



**Township of Southgate
Addendum Council Meeting Agenda**

February 16, 2022

6:00 PM

Electronic Participation

Pages

1. Electronic Access Information

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

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

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

2. Call to Order

3. Land Acknowledgement

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

4. Open Forum - Register in Advance

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

5. Confirmation of Agenda

Be it resolved that Council confirm the agenda as amended.

6. Declaration of Pecuniary Interest

7. Delegations & Presentations

***7.1. White Rose Park Homes Delegation - Victor DePalma** 12 - 15

Be it resolved that Council receive the White Rose Park Homes delegation as information.

8. Adoption of Minutes 16 - 35

Be it resolved that Council approve the minutes from the February 2, 2022 Council meeting as presented.

9. Reports of Municipal Officers

9.1. Fire Chief Derek Malynyk

9.1.1. FIRE2022-003- Shelburne Automatic Aid Agreement 36 - 37

Be it resolved that Council receive Staff Report FIRE2022-003 for information; and

That Council consider approval of By-law 2022-027 being an Automatic Aid Agreement with the Shelburne and District Fire Department Joint Board of Management.

9.1.2. By-law 2022-027 - Shelburne Fire Department Automatic Aid Agreement 38 - 45

Be it resolved that by-law number 2022-027 being a by-law authorize an automatic aid agreement between the Shelburne and District Fire Department Joint Board of Management and the Corporation of the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

9.1.3. FIRE2022-004- Grey Highlands Fire Protection Agreement 46

Be it resolved that Council receive Staff Report FIRE2022-004 for information; and

That Council consider the approval of by-law 2022-028.

9.1.4. By-law 2022-028 - Grey Highlands Fire Protection Agreement 47 - 54

Be it resolved that by-law number 2022-028 being a by-law to authorize a fire protection agreement between the Corporation of the Municipality of Grey Highlands and the Corporation of the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

9.1.5. FIRE2022-005- Grey Highlands Automatic Aid Agreement 55

Be it resolved that Council receive Staff Report FIRE2022-005 for information; and
That Council consider approval of the Grey Highlands Automatic Aid Agreement with the Municipality of Grey Highlands by By-law 2022-030.

9.1.6. By-law 2022-030 - Grey Highlands Automatic Aid Agreement 56 - 62

Be it resolved that by-law number 2022-030 being a bylaw to authorize an automatic aid agreement between the Corporation of the Municipality of Grey Highlands and the Corporation of the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

9.2. Public Works Manager Jim Ellis

***9.2.1. PW2022-004 Southgate Fuel Supply and Delivery Contract Extension** 63 - 73

Be it resolved that Council receive Staff Report PW2022-004 for information; and
That Council direct staff to execute the contract extension for Southgate Fuel Supply and Delivery services with McDougall Energy.

9.2.2. PW2022-006 Dundalk Drinking Water 2021 Annual Report 74 - 115

Be it resolved that Council receive Staff Report PW2022-006 for information; and
That Council approve the Dundalk Drinking Water 2021 Annual Report.

9.2.3. PW2022-007 Dundalk Wastewater 2021 Annual Report 116 - 128

Be it resolved that Council receive Staff Report PW2022-007 for information; and
That Council approve the Dundalk Wastewater Treatment Plant 2021 Annual Report.

9.3. Chief Administrative Officer Dave Milliner

***9.3.1. CAO2022-004 Flato Proposal Request for Support to Seek a Ministry Zoning Order MZO Development Agreement Report 129 - 165**

Be it resolved that Council receive staff report CAO2022-004 as information; and
That Council approve Township of Southgate support resolution for a Participating Provincial Municipal Zoning Order for Flato Lands proposed around Dundalk settlement area identified as Flato Northeast, Flato Northwest and Flato Southeast development projects by By-law 2022-020; and
That Council approve the Township of Southgate Draft MZO Provincial document for the Ministers consideration, review and approval; and
That Council approve the Southgate Mayor John Woodbury's letter requesting Minister of Municipal Affairs and Housing Steve Clark request Ministry of Transportation to provide Provincial Highway #10 access from the Dundalk Northeast and the Dundalk Southeast development properties; and
That Council approve the Flato-Southgate Municipal Zoning Order Development Agreement by Municipal By-law 2022-020 at the February 16, 2022 Council meeting.

***9.3.2. By-law 2022-020 - Flato Developments MZO Development Agreement**

166 - 178

Be it resolved that by-law number 2022-020 being a by-law to authorize a development agreement between Flato Developments 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.

9.3.3. CAO2022-005 Southgate 2019-2023 CAP - 2021 Annual Report and 2022 CAP Project Plans

179 - 196

Be it resolved that Council receive staff report CAO2022-005 as information; and
That Council approve the 2020 Community Action Plan (CAP) Annual Report as a reporting out to the community on the progress made last year and the 2021 CAP projects to be advanced and/or achieved in the next 12 months.

9.4. HR Coordinator Kayla Best

9.4.1. HR2022-004 - Public Works Staffing

197 - 201

Be it resolved that Council receive Staff Report HR2022-004 for information; and
That Council receive retirement letter from Phil Wilson and thank Phil for his years of service as Public Works Foreman and Fleet Manager; and
That Council approve and direct staff to post the job of Public Works Foreman and Fleet Manager internally only; and
That Council receive retirement letter from Doug Aitken and thank Doug for his years of service as Public Works Operator/Labourer; and
That Council approve and direct staff to post the job of Operator/Labourer internally only; and
That Council direct staff to post the one-year contract position of WRDM Team Leader internally and externally.

***9.4.2. HR2022-006 – By-Law Enforcement Officer 202 - 211**

Be it resolved that Council receive Staff Report HR2022-006 for information; and

That Council approve the job description for By-Law Enforcement Officer; and

That Council approve the recommendations from Job Evaluation Committee to place the By-Law Enforcement Officer position in pay band 10 of the Southgate Employee Pay Grid.

9.4.3. HR2022-005 - CAO Succession Update 212 - 279

Be it resolved that Council receive Staff Report HR2022-005 for information; and

That Council approve updated CAO Succession Plan document as guidance to fill the upcoming CAO vacancy.

9.5. Planner Clinton Stredwick

9.5.1. PL2022-009-Flato Glenelg Part Lot Control By-law 280 - 283

Be it resolved that Council receive Staff Report PL2022-009 for information; and

That Council consider approval of By-law 2022-024.

9.5.2. By-law 2022-024 - Part Lot Control - Glenelg Phase 1 284 - 286

Be it resolved that by-law number 2022-024 being a by-law to remove certain lands from Part Lot Control in the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

9.5.3. PL2022-010-C27-18 White Rose Phase 3 Zoning 287 - 308

Be it resolved that Council receive Staff Report PL2022-010 for information; and

That Council consider approval of by-law 2022-026.

9.5.4. By-law 2022-026 - Zoning By-law Amendment - C27-18 309 - 315
White Rose Park

Be it resolved that by-law number 2022-026 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.

9.5.5. PL2022-011 - SP26-22 Manassa Bowman 316 - 317

Be it resolved that Council receive Staff Report PL2022-011 for information; and
That Council consider approval of By-law 2022-025 authorizing the entering into a Site Plan Agreement.

9.5.6. By-law 2022-025 - Site Plan Agreement 26-21 - 318 - 329
2742314 Ontario Inc

Be it resolved that by-law 2022-025 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.

10. By-laws and Motions

10.1. By-law 2022-021 - Tax Extension Agreement 330

Be it resolved that by-law number 2022-021 being a by-law to authorize an extension agreement pursuant to Section 378 of the Municipal Act, 2001, as amended be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

10.2. By-law 2022-022 - Tax Extension Agreement 331

Be it resolved that by-law number 2022-022 being a by-law to authorize an extension agreement pursuant to Section 378 of the Municipal Act, 2001, as amended be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

10.3. By-law 2022-023 - Tax Extension Agreement 332

Be it resolved that by-law number 2022-023 being a by-law to authorize an extension agreement pursuant to Section 378 of the Municipal Act, 2001, as amended be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

11. Notice of Motion

11.1. Councillor Dobreen - Notice of Motion - EAP for Council Members 333

Whereas the Township of Southgate has an Employee and Family Assistance Program (EAP) that provides health and wellness support including counselling services to its full-time employees; and

Whereas the Council of the County of Grey has supported adding County Councillors to its EAP program; and

Whereas the current cost to add Southgate Council members to the EAP would be \$3.60 per month or \$43.20 per year per Council member; and

Whereas the Mayor and Deputy Mayor have the option to join the County EAP program,

Therefore, be it resolved that Council direct staff to make arrangements for five (5) members of Council to join the EAP program.

12. Consent Items

12.1. Regular Business (for information)

Be it resolved that Council approve the items on the Regular Business consent agenda dated February 16, 2022 (save and except items _____) and direct staff to proceed with all necessary administrative actions.

12.1.1. EDO2022-005-Ontario Chamber of Commerce Annual Ontario Economic Report 334 - 336

12.1.2. FIRE2022-006- Volunteer Acting Captain Appointment 337

12.1.3. FIRE2022-007- Township Of Melancthon Logo 338

12.1.4.	PW2022-008 Department Report	339 - 340
12.1.5.	Councillor Shipston - ROMA Virtual Conference Report 2022 - received January 31, 2022	341 - 343
12.2.	Correspondence (for information)	
	Be it resolved that Council receive the items on the Correspondence consent agenda dated February 16, 2022 (save and except items _____) as information.	
12.2.1.	MECP Correspondence - Proposed Subwatershed Planning Guide - received Jan 27, 2022	344 - 345
12.2.2.	GRCA - Draft Inventory of Programs and Services - O.Reg 687_21 under the Conservation Authorities Act - received Jan 28, 2022	346 - 364
12.2.3.	GRCA General Meeting Summary - received Jan 28, 2022	365
12.2.4.	GSCA Transition Plan Inventory of Programs and Services - received Jan 28, 2022	366 - 379
12.2.5.	Tipster Magazine - The Crime Stopper of Grey Bruce - received February 2, 2022	380 - 391
12.2.6.	MMAH - Steps to Ease Public Health Measures - received February 3, 2022	392 - 396
12.2.7.	Multi-Municipal Wind Turbine Working Group - Invitation for New Membership - received February 4, 2022	397 - 400
12.2.8.	MMAH - Housing Affordability Summit and the Rural Housing Affordability Roundtable - received February 7, 2022	401 - 402
12.2.9.	Report of the Ontario Housing Affordability Task Force - received February 10, 2022	403 - 435
12.2.10.	Focus on Geography Series 2021 Census - Southgate Township	
	Click here , to view the Focus on Geography Series 2021 Census - Southgate Township	

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 February 16, 2022 (save and except items _____) as information.

12.3.1.	City of Brantford - Addressing the Revolving Door of Justice - received January 28, 2022	436 - 437
12.3.2.	City of Brantford - Closing the Revolving Door of Justice - received January 28, 2022	438 - 440
12.3.3.	The Townships of Head, Clara, Maria - Annual Emergency Exercise Requirement - received Jan 31, 2022	441
12.3.4.	Town of Bracebridge - Joint and Several Liability Reform - received February 9, 2022	442 - 443
12.3.5.	City of Sarnia - Catch and Release Justice - received February 9, 2022	444 - 448
12.3.6.	Township of Clearview - Funding Support for Infrastructure Projects - received February 9, 2022	449

12.4. Closed Session (for information)

None

13. County Report

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

14. Members Privilege - Good News & Celebrations

15. Closed Meeting

Be it resolved that Council proceed into closed session at [TIME] in order to address matters relating to Personal Matters about an Identifiable Individual (Subject: Tax Arrears Certificate Registrations - Staff Report FIN2022-008C); and

That Treasurer William Gott, Clerk Lindsey Green and CAO Dave Milliner remain in attendance.

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

15.1. Personal Matters about an Identifiable Individual (Subject: Tax Arrears Certificate Registrations - Staff Report FIN2022-008C)

16. Confirming By-law

450

Be it resolved that by-law number 2022-029 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 February 16, 2022 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].



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ORANGEVILLE • FERGUS • HARRISTON

February 9, 2022

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

Attention: Lindsay Green
Clerk

RE: Township of Southgate
White Rose Park Subdivision, Phase 3
Soils Permit Application
Council Approval Reconsideration
Our File: A4165A

Dear Ms. Green:

It is our understanding that Council is not in support of the proposed Soils Permit (Permit) application put forth by 2570970 Ontario Inc (Developer) for Phase 3 of the White Rose Subdivision at their February 2, 2022 Council meeting due to a number of concerns. Our intention is to clarify these issues and confirm what practices and controls can and will be implemented to ensure appropriate measures are taken for safeguarding of the future use of this subject site, surrounding lands and Township infrastructure.

- As required, the Grand River Conservation Authority (GRCA) approval and Permit was issued January 20, 2022.
- Concerns were raised regarding the quality of the fill, specifically the elevated levels of salt and sodium (SAR) detected in specific areas of the fill at the source site. The proponent's geotechnical consultant Peto MacCallum Ltd (PML) have indicated that this fill would be suitable for use under the proposed roads. However, the Township expressed concerns that this use could pose a long-term risk to the municipal wells, contending that this high SAR fill was not desired. To address this concern, the Developer/PML have agreed that **no high SAR fill** will be placed anywhere on the site. Further to this, it is our understanding that the fill near the surface that contained the elevated SAR has already been removed from the source site, and is no longer a potential issue.
- There were concerns regarding the haul route to bring the fill to the site. Township staff have been consulted regarding this issue and a suitable haul route has been established. The Developer has acknowledged that it is their responsibility to ensure that this route is adhered to and will be enforced by the Township. Further, the Developer has agreed that this haul route will be kept free of mud/debris, and will clean it as required.



Based on the above, we believe these previous requirements and concerns have been addressed.

We understand that Council may still be concerned with the general quality of the fill brought to the site and require further assurance, to this issue we offer the following;

- Ontario Regulation 406/19 (Reg) establishes rules/requirements for the movement of excess fill. These rules apply to both the source site and the receiving site. Therefore, the property owner of the site where the fill is coming from is also responsible to ensure that fill is ultimately placed in an appropriate location based on the intended use. Obviously, the Developer of the receiving site wants to ensure that any fill imported to his site is suitable before he accepts it. Given this, it is in both parties best interest to ensure that only suitable fill is moved.
- Fill quality and movement is controlled by a licensed professional consultant (qualified person), in this case PML, who are professional engineers and are legally bound to adhere to the Reg.
- The Reg outlines strict quality requirements along with testing, tracking and monitoring protocols to ensure that only suitable fill reaches the receiving site. PML are aware of these requirements and will ensure that they are adhered to by all parties involved in the project.

Based on the above we believe it would be reasonable for Council to reconsider the Soils Permit application and support this Permit.

We trust that this information is satisfactory and should you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

Triton Engineering Services Limited



Paul Ziegler, C.E.T.

cc/ Dave Milliner, CAO
Jim Ellis, Public Works Manager
Bev Fisher, CBO

White Rose Subdivision, Phase 3, Soils Permit
Fill Importation Work Plan

- Step 1: White Rose Park (WRP) will find a suitable source of fill.
- Step 2: Forward fill source Soils Report to Peto MacCallum Ltd. (PML) for review and approval the potential fill material for the intended use.
- Step 3: Once PML approves the fill as suitable, they will prepare a letter indicating this and forward it to the Township/Triton staff for consideration/approval.
- Step 4: Following Township approval of the PML letter, PML will sample/test the fill to confirm Soils Report findings.
- Step 5: Prior to hauling of approved fill, notification will be sent to the Township 48 hours in advance. Signage (see attached) will be erected on “A” frames along the haul route to ensure drivers follow the approved route. Haul route is illustrated on the attached sketch.

To further ensure trucks follow the approved route, “No Trucks” signage will be erected as follows:

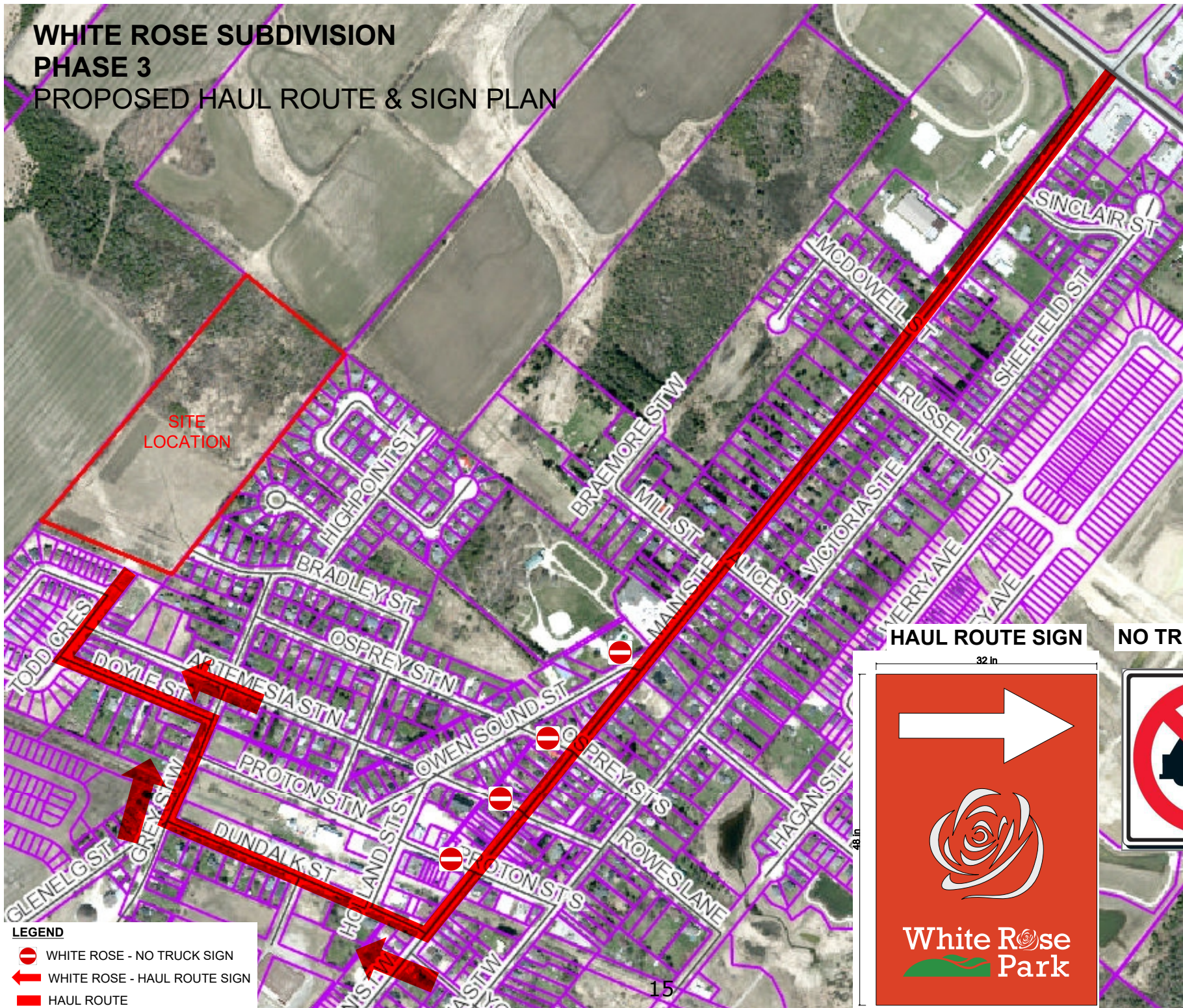
- At Owen Sound Street and Main Street;
- Osprey Street and Main Street;
- Artemesia Street and Main Street;
- Proton Street and Main Street

Truck movement will be monitored by WRP staff to ensure strict compliance with approved haul route.

- Step 6: Truck Tracking; monitoring trucking is assured by recording license plate number and time of departure at source site, then confirming the truck license plate and arrival time at Phase 3 site. Any trucks which do not have appropriate license plate numbers or arrive times will be turned away at the receiving site.
- Step 7: Random sample of the fill will be taken by PML in accordance with Regulation 406/19 requirements throughout the entire filling process. Testing results will be reviewed/approved by PML and a summary report prepare by PML and forwarded the Township.
- Step 8: PML will also confirm compaction and site conditions during the filling/grading process to ensure fill placement is suitable for future construction. A summary report will be prepared by PML at the end of the filling process which will confirm testing/placement in conformance with the Regulation.

WHITE ROSE SUBDIVISION PHASE 3 PROPOSED HAUL ROUTE & SIGN PLAN

SITE
LOCATION



HAUL ROUTE SIGN

NO TRUCKS SIGN



- LEGEND**
- WHITE ROSE - NO TRUCK SIGN
 - WHITE ROSE - HAUL ROUTE SIGN
 - HAUL ROUTE



Township of Southgate

Minutes of Council Meeting

February 2, 2022

9:00 AM

Electronic Participation

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

Staff Present: Dave Milliner, Chief Administrative Officer
Lindsey Green, Clerk
Jim Ellis, Public Works Manager
William Gott, Treasurer
Bev Fisher, Chief Building Official
Derek Malynyk, Fire Chief
Terri Murphy, Economic Development Officer
Clinton Stredwick, Planner
Kayla Best, HR Coordinator
Holly Malynyk, Customer Service and Support
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. 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

Residents Angela Lawton and John Woon both spoke at Open Forum in regard to concerns they both have as residents that live near the Varney Speedway and in relation to Staff Report CBO2022-002 on the agenda under Regular Consent items.

5. Confirmation of Agenda

No. 2022-037

Moved By Councillor Shipston

Seconded By Councillor Rice

Be it resolved that Council confirm the agenda as amended.

Carried

6. Declaration of Pecuniary Interest

Mayor Woodbury declared a conflict of interest to items 11.3.1, 11.3.2 and 11.3.3 as he is a member of the South Easy Grey Community Health Centre Board of Directors and did not participate in the discussion or voting of the items.

7. Committee of the Whole

7.1 Resolve into Committee of the Whole

No. 2022-038

Moved By Councillor Sherson

Seconded By Deputy Mayor Milne

Be it resolved that Council recess the Regular Council meeting at 9:08 AM and move into the Committee of the Whole to allow for fuller discussion regarding the Flato Developments Inc. proposal and request for the Province of Ontario to issue a Ministry Zoning Order on 3 parcels of land around the urban settlement area of Dundalk.

Carried

7.2 Appointment of Chair

No. 2022-039

Moved By Deputy Mayor Milne

Seconded By Councillor Rice

Be it resolved that the Committee appoint Mayor Woodbury as Chair of the Committee of the Whole meeting on February 2, 2022.

Carried

7.3 Reports of Municipal Officers

7.3.1 Chief Administrative Officer Dave Milliner

7.3.1.1 CAO2022-003 Flato Proposal Request for Support to Seek a Ministry Zoning Order and Draft MZO Development Agreement Report

Councillor Dobreen moved the following motion.

No. 2022-040

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that the Committee waive procedure to allow for members of the Flato Developments Inc. team to speak to any questions that members have regarding their

request for support to seek a Ministry Zoning Order on three properties.

Carried

Mayor Woodbury requested a recorded vote on the main motion.

No. 2022-041

Moved By Councillor Frew

Seconded By Councillor Shipston

Be it resolved that the Committee receive staff report CAO2022-003 as information; and

That the Committee recommend that Council approve to proceed with a Township of Southgate support resolution for a Participating Provincial Municipal Zoning Order for Flato Lands proposed around Dundalk settlement area identified as Flato Northeast, Flato Northwest and Flato Southeast development projects; and

That the Committee recommend that Council approve the draft Southgate Municipal Zoning Order Development Agreement for Flato projects identified as Flato Northeast, Flato Northwest and Flato Southeast as presented and for possible further amendments; and

That the Committee recommend that Council consider approval of supporting the Participating Provincial Municipal Zoning Order for Flato Lands proposed around Dundalk settlement area and the Southgate Municipal Zoning Order Development Agreement by Municipal By-law 2022-020 at the February 16, 2022 Council meeting.

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

Nay (1): Councillor Sherson

Carried (6 to 1)

7.4 Resolve back to Council

No. 2022-042

Moved By Councillor Dobreen

Seconded By Councillor Sherson

Be it resolved that the Committee of the Whole resolve back to the Regular Council meeting at 10:25 AM.

Carried

8. Motions Resulting from Committee of the Whole

8.1 CA02022-003 Flato Proposal Request for Support to Seek a Ministry Zoning Order and Draft MZO Development Agreement Report

Mayor Woodbury requested a recorded vote on the main motion.

No. 2022-043

Moved By Deputy Mayor Milne

Seconded By Councillor Shipston

Be it resolved that Council receive staff report CA02022-003 as information; and

That Council approve to proceed with a Township of Southgate support resolution for a Participating Provincial Municipal Zoning Order for Flato Lands proposed around Dundalk settlement area identified as Flato Northeast, Flato Northwest and Flato Southeast development projects; and

That Council approve the draft Southgate Municipal Zoning Order Development Agreement for Flato projects identified as Flato Northeast, Flato Northwest and Flato Southeast as

presented and for possible further amendments; and
That Council consider approval of supporting the Participating Provincial Municipal Zoning Order for Flato Lands proposed around Dundalk settlement area and the Southgate Municipal Zoning Order Development Agreement by Municipal By-law 2022-020 at the February 16, 2022 Council meeting.

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

Nay (1): Councillor Sherson

Carried (6 to 1)

9. Delegations & Presentations

None.

10. Adoption of Minutes

No. 2022-044

Moved By Councillor Dobreen

Seconded By Councillor Frew

Be it resolved that Council approve the minutes from the January 19, 2022, Regular Council meeting as presented.

Carried

Council recessed at 10:29 AM and returned at 10:40 AM.

11. Reports of Municipal Officers

11.1 Chief Building Official Bev Fisher

11.1.1 CBO2022-001 Soil Permit Request as per Bylaw 2017-049

Mayor Woodbury requested a recorded vote on the main motion.

No. 2022-045

Moved By Councillor Rice

Seconded By Councillor Shipston

Be it resolved that Council receive Staff Report CBO2022-001 for information; and

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

Yay (1): Councillor Shipston

Nay (6): Mayor Woodbury, Deputy Mayor Milne, Councillor Dobreen, Councillor Sherson, Councillor Rice, and Councillor Frew

Failed (1 to 6)

11.2 Treasurer William Gott

11.2.1 FIN2022-006 2022 Budget

Mayor Woodbury requested a recorded vote on the main motion.

No. 2022-046

Moved By Deputy Mayor Milne

Seconded By Councillor Frew

Be it resolved that Council receive Staff Report FIN2022-006 2022 Budget as information; and

That Council approves the 2022 Budget, as presented.

Yay (5): Mayor Woodbury, Deputy Mayor Milne, Councillor Dobreen, Councillor Frew, and Councillor Shipston

Nay (2): Councillor Sherson, and Councillor Rice

Carried (5 to 2)

Councillor Dobreen moved the following motion.

No. 2022-047

Moved By Councillor Dobreen

Seconded By Councillor Sherson

Be it resolved that Council proceed past noon.

Carried

11.2.2 FIN2022-007 2022 Donations, Grants and Funding

No. 2022-048

Moved By Councillor Shipston

Seconded By Councillor Dobreen

Be it resolved that Council receive Staff Report FIN2022-007 2022 Donations, Grants, and Funding be received as information; and

That Council approve the application of the Dundalk District Agricultural Society for funding of \$2,500 for the 2022 Dundalk Fall Fair.

Carried

11.3 Planner Clinton Stredwick

11.3.1 PL2022-001-C16-21-OPA2-21 Dundalk Medical Facility

Mayor Woodbury declared a conflict of interest to item 11.3.1 as he is a member of the South Easy Grey Community Health Centre Board of Directors and did not participate in the discussion or voting of the item.

Deputy Mayor Milne assumed the Chair.

No. 2022-049

Moved By Councillor Frew

Seconded By Councillor Rice

Be it resolved that Council receive Staff Report PL2022-001 for information; and

That Council consider approval of by-law 2022-005 adopting OPA 30 to the Township of Southgate Official Plan; and

That Council consider approval of site specific zoning by-law 2022-006 for the medical facility lands.

Carried

11.3.2 By-law 2022-005 - Official Plan Amendment - OPA2-21 Dundalk Medical Centre

Mayor Woodbury declared a conflict of interest to item 11.3.2 as he is a member of the South Easy Grey Community Health Centre Board of Directors and did not participate in the discussion or voting of the item.

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

No. 2022-050

Moved By Councillor Shipston

Seconded By Councillor Sherson

Be it resolved that by-law number 2022-005 being a by-law to adopt Amendment No. 30 to the Township of Southgate Official Plan 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

Declared Conflict (1): Mayor Woodbury

Carried (6 to 0)

11.3.3 By-law 2022-006 - Zoning By-law Amendment - C16-21 and OPA2-21 Dundalk Medical Facility

Mayor Woodbury declared a conflict of interest to item 11.3.3 as he is a member of the South Easy Grey

Community Health Centre Board of Directors and did not participate in the discussion or voting of the item.

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

No. 2022-051

Moved By Councillor Dobreen

Seconded By Councillor Rice

Be it resolved that by-law number 2022-006, as amended, being a by-law to amend Zoning By-law No. 19-2002, entitled the "Township of Southgate Zoning By-law" be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

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

Declared Conflict (1): Mayor Woodbury

Carried (6 to 0)

Mayor Woodbury returned to the meeting and assumed the Chair.

11.3.4 PL2022-008-C32-21 Harper Homes Inc

No. 2022-052

Moved By Councillor Frew

Seconded By Councillor Sherson

Be it resolved that Council receive Staff Report PL2022-008 for information; and

That Council consider approval of By-law 2022-013.

Carried

11.3.5 By-law 2022-013 - Zoning By-law Amendment - C32-21 Harper Homes Inc

Mayor Woodbury requested a recorded vote on the main motion.

No. 2022-053

Moved By Councillor Shipston

Seconded By Councillor Dobreen

Be it resolved that by-law number 2022-013 being a by-law to amend Zoning By-law No. 19-2002, entitled the "Township of Southgate Zoning By-law" be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

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

Carried (7 to 0)

11.3.6 PL2022-006-SP 21-21 Elias Martin

No. 2022-054

Moved By Councillor Frew

Seconded By Councillor Shipston

Be it resolved that Council receive Staff Report PL2022-006 for information; and

That Council consider approval of By-law 2022-011 authorizing the entering into a Site Plan Amending Agreement.

Carried

11.3.7 By-law 2022-011 - Site Plan Amending Agreement - Elias and Edna Martin

Mayor Woodbury requested a recorded vote on the main motion.

No. 2022-055

Moved By Councillor Sherson
Seconded By Councillor Rice

Be it resolved that by-law number 2022-011 being a by-law to authorize the execution of a Site Plan Control Agreement be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

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

Carried (7 to 0)

11.4 Economic Development Officer Terri Murphy

11.4.1 EDO2022-002-1522431 Ontario Inc. Purchase of Eco Park Lands

No. 2022-056

Moved By Councillor Frew
Seconded By Councillor Sherson

Be it resolved that Council receive Staff Report EDO2022-002 for information; and
That Council approve the purchase and sale agreement for lands in the Eco Park to 1522431 Ontario Inc.; and
That Council consider approval of Southgate By-law 2022-017 to execute this purchase and sale agreement.

Carried

11.4.2 By-law 2022-017 - Purchase and Sale Agreement - Eco Park - Lisanti-Wilson

Mayor Woodbury requested a recorded vote on the main motion.

No. 2022-057

Moved By Councillor Dobreen
Seconded By Councillor Shipston

Be it resolved that by-law number 2022-017 being a by-law to authorize a purchase and sale agreement between 1522431 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)

11.4.3 EDO2022-003-2164130 Ontario Inc. Purchase of Eco Park Lands

No. 2022-058

Moved By Councillor Shipston
Seconded By Councillor Frew

Be it resolved that Council receive Staff Report EDO2022-003 for information; and

That Council approve the purchase and sale agreement for lands in the Eco Park to 2164130 Ontario Inc.; and

That Council consider approval of Southgate By-law 2022-018 to execute this purchase and sale agreement.

Carried

11.4.4 By-law 2022-018 - Purchase and Sale Agreement - Eco Park - Calhoun Super Structures

Mayor Woodbury requested a recorded vote on the main motion.

No. 2022-059

Moved By Deputy Mayor Milne
Seconded By Councillor Shipston

Be it resolved that by-law number 2022-018 being a by-law to authorize a purchase and sale agreement between 2164130 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)

12. By-laws and Motions

12.1 By-law 2022-004 - Election Sign By-law

Mayor Woodbury requested a recorded vote on the main motion.

No. 2022-060

Moved By Councillor Sherson

Seconded By Councillor Rice

Be it resolved that by-law number 2022-004 being a by-law to regulate Election Signs within the Township of Southgate and to repeal by-law 2017-129 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)

12.2 By-law 2022-015 - Procedural By-law

Councillor Dobreen moved the following motion.

Moved By Councillor Dobreen

Be it resolved that Council defer the passing of the Procedural By-law to allow for a Motion to Renew through a Notice of Motion at the February 16, 2022, Council meeting.

With no seconder, the motion was not open for discussion or consideration.

Mayor Woodbury requested a recorded vote on the main motion.

No. 2022-061

Moved By Councillor Frew

Seconded By Councillor Shipston

Be it resolved that by-law number 2022-015 being a by-law to govern the proceedings of Council, Committees, Public Meetings and Committee of Adjustment be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

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

Nay (1): Councillor Dobreen

Carried (6 to 1)

Council recessed at 12:13 PM and returned at 12:20 PM.

13. Notice of Motion

None.

14. Consent Items

14.1 Regular Business (for information)

No. 2022-062

Moved By Councillor Dobreen

Seconded By Deputy Mayor Milne

Be it resolved that Council approve the items on the Regular Business consent agenda dated February 2, 2022 (save and except items 14.1.4) and direct staff to proceed with all necessary administrative actions.

Carried

14.1.1 EDO2022-004 - Eco Park Update

14.1.2 HR2022-002 – Customer Service and Support Contract

14.1.3 HR2022-003 – Administrative, Finance and By-Law Assistant

14.1.4 CBO2022-002 - Varney Speedway By-law Update

Deputy Mayor Milne moved the following motion.

No. 2022-063

Moved By Deputy Mayor Milne

Seconded By Councillor Sherson

Be it resolved that Council receive staff report CBO2022-002 - Varney Speedway By-law Update as information; and

That Council direct Mayor Woodbury to contact the current owners of the Varney Speedway to initiate discussions with staff on a potential agreement with the Township and report back to Council.

Carried

14.1.5 Librarian CEO Report 2022-01-20

14.1.6 Southgate Ruth Hargrave Memorial Library - 2021 4th Quarter Stats Report

14.1.7 December 2021 Cheque Register

14.2 Correspondence (for information)

No. 2022-064

Moved By Councillor Rice

Seconded By Councillor Shipston

Be it resolved that Council receive the items on the Correspondence consent agenda dated February 2, 2022 (save and except items 14.2.7) as information.

Carried

14.2.1 Dundalk Food Bank 2021 Report

14.2.2 Solicitor General - Review of Court Security and Prisoner Transportation - received January 21, 2022

14.2.3 SVCA - Approved Meeting Minutes December 16, 2021 - received January 21, 2022

14.2.4 GRCA - Notification of Budget 2022 - received January 24, 2022

14.2.5 Minister of Agriculture and Agri-Food - OWDCP Updated - received January 25, 2022

14.2.6 Ministry of the Environment- Regulatory and Policy Proposals under the Conservation Authorities Act – received January 26, 2022

14.2.7 BMA Management Consulting Inc - Southgate Executive Summary Report and Final Report

Councillor Dobreen moved the following motion.

No. 2022-065

Moved By Councillor Dobreen

Seconded By Deputy Mayor Milne

Whereas this report provides insightful information that could be further analyzed by Staff and Council to assess and focus on key areas for improvement, including but not limited to financial/taxation, policy, growth, and economic

development; and

Whereas Council has tendered for an updated Development Charges Study; and

Whereas Council is poised for economic development and continued growth,

Now Therefore Be it Resolved that Council direct staff to bring back a report to a 2nd COW visioning session that highlights key criteria for Southgate and areas of opportunity and change that Council could consider.

Carried

14.3 Resolutions of Other Municipalities (for information)

No. 2022-066

Moved By Councillor Sherson

Seconded By Councillor Dobreen

Be it resolved that Council receive the items on the Resolutions of other Municipalities consent agenda dated February 2, 2022 as information.

Carried

14.3.1 Town of Bruce Mines - Letter of Support Annual Emergency Exercise - received January 14, 2022

14.3.2 Plympton-Wyoming - Fire Safety Measures - received January 17, 2022

14.3.3 Town of Bracebridge - MPSSAS Support - received January 19, 2022

14.3.4 Township of Selwyn -Annual Emergency Exercise Requirement - received January 20, 2022

14.3.5 Municipality of Shuniah - MPAC Province Wide assessment - received January 21, 2022

14.3.6 Town of Blue Mountains - Support regarding Annual Emergency Exercise Requirements - received January 21, 2022

14.3.7 Municipality of Killarney - Annual Emergency Exercise Requirement - received January 25, 2022

14.3.8 Municipality of South Huron - Support for Southgate Resolution re Annual Exercise Requirement - received Jan 25, 22

14.3.9 Township of Adjala-Tosorontio - Funding Support Request for Rural Municipalities Bridges and Culverts - received January 25, 2022

14.4 Closed Session (for information)

None.

15. County Report

Mayor Woodbury reviewed highlights from the recent County Council meeting. More information can be found [here](#). He noted that Council approved the formation of a Mental Health Task Force and are now looking for community members to sit on the task force.

16. Members Privilege - Good News & Celebrations

Councillor Sherson asked that Councillor Shipston forward a presentation that was made by the Ministry of the Environment at the ROMA conference last week for his information.

Deputy Mayor Milne noted that today is Groundhog Day and that it appears we will be having an early Spring.

Councillor Dobreen acknowledged the Ruth Hargrave Memorial Library for receiving both of the Ontario Library Boards' Association awards for the Joyce Cunningham Award for Library Board of the Year and the award for Teacher-Librarian of the Year. Congratulations to the Library on these accomplishments.

Councillor Frew asked for a status update of the CAO recruitment process.

17. Closed Meeting

None.

18. Confirming By-law

Mayor Woodbury requested a recorded vote on the main motion.

No. 2022-067

Moved By Councillor Frew

Seconded By Councillor Shipston

Be it resolved that by-law number 2022-019 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 February 2, 2022 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)

19. Adjournment

No. 2022-068

Moved By Deputy Mayor Milne

Be it resolved that Council adjourn the meeting at 12:56 PM.

Carried

Mayor John Woodbury

Clerk Lindsey Green



Staff Report FIRE2022-003

Title of Report: FIRE2022-003- Shelburne Automatic Aid Agreement
Department: Fire
Council Date: February 16, 2022

Recommendation:

Be it resolved that Council receive Staff Report FIRE2022-002 for information;
and

That Council consider approval of By-law 2022-027 being an Automatic Aid Agreement with the Shelburne and District Fire Department Joint Board of Management.

Background:

When fires occur in rural areas fire departments must transport water to the scene utilizing tanker trucks as municipal hydrants are not available. The majority of structure fires in the rural area require a minimum of three tankers to create an efficient tanker shuttle operation to provide adequate water. Fire departments have originally just summoned neighbouring communities tankers under the provisions of the Ontario Mutual Aid Program. According to the Mutual Aid Program a request for mutual aid can only be requested by the Incident Commander. The Incident Commander is established once the first fire apparatus arrives on scene.

Staff Comments:

Staff have worked with our legal team and created an Automatic Aid Agreement for tanker operations. This agreement is built utilizing a reciprocal service where both Shelburne and District Fire Department and The Dundalk Fire Department will be automatically dispatched for a tanker truck only in the agreed fire areas if there is a confirmed structure fire. This will increase fire protection to our rural residents by having a water supply established faster as the neighbouring tanker truck will arrive to the scene ten to fifteen minutes earlier than if requested by mutual aid. The Shelburne and District Fire Department Joint Board of Management has reviewed the agreement at their February 1st meeting and is in agreeance to enter into the Automatic Aid Agreement.

Financial Implications:

There are no financial implications due to this agreement as the service would be summonsed under the Provincial Mutual Aid Plan regardless.

Communications & Community Action Plan Impact:

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

Concluding Comments:

Respectfully Submitted,

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

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE
BY-LAW NUMBER 2022-027

being a by-law to authorize an automatic aid agreement
between the Shelburne and District Fire Department Joint
Board of Management 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 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 Fire Protection and Prevention Act, S.O. 1997, Chapter 4, as amended, Section 2 (6) authorizes a municipality to enter into fire services agreements with other municipalities to provide and/or receive fire protection services; and

Whereas the Council of The Corporation of the Township of Southgate has deemed it desirable to enter into an automatic aid agreement with the Shelburne and District Fire Department Joint Board of Management,

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

1. **That** the Automatic Aid Agreement between the Shelburne and District Fire Department Joint Board of Management and the Corporation of the Township of Southgate attached hereto as Schedule A is hereby adopted; and
2. **That** the Mayor and the Clerk are authorized and directed to sign the agreement, in substantially the same form as the agreement attached hereto as Schedule "A", on behalf of the Council of the Corporation of the Township of Southgate and all other documents as may be necessary to give effect thereto; and
3. **That** this by-law shall come into force and effect on the date of its passing.

Read a first, second, and third time and finally passed this 16th day of February, 2022.

John Woodbury – Mayor

Lindsey Green – Clerk

AUTOMATIC AID AGREEMENT made this _____ day of _____ 2022.

(the "Agreement")

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

Hereinafter called "Southgate"

AND

SHELBURNE AND DISTRICT FIRE DEPARTMENT JOINT BOARD OF MANAGEMENT

Hereinafter called "Shelburne"

WHEREAS Subsection 20(1) of the Municipal Act, 2001 allows a municipality to enter into an agreement with another municipality to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS Subsection 2(5) of the Fire Protection and Prevention Act, Chapter 4, Statutes of Ontario, 1997 ("FPPA") provides that a municipality may enter into an agreement to provide such fire protection services as may be specified in the agreement to lands or premises that are situated outside the territorial limits of the municipality and to receive such fire protection services as may be specified in the agreement from a fire department situated outside the territorial limits of the municipality;

AND WHEREAS Subsection 1(4) of the FPPA defines an automatic aid agreement to mean any agreement under which a municipality agrees to ensure the provision of an initial response to, *inter alia*, fires that may occur in a part of another municipality where a fire department in the municipality can respond more quickly than any fire department situated in the other municipality;

AND WHEREAS Section 2 (6) of the FPPA authorizes a municipality to enter into automatic aid agreements with other municipalities to provide and / or receive fire protection services;

AND WHEREAS Subsection 13(3) of the FPPA states that a firefighter or such other person as may be authorized by the fire chief may, without a warrant, enter on lands or premises that are outside the territorial limits of the municipality of the fire department that employs the firefighter or fire chief for the purposes of fighting a fire or of providing rescue or emergency services on such lands or premises if the council of the municipality has entered into an automatic aid agreement under which the entry is permitted;

AND WHEREAS Southgate operates fire protection services and assets that are suitable to meet municipal responsibilities required by the FPPA through a department established by the Township of Southgate;

AND WHEREAS Shelburne operates fire protection services and assets that are suitable to meet municipal responsibilities required by the FPPA through a department established by the Town of Shelburne;

AND WHEREAS Shelburne is prepared to provide Fire Protection Services in the Southgate Automatic Aid Fire Area on the terms and conditions of this Agreement;

AND WHEREAS Southgate is prepared to provide Fire Protection Services in the Shelburne Automatic Aid Fire Area on the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties hereto, as follows;

1. In this agreement,
 - a. **"Designate"** means a person who in the absence of the Fire Chief has the same powers and authority as the Fire Chief;
 - b. **"Fire Chief"** means the chief of either the fire department established by Shelburne, or the fire department established by Southgate;
 - c. **"Fire Protection Tanker Operations"** means the provision of a tanker filled with water along with a minimum of two firefighters to conduct tanker shuttle operations for fire protection purposes that is automatically and simultaneously dispatched in cooperation to the Shelburne Automatic Aid Fire Area or the Southgate Automatic Aid Fire Area depending on incident location.
 - d. **"Shelburne Automatic Aid Fire Area"** means the fire area(s) of Shelburne as described in schedule "A" attached to and forming part of this Agreement;
 - e. **"Southgate Automatic Aid Fire Area"** means the fire area(s) of Southgate as described in schedule "A" attached to and forming part of this Agreement;
 - f. **"Tanker"** means fire apparatus designed to carry large volumes of water, including in connection with Fire Protection Tanker Operations.
2. Southgate agrees to the provision of Fire Protection Tanker Operations to Shelburne in the Shelburne Automatic Aid Fire Area, subject to the terms of this Agreement.
3. Shelburne agrees to the provision of Fire Protection Tanker Operations to Southgate in the Southgate Automatic Aid Fire Area, subject to the terms of this Agreement.
4. Southgate's initial response to areas outlined on the attached maps shall include the automatic and simultaneous dispatch of the Shelburne Tanker by Owen Sound Police Services dispatch. Subject to the terms herein this Agreement, Shelburne is to respond in cooperation with Southgate to all calls to areas outlined on the attached maps within the Southgate Automatic Aid Fire Area when it is a confirmed structure fire.
5. Shelburne initial response to areas outlined on the attached maps shall include the automatic and simultaneous dispatch of the Southgate Tanker by Tillsonburg fire dispatch. Subject to the terms herein this Agreement, Southgate is to respond in cooperation with Shelburne to all calls to areas outlined on the attached maps within the Shelburne Automatic Aid Fire Area when it is a confirmed structure fire.
6. Should either respective fire chiefs, or designate, require assistance or believe assistance may be required, by way of additional personnel, apparatus, or equipment, in addition to that provided by Sections 4 and 5 above, at an occurrence in the either the Shelburne Automatic Aid Fire Area or the Southgate Automatic Aid Fire Area as the case may be, such assistance shall be summoned under provisions of the Grey County Mutual Aid Plan or Dufferin County Mutual Aid Plan.
7. Notwithstanding Sections 2 and 3, a Fire Chief or Designate may deny the request to supply all or part of the Fire Protection Tanker Operations and at any time during the provision of the Fire Protection Tanker Operations to the other party's Automatic Aid Fire Area order the return of all or part of such personnel, apparatus and equipment involved for any reason in their sole discretion including but not limited to situations where response personnel, apparatus and/or equipment are required in its own jurisdiction.
8. The Fire Chief or his or her Designate of the fire area in which an incident requiring Fire Protection Tanker Operations is taking place, shall have full authority and control over any activities in which the fire department may be engaged in.

9. A map of the Shelburne Automatic Aid Fire Area clearly indicating the civic address of each intersection has been provided in Schedule "A" attached to and forming part of this Agreement. Shelburne has and will continue to identify all streets, and roads in the Shelburne Automatic Aid Fire Area by having them marked by signage at all intersections. Shelburne agrees to install signage to identify all bridges in the Shelburne Automatic Aid Fire Area as to weight limits and advice or alternate routes for the apparatus to travel. Bridges identified as being unable to carry the weight of the Tankers have been set out in Schedule "A". Any such bridges, so identified, will either limit or exclude Fire Protection Tanker Operations where the use of any of these bridges is required by a Tanker.
10. A map of the Southgate Automatic Aid Fire Area clearly indicating the civic address of each intersection has been provided in Schedule "A" attached to and forming part of this Agreement. Southgate has and will continue to identify all streets, and roads in the Southgate Automatic Aid Fire Area by having them marked by signage at all intersections. Southgate agrees to install signage to identify all bridges in the Southgate Automatic Aid Fire Area as to weight limits and advice or alternate routes for the apparatus to travel. Bridges identified as being unable to carry the weight of the Tankers have been set out in Schedule "A". Any such bridges, so identified, will either limit or exclude Fire Protection Tanker Operations where the use of any of these bridges is required by a Tanker.
11. In consideration of the provision of Fire Protection Tanker Operations undertaken by Southgate and Shelburne in the respective fire areas pursuant to this Agreement, both parties agree that these services are reciprocal and will not be billable to either Municipality.
12. Where a party to this Agreement (hereinafter sometimes called the "Supplying Party") supplies another party to this Agreement (hereinafter sometimes called the "Assisted Party") with services, equipment and/or personnel pursuant to this Agreement, the Assisted Party shall release, indemnify and save harmless the Supplying Party from and against any and all claims, causes of action, suits, demands and expenses whatsoever arising out of or related to the services, equipment and/or personnel provided by the Supplying Party, its servants, employees or agents, their failure to respond to a request for automatic response pursuant to this Agreement or their failure to render adequate assistance or any assistance at all. For clarity, each party is responsible to pay any insurance deductibles charged by its own insurance company arising from any claims and shall release the other party from responsibility therefor.
13. The release and indemnity provided for in section 12 shall not apply:
 - a. to gross negligence or willful misconduct by any Supplying Party; or
 - b. in connection with any damage caused or injury suffered or caused by the Supplying Department travelling to the scene of an Emergency Incident; or
 - c. any costs associated with WSIB claims.
14. This Agreement does not constitute the Assisted Party as the employer of any firefighter of a Supplying Party. Any WSIB claims by any firefighters of a Supplying Party arising out of or related to this Agreement, shall be the responsibility of the Supplying Department.
15. So often as there may be any dispute between the parties to this Agreement, including, but not limited to the interpretation of this Agreement, the same shall be submitted to arbitration under the provisions of the *Arbitration Act*, 1991, (Ontario) as amended or replaced, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this agreement.
16. This Agreement enhances and is in addition to and does not derogate from any existing or future Mutual Aid Agreement as may be or may have been entered into by the parties.
17. If any covenant, provision, or term of this agreement should at any time be held by any competent tribunal to be void or unenforceable, then the agreement shall not fail but the covenant, provision or term shall be deemed to be severable from

the remainder of this agreement which shall remain in full force and effect mutatis mutandis.

- 18. This Agreement shall come into force on the date when it is executed and shall remain in force until either party provides written notice of termination at least 365 days prior to the desired date of termination.
- 19. It is further agreed that everything herein shall respectively ensure to the benefit of and be binding upon the parties here to and their respective successors and assigns.

In Witness Whereof, this instrument has been executed by the duly authorized officers of the parties hereto on the day and year first above written.

**SHELBURNE AND DISTRICT FIRE
DEPARTMENT JOINT BOARD
OFMANAGEMENT**

PER: _____
, CHAIR

PER: _____
, Clerk

Date: _____

We have the authority to bind the corporation

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

PER: _____
John Woodbury, Mayor

PER: _____
Lindsey Green, Clerk

Date: _____

We have the authority to bind the corporation

SCHEDULE "A"

Map of Shelburne Automatic Aid Fire Area

Road Description	Municipal Addresses Number Range
10 th Line SW	037068 to 037125
8 th Line SW	057012 to 057396
7 th Line SW	076040 to 077423
4 th Line SW	096041 to 097437
2 nd Line SW	116063 to 117462
Highway 10	156302 to 157447
2 nd Line NE	197075 to 197364
4 th Line NE	237046 to 237234
5 th Line NE	396004 to 397362
Highway 89	502140 to 505083
300 Sideroad	522005 to 522186
Dufferin County Road 17	581099 to 582626
280 Sideroad	621064 to 623121
270 Sideroad	641097 to 643132



Map of Southgate Automatic Aid Fire Area

Road Description	Municipal Addresses Number Range
Properties facing onto	
Southgate Sideroad 19	191175 to 192334
Southgate Sideroad 21	Hwy 89 to 212405
Grey County Rd 8	
Southgate Road 14	146236 to 146749
Southgate Road 12	126235 to 126795
Southgate Road 10	106267 to 106809
Southgate Road 08	086279 to 086729
Southgate Road 04	046365 to 046719
Highway 89	026225 to 026777
Southgate- Melancthon Townline	
Sideroad 240	
Sideroad 250	
Sideroad 260	
7 th Line SW	078149 to 077409
4 th Line SW	098403 to 097427
2 nd Line SW	118387 to 117448
Hwy 10	158567 to 157426
2 nd Line NE	198602 to 197491
4 th Line NE	238527 to 237234
6 th Line NE	278547 to 277032
8 th Line NE	319007 to 318004
5 th Line (even numbers only, West side of road	398524 to 398322
10 th Line NE	358097 to 358018
Dufferin County Road 9	782111 to 784187
Dufferin County Road 21	682495 to 684031



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 FIRE2022-004

Title of Report: FIRE2022-004- Grey Highlands Fire Protection Agreement
Department: Fire
Council Date: February 16, 2022

Recommendation:

Be it resolved that Council receive Staff Report FIRE2022-004 for information; and
That Council consider approval of By-Law 2022-028.

Background:

The Dundalk Fire Department provides fire protection services to the Municipality of Grey Highlands through a fire protection agreement. The current agreement has a five year term which ended in August of 2019. Since 2019 it has been automatically renewing annually as Grey Highlands has been happy with the service being provided.

Staff Comments:

Staff from both Grey Highlands and Southgate have agreed to update the agreement with a few changes. Tiered Medical Response has been changed to MTO rate per hour, Firefighter rate has been updated to reflect current rates. In the event of a confirmed structure fire Grey Highlands Station 1 will be automatically dispatched for a tanker to respond to the incident. Grey Highlands Fire Department will now cover Road 190 and Centre Line A from the East Back Line to 41A.

Financial Implications:

There will be no financial implications as this has been factored into the 2022 budget.

Communications & Community Action Plan Impact:

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

Concluding Comments:

That Council receive Staff Report FIRE2021-004 for information; and that Council consider the approval of By-law 2022-028.

Respectfully Submitted,

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

CAO Approval: Original Signed By
Dave Milliner, CAO

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

BY-LAW NUMBER 2022-028

being a by-law to authorize a fire protection agreement between the Corporation of the Municipality of Grey Highlands 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 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 Fire Protection and Prevention Act, S.O. 1997, Chapter 4, as amended, Section 2 (6) authorizes a municipality to enter into fire services agreements with other municipalities to provide and/or receive fire protection services; and

Whereas the Council of The Corporation of the Township of Southgate has deemed it desirable to enter into a fire protection agreement with the Corporation of the Municipality of Grey Highlands,

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

1. **That** the Fire Protection Agreement between the Corporation of the Municipality of Grey Highlands and the Corporation of the Township of Southgate attached hereto as Schedule A is hereby adopted; and
2. **That** the Mayor and the Clerk are authorized and directed to sign the agreement, in substantially the same form as the agreement attached hereto as Schedule "A", on behalf of the Council of the Corporation of the Township of Southgate and all other documents as may be necessary to give effect thereto; and
3. **That** By-law 92-2014 is hereby repealed; and
4. **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 16th day of February, 2022.

John Woodbury – Mayor

Lindsey Green – Clerk

Grey Highlands-Southgate Fire Protection Agreement

AGREEMENT made this 16th day of February, 2022.

Between

The Corporation Of The Municipality Of Grey Highlands

Hereinafter called "Grey Highlands"

And

The Corporation Of The Township of Southgate

Hereinafter called "Southgate"

Whereas:

The Municipality of Grey Highlands and the Township Of Southgate are authorized pursuant to the provisions of the Fire Protection and Prevention Act, S.O. 1997, c.4, as amended to enter into an agreement for the provision of the fire protection services by the Township Of Southgate to lands and premises situated within the territorial limits of the Municipality of Grey Highlands;

The Municipality of Grey Highlands wishes to obtain certain Fire Protection Services of the Township Of Southgate and the Township Of Southgate has agreed to provide certain Fire Protection Services, subject to the terms and conditions as set out in this agreement;

In Consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties hereto, as follows;

1. In this agreement,

"Designate" means a person who in the absence of the Fire Chief has the same powers and authority as the Fire Chief.

"Fire protection agreement area" means the fire area(s) of Grey Highlands as described in Schedule "A" attached to and forming part of this agreement.

"Fire protection services" means and includes activities defined in the Fire Protection and Prevention Act (FPPA), more particularly described as: "includes fire suppression, farm/industrial accidents and extrications, vehicle accidents, hazardous material responses on awareness level only, medical assist responses, communications, training of persons involved in the provision of fire protection services and the delivery of all of those services".

2. Southgate shall supply, except as hereinafter limited or excluded, fire protection services to Grey Highlands in the fire area as described in Schedule "A" attached to and forming part of this agreement.

3. Fire apparatus and personnel that respond to occurrences in the fire area of Grey Highlands shall consist of sufficient apparatus, equipment and firefighters to accomplish the specific services identified in this agreement, subject to Section (4) hereunder, and subject to roads being impassable by reason of snow, water, mud, etc. which could prevent fire apparatus, equipment and personal from reaching the incident.

4. Should Southgate Fire Chief or designate require assistance or believe assistance may be required by way of additional personnel, apparatus, or equipment in addition to that provided by Section 3 above at an occurrence in the fire area, such assistance shall be summoned under provisions of the fire protection agreement. Should the Fire Chief or designate require assistance, or believe assistance may be required, by way of personnel, apparatus, or equipment, in addition to that provided by Southgate, the Fire Chief or designate may invoke the applicable provisions of the Grey County Mutual Aid Plan.
5. In the event of a confirmed structure fire Grey Highlands Station 1 Flesherton will be automatically dispatched to provide a tanker to the location of the incident.
6. Southgate shall notify the Municipality of Grey Highlands' Fire & Emergency Services at any time Southgate is on the scene of a structure fire, Fire Marshals Directive 2011-01 or other emergency incident where it is anticipated controlling the fire or dealing with the incident will require more than one (1) hour. The Municipality of Grey Highlands' Fire & Emergency Services will attend the scene and assess the incident to determine to release Southgate or request Southgate to provide services beyond the one (1) hour initial response at the discretion of the Municipality of Grey Highlands' Fire Chief or designate.
7. For services provided under the terms of this agreement on provincial highways supported by a cost recovery program, Southgate will directly invoice the MTO for the cost recovery program at the rate set by the program. Should cost recovery not be available through the Provincial Program, the Municipality of Grey Highlands will be responsible for payment for the response at the rates as set out in this agreement.
8. Notwithstanding any other provision herein, the Municipality of Grey Highlands shall be responsible for any extraordinary costs such as water additives (foam) or major equipment rental that is used at calls for service to the Municipality of Grey Highlands in the Fire Protection Agreement Area.
9. The personnel of Southgate shall at no time be considered agents or employees of the Municipality of Grey Highlands notwithstanding any provision of this agreement for any purpose.
10. Notwithstanding Section 3 above, the Fire Chief or designate, may refuse to supply the described response to occurrences if such response personnel, apparatus or equipment are required in the Township or elsewhere, under the provisions of the Grey County Mutual Aid Plan. Similarly, the Fire Chief or designate may order the return of such apparatus, equipment, or personnel that is responding to or is at the scene of an incident in the Fire Protection Agreement Area. In such cases the Fire Chief or designate, may summon assistance in accordance with the provisions of the fire protection or mutual aid agreements referred to in Section 4 above.
11. The Fire Chief or designate shall use their best endeavors to prevent answering false alarms, but they shall not be required to unnecessarily delay the fire department when a call has been received to assure them that the call is not a false alarm.

12. The Southgate Fire Chief or designate shall have full authority and control over township staff, apparatus and equipment supplied in which the fire department may be engaged in the fire protection agreement area of Grey Highlands.
13. The Southgate Fire Chief or designate shall report annually to Grey Highlands Fire Chief all incidents in the Fire Protection Agreement Area to which the fire department has responded in the year. All violations of the FPPA and by-law infractions shall be reported to Grey Highlands Fire Chief within one (1) day of the infraction.
14. Grey Highlands agrees to provide a map of the fire area clearly indicating the civic addresses of each intersection. See Schedule "A" attached to and forming part of this agreement. Grey Highlands agrees to identify all streets and roads in the Fire Protection Agreement Area by having them marked at all intersections. Grey Highlands agrees to identify all bridges in the fire area as to weight limits and advise of alternate routes for fire apparatus to travel. Bridges identified, as being unable to carry the weight of the fire apparatus, shall be set out in Schedule (A) attached to and forming part of this agreement. Any such bridges, so identified, will either limit or exclude fire protection services where the use of any of these bridges is required by fire apparatus.
15. Grey Highlands shall be responsible for establishing and notifying in the manner and to the extent deemed necessary, residents and occupants of the Fire Protection Agreement Area, of the procedures for reporting an emergency and of the services provided by the fire department.
16. Grey Highlands shall be fully responsible for all public education, inspections and enforcement requirements of the FPPA and shall take whatever action is appropriate and necessary to ensure Southgate is not required to perform these duties. Additionally, Southgate shall notify Grey Highlands of any investigations, infractions or issues that arise within the Fire Protection Agreement Area.
17. In consideration of the fire protection services undertaken by Southgate in the Fire Protection Agreement Area of Grey Highlands, shall pay fees to Southgate as set out in Schedule "B" attached hereto and forming part of this agreement.
18. Southgate shall not be liable to the Municipality of Grey Highlands or any other person or entity for any liability, claim, damage, cost, suit or action in respect of any property damage or personal injury, including death, howsoever caused relating in any way whatsoever to the provision of or failure to provide fire services by Southgate or Southgate Fire Department Fire Chief or arising directly or indirectly from this agreement except where any damage or injury is due solely to the Corporation of the Township of Southgate gross negligence or that of its officers, employees or agents. The provisions of the Act respecting protection from personal liability and non-relief from liability shall apply, notwithstanding any provisions of this agreement.

19. The parties agree that this agreement may be amended at any time by mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).
20. So often as there may be any dispute between the parties to this agreement, including, but not limited to the interpretation of this agreement, the same shall be submitted to arbitration under the provisions of the Municipal Arbitrations Act, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this agreement. If for any reason the said arbitration cannot be conducted pursuant to the provisions of the Municipal Arbitrations Act, the parties hereto shall agree to the selection of a single arbitrator, and in the absence of agreement, such arbitrator shall be appointed by a Judge of the Supreme Court of Ontario pursuant to the provisions of the Arbitrations Act or any successor legislation.
21. In the event that any covenant, provision or term of this agreement should at any time be held by any competent tribunal to be void or unenforceable, then the agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this agreement which shall remain in full force and effect mutatis mutandis.
22. This agreement shall be in force for a period of five (5) years and any by-laws and Agreements inconsistent with this Agreement is hereby repealed. The Agreement shall be automatically renewed from year to year unless in any year either party gives notice to the other party as set out in Section 18.
23. Notwithstanding Sections 18 and 21, either party giving written notice to the other party not less than twelve (12) months prior to the desired termination date, may terminate this agreement. In any case of termination prior to the twelve (12) month date, the fees specified in Section 16 will be applied on a pro rata basis using the same formula as applied previous to the termination date.
21. It is further agreed that these presents and everything herein shall respectively ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

In Witness Whereof the parties have affixed their respective corporate seals attests by the hands of their respective officers duly authorized in that behalf.

The Corporation of the Municipality
of Grey Highlands

The Corporation of the Township of
Southgate

Marty Wellwood, Fire Chief

John Woodbury, Mayor

Raylene Martell Clerk

Lindsey Green, Clerk

Authorized by By-law No:2022-XX Authorized by By-law No:2022-028

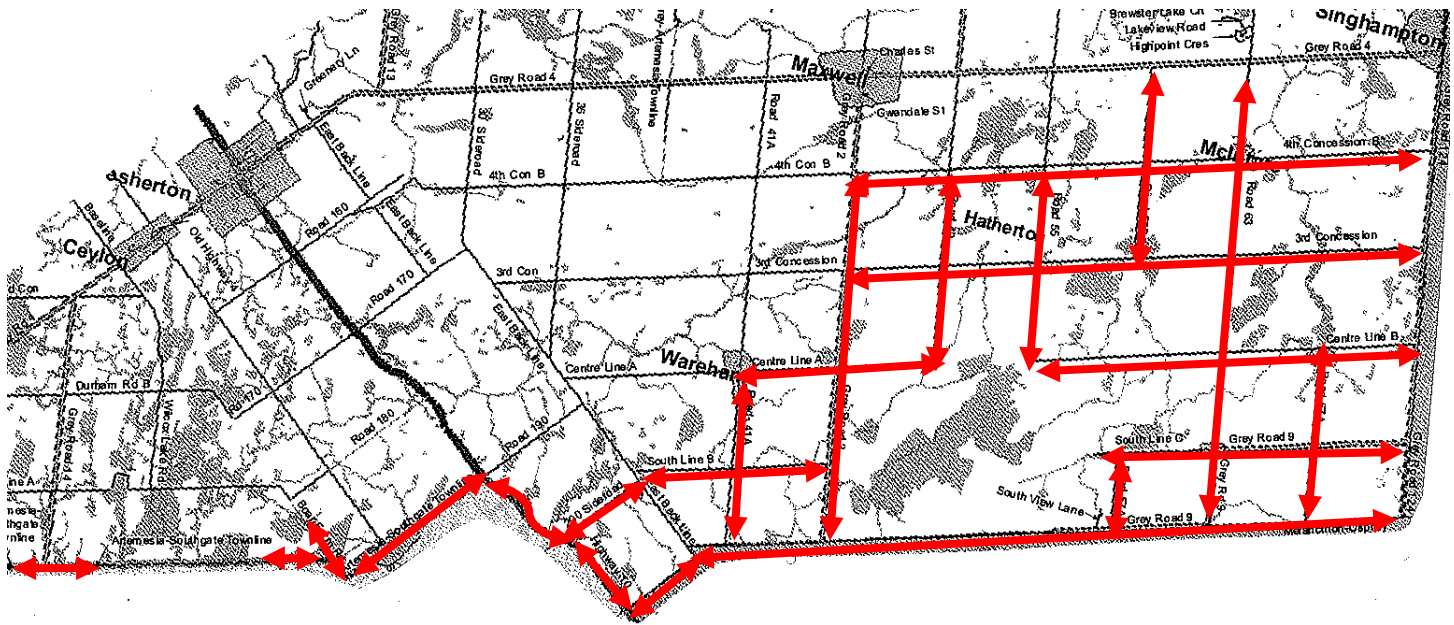
SCHEDULE "A"

FIRE AREA - SECTION 2 attached to and forming part of the Fire Protection Agreement between the Municipality of Grey Highlands and the "Township of Southgate", dated _____2022

The attached map indicates the Fire Area of the Municipality for the purposes of the Fire Protection Services Agreement between the Municipality of Grey Highlands and the Township of Southgate, dated _____2022

Road Description	Municipal Address Number Range
Properties facing onto	
the northerly side of the Artemesia-Southgate Townline / Grey Road 14	285303 to 285509
the northerly side of the Artemesia-Southgate Townline	286001 to 280539
the northerly side of the Melancthon- Artemesia Townline	240441 to 240553
the northerly side of the Melancthon-Osprey Townline	247005 to 249841
both sides of 200 Sideroad	260433 to 260584
both sides of South Line B	267001 to 268001 267000 to
both sides of South Line C	269209 to 269421 269210 to
both sides of Grey Road 9	269423 to 269841 269422 to
both side of Centre Line A (from Road 41A to Road 49)	307379 to 308028
Both side of Road 41 A (from Melancton-Osprey Townline to Centre Line A)	413373 to 413000
both sides Centre Line B	
both sides 3rd Concession	
both sides 4th Concession B	
northeasterly side of Highway 10	
both sides of East Back Line	
both sides of Grey Road 2 (from Grey Road 9 to 4th Concession B)	
both sides of Road 49	
both sides of Road 55	
both sides of Road 57A	
both sides of Road 57B	
both sides of Road 63	
both sides of Road 67A	

Mapping



SCHEDULE "B

SERVICE FEES - SECTION 13 attached to and forming part of the Fire Protection Agreement between the Municipality of Grey Highlands and the Township of Southgate, dated February 16, 2022.

Fire protection services fees payable by the Municipality of Grey Highlands to Southgate shall be as follows:

1. Reported Structure Fire, Wildland Fire or event requiring suppression capabilities:
 - A. Sum of \$1,950 per hour which includes 3 suppression- capable apparatus plus;
 - B. Firefighters at rate outlined in line 5.
2. Motor Vehicle Accident, Farm Accident, Commercial or Industrial Accident:
 - A. MTO Rates per hour per apparatus to a maximum of 3 apparatus plus;
 - B. Firefighters at rate outlined in line 5.
3. Tiered Medical Response:
 - A. MTO rate per hour.
4. False Alarms:
 - A. MTO rate for maximum one hour to a maximum two apparatus
 - B. Firefighters at rate outlined in line 5
5. Firefighter rate:
 - A. \$30.30 per hour first year (2022) (rate as per fire service provider)
 - B. Rate plus cost of living each year after 2022



Staff Report FIRE2022-005

Title of Report: FIRE2022-005- Grey Highlands Automatic Aid Agreement
Department: Fire
Council Date: February 16, 2022

Recommendation:

Be it resolved that Council receive Staff Report FIRE2022-005 for information; and
That Council consider approval of the Grey Highlands Automatic Aid Agreement with the Municipality of Grey Highlands by By-law 2022-030.

Background:

When fires occur in rural areas fire departments must transport water to the scene utilizing tanker trucks as municipal hydrants are not available. The majority of structure fires in the rural area require a minimum of three tankers to create an efficient tanker shuttle operation to provide adequate water. Fire departments have originally just summoned neighbouring communities tankers under the provisions of the Ontario Mutual Aid Program. According to the Mutual Aid Program a request for mutual aid can only be requested by the Incident Commander. The Incident Commander is established once the first fire apparatus arrives on scene.

Staff Comments:

Staff have worked with our legal team and created an Automatic Aid Agreement for tanker operations. In discussions with the Grey Highlands Fire Chief it was indicated that Grey Highlands has 3 tankers which get dispatched to all fires in the municipality and do not require the automatic dispatch of the Dundalk tanker. They will continue to summon the Dundalk tanker under the provisions of the Ontario Mutual Aid Program. Grey Highlands has agreed to the terms of this agreement and will be automatically dispatched for a tanker truck only in the agreed fire area if there is a confirmed structure fire. This will increase fire protection to our rural residents by having a water supply established faster as the neighbouring tanker truck will arrive to the scene ten to fifteen minutes earlier than if requested by mutual aid.

Financial Implications:

There are no financial implications due to this agreement as the service would be summoned under the Provincial Mutual Aid Plan regardless.

Communications & Community Action Plan Impact:

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

Concluding Comments:

Respectfully Submitted,

Dept. Head:	<u><i>Original Signed By</i></u>	CAO Approval:	<u><i>Original Signed</i></u>
	Derek Malynyk, Fire Chief Official		Dave Milliner, CAO

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE
BY-LAW NUMBER 2022-030

being a by-law to authorize an automatic aid agreement
between the Corporation of the Municipality of Grey Highlands
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 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 Fire Protection and Prevention Act, S.O. 1997, Chapter 4, as amended, Section 2 (6) authorizes a municipality to enter into fire services agreements with other municipalities to provide and/or receive fire protection services; and

Whereas the Council of The Corporation of the Township of Southgate has deemed it desirable to enter into an automatic aid agreement with the Corporation of the Municipality of Grey Highlands,

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

1. **That** the Automatic Aid Agreement between the Corporation of the Municipality of Grey Highlands and the Corporation of the Township of Southgate attached hereto as Schedule A is hereby adopted; and
2. **That** the Mayor and the Clerk are authorized and directed to sign the agreement, in substantially the same form as the agreement attached hereto as Schedule "A", on behalf of the Council of the Corporation of the Township of Southgate and all other documents as may be necessary to give effect thereto; and
3. **That** this by-law shall come into force and effect on the date of its passing.

Read a first, second, and third time and finally passed this 16th day of February, 2022.

John Woodbury – Mayor

Lindsey Green – Clerk

AUTOMATIC AID AGREEMENT made this _____ day of _____ 2022.
(the "Agreement")

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE
Hereinafter called "Southgate"

AND

THE CORPORATION OF THE MUNICIPALITY OF GREY HIGHLANDS
Hereinafter called "Grey Highlands"

WHEREAS Subsection 20(1) of the Municipal Act, 2001 allows a municipality to enter into an agreement with another municipality to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS Subsection 2(5) of the Fire Protection and Prevention Act, Chapter 4, Statutes of Ontario, 1997 ("FPPA") provides that a municipality may enter into an agreement to provide such fire protection services as may be specified in the agreement to lands or premises that are situated outside the territorial limits of the municipality and to receive such fire protection services as may be specified in the agreement from a fire department situated outside the territorial limits of the municipality;

AND WHEREAS Subsection 1(4) of the FPPA defines an automatic aid agreement to mean any agreement under which a municipality agrees to ensure the provision of an initial response to, *inter alia*, fires that may occur in a part of another municipality where a fire department in the municipality can respond more quickly than any fire department situated in the other municipality;

AND WHEREAS Section 2 (6) of the FPPA authorizes a municipality to enter into automatic aid agreements with other municipalities to provide and / or receive fire protection services;

AND WHEREAS Subsection 13(3) of the FPPA states that a firefighter or such other person as may be authorized by the fire chief may, without a warrant, enter on lands or premises that are outside the territorial limits of the municipality of the fire department that employs the firefighter or fire chief for the purposes of fighting a fire or of providing rescue or emergency services on such lands or premises if the council of the municipality has entered into an automatic aid agreement under which the entry is permitted;

AND WHEREAS Southgate operates fire protection services and assets that are suitable to meet municipal responsibilities required by the FPPA through a department established by the Township of Southgate;

AND WHEREAS Grey Highlands operates fire protection services and assets that are suitable to meet municipal responsibilities required by the FPPA through a department established by the Municipality of Grey Highlands;

AND WHEREAS Grey Highlands is prepared to provide Fire Protection Services in the Southgate Automatic Aid Fire Area on the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties hereto, as follows;

1. In this agreement,
 - a. **"Designate"** means a person who in the absence of the Fire Chief has the same powers and authority as the Fire Chief;
 - b. **"Fire Chief"** means the chief of either the fire department established by Grey Highlands, or the fire department established by Southgate;
 - c. **"Fire Protection Tanker Operations"** means the provision of a tanker filled with water along with a minimum of two firefighters to conduct tanker shuttle operations for fire protection purposes that is automatically and simultaneously dispatched in cooperation to the Grey Highlands Automatic Aid Fire Area or the Southgate Automatic Aid Fire Area depending on incident location.
 - d. **"Southgate Automatic Aid Fire Area"** means the fire area(s) of Southgate as described in schedule "A" attached to and forming part of this Agreement;
 - e. **"Tanker"** means fire apparatus designed to carry large volumes of water, including in connection with Fire Protection Tanker Operations.
2. Grey Highlands agrees to the provision of Fire Protection Tanker Operations to Southgate in the Southgate Automatic Aid Fire Area, subject to the terms of this Agreement.
3. Southgate's initial response to areas outlined on the attached maps shall include the automatic and simultaneous dispatch of the Grey Highlands Tanker by Owen Sound Police Services dispatch. Subject to the terms herein this Agreement, Grey Highlands is to respond in cooperation with Southgate to all calls to areas outlined on the attached maps within the Southgate Automatic Aid Fire Area when it is a confirmed structure fire.
4. Should Southgate's fire chief, or designate, require assistance or believe assistance may be required, by way of additional personnel, apparatus, or equipment, in addition to that provided by Sections 2 and 3 above, at an occurrence in the Southgate Automatic Aid Fire Area as the case may be, such assistance shall be summoned under provisions of the Grey County Mutual Aid Plan.
5. Notwithstanding Sections 2 and 3, a Fire Chief or Designate may deny the request to supply all or part of the Fire Protection Tanker Operations and at any time during the provision of the Fire Protection Tanker Operations to Southgate's Automatic Aid Fire Area and order the return of all or part of such personnel, apparatus and equipment involved for any reason in their sole discretion including but not limited to situations where response personnel, apparatus and/or equipment are required in its own jurisdiction.
6. The Southgate Fire Chief or his or her Designate shall have full authority and control over any activities in which the fire department may be engaged in.
7. A map of the Southgate Automatic Aid Fire Area clearly indicating the civic address of each intersection has been provided in Schedule "A" attached to and forming part of this Agreement. Southgate has and will continue to identify all streets, and roads in the Southgate Automatic Aid Fire Area by having them marked by signage at all intersections. Southgate agrees to install signage to identify all bridges in the Southgate Automatic Aid Fire Area as to weight limits and advice or alternate routes for the apparatus to travel. Bridges identified as being unable to carry the weight of the Tankers have been set out in Schedule "A". Any such bridges, so identified, will either limit or exclude Fire Protection Tanker Operations where the use of any of these bridges is required by a Tanker.

8. In consideration of the provision of Fire Protection Tanker Operations undertaken by Southgate and Grey Highlands pursuant to this Agreement, both parties agree that these services are reciprocal and will not be billable to either Municipality.
9. Where a party to this Agreement (hereinafter sometimes called the "Supplying Party") supplies another party to this Agreement (hereinafter sometimes called the "Assisted Party") with services, equipment and/or personnel pursuant to this Agreement, the Assisted Party shall release, indemnify and save harmless the Supplying Party from and against any and all claims, causes of action, suits, demands and expenses whatsoever arising out of or related to the services, equipment and/or personnel provided by the Supplying Party, its servants, employees or agents, their failure to respond to a request for automatic response pursuant to this Agreement or their failure to render adequate assistance or any assistance at all. For clarity, each party is responsible to pay any insurance deductibles charged by its own insurance company arising from any claims and shall release the other party from responsibility therefor.
10. The release and indemnity provided for in section 12 shall not apply:
 - a. to gross negligence or willful misconduct by any Supplying Party; or
 - b. in connection with any damage caused or injury suffered or caused by the Supplying Department travelling to the scene of an Emergency Incident; or
 - c. any costs associated with WSIB claims.
11. This Agreement does not constitute the Assisted Party as the employer of any firefighter of a Supplying Party. Any WSIB claims by any firefighters of a Supplying Party arising out of or related to this Agreement, shall be the responsibility of the Supplying Department.
12. So often as there may be any dispute between the parties to this Agreement, including, but not limited to the interpretation of this Agreement, the same shall be submitted to arbitration under the provisions of the *Arbitration Act*, 1991, (Ontario) as amended or replaced, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this agreement.
13. This Agreement enhances and is in addition to and does not derogate from any existing or future Mutual Aid Agreement as may be or may have been entered into by the parties.
14. If any covenant, provision, or term of this agreement should at any time be held by any competent tribunal to be void or unenforceable, then the agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this agreement which shall remain in full force and effect mutatis mutandis.
15. This Agreement shall come into force on the date when it is executed and shall remain in force until either party provides written notice of termination at least 365 days prior to the desired date of termination.
16. It is further agreed that everything herein shall respectively ensure to the benefit of and be binding upon the parties here to and their respective successors and assigns.

In Witness Whereof, this instrument has been executed by the duly authorized officers of the parties hereto on the day and year first above written.

THE CORPORATION OF THE MUNICIPALITY OF GREY HIGHLANDS

PER: _____
_____, Fire Chief

PER: _____
_____, Clerk

Date: _____

We have the authority to bind the corporation

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

PER: _____
John Woodbury, Mayor

PER: _____
Lindsey Green, Clerk

Date: _____

We have the authority to bind the corporation

SCHEDULE "A"

Map of Southgate Automatic Aid Fire Area

Road Description	Municipal Addresses Number Range
Properties facing onto	
Southgate Sideroad 75	752630 to 752809
Southgate Sideroad 73	733034 to 733203
Southgate Sideroad 71	712271 to 712789
Southgate Sideroad 21	212475 to 212746
Southgate Sideroad 19	192472 to 192790
Southgate Sideroad 15	152478 to 153070
Southgate Sideroad 13	132411 to 132921
Grey County Rd 14	112413 to 113143
Grey County Rd 9	185477 to 186699
Southgate Road 22	225486 to 226544
Southgate Road 24	245539 to 240429
Southgate Road 26	265534 to 260404
Proton Artemesia Townline	285471 to 280355
Hwy 10	772653 to 773213
Murial St.	
Elder St.	
Edgar St.	
Christie St.	



Staff Report PW2022-004

Title of Report: PW2022-004 Southgate Fuel Supply and Delivery Contract Extension

Department: Public Works

Branch: Transportation & Public Safety

Council Date: February 16, 2022

Recommendation:

Be it resolved that Council receive Staff Report PW2022-004 for information; and
That Council direct staff to execute the contract extension for Southgate Fuel Supply and Delivery services with McDougall Energy.

Background:

Southgate participated in the Grey County Fuel Supply & Delivery tender in 2018, which was awarded to McDougall Energy. The Township had the option to extend the contract in 2021 for an additional 2 years, plus an additional 2-year option with Grey County and some lower tier municipalities that were involved. McDougall's initial bid had a no cost delivery charge in the fee structure and advised that Imperial provides a rack price discount for a volume purchase.

Due to the fuel supply contamination issue that impacted some Southgate fleet vehicles and negotiations with McDougall Energy that were ongoing in 2021, with Unit 315 engine concerns, the contract was not renewed at that time, however McDougall continued with supplying and delivering fuel to Southgate.

Staff Comments:

McDougall Energy has committed to issue a credit to the Southgate account in the amount of \$7,500.00 plus HST for the engine issues with Unit 315 F150 pick-up truck, related to the fuel contamination on a "Goodwill Basis". (Attachment #1) McDougall energy request that Southgate commit and execute to extending the fuel supply and delivery contract for a 2-year period, ending on February 9, 2024, with again no delivery charges being imposed. (Attachment #2)

Staff recommends that a new engine be ordered for replacement in Unit 315. There is a 90-day order window for the engine to come in. There is a 3-year warranty on the new Ford engine, that would be replaced by Vanalstine Automotive.

The new agreement Article 5. – Minimum Volume states Southgate agrees to purchase annually a minimum of 250,000 litres of fuel.

The following is a breakdown of the past 3 years of McDougal fuel purchases:

Year	Volume Litres
2019	265,409
2020	282,138
2021	264,243

Financial Implications:

Southgate's fuel costs paid to McDougall Energy in 2021 were \$281,704.30. The quotes received for Unit 315 new engine replacement were \$15,246.88 and \$11,718.08 plus HST.

The McDougal credit amount of \$7,500.00 plus HST will be applied to the Unit 315 engine replacement.

Communications & Community Action Plan Impact:

Goal 5 - Upgrading our "Hard Services"

Action 5:

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

Concluding Comments:

Staff recommends that Council receive Staff Report PW2022-004 for information, and that Council direct staff to execute the contract extension for Southgate Fuel Supply and Delivery services with McDougall Energy.

Respectfully Submitted,

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

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

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

Attachments:

Attachment #1 – McDougal Full and Final Release

Attachment #2 – Southgate-McDougal Fuel Supply Agreement

Fuel Supply Agreement

This Agreement made this ____ day of February, 2022.

BETWEEN:

MCDUGALL ENERGY INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter called "MEI")

-and-

TOWNSHIP OF SOUTHGATE
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as "SOUTHGATE")

WHEREAS Southgate is desirous of obtaining from MEI its operational requirements for gasoline, clear and dyed diesel fuel as specified herein ("Fuel") through bulk deliveries by MEI;

AND WHEREAS MEI has agreed to supply Fuel upon the terms and conditions hereinafter set out;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency whereof are hereby acknowledged), the parties hereto hereby covenant and agree as follows:

ARTICLE 1. - PURCHASE AND SALE

1.1 Southgate agrees to exclusively purchase and accept from MEI and MEI agrees to sell and deliver to Southgate, Fuel to the location(s) described in Schedule "A" attached hereto (the "Premises") in accordance and subject to each of the terms and conditions hereinafter stated.

ARTICLE 2. - TERM

2.1 This Agreement shall be in effect for a term of **two (2)** years commencing on February 10, 2022 (the "Commencement Date") and ending on February 9, 2024 (the "End Date"), unless terminated sooner in accordance with the provisions of this Agreement (the "Term").

ARTICLE 3. - PRICE

3.1 Southgate hereby agrees to purchase both clear and dyed diesel from MEI Fuel at \$0.00 per litre above the Suncor Toronto rack at the time that Fuel is loaded at the designated loading rack for delivery to Southgate plus all applicable taxes. The aforementioned price shall include the cost of delivery. All purchases of Fuel shall be paid by Southgate within thirty (30) days from the date of invoice.

3.2 In the event that the MEI's purchase price for Fuel is increased such that it is deemed by MEI that it no longer makes economic sense to sell Fuel to Southgate at the price set out in subsection 3.1

above, MEI shall provide Southgate with sixty (60) days written notice of its intention to negotiate a new purchase price with Southgate. In the event that the parties cannot reach mutual agreement on a new purchase price within the aforementioned sixty (60) day period, MEI may, in its discretion, provide Southgate with a minimum of thirty (30) days written notice of termination of this Agreement.

3.3 Southgate shall pay interest on any past due amounts at the rate of 2.0% monthly non-compounded so long as payment of any monies due and payable hereunder is outstanding.

3.4 Any payment made to MEI by Southgate pursuant to this Agreement shall be collected by MEI by pre-authorized debit. Southgate agrees to execute and deliver to MEI an authorization for pre-authorized debit in the form established by MEI from time to time, to facilitate the collection of payments pursuant to this Article.

ARTICLE 4. - DELIVERY

4.1 The delivery of the Fuel hereunder shall be made by truck to the Premises. Title and risk of loss with respect to deliveries shall pass to Southgate when such load is delivered into the storage tanks at the Premises.

ARTICLE 5. – MINIMUM VOLUME

5.1 Southgate agrees to purchase annually from MEI a minimum of **two hundred and fifty thousand (250,000) litres** of Fuel (the “Minimum Volume”).

ARTICLE 6. - LOANED EQUIPMENT *intentionally deleted*

ARTICLE 7. - OBLIGATIONS OF SOUTHGATE

7.1 During the Term, Southgate shall:

- (a) comply with all legislation and regulations governing the handling of fuel on the Premises, including but not limited to the Technical Standards and Safety Authority Act and Environmental Protection Act, as amended from time to time; and
- (b) obtain and keep in full force and effect, at its own expense commercial general liability coverage for its Premises, products, operations, contractors and owners protections, environmental impairment, contractual liability, including hazards incidental to this Agreement, for inclusive limits of not less than \$1,000,000 for any occurrence.

ARTICLE 8. - DEFAULT

8.1 MEI may at its sole discretion terminate this Agreement without further notice or delay upon the happening of any of the following events of default:

- (a) Southgate fails to observe or perform any term or condition of this Agreement;
- (b) Southgate becomes insolvent (within the Bankruptcy and Insolvency Act) or commits or threatens to commit an act of bankruptcy or if a petition in bankruptcy, proposal, arrangement or reorganization under applicable bankruptcy legislation is filed by or against Southgate or if a receiver is appointed for Southgate.

ARTICLE 9. – INDEMNITY

9.1 Save and except for negligence on the part of MEI or its employees or agents, Southgate agrees to indemnify and save MEI and its assignees and their respective directors, officers, employees, agents and affiliates, harmless from any loss, demands, costs, claims, suits or actions for any damage to property or bodily injury arising from this Agreement, including without limitation, those arising out of, in respect of or in connection with:

- (a) the operation of Southgate's business;
- (b) the storage, handling, use of fuel by Southgate; and

the discharge, disbursal, release, or escape of fuel (whether supplied by MEI or not), liquids, gases, chemicals or waste materials or other irritants, contaminants or pollutants or from any loss or damage resulting from the operations of Southgate, whether or not such injuries occur on or off site and whether arising out of the existence, installation, maintenance, condition, possession or use of any equipment by Southgate..

ARTICLE 10. - FORCE MAJEURE

10.1 If the performance of this Agreement by either party hereto is delayed, interrupted or prevented by reason of any strike, labour difficulty (including strike, labour difficulty by the employees of either party hereto), lockout, accidents, fire, explosions, flood, pandemic, mobilization, war (declared or undeclared), hostilities, riots, rebellion, revolution, blockage, or any acts of government or governments or any agency thereof, acts of public enemy, acts of God, inability to secure or delay in securing supply of Fuel, equipment, materials, inability or delays in securing transportation facilities or any other cause, whether or not of the nature or character specifically enumerated above, which is beyond the control of such party:

- (a) such party shall be excused without liability from the performance of this Agreement, while and to the extent that such party is delayed by one or more of such causes; and
- (b) the performance of this Agreement shall be resumed as soon as practicable after such disability is removed.

10.2 Each party shall give notice to the other as promptly as practicable after the occurrence of any such cause and, insofar as known, the probable extent to which such party will be unable to perform or be delayed in performing its obligations hereunder, exercise due diligence to eliminate or remedy such cause delaying or interrupting its performance under this Agreement and give the other prompt notice when such cause has been eliminated or remedied.

ARTICLE 11. - NOTICE

11.1 Any notice required to be given hereunder shall be sufficiently given if delivered in person, telefaxes or if sent by prepaid registered mail, addressed as follows:

- (a) if to MEI at: 421 Bay Street, Suite 301, Sault Ste. Marie, ON P6A 1X3
- (b) if to Southgate at: 185667 Grey Road 9, Dundalk, On N0C 1B0

or such other address as may be furnished in writing from time to time by either party. If notice is mailed, it shall be deemed to have been given and received on the 3rd business day following mailing.

ARTICLE 12. – ASSIGNMENT

12.1 Southgate shall not assign this Agreement in whole or in part without the express written consent of MEI. MEI may assign all or any part of this Agreement.

ARTICLE 13. – BINDING EFFECT

13.1 This Agreement shall be binding upon and enure to the benefit of the parties hereto, their respective successors and permitted assigns.

ARTICLE 14. - SEVERABILITY

14.1 If any article, section or any portion of any section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceability or invalid Article, section or portion thereof shall be severed from the remainder of this Agreement.

ARTICLE 15. - LAW OF CONTRACT

15.1 This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario.

ARTICLE 16.- ENTIRE AGREEMENT

16.1 This Agreement constitutes the entire agreement between the parties with respect to all of the matters herein and its execution has not been induced by, nor do any of the parties rely upon or regard as material, any representations or writing whatever not incorporated herein and made a part hereof and may not be amended or modified in any respect except by written instrument signed by the parties hereto. Any schedule referred to herein are incorporated herein by reference and form part of the Agreement.

ARTICLE 17.- COUNTERPARTS AND FAX/E-MAIL SIGNATURES

17.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed/e-mailed form and the parties hereto adopt any signatures received by a receiving fax machine or computer as original signatures of the parties.

[signature page to follow]

IN WITNESS WHEREOF the parties have executed this Agreement this ____ day of February, 2022.

SIGNED, SEALED AND DELIVERED
in the presence of:

MCDUGALL ENERGY INC.

Per:

Name: Frank Sarlo
Title: VP Legal & HR
I have the authority to bind the corporation

TOWNSHIP OF SOUTHGATE

Per:

Name:
Title:

Name:
Title:

Name:
Title:

I/we have the authority to bind the Township.

SCHEDULE "A"
PREMISES

185667 Grey County Road 9, Hopeville, On N0C 1B0

123273 Southgate Road 12, Holstein, On N0G 2A0

75 Dundalk Street, Dundalk, ON N0C 1B0

413013 Southgate Sideroad 41, Egremont, On N0C 1B0

225604 Southgate 22 Road, Dundalk, On N0C 2A0

Note: By mutual written consent, additional delivery locations can be added to the above and form part of the Premises.

FULL AND FINAL RELEASE

IN CONSIDERATION of a credit granted August 13, 2021 on McDougall Energy Account #850524 to the Township of Southgate in the sum of four thousand, seven hundred and twenty-nine (\$4,729.00) dollars inclusive of all applicable taxes, provided to Township of Southgate, as a contribution towards costs resulting from a product mix at 185667 Grey Road 9, Dundalk, On N0C 1B0 on May 14, 2021, (the "Incident").

Upon receipt of a two (2) year supply commitment from the Township of Southgate to McDougall Energy Inc. and, as a goodwill gesture, a further credit in the amount of eight thousand, four hundred and seventy-five (\$8,475.00) dollars inclusive of all applicable taxes.

Township of Southgate hereby releases and forever discharges McDougall Energy Inc., its officers, directors, agents and assigns ("McDougall Energy") from any and all actions, causes of actions, claims and demands for damages, loss or injury, howsoever arising, which heretofore may have been or may hereafter be sustained by Township of Southgate as a result of the Incident including all damage, loss and injury not now known or anticipated but which may arise in the future and all effects and consequences thereof.

AND FOR THE SAID CONSIDERATION Township of Southgate further agrees not to make any claim or take any proceedings against any other person or corporation who might claim contribution or indemnity under the provisions of the Negligence Act and the amendments thereto from the person, persons or corporation discharged by this release.

IT IS UNDERSTOOD AND AGREED that the said payment by McDougall Energy is deemed to be no admission whatsoever of liability on the part of McDougall Energy.

signature page to follow

IN WITNESS WHEREOF, Robert S. Laing has read and understands the above release and has had the opportunity, if so desired, to obtain independent legal advice and has hereunto set his hands this _____ day of February, 2022.

TOWNSHIP OF SOUTHGATE

Per:

Name:

Title:

Name:

Title:

Name:

Title:

I/we have the authority to bind the Township.



Staff Report PW2022-006

Title of Report: PW2022-006 Dundalk Drinking Water 2021 Annual Report
Department: Public Works
Branch: Water & Wastewater
Council Date: February 16, 2022

Recommendation:

Be it resolved that Council receive Staff Report PW2022-006 for information; and
That Council approve the Dundalk Drinking Water 2021 Annual Report.

Background:

The information below is provided from the Safe Drinking Water Act 2002, Ontario Regulation 170/03, Drinking Water Systems.

Annual reports

11. (1) The owner of a drinking water system shall ensure that an annual report is prepared in accordance with this section. O. Reg. 170/03, s. 11 (1); O. Reg. 247/06, s. 10 (1).

(2) The owner of a drinking water system, other than a large municipal residential system or a small municipal residential system, shall ensure that, when the annual report is prepared, a copy of the report is given to,

(a) each designated facility served by the system; and
(b) the interested authority for each designated facility served by the system. O. Reg. 170/03, s. 11 (2); O. Reg. 247/06, s. 10 (2).

(2.1) If a drinking water system is connected to and receives all of its drinking water from another drinking water system, the owner of the system from which the water is obtained shall ensure that, when the annual report for the system is prepared, a copy of the report is given to the owner of the system that obtains the water. O. Reg. 269/03, s. 6 (1); O. Reg. 247/06, s. 10 (3).

(3) In the case of the following drinking water systems, the annual report must cover the period from January 1 to December 31 in a year and must be prepared not later than February 28 of the following year:

1. Large municipal residential systems.
2. Small municipal residential systems.
3. Large municipal non-residential systems.
4. Small municipal non-residential systems.
5. Non-municipal year-round residential systems. O. Reg. 170/03, s. 11 (3); O. Reg. 247/06, s. 10 (4).

(4) In the case of non-municipal seasonal residential systems and large nonmunicipal non-residential systems, the annual report must cover the period from November 1 in a year to October 31 of the following year and must be prepared not later than December 31 of the latter year. O. Reg. 170/03, s. 11 (4); O. Reg. 247/06, s. 10 (5).

(5) In the case of small non-municipal non-residential systems, the annual report must cover the period from April 1 in a year to March 31 of the following year and must be prepared not later than May 31 of the latter year. O. Reg. 170/03, s. 11 (5); O. Reg. 247/06, s. 10 (6).

(6) The annual report must,

(a) contain a brief description of the drinking water system, including a list of water treatment chemicals used by the system during the period covered by the report;

(b) summarize any reports made to the Ministry under subsection 18 (1) of the Act or section 16-4 of Schedule 16 during the period covered by the report;

(c) summarize the results of tests required under this Regulation, or under an approval, municipal drinking water licence or order, including an OWRA order, during the period covered by the report and, if tests required under this Regulation in respect of a parameter were not required during that period, summarize the most recent results of tests of that parameter;

(d) describe any corrective actions taken under Schedule 17 or 18 during the period covered by the report;

(e) describe any major expenses incurred during the period covered by the report to install, repair or replace required equipment;

(f) in the case of a large municipal residential system or a small municipal residential system, include a statement of where a report prepared under Schedule 22 will be available for inspection under subsection 12 (4); and

(g) in the case of a large municipal residential system, small municipal residential system or non-municipal year-round residential system, specify the number of points sampled during the periods described in subsection 15.1-4 (2) or subsection 15.1-5 (5) of Schedule 15.1 to the Regulation, the number of samples taken, and the number of points where a sample exceeded the prescribed standard for lead during those periods. O. Reg. 170/03, s. 11 (6); O. Reg. 418/09, s. 8; O.Reg. 458/16, s. 6(1).

(6.1) Clause (6) (g) does not apply unless a sample is taken from plumbing under subsection 15.1-4 (1) or (3) or subsection 15.1-5 (3), (4) or (8) of Schedule 15.1 to the Regulation. O. Reg. 458/16, s. 6 (2).

(7) The owner of a drinking water system shall ensure that a copy of an annual

report for the system is given, without charge, to every person who requests a copy. O. Reg. 269/03, s. 6 (2).

(8) If a drinking water system is connected to and receives all of its drinking water from another drinking water system, the owner of the system that obtains the water shall ensure that a copy of an annual report for the system from which the water is obtained is given, without charge, to every person who requests a copy. O. Reg. 269/03, s. 6 (2).

(9) Subsections (7) and (8) do not apply to an annual report that is more than two years old. O. Reg. 269/03, s. 6 (2).

(9.1) Every time that an annual report is prepared for a drinking water system, the owner of the system shall ensure that effective steps are taken to advise users of water from the system that copies of the report are available, without charge, and of how a copy may be obtained. O. Reg. 269/03, s. 6 (2).

(10) If a large municipal residential system serves more than 10,000 people, the owner of the system shall ensure that a copy of every report prepared under this section is available to the public at no charge on a website on the Internet. O. Reg. 170/03, s. 11 (10).

(11) The obligation to ensure that a report be given to the interested authority for a designated facility under subsection (2) does not apply to the following designated facilities:

1. A private school.
2. A children's camp.
3. A residence for seniors or retired persons, or any other similar residence, where attainment of a mature age is a factor in being accepted for occupancy. O. Reg. 170/03, s. 11 (11).

(12)-(17) REVOKED: O. Reg. 253/05, s. 8 (1).

(18) If section 12 of Ontario Regulation 459/00 and section 15 of Ontario Regulation 505/01 did not apply to the owner of a system to which subsection (5) applies, no report is required to be prepared under subsection (5) until May 31, 2006 and, despite that subsection, the report required to be prepared not later than May 31, 2006 shall cover the period from June 1, 2005 to March 31, 2006. O. Reg. 247/06, s. 10 (7).

(19) REVOKED: O. Reg. 253/05, s. 8 (2).

Information to be available

12. (1) The owner of a drinking water system shall ensure that the following information is available for inspection in accordance with subsection (4):

1. A copy of every test result obtained in respect of a test required under this Regulation, or where continuous monitoring equipment is used under section 6-5 of Schedule 6, the daily minimum, maximum, and mean results obtained in respect of a test required under this Regulation, or under an Page 4 of 5 approval, municipal drinking water licence or order, including an OWRA order.

2. A copy of every approval, drinking water works permit, municipal drinking water licence and order, including OWRA orders, that applies to the system and is still in effect, if the approval, permit, licence or order was issued after January 1, 2001.

3. A copy of every annual report prepared under section 11.

4. A copy of every report prepared under Schedule 21 or 22.

5. A copy of this Regulation. O. Reg. 170/03, s. 12 (1); O. Reg. 247/06, s. 11; O. Reg. 418/09, s. 9.

(2) Paragraphs 1 and 2 of subsection (1) do not apply to a record, report or test result until the day after it comes into the owner's possession. O. Reg. 170/03, s. 12 (2).

(3) Paragraphs 1 to 4 of subsection (1) do not apply to a record, report or test result that is more than two years old. O. Reg. 170/03, s. 12 (3); O. Reg. 253/05, s. 9 (1).

(4) The information must be available for inspection by any member of the public during normal business hours, without charge,

(a) at the office of the owner or, if the office of the owner is not reasonably convenient to users of water from the system, at a location that is reasonably convenient to those users; and

(b) if the owner is not a municipality but the system serves a municipality, at the office of the municipality. O. Reg. 170/03, s. 12 (4).

(5) If the owner of a drinking water system provides the operator of a designated facility with a copy of the information referred to in subsection (1), the operator of the facility shall ensure that the information is available at the facility, between 9 a.m. and 5 p.m. or during normal business hours, for inspection without charge by any person allowed to enter the facility. O. Reg. 170/03, s. 12 (5).

(6) REVOKED: O. Reg. 253/05, s. 9 (2).

Staff Comments:

Staff will be providing the Dundalk Drinking Water 2021 Annual Report to the Ministry of the Environment, Conservation and Parks (MECP), designated facilities - schools and day cares, Dundalk Library, Dundalk Works Depot, Southgate Municipal Office and posted on the Southgate website.

The 2021 water consumption increased 1.85% over the 2020 consumption and the total number of services connected to the Dundalk water system for 2021 is now 1,318 connections.

Financial Implications:

There are no financial impacts to this report.

Communications & Community Action Plan Impact:

Goal 5 - Upgrading our "Hard Services"

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

Concluding Comments:

Staff recommends that Council receive Staff Report PW2022-006 for information, and that Council approve the Dundalk Drinking Water 2021 Annual Report.

Respectfully Submitted,

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

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

Attachments:

Attachment #1 – Dundalk Drinking Water 2021 Annual Report



Township of Southgate

Dundalk Waterworks

2021 Annual Report

Jim Ellis
Public Works Manager

Dundalk Waterworks 2021 Annual Report

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Dundalk Waterworks - Township of Southgate

2021 Annual Water Report

Site: Village of Dundalk
Operations Address: 75 Dundalk Street,
Dundalk, Ontario N0C 1B0
Waterworks #: 220001753
Municipal Drinking Water Licence: 110-101, Issue No. 5
Drinking Water Works Permit: 110-201, Issue No. 5
Period of this Report: January 1- December 31 **Year:** 2021

Description of System

The water system known as Dundalk Water Works is a ground water source consisting of three production wells, one monitoring well and a distribution system. The system is monitored by a SCADA system installed in 2006 which communicates through RF towers and PLC's in the wells to record data and monitor operations.

Well D3 is equipped with a submersible pump, flow meter, two ultra violet sterilization chambers and a chemical feed pump for sodium hypochlorite and is connected to a 1365 m³ baffled storage tank with 2 pax mixers. Two turbine high lift pumps pump from storage through a flow meter into a distribution system and a booster chemical feed pump are connected after the reservoir and starts automatically if the chlorine residual begins to fall. This well has a capacity of 1182 m³/day. This pump house is equipped with two chlorine analyzers, one prior to the reservoir and the second installed prior to entering the distribution system. The entire system is under the control of a PLC system and any failures alarm a dial out system to alert operators. Well D3 is equipped with an 80 kW diesel generator that starts automatically in the event of a power outage and is capable of providing power to maintain this water supply.

Well D4 was constructed in 2004 and is equipped with a submersible pump, flow meter and a chemical feed pump for sodium hypochlorite and is connected to a 187.7 m³ baffled reservoir. Two turbine high lift pumps pump from storage through a flow meter into a distribution system and a booster chemical feed pump is connected after the reservoir that automatically starts if the chlorine residual begins to fall. This well has a 1637 m³/day capacity. This pump house is equipped with two chlorine analyzers, one prior to the reservoir and the second installed prior to entering the distribution system. The entire system is under the control of a PLC system and any failures alarm a dial out system to alert operators. Well D4 is equipped with a 100 kW diesel generator with automatic transfer switch for standby power.

Well D5 was drilled in 2017 with the well house and reservoir built in 2019. It is equipped with a 15hp submersible pump that fills a rectangular baffled reservoir with a capacity of 536 cubic meters. Two turbine high lift pumps pump from storage through a flow meter into a distribution system and a booster chemical feed pump is connected after the reservoir that automatically starts if the chlorine residual begins to fall. This well has a 1961 m3/day capacity. This pump house is equipped with two chlorine analysers, one prior to the reservoir and the second installed prior to entering the distribution system. The entire system is under the control of a PLC system and any failures alarm a dial out system to alert operators. Well D5 is equipped with a 150 kW diesel generator with automatic transfer switch for standby power.

The distribution system is made up of a network of water mains of varying size with 1,318 service connections.

Summary of all Test Results

Treated Water Recap:

No. of Distribution Samples taken	210
No. of Treated Water Well Samples taken	158
No. of samples with Total Coliform	0
No. of samples with E Coli	0
No. of treated samples with Heterotrophic Plate Count >500	1

Raw Water Recap:

No. of Raw Water Well Samples taken	156
No. of Raw samples with Total Coliform	5
No. of Raw samples with E Coli	1
No. of Raw samples with Heterotrophic Plate Count > 500	1

Heterotrophic Plate Counts are conducted on some treated and distribution system samples. The HPC test is used as a tool to monitor overall quality, but the results are not indicators of water safety. There is not a Drinking Water Quality Standard for HPC.

Summary of Adverse Test Results Reported: -

Adverse Sodium results which are not reportable.

Description of Corrective Action Taken:

- The Health Unit was advised to notify users and information was put on the back of the water bills.

Description of Major Equipment Expenses:

- Rowes Lane watermain upgrade =\$128,389.12
- Water Tower design and engineering = \$2,974.48
- Victoria Street pre-engineering design \$1,836.77
- Glenelg Street watermain upgrade \$1,602.72
- Purchased water meters = \$25,343.32
- Debt Well D5/ Main St E was \$127,001

New Equipment Installed:

Nothing to report.

Equipment Replaced:

2 – 6" Watermain valves \$1,231.30

Repairs to Equipment:

Well D3 generator radiator replacement \$4,943.67

Frozen Water:

Nothing to report.

Township of Southgate - Dundalk Waterworks
Average Day Well Consumption vs. Maximum Flow/Day Allowed Report 2021

Month	Average Day Water Consumption Well #3	Maximum Flow Rate Allowed Well #3/Day	Average Day Water Consumption Well #4	Maximum Flow Rate Allowed Well #4/Day	Average Day Water Consumption Well #5	Maximum Flow Rate Allowed Well #5/Day	Average Day Water Consumption All Wells	Maximum Flow Rate Allowed All Wells/Day
January	219	1,182	203	1,637	221	1,961	643	2,817
February	215	1,182	224	1,637	181	1,961	620	2,817
March	216	1,182	211	1,637	206	1,961	633	2,817
April	212	1,182	184	1,637	202	1,961	598	2,817
May	219	1,182	226	1,637	198	1,961	643	2,817
June	216	1,182	321	1,637	208	1,961	745	2,817
July	216	1,182	216	1,637	200	1,961	632	2,817
August	222	1,182	182	1,637	270	1,961	674	2,817
September	216	1,182	198	1,637	195	1,961	609	2,817
October	215	1,182	223	1,637	206	1,961	644	2,817
November	217	1,182	244	1,637	196	1,961	657	2,817
December	216	1,182	304	1,637	202	1,961	722	2,817
Annual Monthly Average in M₃	217	1,182	228	1,637	207	1,961	652	2,817

Note: Flow in above chart is in Cubic Meters

Certificate of Approval Well Pumping Maximum Flow Rate per Day

Well	Maximum Pump Rate in Liters/Min.	Maximum Pump Rate in Liters/Day	Maximum Pump Rate in m ³ /Day	Maximum Pump Rate in Gallons/Day
Well #3	820	1,180,800	1181	259,985
Well #4	1137	1,637,280	1636	360,149
Well #5	1362	1,961,280	1961	431,695
Total			2817	620,134

Township of Southgate - Dundalk Waterworks
Maximum One Day Well Consumption vs. Maximum Flow Allowed Report 2021

Month	Maximum One Day Consumption Well #3	Maximum Flow Allowed/Day Well #3	Maximum One Day Consumption Well #4	Maximum Flow Allowed/Day Well #4	Maximum One Day Consumption Well #5	Maximum Flow Allowed/Day Well #5	Maximum One Day Flow All Wells	Maximum Flow Allowed/Day All Wells
January	297	1,182	512	1,637	414	1,961	887	2,817
February	393	1,182	442	1,637	379	1,961	898	2,817
March	313	1,182	260	1,637	772	1,961	772	2,817
April	320	1,182	251	1,637	294	1,961	725	2,817
May	341	1,182	474	1,637	254	1,961	909	2,817
June	331	1,182	525	1,637	343	1,961	1,004	2,817
July	315	1,182	301	1,637	252	1,961	837	2,817
August	345	1,182	408	1,637	542	1,961	910	2,817
September	335	1,182	255	1,637	320	1,961	791	2,817
October	248	1,182	438	1,637	517	1,961	842	2,817
November	330	1,182	452	1,637	213	1,961	889	2,817
December	358	1,182	501	1,637	381	1,961	884	2,817
Annual Maximum for One Day - m³	393	1182	525	1637	772	1961	1004	2817
Annual Maximum for One Day - Gal	86,515	260,205	115,574	360,369	169,948	431,695	221,021	620,134

Note: Flow in above chart is in Cubic Meters

Certificate of Approval Well Pumping Maximum Capacity per Day

Well	Maximum Pump Rate in Liters/Min.	Maximum Pump Rate in Liters/Day	Maximum Pump Rate in m ³ /Day	Maximum Pump Rate in Gallons/Day
Well #3	822	1,183,680	1181	259,985
Well #4	1134	1,632,960	1636	360,149
Well #5	1362	1,961,280	1961	431,695
Total			2817	620,134

Township of Southgate - Dundalk Waterworks
Total Well Consumption vs. Maximum Flow Allowed Report 2021

Month	Water Consumption Well #3	Monthly Flow Allowed Well #3	Water Consumption Well #4	Monthly Flow Allowed Well #4	Water Consumption Well #5	Monthly Flow Allowed Well #5	# of Days in Month
January	6,776	36,611	6,290	50,716	6,846	60,791	31
February	6,015	33,068	6,259	45,808	5,060	54,908	28
March	6,694	36,611	6,554	50,716	6,388	60,791	31
April	6,370	35,430	5,520	49,080	6,062	58,830	30
May	6,777	36,611	7,018	50,716	6,136	60,791	31
June	6,485	35,430	9,618	49,080	6,248	58,830	30
July	6,711	36,611	6,685	50,716	6,204	60,791	31
August	6,870	36,611	5,636	50,716	8,364	60,791	31
September	6,486	35,430	5,934	49,080	5,848	58,830	30
October	6,667	36,611	6,903	50,716	6,375	60,791	31
November	6,499	35,430	7,319	49,080	5,875	58,830	30
December	6,686	36,611	9,435	50,716	6,254	60,791	31
Annual Flow in m3	79,036	431,065	83,171	597,140	75,660	715,765	

Certificate of Approval Well Pumping Maximum Flow Rate per Day

Well	Maximum Pump Rate in Liters/Min.	Maximum Pump Rate in Liters/Day	Maximum Pump Rate in m ³ /Day	Maximum Pump Rate in Gallons/Day	Water Consumption in m3 by Well in 2019	Annual Flow Allowed at each Wells
Well #3	822	1,183,680	1181	259,985	79,036	431,065
Well #4	1134	1,632,960	1636	360,149	83,171	597,140
Well #5	1362	1,961,280	1961	431,695	75,660	715,765
Total			2817	620,134	237,867	1,743,970

OPTIONAL ANNUAL REPORT TEMPLATE

Drinking-Water System Number:	220001753
Drinking-Water System Name:	Dundalk Waterworks
Drinking-Water System Owner:	Township of Southgate
Drinking-Water System Category:	Large Municipal – Residential
Period being reported:	January 1 to December 31, 2021

<p><u>Complete if your Category is Large Municipal Residential or Small Municipal Residential</u></p> <p>Does your Drinking-Water System serve more than 10,000 people? Yes [] No [x]</p> <p>Is your annual report available to the public at no charge on a web site on the Internet? Yes [x] No []</p> <p>Location where Summary Report required under O. Reg. 170/03 Schedule 22 will be available for inspection.</p> <div style="border: 1px solid black; padding: 5px;"> <ul style="list-style-type: none"> • Southgate Municipal Office (near Hopeville) 185667 Grey Road 9, RR 1 Dundalk ON N0C 1B0 • Dundalk Works Depot 75 Dundalk St Dundalk ON N0C 1B0 • Dundalk Library 80 Proton Street North </div>	<p><u>Complete for all other Categories.</u></p> <p>Number of Designated Facilities served:</p> <div style="border: 1px solid black; padding: 2px; width: 100px; text-align: center;">3</div> <p>Did you provide a copy of your annual report to all Designated Facilities you serve? Yes [x] No []</p> <p>Number of Interested Authorities you report to:</p> <div style="border: 1px solid black; padding: 2px; width: 100px; text-align: center;">3</div> <p>Did you provide a copy of your annual report to all Interested Authorities you report to for each Designated Facility? Yes [x] No []</p>
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Note: For the following tables below, additional rows or columns may be added or an appendix may be attached to the report

List all Drinking-Water Systems (if any), which receive all of their drinking water from your system:

Drinking Water System Name	Drinking Water System Number

Did you provide a copy of your annual report to all Drinking-Water System owners that are connected to you and to whom you provide all of its drinking water?
 Yes [] No [x]

Indicate how you notified system users that your annual report is available, and is free of charge.

- ☒ Public access/notice via the web
☒ Public access/notice via Government Office
☒ Public access/notice via a newspaper
☒ Public access/notice via Public Request
☒ Public access/notice via a Public Library
☐ Public access/notice via other method _____

Describe your Drinking-Water System

Dundalk Waterworks has three operational wells. The Township has a 1306 m³ of storage in an above ground baffled reservoir at Well 3, a 187.7 m³ baffled reservoir at Well D4 and a 536 m³ baffled reservoir at Well D5. The water is pumped by high lift pumps into the distribution system from one of the reservoirs. All wells communicate by RF towers to control which well is in the lead and are monitored by SCADA through the same communications system.

List all water treatment chemicals used over this reporting period

Sodium Hypochlorite

Were any significant expenses incurred to?

- ☐ Install required equipment
☒ Repair required equipment
☒ Replace required equipment

Please provide a brief description and a breakdown of monetary expenses incurred

Well D3 generator radiator replacement \$4,943.67

- Rowes Lane watermain upgrade =\$128,389.12
- Water Tower design and engineering = \$2,974.48
- Victoria Street pre-engineering design \$1,836.77
- Glenelg Street watermain upgrade \$1,602.72
- Purchased water meters = \$25,343.32
- Debt Well D5/ Main St E was \$127,001

Provide details on the notices submitted in accordance with subsection 18(1) of the Safe Drinking-Water Act or section 16-4 of Schedule 16 of O.Reg.170/03 and reported to Spills Action Centre

Incident Date	Parameter	Result	Unit of Measure	Corrective Action	Corrective Action Date
12/7/21	Sodium	28.5	Mg/L	N/R	N/A
12/7/21	Sodium	30.0	Mg/L	N/R	N/A
1/3/21	Sodium	31.6	Mg/L	N/R	N/A
1/3/21	Sodium	30.2	Mg/L	N/R	N/A
7/6/20	Sodium	31.6	Mg/L	N/R	N/A
7/6/20	Sodium	27.6	Mg/L	N/R	N/A
3/9/20	Sodium	29.5	Mg/L	N/R	N/A
3/9/20	Sodium	30.2	Mg/L	N/R	N/A
7/2/19	Sodium	26.7	Mg/L	N/R	N/A
7/2/19	Sodium	25.0	Mg/L	N/R	N/A
3/4/19	Sodium	23.5	Mg/L	N/R	N/A
3/4/19	Sodium	22.8	Mg/L	N/R	N/A
3/9/18	Sodium	36.3	Mg/l	Re-sampled	3/13/18
3/9/18	Sodium	31.9	Mg/l	Re-sampled	3/13/18
3/5/18	Sodium	36.3	mg/l		
3/6/17	Sodium	28.2	mg/l	N/R	N/A
7/5/16	Sodium	28	mg/l	N/R	N/A
3/10/16	Sodium	28.8	mg/l	Re-sampled	7/5/16
3/9/15	Sodium	28.7	mg/l	N/R	N/A
3/3/14	Sodium	31.5	mg/l	Re-sampled	3/3/14
3/14/13	Sodium	30.2	mg/l	Re-sampled	3/14/13
3/14/13	Sodium	23.7	mg/l	Re-sampled	3/14/13

Microbiological testing done under the Schedule 10, 11 or 12 of Regulation 170/03, during this reporting period.

	Number of Samples	Range of E.Coli Or Fecal Results (min #)-(max #)	Range of Total Coliform Results (min #)-(max #)	Number of HPC Samples	Range of HPC Results (min #)-(max #)
Raw	156	0-1	0-6	156	0-750
Treated	159	0-0	0-0	159	0-2000
Distribution	210	0-0	0-0	210	0-270

Operational testing done under Schedule 7, 8 or 9 of Regulation 170/03 during the period covered by this Annual Report.

	Number of Grab Samples	Range of Results (min #)-(max #)
Turbidity	36	0.04 - 0.11
Chlorine	365 8760 – D3 8760 – D4 8760 – D5	Distribution Free 0.34 – 1.45 Treated Free 0.77 – 1.57 Treated Free 0.80 – 1.43 Treated Free 0.70 – 1.30
Fluoride (If the DWS provides fluoridation)		

NOTE: For continuous monitors use 8760 as the number of samples.

*NOTE: Record the unit of measure if it is **not** milligrams per litre.*

Summary of additional testing and sampling carried out in accordance with the requirement of an approval, order or other legal instrument.

Date of legal instrument issued	Parameter	Date Sampled	Result	Unit of Measure
Drinking Water License 110-101 Issue Number 5 (01/28/2021), Permit 110-201 Issue Number 5 (01/28/2021),	Sodium	12/7/21	D3-30.0 D4-28.5 D5-15.9	Mg/L
		1/3/21	D3-31.6 D4-30.2 D5-17.2	
	Radionuclides	1/3/21		
	D3 Gross Alpha	“	<0.10	Bq/L
	D3 Gross Beta	“	0.15	Bq/L
	D3 Tritium	“	<15	Bq/L
	D4 Gross Alpha	“	0.12	Bq/L
	D4 Gross Beta	“	0.11	Bq/L
	D4 Tritium	“	<15	Bq/L
	D5 Gross Alpha	“	0.11	Bq/L
	D5 Gross Beta	“	0.1	Bq/L
	D5 Tritium	“	<15	Bq/L
Drinking Water License 110-101(01/02/2016), Permit 110-201(02/02/2016)	Sodium	3/9/20	D3-29.5 D4-30.2 D5-16.3	mg/l
		7/6/20	D3-31.6 D4-27.6 D5-15.7	
“	Sodium	3/8/19	D3-22.8 D4-23.5	mg/l
“	Sodium	3/6/17	D3-28.2 D4-26.3	mg/l

“	Sodium	July 5/16	D3-27.9 D4-28	mg/l
“	Sodium	March 8/16	D3-28.8 D4-27.7	mg/l
“	Sodium	March 9/15	D3-28.7	mg/l
“	Sodium	”	D4 – 18.1	mg/l
“	Radionuclides	March 16/19		ug/l
“	D3 Gross Alpha	”	0.13	“
“	D3 Gross Beta	“	<0.10	“
“	D3 Tritium	“	<15	“
“	D4 Gross Alpha	“	0.12	“
“	D4 Gross Beta	“	<0.10	“
“	D4 Tritium	“	<15	“

Summary of Inorganic parameters tested during this reporting period or the most recent sample results

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
Antimony	March/1/21	<0.0001	mg/l	
Arsenic	March/1/21	D3-0.0012 D4-0.0003 D5-0.0008	“	
Barium	March/1/21	D3-0.105 D4-0.096 D5-0.105	“	
Boron	March/1/21	D3-0.054 D4-0.040 D5-0.048	“	
Cadmium	March/1/21	D3-<0.000015 D4-<0.000015 D5-<0.000015	“	
Chromium	March/1/21	D3-<0.002 D4-<0.002 D5-<0.002	“	
*Lead	March 16-18/21 Sept 23/21 to Oct 4/21	Low-0.00009 High-0.00093 Low-0.00009 High-0.00117	mg/l	
Mercury	March/1/21	D3-<0.00002 D4-<0.00002 D5-<0.00002	“	
Selenium	March/1/21	D3-<0.001 D4-<0.001 D5-<0.001	“	
Sodium	July 6/20	D3-31.6 D4-27.6 D5-15.7	mg/l	
Uranium	March/1/21	D3-0.00193 D4-0.00175 D5-0.00035	mg/l	

Fluoride	March 6/17 Jan 20/20 Jan 23/20	0.86 D5-2.0 D5-2.5	mg/l	
Nitrite	October 5/21	D3-0.1 D4-<0.1 D5-<0.1	“	
Nitrate	October 5/21	D3-1.1 D4-1.9 D5-<0.1	“	

*Only for drinking water systems testing under Schedule 15.2; this includes large municipal non-residential systems, small municipal non-residential systems, non-municipal seasonal residential systems, large non-municipal non-residential systems, and small non-municipal non-residential systems

Summary of lead testing under Schedule 15.1 during this reporting period

(Applicable to the following drinking water systems; large municipal residential systems, small municipal residential systems, and non-municipal year-round residential systems)

*Note: Municipality is on reduced sampling schedule currently.

Location Type	Number of Samples	Range of Lead Results (min#) – (max #)	Number of Exceedances
Residential	20	0.00009 – 0.00093	0
Non-Residential	2	0.00023 – 0.00117	0
Distribution	4	0.00015 – 0.00032	0

Summary of Organic parameters sampled during this reporting period or the most recent sample results

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
Alachlor	March 5/18	0.02	ug/l	
Aldicarb	March 9/15	0.01	“	
Aldrin + Dieldrin	March 9/15	0.01	“	
Atrazine + N-dealkylated metabolites	March 5/18	0.01	“	
Azinphos-methyl	March 5/18	0.05	ug/l	
Bendiocarb	March 9/15	0.01	“	
Benzene	March 1/21	<0.5	“	
Benzo(a)pyrene	March 5/18	0.004	“	
Bromoxynil	March 5/18	0.33	“	
Carbaryl	March 5/18	0.05	“	
Carbofuran	March 5/18	0.01	“	
Carbon Tetrachloride	March 1/21	<0.2	“	
Chlordane (Total)	March 9/15	0.01	“	
Chlorpyrifos	March 5/18	0.02	“	
Cyanazine	March 9/15	0.03	“	
Diazinon	March 5/18	0.02	“	

Dicamba	March 5/18	0.20	“	
1,2-Dichlorobenzene	March 1/21	<0.5	“	
1,4-Dichlorobenzene	March 1/21	<0.5	“	
Dichlorodiphenyltrichloroethane (DDT) + metabolites	March 9/15	0.01	“	
1,2-Dichloroethane	March 1/21	<0.5	“	
1,1-Dichloroethylene (vinylidene chloride)	March 1/21	<0.5	“	
Dichloromethane	March 1/21	<5	“	
2-4 Dichlorophenol	March 5/18	0.15	“	
2,4-Dichlorophenoxy acetic acid (2,4-D)	March 5/18	0.19	“	
Diclofop-methyl	March 5/18	0.40	“	
Dimethoate	March 5/18	0.03	“	
Dinoseb	March 9/15	0.36	“	
Diquat	March 5/18	1.00	“	
Diuron	March 5/18	0.03	“	
Glyphosate	March 5/18	1.00	“	
Heptachlor + Heptachlor Epoxide	March 9/15	0.01	“	
Haloacetic Acids (Bromoacetic Acid, Chloroacetic Acid, Dichloroacetic Acid, Dibromoacetic Acid, and Trichloroacetic Acid)	October 5/21	5.3	”	
Lindane (Total)	March 9/15	0.01	“	
Malathion	March 5/18	0.02	“	
Methoxychlor	March 5/18	0.03	“	
2-methyl-4-chlorophenoxyacetuc acid	March 5/18	0.00012	mg/l	
Metolachlor	March 9/15	0.06	ug/l	
Metribuzin	March 5/18	0.02	“	
Monochlorobenzene	March 5/18	0.3	“	
Paraquat	March 5/18	1.00	“	
Parathion	March 9/15	0.02	“	
Pentachlorophenol	March 5/18	0.15	“	
Phorate	March 5/18	0.01	“	
Picloram	March 5/18	1.0	“	
Polychlorinated Biphenyls(PCB)	March 5/18	0.04	“	
Prometryne	March 5/18	0.03	“	
Simazine	March 5/18	0.01	“	
THM (NOTE: show latest running annual average)	October 5/21	16.75	ug/l	
Temephos	March 9/15	0.01	“	
Terbufos	March 5/18	0.01	“	
Tetrachloroethylene	March 1/21	<0.5	“	
2,3,4,6-Tetrachlorophenol	March 5/18	0.20	“	
Triallate	March 5/18	0.01	“	
Trichloroethylene	March 5/18	0.44	“	

2,4,6-Trichlorophenol	March 5/18	0.25	“	
2,4,5-Trichlorophenoxy acetic acid (2,4,5-T)	March 9/15	0.22	“	
Trifluralin	March 5/18	0.02	“	
Vinyl Chloride	March 1/21	<0.2	“	

List any Inorganic or Organic parameter(s) that exceeded half the standard prescribed in Schedule 2 of Ontario Drinking Water Quality Standards.

Parameter	Result Value	Unit of Measure	Date of Sample

Annual Sampling Results 2021

Year: 2021

Parameter	Ecoli						Total Coliform						HPC						Background		Raw Water Turbidity		Treated Chlorine Free		Treated Turbidity		Distribution Chlorine Free		Distribution Turbidity	
	Raw		Treated		Distribution		Raw		Treated		Distribution		RW-Raw		TW-Treated		DW-Distribution				Low	High	Low	High	Low	High	Low	High	Low	High
	Low	High	Low	High	Low	High	Low	High	Low	High	Low	High	Low	High	Low	High	Low	High	Low	High	Low	High	Low	High	Low	High	Low	High	Low	High
January	0	0	0	0	0	0	0	0	0	0	0	0	0	60	0	10	0	20			0.05	0.11	0.87	1.27	0.05	0.28	0.50	1.26	0.06	0.23
February	0	0	0	0	0	0	0	0	0	0	0	0	0	30	0	10	0	<10			0.06	0.07	0.90	1.25	0.05	0.29	0.58	1.22	0.08	0.27
March	0	0	0	0	0	0	0	3	0	0	0	0	0	10	0	20	0	20			0.07	0.07	0.72	1.42	0.05	0.24	0.68	1.29	0.06	0.27
April	0	0	0	0	0	0	0	0	0	0	0	0	0	20	0	>2000	0	30			0.06	0.08	0.70	1.31	0.05	0.21	0.61	1.24	0.06	0.24
May	0	0	0	0	0	0	0	0	0	0	0	0	0	10	0	20	0	10			0.05	0.06	1.01	1.33	0.05	0.25	0.68	1.17	0.07	0.29
June	0	1	0	0	0	0	0	6	0	0	0	0	0	20	0	10	0	50			0.05	0.06	0.82	1.32	0.04	0.24	0.52	1.21	0.06	0.21
July	0	0	0	0	0	0	0	1	0	0	0	0	0	130	0	10	0	30			0.05	0.10	0.77	1.23	0.04	0.26	0.34	1.02	0.08	0.24
August	0	0	0	0	0	0	0	5	0	0	0	0	0	180	0	200	0	90			0.05	0.08	0.75	1.43	0.05	0.28	0.37	1.22	0.06	0.31
September	0	0	0	0	0	0	0	0	0	0	0	0	0	120	0	430	0	270			0.08	0.11	0.82	1.21	0.08	0.28	0.42	0.99	0.12	0.27
October	0	0	0	0	0	0	0	1	0	0	0	0	0	40	0	20	0	10			0.09	0.11	0.81	1.33	0.04	0.28	0.43	1.12	0.07	0.27
November	0	0	0	0	0	0	0	0	0	0	0	0	0	750	0	360	0	120			0.04	0.06	0.80	1.44	0.05	0.24	0.46	1.29	0.07	0.23
December	0	0	0	0	0	0	0	1	0	0	0	0	0	100	0	10	0	10			0.05	0.08	0.90	1.57	0.05	0.29	0.81	1.45	0.08	0.21
Recap for Year	0	1	0	0	0	0	0	6	0	0	0	0	0	750	0	430	0	>2000	-	-	0.04	0.11	0.70	1.57	0.04	0.29	0.34	1.45	0.06	0.31

Lab Reports

Annual Summary - Distribution System Bacteriological Data

Water Works Name:	Dundalk Water Works
Year:	2021
Serviced Population:	2431
Laboratories Which Performed Analyses:	Lakefield Research Ltd.
	Caduceon Labs

Distribution System

Month	Total Coliform			Fecal Coliform/Escherichia Coli			HPC or MF		
	No. of Samples Collected	No. of Samples "Safe"	No. of Samples "Unsafe"	No. of Samples Collected	No. of Samples "Safe"	No. of Samples "Unsafe"	No. of Samples Collected	No. of Samples "Safe"	No. of Samples "Unsafe"
January	16	16	0	16	16	0	16	16	0
February	16	16	0	16	16	0	16	16	0
March	20	20	0	20	20	0	20	20	0
April	18	18	0	18	18	0	18	18	0
May	20	20	0	20	20	0	20	20	0
June	16	16	0	16	16	0	16	16	0
July	16	16	0	16	16	0	16	16	0
August	20	20	0	20	20	0	20	20	0
September	16	16	0	16	16	0	16	16	0
October	16	16	0	16	16	0	16	16	0
November	20	20	0	20	20	0	20	20	0
December	16	16	0	16	16	0	16	16	0
Total	210	210	0	210	210	0	210	210	0

Input into the Distribution System Bacteriological Data

Water Works Name: Dundalk Water Works
Well No. (If applicable) Well #3
Year: 2021
Serviced Population: 2431
Laboratories Which Performed Analyses: Lakefield Research Ltd.
 Caduceon Labs

Treated Water

Month	Total Coliform			Fecal Coliform/Escherichia Coli			HPC or MF		
	No. of Samples	No. of Samples "Safe"	No. of Samples "Unsafe"	No. of Samples Collected	No. of Samples "Safe"	No. of Samples "Unsafe"	No. of Samples Collected	No. of Samples "Safe"	No. of Samples "Unsafe"
January	4	4	0	4	4	0	4	4	0
February	4	4	0	4	4	0	4	4	0
March	5	5	0	5	5	0	5	5	0
April	4	4	0	4	4	0	4	4	0
May	5	5	0	5	5	0	5	5	0
June	4	4	0	4	4	0	4	4	0
July	4	4	0	4	4	0	4	4	0
August	5	5	0	5	5	0	5	5	0
September	4	4	0	4	4	0	4	4	0
October	4	4	0	4	4	0	4	4	0
November	5	5	0	5	5	0	5	5	0
December	4	4	0	4	4	0	4	4	0
Total	52	52	0	52	52	0	52	52	0

Input into the Distribution System Bacteriological Data

Water Works Name: Dundalk Water Works
Well No. (If applicable) Well # 4
Year: 2021
Serviced Population: 2431
Laboratories Which Performed Analyses: Lakefield Research Ltd.
 Caduceon Labs

Treated Water

Month	Total Coliform			Fecal Coliform/Escherichia Coli			HPC or MF		
	No. of Samples	No. of Samples "Safe"	No. of Samples "Unsafe"	No. of Samples Collected	No. of Samples "Safe"	No. of Samples "Unsafe"	No. of Samples Collected	No. of Samples "Safe"	No. of Samples "Unsafe"
January	4	4	0	4	4	0	4	4	0
February	4	4	0	4	4	0	4	4	0
March	5	5	0	5	5	0	5	5	0
April	4	4	0	4	4	0	4	4	0
May	5	5	0	5	5	0	5	5	0
June	4	4	0	4	4	0	4	4	0
July	4	4	0	4	4	0	4	4	0
August	7	7	0	7	7	0	7	7	0
September	4	4	0	4	4	0	4	4	0
October	4	4	0	4	4	0	4	4	0
November	5	5	0	5	5	0	5	5	0
December	4	4	0	4	4	0	4	4	0
Total	54	54	0	54	54	0	54	54	0

Input into the Distribution System Bacteriological Data

Water Works Name: Dundalk Water Works
Well No. (If applicable) Well # 5
Year: 2021
Serviced Population: 2431
Laboratories Which Performed Analyses: Lakefield Research Ltd.
 Caduceon Labs

Treated Water

Month	Total Coliform			Fecal Coliform/Escherichia Coli			HPC or MF		
	No. of Samples	No. of Samples "Safe"	No. of Samples "Unsafe"	No. of Samples Collected	No. of Samples "Safe"	No. of Samples "Unsafe"	No. of Samples Collected	No. of Samples "Safe"	No. of Samples "Unsafe"
January	4	4	0	4	4	0	4	4	0
February	5	5	0	5	5	0	5	5	0
March	5	5	0	5	5	0	5	5	0
April	4	4	0	4	4	0	4	4	0
May	5	5	0	5	5	0	5	5	0
June	4	4	0	4	4	0	4	4	0
July	4	4	0	4	4	0	4	4	0
August	5	5	0	5	5	0	5	5	0
September	4	4	0	4	4	0	4	4	0
October	4	4	0	4	4	0	4	4	0
November	5	5	0	5	5	0	5	5	0
December	4	4	0	4	4	0	4	4	0
Total	53	53	0	53	53	0	53	53	0

**Annual Summary - Raw Water (A Separate Sheet Should Be Completed For Each Raw
Water Input To The Treatment Works) Bacteriological Data**

Water Works Name:	Dundalk Water Works
Well No. (If applicable)	Well # 3
Year:	2021
Serviced Population:	2431
Laboratories Which Performed Analyses:	Lakefield Research Ltd.
	Caduceon Labs

Raw Water

Month	Total Coliform			Fecal Coliform/Escherichia Coli		
	No. of Samples	No. of Samples 0 Organisms/100 ml	No. of Samples > 0 Organisms/100ml	No. of Samples Collected	No. of Samples 0 Org./100 ml	No. of Samples > 0 Organisms/100ml
January	4	4	0	4	4	0
February	4	4	0	4	4	0
March	5	4	1	5	5	0
April	4	4	0	4	4	0
May	5	5	0	5	5	0
June	4	3	1	4	3	1
July	4	2	2	4	4	0
August	5	4	1	5	5	0
September	4	4	0	4	4	0
October	4	3	1	4	4	0
November	5	5	0	5	5	0
December	4	4	0	4	4	0
Total	52	46	6	52	51	1

**Annual Summary - Raw Water (A Separate Sheet Should Be Completed For Each Raw
Water Input To The Treatment Works) Bacteriological Data**

Water Works Name:	Dundalk Water Works
Well No. (If applicable)	Well # 4
Year:	2021
Serviced Population:	2431
Laboratories Which Performed Analyses:	Lakefield Research Ltd.
	Caduceon Labs

Raw Water

Month	Total Coliform			Fecal Coliform/Escherichia Coli		
	No. of Samples	No. of Samples 0 Organisms/100 ml	No. of Samples > 0 Organisms/100ml	No. of Samples Collected	No. of Samples 0 Org./100 ml	No. of Samples > 0 Organisms/100ml
January	4	4	0	4	4	0
February	4	4	0	4	4	0
March	5	5	0	5	5	0
April	4	4	0	4	4	0
May	5	5	0	5	5	0
June	4	4	0	4	4	0
July	4	4	0	4	4	0
August	5	5	0	5	5	0
September	4	4	0	4	4	0
October	4	4	0	4	4	0
November	5	5	0	5	5	0
December	4	3	1	4	4	0
Total	52	51	1	52	52	0

**Annual Summary - Raw Water (A Separate Sheet Should Be Completed For Each Raw
Water Input To The Treatment Works) Bacteriological Data**

Water Works Name:	Dundalk Water Works
Well No. (If applicable)	Well # 5
Year:	2021
Serviced Population:	2431
Laboratories Which Performed Analyses:	Lakefield Research Ltd.
	Caduceon Labs

Raw Water

Month	Total Coliform			Fecal Coliform/Escherichia Coli		
	No. of Samples	No. of Samples 0 Organisms/100 ml	No. of Samples > 0 Organisms/100ml	No. of Samples Collected	No. of Samples 0 Org./100 ml	No. of Samples > 0 Organisms/100ml
January	4	4	0	4	4	0
February	4	4	0	4	4	0
March	5	5	0	5	5	0
April	4	4	0	4	4	0
May	5	5	0	5	5	0
June	4	4	0	4	4	0
July	4	4	0	4	4	0
August	5	5	0	5	5	0
September	4	4	0	4	4	0
October	4	4	0	4	4	0
November	5	5	0	5	5	0
December	4	4	0	4	4	0
Total	52	52	0	52	52	0

Input into the Distribution System Bacteriological Data

Water Works Name: Dundalk Water Works
Well No. (If applicable): Well # 3
Year: 2021
Serviced Population: 2431
Design Capacity: 1636 m³/Day
Laboratories Which Performed Analyses: Lakefield Research Ltd.
 Caduceon Labs

Treated Water

Month	Treated Water Flow			Influent Wastewater Monthly Total m ³	Treated Water Turbidity			Treated Disinfectant		Dist. System Disinfectant	
	Average m ³	Maximum Day m ³	Monthly Total m ³		No. of Samples Collected	No. of Samples > 1 NTU	Average Turbidity NTU	No. of Treated Samples Collected	Average Free Residual (mg/L)	No. of Dist. Samples	No. of Samples without Required Chlorine Residual
January	219	297	6309	32176	31	0	0.21	31	1.08	31	0
February	201	282	5631	20911	28	0	0.23	28	1.10	28	0
March	200	275	6196	57667	31	0	0.2	31	1.28	31	0
April	200	239	5986	36273	30	0	0.18	30	1.12	30	0
May	200	230	6192	32544	31	0	0.20	31	1.12	31	0
June	201	277	6035	20557	30	0	0.21	30	1.12	30	0
July	200	248	6208	40489	31	0	0.22	31	0.98	31	0
August	199	274	6177	25646	31	0	0.22	31	1.09	31	0
September	216	335	6028	39590	30	0	0.24	30	1.04	30	0
October	201	272	6239	40783	31	0	0.21	31	1.10	31	0
November	217	330	5964	45034	30	0	0.21	30	1.22	30	0
December	216	358	6179	55049	31	0	0.23	31	1.34	31	0
Total			73144	446719	365	0		365		365	0
Average	205.833						0.21		1.13		
Maximum		358.000									

Disinfectant Compound Used:
 (eg. Chlorine Gas, NaOCl, Etc.) **NaOCl**

Form of Residual Displayed on Above Table:
 (I. E. Free, Combined, or Total) **Free**

Distribution System Target Residual (mg./L): **> 0.2 Free**

Recap for Month
 Recap for Month

Input into the Distribution System Bacteriological Data

Water Works Name: Dundalk Water Works
Well No. (If applicable) Well # 4
Year: 2021
Serviced Population: 2431
Design Capacity: 1636 m³/Day
Laboratories Which Performed Analyses: Lakefield Research Ltd.
 Caduceon Labs

Treated Water

Month	Treated Water Flow			Influent Wastewater Monthly Total m3	Treated Water Turbidity			Treated Disinfectant		Dist. System Disinfectant	
	Average m3	Maximum Day m3	Monthly Total m3		No. of Samples Collected	No. of Samples > 1 NTU	Average Turbidity NTU	No. of Treated Samples Collected	Average Free Residual (mg/L)	No. of Dist. Samples Collected	No. of Samples without Required Chlorine Residual
January	203	512	6277	32176	31	0	0.08	31	1.16	31	0
February	225	458	6291	20911	28	0	0.09	28	1.07	28	0
March	211	272	6556	57667	31	0	0.08	31	1.08	31	0
April	185	257	5553	36273	30	0	0.08	30	1.15	30	0
May	228	450	7055	32544	31	0	0.08	31	1.15	31	0
June	321	507	9618	20577	30	0	0.07	30	1.10	30	0
July	217	296	6727	40489	31	0	0.07	31	1.04	31	0
August	176	304	5446	25646	31	0	0.07	31	1.00	31	0
September	198	255	5953	39590	30	0	0.10	30	0.97	30	0
October	224	441	6931	40783	31	0	0.08	31	0.93	31	0
November	244	452	7348	45034	30	0	0.08	30	0.99	30	0
December	304	501	9502	55049	31	0	0.08	31	1.11	31	0
Total			83257	446739	365	0		365		365	0
Average	228.000						0.08		1.06		
Maximum		512.000									

Disinfectant Compound Used:
 (eg. Chlorine Gas, NaOCl, Etc.) **NaOCl**

Form of Residual Displayed on Above Table:
 (I. E. Free, Combined, or Total) **Free**

Distribution System Target Residual (mg./L): **> 0.2 Free**

Water Consumption Report
 Recap for Month

Input into the Distribution System Bacteriological Data

Water Works Name: Dundalk Water Works
Well No. (If applicable): Well # 5
Year: 2021
Serviced Population: 2431
Design Capacity: 1636 m³/Day
Laboratories Which Performed Analyses: Lakefield Research Ltd.
 Caduceon Labs

Treated Water

Month	Treated Water Flow			Influent Wastewater Monthly Total m3	Treated Water Turbidity			Treated Disinfectant		Dist. System Disinfectant	
	Average m3	Maximum Day m3	Monthly Total m3		No. of Samples Collected	No. of Samples > 1 NTU	Average Turbidity NTU	No. of Treated Samples Collected	Average Free Residual (mg/L)	No. of Dist. Samples Collected	No. of Samples without Required Chlorine Residual
January	221	414	6912	32176	31	0	0.09	31	1.07	31	0
February	189	294	5283	20911	28	0	0.09	28	0.98	28	0
March	206	381	6391	57667	31	0	0.09	31	0.99	31	0
April	206	356	6188	36273	30	0	0.08	30	1.12	30	0
May	203	258	6278	32544	31	0	0.08	31	1.16	31	0
June	213	374	6393	20577	30	0	0.07	30	1.04	30	0
July	205	261	6369	40489	31	0	0.08	31	1.00	31	0
August	276	548	8556	25646	31	0	0.07	31	0.94	31	0
September	195	320	5967	39590	30	0	0.10	30	0.95	30	0
October	211	527	6535	40783	31	0	0.09	31	0.99	31	0
November	196	213	6023	45034	30	0	0.09	30	1.09	30	0
December	202	381	6389	55049	31	0	0.09	31	1.16	31	0
Total			77284	446739	365	0		365		365	0
Average	210.250						0.09		1.04		
Maximum		548.000									

Disinfectant Compound Used:
 (eg. Chlorine Gas, NaOCl, Etc.) **NaOCl**

Form of Residual Displayed on Above Table:
 (I. E. Free, Combined, or Total) **Free**

Distribution System Target Residual (mg./L): **> 0.2 Free**

Water Consumption Report
 Recap for Month

Annual Report - Fluoride, Nitrite, Nitrate, and Colour

(A Separate Sheet Should Be Completed for Each Input into the Distribution System)

Water Works Name: Dundalk Water Works
Well No. (If applicable) Well # 3
Year: 2021
Serviced Population: 2431
Design Capacity: 1636 m³/Day
Laboratories Which Performed Analyses: Lakefield Research Ltd.
 Caduceon Labs

Month	Treated Water Fluoride			Treated Water Nitrite			Treated Water Nitrate			Colour	
	No. of Samples Collected	Average Residual (mg/L)	Maximum Residual (mg/L)	No. of Samples Collected	Average Nitrite (mg/L)	Maximum Nitrite (mg/L)	No. of Samples Collected	Average Nitrate (mg/L)	Maximum Nitrate (mg/L)	Average Raw (TCU)	Average Treated (TCU)
January				1	<0.1	<0.1	1	1	1		
February											
March											
April				1	<0.1	<0.1	1	1.1	1.1		
May											
June											
July				1	<0.1	<0.1	1	0.9	0.9		
August											
September											
October				1	0.1	0.1	1	1.1	1.1		
November											
December											
Total	0			4			4				
Average		#DIV/0!			0.025			1.025			
Maximum			0.000			0.100			1.100		
ODWO			1.5		0.1	1		1	10		

Where Nitrate and Nitrite are present, the total of the two should not exceed 10mg/L.

Fluoride levels above 1.5mg/L should be reported to the Medical Officer of Health.

Annual Report - Flouride, Nitrite, Nitrate, and Colour

(A Separate Sheet Should Be Completed for Each Input into the Distribution System)

Water Works Name: Dundalk Water Works
Well No. (If applicable) Well # 4
Year: 2021
Serviced Population: 2431
Design Capacity: 1636 m³/Day
Laboratories Which Performed Analyses: Lakefield Research Ltd.
 Caduceon Labs

Month	Treated Water Fluoride			Treated Water Nitrite			Treated Water Nitrate			Colour	
	No. of Samples Collected	Average Residual (mg/L)	Maximum Residual (mg/L)	No. of Samples Collected	Average Nitrite (mg/L)	Maximum Nitrite (mg/L)	No. of Samples Collected	Average Nitrate (mg/L)	Maximum Nitrate (mg/L)	Average Raw (TCU)	Average Treated (TCU)
January				1	<0.1	<0.1	1	1.7	1.7		
February											
March											
April				1	<0.1	<0.1	1	2.0	2.0		
May											
June											
July				1	<0.1	<0.1	1	1.8	1.8		
August											
September											
October				1	<0.1	<0.1	1	1.9	1.9		
November											
December											
Total	0			4			4				
Average		#DIV/0!			0.000			1.850			
Maximum			0			0			2		
ODWO			1.5		0.1	1		1	10		

Where Nitrate and Nitrite are present, the total of the two should not exceed 10mg/L.

Flouride levels above 1.5mg/L should be reported to the Medical Officer of Health.

Annual Report - Fluoride, Nitrite, Nitrate, and Colour

(A Separate Sheet Should Be Completed for Each Input into the Distribution System)

Water Works Name: Dundalk Water Works
Well No. (If applicable) Well # 5
Year: 2021
Serviced Population: 2431
Design Capacity: 1636 m³/Day
Laboratories Which Performed Analyses: Lakefield Research Ltd.
 Caduceon Labs

Month	Treated Water Fluoride			Treated Water Nitrite			Treated Water Nitrate			Colour	
	No. of Samples Collected	Average Residual (mg/L)	Maximum Residual (mg/L)	No. of Samples Collected	Average Nitrite (mg/L)	Maximum Nitrite (mg/L)	No. of Samples Collected	Average Nitrate (mg/L)	Maximum Nitrate (mg/L)	Average Raw (TCU)	Average Treated (TCU)
January				1	<0.1	<0.1	1	<0.1	<0.1		
February											
March											
April				1	<0.1	<0.1	1	<0.1	<0.1		
May											
June											
July				1	<0.1	<0.1	1	<0.1	<0.1		
August											
September											
October				1	<0.1	<0.1	1	<0.1	<0.1		
November											
December											
Total	0			4			4				
Average		0.000			0.000			0.000			
Maximum			0			0			0		
ODWO			1.5		0.1	1		1	10		

Where Nitrate and Nitrite are present, the total of the two should not exceed 10mg/L.

Fluoride levels above 1.5mg/L should be reported to the Medical Officer of Health.

Annual Data Summary - Treated Water Volatile Organic & Inorganic Data

(A Separate Sheet Should Be Completed for Each Input into the Distribution System)

Water Works Name: Dundalk Water Works
Well No. (If applicable): Well #3
Year: 2021
Serviced Population: 2431
Design Capacity: 1636 m³/Day
Laboratories Which Performed Analyses: Lakefield Research Ltd.
Caduceon Labs

Treated Water (except for Lead, THM's and HAA's which should be sampled for in the distribution system)

Parameters	Analysis No. 1		Analysis No. 2		Analysis No. 3		Analysis No. 4		Sampling Frequency	Last Date Parameter Tested	ODWO MAC/IMAC/AO (ug/L)
TABLE B VOLATILE ORGANICS	Date	Results (ug/L)	Date (DD/MM/YY)	Results (ug/L)	Date (DD/MM/YY)	Results (ug/L)	Date (DD/MM/YY)	Results (ug/L)			
Benzene	1-Mar-21	<0.5	5-Mar-12	0.32	9-Mar-15	0.32	5-Mar-18	0.32	3 years	1-Mar-21	1
Carbon Tetrachloride	1-Mar-21	<0.2	5-Mar-12	0.16	9-Mar-15	0.16	5-Mar-18	0.16	3 years	1-Mar-21	2
1, 2 - Dichlorobenzene	1-Mar-21	<0.5	5-Mar-12	0.41	9-Mar-15	0.41	5-Mar-18	0.41	3 years	1-Mar-21	200
1, 4 - Dichlorobenzene	1-Mar-21	<0.5	5-Mar-12	0.36	9-Mar-15	0.36	5-Mar-18	0.36	3 years	1-Mar-21	5
1, 2 - Dichloroethane	1-Mar-21	<0.5	5-Mar-12	0.35	9-Mar-15	0.35	5-Mar-18	0.35	3 years	1-Mar-21	5
1, 1 - Dichloroethylene	1-Mar-21	<0.5	5-Mar-12	0.33	9-Mar-15	0.33	5-Mar-18	0.33	3 years	1-Mar-21	14
Dichloromethane	1-Mar-21	<5	5-Mar-12	0.35	9-Mar-15	0.35	5-Mar-18	0.35	3 years	1-Mar-21	50
Ethylbenzene	1-Nov-00	<0.0024							Aesthetic Objective	1-Nov-00	140
Monochlorobenzene	1-Mar-21	<0.5	5-Mar-12	0.3	9-Mar-15	0.3	5-Mar-18	0.3	3 years	1-Mar-21	80
Tetrachloroethylene	1-Mar-21	<0.5	5-Mar-12	0.35	9-Mar-15	0.35	5-Mar-18	0.35	3 years	1-Mar-21	10
TolueneTrichloroethylene	1-Mar-21	<0.5	5-Mar-12	0.44	9-Mar-15	0.44	5-Mar-18	0.44	3 years	1-Mar-21	60
Vinyl Chloride	1-Mar-21	<0.2	5-Mar-12	0.17	9-Mar-15	0.17	5-Mar-18	0.17	3 years	1-Mar-21	1
Xylene	1-Nov-00	0.005							Aesthetic Objective	1-Nov-00	90
TABLE C - INORGANICS											
Arsenic	1-Mar-21	0.00120	5-Mar-12	2.60	9-Mar-15	2.2	5-Mar-18	2.6	3 years	1-Mar-21	10
Barium	1-Mar-21	0.10500	5-Mar-12	122	9-Mar-15	116	5-Mar-18	126	3 years	1-Mar-21	1000
Boron	1-Mar-21	0.05400	5-Mar-12	48	9-Mar-15	57.6	5-Mar-18	55	3 years	1-Mar-21	5000
Cadmium	1-Mar-21	<0.000015	5-Mar-12	0.003	9-Mar-15	0.005	5-Mar-18	0.003	3 years	1-Mar-21	5
Chromium	1-Mar-21	<0.002	5-Mar-12	0.50	9-Mar-15	0.03	5-Mar-18	0.21	3 years	1-Mar-21	50
Copper	1-Nov-00	<0.005							Aesthetic Objective	1-Nov-00	1000
Iron	18-Jul-12	10	10-Sep-12	8	20-Dec-12	10	13-Jan-13	15	Aesthetic Objective	13-Jan-13	300
Lead	17-Mar-16	3.68	15-Sep-16	0.33	14-Mar-17	0.43	20-Sep-17	1.33	3 years	20-Sep-17	10
Manganese	12-Apr-08	7.0	20-Dec-12	6	13-Jan-13	5.6			Aesthetic Objective	13-Jan-13	20
Mercury	1-Mar-21	<0.00002	5-Mar-12	0.02	9-Mar-15	0.01	5-Mar-18	0.01	3 years	1-Mar-21	1
Selenium	1-Mar-21	<0.001	5-Mar-12	1.00	9-Mar-15	1	5-Mar-18	0.07	3 years	1-Mar-21	50
Uranium	1-Mar-21	0.001930	5-Mar-12	2.13	9-Mar-15	2.1	5-Mar-18	1.53	3 years	1-Mar-21	20
Zinc	1-Jan-01	<0.01							Aesthetic Objective	23-Jan-01	5000

Annual Data Summary - Treated Water Volatile Organic & Inorganic Data

(A Separate Sheet Should Be Completed for Each Input into the Distribution System)

Water Works Name: Dundalk Water Works
Well No. (If applicable): Well # 4
Year: 2021
Serviced Population: 2431
Design Capacity: 1636 m³/Day
Laboratories Which Performed Analyses: Lakefield Research Ltd.
 Caduceon Labs

Treated Water (except for lead, THM's and HAA's which should be sampled for in the distribution system)

Parameters	Analysis No. 1		Analysis No. 2		Analysis No. 3		Analysis No. 4		Sampling Frequency	Last Date Parameter Tested (year)	ODWO MAC/IMAC/AO (ug/L)
TABLE B VOLATILE ORGANICS	Date	Results (ug/L)	Date (DD/MMM/YY)	Results (ug/L)	Date (DD/MMM/YY)	Results (ug/L)	Date (DD/MMM/YY)	Results (ug/L)			
Benzene	1-Mar-21	<0.5	5-Mar-12	0.32	9-Mar-15	0.32	5-Mar-18	0.32	3 years	1-Mar-21	1
Carbon Tetrachloride	1-Mar-21	<0.2	5-Mar-12	0.16	9-Mar-15	0.16	5-Mar-18	0.16	3 years	1-Mar-21	2
1, 2 - Dichlorobenzene	1-Mar-21	<0.5	5-Mar-12	0.41	9-Mar-15	0.41	5-Mar-18	0.41	3 years	1-Mar-21	200
1, 4 - Dichlorobenzene	1-Mar-21	<0.5	5-Mar-12	0.36	9-Mar-15	0.36	5-Mar-18	0.36	3 years	1-Mar-21	5
1, 2 - Dichloroethane	1-Mar-21	<0.5	5-Mar-12	0.43	9-Mar-15	0.35	5-Mar-18	0.35	3 years	1-Mar-21	5
1, 1 - Dichloroethylene	1-Mar-21	<0.5	5-Mar-12	0.33	9-Mar-15	0.33	5-Mar-18	0.33	3 years	1-Mar-21	14
Dichloromethane	1-Mar-21	<5	5-Mar-12	0.35	9-Mar-15	0.35	5-Mar-18	0.35	3 years	1-Mar-21	50
Ethylbenzene	22-Dec-04	0.47	1-Jun-02	<0.0005					Aesthetic Objective	22-Dec-04	140
Monochlorobenzene	1-Mar-21	<0.5	5-Mar-12	0.3	9-Mar-15	0.3	5-Mar-18	0.3	3 years	1-Mar-21	80
Tetrachloroethylene	1-Mar-21	<0.5	5-Mar-12	0.35	9-Mar-15	0.35	5-Mar-18	0.35	3 years	1-Mar-21	10
TolueneTrichloroethylene	1-Mar-21	<0.5	5-Mar-12	0.44	9-Mar-15	0.44	5-Mar-18	0.44	3 years	1-Mar-21	60
Vinyl Chloride	1-Mar-21	<0.2	5-Mar-12	0.17	9-Mar-15	0.17	5-Mar-18	0.17	3 years	1-Mar-21	1
Xylene	1-Jun-02	<0.0015							Aesthetic Objective	1-Jun-02	90
TABLE C - INORGANICS											
Arsenic	1-Mar-21	0.00030	5-Mar-12	0.70	9-Mar-15	0.6	5-Mar-18	0.5	3 years	1-Mar-21	10
Barium	1-Mar-21	0.09600	5-Mar-12	96.9	9-Mar-15	103	5-Mar-18	113	3 years	1-Mar-21	1000
Boron	1-Mar-21	0.04000	5-Mar-12	32	9-Mar-15	44.7	5-Mar-18	40	3 years	1-Mar-21	5000
Cadmium	1-Mar-21	<0.000015	3.5/12	0.003	9-Mar-15	0.007	5-Mar-18	0.006	3 years	1-Mar-21	5
Chromium	1-Mar-21	<0.002	5-Mar-12	0.50	9-Mar-15	0.03	5-Mar-18	0.14	3 years	1-Mar-21	50
Copper	22-Dec-04	1.2	1-Jun-02	<0.001					Aesthetic Objective	22-Dec-04	1000
Iron	22-Dec-04	<10							Aesthetic Objective	22-Dec-04	300
Lead	17-Mar-16	4.72	14-Sep-16	1.34	14-Mar-17	0.57	20-Sep-17	0.77	3 years	20-Sep-17	10
Manganese	22-Dec-04	22							Aesthetic Objective	22-Dec-04	20
Mercury	1-Mar-21	<0.00002	5-Mar-12	0.02	9-Mar-15	0.01	5-Mar-18	0.01	3 years	1-Mar-21	1
Selenium	1-Mar-21	<0.001	5-Mar-12	1.00	9-Mar-15	1	5-Mar-18	0.26	3 years	1-Mar-21	50
Uranium	1-Mar-21	0.001750	5-Mar-12	1.76	9-Mar-15	1.39	5-Mar-18	1.52	3 years	1-Mar-21	20
Zinc	22-Dec-04	3	1-Jun-02	0.006					Aesthetic Objective	22-Dec-04	5000

Annual Data Summary - Treated Water Volatile Organic & Inorganic Data

(A Separate Sheet Should Be Completed for Each Input into the Distribution System)

Water Works Name: Dundalk Water Works
Well No. (If applicable): Well # 5
Year: 2021
Serviced Population: 2431
Design Capacity: 1636 m³/Day
Laboratories Which Performed Analyses: Lakefield Research Ltd.
 Caduceon Labs

Treated Water (except for lead, THM's and HAA's which should be sampled for in the distribution system)

Parameters	Analysis No. 1		Analysis No. 2		Analysis No. 3		Analysis No. 4		Sampling Frequency	Last Date Parameter Tested (year)	ODWO MAC/IMAC/AO (ug/L)
TABLE B VOLATILE ORGANICS	Date	Results (ug/L)	Date (DD/MMM/YY)	Results (ug/L)	Date (DD/MMM/YY)	Results (ug/L)	Date (DD/MMM/YY)	Results (ug/L)			
Benzene	17-Oct-16	<0.5	27-Jan-17	<0.5	22-Jan-20	<0.5	1-Mar-21	<0.5	3 years	1-Mar-21	1
Carbon Tetrachloride	17-Oct-16	<0.5	27-Jan-17	<0.5	22-Jan-20	<0.2	1-Mar-21	<0.2	3 years	1-Mar-21	2
1, 2 - Dichlorobenzene	17-Oct-16	<0.5	27-Jan-17	<0.5	22-Jan-20	<0.5	1-Mar-21	<0.5	3 years	1-Mar-21	200
1, 4 - Dichlorobenzene	17-Oct-16	<0.5	27-Jan-17	<0.5	22-Jan-20	<0.5	1-Mar-21	<0.5	3 years	1-Mar-21	5
1, 2 - Dichloroethane	17-Oct-16	<0.5	27-Jan-17	<0.5	22-Jan-20	<0.5	1-Mar-21	<0.5	3 years	1-Mar-21	5
1, 1 - Dichloroethylene	17-Oct-16	<0.5	27-Jan-17	<0.5	22-Jan-20	<0.5	1-Mar-21	<0.5	3 years	1-Mar-21	14
Dichloromethane	17-Oct-16	<2.0	27-Jan-17	<2.0	22-Jan-20	<5	1-Mar-21	<5	3 years	1-Mar-21	50
Ethybenzene	17-Oct-16	<0.5	27-Jan-17	<0.5					Aesthetic Objective	27-Jan-17	140
Monochlorobenzene	17-Oct-16	<0.5	27-Jan-17	<0.5	22-Jan-20	<0.5	1-Mar-21	<0.5	3 years	1-Mar-21	80
Tetrachloroethylene	17-Oct-16	<0.5	27-Jan-17	<0.5	22-Jan-20	<0.5	1-Mar-21	<0.5	3 years	1-Mar-21	10
TolueneTrichloroethylene	17-Oct-16	<0.5	27-Jan-17	<0.5	22-Jan-20	<0.5	1-Mar-21	<0.5	3 years	1-Mar-21	60
Vinyl Chloride	17-Oct-16	<0.5	27-Jan-17	<0.5	22-Jan-20	<0.2	1-Mar-21	<0.2	3 years	1-Mar-21	1
Xylene	17-Oct-16	<1.1	27-Jan-17	<1.1					Aesthetic Objective	27-Jan-17	90
TABLE C - INORGANICS											
Arsenic	17-Oct-16	<0.0010	27-Jan-17	<0.0010	21-Jan-20	0.0004	1-Mar-21	0.00080	3 years	1-Mar-21	10
Barium	17-Oct-16	0.106	27-Jan-17	0.095	21-Jan-20	0.098	1-Mar-21	0.10500	3 years	1-Mar-21	1000
Boron	17-Oct-16	0.053	27-Jan-17	<0.050	21-Jan-20	0.048	1-Mar-21	0.04800	3 years	1-Mar-21	5000
Cadmium	17-Oct-16	<0.00010	27-Jan-17	<0.00010	21-Jan-20	<0.000015	1-Mar-21	<0.000015	3 years	1-Mar-21	5
Chromium	17-Oct-16	<0.0010	27-Jan-17	<0.0010	21-Jan-20	<0.002	1-Mar-21	<0.002	3 years	1-Mar-21	50
Copper	17-Oct-16	<0.0010	27-Jan-17	<0.0010					Aesthetic Objective	27-Jan-17	1000
Iron	17-Oct-16	0.062	27-Jan-17	0.051					Aesthetic Objective	27-Jan-17	300
Lead	17-Oct-16	<0.00062	27-Jan-17	<0.00050					3 years	27-Jan-17	10
Manganese	17-Oct-16	0.0023	27-Jan-17	0.001					Aesthetic Objective	27-Jan-17	20
Mercury	17-Oct-16	<0.10	27-Jan-17	<0.10	23-Jan-20	<0.00002	1-Mar-21	<0.00002	3 years	1-Mar-21	1
Selenium	17-Oct-16	<0.0050	27-Jan-17	<0.0050	21-Jan-20	<0.001	1-Mar-21	<0.001	3 years	1-Mar-21	50
Uranium	17-Oct-16	<0.0050	27-Jan-17	<0.0050	21-Jan-20	0.00016	1-Mar-21	0.000350	3 years	1-Mar-21	20
Zinc	17-Oct-16	0.0102	27-Jan-17	<0.0030					Aesthetic Objective	27-Jan-17	5000

Annual Data Summary - Parameters Not Listed in the Minimum Sampling Program

(A Separate Sheet Should Be Completed for Each Input into the Distribution System)

Water Works Name: Dundalk Water Works

Well No. (If applicable) Well # 3

Year:	2021
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Year:	2021
Serviced Population:	2431

Design Capacity:	1636	m ³ /Day
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Laboratories Which Performed Analyses:	Lakefield Research Ltd.
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Caduceon Labs

Treated Water (Except for Lead Which Should Be Sampled For in the Distribution System)

Parameters	Analysis No. 1		Analysis No. 2		Analysis No. 3		Analysis No. 4		Sampling Frequency	Last Date Parameter Tested	ODWO MAC/IMAC/AO (mg/L)
	Date	Results (mg/L)	Date (DD/MMM/YY)	Results (mg/L)	Date (DD/MMM/YY)	Results (mg/L)	Date (DD/MMM/YY)	Results (mg/L)			
OTHER PARAMETERS (List as Required)		=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
Hardness	12-Apr-08	268	20-Dec-12	288	13-Jan-13	281			Operational Objective	13-Jan-13	80 - 100
Sodium	12-Jul-21	30	9-Mar-20	29.5	6-Jul-20	31.6	1-Mar-21	31.6	Annually	1-Mar-21	20
Flouride	6-Jun-10	0.57	5-Mar-12	0.06	6-Mar-17	0.86			5 years	6-Mar-17	1.5
Hydrogen Sulphide									Aesthetic Objective	23-Jan-01	0.05
Alkalinity as Ca CO ₃	20-Dec-12	264	13-Jan-13	251					Operational Objective	13-Jan-13	30 - 500
Chloride	14-Jan-19	45	13-Jan-20	49.4	12-Jul-21	44.6	9-Jan-18	36	Operational Objective	12-Jul-21	250
Sulphate	20-Dec-12	17	13-Jan-13	17					Aesthetic Objective	13-Jan-13	500
Organic Nitrogen 6	20-Dec-12	0.05	13-Jan-13	0.14					Operational Objective	13-Jan-13	0.15
Dissolved Organic C	12-Apr-08	0.8							Aesthetic Objective	12-Apr-08	5
Nitriotriacetic Acid	23-Jan-01	<0.3								23-Jan-01	0.4
Total Dissolved Solids	12-Apr-08	334	13-Jan-13	409					Aesthetic Objective	13-Jan-13	500
Total Cyanide	10-Jan-01	0.2								23-Jan-01	0.2
Benzo (a) Pyrenene	1-Mar-21	<0.006	5-Mar-12	0.004	11-Mar-15	0.004	5-Mar-18	0.004	3 years	1-Mar-21	0.01 ug/l
N-Nitrosodimethylamine	23-Jan-01	<.000007								23-Jan-01	0.000009
Ammonia	11-Apr-16	0.71	10-Oct-16	0.7	11-Apr-17	0.35	16-Oct-17	0.3		16-Oct-17	
Nitrates	4-Jan-21	1	6-Apr-21	1.1	5-Jul-21	0.9	5-Oct-21	1.1	Quarterly	5-Oct-21	10
Nitrites	4-Jan-21	<0.1	6-Apr-21	<0.1	5-Jul-21	<0.1	5-Oct-21	0.1	Quarterly	5-Oct-21	1
Pesticides & PCB's	1-Nov-00	0.001	5-Mar-12	0.04	9-Mar-15	0.04	1-Mar-21	<0.05		1-Mar-21	3
pH	20-Dec-12	8.01	13-Jan-13	7.98	31-Dec-15	7.58			Operational Objective	31-Dec-15	6.5 - 8.5
Radionuclides-Gross Alpha	4-Mar-19	0.13	23-Mar-20	<0.10	1-Mar-21	<0.10	5-Mar-18	0.14	Annually	1-Mar-21	0.1 bq/l
Radionuclides-Gross Beta	4-Mar-19	<0.10	23-Mar-20	<0.10	1-Mar-21	0.15	5-Mar-18	0.17	Annually	1-Mar-21	0.5 bq/l
Radionuclides-Tritium	4-Mar-19	<15	23-Mar-20	<15	1-Mar-21	<15	5-Mar-18	0	Annually	1-Mar-21	7000 bq/l
True Colour (TCU)									Aesthetic Objective	23-Jan-01	5 TCU

Annual Data Summary - Parameters Not Listed in the Minimum Sampling Program

(A Separate Sheet Should Be Completed for Each Input into the Distribution System)

Water Works Name: Dundalk Water Works

Water Works Name:	Dundalk Water Works
Well No. (If applicable)	Well # 4

Year:	2021
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Year:	2021
Serviced Population:	2431

Design Capacity:	1636	m ³ /Day
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Laboratories Which Performed Analyses:	Lakefield Research Ltd.
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Experiments Which I Performed Analyzed: Caduceon Labs	Excluded Research Etc:
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Treated Water (Except for Lead Which Should Be Sampled For in the Distribution System)

Parameters	Analysis No. 1		Analysis No. 2		Analysis No. 3		Analysis No. 4		Sampling Frequency	Last Date Parameter Tested	ODWO MAC/IMAC/AO (mg/L)
	Date	Results (mg/L)	Date (MM/DD/YY)	Results (mg/L)	Date (MM/DD/YY)	Results (mg/L)	Date (MM/DD/YY)	Results (mg/L)			
OTHER PARAMETERS (List as Required)		=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
Hardness	22-Dec-04	236							Operational Objective	22-Dec-04	80 - 100
Sodium	12-Jul-21	28.5	9-Mar-20	30.2	6-Jul-20	27.6	1-Mar-21	30.2	Annually	1-Mar-21	20
Flouride	6-Jul-10	1.2	1-Mar-11	1.19	5-Mar-12	0.71	6-Mar-17	0.75	5 years	6-Mar-17	1.5
Hydrogen Sulphide									Aesthetic Objective	12/22/04	0.05
Alkalinity as Ca CO3	22-Dec-04	247							Operational Objective	12/22/04	30 - 500
Chloride	14-Jan-19	46	13-Jan-20	54.7	12-Jul-21	43.1	9-Jan-18	43	Operational Objective	12-Jul-21	250
Sulphate	22-Dec-04	9.8							Aesthetic Objective	22-Dec-04	500
Organic Nitrogen 6	22-Dec-04	0.05							Operational Objective	22-Dec-04	0.15
Dissolved Organic C	22-Dec-04	0.2							Aesthetic Objective	22-Dec-04	5
Nitrilotriacetic Acid	22-Dec-04	0.03								22-Dec-04	0.4
Total Dissolved Solids	22-Dec-04	303							Aesthetic Objective	22-Dec-04	500
Total Cynanide	22-Dec-04	0.2								22-Dec-04	0.2
Benzo (a) Pyrenene	1-Mar-21	<0.006	5-Mar-12	0.32	11-Mar-15	0.004	5-Mar-18	0.004	3 years	1-Mar-21	0.01 ug/l
N-Nitrosodimethylamine	22-Dec-04	0.0012								22-Dec-04	0.000009
Ammonia	22-Dec-04	0.06								22-Dec-04	
Nitrates	4-Jan-21	1.700	6-Apr-21	2.000	5-Jul-21	1.8	5-Oct-21	1.9	Quarterly	5-Oct-21	10
Nitrites	4-Jan-21	<0.1	6-Apr-21	<0.1	5-Jul-21	<0.1	5-Oct-21	<0.1	Quarterly	5-Oct-21	1
Pesticides & PCB's	3-Feb-09	0.04	5-Mar-12	0.004	9-Mar-15	0.04	1-Mar-21	<0.05		1-Mar-21	3
pH	31-Dec-15	7.5							Operational Objective	31-Dec-15	6.5 - 8.5
Radionuclides-Gross Alpha	4-Mar-19	0.12	23-Mar-20	<0.10	1-Mar-21	0.12	5-Mar-18	0.17	Annually	1-Mar-21	0.1 bq/l
Radionuclides-Gross Beta	4-Mar-19	<0.10	23-Mar-20	<0.10	1-Mar-21	0.11	5-Mar-18	<0.10	Annually	1-Mar-21	0.5 bq/l
Radionuclides-Tritium	4-Mar-19	<15	23-Mar-20	<15	1-Mar-21	<15	5-Mar-18	<15	Annually	1-Mar-21	7000 bq/l
True Colour (TCU)	22-Dec-04	3							Aesthetic Objective	22-Dec-04	5 TCU

Annual Data Summary - Parameters Not Listed in the Minimum Sampling Program

(A Separate Sheet Should Be Completed for Each Input into the Distribution System)

Water Works Name: Dundalk Water Works

Well No. (If applicable) Well # 5

Year:	2021
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Serviced Population:	2431
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Design Capacity:	1636	m ³ /Day
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Laboratories Which Performed Analyses:	Lakefield Research Ltd.
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Caduceon Labs

Treated Water (Except for Lead Which Should Be Sampled For in the Distribution System)

Parameters	Analysis No. 1		Analysis No. 2		Analysis No. 3		Analysis No. 4		Sampling Frequency	Last Date Parameter Tested	ODWO MAC/IMAC/AO (mg/L)
	Date	Results (mg/L)	Date (MM/DD/YY)	Results (mg/L)	Date (MM/DD/YY)	Results (mg/L)	Date (MM/DD/YY)	Results (mg/L)			
OTHER PARAMETERS (List as Required)		=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
Hardness					17-Oct-16	265000	27-Jan-17	231000	Operational Objective	27-Jan-17	80000-100000
Sodium	9-Mar-20	16.3	6-Jul-20	15.7	1-Mar-21	17.2	12-Jul-21	15.9	Annually	1-Mar-21	20
Flouride	20-Jan-20	2	23-Jan-20	2.5	17-Oct-16	1.69	27-Jan-17	1.75	5 years	27-Jan-17	1.5
Hydrogen Sulphide					17-Oct-16	0.22	27-Jan-17	<0.21	Aesthetic Objective	27-Jan-17	0.05
Alkalinity as Ca CO ₃					17-Oct-16	248	27-Jan-17	243	Operational Objective	27-Jan-17	30 - 500
Chloride	13-Jan-20	22.7	12-Jul-21	18.9	17-Oct-16	16.5	27-Jan-17	15.2	Operational Objective	12-Jul-21	250
Sulphate					17-Oct-16	0.021	27-Jan-17	<0.020	Aesthetic Objective	27-Jan-17	500
Organic Nitrogen 6							27-Jan-17	<0.15	Operational Objective	27-Jan-17	0.15
Dissolved Organic C					17-Oct-16	1.7	27-Jan-17	1.4	Aesthetic Objective	27-Jan-17	5
Nitrilotriacetic Acid					17-Oct-16	<0.20	27-Jan-17	<0.20		27-Jan-17	0.4
Total Dissolved Solids					17-Oct-16	281	27-Jan-17	279	Aesthetic Objective	27-Jan-17	500
Total Cyanide					17-Oct-16	<0.0020	27-Jan-17	<0.0020		27-Jan-17	0.2
Benzo (a) Pyrenene			1-Mar-21	<0.006	17-Oct-16	<0.010	27-Jan-17	<0.010	3 years	1-Mar-21	0.01 ug/l
N-Nitrosodimethylamine					17-Oct-16	0.71	27-Jan-17	1.8		27-Jan-17	9
Ammonia					17-Oct-16	0.051	27-Jan-17	0.056		27-Jan-17	
Nitrates	6-Apr-21	<0.1	5-Jul-21	<0.1	5-Oct-21	<0.1	4-Jan-21	<0.1	Quarterly	5-Oct-21	10
Nitrites	6-Apr-21	<0.1	5-Jul-21	<0.1	5-Oct-21	<0.1	4-Jan-21	<0.1	Quarterly	5-Oct-21	1
Pesticides & PCB's							1-Mar-21	<0.05		1-Mar-21	3
pH					17-Oct-16	8	27-Jan-17	7.4	Operational Objective	0-Jan-00	6.5 - 8.5
Radionuclides-Gross Alpha	23-Mar-20	<0.10	1-Mar-21	0.11			27-Jan-17	0.14	Annually	1-Mar-21	0.5 bq/l
Radionuclides-Gross Beta	23-Mar-20	<0.10	1-Mar-21	0.1			27-Jan-17	<0.10	Annually	1-Mar-21	1.0 bq/l
Radionuclides-Tritium	23-Mar-20	<15	1-Mar-21	<15			27-Jan-17	<15	Annually	1-Mar-21	7000 bq/l
True Colour (TCU)					17-Oct-16	<2.0	27-Jan-17	<2.0	Aesthetic Objective	27-Jan-17	5 TCU

Annual Data Summary - Distribution System Volatile Organic Compounds Data

Total Haloacetic (HAA) Annual Average Results

Quarter	Quarter Dates	Sample 1	Sample 2	Sample 3	Sample 4	Quarterly Average (ug/L)	MAC (maximum allowable concentration)
1-2020	04-Jan-21	5.3	5.3			5.3	
2-2020	06-Apr-21	5.3	5.3			5.3	
3-2020	05-Jul-21	5.3	5.3			5.3	
4-2020	05-Oct-21	5.3	5.3			5.3	
(RAA) Running Annual Average						5.3	80 ug/L

Total Trihalomethane (THM) Annual Average Results

Quarter	Quarter Dates	Sample 1	Sample 2	Sample 3	Sample 4	Quarterly Average (ug/L)	MAC (Maximum allowable concentration)
1-2020	04-Jan-21	22	12			17	
2-2020	06-Apr-21	23	11			17	
3-2020	05-Jul-21	6	25			15.5	
4-2020	05-Oct-21	12	23			17.5	
(RAA) Running Annual Average						16.75	100 ug/L



Staff Report PW2022-007

Title of Report: PW2022-007 Dundalk Wastewater 2021 Annual Report
Department: Public Works
Branch: Water & Wastewater
Council Date: February 16, 2022

Recommendation:

Be it resolved that Council receive Staff Report PW2022-007 for information; and
That Council approve the Dundalk Wastewater Treatment Plant 2021 Annual Report.

Background:

The Annual Dundalk Wastewater Treatment Plant report is mandated from the Township of Southgate's Environmental Compliance Approval (ECA) Number 5657-9D9LYE, Section 10 Reporting:

(6) The Owner shall prepare and submit to the Water Supervisor, a performance report, on an annual basis, within ninety (90) days following the end of the period being reported upon. The first such report shall cover the first annual period following the commencement of operation of the Works and subsequent reports shall be submitted to cover successive annual periods following thereafter. The reports shall contain, but shall not be limited to, the following information:

(a) a summary and interpretation of all monitoring data and a comparison to the effluent limits outlined in Condition 7, including an overview of the success and adequacy of the Works;

(b) a description of any operating problems encountered and corrective actions taken;

(c) a summary of all maintenance carried out on any major structure, equipment, apparatus, mechanism or thing forming part of the Works;

(d) a summary of any effluent quality assurance or control measures undertaken in the reporting period;

(e) a summary of the calibration and maintenance carried out on all effluent monitoring equipment;

(f) a description of efforts made and results achieved in meeting the Effluent Objectives of Condition 6;

(g) a tabulation of the volume of sludge generated in the reporting period, an outline of anticipated volumes to be generated in the next reporting period and a summary of the locations to where the sludge was disposed;

(h) a summary of any complaints received during the reporting period and any steps taken to address the complaints;

- (i) a summary of all Bypass, spill or abnormal discharge events; and
- (j) any other information the Water Supervisor requires from time to time.

Staff Comments:

Staff will be providing these documents to the Ministry of the Environment, Conservation and Parks (MECP) with the approved Council resolution. (Attachment #1)

The Dundalk Wastewater Treatment Plant (WWTP) provided treatment in 2021 with an annual average influent daily flow of 1,220 m³/day, a 4.88% increase over the 2020 average influent daily flow of 1,161 m³/day. The plant was shut down 8 times due to trending of exceedances of unionized ammonia and high pH, for a total of 138 days, there were no loading exceedances in 2021 to the receiving stream.

The Dundalk Wastewater Treatment Environmental Assessment (EA) is still ongoing for the Dundalk Sewage Works, to determine technologies to meet effluent compliance objectives and limits and expansion to meet future development needs. A Request for Proposals was issued by Triton Engineering in September 2021, with 8 proposals being received. The submissions were short listed to 4 proposals for further analysis and the preferred technology will then be submitted for Ministry approval in 2022 to complete the EA.

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 PW2022-007 for information and that Council approve the Dundalk Wastewater Treatment Plant 2021 Annual Report.

Respectfully Submitted,

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

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

Attachments:

Attachment #1 – Dundalk Wastewater Treatment Plant 2021 Annual Report



Township of Southgate

Dundalk Wastewater Treatment Plant

2021 Annual Report

Jim Ellis
Public Works Manager

Dundalk Wastewater Treatment Plant 2021 Annual Report

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Overview:

The Dundalk Wastewater Treatment Plant (WWTP) provided treatment in 2021 with an annual average influent daily flow of 1,220 m³/day, a 4.88% increase over the 2020 average influent daily flow of 1,161 m³/day.

Project Description:

The Dundalk WWTP is a four-cell waste stabilization pond facility flowing into an aeration cell pond with a chemical feed system and a flocculation tank with tertiary treatment consisting of sand filters.

Plant Facts:

Facilities: Waste Stabilization Ponds with Tertiary Treatment

Design Capacity: 1832 m³/day

Receiver Water: Foley Drain/Grand River

Environmental Compliance

Approval: 5657-9D9LYE

Effluent Requirements:

	Ideal	Maximum	Maximum
Effluent Parameter	Concentration Objective	Monthly Average Concentration (MAC)	Monthly Average Loading
COBD5	5.0 mg/L	10.0 mg/L	18.32 kg/day
Total Suspended Solids (TSS)	5.0 mg/L	10.0 mg/L	18.32 kg/day
Total Phosphorous	0.30 mg/L + 5 degrees Celsius stream temperature 0.60 mg/L - 5 degrees Celsius stream temperature	0.40 mg/L + 5 degrees Celsius stream temperature 0.80 mg/L - 5 degrees Celsius stream temperature	0.73 mg/L + 5 degrees Celsius stream temperature 1.47 mg/L - 5 degrees Celsius stream temperature
Dissolved Oxygen	5.0 mg/L	4.0 mg/L	
Dissolved Ammonia	0.05 mg/L	0.1 mg/L	
pH	6.5 to 8.5 at all times	6.0 to 9.5 at all times	

Sampling Requirements:

Sampling Criteria for this system is in accordance with Ministry Policy for the Environmental Compliance Approval (ECA) No. 5657-9D9LYE

Final Effluent:

A grab sample is taken twice a month and tested for CBOD, Suspended Solids, Total Phosphorus, Total Ammonia Nitrogen, Ecoli, pH and temperature.

On site testing is performed twice a week on final effluent for Total Ammonia to determine Unionized Ammonia through lab testing, pH, temperature and Dissolved Oxygen.

Raw Sewage:

A grab sample is taken monthly and tested for BOD, Suspended Solids, Total Kjeldahl Nitrogen and Total Phosphorus.

Effluent Flows:

The total effluent flow treated in 2021 was 470,150m³. The annual average daily flow was 1,288 m³/day, which results in a 18.52% increase of total effluent over 2020.

Raw Sewage Quality:

- Annual average raw sewage BOD concentration to the lagoon system was 132 mg/l.
- Annual average raw sewage suspended solids (TSS) concentration to the lagoon system was 214 mg/l.
- Annual average raw total phosphorus was 3.85 mg/l concentration to the lagoon system.
- Annual average Total Kjeldahl Nitrogen (TKN) concentration was 41.6 mg/l.

Plant Performance and Effluent Quality:

- Annual average effluent CBOD concentration was 3.48 mg/l.
- Annual average effluent total suspended solids (TSS) concentration was 3.92 mg/l day with a removal efficiency of 97.96% with an annual monthly average loading of 7.82 kg/day.
- Annual average effluent total phosphorus concentration was 0.07 mg/l day with a removal efficiency of 90.31% with an annual monthly average loading of 0.1 kg/day.
- Annual average effluent concentration for Ammonia-nitrogen was 5.24 mg/l.
- Annual average Unionized Ammonia was 0.0594560 mg/l.
- Annual average pH was 7.57
- Annual monthly average Ecoli was 91 with the low being 2 and the high being 456.
- The summary for 2021 of the data for the systems plant operation performance is enclosed in this report.

Maintenance and Calibration Activities:

Regular monthly preventative maintenance and calibration of test equipment and flow meters are performed by municipal staff and outside certified suppliers.

Third party annual calibrations were performed on December 1, 2021.

There were no by-pass events to report.

There were 8 operator shutdowns in 2021:

Please reference below table for shutdowns and limit exceedances for 2021.

	Monthly Average Effluent Concentration					Monthly Average Effluent Loading (kg/d)			Lagoon Shutdown Duration	Comments
	COBD5	TSS	TP	Unionized Ammonia	pH	COBD5	TSS	TP		
	Limit	Limit	Limit	Limit	Limit	Limit	Limit	Limit		
	10.0 mg/day	10.0 mg/L	0.4 mg/L - > 5 C 0.8 mg/L - < 5 C	0.05 mg/L = daily testing 0.1mg/L = shutdown	< 6.0 or > 9.5	18.32 kg/day	18.32 kg/day	0.4 kg/L - > 5 C 0.8 kg/L - < 5 C		
JAN				0.095					6 days	6 days for being over 0.05 mg/L
FEB				0.202					18 days	18 days for being over 0.1 mg/L
MAR				0.108					27.5 days	27.5 days for being over 0.1 mg/L
APR				0.308					30 days	28 days for being over 0.1 mg/L 2 days for being over 0.05 mg/L
MAY				0.104					7 days	5 days for being over 0.05 mg/L 2 days for being over 0.1 mg/L
JUN										
JUL										
AUG					9.38				25.5 days	25.5 days for being over 8.5
SEP					8.55				24 days	24 days for being over 8.5
OCT										
NOV										
DEC										

No loading exceedances.

Discussion:

The Dundalk Wastewater Treatment Environmental Assessment (EA) is still ongoing for the Dundalk Sewage Works, to determine technologies to meet effluent compliance objectives and limits and expansion to meet future development needs. A Request for Proposals was issued by Triton Engineering in September 2021, with 8 proposals being received. The submissions were short listed to 4 proposals for further analysis and the preferred technology will then be submitted for Ministry approval in 2022 to complete the EA.

Rowes Lane sanitary sewer installation - \$90,982.10

Purchased two new sewage pumps \$33,296.58

Township of Southgate - Village of Dundalk

2021 General Wastewater Information

Plant # : 0-101006-67

ECA # : 5657-9D9LYE

Population: 2431 (Village of Dundalk)

Flows

	<u>Design</u>		<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
Capacity:	208,500						
Influent Average Daily:	-	m ₃	1,220	1,161	1,114	1,105	1,168
Annual Influent Flow:	668,600	m ₃	446,719	425,922	405,664	401,279	424,727
Influent Maximum Daily:	-	m ₃	6,740	4,510	3,989	9,022	6,362
Effluent Average Daily:	1,832	m ₃	1,288	1,087	1,315	1,355	1,230
Annual Effluent Flow:	-	m ₃	470,150	396,688	407,659	404,853	420,598
% Discharge vs. Total Capacity:	-		70.3%	59.3%	61.0%	60.6%	62.9%
Influent Increase 2021 over 2020:	-		4.88%	4.99%	1.09%	-5.52%	17.94%
Effluent Increase 2021 over 2020:	-		18.52%	-2.69%	0.69%	-3.74%	25.67%

Township of Southgate
Loading Report - Dundalk Wastewater Plant

Municipality:	Township of Southgate	Year:	2021
Plant:	Dundalk Wastewater Treatment Lagoons & Collection System		
Plant # :	0-101006-67		
Works # :	110001471		
System Description :	Faculative Lagoons & Sand Filters		

Month	Loading Influent			Effluent Loading		
	BOD kg/day	SS kg/day	T Phos. kg/day	Effluent CBOD kg/day	Effluent SS kg/day	Effluent T Phos. kg/day
January	93.4	202.4	4.2	9.7	16.6	0.25
February	62.0	153.1	0.1	2.2	2.6	0.04
March	738.4	357.1	11.0	16.6	10.7	0.21
April	172.9	247.8	7.3	0.0	0.0	0.00
May	104.0	262.5	3.5	8.0	13.3	0.13
June	81.5	308.3	1.1	3.2	3.2	0.24
July	186.8	323.9	5.9	2.2	3.6	0.02
August	83.5	167.1	3.7	7.4	7.4	0.10
September	109.6	163.7	3.2	5.7	5.7	0.10
October	152.7	202.7	7.8	13.9	15.5	0.12
November	183.1	333.2	7.4	8.5	8.5	0.06
December	159.8	204.2	5.5	6.7	6.7	0.11
Total	2127.7	2926.0	60.4	84.1	93.8	1.39
Average	177.3	243.8	5.0	7.0	7.8	0.12
Maximum	738.4	357.1	11.0	16.6	16.6	0.25

PS = Plant Shutdown

Township of Southgate
Performance Report - Dundalk Wastewater Plant

Municipality: Township of Southgate
Plant: Dundalk Wastewater Treatment Lagoons & Collection System
Plant #: 0-101006-67
Works #: 110001471
System Description: Faculative Lagoons & Sand Filters

Year: 2021
Receiver: Foley Drain - Grand River
Design Average Day Flow (m3): 1832

Month	Flows			Effluent Total Flow m3	Discharge Duration Days	Bio-Chemical Oxygen Demand			Suspended Solids			Phosphorus			E Coli average Effluent Count	Temperature ≤ 5 C. or > 5 C.	Nitrogen Series			Loading		
	Raw					Avg. Raw BOD mg/l	Avg Effluent CBOD mg/l	Percent Removal	Avg. Raw SS mg/l	Avg. Effluent SS mg/l	Percent Removal	Avg. Raw T. Phos mg/l	Avg. Effluent T. Phos mg/l	Percent Removal			TKN mg/l	Avg. Effluent NH3 + NH4 mg/l	Unionized Ammonia mg/l	Effluent CBOD kg/day	Effluent SS kg/day	Effluent T Phos. kg/day
	Total Flow m3	Avg. Flow m3	Max. Flow m3																			
January	32176	1038.00	1215.00	69184	25	90.0	3.5	96.11%	195.0	6.0	96.92%	4.00	0.09	97.75%	232	0.6	39.7	10.31	0.061170	9.7	16.6	0.2
February	20911	747.00	957.00	3972	9	83.0	5.0	93.98%	205.0	6.0	97.07%	0.10	0.09	10.00%	424	0.1	44.7	15.20	0.118467	2.2	2.6	0.0
March	57667	1860.00	6740.00	4936	2.3	397.0	7.7	98.05%	192.0	5.0	97.40%	5.90	0.10	98.31%	300	0.2	54.7	17.60	0.084840	16.6	10.7	0.2
April	36273	1209.00	1909.01	0	0	143.0	0.0	100.00%	205.0	0.0	100.00%	6.00	0.00	100.00%	PS	0.0	54.1	0.00	0.201880	0.0	0.0	0.0
May	32544	1050.00	1979.00	63815	24	99.0	3.0	96.97%	250.0	5.0	98.00%	3.30	0.05	98.48%	9	14.4	26.8	8.89	0.079504	8.0	13.3	0.1
June	20557	685.00	1675.00	31570	30	119.0	3.0	97.48%	450.0	3.0	99.33%	1.60	0.23	85.63%	3	21.3	56.3	3.40	0.042650	3.2	3.2	0.2
July	40489	1306.00	2440.00	22224	31	143.0	3.0	97.90%	248.0	5.0	97.98%	4.50	0.03	99.33%	5	22.4	40.7	0.03	0.000790	2.2	3.6	0.0
August	25646	827.00	972.00	13607	5.5	101.0	3.0	97.03%	202.0	3.0	98.51%	4.50	0.04	99.11%	4	20.7	41.6	0.04	0.073700	7.4	7.4	0.1
September	39590	1320.00	6301.00	10454	5.5	83.0	3.0	96.39%	124.0	3.0	97.58%	2.40	0.05	97.92%	12	14.4	19.7	0.04	0.001250	5.7	5.7	0.1
October	40783	1316.00	2464.00	95915	31	116.0	4.5	96.12%	154.0	5.0	96.75%	5.90	0.04	99.32%	6	12.9	50.1	0.05	0.006600	13.9	15.5	0.1
November	45034	1501.00	2520.00	85025	30	122.0	3.0	97.54%	222.0	3.0	98.65%	4.90	0.02	99.59%	2	3.7	42.8	1.1	0.009289	8.5	8.5	0.1
December	55049	1776.00	2968.00	69448	31	90.0	3.0	96.67%	115.0	3.0	97.39%	3.10	0.05	98.39%	2	1.3	28.5	6.25	0.033333	6.7	6.7	0.1
Total	446719			470150	224.3																	
Average	37227	1220		39179		132.2	3.5	97.02%	213.5	3.9	97.97%	3.85	0.07	90.32%	91	9.3	41.6	5.24	0.059456	7.0	7.8	0.1
Maximum	57667	1860	6740	95915		397.0	7.7		450.0	6.0		6.00	0.23		424	22.4	56.3	17.60	0.201880	16.6	16.6	0.2

PS = Plant Shutdown

Township of Southgate
Annual Report - Dundalk Wastewater Plant

Plant: Dundalk Wastewater Treatment Lagoons & Collection System
 Works: 110001471
 Year: 2021
 Location Type: **Final Effluent Discharge Report**

Month	Discharge Duration Days	Total Effluent m3	Total Coagulant Used (kg)	Average Coagulant Dosage (mg/l)	Average CBOD mg/l	Average SS mg/l	Average T. Phos. mg/l	Average NH ₃ + NH ₄ as N (mg/l)	E Coli average Count	Average pH Reports	Average Temp. C	Average D.O. mg/l
January	25	69184	1.25	11.7	3.5	6.0	0.09	10.31	232	8.01	0.60	12.48
February	9	3972	0.45	73.6	5.0	6.0	0.09	15.20	424	7.93	0.10	11.62
March	2.3	4936	0.12	0.0	7.7	5.0	0.10	17.60	300	7.77	0.20	11.40
April	0	0	0.00	0.0	0.0	0.0	0.00	0.00	PS	0.00	0.00	0.00
May	24	63815	1.20	12.2	3.0	5.0	0.05	8.89	9	8.14	14.40	8.98
June	30	31570	1.50	30.9	3.0	3.0	0.23	3.40	3	8.03	21.30	6.36
July	31	22224	1.55	0.0	3.0	5.0	0.03	0.03	5	8.05	22.40	7.17
August	5.5	13607	0.28	13.1	3.0	3.0	0.04	0.04	4	8.97	20.70	7.83
September	5.5	10454	0.28	17.1	3.0	3.0	0.05	0.04	12	8.55	14.40	9.70
October	31	95915	1.55	10.5	4.5	5.0	0.04	0.05	6	9.13	12.90	10.27
November	30	85025	1.50	11.5	3.0	3.0	0.02	1.12	2	8.14	3.70	13.50
December	31	69448	1.55	14.5	3.0	3.0	0.05	6.25	2	8.13	1.30	13.59
Total	224.3	470150	11.22									
Average		39179	0.93	16.27	3.48	3.92	0.07	5.24	91	7.57	9.33	9.41
Maximum		95915			7.74	6	0.23	17.6	424	9.13	22.40	13.59

PS = Plant Shutdown

Township of Southgate - Village of Dundalk
Annual Report - Dundalk Wastewater Plant

Plant: Dundalk Wastewater Treatment Lagoons & Collection System
Works: 110001471
Classification: Class 1 Wastewater Collection & Class 1 Wastewater Treatment
Receiver: Foley Drain to Grand River

Year: 2021
Population Served: 2431

Raw Sewage Parameters		January	February	March	April	May	June	July	August	September	October	November	December	Summary
	Average	90	83	397	143	99	119	143	101	83	116	122.50	90.00	132
BOD	Minimum	90	83	397	143	99	119	143	101	83	116	96	90	130
mg/l	Maximum	90	83	397	143	99	119	143	101	83	116	149	90	134
Suspended Solids	Average	195	205	192	205	250	450	248	202	124	154	222.50	115.00	214
	Minimum	195	205	192	205	250	450	248	202	124	154	140	115	207
mg/l	Maximum	195	205	192	205	250	450	248	202	124	154	305	115	220
	Average	39.7	44.7	54.7	54.1	26.8	56.3	40.7	1.0	19.7	50.1	42.75	28.50	38.3
TKN	Minimum	39.7	44.7	54.7	54.1	26.8	56.3	40.7	1.0	19.7	50.1	37.9	28.5	37.9
mg/l	Maximum	39.7	44.7	54.7	54.1	26.8	56.3	40.7	1.0	19.7	50.1	47.6	28.5	38.7
Total Phosphorus	Average	4.01	0.04	5.9	6.05	3.29	1.62	4.55	4.50	2.49	5.89	4.90	3.17	3.87
	Minimum	4.01	0.04	5.9	6.05	3.29	1.62	4.55	4.50	2.49	5.89	4.27	3.17	3.82
mg/l	Maximum	4.01	0.04	5.9	6.05	3.29	1.62	4.55	4.50	2.49	5.89	5.52	3.17	3.92

PS = Plant Shutdown

Township of Southgate - Village of Dundalk
Annual Report - Dundalk Wastewater Plant

Plant: Dundalk Wastewater Treatment Lagoons & Collection System
Works: 110001471
Classification: Class 1 Wastewater Collection & Class 1 Wastewater Treatment
Receiver: Foley Drain to Grand River

Year: 2021
Population Served: 2431

Final Effluent Parameters		January	February	March	April	May	June	July	August	September	October	November	December	Summary
	Average	3.5	5.0	6.0	PS	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.5
CBOD mg/l	Minimum	3.0	5.0	6	PS	3.0	3.0	3	3.0	3.0	3.0	3.0	3.0	3.0
	Maximum	4.0	5.0	6	PS	3.0	3.0	3	3.0	3.0	3.0	3.0	3.0	6.0
Suspended Solids mg/l	Average	6.0	6.0	5.0	PS	5.0	3.0	5.0	3.0	3.0	5.0	3.0	3.0	4.3
	Minimum	6.0	6.0	5	PS	4.0	3.0	3	3.0	3.0	3.0	3.0	3.0	3.0
	Maximum	6.0	6.0	5	PS	6.0	3.0	7	3.0	3.0	7.0	3.0	3.0	7.0
	Average	10.3	15.2	17.6	PS	8.9	3.4	0.03	0.04	0.04	0.05	1.3	5.1	5.63
NH3 + NH4 mg/l	Minimum	8.72	15.20	17.6	PS	7.47	2.71	0.03	0.04	0.04	0.04	0.52	3.64	0.03
	Maximum	11.90	15.20	17.6	PS	10.30	4.09	0.03	0.04	0.04	0.05	2.14	6.47	17.60
	Average	13.95	20.60	20.20	PS	11.05	4.40	0.08	1.00	0.80	0.09	2.00	6.25	7.31
TKN mg/l	Minimum	12.40	20.60	20.2	PS	10.00	3.50	0.07	1.00	0.80	0.08	1.20	4.90	0.07
	Maximum	15.50	20.60	20.2	PS	12.10	5.30	0.08	1.00	0.80	0.09	2.80	7.60	20.60
Total	Average	0.09	0.09	0.10	PS	0.05	0.23	0.04	0.04	0.05	0.04	0.02	0.05	0.07
Phosphorus mg/l	Minimum	0.09	0.09	0.1	PS	0.05	0.06	0.02	0.04	0.05	0.03	0.01	0.04	0.01
	Maximum	0.09	0.09	0.1	PS	0.05	0.39	0.05	0.04	0.05	0.04	0.03	0.05	0.39
	Average	232.00	424.00	300.00	PS	9.00	3.00	5.00	4.00	12.00	6.00	2.00	2.00	91
Ecoli	Minimum	8	424	300	PS	2	2	2	4	12	4	2	2	2
	Maximum	456	424	300	PS	16	4	8	4	12	8	2	2	456
pH Lab Results (In-house testing not included)	Average	8.01	7.93	7.74	PS	8.14	8.03	8.05	8.97	8.55	9.26	8.11	8.17	8.27
	Minimum	7.90	7.93	7.74	PS	8.06	7.86	7.97	8.97	8.55	9.13	7.94	8.07	7.74
	Maximum	8.11	7.93	7.74	PS	8.22	8.20	8.13	8.97	8.55	9.38	8.27	8.27	9.38
	Average	12.90	10.80	11.20	PS	9.00	6.70	7.20	7.90	9.70	10.50	13.55	13.50	10.27
DO mg/l	Minimum	11.90	9.10	10.2	PS	7.00	5.40	6.2	7.40	9.60	8.90	11.90	12.80	5.40
	Maximum	13.90	12.50	12.2	PS	11.00	8.00	8.2	8.40	9.80	12.10	15.20	14.20	15.20
Unionized	Average	0.062456	0.117000	0.079100	0.198700	0.076400	0.042250	0.001050	0.073700	0.001250	0.007875	0.015200	0.031150	0.058844
Ammonia mg/l	Minimum	0.029400	0.032400	0.050200	0.088700	0.048000	0.012200	0.000000	0.004600	0.001200	0.000350	0.002400	0.016000	0.000000
	Maximum	0.095512	0.201600	0.108000	0.308700	0.104800	0.072300	0.002100	0.142800	0.001300	0.015400	0.028000	0.046300	0.308700

PS = Plant Shutdown

Township of Southgate

Administration Office

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Dundalk, ON N0C 1B0

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Staff Report CAO2022-004 - Addendum

Title of Report: Southgate Ministers Zoning Order and Flato-Southgate
MZO Development Agreement Approval Report

Department: Administration

Council Date: February 16, 2022

Council Recommendations:

Be it resolved that Council receive staff report CAO2022-004 as information; and

That Council approve Township of Southgate support resolution for a Participating Provincial Municipal Zoning Order for Flato Lands proposed around Dundalk settlement area identified as Flato Northeast, Flato Northwest and Flato Southeast development projects by By-law 2022-020; and

That Council approve the Township of Southgate Draft MZO Provincial document for the Ministers consideration, review and approval; and

That Council approve the Southgate Mayor John Woodbury's letter requesting Minister of Municipal Affairs and Housing Steve Clark request Ministry of Transportation to provide Provincial Highway #10 access from the Dundalk Northeast and the Dundalk Southeast development properties; and

That Council approve the Flato-Southgate Municipal Zoning Order Development Agreement by Municipal By-law 2022-020 at the February 16, 2022 Council meeting.

Background:

Flato Developments and their Planning Consultant MHBC presented as a delegation at the January 19, 2022 Council meeting. Flato and their Planning consultant staff met with the Affordable Attainable Housing Committee on January 25, 2022 and they also hosted a Virtual Public Meeting on January 27th, 2022 at 6:00pm to discuss the process and actions with the community. Flato also attended the February 2nd, 2022 Council Committee of the Whole meeting to support Council and staff discussions on their MZO proposal and Flato's commitments to a Development agree with the Township for a Province of Ontario Municipal Zoning Order (MZO) approval by the Minister of Municipal Affairs & Housing Steve Clark to consider approving.

Staff presented staff report CAO2022-003 for discussion of the Flato proposal request for support to seek a Ministry Zoning Order and Draft MZO Development Agreement Report for Council to discuss in a COW meeting of February 2nd, 2022 with the following motion being approved.

Mayor Woodbury requested a recorded vote on the main motion.

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

Be it resolved that Council receive staff report CAO2022-003 as information; and
That Council approve to proceed with a Township of Southgate support resolution for a Participating Provincial Municipal Zoning Order for Flato Lands proposed around Dundalk settlement area identified as Flato Northeast, Flato Northwest and Flato Southeast development projects; and

That Council approve the draft Southgate Municipal Zoning Order Development Agreement for Flato projects identified as Flato Northeast, Flato Northwest and Flato Southeast as presented and for possible further amendments; and

That Council consider approval of supporting the Participating Provincial Municipal Zoning Order for Flato Lands proposed around Dundalk settlement area and the Southgate Municipal Zoning Order Development Agreement by Municipal By-law 2022-020 at the February 16, 2022 Council meeting.

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

Nay (1): Councillor Sherson

Carried (6 to 1) No. 2022-043

Staff Comments:

Staff since the February 2nd, 2022 Council meeting have received correspondence from the Bluewater District School Board (Attachment #1) and finalized the Flato-Southgate MZO Development Agreement. The latest discussion to seek input of the Development Agreement was with Municipal Affairs & Housing (MMAH) Regional Planners, as well as Grey and Southgate planners in the virtual meeting to refine the Schedule B section of the agreement document. Following MMAH meeting we moved 6 sections from Schedule B to Schedule C. Southgate staff also reviewed the document with Triton, adding one sentence at the end of Section 9 in Schedule C.

The latest changes in the Flato-Southgate MZO Development Agreement (Attachment #2) is dated February 9th, 2022 with all the changes or additions reflected in red type.

The changes we have made to the Development Agreement are:

1. Schedule B Section 6 moved to create new Schedule C Section 1 condition.
2. Schedule B Section 1 moved to create new Schedule C Section 2 condition.
3. Schedule B Section 7 moved to create new Schedule C Section 4 condition.

4. Schedule B Section 10 moved to create new Schedule C Section 5 condition.
5. Schedule B Section 3 moved to create new Schedule C Section 6 Subsection (i) condition.
6. Schedule B Section 4 moved to create new Schedule C Section 6 Subsection (ii) condition.
7. Added a sentence to Section 9 to reflect on a requirement for the Developer and their consultant that they shall pre-consult with Township's Engineers in relation to the future servicing strategy for the 3 projects.
8. Create a new Section 12 condition to deal with MZO Amendments and Revoking an MZO if required.

The Township has also received from Flato's Planners a draft Southgate Municipal Zoning Order Regulation document and is also included as Attachment #3 in this report.

It has been recommended that the Township request from the Minister of Municipal Fairs & Housing access to Hwy #10 by sending a letter from Southgate's Mayor with our MZO submission. The Mayor's letter is included as Attachment #4 in this report. Provincial Planning staff have been very clear during the discussions with Township staff that the Hwy #10 access request is not part of the MZO process.

Addendum Report Information

The information below are the changes made as a result of the legal review by Southgate's lawyer to the Flato-Southgate MZO Development Agreement that are reflected in the new Attachment #2 and reflect in the newly posted By-law 2022-020. The version 14 document still reflect the changes made to the agreement since February 2, 2022 document version in red and the most recent legal changes suggested in blue type. The latest changes are:

1. In the title section correct the legal name for Flato to "Flato Developments Inc."
2. Delete Section 1.2 as a redundant clause.
3. In Section 2 Subsection (b) add the word "or" at the end of that statement.
4. In Section 2 Subsection (c) point (iii) delete the semi-colon and ended the statement with a period.
5. In Section 12 made the following 4 changes:
 - i. In the second paragraph corrected the legal name to "Flato Developments Inc."
 - ii. In the second paragraph removed the reference to (the "Lands") as it was properly reference earlier in the agreement document.

- iii. In the fourth paragraph deleted the word “also”.
 - iv. In the fourth paragraph deleted the semi-colon and ended the statement with a period.
- 6. In Section 13 made the following 2 changes:
 - i. Added in the first sentence after Schedules “A, B, C and D”.
 - ii. Added a sentence that reference schedule conditions and the requirement to be completed or released by the Township of a condition(s) prior to subdivision agreement approval.
 - 7. New Schedule D Northwest map included to reflect minor changes around the cemetery.
 - 8. New Schedule D composite map included because of change to Northwest map.

Financial Impact or Long Term Implications

There is no financial impact as a result of this report as Flato will be required to complete the work to support the MZO request, the Planning work and the costs related to any Public Meeting(s).

Communications & Community Action Plan Impact:

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

Goal 1-Attracting New and Supporting Existing Businesses & Farms

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

Strategic Initiatives 1-A (2019-2023):

By 2023, together with existing businesses and other partners, the Township will have identified the types of new business opportunities that are likely to have emerged when Dundalk's 10-15 year growth has taken place and the Dundalk population approaches 4500 people. This business opportunity projection should project the likely demographic make-up of that future population and its likely work, travel, and shopping patterns. It should also identify possible municipal incentives that could facilitate the emergence of these future business opportunities

Strategic Initiatives 1-C (2019-2023):

By 2023, the Township will have entered into an appropriate agreement to sell its Hwy 10 frontage for the purposes of commercial development, and development will be underway.

Strategic Initiatives 1-E (2019-2023):

By 2023, the Township will have updated the Official Plan and zoning bylaw to provide flexibility for business, help to reduce processing requirements, and help to provide more opportunity for success.

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-A (2019-2023):

By means of appropriate policies, incentives and development partners, the Township will facilitated a significant increase in the supply and variety of both rental and purchase housing/accommodation within Southgate.

Concluding Comments

1. That Council receive this report as information.
2. That Council approve the resolution of support for a Participating MZO for the 3 Flato Development properties referred to as Flato North East, Flato North West and Flato South East by Municipal By-law 2022-020.
3. That Council approve the Township of Southgate the Draft MZO Provincial document for the Ministers approval.
4. That Council approve the Flato-Southgate Municipal Zoning Order Development Agreement by Municipal By-law 2022-020.

Respectfully Submitted,

Planner approval: Original Signed By Clint Stredwick – Municipal Planner
cstredwick@southgate.ca 519-923-2110 x235

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

- Attachment #1 – Bluewater District School Board Correspondence
- Attachment #2 – Southgate Municipal Zoning Order Development Agreement, dated February 9, 2022 -*Addendum*
- Attachment #3 – Draft Southgate Provincial MZO document
- Attachment #4 – Southgate Mayor John Woodbury Letter to the Minister of Municipal Affairs & Housing Steve Clark to request support for MTO access to Highway #10



Bluewater District School Board

P.O. Box 190, 351 1st Avenue North
Chesley, Ontario N0G 1L0
Telephone: (519) 363-2014 Fax: (519) 370-2909
www.bwdsb.on.ca

February 3, 2022

Clinton Stredwick
Municipal Planner
Township of Southgate
185667 Grey County Road 9
Dundalk, ON N0C 1B0

RE: Dundalk Ministerial Zoning Order (MZO)

Attention: Clinton Stredwick,

Thank you for circulating the MHBC Flato Dundalk MZO Council presentation. Flato is proposing three different areas in the Dundalk area for future development by means of an MZO including Dundalk North, Dundalk West and Dundalk Southeast which includes a total of 1300 units.

Bluewater District School Board has no objection to this development. As mentioned in the meeting with town staff on Monday, January 24th, 2022, planning staff request that language be added to ensure that *Public Service Facilities* are listed as a permitted use on the MZO lands. School site(s) will be finalized upon the further processing of the subdivision applications.

Please do not hesitate to contact us if you have any questions, concerns or for more information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rob Cummings'.

Rob Cummings, CPA, CMA
Superintendent of Business Services and Treasurer

c.c.: Dennis Dick, Manager of Plant Services
Shelley Crummer, Business Analyst

SOUTHGATE MINISTRY ZONING ORDER DEVELOPMENT AGREEMENT

This Agreement is made on the 16th day of February, 2022.

B E T W E E N:

THE TOWNSHIP OF SOUTHGATE

("Township")

-and-

FLATO DEVELOPMENTS INC.

("Developer")

Together hereinafter referred to as the "Parties"

RECITALS:

- A. The Developer and the Township is responsible for the development of lands legally they own described as outlined in **Schedule "A"** and located in Dundalk Northeast, Northwest and Southeast, in the Township of Southgate (the "Lands"). The Lands are partially located within the Dundalk settlement area.
- B. On January 17, 2022, the Developer requested a Minister's Zoning Order ("MZO") to facilitate and provide increased housing stock of a variety of forms in order to address the current Provincial housing crisis, providing aging in place opportunities, providing local employment opportunities, increasing the local rental housing supply, and providing for more affordable housing options.
- C. The Concept Plan attached as **Schedule "D"** demonstrates that the MZO would provide a variety of homes including single detached, semi-detached, various forms of townhomes, apartments, commercial, industrial and associated community uses, the protection and restoration of significant environmental features.
- D. On February 2nd, 2022 Council for the Township of Southgate considered Staff Report CAO2022-003 titled Southgate-Flato Municipal Zoning Order Report, and voted in favour of supporting the MZO request.
- E. The Township requires the Developer to enter into this Agreement to address certain matters and requirements with respect to the Lands following the issuance of the MZO by the Province of Ontario. The proposed developments shall be subject to the condition of this agreement, following the Township's approval of the MZO municipal support resolution and the Southgate Municipal Zoning Order Development Agreement approval by the Municipal By-law at the February 16, 2022 Council meeting.

IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the **Parties** covenant and agree as follows:

ARTICLE I

RECITALS AND SCHEDULES

The Parties agree that the recitals hereinbefore set out are true in substance and fact, and form an integral part of this Agreement.

The Parties agree that the following schedules are attached and form part of this Agreement:

Schedule "A" – Legal Descriptions

Schedule "B" - Southgate Conditions To Be Part Of The Minister's Zoning Order (MZO)

Schedule "C" - Development Agreement Conditions Following The Minister's Zoning Order

Schedule "D" – Draft Concept Plans

ARTICLE II

NATURE OF AGREEMENT

Purpose of Agreement: The purpose of this Agreement is to give effect to requirements of the Township in relation to the MZO.

1. **Obligations of Developer:** The Developer covenants to be bound by and to observe, perform and comply with the provisions, obligations and covenants contained in the Agreement.
2. **Termination of the Development Agreement:** This Agreement shall terminate in any of the following circumstances:
 - (a) The Province does not approve the MZO;
 - (b) On any date mutually agreed upon by the Parties in writing; or
 - (c) At the option of the Township where:
 - (i) the Developer is in default of any of its obligations or covenants under this Agreement;
 - (ii) the Township has delivered a written notice to the Developer describing the nature of the default; and
 - (iii) the Developer fails to remedy the default within sixty (60) days.
 - (d) If this Development Agreement is terminated the Township may seek a request to the Ministry to revoke the MZO if required.

ARTICLE III

GENERAL

3. **Notice:** Any notice, demand or request provided for or permitted to be given pursuant to this Agreement shall be sufficiently made if delivered either personally, by prepaid registered mail or by facsimile transmission from one party to another addressed as follows:

- (a) In the case of notice to the Township:

THE TOWNSHIP OF SOUTHGATE
185667 Grey Rd 9, Dundalk, ON N0C 1B0
Attention: Clerk
Email: info@southgate.ca

with a copy to its solicitors:

STUTZ BROWN SELF PROFESSIONAL CORPORATION
269 Broadway
Orangeville, ON L9W 1K8
Attention: Stephen Christie
Email: schristie@sbslaw.ca

- (b) In the case of notice to the Developer:

FLATO DEVELOPMENTS INC.
3621 Highway 7 East, Suite 503, Markham, ON L3R 0G6
Attention: Shakir Rehmatullah
Email: shakir@flatogroup.com

with a copy to its solicitors:

DENTONS CANADA LLP

Address: 77 King Street West, Suite 400, Toronto, ON M5K 0A1

Attention: Katarzyna Sliwa

Email: kat.sliwa@dentons.com

Such notice is deemed to have been received, if by personal delivery on the date of delivery, and if by Email transmission on the date of delivery with electronic confirmation of receipt obtained if received before 4:30 pm on a business day and if thereafter then on the next business day. If notice is given by mail, it is deemed to be received five (5) business days after it was mailed, or upon proof of delivery by return receipt; however in the event of the interruption of postal services, the notice shall not be deemed to have been given during such period of interruption unless the notice has been actually received.

4. **Applicable Laws:** Nothing in this Agreement shall relieve the Developer from compliance with all applicable federal, provincial or municipal statutes, regulations, compliance with Section 24 of the Planning Act, by-laws, County & Township Official Plans, orders, ordinances, rules, policies or resolutions.
5. **Developer's Expense:** Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words "at the cost and expense of the Developer" and "to the Township's satisfaction" unless specifically stated otherwise.
6. **Extensions of Time:** Time is of the essence in this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both **Parties**, but no such extension of time will operate as an extension of any other time limit, time will remain of the essence in this Agreement, and any such extension shall not act as a waiver of the obligations of the Developer or of the Township's rights and remedies.
7. **Interpretation:** References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto. The use of words in the singular or plural, or with a particular gender, will not limit the scope or exclude the application of any provision of this Agreement to such party or circumstances as the context otherwise permits. The headings inserted in this Agreement are inserted for convenience only and are not to be used as a means of interpreting this Agreement.
8. **Invalidity:** The Developer will not call into question, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the Township's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the **Parties** are entitled to all remedies arising from it. The Developer shall not take the benefit of this Agreement and allege entitlement to any greater rights than as set out in this Agreement. The provisions of this paragraph may be pleaded, by either party, in any action or proceeding as an estoppel of any denial of such right. If any of the provisions contained in this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby.
9. **Binding on Successors:** All obligations contained in this Agreement, although not expressed to be covenants, are deemed to be covenants. This Agreement and the covenants contained in this Agreement are intended and shall be deemed to enure to the benefit of and be binding upon the respective successors and assigns of each of the **Parties** hereto and all subsequent owners of the Lands.
10. **No Fettering of Discretion:** The Agreement shall not fetter in any way the discretion or authority of Township Council, Grey County Staff, the Township's Planner ~~Commissioner of Planning~~ and Chief Building Official or other Township staff in regard to any further applications with respect to Lands, including applications for site plan approval, building permits, subdivision or condominium approval.
11. **No Joint Venture:** Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said Parties liable for the debts and obligations of the other.
12. **Solicitor's Responsibilities:** The Developer shall, at the request of the Township Solicitor, provide the Township with a notification of Title from the Developer's solicitor, confirming the ownership of the Lands and that this Agreement shall have the priority over any mortgage, charge, encumbrances or other interest affecting the Lands.

Flato Developments Inc. (the "Developer") being a corporation in good standing under the laws of Ontario and will be the registered owner in fee simple absolute and have a good and marketable title to the land described in Schedule "A" the "Lands". This Southgate Ministry Zoning Order Development Agreement shall be duly and fully executed by the Developer and the Township to include the full name and addresses of all registered owner(s) of the Lands as described in Schedule "A" to this Agreement

The Southgate Ministry Zoning Order Development Agreement that contains a registerable and complete legal description of the Lands shall be registered on the property titles following the Minister's Zoning Order approval as condition of the Agreement.

The Developer's Solicitor shall ~~also~~ certify to the Township that there are no writs of execution or liens filed with the Sheriff of the Judicial District and/or the Land Registry Office against the Owner or any prior registered owner(s) on title to the Lands at the time the Agreement is to be registered. Further that all covenants, obligations, agreements, conditions and undertakings contained in the Agreement on the part of the Developer run with the Lands and are binding upon the Owner, its successors and assigns and subsequent owners of the Lands all in accordance with Section 41(10) of the *Planning Act*, as amended.

13. **Schedules:** The Schedules A, B, C and D attached hereto form part of this Agreement and have the same force and effect as if the information on them were contained in the body of this Agreement. These conditions are explicitly referenced within this Development agreement and shall be completed by the Developer prior to Subdivision Agreement Approval or a release of requirement by the Township if a condition(s) is not required.

14. **Counterparts:** This Agreement may be executed in counterparts.

IN WITNESS WHEREOF the Parties have duly executed this Agreement.

THE TOWNSHIP OF SOUTHGATE

Name: _____
John Woodbury
Title: Mayor

Name: _____
Lindsey Green
Title: Clerk

We have authority to bind the Corporation.

FLATO DEVELOPMENTS INC.

Per: _____
Name: Shakir Rehmatullah
Title: President

I have authority to bind the Corporation.

SCHEDULE "A"

Legal Descriptions of the Properties

Dundalk Northeast

PT LT 226-227 CON 1 SWTSR PROTON as in R509714;
LT 225 CON 1 SWTSR PROTON Except PT 19R144;
PT LT 225-226 CON 2 SWTSR PROTON PT 1 16R7565;
PT LT 223-224 CON 1 SWTSR PROTON as in R416214, S/T GS141547;
SOUTHGATE

Dundalk Northwest

PT LT 229 CON 3 SWTSR PROTON AS IN R547329;
AND PART OF PT LT 229 CON 3 SWTSR PROTON PT 1 16R8057;
AND PT LT 230 CON 3 SWTSR PROTON PT 1 & 2 17R2073
AND PT LT 230 CON 3 SWTSR PROTON PT 1 16R9094;
SOUTHGATE

Dundalk Southeast

PT LT 238-240 CON 1 SWTSR PROTON; PT LT 238 CON 2 SWTSR PROTON AS IN GS61405 EXCEPT PT 1-2 16R6077, GS76867,
R492286 & LYING NE OF R492286; AND LT 239 CON 2 SWTSR PROTON NE OF R492286
SOUTHGATE

SCHEDULE “B”

SOUTHGATE CONDITIONS TO BE PART OF THE MINISTER’S ZONING ORDER (MZO)

1. That the MZO include Flexible Zoning to adjust the development mix of commercial, industrial and residential mixed uses to allow decisions by the “Township” to allocate property for the purpose of Public Service Permitted Facility Uses for the locating future public school, providing utility servicing, recreation facilities, park lands and walking trails for community uses.
2. That the MZO require and establish the mixed residential housing development needed, to include affordable and attainable and mix use intensification housing options, including rental housing stock.
3. That the MZO establish Permitted Uses.
4. That the MZO establish Zoning requirements in each of the commercial, industrial, public institutional and residential areas.

SCHEDULE "C"

DEVELOPMENT AGREEMENT CONDITIONS FOLLOWING THE MINISTER'S ZONING ORDER

1. That the Developer execute this Southgate MZO Development Agreement with the Township.
2. That a letter from Southgate's Mayor John Woodbury be sent and included with the Township's MZO support submission to the Minister of Municipal Affairs and that the road access request is forwarded to the Ministry of Transportation to permit a roadway traffic accesses onto Provincial Highway #10 from the Dundalk Northeast property and the Dundalk Southeast property (see Schedule "D" Concept Plans) as part of the Ministry request.
3. That all roadway accesses created by this Minister Zoning Order from Flato Developments to Provincial Highway #10, as well as Grey County and Township road accesses come with conditions with costs for road widening and traffic controls will be the responsibility of the "Developer".
4. That the Developer is required as part of this Development Agreement to have the projects reviewed by and acquire Conservation Authority Approval/Permitting and the Sources Water Protection Official review to ensure protection and security of the present Community's Wellhead Protection Zones are protected and future sites are considered.
5. That this Development Agreement includes, as part of the MZO process, site criteria for a new replacement and future school sites.
6. That the Development Agreement would include planning processes and development conditions that shall be required to be completed by the Developer after the approval of the MZO as follows:
 - i. That the Developer will undertake applications with the County and the Township Planning Departments to place the lands identified into the urban development boundary settlement area of Dundalk if required;
 - ii. Amendment of the County Official Plans if required that reflect County OP policies related to minimum density provisions, mixed-use housing, natural heritage policies, natural hazard policies, etc. will be undertaken immediately following MZO approval;
 - iii. Amendment of the Southgate Official Plans if required will be undertaken immediately following MZO approval;
 - iv. Address Official Plan & By-law issues related to compliance with Section 24 of the Planning Act, as required;
 - v. The Developer and Township initiate an application to amend the Official Plan pursuant to Section 26 of the Planning Act, if appropriate, and as part of the provincial plan conformity exercise to redesignate the lands in accordance with the MZO;
 - vi. That the Developer and the Township request that the County, similarly to section 6 (v), initiate an application to amend the Official Plan pursuant to Section 26 of the Planning Act, if appropriate, and as part of the provincial plan conformity exercise to redesignate the lands in accordance with the MZO;
 - vii. First Nations and Indigenous consultation;
 - viii. Complete a Master Servicing Plan and a Servicing Agreement with the Township for each of the 3 projects with details on the required servicing infrastructure (existing or planned) that will be needed to support the proposed developments;
 - ix. Traffic Impact Transportation Study for each of the 3 project areas related to Provincial, County and Municipal roadways; and
 - x. That development of the 3 parcels project areas proceed utilizing a plan of subdivision process including the submission requirements prescribed by the County of Grey and Township.
7. A condition of this Development Agreement is prior to MZO approval and being executed by Council is a pre-consultation meeting be held with the community, as a developer lead Public Meeting provided by the "Owner" to educate and inform what a Minister's Zoning Order is and is not.
8. A condition of this Development Agreement is that time saved on shortening the zoning process shall be refocused by the developer working with the Township to support project planning and development work through public consulting meetings,

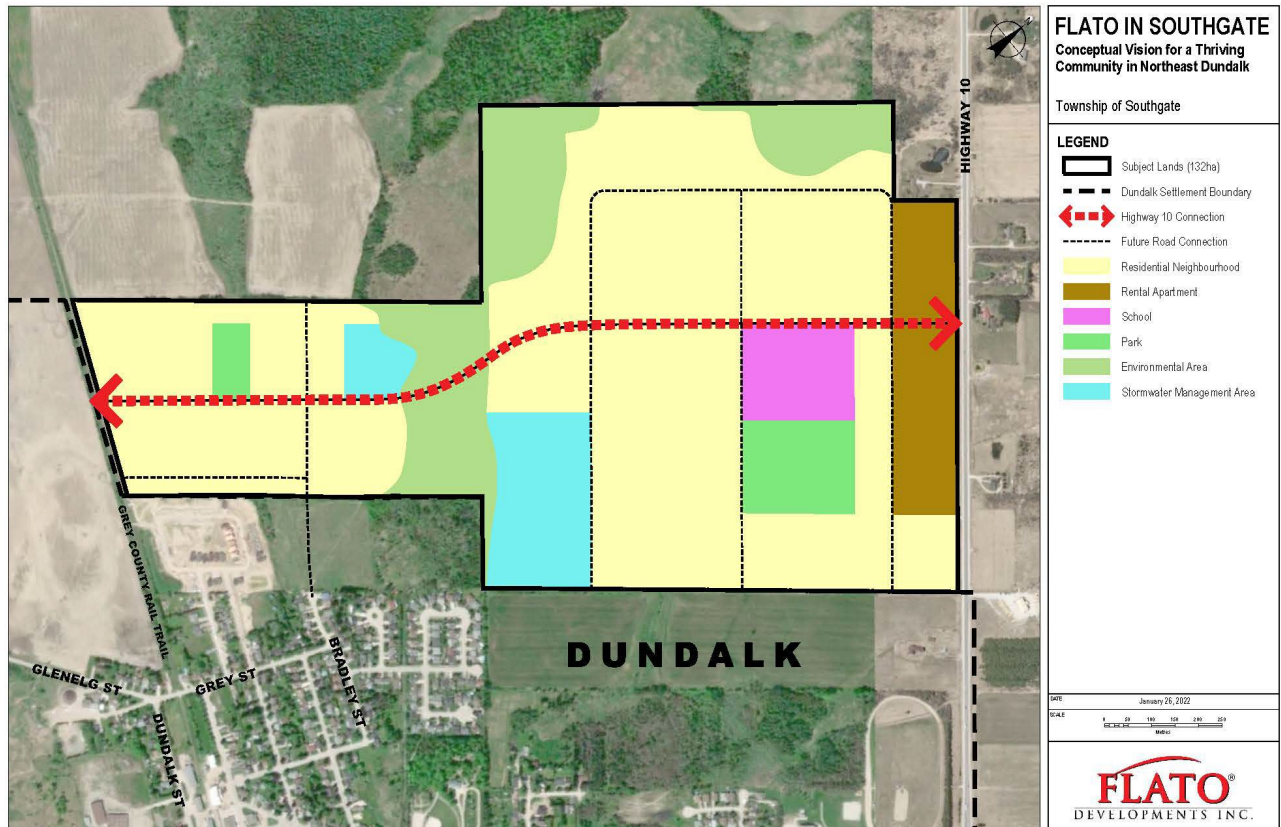
with municipal committees and hold public events with the community for each phase of project(s) design and review to support the following:

- i. Affordable and Rental Housing Projects reviewed by the Affordable-Attainable Housing Committee, Development Committee, Community and Council to provide a definition of affordable housing projects and by developing local affordable housing programs. A structure that would enable ~~require~~ government funding support, construction planning, ownership to manage rent controls through a housing management board.
 - ii. Highway Commercial development reviewed by EDO, Southgate staff Development Committee, Chamber of Commerce, Community and Council.
 - iii. Industrial development projects reviewed by EDO, Southgate staff Development Committee, Community and Council to ensure job creation and community fit.
9. That as part of the Development Agreement and the developer's Master Servicing Plan and Servicing Agreement the "Developer" shall be part of and participate in the upfronting of future Development Charges to support Municipal Capital Infrastructure Project(s) that cannot be funded by existing reserves or external funding from other sources to support capital asset infrastructure investments to support growth and prevent external financing through Township borrowing. **The Developer and their consultant shall pre-consult with Township's Engineers in relation to the future servicing strategy for the 3 projects.**
10. That the Development Agreement restate that all normal residential subdivision requirements shall still be required and completed as part of the post MZO approval being the following:
 - i. Draft Plan of Subdivision process and local municipal and County approval;
 - ii. Allocation of servicing by agreement and Council approval for water and wastewater by the municipality based on developer request and municipal availability of reserve capacity at the time of the request;
 - iii. Normal Residential Development studies and agreements as part of the subdivision approval process;
 - iv. Environmental Studies;
 - v. Conservation Authority Permitting and Hazard Land assessment ground truthing
 - vi. Archeological Studies;
 - vii. D Series Guidelines Studies if required;
 - viii. Planning Justification Reports;
 - ix. Traffic study if not already addressed as part of the Highway, County and Township road accesses;
 - x. Functional Servicing Studies;
 - xi. Lighting Study;
 - xii. Stormwater Management;
 - xiii. Hydro-Geological Studies,
 - xiv. Geotechnical Studies (for potential public institutional studies), if required
 - xv. Site Alteration and Pre-Servicing Agreements (if required);
 - xvi. Draft Plan Conditions and Approval
 - xvii. Subdivision Agreement Approval; and
 - xviii. Subdivision Agreement Registration.
11. That the Development Agreement restate that all normal commercial, ~~and~~ industrial, institutional and multi-residential complex development requirements shall still be required and completed as part of the post MZO approval being the following:
 - i. Site Plans;
 - ii. Site Plan Agreements;
 - iii. Council approval of Site Plan Agreements; and
 - iv. Registration on title of Site Plan Agreements for Commercial and Industrial Development projects.
12. **That the Developer agree to deal with and lead the process required for any MZO Amendment(s) and/or Revoke applications that may be required in the future to achieve the development goals of each project and to be compliant and consistent with our Grey County and Township of Southgate Official Plans.**

SCHEDULE "D"

DRAFT CONCEPT PLANS

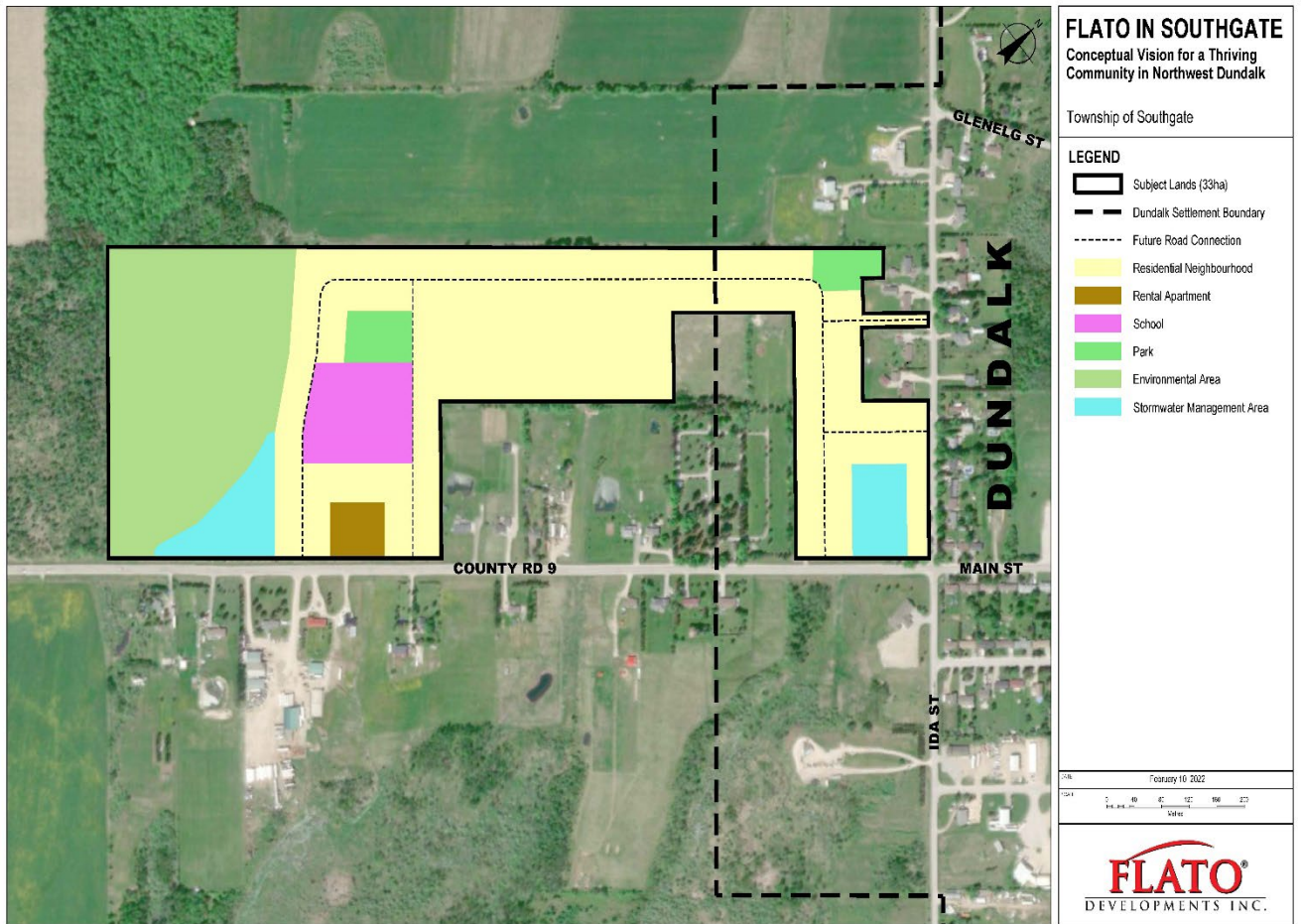
Dundalk Northeast



SCHEDULE "D"

DRAFT CONCEPT PLANS con't.

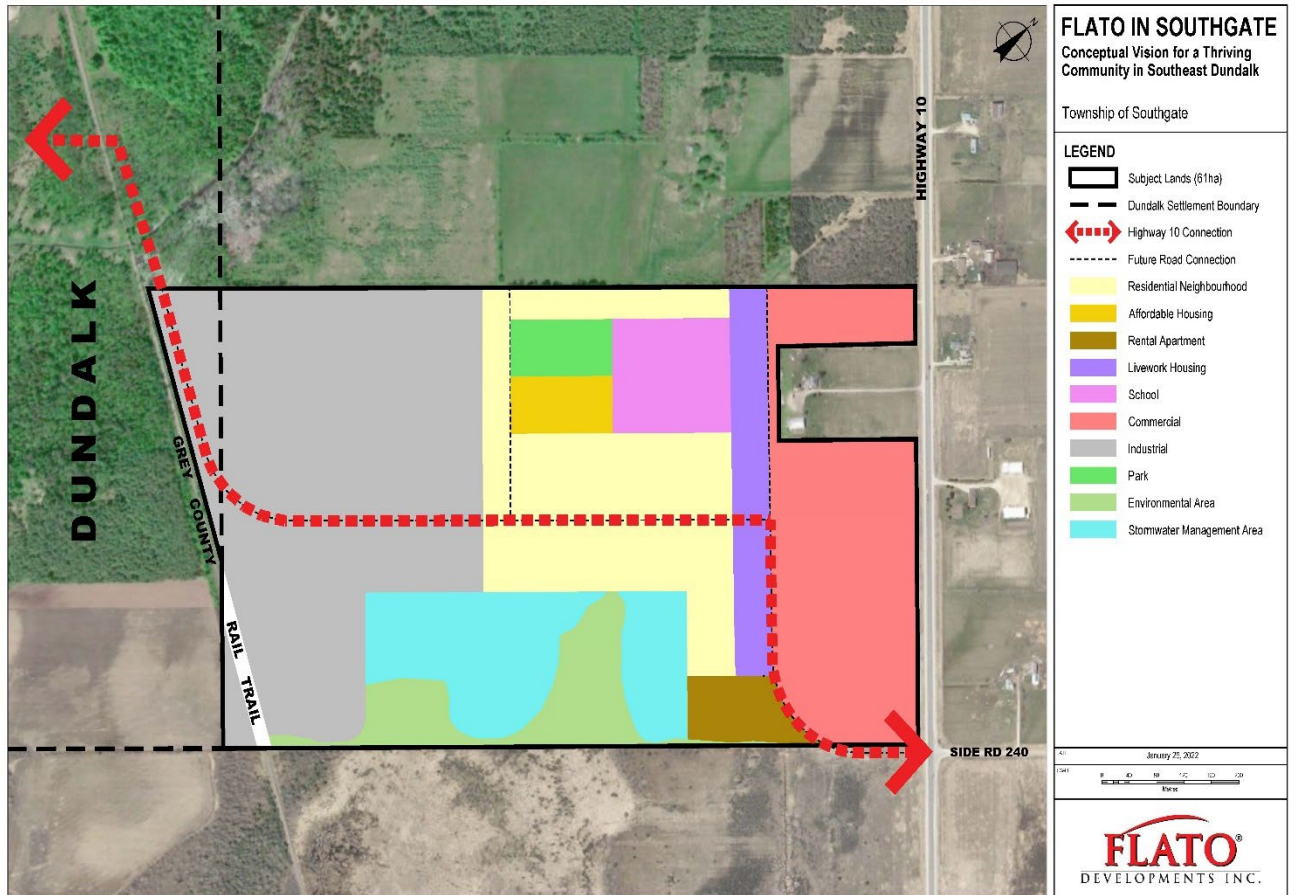
Dundalk Northwest



SCHEDULE "D"

DRAFT CONCEPT PLANS con't.

Dundalk Southeast

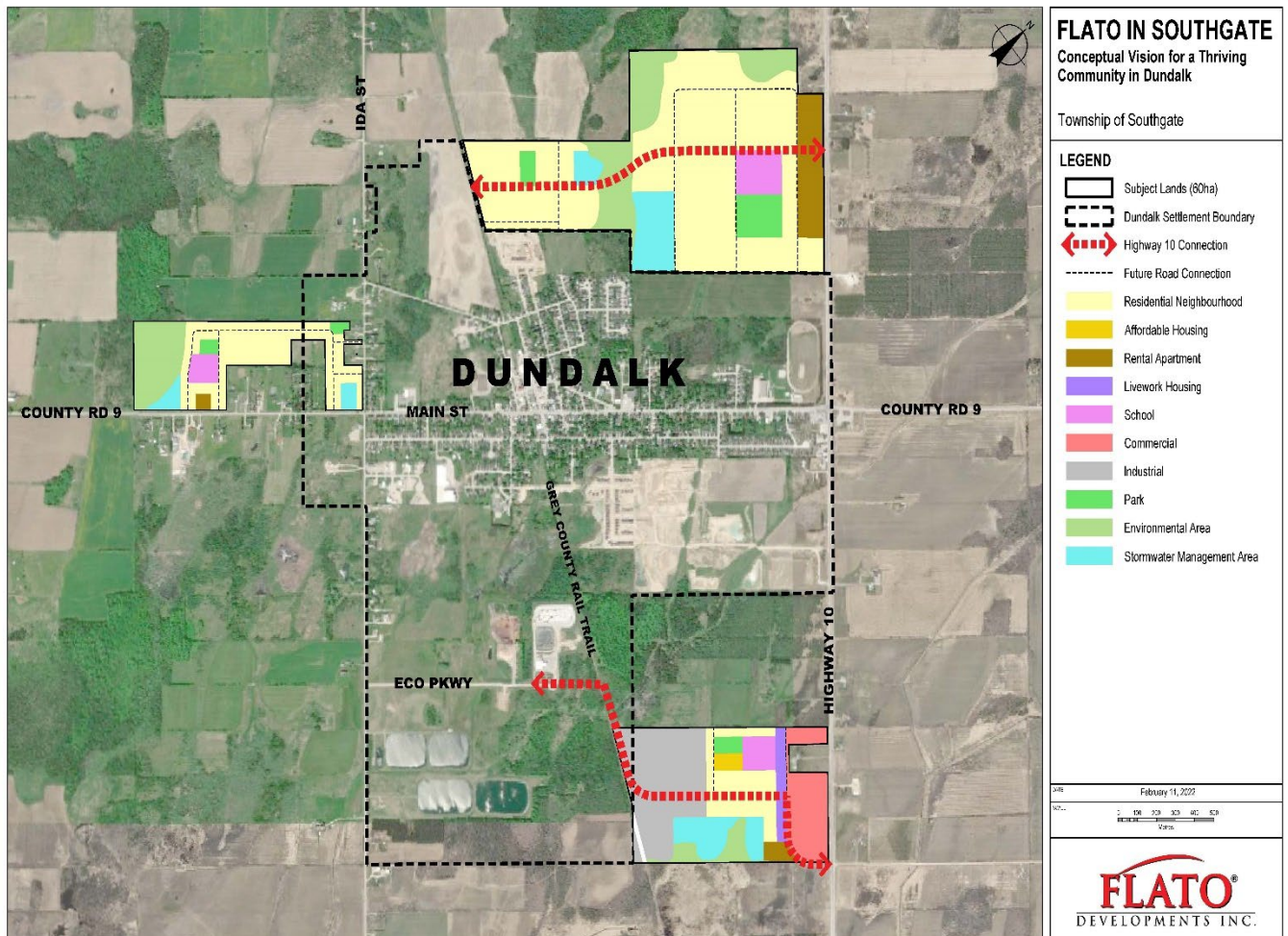


SCHEDULE "D"

CONCEPT SITE PLANS con't.

Site plan map showing all three projects:

- Flato Northeast
- Flato Northwest
- Flato Southeast



ONTARIO REGULATION XXX/22

made under the

PLANNING ACT

Made: February XX, 2022

Filed: February XX, 2022

Published on e-Laws: February XX, 2022

Printed in *The Ontario Gazette*: February XX, 2022

**ZONING ORDER – TOWNSHIP OF SOUTHGATE,
COUNTY OF GREY**

Definition

1. In this Order,

“Zoning By-law” means the Township of Southgate Zoning By-law 19-2002, as amended.

Application

2. This Order applies to lands in the Township of Southgate in the County of County of Grey, in the Province of Ontario, being the lands identified on a map numbered XX and filed at the Toronto office of the Ministry of Municipal Affairs and Housing located at 777 Bay Street; and

Permitted Uses

3. (1) Every use of land and every erection, location or use of any building or structure is prohibited on those lands identified on the map referred to in Section 2, except for:
 1. The uses identified in Section 8.1 of the Zoning By-law in the Residential Type 1 (R1) Zone in the area shown as “R7-X” on the map referred to in Section 2.
 2. The uses identified in Section 10.1 of the Zoning By-law in the Residential Type 3 (R3) Zone in the area shown as “R7-X” on the map referred to in Section 2.
 3. The uses identified in Section 11.1 of the Zoning By-law in the Residential Type 4 (R4) Zone in the area shown as “R7-X” on the map referred to in Section 2.
 4. The uses identified in Section 26.1 of the Zoning By-law in the Community Facility (CF) Zone in the area shown as “R7-X” on the map referred to in Section 2.
 5. The uses identified in Section 29.1 of the Zoning By-law in the Environmental Protection (EP) Zone in the area shown as “EP” on the map referred to in Section 2.

(2) Despite Subsection (1), the following uses are also permitted in the R7-X Zone shown on the map referred to in Section 2:

- (a) Parks.
- (b) Stormwater Management Ponds.
- (c) Walkways.

(3) Despite Subsection (1), the following uses are also permitted in all zones shown on the map referred to in Section 2:

- (a) Public uses.
- (b) Public infrastructure.
- (c) Pedestrian and Bicycle Trails.
- (d) A Road Connection to Provincial Highway 10.

Zoning Requirements

4. The zoning requirements set out in the Zoning By-law apply to the permitted uses on the lands on the map referred to in Section 2, with the following exceptions:

(1) For the uses set out in Section 8.1 of Zoning By-law, which apply to the lands in the Residential Type 7 Exception X (R7-X) Zone:

- i. The minimum required lot frontage shall be 9.75 metres.
- ii. The minimum required lot area shall be 300 square metres.
- iii. The maximum permitted lot coverage shall be 40 percent.
- iv. The minimum required front yard setback shall be 6 metres.
- v. The minimum required interior side yard setback shall be 1.2 metres on one side and 0.6 metres on the other side.
- vi. The minimum required exterior side yard setback shall be 4 metres.
- vii. The minimum required rear yard setback shall be 7.6 metres.
- viii. The maximum permitted height shall be 3 storeys.

(2) For the uses set out in Section 10.1 of the Zoning By-law, which apply to the lands in the Residential Type 7 Exception X (R7-X) Zone:

- i. The minimum required lot frontage for a Semi-Detached Dwelling Unit shall be 7.25 metres.
- ii. The minimum required lot area for a Semi-Detached Dwelling Unit shall be 225 square metres.
- iii. The maximum permitted lot coverage for a Semi-Detached Dwelling Unit shall be 40 percent.
- iv. The minimum required front yard setback for a Semi-Detached Dwelling Unit shall be 6 metres.
- v. The minimum required interior side yard setback for a Semi-Detached Dwelling Unit shall be 1.5 metres for the Units containing an end wall and 0 metres for the Units containing a common wall.
- vi. The minimum required exterior side yard setback for a Semi-Detached Dwelling Unit shall be 4 metres.
- vii. The minimum required rear yard setback for a Semi-Detached Dwelling Unit shall be 7.6 metres.

viii. The maximum permitted height for a Semi-Detached Dwelling Unit shall be 3 storeys.

(3) For the uses set out in Section 10.1 of the Zoning By-law, which apply to the lands in the Residential Type 7 Exception X (R7-X) Zone:

- i. The minimum required lot frontage for a Townhouse Dwelling Unit shall be 5.75 metres.
- ii. The minimum required lot area for a Townhouse Dwelling Unit shall be 180 square metres.
- iii. The maximum permitted lot coverage for a 2 storey or less Townhouse Dwelling Interior Unit shall be 50 percent, a 2 storey or less Townhouse Dwelling End Unit shall be 45 percent, and a 3 storey Townhouse Dwelling Unit shall be 40 percent.
- iv. The minimum required front yard setback for a Townhouse Dwelling Unit shall be 6 metres.
- v. The minimum required interior side yard setback for a Townhouse Dwelling Unit shall be 1.5 metres for the Units containing an end wall and 0 metres for the Units containing a common wall.
- vi. The minimum required exterior side yard setback for a Townhouse Dwelling Unit shall be 4 metres.
- vii. The minimum required rear yard setback for a Townhouse Dwelling Unit shall be 7.6 metres.
- viii. The maximum permitted height for a Townhouse Dwelling Unit shall be 3 storeys.
- ix. The minimum required play space for a Townhouse Dwelling Unit shall be nil.
- x. The minimum required amenity area for a Townhouse Dwelling Unit shall be nil.
- xi. The minimum required parking space requirement for a Townhouse Dwelling Unit shall be 2 spaces per dwelling unit.

(4) For the uses set out in Section 11.1 of the Zoning By-law, which apply to the lands in the Residential Type 7 Exception X (R7-X) Zone:

- i. The minimum required floor area per dwelling unit shall be 41 square metres for a Bachelor Unit.
- ii. The maximum permitted building height shall be 15 metres.
- iii. The maximum permitted density shall be 88 units per hectare.
- iv. The minimum required play space shall be nil.
- v. The minimum required parking space requirement, including visitor parking, shall be 1.5 spaces per dwelling unit.

Terms of use

5. (1) Every use of land and every erection, location or use of any building or structure shall be in accordance with this Order.

(2) Nothing in this Order prevents the use of any land, building or structure for any use prohibited by this Order if the land, building or structure is lawfully so used on the day this Order comes into force.

(3) Nothing in this Order prevents the reconstruction of any building or structure that is damaged or destroyed by causes beyond the control of the owner if the dimensions of the original building or structure are not increased or its original use altered.

(4) Nothing in this Order prevents the strengthening or restoration to a safe condition of any building or structure.

Commencement

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

Made by:

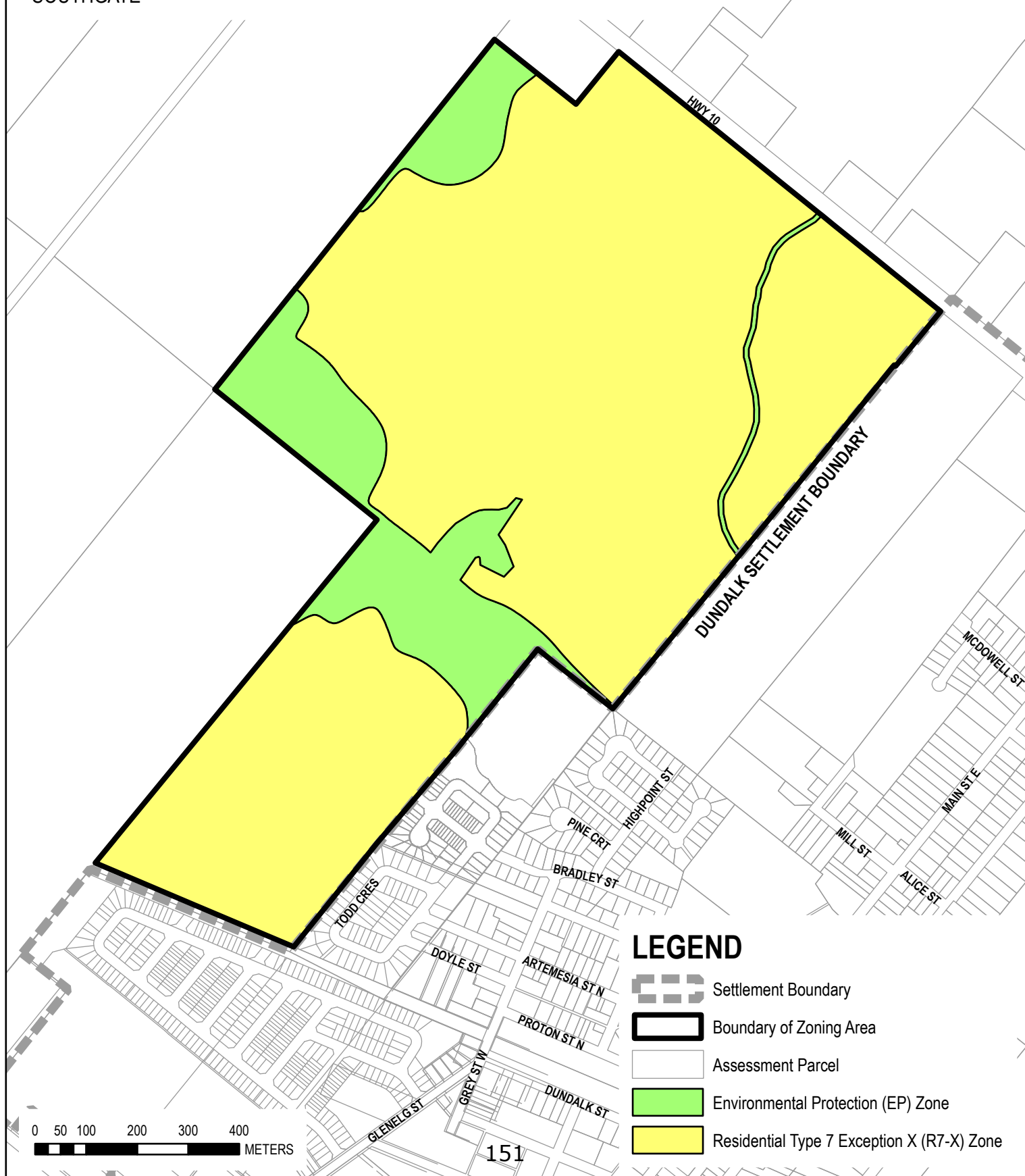
STEVE CLARK
Minister of Municipal Affairs and Housing

Date made: February XX, 2022

[Back to top](#)

DUNDALK NORTHEAST

LT 225 CON 1 SWTSR PROTON EXCEPT PT 19 R144;
AND PT LT 225-226 CON 2 SWTSR PROTON PT 1 16R7565;
AND PT LT 223-224 CON 1 SWTSR PROTON AS IN R416214; S/T GS141547;
AND PT LT 226-227 CON 1 SWTSR PROTON AS IN R509714;
SOUTHGATE



ONTARIO REGULATION XXX/22

made under the

PLANNING ACT

Made: February XX, 2022

Filed: February XX, 2022

Published on e-Laws: February XX, 2022

Printed in *The Ontario Gazette*: February XX, 2022

**ZONING ORDER – TOWNSHIP OF SOUTHGATE,
COUNTY OF GREY**

Definition

1. In this Order,

“Zoning By-law” means the Township of Southgate Zoning By-law 19-2002, as amended.

Application

2. This Order applies to lands in the Township of Southgate in the County of County of Grey, in the Province of Ontario, being the lands identified on a map numbered XX and filed at the Toronto office of the Ministry of Municipal Affairs and Housing located at 777 Bay Street.

Permitted Uses

3. (1) Every use of land and every erection, location or use of any building or structure is prohibited on those lands identified on the map referred to in Section 2, except for:
 1. The uses identified in Section 8.1 of the Zoning By-law in the Residential Type 1 (R1) Zone in the area shown as “R7-Y” on the map referred to in Section 2.
 2. The uses identified in Section 10.1 of the Zoning By-law in the Residential Type 3 (R3) Zone in the area shown as “R7-Y” on the map referred to in Section 2.
 3. The uses identified in Section 11.1 of the Zoning By-law in the Residential Type 4 (R4) Zone in the area shown as “R7-Y” on the map referred to in Section 2.
 4. The uses identified in Section 26.1 of the Zoning By-law in the Community Facility (CF) Zone in the area shown as “R7-Y” on the map referred to in Section 2.
 5. The uses identified in Section 29.1 of the Zoning By-law in the Environmental Protection (EP) Zone in the area shown as “EP” on the map referred to in Section 2.

(2) Despite Subsection (1), the following uses are also permitted in the R7-Y Zone shown on the map referred to in Section 2:

- (a) Parks.
- (b) Stormwater Management Ponds.
- (c) Walkways.

(3) Despite Subsection (1), the following uses are also permitted in all zones shown on the map referred to in Section 2:

- (a) Public uses.
- (b) Public infrastructure.
- (c) Pedestrian and Bicycle Trails.

Zoning Requirements

4. The zoning requirements set out in the Zoning By-law apply to the permitted uses on the lands on the map referred to in Section 2, with the following exceptions:

(1) For the uses set out in Section 8.1 of the Zoning By-law, which apply to the lands in the Residential Type 7 Exception Y (R7-Y) Zone:

- i. The minimum required lot frontage shall be 9.75 metres.
- ii. The minimum required lot area shall be 300 square metres.
- iii. The maximum permitted lot coverage shall be 40 percent.
- iv. The minimum required front yard setback shall be 6 metres.
- v. The minimum required interior side yard setback shall be 1.2 metres on one side and 0.6 metres on the other side.
- vi. The minimum required exterior side yard setback shall be 4 metres.
- vii. The minimum required rear yard setback shall be 7.6 metres.
- viii. The maximum permitted height shall be 3 storeys.

(2) For the uses set out in Section 10.1 of the Zoning By-law, which apply to the lands in the Residential Type 7 Exception Y (R7-Y) Zone:

- i. The minimum required lot frontage for a Semi-Detached Dwelling Unit shall be 7.25 metres.
- ii. The minimum required lot area for a Semi-Detached Dwelling Unit shall be 225 square metres.
- iii. The maximum permitted lot coverage for a Semi-Detached Dwelling Unit shall be 40 percent.
- iv. The minimum required front yard setback for a Semi-Detached Dwelling Unit shall be 6 metres.
- v. The minimum required interior side yard setback for a Semi-Detached Dwelling Unit shall be 1.5 metres for the Units containing an end wall and 0 metres for the Units containing a common wall.
- vi. The minimum required exterior side yard setback for a Semi-Detached Dwelling Unit shall be 4 metres.
- vii. The minimum required rear yard setback for a Semi-Detached Dwelling Unit shall be 7.6 metres.
- viii. The maximum permitted height for a Semi-Detached Dwelling Unit shall be 3 storeys.

(3) For the uses set out in Section 10.1 of the Zoning By-law, which apply to the lands in the Residential Type 7 Exception Y (R7-Y) Zone:

- i. The minimum required lot frontage for a Townhouse Dwelling Unit shall be 5.75 metres.
- ii. The minimum required lot area for a Townhouse Dwelling Unit shall be 180 square metres.
- iii. The maximum permitted lot coverage for a 2 storey or less Townhouse Dwelling Interior Unit shall be 50 percent, a 2 storey or less Townhouse Dwelling End Unit shall be 45 percent, and a 3 storey Townhouse Dwelling Unit shall be 40 percent.
- iv. The minimum required front yard setback for a Townhouse Dwelling Unit shall be 6 metres.
- v. The minimum required interior side yard setback for a Townhouse Dwelling Unit shall be 1.5 metres for the Units containing an end wall and 0 metres for the Units containing a common wall.
- vi. The minimum required exterior side yard setback for a Townhouse Dwelling Unit shall be 4 metres.
- vii. The minimum required rear yard setback for a Townhouse Dwelling Unit shall be 7.6 metres.
- viii. The maximum permitted height for a Townhouse Dwelling Unit shall be 3 storeys.
- ix. The minimum required play space for a Townhouse Dwelling Unit shall be nil.
- x. The minimum required amenity area for a Townhouse Dwelling Unit shall be nil.
- xi. The minimum required parking space requirement for a Townhouse Dwelling Unit shall be 2 spaces per dwelling unit.

(4) For the uses set out in Section 11.1 of the Zoning By-law, which apply to the lands in the Residential Type 7 Exception Y (R7-Y) Zone:

- ix. The minimum required floor area per dwelling unit shall be 41 square metres for a Bachelor Unit.
- x. The maximum permitted building height shall be 15 metres.
- xi. The maximum permitted density shall be 88 units per hectare.
- xii. The minimum required play space shall be nil.
- xiii. The minimum required parking space requirement, including visitor parking, shall be 1.5 spaces per dwelling unit.

Terms of use

5. (1) Every use of land and every erection, location or use of any building or structure shall be in accordance with this Order.

(2) Nothing in this Order prevents the use of any land, building or structure for any use prohibited by this Order if the land, building or structure is lawfully so used on the day this Order comes into force.

(3) Nothing in this Order prevents the reconstruction of any building or structure that is damaged or destroyed by causes beyond the control of the owner if the dimensions of the original building or structure are not increased or its original use altered.

(4) Nothing in this Order prevents the strengthening or restoration to a safe condition of any building or structure.

Commencement

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

Made by:

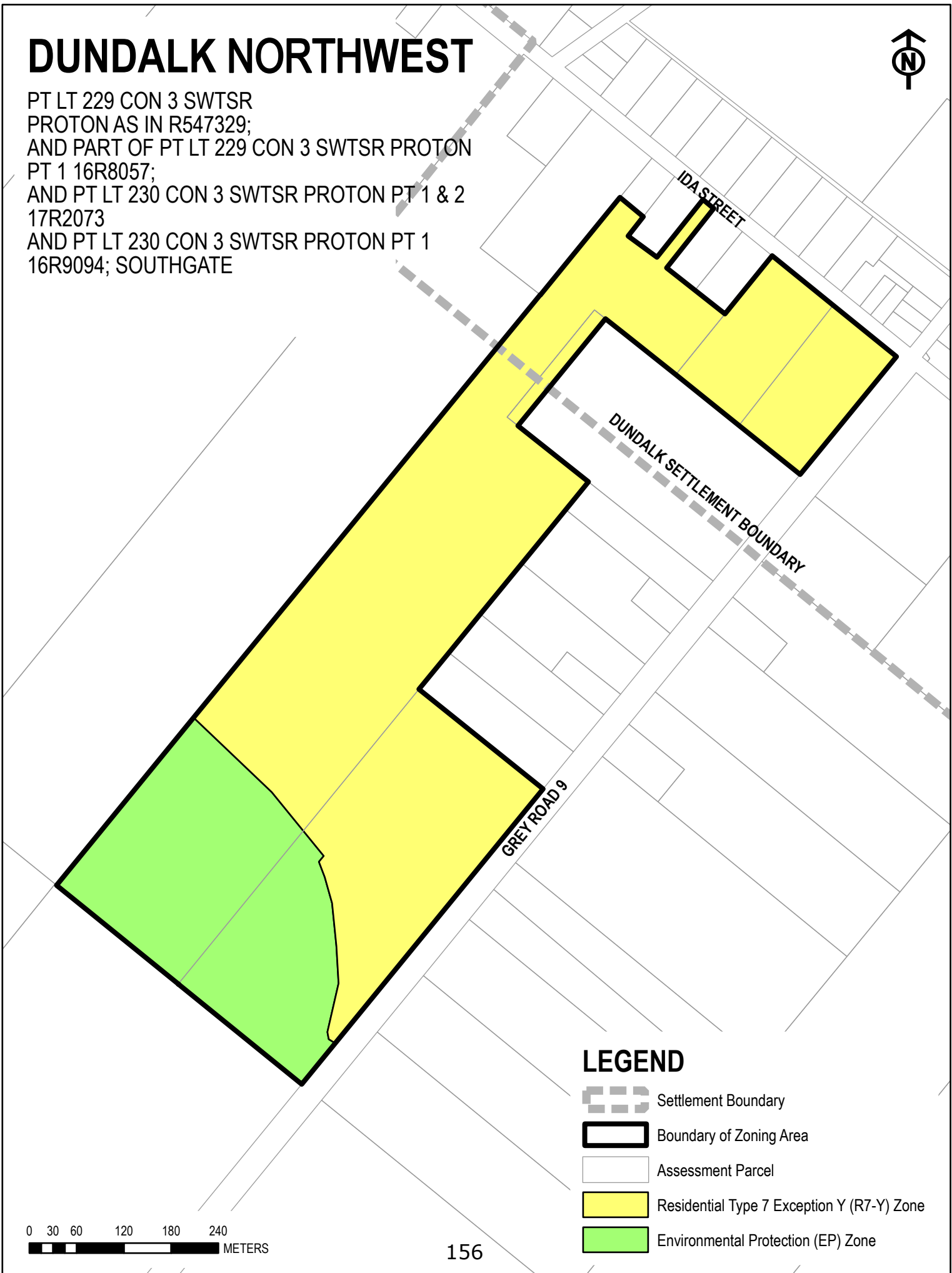
STEVE CLARK
Minister of Municipal Affairs and Housing

Date made: February XX, 2022

[Back to top](#)

DUNDALK NORTHWEST

PT LT 229 CON 3 SWTSR
PROTON AS IN R547329;
AND PART OF PT LT 229 CON 3 SWTSR PROTON
PT 1 16R8057;
AND PT LT 230 CON 3 SWTSR PROTON PT 1 & 2
17R2073
AND PT LT 230 CON 3 SWTSR PROTON PT 1
16R9094; SOUTHGATE



0 30 60 120 180 240
METERS

ONTARIO REGULATION XXX/22

made under the

PLANNING ACT

Made: February XX, 2022

Filed: February XX, 2022

Published on e-Laws: February XX, 2022

Printed in *The Ontario Gazette*: February XX, 2022

**ZONING ORDER – TOWNSHIP OF SOUTHGATE,
COUNTY OF GREY**

Definition

1. In this Order,

“Zoning By-law” means the Township of Southgate Zoning By-law 19-2002, as amended.

Application

2. This Order applies to lands in the Township of Southgate in the County of County of Grey, in the Province of Ontario, being the lands identified on a map numbered XX and filed at the Toronto office of the Ministry of Municipal Affairs and Housing located at 777 Bay Street.

Permitted Uses

3. (1) Every use of land and every erection, location or use of any building or structure is prohibited on those lands identified on the map referred to in Section 2, except for:
 1. The uses identified in Section 8.1 of the Zoning By-law in the Residential Type 1 (R1) Zone in the area shown as “R7-Z” on the map referred to in Section 2.
 2. The uses identified in Section 10.1 of the Zoning By-law in the Residential Type 3 (R3) Zone in the area shown as “R7-Z” on the map referred to in Section 2.
 3. The uses identified in Section 11.1 of the Zoning By-law in the Residential Type 4 (R4) Zone in the area shown as “R7-Z” on the map referred to in Section 2.
 4. The uses identified in Section 16.1 of the Zoning By-law in the General Commercial (C2) Zone in the area shown as “C8-Z” on the map referred to in Section 2.
 5. The uses identified in Section 22.1 of the Zoning By-law in the General Industrial (M1) Zone in the area shown as “M5-Z” on the map referred to in Section 2.
 6. The uses identified in Section 26.1 of the Zoning By-law in the Community Facility (CF) Zone in the area shown as “R7-Z”, “C8-Z” and “M5-Z” on the map referred to in Section 2.
 7. The uses identified in Section 29.1 of the Zoning By-law in the Environmental Protection (EP) Zone in the area shown as “EP” on the map referred to in Section 2.

(2) Despite Subsection (1), the following uses are also permitted in the R7-Z Zone shown on the map referred to in Section 2:

- (a) Back-to-Back Townhouse Dwellings.
- (b) Live-Work Townhouse Dwellings.
- (c) Lanes.

(3) Despite Subsection (1), the following uses are also permitted in the R7-Z, C8-Z and M5-Z Zones shown on the map referred to in Section 2:

- (a) Parks.
- (b) Stormwater Management Ponds.
- (c) Walkways.

(4) Despite Subsection (1), the following uses are also permitted in all zones shown on the map referred to in Section 2:

- (a) Public uses.
- (b) Public infrastructure.
- (c) Pedestrian and Bicycle Trails.
- (d) A Road Connection to Provincial Highway 10.

(5) Despite Subsection (1), a Back-to-Back Townhouse Dwelling shall be defined as:

A Residential Building other than a Triplex, Townhouse or Apartment Building, that is vertically divided, with each of the dwelling units having an independent entrance at grade, and each of which shares a common wall, including a side and rear wall, with adjoining dwelling units above grade.

(6) Despite Subsection (1), a Live-Work Townhouse Dwelling shall be defined as:

A Townhouse Dwelling where a Home Based Business use within the ground floor of the dwelling unit is permitted.

(7) Despite Subsection (1), a Home Based Business shall be defined as:

A Business, Professional or Administrative Office use, a Home Occupation use, or a Personal Service Shop use conducted for gain or profit in a dwelling unit by a resident of that dwelling unit which is clearly subordinate to the primary residential use of that unit, and which does not create a public nuisance or adverse affect on the abutting lands and/or surrounding community.

(8) Despite Subsection (1), the following uses are also permitted in the Special Commercial Exception Z (C8-Z) Zone:

- i. Clinic, Medical.
- ii. Clinic, Veterinary.
- iii. Drive-Through Facility.

- iv. Eating Establishment, Take Out.
- v. Fitness/Health Club.
- vi. Gas Bar.
- vii. Nursery and Garden Store.
- viii. Open Storage Area.
- ix. Open Display Area.
- x. Shopping Centre.
- xi. Supermarket.

(9) Despite Subsection (1), a Drive Through Facility shall be defined as:

An establishment that provides or dispenses products or services, through an attendant or an automated machine, to persons remaining in vehicles that are in designated stacking aisles. A Drive-Through Facility may be in combination with other uses, such as, but not limited to a Financial Institution/Bank, Personal Service Shop, Retail Store, Eating Establishment or Gas Bar.

(10) Despite Subsection (1), a Fitness/Health Club shall be defined as:

A building in which facilities and equipment are available for individuals to participate in physical fitness activities and shall include, but not be limited to, such activities as body building and exercise classes.

(11) Despite Subsection (1), a Nursery and Garden Store shall be defined as:

A retail store or business where trees, shrubs and plants are grown, stored and sold, together with soil, planting materials, fertilizers and similar gardening materials.

(12) Despite Subsection (1), a Supermarket shall be defined as:

A retail store for which no less than 50 percent of the gross floor area is used exclusively for the sale and storage of food.

Zoning Requirements

- 4.** The zoning set out in the Zoning By-law apply to the permitted uses on the lands on the map referred to in Section 2, with the following exceptions:

(1) For the uses set out in Section 8.1 of the Zoning By-law, which apply to the lands in the Residential Type 7 Exception Z (R7-Z) Zone:

- i. The minimum required lot frontage shall be 9.75 metres.
- ii. The minimum required lot area shall be 300 square metres.
- iii. The maximum permitted lot coverage shall be 40 percent.
- iv. The minimum required front yard setback shall be 6 metres.
- v. The minimum required interior side yard setback shall be 1.2 metres on one side and 0.6 metres on the other side.

- vi. The minimum required exterior side yard setback shall be 4 metres.
- vii. The minimum required rear yard setback shall be 7.6 metres.
- viii. The maximum permitted height shall be 3 storeys.

(2) For the uses set out in Section 3 (2) of this Order and Section 10.1 of the Zoning By-law, which apply to the lands in the Residential Type 7 Exception Z (R7-Z) Zone:

- i. The minimum required lot frontage for a Townhouse Dwelling Unit or Live-Work Townhouse Dwelling Unit shall be 5.75 metres.
- ii. The minimum required lot area for a Townhouse Dwelling Unit or Live-Work Townhouse Dwelling Unit shall be 180 square metres.
- iii. The maximum permitted lot coverage for a 2 storey or less Townhouse Dwelling Interior Unit or Live-Work Townhouse Interior Dwelling Unit shall be 50 percent, a 2 storey or less Townhouse Dwelling End Unit or Live-Work Townhouse Dwelling Unit shall be 45 percent, and a 3 storey Townhouse Dwelling Unit or Live-Work Townhouse Dwelling Unit shall be 40 percent.
- iv. The minimum required front yard setback for a Townhouse Dwelling Unit or Live-Work Townhouse Dwelling Unit shall be 6 metres.
- v. The minimum required interior side yard setback for a Townhouse Dwelling Unit or Live-Work Townhouse Dwelling Unit shall be 1.5 metres for the Units containing an end wall and 0 metres for the Units containing a common wall.
- vi. The minimum required exterior side yard setback for a Townhouse Dwelling Unit or Live-Work Townhouse Dwelling Unit shall be 4 metres.
- vii. The minimum required rear yard setback for a Townhouse Dwelling Unit or Live-Work Townhouse Dwelling Unit shall be 7.6 metres.
- viii. The maximum permitted height for a Townhouse Dwelling Unit or Live-Work Townhouse Dwelling Unit shall be 3 storeys.
- ix. The minimum required play space for a Townhouse Dwelling Unit or Live-Work Townhouse Dwelling Unit shall be nil.
- x. The minimum required amenity area for a Townhouse Dwelling Unit or Live-Work Townhouse Dwelling Unit shall be nil.
- xi. The minimum required parking space requirement for a Townhouse Dwelling Unit or Live-Work Townhouse Dwelling Unit shall be 2 spaces per dwelling unit.

(3) For the uses set out in Section 3 (2) of this Order, which apply to the lands in the Residential Type 7 Exception Z (R7-Z) Zone:

- i. The minimum required lot frontage for a Back-to-Back Townhouse Dwelling Unit shall be 6.4 metres.
- ii. The minimum required lot area for a Back-to-Back Townhouse Dwelling Unit shall be 100 square metres.
- iii. The maximum permitted lot coverage for a Back-to-Back Townhouse Dwelling shall be 65 percent.

- iv. The minimum required front yard setback for a Back-to-Back Townhouse Dwelling Unit shall be 6 metres.
- v. The minimum required interior side yard setback for a Back-to-Back Townhouse Dwelling Unit shall be 1.5 metres for the Units containing an end wall and 0 metres for the Units containing a common wall.
- vi. The minimum required exterior side yard setback for a Back-to-Back Townhouse Dwelling Unit shall be 4 metres.
- vii. The minimum required rear yard setback for a Back-to-Back Townhouse Dwelling Unit shall be 0 metres.
- viii. The maximum permitted height for a Back-to-Back Townhouse Dwelling Unit shall be 3 storeys.
- ix. The minimum required play space for a Back-to-Back Townhouse Dwelling Unit shall be nil.
- x. The minimum required amenity area for a Back-to-Back Townhouse Dwelling Unit shall be nil.
- xi. The minimum required parking space requirement for a Back-to-Back Townhouse Dwelling Unit shall be 2 spaces per dwelling unit.

(4) For the uses set out in Section 11.1 of the Zoning By-law, which apply to the lands in the Residential Type 7 Exception Z (R7-Z) Zone:

- i. The minimum required floor area per dwelling unit shall be 41 square metres for a Bachelor Unit.
- ii. The maximum permitted building height shall be 15 metres.
- iii. The maximum permitted density shall be 88 units per hectare.
- iv. The minimum required play space shall be nil.
- v. The minimum required parking space requirement, including visitor parking, shall be 1.5 spaces per dwelling unit.

Terms of use

- 5. (1)** Every use of land and every erection, location or use of any building or structure shall be in accordance with this Order.
- (2)** Nothing in this Order prevents the use of any land, building or structure for any use prohibited by this Order if the land, building or structure is lawfully so used on the day this Order comes into force.
- (3)** Nothing in this Order prevents the reconstruction of any building or structure that is damaged or destroyed by causes beyond the control of the owner if the dimensions of the original building or structure are not increased or its original use altered.
- (4)** Nothing in this Order prevents the strengthening or restoration to a safe condition of any building or structure.

Commencement

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

Made by:

STEVE CLARK
Minister of Municipal Affairs and Housing

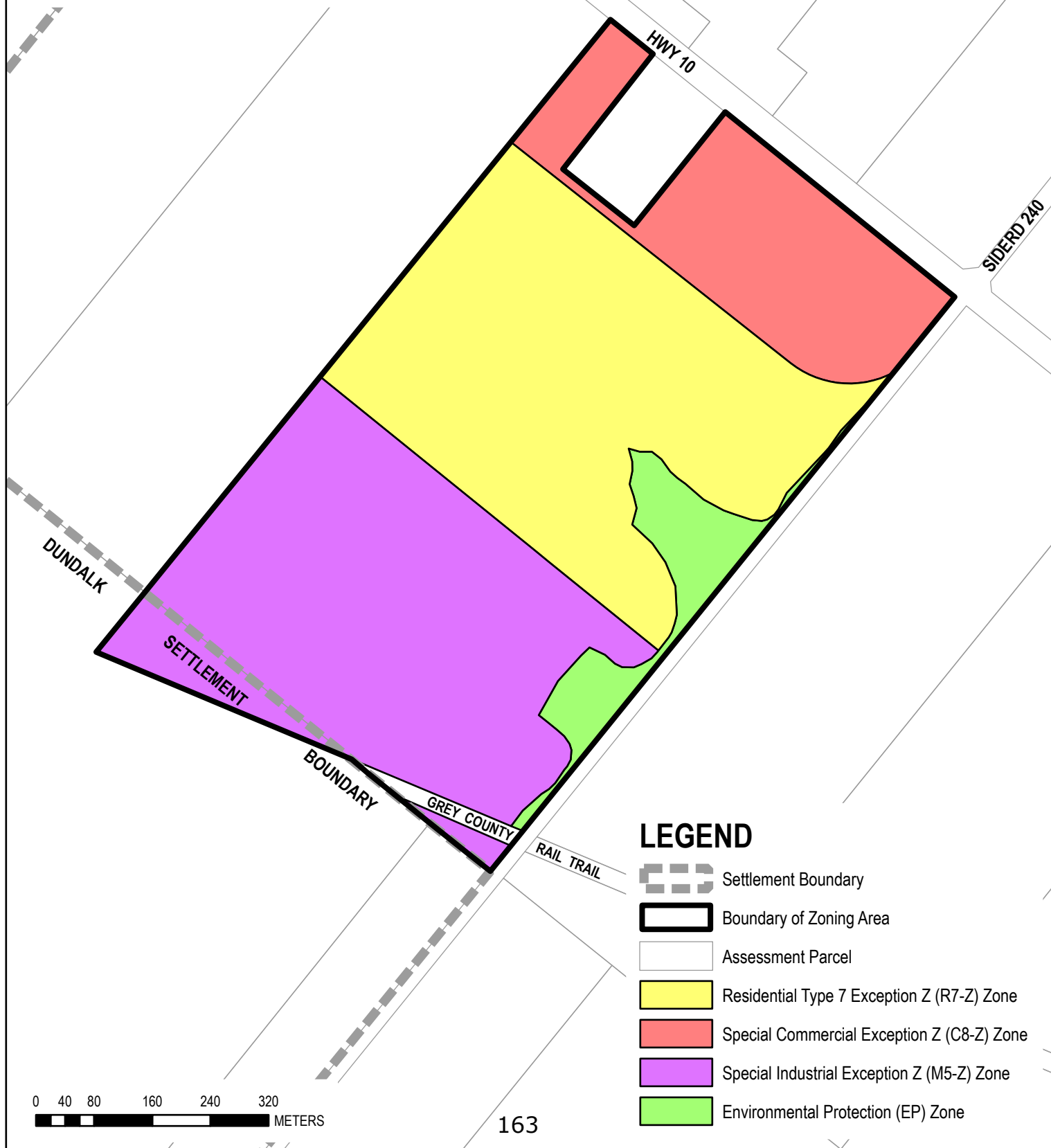
Date made: February XX, 2022

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DRAFT

DUNDALK SOUTHEAST

PT LT 238-240 CON 1 SWTSR PROTON;
PT LT 238 CON 2 SWTSR PROTON AS IN
GS61405 EXCEPT PT 1-2 16R6077, GS76867,
R492286 & LYING NE OF R492286; AND
LT 239 CON 2 SWTSR PROTON NE
OF R492286 SOUTHGATE



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



Phone: (519) 923-2110
Toll Free: (888) 560-6607
Fax: (519) 923-9262
email: jwoodbury@southgate.ca
Web: www.southgate.ca

February 10, 2022

Minister of Municipal Affairs & Housing
Minister Steve Clark
777 Bay Street, 17th Floor
Toronto, ON
M5G 2E5

Dear Minister Steve Clark,

I am writing to you to seek your assistance as part of the Flato Development Inc.'s Ministry Zoning Order Requests that the Township of Southgate is supportive of. By working with Flato Developments on the MZO requests, we would be supporting the planned residential, commercial, and industrial development growth in the Township of Southgate.

The Village of Dundalk is a growing community in our Township that is seeing significant managed residential housing averaging 200 residential units per year. This is planned development, supported by timely investments in municipal servicing and a 10-year capital plan of projects to support this growth. We now have commercial and industrial growth increasing substantially with accelerated interest lagging 3 years behind to support the increased residential development. Our MZO request is requesting residential, commercial and employment land zoning in balance to support the community needs. We are making it a priority for these residential developments as they will provide affordable rental housing stock and attainable residential units priced for sale with back-to-back condo units. Developers will be working with our Affordable Attainable Housing Committee to achieve success and serve the needs of our community for living space for those in need of subsidized residential accommodations.

One of the challenges with the Village of Dundalk is the entire settlement area sits on the west side of Hwy #10 with only one access onto Hwy #10 at Main Street. The intersection has access challenges and risk in times of emergencies as the next available access is 4 km to the north or south of Dundalk. An additional access to/from Hwy 10 is planned to the south of Main Street as part of the Flato East subdivision when it is built out. We are

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



Phone: (519) 923-2110
Toll Free: (888) 560-6607
Fax: (519) 923-9262
email: jwoodbury@southgate.ca
Web: www.southgate.ca

requesting your assistance and support of additional MTO roadway access points onto Hwy #10 from the proposed Dundalk Northeast development project, about 1 kilometer north of Main Street, and another access point 2 kilometers from the proposed Dundalk Southeast development project. The Southeast access will be to accommodate a truck by-pass route and direct access to our new Eco Industrial Park development as a commercial service roadway.

Thank you for your past support of our community and we look forward to working through this MZO process to support our development and process to reduce red tape and support our community growth.

Sincerely,

Township of Southgate



John Woodbury - Mayor

The Corporation of the Township of Southgate

By-law Number 2022-020

being a by-law to authorize a development agreement between
Flato Developments Inc. and the Corporation of the Township of Southgate

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

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

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

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

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

1. **That** the development agreement between Flato Developments Inc. and the Corporation of the Township of Southgate attached hereto as Schedule A, is hereby ratified, and confirmed; and
2. **That** the Mayor and the Clerk are authorized and directed to sign the agreement, in substantially the same form as the agreement attached hereto as Schedule "A", on behalf of the Council of the Corporation of the Township of Southgate and all other documents as may be necessary to give effect thereto; and
3. **That** this by-law shall come into force and effect upon the final passing hereof.

Read a first, second, and third time and finally passed this 16th day of February, 2022.

John Woodbury – Mayor

Lindsey Green – Clerk

SOUTHGATE MINISTRY ZONING ORDER DEVELOPMENT AGREEMENT

This Agreement is made on the 16th day of February, 2022.

B E T W E E N:

THE TOWNSHIP OF SOUTHGATE

("Township")

-and-

FLATO DEVELOPMENTS INC.

("Developer")

Together hereinafter referred to as the "Parties"

RECITALS:

- A. The Developer and the Township is responsible for the development of lands legally they own described as outlined in **Schedule "A"** and located in Dundalk Northeast, Northwest and Southeast, in the Township of Southgate (the "Lands"). The Lands are partially located within the Dundalk settlement area.
- B. On January 17, 2022, the Developer requested a Minister's Zoning Order ("MZO") to facilitate and provide increased housing stock of a variety of forms in order to address the current Provincial housing crisis, providing aging in place opportunities, providing local employment opportunities, increasing the local rental housing supply, and providing for more affordable housing options.
- C. The Concept Plan attached as **Schedule "D"** demonstrates that the MZO would provide a variety of homes including single detached, semi-detached, various forms of townhomes, apartments, commercial, industrial and associated community uses, the protection and restoration of significant environmental features.
- D. On February 2nd, 2022 Council for the Township of Southgate considered Staff Report CAO2022-003 titled Southgate-Flato Municipal Zoning Order Report, and voted in favour of supporting the MZO request.
- E. The Township requires the Developer to enter into this Agreement to address certain matters and requirements with respect to the Lands following the issuance of the MZO by the Province of Ontario. The proposed developments shall be subject to the condition of this agreement, following the Township's approval of the MZO municipal support resolution and the Southgate Municipal Zoning Order Development Agreement approval by the Municipal By-law at the February 16, 2022 Council meeting.

IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the Parties covenant and agree as follows:

ARTICLE I

RECITALS AND SCHEDULES

The Parties agree that the recitals hereinbefore set out are true in substance and fact ,and form an integral part of this Agreement.

The Parties agree that the following schedules are attached and form part of this Agreement:

Schedule "A" – Legal Descriptions

Schedule "B" - Southgate Conditions To Be Part Of The Minister's Zoning Order (MZO)

Schedule "C" - Development Agreement Conditions Following The Minister's Zoning Order

Schedule “D” – Draft Concept Plans

ARTICLE II

NATURE OF AGREEMENT

Purpose of Agreement: The purpose of this Agreement is to give effect to requirements of the Township in relation to the MZO.

1. **Obligations of Developer:** The Developer covenants to be bound by and to observe, perform and comply with the provisions, obligations and covenants contained in the Agreement.
2. **Termination of the Development Agreement:** This Agreement shall terminate in any of the following circumstances:
 - (a) The Province does not approve the MZO;
 - (b) On any date mutually agreed upon by the Parties in writing; or
 - (c) At the option of the Township where:
 - (i) the Developer is in default of any of its obligations or covenants under this Agreement;
 - (ii) the Township has delivered a written notice to the Developer describing the nature of the default; and
 - (iii) the Developer fails to remedy the default within sixty (60) days.
 - (d) If this Development Agreement is terminated the Township may seek a request to the Ministry to revoke the MZO if required.

ARTICLE III

GENERAL

3. **Notice:** Any notice, demand or request provided for or permitted to be given pursuant to this Agreement shall be sufficiently made if delivered either personally, by prepaid registered mail or by facsimile transmission from one party to another addressed as follows:

- (a) In the case of notice to the Township:

THE TOWNSHIP OF SOUTHGATE

185667 Grey Rd 9, Dundalk, ON N0C 1B0

Attention: Clerk

Email: info@southgate.ca

with a copy to its solicitors:

STUTZ BROWN SELF PROFESSIONAL CORPORATION

269 Broadway

Orangeville, ON L9W 1K8

Attention: Stephen Christie

Email: schristie@sbslaw.ca

- (b) In the case of notice to the Developer:

FLATO DEVELOPMENTS INC.

3621 Highway 7 East, Suite 503, Markham, ON L3R 0G6

Attention: Shakir Rehmatullah

Email: shakir@flatogroup.com

with a copy to its solicitors:

DENTONS CANADA LLP

Address: 77 King Street West, Suite 400, Toronto, ON M5K 0A1

Attention: Katarzyna Sliwa

Email: kat.sliwa@dentons.com

Such notice is deemed to have been received, if by personal delivery on the date of delivery, and if by Email transmission on the date of delivery with electronic confirmation of receipt obtained if received before 4:30 pm on a business day and if thereafter then on the next business day. If notice is given by mail, it is deemed to be received five (5) business days after it was mailed, or upon proof of delivery by return receipt; however in the event of the interruption of postal services, the notice shall not be deemed to have been given during such period of interruption unless the notice has been actually received.

4. **Applicable Laws:** Nothing in this Agreement shall relieve the Developer from compliance with all applicable federal, provincial or municipal statutes, regulations, compliance with Section 24 of the Planning Act, by-laws, County & Township Official Plans, orders, ordinances, rules, policies or resolutions.
5. **Developer's Expense:** Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words "at the cost and expense of the Developer" and "to the Township's satisfaction" unless specifically stated otherwise.
6. **Extensions of Time:** Time is of the essence in this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both Parties, but no such extension of time will operate as an extension of any other time limit, time will remain of the essence in this Agreement, and any such extension shall not act as a waiver of the obligations of the Developer or of the Township's rights and remedies.
7. **Interpretation:** References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto. The use of words in the singular or plural, or with a particular gender, will not limit the scope or exclude the application of any provision of this Agreement to such party or circumstances as the context otherwise permits. The headings inserted in this Agreement are inserted for convenience only and are not to be used as a means of interpreting this Agreement.
8. **Invalidity:** The Developer will not call into question, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the Township's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the Parties are entitled to all remedies arising from it. The Developer shall not take the benefit of this Agreement and allege entitlement to any greater rights than as set out in this Agreement. The provisions of this paragraph may be pleaded, by either party, in any action or proceeding as an estoppel of any denial of such right. If any of the provisions contained in this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby.
9. **Binding on Successors:** All obligations contained in this Agreement, although not expressed to be covenants, are deemed to be covenants. This Agreement and the covenants contained in this Agreement are intended and shall be deemed to enure to the benefit of and be binding upon the respective successors and assigns of each of the Parties hereto and all subsequent owners of the Lands.
10. **No Fettering of Discretion:** The Agreement shall not fetter in any way the discretion or authority of Township Council, Grey County Staff, the Township's Planner and Chief Building Official or other Township staff in regard to any further applications with respect to Lands, including applications for site plan approval, building permits, subdivision or condominium approval.
11. **No Joint Venture:** Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said Parties liable for the debts and obligations of the other.
12. **Solicitor's Responsibilities:** The Developer shall, at the request of the Township Solicitor, provide the Township with a notification of Title from the Developer's solicitor, confirming the ownership of the Lands and that this Agreement shall have the priority over any mortgage, charge, encumbrances or other interest affecting the Lands.

Flato Developments Inc. (the "Developer") being a corporation in good standing under the laws of Ontario and will be the registered owner in fee simple absolute and have a good and marketable title to the land described in Schedule "A". This Southgate Ministry Zoning Order Development Agreement shall be duly and fully executed by the Developer and the Township to include the full name and addresses of all registered owner(s) of the Lands as described in Schedule "A" to this Agreement

The Southgate Ministry Zoning Order Development Agreement that contains a registerable and complete legal description of the Lands shall be registered on the property titles following the Minister's Zoning Order approval as condition of the Agreement.

The Developer's Solicitor shall certify to the Township that there are no writs of execution or liens filed with the Sheriff of the Judicial District and/or the Land Registry Office against the Owner or any prior registered owner(s) on title to the Lands at the time the Agreement is to be registered. Further that all covenants, obligations, agreements, conditions and undertakings contained in the Agreement on the part of the Developer run with the Lands and are binding upon the Owner, its successors and assigns and subsequent owners of the Lands all in accordance with Section 41(10) of the *Planning Act*, as amended.

13. **Schedules:** The Schedules A, B, C and D attached hereto form part of this Agreement and have the same force and effect as if the information on them were contained in the body of this Agreement. These conditions are explicitly referenced within this Development agreement and shall be completed by the Developer prior to Subdivision Agreement Approval or a release of requirement by the Township if a condition(s) is not required.

14. **Counterparts:** This Agreement may be executed in counterparts.

IN WITNESS WHEREOF the Parties have duly executed this Agreement.

THE TOWNSHIP OF SOUTHGATE

Name: _____
John Woodbury
Title: Mayor

Name: _____
Lindsey Green
Title: Clerk

We have authority to bind the Corporation.

FLATO DEVELOPMENTS INC.

Per: _____
Name: Shakir Rehmatullah
Title: President

I have authority to bind the Corporation.

SCHEDULE "A"

Legal Descriptions of the Properties

Dundalk Northeast

PT LT 226-227 CON 1 SWTSR PROTON as in R509714;
LT 225 CON 1 SWTSR PROTON Except PT 19R144;
PT LT 225-226 CON 2 SWTSR PROTON PT 1 16R7565;
PT LT 223-224 CON 1 SWTSR PROTON as in R416214, S/T GS141547;
SOUTHGATE

Dundalk Northwest

PT LT 229 CON 3 SWTSR PROTON AS IN R547329;
AND PART OF PT LT 229 CON 3 SWTSR PROTON PT 1 16R8057;
AND PT LT 230 CON 3 SWTSR PROTON PT 1 & 2 17R2073
AND PT LT 230 CON 3 SWTSR PROTON PT 1 16R9094;
SOUTHGATE

Dundalk Southeast

PT LT 238-240 CON 1 SWTSR PROTON; PT LT 238 CON 2 SWTSR PROTON AS IN GS61405 EXCEPT PT 1-2 16R6077, GS76867,
R492286 & LYING NE OF R492286; AND LT 239 CON 2 SWTSR PROTON NE OF R492286
SOUTHGATE

SCHEDULE “B”

SOUTHGATE CONDITIONS TO BE PART OF THE MINISTER’S ZONING ORDER (MZO)

1. That the MZO include Flexible Zoning to adjust the development mix of commercial, industrial and residential mixed uses to allow decisions by the “Township” to allocate property for the purpose of Public Service Permitted Facility Uses for the locating future public school, providing utility servicing, recreation facilities, park lands and walking trails for community uses.
2. That the MZO require and establish the mixed residential housing development needed, to include affordable and attainable and mix use intensification housing options, including rental housing stock.
3. That the MZO establish Permitted Uses.
4. That the MZO establish Zoning requirements in each of the commercial, industrial, public institutional and residential areas.

SCHEDULE "C"

DEVELOPMENT AGREEMENT CONDITIONS FOLLOWING THE MINISTER'S ZONING ORDER

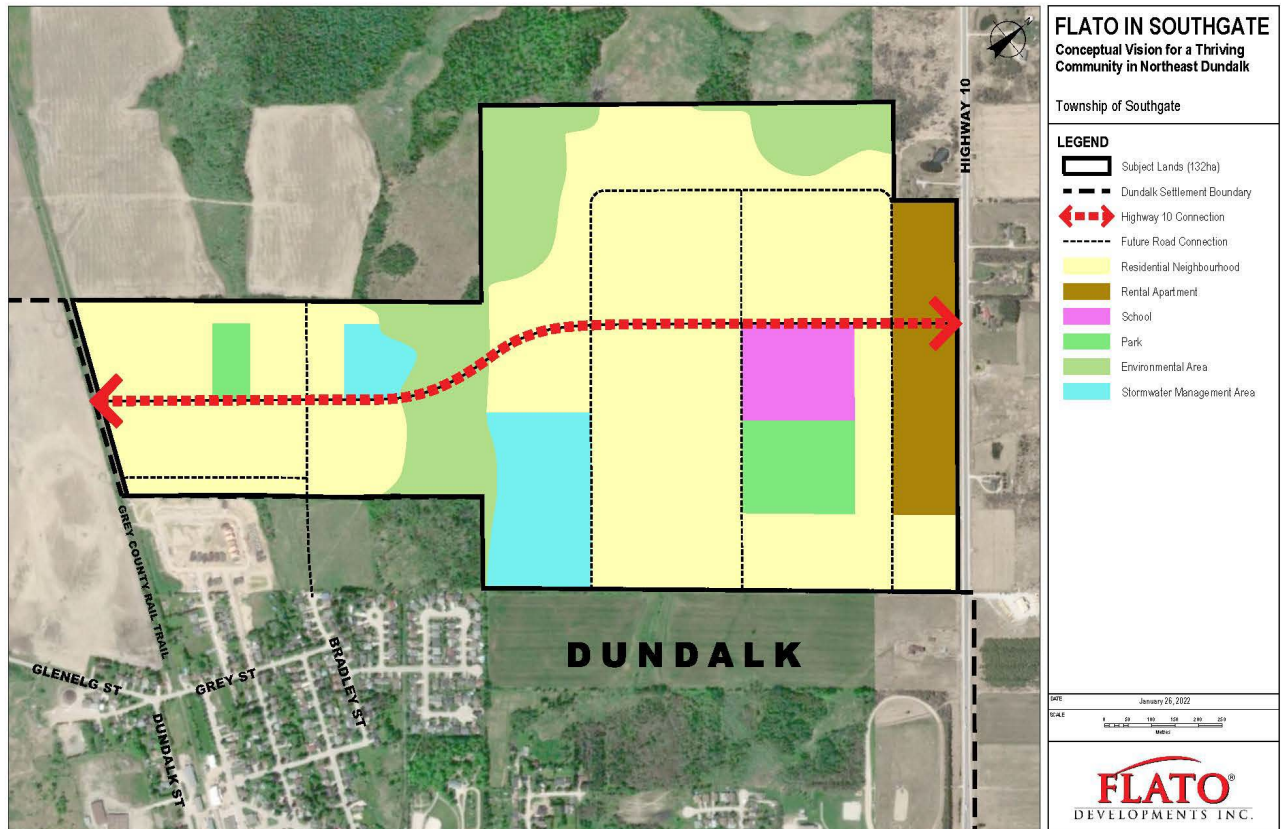
1. That the Developer execute this Southgate MZO Development Agreement with the Township.
2. That a letter from Southgate's Mayor John Woodbury be sent and included with the Township's MZO support submission to the Minister of Municipal Affairs and that the road access request is forwarded to the Ministry of Transportation to permit a roadway traffic accesses onto Provincial Highway #10 from the Dundalk Northeast property and the Dundalk Southeast property (see Schedule "D" Concept Plans) as part of the Ministry request.
3. That all roadway accesses created by this Minister Zoning Order from Flato Developments to Provincial Highway #10, as well as Grey County and Township road accesses come with conditions with costs for road widening and traffic controls will be the responsibility of the "Developer".
4. That the Developer is required as part of this Development Agreement to have the projects reviewed by and acquire Conservation Authority Approval/Permitting and the Sources Water Protection Official review to ensure protection and security of the present Community's Wellhead Protection Zones are protected and future sites are considered.
5. That this Development Agreement includes, as part of the MZO process, site criteria for a new replacement and future school sites.
6. That the Development Agreement would include planning processes and development conditions that shall be required to be completed by the Developer after the approval of the MZO as follows:
 - i. That the Developer will undertake applications with the County and the Township Planning Departments to place the lands identified into the urban development boundary settlement area of Dundalk if required;
 - ii. Amendment of the County Official Plans if required that reflect County OP policies related to minimum density provisions, mixed-use housing, natural heritage policies, natural hazard policies, etc. will be undertaken immediately following MZO approval;
 - iii. Amendment of the Southgate Official Plans if required will be undertaken immediately following MZO approval;
 - iv. Address Official Plan & By-law issues related to compliance with Section 24 of the Planning Act, as required;
 - v. The Developer and Township initiate an application to amend the Official Plan pursuant to Section 26 of the Planning Act, if appropriate, and as part of the provincial plan conformity exercise to redesignate the lands in accordance with the MZO;
 - vi. That the Developer and the Township request that the County, similarly to section 6 (v), initiate an application to amend the Official Plan pursuant to Section 26 of the Planning Act, if appropriate, and as part of the provincial plan conformity exercise to redesignate the lands in accordance with the MZO;
 - vii. First Nations and Indigenous consultation;
 - viii. Complete a Master Servicing Plan and a Servicing Agreement with the Township for each of the 3 projects with details on the required servicing infrastructure (existing or planned) that will be needed to support the proposed developments;
 - ix. Traffic Impact Transportation Study for each of the 3 project areas related to Provincial, County and Municipal roadways; and
 - x. That development of the 3 project areas proceed utilizing a plan of subdivision process including the submission requirements prescribed by the County of Grey and Township.
7. A condition of this Development Agreement is prior to MZO approval and being executed by Council is a pre-consultation meeting be held with the community, as a developer lead Public Meeting provided by the "Owner" to educate and inform what a Minister's Zoning Order is and is not.
8. A condition of this Development Agreement is that time saved on shortening the zoning process shall be refocused by the developer working with the Township to support project planning and development work through public consulting meetings,

with municipal committees and hold public events with the community for each phase of project(s) design and review to support the following:

- i. Affordable and Rental Housing Projects reviewed by the Affordable-Attainable Housing Committee, Development Committee, Community and Council to provide a definition of affordable housing projects and by developing local affordable housing programs. A structure that would enable ~~require~~ government funding support, construction planning, ownership to manage rent controls through a housing management board.
 - ii. Highway Commercial development reviewed by EDO, Southgate staff Development Committee, Chamber of Commerce, Community and Council.
 - iii. Industrial development projects reviewed by EDO, Southgate staff Development Committee, Community and Council to ensure job creation and community fit.
9. That as part of the Development Agreement and the developer's Master Servicing Plan and Servicing Agreement the "Developer" shall be part of and participate in the upfronting of future Development Charges to support Municipal Capital Infrastructure Project(s) that cannot be funded by existing reserves or external funding from other sources to support capital asset infrastructure investments to support growth and prevent external financing through Township borrowing. The Developer and their consultant shall pre-consult with Township's Engineers in relation to the future servicing strategy for the 3 projects.
10. That the Development Agreement restate that all normal residential subdivision requirements shall still be required and completed as part of the post MZO approval being the following:
 - i. Draft Plan of Subdivision process and local municipal and County approval;
 - ii. Allocation of servicing by agreement and Council approval for water and wastewater by the municipality based on developer request and municipal availability of reserve capacity at the time of the request;
 - iii. Normal Residential Development studies and agreements as part of the subdivision approval process;
 - iv. Environmental Studies;
 - v. Conservation Authority Permitting and Hazard Land assessment ground truthing
 - vi. Archeological Studies;
 - vii. D Series Guidelines Studies if required;
 - viii. Planning Justification Reports;
 - ix. Traffic study if not already addressed as part of the Highway, County and Township road accesses;
 - x. Functional Servicing Studies;
 - xi. Lighting Study;
 - xii. Stormwater Management;
 - xiii. Hydro-Geological Studies,
 - xiv. Geotechnical Studies (for potential public institutional studies), if required
 - xv. Site Alteration and Pre-Servicing Agreements (if required);
 - xvi. Draft Plan Conditions and Approval
 - xvii. Subdivision Agreement Approval; and
 - xviii. Subdivision Agreement Registration.
11. That the Development Agreement restate that all normal commercial, ~~and~~ industrial, institutional and multi-residential complex development requirements shall still be required and completed as part of the post MZO approval being the following:
 - i. Site Plans;
 - ii. Site Plan Agreements;
 - iii. Council approval of Site Plan Agreements; and
 - iv. Registration on title of Site Plan Agreements for Commercial and Industrial Development projects.
12. That the Developer agree to deal with and lead the process required for any MZO Amendment(s) and/or Revoke applications that may be required in the future to achieve the development goals of each project and to be compliant and consistent with our Grey County and Township of Southgate Official Plans.

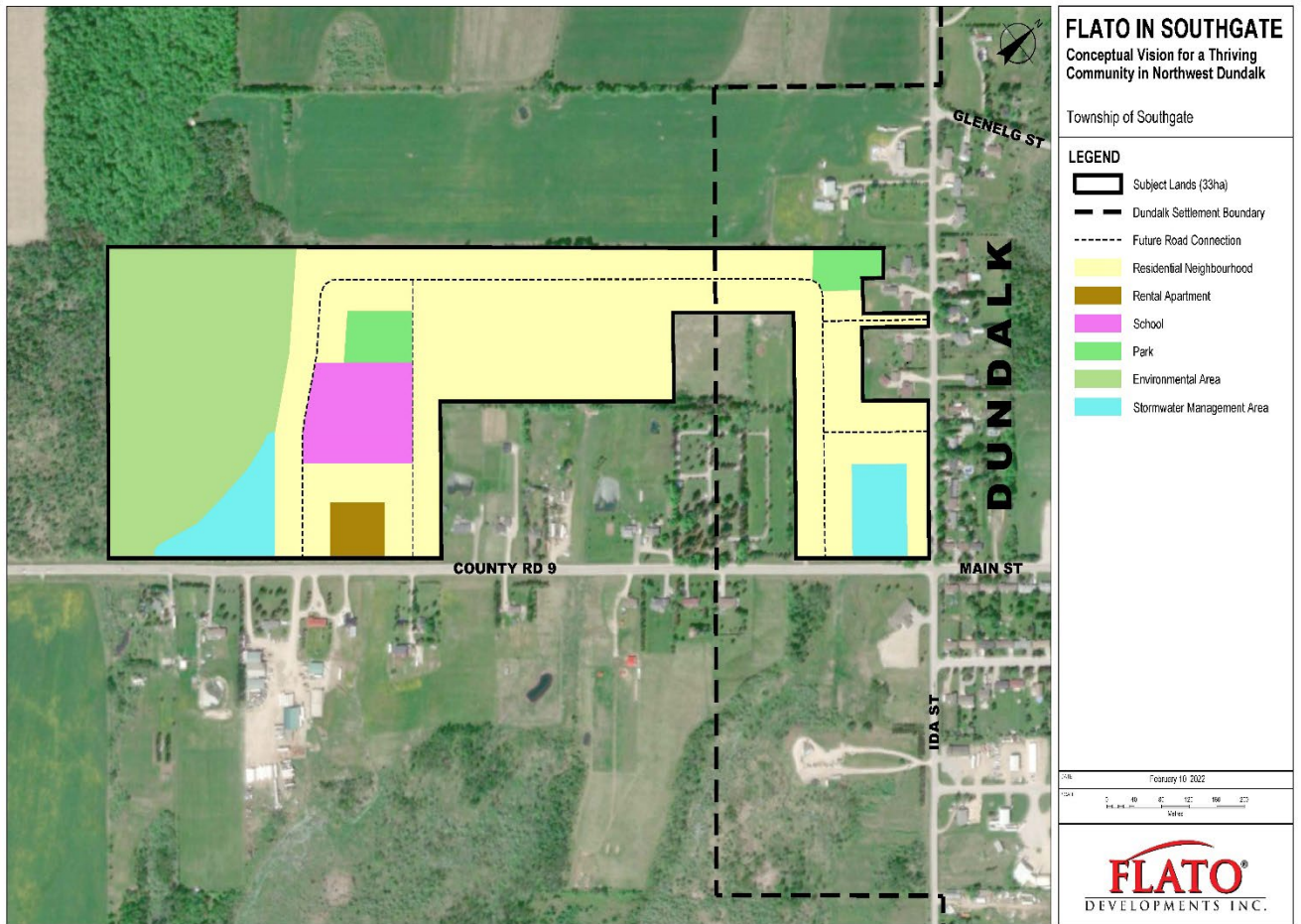
SCHEDULE "D"

DRAFT CONCEPT PLANS



SCHEDULE "D"

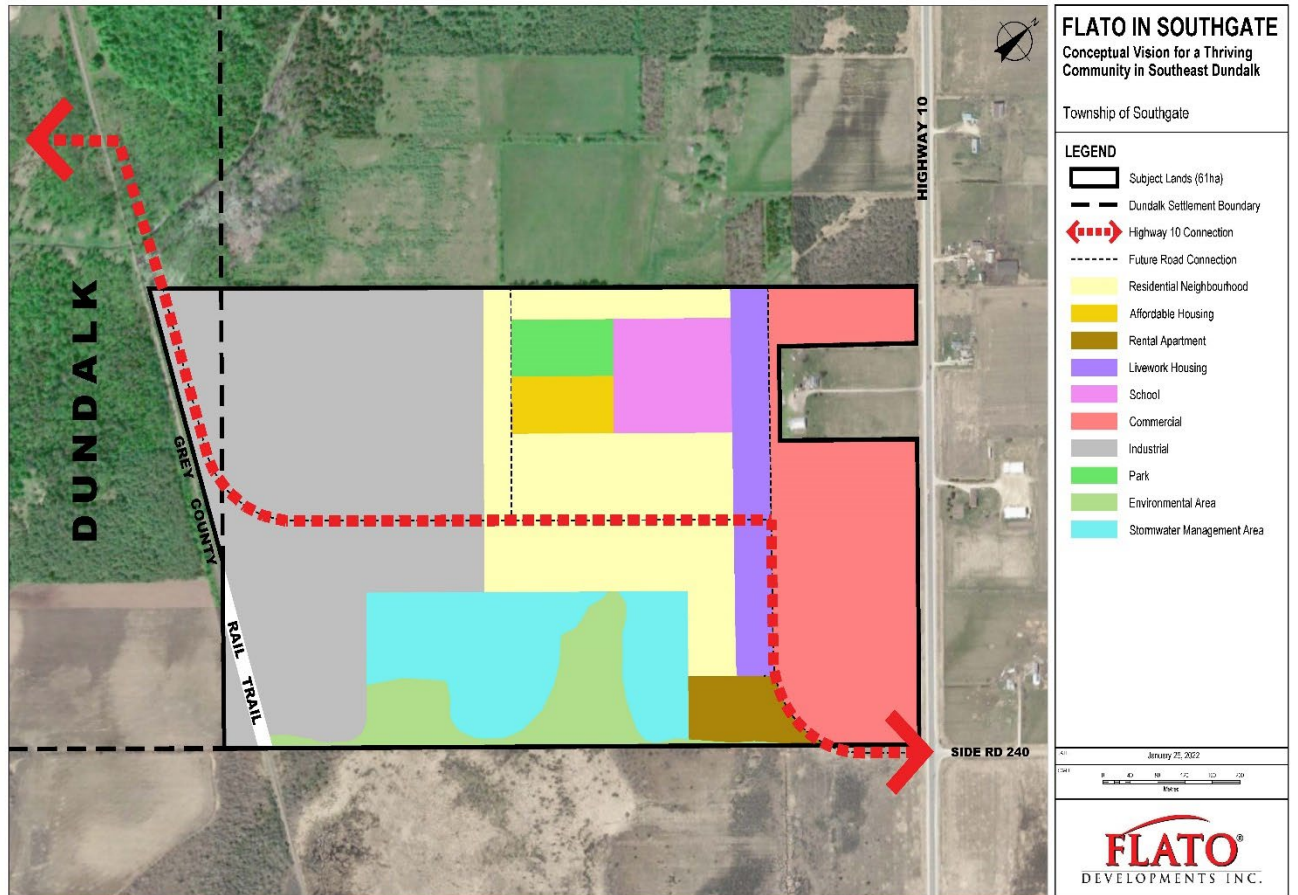
DRAFT CONCEPT PLANS con't.



SCHEDULE "D"

DRAFT CONCEPT PLANS con't.

Dundalk Southeast

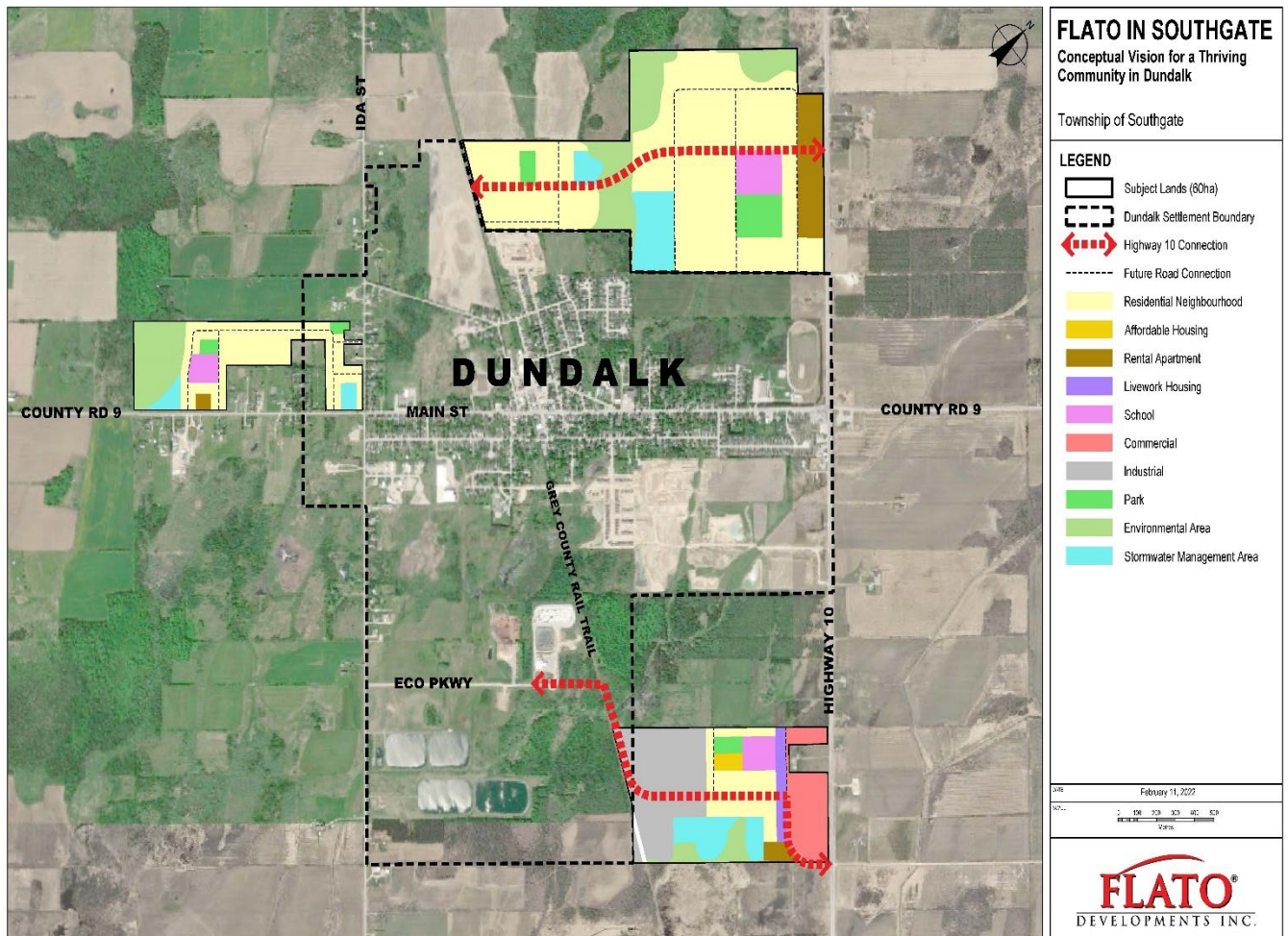


SCHEDULE "D"

CONCEPT SITE PLANS con't.

Site plan map showing all three projects:

- Flato Northeast
- Flato Northwest
- Flato Southeast



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 CAO2022-005

Title of Report: Southgate 2019-2023 Community Action Plan – 2021
Annual Report and CAP Project Plans for 2022

Department: Administration

Council Date: February 16, 2022

Council Recommendation:

Be it resolved that Council receive staff report CAO2022-005 as information; and

That Council approve the 2020 Community Action Plan (CAP) Annual Report as a reporting out to the community on the progress made last year and the 2021 CAP projects to be advanced and/or achieved in the next 12 months.

Background:

The Community Action Plan (CAP) is a document created to provide a strategic direction for the municipality through action items to achieve the goals outlined in the CAP report. As a result of Southgate's previous CAP ending in 2018 and the success of our past years achievements it was important to embark on another 5 year strategic planning consultation and community engagement process.

At the February 20, 2019 Council meeting staff presented report CAO2019-018, titled "Southgate Community Action Strategic Plan 2019-2023 Consultant Services Request for Proposals Report" and approved the following motion at that meeting.

Moved by Councillor Rice; **Seconded by** Councillor Shipston;

Be it resolved that Council receive Staff Report CAO2019-018 as information; and

That Council approve awarding the Southgate Community Action-Strategic Plan 2019-2023 Consultant project work to Winegard Municipal Consulting to lead the Council, staff and stakeholder meetings in the community to seek feedback on the progress in the last 5 years and to receive information for new strategic plan goals and actions required going forward over the next 5 years.

Carried No. 2019-124

At the October 2, 2019 meeting Council received staff report CAO2019-104 approving the Southgate 2019-2023 CAP Final Report through the following resolution:

Moved by Councillor Dobreen; **Seconded by** Councillor Sherson;

Be it resolved that Council receive staff report CAO2019- 104 as information; and

That Council approve the Southgate 2019-2023 Community Action Plan Final Report with the document introduction and initiatives to lead the desired future

changes and outcomes from the resident feedback received from our strategic planning consultant.

Carried No. 2019-620

The 2019-2023 Southgate CAP provided the Township with information received from community consultation on municipal issues and desired projects to help direct how municipal tax dollars should be used to advance Township issues identified by the community and the decisions that need to be made to deliver our municipal services. The 2019-2023 CAP document reports the Township's focus should be on economic development attraction that support business and agriculture, investing in revitalization of Downtown Dundalk, increasing health services & housing options, investing in hard service infrastructure like our roads & bridges, upgrading our assets and administratively expanding our citizen communications in this changing time and transition to other media methods.

Staff Comments:

The intent of this report is to provide to Southgate Council and the community the 2019-2023 Southgate CAP document and the progress made in 2020 and project considerations for 2021. The CAP 2020 Annual Report is included in the staff report as Attachment #1. The 2020 Annual CAP report provides the issues and actions that need to be considered and undertaken as projects in order to achieve the 2021 results as set out in the CAP document

Financial Impact or Long-Term Implications

The financial impact has already been included in the 2021 Budget to support the CAP goals and projects.

Communications & Community Action Plan Impact:

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

The 6 major goals of the 2019-2023 CAP are:

1. Attracting New and Supporting Existing Businesses and Farms
2. Revitalizing Downtown Dundalk
3. Promoting Health Services and Housing Choices
4. Adequate and Efficient Public Facilities
5. Upgrading our "Hard services"
6. Citizen Engagement

Concluding Comments

1. That Council receive this report as information.
2. That Council approve the Southgate 2019-2023 Community Action Plan 2020 Annual Report and the CAP Project Plans for 2021.

3. Staff will post the 2020 CAP Annual Report on Southgate website and Facebook page, provide hard copies at the Municipal office front counter, at the Library front counter and at the Holstein General Store, as well as we will advertise in the local newspapers the next time we have a municipal advertisement for other purposes.

Respectfully Submitted,

CAO approval: Original Signed By

Dave Milliner – CAO

dmilliner@southgate.ca 519-923-2110 x210

- Attachment #1 – Southgate 2019-2023 Community Action Plan –
2020 Annual Report and the CAP Project Plans for 2021

2019-2023 Southgate Community Action Plan 2021 Annual Report & 2022 Project Plans



The Southgate CAP Mission Statement Pillars are:

***Trusted Government
Economic Prosperity
Environmental Conservation***

**The 2019-2023 Community Action Plan themes for
the next 5 years are:**

- **Business Development;**
- **Health & Housing;**
- **Municipal Services; and**
- **Public Communications.**

2019-2023 Southgate Community Action Plan Goals

Goal 1 - Attracting New and Supporting Existing Businesses and Farms

Action 1:

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

Goal 2 - Revitalizing Downtown Dundalk

Action 2:

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

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.

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.

Goal 5 - Upgrading our "Hard Services"

Action 5:

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

Goal 6 - Citizen Engagement

Action 6:

The residents and businesses of Southgate expect their local government to be transparent and approachable, to provide clear and timely information, and to explain and seek their input on issues and decisions facing the community.

2019-2023 Southgate CAP Annual Report

2020 Goals-Strategic Initiatives Accomplishments

Goal 1 - Attracting New and Supporting Existing Businesses and Farms

Action 1:

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

Strategic Initiatives:

1-A - By 2023, together with existing businesses and other partners, the Township will have identified the types of new business opportunities that are likely to have emerged when Dundalk's 10-15 year growth has taken place and the Dundalk population approaches 4500 people. This business opportunity projection should project the likely demographic make-up of that future population and its likely work, travel, and shopping patterns. It should also identify possible municipal incentives that could facilitate the emergence of these future business opportunities.

Staff Leaders: Economic Development Officer (EDO) & Planner

2021 Progress & Actions:

- Significant progress has been made in this area in the Downtown core with the completion of the Credit Union Façade, the construction of a new drug store nearing completion, new business starts downtown with the opening of Common Ground Café, Suko Barb Boutique and Buy Way Second Hand Store.
- The industrial land sale closings in the Eco Park Phase I of Nicola Rago Manufacturing, Casa Terre, Petawawa Energy (now Southgate Renewables), Waldemar & Diane Litz, MKN Holdings and Alana Litz Self Storage Development will translate into building construction and future local job creation in 2022 and beyond.

2022 Project Plan:

- The increased residential development in Dundalk is accelerating new business inquiries for commercial and industrial growth in Southgate with pressure to find lands and support development project interest.
- In 2023 a Southgate Chamber of Commerce or Business Owners Association lead by the Township's EDO should be organized to drive and support community business planning and events coming out of COVID pandemic.
- This initiative will continue to evolve beyond the CAP 2023 window and will continue to be highly driven by consumer demand and commercial/industrial development interest in Dundalk.

1-B - By 2023, the Township will have completed a bypass road between Hwy 10 and the industrial park.

Staff Leaders: Public Works Manager

2021 Progress & Actions:

- The Environmental Assessment and bypass road design has been completed and approved.

2022 Project Plan:

- Discussions with the County of Grey Transportation Department are underway and continue related to bypass route being a future County Road.
- A tender for construction will be released in 2022 for construction in 2022 and 2023.

1-C - By 2023, the Township will have entered into an appropriate agreement to sell its Hwy 10 frontage for the purposes of commercial development, and development will be underway.

Staff Leaders: Economic Development Officer

2021 Progress & Actions:

- The Township of Southgate has received proposals on the valuation and development potential of the Hwy #10 development lands.
- An outcome of the proposals was the creation of a draft roadway construction and development partnership agreement, as well as a draft land purchase and sale agreement with Flato Developments for 90 acres of the property for Commercial, Industrial and Residential development.

2022 Project Plan:

- The Township will finalize the negotiations with Flato Developments to sell part of the Hwy #10 municipal property lands for Highway Commercial, Industrial and Residential development as well as partner in a 50-50 split in the road construction and servicing construction costs on the property.

1-D - The Township will continue to encourage, facilitate and publicize business skills training programs in Southgate.

Staff Leaders: Economic Development Officer

2021 Progress & Actions:

- COVID restricted developing training program development and training in 2021.

2022 Project Plan:

- In 2022 the EDO will work on advancing the present discussions related to skills training and feedback from a Local Business Association for specific business needs.

1-E - By 2023, the Township will have updated the Official Plan and zoning bylaw to provide flexibility for business, help to reduce processing requirements, and help to provide more opportunity for success.

Staff Leaders: Planner

2021 Progress & Actions:

- The Planner issued an RFP to complete the Southgate Official Plan Review process. Ron Davidson Planning Services started the project in 2021 completing much of the late in the year holding consultation with Council, staff and a Public meeting.

2022 Project Plan:

- The Southgate Official Plan (OP) Review will be completed in early 2022.
- A comprehensive review of the Southgate By-law will be completed in 2022 following the approval of the Southgate Official Plan.

1-F - Working with the County, and in coordination with other partners, the Township will place a priority on developing and establishing permanent transportation service between Southgate and other communities, in order to provide access to employment, as well as to meet other needs.

Staff Leaders: Economic Development Officer & CAO

2021 Progress & Actions:

- The GTR (Grey Transit Route) service continued operations and has served the community well with the Dundalk to Orangeville route seeing the highest ridership.
- The weekend service started in 2021 for the Dundalk to Orangeville with the Town of Shelburne funding 100% of the cost as their contribution towards their Monday to Friday benefit they have realized from the Grey County and Southgate sponsored pilot project.

2022 Project Plan:

- Staff will continue to monitor and support the GTR operations and Grey County staff in 2022.

Goal 2 - Revitalizing Downtown Dundalk

Action 2:

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

Strategic Initiatives:

2-A - The County and the Township will have reconstructed Main Street.

Staff Leaders: Public Works Manager

Note:

- The Main Street East project was completed in 2019 with cleanup and paving in 2020.
- The Main Street West roadway and services reconstruction project is scheduled to be completed through partnering with Grey County in 2026.

2-B - The Township will have developed, adopted and implemented Community Improvement Plans for settlement areas, including incentives for downtown redevelopment and re-use.

Staff Leaders: Economic Development Officer & Planner

Note:

- The Southgate Community Improvement Plan (CIP) policy and guidance document was completed and approved by Council in 2020 with
- The new CIP is now posted on the Township's website through the following link:

<https://www.southgate.ca/en/economic-development/southgate-community-improvement-plan.aspx>

2022 Project Plan:

- The EDO in 2022 will work with local businesses to promote the Southgate CIP and develop projects to improve building facades and support business expansion with the funding available in the CIP reserve fund.

- The EDO will complete the CIP Annual Evaluation Report Card for the County of Grey Economic Development Department.

2-C - The Township will have modified the vacant commercial premises tax rebate program, in order to remove disincentives to restoration and re-use.

Staff Leaders: Treasurer & CAO

2021 Progress & Actions:

- Southgate Council approve the cancellation of the Vacancy Tax Rebate program at the April 21st, 2021 Council in the Township.
- The approval of By-law 2021-154 to cancel the Vacancy Tax Rebate program in Southgate came into effect on July 1st, 2021.

Note:

- No further action is required on **Strategic Initiative 2-C**

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

Staff Leaders: Fire Chief

2021 Progress & Actions:

- In 2020 Council appointed a Fire Prevention Officer (FPO) to support the Fire Chief, work with the Chief Building Official (CBO) when necessary and deal with downtown building compliance issues they find during inspections.

2022 Project Plan:

- When we get out of the COVID conditions we have been challenged in 2022, the FPO will be planning inspections and safety compliance with the specific focus in downtown Dundalk buildings with the support of the Fire Chief and the CBO.

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.

Staff Leaders: Economic Development Officer & CAO

2021 Progress & Actions:

- The COVID pandemic cancelled many community events in 2021.
- In 2021 we have consulted with the Downtown businesses to discuss this issue, building accessibility concerns, creating the Downtown Business Area in Dundalk as an attraction and discussing future parking development in the core of the village. The outcome was interest in improved parking, but there was little support for lane reductions on Proton Street between Main and Holland Streets to create accessibility for the downtown business through sidewalk elevation changes to provide on-grade access.
- Create a business community survey to receive feedback on the future development of Downtown Dundalk.
- The Township applied for funding to upgrade the downtown business section of Dundalk and create downtown as an attraction for community events. The Township application was not granted funding for the project so we did not proceed further the project.
- Staff introduced through a meeting presentation virtually and promoted our Community Improvement Plan to the Downtown Business owners.

2022 Project Plan:

- In 2022 should work with the business owners to create new events in Downtown Dundalk business section and consider periodic closure of Proton Street for historic events like the Santa Claus parade, Fire Department Community Frolic, Canada Day celebrations, etc. and consider events like the Farmers Market, Black Friday promotion event, etc.

2-F - The Township will appoint and work with a Downtown Revitalization Advisory Committee, involving community organizations, businesses, landlords and tenants, and other stakeholders.

Staff Leaders: Economic Development Officer

2021 Progress & Actions:

- The CIP was approved in 2020 and no progress was made in 2021 because of the COVID pandemic.

2022 Project Plan:

- Input from a Southgate Business Owners Association, should one be created, should be a consideration for this initiative, as to its value and how it will be funded.
- In 2022 or future years the Township will need to focus efforts to secure an investment in and secure building rights, if the property owner does not want to support the project there will need to be considerations.

2-G - The Township will have installed prominent signage to direct visitors to downtown attractions and businesses.

Staff Leaders: Economic Development Officer

2021 Progress & Actions:

- Downtown signage planning has been completed.

2021 Project Plan:

- Signage will be installed in 2022.

2-H - The Township will support the renewal of the downtown murals.

Staff Leaders: Economic Development Officer

2021 Progress & Actions:

- No progress has been made on this issue.

2022 Project Plan:

- Input from a Southgate Business Owners Association should be a consideration for this initiative as to its value and how it will be funded.
- In 2022 or future years the Township will need to focus efforts to secure and investment in and secure building rights, if the property owner does not want to support the project will need to be considerations.

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-A – By means of appropriate policies, incentives and development partners, the Township will facilitate a significant increase in the supply and variety of both rental and purchase housing/accommodation within Southgate.

Staff Leaders: Economic Development Officer & Planner

2021 Progress & Actions:

- In 2021 Southgate issued 198 building permits for residential unit construction.
- Flato started construction of the 80 units of rental apartment building spaces for senior living in 2021. The building will be ready for occupancy in the late spring or early summer of 2022.
- In 2021 Southgate approved a pre-servicing and subdivision agreement for Flato Glenelg Carriage House Phase I project to construct a mixed residential development.
- In 2021 Southgate formed an Affordable Attainable Housing Committee, created a Terms of Reference document, appointed members and held 3 meetings during the year.

2022 Project Plan:

- Southgate will continue to promote development of more attainable housing development including townhomes, multi-unit housing and mobile home park developments.
- Early in 2022 Southgate will consider approval of the Flato East Subdivision Agreement for Phases 7, 8 & 10.

3-B - 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.

Staff Leaders: CAO

2021 Progress & Actions:

- South East Grey Community Health Centre (SEGCHC), Grey County and Southgate worked cooperatively in 2021 to transfer County owned lands to Southgate for the new Community Health Centre construction project. Southgate then created a long term land lease agreement with SEGCHC to support the project.
- SEGCHC staff have made significant steps in 2021 with the Ministry of Health Capital Branch approval of the project.
- Ontario Premier Doug Ford attended the new SEGCHC Dundalk Clinic site to participate in a sod turning as support of the project.

2022 Project Plan:

- To receive final project approval and allocation of Ministry construction funding for the project in the 2022.
- Tendering for the construction of the project by SEGCHC will be completed 2022 and plan to start building with a 12 month construction window.

3-C - The Township will have worked with the County, Public Health, Police, and other agencies to develop a profile of the Southgate population in 10-15 years time, and to develop a shared image of the health, housing, and social support services that will be required by that time.

Staff Leaders: CAO & Planner

2021 Progress & Actions:

- The Township continued in 2021 to participate in the creation of a regional Community Safety and Well Being Plan that is the start of this initiative to identify both regional and local gaps in our community services and will identify challenges and the needed for support services we are presently missing.
- Southgate continues to work with JunCtian Community Initiatives as a valued partner to support our community and welcome new residents looking to part of our community. JCI also has done a lot of work with youth and young adults. They also hosted virtual talent night show events through 2021 and as well planned and funded a great Canada Day event to celebrate the July 1st holiday in our community.

2022 Project Plan:

- The Township will continue to participate in the Community Safety and Well Being Plan (CSWBP) roll out in 2022.
- Staff will continue to participate in the Grey Bruce Local Immigration Partnership (GBLIP) working group meetings in 2022.
- The Township will review and consider increased level of policing services in 2022.

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-A – The Township will have identified the growth-related impacts on municipal facilities, and will have designed solutions to expand its facilities, or develop new facilities, as required.

Staff Leaders: CAO & Facilities Manager

2021 Progress & Actions:

- Tendered upgrading of space for a new Council Chambers location in the former Holstein Office to free up the Southgate municipal office space for increased staff capacity.
- Southgate received ICIP grant funding to support the relocation of Council Chambers to Holstein municipal office project.
- The former Council Chambers in the Hopeville office was converted in late 2021 to new office space and a meeting room to accommodate the building department staff.
- The plan for 2021 will continue into 2022 and beyond to consider community facility options to address our needs for event facilities and municipal accommodation space for administrative operations. Some of those options that have been looked at with building reserve funds and seeking external funding have been for the following:
 - Consider purchasing Grey Roads Operation facility in Dundalk when it becomes available to retain access to sand storage, increase garage area for increased equipment storage space requirements. This project is a consideration and would provide new future office space in front of

the existing garage for our expanding Building services & staff, By-law Enforcement, as well as the Dundalk Public Works as a growing department.

2022 Project Plan:

- In 2022 Council needs to decide on the continued collection of Development Charges for a Multi-Use Community Facility project. This was originally approved by Council and created as a source of future funding, put into our DC By-law to collect from future growth for a facility with the options to include the needs of a new municipal office, community gathering/event space and/or other public services in one building.

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

Staff Leaders: CAO & Council

2021 Progress & Actions:

- In 2021 the Township issued a Request for Proposals to seek proposals sell the Dundalk Olde Town Hall. The Township received a proposal to locate their business operation and provide public events/cultural rental use opportunities in the building. A draft purchase and sale agreement that includes a building lease agreement for the theatre and cultural use spaces and building capital support costs was created by staff for Council and Wellington Capital Corporation to review and consider at the end of 2021.
- The Township also worked and met through 2021 with Team Town Hall to understand their interest in managing cultural space in the Dundalk Olde Town Hall. Township staff drafted an agreement for Team Town Hall to consider and review that reflected their responsibility to raise funding to support capital project, maintenance, operations, organize events and sustainably operate the building allocated for the theatre and cultural uses. The agreement was presented to Council

2022 Project Plan:

- The Township staff in 2022 will finalize the draft agreements and provide recommendations for Council to consider Team Town Hall and the recent interest by JunCtian Community Initiatives as an interested community organization to achieve a sustainable operating partnership community use of the property.
- The Township will also need to consider finalizing the sale of the building or retaining ownership with the Cultural Use partners.

4-C - The Dundalk arena auditorium will have had an elevator installed and the necessary renovations will have been completed, in order to accommodate the expanded Early-ON program and a wider variety of programming for youth, seniors, and newcomers to the community, and possibly a cafeteria.

Staff Leaders: Facilities Manager & CAO

2020 Progress & Actions:

Note: This project was completed in 2020 and the Early-On program is now operating out of this location. The Auditorium space is also complete and offering a broader range of services, from community events with a kitchen, as well as programs, a drop-in center and recreation location for youth, seniors and community members of any age.

4-D - The Township will have reviewed all facilities it owns to determine their condition and utilization and to develop a business case for the future use or disposition of each facility.

Staff Leaders: Facilities Manager

2021 Progress & Actions:

- Staff have reviewed and assessed all community facilities and open space lands for condition of the property and/or building and its use. There are definitely locations with extra lands that are underutilized and could be disposed of to generate income and reduce maintenance costs, downsized to create a sale for housing development lot and some reassessed for area redundancy based on use because there is an overlap of services within that area of the Township.

2022 Project Plan:

- This is a Community discussion as to the size of these facilities. This is also a Council decision based on staff recommendations to maintain services and reduce operating costs. Some of facility and land base considerations could be the following:
 - Holstein Ball Diamond
 - Proton Station park land reduction
 - Dromore Park land reduction
 - Hopeville Community facility space versus Swinton Park Hall

4-E - The Township will have projected the likely demand for/viability of ice sports at the Dundalk arena in 10-15 years time, and will have developed a business case for the future ice sport usage, or for alternative non-ice uses, as appropriate.

Staff Leaders: Recreation

2021 Progress & Actions:

- This 4-E initiative will be a discussion for years to come. At this point in time Southgate continues to invest in the Dundalk Arena and the repair of support column structure maintenance. This discussion is not a building use issue, it is based on the sporting needs and usage issue. What is driving this discussion is reduced enrollment in minor hockey and the increased cost families incur to participate in this sport. This is evident by the amalgamation of Dundalk and Flesherton Minor Hockey.

2022 Project Plan:

- The continued future conversations on this will need to consider minor hockey enrollment, decreased or increased use of our ice surface and the possible growing community use demand within our community and rental pressures from the southern communities that may justify continued operations. This needs to be a regional municipal discussion that develops multiple community use and funding partnerships agreement to create a broader population service area for each ice surface in our region. One arena likely needs to serve a population circle around a community of 6,000 to 8000 people during the ice season to attempt to support the operating losses a community has to cover to deliver this service. The day of ice sport arena servicing community of 3,000 to 5,000 is not financially sustainable.

Goal 5 - Upgrading our "Hard Services"

Action 5:

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

Strategic Initiatives:

5-A - While continuing to invest an average of 45% of tax dollars on maintenance/repair/reconstruction of road and bridge infrastructure, Council will consider an additional 1% levy, compounding, dedicated exclusively for upgrading the road and bridge network.

Staff Leaders: Public Works & Council

2021 Progress & Actions:

- In Southgate the projected 2021 expenditure in the Roads department maintenance and capital projects was 52.1% of the total Southgate taxation collected and that is up 13.52% from 2020 actual costs.
- In the 2021 the capital roads budget approved by Council allocated a 22.1% increase over 2020 for road capital investment in projects to narrow the asset funding gap.

2022 Project Plan:

- In the 2022 the capital roads budget approved by Council allocated a 3.24% increase over 2021 for road capital investment in projects.

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

Staff Leaders: Treasurer & CAO

2021 Progress & Actions:

- In 2021 the Township hired a new Asset Management Coordinator & Financial Analyst to continue to develop our asset data, create reports of the Township's assets in consistent manner and develop long term asset management plan as a staff culture within our annual reporting and data to support our budgeting decisions.

2022 Project Plan:

- The Asset Management Coordinator will continue the annual asset reporting for use in future budget cycles.

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

Staff Leaders: Public Works - Wastewater

2021 Progress & Actions:

- Southgate's engineers have completed the work on the Dundalk Wastewater Environmental Assessment to determine both short and long term servicing solution and capital required over the next 25 years.³
- In 2021 Triton issue a call for contractors to submit proposals for wastewater treatment solutions.
- Triton received 8 proposals that were reviewed and 4 proposals were advanced for a more in depth qualification process.

2022 Project Plan:

- The Dundalk Wastewater shortlisted contractors will be qualified in 2022 and asked to submit a final tendered project cost for the solution being recommended by the contractor in their proposal.
- The Township plans on making a decision with Triton and start project construction in 2022 for their treatment solution to increase servicing capacity in Dundalk.

5-D - The Township will have erected a new water tower in Dundalk.

Staff Leaders: Public Works

2021 Progress & Actions:

- The new water tower's Environment Assessment has already been completed.
- The new water design work has been completed and updated budget numbers acquired in 2021.

2022 Project Plan:

- The Township will be tendering the new water construction work to start in 2022.

5-E - The Township will have produced savings by examining alternatives when bridges or culverts require replacement, including where appropriate installing dual culverts instead of replacing box culverts.

Staff Leaders: Public Works

2021 Progress & Actions:

- In 2021 the Township completed the following bridge and culvert replacements:
 - S108 replaced with box culvert
 - S109 was rehabilitated
 - A few smaller diameter road crossing culverts due to failure

2022 Project Plan:

- Public Works will continue to require engineers and our maintenance staff to investigate designs, precast alternatives and construction methods to replace bridges and box culverts in the future with more affordable solution that provide equivalent or better capacity flow.
- In 2022 the following projects will be undertaken related to watercourses and drainage works:
 - No major bridge or culvert structures for replacement
 - Smaller diameter road crossing culverts on SDR 75 to coincide with the new Municipal Drain 75 elevations
 - Extension of McCauley / Victoria St drain

Goal 6 - Citizen Engagement

Action 6:

The residents and businesses of Southgate expect their local government to be transparent and approachable, to provide clear and timely information, and to explain and seek their input on issues and decisions facing the community.

Strategic Initiatives:

6-A – The Township website southgate.ca will have had a complete facelift.

Note: Project completed in 2019

Staff Leaders: Clerks

Note:

- This project was completed in 2019 to upgrade the Southgate website.

6-B - The Township will work with existing organizations, including the Historical Society, in reviewing its built and natural heritage, and planning for the future of its cultural and recreational assets.

Staff Leaders: CAO, Planner & Recreation

2021 Progress & Actions:

- In 2020 the decision was made by Council to issue a Request for Proposals to see if there would be community interest to purchase the Dundalk Olde Town Hall in 2021 as a business opportunity and for community uses.
- The Township received one proposal to purchase the Olde Town Hall building with conditions that the municipality would support future capital investments in the building, as well as to lease back theatre and cultural space for community use and management by Team Town Hall.

2022 Project Plan:

- This will be an important discussion that will be included in our New Official Plan Review and public consultation events related to maintaining natural heritage in the community.

6-C - As its population approaches 10,000, the Township will be prepared to create the statutorily required Heritage Committee.

Staff Leaders: CAO & Council

2021 Progress & Actions:

- No action on this initiative in 2021

2022 Project Plan:

- Southgate will not reach a population of 10,000 people before the end of this CAP ending in 2023 and this initiative will likely roll over into the next CAP.

6-D - Council will have implemented a variety of practices to provide Council and residents public with opportunities for informal two-way communication with residents, including semi-annual "Coffee with Council" events, participation in Library events, presence at fairs, etc.

Staff Leaders: Clerk & Council

2021 Progress & Actions:

- In 2021 during the COVID-19 pandemic Southgate continued to hold Public Open Forum opportunities for the community members to speak and present comments or concerns to Council during their virtual meetings.

2022 Project Plan:

- The Township will continue the reach where possible to hold community discussions through virtual and in person meetings again when it is safe to do so.

6-E - The Township will have acquired and be utilizing on-line public meeting software.

Staff Leaders: Clerk & Council

Note: The Township is currently utilizing on-line public meeting software due to the Covid-19 pandemic. Once in person meetings resume, staff want to allow members of the public to still be able to participate in public meetings online using an in-person/on-line hybrid system.



Staff Report HR2022-004

Title of Report: Public Works Staffing
Department: Human Resources
Council Date: February 16, 2022

Recommendation:

Be it resolved that Council receive Staff Report HR2022-004 for information; and
That Council receive retirement letter from Phil Wilson and thank Phil for his years of service as Public Works Foreman and Fleet Manager; and
That Council approve and direct staff to post the job of Public Works Foreman and Fleet Manager internally only; and
That Council receive retirement letter from Doug Aitken and thank Doug for his years of service as Public Works Operator/Labourer; and
That Council approve and direct staff to post the job of Operator/Labourer internally only; and
That Council direct staff to post the one-year contract position of WRDM Team Leader internally and externally.

Background:

Phil Wilson was hired as the Hopeville Lead Hand in September of 2005, and promoted to Public Works Foreman and Fleet Manager in April 2013. Phil has provided Attachment #1 retirement resignation letter and his last day with the Township will be April 29, 2022.

Doug Aitken was hired as a seasonal Public Works Operator/Labourer in 2012 and promoted to fulltime Labourer/Operator in October 2014. Doug has provided Attachment #2 retirement resignation letter and his last day with the Township will be March 31, 2022.

Staff Comments:

Staff have reviewed current staffing within the Township's current operations and recommend posting the positions of Public Works Foreman and Fleet Manager and Fulltime Operator/Labourer internally only. Staff believe that promoting from within has the following benefits:

- Internal candidates already have knowledge of the Township and operations;
- Encourages hard work and loyalty of staff, showing that the Township recognizes and rewards those that work hard which also boosts morale;
- The Township knows the capabilities and work ethic of internal candidates;
- Encourages external candidates to apply for part-time, contract or seasonal positions as a 'foot in the door' and shows that if they take on those positions that they may have an opportunity to be hired fulltime in the future. These

non-permanent positions are difficult to fill and giving those that took a chance on us the opportunity first, shows good faith and appreciation;

- Southgate promotes and invests in training for employees to educate and mentor for consideration in their careers for succession planning opportunities;
- Staff only recommend internal postings when they feel there are internal candidates that are qualified for the position. If after the interview process it is found there are no internal qualified candidates, then an external posting will be done.

This recommendation follows section 6a "Recruitment Process – Internal Recruitment" in [Policy # 8 Hiring Policy](#).

Staff recommend the postings for the Public Works Foreman and Fleet Manager and the Fulltime Operator/Labourer take place starting February 18 – 24, 2022 in order to give time for the recruitment process, sufficient training and possible backfill of other positions.

Another position that will be required in the near future is a one-year contract position for WRDM Team Leader. The staff person currently in this position will be taking a planned one-year leave and this position will need to be covered during this time. Although there may be internal staff that could fill this position, staff recommend posting internally and externally to reach a wider audience. Staff recommend the posting for this position take place February 21 – March 7, 2022 to provide sufficient time for the recruitment process and training.

Financial Implications:

These positions have been approved for the 2022 budget, however there may be an increase in wage cost due to overlap for training.

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 thank Phil Wilson and Doug Aitken for their hard work and dedication to the Township of Southgate.
3. That Council approve internal posting of Public Works Foreman and Fleet Manager and Fulltime Labourer/Operator.
4. That Council approve internal/external posting of WRDM Team Leader.

Respectfully Submitted,

Human Resources: *Original Signed By*

Kayla Best, HR Coordinator/ Assistant to the CAO

Dept. Head Approval: *Original Signed By*

Jim Ellis, Public Works Manager

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

Attachments:

Attachment #1: Retirement Letter from Phil Wilson

Attachment #2: Retirement Letter from Doug Aitken

Philip Wilson

Box 652

Dundalk, Ontario N0C 1B0

Attention Jim Ellis and Kayla Best

I am writing to you to inform you of my intent to retire on April 29, 2022.

I would like to start by thanking the Township of Southgate Councils for my employment over the last 17 years.

I would also like to thank Jim Ellis for giving me the opportunity to work along side you for the last 9 years. We have accomplished some great things in this time. I know that I am leaving behind a great team with excellent leadership skills and enthusiasm for the job.

I appreciate the opportunity that was granted to represent the Township of Southgate and the County of Grey Public Works Association within the Association of Road Supervisors (AORS) and the support that I was given with my tenor as President of the Association of Road Supervisors. I have gained knowledge and friendships that will last a lifetime. This truly is a highlight to my career and hope that The Township of Southgate will give my successor the same opportunity.

Working with all staff has been interesting and enjoyable. I will truly miss all the employees and council members I have worked with. Hopefully our friendship will remain for years to come.

Wish you all the best in the future.

I look forward to starting this next chapter in life.

Yours truly



Philip Wilson

Feb 6 / 22

I will be retiring from my
Position with The Township of Southgate
on March 31 / 2022



Doug Aitken



Staff Report HR2022-006

Title of Report: HR2022-006 – By-Law Enforcement Officer
Department: Human Resources
Council Date: February 16, 2022

Recommendation:

Be it resolved that Council receive Staff Report HR2022-006 for information; and
That Council approve the job description for By-Law Enforcement Officer; and
That Council approve the recommendations from Job Evaluation Committee to place the By-Law Enforcement Officer position in pay band 10 of the Southgate Employee Pay Grid.

Background:

As part of the 2022 budget, a fulltime By-Law Enforcement Officer position was included and approved.

Staff Comments:

The Job Evaluation Committee (JEC) met on February 7, 2022 and reviewed the draft job description for By-Law Enforcement Officer. Revisions were made and final draft with JEC updates is included as Attachment #1.

The JEC has recommended the By-Law Enforcement Officer be placed in Pay Band 10 of the Southgate Employee Pay Grid.

Staff will be posting this position internally and externally in the near future with the goal of having the position filled by April 2022.

Financial Implications:

There are no financial implications as a result of this report as this was approved as part of the 2022 operating budget.

Communications & Community Action Plan Impact:

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

CAP Goal 2 - Revitalizing Downtown Dundalk Action 2:

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

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

Concluding Comments:

1. That Council receive this report as information.
2. That Council approve the job description for By-Law Enforcement Officer.
3. That Council approve the recommendations from Job Evaluation Committee to place the By-Law Enforcement Officer position in pay band 10 of the Southgate Employee Pay Grid.

Respectfully Submitted,

Original Signed By

Human Resources:

Kayla Best, HR Coordinator/ Assistant to the CAO

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

Bev Fisher, CBO

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

Dave Milliner, CAO

Attachments: Attachment #1: By-Law Enforcement Officer Job Description.

Township of Southgate

Job Description

Date of Update: February 11, 2022	By-Law Enforcement Officer
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Section A: Position Description

1) Position Identification

The purpose of this section is to determine your current position within the organization.	
Name:	Supervisor's Name: Bev Fisher
Job Title: By-law Enforcement Officer	Supervisor's Job Title: Chief Building Official & By-Law Enforcement
Standard hours of work per week: 40 hours per week On-Call on weekends	Eligibility to Group Insurance: Yes Eligibility to OMERS: Yes
Location of Position: Hopeville Office	Department/Division: Protection & Inspection
Employment Status: Full Time Salaried Position	Pay Band: 10

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

Reporting to the Chief Building Official, the By-Law Enforcement Officer will be responsible for education, promotion and enforcement of all By-Laws passed under the Planning, Municipal Act, Building Code Act and any other applicable legislation & municipal by-laws in order to ensure the protection of persons and property to maintain a high living standard within the community.

Key Responsibilities	Tasks	Percent of Time
By-Law Enforcement	<ul style="list-style-type: none"> - Enforce all applicable laws, by-laws passed under the Planning, Building Code and Municipal Act related to noise, property standards and zoning compliance and applicable laws. - Receive and document all citizen inquiries and complaints. - Provide timely and appropriate response to inquiries and complaints, including gathering information, forwarding the complaint to the appropriate body, investigation and, if necessary, issuing written warnings, provincial offences notices, orders or other documents. - Follow-up on all ongoing investigations or outstanding orders. - Collect evidence to facilitate investigations including physical, photographic, written (witness statements), prepare charges, obtains and executes search warrant, serve legal documents and attend court to give evidence. - Encourage voluntary compliance with legislation to resolve issues without the need for prosecutions and court action. - Attends joint site visits as required and ensures compliance with site plan control agreements. - Maintain occurrence database reports, document and investigate complaints and inquiries. - Negotiates and mediates a resolution to gain compliance. - Maintain confidentiality of all actions, records and discussions undertaken during the carrying out of the duties associated with by-law enforcement. - Supports the Police and other agencies in their investigations related to By-law Enforcement related issues. 	70%
Administrative and Research	<ul style="list-style-type: none"> - Keeps informed on relevant matters including new and amended by-laws, provincial legislation, related case law, regulations, practices and procedures. - Research and provide input into municipal By-laws and occasionally present to Council. - Attends courses, seminars, workshops and conferences, relating to changes in regulations and procedures. - 	20%

Key Responsibilities	Tasks	Percent of Time
Other	<ul style="list-style-type: none"> - Represents the Municipality when performing day-to-day duties (i.e. contact with public). - Responsible for the safe operation and timely maintenance of a municipal vehicle. - This position will be On-call for By-law Enforcement responsibilities for after-hours weekday and weekend responses on a rotational cycle. - Performs all other duties as assigned by Supervisor. - Operate as an employee within confines of Southgate policies and procedures. - Consider risk management, liability control and due diligence in all decision making related to inspections. - Responds to public enquiries in a timely manner 	10%

Section B: Skills

1) Formal Education and External Training

Highest level required	Specific Specialty or Degree? (List)
<input checked="" type="checkbox"/> High School <input type="checkbox"/> Vocational School <input checked="" type="checkbox"/> Community College	Complete a college program in law enforcement, law and security, police foundations and/or training through Municipal Law Enforcement Association or Ontario Association of Property Standards would be an asset or have equivalent work experience.
<input type="checkbox"/> University Degree	
<p><input checked="" type="checkbox"/> License or Professional Designation</p> <ul style="list-style-type: none"> • Valid "G" Driver's Licence • Certification as a Property Standards Officer or Municipal Law Enforcement considered an asset. 	
<p>Is it a requirement of your job to keep "up-to-date" by reading or taking courses/seminars?</p> <p style="text-align: center;"> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>Discussion: Other Courses as required.</p>	

2) Required On-The-Job Training/Membership

Specific Internal Training	Months to Complete
- Municipal Law Enforcement Officers Assoc. Membership	Annually
- Other memberships as deemed required	As required
- Property Standards	Within One Year
- By-Law Enforcement	
- Part One	Within One Year
- Part Two	Within Two Years
- Part Three	Within Three Years
- Drone pilot training	Within One Year

3) Work Experience

Work experience as an enforcement officer	Minimum Years Required
	1 Year (or more without college/courses)

4) Other Key Skills:

<ul style="list-style-type: none"> - Good organizational skills. - Ability to schedule priorities and manage time. - Strong ability to work under pressure, manage multiple tasks/projects and function effectively in a high-volume workplace with constant deadlines. - Problem solving and conflict management skills. - Good communication and interpersonal skills. - Good report writing skills. - Good computer literacy skills. - Knowledge of applicable legislation and processes related to municipal enforcement and investigation.

5) Key Relationships (Contacts)

Internal Contacts	Frequency	Purpose	Method
Co-workers (my dept.)	Frequently	Keep things on track.	Verbal
Co-workers (other dept.)	Occasionally		
Supervisor (my dept.)	Occasionally		
Supervisor (other dept.)	Seldom		
Depart. Head (my dept.)	Occasionally		
Depart. Head (other dept.)	Occasionally		
Staff in other municipalities	Occasionally		
CAO	Occasionally		
Ratepayers	Frequently		
Children/Students	N/A		
Seniors	N/A		
Supplier	Seldom		
General Public (Not residence)	Occasionally		

Business representatives	Seldom		
Consultants, Engineers, Planners	Occasionally		
Conservation Authority	Occasionally		
Auditors	Occasionally		
Solicitors	N/A		
Funding Organizations	Seldom		
Government Officials	N/A		
Boards	N/A		
Council (your own)	Seldom		
Council (other municipalities)	N/A		
Media	N/A		
Ratepayers Groups	N/A		

Interpersonal skills:

- Extending common courtesy;
- Handling complaints and working cooperatively;
- Responding to basic needs and dealing with customer requests;
- Identifying issues and dealing with customer concerns;
- Resolving customer conflicts (minor);
- Advising;
- Negotiating and communicating in situations.

6) Decision Making

- Responsible for decisions concerning daily inspection activities.
- Ability to maintain periods of high concentration and intensity to interpret legislation, and be able to research and interpret regulations.
- Must be able to interpret "intent" of all by-laws.
- Good ability to exercise tact, discretion and confidentiality.
- Decision making involves applying rules fairly to all situations.

7) Problem Solving Responsibilities

- Must be able to determine if present condition meets all applicable by-laws
- Will work in accordance with established policies & procedures and in consultation with supervisor
-

8) Equipment & Technology Utilized

- Computer.
- Drone

Section C: Responsibility

1) Program Delivery

- Administer and enforce relevant provincial regulations and municipal by-laws ensuring compliance with all applicable laws.
- Maintain good working relationships with property owners, the public and contractors, explaining requirements and promoting voluntary compliance with by-laws.

2) Impact and Accountabilities

- High potential for legal liability.
- Accountable to the CBO.

3) Supervision

Direct Subordinates – Job Titles	Number of Staff
Indirect Subordinates – Job Titles	Number of Staff
Administrative, Finance and By-Law Assistant	1
Provides training/instruction to others – Job Titles	Number of Staff

4) Material and Information Resources

- Maintain accurate information and files.
- Detailed documentation of By-law Enforcement complaints, investigation, verbal compliance orders issued, tickets issued and file records for follow-up and/or future compliance.
- Has access to private customer information of a confidential nature.

5) Financial Resources

- Responsible for issuing by-law enforcement fines

Section D: Working Conditions

1) Physical Environment

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

Condition	1	2	3	4	5
Sitting		x			
Standing			x		
Noise Exposure			x		
Adverse Temperature				x	
Pushing/Pulling	x				
Lifting/Carrying			x		
Dust			x		
Odors		x			

2) Health & Safety Hazards

- A portion of time spent outdoors and on construction sites with the enforcement of safe work practices and public safety.
- Working outside in all weather conditions; must be physically capable of working varying conditions.
- Potential for violence and harassment from the public.

Health and Safety Responsibilities

- Responsibility to work safely and follow rules, training, and discipline as required.
- Must conduct work in a safe fashion on a variety of environments and sites.

3) Travel

- 95% within the Township and 5% to external meetings, training and conferences.

4) Driving

- 40% of work time.

5) Mental Environment

- Frequently dealing with, ratepayers, general public, industry personnel, internal staff and management.
- Dealing with unhappy people and deadlines contribute to stress.

Section E: Effort

1) Mental Effort

- Being able to deal with the public in all situations.
- Ability to juggle and multi-task to get all assigned jobs done in a professional manner.
- Concentration, reading, accuracy, attention to detail.
- Making decisions related to By-law Enforcement compliance for the Township in consultation with the CBO for complex issues.

2) Physical Effort

- Physically capable of working in varying conditions – outdoors and on construction sites with the potential physical hazards.
- Being able to climb around rough terrain and ladders on job sites.

Section F: Additional Information

The Township of Southgate is an equal opportunity employer. Accommodations are available for all parts of the recruitment process. Applicants need to make their needs known in advance. This document can be made available in other accessible formats as soon as practicable and upon request.

Supervisor Comments

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

Job Position: _____
Signature

Date Completed: _____

Supervisor: _____
Signature

Date Completed: _____

CAO: _____
Signature

Date Completed: _____



Staff Report HR2022-005

Title of Report: CAO Succession Update
Department: Human Resources
Council Date: February 16, 2022

Recommendation:

Be it resolved that Council receive Staff Report HR2022-005 for information; and

That Council approve updated CAO Succession Plan document as guidance to fill the upcoming CAO vacancy.

Background:

At the October 20, 2021 Council Meeting, Council approved the following motion for report HR2021-024

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

Be it resolved that Council receive Staff Report HR2021-024 as information; and

That Council approve the CAO Succession Plan document as guidance to fill the upcoming CAO vacancy.

Carried. No 2021-587

Staff Comments:

Staff have updated the guidance document and included as Attachment #1 with updates in red. Updates include Status updates on tasks as well as updated timelines. One task was added for "CAO Profile Creation" as recommended by OMAA and OMHRA in their "Chief Administrative Officer Employment Guidelines" document included as Attachment #2.

The Observation for internal candidates has been extended to be in line with the Internal/External job posting and wording added to discuss observations during the recruitment process.

Financial Implications:

There is no current financial impact as a result of this report as the CAO succession was considered in the 2022 budget.

Communications & Community Action Plan Impact:

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

Concluding Comments:

1. That Council receive this report as information.

2. That Council approve updated guidance document.

Respectfully Submitted,

HR Coordinator: *Original Signed By*

Kayla Best, HR Coordinator/Assistant to the CAO

CAO Approval: *Original Signed By*

Dave Milliner, CAO

Attachments:

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

Attachment #2: OMAA-OMHRA – Chief Administrative Officer Employment Guidelines.

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CAO Succession Plan – CAO Planned Retirement

Updated February 7, 2022

Step	Task	Proposed Timeline	Status
1	Appoint Coordinator of CAO Succession Plan	September 21, 2021	Complete
2	Internal Intent to Apply	September 27, 2021	Complete
3	Closed Session re: Internal Interest	October 6, 2021	Complete
4	Approval of Process and Timelines	October 20, 2021	Complete
5	Job Description Updates	March 31, 2022	In Progress
6	CAO Profile Creation	March 17, 2022 to April 30, 2022	In Progress
7	Observation Period for Internal Candidate(s)	October 20, 2021 – April 30, 2022	In Progress
8	Internal / External Posting	May 3 – June 3, 2022	
9	Selection of Candidates	June 15, 2022	
10	Interviews	June 27 to June 30, 2022	
11	Second Interviews	July 18 – July 22, 2022	
12	Selection of Successful Candidate & Background Checks	July 25 to August 3, 2022	
13	Negotiations	August 4 to August 12, 2022	
14	Appointment	August 17, 2022	
15	Notice Period/Backfill Period	August 17 – September 17, 2022	
16	Official Start Date	September 19, 2022	

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CAO Succession - CAO Planned Retirement

1. Council should start discussions with the incumbent CAO and the HR Coordinator 12 to 18 months prior to the planned retirement date. Council should appoint a coordinator of the process.
[Proposed Timeline: September 21, 2021 - COMPLETE](#)
2. First staff recommend an internal posting for an "Intent to Apply". The purpose of this application process is to make Council aware of the potential internal candidates and how internal interest could impact timelines.
[Proposed Timeline: September 27, 2021 - COMPLETE](#)
3. After the closing date of the internal posting, staff recommend a closed session report to notify Council if there are any internal candidates and have discussions about the candidates. Staff recommend that the CAO be included in this discussion for trusted input and the ability to answer questions that could relate back to the position.
[Proposed Timeline: October 6, 2021 - COMPLETE](#)
4. Approval of Process and Timelines: Staff recommend Council approve process and timelines in order for everyone to be prepared. Things to consider for the timelines:
 - a. Lame Duck may be a possibility starting August 19, 2022 and staff recommend an appointment occur before this date in order to avoid delays of having to wait for new Council.
 - b. Overlap between incumbent CAO and new CAO should be factored into the timelines.
 - c. Notice Period (external) or Backfill Period (for internal staff) could be up to one month assuming the new CAO is coming from a senior role.
 - d. Staff recommend leaving enough time for interviews including time to prepare questions (which may require reaching out to external resources), putting together an agenda with proper notice (if interviews will be Special Meetings of Council), second interviews, preparation time for candidates to prepare presentations, etc.[Proposed Timeline: October 20, 2021 - COMPLETE](#)
5. Job Description Updates: The CAO Job Description should be reviewed and updated as required by the incumbent CAO and Human Resources. Once updated, the job description will go to Council for **feedback and then** final approval prior to job posting.
[Proposed Timeline: March 31, 2022](#)

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6. It is recommended that a position profile should be developed and referenced during the recruitment process. This will provide transparency and a guideline as to the attributes desired when recruiting the new CAO. All members of Council should have input into this profile and the process will be managed by the HR Coordinator with Council support.
Proposed Timeline: March 17, 2022 to April 30, 2022.
7. Observation Period for Internal Candidates: Once internal candidate(s) have shown interest as possible future CAO applicants, the members should individually monitor, assess and document their observations during Council meetings and during any day-to-day interactions with the individual(s). This should be done ~~over a 60-90 day period~~, to provide the time to observe and assess the positives and the concerns, in order to reach a consensus of an applicant's viability and the probability of long term success in the position. Bottom line is, do you have the trust, and do you have the confidence in this individual. Staff recommend a closed session report at the end of the observation period to discuss their findings ~~as part of the recruitment process. This discussion may impact if the posting is Internal/External vs Internal only.~~
Proposed Timeline: October 20, 2021 – April 30, 2022
8. Internal / External Posting: The Township posts internally and externally for 30 days, on the Township's website, Facebook page & promote through other internal social media options, advertise in local (Dundalk Herald & Mount Forest Confederate) and regional (Owen Sound Sun-Times) newspapers and industry communication promotion options like AMO, OMAA, etc., for the open CAO position, to start the internal and external CAO recruitment process.
Proposed Timeline: May 3 to June 3, 2022
9. Selection of Candidates: The Council Hiring Committee should work with the incumbent CAO and/or Human Resources to review the applications and select the candidates they wish to interview. The selections can be decided on at the June 15, 2022 Council Meeting in Closed Session.
Proposed Timeline: June 6 to June 15, 2022
10. Interviews: Staff recommend a minimum of one to two weeks between the selection of candidates and the first interviews in order to provide sufficient time to setup the interviews and create the interview questions. Interview questions will be drafted by the Hiring Committee working with

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the incumbent CAO and Human Resources; HR will use external resources as well. This step also includes time for Human Resources to reach out to the candidates to setup the interviews and provide proper notice for the Special Council Meeting(s) to conduct the interviews.

Considerations for first interviews:

- a. Should be approximately 90 minutes in duration;
- b. Questions should give scenario(s) to test the applicant(s) skills related to administrative, financial, and roads types of challenges.

[Proposed Timeline: June 27 to June 30, 2022](#)

NOTE "Hiring Committee" will include all of Council as per Southgate Hiring Policy #8 and may include the incumbent CAO and/or Human Resources.

11. Second Interviews: The Hiring Committee and HR and/or incumbent CAO should meet following the completion of the first interview process and decide those internal and external applicants that will be selected for the second round of interviews. The Hiring Committee should again work with in greater detail the incumbent CAO, HR, and/or a Human Resources Consultant to draft second round interview questions. The focus should be on digging deeper into knowing each of the applicants better, exploring their job history in detail and also probe into specific concerns of each applicant raised by the interviewers in round 1. It is recommended that another group of multiple scenarios be developed to test the applicant(s) skills related to their building, by-law enforcement, human resources, planning, recreation and/or budgeting skills through these types of experience issues. The second interview candidates should also be required to provide a report and presentation on there vision and plan for Southgate's 3 major issues facing the Township over the next 3 years. Considerations on timing:

- a. Enough time to select candidates;
- b. Prepare interview questions;
- c. Provide candidates with presentation requirements and then create the presentation;
- d. Notice for Special Council Meeting.

[Proposed Timelines: July 18 to July 22, 2022](#)

12. Background Checks, Selection of Successful Candidate:

The Hiring Committee and HR, if required should meet following the completion of the second round interviews, to process all the information and decide those internal and/or external applicant(s) that will be selected for

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further research related to background, social media research and reference checks. The Hiring Committee should direct Human Resources (HR) to complete the necessary research related to background, social media research and reference checks and report back to Council on those outcomes. This report could be done at the August 3rd, 2022 Council Meeting in Closed Session and would meet to discuss the information on the background information and reference checks received on the targeted CAO candidate(s) and make a decision to proceed with hiring a selected applicant, or to repost the position if there are no other options

[Proposed Timeline: August 3, 2022](#)

13.Negotiations: When there is a selected candidate for the position, Council should direct HR to start negotiations and execution of an Employment Contract Agreement with the selected individual. Staff recommend a negotiation committee be formed to assist with this process. HR may consult with our Human Resources Consultant for the Employment Contract. Final Employment Contract to be approved by Council.

[Proposed Timeline: August 4 to August 12, 2022](#)

14. The appointment of the new CAO to occur at a Special Council Meeting. Staff recommend August 15 to August 17, 2021 to avoid the possibility of Lame Duck.

[Proposed Timeline: August 17, 2022](#)

15.Notice Period / Backfill : There will be a period required for either notice given (external) or to backfill positions (internal) and staff recommend one month as the proposed timeline.

[Proposed Timeline: August 17 to September 17, 2022](#)

16. Start Date: Due to timing with Lame Duck beginning August 19, 2022, staff recommend a start date of September 19, 2022 which provides approximately three (3) months of overlap between the new CAO and the incumbent CAO.

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Today < > June 2022

Mount Forest, Canada ▾ ☁ Today 67° F / 57° F ☁ Tomorrow 70° F / 59° F ☁ Friday 68° F / 51° F 📅 Month ▾

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
May 29	30	31	Jun 1	2	3 POSTING CLOSES	4
5	6 REVIEW RESUMES, COUNCIL REPORT	7	8	9 AGENDA DUE	10	11
12	13 REVIEW RESUMES, COUNCIL REPORT	14	15 COUNCIL MEETING TO FINALIZE SELECTION	16	17 SETUP INTERVIEWS, CREATE INTERVIEW QUESTIONS	18
19	20	21 SETUP INTERVIEWS, CREATE INTERVIEW QUESTIONS NOTICE DUE TO PUBLIC FOR SPECIAL CLOSED MEETING(S)	22	23	24	25
26	27 INTERVIEWS	28	29	30	Jul 1	2

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Today < > July 2022

Mount Forest, Canada ▾ Today 67° F / 57° F Tomorrow 70° F / 59° F Friday 68° F / 51° F Month ▾

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jun 26	27 INTERVIEWS	28	29	30	Jul 1	2
3	4 SELECTION BASED ON INTERVIEWS, SETUP SECOND INTERVIEWS, PREPARATION FOR CANDIDATES	5	6	7	8	9
10	11 SELECTION BASED ON INTERVIEWS, SETUP SECOND INTERVIEWS, PREPARATION FOR CANDIDATES	12	13	14	15	16
17	18 SECOND INTERVIEWS	19	20	21	22	23
24	25 BACKGROUND & REFERENCE CHECKS, SELECTION OF SUCCESSFUL CANDIDATE	26	27	28	29	30
31	Aug 1 BACKGROUND & REFERENCE CHECKS, SELECTION OF SUCCESSFUL CANDIDATE	2	3 COUNCIL MEETING FOR FINAL DECISION	4	5 NEGOTIATIONS & CONTRACT CREATION	6 To Aug 12 →

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<div> <div>Today</div> <div><</div> <div>></div> <div>August 2022</div> <div>Mount Forest, Canada</div> <div> <div>Today</div> <div>67° F / 57° F</div> </div> <div> <div>Tomorrow</div> <div>70° F / 59° F</div> </div> <div> <div>Friday</div> <div>68° F / 51° F</div> </div> <div> <div>Month</div> <div>></div> </div> </div>						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jul 31	Aug 1	2	3	4	5	6
← From Jul 25			BACKGROUND & REFERENCE CHECKS, SELECTION OF SUCCESSFUL CANDIDATE			
			COUNCIL MEETING FOR FINAL DECISION		NEGOTIATIONS & CONTRACT CREATION	
7	8	9	10	11	12	13
NEGOTIATIONS & CONTRACT CREATION						
14	15	16	17	18	19	20
			APPOINTMENT		POTENTIAL LAME DUCK STARTS	
21	22	23	24	25	26	27
28	29	30	31	Sep 1	2	3

RECRUITMENT • EMPLOYMENT • PERFORMANCE

Chief Administrative Officer



Employment Guidelines

Chief Administrative Officer



**Employment
Guidelines**

About this publication

The Ontario Municipal Administrators' Association (OMAA) and Ontario Municipal Human Resources Association (OMHRA) believe that an orderly process for CAO recruitment and selection, mutual agreement on roles and responsibilities, clear terms of employment, and a solid process for performance review and development can support a healthy relationship between Council and the CAO. This enhances the ability of both Councils and their CAO to work together to deliver good governance for Ontario municipalities.

Based on Bill 68, *Modernizing Ontario's Municipal Legislation Act, 2017*, literature reviews regarding good governance in municipalities, available municipal CAO employment contract templates/policies, alternatives for performance review, and the concepts of clarity, fairness, equity, transparency and fiscal responsibility, we have prepared these guidelines to provide Municipal Councils, Human Resource (HR) Directors and Chief Administrative Officers (CAOs) with a practical how-to guide regarding the recruitment, employment and performance review process for the CAO or City/Region/Town/County Manager.

In this publication you will find:

- guidance in the recruitment process for the position of CAO
- assistance in developing a clear understanding of roles and responsibilities
- suggestions, forms and alternatives when considering contractual terms
- options and best practices for CAO performance evaluations
- best practices, with suggested modifications and scalable alternatives to accommodate all sizes of municipalities
- descriptions for HR managers, executive search firms, labour lawyers (offering external legal advice) and suggestions for when Councils and CAOs should consider retaining external assistance in the CAO placement process

Acknowledgements

We wish to thank all the contributors and municipalities who provided sample materials and best practices to make this publication possible.

A special note of appreciation to:

Mark Amorosi, HR professional; David Calder, CAO, Town of Tillsonburg

Jane Albright, Commissioner of Human Resources and Citizen Services, Region of Waterloo

Thanks also to:

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Introduction

Most municipalities in Ontario operate within a Council/Manager form of government where the Council sets policy and direction, and ensures mechanisms are in place for the effective operation of municipal services. Council also provides leadership and vision for the community.

Municipal administration is responsible for implementing Council's objectives, delivering high-quality municipal services to residents and businesses, and being accountable for performance. The CAO or City/Region/Town/County Manager is the typical head of this administration. Good governance at the municipal level depends on a strong relationship between Councils and their CAOs and should:

- be grounded by a thoughtful recruitment process
- thrive on a mutual respect and clear understanding of each other's roles and responsibilities
- deliver efficient and effective services for the taxpayer

Council, CAO and the community all interact and partner to create an effective system for local government. The community, as seen in Figure 1, elects local Councils and provides taxes in exchange for those high-quality municipal services.

In the vast majority of cases, the CAO is the only staff that Council is directly responsible for hiring and managing performance.

Most Mayors and Councillors will have little or no experience with CAO recruitment processes. For a new CAO, the initial stage of employment is a critical time to develop an understanding with Council as to expectations and commitments.

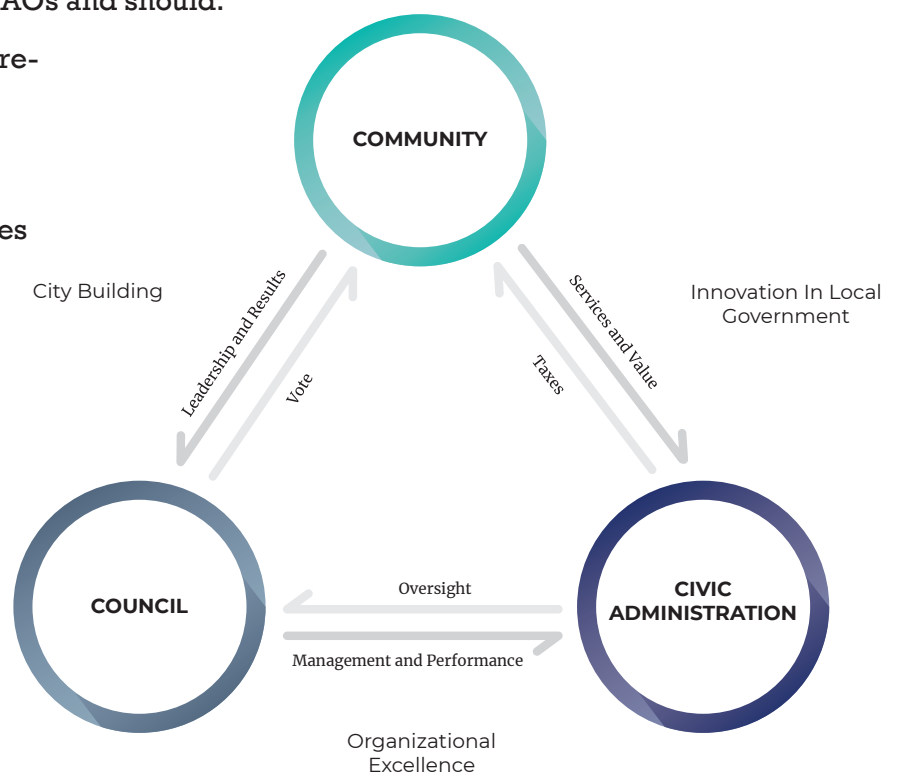


Fig.1. City Council, the community and city administration all play a role in creating effective local government.

Setting the stage for a successful recruitment

The CAO recruitment process should be based on the ultimate goal of good governance for the municipality.

Municipal Councils have a role to ensure peace, order and good governance of their respective municipality. This can cover a wide range of functions, including strategic planning, advocacy, policy development, representation at different levels of government and law-making.

Good governance includes:

- participation
- rule of law in line with municipal powers
- transparency
- responsiveness
- consensus orientation
- equity
- effectiveness and efficiency
- accountability

While a Council's main responsibilities are to set the overall strategic directions and goals for the municipality and to require systems that will monitor success, the CAO plays a different role. As the head of administration, a CAO focuses on Council-directed policy implementation and operational matters. When both parties are working together, these are complementary objectives.

The hiring of a CAO—the only administrative position for which a Council is directly responsible—is one of the key responsibilities of Council and a key component of good governance.

Developing a job description and an interview process based on the concept of good governance helps Council narrow the field of CAO candidates who will be the best fit for their municipality.

Understanding the CAO's role

The *Ontario Municipal Act, Section 229* provides for the establishment of a Chief Administrative Officer (CAO) position as the head of local government administration with duties as listed in Bill 68, *Modernizing Ontario's Municipal Legislation Act, 2017*. These can also include any amendments outlined in the municipality's CAO bylaw.

Essentially, a CAO is responsible to Council to administer the business affairs of the community in accordance with the policies and plans established and approved by Council.

The CAO has a critical responsibility to provide the highest-quality professional advice on behalf of the administration to Council, to enable informed decision making, to mitigate risk and to ensure successful implementation of Council's direction. *Appendix 1* contains a suggested job description of the CAO's duties.

The CAO is accountable to the Mayor and Council. While direct reporting may vary from municipality to municipality, it is important that Councillors agree on how communication should be managed between elected officials and the CAO.

Once a CAO is chosen, a municipality generally passes a bylaw, a sample of which is found in *Appendix 3*.

A CAO is responsible to Council to administer the business affairs of the community

Recruitment of a CAO

Criteria for the recruitment, selection and offer of employment; the terms and conditions of employment and compensation; and the termination of employment are at the discretion of Council.

When the CAO position becomes vacant, Council may consider the following:

- What critical projects are under way and what be the impact of the CAO vacancy on these?
- Who will be involved in the recruitment process?
- Should all Councillors contribute to a CAO core competency listing?
- Should an interim or acting CAO be appointed?
- Should the search for candidates be regional, provincial or national?
- If there is a succession management plan in place, how will internal candidates for the position be managed?
- Is the preference for a change agent CAO to be hired versus a status quo CAO?
- What are the desired qualifications and attributes of the next CAO?

Council may also consider whether the CAO vacancy should be limited to internal, previously identified high-profile candidates. This approach works best in situations where a municipality has demonstrated a robust succession management program that has identified high-potential regional candidates. In this case, candidate skills and competencies are measured against those required for the CAO position and candidates maintained development plans including regular reviews and assessments.

Recruitment options

One of Council's first priorities in a CAO recruitment process is to decide what role Councillors will play in the recruitment and selection of a new CAO.

There are three common options:

- selection committee of Council
- Council as a whole
- Council delegation to the Mayor

Selection committee of Council

A Council may wish to delegate the selection and recruitment process to a smaller committee of Council, usually consisting of the Mayor and chairs of standing committees, or by nominating members of Council to the selection committee.

Councils with more than five members may prefer this option rather than requiring all members be involved in the recruitment process. In this option, the selection committee usually conducts the first and second interviews, and brings a recommendation back to the full Council for approval and ratification.

This option has variations, including having the selection committee conduct interviews and inviting finalist candidates for a final interview prior to a Council vote to hire a new CAO.

Council as a whole

Council may determine that the full Council needs to be included in the recruitment and selection process. This option may work well for Councils with five or fewer members.

Council delegation to the Mayor

Council may choose to delegate the sole authorization for the hiring process and selection to the Mayor. However, this option is not as inclusive as one involving Councillors and may be seen as contrary to the intent of the *Municipal Act*, which states clearly that Council may appoint a CAO.

Council resources for the recruitment and selection of a CAO

Recruiting a CAO can be an in-depth exercise where Councils will want to seek expert guidance, including the services of an:

- executive search firm
- independent HR consultant or CAO recruitment specialist
- internal HR consultant

Executive search firm

Where Council wishes to seek candidates who may not necessarily be actively looking at position advertisements, it may choose to use the services of an executive search firm.

Search firms are usually contracted through an RFP or expression-of-interest process, which is used to identify qualified firms that meet the municipality's stated needs. Requirements for a search firm may include experience recruiting CAO positions, experience in senior-level recruitment in the municipal sector and/or knowledge of the municipality.

An executive search firm works with Council to confirm the CAO profile, position competencies and search strategy. The firm screens prospective candidates and develops a short list of candidates to be interviewed by the appropriate Council members.

A search firm will generally manage all logistics associated with recruitment

Generally, the search firm will manage all logistics associated with the recruitment, including setting up and participating in interviews, conducting reference and background checks, and possibly providing further testing and evaluations as required.

Search firms have the benefit of a large network of contacts, may have a large database of potential candidates from other searches and often have staff resources to assist in process logistics. Councils can expect to pay between 25% and 30% of an annual CAO salary for a successful search. A contract with an executive search firm should include terms to cover instances where the search is unsuccessful.

Independent HR consultant

An independent HR consultant or CAO recruitment specialist can help Council undertake the recruitment and selection of a new CAO. Similar to an executive search firm, the consultant would generally complete similar search strategies and assessments of candidate competencies.

Independent consultants should have experience in this type of recruitment, a proven record of success and follow standard procurement procedures.

Internal HR department

Municipalities may choose to use their internal HR department to conduct the recruitment process for a new CAO. This would typically be done by the HR Director or the person in charge of staffing and recruitment.

Using internal expertise saves municipalities the expense involved in hiring an executive search firm or an independent HR consultant. However, municipalities using internal staff may not benefit from a wide applicant pool, with applicants coming from a wider geographical area (if that is a desired goal). Internal resources may not be able to provide the same number of direct contacts that search firms or independent HR consultants would have.

Where internal HR positions do not exist within the municipality, it is not uncommon to approach neighbouring towns or cities with larger organizations to seek HR support for the recruitment process.

Managing during the CAO vacancy period

When a CAO position becomes vacant or where the CAO has left the employment of the municipality prior to a new CAO being hired, Council may choose one of the following options to fill the position on a temporary basis until such time as a permanent CAO is hired:

- Council may request that a member of the senior management team fulfill the duties of the CAO on acting basis. This person would be a sole contact for the Mayor and Council during the CAO recruitment period.
- Council may request members of the senior management team to rotate into the acting CAO chair for an agreed-upon time.
- Council may enter into a contract to appoint an external interim CAO to perform the duties of the CAO on a full-time, temporary basis until a permanent CAO is hired.

Appointing either an acting or interim CAO allows Council to take the necessary time to determine a more specific mandate for the next CAO and to develop the recruitment and selection process to be used.

Appointing an acting CAO

Appointing an internal candidate to the role of acting CAO may allow an opportunity to test skills and performance that may not ordinarily be obvious. Internal candidates have the local knowledge and, in most instances, assist with maintaining momentum on key projects. On the other hand, Council needs to be aware that appointing an internal acting CAO can create the expectation that the acting CAO is a preferred candidate. If this person is not offered the permanent position, the appointment may create morale issues and tension between the former acting CAO and the newly hired permanent CAO. Council may also choose to have senior management of the municipality rotate through the acting CAO role.

Appointing an interim CAO

When Council feels that a new direction is required, or significant organizational change would benefit the municipality, an appropriate strategy might involve engaging an interim CAO on a temporary contract basis.

Interim CAOs can bring a fresh perspective and offer advice and recommendations for Council consideration. In some instances, difficult decisions can be made by the interim CAO that will

set the stage for a “clean start” by the next CAO. As well, an interim CAO can bring an unbiased perspective to the recruitment process.

CAO position profile and core competencies

CAO candidates must possess a progressive track record of success in a leadership role within a multistakeholder organization. The ideal candidate will have significant and varied leadership and executive experience.

A position profile should be developed and referenced for transparency to Council and the community regarding the attributes desired when recruiting a new CAO. This helps ensure the success of the recruited candidate. *Appendix 1* can be used or modified to meet the unique requirements of any Ontario municipality.

Developing a CAO profile is a consultative process, and should include feedback from all members of Council and, potentially, senior municipal management. The CAO profile forms the basis on which to assess potential candidates at each stage of the recruitment and selection process. Selection committees may also refer to *Appendix 2*.

At this point, the opportunity exists to review the current CAO job description to ensure it is up to date and reflects the work described. *Appendix 3* offers an example.

Lastly, a job posting to attract suitable candidates for the position can be prepared including key points of current municipal strategies and Council objectives, as well as highlights of the CAO profile and competencies.

CAO offer of employment

Employment contracts

Employment contracts are valuable for both parties and can be a basis for developing clear expectations. Serious consideration should be given to establishing upfront terms and conditions of employment, which are documented and acknowledged.

Among other things, an employment contract outlines the rights and responsibilities of both employee and employer, and sets clear expectations for performance.

An employment contract provides a number of important benefits:

- clarity and transparency on the expectations and responsibilities of both parties
- clear parameters on the terms and conditions of employment between the municipality and the CAO
- demonstration that the municipal government is competent and transparent in its only human resource management responsibility — managing the CAO
- fairness and equity by formally documenting the interests of both the municipality and the CAO
- specifics regarding employment details
- referral mechanism if a dispute arises over an aspect of employment
- fostering a positive relationship between the employer and the employee

Employers usually feel that an employment agreement creates an enhanced degree of organization and structure in the work relationship. For employees, an employment agreement can provide a sense of stability and security, especially if the agreement lists the time frame for the period of employment.

Appendix 4 includes a sample contract for reference. This should only be used after seeking the appropriate human resources and legal advice.

Many items in the employment contract are negotiable and subject to unique conditions in each municipality including past practices, precedents, affordability, non-union compensation policy (where it exists or where applicable), and the willingness of Council to attract a candidate.

Notable examples within the employment contract that may vary or represent a menu of options for Councils to consider are:

- **Duration of contract.** Though not a requirement for employment contracts, often CAO contracts are between three and five years, although some contracts may be subject to annual renewal. Councils should consider that restrictive contracts may impact the ability to attract a suitable candidate.

- **Salary.** Typically, the salary range for a CAO is determined using market comparisons. An exception to this may be where the position sits within the municipality's non-union salary structure. A successful candidate's starting salary is subject to negotiation between the CAO candidate and the municipality.

Salary considerations

Factors to consider when determining a CAO salary could include:

- size of municipality
- organization structure and scope of services (tier)
- average family income for residents within the municipality
- number of employees working for the municipality
- operating budget size
- geographic location, employment market, labour pool or market competition within a defined number of kilometres of the municipality

Options for CAO salary may include:

- fixed salary for the duration of the contract
- starting salary with increases determined by the municipality's non-union compensation policies or as negotiated in the employment contract
- eligibility for any Council-approved increases provided across the board for non-union employees
- in cases where a CAO candidate is in receipt of an OMERS pension, negotiation terms to increase the salary equal to the employer's portion of the OMERS contribution; or
- cash in lieu of benefits where the CAO already has a benefit program.

Sample employment contract terms

Employment contract terms may include:

- effective date
- term of agreement
- duties
- adherence to municipal policies
- remuneration inclusive of salary, car allowance, parking
- applicable moving allowance
- professional memberships
- expectation of confidentiality
- vacation/overtime allotments
- termination
- voluntary resignation
- return of property
- severability and financial entitlement
- release and acknowledgement
- assignment of rights
- notices
- applicable law
- recommendation to seek independent legal advice

Non-salary contract options

Notable examples within the employment contract that may vary or represent a menu of options for Councils to consider are:

- A vehicle lease on behalf of the CAO may be an option to a monthly automotive allowance. This is a matter subject to negotiation and preferences of the CAO and the municipality.
- To entice the CAO to move to the municipality, a moving allowance may be provided. This matter would be subject to negotiation between the parties.
- Typically vacation and overtime allotment is negotiated between the parties. Often the municipality will refer to its current policies for vacation and overtime that are provided to non-union employees and/or senior management.

Attachments and schedules to the CAO employment contract

A number of attachments or schedules may be sent with an employment contract, including:

- CAO position description and/or profile
- applicable municipal policies, where applicable, such as non-union compensation, taxable benefit information, benefits policies and pay-for-performance.

Termination options

When hiring, Councils should be sure to consider what would happen in the event a CAO does not work out. While the duration of the employment contract may be sufficient, outlining termination options is also wise.

In cases of termination without cause, it is imperative that these terms of the contract be explicit and detailed so that both the Council and CAO are fully aware of payments that will follow said termination. These requirements call for payments to follow employment standards notice and severance provisions, as well as common law requirements.

Many factors, however, have influenced precedence in recent years such that the above would likely not be sufficient or defensible in terms of a severance payment, unless agreed to by the municipality and the CAO. It is unlikely that a CAO would agree to such a formula.

Severance options have many components and Councils and potential CAOs should seek legal advice before agreeing to a contract. Typical severance provisions in existence in recent years for municipal CAOs include:

- 12 months' notice (typical minimum)
- 12 months' notice plus one month for each completed year of service to a maximum (usually 18 to 20 months for municipalities)

If termination without cause occurs in the first year of the contract, the balance of the contract would be paid out as severance. If termination follows the first year of the contract, a sliding scale would be used to represent severance payments.

For example, in a four-year contract, if termination occurs in the second year, severance could be 18 months; if in the third year, 15 months and the balance paid out; if in the last year, 12 months. In this situation, specific terms would be subject to negotiation and agreement by both parties.

Independent legal advice

CAO employment contracts must provide an opportunity for the CAO to obtain independent legal advice when reviewing and deciding to sign the employment contract.

An employment contract is a legal document that effectively binds the municipality and the CAO to the terms and conditions of employment for the duration of the contract. Both the legal rights of the municipality and the CAO are protected when an employment contract is reviewed by the CAO's independent legal services counsel.

Municipalities may also want to consider using independent legal counsel to negotiate the terms and conditions of the contract with the CAO. A municipality could also use the person in charge of HR, as that person should have sufficient knowledge of employment law requirements to represent the municipality.

CAO performance review

Council's active involvement in evaluating the performance of their CAO is critical. In many ways, this is the highest form of communication between the two parties. Effective performance management can produce:

- a rare opportunity for frank exchanges between the CAO and Council
- an enhanced understanding of the support that both parties need to meet the requirements of their roles and responsibilities
- improved business results
- an empowered and engaged CAO (municipalities can strengthen the engagement of their CAO and their municipal employees by creating a culture of shared accountability for career growth and development and success of the organization)
- Council understanding of the effectiveness and abilities of their CAO (with insight into a CAO's skills and abilities, municipalities can ensure the CAO is getting the direction, feedback and development they need to succeed)
- an opportunity for celebration on reaching mutual goals
- course corrections (if both parties have a different understanding regarding meeting job expectations and objectives, this is the opportunity to discuss and reach mutual agreement for moving forward)

It is a best practice that the head of a municipality to review the performance of the CAO at least annually. This review is often performed by a designated committee of Councillors, who

It's best practice for the head of a municipality to annually review a CAO's performance

sit on a CAO performance review committee that is chaired by the Mayor. Municipal Councils may also elect to conduct the performance review of the CAO in a committee-of-the-whole setting.

Ideally, the performance evaluation should be conducted in a manner generally consistent with the performance evaluation process employed for all senior managers of the municipality. The completed written performance evaluation should be confidential and include goals and expectations for the following year.

Either the senior internal head of HR or an external HR consultant should assist the Council team in managing the review process or gathering confidential feedback from members of Council. More expansive processes can include staff and stakeholders. This is not typical, but can be beneficial for those Council members who do not spend time directly with the CAO.

The responsibilities of a CAO performance review committee often includes:

- establishing the process for the annual review of the performance of the CAO
- orienting members of Council on the CAO performance review process
- recommending changes to the CAO performance review process
- establishing the annual CAO objectives
- establishing an annual professional development plan in cooperation with the CAO
- recommending to Council any changes to CAO compensation, depending on the terms and conditions of the CAO employment contract, following the performance appraisal process

Appendix 5 is included for reference and Councils can also consult the comprehensive *CAO Performance Evaluation Toolkit* recently developed by the Canadian Association of Municipal Administrators (CAMA). Found at camacam.ca, this comprehensive document offers tips and techniques for performance evaluation in a manner that can be scaled to suit any size of municipality.

APPENDICES

Appendix 1

CAO position profile

- A strategic communicator; able to adapt and tailor the conversation/presentation to a variety of audiences and contexts; understands the importance of both formal and informal communications.
- Ability to break down organizational silos and exhibits a strong horizontal style of leadership; leads initiatives across the organization, rather than using the more traditional up-and-down approach.
- Talented broker and strategic negotiator in both an “at the table” sense as well as behind the scenes.
- An entrepreneurial, transformational leader who has the ability to vision and explore innovative service delivery models.
- A bold decision-maker who is not afraid to make a mistake and have the ability to learn from it: track record as a decision-maker; results-oriented and performance-driven; links short-term actions and long-term goals.
- Believes in and drives for results and accountability at all levels; pragmatic, believes in delegating responsibility and holding individuals accountable for results/performance; encourages the establishment of high standards and stresses the importance of continuous improvement; is prepared to ask tough questions and address substandard performance quickly and effectively; assumes responsibility for decisions/results.
- Excellent interpersonal skills, capable of relating effectively to a diverse range of people, personalities and styles (both internal and external); demonstrated ability to work collaboratively with stakeholders across the municipality and in establishing and building relationships with all stakeholder groups; an objective sounding board and voice, able to listen to vested interest groups and make objective recommendations that are best for the municipality; ability to speak the ‘partners’ language and establish an immediate rapport; exhibits integrity and develops trust easily; willingly accepts the trust delegated by Council.
- Exhibits a “boardroom” presence — credible and articulate, able to present and sell concepts and plans to Council, the executive /senior management team and other external stakeholders.
- Track record of building strong teams; demonstrates the ability to energize, motivate and lead an organization to achieve objectives; demonstrates the ability to build a sense of confidence and consensus, and create a positive and constructive work environment; sensitive to team needs, shows honesty and genuine interest in their concerns, avoids arrogance and defensiveness, develops sound solutions or approaches; requests, listens and responds to feedback.

- A solid strategic visionary and implementer of plans; experienced in the development of strategic plans, including operational priorities and associated resource allocation requirements; ability to translate strategic vision into plans for implementation and execution.
- Enhanced analytical problem-solving skills; ability to think critically; a realist who exhibits a common-sense approach to resolving problems.
- High energy level and a self-starter who exhibits high adaptability and flexibility to changing systems, conditions or priorities; responds quickly to requests and meets deadlines and budgets.
- Utilizes a variety of management styles, depending on the situation, with a capacity to facilitate groups through issues; leads by example; action-oriented; generates original and innovative ideas and solutions; has a common improvement perspective; high tolerance for change.
- Has a solid personal awareness and capacity to build an executive /senior management team to capitalize on strengths and minimize limitations.
- Enjoys their role in the community.

Appendix 2

CAO core competencies

Strategic orientation

Links long-range vision and concepts to daily work. Strategic orientation moves from understanding business fundamentals and strategies to a sophisticated awareness of the impact of the external environment on strategies and how external factors affect choices.

Shaping the organization

Works effectively within structures, stakeholders and relationships within the municipality. Identifies the decision-makers and the individuals who can influence them and work with them to achieve objectives. Predicts how new events or situations will affect individuals and groups both within and external to the municipality and utilizes that knowledge to achieve the organization's objectives.

Leadership

Creates and communicates a vision and engages others in its achievement. Demonstrates behaviours that model and support the organization's aspirations and values and ensure its success.

Leading change

Initiates, facilitates or implements change. Helps staff and stakeholders understand what the change means to them, builds a shared vision and provides ongoing guidance and support, which will generate and maintain enthusiasm and commitment to the change process.

Political acuity

Deals with the culture of the municipality. Navigates formal and informal channels and networks with Council, the executive/senior management team, management groups, the media and the private sector.

Innovation

Enhances performance by being creative, promoting new ideas and introducing new solutions or processes.

Communication

Exercises a high degree of interpersonal skill, tact and diplomacy. Has ongoing contact and dialogue with members of Council and various stakeholders at all levels. Engages in external contact with community stakeholders and partners, the provincial and federal governments, the media and related organizations to provide and exchange information and solve problems. Adapts and tailors the conversation/presentation to a variety of audiences and contexts.

Relationship-building

Establishes, builds and maintains strong and reciprocal relationships and a network of contacts to keep a pulse on the municipality's political and internal issues and to make informed decisions. Identifies who to involve and when, and how to involve them, in order to accomplish objectives and minimize obstacles.

Partnering

Creates an organizational environment that is open to alliances and attracting partnerships. Able to strategically identify and then approach potential partners, based on an understanding of "what's in it" for the other partner. Negotiates and manages the strategic nature of alliances and determines when adjustments, fine-tuning or termination of partnerships is required.

Customer-first orientation

Identifies and meets/exceeds the requirements of both internal AND external customers/clients. Places a clear emphasis on service to customer groups:

- recognizes the variety of "customers" within the municipality and at all levels of the organization and accommodates their diverse needs; and
- recognizes the variety of external customers including residents, community groups and other stakeholders.

Results orientation

Shows a desire or drive to achieve or surpass identified goals. Establishes performance objectives and measures to continuously improve performance and the standard of excellence across the municipality. Includes innovative or entrepreneurial behaviour.

Holding people accountable

Ensures others meet objectives and expectations in an appropriate and effective manner. Ensures the performance management process is conducted throughout the year. Provides clear direction, appropriate tools, resources and authority to support success.

Fiscal accountability

Effectively s and optimizes human, financial and physical resources; undertakes qualitative and quantitative measurement assessments; plans and controls resources to maximize results.

Teamwork

Is part of a team and works co-operatively with others. “Team” is broadly defined as any task- or process-oriented group or individuals working toward a common goal.

Appendix 3

A sample CAO bylaw schedule

Schedule “A”

to Bylaw Number [xxxxxx]

General Duties, Roles and Responsibilities

Introduction

The Chief Administrative Officer (CAO) shall carry out the general duties, roles and responsibilities set out herein in accordance with any and all relevant and applicable by-laws, resolutions, policies and guidelines that may be enacted or directed from time to time by Council.

Nothing contained in this document shall be deemed to empower the CAO to perform, do or direct any act which shall in any manner or extent whatsoever encroach upon the legislative powers of Council.

1. General Duties and Responsibilities

Subject to the provisions of the Municipal Act, and as herein provided, the duties and responsibilities of the CAO shall be as follows:

- a. To report to, be accountable to, and receive authority from the Council of the Corporation of the (insert municipality) and to perform his/her duties in conformity with Council decisions;
- b. To coordinate, lead and direct the Executive Team/Senior Management Team in the administration of the business affairs of the Corporation;
- c. To delegate appropriate duties and responsibilities to the Executive Team/Senior Management Team within the organizational structure for the purpose of establishing an efficient and effective administrative structure;
- d. To be responsible for motivating and developing the skills of the Executive Team/Senior Management Team members and fostering productivity, professionalism, adherence to the corporate values and open communications;

- e. To provide hands-on direction and assistance in planning and implementing difficult and complex tasks which may cover a number of departmental disciplines and which require the co-ordination and co-operation of the various departments;
- f. To provide information and advice, in co-operation with the Executive Team/Senior Management Team, as required or as might be useful to Council for purposes of decision making and by-law approvals;
- g. To attend meetings of City Council, Planning Council and Committees of Council as required or as delegated, with the right to speak, but not to vote. The CAOs right to attend exclude matters specific to CAO Contract and Councils deliberation of the results of the CAO Performance Appraisal Process;
- h. To present to Council, in co-operation with the Executive Team/Senior Management Team, reports and information regarding progress and accomplishments of programs and projects, the status of revenue and expenditures and the general administrative management of the Corporation;
- i. To direct the co-ordination of all policy decisions of Council and deal with matters arising from Councils decisions in accordance with such established policies without further reference to Council except to regularly report to Council upon the actions taken through the established reporting systems of Council and Committee or as specifically directed by Council;
- j. To guide the strategic process as established by Council for the Corporation which includes the development of corporate implementation plans;
- k. To attend to the interests of the Corporation on federal, provincial, regional or local municipal intergovernmental issues and with boards, agencies and commissions at the administrative level;
- l. To perform any additional responsibilities and to exercise the powers incidental thereto which may, from time to time, be assigned to the CAO by Council.

2. Human Resource Management and Administration

- a. To advise Council as to the appointment, promotion, demotion, suspension or dismissal of an Executive Team/Senior Management Team member reporting directly to the CAO;
- b. To have authority and responsibility to appoint, promote, demote, suspend or dismiss any employees of the Corporation below the Executive Team/Senior Management Team in accordance with the lines of authority defined in the organizational structure;
- c. To have authority to appoint, promote, demote, dismiss any other employees of the Corporation in accordance with procedures contained in all collective agreement and in accordance with the lines of authority that are defined in the organizational structure;

- d. To oversee the collective bargaining process with all unionized Corporation employees and to recommend to Council collective agreements concerning wages, benefits, and terms of service and upon approval of Council, to direct the administration of such collective agreements;
- e. To administer all salaries and performance review of employees who are subject to the supervision of the CAO, within the limitation of any salary plan or salary contract agreement, in consultation with Council, as required; and
- f. To carry out an annual performance evaluation of all Executive Team/Senior Management Team members recognizing achievements, correcting deficiencies and improving overall individual or departmental performance in consultation with Council, as required.

3. Financial Management

- a. To direct, in co-operation with the Chief Financial Officer/Treasurer and the Executive Team/Senior Management Team, the preparation and presentation of operating and capital budgets on an annual basis;
- b. To exercise financial control over all Corporate operations in conjunction with the Chief Financial Officer/Treasurer, to ensure compliance with the annual estimates of revenue and expenditure approved by Council;
 - i. to adjust staffing levels to maintain the level of Council approved programs and services provided that no new costs are incurred in the current or subsequent budget years;
 - ii. where, as a result of emerging priorities (e.g. provincial initiatives, changing community priorities, Council direction) that result in the need to introduce new programs or increased service levels, or to increase staffing levels that add cost to the current or subsequent budget years, to secure Council approval;
 - iii. where service level or program reductions are contemplated, to secure Council approval;
- c. To direct the review of fiscal policy and its management;
- d. To approve all purchasing with authority to enter into contracts;
- e. To approve all tenders and quotation awards where funds are provided in the budget and established purchasing policies have been observed; and
- f. To approve all tenders and quotation awards when Council is unavailable, where funds are provided in the budget and established purchasing policies have been observed.

4. Administrative Organization and Management

- a. To create and re-organize, in consultation with the Executive Team/Senior Management Team, such departments of the City as may be considered necessary and property to fulfil obligations for the Corporation, and will report to Council on the changes;
- b. To annually meet with Council to review and assess performance during the past year and review and discuss the salary and benefit provisions as well as priorities to be pursued during the following year; and
- c. To hold office at the pleasure of Council for the agreed upon term. Council may, in its sole discretion, suspend or dismiss the CAO subject to compliance with any statutory requirements or contractual agreements, and subject to the right of the CAO to a hearing before Council or such Committee therefore as Council may by by-law authorize in respect of such suspension or dismissal, if so requested by the CAO.

Appendix 4

Sample employment contract

EMPLOYMENT AGREEMENT

BETWEEN:

NAME:

(Hereinafter called the “Employee”)

And

THE CORPORATION of Region/City/Town/County

(Hereinafter called “the Employer”)

WHEREAS the *Municipal Act*, S.O. 2001, as amended, authorizes a municipal council to appoint a Chief Administrative Officer (“CAO”);

AND WHEREAS the Employer wishes to employ the Employee and the Employee wishes to accept this employment with the Employer as its Chief Administrative Officer (CAO);

NOW THEREFORE, in consideration of mutual covenants set out in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties covenant and agree as follows:

1. Effective date and term of agreement

1.01 Subject to the provisions for earlier termination as hereinafter provided, the term of this Agreement shall begin on **[Insert Date]** and shall terminate at midnight on **[Insert Date]** (to represent length of contract such in years).

1.02 The Employer and the Employee shall give consideration to the renewal of this Agreement during its final year. Each party shall advise the other not later than the last day of **[Insert Date]** (date that is 60 days in advance of the last day of contract) whether or not they wish to extend or renew this Agreement. The Parties shall thereafter meet to determine the terms, if any, under which they might be willing to extend or renew this Agreement, but neither party shall be obligated to agree to any such renewal or extension and may terminate any renewal discussions at any time in their absolute discretion.

1.03 The term of this Agreement cannot be extended or renewed without a further Agreement in writing under which this Agreement is extended or renewed.

1.04 In the event that the Employer does not wish to exercise its option to renew this Agreement or the Parties cannot agree upon the terms and conditions for the renewal, the Agreement shall terminate at the expiration of the existing term and the Employee will be entitled to receive notice in accordance with Clause 7.02.

2. Duties

2.01 The duties of the Employee shall be those duties set forth in the *Municipal Act* and any amendments thereto, and those duties set forth in [Region/City/Town/County] By-law Number [xxxx], and such other duties as Council may, from time to time, assign. The Employee shall report to the Mayor and City Council.

2.02 The Employee undertakes to fully and faithfully discharge the duties and responsibilities of the Chief Administrative Officer to a high standard of professional competence.

2.03 The Employee will devote the whole of his/her time, effort and attention to the business and well-being of the Corporation of the [Region/City/Town/County]. Without limiting the generality of the foregoing, the Employee:

- i. will not engage in or accept any office or position or business that might interfere with the business and well-being of the Employer, except with the prior written consent of Council; and
- ii. will not engage in or accept any office or position or business for gain, except with the prior written consent of Council.

2.04 At the initiative of the [Mayor/Regional Chair/Warden] of the [City/Region/Town/County], the performance of the Chief Administrative Officer shall be reviewed annually, at a minimum, by a designated committee of Councillors, inclusive of the Mayor as Chair of said committee. The performance evaluation shall be conducted in a manner generally consistent with the performance evaluation process employed for all senior management of the Employer. The completed written performance evaluation shall be confidential and it shall include goals and expectations for the following year.

3. City policies

3.01 Except as specifically provided for in this Agreement, the terms and conditions of the Chief Administrative Officer's employment shall be governed by the Employer's human resource policies and practices.

4. Remuneration

Salary

4.01 Effective [insert date], the Employer will pay the Employee an annual salary of [insert amount] (subject to any deductions required under the Employer's policies, OMERS and relevant bylaw). The Employee's salary will be reviewed annually to ensure that the range remains competitive at a Council-approved committee (i.e., if a Council should approve a competitive position at all). Future increases where required to maintain the Council-approved competitive position will be reviewed and approved by Council.

The Parties further agree that if the municipality implements a pay-for-performance program, then the Employee would be eligible to participate in this program.

The Employee will move through the salary range annually on the anniversary date of the appointment to the CAO position, subject to satisfactory performance (as indicated earlier, a CAO and Council could agree to a fixed annual salary for the duration of the contract, in which case the above would not apply).

Benefits

4.02 The Employee will be entitled to participate in all health, disability, insurance and any other employee benefit plans and programs of the Employer in effect for senior staff in accordance with the terms of those plans and policies and which may be subject to change by the Employer from time to time.

Automotive allowance

4.03 The Employee will receive an automotive allowance of [Insert Data] per month as compensation for the use of his/her personal vehicle for business purposes. This allowance will be reviewed and updated on a yearly basis in accordance with the Employer's automotive expense reimbursement policy.

Parking

4.04 The Employee will be provided with a reserved parking space for one vehicle.

Moving allowance

4.05 The Employee shall be provided with a one-time moving allowance to recompense the Employee for costs related to his/her relocation to the [Region/City/Town/County].

These costs may include but are not limited to the sale and purchase of homes, temporary relocation and moving costs. The payment of this one-time moving allowance will be made in accordance with the following schedule:

- A maximum [Insert Data] if the Employee's residency in [Region/City/Town/County] commences within the first [Insert Data] months of this Agreement, OR
- A maximum of [Insert Data] if the Employee's residency in [Region/City/Town/County] commences after the first [Insert Data] months and before the first [Insert Data] months of this Agreement.

The Employee shall provide receipts proving any such expenses to the satisfaction of the Treasurer. In the event that the employment of the Employee is terminated for cause or as a result of his/her resignation, during the first two (2) years following the payment of such allowance, the said moving allowance shall be fully refunded by the Employee.

Professional memberships

4.06 The Employer agrees to maintain at no cost to the Employee, his/her membership in the following professional organizations:

[Insert Data]

5. Confidentiality and contract details

5.01 It is understood that the salary range of this position and policies governing benefits for management employees of the Employer are a matter of public record. The Employee acknowledges that this contract may be subject to an access request under the *Municipal Freedom of Information and Protection of Privacy Act*, and that those provisions of the agreement that are not deemed to be personal information will be released by the Employer. Prior to releasing any details of this contract that are not deemed to be personal information, the Employer shall first inform the Employee of its intention to do so.

6. Vacation and overtime

6.01 The Employee will be entitled to [Insert Data] weeks of paid vacation per year of employment.

6.02 The Employee will not be compensated for any overtime save and except the Employee will be entitled to one (1) week in lieu of all overtime worked in a year, in accordance with the [Region/City/Town/County] compensation policy for senior management.

7. Termination

(A) With cause

7.01 The Employer may terminate the Employee's position, without notice, at any time, for "just cause." The Employee's employment and rights under this Agreement shall terminate on the day that notice of termination is delivered. Upon termination for just cause, the Employee shall be paid all unpaid salary owing to the date of termination. No further payments will be made by the Employer and all of the Employer's obligations under this Agreement shall cease.

(B) Without cause

7.02 At any time during the term of this Agreement, the Employer may, at its sole discretion, terminate the Employee for any reason, without cause. If the Employee's employment is terminated in accordance with this provision, the Parties agree as follows:

- i. the Employer will continue to pay the Employee's base salary for a period of [Insert Data] months, plus one (1) month for each year completed during the term of this Agreement up to a maximum of [Insert Data] months. This payment will be made from the date of termination, payable in biweekly instalments on the normal payroll day;
- ii. with the exception of short-term and long-term disability benefits, and the automotive allowance, the Employer will continue the Employee's employment benefits, including pension contributions, throughout the notice period in which the Employer continues to pay the Employee's salary. The Employer will continue the Employee's short-term and long-term disability benefits as per the minimum requirements set out in the *Employment Standards Act, 2000*. The automotive allowance will cease on the effective date of termination;
- iii. all payments provided under this paragraph will be subject to all deductions required under Employer's policies and by law; and
- iv. any future entitlement to salary continuation terminates immediately upon the death of the Employee.

(C) Voluntary resignation

7.03 The Employee may voluntarily resign from his/her position as Chief Administrative Officer by providing the Employer with at least eight (8) weeks' written notice. Upon being provided with said notice of resignation, the Employer may, by Resolution, waive or reduce this period and may require the Employee to cease work at any point within the eight (8) week period. Upon receiving the Employee's notice of resignation, the Employer will pay the Employee all unpaid salary to the proposed date of resignation.

8. Return of property

8.01 All equipment, material, written correspondence, memoranda, communication, reports or other documents pertaining to the business of the Employer used or produced by the Employee in connection with his/her employment, or in the Employee's possession or control, shall at all times remain the property of the Employer. The Employee shall return all property of the Employer in his/her possession or control in good condition within one (1) week of a request by the Employer, or within one (1) week of the termination or resignation of the Employee.

9. Entire agreement

9.01 This Agreement constitutes the entire Agreement between the Employee and the Employer. This Agreement may not be modified or amended except in writing by Resolution of the Employer with the agreement of the Employee.

10. Severability

10.01 If any provision of this Agreement is held to be illegal, invalid or unenforceable by any competent authority, such illegality, invalidity or unenforceability shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement.

11. Release and acknowledgement

11.01 The Employee acknowledges and agrees that the consideration contained in this Agreement is inclusive of any and all compensation, payments, notice, pay in lieu of notice or severance payments to which he/she may be entitled under the *Employment Standards Act, 2000* and any other applicable legislation, common law or otherwise. The Employee further acknowledges and agrees that the consideration herein is fair and reasonable. The Employee agrees that upon any termination of his/her employment by the Employer, the Employee shall have no cause of action, claim or demand against the Employer, including its successors, predecessors and all affiliated entities, and the Mayor, Councillors, Officers, Directors, Employees and agents thereof, as the case may be, for any matter related to the Employee's employment or the termination of or resignation from said employment. Furthermore, the Employee hereby releases and discharges the Employer, including its successors, predecessors and all affiliated entities, and the Mayor, Councillors, Officers, Executive Directors, Employees and agents thereof, as the case may be, from any and all liability related to his/her employment on the termination of or resignation from said employment other than for his/her entitlements as set out herein, including wrongful dismissal.

12. Assignment of rights

12.01 The rights and obligations of the Employer under this Agreement shall pass and be binding upon its successors. The Employee's rights under this Agreement are not assignable or transferable in any manner without the consent of the Employer.

13. Notices

13.01 Any notice required or permitted to be given to the Employee shall be sufficiently given if delivered to the Employee personally, delivered by facsimile transmission (with confirmation of receipt) or if mailed by ordinary or registered mail to the Employee's address last known to the Employer. Service shall be effective on the fifth day after mailing.

13.02 Any notice required or permitted to be given to the Employer shall be sufficiently given if delivered or mailed to the Mayor or Clerk by ordinary or registered mail to the [Region/City/Town/County] and shall be effective on the fifth day after mailing.

14. Applicable law

14.01 This Agreement shall be governed by and construed in accordance with the laws applicable in the Province of Ontario by a court of competent jurisdiction.

15. Independent legal advice

15.01 the Employee acknowledges that he/she has had the opportunity to obtain independent legal advice before executing this Agreement and acknowledges that he/she fully understands the nature of the Agreement, which the Employee voluntarily enters into. The Employer agrees to compensate the Employee, up to a maximum of five hundred (\$500.00) dollars, for the cost of legal advice obtained by him/her in this regard.

DATED at _____ this *[Insert Data]* day of *[Insert Data]*, *[Insert Data]*.

SIGNED, SEALED AND DELIVERED

The Employee

Witness

Mayor

City Clerk

Appendix 5

Sample performance evaluation formats

CAO performance review—sample 1

Review to be completed by the CAO and distributed to members of Council for advance review.

Review to be followed by a meeting to be set with the CAO and Council for full discussion.

A—Achieved **PA**—Partially Achieved **NA**—Not Achieved

Performance Targets/ Measurement Criteria	A/PA	NA	Comments
CORPORATE DIRECTIONS/PRIORITIES			
1. Financial a. b. c.			
2. Employee Development a. b. c.			
3. Economic Development a. b. c.			

Performance Targets/ Measurement Criteria	A/PA	NA	Comments
4. Development/Growth a. b. c.			
5. Corporate Effectiveness/Pro- ductivity a. b. c.			
6. Asset Management a. b. c.			
7. Intergovernmental Initiatives a. b. c.			
8. Municipal Governance a. b. c.			
9. Other Priorities a. b. c.			

DEPARTMENT/DIVISION OBJECTIVES			
Performance Targets/ Measurement Criteria	A/PA	NA	Comments
10. Department NAME a. b. c.			
11. Department NAME a. b. c.			
12. Department NAME a. b. c.			
13. Department NAME a. b. c.			

CAO performance review—sample 2

Completed by individual members of Council and results compiled into one summary for full discussion with the CAO and Council.

COMPETENCY RATING	↓ Please indicate your evaluation	
1. Communication with Council, including effective, written and oral presentation and openness to Mayor and Council feedback and/or direction	Exceeds Expectations	3
	Meets Expectations	2
	Fails to Meet Expectations	1
	Unable to Rate	0
2. Implementation of Council policy and assists Council in the development of annual and long-range goals of the Corporate Strategic Plan	Exceeds Expectations	3
	Meets Expectations	2
	Fails to Meet Expectations	1
	Unable to Rate	0
3. Staff support for Council; anticipates and provides reports and recommendations as required by Council	Exceeds Expectations	3
	Meets Expectations	2
	Fails to Meet Expectations	1
	Unable to Rate	0
4. Council-Staff relations/political acuity; putting information and skills together to better guide choices in order to accomplish goals and objectives	Exceeds Expectations	3
	Meets Expectations	2
	Fails to Meet Expectations	1
	Unable to Rate	0
5. Staff relations; demonstrates leadership and promotes professional staff performance	Exceeds Expectations	3
	Meets Expectations	2
	Fails to Meet Expectations	1
	Unable to Rate	0
6. Financial planning and administration; prepares and administers annual budget, which maintains a multi-year vision	Exceeds Expectations	3
	Meets Expectations	2
	Fails to Meet Expectations	1
	Unable to Rate	0
7. Personal professional development; strives to maintain current knowledge and skill levels.	Exceeds Expectations	3
	Meets Expectations	2
	Fails to Meet Expectations	1
	Unable to Rate	0
8. Effective delivery of municipal services and community relations	Exceeds Expectations	3
	Meets Expectations	2
	Fails to Meet Expectations	1
	Unable to Rate	0

ACCOMPLISHMENTS/OBJECTIVES
9. Has the CAO accomplished or worked toward accomplishing the goals established by Council? Why or why not?
10. Based upon your overall evaluation of the CAO, what areas would you list as to their strengths?
11. Based upon your evaluation what areas would you suggest the CAO work on to improve skills and to be more effective in specific areas or situations?
12. What are the major objectives you believe the CAO needs to focus on for the coming year?
13. Final comments

Evaluator Name: _____

Date: _____

Solid advice for recruiting and working with your CAO

Build a successful Council/CAO relationship

Intended for elected officials, Human Resource Directors, and CAOs, this handbook is a practical how-to guide for the recruitment, employment and performance review process for the CAO or City/Region/Town/County Manager.

Based on the concepts of clarity, fairness, equity, transparency and fiscal responsibility, you'll be supported through every step from recruiting through termination.

You will find the guidance you need

- Proven recruitment process for the CAO
- Develop a clear understanding of roles and responsibilities
- Suggestions, forms and alternatives you'll need to set contractual terms
- Options and best practices for CAO performance evaluations



Staff Report PL2022-009

Title of Report: PL2022-009-Flato Glenelg Part Lot Control By-law
Department: Clerks
Branch: Planning Services
Council Date: February 16, 2022

Recommendation:

Be it resolved that Council receive Staff Report PL2022-009 for information; and

That Council consider approval of By-law 2022-024.

Subject Lands:

The Township is in receipt of a request from Flato to remove certain lands from Part Lot Control in the recently approved plan of subdivision known as Flato North. The developers would like to create the individual lots for the Townhouse blocks, being blocks 119, 120, 121, 122, 123 and 124 on registered plan 16M85.

The foundations have been poured and surveyed and a reference plan has been attached as attachment 1 to this report. A general location map is shown below.



Staff Comments:

A part lot control by-law is a fairly standard practice in many municipalities that choose to include semi-detached and townhouse development within plans of subdivisions. In this case, blocks 119 to 124 (among others) have been zoned for townhouse structures and made sufficiently large to accommodate the development of the lots as townhouse units. This includes the provision of separate services to the units. These lots are then surveyed once the foundation is constructed, and a part lot control by-law passed to allow for the sale of each part of the lot to the prospective purchasers. This effectively creates the new lots for the individual townhouse units.

This was anticipated from the beginning of the development and the lands are zoned accordingly. The zoning for the lands is R3-379 which would specifically allow for the development of townhouse units on the lots proposed for removal of part lot control.

Concluding Comments:

Based on my review of the file and information provided, the proposed part lot control by-law conforms to the Plan of Subdivision as approved and the current provisions of the R3-379 zone. It is therefore, recommended that the part lot control by-law be approved and forwarded on to the County of Grey.

Respectfully Submitted,

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



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

Attachments:

1. Draft Reference Plan

METRIC: DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

DATE _____, 2022.

DAN DZALDOV
ONTARIO LAND SURVEYOR

PLAN 16R-

RECEIVED AND DEPOSITED

DATE _____

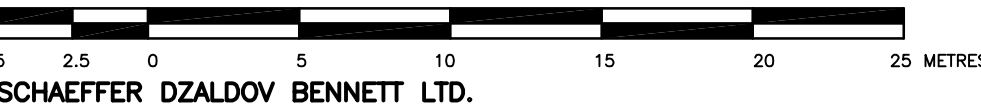
REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF GREY No. 16

SCHEDULE

PART	BLOCK	REGISTERED PLAN	PIN	AREA (m ²)
1	ALL OF 119	16M-85	ALL OF 37267-0569	240.0
2				195.1
3				195.1
4				195.1
5				195.1
6				239.8
7				239.8
8	ALL OF 120		ALL OF 37267-0570	195.1
9				195.1
10				195.1
11				230.7
12				9.4
13	ALL OF 123		ALL OF 37267-0571	240.1
14				195.1
15				195.1
16				195.1
17				239.8

PART 12 - SUBJECT TO EASEMENT IN GROSS AS IN INST. No. GY213371.

PLAN OF SURVEY OF
BLOCKS 119, 120 AND 121
REGISTERED PLAN 16M-85
TOWNSHIP OF SOUTHGATE
COUNTY OF GREY
SCALE 1:250



SCHAEFFER DZALDOV BENNETT LTD.

ATCHISON AVENUE
(DEDICATED BY REGISTERED PLAN 16M-85)

CORETT STREET
(DEDICATED BY REGISTERED PLAN 16M-85)

DOUG LOUGHEED AVENUE
(DEDICATED BY REGISTERED PLAN 16M-85)

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 29TH DAY OF NOVEMBER, 2021.

DATE : JANUARY 18, 2022.

DAN DZALDOV
ONTARIO LAND SURVEYOR



SCHAEFFER DZALDOV BENNETT LTD.
ONTARIO LAND SURVEYORS

64 JARDIN DRIVE CONCORD, ONTARIO L4K 3P3 TEL:(416)987-0101

DRAWN ACAD/LW CHECKED WMF SCALE 1:250 JOB NO 16-342-50

DWG NO 16-342-50_BLOCK 119

**The Corporation of the Township of Southgate
By-law Number 2022-024**

**being a by-law to remove certain lands from Part Lot Control in the
Township of Southgate**

Whereas pursuant to the provisions of Section 50(7) of the Planning Act, RSO 1990, as amended, it is provided that a municipal Council may by bylaw provide that Subsection (5) does not apply to land that is within such registered plan or plans of subdivision or parts of them as are designated in the by-law;

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

1. That subsection (5) of Section 50 of the Planning Act R.S.O 1990, as amended, does not apply to the following parcels of land:

- i. Blocks 122, 123 and 124 on Registered Plan 16M85 (Schedule A)
- ii. Blocks 119, 120 and 121 on Registered Plan 16M85 (Schedule B)

2. That pursuant to Subsection 50 (7.3) of the Planning Act R.S.O 1990, c.13 as amended, this by-law shall expire two (2) years from the date of approval by the County of Grey, unless it shall have, prior to that date, been repealed or extended by the Council of the Corporation of the Township of Southgate and approved by the County of Grey, and

3. That this by-law shall come into force and take effect upon being approved by the County of Grey.

Read a first, second, and third time and finally passed this 16th day of February 2022.

John Woodbury, Mayor

Lindsey Green, Clerk

SCHAEFFER DZALDOV BENNETT LTD.

PLAN 16R-

RECEIVED AND DEPOSITED

DATE _ _ _ _ _ 2022

DATE _____

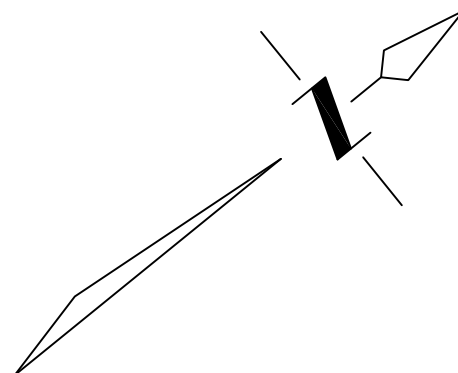
DAN DZALDOV
ONTARIO LAND SURVEYOR

REPRESENTATIVE FOR LAND REGISTRAR FOR THE
LAND TITLES DIVISION OF GREY No. 16

SCHEDULE

PART	BLOCK	REGISTERED PLAN	PIN	AREA (m ²)
1	ALL OF 122		ALL OF 37267-0572	64.5
2				175.5
3				19.5
4				175.5
5				19.5
6				175.5
7				19.5
8				175.5
9				9.0
10				186.1
11				9.0
12				230.8
13	ALL OF 123	16M-85	ALL OF 37267-0573	215.8
14				24.0
15				175.5
16				19.5
17				175.5
18				19.5
19				175.5
20				19.5
21				175.5
22				64.5
23				175.5
24				64.5
25	ALL OF 124		ALL OF 37267-0574	175.5
26				19.5
27				175.5
28				19.5
29				175.5
30				19.5
31				175.5
32				19.5
33				226.0
34				9.0
35				4.7

PARTS 1, 3, 5, 7, 9, 24, 26, 28, 30, 32 AND 34 -
SUBJECT TO EASEMENT IN GROSS AS IN INST. No. GY213289.
PART 35 - SUBJECT TO EASEMENT IN GROSS AS IN INST. No. GY213371



ATLANTIC AVENUE
(DEDICATED BY REGISTERED PLAN 16M-85)

MACKENZIE STREET
(DEDICATED BY REGISTERED PLAN 16M-85)

CORBETT STREET
DEDICATED BY REGISTERED PLAN 16M-85

FENNELL STREET
(DEDICATED BY REGISTERED PLAN 16M--85)
PIN 37267--0598

DOC LOUGHEED AVENUE
(DEDICATED BY REGISTERED PLAN 14M-85)

NOTES

■	DENOTES	FOUND MONUMENT
□	"	PLANTED MONUMENT
SSIB	"	SHORT STANDARD IRON BAR
IB	"	IRON BAR
D.U.C.	"	DWELLING UNDER CONSTRUCTION
922	"	SCHAEFFER DZALDOV BENNETT LTD
P	"	REGISTERED PLAN 16M-85
P	"	PLAN 16R-11591
M	"	MEASURED
PL	"	PART LIMIT WITHIN DEMISING WALL

ALL MEASUREMENTS TO DWELLINGS ARE TAKEN TO CONCRETE FOUNDATIONS.
ALL FOUND MONUMENTS ARE NUMBERED 922.
ALL PLANTED MONUMENTS ARE IB'S UNLESS NOTED OTHERWISE.

BEARINGS ARE UTM GRID, DERIVED FROM SPECIFIED CONTROL POINTS
00820048005 AND 00820040077, UTM ZONE 17, NAD83 (ORIGINAL).

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID E
MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999554

SPECIFIED CONTROL POINTS (SCPs): UTM ZONE 17, NAD83 (ORIGINAL) COORDINATES TO URBAN ACCURACY PER SEC. 14(2) OF O.R.G. 216/10		
POINT ID.	NORTHING	EASTING
SCP 00820048005	4891973.332	594919.207
SCP 00820040077	4891465.608	550108.008

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH
CORNERS OR BOUNDARIES SHOWN ON THIS PLAN

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON THE 21ST DAY OF DECEMBER, 2021

DATE : JANUARY 18, 2022.

DAN DZALDOV
ONTARIO LAND SURVEYOR



SCHAEFFER DZALDOV BENNETT LTD.
ONTARIO LAND SURVEYORS

64 JARDIN DRIVE		CONCORD, ONTARIO L4K 3P3		TEL.(416)987-0101	
	DRAWN ACAD/LW	CHECKED WMF	SCALE 1:250	JOB NO 16-342-50	

DWG NO 16-342-50 BLOCK 12

METRIC: DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

DATE _____, 2022.

DAN DZALDOV
ONTARIO LAND SURVEYOR

PLAN 16R-

RECEIVED AND DEPOSITED

DATE _____

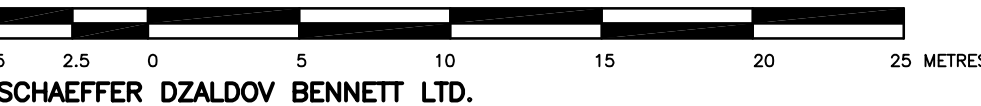
REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF GREY No. 16

SCHEDULE

PART	BLOCK	REGISTERED PLAN	PIN	AREA (m ²)
1	ALL OF 119	16M-85	ALL OF 37267-0569	240.0
2				195.1
3				195.1
4				195.1
5				195.1
6				239.8
7				239.8
8	ALL OF 120		ALL OF 37267-0570	195.1
9				195.1
10				195.1
11				230.7
12				9.4
13	ALL OF 123		ALL OF 37267-0571	240.1
14				195.1
15				195.1
16				195.1
17				239.8

PART 12 - SUBJECT TO EASEMENT IN GROSS AS IN INST. No. GY213371.

PLAN OF SURVEY OF
BLOCKS 119, 120 AND 121
REGISTERED PLAN 16M-85
TOWNSHIP OF SOUTHGATE
COUNTY OF GREY
SCALE 1:250



SCHAEFFER DZALDOV BENNETT LTD.

ATCHISON AVENUE
(DEDICATED BY REGISTERED PLAN 16M-85)

CORETT STREET
(DEDICATED BY REGISTERED PLAN 16M-85)

DOUG LOUGHEED AVENUE
(DEDICATED BY REGISTERED PLAN 16M-85)

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- THE SURVEY WAS COMPLETED ON THE 29TH DAY OF NOVEMBER, 2021.

DATE : JANUARY 18, 2022.

DAN DZALDOV
ONTARIO LAND SURVEYOR



SCHAEFFER DZALDOV BENNETT LTD.
ONTARIO LAND SURVEYORS

64 JARDIN DRIVE CONCORD, ONTARIO L4K 3P3 TEL:(416)987-0101

DRAWN ACAD/LW CHECKED WMF SCALE 1:250 JOB NO 16-342-50

DWG NO 16-342-50_BLOCK 119

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

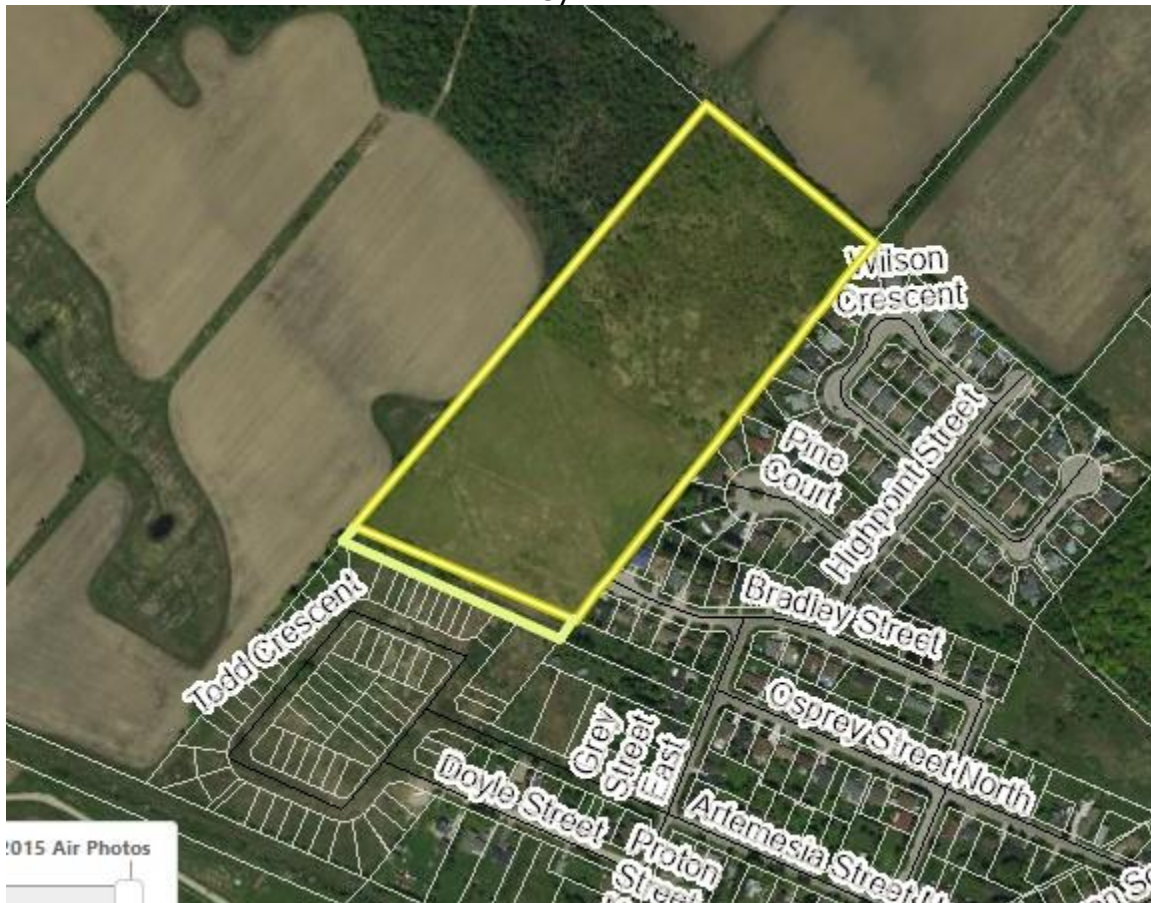
Staff Report PL2022-010

Title of Report: PL2022-010-C27-18 White Rose Phase 3 Zoning
Department: Clerks
Branch: Planning Services
Council Date: February 16, 2022

Recommendation:

Be it resolved that Council receive Staff Report PL2022-010 for information; and
That Council consider approval of by-law 2022-026.

Property Location: Pt Lot 227, Con 2 SWTSR Geographic Township of Proton
Key MAP



The Subject Lands

The subject lands are described as Pt Lot 227, Con 2 SWTSR in the Geographic Township of Proton, Township of Southgate. The lands are approximately 8.79 ha (21.73 acres) in size. 4.37 ha (10.80 acres) of wetland are located on the northeastern portion of the lot. The lot has accesses from Bradley Street and Todd Crescent in Dundalk.

The Proposal

The proposal is for an eighty-six to eighty-eight (86-88) unit plan of subdivision (Attachment 1). The County file for this subdivision proposal is 42T-2018-08. The lots will consist of 12- 40ft lots, 18- 30ft lots, 24 Townhouse units and 24 units in a seniors block, and 8 to 10 future seniors units in a block. The zoning bylaw would implement the subdivision by providing relief from the various zoning provisions within the Residential Type 1 and Residential Type 3 zones.

The surrounding land uses consist of agricultural to the North, A residential subdivision to the East and South, and agricultural lands to the west.

Background

An application was submitted in 2018 and was deemed incomplete at that time as additional information was required. An updated draft plan and studies have been prepared and resubmitted under the old zoning application C27-18 and the application was deemed complete in 2020.

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

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

<https://www.southgate.ca/en/municipal-services/planning-applications-public-notice.aspx#Revised-Submission>

The comments received from agencies include:

Bruce Telecom has no concerns

Grey Bruce Health Unit has no concerns at this time.

Grey County indicates that provided the comments raised by the conservation authority are incorporated into the draft plan of subdivision, County planning staff have no concerns. Grey County Transportation

Services have requested a traffic impact study be completed. At this time, staff have generally no concerns with the proposed zoning by-law amendment related to subdivision application 42T-2018-08. Staff will continue to work with the Township along with the consultant to address additional planning matters pertaining to the subdivision proposal.

Historic Saugeen Metis has no concerns.

Hydro One has no concerns.

The Grand River Conservation Authority has no objection to the proposed subdivision and zoning applications provided that conditions are added as part of the Draft Plan conditions. These conditions have been incorporated into the suggested draft plan condition #17.

The comments from the public include:

Carolyn Keir is concerned that the existing subdivision won't be finished before work starts on the new one. She is also concerned about increased Traffic on Todd Crescent.

Nancy Malloy would like the green space between the two properties to be maintained as a buffer from sand and dust. She would also like the developer to finish the subdivision.

Silvia Watt would like the developer to complete the existing subdivision first.

Pam Burgess is concerned with the high-water table in the area.

Amy King is concerned about trucks along Artemisia Street and Traffic coming through the subdivision and the safety of the existing families living there. She is also concerned about the site condition of the existing subdivision.

Staff comments:

Comments relating to the existing subdivision and its level of completion do not meet the planning act test of being a valid planning concern for the

proposal as they do not relate or inform the Township on any aspect about the draft plan proposal that is unsatisfactory.

The issue of Traffic increasing on Todd Crescent and safety concerns of Children at play are valid concerns and have been assessed. It is anticipated that the main access for the new subdivision will be from Bradley Street and not Todd Crescent. Stop signs and the 40km/hr speed limit will also provide and increased level of safety within Dundalk.

The concern regarding keeping the green space to reduce dust and dirt from effecting the existing residents unfortunately can not be fully accommodated. The proposal is to use all of the lands including that strip for development. The Subdivision agreement will have dust control measures in it. It would also be advantageous to develop the lots that are closest to the existing subdivision first, so that in future years they will act as a noise, wind and dust barrier for the existing subdivision on Todd Crescent.

The concern regarding the water table has been addressed in the draft plan conditions by requiring monitoring using piezometers to clearly establish ground water elevations and keep basements out of the water table.

The Trucks on Artemisia is a valid concern and it is hoped that with additional signage for truck traffic and driver education that this will be reduced if not eliminated.

Planning Report PL2021-011 was approved by Council on Feb 17,2021 recommending draft plan conditions to the County of Grey. The County approved the subdivision on March 25, 2021. The conditions of draft plan approval have been included as Attachment #1.

Financial Considerations:

The proposal will create significant growth in assessment for the Township with the creation of approximately 90 units. The increased population within Dundalk as a result of this subdivision will also support local business and economic growth.

Staff Review

Staff reviewed this application based on the Planning Act, the Provincial Policy Statement (PPS), Grey County Official Plan and Southgate Official Plan and the Township Zoning By-law. Most of this review was previously conducted in Planning report PL2021-011 which is outlined as attachment #2 to this report.

The Provincial Policy Statement 2020 (PPS)

All planning applications are required to be evaluated against existing policy including the Provincial Policy Statements. The applicants planning consultants, MHBC Planning Limited, have prepared a very detailed planning justification report that reviews in detail, all of the applicable land use planning policy for the proposal. The planning analysis can be found in the Planning Justification report prepared by MHBC in Sections 3 and 4 as well as appendix A,C, and D. As a point of clarification, the County of Grey and specifically Southgate, are not within the Greater Golden Horseshoe plan as the Justification Report describes.

Planning staff concur with the findings of the planning justification report submitted by MHBC Planning Limited in regard to the PPS. The proposal is consistent with the PPS.

County of Grey Official Plan

The County of Grey as an approval authority for plans of subdivision in Grey County has provided planning comments indicating that generally they do not have a concern with the proposed subdivision.

The subdivision is within a primary settlement area designation of the County of Grey Official Plan. This designation allows for residential, commercial and industrial development to occur on full services.

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

Township Official Plan

The Township of Southgate Official Plan designates the subject lands as Neighborhood area. This designation is intended for residential development and it was anticipated and desired that these lands would develop with some type of residential housing.

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

Zoning By-law

Many of the issues for the zoning bylaw were raised in the previous planning report PL 2021-011 and a discussion was raised in the report. The recommendations from those discussions have been included in the draft zoning by-law.

The zone changes are required to implement the draft plan of subdivision. Some provisions and considerations that have been included to address concerns raised in discussions include:

1. A maximum driveway width to 50% of the front yard so as to allow for snow storage on the remaining half of the lot for all lots.
2. A holding symbol was also included to require that a subdivision agreement be entered into as well as an allocation by-law be passed when water and sewer services are available.

Conclusions

Based on the policy review provided by MHBC, the information provided, the previous planning report and comments received, the proposal is consistent with the Policies of the Provincial Policy Statement, The County of Grey Official Plan and the Township of Southgate Official Plan. It implements the draft plan approval conditions and it is therefore, recommended that the Zoning By-law amendment be approved.

Respectfully Submitted,

Municipal Planner: _____ *Original Signed By*



Clinton Stredwick, BES, MCIP, RPP

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

Attachments:

1. Draft Plan Conditions.
2. [PL2021-011](#)



Grey
County

Planning and Development

595 9th Avenue East, Owen Sound ON N4K 3E3
519-372-0219 / 1-800-567-GREY / Fax 519-376-7970

April 7, 2021

Ms. Debra Walker
MHBC Ltd.
7050 Weston Road, Suite 230,
Woodbridge, Ontario, L4L 8G7

****Sent Via Email****

Dear Ms. Walker:

RE: Plan of Subdivision
County of Grey File # 42T-2018-08 White Rose Park
Part Lot 227, Concession 2 SWTSR, geographic Township of Proton
Township of Southgate
Owner: 2570970 Ontario Inc. o/a White Road Park

Pursuant to Subsection 51(31) of the Planning Act R.S.O. 1990, as amended, the above noted draft plan of subdivision is hereby given draft approval. The list of conditions that must be fulfilled prior to final approval are also attached. The County staff report that was presented to Committee of the Whole on March 25, 2021 can also be found on the County website at - <https://www.grey.ca/council/agendas-minutes>

The approval of this draft plan will lapse on **March 25, 2024**. The approval may be extended pursuant to Subsection 51(33) of the Act, but no extension can be granted once the approval has lapsed.

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

Yours truly,

Randy Scherzer, MCIP, RPP
Director of Planning & Development
(519) 372-0219 ext 1237
randy.scherzer@grey.ca

cc. all by email

Ministry of Municipal Affairs and Housing
Township of Southgate
Grand River Conservation Authority
Canada Post
White Rose Park

Applicant: 2570970 Ontario Inc.

File No.: 42T-2018-08

Municipality: Township of Southgate

Location: Part Lot 227, Concession 2 SWTSR, Township of Southgate geographic Township of Proton

Date of Decision: March 25, 2021

Date of Notice: April 7, 2021

Last Date of Appeal: April 27, 2021

NOTICE OF DECISION

On Application for Approval of Draft Plan of Subdivision

under Subsection 51(37) of the Planning Act

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

PUBLIC AND AGENCY COMMENTS RECEIVED ON THE FILE

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

WHEN AND HOW TO FILE A NOTICE OF APPEAL

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

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

- (1) set out the reasons for the appeal,
- (2) be accompanied by the fee required by the Tribunal as prescribed under the Local Planning Appeal Tribunal Act, and
- (3) Include the completed appeal forms from the Tribunal's website.

WHO CAN FILE A NOTICE OF APPEAL

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

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

*Notwithstanding the above, only a 'person' listed in subsection 51(48.3) of the Planning Act may appeal the decision of the County of Grey to the Local Planning Appeal Tribunal (LPAT) as it relates to the proposed plan of subdivision. Below is the prescribed list of 'persons' eligible to appeal a decision of the County of Grey related to the proposed plan of subdivision as per subsection 51(48.3) of the Planning Act. These are recent changes that have been made to the Planning Act by the province. A link to the revised Planning Act can be found here - <https://www.ontario.ca/laws/statute/90p13>.

Applicant: 2570970 Ontario Inc.

File No.: 42T-2018-08

Municipality: Township of Southgate

Location: Part Lot 227, Concession 2 SWTSR, Township of Southgate geographic Township of Proton

Date of Decision: March 25, 2021

Date of Notice: April 7, 2021

Last Date of Appeal: April 27, 2021

For more information about these recent changes, please visit the LPAT website or contact LPAT - <https://elto.gov.on.ca/tribunals/lpat/about-lpat/>.

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

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

RIGHT OF APPLICANT OR PUBLIC BODY TO APPEAL CONDITIONS

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

HOW TO RECEIVE NOTICE OF CHANGED CONDITIONS

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

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

RELATED APPLICATIONS

Township of Southgate Zoning By-law Amendment – (no file number yet associated)

GETTING ADDITIONAL INFORMATION

Applicant: 2570970 Ontario Inc.

File No.: 42T-2018-08

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Additional information about the application is available for public inspection during regular office hours in the Planning & Development Office at the address noted below. Please contact the Planning Office at 519-376-2205 or 1-800-567-GREY to schedule an appointment to review the information.

ADDRESS FOR NOTICE OF APPEAL

County of Grey

595-9th Avenue East

OWEN SOUND, Ontario N4K 3E3

Attention: Mr. Randy Scherzer, MCIP RPP

Director of Planning & Development

Plan of Subdivision File No. 42T-2018-08 has been granted draft approval. The County's conditions of final approval for registration of this draft plan of subdivision are as follows:

General Requirements

1. That the final plan shall conform to the Draft Plan of Subdivision File No. 42T-2018-08 prepared by MHBC Planning, dated May 11, 2020 showing:
 - a. Twelve (12) 40 ft single detached lots,
 - b. Eighteen (18) 30 ft single detached lots,
 - c. Twenty-four (24) 19.5 ft townhouse lots, all to gain access off roads to be constructed as part of the overall development shown on Streets 'A', 'B', 'C', and 'D',
 - d. Four blocks to create 'senior dwellings' (Block 58, 59, 10, & 11), with frontage on Street 'C',
 - e. A Stormwater Management Block (Block 60), and
 - f. A Future Development Block (Block 12).

The legal description of the subject lands is Part Lot 227, Concession 2 SWTSR, geographic Township of Proton, Township of Southgate, County of Grey.

2. That a subdivision agreement be entered into to the satisfaction of the Township of Southgate and registered on title.

Servicing, Grading and Road Requirements

3. That the road allowances included in this draft plan shall be shown and dedicated as public highways to the Township of Southgate.
4. That any Stormwater Management and open space blocks be deeded to the Township.
5. That the streets shall be named, subject to final approval of Township Council, and provided that such new street names are not duplicates of street names or phonetic sounding street names elsewhere in the County of Grey.
6. That any dead ends, daylighting triangles at street intersections and open sides of road allowances created by this draft plan shall be terminated in 0.3m reserves

to be conveyed to, and held in trust, by the Township of Southgate.

Parkland and Open Space Requirements

7. That the Owner agrees to satisfy the parkland dedication requirements of the Township of Southgate in a manner satisfactory to the Township and pursuant to the provisions of the Planning Act. R.S.O. 1990 as amended.
8. That the proposed subdivision is zoned appropriately. This zoning shall have a holding provision for all the lands requiring access to municipal services. The holding provision may be removed in phases, upon entering into a subdivision agreement and when adequate municipal water and sewer capacity are available and allocated by bylaw.
9. That the Zoning contain a provision to limit the size of entrance and driveways to assist with snow storage.
10. That the owner agrees in writing to satisfy all the requirements, financial and otherwise, of the Township of Southgate and without limiting the generality of the foregoing, the provision of roads, installation of services, installation of sidewalks and trails and drainage.
11. The Owner shall develop a phasing plan to the satisfaction of the Township. The phasing plan shall address matters including but not limited to the allocation of servicing, any necessary temporary works such as turning circles, sidewalk and trail connections, or temporary easements. The phasing plan shall also identify any lots which may be temporarily constrained by development because of the phasing. The subdivision agreement between the Owner and the Township shall contain provisions satisfactory to the Township to address phasing arrangements acceptable to the Township, including that servicing shall only be allocated to phases which are being registered and for which securities are provided.
12. That such conveyances and easements as may be required by an appropriate authority for municipal servicing, utility or drainage purposes shall be granted to the appropriate authority.
13. The Owner and the Township shall acknowledge in the Subdivision Agreement that sewage and water allocation is not available to service the entire subdivision. The Township is undertaking the necessary approvals to provide the required servicing. Final approval shall only be given to each phase of the development where sanitary and water services are available and constructed to the subdivision or financially secured.
14. That prior to the final approval and registration of the phases of the plan, the

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Township of Southgate allocate by by-law water supply capacity and sewage treatment plant capacity.

Natural Environment

15. That the developer prepares and submits a Native Tree planting and landscaping plan for approval by the Township. The plan will specifically provide for additional tree planting in the park and open space areas as well as the provision of trees for individual lots. These plans will form part of the approved plans in the subdivision agreement.
16. The Owner agrees to provide a letter indicating how the application has satisfied the provisions of the Endangered Species Act ("ESA"), including demonstration that the methods, protocols and recommendations are in accordance with provincial requirements together with confirmation from the Ontario Ministry of Natural Resources and Forestry that the requirements of the ESA have been met.
17. That prior to final approval by the County of Grey or any grading or construction on the site and prior to registration of the plan, the owners or their agents submit the following plans and reports to the satisfaction of the County of Grey, Grand River Conservation Authority and the Township as applicable:
 - a. A final Stormwater Management Report in accordance with the 2003 Ministry of Environment Report entitled "Stormwater Management Practices Planning and Design Manual" and in keeping with the Functional Servicing and Stormwater Management Report (July 2020, Triton Engineering Services Limited).
 - b. Completion of a feature-based water balance, evaluation of downstream stormwater receivers, and mitigation of any negative impacts completed to the satisfaction of the GRCA and Township and its Engineers.
 - c. Detailed lot grading and drainage plans showing existing and proposed grades.
 - d. An Erosion and Siltation Control Plan in accordance with the Grand River Conservation Authority's Guidelines for sediment and erosion control, indicating the means whereby erosion will be minimized, and silt maintained on-site throughout all phases of grading and construction.
 - e. The submission and approval of a Development, Interference with Wetlands and Alterations to Shorelines and Watercourses permit from the GRCA prior to any grading within the regulated area.

- f. A detailed Hydrogeological report that provides an assessment of ground water level monitoring data from on-site piezometers. Data collected shall be of sufficient duration to establish reasonable high-water table conditions under normal or above normal climatic (precipitation) conditions. The report shall, based on the observed seasonal fluctuating inground water levels (typically highest in the spring), provide a predicted 'high' groundwater elevation across the site as well as an interpreted high groundwater elevation on a lot by lot basis. The interpreted high groundwater elevation for each lot is intended to ensure a minimum vertical separation of 0.3 metres from the underside of the proposed basement floor elevation to the seasonal high groundwater elevation for each given lot. Proposed lot grading plans for the development shall provide the minimum recommended separation on all lots in conformance with Township standards. Where this is not feasible due to local site constraints, other groundwater management practices such as groundwater drainage system (i.e. 3rd pipe system) may be implemented provided it can be demonstrated, to the satisfaction of the Township, that it will function under local site-specific conditions in the short and long term. Any proposed alternative groundwater management practice will require Township approval.
 - g. Engineering design drawings for all works to be constructed as part of the development including any off-site works that are the responsibility of the Owner.
 - h. A Traffic Impact Study which identifies all required access locations and improvements required to accommodate the site traffic and includes an assessment of off-site traffic impacts and recommendations for mitigation of these impacts. This Traffic Impact Study shall be submitted prior to final approval and shall be completed to the satisfaction of the Township and County as applicable.
- 18. That the Owner as part of the subdivision agreement, shall agree in writing acceptable to the Township of Southgate
 - a. To undertake all works according to the plans and reports approved under Condition No. 14, 15 and 16 above.
 - b. To maintain all stormwater management and erosion and sedimentation control structures in good repair and operating order throughout all phases of construction until Final Acceptance of services has been granted by the Township of Southgate. The Owner is responsible to satisfy all requirements of the Environmental Compliance Approval until Final

Acceptance has been granted.

- c. To investigate any well interference complaints received by the Developer, Developers Agents, Ministry of the Environment, Conservation and Parks (MECP) or the Township, from the start of construction until final acceptance of the first phase of the subdivision. The results of each investigation shall be submitted for review to the Township and the MECP within 60 days of the complaint being received. The owner shall be required to pay for any well interference assessment, completed to the satisfaction of the Township. If determined to be a valid complaint, acceptable well interference mitigation to a complaint may include well deepening and or pump lowering. The owner agrees to reimburse the cost of any mitigation.
 - d. To erect a subdivision sign on the property containing the following information:
 - i. Identifying all proposed uses within the draft approved plan of subdivision and adjacent uses.
 - ii. Identifying off street parking restriction to be imposed by the Township upon Final Acceptance of the subdivision.
 - iii. Illustrating the location of proposed sidewalks, public walkways, trails, parks, fences, community mailbox locations and other significant features that may be of interest to prospective purchasers.
19. That the Subdivision Agreement between the Owner and the Township shall contain provisions whereby the Owner shall make satisfactory arrangements with the appropriate providers for the provision of permanent and /or temporary hydro, telephone, natural gas, internet and cable television services to this plan.
20. That the subdivision agreement between the Owner and the Township of Southgate contain wording to the effect that all agreements of purchase and sale shall ensure that all persons who make first purchases of land within the plan of subdivision after final approval of the subdivision plan, are informed when land is transferred, of all the development charges related to this development, including the County's Development Charges.
21. That the developer shall include in the subdivision agreement and insert in all agreements of purchase and sale or lease for each lot/dwelling in the subdivision "servicing capacity currently does not exist for the entire development. This could lead to a delay in the timing of final approval and the construction of any given

dwelling within the subdivision” This clause is no longer required when sufficient servicing capacity exists for the entire development.

22. That the subdivision agreement between the Owner and the Township of Southgate address servicing financing to ensure the construction and financing of all external services which are necessary to provide appropriate levels of service to this plan of subdivision. Details of these external services are to be confirmed as part of detailed design.
23. That the Owner pays the cost of supplying and erecting street name and traffic control signs in the subdivision to the satisfaction of the Township.
24. That any domestic wells and boreholes drilled for hydrogeological or geotechnical investigations within the limits of the draft plan of subdivision be properly abandoned by the Owner, when no longer required, in accordance with the Ministry of Environment, Conservation and Parks Regulations and Guidelines to the satisfaction of the Township.
25. That the subdivision agreement includes provisions that requires the developer to submit a report prepared by a Professional Engineer to the satisfaction of the Chief Building Official certifying all structural fill placed below proposed building locations. This report shall include the following information: lot number, depth of fill, top elevation of fill and the area approved for building construction from the street line.
26. All imported fill is to meet Ministry of Environment, Conservation and Parks Table 2 criteria for development lands.
27. That the developer shall submit a report prepared by a professional engineer to the satisfaction of the chief building official providing an opinion on the presence of soil gases (radon and methane) in the plan of subdivision in accordance with applicable provisions contained in the Ontario Building Code.
28. That the developer shall include in the subdivision agreement and insert in all agreements of purchase and sale or lease for each dwelling in the subdivision “The lands to the North of the subdivision are being utilized for normal agricultural operations that may result in noise, dust, odour and other potential nuisances associated with livestock or agricultural uses. These normal agricultural practices may occasionally affect the living environment of residents near agricultural operations.”

Utilities and Canada Post

29. The Owner shall make satisfactory arrangements with Canada Post and the

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Township, for the installation of Canada Post Community Mailboxes and shall indicate these locations on the appropriate servicing plans. The applicant shall further provide the following for the Community Mailboxes:

- a. An appropriately sized sidewalk section (concrete pad), per Canada Post standards, to place the mailbox on, plus any required vehicle lay-bys, walkway access and/or curb depressions for wheelchair access.
 - b. A suitable temporary Community Mailbox location which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox Site locations to enable Canada Post to provide mail service to new residences as soon as homes are occupied.
30. That the Owner shall agree in the Subdivision Agreement that the Recommendations and Mitigation measures identified in the Environmental Impact Study prepared by SAAR Environmental be implemented to the satisfaction of the Township and Grand River Conservation Authority.
31. The Owner shall agree in the Subdivision Agreement to the following:
- a. Should previously unknown or unassessed deeply buried archaeological resources be uncovered during development, such resources may be a new archaeological site and therefore subject to Section 48 (1) of the Ontario Heritage Act. The proponent or person discovering the archaeological resources must cease alteration of the site immediately and engage a licensed archaeologist to carry out archaeological fieldwork, in compliance with sec. 48 (1) of the Ontario Heritage Act;
 - b. That anyone working on the subject lands who uncovers a burial site containing human remains shall cease fieldwork or construction activities and immediately report the discovery to the police or coroner in accordance with the Funeral, Burial and Cremation Services Act.

Administration

32. Prior to final approval, the County is advised in writing from the Grand River Conservation Authority that Draft Plan Conditions 17 and 30 have been addressed to their satisfaction.
33. Prior to final approval, the County is advised in writing from Canada Post that Draft Plan Condition 29 has been addressed to their satisfaction.
34. Prior to the signing of the final plan by the County of Grey, the County is to be

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advised that all Draft Plan conditions have been carried out to the Township's satisfaction.

35. If final approval is not given to this plan within three (3) years of the draft approval date, and no extensions have been granted, draft approval shall lapse under Subsection 51(32) of the Planning Act, RSO 1990, as amended. If the owner wishes to request an extension to draft approval, a written explanation along with the applicable application fee and a resolution from the local municipality must be received.

36. That the Owner shall provide the Township of Southgate and County of Grey with digital copies of the Final Plan in a format acceptable to the Township and the County.

NOTES TO DRAFT APPROVAL

1. It is the applicant's responsibility to fulfil the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Grey, quoting the County file number.
2. An electrical distribution line operating at below 50,000 volts might be located within the area affected by this development or abutting this development. Section 186 - Proximity - of the Regulations for Construction Projects in the Occupational Health and Safety Act, requires that no object be brought closer than 3 metres (10 feet) to the energized conductor. It is the proponents' responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the Act. They should also be aware that the electrical conductors can raise and lower without warning, depending on the electrical demand placed on the line. Warning signs should be posted on the wood poles supporting the conductors stating "**DANGER - Overhead Electrical Wires**" in all locations where personnel and construction vehicles might come near the conductors.
3. Clearances or consultations are required from the following agencies, as well as the appropriate agency or authority providing utilities or services:

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

Grand River Conservation Authority

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400 Clyde Road, P.O. Box 729
Cambridge, ON N1R 5W6

Canada Post Corporation
300 Wellington Street
London, ON N6B 3P2

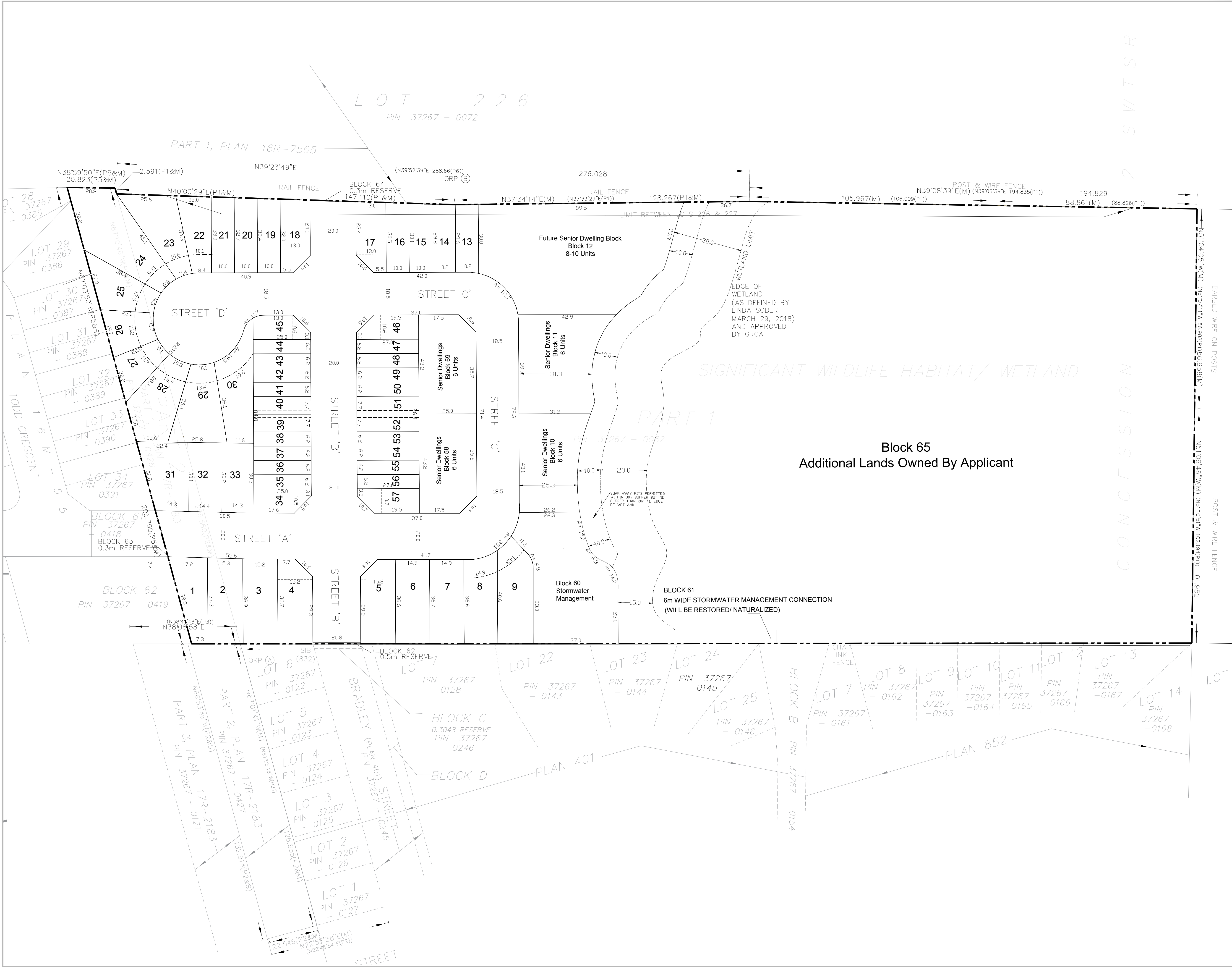
4. We suggest you make yourself aware of the following subsections of the Land Titles Act:

a) subsection 144(1) requires all new plans to be registered in a Land Titles system if the land is situated in a land titles division; and

b) subsection 144(2) allows certain exceptions.

The subdivision plan for Registration must be in conformity with the applicable Ontario Regulation under The Registry Act.

5. Inauguration or extension of a piped water supply, a sewage system or a storm drainage system is subject to the approval of the Ministry of the Environment Conservation and Parks under the Ontario Water Resources Act, RSO 1990, as amended.
6. All measurements in subdivision final plans must be presented in metric units.
7. The final plan approved by the County must be registered within thirty (30) days or the County may withdraw its approval under subsection 51(32) of the Planning Act RSO 1990, as amended.



Legal Description

PART OF LOT 227, CONCESSION 2 SWTSR
PART 1 17R2183 AND AS IN R480846
(VILLAGE OF DUNDALK)
NOW IN THE TOWNSHIP OF SOUTHGATE
(GEOGRAPHIC TOWNSHIP OF PROTON)
COUNTY OF GREY

Owner's Certificate

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

DATE: _____

DOMENIC DE PALMA
2570970 ONTARIO INC.

Key Plan

NOT TO SCALE

Subject Site

Legend

Revision No.	Date	Issued / Revision	By
Additional Information Required Under Section 51(17) of the Planning Act R.S.O. 1990, c.P.13 as Amended			
A. As Shown	B. As Shown	C. As Shown	
D. Residential, Stormwater Management		E. As Shown	
F. As Shown	G. As Shown	H. Municipal Water Supply	
I. Listowel Silt Loam	J. As Shown	K. All Services As Required	
L. As Shown			

Area Schedule

Description	Lots/Blocks	Units	Area
40' (12.2m) Single Detached	1-9, 31-33	12	0.64ha (1.57ac)
30' (10.0m) Single Detached	13-30	18	0.80ha (1.98ac)
19.5' (6.0m) Townhouses	34-57	24	0.44ha (1.08ac)
Senior Dwelling Blocks (20' (6.2m))	Block 10-11, 58-59	24	0.47ha (1.17ac)
Future Senior Dwelling Block	Block 12	8-10	0.36ha (0.89ac)
Roads	Street 'A' - Street 'D'		1.14ha (2.82ac)
Stormwater Management	Block 60		0.19ha (0.48ac)
6m Stormwater Management Connection	Block 61		0.04ha (0.10ac)
Additional Lands Owned by Applicant	Block 65		4.79ha (11.84ac)
0.3m & 0.5m Reserve	Block 62-64		0.01ha (0.02ac)
		86-88	8.88ha (21.94ac)

MHBC

PLANNING
URBAN DESIGN
& LANDSCAPE
ARCHITECTURE

230-7050 WESTON ROAD WOODBRIDGE, ON, L4L 8G7 | P: 905 761 5588 F: 905 761 5589 | WWW.MHBCPLAN.COM

Date
May 11, 2020

File No.
13126B

Plan Scale
1:750

Drawn By
T.H.

Checked By
D.K. & A.P.

Other

Project

Part of Lot 227 Concession 2,
Township of Southgate,
County of Grey

File Name
DRAFT PLAN OF SUBDIVISION

Dwg No.
1 of 1

Scale Bar

40 0 40 80

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

N: \13126\B - Dundalk\2020\06 - June\Draft Plan\CAD\8876 WHITE ROSE JUNE 04 2020-C.dwg

The Corporation of the Township of Southgate
By-law Number 2022-026

**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 "17" to Zoning By-law No. 19-2002 is hereby amended by changing the zone symbols on a portion of the lands described as Part of Lot 227, Concession 2, in the Township of Southgate and shown on Schedule "A", affixed hereto, from Restricted Agricultural (A2) Zone to:

- **Residential Type 1 Zone exception 510 hold (R1-510-H);**
- **Residential Type 1 Zone exception 511 hold (R1-511-H);**
- **Residential Type 1 Zone exception 512 hold (R1-512-H);**
- **Residential Type 3 Zone exception 513 hold (R3-513-H);**
- **Open Space Zone (OS)**
- **Environmental Protection (EP) Zone exception 514 (EP-514); and**
- **Environmental Protection (EP) Zone.**

2. **That** Section 33 to By-law No. 19-2002 is hereby amended by adding the following subsection:

"33-510 R1-510-H

Notwithstanding the provisions of Section 8.1, or any other provisions to the contrary, a stormwater management facility may be a permitted use in addition to other uses permitted in an R1 zone.

Notwithstanding the provisions of Section 8.2 (d), (e), (g), or any other provisions to the contrary, the land zoned R1-510 shall be subject to the following regulations:

- d) Maximum Lot Coverage*
- *Interior Lot: 45%*
 - *Corner Lot: 45%*

e) Minimum Front Yard

- *Interior Lot: 6.0 m. (20 ft.)*
- *Corner Lot: 6.0 m. (20 ft.)*

g) Minimum Exterior Side Yard

- *Corner Lot: 4.0 m. (13 ft.)*

k) Maximum Drive Way Width

- *50% of the front yard be permitted to be used as a driveway.*

Removal of the Holding (H) Symbol, in accordance with the provisions of Section 36 of the Planning Act, R.S.O. 1990, as amended, shall be conditional upon the execution of a Subdivision Agreement and confirmation by the Township that water and sewer services are available by way of the passage of a water and sewer allocation by-law.

3. **That** Section 33 to By-law No. 19-2002 is hereby amended by adding the following subsection:

"33-511 R1-511-H

Notwithstanding the provisions of Section 8.2 (b), (c), (d), (e), (f), (g), (h) or any other provisions to the contrary, the land zoned R1-511 shall be subject to the following regulations:

b) Minimum Lot Frontage

- *Interior Lot: 10 m. (33 ft.)*
- *Corner Lot: 13 m. (43 ft.)*

c) Minimum Lot Area

- *Interior Lot: 300 m² (3229 ft²)*

d) Maximum Lot Coverage

- *Interior Lot: 45%*
- *Corner Lot: 45%*

e) Minimum Front Yard

- *Interior Lot: 6 m. (20 ft.)*
- *Corner Lot: 6 m. (20 ft.)*

f) Minimum Interior Side Yard

- *Interior Lot: 1.2 m. (4 ft.)*
- *Corner Lot: 1.2 m. (4 ft.)*

g) Minimum Exterior Side Yard

- *Corner Lot: 3.5 m. (11.5 ft.)*

h) Minimum Rear Yard

- *Interior Lot: 7 m. (23 ft.)*
- *Corner Lot: 7 m. (23 ft.)*

k) Maximum Driveway Width

- *50% of the front yard be permitted to be used as a driveway.*

Removal of the Holding (H) Symbol, in accordance with the provisions of Section 36 of the Planning Act, R.S.O. 1990, as amended, shall be conditional upon the execution of a Subdivision Agreement and confirmation by the Township that water and sewer services are available by way of the passage of a water and sewer allocation by-law.

4. **That** Section 33 to By-law No. 19-2002 is hereby amended by adding the following subsection:

"33-512 R1-512-H

Notwithstanding the provisions of Section 8.2 (b), (c), (d), (e), (f), (g), (h) or any other provisions to the contrary, the land zoned R1-512 shall be subject to the following regulations:

b) Minimum Lot Frontage

- *Interior Lot: 10 m. (33 ft.)*
- *Corner Lot: 13 m. (43 ft.)*

c) Minimum Lot Area

- *Interior Lot: 300 m² (3229 ft²)*

d) Maximum Lot Coverage

- *Interior Lot: 45%*
- *Corner Lot: 45%*

e) Minimum Front Yard

- *Interior Lot: 6 m. (20 ft.)*
- *Corner Lot: 6 m. (20 ft.)*

f) Minimum Interior Side Yard

- *Interior Lot: 1.2 m. (4 ft.)*
- *Corner Lot: 1.2 m. (4 ft.)*

g) Minimum Exterior Side Yard

- *Corner Lot: 3.5 m. (11.5 ft.)*

h) Minimum Rear Yard

- *Interior Lot: 6.0 m. (21.7 ft.)*
- *Corner Lot: 6.0 m. (21.7 ft.)*

K) Maximum Driveway Width

- *50% of the front yard be permitted to be used as a driveway.*

Removal of the Holding (H) Symbol, in accordance with the provisions of Section 36 of the Planning Act, R.S.O. 1990, as amended, shall be conditional upon the execution of a Subdivision Agreement and confirmation by the Township that water and sewer services are available by way of the passage of a water and sewer allocation by-law.

5. **That** Section 33 to By-law No. 19-2002 is hereby amended by adding the following subsection:

"33-513 R3-513-H

Notwithstanding the provisions of Section 10.7 (a), (b), (c), (d), (e), (f), (g), (h) or any other provisions to the contrary, the land zoned R3-513 shall be subject to the following regulations:

- a) *Minimum Lot frontage*
 - *Interior Unit Lot: 6 m. (20 ft.)*
 - *End Unit Lot: 7.5 m. (25 ft.)*
 - *End Unit Corner Lot: 10 m (33 ft.)*
- b) *Minimum Lot Area (per block)*
 - *1,000 m² (10,764 ft²)*
- c) *Maximum Lot Coverage*
 - *50%*
- d) *Maximum Number of Dwelling Units (per block):*
 - *6*
- e) *Minimum Front Yard (per unit)*
 - *6 m. (20 ft.)*
- f) *Minimum Interior Side Yard*
 - *0 m. (0 ft.)*

Minimum Separation between Buildings:

- i. *The minimum separation distance between end walls of separate main buildings shall be 3.0 m (9.8 ft)*
- ii. *Notwithstanding provision (i) above, the minimum separation distance between end walls of separate main buildings may be reduced to 2.3 m for wall projections screening or enclosing equipment such as air conditions, heat exchangers and utility metres.*

- g) *Minimum Exterior Side Yard*

- 3.5 m. (11.5 ft.)
- h) *Minimum Rear Yard*
 - 6 m. (20 ft.)
- k) *Minimum Play Space*
 - (i) to (iv) *Shall not apply.*
- l) *Minimum Amenity Area*
 - 30 m²
- m) *Maximum Driveway Width*
 - 50% of the front yard be permitted to be used as a driveway .

Removal of the Holding (H) Symbol, in accordance with the provisions of Section 36 of the Planning Act, R.S.O. 1990, as amended, shall be conditional upon the execution of a Subdivision Agreement and confirmation by the Township that water and sewer services are available by way of the passage of a water and sewer allocation by-law.

6. **That** Section 33 to By-law No. 19-2002 is hereby amended by adding the following subsection:

"33-514 EP-514


Notwithstanding the provisions of Section 29.1, or any other provisions to the contrary, soak away pits may be a permitted use in addition to other uses permitted in an EP zone.

7. Notwithstanding the definition of "**Lot**" in Section 3.0, the provisions of Zoning By-law 19-2002, as amended, shall continue to apply to each Unit Lot and Block as shown on **Schedule B** to this By-law.
8. **That** Schedules "A" and "B" and all other notations thereon are hereby declared to form part of this by-law; and
9. **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.

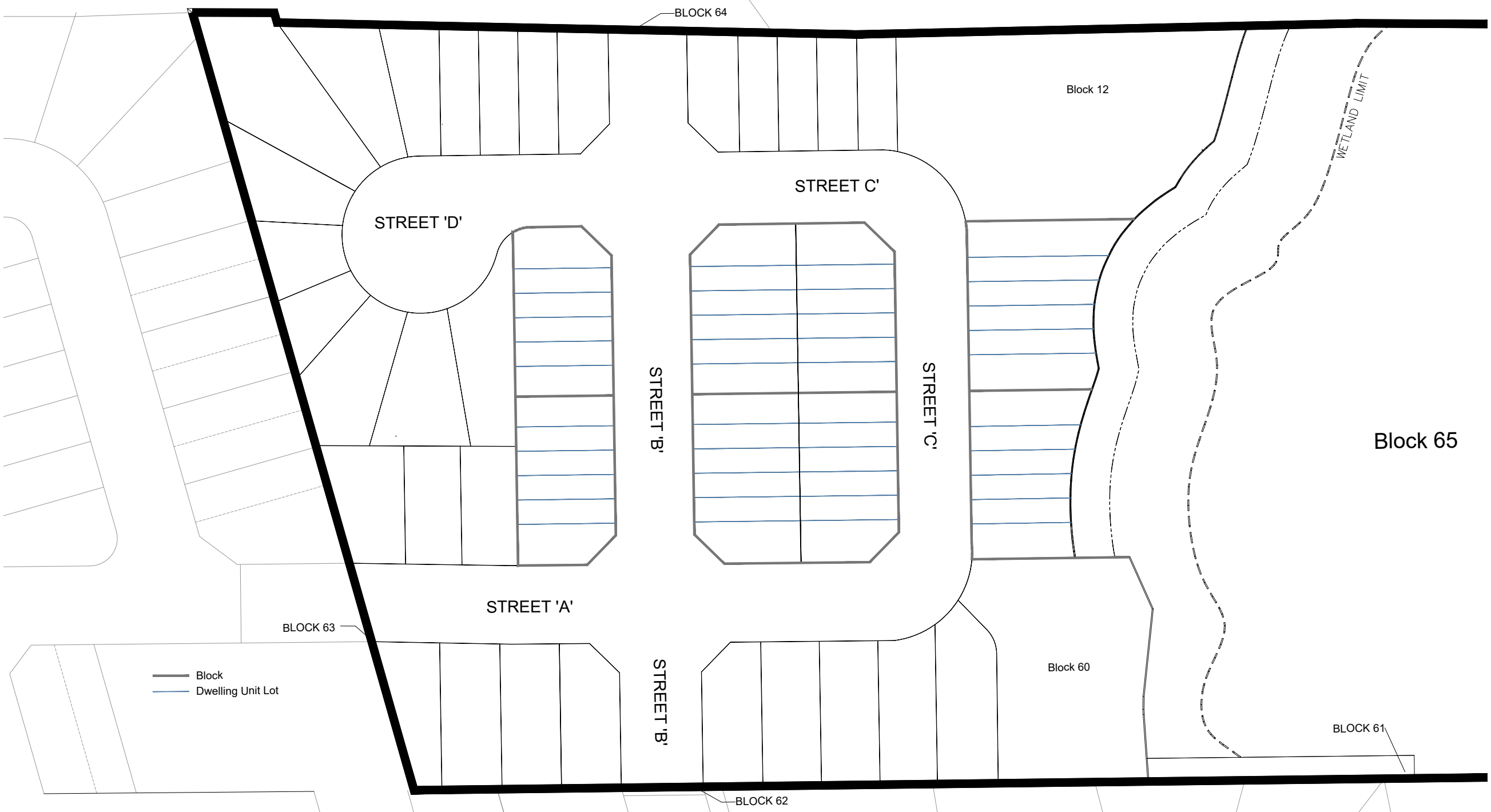
Read a first, second, and third time and finally passed this 16th day of Feb. 2022.

John Woodbury – Mayor

Lindsey Green – Clerk

 **Not to Scale**
06/30/20

Township of Southgate Zoning By-Law No. 2022-026



Schedule B
For By-Law No. 19-2002
Part of Lot 227, Concession 2


Not to Scale
02/02/22



Staff Report PL2022-011

Title of Report: PL2022-011 - SP26-22 Manassa Bowman
Department: Clerks
Branch: Planning Services
Council Date: February 16, 2022

Recommendation:

Be it resolved that Council receive Staff Report PL2022-011 for information; and
That Council consider approval of By-law 2022-025 authorizing the entering into a Site Plan Agreement.

Property Location: 245254 Southgate Road 24



Background: The zoning amendment application C12-21 was approved on September 1st 2021 by by-law 2021-127 to permit a small scale industrial use on the property.

A site plan application has also now been received.

Staff Comments: The Site Plan and Site Plan Agreement addresses a number of issues to mitigate potential conflicts with neighbouring land uses. The agreement attempts to mitigate concerns raised by similar rural uses and it includes the following:

1. Requiring landscaping and screening to blend it in with the surrounding area. The screening trees are to be a minimum 1.5m in height and coniferous in order to provide screening of the outdoor storage areas and to blend the building in with the landscape.
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 paved 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 3400m away to the northeast 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 2022-025 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 2022-025

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 2742314 Ontario Inc and the Township of Southgate for the development of the lands described as Con 16, Pt Lot 28, Pt Lot 29, 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 16th day of February 2022.

Read a third time and finally passed this 16th Day of February 2022.

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: 2742314 Ontario Inc., Manassa F Bowman

(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 Sideroad 24. A Commercial Entrance permit is required and a paved apron between the edge of pavement and the property line is required at the expense of the owner.

8. **FIRE SUPPRESSION.** The owner agrees to install all necessary servicing and equipment on the property for fire fighting and fire suppression including if required a water reservoir, at the owners expense.

9. **SERVICING.** The owner is responsible for ensuring that a private well and sewage disposal system are in good working order to accommodate the shop and its employees.

10. **LANDSCAPED BUFFERING.** The owner agrees to install a landscaped screening buffer where outdoor storage areas are exercised, installed, or used, in accordance with the Township of Southgate Zoning By-law. This buffer must be maintained for the purposes of providing a visual barrier. All Trees must be coniferous in nature 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: 2742314 Ontario Inc., C/O Manassa Bowman
5616 Reid Woods Drive

Elmira, ON
N3B 2Z3

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 2022-025.

SIGNED, SEALED AND
DELIVERED

in the presence of:

Witness

Witness

) 2742314 Ontario Inc
) C/O Manassa F Bowman

) Per: _____
) Name: Manassa F Bowman
) Date: _____

**THE CORPORATION OF THE
TOWNSHIP OF SOUTHGATE**

Per: _____
John Woodbury, Mayor

) Per: _____
) Lindsey Green, Clerk

) Date: _____

) We have authority to bind the corporation

Schedule "A"

THE LAND

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

Concession 16, Pt Lot 28 Pt Lot 29, Geographic Township of Proton, Township of Southgate alternatively described as 246254 Southgate Rd 24.

Schedule "B"

SITE PLANS

Drawing #1. Dated February 16, 2022 and signed by the planner

Drawing #2. Dated February 16, 2022 and signed by the planner

Drawing #3. Dated February 16, 2022 and signed by the planner

Drawing #4. Dated February 16, 2022 and signed by the planner

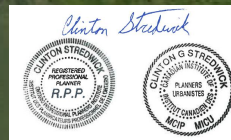
Southgate Road 24

SUBJECT LAND

Manassa F Bowman
CON16 PT LOT 28 PT LOT 29
246254 Southgate Rd 24
Roll : 420709000501600

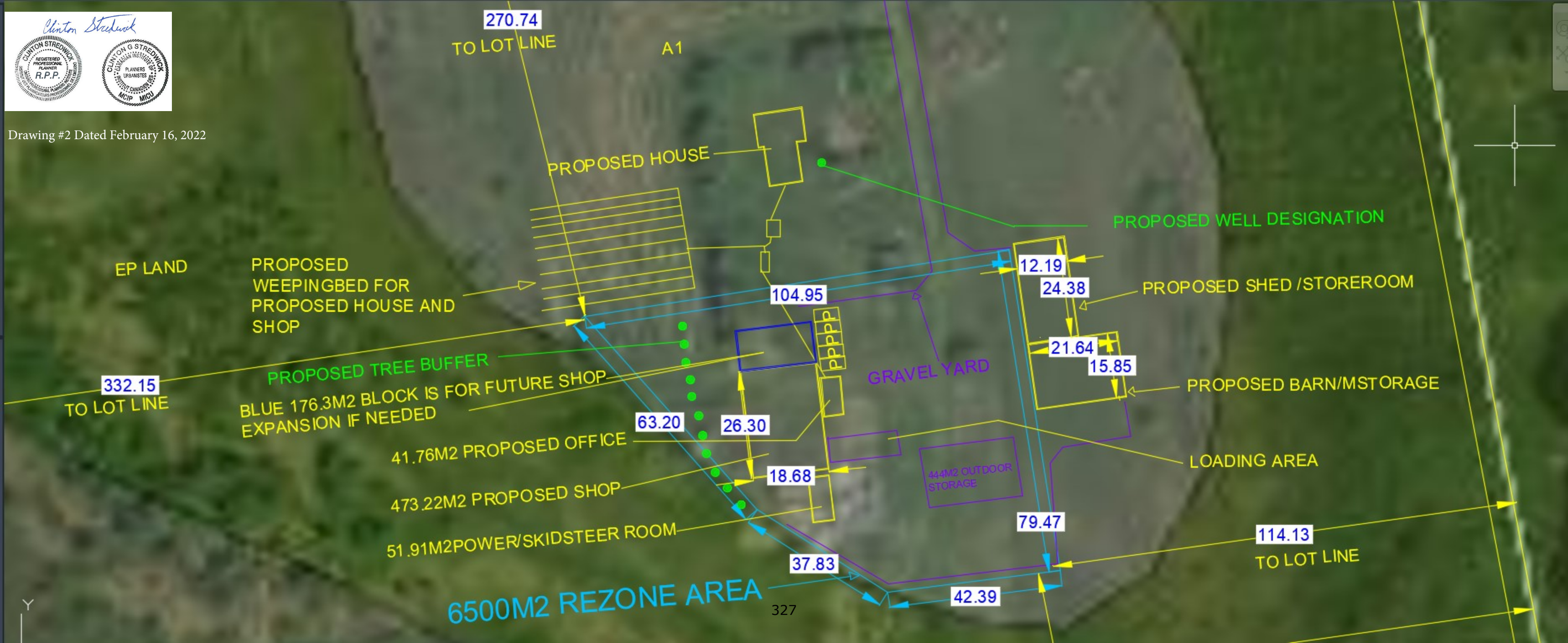
phone #

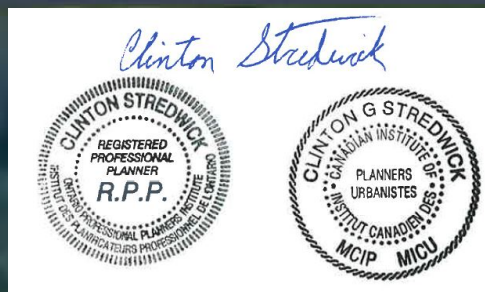
Southgate SKD 19



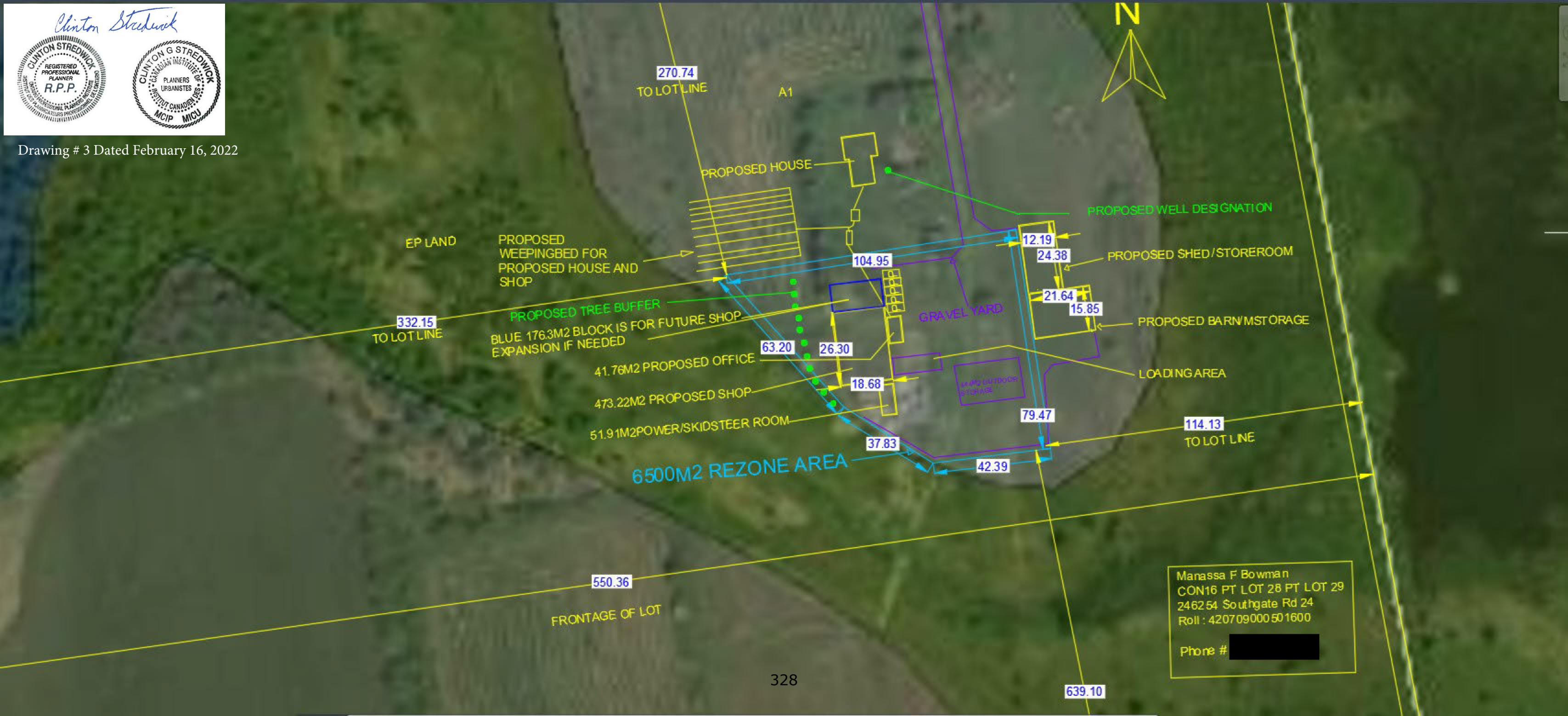


Drawing #2 Dated February 16, 2022





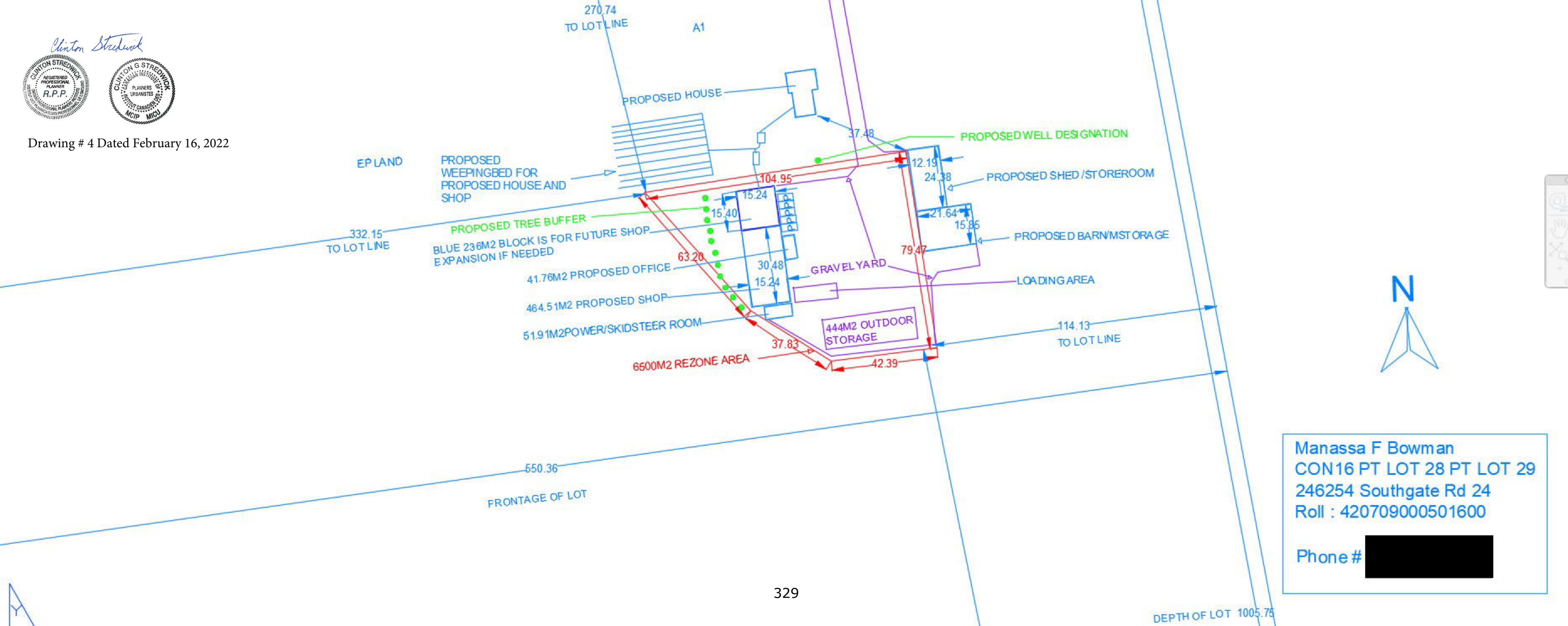
Drawing # 3 Dated February 16, 2022



Manassa F Bowman
CON16 PT LOT 28 PT LOT 29
246254 Southgate Rd 24
Roll : 420709000501600
Phone # [REDACTED]



Drawing # 4 Dated February 16, 2022



THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

BY-LAW NO. 2022-021

**being a by-law to authorize an extension agreement pursuant to
Section 378 of the Municipal Act, 2001, as amended.**

Whereas Section 378 of the Municipal Act, 2001, permits the municipality to pass a by-law authorizing an extension agreement with the owners of land against which a Tax Arrears Certificate has been registered, in order to extend the allowable time for the repayment of the cancellation price; and

Whereas the Township of Southgate registered on May 28th, 2021, a Tax Arrears Certificate against the land described in "Confidential Schedule A" attached hereto and forming part of this By-law; and

Whereas the owners listed on "Confidential Schedule A" of this by-law have expressed the desire to enter into an agreement with the Corporation of the Township of Southgate in connection with the repayment of tax arrears and all related costs for the Property prior to the sale of the Property by way of public tender; and

Whereas the Council of the Township of Southgate has determined that it is in the best interest of the municipality to enter into an extension agreement in connection with the tax arrears and related costs for the Property,

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

1. **That** the Township of Southgate is hereby authorized to enter into an Extension Agreement dated February 16th, 2022, attached as "Confidential Schedule B" to this by-law and forming a part hereof; and
2. **That** the Mayor and Clerk are hereby authorized to execute the Confidential Extension Agreement on behalf of the municipality under corporate seal and to deliver it to the parties; and
3. **That** this By-law shall come into force and take effect on the date it is passed.

Read a first, second and third time and finally passed this 16th day of February, 2022.

Mayor – John Woodbury

Clerk – Lindsey Green

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

BY-LAW NO. 2022-022

**being a by-law to authorize an extension agreement pursuant to
Section 378 of the Municipal Act, 2001, as amended.**

Whereas Section 378 of the Municipal Act, 2001, permits the municipality to pass a by-law authorizing an extension agreement with the owners of land against which a Tax Arrears Certificate has been registered, in order to extend the allowable time for the repayment of the cancellation price; and

Whereas the Township of Southgate registered on May 28th, 2021, a Tax Arrears Certificate against the land described in "Confidential Schedule A" attached hereto and forming part of this By-law; and

Whereas the owners listed on "Confidential Schedule A" of this by-law have expressed the desire to enter into an agreement with the Corporation of the Township of Southgate in connection with the repayment of tax arrears and all related costs for the Property prior to the sale of the Property by way of public tender; and

Whereas the Council of the Township of Southgate has determined that it is in the best interest of the municipality to enter into an extension agreement in connection with the tax arrears and related costs for the Property,

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

1. **That** the Township of Southgate is hereby authorized to enter into an Extension Agreement dated February 16th, 2022, attached as "Confidential Schedule B" to this by-law and forming a part hereof; and
2. **That** the Mayor and Clerk are hereby authorized to execute the Confidential Extension Agreement on behalf of the municipality under corporate seal and to deliver it to the parties; and
3. **That** this By-law shall come into force and take effect on the date it is passed.

Read a first, second and third time and finally passed this 16th day of February 2022.

Mayor – John Woodbury

Clerk – Lindsey Green

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

BY-LAW NO. 2022-023

**being a by-law to authorize an extension agreement pursuant to
Section 378 of the Municipal Act, 2001, as amended.**

Whereas Section 378 of the Municipal Act, 2001, permits the municipality to pass a by-law authorizing an extension agreement with the owners of land against which a Tax Arrears Certificate has been registered, in order to extend the allowable time for the repayment of the cancellation price; and

Whereas the Township of Southgate registered on May 28th, 2021, a Tax Arrears Certificate against the land described in "Confidential Schedule A" attached hereto and forming part of this By-law; and

Whereas the owners listed on "Confidential Schedule A" of this by-law have expressed the desire to enter into an agreement with the Corporation of the Township of Southgate in connection with the repayment of tax arrears and all related costs for the Property prior to the sale of the Property by way of public tender; and

Whereas the Council of the Township of Southgate has determined that it is in the best interest of the municipality to enter into an extension agreement in connection with the tax arrears and related costs for the Property,

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

1. **That** the Township of Southgate is hereby authorized to enter into an Extension Agreement dated February 16th, 2022, attached as "Confidential Schedule B" to this by-law and forming a part hereof; and
2. **That** the Mayor and Clerk are hereby authorized to execute the Confidential Extension Agreement on behalf of the municipality under corporate seal and to deliver it to the parties; and
3. **That** this By-law shall come into force and take effect on the date it is passed.

Read a first, second and third time and finally passed this 16th day of February, 2022.

Mayor – John Woodbury

Clerk – Lindsey Green



185667 Grey County Road 9
RR 1
Dundalk, Ontario
N0C 1B0
www.southgate.ca

**Township of Southgate
Council**

MEMORANDUM

DATE: February 16, 2022
TO: Council
FROM: Councillor Barbara Dobreen
RE: Notice of Motion regarding Employee Assistance Program for Council

Recommendation:

Whereas the Township of Southgate has an Employee and Family Assistance Program (EAP) that provides health and wellness support including counselling services to its full-time employees; and

Whereas the Council of the County of Grey has supported adding County Councillors to its EAP program; and

Whereas the current cost to add Southgate Council members to the EAP would be \$3.60 per month or \$43.20 per year per Council member; and

Whereas the Mayor and Deputy Mayor have the option to join the County EAP program,

Therefore, be it resolved that Council direct staff to make arrangements for five (5) members of Council to join the EAP program.

Comments:

While this wasn't discussed during the 2022 budget deliberations, I believe the option for Council members to join the Township EAP program is worthy of consideration. Southgate Council members do not get health benefits as part of their service and this coverage would support the member and their family at minimal cost.

As the Mayor and Deputy Mayor have the option to join the County program, the cost to add 5 members to the Southgate EAP would currently be \$216/year.

Councillor Barbara Dobreen

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 EDO2022-005

Title of Report: EDO2022-005-Ontario Chamber of Commerce Annual
Ontario Economic Report
Department: Economic Development
Council Date: February 16, 2022

Recommendation:

Be it resolved that Council receive Staff Report EDO2022-005 for information.

Background: On February 3, 2022, the EDO virtually attended the Ontario Chamber of Commerce Annual Economic Report Launch.

Staff Comments: Executive Summary (Media Release) of the 2022 OCC Annual OER:

Pain points throughout Ontario's economy are impairing business operations, and now consumers are feeling the pinch too. The frustration is palpable. From the grocery store and trucking industry to their pocketbooks, Ontarians are experiencing the very real consequences of labour shortages, global supply chain disruptions, and inflation. Released February 3, 2022, the sixth annual Ontario Economic Report (OER) contains regional and sector-specific data on business confidence, policy priorities, and economic indicators, which together provides a unique view on the hurdles ahead.

"Ontario began to see some positive momentum in 2021 thanks to progress on vaccines and reopening. Business confidence, GDP, and employment growth are trending upwards after record lows in 2020. However, the road ahead remains uncertain for businesses and households as labour shortages, supply chain disruptions, and inflation are hitting home," said Rocco Rossi, President and CEO, Ontario Chamber of Commerce. "A staggering 62 percent of sectors are facing labour shortages in Ontario and expect to continue facing them over the next year. This is having real-life consequences on the cost of living, service delivery, and product availability."

This year's OER reveals the impacts of the pandemic continue to disproportionately impact small businesses, organizations led by women and people with disabilities, with the hardest-hit sectors being businesses in the arts, entertainment, and agricultural sectors.

"We are seeing a domino effect of structural issues. Jobs are going unfilled, demand is outpacing capacity, and these issues are driving up prices for consumers and uncertainty for businesses," said the report's co-author, Claudia Dessanti, Senior Manager, Policy, Ontario Chamber of Commerce. "Two years into the pandemic, there is light at the end of the tunnel, but we need a long-term plan that will provide stability and lay the groundwork for economic growth."

Key highlights of the report include:

1. Overall, 29 percent of Ontario businesses are confident in Ontario's economic outlook in 2021 (compared to 21 percent the year prior), and 57 percent are confident in the outlook of their own organizations (up from 48 percent).
2. Most sectors (62 percent) are facing labour shortages and expect to continue facing them over the next year.
3. Inflation of raw material and transportation costs at the producer level is affecting consumer prices, which rose 3.5 percent and is expected to rise another 3.5 percent in 2022. Ontario's year-over-year housing price growth was above 30 percent in December 2021.
4. Small businesses are more preoccupied with cost relief measures such as business taxes and commercial rent relief, while larger businesses are more focused on long-term infrastructure, regulatory, and workforce development issues.
5. All regions except Northeastern Ontario saw positive employment growth in 2021, though several regions have yet to offset the major job losses seen during the first year of the pandemic.

"We know that Ontario businesses continue to feel the pressures of the pandemic and we remain committed to doing our part to provide relief, flexibility and choice to customers who may be struggling," said Mark Poweska, President and CEO, Hydro One. "Every dollar we invest comes at a cost to our customers which is why we are working to improve productivity and take costs out of the business while balancing the need to invest in our aging system. Our five-year Investment Plan will ensure a more resilient and reliable electricity grid for the future so business owners have access to the electricity they need to serve their customers and grow."

The sixth annual OER offers unique insights into business perspectives across Ontario. The report is driven by data from the annual Business Confidence Survey (BCS) and economic forecasts for the year ahead. The BCS was conducted online from October 6 to November 19, 2021, attracting responses from 1,513 organizations across Ontario. The OER was made possible by our Landmark Partner, [Hydro One](#), and Research Partners, [Golfdale Consulting](#) and Bank of Montreal.

Watch the one-hour webinar here:

<https://bit.ly/3sgiK1u>

Read the full interactive report or download the .pdf here:

<https://occ.ca/oer2022/>

Financial Implications: There are no financial implications

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 for information.

Respectfully Submitted,

Dept. Head: *Original Signed By*

Terri Murphy,
Economic Development Officer

CAO Approval: *Original Signed By*

Dave Milliner, CAO

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



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Staff Report FIRE2022-006

Title of Report: FIRE2022-006- Volunteer Acting Captain
Appointment
Department: Fire
Council Date: February 16, 2022

Recommendation:

Be it resolved that Council receive Staff Report FIRE2022-006 for information.

Background:

On January 20th 2022 staff posted an internal posting for the position of Acting Captain. Three firefighters applied for the position and interviews were conducted February 7th 2022 by the Township of Southgate HR Coordinator and Fire Chief. Kyle Tipple was awarded the position.

Staff Comments:

Kyle has been an active member of the Dundalk Fire Department for five years. Staff would like to congratulate Kyle on his promotion and wish him success in this new role. This brings the departments officer roster to four captains and three acting captains.

Financial Implications:

There are no financial implications due to this report. Acting captains do not receive a wage increase or stipend.

Communications & Community Action Plan Impact:

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

Concluding Comments:

Respectfully Submitted,

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

CAO Approval: Original Signed
Dave Milliner, CAO

Township of Southgate
Administration Office
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Staff Report FIRE2022-007

Title of Report: FIRE2022-007- Township Of Melancthon Logo

Department: Fire

Council Date: February 16, 2022

Recommendation:

Be it resolved that Council receive Staff Report FIRE2022-007 for information.

Background:

In 2021 it was discussed at a Southgate Council meeting that due to the increased contributions from Melancthon Township for fire protection services that the Melancthon Township logo should be displayed on a Dundalk fire truck.

Staff Comments:

Staff attended the February 3rd 2022 Melancthon Council meeting to ask permission from Melancthon Council to display the Melancthon logo on Dundalk Fire Departments newest truck Engine 15. A brief overview of the truck was presented and Melancthon Council agreed to the use of their logo on the truck. Members of Council thought it was a very nice gesture from Southgate.

Financial Implications:

There are no financial implications due to this report.

Communications & Community Action Plan Impact:

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

Southgate Goal #1-A – Trusted, Timely, Transparent, Decision Making.

Concluding Comments:

Respectfully Submitted,

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

CAO Approval: Original Signed
Dave Milliner, CAO



Staff Report PW2022-008

Title of Report: PW2022-008 Department Report
Department: Public Works
Branch: None
Council Date: February 16, 2022

Recommendation:

Be it resolved that Council receive Staff Report PW2022-008 for information.

Background:

Public Works Department update.

Staff Comments:

Transportation and Public Safety:

1. Annual equipment and rental quotes for dozers, excavators, trucks, backhoe and Maple Grove Cemetery grass cutting and tenders for maintenance gravel, winter sand and 4x4 crew cab pick-up truck were released and advertised closing February 22, 2022 at 2pm with virtual meeting openings. Release of tenders for sidewalk machine, tandem plow truck and loader brusher head with closing date of March 1, 2022, will also be advertised.
2. The Township received the 2021 budget approved 4x4 crew cab pick-up truck and the later additional pick-up truck that were purchased from Finch Chevrolet Cadillac Buick GMC. One truck was dispatched to Holstein Depot and the other is being driven by the Public Works Foreman/Fleet Manager.
3. Hopeville Team Leader John Watson has been promoted to Hopeville Lead Hand. All 3 township works depots will now have Lead Hands. This promotion has been included in the 2022 budget and with the adoption of the Southgate Budget on February 2, 2022 the new position will come into effect.

Waste Resources and Diversion Management:

1. The Haz Bin is still currently at the Egremont Transfer Station. Buckham Transport has confirmed they can no longer service our area. Staff will be preparing a Request for Quote for a Hazardous and Special Waste Transportation for Recycling and Disposal service provider, for release.
2. Normal scheduling for Garbage collection for the week of Monday February 21, 2022 (Family Day) will be in place, please follow the normal route collection zone practices.

Financial Implications:

These items were included in 2021 Capital Budgets, and the 2022 Operating & Capital budgets.

Communications & Community Action Plan Impact:

Goal 5 - Upgrading our "Hard Services"

Action5:

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

Concluding Comments:

Staff recommends that Council receive Staff Report PW2022-008 for information.

Respectfully Submitted,

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

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

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

ROMA VIRTUAL CONFERENCE 2022

DAY ONE

The conference opened with an interview with Chief Bellegarde.. He talked about the Truth and Reconciliation and how the Truth part is more important because it will effect the reconciliation. He also stated that working together will give more life to all Land Statements being spoken at meetings, just like we do in our Council meetings. Municipalities have more power than we think when dealing with indigenous issues, and would be good to have Councils meet with Tribal Councils once or twice a year. He talked about sustainability and said the business plan for the planet is 3 P's, the planet, people, and then profit, not just all profit. The Economy is a subsidiary of the environment, not the other way around, and if the environment fails, everything else will follow.

The next speaker from ROMA spoke of 8 points they are stressing to the next government after elections and will lobby on our behalf. These 8 points are on the ROMA website.

The concurrent session I attended was the New Regulations under the Conservation Authorities Act and Chair was Christine Robinson. The three speakers were from different viewpoints, being conservation, municipalities, and elected officials.

Ms Summer Esgrain-Robertson gave the C..A.'s perspective on the new Legislative Act that was amended in 2020. In Phase 1 the Conservation mandate stays the same based on the Act which effects Provincial responsibilities, service to Municipalities, etc.

So what changed?

Phase 1 Regulations redefines mandatory programs and services that conservation authorities can or must deliver. There is a requirement to have an agreement with municipalities to deliver programs and services on their behalf. There is a need for cost-apportioning agreements if the levy is supporting non-mandatory programs and services. This last agreement effects Service Delivery for Municipalities in Categories 2 and 3, which provide services to the Municipality and other services which further conservation, restoration, development and management of natural resources.

Category 1 : Mandatory Programs are Risk of Natural Hazards and Conservation and Management of Land.

Category 2 : Municipal programs. These are delivered on behalf of a municipality and require an agreement like an MOU.

Category 3 : All other programs that deal with conservation, restoration, etc.

One slide showed Council responsibilities as consulting early and often with CA's in your area and to look at inventory submitted by CA's and submit any changes in the transition period. The need to enter MOU's or other agreements was again stressed.

Next session was Understanding Homelessness in Rural and Northern Ontario. The one speaker was Mr. Brian Marks, CAO of Social Services in Cochrane. I liked his analogy where rocket science was where scientists with a common goal, data, and money achieved what they needed to do. The efforts on homelessness is a team of professionals with a common goal and funding, but is fragmented with too many silos thus fragmented efforts. Need to look at it strategically and sometimes outside the box. To combat homelessness in the pandemic they put up people in college residences when school was over, and after 100 days all people had found places to stay when students were coming back.

Three points were inclusionary housing at 30% and not just in the GTA, but province wide, avoid

NIMBY'ism as it can be seen as a detriment in many areas and almost a form of discrimination. Also deal with energy poverty. A link here energypoverty.ca/background.pdf.

DAY 2

Opened up with a session on ROLE of SCIENCE in POLICY. This was an emphasis on Net-zero economies. I found it interesting that it echoed the ideas put forth by Chief Bellegrade the day before. Planet, People, and Profit. The first part of the equation in sustainability is realizing the economy is not the first part of the bigger equation. Link is www.transitionaccelerator.ca.

The concurrent session dealt with FINES and ENFORCEMENT. Three points were evident in this talk. There is a need for digital modernization in administering the fines, modernization in moving the backlog of cases, and an automated fine system for speeding where these machines can be put in trouble areas and programmed as need be or for 24/7. The pandemic showed problems in the system that have to be changed.

Next session was DIVERSE BUILDING OPTIONS in RURAL ONTARIO. This was a good seminar. First speaker was Habitat for Humanity, and it was stressed how important diverse options are. If no diversity one type of building being built will do nothing more than cause a logjam in supply thus not much help in the long run. Partnership is key, especially with municipalities and non-profits. The speaker, a Julia Deans, mentioned groupings of tiny homes. Link is jdeans@habitat.ca. Another link for tiny homes is for a zoning bylaw which deals with this in North Frontenac. www.northfrontenac.com. The talk with Mr. Justin Marchand from Ontario Aboriginal Housing Service was interesting that even though for the majority of help it is 86% off the Reserves, and help all peoples if need be, not just indigenous peoples. He stated social housing can be funded social finance programs and other partners, not just necessarily financing from municipalities. Municipalities can provide expertise in other services like planning, or surplus land or using their leverage in their credit options. And he stressed leverage does not always mean money. Diversity of housing will help alleviate the myopic lack of vision from the past 30 years. Link is jmarchand@oahssc.ca.

This need for diverse housing was also reflected in a talk from Home Opportunities. They buy land at market value and then do different forms of financing for this need of diverse housing. Links are www.homeopportunities.ca or m.labbe@homeopportunities.ca.

Another session dealt with housing but from a business outlook. Making sure we have housing for our workers. The manufacturing model is changing from global back to local. Manufacturers went overseas because of lower costs, but because of pandemic and supply chain issues because of globalization smaller manufacturers are staying or wanting to stay home as the paradigm is changing from costs to the costs of risk. Smaller manufacturers want communities with housing and industrial and commercial land available, which puts Dundalk in a good place.

I had mixed feelings of doing a virtual conference as meeting people from other areas in these forums are a big part of going to them. I did miss that aspect, however, with concurrent sessions I could have not attended in person all of them and I liked the fact that I could download all and look over the ones I did not attend at my leisure and pace. I had more information to bring back from the conference and that is why we attend. I was pleasantly surprised and thankful I was given the chance to attend.

Respectfully,
Councillor Martin Shipston

From: [MECP Land Policy \(MECP\)](#)
To: [MECP Land Policy \(MECP\)](#)
Subject: Proposed Subwatershed Planning Guide
Date: January 27, 2022 3:36:30 PM

Greetings,

I am reaching out to share that the Ministry of the Environment, Conservation and Parks is proposing a Subwatershed Planning Guide to help municipalities and other planning authorities in implementing provincial policy direction to undertake watershed and subwatershed planning that informs land use and infrastructure planning under the *Planning Act* in Ontario. Current guidance on subwatershed planning is nearly 30 years old. The proposed guide reflects current land use planning policies under provincial land use plans (such as [A Place to Grow, Growth Plan for the Greater Golden Horseshoe \(2020\)](#)) and the [Provincial Policy Statement \(2020\)](#), which recognize watersheds as meaningful for planning to protect, improve or restore water quality and quantity.

Subwatershed plans reflect the goals of a watershed plan but are tailored to tributary needs and local issues and provide detailed targets and actions on site-specific water resource planning issues. Subwatershed planning informs more detailed infrastructure planning and land use planning decisions under the *Planning Act*, such as secondary plans and plans of subdivision.

The proposed guide provides a general framework for subwatershed planning and includes:

- Roles and responsibilities.
- Relationship between watershed planning and land use and infrastructure planning.
- Purpose and principles of subwatershed planning.
- Steps, best practices and approaches applicable to subwatershed planning.
- Best practices for Indigenous community and stakeholder engagement in the subwatershed planning process.
- Some key technical tools and considerations.

This guide is intended for use by municipalities and other planning authorities to assist with implementing relevant provincial land use policy direction. It may also be of use or interest to other parties involved in subwatershed planning, municipal land use planning and infrastructure planning processes.

The proposed guide has been posted to the Environmental Registry for a 45-day public consultation from January 27, 2022 to March 13, 2022. To review and comment on the proposed document, please see the Environmental Registry proposal notice at <https://ero.ontario.ca/notice/019-4978> .

The Ministry of the Environment, Conservation and Parks will be hosting two

information webinars on the proposed guide, on February 16, 2022 from 1:00-2:30 p.m. and February 24, 2022 from 9:00-10:30 a.m. If you are interested in one of these webinars please go to this link to register:

- February 16: <https://www.eventbrite.ca/e/proposed-subwatershed-planning-guide-information-webinar-tickets-256263068737>
- February 24: <https://www.eventbrite.ca/e/proposed-subwatershed-planning-guide-information-webinar-tickets-256281885017>

Please pass this information along to colleagues, members of your organization, other organizations, and anyone else that may be interested.

If you have any questions or would like to discuss this proposal, please contact Jessica Isaac, Manager(A) and/or Emilee O’Leary, Senior Policy Analyst with the Land Use Policy Unit at MECP.LandPolicy@ontario.ca.

Sincerely,

Original Signed by:

Chris Lompart
Director (A), Environmental Policy Branch
Ministry of the Environment, Conservation and Parks

From: [Eowyn Spencer](#)
To: [Lindsey Green](#)
Subject: Draft Inventory of Programs Services - O.Reg 687/21 under the Conservation Authorities Act
Date: January 28, 2022 1:22:44 PM
Attachments: [GRCA Staff Report - GM-01-22-04 Draft Inventory of Programs and Services Requirement under O.Reg 687 21.pdf](#)
[1. January 2022 - GRCA GM Summary.pdf](#)

Greetings Township of Southgate Clerk's office:

Please be advised that at the regular meeting held on January 28, 2022, the GRCA General Membership passed the following motion:

*THAT the Grand River Conservation Authority Draft Inventory of Programs and Services be approved;
AND THAT the Draft Inventory of Program and Services be circulated to all participating municipalities;
AND THAT the Inventory of Programs and Services be presented to the General Membership for approval at the February meeting.*

Accordingly, GRCA Staff Report GM-01-22-06 Draft Inventory of Programs and Services and appendices are attached here as one file for your information. Upon final approval from the GRCA Board and in accordance with [O.Reg 687/21](#) under the *Conservation Authorities Act*, the Inventory of Programs and Services will be posted [on our website](#).

Should you have any comments on the inventory or questions regarding the requirement under O.Reg 687/21 to circulate this information to our participating municipalities, please reach out directly to [Samantha Lawson](#).

Also attached with this email is our regularly distributed General Meeting Summary for January 28, 2022.

Kind regards,

Eowyn Spencer
Executive Assistant
Grand River Conservation Authority

400 Clyde Road, PO Box 729
Cambridge, ON N1R 5W6
Office: 519-621-2763 ext. 2240
Toll-free: 1-866-900-4722

Grand River Conservation Authority

Report number: GM-01-22-04

Date: January 28, 2021

To: General Membership of the Grand River Conservation Authority

Subject: Draft Inventory of Programs and Services– Requirement under Ontario Regulation 687/21

Recommendation:

THAT the Grand River Conservation Authority Draft Inventory of Programs and Services be approved;

AND THAT the Draft Inventory of Program and Services be circulated to all participating municipalities;

AND THAT the Inventory of Programs and Services be presented to the General Membership for approval at the February meeting.

Summary:

As a requirement under *Ontario Regulation 687/21*, the Grand River Conservation Authority (GRCA) has completed a Transition Plan that outlines the process the conservation authority will go through to transition to the new funding/levy framework. A second requirement under this regulation is to develop an Inventory of Programs and Services based on the three categories identified in the Regulation. These categories include: (1) Mandatory, (2) Municipally requested, and (3) Other (Authority determines are advisable).

The regulation requires that the Inventory be submitted to the Ministry of the Environment, Conservation and Parks and circulated to all participating municipalities by February 28, 2022. The GRCA is also required to make the Inventory available to the public by posting it on the Authority's website (www.grandriver.ca).

At this time, the Phase 2 Regulations have not been released by the Province. This phase will include a review of the two current levies regulations (O. Reg. 670/00 "Conservation Authority Levies"; O. Reg. 139/96 "Municipal Levies") and Conservation Authority Fee Policy. It is anticipated that these updates to the regulations and policy will have an impact on the financial component of the Inventory.

Attached to this report are charts that provide information related to GRCA's Inventory of Programs and Services as required under Ontario Regulations 687/21-Section 6 "Inventory of Programs and Services". This information includes estimates and assumptions related to costs, cost allocations and revenue distribution and is subject to change as cost figures are refined and further direction is provided via the release of Phase 2 regulations.

Preliminary analysis suggests that the programs and services can be delivered without a significant change in total municipal levy support required compared with the current levy funding model. In addition, GRCA has established a transition reserve that can be used to fund new costs associated with moving to the new levy funding model.

Report:

On October 4, 2021 the 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 (categories 1-3)
- the process to enter into agreements with participating municipalities to fund category 2: Municipal programs and services.

The GRCA approved its Transition Plan through Resolution #21-189 on December 17, 2021 and the plan was submitted to the MECP, circulated to participating municipalities and posted on the Authority's website.

The next item required under the regulation is to develop an inventory of GRCA's programs and services. The inventory will list all the programs and services that the 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:

- Category 1: Mandatory programs and services as identified in *Ontario Regulation 686/21*. These programs will be funded through municipal levy.
- Category 2: Municipal programs and services that are provided at the request of the municipality. These programs can be funded through government and other agency grants and/or municipal funding under a memorandum of understanding (MOU) or agreement with the municipality.
- Category 3: Other programs and services that an Authority (Board) determines are advisable. These programs can be funded through self-generated revenue, user fees, government and other agency grants, donations, etc. Any use of municipal funding will require an agreement and would be subject to cost apportioning.

The Inventory of Programs and Services (February 28, 2022) will be an evolving document as the GRCA moves through the transition period. It is anticipated that refinements will be incorporated as negotiations with municipalities proceed and further discussions evolve within program areas.

It is important to note the synergies achieved by having a staffing model that allows staff to perform tasks and duties that provide service across different program areas and different categories. For example, conservation area staff provide support to:

- the Water Control Structures-flood Control, Small Dams and Ice Management (a Category 1 program),
- Conservation Lands Management- Operations and Capital Maintenance (a Category 1 program) and
- Conservation Areas (a Category 3 program)

The following attached charts provide a draft of the GRCA's Inventory of Programs and Services and information required under *Ontario Regulation 687/21* Section 6. For each chart, a brief description and comments are provided below.

Chart A: Programs and Services Inventory List - Categories, Descriptions, Category Rationale

Description:

Chart A provides an overview of the programs and services the GRCA currently offers. The list seeks to preserve the current financial reporting structure that is used for presenting the annual budget, financial updates to the board and internal financial management reports. This approach will help with comparability between historical financial information and information presented under the new regulations and this approach also facilitated generating cost estimates.

On Chart A each program and service has been categorized based on the criteria identified under the *Conservation Authorities Act* and supporting regulations. As required by regulation 687/21, Chart A explains why a program falls into category 1 by referencing applicable sections under *Ontario Regulation 686/21* "Mandatory Programs and Services".

Comments:

1. Phase 2 regulations have not been released and are expected to provide direction on how to allocate administration and overhead costs.
2. GRCA Corporate Services costs represent administration overhead costs and are shown separately in the inventory. These costs have not been allocated to program areas pending release of Phase 2 Regulations.
3. Some program/service may change between category 2 and 3 depending on discussions with municipalities
4. Deliverables identified under *Ontario Regulation 686/21* have been incorporated into the assigned program/service inventory. The Transition Reserve will provide any additional funding requirements needed to support the development of these deliverables. These include:
 - a. Ice Management Plan
 - b. Operations Plan - Natural Hazard Infrastructure
 - c. Asset Management Plan - Natural Hazard Infrastructure
 - d. Conservation Area Strategy
 - e. Land Inventory
 - f. Watershed-based Resource Management Strategy
5. Land acquisitions and dispositions will continue to be funded through the land sale proceeds reserve.

Chart B: Inventory of Programs and Services - Costs and Funding Sources

Description:

Chart B provides an overview of costs and identifies percentage of revenue sources.

The Regulation requires that the average annual cost of each program and service be provided based on the average of the last five years; however, if there is another value that better describes the cost of the program that is permitted provided it is justified. The GRCA has included program and services costs from the draft #1 2022 budget. With the high level of growth in the watershed, and corresponding demand for GRCA programs and Services the 2022 budget provides a more accurate estimate of cost than a five year running average.

This chart includes a breakdown of the percentage of revenue that supports the programs and services costs. Revenue categories include municipal levy, municipal MOUs/agreements under new regulations, provincial and federal and other municipal funding, self-generated revenue-specific to the program revenue (i.e. user fees), self-generated revenue that has been allocated from other program area revenue (i.e. property rentals and hydro production) and reserves.

Comments:

1. Revenue percentage distributions will change as costs fluctuate.
2. Estimated percentages for Municipal MOUs/agreements may change as negotiations with municipalities are completed.
3. Costs identified will be refined over time and subject to change by 2024.
4. Surplus revenues from certain Category 3 programs and services will help to fund other Category 3 programs and services that would otherwise have a deficit.
5. Reserves are shown as a distinct revenue source. This highlights where reserves are used to fund programs as part of an overall deliberate strategy of drawing on reserves that were generated by setting aside funding from prior years and now accessing reserves as needed.
6. The GRCF is a separate legal entity that provides funds to the GRCA through donations it receives. GRCA provides some services to assist with administrative operation of the Foundation and these costs are currently included in mandatory categories as applicable.
7. Hydro production costs include an amount that is allocated to reserves from annual program revenue which is consistent with GRCA's budget presentation.
8. The Source Water Protection Program is funded entirely by the province.

Chart C: Inventory of Programs and Services - Category 2: Details of Municipal Agreements

Description

Chart C is required to identify which municipality a program and service is provided for and when the agreement was entered into. This chart will be updated as category 2 agreements are negotiated with the participating municipalities.

Although the GRCA has negotiated MOUs with municipalities for a number of programs and services, these current agreements do not contain all the requirements identified in regulation and will be renegotiated.

Chart D: Inventory of Programs and Services - Category 3: Information Requirements.

Description

Chart D identifies the Category 3 programs and services and identifies whether the program/services have been financed through municipal levy, and what funding sources will be utilized to the support the program/service as of January 1, 2024.

Comments:

1. Environmental Education is expected to transition to a self-funding business model that is not reliant on municipal levy and could include funding from fee revenue, donations and other external funding sources. A program evaluation is currently underway and the Transition Reserve may be used to help fund this program after 2023 until the program has fully implemented a self-sustaining business model.

As identified in the GRCA Transition Plan and required under the regulations, regular progress reports on the Inventory of Programs and Services must be submitted to the MECP and posted to the GRCA's website. These reports will identify any challenges and changes that have resulted during negotiations with participating municipalities. It is anticipated as the GRCA moves through the transition period that programs and services costs will be refined and more accurate percentages of revenue allocation will be identified.

On February 25, 2022 an updated version of the Inventory of Programs and Services will be presented to the Board for approval. If approved, the Inventory will be submitted to MECP, circulated to participating municipalities and posted to the GRCA website to meet the regulatory timeline of February 28, 2022.

Financial Implications:

Based on the draft Inventory and corresponding financial requirements for category 1 and 2 programs and services, there does not appear to be a significant change in municipal support (levy plus municipal MOUs) required compared to the current levy funding model. Additionally, the GRCA has a Transition Reserve to assist with transition costs (such as administration, legal and consultant) and to provide supplemental funding to programs where minor gaps in funding exist or new regulatory deliverables are required.

Other Department Considerations:

Not applicable.

Submitted by:

Samantha Lawson
Chief Administrative Officer

CHART A

Programs & Services Inventory Listing - Category, Description, Rationale for Category

GRAND RIVER CONSERVATION AUTHORITY

Draft January 28th, 2022 to General Membership

	Programs & Services Inventory	Category 1-Mandatory 2-Municipal P&S 3-Other	Applicable Section of the Act	Description	Category 1 Programs & Services- Applicable Section under Regulation 686/21 'Mandatory Programs and Services'
1	Flood Forecasting & Warning (FFW)	1	<p><u>21.1 (1) para 1. (i)</u> P&S related to risk of natural hazards</p> <p><u>21.1 (1) para 1. (iv)</u> Services provided related to duties and functions under the Act.</p> <p><u>21.1 (1) para 2.</u> Other P&S not included in para 1.</p>	<ul style="list-style-type: none"> • Maintain computerized FFW system. • Operate 24 hour on call/duty officer system to respond to flooding events. • Maintain Communications and Emergency Response systems. • Collect and maintain data from streamflow gauges, rainfall gauges, and snow courses. 	<p>Section 2 Flood forecasting and warning</p> <p>Section 12 (1)2, 12(1)3, 12(1)4</p>
2	Water Control Structures-Flood Control, Small Dams & Ice Management	1	<p><u>21.1 (1) para 1. (i)</u> P&S related to risk of natural hazards - <i>Flood Control Structures & Ice Management</i></p> <p><u>21.1 (1) para 1. (ii)</u> P&S related to management of lands owned by Authority- <i>Small Dams</i></p>	<p><u>Flood Control Structures</u> Operate and maintain 7 major flood control structures, 5 major dike systems.</p> <ul style="list-style-type: none"> • Perform dam safety reviews, inspections, monitoring, and capital maintenance and upgrade projects. • Develop and implement public safety plans for structures. <p><u>Small Dams</u></p> <ul style="list-style-type: none"> • Operate and maintain 22 small dams and surrounding lands. <p><u>Ice Management</u></p> <ul style="list-style-type: none"> • Perform Ice Management Activities and respond to flooding from ice jams. • <i>NEW-Develop and Implement Operational Plan Natural Hazard Infrastructure by Dec 31, 2024</i> 	<p>Section 1 (1) (3) Risk of flooding hazard</p> <p>Section 5 (1) (1) Water control infrastructure</p> <p>Section 5 (1) (2) Erosion control infrastructure</p> <p>Section 9 (2) (i), (ii), (iv) Conservation lands-required component</p> <p>Section 4 - Ice management</p>

	Programs & Services Inventory	Category 1-Mandatory 2-Municipal P&S 3-Other	Applicable Section of the Act	Description	Category 1 Programs & Services- Applicable Section under Regulation 686/21 'Mandatory Programs and Services'
				<ul style="list-style-type: none"> <i>NEW-Develop Asset Management Plan Natural Hazard Infrastructure by Dec 31, 2024</i> <i>NEW - Develop Ice Management Plan by December 31, 2024</i> 	
3	Floodplain Mapping	1	<u>21.1 (1) para 1. (i)</u> P&S related to risk of natural hazards	<ul style="list-style-type: none"> Update and maintain flood line mapping. Develop natural hazards mapping. 	Section 1 (3) (1) (i) Collect information and map areas of natural hazards.
4	Resource Planning- Plan Input and Review, Permitting and Solicitor Enquiries	1	<u>21.1 (1) para 1. (i)</u> P&S related to risk of natural hazards	<ul style="list-style-type: none"> Process permits related to development, alteration or other activities in regulated areas. Review official plans, secondary and community plans, zoning bylaws, development applications and other proposals (i.e. environmental assessments) Enforce applicable regulations. Develop and maintain policies and guidelines to manage natural hazards. Provide advisory services to the province and municipalities. 	<p>Section 6 - comment on applications, proposals</p> <p>Section 7 - plan review, comments</p> <p>Section 8 - administering and enforcing the act</p>
5	Resource Planning- Natural Heritage Management	2	<u>21.1.1</u> P&S provided on behalf of a municipality under an MOU	<ul style="list-style-type: none"> Provide services related to natural heritage for planning and other applications or projects. Provide services/assistance to identify, enhance, restore, rehabilitate, and protect natural heritage ecosystems in the watershed. Develop and maintain policies and guidelines to assist in management of natural heritage resources. 	<p>Not applicable.</p> <p>See CHART C for information required to be provided under Regulation Section 6 Subsection (5).</p>
6	Watershed Resources- Planning	1	<u>21.1 (1) para 1. (i)</u> P&S related to risk of natural hazards <u>21.1 (1) para 1. (iii)</u> P&S related to duties as a source protection authority	<ul style="list-style-type: none"> Operate monitoring stations. Maintain provincial ground monitoring network (PGWN). Maintain water budget to support sustainable water use in the watershed. Operate a drought response program. Analyze and report on water quality conditions in the Grand River. 	<p>Section 3 - Drought or low water response.</p> <p>Section 5 (2) (1) - Develop Operational Plan</p> <p>Section 5 (2) (2) - Develop Asset Management Plan</p> <p>Section 5 (4)</p>

	Programs & Services Inventory	Category 1-Mandatory 2-Municipal P&S 3-Other	Applicable Section of the Act	Description	Category 1 Programs & Services- Applicable Section under Regulation 686/21 'Mandatory Programs and Services'
			under the Clean Water Act. <u>21.1 (1) para 1. (2)</u> Other P&S prescribed by regulations.	<ul style="list-style-type: none"> • Provide advice on water use permits to province. • Report on emerging climate change impacts. • <i>NEW - Prepare Watershed-based Resource Management Strategy by Dec 31, 2024</i> 	Update operational or asset management plans Section 12 (1) 1. - Groundwater Monitoring Section 12 (1) 2. - Stream Monitoring Section 12 (1) 3. - Watershed-based Management Strategy Section 13 - Source Protection Authority under Clean Water Act
7	Watershed Resources-Subwatershed Planning	2	<u>21.1.1</u> P&S provided on behalf of a municipality under an MOU	<ul style="list-style-type: none"> • Partner with municipalities to provide natural heritage input and review for subwatershed and other plans for streams and tributaries, which provide background on surface water, ground water, natural heritage ecosystems and recommend sustainable solutions to urban growth. 	Not applicable. See CHART C for information required to be provided under Regulation Section 6 Subsection (5).
8	Source Protection Planning	1	<u>21.1 (1) para 1. (iii)</u> P&S related to duties as a source protection authority under the Clean Water Act.	<ul style="list-style-type: none"> • Deliver the provincial source protection planning program under the Clean Water Act 2006 for the Lake Erie Source Protection Region made up of four watersheds. 	Section 13 - Source Protection Authority under Clean Water Act
9	Conservation Services-Rural Water Quality Program (RWQP)	2	<u>21.1.1</u> P&S provided on behalf of a municipality under an MOU	<ul style="list-style-type: none"> • Coordinate the grant program delivered to private landowners to encourage adoption of agricultural and rural landowner best management practices and projects to improve and protect water quality, soil health and related initiatives (i.e. restore natural areas and private land tree planting). • Deliver special program initiatives that study and/or provide awareness and education related to improving and protecting water quality and related initiatives. 	Not applicable. See CHART C for information required to be provided under Regulation Section 6 Subsection (5).

	Programs & Services Inventory	Category 1-Mandatory 2-Municipal P&S 3-Other	Applicable Section of the Act	Description	Category 1 Programs & Services- Applicable Section under Regulation 686/21 'Mandatory Programs and Services'
10	Conservation Services - Community Events (<i>Outreach</i>)	3	<u>21.1.2</u> P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	<ul style="list-style-type: none"> Co-ordinate community events e.g. children's water festivals Agricultural and landowner workshops to promote landowner environmental stewardship action. Co-ordinate GRCA volunteer activities to enable public participation in GRCA environmental activities. 	Not applicable. See CHART D for information required to be provided under Regulation Section 6 Subsection (6).
11	Conservation Lands Management- Operating and Capital Maintenance costs related to authority owned lands including Trail Management, Land acquisitions and disposal, property taxes	1	<u>21.1 (1) para 1. (ii)</u> P&S related to conservation and management of lands owned by Authority.	<ul style="list-style-type: none"> Maintain passive conservation areas. Maintain property integrity (i.e. encroachments) and security (unauthorized use) Develop and maintain trail network. Manage wetlands and floodplain lands. Capital and operational support services provided to maintain the built infrastructure on GRCA lands. Create and maintain Asset Management Plan for built infrastructure on GRCA lands. Dispose of lands declared surplus and plan for disposition of other surplus lands. Acquire environmentally significant conservation lands (<i>greenspace management</i>). NEW- Prepare a conservation area strategy NEW - Prepare a land inventory by Dec 31, 2024 	<p>Section 9 (1) (1) prepare a conservation area strategy by Dec 31, 2024.</p> <p>Section 9 (1) (2) Conservation lands-required component-objectives</p> <p>Section 9 (1) (3) prepare land inventory by Dec 31, 2024</p>
12	Conservation Lands Management- Hazard Tree Management, Forestry Management- Operations	1	<u>21.1 (1) para 1. (i)</u> P&S related to risk of natural hazards <u>21.1 (1) para 1. (ii)</u> P&S related to conservation and management of lands owned by Authority.	<ul style="list-style-type: none"> Operate hazard tree management program on GRCA lands Deliver forest management, tree planting, woodlot thinning, selective harvesting, and naturalization projects on GRCA lands Maintain the Managed Forest Tax Incentive Program. Invasive Species Management. 	<p>Section 1 (1) (4) Risk of hazardous lands</p> <p>Section 9 (1) (2) Conservation lands-required components</p>

	Programs & Services Inventory	Category 1-Mandatory 2-Municipal P&S 3-Other	Applicable Section of the Act	Description	Category 1 Programs & Services- Applicable Section under Regulation 686/21 'Mandatory Programs and Services'
13	Conservation Lands- Natural Heritage Management	1	<u>21.1 (1) para 1. (ii)</u> P&S related to conservation and management of lands owned by Authority.	<ul style="list-style-type: none"> • Provide planning services/assistance to enhance, restore, rehabilitate, and protect aquatic and terrestrial ecosystems on GRCA owned lands. 	Section 9 (2) (iv) Conservation lands-required components
14	Private Land Tree Planting & Nursery Operations	3	<u>21.1.2</u> P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	<ul style="list-style-type: none"> • Provide services to private and public landowners and community groups to engage in tree planting activities. • Operate the Burford Nursery. 	Not applicable. See CHART D for information required to be provided under Regulation Section 6 Subsection (6).
15	Environmental Education	3	<u>21.1.2</u> P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	<p>Deliver outdoor education sessions:</p> <ul style="list-style-type: none"> • school classes • day-camp program • community groups • private groups <p>Operate six outdoor education centres-Apps, Laurel Creek, Shades Mills, Guelph, Taquanyah, Rockwood.</p>	Not applicable. See CHART D for information required to be provided under Regulation Section 6 Subsection (6).
16	Property Rentals	3	<u>21.1.2</u> P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	<ul style="list-style-type: none"> • Rent 733 cottage lots at Belwood Lake and Conestogo Lake. • Lease agricultural lands. • Lease 8 residential units. • Over 50 miscellaneous commercial agreements for use of GRCA lands. 	Not applicable. See CHART D for information required to be provided under Regulation Section 6 Subsection (6).
17	Hydro Production	3	<u>21.1.2</u> P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	<ul style="list-style-type: none"> • Generate hydro from turbines at four dams (Shand, Conestogo, Guelph and Drimmie). 	Not applicable. See CHART D for information required to be provided under Regulation Section 6 Subsection (6).

	Programs & Services Inventory	Category 1-Mandatory 2-Municipal P&S 3-Other	Applicable Section of the Act	Description	Category 1 Programs & Services- Applicable Section under Regulation 686/21 'Mandatory Programs and Services'
18	Conservation Areas	3	<u>21.1.2</u> P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	<ul style="list-style-type: none"> • Operate 11 active Conservation Areas (8 camping and 3 day-use only). • Operate Luther Conservation Area • Offer hunting on some GRCA Lands 	Not applicable. See CHART D for information required to be provided under Regulation Section 6 Subsection (6).
19	Communications-Mandatory	1	<u>21.1 (1) para 1. (iv)</u> Services provided related to duties and functions under the Act.	<ul style="list-style-type: none"> • Media Relations • Public Relations and awareness building • Website management • Social media management • Community engagement and public consultation • Corporate brand management 	Regulations pending.
20	Communications-Non-mandatory programs	3	<u>21.1.2</u> P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	<ul style="list-style-type: none"> • Media Relations • Public Relations and awareness building • Website management • Social media management 	Not applicable. See CHART D for information required to be provided under Regulation Section 6 Subsection (6).
21	Corporate Services-Mandatory	1	<u>21.1 (1) para 1. (iv)</u> Services provided related to duties and functions under the Act.	<p>Provide the following administrative services that support mandatory program delivery:</p> <ul style="list-style-type: none"> • Office of the CAO • Finance • Human Resources/ Health & Safety • Payroll • Office Services • Building Services <p>Administrative expenses incurred:</p> <ul style="list-style-type: none"> • General membership • Head office building • Office supplies, postage, bank fees • Head office communication system • Insurance • Audit Fees 	Regulations pending.

	Programs & Services Inventory	Category 1-Mandatory 2-Municipal P&S 3-Other	Applicable Section of the Act	Description	Category 1 Programs & Services- Applicable Section under Regulation 686/21 'Mandatory Programs and Services'
				<ul style="list-style-type: none"> • Consulting, legal, labour relations • H&S Equipment, inspections, training • Conservation Ontario Fees • Corporate Professional Development • Unallocated Motor Pool and Information • Systems and Technology expenses • Uninsured losses, damage to GRCA assets 	
22	Corporate Services- Non-Mandatory programs	3	<u>21.1.2</u> P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	Allocate administrative services and expenses that are incremental to delivering non-mandatory programs: <ul style="list-style-type: none"> • Finance • Office supplies, postage, bank fees • Head office communication system • Insurance • Audit Fees • Consulting, legal, labour relations • H&S Equipment, inspections, training • Conservation Ontario Fees • Corporate Professional Development • General 	Not applicable. See CHART D for information required to be provided under Regulation Section 6 Subsection (6).

CHART B

P&S Inventory Listing - Costs & Funding Sources

GRAND RIVER CONSERVATION AUTHORITY

Draft January 10th, 2021 to P&S Inventory Staff Meeting

Ref #	P&S Inventory Name	Category	TOTAL EXPENSES (Source: draft 2022 Budget)	Municipal Levy	Municipal MOUs/ Agreements	Provincial / Federal / Other Municipal	Self-Generated- Program Revenue	Self-Generated- Other Revenue (note 1)	Reserves	Comment
1	Flood Forecasting & Warning (FFW)	1	\$1,033,000	82%		16%			2%	Provincial Section 39 Funding
2	Water Control Structures- Flood Control, Small Dams, Ice Management	1	\$3,457,700	70%		29%			1%	Provincial Section 39 Funding and WECl Funding
3	Floodplain Mapping	1	\$100,000	100%		TBD			TBD	Federal Funding available for special projects combined with use of reserves.
4	Resource Planning- Plan Input and Review, Permitting and Solicitor Enquiries	1	\$2,051,200	50%			50%			Permit, Plan Review & Solicitor Enquiry Fee Revenue
5	Resource Planning- Natural Heritage Management	2	\$240,000		85%	15%				Federal-Species at Risk
6	Watershed Resources- Planning	1	\$1,651,400	93%		TBD	2%		5%	Provincial-Waste Water Optimization Program (WWOP)
7	Watershed Resources- Subwatershed Planning	2	\$233,000		80%	20%				Other Municipal-Current Municipal agreements
8	Source Protection Planning	1	\$640,000			100%				Provincial Funding
9	Conservation Services- Rural Water Quality Program (RWQP)	2	\$1,386,200		40%	60%				Other Municipal- Current Municipal agreements
10	Conservation Services - Community Events (Outreach)	2	NIL		50%		50%			Funding distribution contingent on specific event. Self-Generated: may include donations.

Ref #	P&S Inventory Name	Category	TOTAL EXPENSES (Source: draft 2022 Budget)	Municipal Levy	Municipal MOUs/ Agreements	Provincial / Federal / Other Municipal	Self-Generated-Program Revenue	Self-Generated-Other Revenue (note 1)	Reserves	Comment
11	Conservation Lands Management- Operating and Capital Maintenance costs related to authority owned lands including Trail Management, Land acquisitions and disposals, property taxes	1	\$2,043,800	95%					5%	Reserves for Demolition expense. Land acquisition and disposal costs are funded with reserves.
12	Conservation Lands Management- Hazard Tree Management, Forestry Management- Operations	1	\$509,900	90%			10%			Timber Sales Revenue, Donations
13	Conservation Lands- Natural Heritage Management	1	\$238,000	100%			TBD			TBD-Ecological Restoration special projects with external funding
14	Private Land Tree Planting & Nursery Operations	3	\$862,400				65%	35%		Fee revenue and allocation of Category 3 Fee Revenue
15	Environmental Education	3	\$653,600				80%	20%		Fee Revenue
16	Property Rentals	3	\$1,022,500				100%			Fee Revenue
17	Hydro Production	3	\$210,000				100%			Fee Revenue
18	Conservation Areas	3	\$9,428,000				91%	3%	6%	Fee Revenue
19	Communications-Mandatory	1	\$477,500	100%						
20	Communications- Non-mandatory programs	3	\$100,000					100%		Allocation of Category 3 Fee Revenue
21	Corporate Services- Mandatory	1	\$3,498,288	87%		2%	1%		10%	Provincial SPP funding, Interest Income
22	Corporate Services- Non-Mandatory programs	3	\$1,086,000					100%		Allocation of Category 3 Fee Revenue

Note 1-Self generated-Other Revenue represents surplus revenue from category 3 programs (Property Rentals, Hydro Production) and interest income.

CHART C

Programs & Services Inventory Listing - Category 2 - Details of Municipal Agreements

GRAND RIVER CONSERVATION AUTHORITY

Draft January 28th, 2022 to General Membership

Extract:

Ontario Regulations 687/21 - Transition Plans and Agreements for Programs and Services Under Section 21.1.2 of the Act

Section 6 Subsection 5 requirements

(5) For each Category 2 program or service listed in the inventory under clause (2) (a), the authority shall include the following information:

1. The name of the municipality on behalf of which the program or service is provided.
2. The date on which the authority and the municipality entered into a memorandum of understanding or another agreement with respect to the provision of the program or service.

Programs & Services Inventory	Category 1-Mandatory 2-Municipal P&S 3-Other	Applicable Section of the Act	Description	Memorandum of Understanding (MOU)/Agreement Status
Resource Planning- Natural Heritage Management	2	<u>21.1.1</u> P&S provided on behalf of a municipality under an MOU	<ul style="list-style-type: none"> • Provide services related to natural heritage for planning and other applications or projects • Provide services/assistance to identify, enhance, restore, rehabilitate, and protect natural heritage ecosystems in the watershed. • Develop and maintain policies and guidelines to assist in management of natural heritage resources. 	As at Feb 28, 2022 MOUs have yet to be negotiated with municipalities. Future updates to the P&S Inventory listing will reflect status of MOU's.
Watershed Resources- Subwatershed Planning	2	<u>21.1.1</u> P&S provided on behalf of a municipality under an MOU	<ul style="list-style-type: none"> • Partner with municipalities to provide natural heritage input and review for subwatershed and other plans for streams and tributaries, which provide background on surface water, ground water, terrestrial and aquatic ecosystems and recommend sustainable solutions to urban growth. 	Modified and/or additional MOUs will need to be negotiated with municipalities. Future updates to the P&S Inventory listing will reflect the status of MOUs.
Conservation Services- Rural Water Quality Program (RWQP)	2	<u>21.1.1</u> P&S provided on behalf of a municipality under an MOU	<ul style="list-style-type: none"> • Coordinate the grant program delivered to private landowners to encourage adoption of agricultural management practices and projects to improve and protect water quality soil health and related initiatives (i.e. restore natural areas and private land tree planting). • Deliver special program initiatives that study and/or provide awareness and education related to improving and protecting water quality and related initiatives. 	Modified and/or additional MOUs will need to be negotiated with municipalities. Future updates to the P&S Inventory listing will reflect the status of MOUs.

CHART D

Programs & Services Inventory Listing - Category 3 - Information Requirements

GRAND RIVER CONSERVATION AUTHORITY

Draft January 28th, 2021 to General Membership

Extract:

Ontario Regulations 687/21 - Transition Plans and Agreements for Programs and Services Under Section 21.1.2 of the Act

Section 6 Subsection 6 requirements

For each Category 3 program or service listed in the inventory under clause (2) (a), the authority shall include the following information:

1. Whether or not the program or service was financed, in whole or in part, through municipal levies collected from participating municipalities.
2. Whether or not the authority intends to seek to enter into a cost apportioning agreement with one or more participating municipalities to ensure all or part of the financing of the program or service after the transition date.

Programs & Services Inventory	Category 1- Mandatory 2- Municipal P&S 3- Other	Applicable Section of the Act	Description	Section 6 (6) Info Requirements
Conservation Services - Community Events (<i>Outreach</i>)	3	21.1.2 P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	<ul style="list-style-type: none"> • Co-ordinate community events e.g. children's water festivals • Agricultural and landowner workshops to promote landowner environmental stewardship action. • Co-ordinate GRCA volunteer activities to enable public participation in GRCA environmental activities. 	<p>Program and Service has been financed in part through municipal levies.</p> <p>GRCA will seek to obtain other funding sources to deliver these types of programs and services.</p>
Private Land Tree Planting & Nursery Operations	3	21.1.2 P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	<ul style="list-style-type: none"> • Provide services to private and public landowners and community groups to engage in tree planting activities. • Operate the Burford Nursery. 	<p>Program and Service has been financed in part through municipal levies.</p> <p>GRCA would seek to obtain other funding sources to deliver this program and service.</p> <p><i>Note: Indirect overhead costs related to this program are included under Communications (non-mandatory) and Corporate Services (non-mandatory) listed below.</i></p>

Programs & Services Inventory	Category 1- Mandatory 2-Municipal P&S 3-Other	Applicable Section of the Act	Description	Section 6 (6) Info Requirements
Environmental Education	3	21.1.2 P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	Deliver outdoor education sessions: <ul style="list-style-type: none"> • school classes • day-camp program • community groups • private groups Operate six outdoor education centres- Apps, Laurel Creek, Shades Mills, Guelph, Taquanyah, and Rockwood.	Program and Service has been financed in part through municipal levies. GRCA will seek to obtain other funding sources to deliver this program and service. <i>Note: Indirect overhead costs related to this program included under Communications (non-mandatory) and Corporate Services (non-mandatory) listed below.</i>
Property Rentals	3	21.1.2 P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	<ul style="list-style-type: none"> • Rent 733 cottage lots at Belwood Lake and Conestogo Lake. • Lease agricultural lands • Lease 8 residential units • Over 50 miscellaneous commercial agreements for use of GRCA lands. 	Program and Service was not financed through municipal levies. <i>Note: Indirect overhead costs related to this program included under Communications (non-mandatory) and Corporate Services (non-mandatory) listed below.</i>
Hydro Production	3	21.1.2 P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	<ul style="list-style-type: none"> • Hydro generating revenue earned at four dam locations (Shand, Conestogo, Guelph and Drimmie). 	Program and Service was not financed through municipal levies. <i>Note: Indirect overhead costs related to this program included under Communications (non-mandatory) and Corporate Services (non-mandatory) listed below.</i>
Conservation Areas	3	21.1.2 P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	<ul style="list-style-type: none"> • Operate 11 active Conservation Areas (8 camping and 3 day-use only). • Operate Luther Conservation Area • Offer hunting on some GRCA Lands 	Program and Service was not financed through municipal levies. <i>Note: Indirect overhead costs related to this program included under Communications (non-mandatory) and Corporate Services (non-mandatory) listed below.</i>

Programs & Services Inventory	Category 1- Mandatory 2- Municipal P&S 3- Other	Applicable Section of the Act	Description	Section 6 (6) Info Requirements
Communications- Non-mandatory programs	3	21.1.2 P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	<ul style="list-style-type: none"> • Media Relations • Public Relations and awareness building • Website management • Social media management 	<p>Program and Service has been financed in whole through municipal levies.</p> <p>GRCA will allocate revenue from other programs and services.</p>
Corporate Services- Non-Mandatory programs	3	21.1.2 P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	<p>Allocate administrative services and expenses that are incremental to delivering non-mandatory programs:</p> <ul style="list-style-type: none"> • Finance • Office supplies, postage, bank fees • Head office communication system • Insurance • Audit Fees • Consulting, legal, labour relations • H&S Equipment, inspections, training • Conservation Ontario Fees • Corporate Professional Development • General 	<p>Program and Service has been financed in whole through municipal levies.</p> <p>GRCA will allocate revenue from other programs and services.</p>



Grand River Conservation Authority

Summary of the General Membership Meeting – January 28, 2022

To GRCA/GRCF Boards and Grand River watershed municipalities - Please share as appropriate.

Action Items

The Board approved the resolutions in the following reports as presented in the agenda:

- GM-01-22-04 - Draft Inventory of Programs and Services - Requirement under Ontario Regulation 687/21
- GM-01-22-06 - Budget 2022 Draft #2
- GM-01-22-03 - Refuse Collection and Recycling RFP
- GM-01-22-08 - Speed River Hydraulic Model Development Contract Award - Stantec Consulting
- GM-01-22-C01 – Property Disposition - County of Brant (Closed agenda)

Information Items

The Board received the following reports as information:

- Minutes of the Ad-Hoc Conservation Authorities Act Committee - January 14, 2022
- GM-01-22-05 - 2019-2021 Strategic Plan Update
- GM-01-22-01 - Cash and Investment Status
- GM-01-22-02 - Development, Interference with Wetlands and Alterations to Shorelines Regulation
- GM-01-22-07 - Current Watershed Conditions

Correspondence

The Board received the following correspondence:

- The Honourable Greg Rickford, Minister of Northern Development, Mines, Natural Resources and Forestry Re: Flooding in British Columbia
- O:se Kenhionhata:tie Land Back Camp Re: GRCA Relations

Delegations

The Board heard from the following delegations:

- Marco Coniglio, Jim Baker, and Tony Jackson regarding the Pheasant Hunt Program at Conestogo Lake Conservation Area

Source Protection Authority

The General Membership of the GRCA also acts as the Source Protection Authority Board. No meeting was held this month.

Election of Officers

The board elects a chair and vice-chair each January to serve for the coming year.

- Chris White was acclaimed as Chair of the Grand River Conservation Authority for a second one-year term
- Susan Foxton was acclaimed as Vice-Chair of the Grand River Conservation Authority for a second one-year term

For full information, please refer to the [January 28 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 February 25, 2022.

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'.

From: [Tim Lanthier](#)
To: [Tim Lanthier](#)
Cc: [Jennifer Stephens \(SVCA\)](#); mcouture@kincardine.ca; [Carl Seider](#)
Subject: GSCA Inventory of Programs and Services
Date: January 28, 2022 3:05:52 PM
Attachments: [image001.png](#)
[image002.png](#)
[GSCA_TRANSITION-PLAN-INVENTORY-PROG-SERV_v1.0_26JAN2022.pdf](#)

Hello,

Please find attached GSCA's Inventory of Programs and Services as required under Regulation 687/21, made pursuant to the Conservation Authorities Act.

You are receiving this because your municipality is one of the specified municipalities that constitute the Source Protection Region that GSCA is the lead agency for. Additionally, your municipality may have a Risk Management Agreement with the GSCA (Category 2 program).

This inventory of Programs and Services has been embedded as an appendix to GSCA's Transition Plan and represents the level of service that GSCA is currently providing. The inventory illustrates which programs/services are identified as Category 1 (Mandatory), Category 2 (Municipal Service) and Category 3 (Other Programs and Services). The approximate cost of providing each program and service is shown, as is the approximate proportion of levy utilized to fund each. The cost of the RMO Agreement to your municipality are specified in that agreement.

We look forward to working with you, your staff and your council, as necessary, over the next year to discuss this inventory and to formulate and execute any necessary changes that may be required to the RMO agreements.

I would be happy to discuss this inventory with you, or your designated staff, in the near future.

Kind regards,

Tim Lanthier
Chief Administrative Officer

519.376.3076 Ext. 234
237897 Inglis Falls Road
Owen Sound, ON N4K 5N6
www.greysauble.on.ca



Please note that due to the recent surge in COVID-19 cases, GSCA's Administrative Office is closed to the public until further notice. During this time, some GSCA staff will be working remotely and may not have access to office phones. Please utilize email as the most reliable way to reach our staff at this time. A full staff directory is available on our website. Rest assured that GSCA is committing to continuing to provide a high level of service and staff will be doing their best to ensure this. As this is a rapidly evolving situation, please monitor our website at www.greysauble.on.ca for up-to-date information.

For after-hours non-911 emergencies please call 226-256-8702. Please do not use this number for planning related inquiries. For information regarding properties, visit our website at www.greysauble.on.ca.



Grey Sauble Conservation Authority Transition Plan

Conservation Authority Act Amendments Mandatory and Non-Mandatory Programs and Services and Functional Workplan

January 26, 2022



PROTECT. RESPECT. CONNECT.

237897 Inglis Falls Road, Owen Sound ON, N4K 5N6

519-376-3076

www.greysauble.on.ca

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GSCA Transition Plan: Conservation Authorities Act Changes

Transition Period

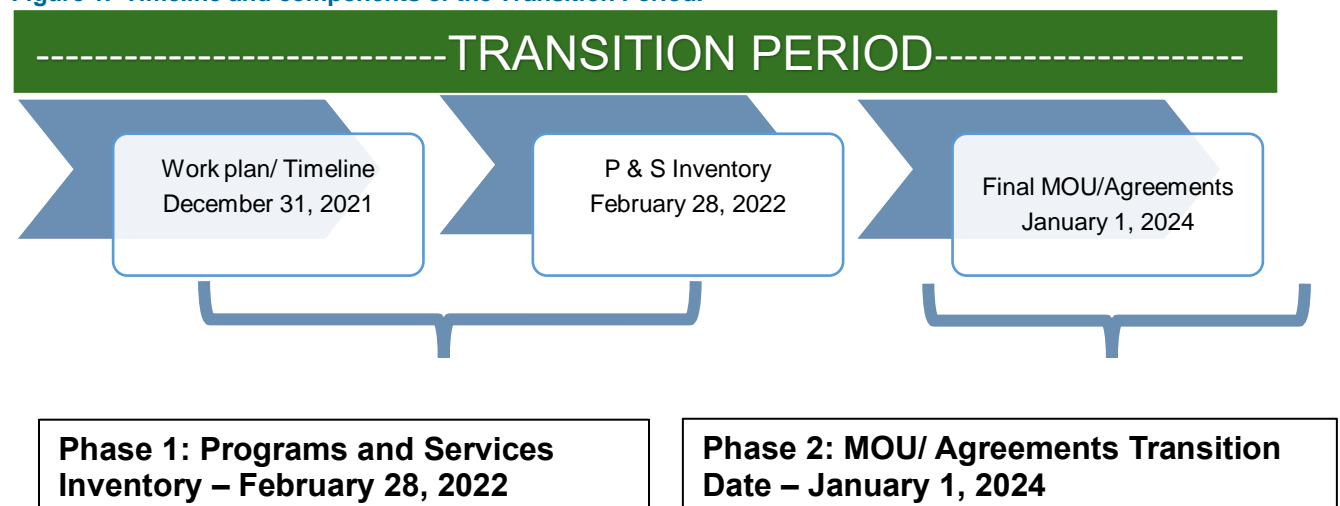
The purpose of the transition period is to prepare conservation authorities and municipalities for the change to the budgeting process based on the delivery of mandatory and non-mandatory programs and services by January 1, 2024. This Transition Plan will lay out the two phases of the Transition Period and will establish a rough timeline for the carrying out of these activities.

There are two phases to the Transition Period (Figure 1). The first phase requires the development of this Transition Plan which consists of a workplan/timeline, as well as an inventory of programs and services. The Transition Plan portion is required to be submitted to the Ministry of Environment, Conservation and Parks (MECP) and to be made available to the public by December 31, 2021. The associated inventory of programs and services must be provided to the MECP no later than February 28, 2022.

This document has been revised for the January 26, 2022 Board Meeting to include the required Inventory of 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 and in place by the transition date of January 1, 2024.

Figure 1. Timeline and components of the Transition Period.



Legislative Requirements for the Transition Plan

The applicable legislative requirements for the Transition Plan are shown in Table 1 below.

Table 1: Requirements for a Transition Plan (see 21.1.4 (2)) of the *Conservation Authorities Act* and Corresponding Sections in this Guidance document

Prescribed Dates	Key Deliverables
December 31, 2021	Transition Plan
February 28, 2022	Inventory of Programs and Services
July 1, 2022 - October 1, 2023	Quarterly Progress Reports: Status of Inventory and Agreement Negotiations
October 1, 2023	Request for Extension Deadline
January 1, 2024	Transition Date: All required MOU's/Agreements to be implemented
January 31, 2024	Final Report: Final Inventory and Statement of Compliance Re: Agreements
December 31, 2024	Mandatory Programs and Services Deliverables to be completed

Workplan/Timeline and Consultations

Background

As outlined in Ontario Regulation 687/21: Transition Plans and Agreements for Programs and Services Under Section 21.1.2 of the Act, the Transition Plan is to include a work plan and timeline outlining the steps a conservation authority plans to take to develop and enter into agreements with its participating municipalities. The Transition Plan is to include the consultation process with participating municipalities on the inventory of all the Authority's programs and services and the steps to be taken to enter into agreements where municipal levy is required to fund non-mandatory programs and services. See Figure 2 for further details.

Figure 2: Description of CA Programs and Service Categories as per MECP (for inventory)

1. **Mandatory programs and services (Category 1):** municipal levy can be used without any agreement
2. **Municipal programs and services (Category 2):** non-mandatory programs and services at the request of a municipality, with municipal funding provided through a MOU/agreement.
3. **Other programs and services (Category 3):** non-mandatory programs and services an authority determines are advisable. Use of municipal levy for these programs requires a MOU/agreement with participating municipalities.

The workplan/timeline and inventory of programs and services will support 2024 budget discussions including the newly proposed categorization of CA programs and services as Categories 1, 2, or 3 and with specification of the funding mechanism as per Figure 2. It should be recognized that some municipal partners may have an overlap of more than one conservation authority's jurisdiction within their municipal boundaries and the specific process between authorities may not align perfectly. GSCA has created its programs and service inventory to align with its annual budget documents.

Gantt Chart Timeline

Grey Sauble Conservation Authority has prepared a Gantt Chart to outline the proposed timelines associated with Phases 1 and 2 of the Transition Period. These are shown below in Tables 2, 3 and 4.

Year	Task	January	February	March	April	May	June	July	August	September	October	November	December
Phase 1: 2021	Arrange Preliminary Visits to municipal councils												
	Attend municipal councils to discuss timelines from Consultation Guide												
	Develop Transition Plan Timeline												
	Draft Inventory Programs and Services												
	Assign FTE's to Programs and Services (Internal)												
	Establish/Confirm municipal staff leads/contacts												
	Determine anticipated funding sources for each P&S												
	Provide GSCA Board with list of P&S and Gantt Chart for circulation approval												
	Circulate workplan, Gantt Chart and draft inventory to municipal partners												
	Meetings with municipal staff leads/contacts												
	Follow up meetings with municipal staff (if necessary)												
	Follow up meetings with municipal councils (if requested)												
	Deadline for receiving comments on workplan, timeline and/or P&S inventory												
	Final Transition Plan timeline approved by GSCA Board of Directors												
	Submit Transition Plan timeline to MECP												
	Transition Plan timeline made available to the public												

Table 2: 2021 Workplan Timeline

Year	Task	January	February	March	April	May	June	July	August	September	October	November	December
Phase 1: 2022	Prepare a revised draft Programs and Services Inventory												
	Classify Programs and Services as Category 1, 2 or 3												
	Assign costs to Programs and Services												
	Consult with Board of Directors on Programs and Services Inventory												
	Circulate Programs and Services Inventory to Municipalities												
	Seek final approval of Programs and Services Inventory from Board of Directors												
	Submit Inventory of Programs and Services to MECP												
Phase 2: 2022	Consult with municipal staff on programs and services												
	Support municipal staff at municipal council meetings to discuss programs and services												
	Update programs and services inventory as necessary based on consultation												
	Review and prepare amendments to existing 'Category 2' agreements as necessary												
	Prepared internal drafts of MOUs/Agreements for 'Category 3' programs and services												
	Bring final draft of programs and services back to Board of Directors												
	Update programs and services inventory as necessary based on Board feedback												
	Submit first quarterly report to MECP												
	Consult with municipal staff on draft agreements												
	Bring first draft agreements to GSCA Board of Directors for initial review and comment												
	Submit second quarterly report to MECP												
	Update draft agreements as necessary based on Board feedback												
	Submit third quarterly report to MECP												

Table 3: 2022 Workplan Timeline

Year	Task	January	February	March	April	May	June	July	August	September	October	November	December
Phase 2: 2023	Support municipal staff at municipal council meetings to discuss draft agreements												
	Submit fourth quarterly report to MECP												
	Finalize agreements for Board of Directors' approval												
	GSCA Board of Directors' resolution to execute agreements												
	Execute final MOUs/Agreements												
	Submit fifth quarterly report to MECP												
	Consult with municipal staff on draft 2024 budget												
	Consult with Board of Directors on draft 2024 budget based on municipal discussions												
	Submit sixth quarterly report to MECP												
	Deadline to request an extension to timeline												
	Finalize draft budget for Board of Directors' approval to circulate												
	Circulate draft budget to municipal partners												
	Attend municipal Council meetings as requested to discuss the draft budget												
	GSCA Board of Directors' resolution to approve the 2024 budget												
	Submit Inventory of Programs and services and copies of signed MOUs/Agreements to participating municipalities												
	Submit Inventory of Programs and services and copies of signed MOUs/Agreements to MECP												
	Posting of final MOUs/Agreements on GSCA website												

Table 4: 2023 Workplan Timeline

Note: Red lines within the Tables 1, 2 and 3 represent the deadlines identified in Table 1.

Transition Period Timeline – June 2021 – January 2024

Phase 1: Transition Plan and Inventory of Programs and Services

Second Quarter, 2021 (April – June)

1. Meet with municipal councils to provide initial information on the changes to the Act, the regulatory consultation guide, and to explain the general process.

Third Quarter, 2021 (July – September)

1. Develop draft workplan/timeline for developing inventory and reaching agreements (Transition Period).
2. Develop draft programs/services inventory, including identification of mandatory versus non-mandatory status and proposed funding sources.
3. Seek preliminary approval from GSCA Board of Directors on Draft workplan and programs/services inventory.
4. Determine municipal staff leads and arrange meetings to discuss the programs, the process and the next steps.

Fourth Quarter, 2021 (October – December)

1. Circulate workplan/timeline and programs and services inventory to municipalities.
2. Meet with municipal staff to discuss changes, transition period and to determine initial steps necessary to draft and execute agreements (eg: internal review; legal review; Council meeting dates; etc).
3. Attend council meetings if/as requested.
4. Receive final comments back from municipal staff, if any, on timeline.
5. Seek final approval of the Transition Plan from GSCA Board of Directors.
6. Submit Transition Plan to MECF.
7. Post Transition Plan on GSCA's public facing website.

First Quarter, 2022 (January – March)

1. Prepare revised draft of Programs and Services Inventory. This inventory will include:
 - a. A list of all of the programs and services that GSCA is providing as of February 28, 2022, and any programs and services GSCA intends to provide after February 28, 2022,
 - b. An estimate of the annual cost of providing the program or service, the sources of funding, and the percentage of the total that each source of funding accounts for.

- c. Classification of each program or service as Category 1, 2 or 3.
2. Consult with the GSCA Board of Directors on the list of programs and services.
3. Circulate the programs and services inventory to municipalities.
4. Seek final approval of the inventory of programs and services from GSCA Board of Directors.
5. Submit Inventory of Programs and Services to MECP.

Phase 2: MOUs/Agreements

Second Quarter, 2022 (April – June)

1. Consult with municipal staff on programs and services inventory, including discussions about service provision.
2. Attend municipal council meetings to support municipal staff reports.
3. Update programs and services as necessary based on consultations.
4. Prepare amendments and internal drafts of existing municipal service agreements, consistent with the requirements for non-mandatory municipal services (Category 2 programs and services).
5. Prepare internal drafts of MOUs/Agreements for non-mandatory other programs and services that require levy dollars (Category 3 programs and services).
6. Bring final draft of programs and services inventory back to GSCA Board of Directors.
7. Update programs and services inventory based on GSCA Board of Directors feedback.
8. Submit first quarterly report to MECP.

Third Quarter, 2022 (July – September)

1. Consultation with municipal staff on draft agreements.
2. Bring first draft of agreements to GSCA Board for comment.
3. Update draft agreements as necessary based on GSCA Board feedback
4. Submit second quarterly report to MECP.

Fourth Quarter, 2022 (October – December)

1. Submit third quarterly report to MECP.

First Quarter, 2023 (January – March)

1. Attend municipal council meetings to support municipal staff reports on draft agreements.
2. Submit fourth quarterly report to MECP

Second Quarter, 2023 (April – June)

1. Finalize agreements for Board of Directors' approval.
2. Commence with execution of final MOUs/Agreements.

3. Submit fifth quarterly report to MECP.

Third Quarter, 2023 (July – September)

1. Finalize execution of final MOUs/Agreements.
2. Consultation with municipal partners on draft 2024 budget.
3. Consult with Board of Directors on draft 2024 budget based on municipal discussions.
4. Submit sixth quarterly report to MECP.

OCTOBER 1, 2023 – DEADLINE FOR REQUESTS FOR EXTENSIONS TO MINISTRY OF THE ENVIRONMENT, CONSERVATION AND PARKS

Fourth Quarter, 2023 (October – December)

1. Finalize draft budget for Board of Directors' approval to circulate.
2. Circulate draft budget to municipal partners for 30-day review period.
3. Attend municipal council meetings as requested to discuss the budget, the agreements, and GSCA's programs and services.
4. GSCA Board of Directors resolution to approve the 2024 Budget.
5. Submit inventory of programs and services and copies of signed MOUs/Agreements to participating municipalities.
6. Submit inventory of programs and services and copies of signed MOUs/Agreements to MECP.
7. Posting of final MOUs/agreements on CA website.

January 1, 2024 – Transition Period ends

All required conservation authority/municipal MOUs/agreements need to be in place, and the transition to the new funding model is reflected in the 2024 budget in compliance with the new legislation.

Grey Sauble Conservation Authority: Programs and Services Inventory (Version 1.0)

Prepared: January 2022

APPENDIX 1

Program Area	Program / Service Provision	Program / Service Description	Legislative Reference	Category (1) Mandatory; (2) Municipal; (3) Other	Annual Operating Funding Amount (2022)	Funding Mechanisms and Percentage of Funding Source (Operating Costs)	Annual Capital Funding Amount (5-Year Average)	Funding Mechanisms and Percentage of Funding Source (Capital Costs)	Approximate Annual Funding Needs	Agreement Requirements	Comments
Administration, Finance, HR	Corporate Services	Administrative, human resources, employee health and safety, operating and capital costs which are not directly related to the delivery of any specific program or service, but are the overhead and support costs of a conservation authority.	Enabling Service	1	\$598,750	1. Municipal Levy (92.4%) 2. Service Agreements (4.7%) 3. Self-Generated (2.3%) 4. Provincial Transfer Payment (0.3%) 5. Grants (0% - variable) 6. Donations (0.3% - variable)	\$59,000	1. Municipal Levy (7.9%) 2. Self-Generated (92.1%)	\$657,750	No	Collectively, these are enabling program costs that are required to run the organization.
	Financial Services	Accounting and payroll	Enabling Service	1						No	
	Legal Expenses	Costs related to agreements/contracts, administrative by-law updates or other similar legal expenses	Enabling Service	1						No	
	Governance	Supporting CA Boards, Advisory Committees and the Office of the CAO	Enabling Service	1						No	
	Asset Management	Asset management planning, facilities, fleet and property management	Enabling Service	1						No	
Communications	Natural Hazards Communications, Outreach and Education	Promoting public awareness of natural hazards including flooding, drought, and erosion. Public events, materials. Social media services. Media relations.	Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4	1	\$85,875	1. Municipal Levy (100%)	\$3,440	1. Grants (11.6%) 2. Self-Generated (88.4%)	\$89,315	No	
	Communications and Marketing	General communications and marketing support for the organization	Enabling Service	1						No	
	Education and Community Events	Community event development, execution and support	Reg. 686/21 s.1(2) & s.1(3)3,4	1						No	
	Partnership Building and Support	Management and enhancement of mutually beneficial community partnerships with partners, stakeholders, committees and "friends of" groups. These vital partnerships allow GSCA to provide substantial value in the delivery of programs and services.	CAA s.21(1)(n)	3	\$4,816	1. Municipal Levy (100%)	\$0	n/a	\$4,816	Yes	
	Public awareness and Communications	General communications, marketing and awareness campaigns for non-mandatory programs and services (support for private forestry/planting, day camp, stewardship)	CAA s.21(1)(q)	3	\$5,635	1. Municipal Levy (100%)	\$0	n/a	\$5,635	Yes	
Conservation Lands	Section 29 Minister's regulation for Conservation Areas	Conservation areas enforcement/compliance	Reg. 686/21 s.9(1)4	1	\$475,248	1. Municipal Levy (64.8%) 2. Self-Generated (35.2%)* *Any surplus self-generated revenue is transferred to reserves.	\$94,457	1. Municipal Levy (11.2%) 2. Self-Generated (68.2%) 3. Grants (3.2%) 4. Donations (17.4%)	\$569,705	No	The total cost of operating these mandatory programs and services is heavily offset by self-generated revenue.
	Strategy for CA owned or controlled lands and management plans	Guiding principles, objectives, including for an authority's land acquisition and disposition strategy, land use categories on conservation authority owned land, recommended management principles for different land categories, etc.	Reg. 686/21 s.9(1)1	1						No	
	Development and Maintenance of a Land Inventory	Development and maintenance of an inventory of every parcel of land that the Authority owns or controls including, location, surveys, site plans, maps, acquisition date, and how the parcel was acquired.	Reg. 686/21 s.9(1)3	1						No	
	Management, operation and Maintenance of CA owned lands	Management and Maintenance of CA owned lands including stewardship, restoration, and ecological monitoring	Reg. 686/21 s.9(1)2	1						No	
	Passive Recreation Use, Infrastructure and Management Planning	Management and maintenance of CA owned recreational assets including trails, parking, washroom facilities, pavilions and other capital assets.	Reg. 686/21 s.9(1)1	1						No	
	Land Acquisition and Disposition Policy	The development of one or more policies governing land acquisitions and land dispositions	Reg. 686/21 s.9(1)1	1						No	
	Forestry – Hazard Tree and Biodiversity Management	Management of hazard/diseased trees and the management of biodiversity and invasive species on Conservation Authority owned lands	Reg. 686/21 s.9(1)2	1						No	
	Land Acquisition and Disposition	Acquisition and management of lands containing important natural heritage features or strategically aligned with existing GSCA land holdings. Disposition of lands considered surplus to the vision, mandate and strategic goals of GSCA.	CAA s.21(1)(c)	3	\$10,000	1. Self-Generated (100%)	\$0	n/a	\$10,000	No	In 2021, approximately \$10,000 in staff time and legal service fees went into the acquisition of donated properties. ROI was 800%
	Partnership Building and Support	Management and enhancement of mutually beneficial community partnerships with partners, stakeholders, committees and "friends of" groups. These vital partnerships allow GSCA to provide substantial value in the delivery of programs and services.	CAA s.21(1)(n)	3	\$15,000	1. Self-Generated (100%)	\$0	n/a	\$15,000	No	Partnership building is the key to not-for-profit success. We are able to leverage these partnerships into volunteer time, donations, and general good-will.
	Land Lease and Agreement Management	Management of current and future land leases and property agreements. These leases and agreements help drive land based revenues to offset the costs associated with management and maintenance of GSCA's land holdings.	CAA s.21(1)(c)&(d)	3	\$10,000	1. Self-Generated (100%)	\$0	n/a	\$10,000	No	This portion of the program is self-sustaining, bringing in over \$60,000 in annual revenues which help to offset other in-program costs.
	Paid Parking Management	Management of the Authority's paid parking program, including staff time and all associated fees and expenses.	CAA s.21(1)(m)	3	\$78,500	1. Self-Generated (100%)	\$0	n/a	\$78,500	No	This portion of the program is self-sustaining, bringing in over \$250,000 in annual revenues which help to offset other in-program and capital costs.
	Grey County Property Management	Service contract with the County of Grey for GSCA to manage all County forest trails and the CP Rail Trail	CAA s.21(1)(n)	2	\$80,358	1. Service Agreement(s)(100%)	\$0	n/a	\$200,895	Yes	Provided for the Corporation of the County of Grey; Agreement Date : December 31, 2019
	Grey County By-Law Management	Service contract with the County of Grey for GSCA to oversee the Grey County Forest Management By-Law	CAA s.21(1)(n)	2	\$120,537					Yes	
Core Watershed-based Resource Management Strategy	Strategy Development	Collate/compile existing resource management plans, watershed plans, studies and data. Strategy development. Implementation and annual reporting	Reg. 686/21 s.8 Reg. 686/21 s.12(1)3 Reg. 686/21 s.12(4)	1	\$0	All	\$0	n/a	\$0	No	This is a new program/service area that is mandated by the Province that will draw staff time from all other program areas. No specific dollar amount is being allocated at this time.
Drinking Water Source Protection	Source protection authority role as set out in the Clean Water Act.	Source Protection Area/Region, tech support, SPC support, SPA reports and meetings, activities required by the Clean Water Act and regulations.	Reg. 686/21 s.13	1	\$188,660	Provincial Transfer Payment (100%)	\$0	n/a	\$188,660	No	
Drinking Water Risk Management	Drinking Water Source Protection Risk Management Official Services	Provision of Risk Management Services to 14 municipalities throughout the Source Protection Region on a fee-for-service basis.	Clean Water Act s.47(1) & s.48(1) CAA s.21(1)(a)&(n)	2	\$67,460	Service Agreements (100%)	\$0	n/a	\$67,460	Yes	See Appendix for Municipalities and Agreement Dates
Environmental Education	Curriculum delivery	Program development & delivery	CAA s.21(1)(a)&(q)	3	\$0	1. Service Agreement(s)(100%)	\$0	n/a	\$0	No	May want to consider agreements for this in the future
	Day Camp Programming	Program development and execution for GSCA's summer day camp program	CAA s.21(1)(a)&(q)	3	\$67,108	1. Self-Generated (95.5%)* *Any surplus transferred to reserves 2. Grants (4.5%) - variable	\$0	n/a	\$67,108	No	This program is designed to be self-sufficient through user fees. Expansion of this program at the request of one or more municipalities may necessitate additional funding and service agreements.

Note:

Category 1 (White)
Category 2 (Blue)
Category 3 (Green)
New Programming (Yellow)



Program Area	Program / Service Provision	Program / Service Description	Legislative Reference	Category (1) Mandatory; (2) Municipal; (3) Other	Annual Operating Funding Amount (2022)	Funding Mechanisms and Percentage of Funding Source (Operating Costs)	Annual Capital Funding Amount (5-Year Average)	Funding Mechanisms and Percentage of Funding Source (Capital Costs)	Approximate Annual Funding Needs	Agreement Requirements	Comments
Environmental Planning	Section 28.1 Permit Administration and Compliance activities	Reviewing and processing permit applications, associated technical reports, site inspections, communication with applicants, agents, and consultants. This program also involves the investigation and enforcement of regulatory compliance.	Reg. 686/21 s.8	1	\$414,298	2022 Distribution 1. Self-Generated (78.5%) 2. Municipal Levy (20.8%) 3. Provincial Transfer Payment (0.7%) Future Distribution to be defined by current Service Rates Review Study.	\$0	n/a	\$414,298	No	Funding for the Environmental Planning Department is set up as a user pays system. However, users fees cannot offset the whole cost due to work required that is either specifically for a municipality or cannot be tied to an application (i.e: phone calls, broader policy review, violations, etc.)
	Review under Other Legislation	Input to the review and approval processes under other applicable law, with comments principally related to natural hazards, wetlands, watercourses and Sec 28 permit requirements.	Reg. 686/21 s.6	1						No	
	Municipal Plan Input and Review	Technical information and advice to municipalities on circulated municipal land use planning applications (Official Plan and Zoning By-law Amendments, Subdivisions, Condominium, Site Plan Approvals, Consents, Minor Variances, etc.) and Input to municipal land-use planning documents (OP, Comprehensive ZB, Secondary plans) related to natural hazards, on behalf of MNRF (delegated to CAs in 1983)	Reg. 686/21 s.7	1						No	
	Natural Hazards Technical Studies and Information Management	Data collection and study of designs to mitigate natural hazards. Development and use of systems to collect and store data and to provide spatial geographical representations of data.	Reg. 686/21 s.1							No	
	Plan Review not Related to Natural Hazards	Technical information and advice to municipalities on circulated municipal land use planning applications (Official Plan and Zoning By-law Amendments, Subdivisions, Consents, Minor Variances) related to Natural heritage and water resources, not related to natural hazards.	CAA s.21(1)(n)	2						Yes	The cost of this work cannot be separated out. There is no additional cost to municipalities for GSCA to provide this work.
	Natural Heritage	Natural heritage monitoring, plans/strategies and system design not on Conservation Authority owned land, to inform Official Plan and/or County level studies	CAA s.21(1)(n)	2						Yes	See Appendix for Municipalities and Agreement Dates.
Fleet and Equipment	Fleet and Equipment	Management and maintenance of the Authority's fleet and equipment assets.	Enabling Service	1	\$83,500	1. Self-Generated (100%)	\$39,110	1. Self-Generated (100%)	\$122,610	No	Fleet and Equipment is an enabling service that is funded through chargebacks to individual departments
Forestry	Forestry – Forest Management Operations on GSCA lands	Forestry services, planting and/or woodlot management on Conservation Authority land	Reg. 686/21 s.9(1)2	1	\$141,959	1. Self-Generated (100%)	\$0	1. Self-Generated (100%)	\$141,959	No	Future allocations of funding to this Department are currently being investigated based on sustainability, mandatory program definitions, and environmental considerations.
	Forestry – Reforestation of private land, tree sales, and forestry services (MFTIP, Advice, Marking, etc.)	Forestry services, planting and/or woodlot management for private landowners	CAA s.21(1)(g)&(o)	3	\$249,602	1. Self-Generated (56.7%) 2. Grants (43.3%)	\$0	1. Self-Generated (100%)	\$249,602	No	GSCA receives a substantial amount of grant money from various partners to assist with this programming.
GIS/IT/IM	Information Technology Management/ GIS	Data management, records retention. Development and use of systems to collect and store data and to provide spatial geographical representations of data.	Reg. 686/21 s.1(3)	1	\$277,494	1. Municipal Levy (99.3%) 2. Self-Generated (0.7 %)	\$13,540	1. Municipal Levy (54.7%) 2. Self-Generated (42.4%) 3. Grant (3.0%)	\$291,034	No	This is an enabling program/service that allows for the function of all other program areas.
	Natural Hazards Technical Studies and Information Management	Data collection and study of designs to mitigate natural hazards. Development and use of systems to collect and store data and to provide spatial geographical representations of data.	Reg. 686/21 s.5(1)1 Reg. 686/21 s.9(1)2	1							
Stewardship	Watershed Stewardship and Restoration	Apply for and manage external funding, promote private land stewardship, outreach, provide advice and design assistance to property owners.	CAA s.21(1)(g)&(o)	3	\$62,776	1. Municipal Levy (34%) - variable 2. Grants (66%) - variable	\$0	n/a	\$62,776	Yes	GSCA receives a substantial amount of grant money from various partners to assist with this programming.
Water Management	Flood Forecasting and Warning	Daily data collection and monitoring of weather forecasts, provincial & local water level forecasts and watershed conditions. Flood event forecasting. Flood warning and communications. Maintenance of equipment.	Reg. 686/21 s.2	1	\$140,177	1. Municipal Levy (79%) 2. Provincial Transfer Payment (21%)	\$0	1. Municipal Levy (100%)	\$140,177	No	
	Low water response	Conditions monitoring/analysis. Technical & administrative support to the Water Response Team representing major water users and decision makers, who recommend drought response actions.	Reg. 686/21 s.3	1						No	
	Natural Hazards Technical Studies and Information Management	Data collection and study of designs to mitigate natural hazards. Development and use of systems to collect and store data and to provide spatial geographical representations of data.	Reg. 686/21 s.5(1)1 Reg. 686/21 s.9(1)2	1						No	
	Ice Management Plans	The development and updating of ice management plans, in concert with municipal partners, for areas of the watershed with known ice jamming issues.	Reg. 686/21 s.4	1	\$0	1. Municipal Levy (100%)	\$0	n/a	\$0	No	Following the Provincial Transfer payment cuts in 2018, GSCA stopped providing budget dollars to ice management
	Flood and Erosion Control Infrastructure Operation and Management	Water & erosion control infrastructure and low flow augmentation.	Reg. 686/21 s.5	1	\$9,450	1. Municipal Levy (77.6%) 2. Provincial Transfer Payment (22.4%)	\$31,800	1. Municipal Levy (78.6%) 2. Provincial Grant (6.3%) 3. Self-Generated (15.1%)	\$62,350	No	
	Other Dams	Maintenance of other dam infrastructure for flow augmentation, liability management and	Reg. 686/21 s.5(1)1 Reg. 686/21 s.9(1)2	1	\$21,100	1. Municipal Levy (100%)		1. Municipal Levy (50%) 2. Self-Generated (50%)		No	
Watershed Monitoring	Provincial Water Quality Monitoring Network (PWQMN)	A long-standing (50+ year) CA/MECP partnership for stream water quality monitoring. CA takes water samples; MECP does lab analysis and data management	Reg. 686/21 s.12(1)2 Reg. 686/21 s.12(3)	1	\$7,750	1. Municipal Levy (100%)	\$0	1. Provincial Grant (100%)	\$7,750	No	
	Provincial Groundwater Monitoring Network (PGMN)	A long-standing (20+ year) CA/MECP partnership for groundwater level and quality monitoring. CA maintains equipment, data transfer to MECP, water sampling; MECP provides equipment, standards, data management.	Reg. 686/21 s.12(1)1 Reg. 686/21 s.12(2)	1						No	
	GSCA Water Quality Monitoring Network – Chemistry	Surface water quality sampling at 25 additional sites at key locations to better understand the watershed conditions and to support Watershed Report Card Evaluations and Watershed Health Checks.	CAA s.21(1)(a)	3	\$29,178	1. Municipal Levy (100%)	\$0	1. Municipal Levy 2. Grant 3. Donation	\$29,178	Yes	
	GSCA Water Quality Monitoring Network - Benthic	Benthic/Biological Monitoring and Assessment Program (BioMAP) – samples collected annually and processed/identified by GSCA staff. This process evaluates surface water quality using macro-invertebrates (insect larvae, etc.) living in streams and supports Watershed Report Card Evaluations and Watershed Health Checks	CAA s.21(1)(a)	3						Yes	
	Documentation of stream crossings type and size, baseflow, water temperature and fish presence	Program is undertaken using summer technician staff and supports long-term review of planning and permit applications	CAA s.21(1)(a)	3						Yes	
	Thermal Stream Classification	Use of data loggers to classify fish communities as cold-water, cool water or warmwater. This information supports long-term review of natural heritage information and watershed health.	CAA s.21(1)(a)	3						Yes	
	Watershed Report Cards and Watershed Health Checks	Report backs to the community on the current state of the watershed(s) based on water quality, forest cover and wetland cover. Watershed report cards provide an overview of the entire GSCA area. Watershed health checks focus on smaller watershed or sub-watershed areas.	CAA s.21(1)(a)	3						Yes	

Note:	Category 1 (White)
	Category 2 (Blue)
	Category 3 (Green)
	New Programming (Yellow)

	Annual Operating Costs (2022)		Five -Year Average Capital Costs		Approximately Total Annual Costs	
	Dollar Amount	Percentage of Operating Cost	Dollar Amount	Percentage of Capital Costs	Dollar Amount	Percentage of Total
Total Funding Cost:	\$3,245,231	100.0%	\$241,347	100.0%	\$3,486,578	
Category 1 Portion:	\$2,444,261	75.3%	\$241,347	100.0%	\$2,685,608	77.0%
Category 2 Portion:	\$268,355	8.3%	\$0	0.0%	\$268,355	7.7%
Non-Levy-Based Category 3 Portion:	\$471,642	14.5%	\$0	0.0%	\$471,642	13.5%
Levy-Based Category 3 Portion:	\$60,973	1.9%	\$0	0.0%	\$60,973	1.7%



Listing of Existing Category 2 Service Agreements

APPENDIX 2

Municipality	Planning Agreement in Place (Y/N)	Agreement Date	Risk Management Agreement in Place (Y/N)	Agreement Date	Participating Municipality (Y/N)
Arran-Elderslie	Y*	September 5, 2019	Y	January 1, 2021	Y
Blue Mountains	Y	June 22, 2007	Y	September 13, 2021	Y
Brockton	N	n/a	Y	January 1, 2021	N
Chatsworth	Y	July 24, 2007	Y	November 10, 2020	Y
Georgian Bluffs	Y	January 8, 2020	Y	November 25, 2020	Y
Grey Highlands	Y	June 22, 2007	Y	January 20, 2021	Y
Kincardine	N	n/a	Y	October 14, 2020	N
Meaford	Y	March 26, 2007	Y	January 1, 2021	Y
Northern Bruce Peninsula	Y*	September 5, 2019	Y	August 9, 2021	N
Owen Sound	Y	June 15, 2020	Y	March 20, 2017	Y
Saugeen Shores	N	n/a	Y	January 1, 2021	N
South Bruce	N	n/a	Y	November 10, 2020	N
South Bruce Peninsula	Y*	September 5, 2019	Y	January 1, 2021	Y
West Grey	N	n/a	Y	April 5, 2021	N

*Planning agreements in Bruce County are with the County of Bruce acting on behalf of the lower tier municipalities



TIPSTER



Crime Stoppers of Grey Bruce

WINTER 2022



CAR THIEVES HIT LIST



2019 Honda CR-V



2017 Lexus RX



Ford F-150



Chevrolet Silverado

Least Stolen Vehicles



A6 Audi all-wheel



Mini Cooper Clubman

Keeping Ahead Of Crime... ...One Call At A Time



January is Crime Stoppers month and this provides an opportunity for the community to see how it works and why it has succeeded over 32 years.

Crime Stoppers is a community based program that uses the resources of the media, police and members of the public to solve crimes. It is clearly an organization that exists to improve and maintain the quality of life we have come to expect in our communities.

The benefits received by the 17 municipalities of Bruce and Grey counties from this program have been enormous and far-reaching. From 2017 to 2021 information received from the public resulted in 138 arrests, 518 charges being laid, and the recovery of over \$630,000 worth of property and cash. In addition anonymous tips have cleared the streets of over \$1,500,000 worth of illicit drugs.

It has long been understood that the basics of a properly running society fulfills the physical needs of food, water, shelter and safety. All else we do in

society is built upon these four foundational needs being assured and maintained. Many in society suffer from a lack of one or more of these needs but the safety of the community is the foundation on which all else is sustained. Of course the existence of laws, and those who enforce them, are a large part of a community feeling safe.

Filling An Information Gap

The fundamental need of law enforcement personnel is a constant flow of information from those same people they are sworn to protect. Human nature involves a wide-array of motivations and one such motivator is rewarding those who help. The Crime Stoppers organization is specifically designed to keep law enforcement supplied with information

that helps give them direction on crimes that need to be resolved. The Crime Stoppers program also fills the needs of those individuals who want to help but who wish not to become involved in the prosecutorial process. A certain win/win situation for all concerned.

As an encouragement for the public to call the Crime Stoppers program does not subscribe to Call Display, does not have *69 capability, and does not voice record tip conversations. The program encourages people to call a toll-free phone number or submit a secure web tip through a P3 App, available for smart phones, with information about any crimes that have occurred or are about to be committed.

Information provided by the public is forwarded, anonymously, to law enforcement personnel who use it to further an investigation which may lead to an arrest, recovery of stolen property or result in charges being laid.

Crime Stoppers of Grey Bruce is not a police program nor is it a government supported organization. The office phones and computer systems are located at a non-police facility and police do not have direct access to it. Crime Stoppers is run by concerned citizens who make up the core group of volunteers and their Board of Directors. It is the Board's duty to administer the program, raise funds, and manage the payment of rewards to Tipsters.

Keeping Ahead Of The Curve

Crime Stoppers of Grey Bruce supplies a unique window on the community and has provided a real-time platform of changing crime patterns as they evolve. This is evident with initiatives instituted with the advent of COVID-19. Crime Stoppers reached out to local police and other agencies and supplied

an anonymous tip line that could relieve local 9-1-1 dispatchers while still passing along information about violations. New trends in drugs such as Fentanyl, and its trafficking processes, can be quickly discovered through anonymous tips. The scourge of human trafficking is like a malignant growth in a community and one that can be quickly addressed through Crime Stoppers Tipsters while illegal tobacco sales and distribution to minors is a community concern on many levels.

A report released on November 3, 2021, by the Canadian Race Relations Foundation concluded that, "this country may now be at an important juncture, and the next two years might well prove to be a critical period of reckoning for race relations in Canada."

In response Crime Stoppers of Grey Bruce is establishing a unique promotion and advertising campaign called "Hate is Not Anonymous" - but your call is. Directed toward the elimination of hate and racism in communities, citizens can now anonymously report information about racism or hate-based groups or individuals.

"When someone spreads hate, they may do it from the shadows but do not wish to be anonymous regarding the targets of their hatred," says Peter Reid, Chair of the Board of Directors for Crime Stoppers of Grey Bruce. "Their intent is to dehumanize an individual or group and to sway the opinions of oth-

WANTED

CRIME  **STOPPERS**
of Grey Bruce Inc

VOLUNTEER

PHONE 519 371-6078

Crime Stoppers of Grey Bruce

SHOW 'N GO
CLASSIC CAR TOURS

Bruce County Tour June 26, 2022	Bruce Peninsula Run August 31, 2022	Grey County Colour Tour September 25, 2022
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In Support of
CRIME STOPPERS GREY BRUCE
1-800-222TIPS - CSTIPS.CA

Two Volunteers recognized for achievement and community service

The Ontario Association of Crime Stoppers has recognized two long-standing volunteers from the Crime Stoppers of Grey Bruce program. The Civilian Achievement Award was presented to Betty Egerdeen of Southampton while the Community Service Award was awarded to Evan Hayter of Formosa.



Betty Egerdeen was recognized for her tireless efforts as both a volunteer and Board member of the Crime Stoppers of Grey Bruce program. Betty joined the organization in 2002 and immediately adopted a keen interest in the fundraising and promotional aspects of the program. Known as a real “go getter” Betty involved herself

heavily in the annual charity golf tournament. Over her 17 years of service she attended countless fall fairs, flea markets, community events, council meetings and information sessions. She spoke with and educated many members of police agencies across two counties in order to promote and spread the word of the importance of the Crime Stoppers concept.

“Betty has gone beyond that which is expected of a volunteer,” said current Board Chair Peter Reid. “Her passion and enthusiasm can only be matched by her ingenuity and inspiration for others.”



Evan Hayter was recognized for his conceptual idea and follow-up enthusiasm for the annual charity golf tournament of which Crime Stoppers of Grey Bruce have been the benefactors for over 20 years. The event, which features many current and former hockey personalities, has since raised

over half a million dollars for Crime Stoppers.

The charity golf tournament was initially started when Evan was the recently retired president of For-

mosa Breweries. He has been a main force and inspiration for the tournament and in concert with Vern Inglis of Trillium Insurance has been successful in attracting such hockey greats as Eddie Shack, Bobby Hull, Pete Mahovlich, Wendell Clark and Doug Gilmour and Brian Williams to name but a few.

“Evan Hayter’s unwavering support with organizing 27 successful golf tournaments has helped keep our local Crime Stoppers alive and well,” said Board Chair Peter Reid. “The income drawn from this one annual event has fully provided a third of our annual operating expenses.”

The awards for Evan and Betty were announced at the annual meeting of Ontario Crime Stoppers on August 27th.

“This is a great honour for our local Crime Stoppers organization to have two volunteers recognized in a single year,” said Reid. “By definition volunteers are persons who do things that they really do not have to do. Our area is blessed with a lot of people who epitomize this notion. Betty and Evan are two fine examples for others to emulate.”

**HATE IS NOT
ANONYMOUS...**

**YOUR
CALL IS**

CRIME  STOPPERS
of Grey Bruce Inc



**1-800-222-TIPS (8477)
www.cstip.ca**



Crime Stoppers of Grey Bruce is giving citizens the opportunity to eliminate hate and racism in their communities and is instituting a promotional campaign across the twin counties encouraging witnesses to anonymously call in information about racism or hate-based groups or individuals.

"When someone spreads hate, they may do it from the shadows but don't wish to be anonymous regarding the targets of their hatred," says Peter Reid, Chair of the Board of Directors for Crime Stoppers of Grey Bruce. "Their intent is to dehumanize an individual or group and to sway the opinions of others. The more they pass along this hate the less anonymous they become. Sometimes all it takes is one anonymous tip to shine a light and put an end to it."

A report released on November 3, 2021, by the Canadian Race Relations Foundation concluded that, "this country may now be at an important juncture, and the next two years might well prove to be a critical period of reckoning," for race relations in Canada.

To report this activity, without being publicly identified, Crime Stoppers offers you the opportunity to make a difference. By calling Crime Stoppers your identity is secure and confidential and the information passed along will be forwarded to the appropriate law enforcement agency for follow-up. Crime Stoppers will even pay you a cash reward if it leads to an arrest.

If you have been victimized by a hate crime or

have witnessed a hate crime we encourage you to do the following:

- If you feel threatened physically call police emergency at 9-1-1.
- If you witnessed the incident and have information regarding the perpetrator, call 9-1-1.
- The Crime Stoppers option - If you wish to report information that may lead to an arrest, but wish to remain anonymous, call Crime Stoppers at 1-800-222-TIPS (8477) .

Your identity will be kept completely confidential and the information supplied handed over to the appropriate law enforcement agency. You can also report using our P3 App on your mobile device or via our website cstip.ca

Crime Stoppers of Grey Bruce are seeking funding for this pilot program and your support sends a strong message that there is no room for racism and hatred in your community.

REMEMBER

You could be eligible for a reward up to \$2,000 if your tip leads to an arrest or recovery of property.



STOP

THE CRIME OF

HUMAN TRAFFICKING

SAY it HERE



1-800-222-TIPS (8477)

Submit a Secure Web-Tip at cstip.ca or get the P3 Tips Mobile App

Phone: 519 371-6078

eMail: crimestopgb@bmts.com

Fax: 519 371-1275

Web: crimestop-gb.org



The incidence of human trafficking is widely believed to be under-reported. However, this is what the data tells us:

- In 2019, there were 511 cases in Canada reported to the police (where trafficking was the most serious violation)
- According to the RCMP's Human Trafficking National Coordination Centre, over 96% of identified cases in Canada since 2005 were domestic (not international) trafficking cases
- Between 2009 and 2016, two thirds (66%) of cases in Canada were reported in Ontario

Trafficking cases are more often reported to police in urban areas, with almost half of all trafficking cases between 2009 and 2016 being reported in the census metropolitan areas of Toronto, Ottawa, and Montreal

- Between 2009 and 2016, the majority (95%) of victims/survivors in cases reported to police were female
- Between 2009 and 2016, over a quarter (27%) of victims/survivors in cases reported to police were under the age of 18

It's important to note that service agencies provide higher estimates than police-collected data. For comparison, in a study of sex trafficking of women and girls, 266 service agencies across the country collectively identified over 5,500 trafficked or sexually exploited girls (under 18 years of age) seeking service and supports in 2012 alone.

Art Theft in Springmount



On November 27, 2021 a theft from a business along Shane Street in Georgian Bluffs was reported in which \$180,000 worth of items, including several paintings, were stolen. The paintings include a watercolour by artist Dorothy Knowles titled "May Green"; two pieces from a three piece set titled "Entwined," by artist Laurie De Camillis; an oil painting by artist Jean Paul Riopelle consisting of three individual paintings framed into one with a cracked left hand panel; and an oil painting with a very old frame titled "AC-78-57," by artist William Perehudoff.

Also stolen was an Opus Connect E-500 electric bike equipped with saddle bags and a beverage holder; a stainless steel bar fridge; 55" and 40" Samsung TVs; and a Rocky Mountain Whistler bike.





Trailer Theft in Hepworth

On November 12, 2021 at 12:30 p.m. three unknown suspects attended a residence on Spencer Street in Hepworth and stole a Puma travel trailer. The suspects departed in two vehicles with the trailer in tow behind a white pickup truck with what is believed to be a forged “U-Haul” sign stuck to the door on the side; and a silver vehicle believed to be a Subaru.



Lumber Theft in Eldersley

Sometime between 1:00 a.m. and 2:00 a.m. on December 27, 2021 a quantity of lumber, valued at \$1,000, was taken from a property in the 3000 block of Bruce Road 3 in Elderslie Township.

A white pickup truck with a ladder on top is a vehicle of interest in this investigation, and is as pictured:



Kincardine Break & Enter

On November 24, 2021 at 11:13 p.m. police received a report of a break and enter in progress at a property along Carloway Trail in Kincardine. Officers arrived to find that the home had been forcibly entered and a spool of electrical wire, valued at \$500, had been stolen.

A person of interest in this matter is pictured above.

Royal Canadian Mounted Police
Commissioner



Gendarmerie royale du Canada
Commissaire

Guided by Integrity, Honesty, Professionalism, Compassion, Respect and Accountability

Les valeurs de la GRC reposent sur l'intégrité, l'honnêteté,
le professionnalisme, la compassion, le respect et la responsabilisation

JAN 12 2022

Crime Stoppers Month January 2022

On behalf of the Royal Canadian Mounted Police (RCMP), I would like to express our continued support for the more than 80 Crime Stoppers organizations in Canada.

January is recognized as National Crime Stoppers month and we are happy that Crime Stoppers has chosen "Stopping the Crime of Human Trafficking" as its theme for 2022.

Through threats, extortion, fraud and force, criminals have shown their persistent drive to make money at the expense of so many victims. Those caught in the web of exploitation may not always be able to fight their way free.

Crime Stoppers remains a valuable tool in safeguarding public safety by assisting police by reporting threats and crimes anonymously. By providing tips, the public displays they are taking responsibility for community safety, health and wellness.

The RCMP enthusiastically supports this year's theme, which reinforces the need for the whole of Canada to come together and combat criminal efforts seeking to take advantage of the marginalized and vulnerable.

I wish you continued success in "Stopping the Crime of Human Trafficking."

Brenda Lucki
Commissioner



Thomas Carrique
Commissioner Le Commissaire

File #: OPP-7900-10

January 2022

ONTARIO ASSOCIATION OF CRIME STOPPERS

Re: Crime Stoppers Month

On behalf of all members of the Ontario Provincial Police (OPP), it gives me great pleasure to acknowledge and support Crime Stoppers Month.

I commend the efforts of all Ontario Association of Crime Stoppers members, volunteers and supporters who have contributed thousands of hours of volunteer time and financial support to the ongoing success of the 37 Ontario Crime Stoppers programs. The OPP remains committed to Crime Stoppers through the support of our Community Safety Services team, and our many civilian and uniform members who work directly with their local programs.

This year's theme, "Stop the Crime of Human Trafficking," is more than a call to action. It is an opportunity for programs across Canada to increase awareness of this devastating crime that targets people from all backgrounds.

The existence of criminal activity, such as human trafficking, within our communities is a shared concern. Crime Stoppers assists police services in reaching a wider audience – something we are not able to do alone. Together, we are helping increase community safety and well-being across Ontario and Canada.

Once again, I commend Crime Stoppers for the outstanding work being done throughout the province. Please accept my best wishes for a successful month of activities as well as continued success in 2022.

Yours truly,

A stylized, handwritten signature in black ink.

Thomas Carrique, O.O.M.





PRIME MINISTER • PREMIER MINISTRE

January 2022

Dear Friends:

I am pleased to extend my warmest greetings to everyone taking part in this year's National Crime Stoppers Month.

Crime Stoppers makes our communities safer by encouraging Canadians to report suspicious or criminal activity anonymously. National Crime Stoppers Month provides a wonderful opportunity to highlight the successes of the 87 Crime Stoppers programs throughout the country. The theme of this year's event, "Stop the Crime of Human Trafficking," will certainly help to raise awareness of this important issue.

I would like to thank everyone associated with the Canadian Crime Stoppers Association for ensuring the success of this event, year after year. You can take pride in knowing that your ongoing commitment to empowering citizens to help stop, solve and prevent crime is helping to build safer country for us all.

Please accept my best wishes for a successful and memorable event.

Sincerely,

The Rt. Hon. Justin P. J. Trudeau, P.C., M.P.
Prime Minister of Canada



February 3, 2022

MEMORANDUM TO: Municipal Chief Administrative Officers and Clerks

SUBJECT: Steps to Cautiously and Gradually Ease Public Health Measures While Protecting Hospital and Health Care Capacity

Today, I am writing to provide an update on Ontario's response to the current COVID-19 pandemic situation. As a result of public health and workplace safety measures that were put into effect on January 5, 2022, there appear to be signs of stabilization in key public health and health system indicators. I want to express my deep gratitude to municipal practitioners who have worked tirelessly to support their communities throughout the pandemic.

On January 20, 2022, the government announced that province will exit Modified Stage Two and return all public health units to Step Three on January 31, 2022.

In the absence of concerning trends in public health and health system indicators, Ontario will follow a cautious and phased approach to lifting public health measures, with 21 days between each step. Ontario set out its intended approach over the next several weeks.

January 31, 2022

On January 31, 2022, Ontario begins the process of gradually easing restrictions, while maintaining protective measures, including but not limited to:

- Increasing social gathering limits to 10 people indoors and 25 people outdoors.
- Increasing or maintaining capacity limits at 50 per cent in indoor public settings, including but not limited to:
 - Restaurant, bars and other food and drink establishments without dance facilities;
 - Retailers (including grocery stores and pharmacies)
 - Shopping malls;
 - Non-spectator areas of sports and recreational fitness facilities, including gyms;
 - Cinemas;

- Meeting and event spaces, including conference centres and convention centres;
- Recreational amenities and amusement parks, including water parks;
- Museums, galleries, aquariums, zoos and similar attractions; and
- Casinos, bingo halls and other gaming establishments
- Religious services, rites, or ceremonies.
- Allowing spectator areas of facilities such as sporting events, concert venues and theatres to operate at 50 per cent seated capacity or 500 whichever is less.

Enhanced proof of vaccination, and other requirements would continue to apply in existing settings.

Please see [Ontario Regulation 364/20, Rules for Areas at Step 3 and at the Roadmap Exit Step](#) for the full [list of measures](#).

February 21, 2022

Effective February 21, 2022, Ontario intends to lift public health measures, including:

- Increasing social gathering limits to 25 people indoors and 100 people outdoors.
- Removing capacity limits in indoor public settings where proof of vaccination is required, including but not limited to restaurants, indoor sports and recreational facilities, cinemas, as well as other settings that choose to opt-in to proof of vaccination requirements.
- Permitting spectator capacity at sporting events, concert venues, and theatres at 50 per cent capacity.
- Limiting capacity in most remaining indoor public settings where proof of vaccination is not required to the number of people that can maintain two metres of physical distance.
- Indoor religious services, rites or ceremonies limited to the number that can maintain two metres of physical distance, with no limit if proof of vaccination is required.
- Increasing indoor capacity limits to 25 per cent in the remaining higher-risk settings where proof of vaccination is required, including nightclubs, wedding receptions in meeting or event spaces where there is dancing, as well as bathhouses and sex clubs.

Enhanced proof of vaccination, and other requirements would continue to apply in existing settings.

March 14, 2022

Effective March 14, 2022, Ontario intends to take additional steps to ease public health measures, including:

- Lifting capacity limits in all indoor public settings. Proof of vaccination will be maintained in existing settings in addition to other regular measures.

- Lifting remaining capacity limits on religious services, rites, or ceremonies.
- Increase social gathering limits to 50 people indoors with no limits for outdoor gatherings.

PROOF OF VACCINATION

As announced on December 10, 2021, it is now mandatory to use the enhanced vaccine certificate with QR code to gain access to settings that require proof of vaccination. The QR code can be used digitally or by printing a paper copy. Individuals can download their enhanced certificate with QR code by visiting <https://covid-19.ontario.ca/get-proof>.

In addition, businesses are also now required to verify the certificate using the Verify Ontario app, which is available to download for free from the Apple App and Google Play stores. The app can be used without an internet connection and never stores personal information.

Individuals will continue to need to show a piece of identification that matches their name and date of birth to their enhanced COVID-19 vaccine certificate when visiting select [businesses and organizations](#).

Note that businesses and organizations no longer need to collect information for case and contact management.

There are two exclusions to the use of mandatory enhanced vaccination certificates in Ontario: nine First Nations communities and international visitors to Ontario who do not have a scannable QR code.

Community members of nine First Nations can continue to use their original paper or electronic proof of vaccination along with identification where proof of vaccination is required. They do not need to have an enhanced vaccine certificate with QR code to enter the premises. This exclusion reflects the Province's commitment respecting Indigenous data sovereignty and decisions made by these communities.

These First Nations include:

- Anishinaabeg of Naongashiing
- Big Grassy First Nation
- Lac La Croix First Nation
- Mitaanjigamiing First Nation
- Nigigoonsiminikaaning First Nation
- Ojibways of Onigaming First Nation
- Rainy River First Nation
- Seine River First Nation
- Mississaugas of the Credit First Nation

Visitors to Ontario from outside of Canada (OOC) who do not have a QR code that can be successfully scanned by the Verify Ontario app are also excluded. In that case, they

must show businesses their international vaccine receipts and a valid non-Canadian passport or valid NEXUS cards ID for visual verification of their proof of vaccination. This is an interim measure until visitors from OOC can be assigned a temporary traveler's QR code via the Federal government upon their entry to Canada.

To review proof of vaccine for international visitors who may not have a compatible QR code, businesses and organizations should visually confirm:

- That the first name, last name and date of birth of the person on the vaccination documentation matches the non-Canadian passport provided; and
- That their vaccine documentation meets the definition of fully vaccinated and at least 14 days have lapsed since the second dose of vaccine.

The government has updated the [regulation](#), [Guidance for Businesses and Organizations](#) and Questions and Answers to support the implementation of the enhanced vaccine certificate with a QR code and the Verify Ontario app.

BUSINESS SUPPORTS

I also wanted to take this opportunity to share information about new programs that may be helpful to municipal Economic Development staff who are supporting your local businesses during these restrictions. The government has launched the [Ontario Business Costs Rebate Program](#) to support businesses required to close or reduce capacity due to the public health measures put in place to blunt the spread of the Omicron variant. Through the new program, the government will provide eligible businesses with a rebate payment of up to 100 per cent for property tax and energy costs they incur while subject to these restrictions. Applications for the program opened on January 18, 2022. [Learn more about the program and apply here.](#)

The government is also introducing a new COVID-19 [Small Business Relief Grant](#) that will give eligible businesses subject to closure under the modified Step Two of the Roadmap to Reopen a \$10,000 grant. The money is expected to flow to eligible businesses in February.

Lastly, the government is also improving [cash flows](#) for eligible Ontario businesses by making up to \$7.5 billion available through a six-month interest- and penalty-free period for Ontario businesses to make payments for most provincially administered taxes. This penalty and interest-free period started on January 1, 2022. This supports businesses now and provides the flexibility they will need for long-term planning.

COMPLIANCE AND ENFORCEMENT

The ministry recognizes that municipalities have been a key partner in the defence against this virus through the coordinated compliance and enforcement activities your staff have been undertaking in your communities. The Ontario government is continuing to help workplaces stay safe and stay open by carrying out COVID-19 safety campaigns. These campaigns are developed in consultation with local public health

units, and bylaw enforcement departments, and support Ontario's *Plan to Safely Reopen Ontario*.

As you are aware, these campaigns include visits to workplaces that present heightened risk factors for potential transmission of COVID-19. If you are interested in having a provincial team support local compliance and enforcement activities in your community, please contact William (BJ) Alvey, Manager and Executive Advisor of Regulatory Compliance Ontario by email at: William.BJ.Alvey@ontario.ca or by phone at 905-572-7648.

RAPID ANTIGEN TEST KITS

The [Provincial Antigen Screening Program](#) (PASP) provides free rapid antigen test kits to high-risk communities, organizations and workplaces, including municipalities. Please refer to the [Ontario Together portal](#) for information on how to apply for rapid antigen tests, training, on-site rapid testing and reporting requirements.

I would like to take this opportunity to thank you for your flexibility and cooperation throughout this pandemic. Our municipal partners continue to play an essential role in the response to COVID-19.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Manson-Smith".

Kate Manson-Smith
Deputy Minister

MULTI-MUNICIPAL WIND TURBINE WORKING GROUP

TOM ALLWOOD, COUNCILLOR, GREY HIGHLANDS, CHAIR

STEVE ADAMS, COUNCILLOR, BROCKTON, VICE-CHAIR

1925 BRUCE ROAD 10, BOX 70, CHESLEY, ON NOG 1L0

[519-363-3039](tel:519-363-3039) FAX: [519-363-2203](tel:519-363-2203) deputyclerk@arran-elderslie.ca

February 4, 2022

Greetings Members of Council,

As Municipal Leaders, we are mandated by the *Municipal Act, 2001*, as amended to provide measures necessary for the health, safety and well-being of citizens within our jurisdiction. The Multi-Municipal Wind Turbine Working Group (MMWTWG) collectively addresses concerns that are raised in relation to the various wind turbine projects across the province.

The list of concerns and implications is continually growing and many citizens are completely unaware of the effects, both short and long term that wind turbines pose. To provide some context to the complex matters that the MMWTWG continues to work to resolve, some principal issues are provided.

1. Public Safety

- Setbacks for tower collapse are insufficient. The current blade length plus 10 metres requirement is not a strong enough protective measure. Ontario has seen collapses of GE Turbine at Raleigh and Vestas Turbine at Bow Lake. Public database details at least 95 collapses worldwide, including Enercon, Siemens, Nordex, and others. Bow Lake turbines were also permitted to restart by regulator without any public release of information of recent failure.
- Setbacks for blade failures are insufficient. The current blade length plus 10 metres requirement is not a strong enough protective measure. Ontario has seen debris at 560 metres with 51-metre setback, with failures from GE, Vestas, Suzlon/Repower. Regulator did inadequate safety review of post commissioning installation of "power cone" at Skyway 8 and is permitting turbine restart without public investigation into impact of failure on tower integrity.
- Setbacks for ice throw are also insufficient, as the blade length plus 10 metre setback is less than the ice throw distance witnessed in Ontario.
- Fire hazard – Ontario has witnessed turbine fire and flaming debris on the ground at 200 metres, while setback was 50 metres. Ministry review failed to recommend industry standard protective barriers for fire suppression in spite of examples of fires in similar turbines.
- Landholder leases give no setback protection for vulnerable citizens (children and other family members of lease holder, employees, couriers, etc.)

2. Health Impacts

- Sleep deprivation – most common identified irritant.
- Stress – identified link from irritants to cardio vascular events.
- Unexplained cardiac events, diabetic events
- Cyclical noise (major irritant) not assessed by Ontario Compliance Protocol.
- Tonality (irritant at some projects) not adequately assessed by standards.
- Dominant, irritating, turbine noise signature dwarfs rural noise environment.
- Loss of enjoyment of property, contrary to Environmental Protection Act.

3. Municipal Finances

- Tax base – Assessment of multi-million-dollar turbines capped at under \$50k per MW, adversely impacts tax base. Similar to unpermitted “bonusing” by permitting low taxation. Impacts ability to build on adjoining properties.
- Community impact grants – associated “gag-clauses” deny transparency.
- Impact on roadways – large component delivery cause damages to roads.
- Upcoming impact on landfill – Component End of Life – blades not recyclable.
- Decommissioning costs – no guarantee of cost coverage at many sites.

4. Community Cohesiveness

- Rural neighbourhood – acrimony prevents neighbours working together, those profiting often not those who suffer impacts

5. Energy Supply Stability

- Mismatch to consumer demand, turbine output falls as consumer load increases in morning, but rises as consumer load falls in the evening
- Seasonal mismatch a big concern as turbine output poorest when consumer demand is highest in summer air conditioning season, and in winter heating season, yet turbine output is highest when consumer demand is lowest in spring and fall
- Requires construction of backup generation, that must price output highly as only operated intermittently.

6. Consumer Energy Cost

- First access to grid costs – force less costly generation off the grid. Ontario energy transitioned from least costly to most expensive in North America.
- Costs of required storage options will increase costs even further.
- Lowered electrical system reliability due to uncontrollable factors (weather).

7. Lack of response from responsible Ministry to complaints and professional input

- Inconsistent Ministry response to complaints from impacted citizens
- Lack of Ministry response to professional input – no disposition of items, just neglect.

8. Lack of Respect of Impacted Citizens

- Ministry failed to investigate the majority of complaints, took no action to correct, contrary to Renewable Energy Approvals regulations.

This Working Group shares municipal advice on by-laws, road use agreements, fire suppression requirements and other considerations that need to be considered before dealing with wind developers. We are striving to support municipalities and citizens and to become aware of issues and possible remedies regarding industrial wind turbines before it is too late to take proactive actions.

Our Working Group is currently comprised of municipalities from the Counties of Bruce, Grey, Huron and Niagara Region, but the issue of wind turbines is wider. By working together, can we share knowledge and provide a collective municipal response to protect our citizens. As a Working Group, it has given us the opportunity to invite participation at our meetings by Provincial MPPs and Ministry of the Environment Officials, and to hear technical and municipal planning presentations related to the subject.

The MMWTWG annual fee is set at the beginning of each year. This fee is used to cover the cost of a Recording Secretary, miscellaneous costs for preparation and circulation of materials as well as any fees related to space rentals for meetings. A small surplus is maintained for donation to a defence fund in case any municipal bylaw might be challenged by a developer. The yearly fee is paid to the "Municipality of Arran-Elderslie"; and sent directly to the Municipal Office c/o Clerk.

During 2021, the annual fees were waived as we navigated our way through the pandemic. We have resumed meeting in a "virtual" platform and anticipate this new format will continue in the future. This allows for participation across the province providing the convenience to join from wherever you are. The Working Group meets on the second Thursday of each month. Agendas and other materials are circulated to the Members by email as well as to the Clerk's of the Member Municipality's. Each member Municipality may appoint by resolution of Council, two (2) Working Group Members, one (1) Alternate Member and one (1) Citizen to provide additional expertise or information to the discussion. A copy of the Working Group Terms of Reference and Procedural Bylaw can be provided upon request.

Our annual fees are not due until June 1, 2022. At this time, we would like to extend this invitation to Members of your Council to participate in the Multi-Municipal Wind Turbine Working Group meetings to better understand the work that we do and the matters we stand for.

Our next meeting is scheduled for Thursday, February 10, 2022 at 7pm via Zoom.

Please contact our Recording Secretary to obtain a copy of the agenda as well as the Zoom link for the meeting.

We look forward to your participation and support of this critical matter. Size in numbers provides a louder voice to be heard.

Warm Regards,
On behalf of the Chair, Tom Allwood

A handwritten signature in cursive script that reads "Julie Reid".

Julie Reid, Recording Secretary
Deputy Clerk
Municipality of Arran-Elderslie,
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234-2022-575

February 7, 2022

Dear Head of Council:

Recently, Premier Ford and I held an Ontario-Municipal Housing Affordability Summit and the Rural Housing Affordability Roundtable.

These conversations provided an opportunity to celebrate and share good work across jurisdictions and identify further opportunities for collaboration as the province and municipalities continue to address housing affordability. Additional funding that our government announced will help municipalities build more homes faster, including through the new Streamline Development Approval Fund, Audit and Accountability Fund, Municipal Modernization Program, the Rural Economic Development Program and the Ontario Community Infrastructure Fund.

In our efforts to unlock housing supply, we know that one size does not fit all and that municipalities in different parts of Ontario face unique challenges. As we continue this dialogue, our government will ensure municipalities have the tools and resources they need to unlock housing in every community across Ontario.

I welcome further advice from you or your staff about what has worked well in your municipality and other opportunities to increase the supply and affordability of market housing. Feedback can be sent to housingsupply@ontario.ca by Friday, February 15, 2022.

These are important conversations as we look forward to further collaborating with municipalities in our work towards increasing Ontario's housing supply.

Sincerely,

A blue ink signature of Steve Clark.

Steve Clark
Minister



242-2021-10

February 7, 2022

Hello colleagues,

Recently, Premier Ford and Minister Clark met with municipal leaders at the Ontario-Municipal Housing Affordability Summit and the Rural Housing Affordability Roundtable. These conversations provided an opportunity to celebrate and share good work across jurisdictions and identify further opportunities for collaboration as the province and municipalities continue to address housing affordability.

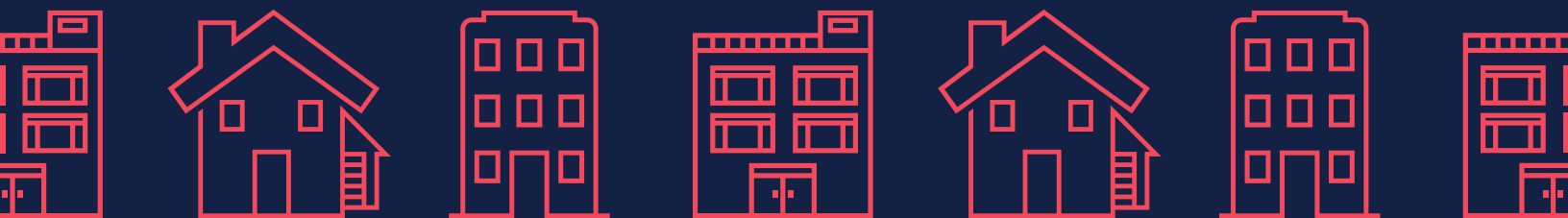
As a follow-up to these insightful conversations, I am sharing the attached message that was sent to your Head of Council or Regional Chair. I welcome further advice about what has worked well in your municipality, and other opportunities to increase the supply and affordability of market housing. Feedback can be sent to housingsupply@ontario.ca by Friday, February 15, 2022.

These are important conversations as we look forward in further collaborating with municipalities in our work towards increasing housing supply.

Best,

A handwritten signature in black ink that reads "K. Manson-Smith".

Kate Manson-Smith
Deputy Minister



Report of the
**Ontario Housing
Affordability Task Force**



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Letter to Minister Clark

Dear Minister Clark,

Hard-working Ontarians are facing a housing crisis. For many years, the province has not built enough housing to meet the needs of our growing population. While the affordability crisis began in our large cities, it has now spread to smaller towns and rural communities.

Efforts to cool the housing market have only provided temporary relief to home buyers. The long-term trend is clear: house prices are increasing much faster than Ontarian's incomes. The time for action is now.

When striking the Housing Affordability Task Force, you and Premier Ford were clear: you wanted actionable, concrete solutions to help Ontarians and there was no time to waste. You asked us to be bold and gave us the freedom and independence to develop our recommendations.

In the past two months, we have met municipal leaders, planners, unions, developers and builders, the financial sector, academics, think tanks and housing advocates. Time was short, but solutions emerged consistently around these themes:

- More housing density across the province
- End exclusionary municipal rules that block or delay new housing
- Depoliticize the housing approvals process
- Prevent abuse of the housing appeals system
- Financial support to municipalities that build more housing

We present this report to you not as an “all or nothing” proposal, but rather as a list of options that the government has at its disposal to help address housing affordability for Ontarians and get more homes built. We propose an ambitious but achievable target: 1.5 million new homes built in the next ten years.

Parents and grandparents are worried that their children will not be able to afford a home when they start working or decide to start a family. Too many Ontarians are unable to live in their preferred city or town because they cannot afford to buy or rent.

The way housing is approved and built was designed for a different era when the province was less constrained by space and had fewer people. But it no longer meets the needs of Ontarians. The balance has swung too far in favour of lengthy consultations, bureaucratic red tape, and costly appeals. It is too easy to oppose new housing and too costly to build. We are in a housing crisis and that demands immediate and sweeping reforms.

It has been an honour to serve as Chair, and I am proud to submit this report on behalf of the entire Task Force.



Jake Lawrence

Chair, Housing Affordability Task Force

Chief Executive Officer and Group Head, Global Banking and Markets, Scotiabank

Executive summary and recommendations

House prices in Ontario have almost tripled in the past 10 years, growing much faster than incomes. This has home ownership beyond the reach of most first-time buyers across the province, even those with well-paying jobs. Housing has become too expensive for rental units and it has become too expensive in rural communities and small towns. The system is not working as it should.

For too long, we have focused on solutions to “cool” the housing market. It is now clear that we do not have enough homes to meet the needs of Ontarians today, and we are not building enough to meet the needs of our growing population. If this problem is not fixed – by creating more housing to meet the growing demand – housing prices will continue to rise. We need to build more housing in Ontario.

This report sets out recommendations that would set a bold goal and clear direction for the province, increase density, remove exclusionary rules that prevent housing growth, prevent abuse of the appeals process, and make sure municipalities are treated as partners in this process by incentivizing success.

Setting bold targets and making new housing the planning priority

Recommendations 1 and 2 urge Ontario to set a bold goal of adding 1.5 million homes over the next 10 years and update planning guidance to make this a priority.

The task force then recommends actions in five main areas to increase supply:

Require greater density

Land is not being used efficiently across Ontario. In too many neighbourhoods, municipal rules only allow single-family homes – not even a granny suite. Taxpayers have invested heavily in subway, light rail, bus and rail lines and highways, and the streets nearby are ideally suited for more mid- and high-rise housing. Underused or redundant commercial and industrial buildings are ripe to be redeveloped into housing or mixed commercial and residential use. New housing on undeveloped land should also be higher density than traditional suburbs, especially close to highways.

Adding density in all these locations makes better use of infrastructure and helps to save land outside urban boundaries. Implementing these recommendations will provide Ontarians with many more options for housing.

Recommendations 3 through 11 address how Ontario can quickly create more housing supply by allowing more housing in more locations “as of right” (without the need for municipal approval) and make better use of transportation investments.

Reduce and streamline urban design rules

Municipalities require numerous studies and set all kinds of rules for adding housing, many of which go well beyond the requirements of the provincial Planning Act. While some of this guidance has value for urban design, some rules appear to be arbitrary and not supported by evidence – for example, requiring condo buildings to include costly parking stalls even though many go unsold. These rules and requirements result in delays and extra costs that make housing either impossible to build or very expensive for the eventual home buyer or renter.

Recommendation 12 would set uniform provincial standards for urban design, including building shadows and setbacks, do away with rules that prioritize preservation of neighbourhood physical character over new housing, no longer require municipal approval of design matters like a building’s colour, texture, type of material or window details, and remove or reduce parking requirements in cities over 50,000 in population.

Depoliticize the process and cut red tape

NIMBYism (not in my backyard) is a major obstacle to building housing. It drags out the approval process, pushes up costs, and keeps out new residents. Because local councillors depend on the votes of residents who want to keep the status quo, the planning process has become politicized. Municipalities allow far more public consultation than is required, often using formats that make it hard for working people and families with young children to take part. Too few technical decisions are delegated to municipal staff. Pressure to designate buildings with little or no heritage value as “heritage” if development is proposed and bulk listings of properties with “heritage potential” are also standing in the way of getting homes built. Dysfunction throughout the system, risk aversion and needless bureaucracy have resulted in a situation where Ontario lags the rest of Canada and the developed world in approval times. Ontarians have waited long enough.

Recommendations 13 through 25 would require municipalities to limit consultations to the legislated maximum, ensure people can take part digitally, mandate the delegation of technical decisions, prevent abuse of the heritage process and see property owners compensated for financial loss resulting from designation, restore the right of developers to appeal Official Plans and Municipal Comprehensive Reviews, legislate timelines for approvals and enact several other common sense changes that would allow housing to be built more quickly and affordably.

Fix the Ontario Land Tribunal

Largely because of the politicization of the planning process, many proponents look to the Tribunal, a quasi-judicial body, to give the go-ahead to projects that should have been approved by the municipality. Even when there is municipal approval, however, opponents appeal to the Tribunal – paying only a \$400 fee – knowing that this may well succeed in delaying a project to the point where it might no longer make economic sense. As a result, the Tribunal faces a backlog of more than 1,000 cases and is seriously under-resourced.

Recommendations 26 through 31 seek to weed out or prevent appeals aimed purely at delaying projects, allow adjudicators to award costs to proponents in more cases, including instances where a municipality has refused an approval to avoid missing a legislated deadline, reduce the time to issue decisions, increase funding, and encourage the Tribunal to prioritize cases that would increase housing supply quickly as it tackles the backlog.

Support municipalities that commit to transforming the system

Fixing the housing crisis needs everyone working together. Delivering 1.5 million homes will require the provincial and federal governments to invest in change. Municipalities that make the difficult but necessary choices to grow housing supply should be rewarded, and those that resist new housing should see funding reductions.

Recommendations 49 and 50 call for Ontario government to create a large “Ontario Housing Delivery Fund” and encourage the federal government to match funding, and suggest how the province should reward municipalities that support change and reduce funding for municipalities that do not.

This executive summary focuses on the actions that will get the most housing units approved and built in the shortest time. Other recommendations in the report deal with issues that are important but may take more time to resolve or may not directly increase supply (recommendation numbers are indicated in brackets): improving tax and municipal financing (**32-37, 39, 42-44**); encouraging new pathways to home ownership (**38, 40, 41**); and addressing labour shortages in the construction industry (**45-47**).

This is not the first attempt to “fix the housing system”. There have been efforts for years to tackle increasing housing prices and find solutions. This time must be different. **Recommendations 50-55** set out ways of helping to ensure real and concrete progress on providing the homes Ontarians need.

Introduction

Ontario is in a housing crisis. Prices are skyrocketing: the average price for a house across Ontario was \$923,000 at the end of 2021.^[1] Ten years ago, the average price was \$329,000.^[2] Over that period, average house prices have climbed 180% while average incomes have grown roughly 38%.^{[3][4]}

Not long ago, hard-working Ontarians – teachers, construction workers, small business owners – could afford the home they wanted. In small towns, it was reasonable to expect that you could afford a home in the neighbourhood you grew up in. Today, home ownership or finding a quality rental is now out of reach for too many Ontarians. The system is not working as it should be.

Housing has become too expensive for rental units and it has become too expensive in rural communities and small towns.

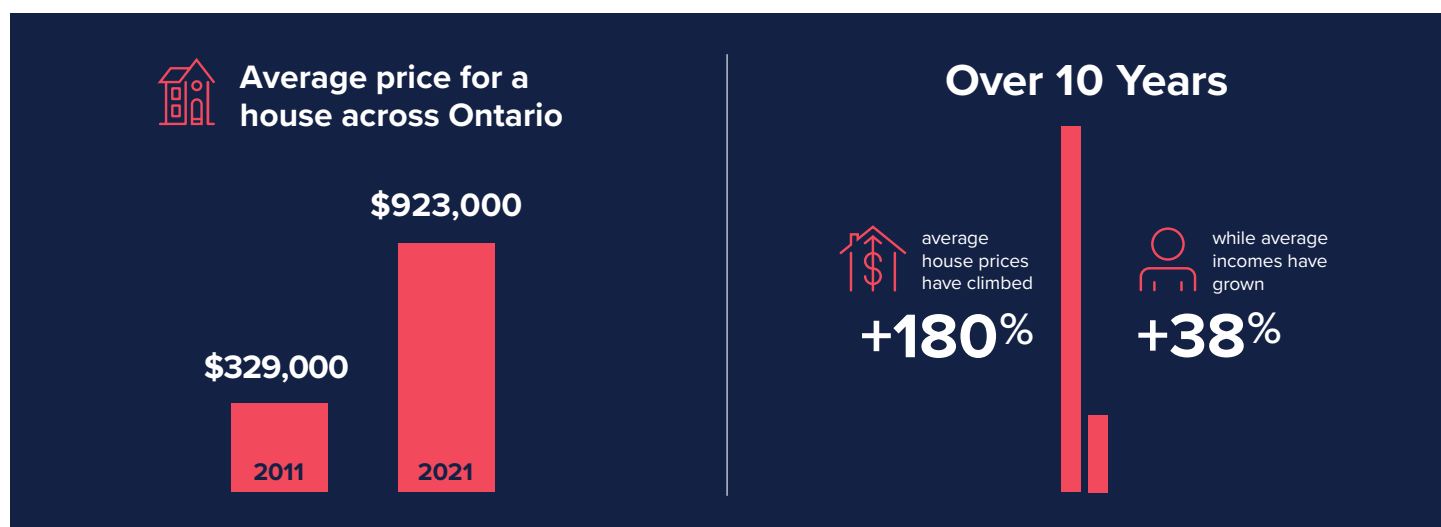
While people who were able to buy a home a decade or more ago have built considerable personal equity, the benefits of having a home aren't just financial. Having a place to call home connects people to their community, creates a gathering place for friends and family, and becomes a source of pride.

Today, the reality for an ever-increasing number of Ontarians is quite different. Everyone in Ontario knows people who are living with the personal and financial stress of not being able to find housing they can afford. The young family who can't buy a house within two hours of where they work. The tenant with a good job who worries about

where she'll find a new apartment she can afford if the owner decides to sell. The recent graduate who will have to stay at home for a few more years before he can afford to rent or buy.

While the crisis is widespread, it weighs more heavily on some groups than on others. Young people starting a family who need a larger home find themselves priced out of the market. Black, Indigenous and marginalized people face even greater challenges. As Ontarians, we have only recently begun to understand and address the reality of decades of systemic racism that has resulted in lower household incomes, making the housing affordability gap wider than average.

The high cost of housing has pushed minorities and lower income Ontarians further and further away from job markets. Black and Indigenous homeownership rates are less than half of the provincial average.^[5] And homelessness rates among Indigenous Peoples are 11 times the national average. When housing prevents an individual from reaching their full potential, this represents a loss to every Ontarian: lost creativity, productivity, and revenue. Lost prosperity for individuals and for the entire Ontario economy.



As much as we read about housing affordability being a challenge in major cities around the world, the depth of the challenge has become greater in Ontario and Canada than almost anywhere in the developed world.



Canada has the lowest amount of housing per population of any G7 country.

How did we get here? Why do we have this problem?

A major factor is that there just isn't enough housing. A 2021 Scotiabank study showed that Canada has the fewest housing units per population of any G7 country – and, our per capita housing supply has *dropped* in the past five years.^[6] An update to that study released in January 2022 found that two thirds of Canada's housing shortage is in Ontario.^[7] Today, Ontario is 1.2 million homes – rental or owned – short of the G7 average. With projected population growth, that huge gap is widening, and bridging it will take immediate, bold and purposeful effort. And to support population growth in the next decade, we will need one million more homes.

While governments across Canada have taken steps to “cool down” the housing market or provide help to first-time buyers, these demand-side solutions only work if there is enough supply. Shortages of supply in any market have a direct impact on affordability. Scarcity breeds price increases. Simply put, if we want more Ontarians to have housing, we need to build more housing in Ontario.

Ontario must build 1.5 million homes over the next 10 years to address the supply shortage

The housing crisis impacts all Ontarians. The ripple effect of the crisis also holds back Ontario reaching its full potential.

Economy

Businesses of all sizes are facing problems finding and retaining workers. Even high-paying jobs in technology and manufacturing are hard to fill because there's not enough housing nearby. This doesn't just dampen the economic growth of cities, it makes them less vibrant, diverse, and creative, and strains their ability to provide essential services.

Public services

Hospitals, school boards and other public service providers across Ontario report challenges attracting and retaining staff because of housing costs. One town told us that it

could no longer maintain a volunteer fire department, because volunteers couldn't afford to live within 10 minutes drive of the firehall.

Environment

Long commutes contribute to air pollution and carbon emissions. An international survey of 74 cities in 16 countries found that Toronto, at 96 minutes both ways, had the longest commute times in North America and was essentially tied with Bogota, Colombia, for the longest commute time worldwide.^[8] Increasing density in our cities and around major transit hubs helps reduce emissions to the benefit of everyone.

Ontario must build

1.5M

homes over the next 10 years
to address the supply shortage.



Our mandate and approach

Ontario's Minister of Municipal Affairs and Housing tasked us with recommending ways to accelerate our progress in closing the housing supply gap to improve housing affordability.

Time is of the essence. Building housing now is exactly what our post-pandemic economy needs. Housing construction creates good-paying jobs that cannot be outsourced to other countries. Moreover, the pandemic gave rise to unprecedented levels of available capital that can be invested in housing – if we can just put it to work.

We represent a wide range of experience and perspectives that includes developing, financing and building homes, delivering affordable housing, and researching housing market trends, challenges and solutions. Our detailed biographies appear as [Appendix A](#).



We acknowledge that every house in Ontario is built on the traditional territory of Indigenous Peoples.



People in households that spend 30% or more of total household income on shelter expenses are defined as having a “housing affordability” problem. Shelter expenses include electricity, oil, gas, coal, wood or other fuels, water and other municipal services, monthly mortgage payments, property taxes, condominium fees, and rent.

Our mandate was to focus on how to increase market housing supply and affordability. By market housing, we are referring to homes that can be purchased or rented without government support.

Affordable housing (units provided at below-market rates with government support) was not part of our mandate.

The Minister and his cabinet colleagues are working on that issue. Nonetheless, almost every stakeholder we spoke with had ideas that will help deliver market housing and also make it easier to deliver affordable housing. However, affordable housing is a societal responsibility and will require intentional investments and strategies to bridge the significant affordable housing gap in this province. We have included a number of recommendations aimed at affordable housing in the body of this report, but have also included further thoughts in [Appendix B](#).

We note that government-owned land was also outside our mandate. Many stakeholders, however, stressed the value of surplus or underused public land and land associated with major transit investments in finding housing solutions. We agree and have set out some thoughts on that issue in [Appendix C](#).

How we did our work

Our Task Force was struck in December 2021 and mandated to deliver a final report to the Minister by the end of January 2022. We were able to work to that tight timeline because, in almost all cases, viewpoints and feasible solutions are well known. In addition, we benefited from insights gleaned from recent work to solve the problem in other jurisdictions.

During our deliberations, we met with and talked to over 140 organizations and individuals, including industry associations representing builders and developers, planners, architects, realtors and others; labour unions; social justice advocates; elected officials at the municipal level; academics and research groups; and municipal planners. We also received written submissions from many of these participants. In addition, we drew on the myriad public reports and papers listed in the [References](#).

We thank everyone who took part in sessions that were uniformly helpful in giving us a deeper understanding of the housing crisis and the way out of it. We also thank the staff of the Ministry of Municipal Affairs and Housing who provided logistical and other support, including technical briefings and background.

The way forward

The single unifying theme across all participants over the course of the Task Force’s work has been the urgency to take decisive action. Today’s housing challenges are incredibly complex. Moreover, developing land, obtaining approvals, and building homes takes years.

Some recommendations will produce immediate benefits, others will take years for the full impact.

This is why there is no time to waste. We urge the Minister of Municipal Affairs and Housing and his cabinet colleagues to continue measures they have already taken to accelerate housing supply and to move quickly in turning the recommendations in this report into decisive new actions.

The province must set an ambitious and bold goal to build 1.5 million homes over the next 10 years. If we build 1.5 million new homes over the next ten years, Ontario can fill the housing gap with more affordable choices, catch up to the rest of Canada and keep up with population growth.

By working together, we can resolve Ontario’s housing crisis. In so doing, we can build a more prosperous future for everyone.

The balance of this report lays out our recommendations.

Focus on getting more homes built

Resolving a crisis requires intense focus and a clear goal. The province is responsible for the legislation and policy that establishes the planning, land use, and home building goals, which guide municipalities, land tribunals, and courts. Municipalities are then responsible for implementing provincial policy in a way that works for their communities. The province is uniquely positioned to lead by shining a spotlight on this issue, setting the tone, and creating a single, galvanizing goal around which federal support, provincial legislation, municipal policy, and the housing market can be aligned.

In 2020, Ontario built about 75,000 housing units.^[9] For this report, we define a housing unit (home) as a single dwelling (detached, semi-detached, or attached), apartment, suite, condominium or mobile home. Since 2018, housing completions have grown every year as a result of positive measures that the province and some municipalities have implemented to encourage more home building. But we are still 1.2 million homes short when compared to other G7 countries and our population is growing. The goal of 1.5 million homes feels daunting – but reflects both the need and what is possible. In fact, throughout the 1970s Ontario built more housing units each year than we do today.^[10]

The second recommendation is designed to address the growing complexity and volume of rules in the legislation, policy, plans and by-laws, and their competing priorities, by providing clear direction to provincial agencies, municipalities, tribunals, and courts on the overriding priorities for housing.

1. Set a goal of building 1.5 million new homes in ten years.
2. Amend the Planning Act, Provincial Policy Statement, and Growth Plans to set “growth in the full spectrum of housing supply” and “intensification within existing built-up areas” of municipalities as the most important residential housing priorities in the mandate and purpose.



The “missing middle” is often cited as an important part of the housing solution. We define the missing middle as mid-rise condo or rental housing, smaller houses on subdivided lots or in laneways and other additional units in existing houses.

Making land available to build

The Greater Toronto Area is bordered on one side by Lake Ontario and on the other by the protected Greenbelt. Similarly, the Ottawa River and another Greenbelt constrain land supply in Ottawa, the province's second-largest city.

But a shortage of land isn't the cause of the problem. Land is available, both inside the existing built-up areas and on undeveloped land outside greenbelts.

We need to make better use of land. Zoning defines what we can build and where we can build. If we want to make better use of land to create more housing, then we need to modernize our zoning rules. We heard from planners, municipal councillors, and developers that "as of right" zoning – the ability to by-pass long, drawn out consultations and zoning by-law amendments – is the most effective tool in the provincial toolkit. We agree.

Stop using exclusionary zoning that restricts more housing

Too much land inside cities is tied up by outdated rules. For example, it's estimated that 70% of land zoned for housing in Toronto is restricted to single-detached or semi-detached homes.^[11] This type of zoning prevents homeowners from adding additional suites to create housing for Ontarians and income for themselves. As one person said, "my neighbour can tear down what was there to build a monster home, but I'm not allowed to add a basement suite to my home."

It's estimated that
70%

of land zoned for housing in Toronto
is restricted to **single-detached**
or **semi-detached** homes.



While less analysis has been done in other Ontario communities, it's estimated that about half of all residential land in Ottawa is zoned for single-detached housing, meaning nothing else may be built on a lot without public consultation and an amendment to the zoning by-law. In some suburbs around Toronto, single unit zoning dominates residential land use, even close to GO Transit stations and major highways.

One result is that more growth is pushing past urban boundaries and turning farmland into housing. Undeveloped land inside and outside existing municipal boundaries must be part of the solution, particularly in northern and rural communities, but isn't nearly enough on its own. Most of the solution must come from densification. Greenbelts and other environmentally sensitive areas must be protected, and farms provide food and food security. Relying too heavily on undeveloped land would whittle away too much of the already small share of land devoted to agriculture.

Modernizing zoning would also open the door to more rental housing, which in turn would make communities more inclusive.

Allowing more gentle density also makes better use of roads, water and wastewater systems, transit and other public services that are already in place and have capacity, instead of having to be built in new areas.

The Ontario government took a positive step by allowing secondary suites (e.g., basement apartments) across the province in 2019. However, too many municipalities still place too many restrictions on implementation. For the last three years, the total number of secondary suites in Toronto has actually declined each year, as few units get permitted and owners convert two units into one.^[12]

These are the types of renovations and home construction performed by small businesses and local trades, providing them with a boost.

Underused and vacant commercial and industrial properties are another potential source of land for housing. It was suggested to us that one area ripe for redevelopment into a mix of commercial and residential uses is the strip mall, a leftover from the 1950s that runs along major suburban streets in most large Ontario cities.

“As of right” zoning allows more kinds of housing that are accessible to more kinds of people. It makes neighbourhoods stronger, richer, and fairer. And it will get more housing built in existing neighbourhoods more quickly than any other measure.

3. Limit exclusionary zoning in municipalities through binding provincial action:

a) Allow “as of right” residential housing up to four units and up to four storeys on a single residential lot.

b) Modernize the Building Code and other policies to remove any barriers to affordable construction and to ensure meaningful implementation (e.g., allow single-staircase construction for up to four storeys, allow single egress, etc.).

4. Permit “as of right” conversion of underutilized or redundant commercial properties to residential or mixed residential and commercial use.

5. Permit “as of right” secondary suites, garden suites, and laneway houses province-wide.

6. Permit “as of right” multi-tenant housing (renting rooms within a dwelling) province-wide.

7. Encourage and incentivize municipalities to increase density in areas with excess school capacity to benefit families with children.

Align investments in roads and transit with growth

Governments have invested billions of dollars in highways, light rail, buses, subways and trains in Ontario. But without ensuring more people can live close to those transit routes, we’re not getting the best return on those infrastructure investments.

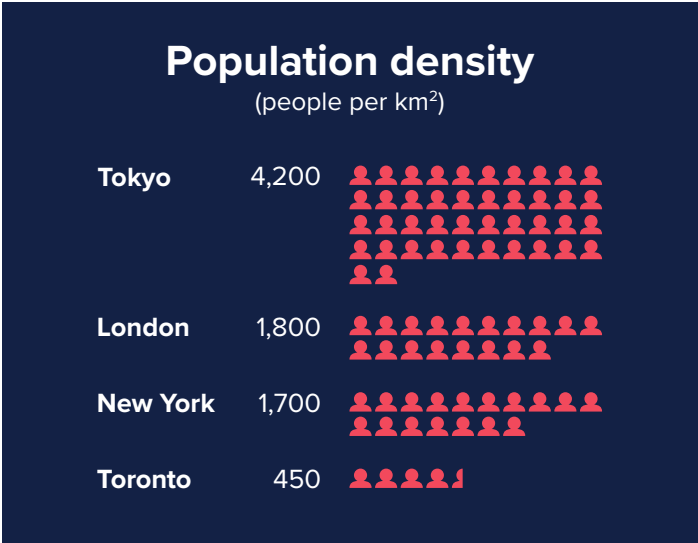
Access to transit is linked to making housing more affordable: when reliable transit options are nearby, people can get to work more easily. They can live further from the centre of the city in less expensive areas without the added cost of car ownership.

The impacts of expanding public transit go far beyond serving riders. These investments also spur economic growth and reduce traffic congestion and emissions. We all pay for the cost of transit spending, and we should all share in the benefits.

If municipalities achieve the right development near transit – a mix of housing at high- and medium-density, office space and retail – this would open the door to better ways of funding the costs. Other cities, like London, UK and Hong Kong, have captured the impacts of increased land value and business activity along new transit routes to help with their financing.

Ontario recently created requirements (residents/hectare) for municipalities to zone for higher density in transit corridors and “major transit station areas”.^[3] These are areas surrounding subway and other rapid transit stations and hubs. However, we heard troubling reports that local opposition is blocking access to these neighbourhoods and to critical public transit stations. City staff, councillors, and the province need to stand up to these tactics and speak up for the Ontarians who need housing.

The Province is also building new highways in the Greater Golden Horseshoe, and it’s important to plan thoughtfully for the communities that will follow from these investments, to make sure they are compact and liveable.



8. Allow “as of right” zoning up to unlimited height and unlimited density in the immediate proximity of individual major transit stations within two years if municipal zoning remains insufficient to meet provincial density targets.
9. Allow “as of right” zoning of six to 11 storeys with no minimum parking requirements on any streets utilized by public transit (including streets on bus and streetcar routes).
10. Designate or rezone as mixed commercial and residential use all land along transit corridors and redesignate all Residential Apartment to mixed commercial and residential zoning in Toronto.
11. Support responsible housing growth on undeveloped land, including outside existing municipal boundaries, by building necessary infrastructure to support higher density housing and complete communities and applying the recommendations of this report to all undeveloped land.

Start saying “yes in my backyard”

Even where higher density is allowed in theory, the official plans of most cities in Ontario contain conflicting goals like maintaining “prevailing neighbourhood character”. This bias is reinforced by detailed guidance that often follows from the official plan. Although requirements are presented as “guidelines”, they are often treated as rules.

Examples include:

- Angular plane rules that require successively higher floors to be stepped further back, cutting the number of units that can be built by up to half and making many projects uneconomic
- Detailed rules around the shadows a building casts
- Guidelines around finishes, colours and other design details

One resident’s desire to prevent a shadow being cast in their backyard or a local park frequently prevails over concrete proposals to build more housing for multiple families. By-laws and guidelines that preserve “neighbourhood character” often prevent simple renovations to add new suites to existing homes. The people who suffer are mostly young, visible minorities, and marginalized people. It is the perfect

example of a policy that appears neutral on its surface but is discriminatory in its application.^[14]

Far too much time and money are spent reviewing and holding consultations for large projects which conform with the official plan or zoning by-law and small projects which would cause minimal disruption. The cost of needless delays is passed on to new home buyers and tenants.

Minimum parking requirements for each new unit are another example of outdated municipal requirements that increase the cost of housing and are increasingly less relevant with public transit and ride share services. Minimum parking requirements add as much as \$165,000 to the cost of a new housing unit, even as demand for parking spaces is falling: data from the Residential Construction Council of Ontario shows that in new condo projects, one in three parking stalls goes unsold. We applaud the recent vote by Toronto City Council to scrap most minimum parking requirements. We believe other cities should follow suit.

While true heritage sites are important, heritage preservation has also become a tool to block more housing. For example, some municipalities add thousands of properties at a time to a heritage register because they have “potential” heritage value. Even where a building isn’t heritage designated or registered, neighbours increasingly demand it be as soon as a development is proposed.

This brings us to the role of the “not in my backyard” or NIMBY sentiment in delaying or stopping more homes from being built.



New housing is often the last priority

A proposed building with market and affordable housing units would have increased the midday shadow by 6.5% on a nearby park at the fall and spring equinox, with no impact during the summer months. To conform to a policy that does not permit “new net shadow on specific parks”, seven floors of housing, including 26 affordable housing units, were sacrificed.

Multiple dry cleaners along a transit route were designated as heritage sites to prevent new housing being built. It is hard not to feel outrage when our laws are being used to prevent families from moving into neighbourhoods and into homes they can afford along transit routes.

NIMBY versus YIMBY

NIMBYism (not in my backyard) is a large and constant obstacle to providing housing everywhere. Neighbourhood pushback drags out the approval process, pushes up costs and discourages investment in housing. It also keeps out new residents. While building housing is very costly, opposing new housing costs almost nothing.

Unfortunately, there is a strong incentive for individual municipal councillors to fall in behind community opposition – it's existing residents who elect them, not future ones. The outcry of even a handful of constituents (helped by the rise of social media) has been enough, in far too many cases, to persuade their local councillor to vote against development even while admitting its merits in private. There is a sense among some that it's better to let the Ontario Land Tribunal approve the development on appeal, even if it causes long delays and large cost increases, then to take the political heat.

Mayors and councillors across the province are fed up and many have called for limits on public consultations and more “as of right” zoning. In fact, some have created a new term for NIMBYism: BANANAs – Build Absolutely Nothing Anywhere Near Anything, causing one mayor to comment “NIMBYism has gone BANANAs”. We agree. In a growing, thriving society, that approach is not just bad policy, it is exclusionary and wrong.

As a result, technical planning decisions have become politicized. One major city has delegated many decisions to senior staff, but an individual councillor can withdraw the delegation when there is local opposition and force a vote at Council. We heard that this situation is common across the province, creating an electoral incentive for a councillor to delay or stop a housing proposal, or forcing a councillor to pay the electoral cost of supporting it. Approvals of individual housing applications should be the role of professional staff, free from political interference.

The pressure to stop any development is now so intense that it has given rise to a counter-movement – YIMBYism, or “yes in my backyard,” led by millennials who recognize entrenched opposition to change as a huge obstacle to finding a home. They provide a voice at public consultations for young people, new immigrants and refugees, minority groups, and Ontarians struggling to access housing by connecting our ideals to the reality of housing. People who welcome immigrants to Canada should welcome them to the neighbourhood, fighting climate change means supporting higher-density housing, and “keeping the neighbourhood the way it is” means keeping it off-limits. While anti-housing voices can be loud,

a member of More Neighbours Toronto, a YIMBY group that regularly attends public consultations, has said that the most vocal opponents usually don't represent the majority in a neighbourhood. Survey data from the Ontario Real Estate Association backs that up, with almost 80% of Ontarians saying they are in favour of zoning in urban areas that would encourage more homes.

Ontarians want a solution to the housing crisis. We cannot allow opposition and politicization of individual housing projects to prevent us from meeting the needs of all Ontarians.

12. Create a more permissive land use, planning, and approvals system:

- a) Repeal or override municipal policies, zoning, or plans that prioritize the preservation of physical character of neighbourhood
- b) Exempt from site plan approval and public consultation all projects of 10 units or less that conform to the Official Plan and require only minor variances
- c) Establish province-wide zoning standards, or prohibitions, for minimum lot sizes, maximum building setbacks, minimum heights, angular planes, shadow rules, front doors, building depth, landscaping, floor space index, and heritage view cones, and planes; restore pre-2006 site plan exclusions (colour, texture, and type of materials, window details, etc.) to the Planning Act and reduce or eliminate minimum parking requirements; and
- d) Remove any floorplate restrictions to allow larger, more efficient high-density towers.

13. Limit municipalities from requesting or hosting additional public meetings beyond those that are required under the Planning Act.

14. Require that public consultations provide digital participation options.

15. Require mandatory delegation of site plan approvals and minor variances to staff or pre-approved qualified third-party technical consultants through a simplified review and approval process, without the ability to withdraw Council's delegation.

- 16.** Prevent abuse of the heritage preservation and designation process by:
 - a) Prohibiting the use of bulk listing on municipal heritage registers
 - b) Prohibiting reactive heritage designations after a Planning Act development application has been filed
- 17.** Requiring municipalities to compensate property owners for loss of property value as a result of heritage designations, based on the principle of best economic use of land.
- 18.** Restore the right of developers to appeal Official Plans and Municipal Comprehensive Reviews.

We have heard mixed feedback on Committees of Adjustment. While they are seen to be working well in some cities, in others they are seen to simply add another lengthy step in the process. We would urge the government to first implement our recommendation to delegate minor variances and site plan approvals to municipal staff and then assess whether Committees of Adjustment are necessary and an improvement over staff-level decision making.

Cut the red tape so we can build faster and reduce costs

One of the strongest signs that our approval process is not working: of 35 OECD countries, only the Slovak Republic takes longer than Canada to approve a building project. The UK and the US approve projects three times faster without sacrificing quality or safety. And they save home buyers and tenants money as a result, making housing more affordable.^[15]

A 2020 survey of development approval times in 23 Canadian cities shows Ontario seriously lagging: Hamilton (15th), Toronto (17th), Ottawa (21st) with approval times averaging between 20-24 months. These timelines do not include building permits, which take about two years for an apartment building in Toronto. Nor did they count the time it takes for undeveloped land to be designated for housing, which the study notes can take five to ten years.^[16]

Despite the good intentions of many people involved in the approvals and home-building process, decades of dysfunction in the system and needless bureaucracy have made it too difficult for housing approvals to keep up with the needs of Ontarians. There appear to be numerous reasons why Ontario performs so poorly against other Canadian cities and the rest of the developed world. We believe that the major problems can be summed up as:

- Too much complexity in the planning process, with the page count in legislation, regulation, policies, plans, and by-laws growing every year
- Too many studies, guidelines, meetings and other requirements of the type we outlined in the previous section, including many that go well beyond the scope of Ontario's Planning Act
- Reviews within municipalities and with outside agencies that are piecemeal, duplicative (although often with conflicting outcomes) and poorly coordinated
- Process flaws that include reliance on paper
- Some provincial policies that are more relevant to urban development but result in burdensome, irrelevant requirements when applied in some rural and northern communities.



All of this has contributed to widespread failure on the part of municipalities to meet required timelines. The provincial Planning Act sets out deadlines of 90 days for decisions on zoning by-law amendments, 120 days for plans of subdivision, and 30 days for site plan approval, but municipalities routinely miss these without penalty. For other processes, like site plan approval or provincial approvals, there are no timelines and delays drag on. The cost of delay falls on the ultimate homeowner or tenant.

The consequences for homeowners and renters are enormous. Ultimately, whatever cost a builder pays gets passed on to the buyer or renter. As one person said: "Process is the biggest project killer in Toronto because developers have to carry timeline risk."

Site plan control was often brought up as a frustration. Under the Planning Act, this is meant to be a technical review of the external features of a building. In practice, municipalities often expand on what is required and take too long to respond.

Then: In 1966, a draft plan of subdivision in a town in southwestern Ontario to provide 529 low-rise and mid-rise housing units, a school site, a shopping centre and parks was approved by way of a two-page letter setting out 10 conditions. It took seven months to clear conditions for final approval.

And now: In 2013, a builder started the approval process to build on a piece of serviced residential land in a seasonal resort town. Over the next seven years, 18 professional consultant reports were required, culminating in draft plan approval containing 50 clearance conditions. The second approval, issued by the Local Planning Appeals Board in 2020, ran to 23 pages. The developer estimates it will be almost 10 years before final approval is received.

An Ontario Association of Architects study calculating the cost of delays between site plan application and approval concluded that for a 100-unit condominium apartment building, each additional month of delay costs the applicant an estimated \$193,000, or \$1,930 a month for each unit.^[17]

A 2020 study done for the Building Industry and Land Development Association (BILD) looked at impacts of delay on low-rise construction, including single-detached homes. It estimated that every month an approval is delayed adds, on average, \$1.46 per square foot to the cost of a single home. A two-year delay, which is not unusual for this housing type, adds more than \$70,000 to the cost of a 2,000-square-foot house in the GTA.^[16]

Getting rid of so much unnecessary and unproductive additional work would significantly reduce the burden on staff. It would help address the widespread shortages of planners and building officials. It would also bring a stronger sense among municipal staff that they are part of the housing solution and can take pride in helping cut approval times and lower the costs of delivering homes.

Adopt common sense approaches that save construction costs

Wood using “mass timber” – an engineer compressed wood, made for strength and weight-bearing – can provide a lower-cost alternative to reinforced concrete in many mid-rise projects, but Ontario’s Building Code is hampering its use. Building taller with wood offers advantages beyond cost:

- Wood is a renewable resource that naturally sequesters carbon, helping us reach our climate change goals

- Using wood supports Ontario’s forestry sector and creates jobs, including for Indigenous people

British Columbia’s and Quebec’s building codes allow woodframe construction up to 12 storeys, but Ontario limits it to six. By amending the Building Code to allow 12-storey woodframe construction, Ontario would encourage increased use of forestry products and reduce building costs.

Finally, we were told that a shift in how builders are required to guarantee their performance would free up billions of dollars to build more housing. Pay on demand surety bonds are a much less onerous option than letters of credit, and are already accepted in Hamilton, Pickering, Innisfil, Whitchurch-Stouffville and other Ontario municipalities. We outline the technical details in [Appendix D](#).

- 19. Legislate timelines at each stage of the provincial and municipal review process, including site plan, minor variance, and provincial reviews, and deem an application approved if the legislated response time is exceeded.**
- 20. Fund the creation of “approvals facilitators” with the authority to quickly resolve conflicts among municipal and/or provincial authorities and ensure timelines are met.**
- 21. Require a pre-consultation with all relevant parties at which the municipality sets out a binding list that defines what constitutes a complete application; confirms the number of consultations established in the previous recommendations; and clarifies that if a member of a regulated profession such as a professional engineer has stamped an application, the municipality has no liability and no additional stamp is needed.**
- 22. Simplify planning legislation and policy documents.**
- 23. Create a common, province-wide definition of plan of subdivision and standard set of conditions which clarify which may be included; require the use of standard province-wide legal agreements and, where feasible, plans of subdivision.**
- 24. Allow wood construction of up to 12 storeys.**
- 25. Require municipalities to provide the option of pay on demand surety bonds and letters of credit.**

Prevent abuse of the appeal process

Part of the challenge with housing approvals is that, by the time a project has been appealed to the Ontario Land Tribunal (the Tribunal), it has usually already faced delay and compromises have been made to reduce the size and scope of the proposal. When an approved project is appealed, the appellant – which could just be a single individual – may pay \$400 and tie up new housing for years.

The most recent published report showed 1,300 unresolved cases.^[18] While under-resourcing does contribute to delays, this caseload also reflects the low barrier to launching an appeal and the minimal risks if an appeal is unsuccessful:

- After a builder has spent time and money to ensure a proposal conforms with a municipality's requirements, the municipal council can still reject it – even if its own planning staff has given its support. Very often this is to appease local opponents.
- Unlike a court, costs are not automatically awarded to the successful party at the Tribunal. The winning side must bring a motion and prove that the party bringing the appeal was unreasonable, clearly trying to delay the project, and/or being vexatious or frivolous. Because the bar is set so high, the winning side seldom asks for costs in residential cases.

This has resulted in abuse of the Tribunal to delay new housing. Throughout our consultations, we heard from municipalities, not-for-profits, and developers that affordable housing was a particular target for appeals which, even if unsuccessful, can make projects too costly to build.

Clearly the Tribunal needs more resources to clear its backlog. But the bigger issue is the need for so many appeals: we believe it would better to have well-defined goals and rules for municipalities and builders to avoid this costly and time-consuming quasi-judicial process. Those who bring appeals aimed at stopping development that meets established criteria should pay the legal costs of the successful party and face the risk of a larger project being approved.

The solution is not more appeals, it's fixing the system. We have proposed a series of reforms that would ensure only meritorious appeals proceeded, that every participant faces some risk and cost of losing, and that abuse of the Tribunal will be penalized. We believe that if Ontario accepts our recommendations, the Tribunal will not face the same volume of appeals. But getting to that point will take time, and the Tribunal needs more resources and better tools now.

Recommendation 1 will provide legislative direction to adjudicators that they must prioritize housing growth and intensification over competing priorities contained in provincial and municipal policies. We further recommend the following:

- 26.** Require appellants to promptly seek permission ("leave to appeal") of the Tribunal and demonstrate that an appeal has merit, relying on evidence and expert reports, before it is accepted.
- 27.** Prevent abuse of process:
 - a) Remove right of appeal for projects with at least 30% affordable housing in which units are guaranteed affordable for at least 40 years.
 - b) Require a \$10,000 filing fee for third-party appeals.
 - c) Provide discretion to adjudicators to award full costs to the successful party in any appeal brought by a third party or by a municipality where its council has overridden a recommended staff approval.
- 28.** Encourage greater use of oral decisions issued the day of the hearing, with written reasons to follow, and allow those decisions to become binding the day that they are issued.
- 29.** Where it is found that a municipality has refused an application simply to avoid a deemed approval for lack of decision, allow the Tribunal to award punitive damages.
- 30.** Provide funding to increase staffing (adjudicators and case managers), provide market-competitive salaries, outsource more matters to mediators, and set shorter time targets.
- 31.** In clearing the existing backlog, encourage the Tribunal to prioritize projects close to the finish line that will support housing growth and intensification, as well as regional water or utility infrastructure decisions that will unlock significant housing capacity.

Reduce the costs to build, buy and rent

The price you pay to buy or rent a home is driven directly by how much it costs to build a home. In Ontario, costs to build homes have dramatically increased at an unprecedented pace over the past decade. In most of our cities and towns, materials and labour only account for about half of the costs. The rest comes from land, which we have addressed in the previous section, and government fees.

A careful balance is required on government fees because, as much as we would like to see them lowered, governments need revenues from fees and taxes to build critically needed infrastructure and pay for all the other services that make Ontario work. So, it is a question of balance and of ensuring that our approach to government fees encourages rather than discourages developers to build the full range of housing we need in our Ontario communities.

Align government fees and charges with the goal of building more housing

Improve the municipal funding model

Housing requires more than just the land it is built on. It requires roads, sewers, parks, utilities and other infrastructure. The provincial government provides municipalities with a way to secure funding for this infrastructure through development charges, community benefit charges and parkland dedication (providing 5% of land for public parks or the cash equivalent).

These charges are founded on the belief that growth – not current taxpayers – should pay for growth. As a concept, it is compelling. In practice, it means that new home buyers pay the entire cost of sewers, parks, affordable housing, or colleges that will be around for generations and may not be located in their neighbourhood. And, although building

affordable housing is a societal responsibility, because affordable units pay all the same charges as a market unit, the cost is passed to new home buyers in the same building or the not-for-profit organization supporting the project. We do not believe that government fees should create a disincentive to affordable housing.

If you ask any developer of homes – whether they are for-profit or non-profit – they will tell you that development charges are a special pain point. In Ontario, they can be as much as \$135,000 per home. In some municipalities, development charges have increased as much as 900% in less than 20 years.^[20] As development charges go up, the prices of homes go up. And development charges on a modest semi-detached home are the same as on a luxury 6,000 square foot home, resulting in a disincentive to build housing that is more affordable. Timing is also a challenge as development charges have to be paid up front, before a shovel even goes into the ground.

To help relieve the pressure, the Ontario government passed recent legislation allowing builders to determine development charges earlier in the building process. But they must pay interest on the assessed development charge to the municipality until a building permit is issued, and there is no cap on the rate, which in one major city is 13% annually.

Cash payments to satisfy parkland dedication also significantly boost the costs of higher-density projects, adding on average \$17,000 to the cost of a high-rise condo across the GTA.^[21] We heard concerns not just about the amount of cash collected, but also about the money not being spent in the neighbourhood or possibly not being spent on parks at all. As an example, in 2019 the City of Toronto held \$644 million in parkland cash-in-lieu payments.^[22] Everyone can agree that we need to invest in parks as our communities grow, but if the funds are not being spent, perhaps it means that more money is being collected for parklands than is needed and we could lower the cost of housing if we adjusted these parkland fees.



A 2019 study carried out for BILD showed that in the Greater Toronto Area, development charges for low-rise housing are on average more than three times higher per unit than in six comparable US metropolitan areas, and roughly 1.75-times higher than in the other Canadian cities.

For high-rise developments the average per unit charges in the GTA are roughly 50% higher than in the US areas, and roughly 30% higher than in the other Canadian urban areas.^[19]

Modernizing HST Thresholds

Harmonized sales tax (HST) applies to all new housing – including purpose-built rental. Today, the federal component is 5% and provincial component is 8%. The federal and provincial government provide a partial HST rebate. Two decades ago, the maximum home price eligible for a rebate was set at \$450,000 federally and \$400,000 provincially, resulting in a maximum rebate of \$6,300 federally and \$24,000 provincially, less than half of today's average home price. Buyers of new homes above this ceiling face a significant clawback. Indexing the rebate would immediately reduce the cost of building new homes, savings that can be passed on to Ontarians. When both levels of government agree that we are facing a housing crisis, they should not be adding over 10% to the cost of almost all new homes.

- 32.** Waive development charges and parkland cash-in-lieu and charge only modest connection fees for all infill residential projects up to 10 units or for any development where no new material infrastructure will be required.
- 33.** Waive development charges on all forms of affordable housing guaranteed to be affordable for 40 years.
- 34.** Prohibit interest rates on development charges higher than a municipality's borrowing rate.
- 35.** Regarding cash in lieu of parkland, s.37, Community Benefit Charges, and development charges:
 - a) Provincial review of reserve levels, collections and drawdowns annually to ensure funds are being used in a timely fashion and for the intended purpose, and, where review points to a significant concern, do not allow further collection until the situation has been corrected.
 - b) Except where allocated towards municipality-wide infrastructure projects, require municipalities to spend funds in the neighbourhoods where they were collected. However, where there's a significant community need in a priority area of the City, allow for specific ward-to-ward allocation of unspent and unallocated reserves.
- 36.** Recommend that the federal government and provincial governments update HST rebate to reflect current home prices and begin indexing the thresholds to housing prices, and that the federal government match the provincial 75% rebate and remove any clawback.

Government charges on a new single-detached home averaged roughly \$186,300, or almost 22% of the price, across six municipalities in southcentral Ontario. For a new condominium apartment, the average was almost \$123,000, or roughly 24% of a unit's price.

Make it easier to build rental

In cities and towns across Ontario, it is increasingly hard to find a vacant rental unit, let alone a vacant rental unit at an affordable price. Today, 66% of all purpose-built rental units in the City of Toronto were built between 1960 and 1979. Less than 15% of Toronto's purpose-built rentals were constructed over the ensuing 40 years in spite of the significant population growth during that time. In fact, between 2006 and 2016, growth in condo apartments increased by 186% while purpose-built rental only grew by 0.6%.^[12] In 2018, the Ontario government introduced positive changes that have created growth in purpose-built rental units – with last year seeing 18,000 units under construction and 93,000 proposed against a 5-year average prior to 2020 of 3,400 annually.^[23]

Long-term renters often now feel trapped in apartments that don't make sense for them as their needs change. And because they can't or don't want to move up the housing ladder, many of the people coming up behind them who would gladly take those apartments are instead living in crowded spaces with family members or roommates. Others feel forced to commit to rental units at prices way beyond what they can afford. Others are trying their luck in getting on the wait list for an affordable unit or housing co-op – wait lists that are years long. Others are leaving Ontario altogether.

66%

of all purpose-built rental units
in the City of Toronto were
built between **1960** and **1979**.



A pattern in every community, and particularly large cities, is that the apartments and rented rooms that we do have are disappearing. Apartment buildings are being converted to condos or upgraded to much more expensive rental units. Duplexes get purchased and turned into larger single-family homes.

A major challenge in bridging the gap of rental supply is that, more often than not, purpose-built rental projects don't make economic sense for builders and investors. Ironically, there is no shortage of Canadian investor capital seeking housing investments, particularly large pension funds – but the economics of investing in purpose-built rental in Ontario just don't make sense. So, investments get made in apartment projects in other provinces or countries, or in condo projects that have a better and safer return-on-investment. What can governments do to get that investor capital pointed in the right direction so we can create jobs and get more of the housing we need built?

Some of our earlier recommendations will help, particularly indexing the HST rebate. So will actions by government to require purpose-built rental on surplus government land that is made available for sale. [\(Appendix C\)](#)

Municipal property taxes on purpose-built rental can be as much as 2.5 times greater than property taxes for condominium or other ownership housing.^[24] The Task Force recommends:

37. Align property taxes for purpose-built rental with those of condos and low-rise homes.

Make homeownership possible for hardworking Ontarians who want it

Home ownership has always been part of the Canadian dream. You don't have to look far back to find a time when the housing landscape was very different. The norm was for young people to rent an apartment in their twenties, work hard and save for a down payment, then buy their first home in their late twenties or early thirties. It was the same for many new Canadians: arrive, rent, work hard and buy. The house might be modest, but it brought a sense of ownership, stability and security. And after that first step onto the ownership ladder, there was always the possibility of selling and moving up. Home ownership felt like a real possibility for anyone who wanted it.

That's not how it works now. Too many young people who would like their own place are living with one or both parents well into adulthood.

The escalation of housing prices over the last decade has put the dream of homeownership out of reach of a growing number of aspiring first-time home buyers. While 73% of Canadians are homeowners, that drops to 48% for Black people, 47% for LGBTQ people^[5] (StatsCan is studying rates for other populations, including Indigenous People who are severely underhoused). This is also an issue for younger adults: a 2021 study showed only 24% of Torontonians aged 30 to 39 are homeowners.^[25]

In Canada, responsibility for Indigenous housing programs has historically been a shared between the federal and provincial governments. The federal government works closely with its provincial and territorial counterparts to improve access to housing for Indigenous peoples both on and off reserve. More than 85% of Indigenous people live in urban and rural areas, are 11 times more likely to experience homelessness and have incidence of housing need that is 52% greater than all Canadians. The Murdered and Missing Indigenous Women and Girls report mentions housing 299 times – the lack of which being a significant, contributing cause to violence and the provision of which as a significant, contributing solution. The Province of Ontario has made significant investments in Urban Indigenous Housing, but we need the Federal Government to re-engage as an active partner.

While measures to address supply will have an impact on housing prices, many aspiring homeowners will continue to face a gap that is simply too great to bridge through traditional methods.

The Task Force recognizes the need for caution about measures that would spur demand for housing before the supply bottleneck is fixed. At the same time, a growing number of organizations – both non-profit and for-profit are proposing a range of unique home equity models. Some of these organizations are aiming at households who have sufficient income to pay the mortgage but lack a sufficient down payment. Others are aiming at households who fall short in both income and down payment requirements for current market housing.

The Task Force heard about a range of models to help aspiring first-time home buyers, including:

- Shared equity models with a government, non-profit or for-profit lender holding a second “shared equity mortgage” payable at time of sale of the home
- Land lease models that allow residents to own their home but lease the land, reducing costs
- Rent-to-own approaches in which a portion of an occupant’s rent is used to build equity, which can be used as a down payment on their current unit or another market unit in the future
- Models where the equity gain is shared between the homeowner and the non-profit provider, such that the non-profit will always be able to buy the home back and sell it to another qualified buyer, thus retaining the home’s affordability from one homeowner to the next.

Proponents of these models identified barriers that thwart progress in implementing new solutions.

- The Planning Act limits land leases to a maximum of 21 years. This provision prevents home buyers from accessing the same type of mortgages from a bank or credit union that are available to them when they buy through traditional homeownership.
- The Perpetuities Act has a similar 21-year limit on any options placed on land. This limits innovative non-profit models from using equity formulas for re-sale and repurchase of homes.
- Land Transfer Tax (LTT) is charged each time a home is sold and is collected by the province; and in Toronto, this tax is also collected by the City. This creates a double-tax in rent-to-own/equity building models where LTT ends up being paid first by the home equity organization and then by the occupant when they are able to buy the unit.
- HST is charged based on the market value of the home. In shared equity models where the homeowner neither owns nor gains from the shared equity portion of their home, HST on the shared equity portion of the home simply reduces affordability.
- Residential mortgages are highly regulated by the federal government and reflective of traditional homeownership. Modifications in regulations may be required to adapt to new co-ownership and other models.

The Task Force encourages the Ontario government to devote further attention to avenues to support new homeownership options. As a starting point, the Task Force offers the following recommendations:

- 38.** Amend the Planning Act and Perpetuities Act to extend the maximum period for land leases and restrictive covenants on land to 40 or more years.
- 39.** Eliminate or reduce tax disincentives to housing growth.
- 40.** Call on the Federal Government to implement an Urban, Rural and Northern Indigenous Housing Strategy.
- 41.** Funding for pilot projects that create innovative pathways to homeownership, for Black, Indigenous, and marginalized people and first-generation homeowners.
- 42.** Provide provincial and federal loan guarantees for purpose-built rental, affordable rental and affordable ownership projects.

Support and incentivize scaling up housing supply

Our goal of building 1.5 million homes in ten years means doubling how many homes Ontario creates each year. As much as the Task Force’s recommendations will remove barriers to realizing this ambitious goal, we also need to ensure we have the capacity across Ontario’s communities to deliver this new housing supply. This includes capacity of our housing infrastructure, capacity within our municipal planning teams, and boots on the ground with the skills to build new homes.

There is much to be done and the price of failure for the people of Ontario is high. This is why the provincial government must make an unwavering commitment to keeping the spotlight on housing supply. This is also why the province must be dogged in its determination to galvanize and align efforts and incentives across all levels of government so that working together, we all can get the job done.

Our final set of recommendations turns to these issues of capacity to deliver, and the role the provincial government can play in putting the incentives and alignment in place to achieve the 1.5 million home goal.

Invest in municipal infrastructure

Housing can’t get built without water, sewage, and other infrastructure

When the Task Force met with municipal leaders, they emphasized how much future housing supply relies on having the water, storm water and wastewater systems, roads, sidewalks, fire stations, and all the other parts of community infrastructure to support new homes and new residents.

Infrastructure is essential where housing is being built for the first time. And, it can be a factor in intensification when added density exceeds the capacity of existing infrastructure, one of the reasons we urge new infrastructure in new developments to be designed for future capacity. In Ontario, there are multiple municipalities where the number one barrier to approving new housing projects is a lack of infrastructure to support them.

Municipalities face a myriad of challenges in getting this infrastructure in place. Often, infrastructure investments are required long before new projects are approved and funding must be secured. Notwithstanding the burden development charges place on the price of new housing, most municipalities report that development charges are still not enough to fully cover the costs of building new infrastructure and retrofitting existing infrastructure in neighbourhoods that are intensifying. Often infrastructure crosses municipal boundaries creating complicated and time-consuming “who pays?” questions. Municipal leaders also shared their frustrations with situations where new housing projects are approved and water, sewage and other infrastructure capacity is allocated to the project – only to have the developer land bank the project and put off building. Environmental considerations with new infrastructure add further cost and complexity. The Task Force recommends:

- 43.** Enable municipalities, subject to adverse external economic events, to withdraw infrastructure allocations from any permitted projects where construction has not been initiated within three years of build permits being issued.

44. Work with municipalities to develop and implement a municipal services corporation utility model for water and wastewater under which the municipal corporation would borrow and amortize costs among customers instead of using development charges.

Create the Labour Force to meet the housing supply need

The labour force is shrinking in many segments of the market

You can't start to build housing without infrastructure. You can't build it without people – skilled trades people in every community who can build the homes we need.

The concern that we are already facing a shortage in skilled trades came through loud and clear in our consultations. We heard from many sources that our education system funnels young people to university rather than colleges or apprenticeships and creates the perception that careers in the skilled trades are of less value. Unions and builders are working to fill the pipeline domestically and recruit internationally, but mass retirements are making it challenging to maintain the workforce at its current level, let alone increase it.

Increased economic immigration could ease this bottleneck, but it appears difficult for a skilled labourer with no Canadian work experience to qualify under Ontario's rules. Moreover, Canada's immigration policies also favour university education over skills our economy and society desperately need. We ought to be welcoming immigrants with the skills needed to build roads and houses that will accommodate our growing population.

The shortage may be less acute, however, among smaller developers and contractors that could renovate and build new "missing middle" homes arising from the changes in neighbourhood zoning described earlier. These smaller companies tap into a different workforce from the one needed to build high rises and new subdivisions. Nonetheless, 1.5 million more homes will require a major investment in attracting and developing the skilled trades workforce to deliver this critically needed housing supply. We recommend:

45. Improve funding for colleges, trade schools, and apprenticeships; encourage and incentivize municipalities, unions and employers to provide more on-the-job training.
46. Undertake multi-stakeholder education program to promote skilled trades.
47. Recommend that the federal and provincial government prioritize skilled trades and adjust the immigration points system to strongly favour needed trades and expedite immigration status for these workers, and encourage the federal government to increase from 9,000 to 20,000 the number of immigrants admitted through Ontario's program.

Create a large Ontario Housing Delivery Fund to align efforts and incent new housing supply

Build alignment between governments to enable builders to deliver more homes than ever before

All levels of government play a role in housing.

The federal government sets immigration policy, which has a major impact on population growth and many tax policies. The province sets the framework for planning, approvals, and growth that municipalities rely upon, and is responsible for many other areas that touch on housing supply, like investing in highways and transit, training workers, the building code and protecting the environment. Municipalities are on the front lines, expected to translate the impacts of federal immigration policy, provincial guidance and other factors, some very localized, into official plans and the overall process through which homes are approved to be built.

The efficiency with which home builders can build, whether for-profit or non-profit, is influenced by policies and decisions at every level of government. In turn, how many home developers can deliver, and at what cost, translates directly into the availability of homes that Ontarians can afford.

Collectively, governments have not been sufficiently aligned in their efforts to provide the frameworks and incentives that meet the broad spectrum of housing needs in Ontario. Much action, though, has been taken in recent years.

- The Ontario government has taken several steps to make it easier to build additional suites in your own home: reduced disincentives to building rental housing, improved the appeal process, focused on density around transit stations, made upfront development charges more predictable, and provided options for municipalities to create community benefits through development.
- The federal government has launched the National Housing Strategy and committed over \$70 billion in funding.^[26] Most recently, it has announced a \$4 billion Housing Accelerator Fund aimed at helping municipalities remove barriers to building housing more quickly.^[27]
- Municipalities have been looking at ways to change outdated processes, rules, and ways of thinking that create delays and increases costs of delivering homes. Several municipalities have taken initial steps towards eliminating exclusionary zoning and addressing other barriers described in this report.

All governments agree that we are facing a housing crisis. Now we must turn the sense of urgency into action and alignment across governments.

Mirror policy changes with financial incentives aligned across governments

The policy recommendations in this report will go a long way to align efforts and position builders to deliver more homes.

Having the capacity in our communities to build these homes will take more than policy. It will take money. Rewarding municipalities that meet housing growth and approval timelines will help them to invest in system upgrades, hire additional staff, and invest in their communities. Similarly, municipalities that resist new housing, succumb to NIMBY pressure, and close off their neighbourhoods should see funding reductions. Fixing the housing crisis is a societal responsibility, and our limited tax dollars should be directed to those municipalities making the difficult but necessary choices to grow housing supply.

In late January 2022, the provincial government announced \$45 million for a new *Streamline Development Approval Fund* to “unlock housing supply by cutting red tape and improving processes for residential and industrial developments”.^[28] This is encouraging. More is needed.

Ontario should also receive its fair share of federal funding but today faces a shortfall of almost \$500 million,^[29] despite two thirds of the Canadian housing shortage being in Ontario. We call on the federal government to address this funding gap.

48. The Ontario government should establish a large “Ontario Housing Delivery Fund” and encourage the federal government to match funding. This fund should reward:

- a) Annual housing growth that meets or exceeds provincial targets
- b) Reductions in total approval times for new housing
- c) The speedy removal of exclusionary zoning practices

49. Reductions in funding to municipalities that fail to meet provincial housing growth and approval timeline targets.

We believe that the province should consider partial grants to subsidize municipalities that waive development charges for affordable housing and for purpose-built rental.

Sustain focus, measure, monitor, improve

Digitize and modernize the approvals and planning process

Some large municipalities have moved to electronic tracking of development applications and/or electronic building permits (“e-permits”) and report promising results, but there is no consistency and many smaller places don’t have the capacity to make the change.

Municipalities, the provincial government and agencies use different systems to collect data and information relevant to housing approvals, which slows down processes and leaves much of the “big picture” blank. This could be addressed by ensuring uniform data architecture standards.

Improve the quality of our housing data to inform decision making

Having accurate data is key to understanding any challenge and making the best decisions in response. The Task Force heard from multiple housing experts that we are not always using the best data, and we do not always have the data we need.

Having good population forecasts is essential in each municipality as they develop plans to meet future land and housing needs. Yet, we heard many concerns about inconsistent approaches to population forecasts. In the Greater Golden Horseshoe, the forecast provided to municipalities by the province is updated only when the Growth Plan is updated, generally every seven years; but federal immigration policy, which is a key driver of growth, changes much more frequently. The provincial Ministry of Finance produces a population forecast on a more regular basis than the Growth Plan, but these are not used consistently across municipalities or even by other provincial ministries.

Population forecasts get translated into housing need in different ways across the province, and there is a lack of data about how (or whether) the need will be met. Others pointed to the inconsistent availability of land inventories. Another challenge is the lack of information on how much land is permitted and how much housing is actually getting built once permitted, and how fast. The Task Force also heard that, although the Provincial Policy Statement requires municipalities to maintain a three-year supply of short-term (build-ready) land and report it each year to the province, many municipalities are not meeting that requirement.

At a provincial and municipal level, we need better data on the housing we have today, housing needed to close the gap, consistent projections of what we need in the future, and data on how we are doing at keeping up. Improved data will help anticipate local and provincial supply bottlenecks and constraints, making it easier to determine the appropriate level and degree of response.

It will also be important to have better data to assess how much new housing stock is becoming available to groups that have been disproportionately excluded from home ownership and rental housing.

Put eyes on the crisis and change the conversation around housing

Ours is not the first attempt to “fix the housing system”. There have been efforts for years to tackle increasing housing prices and find solutions so everyone in Ontario can find and afford the housing they need. This time must be different.

The recommendations in this report must receive sustained attention, results must be monitored, significant financial investment by all levels of government must be made. And, the people of Ontario must embrace a housing landscape in which the housing needs of tomorrow’s citizens and those who have been left behind are given equal weight to the housing advantages of those who are already well established in homes that they own.

- 50.** Fund the adoption of consistent municipal e-permitting systems and encourage the federal government to match funding. Fund the development of common data architecture standards across municipalities and provincial agencies and require municipalities to provide their zoning bylaws with open data standards. Set an implementation goal of 2025 and make funding conditional on established targets.
- 51.** Require municipalities and the provincial government to use the Ministry of Finance population projections as the basis for housing need analysis and related land use requirements.
- 52.** Resume reporting on housing data and require consistent municipal reporting, enforcing compliance as a requirement for accessing programs under the Ontario Housing Delivery Fund.
- 53.** Report each year at the municipal and provincial level on any gap between demand and supply by housing type and location, and make underlying data freely available to the public.
- 54.** Empower the Deputy Minister of Municipal Affairs and Housing to lead an all-of-government committee, including key provincial ministries and agencies, that meets weekly to ensure our remaining recommendations and any other productive ideas are implemented.
- 55.** Commit to evaluate these recommendations for the next three years with public reporting on progress.

Conclusion

We have set a bold goal for Ontario: building 1.5 million homes in the next 10 years.

We believe this can be done. What struck us was that everyone we talked to – builders, housing advocates, elected officials, planners – understands the need to act now. As one long-time industry participant said, “for the first time in memory, everyone is aligned, and we need to take advantage of that.”

Such unity of purpose is rare, but powerful.

To leverage that power, we offer solutions that are bold but workable, backed by evidence, and that position Ontario for the future.

Our recommendations focus on ramping up the supply of housing. Measures are already in place to try to cool demand, but they will not fill Ontario’s housing need. More supply is key. Building more homes will reduce the competition for our scarce supply of homes and will give Ontarians more housing choices. It will improve housing affordability across the board.

Everyone wants more Ontarians to have housing. So let’s get to work to build more housing in Ontario.

APPENDIX A:

Biographies of Task Force Members

Lalit Aggarwal is President of Manor Park Holdings, a real estate development and operating company active in Eastern Ontario. Previously, Lalit was an investor for institutional fund management firms, such as H.I.G. European Capital Partners, Soros Fund Management, and Goldman Sachs. He is a past fellow of the C.D. Howe Institute and a former Director of both Bridgepoint Health and the Centre for the Commercialization of Regenerative Medicine. Lalit holds degrees from the University of Oxford and the University of Pennsylvania. He is also a current Director of the Hospital for Sick Children Foundation, the Sterling Hall School and the Chair of the Alcohol & Gaming Commission of Ontario.

David Amborski is a professional Urban Planner, Professor at Ryerson University's School of Urban and Regional Planning and the founding Director of the Centre for Urban Research and Land Development (CUR). His research and consulting work explore topics where urban planning interfaces with economics, including land and housing markets. He is an academic advisor to the National Executive Forum on Public Property, and he is a member of Lambda Alpha (Honorary Land Economics Society). He has undertaken consulting for the Federal, Provincial and a range of municipal governments. Internationally, he has undertaken work for the Canadian International Development Agency (CIDA), the World Bank, the Inter-American Development Bank, the Lincoln Institute of Land Policy, and several other organizations in Eastern Europe, Latin America, South Africa, and Asia. He also serves on the editorial boards of several international academic journals.

Andrew Garrett is a real estate executive responsible for growing IMCO's \$11+ Billion Global Real Estate portfolio to secure public pensions and insurance for Ontario families. IMCO is the only Ontario fund manager purpose built to onboard public clients such as pensions, insurance, municipal reserve funds, and endowments. Andrew has significant non-profit sector experience founding a B Corp certified social enterprise called WeBuild to help incubate social purpose real estate projects. He currently volunteers on non-profit boards supporting social purpose real estate projects, youth programs and the visual arts at Art Gallery

of Ontario. Andrew sits on board advisory committees for private equity firms and holds a Global Executive MBA from Kellogg School Management and a Real Estate Development Certification from MIT Centre for Real Estate.

Tim Hudak is the CEO of the Ontario Real Estate Association (OREA). With a passion and voice for championing the dream of home ownership, Tim came to OREA following a distinguished 21-year career in politics, including five years as Leader of the Progressive Conservative Party of Ontario.

In his role, Tim has focused on transforming OREA into Ontario's most cutting-edge professional association at the forefront of advocacy on behalf of REALTORS® and consumers, and providing world-class conferences, standard forms, leadership training and professional guidance to its Members. As part of his work at OREA, Tim was named one of the most powerful people in North American residential real estate by Swanepoel Power 200 for the last five years. Tim is married to Deb Hutton, and together they have two daughters, Miller and Maitland. In his spare time, Tim enjoys trails less taken on his mountain bike or hiking shoes as well as grilling outdoors.

Jake Lawrence was appointed Chief Executive Officer and Group Head, Global Banking and Markets in January 2021. In this role, Jake is responsible for the Bank's Global Banking and Markets business line and strategy across its global footprint. Jake joined Scotiabank in 2002 and has held progressively senior roles in Finance, Group Treasury and Global Banking and Markets. From December 2018 to January 2021, Jake was Co-Group Head of Global Banking and Markets with specific responsibility for its Capital Markets businesses, focused on building alignment across product groups and priority markets to best serve our clients throughout our global footprint. Previously, Jake was Executive Vice President and Head of Global Banking and Markets in the U.S., providing overall strategic direction and execution of Scotiabank's U.S. businesses. Prior to moving into GBM, Jake served as Senior Vice President and Deputy Treasurer, responsible for Scotiabank's wholesale funding activities and liquidity management as well as Senior Vice President, Investor Relations.

Julie Di Lorenzo (GPLLM, University of Toronto 2020), is self-employed since 1982, operates one of the largest female-run Real Estate Development Companies in North America. She was instrumental in the Daniel Burnham award-winning Ontario Growth Management Plan (2004) as President of BILD. Julie served as the first female-owner President of GTHBA (BILD) and on the boards of the Ontario Science Centre, Harbourfront Toronto, Tarion (ONHWP), St. Michael's Hospital, NEXT36, Waterfront Toronto, Chair of IREC Committee WT, Havergal College (Co-Chair of Facilities), York School (interim Vice-Chair), and Canadian Civil Liberties Association Board. Julie has served various governments in advisory capacity on Women's issues, Economic Development, Innovation and Entrepreneurship. Awards include Lifetime Achievement BILD 2017, ICCO Business Excellence 2005 & ICCO Businesswoman of the Year 2021.

Justin Marchand (CIHCM, CPA, CMA, BComm) is Métis and was appointed Chief Executive Officer of Ontario Aboriginal Housing Services (OAHS) in 2018. Justin has over 20 years of progressive experience in a broad range of sectors, including two publicly listed corporations, a large accounting and consulting firm, and a major crown corporation, and holds numerous designations across financial, operations, and housing disciplines. He was most recently selected as Chair of the Canadian Housing and Renewal Association's (CHRA's) Indigenous Caucus Working Group and is also board member for CHRA. Justin is also an active board member for both the Coalition of Hamilton Indigenous Leadership (CHIL) as well as Shingwauk Kinoomaage Gamig, located in Bawaating. Justin believes that Housing is a fundamental human right and that when Indigenous people have access to safe, affordable, and culture-based Housing this provides the opportunity to improve other areas of their lives.

Ene Underwood is CEO of Habitat for Humanity Greater Toronto Area), a non-profit housing developer that helps working, lower income families build strength, stability and self-reliance through affordable homeownership. Homes are delivered through a combination of volunteer builds, contractor builds, and partnerships with non-profit and for-profit developers. Ene's career began in the private sector as a strategy consultant with McKinsey & Company before transitioning to not-for-profit sector leadership. Ene holds a Bachelor of Arts (Honours) from the University of Waterloo and a Master of Business Administration from Ivey Business School.

Dave Wilkes is the President and CEO of the Building Industry and Land Development Association of the GTA (BILD). The Association has 1,300 members and proudly represents builders, developers, professional renovators and those who support the industry.

Dave is committed to supporting volunteer boards and organizations. He has previously served on the George Brown College Board of Directors, Ontario Curling Association, and is currently engaged with Black North Initiative (Housing Committee) and R-Labs I+T Council.

Dave received his Bachelor of Arts (Applied Geography) from Ryerson.

APPENDIX B:

Affordable Housing

Ontario's affordable housing shortfall was raised in almost every conversation. With rapidly rising prices, more lower-priced market rental units are being converted into housing far out of reach of lower-income households. In parallel, higher costs to deliver housing and limited government funding have resulted in a net decrease in the number of affordable housing units run by non-profits. The result is untenable: more people need affordable housing after being displaced from the market at the very time that affordable supply is shrinking.

Throughout our consultations, we were reminded of the housing inequities experienced by Black, Indigenous and marginalized people. We also received submissions describing the unique challenges faced by off-reserve Indigenous Peoples both in the province's urban centres and in the north.

While many of the changes that will help deliver market housing will also help make it easier to deliver affordable housing, affordable housing is a societal responsibility. We cannot rely exclusively on for-profit developers nor on increases in the supply of market housing to fully solve the problem.

The non-profit housing sector faces all the same barriers, fees, risks and complexities outlined in this report as for-profit builders. Several participants from the non-profit sector referred to current or future partnerships with for-profit developers that tap into the development and construction expertise and efficiencies of the private sector. Successful examples of leveraging such partnerships were cited with Indigenous housing, supportive housing, and affordable homeownership.

We were also reminded by program participants that, while partnerships with for-profit developers can be very impactful, non-profit providers have unique competencies in the actual delivery of affordable housing. This includes confirming eligibility of affordable housing applicants, supporting independence of occupants of affordable housing, and ensuring affordable housing units remain affordable from one occupant to the next.

One avenue for delivering more affordable housing that has received much recent attention is inclusionary zoning. In simple terms, inclusionary zoning (IZ) requires developers to deliver a share of affordable units in new

housing developments in prescribed areas. The previous Ontario government passed legislation in April 2018 providing a framework within which municipalities could enact Inclusionary Zoning bylaws.

Ontario's first inclusionary zoning policy was introduced in fall 2021 by the City of Toronto and applies to major transit station areas. Internationally, inclusionary zoning has been used successfully to incentivize developers to create new affordable housing by providing density bonuses (more units than they would normally be allowed, if some are affordable) or reductions in government fees. Unfortunately, the City's approach did not include any incentives or bonuses. Instead, Toronto requires market-rate fees and charges for below-market affordable units. This absence of incentives together with lack of clarity on the overall density that will be approved for projects has led developers and some housing advocates to claim that these projects may be uneconomic and thus will not get financed or built. Municipalities shared with us their concerns regarding the restriction in the provincial IZ legislation that prohibits "cash in lieu" payments. Municipalities advised that having the option of accepting the equivalent value of IZ units in cash from the developer would enable even greater impact in some circumstances (for example, a luxury building in an expensive neighbourhood, where the cost of living is too high for a low-income resident).

Funding for affordable housing is the responsibility of all levels of government. The federal government has committed to large funding transfers to the provinces to support affordable housing. The Task Force heard, however, that Ontario's share of this funding does not reflect our proportionate affordable housing needs. This, in turn, creates further financial pressure on both the province and municipalities, which further exacerbates the affordable housing shortages in Ontario's communities.

Finally, many participants in Task Force consultations pointed to surplus government lands as an avenue for building more affordable housing and this is discussed in [Appendix C](#).

We have made recommendations throughout the report intended to have a positive impact on new affordable housing supply. We offer these additional recommendations specific to affordable housing:

- Call upon the federal government to provide equitable affordable housing funding to Ontario.
 - Develop and legislate a clear, province-wide definition of “affordable housing” to create certainty and predictability.
 - Create an Affordable Housing Trust from a portion of Land Transfer Tax Revenue (i.e., the windfall resulting from property price appreciation) to be used in partnership with developers, non-profits, and municipalities in the creation of more affordable housing units. This Trust should create incentives for projects serving and brought forward by Black- and Indigenous-led developers and marginalized groups.
- Amend legislation to:
 - Allow cash-in-lieu payments for Inclusive Zoning units at the discretion of the municipality.
 - Require that municipalities utilize density bonusing or other incentives in all Inclusionary Zoning and Affordable Housing policies that apply to market housing.
 - Permit municipalities that have not passed Inclusionary Zoning policies to offer incentives and bonuses for affordable housing units.
 - Encourage government to closely monitor the effectiveness of Inclusionary Zoning policy in creating new affordable housing and to explore alternative funding methods that are predictable, consistent and transparent as a more viable alternative option to Inclusionary Zoning policies in the provision of affordable housing.
 - Rebate MPAC market rate property tax assessment on below-market affordable homes.

APPENDIX C:

Government Surplus Land

Surplus government lands fell outside the mandate of the Task Force. However, this question came up repeatedly as a solution to housing supply. While we take no view on the disposition of specific parcels of land, several stakeholders raised issues that we believe merit consideration:

- Review surplus lands and accelerate the sale and development through RFP of surplus government land and surrounding land by provincially pre-zoning for density, affordable housing, and mixed or residential use.
- All future government land sales, whether commercial or residential, should have an affordable housing component of at least 20%.
- Purposefully upzone underdeveloped or underutilized Crown property (e.g., LCBO).
- Sell Crown land and reoccupy as a tenant in a higher density building or relocate services outside of major population centres where land is considerably less expensive.
- The policy priority of adding to the housing supply, including affordable units, should be reflected in the way surplus land is offered for sale, allowing bidders to structure their proposals accordingly.

APPENDIX D:

Surety Bonds

Moving to surety bonds would free up billions of dollars for building

When a development proposal goes ahead, the developer typically needs to make site improvements, such as installing common services. The development agreement details how the developer must perform to the municipality's satisfaction.

Up until the 1980s, it was common practice for Ontario municipalities to accept bonds as financial security for subdivision agreements and site plans. Today, however, they almost exclusively require letters of credit from a chartered bank. The problem with letters of credit is that developers are often required to collateralize the letter of credit dollar-for-dollar against the value of the municipal works they are performing.

Often this means developers can only afford to finance one or two housing projects at a time, constraining housing supply. The Ontario Home Builders' Association estimates that across Ontario, billions of dollars are tied up in collateral or borrowing capacity that could be used to advance more projects.

Modern "pay on demand surety bonds" are proven to provide the same benefits and security as a letter of credit, while not tying up private capital the way letters of credit do. Moving to this option would give municipalities across Ontario access to all the features of a letter of credit with the added benefit of professional underwriting, carried out by licensed bonding companies, ensuring that the developer is qualified to fulfill its obligations under the municipal agreement.

Most important from a municipal perspective, the financial obligation is secured. If a problem arises, the secure bond is fully payable by the bond company on demand. Surety companies, similar to banks, are regulated by Ontario's Office of the Superintendent of Financial Institutions to ensure they have sufficient funds in place to pay out bond claims.

More widespread use of this instrument could unlock billions of dollars of private sector financial liquidity that could be used to build new infrastructure and housing projects, provide for more units in each development and accelerate the delivery of housing of all types.

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January 28, 2022

Association of Municipalities of Ontario (AMO)

Sent via email: policy@amo.on.ca

To whom it may concern:

Please be advised that the Council of the Corporation of the City of Brantford adopted the following resolution at its City Council meeting held on January 25, 2022:

12.5.2 Addressing the Revolving Door of Justice – Accountability for Sureties and Swift Justice – Resolution

WHEREAS the City of Brantford has experienced a substantial increase in criminal activity leaving residents fearful for their personal safety and losing confidence in the criminal justice system; and

WHEREAS the City of Brantford strives to create vibrant, safe, livable neighbourhoods in its community; and

WHEREAS concerns continue to be raised by businesses, the post-secondary institutions in the downtown area and their student bodies, neighbourhood associations, citizens and others; and

WHEREAS bringing matters related to criminal charges more expeditiously through the court system will create a greater deterrence to such behaviour, and therefore improve the safety and security of citizens in this community; and

WHEREAS each year a significant sum of surety money is forfeited further to breaches of the conditions of judicial interim release orders ("bail"); however, the necessary steps are not taken to collect this forfeited money, thus leaving a substantial financial resource unavailable;

NOW THEREFORE BE IT RESOLVED:

- A. THAT Kevin Davis, Mayor of the City of Brantford, on behalf of the Council of The Corporation of the City of Brantford, correspond with the Honourable Prabmeet Sarkaria, President of the Treasury Board and the Honourable Doug Downie, Attorney General of Ontario, insisting that steps be taken immediately by the government to:

- i. provide additional judicial resources dedicated to Brantford to allow for matters to move as expeditiously through the court system as possible; and
 - ii. provide such additional space and/or technological resources for the local court to ensure there is adequate space and technological resources to most efficiently address the significant local caseload and consequently decrease the time a matter takes to be fully resolved; and
 - iii. dedicate the required resources to collect the forfeited surety monies and reinvest that money back into the provincial judicial system; and
- B. THAT the City Clerk BE DIRECTED to forward a copy of this resolution to the Association of Municipalities of Ontario (AMO), the Federation of Canadian Municipalities (FCM), Ontario Big City Mayors (OBCM) and the list of other Ontario Municipalities with a request that those municipalities pass similar resolutions; and
- C. THAT the City Solicitor BE DIRECTED to send the letter referenced in Clause A to Brant County, the Six Nations of the Grand River and the Mississaugas of the Credit First Nation to determine if they are willing to be signatories to the letter.

I trust this information is of assistance.

Yours truly,



Tanya Daniels
City Clerk
tdaniels@brantford.ca

cc All Ontario municipalities
Ontario Big City Mayors (OBCM)
Federation of Canadian Municipalities (FCM)



January 28, 2022

Larry Brock, MP Brant
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Sent via email: will.bouma@pc.ola.org

To whom it may concern:

Please be advised that the Council of the Corporation of the City of Brantford adopted the following resolution at its City Council meeting held on January 25, 2022:

12.5.1 Closing the Revolving Door of Justice – Resolution

WHEREAS the City of Brantford has experienced a substantial increase in criminal activity leaving residents fearful for their personal safety and losing confidence in the criminal justice system; and

WHEREAS the increase in criminal activity is due in part to the failure of the justice system to hold in pre-trial custody many of the likely-to-reoffend individuals, including those who are in serious breach of prior bail conditions, a situation commonly referred to as the “revolving door of justice”; and

WHEREAS those involved in the justice system, from Justices of the Peace to those who have been arrested, acknowledge the “catch and release” bail system contributes to the increase in crime. One individual in particular, who plead guilty to several break and enter charges, together with breaches of probation and release order charges, advised the court during sentencing that he had been arrested 8 times in the previous year and felt that the system bore responsibility for failing to keep him in custody; and that being released repeatedly without the appropriate supports made it all but impossible for him to discontinue the criminal activity he engaged in; and

WHEREAS concerns continue to be raised by businesses, post-secondary institutions in the downtown area and their student bodies, neighbourhood associations, and citizens regarding the increased criminal activity; and

WHEREAS there is a pressing need for common sense bail reform that gives priority to the dignity and safety of victims over the wellbeing of criminals;

NOW THEREFORE BE IT RESOLVED:

- A. THAT Kevin Davis, Mayor of the City of Brantford, on behalf of the Council of The Corporation of the City of Brantford, correspond with the Honourable David Lametti, Minister of Justice and Attorney General of Canada, insisting that steps be taken immediately by his government to strengthen the bail system, including:
 - i. imposing more demanding and stringent surety and supervision requirements; and
 - ii. imposing more substantive and effective consequences for continued breaches of a judicial interim release order (as known as “bail”) resulting in pre-trial incarceration, which changes are required to safeguard law abiding citizens and to restore the citizens faith in the criminal justice system; and
- B. THAT the City Clerk BE DIRECTED to forward a copy of this resolution to Brant/Brantford MP Larry Brock and MPP Will Bouma; and
- C. THAT the City Clerk BE DIRECTED to forward a copy of this resolution to the Brantford Police Services Board, Association of Municipalities of Ontario (AMO), the Federation of Canadian Municipalities (FCM) and the Ontario Big City Mayors (OBCM); and
- D. THAT the City Clerk BE DIRECTED to forward a copy of this resolution to the heads of all Ontario Municipalities with a request that those municipalities consider adopting a similar resolution; and
- E. THAT the City Solicitor BE DIRECTED to send the letter to be sent to the Honourable David Lametti to Brant County, the Six Nations of the Grand River and the Mississaugas of the Credit First Nation to determine if they are willing to be signatories to the letter.

I trust this information is of assistance.

Yours truly,

A handwritten signature in black ink, appearing to read 'Tanya Daniels', with a large, stylized loop at the end.

Tanya Daniels
City Clerk
tdaniels@brantford.ca

cc Brantford Police Services Board
Association of Municipalities of Ontario (AMO)
Federation of Canadian Municipalities (FCM)
Ontario Big City Mayors (OBCM)
Heads of all Ontario Municipalities



**THE CORPORATION OF THE UNITED TOWNSHIPS OF
HEAD, CLARA & MARIA**
15 Township Hall Road
STONECLIFFE, ONTARIO, K0J 2K0

Phone: (613) 586-2526 | Fax: (613) 586-2596 |
E-mail: crystal@headclaramaria.ca

January 24, 2022

RECEIVED JAN 31 2022

Township of Southgate
Administration Office
185667 Grey County Road 9, RR1
Dundalk, ON N0C 1B0

Re: Annual Emergency Exercise Requirement

Dear Ms. Green,

At its regular meeting of January 18, 2022, Council of the United Townships of Head, Clara and Maria received correspondence from the Township of Southgate concerning the annual emergency exercise requirement.

This Council supports the Township of Southgate in requesting that the Province of Ontario 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 in that same year, in recognition of the significant resources used to respond to that emergency.

This Council also understands the significant time, costs and burden to municipal staff when faced with responding to an actual emergency, and that responding to an actual emergency is more effective than an exercise in terms of evaluating its emergency response plan and procedures as mandated by the regulation.

Sincerely and on behalf of Council,

Crystal Fischer
Municipal Clerk

cc: Premier of Ontario Honourable Doug Ford

February 9, 2022

Re: Item for Discussion – Joint and Several Liability Reform (Mayor, G. Smith)

At its meeting of February 2, 2022, the Council of the Corporation of the Town of Bracebridge ratified motions 22-PD-005, regarding the Item for Discussion – Joint and Several Liability Reform, as follows:

“WHEREAS municipal governments provide essential services to the residents and businesses in their communities;

AND WHEREAS the ability to provide those services is negatively impacted by exponentially rising insurance costs;

AND WHEREAS one driver of rising insurance costs is the legal principle of “joint and several liability”, which assigns disproportionate liability to municipalities for an incident relative to their responsibility for it;

AND WHEREAS the Government of Ontario has the authority and responsibility for the legal framework of “joint and several liability”;

AND WHEREAS the Premier of Ontario committed to review the issue in 2018 with a view to helping municipal governments manage their risks and costs;

AND WHEREAS the Provincial Review was conducted in 2019 with AMO and municipalities fully participating;

AND WHEREAS the results of the Provincial Review have not been released and municipalities are still awaiting news of how the Attorney General will address this important matter;

AND WHEREAS the Association of Municipalities of Ontario (AMO) on behalf of municipal governments has provided recommendations in their document “Towards a Reasonable Balance – Addressing Growing Municipal Liability and Insurance Costs” to align municipal liability with the proportionate responsibility for incidents and capping awards;

AND WHEREAS The Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO) has written to the Attorney General in support of the abovementioned recommendations provided by AMO;

1000 Taylor Court
Bracebridge, ON
P1L 1R6 Canada

NOW THEREFORE BE IT RESOLVED THAT THE CORPORATION OF THE TOWN OF BRACEBRIDGE RESOLVES AS FOLLOWS:

1. That the Town of Bracebridge calls on the Attorney General of Ontario to work with municipal governments to put forward a plan of action to address "joint and several liability" before the end of the government's current term.
2. That the Town of Bracebridge supports the seven (7) recommendations contained in the AMO submission "Towards a Reasonable Balance – Addressing Growing Municipal Liability and Insurance Costs" to re-establish the priority for provincial action on this issue.
3. That a copy of this resolution be forwarded to Attorney General, the Honourable Doug Downey; the Minister of Municipal Affairs and Housing, the Honourable Steve Clark; AMO President, Jamie McGarvey, AMCTO President, Sandra MacDonald; and all Municipalities in Ontario."

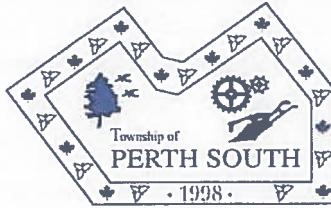
In accordance with Council's direction I am forwarding you a copy of the resolution for you reference.

Please do not hesitate to contact me if I can provide any additional clarification in this regard.

Yours truly,

A handwritten signature in black ink, appearing to read 'L. McDonald', written in a cursive style.

Lori McDonald
Director of Corporate Services/Clerk



Corporation of the Township of Perth South

3191 Road 122
St. Pauls, ON N0K 1V0
Telephone 519-271-0619
Fax 519-271-0647
lscott@perthsouth.ca

February 9, 2022

The Right Honourable Justin Trudeau
Prime Minister of Canada
House of Commons
80 Wellington Street
Ottawa, ON K1A 0A2

The Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

Re: "Catch and Release" Justice

At the regular meeting of the Township of Perth South Council held on February 1, 2022 the following resolution was passed:

That Council accepts the Community Policing Advisory Committee recommendation that they support the City of Sarnia resolution regarding Catch and Release Justice with the inclusion of the recommendations provided by the Stratford Police Services in their report dated January 19, 2022.

I have attached the letter received from the City of Sarnia as well as the report from the Stratford Police Services for your information.

Your consideration of this matter is respectfully requested.

Regards,


Lizet Scott
Clerk

Cc: Randy Pettapiece, MPP Perth-Wellington
John Nater, MP Perth-Wellington
All Ontario Municipalities



**THE CORPORATION OF THE CITY OF SARNIA
City Clerk's Department**

255 Christina Street N. PO Box 3018
Sarnia ON Canada N7T 7N2
519-332-0330 (phone) 519-332-3995 (fax)
519-332-2664 (TTY)
www.sarnia.ca clerks@sarnia.ca

December 16, 2021

The Right Honourable Justin Trudeau
Prime Minister of Canada
House of Commons
80 Wellington Street
Ottawa, ON K1A 0A2

The Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

RE: "Catch and Release" Justice

At its meeting held on December 13, 2021, Sarnia City Council adopted the following resolution with respect to "Catch and Release Justice":

That the City of Sarnia send a letter to the Federal and Provincial Governments requesting meaningful improvements to the current state of "catch and release" justice in the Ontario legal system. Police Services across Ontario are exhausting precious time and resources having to manage the repeated arrests of the same offenders, which in turn, is impacting their morale, and ultimately law abiding citizens who are paying the often significant financial and emotional toll of this broken system. This resolution should also be sent to other Municipalities throughout Ontario for their endorsement consideration; and

That the request also be referred to the Sarnia Police Services Board and be presented via AMO delegations for endorsement consideration.

Your consideration of this matter is respectfully requested.

Yours sincerely,

Amy Burkhart
City Clerk

Cc: Bob Bailey, MPP
Marylyn Gladu, MP
All Ontario Municipalities



CHIEF OF POLICE REPORT

DATE: 19 January 2022

TO: Stratford Police Services Board

FROM: Deputy Chief Gerry Foster

RE: "Catch and Release Justice"

BACKGROUND

Council for the City of Sarnia has passed a resolution on December 13, 2021, requesting the Federal and Provincial governments consider making meaningful improvements to the release of offenders. The so-called "Catch and Release Justice" refers to the release of offenders by the courts whereby the offender is re-arrested by police for breaches of the release conditions.

The resolution indicates this approach has a negative impact on police workload, officer morale, and potentially law-abiding citizens.

Locally, council has asked that the matter be discussed at the Police Service Board level and that *"a review of 'catch and release justice' in the City of Stratford be referred to the Stratford Police Services Board to outline current challenges."*

Further, council is requesting a resolution with recommended changes be brought back to council for January 24, 2022.

ANALYSIS

On its surface "Catch and Release Justice" is a reference to the increase in offenders being released after being arrested. This term mostly refers to release by the courts although police officers (Officer in Charge) have release authorities similar to that of the court.

In response to the request of council, a review of charges laid for these instances was completed. Approximately 60 more charges were laid in 2021 in comparison to the average of charges from 2018 to 2020. In reviewing the data this increase would represent an approximate 43% increase

Community-Partnerships-Service

To Serve and Protect in Partnership with Our Community

in breach of release condition charges being laid by members of the service. I would caution that the data, while it does show an increase from 2018-2021, could also be indicative of the COVID pandemic whereby the courts (and police) were actively exploring opportunities to keep offenders out of custody, where possible. The result was that more offenders were released on conditions where re-offending in the community could have occurred. Likewise, the stressful nature of the pandemic should not be discounted as a contributing factor on this data.

RECOMMENDATIONS/COMMENTS

- The Stratford Police Service has experienced an increase in repeat offenders being released into the community only to re-offend.
- The impact of the pandemic on the police, justice and corrections system has been challenging to navigate
- More and more offenders are being released into the community on judicial release conditions that are continually breached leading to more arrests, charges, and court appearances.
- The community is frustrated with the lack of accountability on offenders and feel that their safety is being jeopardized.
- Police officers are resorting to “Officer in Charge” releases when offenders should be going to the courts for judicial releases because of workload.
- The court dockets will most likely be cleared of low-level offences resulting in no accountability for offenders
- Victims are feeling re-victimized by the system and losing faith/trust in the system.

To Serve and Protect in Partnership with Our Community

For Council consideration:

That that City of Stratford endorse the Sarnia Catch and Release Justice resolution and add the following:

- The Federal and Provincial Governments recognize the linkage between mental health, addiction, homelessness, and crime.
- That all levels of government acknowledge that catch and release justice contributes to feelings of vulnerability within our communities and increases the cost of policing, social services, and health care in our communities.
- That all levels of government provide continued financial support to enhance funding in communities for Mobile Crisis Rapid Response Teams, Overdose Response Teams, Community Outreach Teams, Emergency Shelter facilities, Education and Awareness Programs, diversion programs, etc. under the umbrella of Community Safety and Well Being.
- That the Federal and Provincial Governments re-imagine a direct accountability framework specific to charges relating to failure to comply with release conditions.
- That consideration be given to provided holistic support to chronic re-offenders experiencing mental health, addiction, and homelessness issues with a multi-disciplinary team under one roof

Yours,

Gerry Foster
Deputy Chief of Police

Community-Partnerships-Service



CLEARVIEW

February 9, 2022

C00.2022

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

Sent by Email: premier@ontario.ca

Re: Funding Support for Infrastructure Projects – Bridge/Culvert Replacements in Rural Municipalities

Please be advised that Council of the Township of Clearview, at its meeting held on February 7, 2022, passed the following resolution regarding funding support for infrastructure projects:

Resolution:

Moved by Deputy Mayor Burton, Seconded by Councillor Broderick, Be It Resolved that Council of the Township of Clearview supports the requests from the Township of Adjala-Tosorontio, the Township of Adelaide-Metcalf, the Township of Lake of Bays, the Township of Amaranth, and Northumberland County for the Federal and Provincial Governments to provide more funding to rural municipalities to support infrastructure projects related to major bridge and culvert replacements; and,

That this resolution be forwarded to the Premier of Ontario, Provincial Minister of Finance, Federal Finance Minister, AMO, ROMA, and all Ontario municipalities.
Motion Carried.

If you have any questions regarding the above, please do not hesitate to contact the undersigned.

Regards,

Sasha Helmky, B.A., Dipl. M.A., AOMC
Clerk/Director of Legislative Services

cc: Hon. Peter Bethenfalvy, Ontario Minister of Finance minister.fin@ontario.ca
Hon. Chrystia Freeland, Federal Minister of Finance chrystia.freeland@fin.gc.ca
AMO amo@amo.on.ca
ROMA roma@roma.on.ca
All Ontario Municipalities

The Corporation of the Township of Southgate
By-law Number 2022-029
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 February 16th, 2022.

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 February 16th, 2022 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 16th day of February, 2022.

John Woodbury - Mayor

Lindsey Green – Clerk