



Township of Southgate Council Meeting Agenda

March 2, 2022

9:00 AM

Electronic Participation

Pages

1. Electronic Access Information

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

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

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

2. Call to Order

3. Land Acknowledgement

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

4. Open Forum - Register in Advance

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

5. Confirmation of Agenda

Be it resolved that Council confirm the agenda as presented.

6. Declaration of Pecuniary Interest

7. Delegations & Presentations

7.1. Delegation - Resident Corey Allen 10 - 11

Be it resolved that Council receive the delegation from resident Corey Allen as information.

8. Adoption of Minutes 12 - 34

Be it resolved that Council approve the minutes from the February 16, 2022 Council and Closed Session meetings as presented.

9. Reports of Municipal Officers

9.1. Chief Building Official Bev Fisher

9.1.1. CBO2022-001 - Soils Permit Request as per Fill By-law 2017-049 35 - 131

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. as the permit applicant has met all requirements required in By-law and recognizes the Provincial regulations.

9.1.2. CBO2022-003 – Building Department Vehicle Purchase 132 - 133

Be it resolved that Council receive staff report CBO2022-003 for information; and
That Council direct staff to proceed with a Request for Vehicle Purchase using Building Department funds to purchase a AWD SUV for the Building Department.

9.1.3. CBO2022-004 – By-Law Enforcement Vehicle Purchase 134 - 143

Be it resolved that Council receive staff report CBO2022-004 for information; and
That Council direct staff to proceed with a Request for Vehicle Purchase using By-Law Enforcement funds to purchase a AWD SUV for By-Law Enforcement Department.

9.2. Facilities Manager Kevin Green

9.2.1. REC2022-002 - Lawn Maintenance Contract 2022-2023 144 - 155

Be it resolved that Council receive Staff Report REC2022-002 for information; and
That Council release the Lawn Maintenance Contract RFQ to secure a Contractor for the 2022-2023 grass seasons.

9.3. Treasurer William Gott

9.3.1. FIN2022-009 - Development Charge Study RFP 156 - 157

Be it resolved that Council receive Staff Report FIN2022-009 Development Charge Study as information; and
That Council awards the Development Charge Study tender to Watson & Associates Economists Ltd. for \$29,840 plus HST.

9.4. Public Works Manager Jim Ellis

9.4.1. PW2022-009 Award Recommendations for 2022 Equipment Rentals, Gravel, Winter and Pick-up Truck Tenders 158 - 163

Be it resolved that Council receive Staff Report PW2022-009 for information; and
That Council approve the recommendations to award the 2022 equipment rentals quotes as received; and
That Council approve the recommendations to award the 2022 road maintenance tenders as received from Donnegan's Haulage Ltd. to be awarded the Crushed Gravel, Cedarwell Excavating to be awarded the winter sand and Trillium Ford to be awarded the 4x4 pick-up truck.

9.5. Clerk Lindsey Green

9.5.1. CL2022-004 - Southgate Community Fund Management Committee Membership 164 - 172

Be it resolved that Council receive Staff Report CL2022-004 for information; and

That Council approve the updated Terms of Reference for the Southgate Community Fund Management Committee; and

That Council appoint Council Members _____ and _____ to the Southgate Community Fund Management Committee for the remainder of the 2022 term.

9.5.2. CL2022-005 - Southgate Recreation Advisory Committee Membership 173 - 174

Be it resolved that Council receive Staff Report CL2022-005 for information; and

That Council appoint Member _____ to the Recreation Advisory Committee for the remainder of the 2022 committee term.

9.6. Chief Administrative Officer Dave Milliner

9.6.1. CAO2022-006 - Dundalk Olde Town Hall Update Report 175 - 231

Be it resolved that Council receive Staff Report CAO2022-006 as information; and

That Council direct staff finalize the Wellington Capital Corporation agreement for Council consideration at the March 16th, 2022 meeting; and

That Council approve the partnership with JunCtian Community Initiatives, Team Town Hall and Southgate in the management of the Dundalk Olde Town Hall Building Cultural space and that staff meet with partners to define roles and responsibilities in the operation, management and use of the building cultural spaces; and

That Council direct staff finalize the Team Town Hall Agreement as more of an MOU document for Council consideration at the March 16th, 2022 meeting; and

That Council direct staff to create a draft agreement with JunCtian Community Initiatives for Council consideration at the March 16th, 2022 meeting; and

That Council consider approving by municipal By-law the final agreement with Wellington Capital Corp and Team Town Hall at the April 6th, 2022 meeting.

9.6.2. CAO2022-007 - Southgate-Flato Green Eco Park Phase II Land Development Property Sale Report 232 - 258

Be it resolved that Council receive staff report CAO2022-007 as information; and

That Council approve the Development Partnership Memorandum of Understanding agreement document to co-develop and construct roadway and service to property lines for the lands in the Eco Park Phase II with Flato Green Inc.; and

That Council approve the purchase and sale agreement for 90 acres of lands in the Eco Park Phase II to a Flato Green Inc.; and

That Council consider approval by municipal By-law of the Development Partnership Memorandum of Understanding agreement document and the purchase and sale agreement for 90 acres of lands in the Eco Park Phase II to a Flato Green Inc. at a future Council meeting following legal review of the documents and process.

- 9.6.3. **CAO2022-008 - Southgate 2019-2023 CAP - 2021 Annual Report and 2022 CAP Project Plans** 259 - 276

Be it resolved that Council receive staff report CAO2022-008 as information; and
That Council approve the 2021 Community Action Plan (CAP) Annual Report and CAP Project Plans for 2022 as presented to report out to the community on the progress made last year and the 2022 CAP projects to be advanced and/or achieved in the next 12 months.

- 9.6.4. **CAO2022-009 - 2022 OGRA Delegation Request Report** 277 - 281

Be it resolved that Council receive staff report CAO2022-009 as information; and
That Council provide staff with direction or feedback on applying for Minister delegation requests at the 2022 OGRA Conference.

9.7. **Planner Clinton Stredwick**

- 9.7.1. **PL2022-013 – Site Plan 4-22 - 2137569 Ontario Inc. - GreenLid** 282 - 285

Be it resolved that Council receive Staff Report PL2022-013 for information; and
That Council consider approval of By-law 2022-031 authorizing the entering into a Site Plan Agreement.

- 9.7.2. **By-law 2022-031 - Site Plan Agreement - 2137569 Ontario Inc - Greenlid** 286 - 311

Be it resolved that by-law number 2022-031 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**

None

11. **Notice of Motion**

None

12. Consent Items

12.1. Regular Business (for information)

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

12.1.1.	FIRE2022-008 - Sale of Pumper 7	312
12.1.2.	PW2022-010 - Department Report	313 - 316
12.1.3.	Township of Southgate Support Letter from Mayor John Woodbury - SEGCHC Business Case to Ontario Health	317

12.2. Correspondence (for information)

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

12.2.1.	SMART - December 3 SMART Board Meeting Minutes - received February 10, 2022	318 - 324
12.2.2.	OFMEM - Emergency Exercise Requirement - received February 10, 2022	325
12.2.3.	GBPH - Public Health Updates to Dental Clinics - received February 14, 2022	326 - 328
12.2.4.	Seeking Support for Bill C-229 - received February 15, 2022	329 - 333
12.2.5.	Bell Canada - Tower Lease Agreement Renewal Notice - received February 18, 2022	334
12.2.6.	SVCA - January 20, 2022 Approved Meeting Minutes - received February 21, 2022	335 - 342
12.2.7.	Ontario Farmland Trust - 2022 Farmland Forum Flyer - received February 22, 2022	343
12.2.8.	BWDSB - Letter to Minister of Education - received February 23, 2022	344 - 345

12.2.9.	MPAC - Assessment Change Summary - Township of Southgate	346
12.2.10.	The Saugeen Economy - July-December 2021 Newsletter	347 - 348
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 March 2, 2022 (save and except items _____) as information.	
12.3.1.	Township of Glengarry - Abandoned Cemeteries - received February 10, 2022	349
12.3.2.	Township of Glengarry - Joint and Several Liability - received February 10, 2022	350 - 351
12.3.3.	Municipality of Central Elgin - Joint and Several Liability - received February 11, 2022	352
12.3.4.	Municipality of Shuniah - Northern Ontario Schools of Medicine - received February 11, 2022	353
12.3.5.	Township of Limerick - Gypsy Moth Resolution - received February 14, 2022	354
12.3.6.	Township of Adelaide Metcalfe - Closing Revolving Door of Justice - received February 16, 2022	355 - 356
12.3.7.	Township of Puslinch - Infrastructure Funding - received February 17, 2022	357 - 359
12.3.8.	Municipality of Grey Highlands - South East Grey Community Health Centre Primary Care Business Case - received February 22, 2022	360 - 361
12.3.9.	Town of Aurora - Request to Dissolve OLT - received February 22, 2022	362 - 364
12.3.10.	Prince Edward County Ontario - Renovictions - received February 23, 2022	365
12.3.11.	Township of Alnwick - Year of the Garden 2022 - received February 23, 2022	366 - 367

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: CAO Performance Review - Staff Report HR2022-0007C); and

That HR Coordinator Kayla Best and Clerk Lindsey Green remain in attendance.

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

15.1. Personal Matters about an Identifiable Individual (Subject: CAO Performance Review - Staff Report HR2022-0007C)

16. Confirming By-law

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Be it resolved that by-law number 2022-032 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 March 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.

17. Adjournment

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

Schedule A – Request to Appear as a Delegation

I wish to appear before Council on: *March 2nd 2022*

(Please print clearly)

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

New Delegation

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

Local Business, Employment opportunities, Tenders/Hiring process.

• Being overlooked • Return to Dundalk Fire Department

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

Resolution moving forward as emails with the Mayor have gone unanswered on subject *Public works employees have requested my services but have been denied by Jim Ellis, & CAO Dave Milliner. I've also brought this to the attention of Councillor Sherson.*

Additional Delegation Information

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

I have email threads, text messages and facebook messages that can be produced.

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

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

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

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

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


Signature

Feb 21, 2022
Date

Signature

Date

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

Approval

Council Date: March 2, 2022

Municipal Clerk Initials: Lindsey Green

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Township of Southgate
Minutes of Council Meeting

February 16, 2022
6:00 PM
Electronic Participation

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

Members Absent: Mayor John Woodbury

Staff Present: Dave Milliner, Chief Administrative Officer
Lindsey Green, Clerk
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

1. Electronic Access Information

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

2. Call to Order

Deputy Mayor Milne called the meeting to order at 6:00 PM.

3. Land Acknowledgement

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

4. Open Forum - Register in Advance

No members of the public spoke at open forum.

5. Confirmation of Agenda

No. 2022-069

Moved By Councillor Dobreen

Seconded By Councillor Frew

Be it resolved that Council confirm the agenda as amended; and
That Council further amend the agenda to defer items 10.1 - By-law 2022-021, 10.2 - By-law 2022-022 and 10.3 - By-law 2022-023 until after Closed Session.

Carried

6. Declaration of Pecuniary Interest

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

7. Delegations & Presentations

7.1 White Rose Park Homes Delegation - Victor DePalma

No. 2022-070

Moved By Councillor Shipston

Seconded By Councillor Sherson

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

Carried

Councillor Dobreen moved the following motion.

A motion to bring forward a Notice of Motion without proper notice requires a 2/3 majority vote.

No. 2022-071

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that Council waive section 23.3 of the Procedural By-law to allow for a Notice of Motion to be brought forward without proper notice given.

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

Nay (2): Councillor Rice, and Councillor Frew

Absent (1): Mayor Woodbury

Carried (4 to 2)

Councillor Dobreen moved the following motion.

A Renewal Motion brought forward by a Notice of Motion requires a 2/3 majority vote.

No. 2022-072

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that pursuant to section 24.13 of the Procedural By-law, being a Renewal Motion, Resolution No. 2022-005 from the February 2, 2022, regular meeting of Council, regarding Staff Report CBO2022-001 – Soil Permit Request as per By-law 2017-049, be renewed and be brought back to the March 2, 2022, Council Meeting.

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

Nay (2): Councillor Rice, and Councillor Frew

Absent (1): Mayor Woodbury

Carried (4 to 2)

8. Adoption of Minutes

No. 2022-073

Moved By Councillor Rice

Seconded By Councillor Frew

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

Carried

9. Reports of Municipal Officers

9.1 Fire Chief Derek Malynyk

9.1.1 FIRE2022-003- Shelburne Automatic Aid Agreement

No. 2022-074

Moved By Councillor Shipston

Seconded By Councillor Dobreen

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.

Carried

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

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

No. 2022-075

Moved By Councillor Rice
Seconded By Councillor Frew

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.

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

Absent (1): Mayor Woodbury

Carried (6 to 0)

9.1.3 FIRE2022-004- Grey Highlands Fire Protection Agreement

No. 2022-076

Moved By Councillor Sherson
Seconded By Councillor Dobreen

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

Carried

9.1.4 By-law 2022-028 - Grey Highlands Fire Protection Agreement

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

No. 2022-077

Moved By Councillor Frew
Seconded By Councillor Rice

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.

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

Absent (1): Mayor Woodbury

Carried (6 to 0)

9.1.5 FIRE2022-005- Grey Highlands Automatic Aid Agreement

No. 2022-078

Moved By Councillor Shipston

Seconded By Councillor Sherson

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.

Carried

9.1.6 By-law 2022-030 - Grey Highlands Automatic Aid Agreement

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

No. 2022-079

Moved By Councillor Dobreen

Seconded By Councillor Rice

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.

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

Absent (1): Mayor Woodbury

Carried (6 to 0)

9.2 Public Works Manager Jim Ellis

9.2.1 PW2022-004 Southgate Fuel Supply and Delivery Contract Extension

No. 2022-080

Moved By Councillor Frew

Seconded By Councillor Sherson

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.

Carried

9.2.2 PW2022-006 Dundalk Drinking Water 2021 Annual Report

No. 2022-081

Moved By Councillor Rice

Seconded By Councillor Dobreen

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

Carried

9.2.3 PW2022-007 Dundalk Wastewater 2021 Annual Report

No. 2022-082

Moved By Councillor Dobreen
Seconded By Councillor Shipston

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

Carried

Council recessed at 7:12 PM and returned at 7:21 PM.

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

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

No. 2022-083

Moved By Councillor Shipston
Seconded By Councillor Dobreen

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.

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

Nay (2): Councillor Sherson, and Councillor Rice

Absent (1): Mayor Woodbury

Carried (4 to 2)

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

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

No. 2022-084

Moved By Councillor Frew

Seconded By Councillor Shipston

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.

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

Nay (2): Councillor Sherson, and Councillor Rice

Absent (1): Mayor Woodbury

Carried (4 to 2)

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

Moved By Councillor Sherson

Seconded By Councillor Rice

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

That Council approve the draft 2021 Community Action Plan (CAP) Annual Report as a reporting out to the community on the progress made last year and the 2022 CAP projects to be advanced and/or achieved in the next 12 months.

Councillor Dobreen moved the following amendment to the main motion.

Amendment:

No. 2022-085

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that Council amend the motion to state that Council receive Staff Report CAO2022-005 as information and that Council provide input to staff on the draft 2021 CAP Annual Report and consider approval at a future Council meeting.

Carried

Motion as Amended:

No. 2022-086

Moved By Councillor Sherson
Seconded By Councillor Rice

Be it resolved that Council receive staff report CA02022-005 as information; and

That Council provide input to staff on the draft 2021 CAP Annual Report and consider approval at a future Council meeting.

Carried

9.4 HR Coordinator Kayla Best

9.4.1 HR2022-004 - Public Works Staffing

Moved By Councillor Shipston
Seconded By Councillor Frew

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.

Councillor Sherson moved the following amendment to the main motion.

Amendment:
No. 2022-087

Moved By Councillor Sherson
Seconded By Councillor Rice

Be it resolved that Council amend the motion to post all jobs as indicated as both internal/external postings.

Carried

Motion as Amended:

No. 2022-088

Moved By Councillor Shipston

Seconded By Councillor Frew

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 and externally; 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 and externally; and

That Council direct staff to post the one-year contract position of WRDM Team Leader internally and externally.

Carried

9.4.2 HR2022-006 – By-Law Enforcement Officer

No. 2022-089

Moved By Councillor Rice

Seconded By Councillor Dobreen

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.

Carried

9.4.3 HR2022-005 - CAO Succession Update

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

No. 2022-090

Moved By Councillor Dobreen

Seconded By Councillor Sherson

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.

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

Nay (1): Councillor Frew

Absent (1): Mayor Woodbury

Carried (5 to 1)

9.5 Planner Clinton Stredwick

9.5.1 PL2022-009-Flato Glenelg Part Lot Control By-law

No. 2022-091

Moved By Councillor Frew

Seconded By Councillor Shipston

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

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

Carried

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

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

No. 2022-092

Moved By Councillor Rice

Seconded By Councillor Dobreen

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.

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

Absent (1): Mayor Woodbury

Carried (6 to 0)

9.5.3 PL2022-010-C27-18 White Rose Phase 3 Zoning

No. 2022-093

Moved By Councillor Sherson

Seconded By Councillor Frew

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

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

Carried

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

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

No. 2022-094

Moved By Councillor Frew

Seconded By Councillor Dobreen

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.

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

Absent (1): Mayor Woodbury

Carried (6 to 0)

9.5.5 PL2022-011 - SP26-22 Manassa Bowman

No. 2022-095

Moved By Councillor Sherson

Seconded By Councillor Rice

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.

Carried

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

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

No. 2022-096

Moved By Councillor Shipston
Seconded By Councillor Frew

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.

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

Absent (1): Mayor Woodbury

Carried (6 to 0)

10. By-laws and Motions

10.1 By-law 2022-021 - Tax Extension Agreement

By-law deferred until after Closed Session

10.2 By-law 2022-022 - Tax Extension Agreement

By-law deferred until after Closed Session

10.3 By-law 2022-023 - Tax Extension Agreement

By-law deferred until after Closed Session

11. Notice of Motion

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

Councillor Dobreen moved the following motion.

Moved By Councillor Dobreen
Seconded By Councillor Sherson

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.

With consent of the seconder, the motion was withdrawn.

12. Consent Items

12.1 Regular Business (for information)

No. 2022-097

Moved By Councillor Shipston

Seconded By Councillor Rice

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

Carried

**12.1.1 EDO2022-005-Ontario Chamber of Commerce
Annual Ontario Economic Report**

**12.1.2 FIRE2022-006- Volunteer Acting Captain
Appointment**

12.1.3 FIRE2022-007- Township Of Melancthon Logo

12.1.4 PW2022-008 Department Report

**12.1.5 Councillor Shipston - ROMA Virtual Conference
Report 2022 - received January 31, 2022**

12.2 Correspondence (for information)

No. 2022-098

Moved By Councillor Frew

Seconded By Councillor Dobreen

Be it resolved that Council receive the items on the Correspondence consent agenda dated February 16, 2022 as information.

Carried

12.2.1 MECP Correspondence - Proposed Subwatershed Planning Guide - received Jan 27, 2022

12.2.2 GRCA - Draft Inventory of Programs and Services - O.Reg 687_21 under the Conservation Authorities Act - received Jan 28, 2022

12.2.3 GRCA General Meeting Summary - received Jan 28, 2022

12.2.4 GSCA Transition Plan Inventory of Programs and Services - received Jan 28, 2022

12.2.5 Tipster Magazine - The Crime Stopper of Grey Bruce - received February 2, 2022

12.2.6 MMAH - Steps to Ease Public Health Measures - received February 3, 2022

12.2.7 Multi-Municipal Wind Turbine Working Group - Invitation for New Membership - received February 4, 2022

12.2.8 MMAH - Housing Affordability Summit and the Rural Housing Affordability Roundtable - received February 7, 2022

12.2.9 Report of the Ontario Housing Affordability Task Force - received February 10, 2022

12.2.10 Focus on Geography Series 2021 Census - Southgate Township

12.3 Resolutions of Other Municipalities (for information)

No. 2022-099

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 16, 2022 as information.

Carried

Councillor Dobreen moved the following motion.

No. 2022-100

Moved By Councillor Dobreen

Seconded By Councillor Sherson

Be it resolved that Council proceed past 9:00 PM.

Carried

12.3.1 City of Brantford - Addressing the Revolving Door of Justice - received January 28, 2022

12.3.2 City of Brantford - Closing the Revolving Door of Justice - received January 28, 2022

12.3.3 The Townships of Head, Clara, Maria - Annual Emergency Exercise Requirement - received Jan 31, 2022

12.3.4 Town of Bracebridge - Joint and Several Liability Reform - received February 9, 2022

12.3.5 City of Sarnia - Catch and Release Justice - received February 9, 2022

12.3.6 Township of Clearview - Funding Support for Infrastructure Projects - received February 9, 2022

12.4 Closed Session (for information)

None.

13. County Report

Highlights from the most recent County Council meeting can be found [here](#).

14. Members Privilege - Good News & Celebrations

Councillor Shipston reminded members of the Blood Donor Clinic being held in Dundalk on Saturday, March 19, 2022, at Highpoint Community School and thanked the community for their past support.

15. Closed Meeting

No. 2022-101

Moved By Councillor Frew

Seconded By Councillor Shipston

Be it resolved that Council proceed into closed session at 8:41 PM 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.

Carried

Council recessed at 8:41 PM and returned at 8:43 PM.

No. 2022-102

Moved By Councillor Dobreen

Seconded By Councillor Rice

Be it resolved that Council come out of Closed Session at 8:50 PM.

Carried

Council recessed at 8:50 PM and returned at 8:53 PM.

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

No. 2022-103

Moved By Councillor Frew

Seconded By Councillor Rice

Be it resolved that Council receive Staff Report FIN2022-008C Tax Arrears Certificate Registration as information; and

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

Carried

16. By-laws and Motions

16.1 By-law 2022-021 - Tax Extension Agreement

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

No. 2022-104

Moved By Councillor Dobreen

Seconded By Councillor Sherson

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.

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

Absent (1): Mayor Woodbury

Failed (0 to 6)

16.2 By-law 2022-022 - Tax Extension Agreement

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

No. 2022-105

Moved By Councillor Shipston

Seconded By Councillor Rice

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.

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

Absent (1): Mayor Woodbury

Failed (0 to 6)

16.3 By-law 2022-023 - Tax Extension Agreement

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

No. 2022-106

Moved By Councillor Sherson

Seconded By Councillor Dobreen

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.

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

Absent (1): Mayor Woodbury

Failed (0 to 6)

17. Confirming By-law

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

No. 2022-107

Moved By Councillor Dobreen

Seconded By Councillor Rice

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.

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

Absent (1): Mayor Woodbury

Carried (6 to 0)

18. Adjournment

No. 2022-108

Moved By Deputy Mayor Milne

Be it resolved that Council adjourn the meeting at 8:58 PM.

Carried

Deputy Mayor Brian Milne

Clerk Lindsey Green

Township of Southgate

Administration Office

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



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

Staff Report CBO2022-01

Title of Report: CBO2022-001 - Soil Permit Request as per Fill By-law 2017-049

Department: Building

Branch: By-law Enforcement

Council Date: March 2, 2022

Recommendation:

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. as the permit applicant has met all requirements required in By-law and recognizes the Provincial regulations.

Background:

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

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

Council has requested this report be return for examination from February 2, 2022, in February 16, 2022 council.

Staff Comments:

Staff is recommending a Soils permit be granted to 2570970 Ontario Inc. 138 Kale Cres. Maple, ON. for site located at 159 Bradley St., Dundalk ON. Roll # 4207-090-005-05200 for the placement of soil to raise the grade within the limits as shown on White Rose Phase 3 document. This report contains addition information (Conservation comments) requested by council December 1 2021, report CBO2021-007. 2570970 Ontario Inc. has committed to provide before the project starts; general liability insurance and bonding to the Township upon permit approval.

Financial Implications:

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

Communications & Community Action Plan Impact:

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

Concluding Comments:

That Council receive this staff report for approval.

Respectfully Submitted,

Dept. Head: Original Signed By

Bev Fisher, Chief Building Official

CAO Approval: Original Signed By

Dave Milliner, CAO

Attachment(s):

- 1.** 159 Bradley Permit Application for Fill Permtting or Site Alteration
- 2.** Certificate of Insurance.
- 3.** Engineers approved site plan.
- 4.** Engineers commitment and protocol.
- 5.** PML excess soil management report.
- 6.** SVCA comments
- 7.** GRCA permit 940-21
- 8.** Haul Route
- 9.** Acceptance Letter from Triton Engineering
- 10.** Condition agreement

Schedule(s)

Schedule "A"

Application for Fill Permitting or Site Alteration

Work Proposed	<input checked="" type="checkbox"/> Residential - new <input type="checkbox"/> Residential - addition <input checked="" type="checkbox"/> Filling/excavation <input type="checkbox"/> Landscaping <input type="checkbox"/> Other <input type="checkbox"/> Commercial/Industrial - New <input type="checkbox"/> Commercial/Industrial - Addition <input checked="" type="checkbox"/> Subdivision/Multi Residential <input type="checkbox"/> Demolition <input type="checkbox"/> Variance or Exception Request
Property Owner	Name of Company: <u>2570970 Ontario Inc</u> Mailing address: <u>[REDACTED]</u> E-mail address: <u>[REDACTED]</u> Contact Person: <u>VICTOR DE PALMA</u> Phone: <u>[REDACTED]</u>
Applicant (if not owner)	Name of Company: _____ Mailing address: <u>SAUL</u> E-mail address: _____ Contact Person: _____ Phone: _____
Project Location	Site name: <u>PH3 WHITE ROSE PARK</u> Construction address: <u>159 BEADLEY STREET</u> Lot/block #: <u>CON2 SWTSR PT LOT 227</u> Plan #: _____
Project Scheduling	Anticipated Construction Start Date: <u>OCTOBER 18 2021</u> Construction Period (weeks): <u>4</u>
Site Contractor	Name of Contractor: <u>WHITE ROSE PARK</u> Mailing address: <u>[REDACTED]</u> Contact person: <u>VICTOR DE PALMA</u> Phone: <u>[REDACTED]</u>
Material Source Location (if applicable)	Name of Contractor: <u>PETO MACGILLUM</u> Source location address: <u>AS PER APPROVED</u> Contact person: <u>MARK MARRINER</u> Phone: <u>[REDACTED]</u> <u>OR</u> <u>TERRA PROBE</u> <u>AS PER APPROVED</u> <u>RAKASH PATEL</u> <u>[REDACTED]</u>



Township of Southgate

Application for Fill Permitting or Site Alteration con't.

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

The application shall be accompanied by the following:

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

Declaration and Application Approval

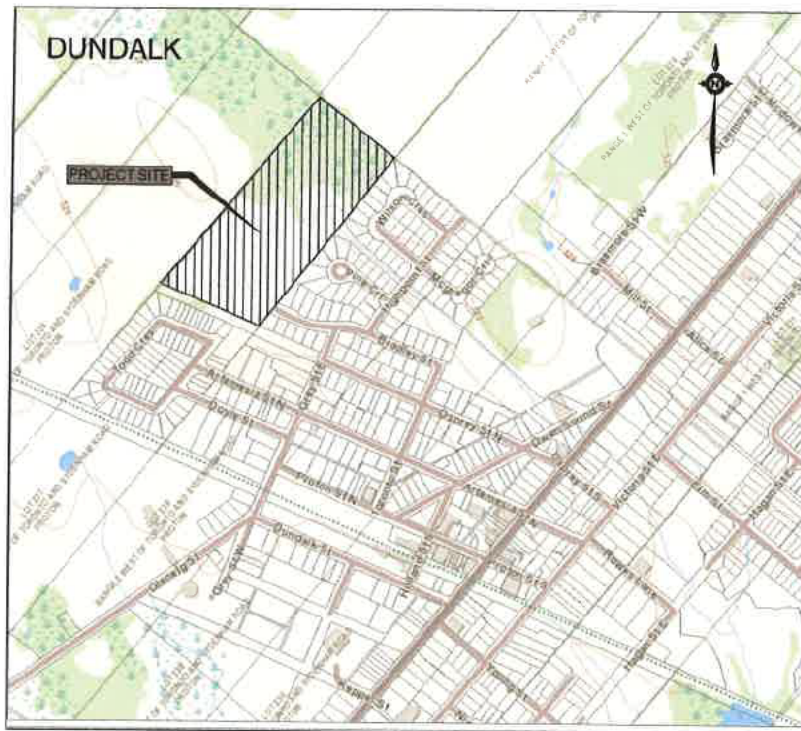
I hereby agree to comply with the accept the Terms and Conditions of this By-law 2017-049 "Schedule C:" and grant the Township of Southgate permission to enter the subject lands to inspect the proposed work for which this permit applies to.

Owners Signature: _____

Date: October 13 2021

Office Use Only	
Refundable Deposit Amount: \$ <u>10,000.00</u>	Receipt #: _____
Permit Fee: \$ <u>1,000.00</u>	Receipt #: _____

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



KEY PLAN

LIST OF DRAWINGS

00	COVERSHEET
01	EROSION, SEDIMENT CONTROL PLAN
02	GENERAL SERVICING PLAN
03	LOT GRADING PLAN
04	STREET A PLAN AND PROFILE, FROM STA 0+000 TO 0+195
05	STREET C PLAN AND PROFILE, FROM STA 0+195 TO 0+335
06	STREET D PLAN AND PROFILE, FROM STA 0+335 TO CUL DE SAC
07	STREET B PLAN AND PROFILE, FROM STA 0+320 TO 0+500
08	STORM SEWER DRAINAGE PLAN
09	SANITARY SEWER DRAINAGE PLAN
10	STORM WATER MANAGEMENT FACILITY PLAN
11	STORM WATER MANAGEMENT FACILITY PROFILE, SECTION AND DETAILS
12	NOTES AND DETAILS
13	COMPOSITE UTILITY PLAN

2570970 ONTARIO INC.
(TOWNSHIP OF SOUTHGATE)

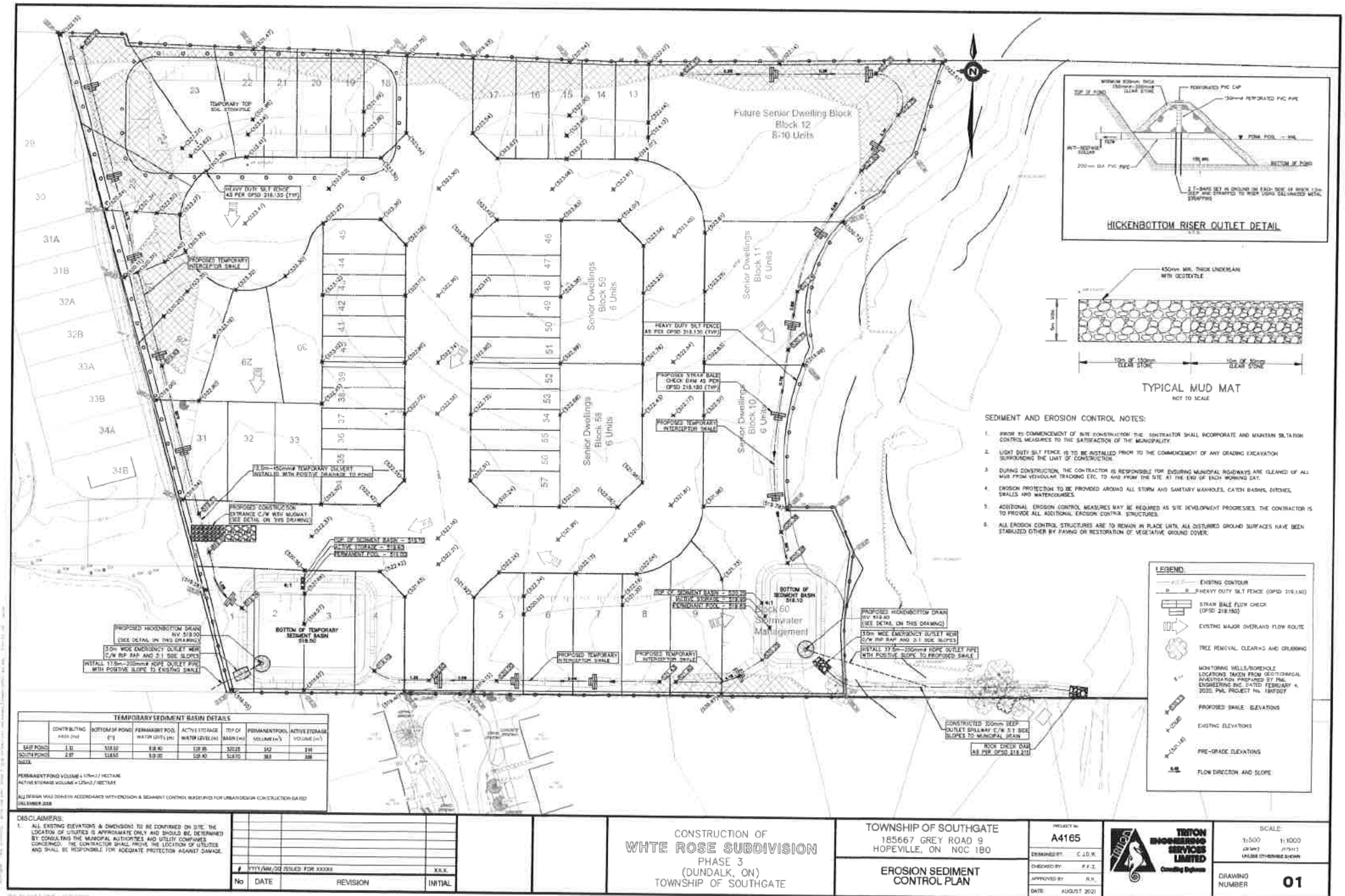
CONSTRUCTION OF
**WHITE ROSE PARK
SUBDIVISION PHASE 3**
DUNDALK

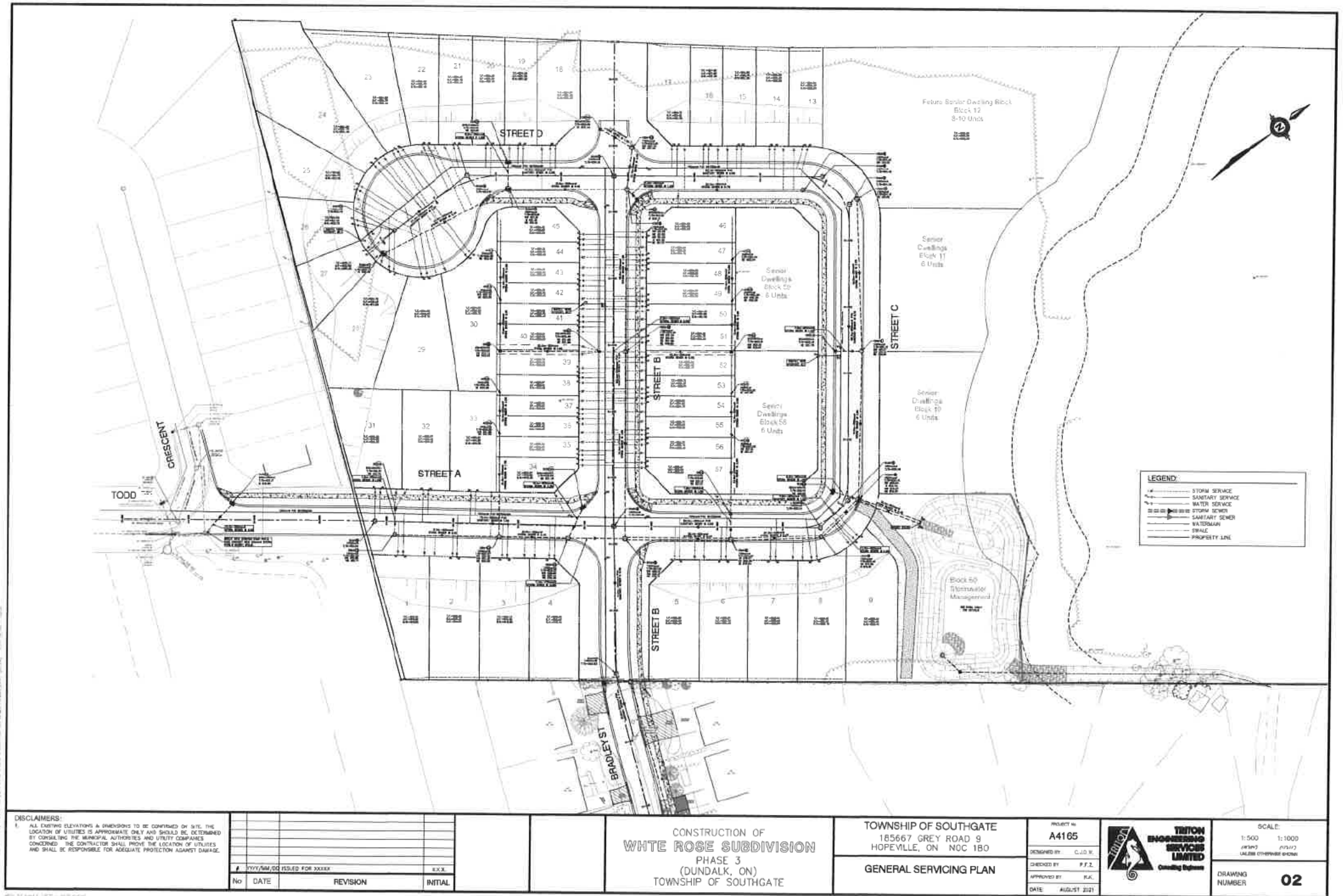
PROJECT No. A4165

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



Consulting Engineers
Fergus, Ontario





DISCLAIMERS:

1. ALL EXISTING ELEVATIONS & DIMENSIONS TO BE CONFIRMED ON SITE. THE LOCATION OF UTILITIES IS APPROXIMATE ONLY AND SHOULD BE DETERMINED BY CONSULTING THE MUNICIPAL AUTHORITIES AND UTILITY COMPANIES CONCERNED. THE CONTRACTOR SHALL PROVE THE LOCATION OF UTILITIES AND SHALL BE RESPONSIBLE FOR ADEQUATE PROTECTION AGAINST DAMAGE.

No.	DATE	REVISION	INITIAL

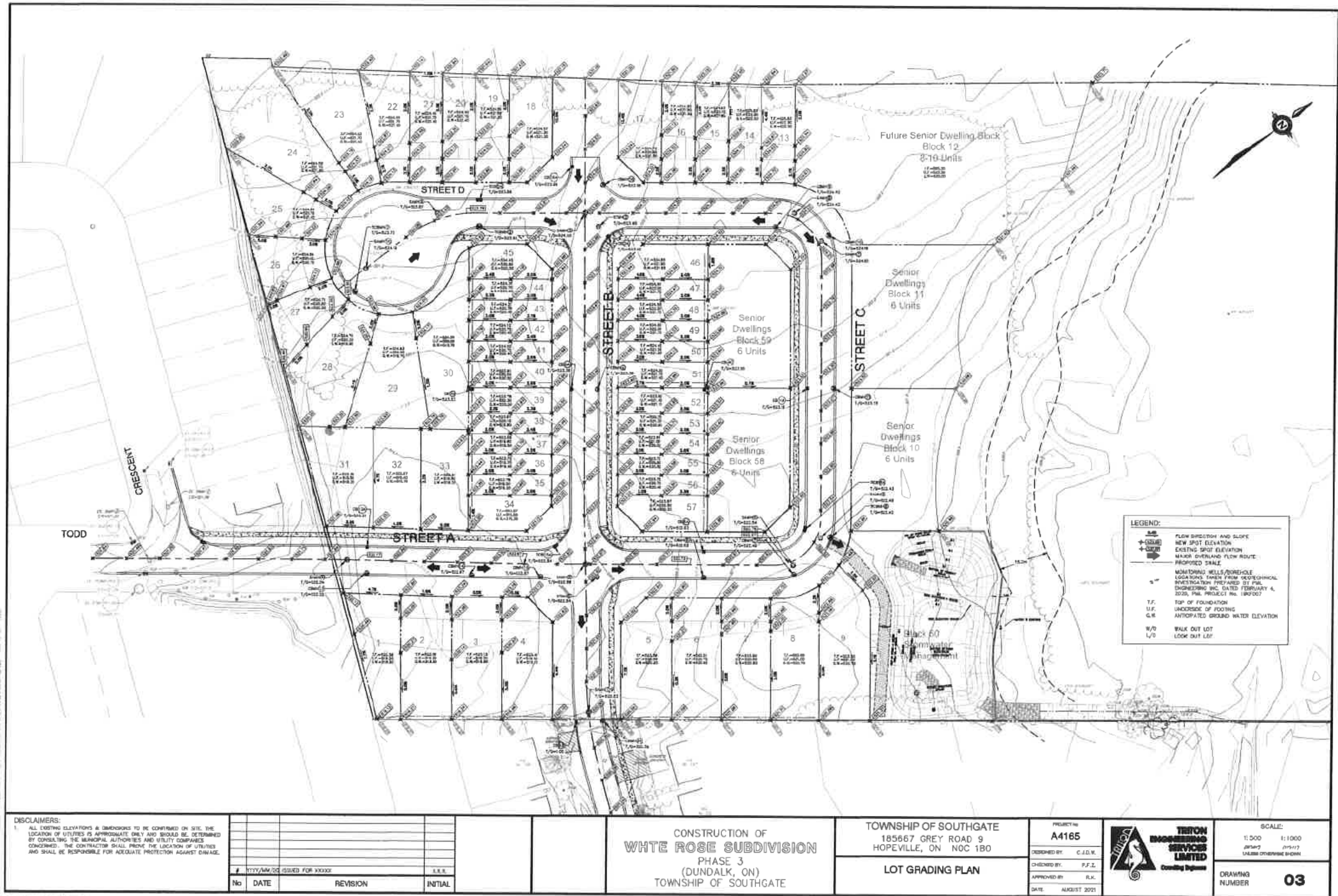
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WHITE ROSE SUBDIVISION
 PHASE 3
 (DUNDALK, ON)
 TOWNSHIP OF SOUTHGATE

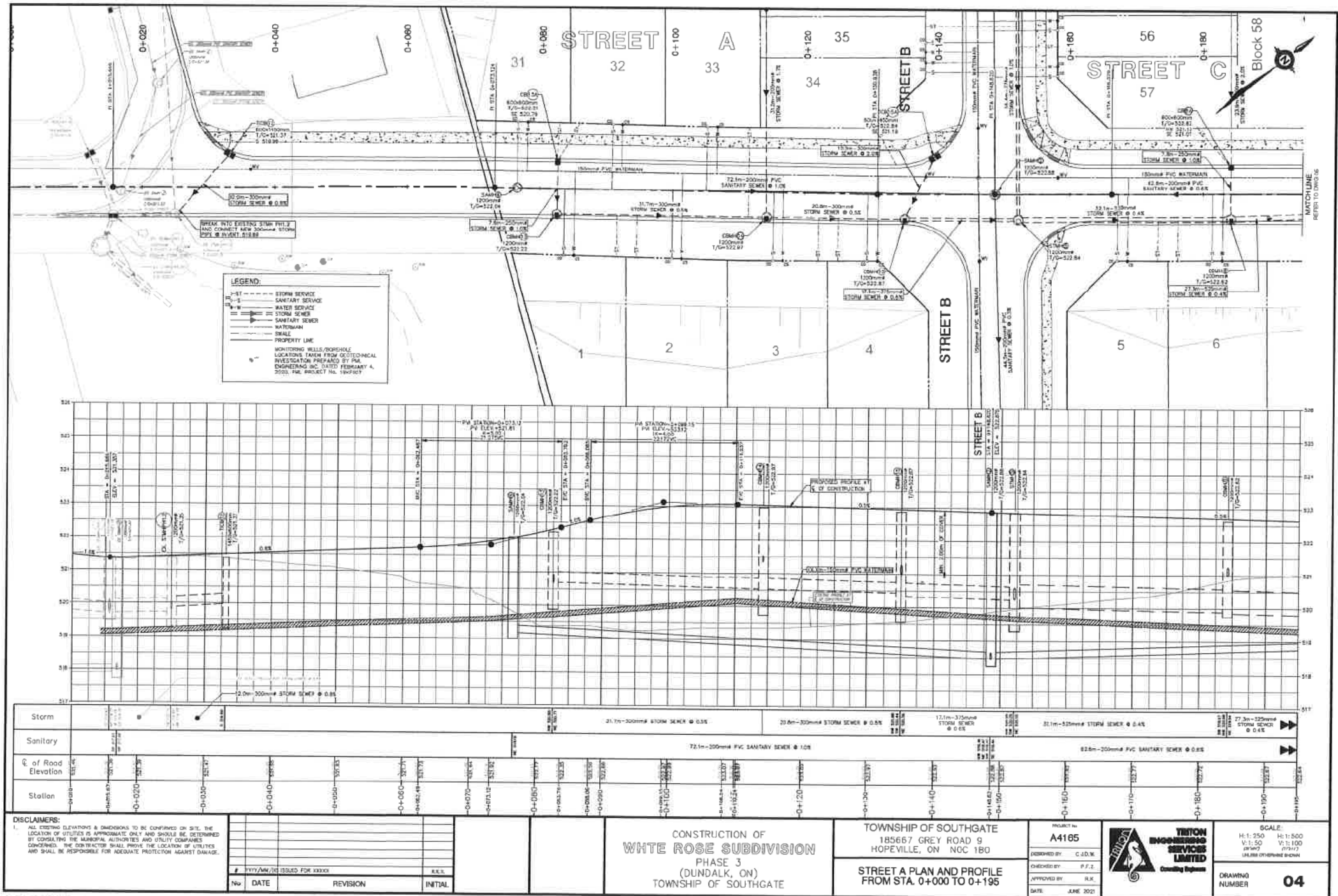
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 HOPEVILLE, ON N0C 1B0
GENERAL SERVICING PLAN

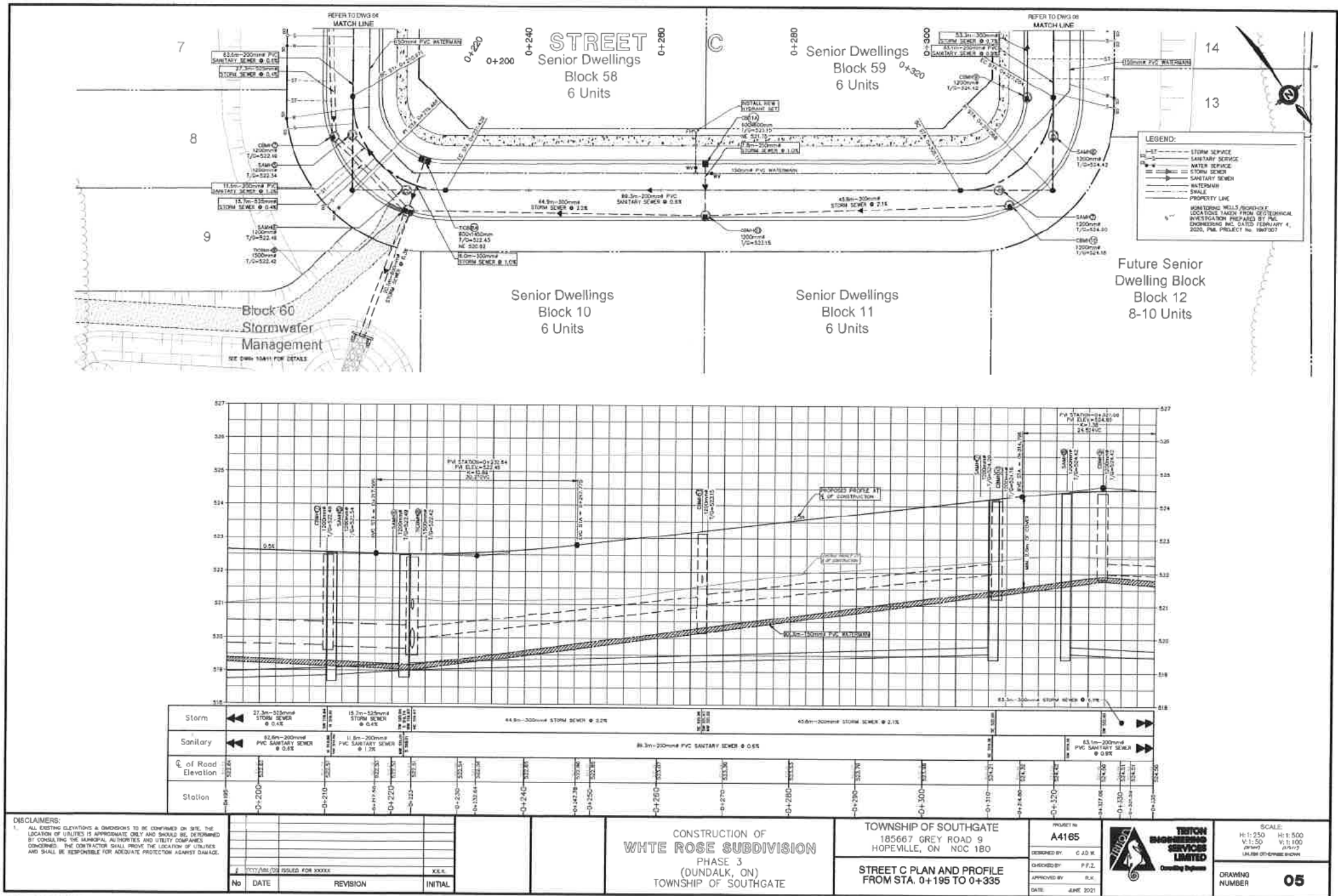
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A4165
 DESIGNED BY: C.J.D.W.
 CHECKED BY: P.F.Z.
 APPROVED BY: R.A.
 DATE: AUGUST 1, 2021

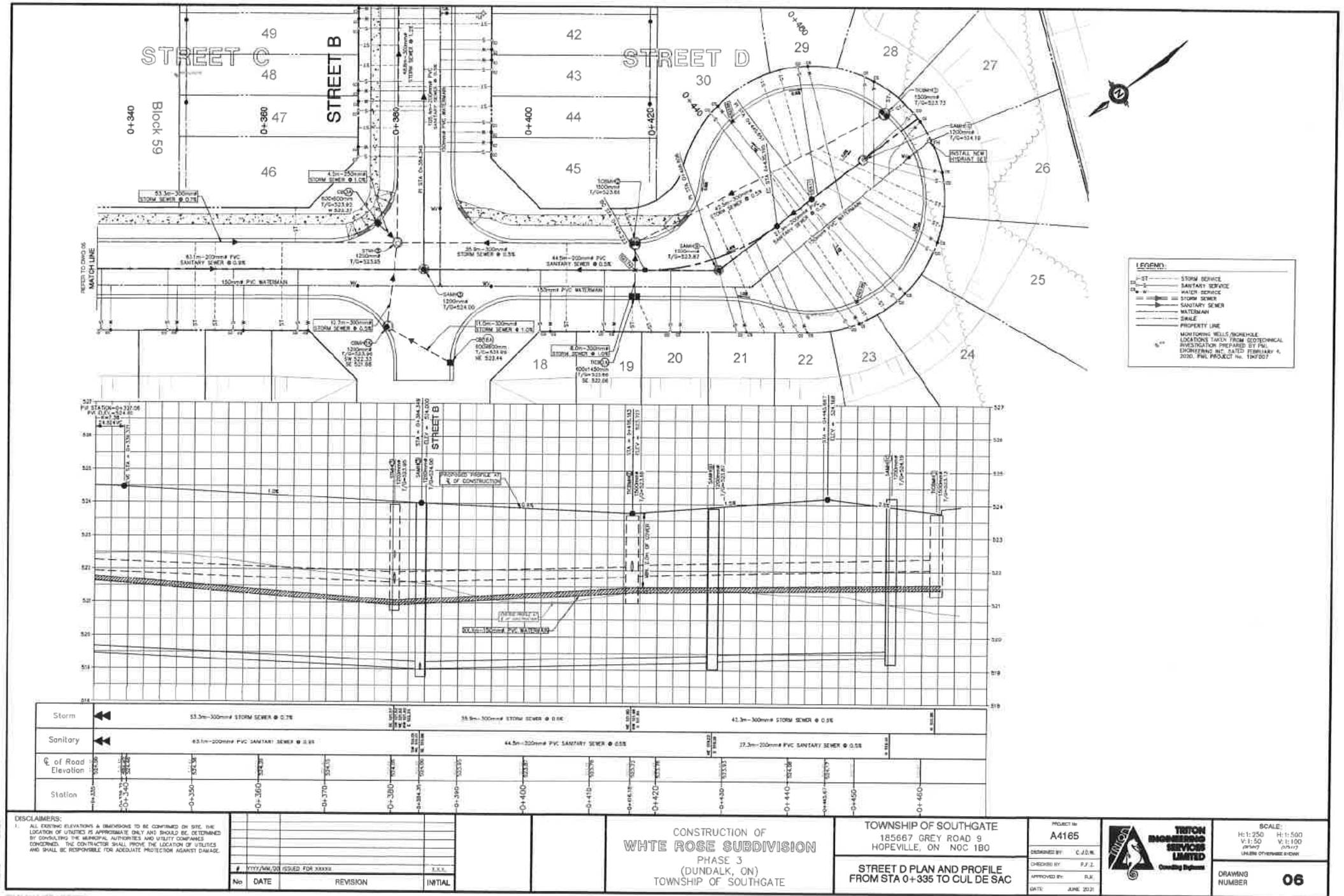


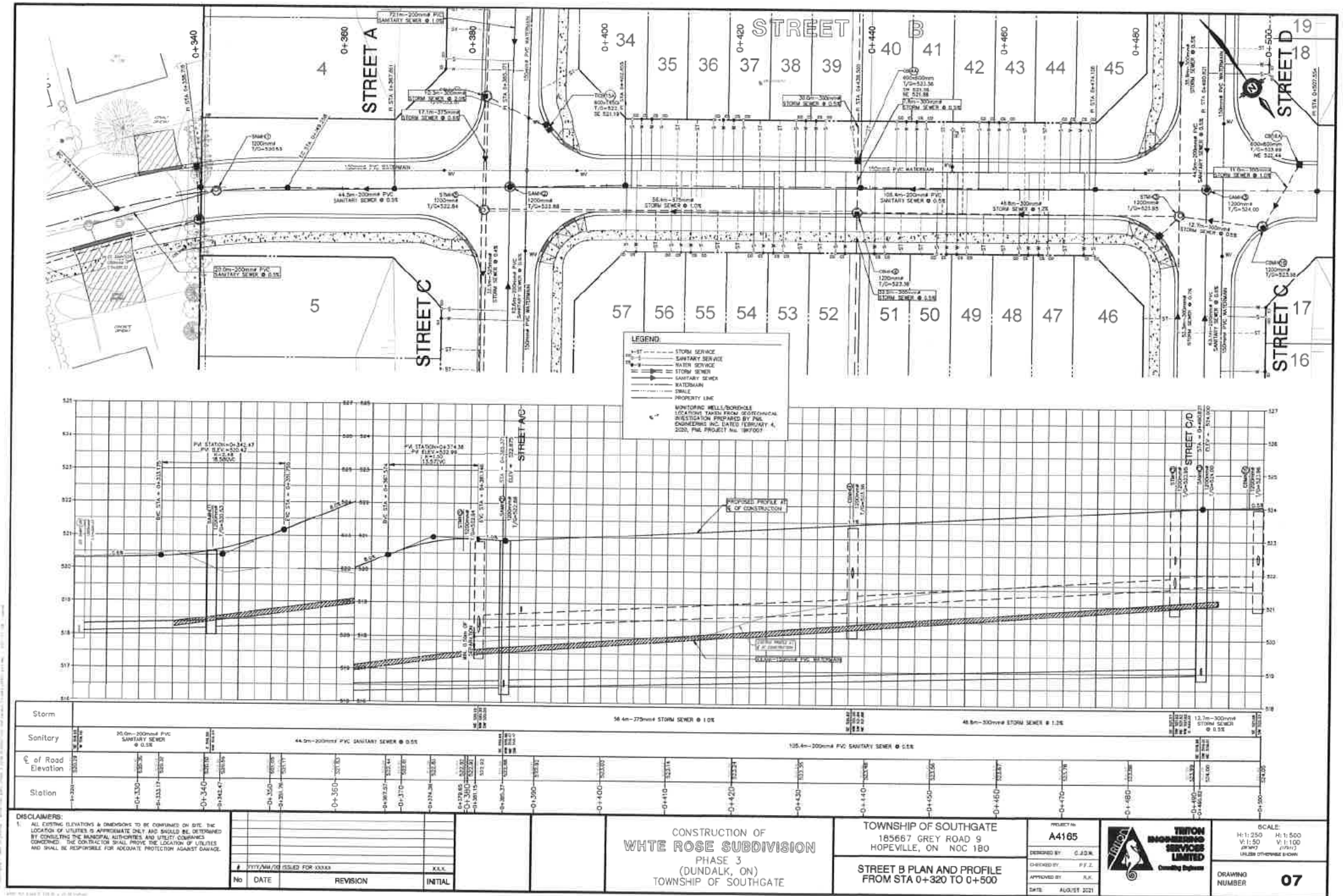
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 (Scale)
 DRAWING NUMBER
02

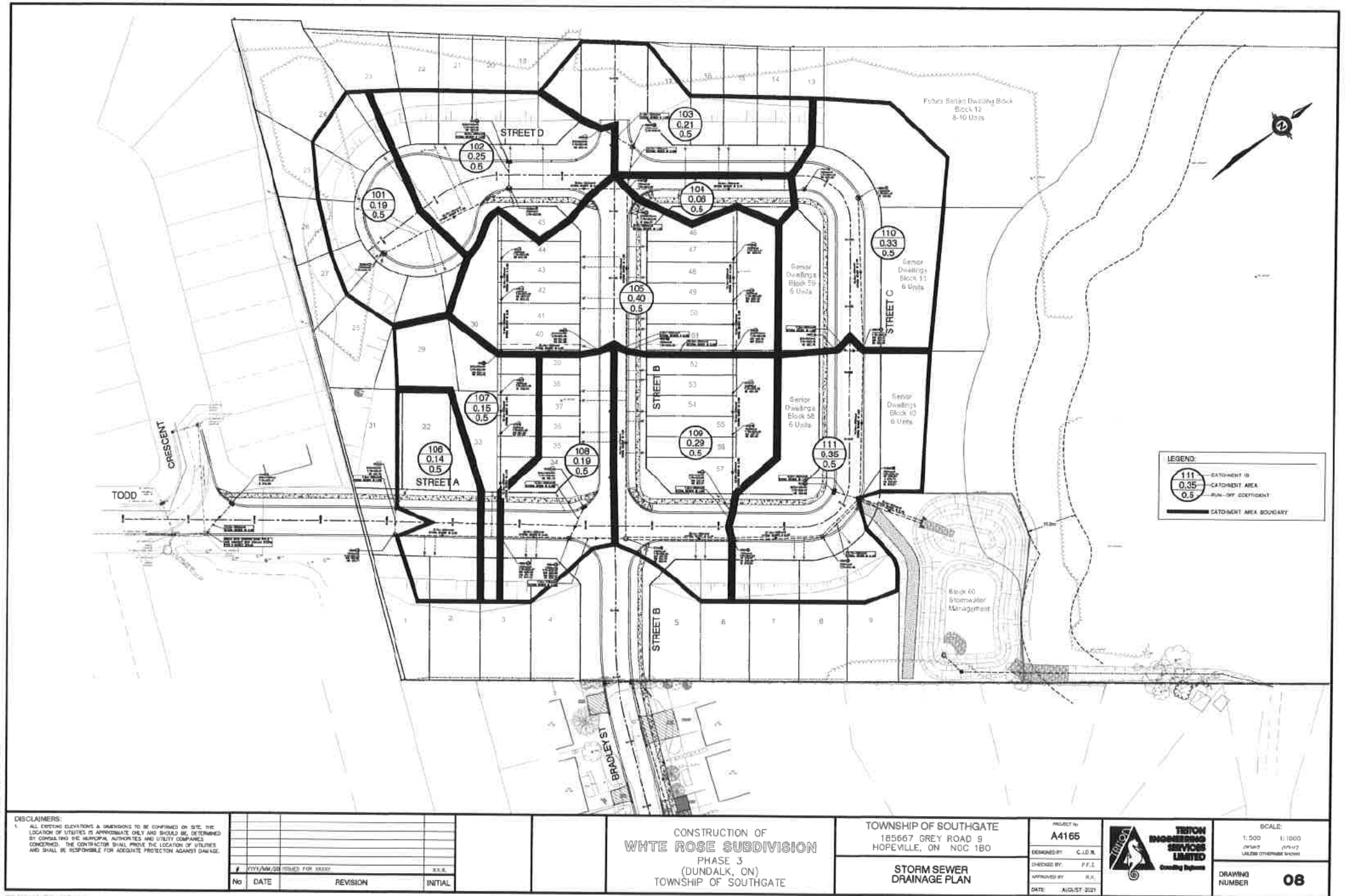


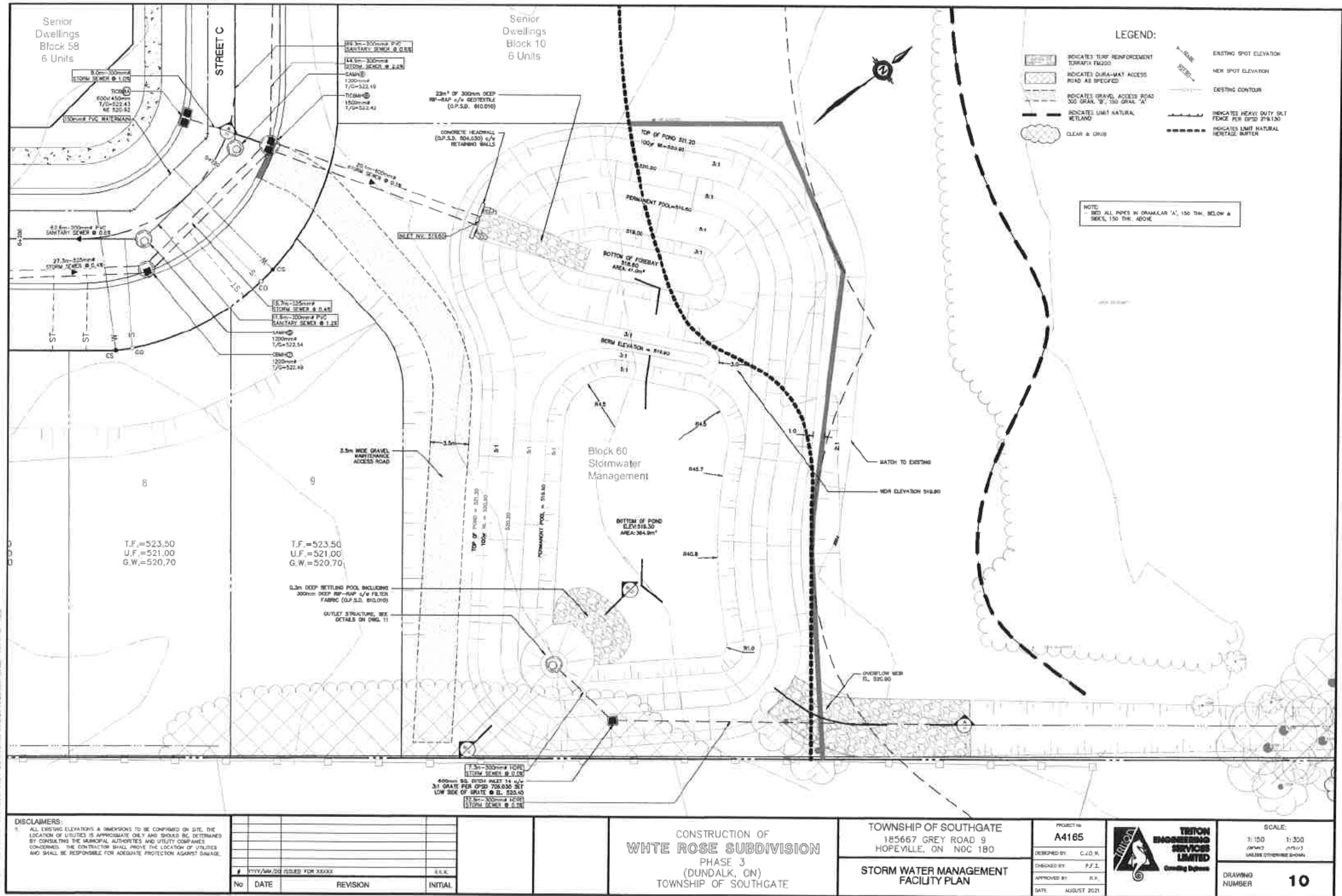


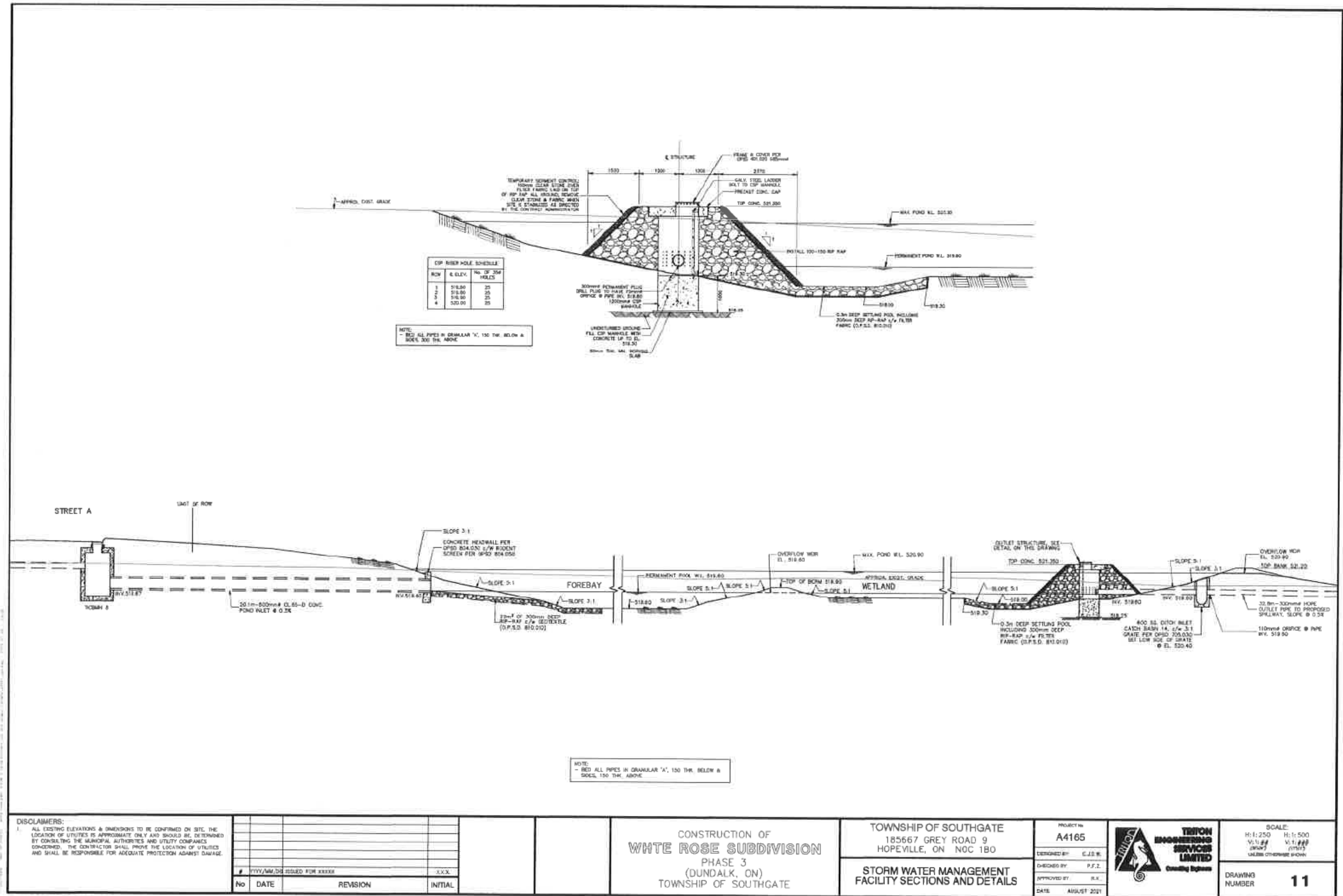














CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer.
This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS		2. INSURED'S FULL NAME AND MAILING ADDRESS	
Township of Southgate		2570970 ONTARIO INC	
185667 Grey Road 9		138 KALE CRESCENT	
Dundalk, ON		Maple, ON	
POSTAL CODE N0C1B0		POSTAL CODE L6A3P9	

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

VACANT LAND - PART LOT 227 CONCESSION 2 SWTSR PROTON PART 1 17R2183 AND AS IN R480846 SOUTHGATE

4. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input type="checkbox"/> EMPLOYER'S LIABILITY <input type="checkbox"/> CROSS LIABILITY <input type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION <input type="checkbox"/> NON-OWNED AUTOMOBILES <input type="checkbox"/> HIRED AUTOMOBILES	Burns & Wilcox Canada BWT14674R1	2019/12/3	2020/12/3	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE - EACH OCCURRENCE		5,000,000
PRODUCTS AND COMPLETED OPERATIONS AGGREGATE						
<input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input checked="" type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY					5,000,000	
MEDICAL PAYMENTS						
TENANTS LEGAL LIABILITY						
				POLLUTION LIABILITY EXTENSION		
				NON OWNED AUTOMOBILE		
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** <small>ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE</small>				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
				BODILY INJURY (PER PERSON)		
				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>				EACH OCCURRENCE		
				AGGREGATE		
OTHER LIABILITY (SPECIFY) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>						

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS		7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (but only with respect to the operations of the Named Insured)	
Brokers Trust		Township of Southgate	
201-2780 Highway 7		185667 Grey Road 9	
Concord, ON		Dundalk, ON	
POSTAL CODE L4K3R9			
BROKER CLIENT ID 2570ONT-01		POSTAL CODE N0C1B0	

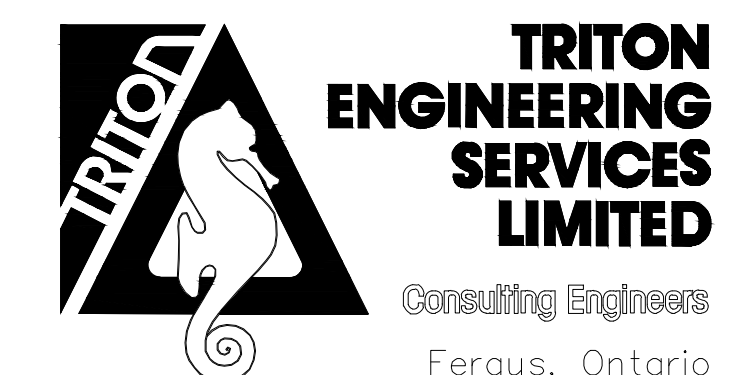
8. CERTIFICATE AUTHORIZATION		CONTACT NUMBER(S)	
ISSUER Brokers Trust		TYPE Phone NO. [REDACTED]	TYPE Fax NO. [REDACTED]
AUTHORIZED REPRESENTATIVE Frank Gravina		TYPE NO.	TYPE NO.
SIGNATURE OF AUTHORIZED REPRESENTATIVE [REDACTED]	DATE 2021/10/20	EMAIL ADDRESS frank.gravina@brokerstrust.ca	

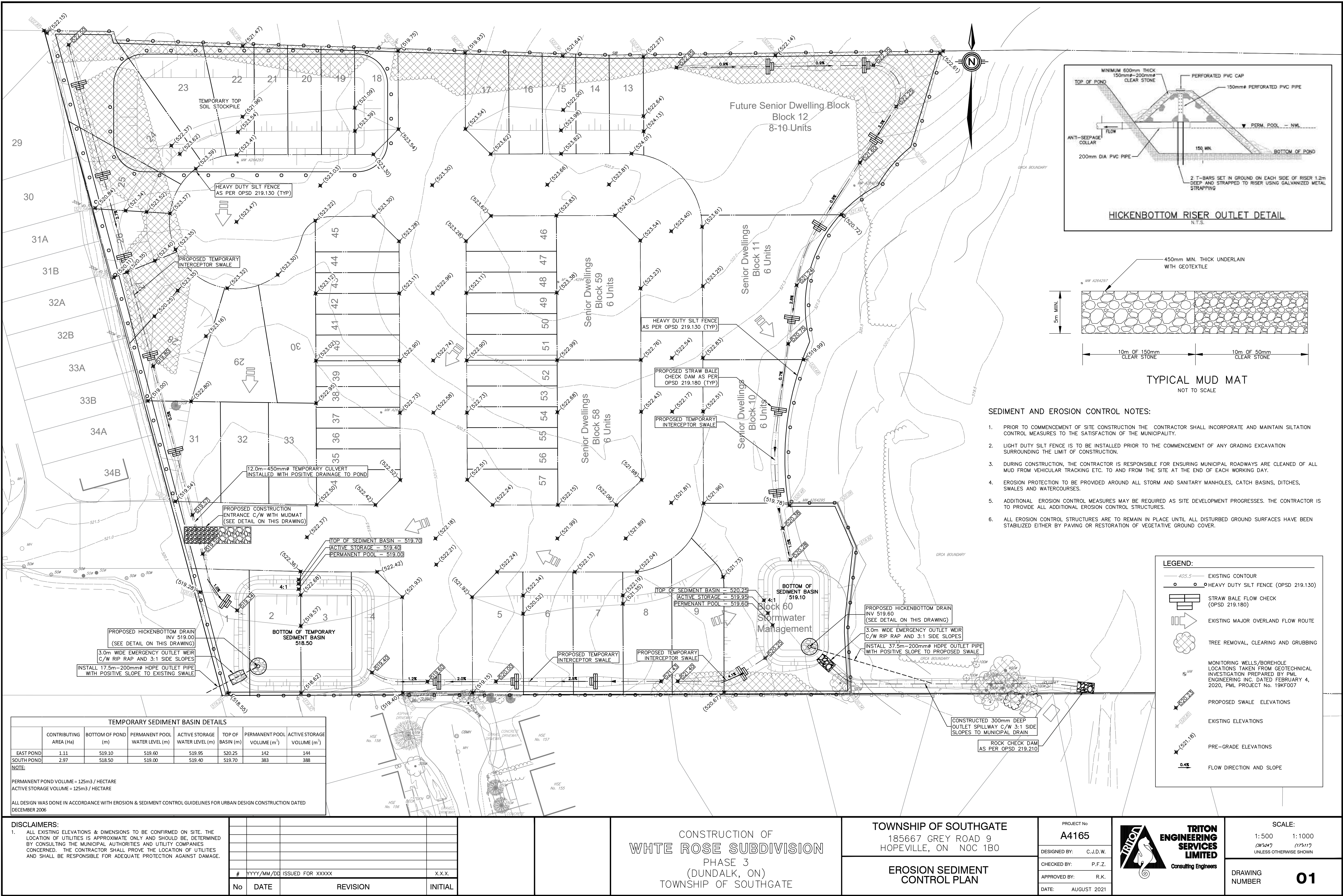
A4165 - CONSTRUCTION OF WHITE ROSE SUBDIVISION PHASE 3 - ISSUED FOR _____ - MIMMMMM yyyy

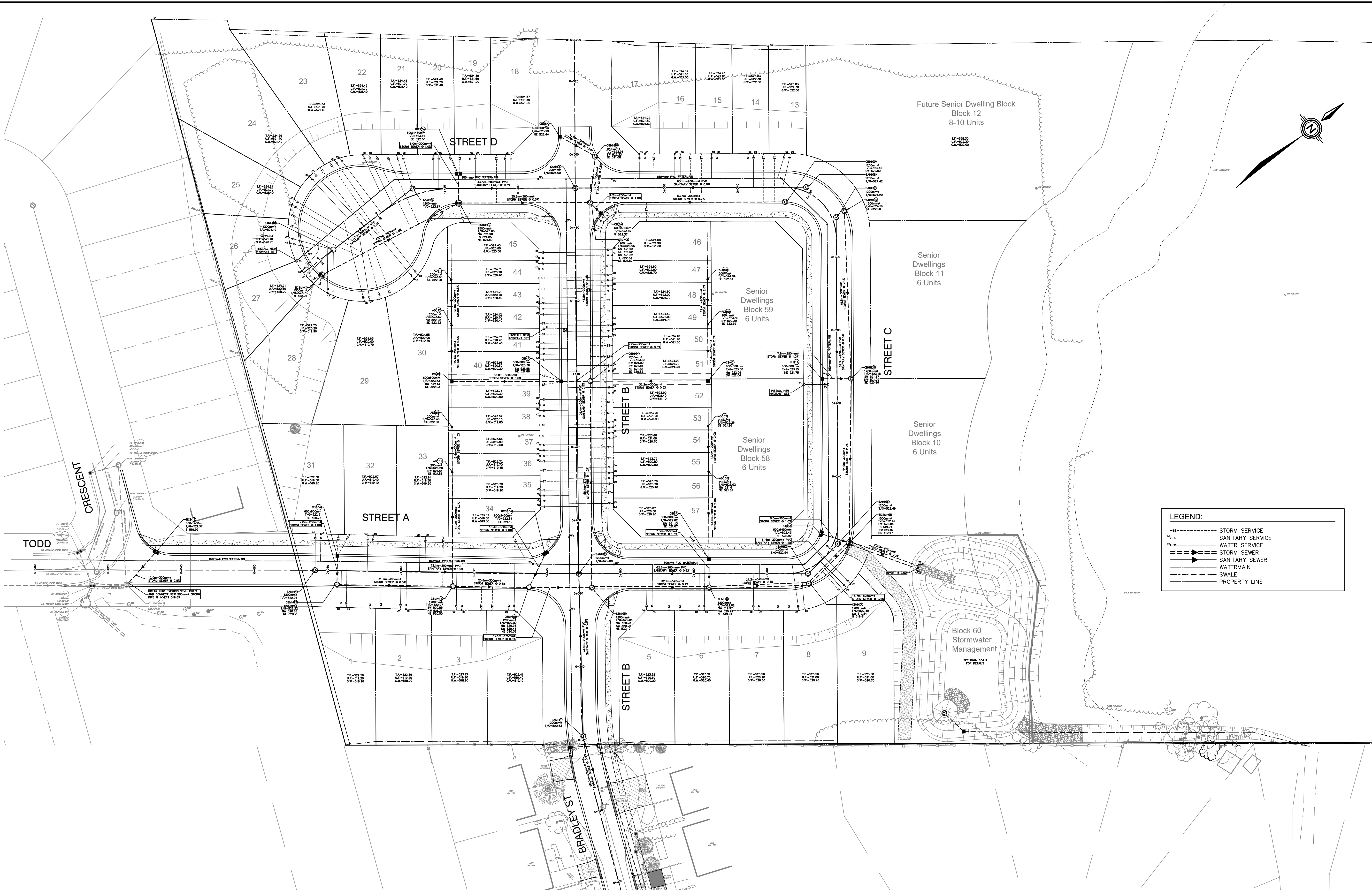
PROJECT No. A4165



00	—	COVERSHEET
01	—	EROSION, SEDIMENT CONTROL PLAN
02	—	GENERAL SERVICING PLAN
03	—	LOT GRADING PLAN
04	—	STREET A PLAN AND PROFILE, FROM STA 0+000 TO 0+195
05	—	STREET C PLAN AND PROFILE, FROM STA 0+195 TO 0+335
06	—	STREET D PLAN AND PROFILE, FROM STA 0+335 TO CUL DE SAC
07	—	STREET B PLAN AND PROFILE, FROM STA 0+320 TO 0+500
08	—	STORM SEWER DRAINAGE PLAN
09	—	SANITARY SEWER DRAINAGE PLAN
10	—	STORM WATER MANAGEMENT FACILITY PLAN
11	—	STORM WATER MANAGEMENT FACILITY PROFILE, SECTION AND DETAILS
12	—	NOTES AND DETAILS
13	—	COMPOSITE UTILITY PLAN







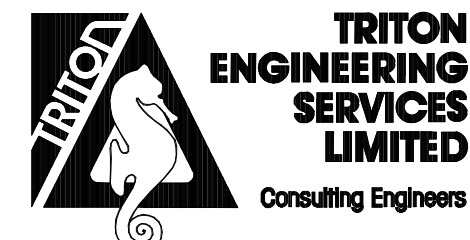
DISCLAIMERS:
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# YYYY/MM/DD ISSUED FOR XXXXX				X.X.X.
No	DATE	REVISION		INITIAL

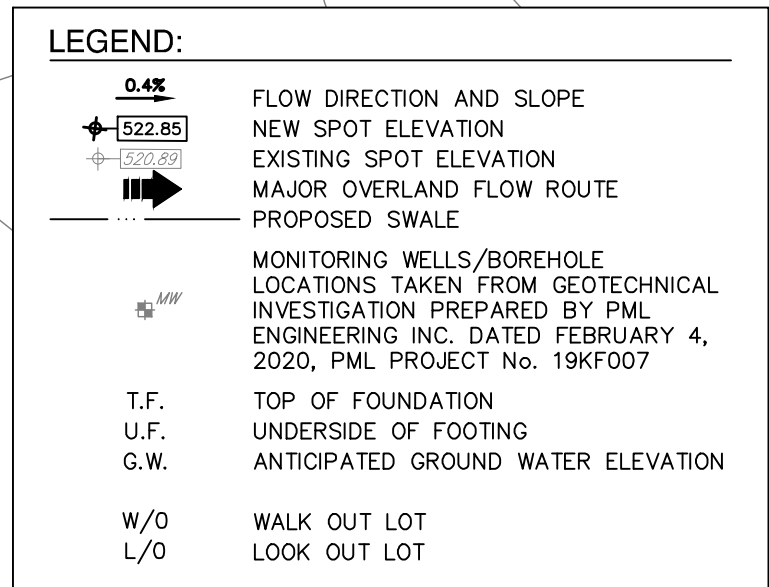
CONSTRUCTION OF
WHITE ROSE SUBDIVISION
PHASE 3
(DUNDALK, ON)
TOWNSHIP OF SOUTHGATE

TOWNSHIP OF SOUTHGATE
185667 GREY ROAD 9
HOPEVILLE, ON N0C 1B0
GENERAL SERVICING PLAN

PROJECT No	A4165
DESIGNED BY:	C.J.D.W.
CHECKED BY:	P.F.Z.
APPROVED BY:	R.K.
DATE:	AUGUST 2021




SCALE:
1:500 1:1000
(30'x24') (17'x11')
UNLESS OTHERWISE SHOWN
DRAWING NUMBER
02



#	YYYY/MM/DD	ISSUED FOR XXXXX	X.X.X.
No	DATE	REVISION	INITIAL

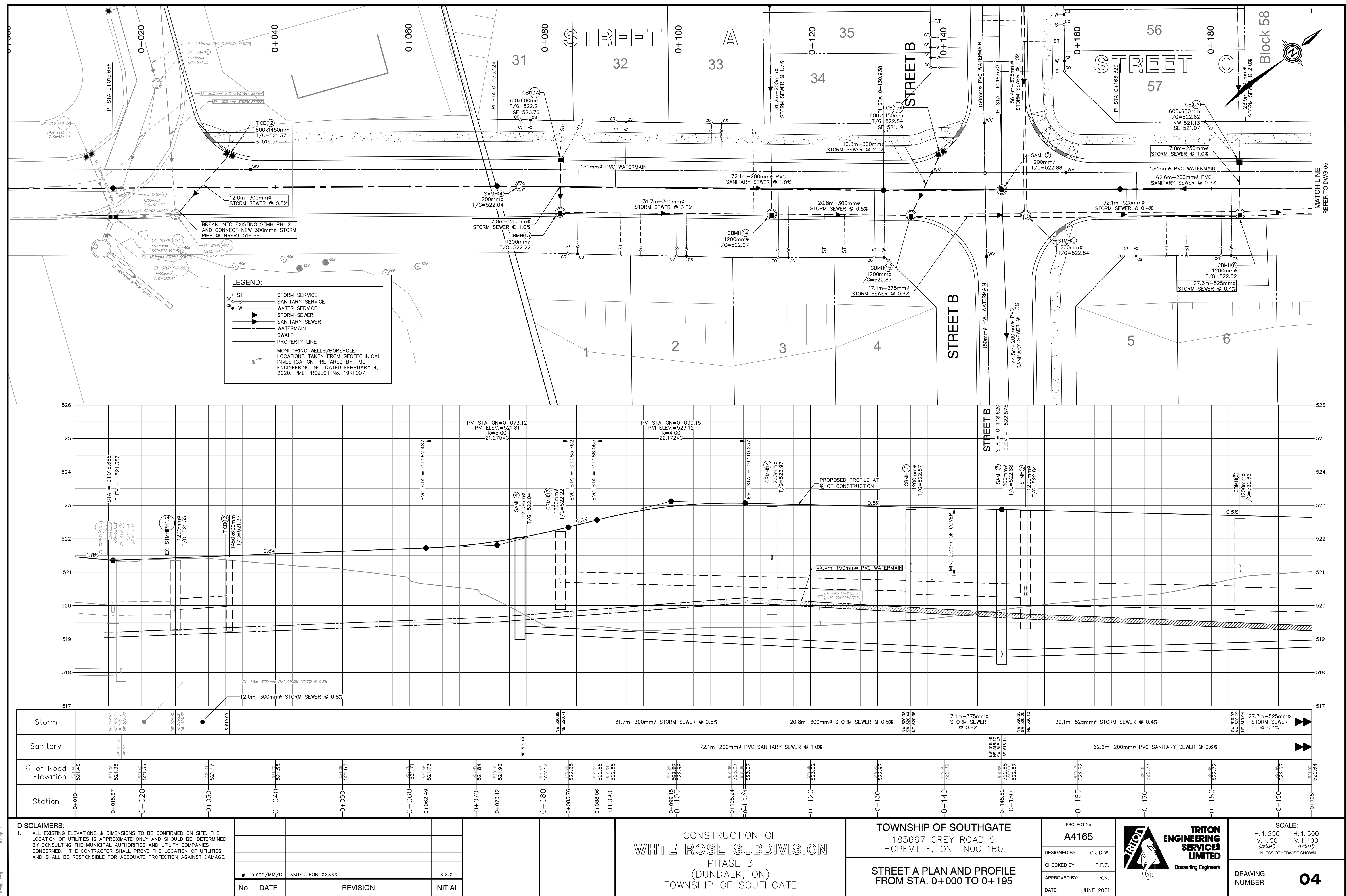
TOWNSHIP OF SOUTHGATE
185667 GREY ROAD 9
HOPEVILLE, ON N0C 1B0

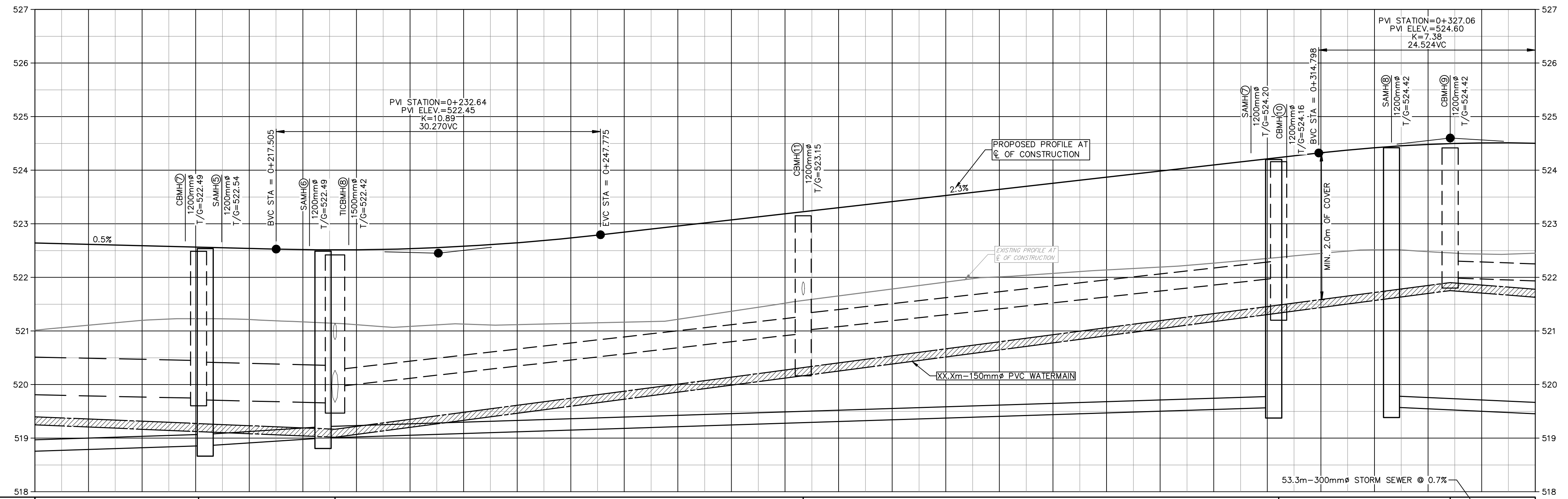
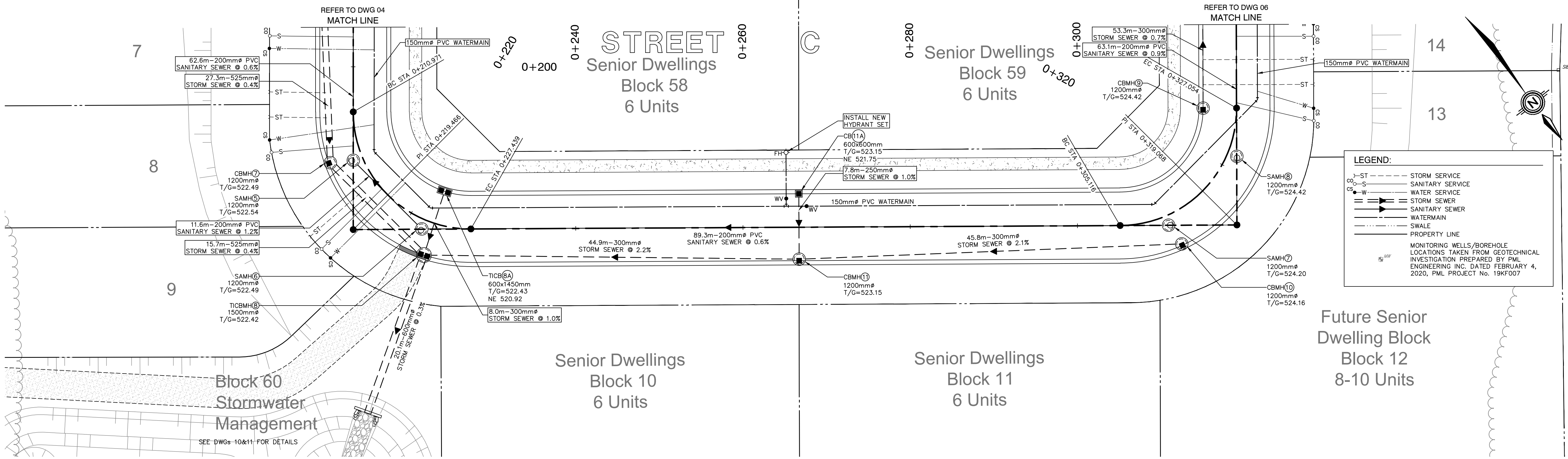
LOT GRADING PLAN



TRITON
ENGINEERING
SERVICES
LIMITED
Consulting Engineers

03





Storm	27.3m-525mm \varnothing STORM SEWER @ 0.4%	15.7m-525mm \varnothing STORM SEWER @ 0.4%	44.9m-300mm \varnothing STORM SEWER @ 2.2%	45.8m-300mm \varnothing STORM SEWER @ 2.1%	53.3m-300mm \varnothing STORM SEWER @ 0.7%
Sanitary	62.6m-200mm \varnothing PVC SANITARY SEWER @ 0.6%	11.6m-200mm \varnothing PVC SANITARY SEWER @ 1.2%	89.3m-200mm \varnothing PVC SANITARY SEWER @ 0.6%	63.1m-200mm \varnothing PVC SANITARY SEWER @ 0.9%	
C of Road Elevation	522.84	522.82	522.83	522.85	522.80
Station	0+195	0+200	0+210	0+220	0+230

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No	DATE	REVISION	INITIAL

CONSTRUCTION OF
WHITE ROSE SUBDIVISION
PHASE 3
(DUNDALK, ON)
TOWNSHIP OF SOUTHGATE

TOWNSHIP OF SOUTHGATE
185667 GREY ROAD 9
HOPEVILLE, ON N0C 1B0

STREET C PLAN AND PROFILE
FROM STA. 0+195 TO 0+335

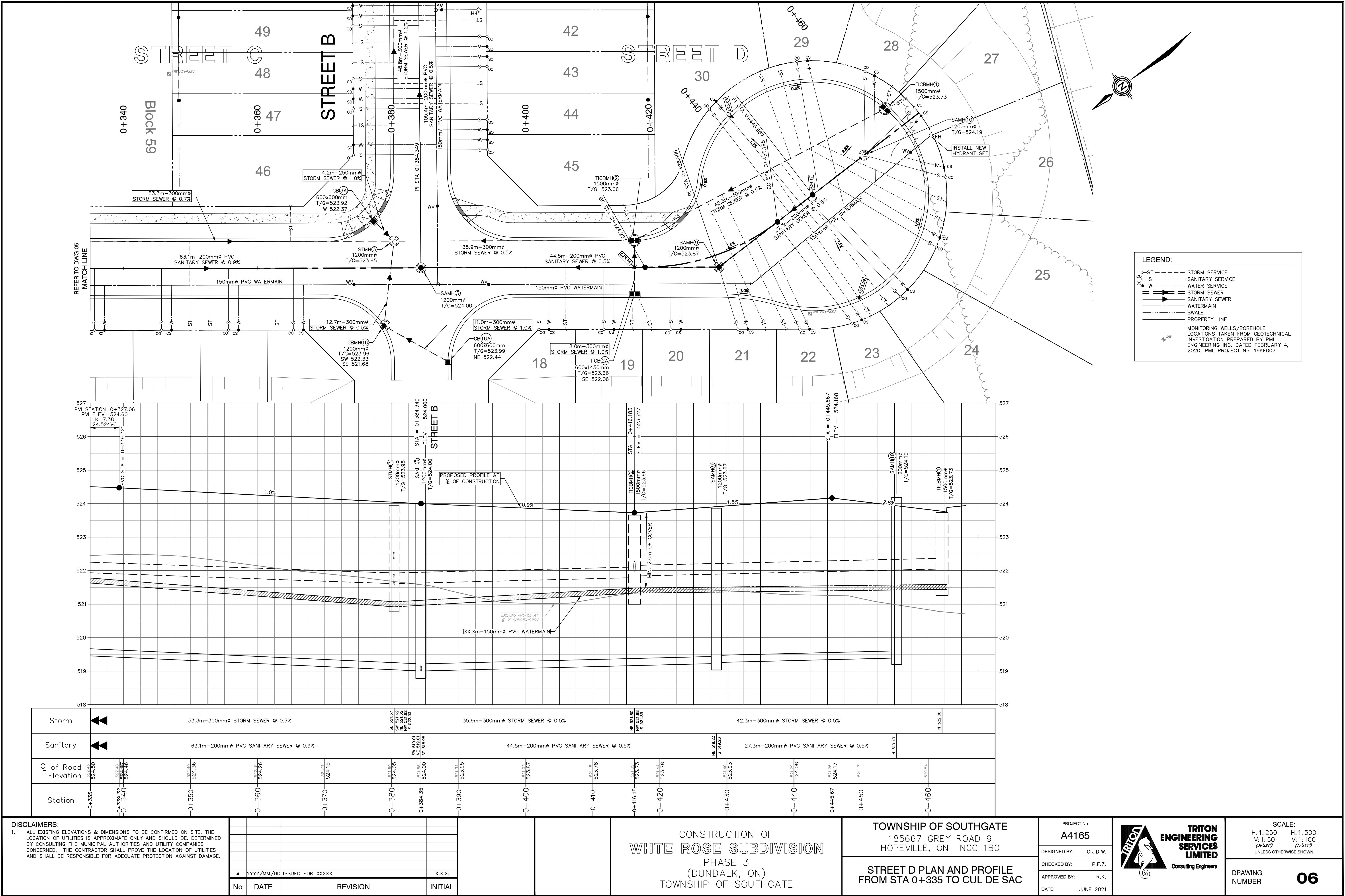
PROJECT No
A4165

DESIGNED BY: C.J.D.W.
CHECKED BY: P.F.Z.
APPROVED BY: R.K.
DATE: JUNE 2021

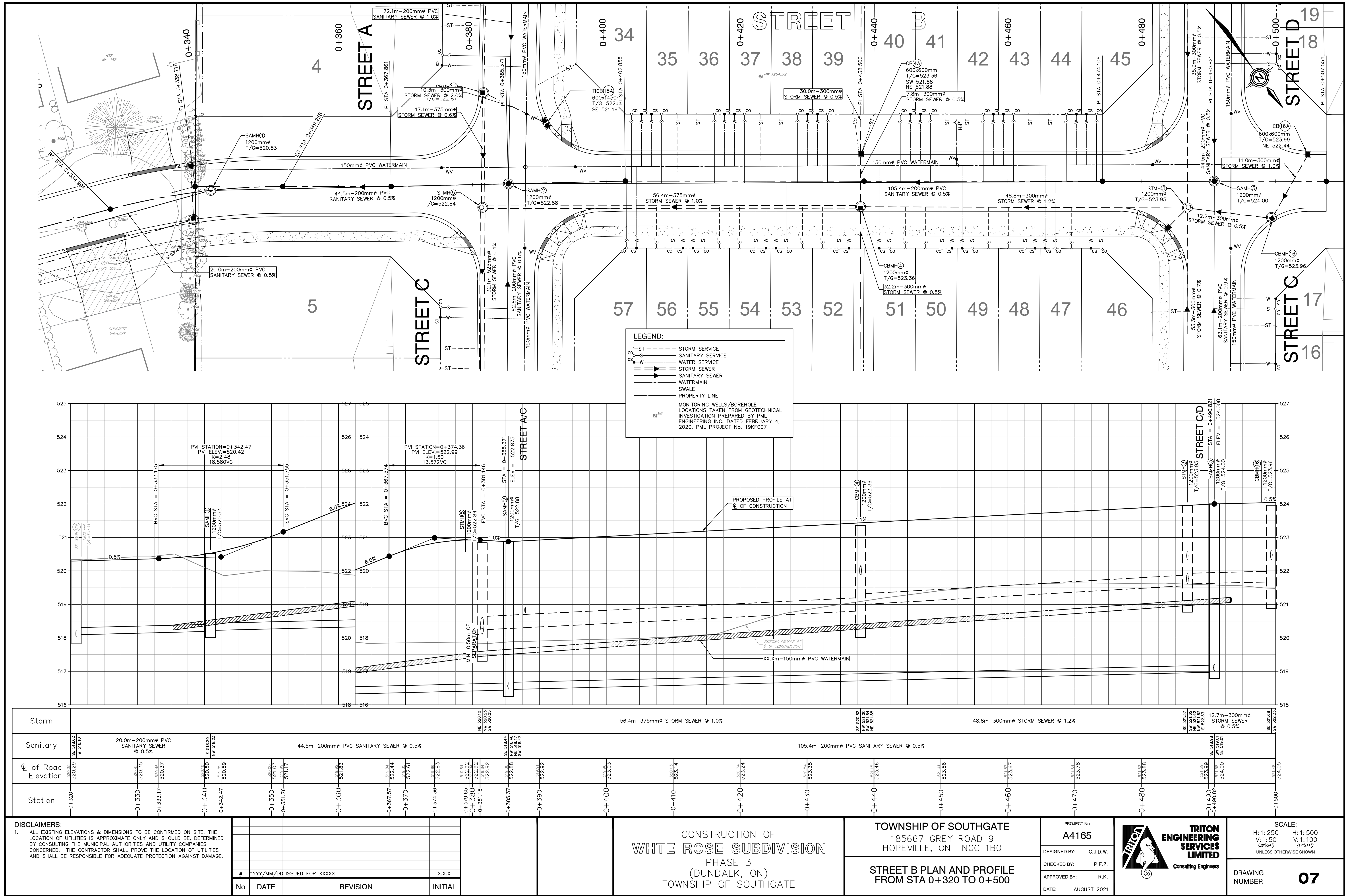
TRITON ENGINEERING SERVICES LIMITED
Consulting Engineers

SCALE:
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V:1:50 V:1:100
(8'x24") (17'x117")
UNLESS OTHERWISE SHOWN

DRAWING NUMBER
05



c:\southgate - map a41655 - white rose park phase 3 (plan today)\cadd and survey\3\interior\4165-mp2.dwg - 2021-07-08 - ewash



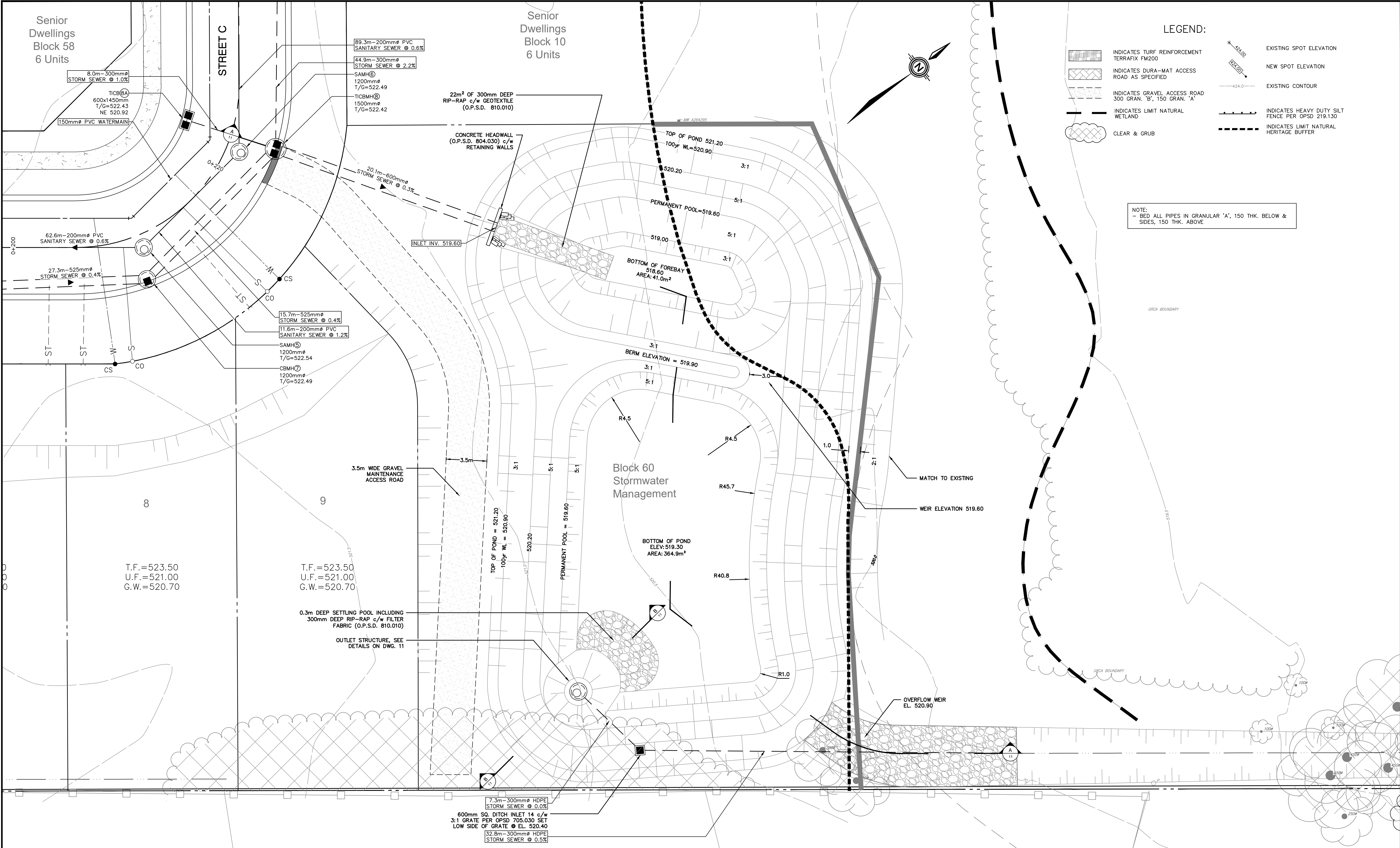
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LEGEND:

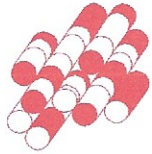
104	CATCHMENT ID
0.63	CATCHMENT AREA
60	POPULATION
	CATCHMENT AREA BOUNDARY

DISCLAIMERS: 1. ALL EXISTING ELEVATIONS & DIMENSIONS TO BE CONFIRMED ON SITE. THE LOCATION OF UTILITIES IS APPROXIMATE ONLY AND SHOULD BE DETERMINED BY CONSULTING THE MUNICIPAL AUTHORITIES AND UTILITY COMPANIES CONCERNED. THE CONTRACTOR SHALL PROVE THE LOCATION OF UTILITIES AND SHALL BE RESPONSIBLE FOR ADEQUATE PROTECTION AGAINST DAMAGE.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															</
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# YYYY/MM/DD ISSUED FOR XXXXX				X.X.X.									
No	DATE	REVISION		INITIAL									

ARCH full bleed D (36.00 x 24.00 inches)



September 14, 2021

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

Attention: Mr. Victor De Palma

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

Dear Mr. De Palma:

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

1.0 INTRODUCTION AND BACKGROUND

The subject property ("Site or Property") is located north of Bradley Street, in the town of Dundalk, Ontario. As part of construction activities scheduled to take place at the site, excess earth fill material will be required from off-site locations, and it was reported that approximately 3,000 m³ of excess soil would be required. Prior to the importation of earth fill materials, a review will be conducted to determine the environmental suitability of the earth fill material from each source site. Upon approval of a source site, soil sampling and chemical analysis will be conducted as soil arrives on site to meet the sampling requirements of Ontario Regulation 406/19 – Reuse of Excess Soil

2.0 SOIL MANAGEMENT

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

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

Terraprobe Inc.

Greater Toronto

11 Indell Lane
Brampton, Ontario L6T 3Y3
(905) 796-2650 Fax: 796-2250

Hamilton – Niagara

903 Barton Street, Unit 22
Stoney Creek, Ontario L8E 5P5
(905) 643-7560 Fax: 643-7559

Central Ontario

220 Bayview Drive, Unit 25
Barrie, Ontario L4N 4Y8
(705) 739-8355 Fax: 739-8369

Northern Ontario

1012 Kelly Lake Rd., Unit 1
Sudbury, Ontario P3E 5P4
(705) 670-0460 Fax: 670-0558

- *Ontario Ministry of Environment, Conservation and Parks. 2019. Regulation 347: General – Waste Management. Environmental Protection Act, R.S.O. 1990, c. E. 19 (O. Reg. 347)*

2.1 Ontario Regulation 406/19

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

2.2 Soil Sampling and Chemical Analysis

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

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

- A minimum of three (3) in-situ samples shall be analyzed if less than 600 m³ of soil will be excavated;
- If more than 600 cubic meters of soil will be excavated, at least one (1) in-situ soil sample shall be analyzed for each 200 cubic meters of soil for the first 10,000 cubic meters of soil to be excavated;

It has been estimated that approximately 3,000 m³ of soil will be required. Therefore, based on the expected volume of soil requiring off-site removal, under O.Reg 406/19, fifteen (15) samples will be required along with two (2) quality control/quality assurance (QC/QA) samples for laboratory testing purposes.

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

BULK ANALYSIS (export of excess soil)

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

SPLP ANALYSIS

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

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

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

3.0 BUDGET

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

ENVIRONMENTAL QUALITY ANALYSIS OF EXCESS SOIL

Assessment of Past Use

Report Review (per source site; 1 in total).....	\$ 875
Email correspondence (per source site, 1 in total).....	\$ 375
Engineering Analysis and Letter Report (for approved source sites, 1 in total).....	\$ 1,250

Chemical Analysis of Imported Soil

Environmental Technician 20 site visits @\$375	\$ 7,500
15 Soil Samples each @\$100 for M&I	\$ 1,500
15 Soil Samples each @\$165 for PHCs, BTEX & VOCs.....	\$ 2,475
15 Soil Samples each @\$110 for PAHs.....	\$ 1,650
2 Soil Sample each @\$375 for QC/QA	\$ 750
5 Soil Samples each @\$425 for TCLP analysis.....	\$ 2,125
22 Soil Samples each @\$7 for Sampling Supplies and Disposal.....	\$ 154
Project Management.....	\$ 900
Review and Analysis of Results, Drafting	\$ 575
Report Preparation	\$ 1,295

TOTAL SERVICES (HST extra).....\$ 21,424

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

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

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

4.0 CLOSURE FIRM EXPERIENCE

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

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

5.0 PROJECT TEAM

Mr. Samuel Oyedokun, P.Eng., PMP., QP_{ESA} – Project Lead (Environmental)

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

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

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

6.0 INSURANCE

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

7.0 CLOSURE

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

Terraprobe Inc.



Prakash Patel, C.E.T.
Project Manager



Samuel Oyedokun, P.Eng., PMP, QP_{ESA}
Associate, Environmental Engineering

October 4, 2021

PML Ref.: 19KF007
Report: 4

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

Dear Mr. De Palma

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

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

Methodology

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

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



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

Note:

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

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

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



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

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

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

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

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

Based on the test results provided, an area of approximately 12,290 m² between 0.0 to 3.0 m depth in the south area of the site as shown on the attached Source Site Plan, Drawing 1, is suitable for importation to the White Rose Residential Subdivision, Phase 3 for use as general fill, subject to geotechnical suitability.



An approximate area of 8,850 m² in the north area of the site as shown on the attached source Site Plan, Drawing 1, is indicated to be impacted or potentially impacted with salt (EC and/or SAR) and is not suitable for importation to the White Rose Residential Subdivision, Phase 3, except where it can be placed in roadways and/or as subsurface fill, and subject to the placement restrictions outlined in O.Reg. 406/19 as previously discussed. Additional sampling and analytical testing at the Source Site can be undertaken by the Source Site QP to further delineate the extent of the SAR impacts and to refine the quantity estimates.

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

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

It is recommended that the audit sampling of all imported excess soil be carried out to verify that the environmental quality of the excess soil meets the applicable ESQs. Sampling and analytical testing should be at a minimum frequency of 1 sample for 2,000 m³.

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

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

Sincerely

Peto MacCallum Ltd.

A handwritten signature in blue ink, appearing to read 'SAG', is located below the name Scott Jeffrey.

Scott Jeffrey, P.Eng., QP_{ESA}, LEED_{GA}
Senior Associate
Regional Manager, Geotechnical and Geoenvironmental Services

SJ:ld

Enclosure(s):

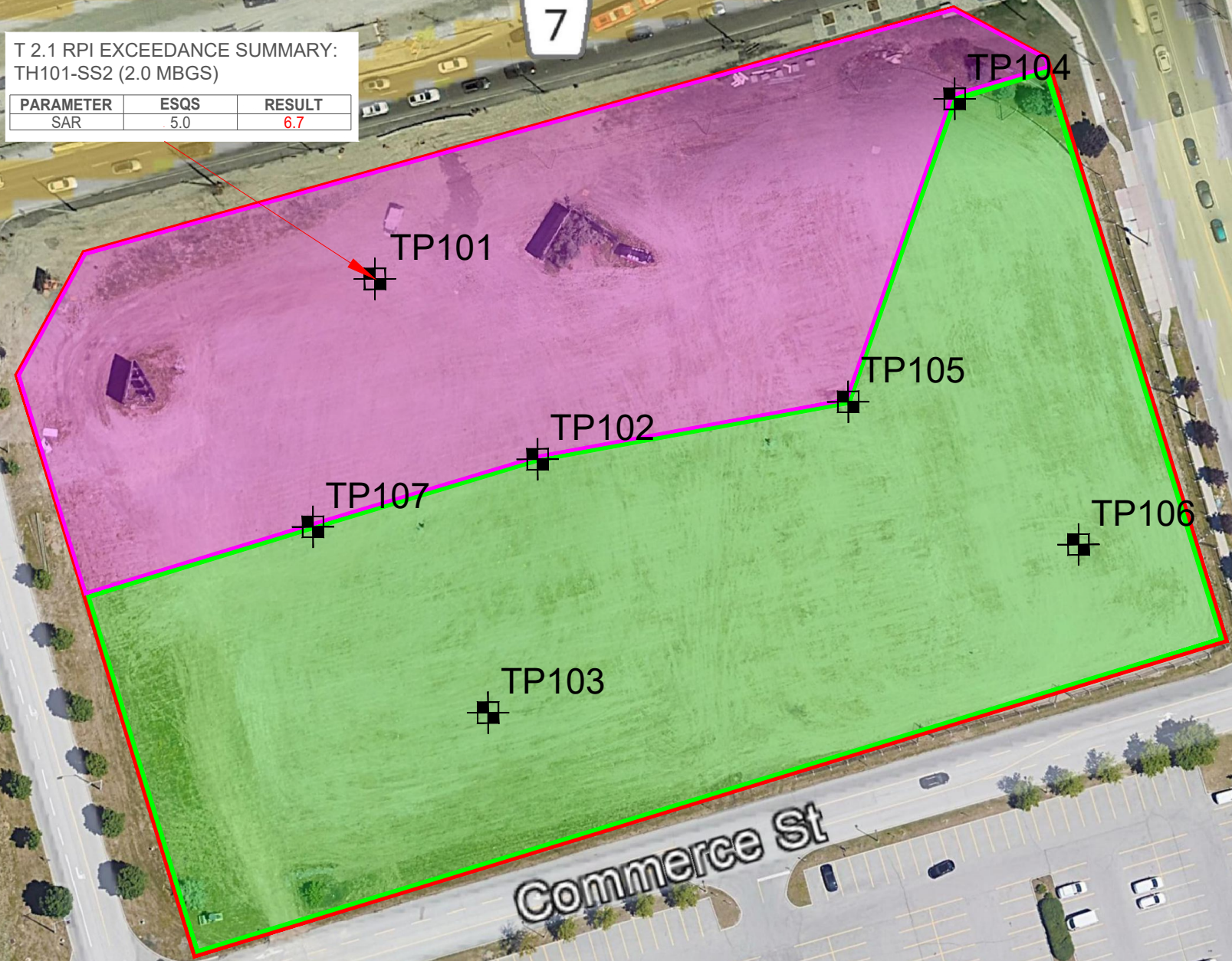
Drawing 1 – Source Site Plan Southwest Corner of Highway 7 and Interchange Way, Vaughan, Ontario
Appendix A – Source Site Data
Appendix B – Statement of Limitations

Distribution (via email):

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

T 2.1 RPI EXCEEDANCE SUMMARY:
TH101-SS2 (2.0 MBGS)

PARAMETER	ESQS	RESULT
SAR	5.0	6.7



KEY PLAN
VAUGHAN, ONTARIO

LEGEND:

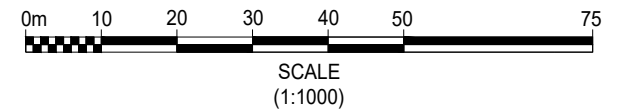
- TESTPIT LOCATION (EXP SERVICES INC.)
- APPROXIMATE SITE BOUNDARY

SOURCE OF EXCESS SOIL:

- APPROXIMATE EXCAVATION AREA LIMITS APPROVED FOR IMPORTATION TO WHITE ROSE RESIDENTIAL SUBDIVISION, PHASE 3, FROM DEPTHS 0 TO 3.0 m (APPROXIMATELY 12920 m²)
- APPROXIMATE AREA NOT SUITABLE FOR IMPORTATION TO WHITE ROSE RESIDENTIAL SUBDIVISION, PHASE 3, EXCEPT FOR USE WITHIN ROADWAYS OR AS SUBSURFACE FILL BELOW 1.5 M DEPTH (APPROXIMATELY 8850 m²)

REFERENCE:

PLAN PRODUCED FROM EXCESS SOIL SAMPLING PROGRAM FOR IMPORTATION TO THE ROADS AT WATERSANDS SUBDIVISION, CITY OF BARRIE AND TOWN OF INNSFIL - TEST PIT LOCATION PLAN, PREPARED BY EXP SERVICES INC., DRAWING NO. 1, DATED 06/2021.



EXCESS SOIL MANAGEMENT - SOURCE SITE REVIEW
WHITE ROSE PARK SUBDIVISION
DUNDALK, ONTARIO

SOURCE SITE PLAN: SOUTHWEST CORNER OF HIGHWAY 7
AND INTERCHANGE WAY, VAUGHAN, ONTARIO



DRAWN	FH	DATE	SCALE	PML REF.	DRAWING NO.
CHECKED	SJ	OCT 2021	AS SHOWN	19KF007	1
APPROVED	SJ				



APPENDIX A

SOURCE SITE DATA



June 21, 2021

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

Attention: Mr. Angelo Macchiusi

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

Dear Mr. Macchiusi:

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

1 Scope of Work

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

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

2 Assessment Criteria

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Table 3.1 – applicable to sites with non-potable groundwater and full depth restoration;

Table 4.1 – applicable to sites with potable groundwater and stratified restoration;

Table 5.1 – applicable to sites with non-potable groundwater and stratified restoration;

Table 6.1 – applicable to sites with potable groundwater and shallow soils;

Table 7.1 – applicable to sites with non-potable groundwater and shallow soils;

Table 8.1 – applicable to sites with potable groundwater and that are within 30 m of a water body; and,

Table 9.1 – applicable to sites with non-potable groundwater and that are within 30 m of a water body.

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

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

3 Methodology

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

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

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

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

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

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

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

4 Analytical Results

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

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

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

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

* DL(s) – Detection Limit(s)

The results indicate the following:

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

The Certificate of Analysis is presented in the Appendix A.

5 Conclusion and Recommendations

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

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

EXP Services Inc.



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



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

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

Attachments

Figure 1 – Soil Sampling Plan

Appendix A – Certificate of Analysis

6 References

1. Ministry of the Environment and Climate Change [MECP] (1996) Guidance on Sampling and Analytical Methods for Use at Contaminated Sites in Ontario. Ontario Ministry of the Environment, December 1996.
2. MECP (2011a) Protocol for Analytical Methods Used in the Assessment of Properties under Part XV.1 of the Environmental Protection Act. Ontario Ministry of the Environment, March 2004, amended as of July 1, 2011.
3. MECP (2011) Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act. Ontario Ministry of the Environment, April 15, 2010.
4. Ontario Regulation 153/04 and Ontario Regulation 406/19, made under the Environmental Protection Act, May 2004, amended.
5. Golder Associates Inc., Phase One Environmental Site Assessment, Block 3 North, Part of Lot 5, Concession 5, designated as Part 1 on Draft Plan, Vaughan, Ontario, dated August 2018.

Figure 1– Sampling Location Plan



Proposed Test Pit

Approximate Site Boundary

EXP Services Inc.

t: +1.905.793.9800 | f: +1.905.793.0641
1595 Clark Boulevard
Brampton, ON L6T 4V1
Canada
www.exp.com

• BUILDINGS • EARTH & ENVIRONMENT • ENERGY •

• INDUSTRIAL • INFRASTRUCTURE • SUSTAINABILITY •

N

TITLE AND LOCATION:

TEST PIT LOCATION PLAN

Festival - Highway 7 and Interchange Way

Vaughan, Ontario

83

PROJECT No.	GTR-00038305-00	DWN	AC
SCALE	AS NOTED	CHKD	SL
DATE	MAY 2021	FIG. No.	1

Appendix A – Certificate of Analysis



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

Attention: Samuel Lee

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

Report Date: 2021/06/15

Report #: R6677188

Version: 3 - Final

CERTIFICATE OF ANALYSIS

BV LABS JOB #: C1F6621

Received: 2021/06/08, 15:32

Sample Matrix: Soil
 # Samples Received: 13

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

Remarks:

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

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

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



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

Attention: Samuel Lee

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

Report Date: 2021/06/15

Report #: R6677188

Version: 3 - Final

CERTIFICATE OF ANALYSIS

BV LABS JOB #: C1F6621

Received: 2021/06/08, 15:32

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

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

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

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

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

(2) No lab extraction date is given for F1BTEX & VOC samples that are field preserved with methanol. Extraction date is the date sampled unless otherwise stated.

(3) All CCME PHC results met required criteria unless otherwise stated in the report. The CWS PHC methods employed by Bureau Veritas Laboratories conform to all prescribed elements of the reference method and performance based elements have been validated. All modifications have been validated and proven equivalent following "Alberta Environment's Interpretation of the Reference Method for the Canada-Wide Standard for Petroleum Hydrocarbons in Soil Validation of Performance-Based Alternative Methods September 2003". Documentation is available upon request. Modifications from Reference Method for the Canada-wide Standard for Petroleum Hydrocarbons in Soil-Tier 1 Method: F2/F3/F4 data reported using validated cold solvent extraction instead of Soxhlet extraction.

Encryption Key

Please direct all questions regarding this Certificate of Analysis to your Project Manager.

Patricia Legette, Project Manager

Email: Patricia.Legette@bureauveritas.com

Phone# (905)817-5799

=====

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

Total Cover Pages : 2

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Bureau Veritas Laboratories 6740 Campobello Road, Mississauga, Ontario, L5N 2L8 Tel: (905) 817-5700 Toll-Free: 800-563-6266 Fax: (905) 817-5777 www.bvlabs.com



BV Labs Job #: C1F6621
Report Date: 2021/06/15

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

O.REG 153 METALS & INORGANICS PKG (SOIL)

BV Labs ID		PTY941		PTY942		PTY943		
Sampling Date		2021/06/07		2021/06/07		2021/06/07		
COC Number		830822-01-01		830822-01-01		830822-01-01		
	UNITS	TH101-SS1	QC Batch	TH101-SS2	QC Batch	TH102-SS1	RDL	QC Batch
Calculated Parameters								
Sodium Adsorption Ratio	N/A	2.7	7397410	6.7	7397410	0.61		7397410
Inorganics								
Conductivity	mS/cm	0.47	7402251	0.34	7402251	0.26	0.002	7402496
Available (CaCl ₂) pH	pH	7.51	7402672	7.60	7402449	7.84		7402449
WAD Cyanide (Free)	ug/g	<0.01	7400901	<0.01	7402311	<0.01	0.01	7402271
Chromium (VI)	ug/g	<0.18	7402549	<0.18	7402549	<0.18	0.18	7402549
Metals								
Hot Water Ext. Boron (B)	ug/g	0.60	7400861	0.085	7400861	0.10	0.050	7400861
Acid Extractable Antimony (Sb)	ug/g	<0.20	7400759	<0.20	7400759	<0.20	0.20	7400759
Acid Extractable Arsenic (As)	ug/g	2.9	7400759	2.5	7400759	1.9	1.0	7400759
Acid Extractable Barium (Ba)	ug/g	100	7400759	79	7400759	43	0.50	7400759
Acid Extractable Beryllium (Be)	ug/g	0.71	7400759	0.48	7400759	0.25	0.20	7400759
Acid Extractable Boron (B)	ug/g	7.7	7400759	5.4	7400759	<5.0	5.0	7400759
Acid Extractable Cadmium (Cd)	ug/g	0.18	7400759	<0.10	7400759	<0.10	0.10	7400759
Acid Extractable Chromium (Cr)	ug/g	25	7400759	23	7400759	9.9	1.0	7400759
Acid Extractable Cobalt (Co)	ug/g	9.7	7400759	8.4	7400759	4.1	0.10	7400759
Acid Extractable Copper (Cu)	ug/g	20	7400759	18	7400759	8.8	0.50	7400759
Acid Extractable Lead (Pb)	ug/g	15	7400759	8.1	7400759	4.1	1.0	7400759
Acid Extractable Molybdenum (Mo)	ug/g	<0.50	7400759	<0.50	7400759	<0.50	0.50	7400759
Acid Extractable Nickel (Ni)	ug/g	22	7400759	20	7400759	8.3	0.50	7400759
Acid Extractable Selenium (Se)	ug/g	<0.50	7400759	<0.50	7400759	<0.50	0.50	7400759
Acid Extractable Silver (Ag)	ug/g	<0.20	7400759	<0.20	7400759	<0.20	0.20	7400759
Acid Extractable Thallium (Tl)	ug/g	0.17	7400759	0.13	7400759	0.067	0.050	7400759
Acid Extractable Uranium (U)	ug/g	0.58	7400759	0.57	7400759	0.36	0.050	7400759
Acid Extractable Vanadium (V)	ug/g	35	7400759	28	7400759	16	5.0	7400759
Acid Extractable Zinc (Zn)	ug/g	59	7400759	36	7400759	24	5.0	7400759
Acid Extractable Mercury (Hg)	ug/g	<0.050	7400759	<0.050	7400759	<0.050	0.050	7400759
RDL = Reportable Detection Limit								
QC Batch = Quality Control Batch								

O.REG 153 METALS & INORGANICS PKG (SOIL)

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



BV Labs Job #: C1F6621
Report Date: 2021/06/15

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

O.REG 153 METALS & INORGANICS PKG (SOIL)

BV Labs ID		PTY947		PTY948		PTY949		
Sampling Date		2021/06/07		2021/06/07		2021/06/07		
COC Number		830822-01-01		830822-01-01		830822-01-01		
	UNITS	TH104-SS2	QC Batch	TH105-SS1	QC Batch	TH105-SS2	RDL	QC Batch
Calculated Parameters								
Sodium Adsorption Ratio	N/A	0.54	7397410	0.55	7397410	0.55		7397410
Inorganics								
Conductivity	mS/cm	0.47	7402251	0.25	7402251	0.24	0.002	7402251
Available (CaCl ₂) pH	pH	7.69	7402449	7.62	7402449	7.67		7402449
WAD Cyanide (Free)	ug/g	<0.01	7400901	<0.01	7402271	<0.01	0.01	7400901
Chromium (VI)	ug/g	<0.18	7402549	<0.18	7402549	<0.18	0.18	7402549
Metals								
Hot Water Ext. Boron (B)	ug/g	0.055	7400861	<0.050	7400861	0.081	0.050	7400861
Acid Extractable Antimony (Sb)	ug/g	<0.20	7400759	<0.20	7400759	<0.20	0.20	7400759
Acid Extractable Arsenic (As)	ug/g	3.0	7400759	1.9	7400759	3.0	1.0	7400759
Acid Extractable Barium (Ba)	ug/g	71	7400759	62	7400759	75	0.50	7400759
Acid Extractable Beryllium (Be)	ug/g	0.53	7400759	0.44	7400759	0.42	0.20	7400759
Acid Extractable Boron (B)	ug/g	6.6	7400759	6.0	7400759	6.9	5.0	7400759
Acid Extractable Cadmium (Cd)	ug/g	<0.10	7400759	0.13	7400759	<0.10	0.10	7400759
Acid Extractable Chromium (Cr)	ug/g	18	7400759	17	7400759	18	1.0	7400759
Acid Extractable Cobalt (Co)	ug/g	9.4	7400759	6.5	7400759	6.8	0.10	7400759
Acid Extractable Copper (Cu)	ug/g	21	7400759	15	7400759	16	0.50	7400759
Acid Extractable Lead (Pb)	ug/g	13	7400759	7.4	7400759	8.7	1.0	7400759
Acid Extractable Molybdenum (Mo)	ug/g	0.80	7400759	<0.50	7400759	<0.50	0.50	7400759
Acid Extractable Nickel (Ni)	ug/g	24	7400759	15	7400759	16	0.50	7400759
Acid Extractable Selenium (Se)	ug/g	<0.50	7400759	<0.50	7400759	<0.50	0.50	7400759
Acid Extractable Silver (Ag)	ug/g	<0.20	7400759	<0.20	7400759	<0.20	0.20	7400759
Acid Extractable Thallium (Tl)	ug/g	0.17	7400759	0.11	7400759	0.12	0.050	7400759
Acid Extractable Uranium (U)	ug/g	0.69	7400759	0.48	7400759	0.57	0.050	7400759
Acid Extractable Vanadium (V)	ug/g	24	7400759	23	7400759	23	5.0	7400759
Acid Extractable Zinc (Zn)	ug/g	42	7400759	40	7400759	33	5.0	7400759
Acid Extractable Mercury (Hg)	ug/g	<0.050	7400759	<0.050	7400759	<0.050	0.050	7400759
RDL = Reportable Detection Limit								
QC Batch = Quality Control Batch								



BV Labs Job #: C1F6621
Report Date: 2021/06/15

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

O.REG 153 METALS & INORGANICS PKG (SOIL)

BV Labs ID		PTY949			PTY950			PTY950		
Sampling Date		2021/06/07			2021/06/07			2021/06/07		
COC Number		830822-01-01			830822-01-01			830822-01-01		
	UNITS	TH105-SS2 Lab-Dup	RDL	QC Batch	TH1050-SS2	RDL	QC Batch	TH1050-SS2 Lab-Dup	RDL	QC Batch

Calculated Parameters

Sodium Adsorption Ratio	N/A				0.41		7397410			
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Inorganics

Conductivity	mS/cm				0.23	0.002	7402496	0.26	0.002	7402496
Available (CaCl2) pH	pH				7.71		7402449			
WAD Cyanide (Free)	ug/g				<0.01	0.01	7400901			
Chromium (VI)	ug/g				<0.18	0.18	7402549			

Metals

Hot Water Ext. Boron (B)	ug/g	0.088	0.050	7400861	<0.050	0.050	7400861			
Acid Extractable Antimony (Sb)	ug/g				<0.20	0.20	7400759			
Acid Extractable Arsenic (As)	ug/g				2.2	1.0	7400759			
Acid Extractable Barium (Ba)	ug/g				87	0.50	7400759			
Acid Extractable Beryllium (Be)	ug/g				0.47	0.20	7400759			
Acid Extractable Boron (B)	ug/g				6.7	5.0	7400759			
Acid Extractable Cadmium (Cd)	ug/g				0.12	0.10	7400759			
Acid Extractable Chromium (Cr)	ug/g				19	1.0	7400759			
Acid Extractable Cobalt (Co)	ug/g				8.5	0.10	7400759			
Acid Extractable Copper (Cu)	ug/g				17	0.50	7400759			
Acid Extractable Lead (Pb)	ug/g				8.5	1.0	7400759			
Acid Extractable Molybdenum (Mo)	ug/g				<0.50	0.50	7400759			
Acid Extractable Nickel (Ni)	ug/g				20	0.50	7400759			
Acid Extractable Selenium (Se)	ug/g				<0.50	0.50	7400759			
Acid Extractable Silver (Ag)	ug/g				<0.20	0.20	7400759			
Acid Extractable Thallium (Tl)	ug/g				0.14	0.050	7400759			
Acid Extractable Uranium (U)	ug/g				0.54	0.050	7400759			
Acid Extractable Vanadium (V)	ug/g				26	5.0	7400759			
Acid Extractable Zinc (Zn)	ug/g				40	5.0	7400759			
Acid Extractable Mercury (Hg)	ug/g				<0.050	0.050	7400759			

RDL = Reportable Detection Limit

QC Batch = Quality Control Batch

Lab-Dup = Laboratory Initiated Duplicate

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BV Labs Job #: C1F6621

Report Date: 2021/06/15

exp Services Inc

Client Project #: GTR-00038305-00

Site Location: Highway 7 and Interchange Way

Sampler Initials: JV

O.REG 153 METALS & INORGANICS PKG (SOIL)

BV Labs ID		PTY951		PTY952		PTY953		
Sampling Date		2021/06/07		2021/06/07		2021/06/07		
COC Number		830822-02-01		830822-02-01		830822-02-01		
	UNITS	TH106-SS1	QC Batch	TH106-SS2	QC Batch	TH107-SS1	RDL	QC Batch

Calculated Parameters

Sodium Adsorption Ratio	N/A	1.0	7397410	0.46	7397410	1.4		7397410
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Inorganics

Conductivity	mS/cm	0.20	7402500	0.17	7402262	0.36	0.002	7402496
Available (CaCl2) pH	pH	7.48	7402449	7.73	7402449	7.65		7402449
WAD Cyanide (Free)	ug/g	<0.01	7400901	<0.01	7400901	<0.01	0.01	7400901
Chromium (VI)	ug/g	<0.18	7402549	<0.18	7402549	<0.18	0.18	7402276

Metals

Hot Water Ext. Boron (B)	ug/g	0.18	7402344	<0.050	7400861	0.11	0.050	7400861
Acid Extractable Antimony (Sb)	ug/g	<0.20	7402396	<0.20	7400759	<0.20	0.20	7400759
Acid Extractable Arsenic (As)	ug/g	3.0	7402396	2.3	7400759	2.1	1.0	7400759
Acid Extractable Barium (Ba)	ug/g	140	7402396	66	7400759	59	0.50	7400759
Acid Extractable Beryllium (Be)	ug/g	0.83	7402396	0.39	7400759	0.42	0.20	7400759
Acid Extractable Boron (B)	ug/g	9.3	7402396	6.1	7400759	6.4	5.0	7400759
Acid Extractable Cadmium (Cd)	ug/g	0.15	7402396	0.11	7400759	<0.10	0.10	7400759
Acid Extractable Chromium (Cr)	ug/g	29	7402396	15	7400759	16	1.0	7400759
Acid Extractable Cobalt (Co)	ug/g	12	7402396	6.5	7400759	7.2	0.10	7400759
Acid Extractable Copper (Cu)	ug/g	23	7402396	14	7400759	16	0.50	7400759
Acid Extractable Lead (Pb)	ug/g	11	7402396	6.7	7400759	7.0	1.0	7400759
Acid Extractable Molybdenum (Mo)	ug/g	<0.50	7402396	<0.50	7400759	<0.50	0.50	7400759
Acid Extractable Nickel (Ni)	ug/g	27	7402396	15	7400759	17	0.50	7400759
Acid Extractable Selenium (Se)	ug/g	<0.50	7402396	<0.50	7400759	<0.50	0.50	7400759
Acid Extractable Silver (Ag)	ug/g	<0.20	7402396	<0.20	7400759	<0.20	0.20	7400759
Acid Extractable Thallium (Tl)	ug/g	0.18	7402396	0.13	7400759	0.13	0.050	7400759
Acid Extractable Uranium (U)	ug/g	0.62	7402396	0.51	7400759	0.49	0.050	7400759
Acid Extractable Vanadium (V)	ug/g	39	7402396	22	7400759	24	5.0	7400759
Acid Extractable Zinc (Zn)	ug/g	55	7402396	37	7400759	38	5.0	7400759
Acid Extractable Mercury (Hg)	ug/g	<0.050	7402396	<0.050	7400759	<0.050	0.050	7400759

RDL = Reportable Detection Limit

QC Batch = Quality Control Batch

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BV Labs Job #: C1F6621

Report Date: 2021/06/15

exp Services Inc

Client Project #: GTR-00038305-00

Site Location: Highway 7 and Interchange Way

Sampler Initials: JV

O.REG 153 PAHS (SOIL)

BV Labs ID		PTY941	PTY942	PTY943	PTY944			PTY944		
Sampling Date		2021/06/07	2021/06/07	2021/06/07	2021/06/07			2021/06/07		
COC Number		830822-01-01	830822-01-01	830822-01-01	830822-01-01			830822-01-01		
	UNITS	TH101-SS1	TH101-SS2	TH102-SS1	TH103-SS1	RDL	QC Batch	TH103-SS1 Lab-Dup	RDL	QC Batch

Calculated Parameters

Methylnaphthalene, 2-(1-)	ug/g	<0.0071	<0.0071	<0.0071	<0.0071	0.0071	7397411			
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Polyaromatic Hydrocarbons

Acenaphthene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Acenaphthylene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Anthracene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Benzo(a)anthracene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Benzo(a)pyrene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Benzo(b,j)fluoranthene	ug/g	0.0082	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Benzo(g,h,i)perylene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Benzo(k)fluoranthene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Chrysene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Dibenzo(a,h)anthracene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Fluoranthene	ug/g	0.0075	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Fluorene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Indeno(1,2,3-cd)pyrene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
1-Methylnaphthalene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
2-Methylnaphthalene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Naphthalene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Phenanthrene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Pyrene	ug/g	0.0060	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346

Surrogate Recovery (%)

D10-Anthracene	%	90	90	90	90		7401346	84		7401346
D14-Terphenyl (FS)	%	88	88	88	89		7401346	84		7401346
D8-Acenaphthylene	%	91	85	87	89		7401346	80		7401346

RDL = Reportable Detection Limit

QC Batch = Quality Control Batch

Lab-Dup = Laboratory Initiated Duplicate

BUREAU
VERITAS

BV Labs Job #: C1F6621

Report Date: 2021/06/15

exp Services Inc

Client Project #: GTR-00038305-00

Site Location: Highway 7 and Interchange Way

Sampler Initials: JV

O.REG 153 PAHS (SOIL)

BV Labs ID		PTY945	PTY946	PTY947	PTY948	PTY949	PTY950		
Sampling Date		2021/06/07	2021/06/07	2021/06/07	2021/06/07	2021/06/07	2021/06/07		
COC Number		830822-01-01	830822-01-01	830822-01-01	830822-01-01	830822-01-01	830822-01-01		
	UNITS	TH103-SS2	TH104-SS1	TH104-SS2	TH105-SS1	TH105-SS2	TH1050-SS2	RDL	QC Batch

Calculated Parameters

Methylnaphthalene, 2-(1-)	ug/g	<0.0071	<0.0071	<0.0071	<0.0071	<0.0071	<0.0071	0.0071	7397411
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Polyaromatic Hydrocarbons

Acenaphthene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Acenaphthylene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Anthracene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Benzo(a)anthracene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Benzo(a)pyrene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Benzo(b,j)fluoranthene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Benzo(g,h,i)perylene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Benzo(k)fluoranthene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Chrysene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Dibenzo(a,h)anthracene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Fluoranthene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Fluorene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Indeno(1,2,3-cd)pyrene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
1-Methylnaphthalene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
2-Methylnaphthalene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Naphthalene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Phenanthrene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Pyrene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346

Surrogate Recovery (%)

D10-Anthracene	%	90	92	90	91	88	91		7401346
D14-Terphenyl (FS)	%	87	89	87	87	88	89		7401346
D8-Acenaphthylene	%	86	90	87	89	87	85		7401346

RDL = Reportable Detection Limit

QC Batch = Quality Control Batch



BUREAU
VERITAS

BV Labs Job #: C1F6621

Report Date: 2021/06/15

exp Services Inc

Client Project #: GTR-00038305-00

Site Location: Highway 7 and Interchange Way

Sampler Initials: JV

O.REG 153 PAHS (SOIL)

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



BUREAU
VERITAS

BV Labs Job #: C1F6621

Report Date: 2021/06/15

exp Services Inc

Client Project #: GTR-00038305-00

Site Location: Highway 7 and Interchange Way

Sampler Initials: JV

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

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

BUREAU
VERITAS

BV Labs Job #: C1F6621

Report Date: 2021/06/15

exp Services Inc

Client Project #: GTR-00038305-00

Site Location: Highway 7 and Interchange Way

Sampler Initials: JV

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

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

BUREAU
VERITAS

BV Labs Job #: C1F6621

Report Date: 2021/06/15

exp Services Inc

Client Project #: GTR-00038305-00

Site Location: Highway 7 and Interchange Way

Sampler Initials: JV

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

BV Labs ID		PTY948		PTY949	PTY950		PTY951		PTY952		
Sampling Date		2021/06/07		2021/06/07	2021/06/07		2021/06/07		2021/06/07		
COC Number		830822-01-01		830822-01-01	830822-01-01		830822-02-01		830822-02-01		
	UNITS	TH105-SS1	RDL	TH105-SS2	TH1050-SS2	RDL	TH106-SS1	RDL	TH106-SS2	RDL	QC Batch

Inorganics

Moisture	%	11	1.0	14	16	1.0	28	1.0	11	1.0	7398952
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BTEX & F1 Hydrocarbons

Benzene	ug/g	<0.060	0.060	<0.040	<0.040	0.040	<0.060	0.060	<0.020	0.020	7405071
Toluene	ug/g	<0.060	0.060	<0.040	<0.040	0.040	<0.060	0.060	<0.020	0.020	7405071
Ethylbenzene	ug/g	<0.060	0.060	<0.040	<0.040	0.040	<0.060	0.060	<0.020	0.020	7405071
o-Xylene	ug/g	<0.060	0.060	<0.040	<0.040	0.040	<0.060	0.060	<0.020	0.020	7405071
p+m-Xylene	ug/g	<0.12	0.12	<0.080	<0.080	0.080	<0.12	0.12	<0.040	0.040	7405071
Total Xylenes	ug/g	<0.12	0.12	<0.080	<0.080	0.080	<0.12	0.12	<0.040	0.040	7405071
F1 (C6-C10)	ug/g	<30	30	<20	<20	20	<30	30	<10	10	7405071
F1 (C6-C10) - BTEX	ug/g	<30	30	<20	<20	20	<30	30	<10	10	7405071

F2-F4 Hydrocarbons

F2 (C10-C16 Hydrocarbons)	ug/g	<10	10	<10	<10	10	<10	10	<10	10	7401302
F3 (C16-C34 Hydrocarbons)	ug/g	<50	50	<50	<50	50	<50	50	<50	50	7401302
F4 (C34-C50 Hydrocarbons)	ug/g	<50	50	<50	<50	50	<50	50	<50	50	7401302
Reached Baseline at C50	ug/g	Yes		Yes	Yes		Yes		Yes		7401302

Surrogate Recovery (%)

1,4-Difluorobenzene	%	98		100	99		99		101		7405071
4-Bromofluorobenzene	%	93		93	93		91		95		7405071
D10-o-Xylene	%	82		93	89		97		101		7405071
D4-1,2-Dichloroethane	%	90		90	90		89		90		7405071
o-Terphenyl	%	99		93	97		100		99		7401302

RDL = Reportable Detection Limit

QC Batch = Quality Control Batch



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VERITAS

BV Labs Job #: C1F6621
Report Date: 2021/06/15

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

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

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



BV Labs Job #: C1F6621
Report Date: 2021/06/15

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

TEST SUMMARY

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

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

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

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

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

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

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

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

Test Description	Instrumentation	Batch	Extracted	Date Analyzed	Analyst
Petroleum Hydro. CCME F1 & BTEX in Soil	HSGC/MSFD	7405071	N/A	2021/06/14	Domnica Andronesco

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

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

Test Description	Instrumentation	Batch	Extracted	Date Analyzed	Analyst
Methylnaphthalene Sum	CALC	7397411	N/A	2021/06/14	Automated Statchk

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VERITAS

BV Labs Job #: C1F6621

Report Date: 2021/06/15

exp Services Inc

Client Project #: GTR-00038305-00

Site Location: Highway 7 and Interchange Way

Sampler Initials: JV

TEST SUMMARY

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

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

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

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

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

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

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

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

Test Description	Instrumentation	Batch	Extracted	Date Analyzed	Analyst
PAH Compounds in Soil by GC/MS (SIM)	GC/MS	7401346	2021/06/10	2021/06/11	Mitesh Raj

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

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

Test Description	Instrumentation	Batch	Extracted	Date Analyzed	Analyst
Methylnaphthalene Sum	CALC	7397411	N/A	2021/06/14	Automated Statchk
Hot Water Extractable Boron	ICP	7400861	2021/06/10	2021/06/10	Medhat Nasr



BV Labs Job #: C1F6621
Report Date: 2021/06/15

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

TEST SUMMARY

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

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

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

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

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

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

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

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

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



BV Labs Job #: C1F6621
Report Date: 2021/06/15

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

TEST SUMMARY

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

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

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

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

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

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

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

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

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

BUREAU
VERITASBV Labs Job #: C1F6621
Report Date: 2021/06/15exp Services Inc
Client Project #: GTR-00038305-00
Site Location: Highway 7 and Interchange Way
Sampler Initials: JV

TEST SUMMARY

BV Labs ID: PTY949 Dup
Sample ID: TH105-SS2
Matrix: SoilCollected: 2021/06/07
Shipped:
Received: 2021/06/08

Test Description	Instrumentation	Batch	Extracted	Date Analyzed	Analyst
Hot Water Extractable Boron	ICP	7400861	2021/06/10	2021/06/10	Medhat Nasr

BV Labs ID: PTY950
Sample ID: TH1050-SS2
Matrix: SoilCollected: 2021/06/07
Shipped:
Received: 2021/06/08

Test Description	Instrumentation	Batch	Extracted	Date Analyzed	Analyst
Methylnaphthalene Sum	CALC	7397411	N/A	2021/06/14	Automated Statchk
Hot Water Extractable Boron	ICP	7400861	2021/06/10	2021/06/10	Medhat Nasr
Free (WAD) Cyanide	TECH	7400901	2021/06/10	2021/06/11	Louise Harding
Conductivity	AT	7402496	2021/06/11	2021/06/11	Khushbu Vijay kumar Patel
Hexavalent Chromium in Soil by IC	IC/SPEC	7402549	2021/06/11	2021/06/11	Violeta Porcila
Petroleum Hydro. CCME F1 & BTEX in Soil	HSGC/MSFD	7405071	N/A	2021/06/14	Domnica Andronescu
Petroleum Hydrocarbons F2-F4 in Soil	GC/FID	7401302	2021/06/10	2021/06/11	(Kent) Maolin Li
Acid Extractable Metals by ICPMS	ICP/MS	7400759	2021/06/10	2021/06/11	Daniel Teclu
Moisture	BAL	7398952	N/A	2021/06/09	Gurpreet Kaur (ONT)
PAH Compounds in Soil by GC/MS (SIM)	GC/MS	7401346	2021/06/10	2021/06/11	Mitesh Raj
pH CaCl2 EXTRACT	AT	7402449	2021/06/11	2021/06/11	Neil Dassanayake
Sodium Adsorption Ratio (SAR)	CALC/MET	7397410	N/A	2021/06/14	Automated Statchk

BV Labs ID: PTY950 Dup
Sample ID: TH1050-SS2
Matrix: SoilCollected: 2021/06/07
Shipped:
Received: 2021/06/08

Test Description	Instrumentation	Batch	Extracted	Date Analyzed	Analyst
Conductivity	AT	7402496	2021/06/11	2021/06/11	Khushbu Vijay kumar Patel

BV Labs ID: PTY951
Sample ID: TH106-SS1
Matrix: SoilCollected: 2021/06/07
Shipped:
Received: 2021/06/08

Test Description	Instrumentation	Batch	Extracted	Date Analyzed	Analyst
Methylnaphthalene Sum	CALC	7397411	N/A	2021/06/14	Automated Statchk
Hot Water Extractable Boron	ICP	7402344	2021/06/11	2021/06/11	Jolly John
Free (WAD) Cyanide	TECH	7400901	2021/06/10	2021/06/11	Louise Harding
Conductivity	AT	7402500	2021/06/11	2021/06/11	Khushbu Vijay kumar Patel
Hexavalent Chromium in Soil by IC	IC/SPEC	7402549	2021/06/11	2021/06/11	Violeta Porcila
Petroleum Hydro. CCME F1 & BTEX in Soil	HSGC/MSFD	7405071	N/A	2021/06/14	Domnica Andronescu
Petroleum Hydrocarbons F2-F4 in Soil	GC/FID	7401302	2021/06/10	2021/06/11	(Kent) Maolin Li
Acid Extractable Metals by ICPMS	ICP/MS	7402396	2021/06/11	2021/06/11	Viviana Canzonieri
Moisture	BAL	7398952	N/A	2021/06/09	Gurpreet Kaur (ONT)
PAH Compounds in Soil by GC/MS (SIM)	GC/MS	7401346	2021/06/10	2021/06/11	Mitesh Raj
pH CaCl2 EXTRACT	AT	7402449	2021/06/11	2021/06/11	Neil Dassanayake
Sodium Adsorption Ratio (SAR)	CALC/MET	7397410	N/A	2021/06/14	Automated Statchk



**BUREAU
VERITAS**

BV Labs Job #: C1F6621
Report Date: 2021/06/15

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

TEST SUMMARY

BV Labs ID: PTY952
Sample ID: TH106-SS2
Matrix: Soil

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

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

BV Labs ID: PTY953
Sample ID: TH107-SS1
Matrix: Soil

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

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



GENERAL COMMENTS

Each temperature is the average of up to three cooler temperatures taken at receipt

Package 1	4.3°C
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Sample PTY941 [TH101-SS1] : F1 BTEX analysis : Detection limits were adjusted for sample weight .

Sample PTY945 [TH103-SS2] : F1 BTEX analysis : Detection limits were adjusted for sample weight .

Sample PTY947 [TH104-SS2] : F1 BTEX analysis : Detection limits were adjusted for sample weight .

Sample PTY948 [TH105-SS1] : F1 BTEX analysis : Detection limits were adjusted for sample weight .

Sample PTY949 [TH105-SS2] : F1 BTEX analysis : Detection limits were adjusted for sample weight .

Sample PTY950 [TH1050-SS2] : F1 BTEX analysis : Detection limits were adjusted for sample weight .

Sample PTY951 [TH106-SS1] : F1 BTEX analysis : Detection limits were adjusted for sample weight .

Results relate only to the items tested.



BUREAU
VERITAS

BV Labs Job #: C1F6621

Report Date: 2021/06/15

QUALITY ASSURANCE REPORT

exp Services Inc

Client Project #: GTR-00038305-00

Site Location: Highway 7 and Interchange Way

Sampler Initials: JV

QC Batch	Parameter	Date	Matrix Spike		SPIKED BLANK		Method Blank		RPD	
			% Recovery	QC Limits	% Recovery	QC Limits	Value	UNITS	Value (%)	QC Limits
7401302	o-Terphenyl	2021/06/11	97	60 - 130	95	60 - 130	104	%		
7401346	D10-Anthracene	2021/06/11	89	50 - 130	93	50 - 130	87	%		
7401346	D14-Terphenyl (FS)	2021/06/11	87	50 - 130	87	50 - 130	84	%		
7401346	D8-Acenaphthylene	2021/06/11	86	50 - 130	86	50 - 130	83	%		
7405071	1,4-Difluorobenzene	2021/06/14	97	60 - 140	97	60 - 140	101	%		
7405071	4-Bromofluorobenzene	2021/06/14	95	60 - 140	95	60 - 140	94	%		
7405071	D10-o-Xylene	2021/06/14	91	60 - 140	96	60 - 140	92	%		
7405071	D4-1,2-Dichloroethane	2021/06/14	84	60 - 140	84	60 - 140	89	%		
7398952	Moisture	2021/06/09							0.54	20
7400759	Acid Extractable Antimony (Sb)	2021/06/11	93	75 - 125	103	80 - 120	<0.20	ug/g	NC	30
7400759	Acid Extractable Arsenic (As)	2021/06/11	99	75 - 125	101	80 - 120	<1.0	ug/g	1.8	30
7400759	Acid Extractable Barium (Ba)	2021/06/11	NC	75 - 125	104	80 - 120	<0.50	ug/g	4.9	30
7400759	Acid Extractable Beryllium (Be)	2021/06/11	97	75 - 125	98	80 - 120	<0.20	ug/g	2.8	30
7400759	Acid Extractable Boron (B)	2021/06/11	96	75 - 125	100	80 - 120	<5.0	ug/g	7.2	30
7400759	Acid Extractable Cadmium (Cd)	2021/06/11	97	75 - 125	100	80 - 120	<0.10	ug/g	2.4	30
7400759	Acid Extractable Chromium (Cr)	2021/06/11	101	75 - 125	101	80 - 120	<1.0	ug/g	0.086	30
7400759	Acid Extractable Cobalt (Co)	2021/06/11	93	75 - 125	103	80 - 120	<0.10	ug/g	4.9	30
7400759	Acid Extractable Copper (Cu)	2021/06/11	90	75 - 125	100	80 - 120	<0.50	ug/g	3.5	30
7400759	Acid Extractable Lead (Pb)	2021/06/11	93	75 - 125	102	80 - 120	<1.0	ug/g	3.9	30
7400759	Acid Extractable Mercury (Hg)	2021/06/11	83	75 - 125	88	80 - 120	<0.050	ug/g	NC	30
7400759	Acid Extractable Molybdenum (Mo)	2021/06/11	103	75 - 125	101	80 - 120	<0.50	ug/g	7.3	30
7400759	Acid Extractable Nickel (Ni)	2021/06/11	NC	75 - 125	101	80 - 120	<0.50	ug/g	5.8	30
7400759	Acid Extractable Selenium (Se)	2021/06/11	97	75 - 125	102	80 - 120	<0.50	ug/g	NC	30
7400759	Acid Extractable Silver (Ag)	2021/06/11	99	75 - 125	103	80 - 120	<0.20	ug/g	NC	30
7400759	Acid Extractable Thallium (Tl)	2021/06/11	93	75 - 125	101	80 - 120	<0.050	ug/g	0.70	30
7400759	Acid Extractable Uranium (U)	2021/06/11	96	75 - 125	101	80 - 120	<0.050	ug/g	1.0	30
7400759	Acid Extractable Vanadium (V)	2021/06/11	111	75 - 125	102	80 - 120	<5.0	ug/g	3.5	30
7400759	Acid Extractable Zinc (Zn)	2021/06/11	NC	75 - 125	106	80 - 120	<5.0	ug/g	0.65	30
7400861	Hot Water Ext. Boron (B)	2021/06/10	108	75 - 125	103	75 - 125	<0.050	ug/g	8.2	40
7400901	WAD Cyanide (Free)	2021/06/11	100	75 - 125	98	80 - 120	<0.01	ug/g	NC	35
7401173	WAD Cyanide (Free)	2021/06/11	101	75 - 125	97	80 - 120	<0.01	ug/g	NC	35



BUREAU
VERITAS

BV Labs Job #: C1F6621

Report Date: 2021/06/15

QUALITY ASSURANCE REPORT(CONT'D)

exp Services Inc

Client Project #: GTR-00038305-00

Site Location: Highway 7 and Interchange Way

Sampler Initials: JV

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



**BUREAU
VERITAS**

BV Labs Job #: C1F6621

Report Date: 2021/06/15

QUALITY ASSURANCE REPORT(CONT'D)

exp Services Inc

Client Project #: GTR-00038305-00

Site Location: Highway 7 and Interchange Way

Sampler Initials: JV

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



**BUREAU
VERITAS**

BV Labs Job #: C1F6621
Report Date: 2021/06/15

QUALITY ASSURANCE REPORT(CONT'D)

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

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

N/A = Not Applicable

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

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

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

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

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

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

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

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



BUREAU
VERITAS

BV Labs Job #: C1F6621

Report Date: 2021/06/15

exp Services Inc



Client Project #: GTR-00038305-00

Site Location: Highway 7 and Interchange Way

Sampler Initials: JV

VALIDATION SIGNATURE PAGE

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

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

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



APPENDIX B

STATEMENT OF LIMITATIONS

STATEMENT OF LIMITATIONS



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

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

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

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

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

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

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

Bev Fisher

From: Michael Oberle <m.oberle@SVCA.ON.CA>
Sent: Thursday, December 9, 2021 11:11 AM
To: Bev Fisher
Cc: Laura Warner
Subject: RE: importation of Soils into Dundalk (159 Bradley St., Dundalk)

Good morning Mr. Bev Fisher,

After checking SVCA mapping and files, it appears that only a very small area 20 metre by 30 metre triangular area of the above referenced address is located within the SVCA watershed.

It appears that SVCA did not review any of the proposed subdivision development of the subject property, therefore SVCA has no comment to the current soils importing to the property. SVCA would defer any response to your request to the GRCA, as it appears GRCA has reviewed the development proposal for the property with the majority of the property being located within the GRCA watershed.

I trust that this is helpful. Any questions, please do not hesitate to ask.

Kind regards,

Mike

Michael Oberle

Environmental Planning Technician

Saugeen Conservation




Administration Centre: 400 Clyde Road, P.O. Box 729 Cambridge, ON N1R 5W6

Phone: 519-621-2761 Toll free: 1-866-900-4722 Fax: 519-621-4844 www.grandriver.ca

January 20, 2021

2570970 Ontario Incorporated
c/o Vittorio De Palma
138 Kale Crescent
Maple, ON L6A 3P9

Re: Application for Permission No. 940/21, Pursuant to Ontario Regulation 150/06

The Grand River Conservation Authority approved your application on November 2, 2021. The permit and attached schedules are enclosed. The schedules form part of the permit and describe the work as approved by the Grand River Conservation Authority. Any changes to these plans must be reviewed and approved by Grand River Conservation Authority staff.

Please note that this permission is based on existing information, policies, and practices, and does not bind nor imply that any other permission will be forthcoming. Please review when the permit expires (maximum is 2 years) and keep a copy of the permit on-site.

If you have questions regarding this letter or the conditions described on the permit, please contact Laura Warner, Resource Planner, at (519) 621-2763 ext. 2231.

Encl.

c.c. Clerk, Township of Southgate
Building Inspector, Township of Southgate



Grand River Conservation Authority

Under Ontario Regulation 150/06 made under the Conservation Authorities Act, R.S.O. 1990, Chapter C.27, permission is granted to:

2570970 Ontario Incorporated

Whose address for purposes pertaining to this project is:

138 Kale Crescent
Maple, ON
L6A 3P9

To execute proposed works in accordance with the following particulars and conditions:

Location of Work: 159 Bradley Street
Township of Southgate

Purpose of Work: To grade, install services and a stormwater management facility
in support of the construction of a residential subdivision.

This permit is valid from: **November 2, 2021**

And expires on: **November 2, 2023**

The attached Schedules form parts of this permit describing the approved work and must be implemented in order so that the true intent of the permit can be achieved.

The Permittee, by acceptance and in consideration of the issuance of this permit, agrees to the conditions listed on the reverse side of Schedule "A".

Dated at Cambridge, Ontario, this 2nd day of November, 2021

GRAND RIVER CONSERVATION AUTHORITY

Samantha Lawson,
Chief Administrative Officer



Grand River Conservation Authority

Administration Office:

400 Clyde Road, P.O. Box 729, Cambridge, Ontario N1R 5W6
Telephone: 519-621-2761 Fax: (519) 621-4945

**GRCA USE ONLY
APPLICATION NUMBER**

940/21

Schedule "A" - Application for Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Permit (Pursuant to Ontario Regulation 150/06)

Please read, complete each section as required, attach fee and sign and date this application.

Owner's name: 2570970 Ontario inc. WHITEROSE PARK (Vittorio De E-mail: victor@whiterosepark.com

Mailing address: 138 Kale Cres. City/Town: Maple Postal Code: L6A 3P9

Telephone: Bus. 416-746-8880 Res. 4169911037 Fax

Agent's name (Consultant/Contractor):

Mailing address: City/Town: Postal Code:

Telephone: Bus. Fax. Email:

Location of proposed work:

Lot No. Concession No. Township

Municipal address of property: 159 Bradley Street, Southgate

City/Town/Village: TOWNSHIP OF SOUTHGATE County/Region: GREY COUNTY

(Circle One)

Application is hereby made for:

For examples of Minor, Standard and Major applications please refer to the Fee Schedule on pages 3 and 4.

- ☐ Minor Development
- ☐ Minor Interference with Wetlands, Alteration to Shorelines & Watercourses
- ☐ Standard Development
- ☒ Standard Interference with Wetlands, Alteration to Shorelines & Watercourses
- ☐ Major Development
- ☐ Major Interference with Wetlands, Alteration to Shorelines & Watercourses

Description of proposed work: Installation of servicing, Construction of storm water management, Sediment and erosion

we would like to install the silt fencing and strip topsaol to start raising the grades for the roads and sewers.

This application must include four (4) FOLDED copies of each appropriate plan(s) showing the proposed work.

Land Use: Present Subdivisions Proposed change (if any)

I declare that I have read and agree to the General Conditions of Permit on the reverse of this form and that all information provided is true.

Signature of Owner

October 12, 2021

Date

Signature of Agent

January 1, 2020

GENERAL CONDITIONS OF PERMIT

1. This permit does not absolve the permittee of the responsibility of obtaining necessary permission from applicable federal and provincial agencies or local municipalities.
2. The permittee agrees by acceptance of the permit:
 - (a) to indemnify and save harmless, the Grand River Conservation Authority and its officers, employees, or agents, from and against all damage, injury, loss, costs, claims, demands, actions and proceedings, arising out of or resulting from any act or omission of the permittee or of any of his agents, employees or contractors relating to any of the particular terms or conditions of this permit.
 - (b) that this permit shall not release the permittee from any legal liability or obligation and remains in force subject to all limitations, requirements and liabilities imposed by law.
 - (c) that all complaints arising from the proposed works authorized under this permit shall be reported immediately by the permittee to the Grand River Conservation Authority. The permittee shall indicate any action which has been taken, or is planned to be taken, with regard to each complaint.
 - (d) to provide certification of conformance to ensure compliance with the intent of the permit. This certification must be provided by an accredited professional and is to be submitted as may be specified in the permit.
3. Authorized representatives of the Grand River Conservation Authority will be granted entry at any time into lands and buildings which are the subject of this permit application in order to make such surveys, examinations, investigations, inspections or other arrangements which such representatives deem necessary.
4. The Grand River Conservation Authority may cancel this permit or may change any of the conditions at any time and without prior notice if it is determined that:
 - (a) the works are not in conformance to the intent of the permission granted;
 - (b) the information presented to obtain a permit is false;
 - (c) the works or method of construction have detrimental impacts on the environment.
5. This permit shall not be assigned (non-transferable).
6. Permits are valid for two years. No notice will be issued on expiration of the permit and it is the responsibility of the permittee to ensure a valid permit is in effect at the time work is occurring.
7. The Grand River Conservation Authority may make copies of Schedule A, as required, for the purposes of assessing the proposal and, where approved, to form part of the permit issued.

NOTICE OF COLLECTION


Pursuant to section 29(2) of the Municipal Freedom of Information and Protection of Individual Privacy Act, 1989, the personal information contained on this form is collected under the legal authority of the Conservation Authorities Act, R.S.O. 1980, c85, as amended. This information is used to assess applications for and, where approved, issue the Permit. Information on this form may be disclosed to Government and Municipal Agencies for review and comment. The name of the applicant, location of the work and a description of the project may be published in GRCA documents including agendas, reports and meeting minutes which are posted on the GRCA website. Questions about the collection of personal information should be directed to the Freedom of Information Co-ordinator, Administration Division, Grand River Conservation Authority, 400 Clyde Road, P.O. Box 729, Cambridge, Ontario, N1R 5W6, (519) 621-2761.

A4165 - CONSTRUCTION OF WHITE ROSE SUBDIVISION PHASE 3 - ISSUED FOR
_____ - M M M M M M M M yyy y

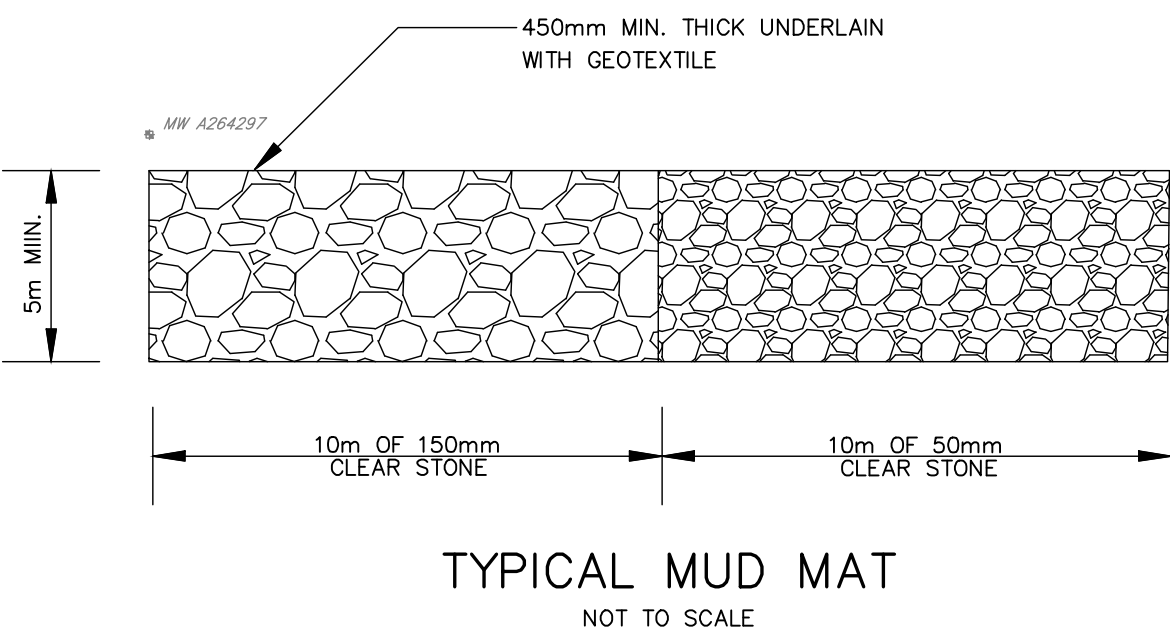
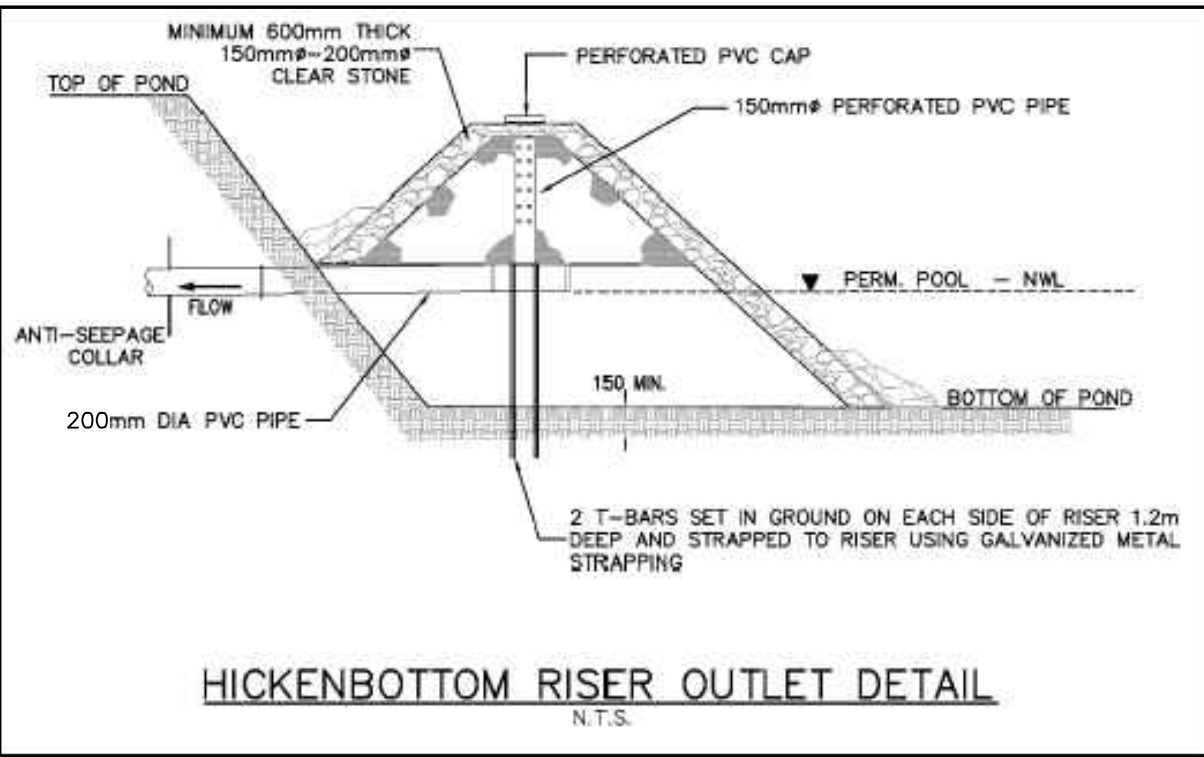
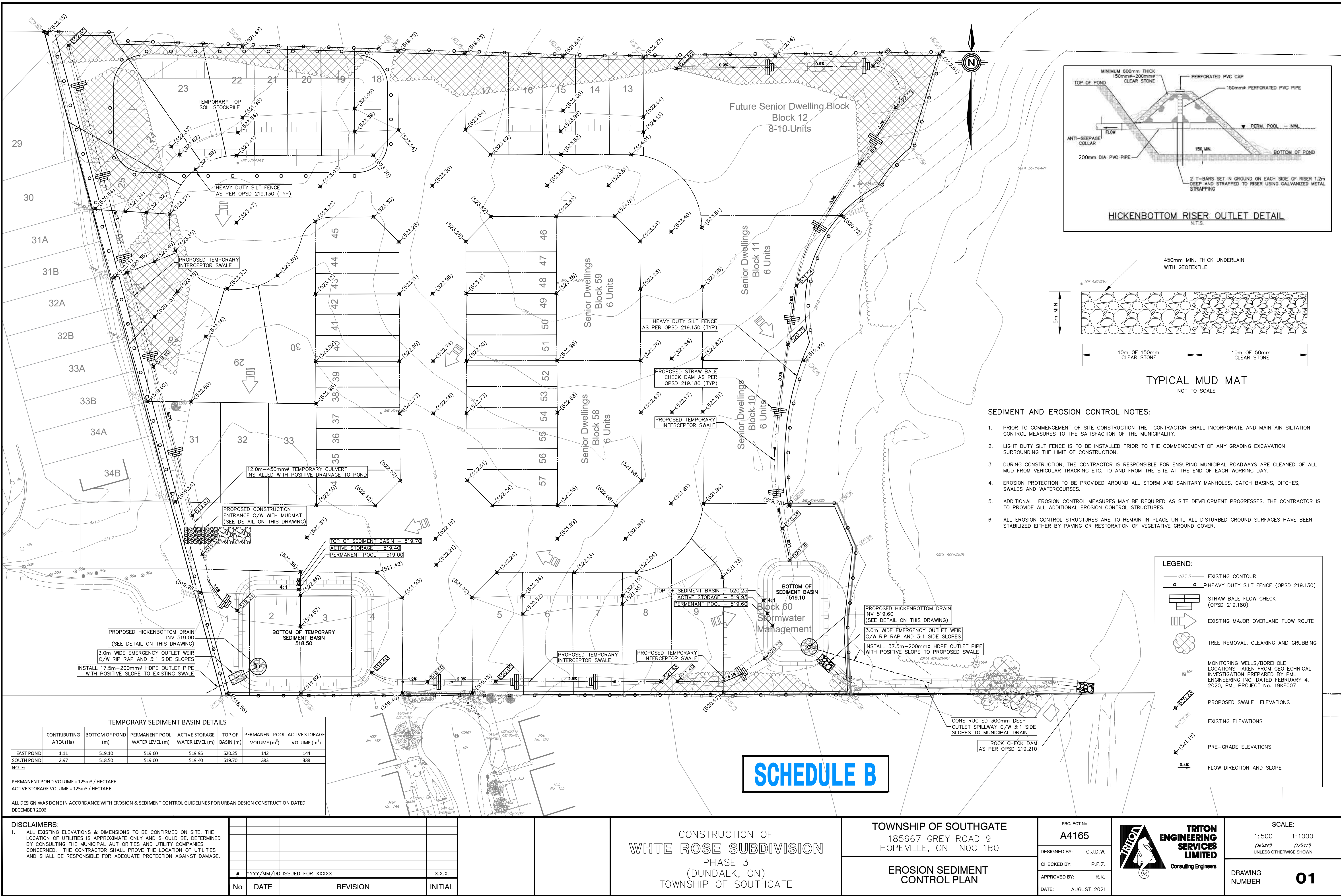
PROJECT No. A4165



00	—	COVERSHEET	
01	—	EROSION, SEDIMENT CONTROL PLAN	
02	—	GENERAL SERVICING PLAN	
03	—	LOT GRADING PLAN	
04	—	STREET A PLAN AND PROFILE, FROM STA 0+000 TO 0+195	
05	—	STREET C PLAN AND PROFILE, FROM STA 0+195 TO 0+335	
06	—	STREET D PLAN AND PROFILE, FROM STA 0+335 TO CUL DE SAC	
07	—	STREET B PLAN AND PROFILE, FROM STA 0+320 TO 0+500	
08	—	STORM SEWER DRAINAGE PLAN	
09	—	SANITARY SEWER DRAINAGE PLAN	
10	—	STORM WATER MANAGEMENT FACILITY PLAN	
11	—	STORM WATER MANAGEMENT FACILITY PROFILE, SECTION AND DETAILS	
12	—	NOTES AND DETAILS	
13	—	COMPOSITE UTILITY PLAN	



**TRITON
ENGINEERING
SERVICES
LIMITED**
Consulting Engineers
Fergus, Ontario



- SEDIMENT AND EROSION CONTROL NOTES:**
- PRIOR TO COMMENCEMENT OF SITE CONSTRUCTION THE CONTRACTOR SHALL INCORPORATE AND MAINTAIN SILTATION CONTROL MEASURES TO THE SATISFACTION OF THE MUNICIPALITY.
 - LIGHT DUTY SILT FENCE IS TO BE INSTALLED PRIOR TO THE COMMENCEMENT OF ANY GRADING EXCAVATION SURROUNDING THE LIMIT OF CONSTRUCTION.
 - DURING CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE FOR ENSURING MUNICIPAL ROADWAYS ARE CLEANED OF ALL MUD FROM VEHICULAR TRACKING ETC. TO AND FROM THE SITE AT THE END OF EACH WORKING DAY.
 - EROSION PROTECTION TO BE PROVIDED AROUND ALL STORM AND SANITARY MANHOLES, CATCH BASINS, DITCHES, SWALES AND WATERCOURSES.
 - ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AS SITE DEVELOPMENT PROGRESSES. THE CONTRACTOR IS TO PROVIDE ALL ADDITIONAL EROSION CONTROL STRUCTURES.
 - ALL EROSION CONTROL STRUCTURES ARE TO REMAIN IN PLACE UNTIL ALL DISTURBED GROUND SURFACES HAVE BEEN STABILIZED EITHER BY PAVING OR RESTORATION OF VEGETATIVE GROUND COVER.

LEGEND:

- 425.5' - EXISTING CONTOUR
- HEAVY DUTY SILT FENCE (OPSD 219.130)
- STRAW BALE FLOW CHECK (OPSD 219.180)
- EXISTING MAJOR OVERLAND FLOW ROUTE
- TREE REMOVAL, CLEARING AND GRUBBING
- MONITORING WELLS/BOREHOLE LOCATIONS TAKEN FROM GEOTECHNICAL INVESTIGATION PREPARED BY PML ENGINEERING INC. DATED FEBRUARY 4, 2020, PML PROJECT No. 19KF007
- PROPOSED SWALE ELEVATIONS
- EXISTING ELEVATIONS
- PRE-GRADE ELEVATIONS
- FLOW DIRECTION AND SLOPE

SCHEDULE B

TEMPORARY SEDIMENT BASIN DETAILS						
	CONTRIBUTING AREA (Ha)	BOTTOM OF POND (m)	PERMANENT POOL WATER LEVEL (m)	ACTIVE STORAGE WATER LEVEL (m)	TOP OF BASIN (m)	PERMANENT POOL VOLUME (m³)
EAST POND	1.11	519.10	519.60	519.95	520.25	142
SOUTH POND	2.97	518.50	519.00	519.40	519.70	388
NOTE:						
PERMANENT POND VOLUME = 125m³ / HECTARE						
ACTIVE STORAGE VOLUME = 125m³ / HECTARE						
ALL DESIGN WAS DONE IN ACCORDANCE WITH EROSION & SEDIMENT CONTROL GUIDELINES FOR URBAN DESIGN CONSTRUCTION DATED DECEMBER 2006						

DISCLAIMERS:

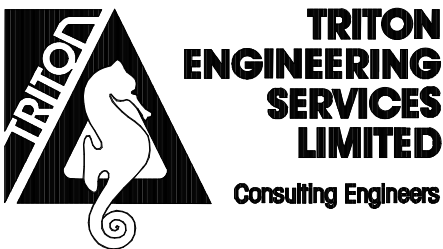
1. ALL EXISTING ELEVATIONS & DIMENSIONS TO BE CONFIRMED ON SITE. THE LOCATION OF UTILITIES IS APPROXIMATE ONLY AND SHOULD BE DETERMINED BY CONSULTING THE MUNICIPAL AUTHORITIES AND UTILITY COMPANIES CONCERNED. THE CONTRACTOR SHALL PROVE THE LOCATION OF UTILITIES AND SHALL BE RESPONSIBLE FOR ADEQUATE PROTECTION AGAINST DAMAGE.

#				DATE	REVISION	INITIAL
XXXX/MM/DD ISSUED FOR XXXXX						X.X.X.
No						

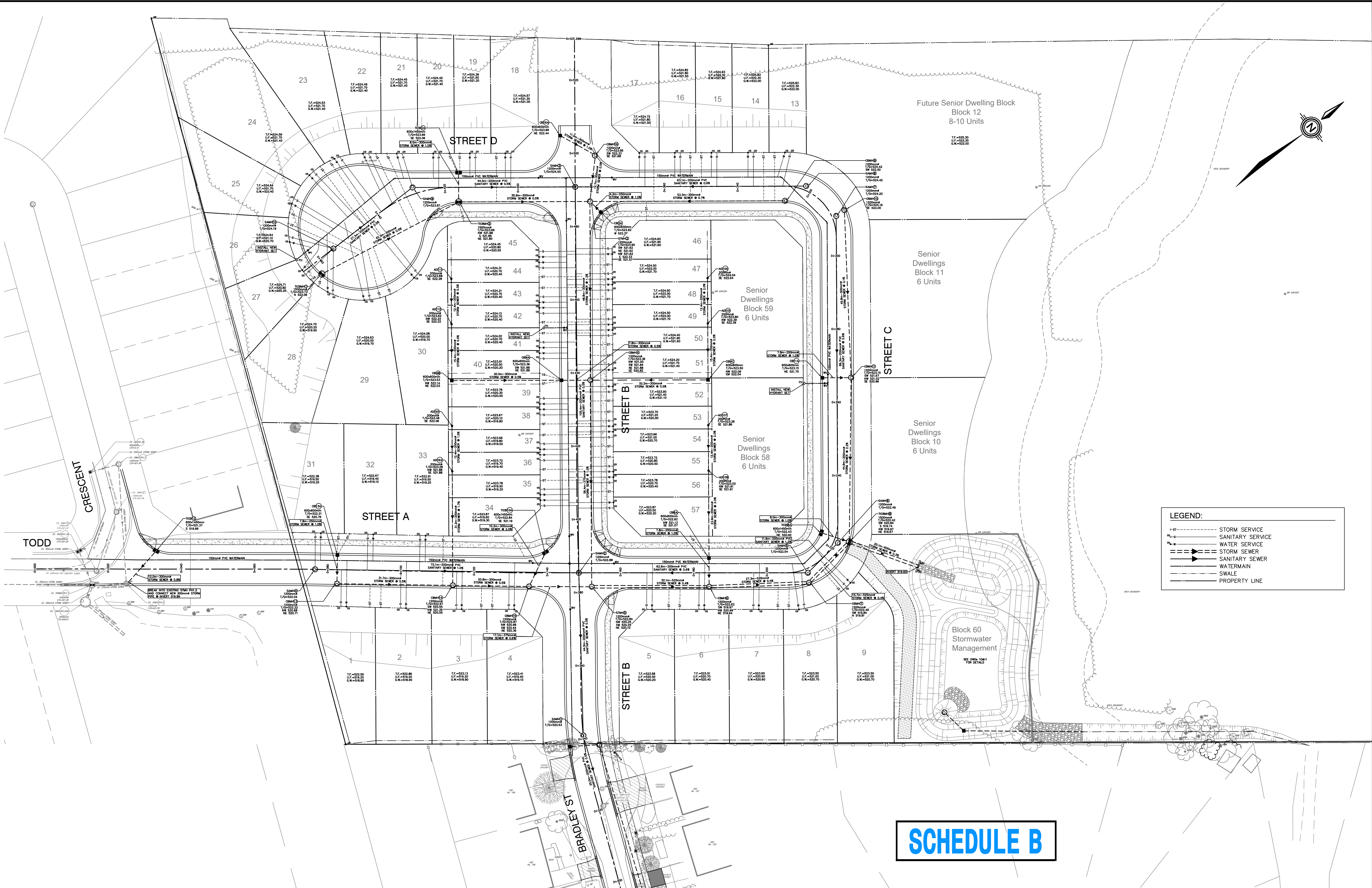
CONSTRUCTION OF
WHITE ROSE SUBDIVISION
PHASE 3
(DUNDALK, ON)
TOWNSHIP OF SOUTHGATE

TOWNSHIP OF SOUTHGATE
185667 GREY ROAD 9
HOPEVILLE, ON N0C 1B0
EROSION SEDIMENT CONTROL PLAN

PROJECT No
A4165
DESIGNED BY: C.J.D.W.
CHECKED BY: P.F.Z.
APPROVED BY: R.K.
DATE: AUGUST 2021



SCALE:
1:500 1:1000
(08/24/21) (17/1/17)
UNLESS OTHERWISE SHOWN
DRAWING NUMBER 01



SCHEDULE B

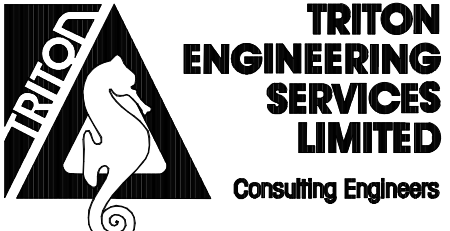
DISCLAIMERS:
1. ALL EXISTING ELEVATIONS & DIMENSIONS TO BE CONFIRMED ON SITE. THE LOCATION OF UTILITIES IS APPROXIMATE ONLY AND SHOULD BE DETERMINED BY CONSULTING THE MUNICIPAL AUTHORITIES AND UTILITY COMPANIES CONCERNED. THE CONTRACTOR SHALL PROVE THE LOCATION OF UTILITIES AND SHALL BE RESPONSIBLE FOR ADEQUATE PROTECTION AGAINST DAMAGE.

# YYYY/MM/DD ISSUED FOR XXXX				X.X.X.
No	DATE	REVISION		INITIAL

CONSTRUCTION OF
WHITE ROSE SUBDIVISION
PHASE 3
(DUNDALK, ON)
TOWNSHIP OF SOUTHGATE

TOWNSHIP OF SOUTHGATE
185667 GREY ROAD 9
HOPEVILLE, ON N0C 1B0
GENERAL SERVICING PLAN

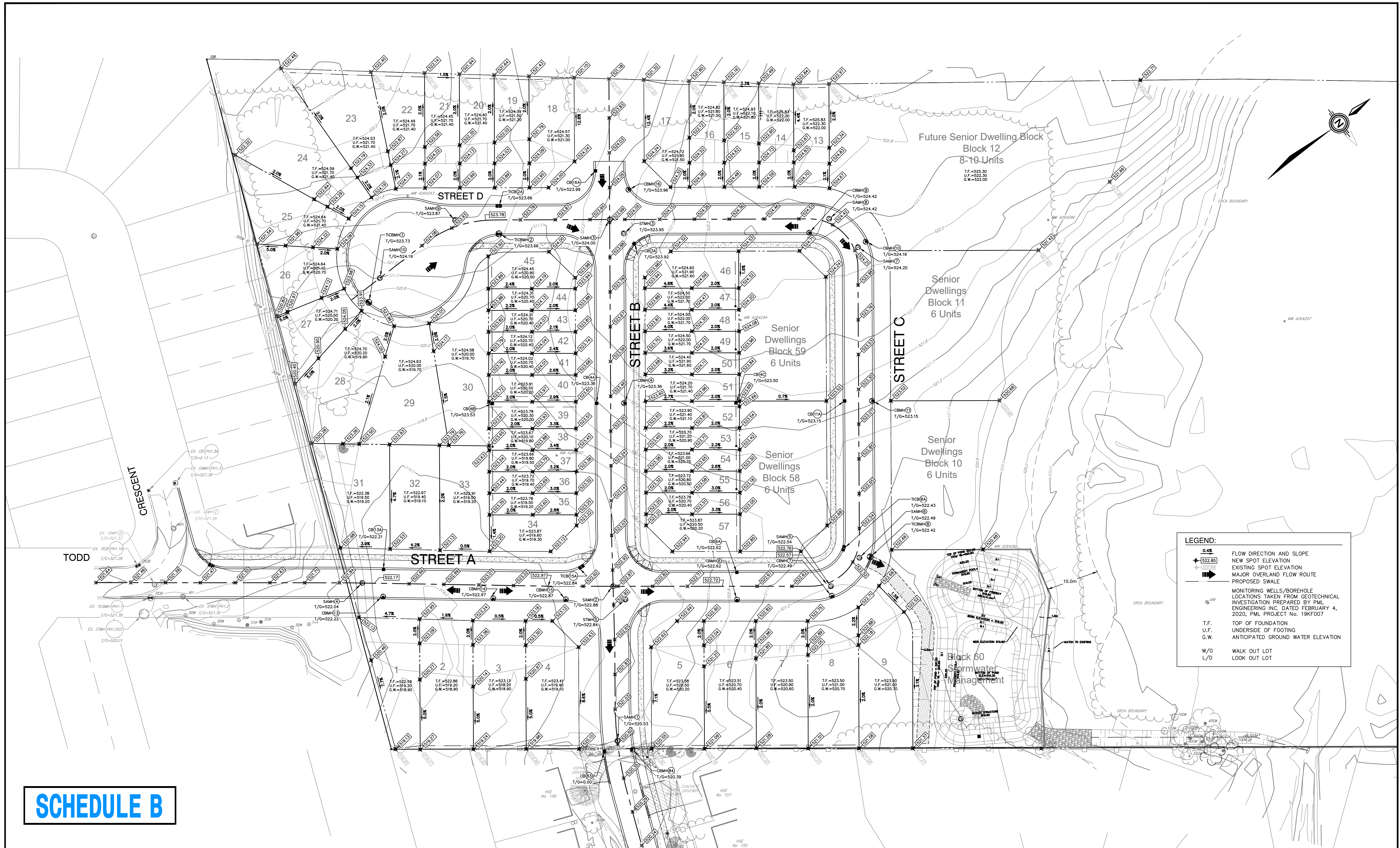
PROJECT No A4165	
DESIGNED BY:	C.J.D.W.
CHECKED BY:	P.F.Z.
APPROVED BY:	R.K.
DATE:	AUGUST 2021



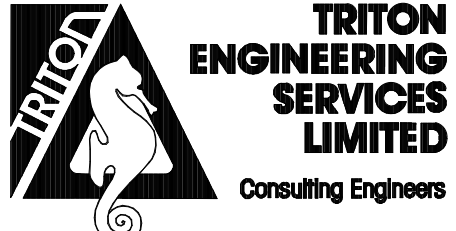
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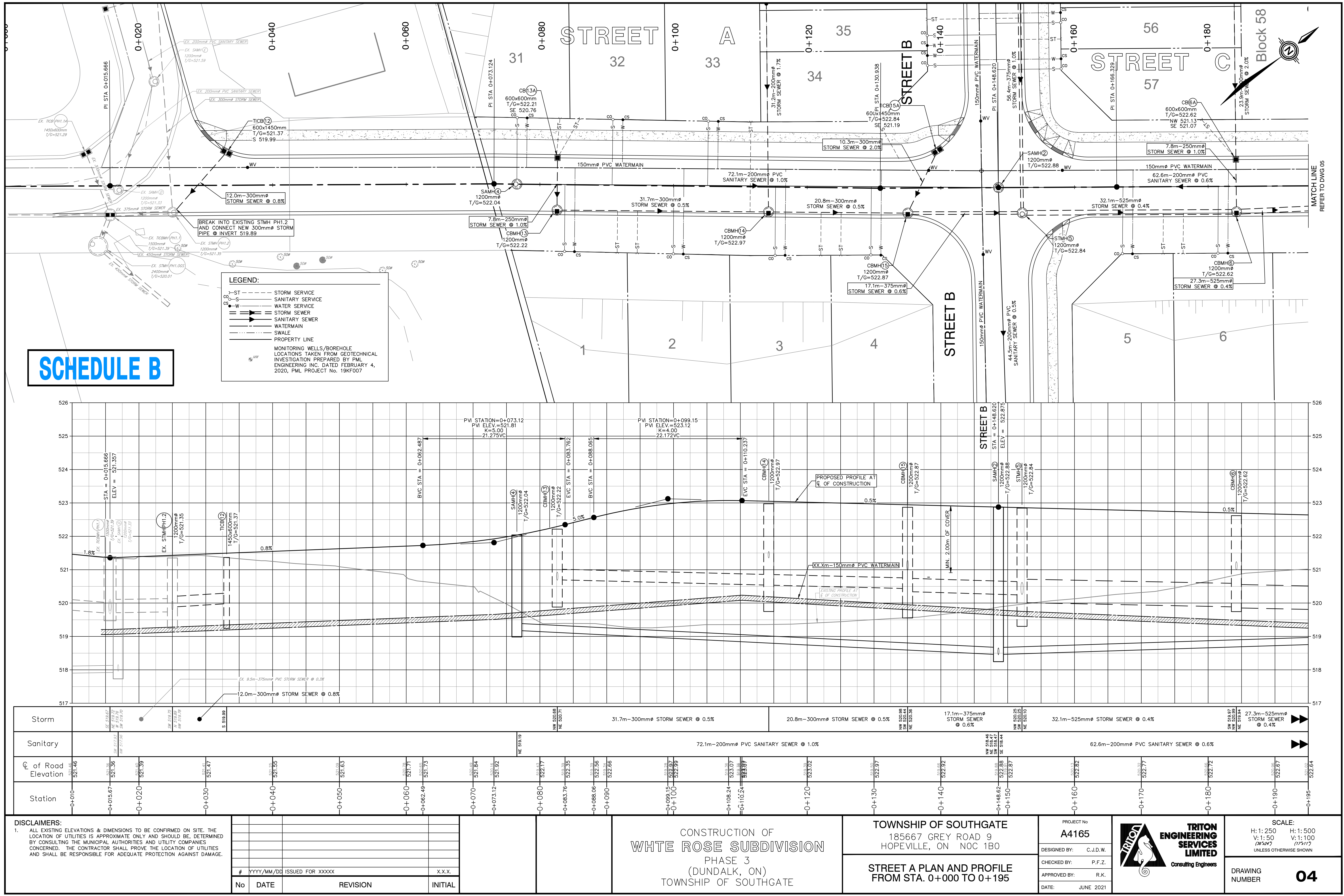
c:\southgate - map a4165 - white rose subdivision\cadd and survey\3\interior\utilties-opp.dwg - 2021-08-09 - cswd

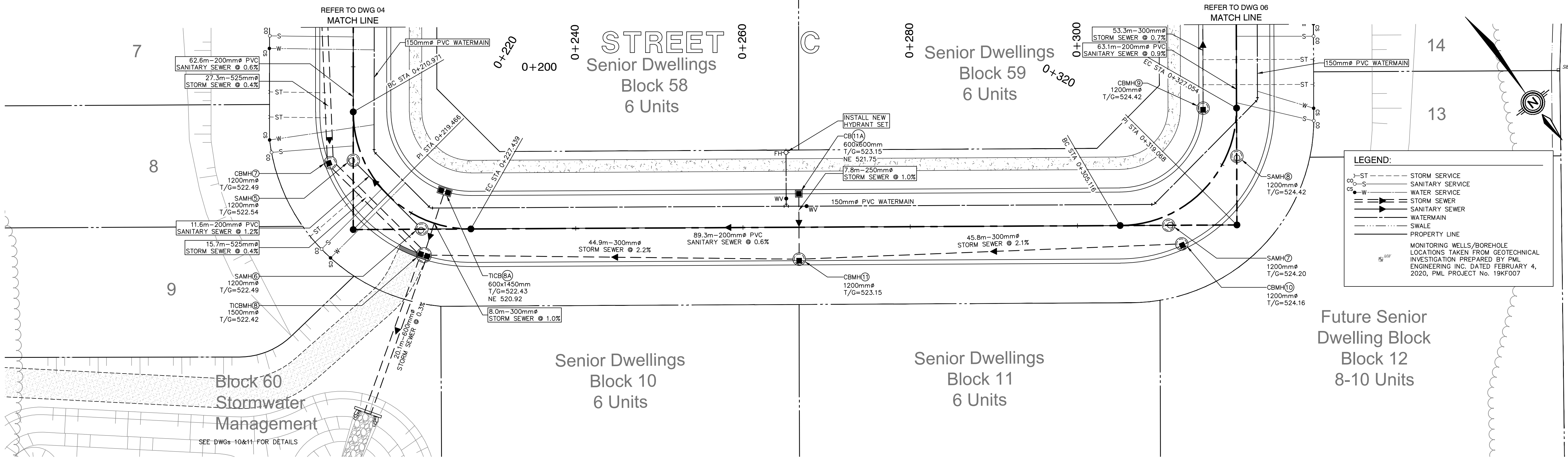
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SCHEDULE B

DISCLAIMERS: 1. ALL EXISTING ELEVATIONS & DIMENSIONS TO BE CONFIRMED ON SITE. THE LOCATION OF UTILITIES IS APPROXIMATE ONLY AND SHOULD BE DETERMINED BY CONSULTING THE MUNICIPAL AUTHORITIES AND UTILITY COMPANIES CONCERNED. THE CONTRACTOR SHALL PROVE THE LOCATION OF UTILITIES AND SHALL BE RESPONSIBLE FOR ADEQUATE PROTECTION AGAINST DAMAGE.				CONSTRUCTION OF WHITE ROSE SUBDIVISION PHASE 3 (DUNDALK, ON) TOWNSHIP OF SOUTHGATE		TOWNSHIP OF SOUTHGATE 185667 GREY ROAD 9 HOPEVILLE, ON N0C 1B0	PROJECT No A4165	 TRITON ENGINEERING SERVICES LIMITED Consulting Engineers	SCALE: 1:500 1:1000 (36x24) (17x11) UNLESS OTHERWISE SHOWN	
						LOT GRADING PLAN	DESIGNED BY: C.J.D.W.			
							CHECKED BY: P.F.Z.			
							APPROVED BY: R.K.			
							DATE: AUGUST 2021		DRAWING NUMBER 03	

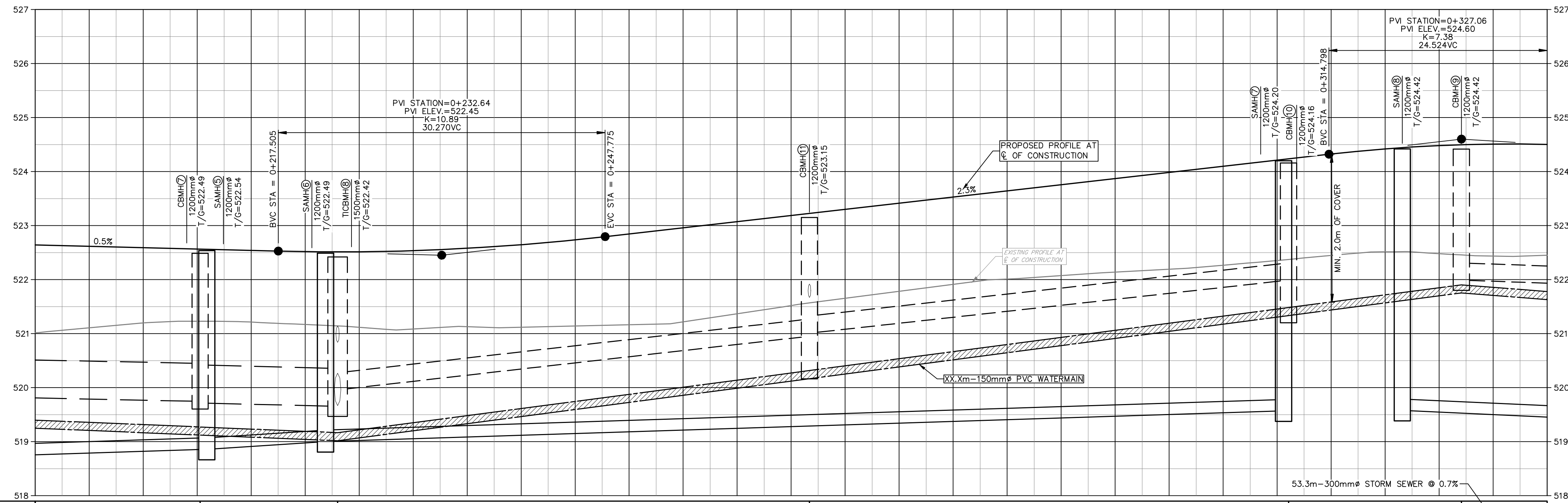




LEGEND:

- ST - STORM SERVICE
- S - SANITARY SERVICE
- W - WATER SERVICE
- SW - STORM SEWER
- SS - SANITARY SEWER
- WM - WATERMAIN
- SWALE
- PROPERTY LINE

MONITORING WELLS/BOREHOLE LOCATIONS TAKEN FROM GEOTECHNICAL INVESTIGATION PREPARED BY PML ENGINEERING INC. DATED FEBRUARY 4, 2020, PML PROJECT No. 19KF007



SCHEDULE B

Storm	27.3m-525mm ^ø STORM SEWER @ 0.4%	15.7m-525mm ^ø STORM SEWER @ 0.4%	44.9m-300mm ^ø STORM SEWER @ 2.2%	45.8m-300mm ^ø STORM SEWER @ 2.1%	53.3m-300mm ^ø STORM SEWER @ 0.7%
Sanitary	62.6m-200mm ^ø PVC SANITARY SEWER @ 0.6%	11.6m-200mm ^ø PVC SANITARY SEWER @ 1.2%	89.3m-200mm ^ø PVC SANITARY SEWER @ 0.6%	63.1m-200mm ^ø PVC SANITARY SEWER @ 0.9%	
C of Road Elevation	522.84	522.82	522.83	522.85	522.80
Station	0+195	0+200	0+210	0+220	0+230

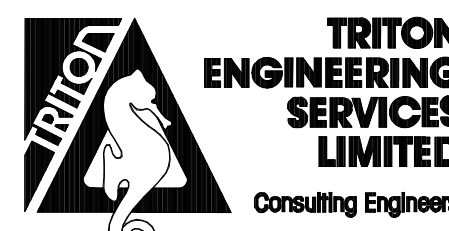
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No	DATE	REVISION	INITIAL

CONSTRUCTION OF
WHITE ROSE SUBDIVISION
PHASE 3
(DUNDALK, ON)
TOWNSHIP OF SOUTHGATE

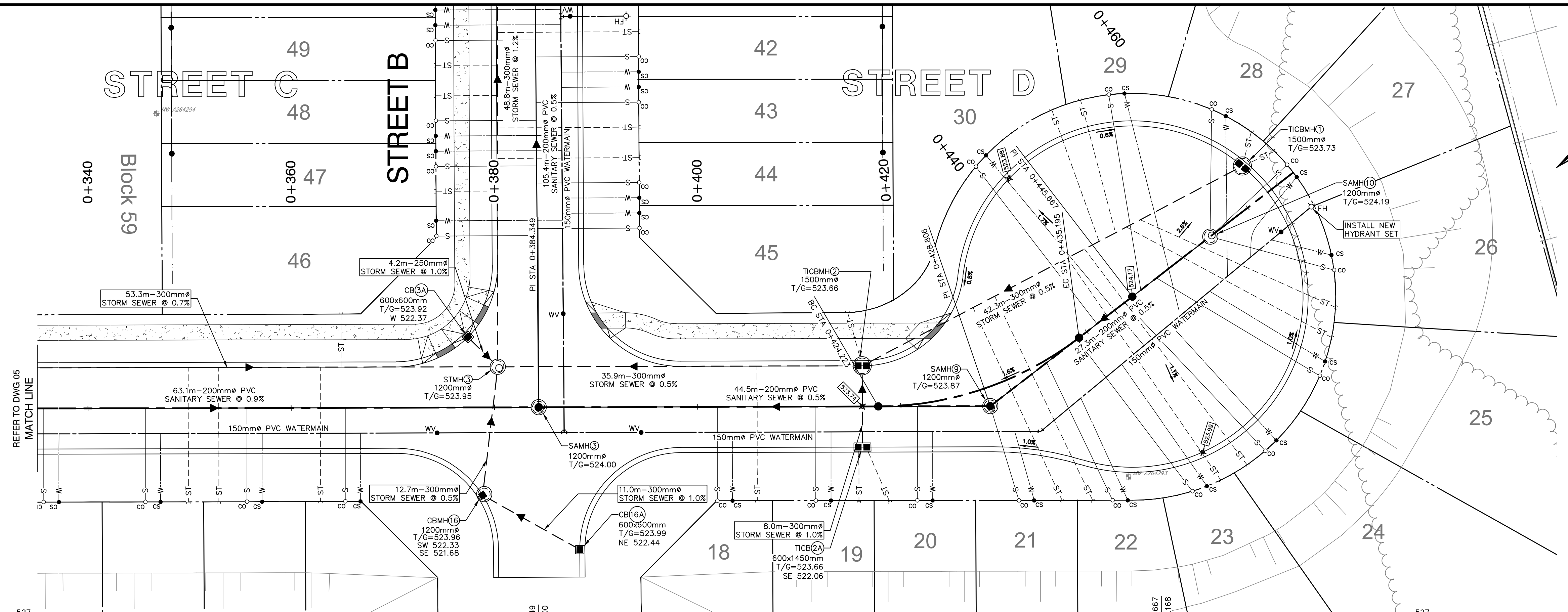
TOWNSHIP OF SOUTHGATE
185667 GREY ROAD 9
HOPEVILLE, ON N0C 1B0
STREET C PLAN AND PROFILE
FROM STA. 0+195 TO 0+335

PROJECT No
A4165
DESIGNED BY: C.J.D.W.
CHECKED BY: P.F.Z.
APPROVED BY: R.K.
DATE: JUNE 2021



SCALE:
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V:1:50 V:1:100
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UNLESS OTHERWISE SHOWN
DRAWING NUMBER 05

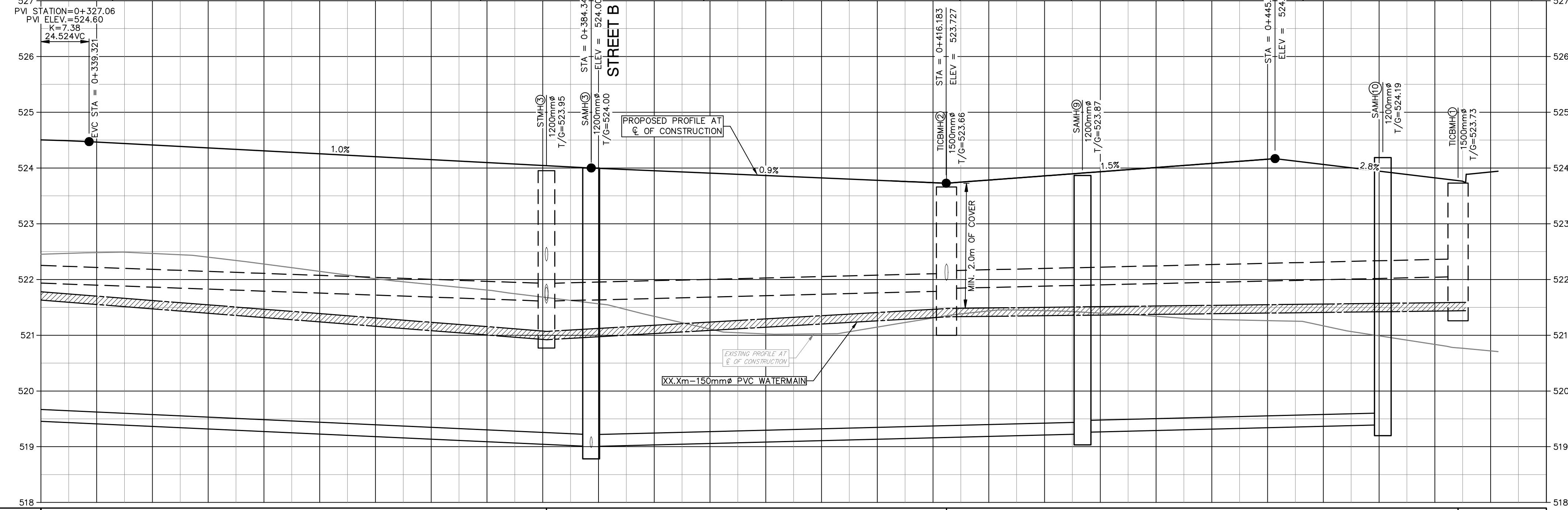
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LEGEND:

- ST --- STORM SERVICE
- CS --- SANITARY SERVICE
- W --- WATER SERVICE
- ST --- STORM SEWER
- CS --- SANITARY SEWER
- W --- WATERMAIN
- SW --- SWALE
- PROPERTY LINE

MONITORING WELLS/BOREHOLE LOCATIONS TAKEN FROM GEOTECHNICAL INVESTIGATION PREPARED BY PML ENGINEERING INC. DATED FEBRUARY 4, 2020, PML PROJECT No. 19KF007



Storm	53.3m-300mm \varnothing STORM SEWER @ 0.7%	35.9m-300mm \varnothing STORM SEWER @ 0.5%	42.3m-300mm \varnothing STORM SEWER @ 0.5%
Sanitary	63.1m-200mm \varnothing PVC SANITARY SEWER @ 0.9%	44.5m-200mm \varnothing PVC SANITARY SEWER @ 0.5%	27.3m-200mm \varnothing PVC SANITARY SEWER @ 0.5%
C of Road Elevation	524.50	524.15	524.08
Station	0+335	0+360	0+460

SCHEDULE B

DISCLAIMERS:

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#	YYYY/MM/DD	ISSUED FOR	XXXXX	X.X.X.
No	DATE	REVISION	INITIAL	

CONSTRUCTION OF
WHITE ROSE SUBDIVISION
PHASE 3
(DUNDALK, ON)
TOWNSHIP OF SOUTHGATE

TOWNSHIP OF SOUTHGATE
185667 GREY ROAD 9
HOPEVILLE, ON N0C 1B0

STREET D PLAN AND PROFILE
FROM STA 0+335 TO CUL DE SAC

PROJECT No
A4165

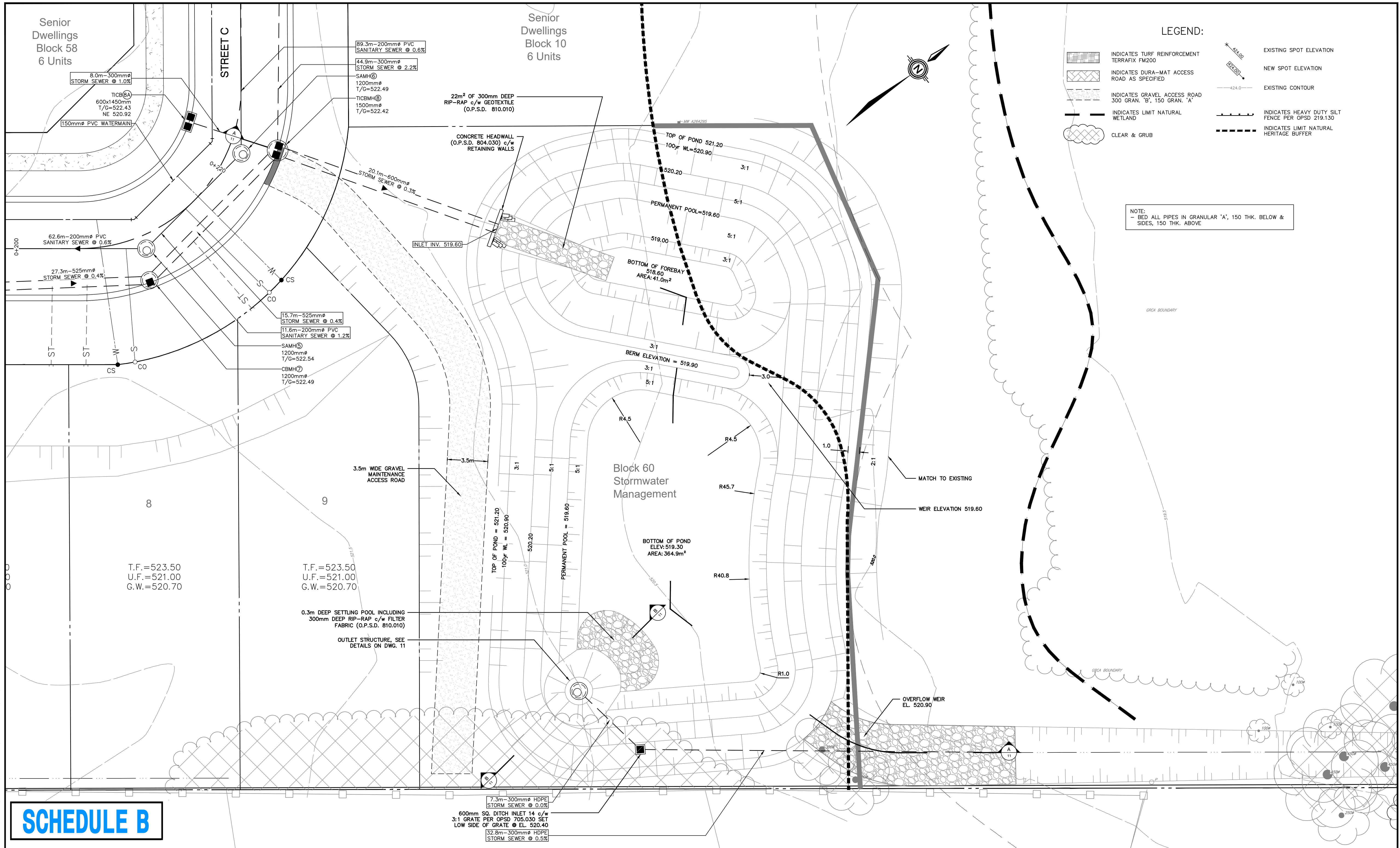
DESIGNED BY: C.J.D.W.
CHECKED BY: P.F.Z.
APPROVED BY: R.K.
DATE: JUNE 2021

TRITON
ENGINEERING
SERVICES
LIMITED
Consulting Engineers

SCALE:
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V:1:50 V:1:100
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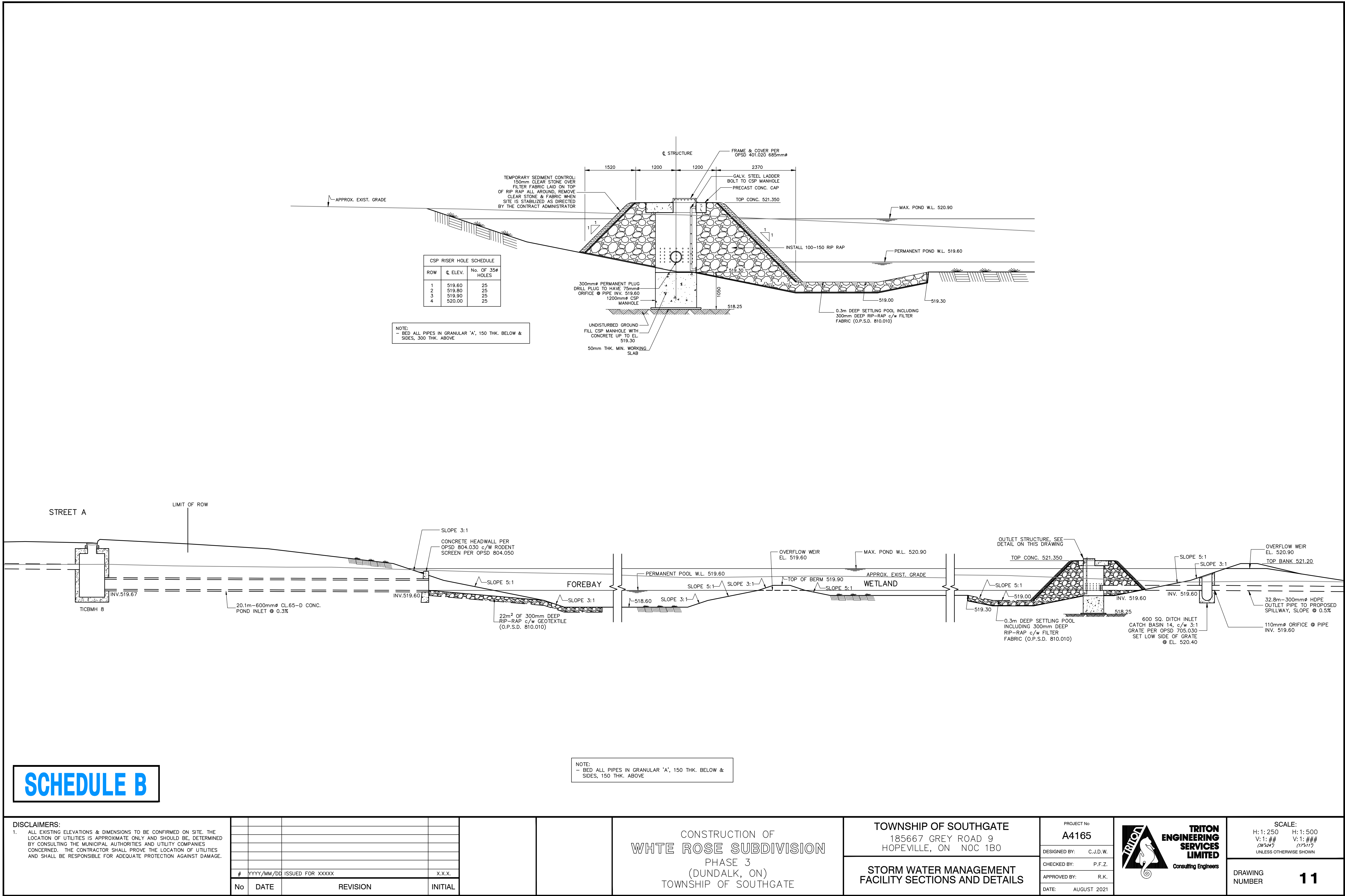
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NUMBER
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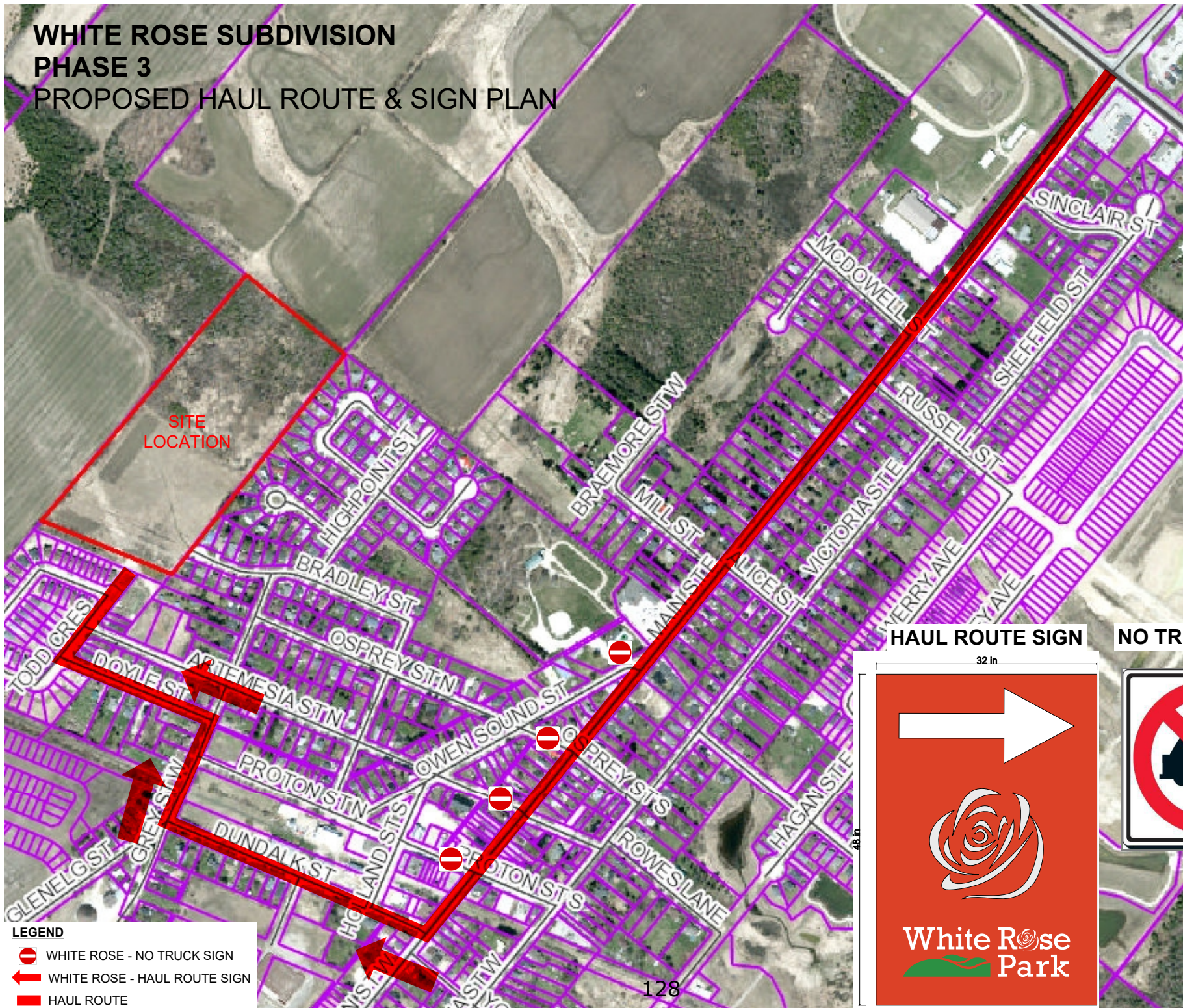
DISCLAIMERS: 1. ALL EXISTING ELEVATIONS & DIMENSIONS TO BE CONFIRMED ON SITE. THE LOCATION OF UTILITIES IS APPROXIMATE ONLY AND SHOULD BE DETERMINED BY CONSULTING THE MUNICIPAL AUTHORITIES AND UTILITY COMPANIES CONCERNED. THE CONTRACTOR SHALL PROVE THE LOCATION OF UTILITIES AND SHALL BE RESPONSIBLE FOR ADEQUATE PROTECTION AGAINST DAMAGE.				CONSTRUCTION OF WHITE ROSE SUBDIVISION PHASE 3 (DUNDALK, ON) TOWNSHIP OF SOUTHGATE		TOWNSHIP OF SOUTHGATE 185667 GREY ROAD 9 HOPEVILLE, ON N0C 1B0 STORM WATER MANAGEMENT FACILITY PLAN		PROJECT No A4165 DESIGNED BY: C.J.D.W. CHECKED BY: P.F.Z. APPROVED BY: R.K. DATE: AUGUST 2021	 TRITON ENGINEERING SERVICES LIMITED Consulting Engineers	SCALE: 1:150 1:300 (38'x24') (17'x11') UNLESS OTHERWISE SHOWN
#	YYYY/MM/DD	ISSUED FOR	XXXXX	X.X.X.						DRAWING NUMBER 10

c:\southgate - temp\c41655 - white rose park phase 3 (plus forestry)\c41655-000.dwg - 2021-07-08 - cswb



**WHITE ROSE SUBDIVISION
PHASE 3
PROPOSED HAUL ROUTE & SIGN PLAN**

**SITE
LOCATION**



LEGEND

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



105 Queen Street West, Unit 14
Fergus
Ontario N1M 1S6
Tel: (519) 843-3920
Fax: (519) 843-1943
Email: info@tritoneng.on.ca

ORANGEVILLE • FERGUS • HARRISTON

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

2570970 Ontario Inc. at 138 Kale Cres. Maple, ON agree to meet the following conditions required by the Township of Southgate in respect to 159 Bradley St. soils importation.

1. Keep accurate and current soils records on site and make them available to Township staff available upon request.
2. Keep accurate and current truck tracking records on site and make them available to Township staff available upon request.
3. Post Soils permit on site and make available copy of Soils By-law 2017-049 for public viewing.
4. Install and operational mud mat at the entrance/exit of the site.
5. Have street sweeper and water truck on site and keep the street clean within a 24-hour period.
6. Post truck route signage at Owen Sound St. and all north direction streets exiting from Main St.

Sincerely,

V. De Palma

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 CBO2022-003

Title of Report: CBO2022-003– Building Department Vehicle Purchase
Department: **Building Department**
Council Date: March 2, 2022

Recommendation:

Be it resolved that Council receive staff report CBO2022-003 for information; and
That Council direct staff to proceed with a Request for Vehicle Purchase using Building Department funds to purchase a AWD SUV for the Building Department.

Background:

The Building Department had budgeted \$45,000 in the 2021 budget, for the purchase of a vehicle to accommodate an additional inspector to the department in April 2021. The contract was awarded in 2021 but could not be fulfilled by vender due to Covid delays.

Staff Comments:

The Building Department requires the capabilities of a rugged SUV vehicle with capable ground clearance to traverse rough terrain and mud/snow conditions.

Staff is seeking approval for a \$45,000 investment in a SUV vehicle which can be effectively used for inspections.

Note: The Request for Vehicle purchase document is included at Attachment 1 to Staff Report CBO2022-004 – By-law Enforcement Vehicle Purchase (following this report in the agenda) as a consolidated request for both vehicles.

Financial Implications:

The financial impact of recommendation of a SUV vehicle of \$45,000 plus applicable tax has been included in the Building Department 2021 Capital Budget. Unused 2021 vehicle funding will be available as it was transferred to Building reserves end of 2021.

The Building Department budget is not funded by Public funds/Taxes.

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 staff report CBO2022-003 for approval to request tenders for a SUV vehicle.
2. That Council direct staff to proceed with using Building Department funds to purchase a SUV vehicle for Building Department use.

Respectfully Submitted,

Dept. Head Approval: *Original Signed By*
Bev Fisher, CBO

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

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

Attachments: None



Staff Report CBO2022-004

Title of Report: CBO2022-004– By-Law Enforcement Vehicle Purchase
Department: **By-Law Enforcement Department**
Council Date: March 2, 2022

Recommendation:

Be it resolved that Council receive staff report CBO2022-004 for information; and

That Council direct staff to proceed with Request for Vehicle Purchase using By-Law Enforcement funds to purchase a AWD SUV for By-Law Enforcement Department.

Background:

The By-Law Enforcement Department has budgeted \$50,000 in the 2022 budget, for the purchase of a vehicle to accommodate a new by-law officer to the department in April 2022.

Staff Comments:

The By-Law Enforcement Department necessitates a vehicle which helps to identify the authority of Southgate Township and the distinct department. Capabilities of a rugged SUV vehicle capable of ground clearance to traverse rough terrain and mud/snow conditions are required to complete off road inspections.

Staff is seeking approval for a \$50,000 investment in a SUV vehicle which can be effectively used for inspections.

Financial Implications:

The financial impact of recommendation of a SUV vehicle of \$50,000 plus applicable tax has been included in the By-Law Enforcement Department 2022 Capital Budget. The Township of Southgate's growth spurt has made by-law enforcement a priority to complete in a timely matter. The addition of this vehicle will allow timely independent inspections to occur without delays due to vehicle availability within the building department.

Communications & Community Action Plan Impact:

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

Goal 2 - Revitalizing Downtown Dundalk

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 staff report CBO2022-004 for approval to request tenders for a SUV vehicle.
2. That Council direct staff to proceed with using By-Law Enforcement Department funds to purchase a SUV vehicle for By-Law Enforcement Department use.

Respectfully Submitted,

Dept. Head Approval: *Original Signed By*
Bev Fisher, CBO

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

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

Attachments:

- Attachment 1 – Building and By-law Vehicle RFP document

Request for Proposals (RFP) Bid Response – Vehicle Purchases

RFP for Vehicle Purchases: Two (2) - New 2022 4 Door SUV all-wheel drive

Name of Company: _____

Address Telephone #

Name of Person with Signing Authority

Position of Person with Signing Authority (Please print using ink or type)

Electronic Submissions clearly marked "New 2022 4 Door SUV" must be sent via email to: tenders@southgate.ca

Submission closing date: March 15, 2022 at 2:00pm

Township Contact/Project Liaison: Bev Fisher

Email address: bfisher@southgate.ca

Notice to Bidders Regarding this Document

Contractors are advised to carefully read the clauses in this document as a Contract Agreement and confirm acceptance of same with approval below:

Witness

Signature of Signing Authority

Date: _____

Instructions to Bidders - Equipment & Vehicle Purchases

Project Information

Tenders document clearly marked "**2022 4 Door AWD SUV**" must be sent electronically to tenders@southgate.ca

Submission deadline is March 15, 2022, at 2:00pm

Scope of Equipment Requirements

The intent of this bid is to Purchase a Building Department vehicle.

Equipment Delivery Location

Location: Hopeville Administration Office
Address: 185667 Grey Rd 9 Dundalk ON N0C1B0

Township Contacts

Any questions or concerns arising out of this procurement document, should be addressed to:

Name & Title: Bev Fisher
Chief Building Official
Phone: 519-923-2110 x 240
Email Address: bfisher@southgate.ca

All questions and requests for interpretation or clarification are to be made in writing to Bev Fisher and shall use the subject line

"2022 SUV AWD vehicle".

Proposal Opening

The opening of the submissions shall commence just after 2:00 pm on March 15, 2022, unless the CAO or designate acting reasonably postpones the start to some later hour, but the opening shall continue once started, until the last bid is opened.

The opening will be held virtually, please use the following link to access the opening.

<https://global.gotomeeting.com/join/153910205>

You can also dial in using your phone.

Canada: +1 (647) 497-9391

Access Code: 153-910-205

New to GoToMeeting? Get the app now and be ready when your first meeting starts: <https://global.gotomeeting.com/install/153910205>

Project Timelines

The Township of Southgate approximate project timelines are as follows:

- i. Procurement Closing date: March 15, 2022
- ii. Commencement of Bid Evaluations: March 15, 2022
- iii. Recommendation to Council for Approval: April 6, 2022
- iv. Notification of Successful Contractor: April 7, 2022
- v. Required Delivery Date: ASAP

Payment Terms

Each bid proposal shall provide a payment terms based on the bid price submitted for the equipment related to deposits and delivery payment schedule.

General Conditions – Equipment & Vehicle Purchases

Extent

The Contractor shall be liable for all costs of providing the equipment as specified, delivery, accessories, options and documentation materials as part of the bid proposal.

Contractor's Responsibility

Upon notification of acceptance of the contract and before the final approval of the equipment order confirmation, the contractor must provide the Township of Southgate with an acceptable delivery schedule.

Protection of Property

The Supplier will be responsible for any damage that may occur relative to the equipment until delivery to the Township location and staff inspection and final acceptance. Any damage done to Southgate's or surrounding property must be made good to the satisfaction of Southgate.

Applicable Legislation

- A. The Contractor shall comply with all applicable Provincial and Federal legislation and regulations, including the Occupational Health & Safety Act and pertinent Southgate by-laws.
- B. Municipal Freedom of Information and Protection of Privacy Act – Any personal information provided in this document will be used for selection purposes only as per the Municipal Freedom of Information and Protection of Privacy Act.
- C. Accessibility for Ontarians with Disabilities Act, 2005 – The successful contractor must be in compliance with the Township of Southgate Accessible Customer Service Policy under the AODA, 2005 and provide proof that training requirements have been met.

Termination

If, at the discretion of the Township of Southgate, there is default by the Contractor of any of the terms contained herein, Southgate shall have the right to terminate the contract upon giving the Contractor twenty-one (21) days' notice to address the concerns or issues to successfully complete the project.

Upon termination of the contract, the balance of the contract price shall be forfeited.

Acceptance or Rejections

- Lowest or any Bid proposal is not necessarily accepted.
- All Bid proposals must provide pricing for each of their submissions.

Southgate reserves the right to award the equipment purchase to the contractor with the best proposal for the Township of Southgate. Southgate also reserves the right to reject any or all bids or award the contract to other than the lowest bid received, if in Southgate's opinion, it is in the best interest of the Township.

Proposals to Include

- a) Description of Firm - Firm's brief history with highlights of services provided.
- b) Curriculum Vitae/Experience - An outline of qualifications and experience of the company related to service quality, response time, reliability/uptime guarantees, equipment maintenance and part availability.
- c) Equipment Features - A description of the equipment, specifications, ergonomics, options and inclusion of a feature's analysis comparison.
- d) Equipment/Delivery Schedule - An outline of the approach proposed to meet the requested schedule(s).

Evaluation and Selection – Equipment & Vehicle Purchases

Selection Process

Proposals will be assessed based on information provided by the Respondent at the time of submission. The evaluation of Proposals will be conducted by an Evaluation Committee comprised of staff members from the Township of Southgate. The Evaluation Committee reserves the right to interview and facilitate presentations in order to gain additional detail outside of the proposals received.

Evaluation Criteria

Proposals will be assessed against the following criteria. The Township reserves the right to shortlist firms for further evaluation and interviews which may alter the final scoring results. Proposals will be scored based on meeting or exceeding the expectations of the established evaluation criteria.

	Evaluation Criteria	Weight Factor
1.	Qualifications and Experience of Company	10
2.	Design of Equipment and Features	20
3.	Delivery Schedule	10
4.	Equipment Cost	50
	Total	100

Note: Weight factors may be changed based on the type of procurement process, the type or items being purchased and the importance of pricing versus other evaluation criteria.

The Township reserves the right to reject any or all proposals. The Township also reserves the right to not proceed with the equipment procurement without stating reason thereof.

Selection of a proposal(s) will be based on all the above criteria and any other relevant information provided by the Respondent(s).

All proposals are to be submitted with the understanding that the selection of a proposal for discussion by the Evaluation Committee shall not thereby result in the formation of a contract. Nor shall it create any obligation on the Township to enter into further discussions.

Respondents shall include in their proposal a minimum of three (3) project references demonstrating these attributes, preferably in projects of a similar equipment use to that specified herein. The equipment procurement will be awarded to the respondent who, in the sole judgment of the Township, provides the best overall value. The Township will not be obligated to select the lowest cost or any proposal.

The Township reserves the right to conduct reference checks on the Respondents, the results of which may affect the award decision. The Township reserves the right to

negotiate equipment features and attachment requirements with the awarded supplier. These negotiations may affect the price proposal.

Bidder Checklist and Submissions Requirements Equipment & Vehicle Purchases

RFP Submissions Inclusions:

The RFP proposal submission shall include the following documents:

1. A copy of this RFP document as provided with all signature approvals.
2. Complete the Required Bidder Documents Checklist forms.
3. Provide the Bidder Information Responses.
4. Complete the Bid Form Pricing Submission.
5. Include the Bid Deposit if applicable.
6. Complete the Bid Form Declaration; and
7. Provide any supporting documentation, materials, proposal explanations, etc. will be accepted and used as part of the selection process.

Company Contact Information

Contractor Company Name: _____

Company Phone #: _____

Company Representative: _____

Cell Phone #: _____

Bid Form Declaration – Equipment & Vehicle Purchases

This Bid Proposal is submitted by: _____

To: The Township of Southgate

1. I _____ **OF** _____

DECLARE that no person, firm or corporation other than the one whose signature or the signature of whose proper officers and the seal is or are attached below has any interest in this Proposal or in the contract proposed to be taken.

2. I FURTHER DECLARE that this Proposal is made without any connection knowledge, comparison of figures or arrangement with any other company, firm or person making a Bid for the same equipment and is in all respects fair and without collusion or fraud.

3. I FURTHER DECLARE that no employee of the Township or elected official is or will become interested directly or indirectly as a contracting party or otherwise in the performance of the contract or in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be used therein or in any of the monies to be derived therefrom.

4. I FURTHER DECLARE that the several matters stated in the said Proposal are in all respects true.

5. I FURTHER DECLARE that I have carefully examined the Proposal, Instruction to Bidders, General Conditions, Proposal Specifications/Requirements proposed and hereby acknowledge the same to be part and parcel of any contract to be let for the equipment therein described or defined and do all the work and to provide the services of the equipment mentioned for the prices stated on the Bid Form Pricing Submission.

6. I FURTHER DECLARE that I have a clear understanding of all the work involved in this contract.

7. I FURTHER DECLARE that this offer is to continue to be open to acceptance until the formal awarding is made to the successful Bidder for the said project OR for a period of sixty (60) days after the closing date, whichever first occurs and that the Township may, at any time, within that period, without notice, accept this Proposal whether any other Proposal has been previously accepted.

8. I FURTHER DECLARE that the awarding of the equipment based on this Proposal by the Township shall be an acceptance of this Proposal.

9. I FURTHER DECLARE that in the event of default or failure on our part, that the Township shall be at liberty to advertise for new Proposals, or to carry out the works in any other way they deem best, and we also agree to pay to the said Township the difference between this Tender and any greater sum which the said Township may expend or incur by reason of such default or failure or by reason of such action as aforesaid, on their part, including the cost of any advertisement for new Proposals; and to indemnify and save harmless the Township of Southgate and their officers from all loss, damage, cost charges and expenses which they may suffer or be put to by reason of any such default or failure on our part.

(COMPANY NAME)

(SIGNATURE)

(ADDRESS)

(PRINT NAME & TITLE)

(CITY OR TOWN)

(WITNESS OR SEAL)

(POSTAL CODE)

(DATED)

The Township of Southgate acquiring one new SUV. This request requires your response to the following questions and your company providing a cost to the Township to acquire the described vehicle options. All prices quoted must be final sale price, taxes excluded.

Bid Response Form

Options required:

1. Engine:	2.0 Litre Min	Specify: Yes	No
2. Optional:	Hybrid	Specify: Yes	No
3. Transmission:	6 Speed (Min)/Variable Type_____	Specify: Yes	No
4. 4 Door		Specify: Yes	No
5. AWD Drive	with Automatic Shift	Specify: Yes	No
6. Power Windows		Specify: Yes	No
7. Power Door Locks (Keyless Entry)		Specify: Yes	No
8. Remote Start		Specify: Yes	No
9. Exterior Paint	Blue_____ Other_____	Specify: Yes	No
10. Black Interior		Specify: Yes	No
11. LED Fog Lamps		Specify: Yes	No
12. Front Seat w/ Centre console storage Type_____		Specify: Yes	No
13. Carpet floor covering w/ moulded floor mats front& rear		Specify: Yes	No
14. Air Conditioning		Specify: Yes	No
15. Am/Fm Entertainment Centre Bluetooth Compatible		Specify: Yes	No
16. Driver Assist w/ 8" touch screen Camera		Specify: Yes	No
17. 110v Power outlet in cab and in cargo area		Specify: Yes	No
18. Front and Rear Chrome Bumpers		Specify: Yes	No
19. Chrome/Painted Grill		Specify: _____	
20. Front and Rear Black splash guards		Specify: Yes	No
21. Other:			
Specify:	_____		

NOTE: The lowest or any quotations will not necessarily be accepted.

Price per vehicle for 2022 4 Door SUV AWD _____

HST _____

Total _____

Signature of Signing Authority: _____

Dated: _____



Staff Report REC2022-002

Title of Report: REC2022-002-Lawn Maintenance Contract 2022-2023
Department: Recreation
Council Date: March 2, 2022

Recommendation:

Be it resolved that Council receive Staff Report REC2022-002 for information; and
That Council release the Lawn Maintenance Contract RFQ to secure a Contractor for the 2022-2023 grass seasons.

Background:

Lawn Maintenance Contract is a bi-annual contract.

Staff Comments:

With the increased demand on the Facilities Programmer, added to the contract for the potential of letting more properties for the 2022 season. The following properties have been added to research pricing:

Hopeville Works Depot 185667 Grey Rd 9

Swinton Park Community Centre 245308 Southgate Rd 24

Proton Station Park 280114 Artemisia Southgate Townline

Inistoge Cemetery 773048 Highway 10

Financial Implications:

Lawn Maintenance Contract is included in operational budget.

Communications & Community Action Plan Impact:

Goal 4 - Adequate and Efficient Public Facilities

Strategic Initiatives 4-A Consider all facilities growth and equipment needs to deliver municipal services.

Concluding Comments:

The RFQ document is included in this report as Attachment #1, to start a process to hire a contractor and execute a Rural Lawn Maintenance Contract for 2022 and 2023.

Respectfully Submitted,

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

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

Attachments:
Lawn Maintenance Contract 2022-23



Township of Southgate Request for Quote (RFQ) Lawn Maintenance Contract

Instructions to Bidders

1. Quotation Bids

Sealed quotations clearly marked "**Lawn Maintenance Contract**" must be addressed to the following:

Township of Southgate
Attention: Kevin Green, Facilities Manager
185667 Grey Rd 9, RR 1
Dundalk, Ontario N0C 1B0

Submission closing date: **March 24th, 2022, at 12:00 pm**

2. Scope

The intent of this project is to supply the necessary labour, equipment and services to complete the Lawn Maintenance Contract for the 2022-23 seasons, in all areas as listed in the attached pages.

3. Examination of Site

Each Contractor must visit the site of the proposed work before submitting the tender and must be satisfied by personal examination as to the local conditions that will be present while completing the specified work. The Contractor shall determine the difficulty of the facilities to be encountered. The Contractor shall not claim that there was any misunderstanding of the terms and conditions of the contract relating to site conditions at any time after submission of tender.

4. Acceptance or Rejections

Lowest or any tender not necessarily accepted.

Southgate reserves the right to award the total of the locations to one or separate contractors. Southgate also reserves the right to reject any or all bids or award the contract to other than the lowest tender, as in Southgate's opinion, may be in the best interest of the Township.

General Conditions

1. Extent

The Contractor shall be liable for all costs of doing the work including labour, equipment and materials.



2. **Contractor's Responsibility**

Upon notification of acceptance of the contract and before the commencement of work, the contractor must provide the Township of Southgate with a Certificate of Insurance as per the following:

- (a) The Contractor shall be protected and indemnify and save harmless the Corporation of the Township of Southgate from any and all claims which may arise from the Contractor's operations where bodily injury, death or property damage is caused, and shall, without restricting the generality of the foregoing, maintain insurance acceptable to Southgate, subject to limits of liability of not less than \$3 million inclusive.
- (b) All liability policies shall be written in such terms as will fully protect the Contractor notwithstanding his assumption of liability and his indemnity covenants under the contract.
- (c) All liability insurance policies shall be written in the names of the Contractor and the Corporation of the Township of Southgate and shall be subject to a cross liability clause. The Contractor agrees to provide to Southgate a Certificate of Insurance in compliance with the above including a warranty that the insurer will not cancel said policies without thirty days written notice of such cancellation provided to Southgate. Such certificate shall clearly indicate the amount deductible/applicable, if any.
- (d) Certificate of such other insurance as the owner may from time to time deem necessary.
- (e) The Contractor shall maintain such insurance and pay such assessments as to protect both the contractor and the owner from claims under the Workers' Compensation Act.

3. **Workers' Compensations**

The Contractor shall submit a Clearance Certificate every 60 days during the active working period and at completion of contract.

4. **Protection of Property**

The Contractor will be responsible for any damage that may occur relative to the execution of all operations arising from this contract. Any damage done to Southgate's or surrounding property must be made good to the satisfaction of Southgate. If applicable, any trees, shrubs, flowerbeds, walks, drives, etc. shall be properly protected. Picnic tables and other outdoor



fixtures must be moved by hand. Any expenses for damage caused by the contractor pushing or moving outdoor fixtures with grass cutting equipment will be the responsibility of the contractor.

5. **Applicable Legislation**

- A. The Contractor shall comply with all applicable **Provincial and Federal legislation and regulations, including the Occupational Health & Safety Act and pertinent Southgate by-laws.**
- B. **Municipal Freedom of Information and Protection of Privacy Act** – Any personal information provided in this document will be used for selection purposes only as per the Municipal Freedom of Information and Protection of Privacy Act.
- C. **Accessibility for Ontarians with Disabilities Act, 2005** – The successful contractor must be in compliance with the Township of Southgate Accessible Customer Service Policy under the AODA, 2005 and provide proof that training requirements have been met.

6. **Protection**

Temporary safeguards and protection shall be provided to adequately guard against injuries to the public, particularly children and workmen, by accidents around and adjacent to the project.

Specifications

1. **Areas to be Maintained**

Lawn areas to be maintained will include all areas designated as parklands including parks, islands, riverbanks and playing fields and all other areas within the Township of Southgate as designated by the Township of Southgate Recreation Department/Works Department.

2. **Maintenance Operations**

- (a) The successful contractor shall commence lawn mowing within 24 hours upon the request of the Facilities Manager and/or Designate.

The cutting schedule will be as follows:

Planned Cuts for the month	Approximate Frequency
May – 4 cuts (Pending on date of first cut)	every 7 days
June – 4 cuts	every 7 days
July – 2 cuts	every other week
August – 2 cuts	every other week
September – 2 cuts	every 15 days
October – 1 cut	



-
- (b) Additional requests for cutting will be at the discretion of the Facilities Manager and may extend into April and/or October. **Requests will be confirmed via email.** Additional cuts may be at certain locations only and may be specific to each location.
 - (c) All areas as designated are to be maintained in a tidy state on a regular basis by mowing and trimming around fixed obstacles. It is to be understood that all areas requiring lawn maintenance include the area to the edge of the road or curb.
 - (d) The grass cut height is 2 ½ inches (6 ½) centimeters. Sports fields grass cut height 2 inches (5) centimeters. It may be necessary in some cases to collect grass clippings to keep a well-groomed lawn.
 - (e) The owner shall notify the Contractor only once of maintenance that has not been carried out as specified in this contract. The owner shall then perform any catch up or emergency cutting with own forces and adjust contract payment accordingly.
 - (f) Contractor must supply Township of Southgate with Occupation Health and Safety Standard Operating Procedures for all equipment signed by all operators.

Director of Work

The Facilities Manager and/or Designate reserve the right to direct the operations of the Lawn Maintenance, to inspect the Contractor's equipment from time to time and to restrict the use of any equipment which may be deemed detrimental to the Parks system.

Termination

If, at the discretion of the Facilities Manager and/or Designate, there is default by the Contractor of any of the terms contained herein, Southgate shall have the right to terminate the contract upon the giving of fifteen (15) days notice to the Contractor.

Upon termination of the contract, the balance of the contract price shall be forfeited.



Contractor Health and Safety Agreement

It is our objective at the Township of Southgate, to provide all persons within our workplace, the opportunity to work in a safe environment. It is the Municipality's Policy to totally eliminate all accidents through Health and Safety Standards. All Employees, Contractors, Subcontractors, Suppliers and any other Service Providers to our projects must co-operate and make all reasonable efforts to ensure the maximum protection and minimum inconvenience to the general public, occupants, and the environment.

The Township of Southgate believes the following ideals must be accepted and followed in order to ensure safety on our projects:

1. Any Contractor hired by Southgate must ensure that their employees have safety training and certificates equal or exceeding the requirements set forth in the current Occupational Health and Safety Act and current regulations.
2. The Contractor(s) on the project must work in conjunction with Southgate's appointed Health and Safety representatives. All Contractors must follow Health and Safety policies set forth by Southgate.
3. The Contractor must report and investigate all incidents, and near accidents to the Southgate's Public Works Manager, and Health and Safety representatives within 6 hours.
4. Health and Safety issues will always be given immediate attention by the Municipality, its representatives, contractors and subcontractors.
5. All applicable current and environmental legislation/regulation(s) are considered a minimum requirement;
6. All employees, contractors/sub-contractors, suppliers and visitors/residents must immediately report unsafe conditions, incidents, and accidents to Southgate's Project/Site Supervisor or the Township of Southgate's Occupational Health and Safety Committee;

Failure to adhere to one of the above stated requirements would jeopardize the Health and Safety of all. Through a safety conscious workforce, the quality of work and production will ensure safe and timely project completion. All accidents will be investigated to determine the causes and corrective actions to prevent recurrence.

Disciplinary Action in the form of:

Step 1 – verbal warning

Step 2 – written warning

Step 3 – notification to the Ministry of Labour re: Health and Safety Violations of the Legislation/regulation(s), and unsafe work practices.

Southgate takes pride in the commitment of our employees and contractors, and will take the necessary steps to ensure Health & Safety on all projects.

A WSIB Certificate must be attached.



Contractor Approval: _____

Contact Phone Number: _____

Pre Bid Checklist and Submissions Required

Contractor Responsibilities	Municipal Required	Contractor Submitted
Documentation: <ul style="list-style-type: none">• WSIB Certificate of Clearance (equivalent private)• Liability Insurance Certificates \$3,000,000 min• Health and Safety Policy Statement and Operating Procedures	<div><input checked="" type="checkbox"/></div> <div><input checked="" type="checkbox"/></div> <div><input checked="" type="checkbox"/></div>	<div><input type="checkbox"/></div> <div><input type="checkbox"/></div> <div><input type="checkbox"/></div>
General Requirements: <ul style="list-style-type: none">• Comply with all Legislation, Regulations and Codes• Enforce compliance with Municipal issued safety violations• Perform regular safety inspections of project• Employ only qualified competent workers on project• Provide qualified competent on-site supervision• Provide copies of MOL reports, orders, charges related to the project within 24 hours of receipt• Provide accident reports for critical injuries related to this project to Municipality within 24 hours and all other accidents within 3 days	<div><input checked="" type="checkbox"/></div> <div><input checked="" type="checkbox"/></div> <div><input checked="" type="checkbox"/></div> <div><input checked="" type="checkbox"/></div> <div><input checked="" type="checkbox"/></div> <div><input checked="" type="checkbox"/></div> <div><input checked="" type="checkbox"/></div>	<div><input type="checkbox"/></div> <div><input type="checkbox"/></div> <div><input type="checkbox"/></div> <div><input type="checkbox"/></div> <div><input type="checkbox"/></div> <div><input type="checkbox"/></div> <div><input type="checkbox"/></div>

Signature: _____



Bid Form:

Statement of Qualifications

- a) As an integral part of this tender, the Contractor shall list her/his experience in Lawn Maintenance, which has been completed successfully, of a similar nature to that being tendered

CONTRACT

Description & Location

DATES

(Start-Finish)

REFERENCE

PHONE #

- b) My/our proposed number of personnel and supervisors to carry out this contract are as follows:

Number of Personnel

Number of Supervisors

Minimal Equipment Requirements

Tenderer's Specifications

One (1) 60" Mowing Units

Necessary auxiliary hand operated equipment (mowers, trimmers), etc.

Transportation (equipment)

ALL BLANKS MUST BE FILLED IN TO INDICATE THAT BIDDERS HAVE THE REQUIRED EQUIPMENT OR IDENTIFY EQUIPMENT THAT THEY WILL PURCHASE.

Further, the Contractor will list below the equipment of similar size that is at his/her IMMEDIATE DISPOSAL to be used as "BACK UP" equipment in the event of a breakdown of his/ her assigned mowing equipment.



Specified Areas

1. Dromore Playground & Ball Diamond/Soccer Field 224240 Southgate Rd 22
2. Holstein Ball Diamond/Park Area & Cenotaph 392029 Grey Rd 109
3. Holstein Work Depot 123273 Southgate Rd 12
4. Cemetery on Southgate Sideroad 41, south of Southgate Rd 12 on East side
5. Cemetery at 391692 Grey County Road 109
6. Parking Lot across from 392098 Grey County Road 109 – Loves Sugar Bush
7. Hopeville Works Depot 185667 Grey Rd 9
8. Swinton Park Community Centre 245308 Southgate Rd 24
9. Proton Station Park 280114 Artemisia Southgate Townline
10. Inistoge Cemetery 773048 Highway 10

Method of Payment

The contract price submitted for lawn maintenance shall be paid in progress payments for work completed to the end of May, June, July, August and September with the approval of the Facilities Manager.

**TOWNSHIP OF SOUTHGATE
RECREATION**

550 Main St. E Dundalk ON N0C 1B0

Kevin Green, Facilities Manager



Phone: (519) 923-3431

Toll Free: (888) 560-6607

Web: www.southgate.ca

e-mail: kgreen@southgate.ca

PRICE SUBMITTED

Contractor Name: _____

Location

Price per cut

Dromore Playground &
Ball Diamond/Soccer Field

\$ _____

Holstein Ball Diamond/Park Area,
Cenotaph & Soccer Field

\$ _____

Holstein Work Depot

\$ _____

Cemetery Sideroad 41

\$ _____

Cemetery Grey Rd 109

\$ _____

Parking Lot Love's Sugar Bush

\$ _____

Hopeville Work Depot

\$ _____

Swinton Park Community Centre

\$ _____

Proton Station Park

\$ _____

Inistoge Cemetery

\$ _____

Note: Not all locations may be included when contract is let.



Lawn Maintenance Contract

I/we, the undersigned, have carefully examined the locality and sites of the proposed work and, hereby agree to furnish all labour, materials, equipment and services necessary to complete the work for the 2022-23 seasons, in accordance with the attached Instructions to Bidders, General Conditions and Specifications for Tender Contract Price:

Name of Contractor _____

Address _____

Phone Number _____

Signature: _____

Date: _____

Workers' Compensation Number _____

Contractors' Insurance _____

Address _____

Township of Southgate

Signature: _____

Date: _____

**Township of Southgate
Administration Office**

185667 Grey Road 9
Dundalk, ON N0C 1B0



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

Staff Report FIN2022-009

Title of Report: FIN2022-009 Development Charge Study RFP

Department: Finance

Council Date: March 2, 2022

Recommendation:

Be it resolved that Council receive Staff Report FIN2022-009 Development Charge Study as information; and

That Council awards the Development Charge Study tender to Watson & Associates Economists Ltd. for \$29,840 plus HST.

Background:

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

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

On January 19, 2022, Council received FIN2022-005 approved the release of a Development Charge Study Request for Proposal (RFP).

Staff Comments:

The Development Charge Study RFP was released, posted on the website, published in the local papers and the Owen Sound Sun Times, and emailed directly to Hemson Consulting Ltd and Watson & Associates Economists Ltd.

On February 17, 2022, a virtual tender opening was conducted at 2pm attended by Treasurer William Gott, CAO Dave Milliner, and Asset Coordinator & Financial Analyst Aakash Desai. The only submission came from Watson & Associates Economists Ltd. Hemson Consulting Ltd. sent notice that given the required scope and timetable they must decline to provide a bid due to existing project commitments.

Staff recommends awarding the tender to Watson & Associates Economists Ltd. for \$29,840 plus HST.

Financial Implications:

The 2022 Budget anticipates the completion of a DC Study at a cost of \$60,000, funded through DC Reserves of \$54,000 and taxation of \$6,000. The project was deferred from 2021.

The proposal cost of \$30,365.18 (\$29,840 plus non-recoverable HST) would be funded through DC Reserves of \$27,328.67 and taxation of \$3,036.51.

Communications & Community Action Plan Impact:

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

Mission Statement Pillars

- Trusted Government
- Economic Prosperity.

Themes:

- Municipal Services
- Public Communications

Core Values:

- Integrity
- Stewardship

Concluding Comments:

By-law 2017-138, being a By-law with respect to Development Charges expires at 12:01 AM on November 16, 2022 unless it is repealed by Council at an earlier date. Staff recommends awarding the Development Charge Study RFP to Watson & Associates Economists Ltd. for \$29,840 plus HST.

Respectfully Submitted,

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

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

Attachment:

None

Township of Southgate

Administration Office

185667 Grey Road 9, RR 1

Dundalk, ON N0C 1B0



Phone: 519-923-2110

Toll Free: 1-888-560-6607

Fax: 519-923-9262

Web: www.southgate.ca

Staff Report PW2022-009

Title of Report: PW2022-009 Award Recommendations for 2022 Equipment Rentals, Gravel, Winter and Pick-up Truck Tenders

Department: Public Works

Branch: None

Council Date: March 2, 2022

Recommendation:

Be it resolved that Council receive Staff Report PW2022-009 for information; and **That** Council approve the recommendations to award the 2022 equipment rentals quotes as received; and

That Council approve the recommendations to award the 2022 road maintenance tenders as received from Donnegan's Haulage Ltd. to be awarded the Crushed Gravel, Cedarwell Excavating to be awarded the winter sand and Trillium Ford to be awarded the 4x4 pick-up truck.

Background:

The 2022 equipment rentals quotes and the road maintenance tenders and 4x4 pick-up truck virtual openings were conducted on Tuesday February 22, 2022 at 2:00pm. Treasurer Liam Gott, Deputy Treasurer John Kurian, Public Works Foreman/Fleet Manager Phil Wilson and Public Works Lead Hand Paul Stevenson participated in the opening.

Staff Comments:

Staff recommends awarding the equipment rentals quotes and the road maintenance tenders to the following:

- 1.12473020 Canada Inc. (Mitch Rice) be awarded the Back-Hoe Rental quote at \$110.00 per hour, floating \$50.00/hour and grave opening at \$225.00 and grave closing at \$235.00.
2. Reeves Construction be awarded the Dozer Rental quote at \$105.00 per hour.
3. Ben Hopkins be awarded the Excavator Rental quote for \$135.00 per hour excluding HST.
4. Reeves Construction be awarded the Tri Axle Truck Rental quote at \$107.50 per hour.
5. Donnegan's Haulage Ltd. be awarded the Crushed Gravel tender at \$399,000.00 plus HST.
6. Winter sand be awarded to Cedarwell Excavating in the amount of \$163,850.00 plus HST.
7. The Dundalk Maple Grove Cemetery grass cutting be awarded to Firm Grip Maintenance at a cost of \$450.00 per cut excluding HST.

8. 4x4 Pick-up truck to Trillium Ford at \$51,877.10 plus HST.

Financial Implications:

The Public Works Department has included these amounts within the 2022 Operational & Capital Budgets. The materials budgeted for Crushed Gravel is \$400,000.00, and Winter sand at \$190,000.00.

The crew cab 4x4 pick-up truck budget is \$60,000.00.

Equipment rental quotes are overall increased over 2021 pricing mainly due to fuel pricing.

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.

Strategic Initiatives

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.

Concluding Comments:

Staff recommends that Council receive Staff Report PW2022-009 for information, and that Council approve the recommendations to award the 2022 equipment rentals quotes and the road maintenance tenders as received.

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

Back-Hoe Rental Quote

Contractor	2022				
	Make	Rate	Opening Graves	Closing Graves	Float
12473020 Canada Inc		\$110.00	\$225.00	\$235.00	\$50.00

Tender for Excavator Rental

Contractor	2022		
	Make	Rate	Float
Reeves Construction	Kobelco 300	\$155.00	
	JD 490	\$120.00	
	NH 215	\$130.00	
	JD 992	\$180.00	
Esker-Lee	Kobelco SK260	\$160.00	
Ben Hopkins	JD 160	\$135.00	
Cedarwell Excavating	Hitachi 50	\$100.00	
	Hitachi 210	\$142.00	
	Hitachi 245	\$148.00	
	Hitachi 290	\$155.00	
	Hitachi 350	\$175.00	
	Hitachi 470	\$235.00	

Tender for Dozer Rental 2022

Contractor	2022		
	Make	Rate	Float
Reeves	JD 750	\$135.00	\$200.00/Hr
	NH 85	\$105.00	
Agg-Flo	Ct D6	\$180.00	\$00.00/Hr
Cedarwell Excavating	Cat D6K	\$142.00	150.00/Hr
	Cat D6T	\$185.00	
	Cat D8T	\$250.00	
Mitch Rice	D5M High Track	\$140.00	

Tender 2022 Truck Rental

Company	2022	
	Truck	Rate/Hr
Donnegan's	Tri-Axel	\$110.00
	Hooper	\$140.00
	Loader/Scales	\$130.00
Cedarwell Excavating	Tri-Axel	\$108.00
	Live Bottoms	\$150.00
	Hopper	\$135.00
	Float	\$150.00
Reeves Construction	Tri-Axel	\$107.50
Esker-Lee	Tri-Axel	\$110.00
Walkers	Hopper	\$165.00
	Loader/Scales	\$165.00

Tender for Crushed Gravel

Contractor	Location	Service	2022		
			Quantity	Unit Price	Total Price
Donegans	Hopeville	Crush Load & Apply	15,000t	\$8.00	\$120,000.00
	Holstein	Crush & Stockpile	5,000t	\$2.60	\$13,000.00
		Crush Load & Apply	30,000t	\$8.00	\$240,000.00
		Crush & Stockpile	10,000t	\$2.60	\$26,000.00
	Total				\$399,000.00
Walker Aggregates	Hopeville	Crush Load & Apply	15,000t	\$10.00	\$150,000.00
		Crush & Stockpile	5,000t	\$5.00	\$25,000.00
	Holstein	Crush Load & Apply	30,000t	\$11.00	\$330,000.00
		Crush & Stockpile	10,000t	\$5.00	\$50,000.00
	Total				\$550,000.00

Winter Sand 2022

Contractor Name	Operation	Unit Price	Quantity	Total
Walker Aggregates	Hall & Stack - Hopeville Depot	\$ 22.75	4500	\$102,375.00
	Hall & Stack - Holstein Depot	\$ 24.00	3500	\$ 84,000.00
	Total: \$186,375.00			
Cedarwell Excavating	Hall & Stack - Hopeville Depot	\$ 19.35	4500	\$98,394.75
	Hall & Stack - Holstein Depot	\$ 16.55	3500	\$65,455.25
	Total: \$163,850.00			

Cemetery Grass Cutting

Contractor/Bidder	2022		
	Rate per Cut	Tax	Total
S&E Lawncare	\$650.00	\$84.00	\$734.00
Firm Grip Maintenance	\$450.00	\$58.00	\$452.00

4X4 Crew Cab Pick-up Truck

Contractor/Bidder	2022	
	Truck Colour	Before Taxes
Trillium Ford	Red	\$ 51,877.10

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



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

Staff Report CL2022-004

Title of Report: CL2022-004 - Southgate Community Fund
Management Committee Membership

Department: Clerks

Branch: Legislative and Council Services

Council Date: March 2, 2022

Recommendation:

Be it resolved that Council receive Staff Report CL2022-004 for information; and
That Council approve the updated Terms of Reference for the Southgate
Community Fund Management Committee; and

That Council appoint Council Members _____ and _____ to the
Southgate Community Fund Management Committee for the remainder of the 2022
term.

Background:

At the March 3, 2021, regular meeting of Council, [Staff Report CAO2021-018](#) was
received in regard to the creation of a Southgate Community Fund Management
Committee (CFM) and a Terms of Reference document for the committee was
approved. Following approval, staff worked with Community Foundation Grey Bruce
to understand the aspects of the foundation and the role that a Southgate
Committee would play.

Staff then advertised locally for community members who were interested in
becoming members of the committee. At the August 4, 2021 Council meeting,
through [Staff Report CAO2021-058](#), Council appointed five community members
and Mayor Woodbury to be the members of the CFM and also approved an updated
[Terms of Reference](#) for the Committee.

Staff Comments:

Since its formation, the CFM has held one successful meeting on November 8,
2021, where a quorum of the members was obtained. The first meeting of the
Committee was scheduled for October 25, 2021, where unfortunately a quorum of
members was not obtained in the allotted timeframe, so the meeting did not begin.

Staff have since cancelled two scheduled committee meetings in January and
February 2022 due to a quorum of members not able to attend the meetings.

Staff are seeing recurring challenges with communication with members when trying to obtain quorum for the committee to be able to have successful meetings and get the committee up and running and are returning to Council to allow for two more members of Council to be appointed to the Committee so we can obtain quorum and hold successful meetings.

Currently, in accordance with the Committee's Terms of Reference, only 1 Council member is appointed and 5-7 community members. Staff have updated the Terms of Reference to allow for 3 Council members to be appointed and 2-4 community members. The draft amendments to the terms are included in red in Attachment #1. Staff are hopeful in the future that there may be more interest from community members and can look at appointing more residents in the future.

Due to the current wording of the terms of reference where it states that one Council members is appointed "in accordance with the signed fund agreement with Southgate", staff looked to the agreement and reached out to Community Foundation Grey Bruce staff for comment on whether we were able to appoint more than one Council member or not without amending the formal agreement. Stuart Reid of the Community Foundation Grey Bruce responded to these questions and his response is included in this report at Attachment #2 and he confirmed that we are allowed to structure the Committee as we see fit.

Following this Council meeting, staff will contact each community member that is currently appointed to the CFM and determine whether they are interested in continuing their appointment as a member of the Committee and report back to Council at a later date with that information.

Financial Implications:

Financial implications as a result of this report are the per diems for two more Council members to attend the committee meetings. The per diem for a half day meeting (Committee of Council/Public Meeting) is \$90.

Communications & Community Action Plan Impact:

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

Concluding Comments:

That Council receive Staff Report CL2022-004 for information and that Council approve the updated Terms of Reference for the Southgate Community Fund Management Committee and that Council appoint two more Council Members to the Southgate Community Fund Management Committee for the remainder of the 2022 term.

Respectfully Submitted,

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

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

Attachment #1 – Community Fund Management Committee – Terms of Reference
– Draft Amendments

Attachment #2 – Response from Stuart Reid of Community Foundation Grey
Bruce in relation to questions asked about Committee membership

SOUTHGATE COMMUNITY FUND MANAGEMENT COMMITTEE TERMS OF REFERENCE

Terms of Reference Policy

This Policy reflects the work of the Southgate Community Fund Management Committee and its member and member relationships.

Purpose

The Township of Southgate Community Fund (SCF) is a permanent endowed community fund, managed by Community Foundation of Grey Bruce. This fund was initiated to provide perpetual support to projects and programs of non-profit organizations within the Township of Southgate. The Southgate Community Fund Management Committee has been created to further the goals of creating a sustainable granting system for non-profit groups within the Township.

Mission Statement

To develop the Southgate Community Fund administered by Community Foundation Grey Bruce (CFGB) into a self-sustaining granting system for use by qualified non-profit groups within the Township of Southgate and surrounding areas.

Vision Statement

The Southgate Community Fund will enrich the quality of life for the people in the Township of Southgate through support of community projects, programs and charities.

Mandate of the SCF Management Committee

1. Raise awareness of the Southgate Community Fund and Community Foundation Grey Bruce opportunities;
2. Develop Community Partners;
3. Develop Public Relations & Promotional materials;
4. Hold networking events and create strategic partnering to grow the fund through various donation opportunities;
5. Provide Recommendations to Southgate Council regarding granting processes, fund development and committee structure;
6. Review annually the fund financials and their management; and
7. Review funding applications intakes twice each year and present all proposals with recommendations to the CFGB Grant Review Team for final approval.

Roles and Responsibilities

The SCF Management Committee serves in an advisory and support role in the care and growth of a Community Donor-Advised Endowed Fund, with the financial management by Community Foundation Grey Bruce, and therefore embraces the Community Foundation Grey Bruce Mission of philanthropic leadership in the community.

The SCF Management Committee will support the Foundation's objectives in asset building and grant making principles, believing in the Foundation's philosophies and

values. While the SCF Management Committee is responsible for the day-to-day management and development of this endowed fund, the evaluation and final decision making remains the responsibility of the Community Foundation Grey Bruce.

The role of the Board of Directors of the Community Foundation Grey Bruce is to set policy and monitor the management of the Southgate Community Foundation. It is a role of governance as opposed to operational management. The minutes of the meetings of the SCF Management Committee will be provided to the Board of Directors the Community Foundation Grey Bruce and Township of Southgate Council for information.

The Community Foundation Grey Bruce will support the SCF Management Committee by taking responsibility for the following:

- All investment transactions;
- All bookkeeping and auditing functions;
- Signing and filing of all agreements with other agencies;
- Issuing of all official receipts; and
- Other clerical duties as required.

Membership

The SCF Management Committee will consist of ~~8-10~~ 7-9 members of the community. Membership will be as follows:

- Two (2) Ambassadors of the Community Foundation Grey Bruce
- ~~Three (3) One (1)~~ Councillors representing the Township of Southgate in accordance with the legal agreement filed with the Community Foundation Grey Bruce that established the Legacy Fund, now known as the Township of Southgate Community Fund.
- ~~Two to Four (2-4) Five to Seven (5-7)~~ members of the Southgate Community.

Members of the SCF Management Committee will act as a nominating committee and provide names of potential members to serve on the SCF Management Committee that will be recommended to Southgate Council and Community Foundation Grey Bruce for appointment to the SCF Management Committee. Community Foundation Grey Bruce will be provided with a complete list of members by December 10th annually. The length of term for members on the SCF Management Committee will be three (3) year staggered terms with optional reappointment. Assistance for special events may be recruited from interested members of the community.

The SCF Management Committee will meet as required (no less than 4 times annually) to develop opportunities to increase the Southgate Community Fund.

Membership Responsibilities

The SCF Management Committee has a number of key responsibilities:

- Public Relations and Regional Outreach

- Long term planning
- Fund Development – soliciting funds
- Present an Annual Report in the spring to the Mayor and Council of the Township of Southgate
- Grant Making – as recommended by the Grant Review Team of the Community Foundation Grey Bruce

Quorum and Decision Making

In accordance with the Township of Southgate Procedural By-law, a simple majority of the membership will constitute a quorum and authority to make decisions. A majority of those present and voting will constitute a vote in favour of a motion. The Chair will only vote in the case of a tie vote.

Meetings

1. Meetings shall be conducted with an agenda that is prepared by Staff and reviewed by the Committee Chairperson. The Committee shall follow the Township of Southgate Procedure By-Law and all meetings shall be open to the public, except in accordance with provisions of the Municipal Act for closed meetings when dealing with applications for funding with personal and financial information.
2. Members wishing to have items included on the agenda must provide notice to the Secretary at least five (5) days preceding the meeting.
3. Notice of meetings shall be issued via circulation of agenda to Committee members and the public in accordance with the Township of Southgate Procedural By-law.
4. The Committee shall maintain open communication with staff to ensure rules and procedures of the Township of Southgate are being followed.
5. Minutes shall be kept of all meetings and shall be posted in accordance with the Township of Southgate Procedural By-law and included on Council consent agendas for information. Adoption of meeting minutes will be included on the agenda of the next committee meeting.
6. The Committee shall meet on a bi-monthly basis or as needed, to fulfill their mandate set out in this Terms of Reference. Special meetings may be called by the Committee Chairperson to deal with emerging issues such as training of members, time sensitive and/or issues identified by the Committee Chairperson.
7. Members having a pecuniary interest in any issue prior to consideration by the Committee shall disclose the interest and the general nature thereof to the Chairperson and the member shall comply with the requirements of the Municipal Conflict of Interest Act.
8. For consistency of messages, media inquiries should be directed to the Committee Chairperson and/or Municipal staff.
9. The Committee will meet annually with Southgate staff to determine the goals and objectives for the upcoming year.

10. The SCF Management Committee will then, based on the SCF established goals and objectives, develop an annual budget for submission to Council.
11. The SCF Management Committee budget final approval rests with Council.

Membership

SCF Management Committee will consist of the following members:

- **Chair:** to preside as the “manager” of the Southgate Community Fund activities, ensuring that the SCF Management Committee follows the rules and regulations and those legitimately imposed upon by regulations of the Community Foundation Grey Bruce. All policies of the Community Foundation Grey Bruce will be followed.
- **Vice Chair:** to assume the duties of the Chair during his/her absence.
- **Secretary:** The Secretary will be a Southgate staff member from the Clerk’s Department and will act in this role as a non-voting member to support the SCF Management Committee. The responsibility will be the recording of the meeting minutes of the SCF Management Committee with minutes being documented and distributed to the SCF Management Committee following each meeting. The Secretary will act in a support role to the committee, meeting scheduling, advising on procedural meeting issues, managing website information, receiving of grant application intakes, coordinating application review meetings, advising confidential matters related to applications and may be required to perform other duties that may be assigned from time to time.
- **Treasurer:** Maintain the operating account of the Southgate Community Fund at a reputable financial institution working with Southgate’s Treasurer to support the Treasurer and for audit purposes.
- **Communications and Marketing:** Editorials and press releases shall be handled by the Chair of the Committee or their designate and flow to their Municipal staff and/or Foundation Grey Bruce staff for distribution.
- **Grant Review:** The membership of the SCF Management Committee will review applications for funding received from the Community Foundation Grants Coordinator, in confidence, and make recommendations to the Grant Review team of the Community Foundation Grey Bruce on disbursement of grants from the interest income of the Southgate Community Fund. The membership of the SCF Management Committee will confirm the recipients to be awarded grants from the Southgate Community Fund and will, when possible, participate in the granting ceremony of the Community Foundation Grey Bruce and will provide annually information to the Township of Southgate Council on the grant recipients.

- **Recruitment:** Members of the SCF Management Committee shall actively recruit members throughout the year until the maximum number of members is reached (10). Recommendations for membership on the SCF Management Committee shall be provided to the Board of Directors of the Community Foundation Grey Bruce for confirmation by December 10th of each year.
- **Members:** Providing input and expertise at each meeting and acting as representatives for the Southgate Community Fund.
- **Associate Committee Members:** May be appointed by the SCF Management Committee from time to time, to assist in fulfilling the mandate of the Committee. Associate members will further the objectives and purpose of the Southgate Community Fund by providing invaluable advice, support and assistance from time to time. It is expected that the SCF Management Committee will convene meetings periodically with the Associate Members for purposes of public education and input, setting long term plans and/or sub-committee meetings specifically for project planning/ development for fundraising events. Persons so appointed as Associate Committee Members have no vote in the affairs of the SCF Management Committee nor any power in any way to bind or obligate the SCF Management Committee. Associate Members will be invited to support and attend all public functions organized and sponsored by the Southgate Community Fund Management Committee.

POLICY AMENDMENTS

Amendments to the Policy of the SCF Management Committee shall be drafted and reviewed by the membership for approval by Southgate Council and the Board of Directors of the Community Foundation Grey Bruce.

From: [Stuart Reid](#)
To: [Lindsey Green](#)
Cc: [Holly Malynyk](#)
Subject: RE: Southgate Community Fund Management Committee
Date: February 23, 2022 9:25:59 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Hi Lindsey

I think that your ideas are good – just getting the committee off the ground is a good idea in year one. Interest will grow, I am sure.

You are welcome to structure your committee to fit your needs. It is a vague clause in the agreement to allow you to develop a team that suits your purpose. There are various models amongst the other 5 community funds – Kincardine and Owen Sound each have 1 councillor on their committee, for example.

Hope that helps. Keep us posted on the “activation” and when we might schedule another meeting.

Best,

Stuart
Community Foundation Grey Bruce

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 CL2022-005

Title of Report: CL2022-005-Southgate **Recreation** **Advisory**
Committee Membership
Department: Clerks
Branch: Legislative and Council Services
Council Date: March 2, 2022

Recommendation:

Be it resolved that Council receive Staff Report CL2022-005 for information; and
That Council appoint Member _____ to the Recreation Advisory Committee for the remainder of the 2022 committee term.

Background:

The Township of Southgate has successfully facilitated a Recreation Advisory Committee for many years with Council members appointed by the Council term and a representative from the Corporation of the Township of Melancthon appointed as well.

Deputy Mayor Milne and Councillor Shipston are currently appointed as members of the Committee from Southgate and Councillor Hannon to represent Melancthon Township. The committee meets with recreation staff 4 times per year on Thursdays at 2:00 PM.

Staff Comments:

Staff were advised by Councillor Hannon of Melancthon that he has resigned from Melancthon Council and will not be attending anymore Recreation Committee meetings. Staff have spoke to staff at Melancthon who confirmed that another Councillor would be appointed to the Committee, but the timeframe of that appointment is currently unknown.

Due to procedural and potential quorum issues, staff do not believe that a two-member committee would be productive and are asking Council to appoint another Southgate Council member for the remainder for the 2022 term while we wait for Melancthon Council to appoint a new member and then we can reassess the membership numbers before the appointments for the 2023-2026 term and provide a recommendation at that time.

Financial Implications:

Financial implications as a result of this report are the per diems for another member to attend the committee meetings. The per diem for a half day meeting (Committee of Council/Public Meeting) is \$90.

Communications & Community Action Plan Impact:

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

Concluding Comments:

That Council receive Staff Report CL2022-005 for information and that Council appoint a third Council member to the Recreation Advisory Committee for the remainder of the 2022 committee term.

Respectfully Submitted,

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

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

Attachments: None

Township of Southgate

Administration Office

185667 Grey Road 9, RR 1

Dundalk, ON N0C 1B0

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Fax: 519-923-9262

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Staff Report CAO2022-006

Title of Report: Dundalk Olde Town Hall Update Report

Department: Administration

Council Date: March 2, 2022

Council Recommendation:

Be it resolved that Council receive Staff Report CAO2022-006 as information; and

That Council direct staff finalize the Wellington Capital Corporation agreement for Council consideration at the March 16th, 2022 meeting; and

That Council approve the partnership with JunCtian Community Initiatives, Team Town Hall and Southgate in the management of the Dundalk Olde Town Hall Building Cultural space and that staff meet with partners to define roles and responsibilities in the operation, management and use of the building cultural spaces; and

That Council direct staff finalize the Team Town Hall Agreement as more of an MOU document for Council consideration at the March 16th, 2022 meeting; and

That Council direct staff to create a draft agreement with JunCtian Community Initiatives for Council consideration at the March 16th, 2022 meeting; and

That Council consider approving by municipal By-law the final agreement with Wellington Capital Corp and Team Town Hall at the April 6th, 2022 meeting.

Background:

The CAO has provided staff reports at the previous Council meetings as information and updates on the Team Town Hall's interest and proposals to operate the Dundalk Olde Town Hall as cultural facility in partnership with the Township. Staff have also provided information on the Wellington Capital Corporation bid proposal to purchase the Dundalk Olde Town Hall. The Township also hosted a meeting on October 7th, 2021 in the Macintyre Building with Team Town Hall representatives, the proponent Ray Stanton representing Wellington Capital Corporation, Southgate Mayor John Woodbury and Southgate staff members from Recreation and the CAO's Office.

Staff presented staff report CAO2021-086 at the December 15, 2021 Council meeting titled, Southgate TTH Dundalk Olde Town Hall Financial Partnership Use Agreement with Team Town Hall and Council approved the following resolution:

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

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

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

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

That Council direct staff to bring back the final version of the Southgate-Team Town Hall Dundalk Olde Town Hall Cultural Space Financial Commitment and Use Partnership Agreement for Council approval and consider approval by Municipal By-law at the January 19, 2022 meeting.

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

Nay (1): Councillor Rice

Carried No. 2021-772 (6 to 1)

Staff presented staff report CAO2021-087 providing a draft agreement with Wellington Capital Corp to purchase the Dundalk Olde Town Hall and Council approved the following resolution:

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

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

That Council direct staff to continue to work to finalize the Draft Dundalk Olde Town Hall Building Property Purchase and Sale Agreement with Wellington Capital Corporation, which includes the property sale conditions, a listing of the building's capital projects to be completed for public occupancy and a facility lease of the cultural space to the Township of Southgate from Wellington Capital Corporation as the landlord; and

That Council direct staff to send for legal review the final drafted Dundalk Olde Town Hall Property Sale Agreement with Wellington Capital Corporation, which includes the Building Cultural Space Lease Agreement to the Township of Southgate with Wellington Capital Corporation as the landlord following their preliminary acceptance of these complimentary agreements; and

That Council direct staff to bring back the final version of the Dundalk Olde Town Hall Property to Wellington Capital Corporation and Building Cultural Space Lease Agreement for Council approval and consider to approve by Municipal By-law at the January 19, 2022 meeting.

Carried No. 2021-773

Since the December 15th, 2021 Council meeting staff have been working on ways to develop the future use of the Dundalk Olde Town Hall as a cultural facility and how to best manage the building, capital upgrades, operating costs, fundraising and its use. With that in mind staff have looked into the following issues and have had discussions on the following issues:

- Insurance Costs – NFP Insurance staff are researching the cost of Southgate carrying the cost of building and liability insurance.
- Cultural Space Naming Rights on the Building – Southgate staff have had recent discussions with Flato and reached a verbal commitment to execute a Naming Sponsorship Agreement for \$35,000.00 per year for 20 years for the Olde Town Hall Theatre and Cultural Space. The 2 conditions are use of the building for Flato meetings and some events possibly, plus continued cultural event use of the building during the 20 years.
- Boarder Community Involvement – Staff have been in discussions with JunCtian Community Initiatives to explore their involvement in the

facility through boarder use options, through broader inclusiveness, integration in our community and capital funding options to support the building uses. Since this report was written we have also met with Heritage Canada to look at funding opportunities and the structure that could qualify through a municipal and/or not-for-profit partner.

The next step is to consider our best option(s) going forward based on the new information, municipal investment over 20 years, fundraising potential, ownership and partnerships, as well as the roles of each we should consider going forward.

Staff report CAO2022-001 was presented at the January 19, 2022 Council meeting as agenda item 13.1.1, titled Dundalk Olde Town Hall Update as part of the Consent Agenda and was approved by the following:

Moved By Councillor Sherson; **Seconded By** Deputy Mayor Milne;
Be it resolved that Council approve the items on the Regular Business consent agenda dated January 19, 2022 and direct staff to proceed with all necessary administrative actions.
Carried No. 2022-031

Staff Comments:

Wellington Capital Corporation:

The Wellington Capital Corporation agreement is ready to go subject to minor changes we are working through minor changes and then a final legal review. This agreement will be presented to Council on March 16th, 2022 for final approval and acceptance by By-law on April 6th, 2022. The present version of the Wellington Capital Corp. sale and building lease agreement is included in this report as Attachment #1.

Team Town Hall

Staff have sensed from Team Town Hall (TTH) that the responsibilities of the agreement have given them some concerns. To help alleviate these concerns and broaden the capacity to carry the demands of this project and create success staff have had discussions with JunCtian Community Initiatives (JCI) to increase the number of community partners. Team Town Hall staff believe has the local capacity to hold events, recruit and support community groups to support ongoing use of the cultural space in the building, fund raise locally and develop projects for the building upgrades required. Where they do not have capacity is the day-to-day management. Staff believe we will need a Building Management Committee made up of the TTH, JCI, a member of Township Council and Southgate staff.

The Team Town Hall agreement will be amended to reduce some responsibilities based on the approval of this report and further discussion with the TTH members. The present agreement is included in this report as Attachment #2. TTH also produces a 12 month calendar of events starting in September 2023 and is attached to this documents as Attachment #3.

TTH met on March 22, 2022 and provided the following comments to the CAO by email:

"Following our meeting on Tuesday, we can report that we are quite open to JunCtian playing the major role in the building.

The Wellington lease and the community group agreement that you drafted basically would create a situation where TTH would be in an agreement to sublet, which we are not comfortable with.

Some of us would be very happy to be part of a board of management. We think a signed memorandum of agreement which specifies responsibilities of all parties would make things sufficiently clear for a good working relationship.

We would like to know if you have confirmed with JCI their roles and responsibilities as mentioned in the e-mail yesterday.

A discussion with the township, Team Town Hall and JunCtian would definitely be essential to get the solid, shared understanding that would be expressed in agreements. Right now, it's vague. We can't support the specifics without knowing what they are - but we look forward to the discussion!

As Team Town Hall members, supported by community volunteers, we continue to offer - fundraising for theatre equipment and help to co-ordinate community use, including proceeds being used for the building expenses. (it seemed that if the Flato offer of support were accepted it would go to the lease.)

JunCtian Community Initiatives

JunCtian Community Initiatives (JCI) group is willing to take on a building management and partnership role. JCI is a Not-for-Profit status and would be able to secure external funding and other grant sources not available to municipalities, that is very important to this project. They would co-lease the building with the Township of Southgate from Wellington or the more likely the municipality would sub-lease the cultural space, by agreement with terms and conditions for a \$1.00 to JCI to show their involvement in the project to secure funding. A mandatory condition in external funding agreements is a level of ownership or lease access to the asset receiving the grant. This would be a condition we will have to add to the Wellington-Southgate lease.

We see this relationship and partnership as a positive addition to manage the Olde Town Hall and cultural events in the building. We will be adding more capacity and broader community experience to operate, manage with JCI having full time staff, their past history and success as an organization, in holding community events (2021 Canada Day event, Starz, Youth programs, etc.), adding community diversity to the discussions/planning and increase the use as a community cultural facility.

Township of Southgate

Southgate's role to support the building lease, make the annual lease payments to Wellington Capital Corp, provide staff support to the building issues (Facility Manager), being part of the Cultural Building Management Committee and to manage corporate building sponsorship.

To be successful we would need this Cultural Building Management Committee to bring together TTH, JCI, Southgate and maybe part time or full time Wellington as an observer or partner. Have not thought through that one completely or talked to Ray Stanton about this. The Committee would be for the purpose of pulling efforts together and making big decisions.

Insurance

The Township Southgate and JCI both have insurance in place to manage the Dundalk Olde Town Hall without further cost in relation to liability coverage.

Corporate Donations

The Township of Southgate would retain the right by agreement with Wellington and the other partners to negotiate naming rights and long term corporate sponsorships by agreement for the building and cultural spaces. Agreements would be approved by Council and funds allocated by the Township in each case related to Olde Town Hall allocations to operations, maintenance, capital project investment and/or the Southgate annual lease payments.

Note: Staff Comments Summary

Next steps is to:

1. Meet with JCI and TTH to define roles and responsibilities in MOU's with both organizations and finalize those agreements.
2. Finalize Wellington Capital Corp. agreement and send it for legal review.
3. Seek Council final approval by the end of April on all 3 agreements.

Financial Impact or Long-Term Implications

There is no financial impact to the 2022 Budget to the municipality that will impact ratepayer taxation at the present time other than some costs for legal review of the agreement.

The financial impact is likely to begin in the 2023 budget year costing \$3,000.00 per month (\$36,000.00 per year) plus COLA each year for the cultural space lease payment, less the Team Town Hall annual commitment of \$10,000.0 per year. Recent discussions with Flato has forged a verbal commitment to execute a Naming Sponsorship Agreement for \$35,000.00 per year for 20 years for the Olde Town Hall Theatre and Cultural Space.

Southgate's other financial commitment in the agreement is a one-time payment of \$175,000.00 due 90 days (anticipated due March 31, 2023) following the start of the lease (anticipated due January 1, 2023) to support capital project work investment in the Dundalk Olde Town Hall. Discussion to include JunCtian Community in the conversation has also been advanced to consider them as a partner, with not-for-profit status that would have access to funding to complete capital project in the building.

Communications & Community Action Plan Impact:

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

Goal 4 - Adequate and Efficient Public Facilities

Action 4:

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

Strategic Initiatives 4-B (2019-2023):

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

Concluding Comments

1. That Council receive staff report CAO2022-006 as information.
2. Staff finalize the Wellington Capital Corporation agreement for Council consideration at the March 16th, 2022 meeting.
3. That staff, based on Council approval, meet with both Team Town Hall and JunCtian Community Initiatives to define each partners role in the operation, management and use of the Dundalk Olde Town Hall Building Cultural space.
4. That Staff finalize the Team Town Hall Agreement as more of an MOU document for Council consideration at the March 16th, 2022 meeting.
5. That staff create a draft agreement with JunCtian Community Initiatives for Council consideration at the March 16th, 2022 meeting.
6. That Council consider approving by By-law the final agreements with Wellington Capital Corp and Team Town Hall at the April 6th, 2022 meeting.
7. That staff finalize an agreement JunCtian Community Initiatives for Council to consider at an April, 2022 meeting.
8. That staff finalize a donation agreement for cultural space naming rights of the Dundalk Olde Town Hall with Flato Developments Inc. for Council to consider at an April or May, 2022 meeting.

Respectfully Submitted,

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

Attachments:

- Attachment 1 – Wellington Capital Corp Property Sale and Building Cultural Space Lease Agreement
- Attachment 2 – Team Town Hall Memorandum of Understanding and Commitments Agreement
- Attachment 3 – Team Town Hall draft Calendar of Events Plan for September 2022 to August 2023

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

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

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

hereinafter called the “Vendor” of the FIRST PART;

and

WELLINGTON CAPITAL CORPORATION

hereinafter called the “Purchaser” of the SECOND PART;

WHEREAS the Vendor is the owner, in fee simple, of lands and premises described in Schedule “A” and specifically as depicted in the aerial photo lot map and/or the reference plan in Schedule “B” (the “Property”), which Property is to be sold as per the terms of this PSA;

AND WHEREAS the Purchaser wishes to purchase the Property from the Vendor and the Vendor desires to sell the Property to the Purchaser;

NOW THEREFORE IN CONSIDERATION of the mutual covenants and promises in this Agreement, the parties agree as follows:

**SECTION I
GENERAL**

1. In consideration of the agreement referred to in the preceding paragraph, the Purchaser shall pay a Purchase Price of One Thousand Dollars (\$1,000.00) to the Vendor, with the size of the Property being 0.21 acres with a 77 foot wide frontage on Main Street East in Dundalk, Ontario. The Purchase Price shall be paid as follows:
 - a) One Thousand Dollars (\$1,000.00) is payable by the Purchaser by certified cheque or bank draft upon execution of this Agreement, to be held on an interest-free basis by the Solicitor for the Vendor as a deposit pending completion of this transaction on account of the Purchase Price on completion, or if this Agreement is not completed through no fault of the Purchaser, the deposit shall be returned to the Purchaser without interest or deduction; and
 - b) The Purchase Price, being the deposit of \$1,000.00 plus any closing adjustments, shall be paid to the Vendor on the Completion Date, by certified cheque or bank draft.

2. The Vendor, at its sole expense, shall have a draft reference plan prepared for review by the Vendor if required depicting the Property and shall arrange for such plan to be deposited against the title of the Property prior to the Closing Date.

SECTION II PURCHASE OF PROPERTY

3. Irrevocable Date
This PSA shall be open for acceptance by the Vendor until the 28th day of February, 2022, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.
4. Completion Date
 - a) The closing of this transaction be completed no later than 5:00 p.m. on the 31st day of May, 2022, (the "Completion Date") or an earlier date if possible, at which time possession of the Property in "as is, where is" condition shall be given to the Purchaser.
5. Council Approval
 - a) This transaction is subject to compliance with Section 270 of the *Municipal Act, 2001* as amended and is conditional upon the approval of this transaction by the Council of The Corporation of the Township of Southgate in its sole and absolute discretion by by-law. Council approval shall be obtained on or before the Completion Date, or this agreement will be null and void and the deposit returned without interest or deduction.
6. Documents, Reports and Information
 - a) The Vendor will produce and deliver to the Purchaser any documents, reports or information in its possession in respect to the Property. The Purchaser agrees to return all of the above documentation to the Vendor if this transaction is not completed. Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller.

SECTION III CONDITIONS, REPRESENTATIONS AND WARRANTIES

7. "As Is" Condition
 - a) The Purchaser acknowledges that they are acquiring the Property in an "as is" condition and that it must satisfy itself within another ninety (90) days following the irrevocable date of acceptance as time to assess the building by the Purchaser's Architects and Engineer's to further assess the Property including, but not limited to, all existing physical conditions of this Property and Building, environmental conditions, fitness for structure to meet the Ontario Building Code requirements and suitability of the building necessary for the Purchaser's proposed use of the Property. It shall be the Purchaser's responsibility to assess the building at their own expense, to undertake the necessary inspection, as may be required or desired, and the Vendor shall grant the Purchaser access for such inspection at all reasonable times, on reasonable notice, for the purpose of conducting reasonable inspections. The Purchaser acknowledges that the Vendor

shall not be responsible for any physical deficiencies of this Property or for any past, present or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities on this Property. The Purchaser agrees that once the above-noted ninety (90) day period has expired, and so long as no notice is given that the Purchaser will not accept the Property within such time, the Purchase shall be deemed to have released the Vendor on closing with respect to matters set out in this paragraph. If the Purchaser is for any reason whatsoever dissatisfied with the Property, it shall deliver written notice to that effect to the Vendor by no later than the time specified herein, and this Agreement shall be terminated and the deposit shall be returned to the Purchaser without interest or deduction. If the Vendor is notified that the condition of the Property is not satisfactory, then the Purchaser shall, prior to receiving its deposit monies back and prior to being entitled to a full release from the Vendor with respect to this Agreement, restore the Property to its original condition as it existed prior to such testing or inspection by the Purchaser, at the Purchaser's sole expense. If the Purchaser fails to deliver written notice to the Vendor within the time specified herein regarding this condition, this condition shall be deemed to have been waived by the Purchaser.

8. Future Use

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

9. Development Covenants and Restrictions

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

10. Property Not for Resale

- a) The Purchaser covenants that it is purchasing the Property for his company's business purposes and some parts of the building space as a cultural facility to partner with the Township of Southgate and a Community Group to delivery community events and

programs from the Theatre space and part of the first floor as meeting event and gathering area.

- b) The Purchaser agrees the Building and property if sold, that this agreement, its conditions and lease agreement shall survive in any future property sale transaction(s) as well as the Township's Lease of the cultural building space from the Purchaser. The Lease agreement is a condition of this and future sale(s) of the property. The Buyer (Purchaser) and Seller (Vendor) agrees to register this agreement on property title and include all parts of this agreement and the Schedule documents that forms part to the agreement.

SECTION IV PRIOR TO COMPLETION DATE

11. Purchaser May Inspect the Property

- a) Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Vendor.
- b) The Buyer shall have the right to inspect the property multiple times prior to completion of the sale closing date, at a mutually agreed upon time, with notice is given to the Vendor. The Vendor agrees to provide access to the property for the purpose of the inspections to assess the required upgrades in the building.

12. Insurance

- a) All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Vendor. Pending completion, Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Purchaser may either terminate this Agreement and have its deposit returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.
- b) As a condition of this purchase and sale agreement and as part of the Lease agreement, the Township of Southgate or Community Group must insure any owned equipment or theatre space infrastructure that is identified and be responsible to insure under separate insurance coverage for losses and acknowledge that the Purchaser will not be held responsible for any damages or losses during a localized incident or catastrophic event in the Building.

SECTION V COMPLETING THE TRANSACTION

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

13. Electronic Registration

- a) The parties agree that the transaction shall be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act* as amended. The parties acknowledge and agree that the delivery and release of documents may, at the discretion of the lawyer: a) not occur contemporaneously with the registration of the transfer/deed and other registerable documentation, and b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a document registration agreement between the respective lawyers. The Vendor and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada.

14. Survey or Reference Plan

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

15. Examination of Title

Purchaser shall be allowed until 6:00 p.m. on the 28th day of February 28th, 2022 (Requisition Date) to examine the title to the property at his own expense and to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, and that its intended use will be lawful. Vendor hereby consents to the municipality or other governmental agencies releasing to Purchaser details of all outstanding work orders and deficiency notices affecting the property, and Vendor agrees to execute and deliver such further authorizations in this regard as Purchaser may reasonably require.

Provided that the title to the Property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this PSA and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in this paragraph 16 any valid objection to title or to any outstanding work order or deficiency notice is made in writing to Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy or obtain insurance (Title Insurance) in favour of the Purchaser and any mortgagee, (with all related costs at the expense of the Vendor), and which Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Purchaser shall be conclusively deemed to have accepted Vendor's title to the property.

16. Purchaser to Accept Easements

- a) The parties agree that after closing and during the road design and construction by the Township, additional easements and lot re-configuration may be required to address site specific conditions and such easements and re-configuration to be mutually agreed to by the parties with the cost of a final reference plan provided by the Vendor at its sole cost. The Purchaser agrees that the Vendor shall be granted and shall be able to obtain such easements or lot re-configuration at a nominal charge.

17. Adjustments

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

18. Harmonized Sales Tax

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

**SECTION VI
MISCELLANEOUS**

19. Entire Agreement

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

20. Tender

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

21. Time of Essence

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

22. Planning Act

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

23. Notices

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

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

Solicitor for the Purchaser:
Davis Webb LLP
24 Queen Street East, Suite 800
Brampton, ON
Contact: Neil Davis
Email: Neil.Davis@DavisWebb.com
Phone#: 905-451-6714 x226
Fax#: 905-454-1876

If mailed, such notices must also be given by facsimile transmission on the date it was so mailed. If so given, such notices shall be deemed to have been received on the first business day following the date it was delivered or marked mailed out.

24. Assignment. The Purchaser at closing may assign this Agreement, or any interest in the Venture contemplated herein, **to a Corporation or person of the Purchaser choice**, which consent **from the Vendor** may not be withheld unreasonably.

25. Successors and Assigns

- a) This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

26. Schedules

- a) The following Schedules shall form an integral part of this Agreement:
- Schedule "A" Description of Property
 - Schedule "B" Aerial Lot Photo and/or Registered Plan
 - Schedule "C" Development Covenants
 - Schedule "D" Wellington Capital Corporation Commitments to Dundalk Olde Town Hall Capital Project Agreement Requirements
 - Schedule "E" Building Lease Agreement

26. Counterparts

- a) This agreement may be signed in any number of counterparts, each of which is considered to be an original, and all of which are considered to be the same documents.

27. Severability

- a) If any provision of this Agreement, or the application thereof to any circumstances, shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement, or the application thereof to other circumstances, shall not be affected, and shall be valid and enforceable.

IN WITNESS WHEREOF the parties have executed this Agreement.

**WELLINGTON CAPITAL
CORPORATION**

Per: _____
Name Ray Stanton
Title: President
I have the authority to bind the
Corporation

**THE CORPORATION OF THE
TOWNSHIP OF SOUTHGATE**

Per: _____
Name John Woodbury
Title: Mayor

Per: _____
Name Lindsey Green
Title: Clerk

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

**Schedule “A” to
Description of Property
Proposed to be Sold to Wellington Capital Corporation**

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

The property is **0.21** acres of land and the building identified as the Dundalk Olde Town Hall, in the Village of Dundalk, Township of Southgate in the County of Grey, which is identified in the aerial photo map in Schedule B of this Purchase & Sale Agreement document.

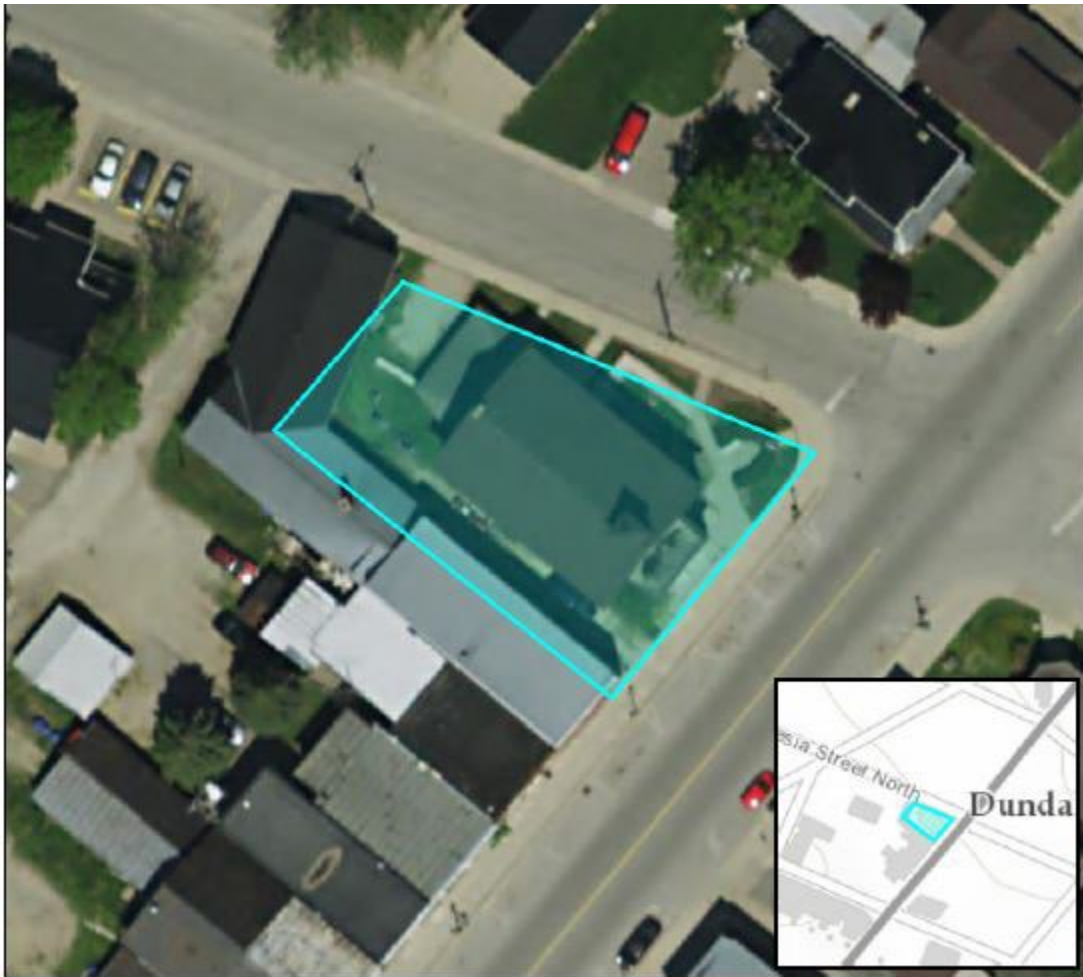
The property is legally identified as:

80 Main Street East
Plan 480 BLK E PT Lot 5 Main N

ROLL # 42-07-110-001-27800-0000

SCHEDULE "B"

Aerial Lot Photo Mapping and/or Registered Plan



SCHEDULE “C”

PURCHASE AND SALE AGREEMENT COVENANTS

1. Title Control

- a) The Purchaser covenants and agrees to own the property and maintain the building and the property for the life of the Lease agreement(s) are in effect.to provide cultural space for community uses.
- b) Should the Purchaser decide at some point in time in the future to sell the Building and property, they will provide the Township of Southgate with the first right of refusal to buy the property back.
- c) Should the Purchaser decide at some point in time in the future to sell the Building and property to a third party, the Purchaser will be required to maintain the inurement of the lease agreement and the sale conditions onto a future purchaser, unless the Township of Southgate releases the owner of the building from those obligations in writing.

2. Assignment of Covenants

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

3. Force Majeure

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

4. Right to Waive

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

5. Property Sale Conditions

- a) The Township is required for a period of not less than 20 years to lease the cultural spaces as spelled out in this agreement and compensate the owner of the property at a rate of \$3,000.00 per month, plus an annual index rate based on the annual October Cost of Living Allowance (COLA) for Ontario as released by the Federal government.
- b) This lease extension agreement may be extended for a 5 year period or renewed for other terms as agreed to by the Parties. The Township of Southgate at its sole discretion will decide on the future lease agreements by informing the building owner and the community group of its future intentions.
- c) The Township in support of the Purchaser of the Olde Town Hall will make one (1) payment of \$175,000.00 plus HST if applicable, to support the required building upgrades. These payments will support building upgrades to meet the Ontario Building Code, Life Safety requirements and other capital works, to permit public occupancy and use of building's first and second floor **spaces** for cultural events. The payment will be made within 90 days following the start date of the building lease to the Township of Southgate for the community cultural space **use**.
- d) The Purchaser has committed to move his local business, the Dundalk Herald Newspaper operations into the first floor of the building, then will occupy the east side of the main building and use the single storey structure at the back of the building as dedicated space. The common areas for use by the Dundalk Herald business and the Community public cultural space uses will be the washrooms and kitchenette area of the building. **This agreement condition 5(d) may be amended on agreement by the parties prior to closing based on the outcomes of the discussions and review of the building and project by the Township's Chief Building Official, the Building Owner's engineer and architect evaluations.**
- e) The Purchaser will complete the building upgrades and work to meet the Ontario Building Code, Life Safety requirements, building improvements and other capital works, to allow public occupancy and use of building's first and second floor for cultural events. A list of the required projects is included as "Schedule D", forming part of this entire agreement.

SCHEDULE “D”

Building Owner Commitments to Dundalk Olde Town Hall Capital Project Agreement Requirements

Project Description:

1. All Ontario Building Code upgrades to allow public access to the first floor of the building and **second floor** theatre space.
2. All Life Safety upgrades to allow public access to the first floor of the building and **second floor** theatre space.
3. Exterior building repairs to the brick façade.
4. Upgrade of the first floor washrooms to make them publicly accessible.
5. Upgrade of the first floor kitchenette area.
6. Review of and upgrading of the buildings electrical servicing where required.
7. Review of and upgrading of the buildings plumbing system where required.
8. Review of and upgrading of the buildings mechanical systems where required.
9. Foundation repairs as required by the engineers assessment

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

SCHEDULE “E”

Dundalk Olde Town Hall Building Lease Agreement

THIS AGREEMENT made in duplicate this 1st day of July, 2022

BETWEEN:

WELLINGTON CAPITAL CORPORATION

Hereinafter called the “Landlord or Lessor”

and

-

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

Hereinafter called the “Leasee”

WHEREAS the Parties hereto are desirous of entering into this Lease Agreement whereby the “Landlord” agrees to provide space for the Leasee to work with Community Group(s) to deliver cultural event in the Dundalk Olde Town Hall at 80 Main Street East in Dundalk, Ontario;

AND WHEREAS the Lessor and Leasee wishes to work with Community Groups to make building space available to provide cultural events and programs using part of the first floor and the second floor theatre to hold public events in partnerships with other community organizations;

AND WHEREAS on occasion some of the space is shared with occupants of the building and provides public access to washrooms and kitchenette, as shared space areas that may be in conflict from time to time;

AND WHEREAS the Parties hereto having mutually agreed to enter into the said Agreement upon certain terms and conditions hereinafter as set out;

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants herein and subject to the terms and conditions set out in this Agreement, and the parties agree as follows:

1. The Lessor as the landlord agrees that this agreement will allow the Leasee to use part of the building known as the Dundalk Olde Town Hall, 80 Main Street East in Dundalk Ontario.
2. The Leasee agrees to pay the cost of \$3,000.00 per month to the Landlord as a lease on the above noted property. Annually the monthly lease rate will be indexed based on the previous year’s month of October Cost of Living Allowance (COLA) increase established for the Province of Ontario by the Federal Government.
3. The Landlord agrees to be responsible for payment of the utilities costs, maintenance and repair costs of the building for the term of this Lease agreement.

4. The Landlord will allocate a proportionate share based on Building area of the utility costs for the building's electricity, natural gas and water billings and invoice to the Township of Southgate and/or their Community Group partner on a monthly basis at their expense.
5. The Landlord will allocate a proportionate share of the taxes, consumable use supplies in the common spaces and general maintenance costs based on Building area of the dedicated building cultural spaces with the exclusion of the kitchenette and washroom common spaces.
6. The Township of Southgate and/or the Community Group partner agrees to be responsible for the maintenance costs and furnishings in the dedicated building cultural spaces with the exclusion of the kitchenette and washroom common spaces.
7. The Township of Southgate and/or the Community Group partner agrees to be responsible for the cleaning their dedicated cultural spaces they occupy for their use.
8. The Township of Southgate and/or the Community Group partner agrees to be responsible for the cleaning the common kitchenette, washrooms and any other shared spaces after a public cultural event so that all shared spaces are left as they are found to be ready for the Building owner's business use the next business day.
9. The Landlord will be responsible for the general weekly cleaning of the common area washrooms and kitchenette area used by the parties during the term of this agreement.
10. The Township of Southgate and/or the Community Group partner agrees to pay for fifty (50) percent of paper supplies for the common washrooms with the expectation that the each of the parties will be responsible to install based on consumption and use as needed.
11. The Landlord agrees to complete snow maintenance around the perimeter of their building entrance out to the sidewalk once per day for their purposes.
12. The Township of Southgate and/or the Community Group partner agrees to complete safety inspections, snow maintenance and sidewalk salting around the perimeter of their building entrance(s) out to and including the sidewalk during cultural evening events for their purposes to ensure a safe entrance and egress for the patrons of the cultural building use.
13. The Township of Southgate and the Community Group partner agrees to consult with the Building owner prior to making minor modifications and updates within the leased space.
14. Building Owner may withdrawl the building temporarily for repairs or renovations providing notice at least thirty (30) days in advance or in the event of an emergency as soon as reasonably practical. The Building Owner will notify Township of Southgate's office as soon as possible.

15. The Landlord agrees to allow the **Township of Southgate and/or the** Community Group partner to post outside signage for naming and advertising on the building subject to the prior approval of the location and at the Community Groups expense.
16. The term of this agreement **is** for a period of twenty (20) years commencing January 1st, 2023 and ending December 31st, 2042 with the option by the parties to extend automatically without notice, renegotiate and renew the agreement.
17. This Agreement shall be automatically renewed for a successive five (5) year renewal term, unless the Leasee provides written notice to the Landlord ~~sixty~~ **one hundred and eighty (180)** days prior to the expiration date.
18. The Leasee agrees to give at least ~~60~~ **one hundred and eighty (180)** days written notice prior to the end of the lease term for any renewal period thereof, and the desire to negotiate a new Agreement.
19. The **Township of Southgate and/or the** Community Group partner agrees that maintenance of insurance coverage for loss of ~~Leasee's~~ **the** Community Group partner contents shall be their responsibility during the term of the lease, and the landlord agrees that maintenance of insurance covering ~~building~~ **contents** loss or damage shall be the ~~Leasee's~~ Community Group partner responsibility during the term of the lease.
20. The **Township of Southgate and/or the** Community Group partner shall indemnify and save harmless and the Township of Southgate and the Building owner, its affiliates, agents, employees and clients from any and all losses, liabilities and claims arising out of the parties use of the space and property.
21. The **Township of Southgate and/or the** Community Group partner at its expense, shall obtain and keep in force during the term of this Agreement, commercial general insurance with a limit of liability of not less than \$5,000,000/occurrence, naming the Corporation of the Township of Southgate and **Building Owner** as additional insured **and** shall provide evidence of annual Certificates of Insurance coverage and shall provide a minimum of 30 days prior notice of cancellation in writing to the Township and Wellington.
22. Notices under this Agreement must be in writing and delivered to the parties at the following addresses:

For TENANT:	Township of Southgate 185667 Grey Road #9 – RR #1 Dundalk, ON N0C 1B0 Contact: Dave Milliner – CAO Phone #: 519-923-2110 Email: dmilliner@southgate.ca
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For Wellington:	Wellington Capital Corporation 5405 Eglington Avenue West
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Suite 214
Toronto, ON M9C 5K6
Contact: ~~Ray Stanton~~ President
Phone #: 416-595-1070
Email: rays@londonproperty.ca

Notice may also be delivered by facsimile, electronic mail or other electronic transmission if the sending party has written evidence that the notice was in fact delivered. Such evidence may include (without restricting the generality of the foregoing) a fax confirmation, an automated e-mail delivery receipt confirmation or a message sent by the receiving party confirming receipt of the notice.

23. All Parties agree that **mediation and** then arbitration shall be used for dispute resolution by referring all matters in difference between the parties in relation to this Agreement referred to a single arbitrator agreed upon by the parties. The award and determination of this arbitrator is binding upon the parties and their respective heirs, executors, administrators, and assigns.
24. This Agreement is the entire agreement between the parties with respect to the Dundalk Olde Town Hall building use as a cultural community facility and replaces all prior written or verbal agreements, understandings, negotiations and/or discussions.
25. Amendment of this Agreement can only be changed by a written document signed by the Parties.
26. Each of the clauses contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any clause will not affect the validity or enforceability of the other clauses in this Agreement.
27. This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.
28. No party may assign this Agreement, or any interest in the Venture contemplated herein, without the other party's written consent, which consent may not be withheld unreasonably.
29. This Agreement shall ensure to the benefit of the parties' heirs, successors, estate trustees and permitted assigns.

IN WITNESS WHEREOF the Parties hereto have affixed their hands and seals as attested by their signing officers.

WELLINGTON CAPITAL CORPORATION

Dated: _____

Per: _____

Name: Ray Stanton
Title: President

I have authority to bind the Corporation

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

Dated: _____

Per: _____
Name: John Woodbury
Title: Mayor

Dated: _____

Per: _____
Name: Lindsey Green
Title: Clerk

We have authority to bind the Corporation

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

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

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

(hereinafter referred to as the "Township")

and

TEAM TOWN HALL

(hereinafter referred to as the "TTH")

(collectively referred to as the "parties")

INTRODUCTION:

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

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

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

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

This agreement includes the following information:

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

THE AGREEMENT ENACTS AS FOLLOWS:

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

The Parties support sharing of publicly funded facilities to maximize benefit to community. The Parties are agreeable to the use of this respective public facility in accordance with the provisions of this Agreement. The Parties are agreeable to the implementation of a benefits-based approach to the allocation of facility space, reflecting the community's needs, personal and social connectedness, economic vitality, and environmental consciousness. The Parties agree that success of this Agreement is dependent on continued commitment to the purpose, vision and goals located herein. The Parties wish to reaffirm their commitment to the principles of the shared use of the Building cultural spaces in partnership with the Building Owner. In such regard, and in recognition of the importance of collaboration, the Parties agree to act openly, fairly, and as far as each may legally do so, to execute and deliver to each other such documentation and do such acts as may be required to reasonably carry out the principles of this Agreement. The Parties agree that the foregoing Preamble shall form part of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS:

"Booking Office" means the Township of Southgate Municipal Office.

"Designated Representative" is the contact person for facility use.

"Facility Owner" or "Building Owner" means Wellington Capital Corporation or the assigned company name on the sale closing date who owns the building.

"Facility Staff" means the employees, volunteers and contractors of the Parties, providing services and maintaining facilities in this Building.

"Facility User" means all users groups that benefit from and book services through this Agreement.

"Parties" means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.

"Partners" means any entity that partakes in or benefits from the Agreement.

"Rental Agreement" means the formal booking agreement, provided by the Municipal Office to the designated representative, created and signed off for each Facility user event, outlining the rental terms and conditions, for bookings as per this Agreement.

"User Group" is any community group or governing body that books the use of cultural facility in this agreement.

2. TERMS OF THE AGREEMENT

2.1. This Agreement shall endure from January 1, 2023 through December 31, 2042.

2.2. The Agreement may be extended, cancelled, or revised at any time upon Township consent.

2.3. The Agreement shall be extended for up to five calendar year from the expiration date specified above if a new agreement has not been put in place.

3. CONTACTS

3.1. The contact for Township of Southgate is the CAO or Clerk related to this agreement and administration and Facilities Manager related to operational issues.

3.2. The contact for the Team Town Hall Committee is the current Chair and/or the Secretary of the TTH Committee.

3.3. The contact for the owner of the building, Wellington Capital Corporation or the assigned company name on the sale closing date or its successors or assigns in the future.

4. PURPOSE

4.1. To provide a framework by which this Building as a cultural facility within the Township can be utilized by the community to the maximum extent practicable using a benefits-based approach for space allocations.

4.2. The Agreement covers facility uses of the Building cultural spaces as coordinated and organized by the TTH Committee.

5. VISION

5.1. This Building as a public facility cultural space is to be highly utilized to demonstrate and justify valued community needs, allocated fairly, equitably and on the basis of demonstrable benefits to the community, with youth oriented activities being a focused priority.

5.2. Partners subject to this AGREEMENT shall:

- Respect each other, the facilities and the community;
- Actively work together to resolve issues;
- Cooperate and communicate to enhance the community's self-image; and
- Build healthy opportunities for individuals to connect in ways that benefit all.

5.3. Progressive partnerships are encouraged as a means of promoting community spirit and community wellness through utilization of the cultural facility.

6. GOALS & PRINCIPLES

6.1. The Parties share the common goal of providing opportunities and activities, for all ages through the promotion and provision of cultural services, essential to a healthy vibrant community.

The key principles to this approach are:

- Advancing community health and well-being through cultural and leisure opportunities;
- Ensuring fair and just access to the facility;
- Prioritizing access for children and youth.

7. PROCESS

7.1. After all required upgrade work has been completed by the Building Owner and approved/certified by the Chief Building Official (CBO) and the Chief Fire Official (CFO), to make the Building accessible and life safety work to allow public to enter the Building, as well any works TTH are required complete as described in this Agreement that restricts public access, the Building will be made available to TTH and facility users.

7.2. The Building cultural space inquiries and rental booking of the Building as covered by this agreement will be booked through the Municipal Office.

7.3. TTH will provide facility user monitoring processes that will assist in evaluating the appropriate use of public facilities.

7.4. TTH will provide specific rules for their space, security procedures, the installation of any new equipment and any changes to the building space structure will be in consultation with the Building Owner and the Township.

7.5. TTH is responsible for assigning a Committee member to communicate and confirm events they plan and schedule are booked, to review the availability of dates and confirm booked events are supported by communicating on a frequent consistent manner with the Municipal Office.

7.6. The Booking Office administration staff will provide a copy of each Agreement and Rental Contract to the designated representative and have the designated representative review all pertinent documents, providing signatures and/or initials where required.

7.7. The Booking Office will prepare and provide a master list of confirmed public facility bookings to the Parties.

8. FEES

8.1. The Parties agree to establish a fee schedule, maintained at a level ensuring facility users have the ability to participate use of the Building.

8.2. Fees will be charged to user groups, as outlined in the "Schedule G", including but not limited to, Building rental fees, cancellation or change fees, key and damage deposits, and janitorial fees and extra staffing charges as required for cost recovery.

8.3. TTH will provide quarterly payments to the Township in the amount of \$2,500.00 in March, June, September and December each year to the Township as their contribution towards the monthly commitment for use of the Building to the property owner of \$3,000.00 per month (\$36,000.00 per year) for this Agreement.

8.4. The Township will collect all revenues pertaining to the Building rental and disperse any applicable fees to TTH. All rental fees for the Building must be paid by users prior to the day of the event use and keys are provided to the user.

8.5. The Township will not be responsible for the Township of Southgate booked events and where the collection of fees is after the event date, where access to the Building is provided to the user by TTH.

9. MAINTENANCE AND CANCELLATIONS

9.1. Future planned maintenance schedules that pertain to facilities in this Agreement will be the responsibility of TTH and making aware the Booking Office staff of Building down days that should be booked as maintenance days.

9.2. TTH and the Building Owner will establish maintenance standards, accepted maintenance practices with the Building Owner and provide a mechanism for facility users and TTH to report maintenance issues and/or recommendations.

9.3. Regular repair and maintenance of Building and its operational costs are the responsibility of the Building Owner with those exclusions that are TTH's responsibility of costs, as defined in "Schedule E", that forms part of this entire agreement.

9.4. Building may be withdrawn temporarily for repairs or renovations providing notice at least thirty (30) days in advance or in the event of an emergency as soon as reasonably practical. The Building Owner will notify ~~both the TTH and Township~~ of Southgate's office as soon as possible.

9.5. The Township of Southgate Booking Office will contact TTH representative and the designated representative to provide ~~written notice~~ verbal or email notification of any facilities withdrawn from use in relation to Section 9.4 issues.

10. LIABILITY AND INSURANCE

10.1. TTH and User Groups must provide proof of five million dollars (\$5,000,000.00) general liability insurance covering the organization, as well as naming the Township and the Building Owner as being harmless.

10.2. TTH shall obtain and keep in force during the term of this Agreement, commercial general insurance with a limit of liability of not less than \$5,000,000/occurrence, naming the Corporation of the Township of Southgate and Building Owner as additional insured, shall provide evidence of annual Certificates of Insurance coverage and shall provide a minimum of 30 days prior notice of cancellation in writing to the Township and the Building Owner.

10.3. TTH shall indemnify and save harmless the Township of Southgate and the Building Owner, its affiliates, agents, employees and clients from any and all losses, liabilities and claims arising out of the parties use of the space and property.

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

10.5. Facility users are responsible for any claim, demand, cost, damage, action, suit or proceeding that is, in any manner, based upon, or arising from, or attributable to, its negligence or willful misconduct in relation to the performance of this Agreement or the carrying out of this Agreement by the facility user.

10.6. The TTH is responsible for the repair of damage caused by a facility user of the cultural spaces and make the Township of Southgate and the Building Owner aware of such damages. This does not preclude the Building Owner from securing reimbursement from the facility user, through their liability insurance or damage deposit.

10.7. The Booking Office will notify the facility user if the Building Owner revokes a user's privileges for failure to adhere to the code of conduct or for infractions listed in this Agreement.

11. CODE OF CONDUCT

Facility Users and Facility staff will conduct themselves with:

11.1. Mutual respect of each other's goals and needs, recognizing that the facilities are made available for the benefit of all.

11.2. Respect between facility users and facility staff;

11.3. An understanding that facility users are held accountable for the care of the facilities during their use. Facility users will:

11.3.1. Follow the procedures and rules outlined in this Agreement and its attached Schedules.

11.3.2. Review all pertinent documents and the designated representative will provide signatures and/or initials where required.

11.3.3. Report all maintenance issues through the Booking Office to submit to Building Owner.

12. CHANGES TO THE AGREEMENT AND SEVERABILITY

12.1. All Schedules can be amended as required by the mutual consent of the Parties and must be agreed to in writing by TTH and the Township.

12.2. No provision of this Agreement shall be deemed to have been changed unless made in writing and signed by each of the parties.

12.3. If any provision of this agreement is unenforceable or invalid for any reason such unenforceability or invalidity shall not affect the remaining provisions and such provisions shall be severable from the Agreement.

13. AGREEMENT REPORTING AND TRANSPARENCY

13.1. TTH shall provide an annual report on the Olde Town Hall Cultural operations and use as a presentation to Council within the first 90 days after and based on the end of each calendar year of operating reporting on event uses, attendance,

financial revenues and expenses results, fundraising received, capital projects completed and their 5 years capital projections plan going forward.

14. FAILURE TO MAINTAIN ANNUAL TOWNSHIP FINANCIAL CONTRIBUTION

14.1. If the Township does not receive its annual \$10,000.00 payment from TTH, the Township may request TTH attend a special meeting with Council to discuss the matter.

14.2. The Township may with 90 days written notice to TTH amend or cancel this agreement based on the concerns related to the issues in Section 14.1. or if TTH is not acting in the best interest of the community.

14.3. The Township to protect our annual financial commitment to the Building Owner may consider other Olde Town Hall Community partners to deliver cultural services.

14.4. If the Township finds it in the best interest of the Township and the Community to terminate this agreement with TTH, the TTH Committee agrees by executing this agreement they shall be required to turn over to the Township, all of TTH's financial records and all fundraising dollars collected in their possession to Township's Treasurer for creation of a Olde Town Hall Cultural Reserve Fund.

IN WITNESS WHERE OF the Parties hereto authorizes this agreement at the Township of Southgate, Grey County, in the Province of Ontario, on the day and year written below and have affixed their hands and seal as attested by their signing officers.

Dated this _____ day of _____, 2021.

TEAM TOWN HALL

Name:
Title: Team Town Hall Chair

Name:
Title: Team Town Hall Secretary

We have the authority to bind
the Team Town Hall Committee
as a Not for Profit entity.

**THE CORPORATION OF THE
TOWNSHIP OF SOUTHGATE**

John Woodbury, Mayor

Lindsey Green, Clerk

We have the authority to bring
the Corporation.

Schedule A

Team Town Hall Executive (to be updated annually)

Chair: _____ Phone #: _____

Vice-Chair: _____ Phone #: _____

Secretary: _____ Phone #: _____

Treasurer: _____ Phone #: _____

Director: _____ Phone #: _____

Committee responsibility: _____

Director: _____ Phone #: _____

Committee responsibility: _____

Director: _____ Phone #: _____

Committee responsibility: _____

Director: _____ Phone #: _____

Committee responsibility: _____

Director: _____ Phone #: _____

Committee responsibility: _____

Director: _____ Phone #: _____

Committee responsibility: _____

Director: _____ Phone #: _____

Committee responsibility: _____

Director: _____ Phone #: _____

Committee responsibility: _____

Schedule B

**Team Town Hall (TTH) Committee Organized & Lead Events –
Monthly Use Plan of the Dundalk Olde Town Hall**

1. Public Use Events TTH plan to hold in the Theatre Space each month:

Description of Event or Rental

- _____
- _____
- _____
- _____

2. Public Use Events TTH plan to hold in the Meeting Room Space each month:

Description of Event or Rental

- _____
- _____
- _____
- _____

3. Special Public Use Events TTH plan to hold in the Theatre Space seasonally through the year:

Description of Event or Rental

Month

- | | |
|---------|-------|
| • _____ | _____ |
| • _____ | _____ |
| • _____ | _____ |
| • _____ | _____ |
| • _____ | _____ |
| • _____ | _____ |

Schedule C

Committed Community Partners Identified as Annual Users

1. Dundalk Little Theatre Group
2. Dundalk Lions Club
3. Dundalk Agricultural Society
4. Dundalk & District Historical Society
5. Dundalk Young at Heart Senior Group
6. Generation Connection
7. JunCtian Community Initiatives
8. LP Productions
9. South Grey Museum
10. Youth Action Committee

Other Infrequent Users:

User	Type of Use	Events per Year
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____

Note: Attach use commitment letters (not reference letters) for each community group partners listed above that reflects the number of public use events they plan they plan to hold in the Olde Town Hall Theatre and/or meeting room spaces on a monthly or annual basis.

Schedule D

Southgate-Team Town Hall Building Capital Project Responsibilities

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

Schedule E

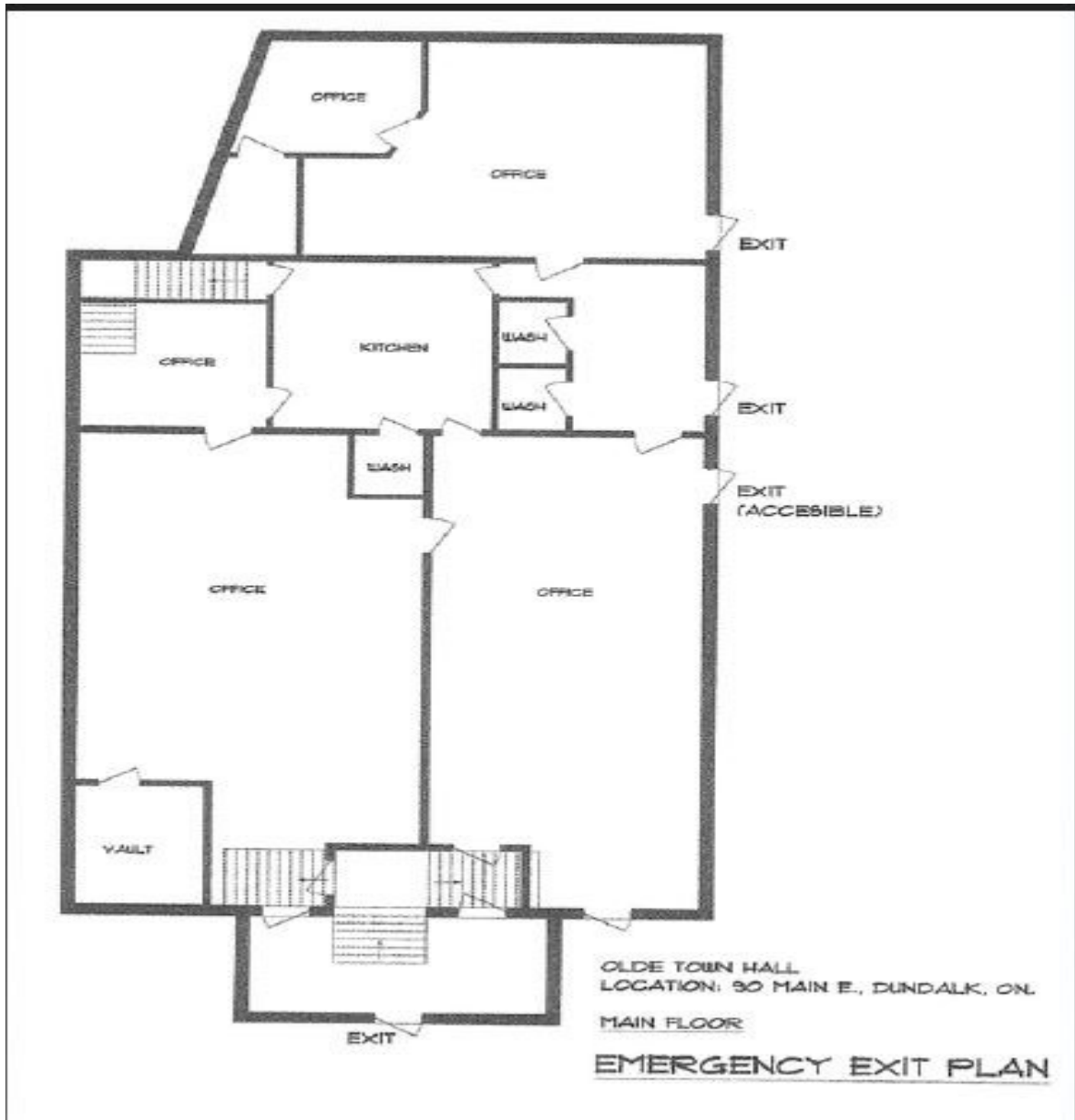
Team Town Hall (TTH) - Building Maintenance, General Operating & Utility Cost Responsibility

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

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

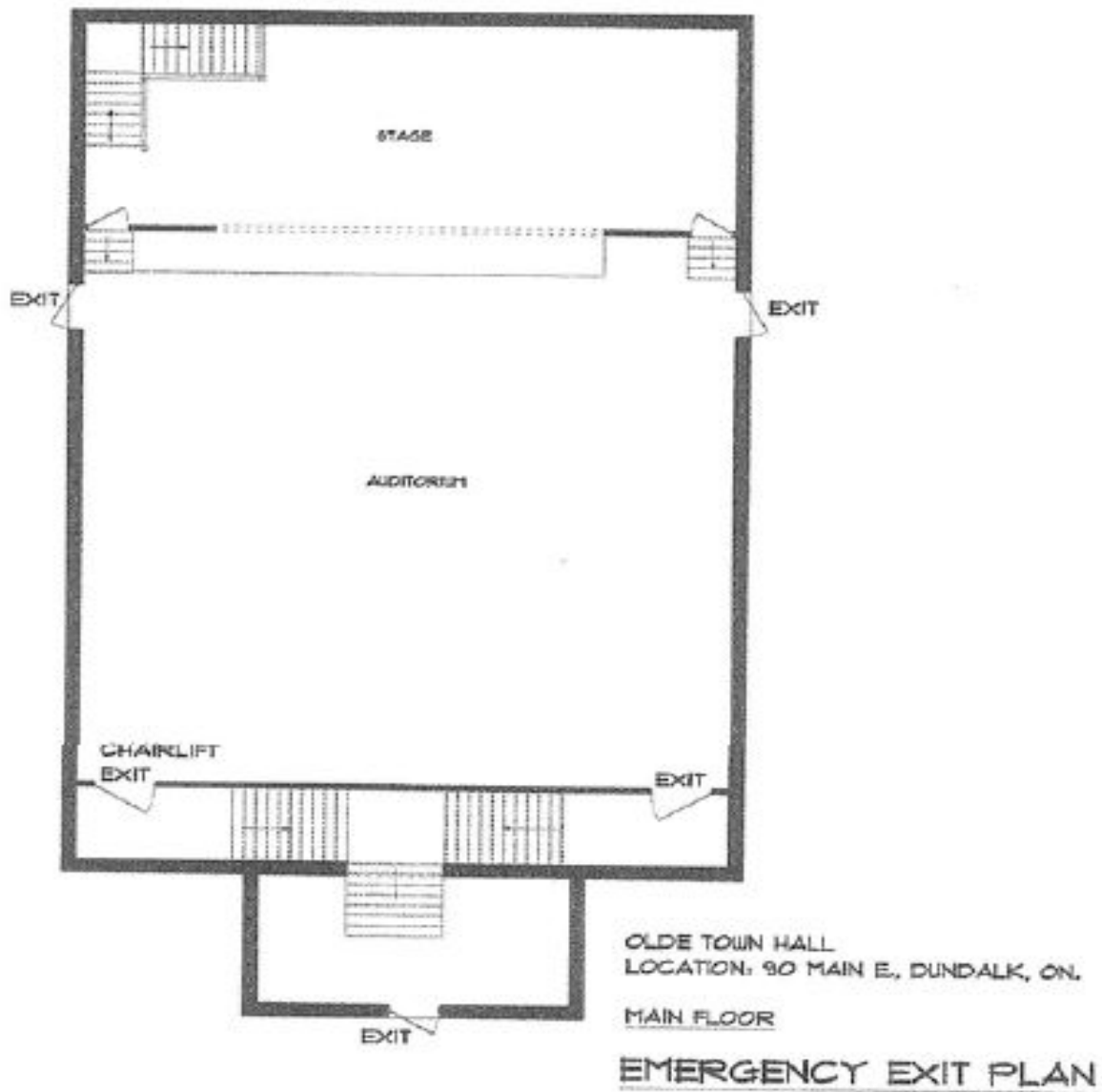
Schedule F

Dundalk Olde Town Hall Building Floor Layouts
First Floor Layout of the Dedicated and Shared TTH Space Use



Schedule F con't.

Dundalk Olde Town Hall Building Floor Layouts
Second Floor Layout of the Dedicated and Shared TTH Space Use



Schedule F con't.

Dundalk Olde Town Hall Building Floor Layouts

Basement Floor Layout of the Dedicated and Shared TTH Space Use

Schedule G

Dundalk Olde Town Hall Fees and Charges

Schedule H

Team Town Hall Not-for-Profit Status Documents

September 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2 Movie 7:00	3 Movie 7:00 Birthday Party 2:00
4 Southgate Videographers 2-4 Movie 7:00	5 Labour Day JunCtian Cultural programs 6:00-7:30	6 OS Homeschool co-op 1:30-3	7	8 Rachel Stephenson Dance 5-6	9 Movie 7:00	10 YAC Battle of the Bands 7-9
11 Photographer pop-up studio 10-2 Movie 7:00	12 Young at Heart meeting 6-8	13 Photography lessons 6:30 pm	14 After school tutoring 3:30-4:30	15 Rachel Stephenson Dance 5-6	16 JunCtian Stars of Southgate & Beyond 7:30-9:00	17 Birthday Party 2:00 Movie 7:00
18 Movie 7:00	19 Hanley Institute after school drop in 3:30-5	20	21 Ag society meeting 7-9	22 Rachel Stephenson Dance 5-6	23 PD day programming 9-3:30 Movie 7:00	24 DLT "Dark Day"
25 DLT "Dark Day"	26 DLT "Dark Day" TTH Board meeting 7-9:30	27 DLT "Dark Day" tech night	28 DLT School Matinee After school tutoring 3:30-4:30	29 DLT School Matinee	30 DLT School Matinee plus Evening Show	

NOTES

October 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 DLT Evening Show
2 DLT Evening Show	3 JunCtian Cultural programs 6:00-7:30	4	5	6 Rachel Stephenson Dance 5-6	7 Movie 7:00	8 Hanley Institute kids craft market 1:30-4 Movie 7:00
9 Baby Shower 1-4 Movie 7:00	10 Young at Heart meeting 6-8	11 Photography lessons 6:30 pm	12 After school tutoring 3:30-4:30	13 Rachel Stephenson Dance 5-6	14 Movie 7:00	15 Collaborative Creations Company Performance 7-9 Birthday Party 2:00
16 Collaborative Creations Company Performance 2-4 Movie 7:00	17 Hanley Institute after school drop in 3:30-5	18	19 Highpoint School Matinee 12:30-2:30	20 Rachel Stephenson Dance 5-6	21 JunCtian Stars of Southgate & Beyond 7:30-9:00	22 Generation Connection Movie Matinee 2-4 Movie 7:00
23 Movie 7:00	24	25	26 After school tutoring 3:30-4:30	27 Rachel Stephenson Dance 5-6	28 PD day programming 9-3:30 Movie 7:00	29 Movie 7:00 Birthday Party 2:00
30 Movie 7:00	31 TTH Board meeting 7-9:30					

NOTES

November 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 Owen Sound Homeschool co-op 1:30-3:30	2	3 Rachel Stephenson Dance 5-6	4 TTH-Local Artist Concert 7-10	5 Photographer pop-up studio 10-2 Movie 7:00
6 Common Good Cafe market 2-4 Movie 7:00	7 JunCtian Cultural programs 6:00-7:30	8 Photography lessons 6:30 pm	9 Kids and Us Matinee 12:30-2:30 After school tutoring 3:30-4:30	10 Rachel Stephenson Dance 5-6	11 Movie 7:00	12 Movie 7:00 Birthday Party 2:00
13 Southgate Videographers 2-4 Movie 7:00	14 Young at Heart meeting 6-8	15	16 Highpoint School Matinee 12:30-2:30	17 Rachel Stephenson Dance 5-6	18 JunCtian Stars of Southgate & Beyond 7:30-9:00	19 Movie 7:00 Birthday Party 2:00
20 Art Exhibit 10-2 Movie 7:00	21 Hanley Institute after school drop in 3:30-5	22	23 After school tutoring 3:30-4:30	24 Rachel Stephenson Dance 5-6	25 PD day programming 9-3:30 Movie 7:00	26 LP THEATRE "Dark Day"
27 LP THEATRE Dark Day	28 LP THEATRE Dark Day TTH Board meeting 7-9:30	29 LP Theatre Dark DAY -tech night	30 LP THEATRE School Matinee			

NOTES

December 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 LP THEATRE School Matinee	2 LP THEATRE School Matinee plus Evening Show	3 LP THEATRE Evening Show
4 LP THEATRE	5 JunCtian Cultural programs 6:00-7:30	6	7 After school tutoring 3:30-4:30	8 Rachel Stephenson Dance 5-6	9 Ag Society Banquet 4:30-8:30	10 Movie 7:00 Birthday Party 2:00
11 Baby Shower 1-4 Movie 7:00	12 Young at Heart meeting 6-8	13 Photography lessons 6:30 pm	14 CMHA Grey Bruce Youth Mental Health Awareness education night 6-8	15 Rachel Stephenson Dance 5-6	16 JunCtian Stars of Southgate & Beyond 7:30-9:00	17 Movie 7:00
18 Dance Class Christmas recital 2-4 Movie 7:00	19 CFREE SPONSORED CHRISTMAS MOVIE TTH Board meeting 7-9:30	20 FREE SPONSORED CHRISTMAS MOVIE	21 FREE SPONSORED CHRISTMAS MOVIE Ag society meeting 7-9	22 FREE SPONSORED CHRISTMAS MOVIE	23 FREE SPONSORED CHRISTMAS MOVIE	24 Christmas Eve
25 Christmas Day	26 Boxing Day	27	28 Matinee Movie 2-4	29	30 Movie 7:00 Birthday Party 2:00	31 Movie 7:00

NOTES

January 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 JunCtian Cultural programs 6:00-7:30	3 Owen Sound Homeschool co-op 1:30-3:30	4 Common Good Cafe art class 5-6	5 Rachel Stephenson Dance 5-6	6 Movie 7:00	7 Movie 7:00 Birthday Party 2:00
8 Miss. Bonita and Friends Theater Show 10-4 Movie 7:00	9 Young at Heart meeting 6-8	10 Photography lessons 6:30 pm	11 After school tutoring 3:30-4:30 Common Good Cafe art class 5-6	12 Rachel Stephenson Dance 5-6	13 Movie 7:00	14 Hanley Institute kids craft market 1:30-4 Movie 7:00
15 Southgate Videographers 2-4 Movie 7:00	16 Hanley Institute after school drop in 3:30-5	17	18 Common Good Cafe art class 5-6	19 Rachel Stephenson Dance 5-6	20 JunCtian Stars of Southgate & Beyond 7:30-9:00	21 Movie 7:00 Birthday Party 2:00
22 Movie 7:00	23 TTH Board meeting 7-9:30	24	25 After school tutoring 3:30-4:30 Common Good Cafe art class 5-6	26 Rachel Stephenson Dance 5-6	27 Movie 7:00	28 Ag Society YukYuk's 8-10
29 Movie 7:00	30	31				

NOTES

February 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Common Good Cafe art class 5-6	2 Rachel Stephenson Dance 5-6	3 Movie 7:00	4 Movie 7:00 Birthday Party 2:00
5 Art Exhibit 10-2 Movie 7:00	6 JunCtian Cultural programs 6:00-7:30	7	8 After school tutoring 3:30-4:30 Common Good Cafe art class 5-6	9 Rachel Stephenson Dance 5-6	10 Movie 7:00	11 Movie 7:00
12 Common Good Cafe workshop 2-4 Movie 7:00	13 Hanley Institute after school drop in 3:30-5 Young at Heart meeting 6-8	14 Photography lessons 6:30 pm	15 Proton School Matinee 12:30-2:30	16 Rachel Stephenson Dance 5-6	17 JunCtian Stars of Southgate & Beyond 7:30-9:00	18 Movie 7:00 Birthday Party 2:00
19 Baby Shower 1-4 Movie 7:00	20 Family Day Matinee 2-4 Rural Rescue CPR 7pm-9pm	21 Rural Rescue CPR 7pm-9pm	22 After school tutoring 3:30-4:30 Rural Rescue CPR 7pm-9pm	23 Rachel Stephenson Dance 5-6 Rural Rescue CPR 7pm-9pm	24 Movie 7:00	25 DLT "Dark Day"
26 Movie 7:00 DLT "Dark Day"	27 DLT "Dark Day" TTH Board meeting 7-9:30	28 DLT "Dark Day" tech night				

NOTES

March 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 DLT "Dark Day"	2 DLT "Dark Day"	3 DLT School Matinee plus Evening Show	4 DLT Evening Show
5 DLT Evening Show	6 JunCtian Cultural programs 6:00-7:30	7 Owen Sound Homeschool co-op 1:30-3:30 Photography lessons 6:30 pm	8 Kids and Us Matinee 12:30-2:30 After school tutoring 3:30-4:30	9 Rachel Stephenson Dance 5-6	10 Movie 7:00	11 Movie 7:00
12 Southgate Videographers 2-4 Movie 7:00	13 MARCH LP Theatre Camp	14 BREAK LP Theatre Camp	15 IS LP Theatre Camp Ag society meeting 7-9	16 THIS LP Theatre Camp	17 WEEK LP Theatre Camp Movie 7:00	18 Movie 7:00 Birthday Party 2:00
19 Photographer pop-up studio 10-2 Movie 7:00	20 Hanley Institute after school drop in 3:30-5 Young at Heart meeting 6-8	21	22 After school tutoring 3:30-4:30 Gary Walker Art Classes 6-7	23 Rachel Stephenson Dance 5-6	24 JunCtian Stars of Southgate & Beyond 7:30-9:00	25 Movie 7:00
26 Movie 7:00	27 TTH Board meeting 7-9:30	28	29 Gary Walker Art Classes 6-7	30 Rachel Stephenson Dance 5-6	31 Movie 7:00	

NOTES

Some interest in March Break Camps -

April 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 Photographer pop-up studio 10-2 Movie 7:00
2 Music Class recital 2-4 Movie 7:00	3 JunCtian Cultural programs 6:00-7:30	4	5 Gary Walker Art Classes 6-7	6 Rachel Stephenson Dance 5-6	7 Movie 7:00	8 Generation Connection Movie Matinee 2-4 Movie 7:00
9 Movie 7:00 Baby Shower 1-4	10 Young at Heart meeting 6-8	11 Photography lessons 6:30 pm	12 After school tutoring 3:30-4:30 Gary Walker Art Classes 6-7	13 Rachel Stephenson Dance 5-6	14 Proton School Matinee 12:30-2:30 Movie 7:00	15 Movie 7:00 Birthday Party 2:00
16 Bridal Shower 1-4 Movie 7:00	17 Hanley Institute after school drop in 3:30-5	18	19 Gary Walker Art Classes 6-7	20 Rachel Stephenson Dance 5-6	21 JunCtian Stars of Southgate & Beyond 7:30-9:00	22 Hanley Institute kids craft market 1:30-4 Movie 7:00
23 Movie 7:00 Choir Recital 2-4	24 TTH Board meeting 7-9:30	25	26 After school tutoring 3:30-4:30 Gary Walker Art Classes 6-7	27 Rachel Stephenson Dance 5-6	28 Movie 7:00	29 LP Theatre Dark Day
30 LP Theatre Dark Day						

NOTES

May 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 LP Theatre Dark Day	2 LP Theatre Dark Day	3 LP Theatre School Matinee	4 LP Theatre School Matinee	5 LP Theatre School Matinee + Evening performance	6 LP THEATRE Evening Performance
7 LP THEATRE Evening Performance	8 JunCtian Cultural programs 6:00-7:30	9 Photography lessons 6:30 pm	10 After school tutoring 3:30-4:30 Jeff Wilson Improv classes 7-9	11 Rachel Stephenson Dance 5-6	12 Movie 7:00	13 Movie 7:00 Birthday Party 2:00
14 Movie 7:00 Bridal Shower 1-4	15 Young at Heart meeting 6-8	16 Art lessons 6:30	17 Jeff Wilson Improv classes 7-9	18 Rachel Stephenson Dance 5-6	19 JunCtian Stars of Southgate & Beyond 7:30-9:00	20 Movie 7:00
21 Common Good Cafe market 2-4 Movie 7:00	22 Hanley Institute after school drop in 3:30-5	23 Art lessons 6:30	24 After school tutoring 3:30-4:30 Jeff Wilson Improv classes 7-9	25 Rachel Stephenson Dance 5-6	26 Movie 7:00	27 Movie 7:00 Birthday Party 2:00
28 Dance Class recital 2-4 Movie 7:00	29 TTH Board meeting 7-9:30	30 Art lessons 6:30	31 Jeff Wilson Improv classes 7-9			

June 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 Rachel Stephenson Dance 5-6	2 Movie 7:00	3 Movie 7:00 Birthday Party 2:00
4 Baby Shower 1-4 Movie 7:00	5 JunCtian Cultural programs 6:00-7:30	6 Owen Sound Homeschool co-op 1:30-3:30 Art lessons 6:30	7 After school tutoring 3:30-4:30 Jeff Wilson Improv classes 7-9	8 Rachel Stephenson Dance 5-6	9 TTH-Local Artist Concert 7-10	10 Collaborative Creations Company Performance 7-9
11 Collaborative Creations Company Performance 2-4 Movie 7:00	12 Young at Heart meeting 6-8	13 Art lessons 6:30	14 Jeff Wilson Improv classes 7-9	15 Rachel Stephenson Dance 5-6	16 JunCtian Stars of Southgate & Beyond 7:30-9:00	17 Movie 7:00 Birthday Party 2:00
18 Photographer pop-up studio 10-2 Movie 7:00	19 Hanley Institute after school drop in 3:30-5	20 Art lessons 6:30	21 After school tutoring 3:30-4:30 Ag society meeting 7-9	22 Rachel Stephenson Dance 5-6	23 Movie 7:00	24 Wedding all day rental
25 Bridal Shower 1-4 Movie 7:00	26 TTH Board meeting 7-9:30	27	28 Matinee 2-4 CMHA Grey Bruce Youth Mental Health Awareness education night 6-8	29 Rachel Stephenson Dance 5-6	30	

NOTES

July 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 Movie 7:00 Birthday Party 2:00
2 Bridal Shower 1-4 Movie 7:00	3 JunCtian Cultural programs 6:00-7:30	4 Go Adventure DAY RENTAL Drama Class 6:30 pm	5 Matinee 2-4	6 Rural RescueStay Babysitting course day 1 9-3	7 Rural RescueStay Babysitting course day 2 9-3	8 Wedding all day rental
9 Movie 7:00	10 Hanley Institute summer day camp 8:30-4 Young at Heart meeting 6-8	11 Hanley Institute summer day camp 8:30-4 Drama Class 6:30 pm	12 Hanley Institute summer day camp 8:30-4 Matinee 2-4	13 Hanley Institute summer day camp 8:30-4	14 Hanley Institute summer day camp 8:30-4	15 Movie 7:00 Birthday Party 2:00
16 Art Exhibit 10-2 Movie 7:00	17	18 Go Adventure DAY RENTAL Drama Class 6:30 pm	19 Matinee 2-4	20	21 JunCtian Stars of Southgate & Beyond 7:30-9:00	22 Wedding all day rental
23 Movie 7:00	24 Hanley Institute summer day camp 8:30-4	25 Hanley Institute summer day camp 8:30-4 Drama Class 6:30 pm	26 Hanley Institute summer day camp 8:30-4 Matinee 2-4	27 Hanley Institute summer day camp 8:30-4	28 Hanley Institute summer day camp 8:30-4	29 Movie 7:00 Birthday Party 2:00
30 Movie 7:00	31 TTH Board meeting 7-9:30					

NOTES

August 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 Drama Class 6:30 pm	2 Matinee 2-4 JunCtian Cultural programs 6:00-7:30	3	4 TTH-Local Artist Concert 7-10	5 Photographer pop-up studio 10-2 Movie 7:00
6 Baby Shower 1-4 Movie 7:00	7	8 Go Adventure DAY RENTAL Drama Class 6:30 pm	9 Matinee 2-4	10	11 Movie 7:00	12 Wedding all day rental
13 Art Exhibit 10-2 Movie 7:00	14 Hanley Institute summer day camp 8:30-4 Young at Heart meeting 6-8	15 Hanley Institute summer day camp 8:30-4	16 Hanley Institute summer day camp 8:30-4 Matinee 2-4	17 Hanley Institute summer day camp 8:30-4	18 Hanley Institute summer day camp 8:30-4 JunCtian Stars of Southgate & Beyond 7:30-9:00	19 Movie 7:00 Birthday Party 2:00
20 Common Good Cafe workshop 2-4 Movie 7:00	21 TTH Board meeting 7-9:30	22 Go Adventure DAY RENTAL	23 Matinee 2-4	24 Rural RescueStay Safe Course 9-3	25 Film Festival All Weekend	26 Film Festival All Weekend
27 Film Festival All Weekend	28 Hanley Institute summer day camp 8:30-4 Rural Rescue CPR 7pm-9pm	29 Hanley Institute summer day camp 8:30-4 Rural Rescue CPR 7pm-9pm	30 Hanley Institute summer day camp 8:30-4 Matinee 2-4 Rural Rescue CPR 7pm-9pm	31 Hanley Institute summer day camp 8:30-4 Rural Rescue CPR 7pm-9pm		

NOTES

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 CAO2022-007

Title of Report: Flato Developments Eco Park Phase II Development
Partnership MOU and Land Purchase & Sale Agreement
Report

Department: Administration

Council Date: March 2, 2022

Council Recommendation:

Be it resolved that Council receive staff report CAO2022-007 as information; and

That Council approve the Development Partnership Memorandum of Understanding agreement document to co-develop and construct roadway and service to property lines for the lands in the Eco Park Phase II with Flato Green Inc.; and

That Council approve the purchase and sale agreement for 90 acres of lands in the Eco Park Phase II to a Flato Green Inc.; and

That Council consider approval by municipal By-law of the Development Partnership Memorandum of Understanding agreement document and the purchase and sale agreement for 90 acres of lands in the Eco Park Phase II to a Flato Green Inc. at a future Council meeting following legal review of the documents and process.

Background:

Staff (CAO & EDO) have been working on the Eco Park Phase II property in relation to future development of the property to establish the best possible development of the Hwy #10 Southgate owned lands. Staff report CAO2021-072 titled Eco Park Phase II Land Development Proposals Comparison Report was presented to Council on November 3, 2021 and evaluated development and marketing options with Council approving the following resolution:

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

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

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

That Council direct staff to create a draft purchase and sale agreement to sell 90 acres of lands in the Eco Park Phase II to a Flato Green Inc. for Council to consider

at a future Council Meeting following the development agreement approval or as part of that agreement authorization process.

Carried No. 2021-607

Staff Comments:

Staff have developed a draft Development Memorandum of Understanding (MOU) (Attachment #1) document to form the basis for partnering with Flato Green Inc. to share the costs on an equal basis to build on the Eco Park Phase II property the roadway to Hwy #10, with a traffic circle, watermains, sewer mains, fire hydrants and servicing of water and sewers to this main road allowance property line for the by-pass route only.

Staff in discussions with Flato Green Inc. has developed a purchase and sale agreement (Attachment #2). This development plan and land sale agreements include the following:

1. The land sale price;
2. 50-50 cost sharing of roadway & servicing (water, sewers, hydro and natural gas) development;
3. Be involved with the Hwy #10 commercial development planning to work with Flato and locate appropriate businesses needed in the Southgate community;
4. Develop an industrial land development plan with Flato;
5. Investigate residential development for some affordable housing project in the Hwy#10 development project; and
6. Southgate develop its own plan to retain industrial land in Eco Park Phase II and the abutting lands to the new roadway from Phase I for possible development that could be sold.

The land purchase and sale agreement does provide any approvals of uses other than concept plans for the lands being sold and the MZO flexible zoning approval.

Financial Impact or Long Term Implications

The financial impact as a result of this report is to share the costs of road development and create revenue by selling 90 acres of lands in Eco Park Phase II with about 50 acres plus some adjacent owned by the Township for development.

The Flato proposal has offered to pay \$5,000,000.00 for the 90 acres and pay 50% of the road and servicing construction cost from Hwy #10 to the west boundary of the Hwy #10 property and north along the rail trail line.

Southgate is retaining 50 acres of the 140 acres to use approximately 10 acres for road construction and 40 acres for Township commitments we are working on for future industrial projects.

The advantages with the Flato proposal are the following:

- The financial part of the Flato project plan is comparable to the revenue Southgate would realize from other transactions investigated, but this is upfront revenue and a development partner that is engaged/committed to and experienced in Southgate.
- Flato's proposal upfronts money to partner with and support 50 percent of the road construction and servicing costs in the Eco Park Phase II development.
- This proposal will allow for Southgate to be part of discussions and decision process in the types of businesses to be located on the Hwy#10 commercial lands by working with Flato and their commercial business team.
- Southgate's past experience with Flato as a developer and their track record in our community has been very positive.
- Flato's commitment to community building through contributions to the New Dundalk Medical Clinic, New Markdale Hospital, GTR Transit Service Dundalk to Orangeville, Southgate Fire Department Rehab Trailer, sponsor support for community events and local sports teams.

Flato Proposal for Eco Park Phase II:

Flato Green Inc. – 90 acre land sale (\$55,555.00/acre)	\$5,000,000.00
Flato contribution to Eco Park Way Road Construction	\$2,882,520.00
Southgate – 40 acre land sale @ \$65,000.00 per acre	\$2,6000,000.00
Total Flato & Southgate Revenue for sale of all of the Eco Park Phase II property	\$10,482,520.00

Other Development Land for Sale

- | | |
|--|---|
| <ul style="list-style-type: none"> • 10 acres of land for potential development with Phase II on the west side of rail trail & east of Wastewater lands property for sale @ \$50,000.00 per acre • 5.6 acres of land for sale next to Lystek Property for sale @ \$40,000 per acre • 5 plus acres in Eco Park Phase I between west of Nicola Rago under review by GRCA for development @ \$40,000.00 per acre | <ul style="list-style-type: none"> \$ 500,000.00 \$ 224,000.00 \$ 200,000.00 |
| Total | \$ 924,000.00 |

Eco Park Phase I Revenues:

Eco Park Land Sales Reserve	\$ 88,866.01
Casa Terre Corp. Property Sale	\$ 245,000.00
Petawawa Biofuels	\$ 137,160.00
Nicola Rago Property Sale	\$ 46,000.00
Calhoun Super Structures Property Sale (2022)	\$ 208,250.00
Green Lid land Property Sale (2022)	\$ 875,000.00
Lisanti-Wilson Property Sale (2022)	\$ 385,000.00
Total	\$1,985,276.01

The revenues from the Eco Park Phase I property sales in 2022 and the potential future revenues from Eco Park Phase II transaction would generate revenues of over \$12.8 million dollars.

Eco Park Phase II Development Costs:**1. Eco Park Phase II Road Shared Construction Costs with Developer**

Highway 10 Intersection Improvement	\$ 850,000.00
Eco Park Way Service Round-About	\$ 550,000.00
Highway 10 to Eco Park Way Road Construction	\$1,600,000.00
Watermain Servicing	\$ 983,240.00
Sanitary Sewer Servicing	\$ 707,800.00
Sub-Total	\$4,691,040.00
Engineering	\$ 397,000.00
Contingency	\$ 397,000.00
Bonding & Construction Layout	\$ 280,000.00
Total	\$5,765,040.00

Southgate's Portion of Shared Construction Costs (50%)	\$2,882,520.00
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2. Southgate Non-shared Construction Costs

Eco Park Way Road along Rail Trail	\$ 856,000.00
Existing Eco Park Way Construction	\$ 477,000.00
Watermain Servicing	\$ 983,240.00
Sub-Total	\$2,316,240.00
Engineering	\$ 91,000.00
Contingency	\$ 71,000.00
Bonding & Construction Layout	\$ 107,000.00

Southgate's Non-Shared Total	\$2,582,240.00
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Southgate's Construction Costs Shared & Non-Shared	\$5,464,760.00
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3. Southgate Project Costs Supported by Development Charges

Sewage Pumping Station and Forcemain (DC Funded Project)	\$2,773,250.00
Engineering	\$ 280,000.00
Contingency	\$ 280,000.00
Bonding & Construction Layout	\$ 100,000.00
Total	\$3,433,250.00

Note: Development costs to be inserted into 2022 DC Study for growth funding cost recovery. 90% of the cost would come from DC charges and 10% (about \$350,000.00) would need to be funded from the property sale revenues of the Eco Park Phase II project.

4. Hydro One & Natural Gas Servicing.

The other shared costs would be electrical and natural gas services in the road allowance that will be assessments based on application to the utilities to receive installation costs. With Hydro One we would have connection costs (Non-contested works) and tendering the costs for poles and service line installation referred to as contested works. The Enbridge costs for installing gas main is based on distance of servicing and load assessment revenues they would realize from customers.

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.

Concluding Comments

1. That Council receive this report as information.
2. That Council approve in draft the MOU document as the framework to develop Eco Park Phase II with Flato Green Inc. Development Agreement.
3. That Council approve in draft purchase and sale agreement of 90 acres of Eco Park Phase II to Flato Green Inc. for commercial, industrial and residential development mix.

Respectfully Submitted,

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

Attachments:

- Attachment 1 – Southgate-Flato Green Inc. Draft Development
Memorandum of Understanding dated March 2, 2022
- Attachment 2 – Southgate-Flato Green Inc. Draft Purchase and Sale
Agreement dated March 2, 2022

Draft Development Memorandum of Understanding

A. INTENDED PARTIES

1. The Corporation of the Township of Southgate ("Southgate")
2. Flato Development Incorporated the parent company of Flato Green Inc. ("Flato")

B. BACKGROUND

1. Southgate is the registered owner of the property shown as the Township of Southgate, former Proton Conc 1 SWTSR Parts 239, 240 and Pt Lot 238 (the "Property") as partially identified in the attached GIS mapping Schedule "A" document, less the Conc. 2 SWTSR lands.
2. The attached draft reference plan of survey (the "Survey") depicts certain lands situated on the west side of Highway #10, in the geographic former Township of Proton, in the Township of Southgate, Grey County.
3. The legal plan of survey is 16R_____, represents the legal survey of the property (the "Survey") to be included in this MOU document as Schedule "B".

C. ROAD CONSTRUCTION & DEVELOPMENT PLAN

1. The Parties intends to create a municipal servicing and development plan agreement from this MOU document to:
 - i. Share the construction costs of the roadway and water-wastewater servicing on the property on a cost share 50-50 basis as designed by the Township Engineer's Triton; and
 - ii. Cooperatively construct the roadway, traffic circle and water-wastewater servicing on the property from Hwy #10 at the intersection of Sideroad #140 to the boundary of Conc. 2, SWTSR, at Lot 238 and 237 proper line as shown in the design layout in attached Schedule "C" document; and
 - iii. Cooperatively construct a wastewater trunk force main outlet from the pumping station if required or from the closest point of the constructed roadway to the Dundalk Wastewater Facility, Cell #1 inlet; and
 - iv. Share the construction costs to complete the paving of the roadway from Hwy #10 at the intersection of Sideroad #140

to the boundary of Conc. 2, SWTSR, at Lot 238 and 237 proper line at future time when property development and site construction has neared completion.

2. Southgate will be responsible for the construction of roadway and the placement of watermain services from the property line of Conc. 2, SWTSR Lot 238 and 237 to the east end of the existing Eco Park Way roadway on the Conc. 2, SWTSR, at Lot 237 and 236 proper line.
3. Southgate will be responsible for the construction of a Wastewater Pumping Station if required to located on the property identified as Conc. 1, SWTSR on Lot 239, Lot 240 or Pt Lot 238 with the location to be determined to best service the future regional sewer service development requirements to the north on the west and east side of Hwy #10. This project will be included in the next Development Charges By-law in 2022 as this project design and construction costs will also benefit future commercial, industrial and residential developments.
4. Southgate will be responsible the construction costs to complete the paving of the roadway from from the property line of Conc. 2, SWTSR Lot 238 and 237 to the east end of the existing Eco Park Way roadway on the Conc. 2, SWTSR, at Lot 237 and 236 proper line.
5. Flato will be responsible for the construction of a roadway, the placement of watermain and sewer services on part of their 90 acres of Flato owned lands to connect to their adjacent property in the Township of Melancthon, Conc.1, SWTSR, Lot 241
6. The specific land parcels will be determined and identified in the final property survey document to create the lot parcels for the development for both Flato and Southgate.

D. UTILITY SERVICING DEVELOPMENT PLAN

1. The Parties shall share the cost of the installation of Hydro One electrical servicing requirements to include but not limited to:
 - i. Preparation of application and design layout work by the Township's Engineers; and
 - ii. Hydro One application fees; and
 - iii. Hydro One contestable fees or an electrical contractor bid costs to install electrical services (poles and wire) from either a connection on Hwy #10 service or from the east end of Eco Park Way electrical service. This servicing decision will be

- determined by Hydro One Subdivision Design Group; and
 - iv. Hydro One non-contestable connection fees.
2. The Parties shall share the cost of installation of Enbridge Natural Gas servicing requirements to include but not limited to:
- i. Preparation of application and design layout work by the Township's Engineers; and
 - ii. Enbridge application fees if applicable; and
 - iii. Natural Gas main installation cost based on load demand analysis by Enbridge.

E. LAND SALE, OWNERSHIP & DEVELOPMENT PLAN

1. The Parties intends to create a property sale agreement from this MOU document.
2. The transaction of part of the property will sell 90 acres of Southgate owned land to Flato for the purpose of the following:
 - i. Highway Commercial Development between Hwy #10 and the to be constructed service road;
 - ii. Industrial employments land development being 30 acres plus or minus located west of the Hwy #10 service road; and
 - iii. The balance of property being 40 acres plus or minus to be developed as mixed residential use construction located west of the Hwy #10 service road.
3. Southgate will retain the remaining lands for their purposes to sell as industrial development employment lands.

F. DEVELOPMENT TIMELINES

Estimated Road and Servicing Construction Plan

1. Summer 2022 – Start and completion of earth works for construction of the roadway, open drainage ditching and preparation of water-wastewater servicing.
2. Fall of 2022 – Start installation of sewer collection system and water main, as well as placement of B gravel for road base.
3. 2023 Construction Season:
 - i. Complete construction water and wastewater main installation in roadway and servicing;

- ii. Complete installation of fire hydrants;
- iii. Complete construction of roadway with placement of granular "B" and "A" gravel;
- iv. Complete installation of sewer force main from new Sewage Pumping Station or a gravity main from the newly constructed roadway to wastewater plant Cell #1 outlet; and
- v. Start and complete the construction of the new Sewage Pumping Station.

G. GENERAL TERMS & RESPONSIBILITIES

Responsibility of Southgate

- 1. Cost of the original property survey of Hwy #10 property to complete the property sale of lands to Flato.
- 2. Cost of the original property survey of Hwy #10 property to identify the lands to be retained as Southgate for sale as industrial employment lands.
- 3. Cost of the road, servicing and traffic circle design to an rural design standard as a County Roadway.
- 4. Payment of legal costs incurred and for benefit by the Southgate in relation to completing the land transfer, finalizing the development agreement and the land purchase and sale agreement.

Responsibility of the Flato

- 1. Cost of the property survey of their Hwy #10 owned property to complete any property sale(s) of lands to their customers or developer partners for commercial, industrial or residential subdivision developments.
- 2. Payment of legal costs incurred and for benefit by the Flato in relation to completing the land transfer, finalizing the development agreement and the land purchase and sale agreement.
- 3. Costs of any future roadway service connection(s) to the water and sewer mains not provided in the original construction designs.

H. LEGAL PROVISIONS

- 1. The preparation of these draft terms for an MOU do not represent a legally binding offer or contract on the part of the Flato or Southgate. Legal documentation to give effect to the intended transactions will be prepared and agreed in good faith following the signing of the MOU.

2. The MOU will be binding on the parties with respect to issues of:
- i. Responsibility of for costs incurred in respect of project requirements (e.g. legal and survey costs, etc.)
 - ii. Confidentiality of information (if applicable).

IN WITNESS WHEREOF the parties have executed this MOU document.

FLATO GREEN INCORPORATED

Per: _____
Name Shakir Rematullah
Title: President
I have the authority to bind the
Corporation

**THE CORPORATION OF THE
TOWNSHIP OF SOUTHGATE**

Per: _____
Name John Woodbury
Title: Mayor

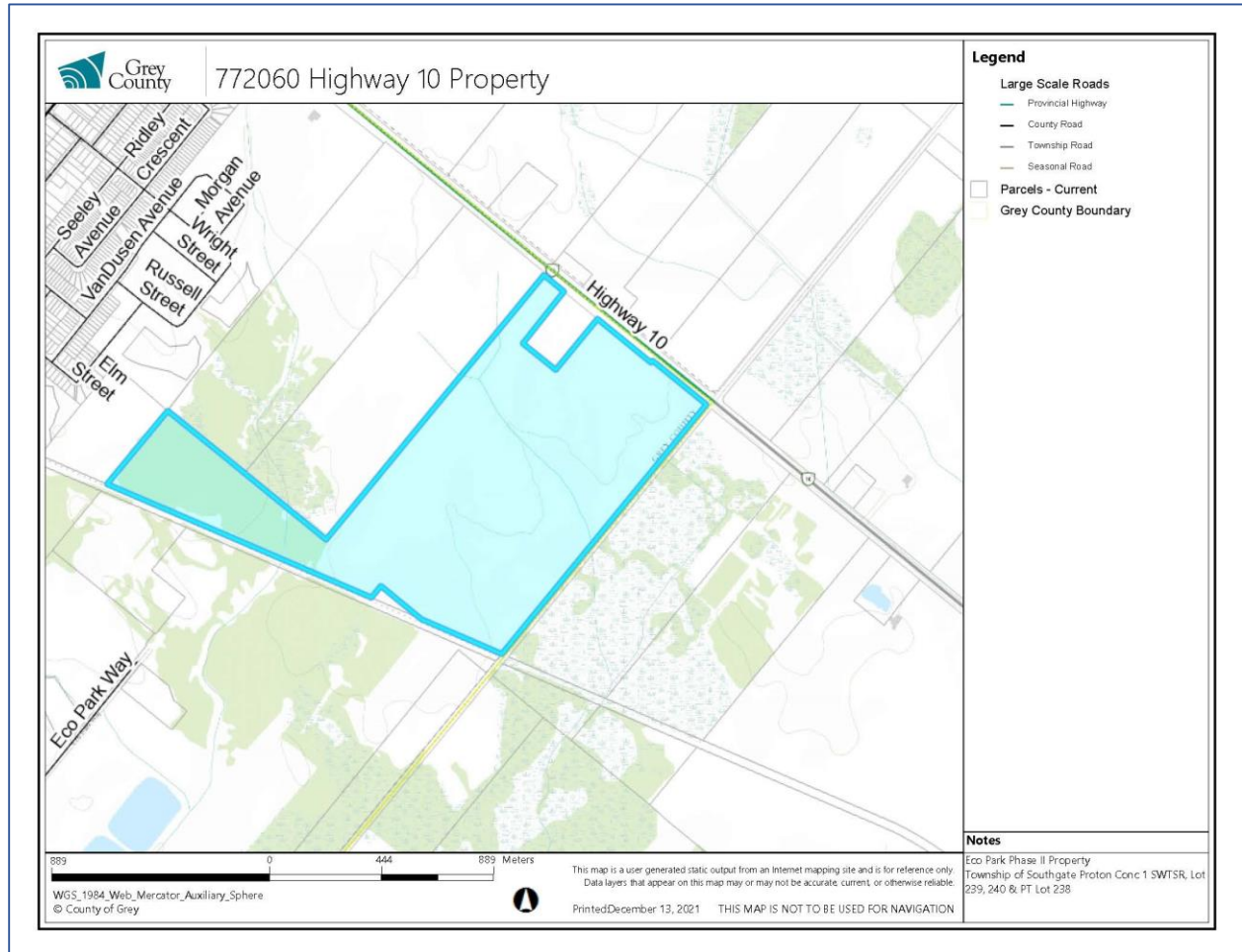
Per: _____
Name Lindsey Green
Title: Clerk

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

Attachment 1

Schedule "A"

Eco Park Phase II Property GIS Map for
Southgate-Proton Conc 1 SWTSR Lot 239, 240 & Pt Lot 238 Lands



Attachment 1

Schedule "B"

Eco Park Phase II Property Survey 16R_____ for
Southgate-Proton Conc 1 SWTSR Lot 239, 240 & Pt Lot 238 Lands

Eco Park Phase II Property with Roadway Layout



Attachment 2
PURCHASE AND SALE AGREEMENT
(hereinafter called the “PSA”)

THIS AGREEMENT made as of the 2th day of March, 2022.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

hereinafter called the “Vendor” of the FIRST PART;

and

FLATO GREENS INCORPORATED

hereinafter called the “Purchaser” of the SECOND PART;

WHEREAS the Vendor is the owner, in fee simple, of lands and premises described in Schedule “A” and specifically as depicted in the aerial photo lot map and/or the reference plan in Schedule “B” (the “Property”), which Property is to be severed as per the terms of this PSA ;

AND WHEREAS the Purchaser wishes to purchase the Property from the Vendor and the Vendor desires to sell the Property to the Purchaser;

NOW THEREFORE IN CONSIDERATION of the mutual covenants and promises in this Agreement, the parties agree as follows:

SECTION I
GENERAL

1. In consideration of the agreement referred to in the preceding paragraph, the Purchaser shall pay a Purchase Price calculated at Fifty-Five Thousand Dollars (\$55,000.00) per acre to the Vendor, with the size of the Property to be determined by the reference plan to be prepared by the Vendor pursuant to the terms of this PSA. The Purchase Price shall be paid as follows:
 - a) Twenty-Five Thousand Dollars (\$500,000.00) is payable by the Purchaser by certified cheque or bank draft upon execution of this Agreement, to be held on an interest-free basis by the Solicitor for the Vendor as a deposit pending completion of this transaction on account of the Purchase Price on completion, or if this Agreement is not completed through no fault of the Purchaser, the deposit shall be returned to the Purchaser without interest or deduction; and

Attachment 2

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

**SECTION II
PURCHASE OF PROPERTY**

3. Irrevocable Date

This PSA shall be open for acceptance by the Vendor until the 25th day of February, 2022, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

4. Completion Date

- a) The closing of this transaction be completed no later than 5:00 p.m. on the 25th day of May, 2022, (the "Completion Date") or an earlier date if possible, at which time possession of the Property in "as is, where is" condition shall be given to the Purchaser.

5. Council Approval

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

6. Documents, Reports and Information

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

**SECTION III
CONDITIONS, REPRESENTATIONS AND WARRANTIES**

7. "As Is" Condition

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

Attachment 2

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

8. Future Use

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

9. Development Covenants and Restrictions

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

Attachment 2

Purchaser's rights, interests, liabilities and obligations hereunder is released and discharged from any and all liabilities and obligations arising under and pursuant to this Agreement.

10. Property Not for Resale

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

SECTION IV PRIOR TO COMPLETION DATE

11. Purchaser May Inspect the Property

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

12. Insurance

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

SECTION V COMPLETING THE TRANSACTION

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

13. Electronic Registration

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

Attachment 2

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

14. Survey or Reference Plan

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

15. Examination of Title

Purchaser shall be allowed until 6:00 p.m. on the 25th day of March, 2022 (Requisition Date) to examine the title to the property at his own expense and to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, and that its intended use will be lawful. Vendor hereby consents to the municipality or other governmental agencies releasing to Purchaser details of all outstanding work orders and deficiency notices affecting the property, and Vendor agrees to execute and deliver such further authorizations in this regard as Purchaser may reasonably require.

Provided that the title to the Property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this PSA and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in this paragraph 16 any valid objection to title or to any outstanding work order or deficiency notice is made in writing to Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy or obtain insurance (Title Insurance) in favour of the Purchaser and any mortgagee, (with all related costs at the expense of the Vendor), and which Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Purchaser shall be conclusively deemed to have accepted Seller's title to the property.

16. Purchaser to Accept Easements

- a) The parties agree that after closing and during the road design and construction by the Township, additional easements and lot re-configuration may be required to address site specific conditions and such easements and re-configuration to be mutually agreed to by the parties with the cost of a final reference plan provided by the Vendor

Attachment 2

at its sole cost. The Purchaser agrees that the Vendor shall be granted and shall be able to obtain such easements or lot re-configuration at a nominal charge.

17. Adjustments

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

18. Harmonized Sales Tax

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

SECTION VI MISCELLANEOUS

19. Entire Agreement

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

20. Tender

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

21. Time of Essence

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

22. Planning Act

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

23. Notices

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

Solicitors for the Vendor:

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

Solicitor for the Purchaser:

Garfinkle Biderman LP
Dynamic Funds Tower
Suite 801 – 1 Adelaide Street East
Toronto, Ontario
M5C 2V9

Contact: Michelle R. Frost
Emails: mfrost@garfinkle.com
Phone: 416-869-7605
Fax #: 416-890-0547.

If mailed, such notices must also be given by facsimile transmission on the date it was so mailed. If so given, such notices shall be deemed to have been received on the first business day following the date it was delivered or marked mailed out.

24. Successors and Assigns

- a) This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

25. Schedules

- a) The following Schedules shall form an integral part of this Agreement:
- Schedule “A” Description of Property
 - Schedule “B” Aerial Lot Photo and/or Registered Plan
 - Schedule “C” Development Covenants

26. Counterparts

Attachment 2

- a) This agreement may be signed in any number of counterparts, each of which is considered to be an original, and all of which are considered to be the same documents.

27. Severability

- a) If any provision of this Agreement, or the application thereof to any circumstances, shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement, or the application thereof to other circumstances, shall not be affected, and shall be valid and enforceable.

IN WITNESS WHEREOF the parties have executed this Agreement.

FLATO GREEN INCORPORATED

Per: _____
Name Shakir Rematullah
Title: President
I have the authority to bind the
Corporation

**THE CORPORATION OF THE
TOWNSHIP OF SOUTHGATE**

Per: _____
Name John Woodbury
Title: Mayor

Per: _____
Name Lindsey Green
Title: Clerk

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

Attachment 2
**Schedule “A” to
Description of Property
Proposed to be Sold to
FLATO Green Inc.**

All and singular that certain parcel of land located within the Province of Ontario, County of Grey, Township of Southgate described as 90 acres of the 140 acre plus or minus property described as the following:

- Township of Southgate, Former Proton, Conc. 1, SWSTR Lot 239, 240 and Pt Lot 238

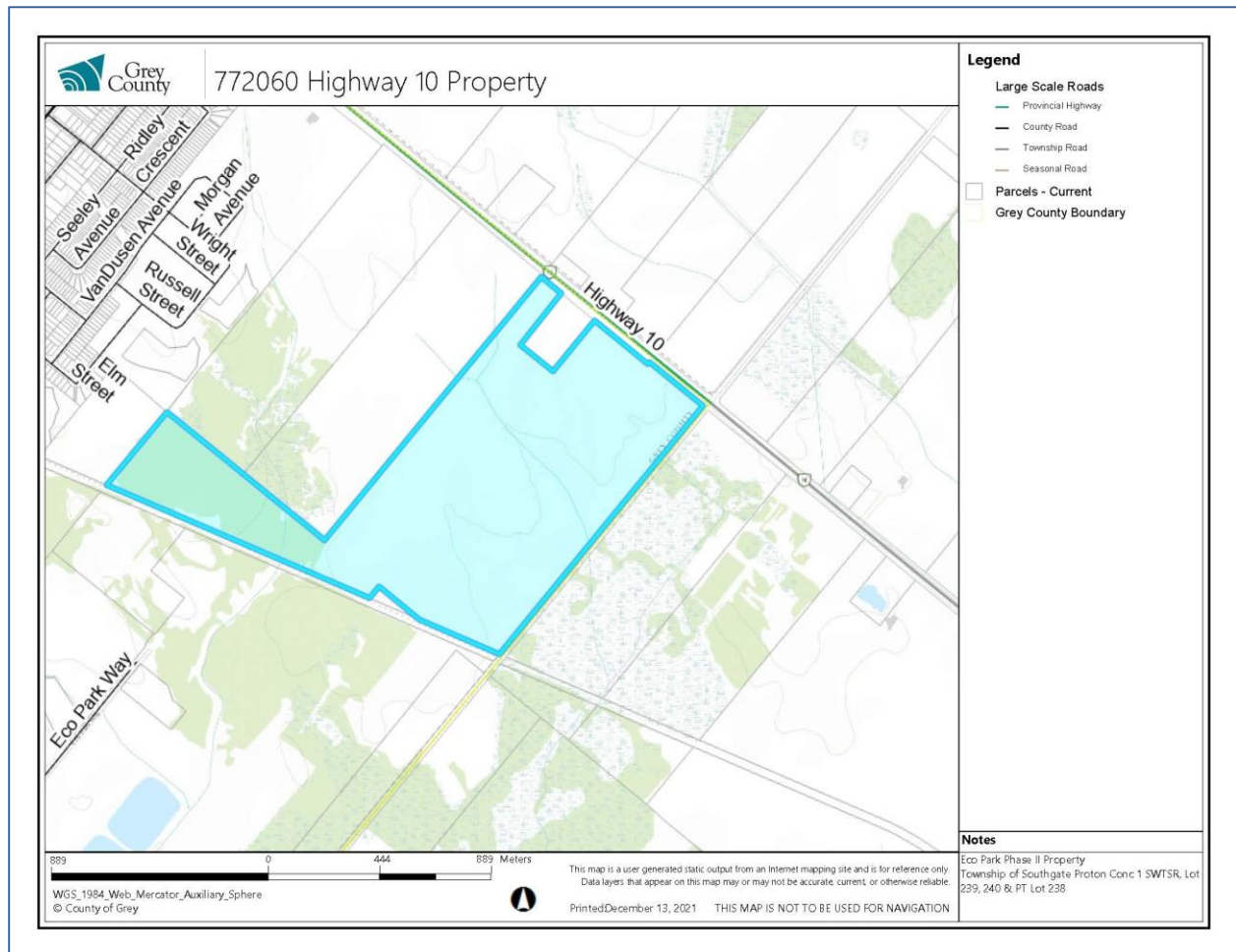
Amount of the lands described above being:

- 90 acres being part of the land in the Southgate Eco Park Phase II which is identified in the development map in Schedule B of this Purchase & Sale Agreement document. Prior to closing a legal survey Plan will be deposited with the Registry Office to define the legal description for closing this property sale.

Attachment 2
SCHEDULE “B”

Aerial Lot Photo Mapping and/or Registered Plan

90 Acre Parcel for this Property Sale



Attachment 2
SCHEDULE “C”

DEVELOPMENT COVENANTS

1. Title Control

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

Attachment 2

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

2. Occupation of Building

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

3. Assignment of Covenants

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

Attachment 2

4. Force Majeure

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

5. Right to Waive

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

6. Sanitary Sewer and Water Services

- a) The Vendor shall supply access to a sewer connection for the Purchaser's property in the road allowance as part of the road and servicing design. Additional service connection can be provided to make connections in the roadway at the Purchaser expense as required.
- b) The Vendor shall supply access to a water service lateral connection for this property in the road allowance as part of the road and servicing design to the identified lot lines with shut off valve. Service connections for water greater than a one (1) inch standard service connection can be provided and will be at the expense of the Purchaser. Additional service connection can be provided to make connections in the roadway at the Purchaser expense as required.

7. Other Property Sale Site Specific Conditions

- i. The purchaser will seek zoning to build some residential units along Ida Street subject to compliance with Provincial D6 guidelines and Southgate Planning approval related to setback from new and existing industrial developments and municipal wastewater infrastructure.
- ii. _____

- iii. _____

- iv. _____

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 CAO2022-008

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

Department: Administration

Council Date: March 2, 2022

Council Recommendation:

Be it resolved that Council receive staff report CAO2022-008 as information; and

That Council approve the 2021 Community Action Plan (CAP) Annual Report and CAP Project Plans for 2022 as presented to report out to the community on the progress made last year and the 2022 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:

A draft of the 2021 CAP Annual Report and CAP Project Plans for 2022 was presented at the February 2, 2022 Council meeting and the following resolution was approved:

Moved By Councillor Sherson; **Seconded By** Councillor Rice;

Be it resolved that Council receive staff report CAO2022- 005 as information; and **That** Council provide input to staff on the draft 2021 CAP Annual Report and consider approval at a future Council meeting.

Carried No. 2022-086

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 2021 and project considerations for 2022. The CAP 2021 Annual Report is included in the staff report as Attachment #1. The 2021 Annual CAP report provides the issues and actions that will be considered and/or undertaken as projects in order to achieve the 2022 results as set out in the CAP document.

Financial Impact or Long-Term Implications

The financial impact has already been included in the 2022 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 2021 Annual Report and the CAP Project Plans for 2022.
3. Staff will post the 2021 CAP Annual Report on Southgate website and Facebook page and provide hard copies at the Municipal office front counter on request.

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 –
2021 Annual Report and the CAP Project Plans for 2022

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

2021 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, MKSN 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 2022 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 work 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 a 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 was started in 2021 for the Dundalk to Orangeville route 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.
- 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 approved the cancellation of the Township's Vacancy Tax Rebate program at the April 21st, 2021 Council meeting.
- 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 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 consulted with the Downtown businesses to discuss building accessibility concerns, creating the Downtown Business Area in Dundalk as an attraction and 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.

- Through a virtual meeting presentation staff introduced and promoted our Community Improvement Plan to the Downtown Business owners.

2022 Project Plan:

- In 2022 will 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 consider focusing efforts to secure an investment in and secure building rights, if the property owner does not want to support the project.

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 2022.
- Tendering for the construction of the project by SEGCHC will be completed in 2022 with a 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, supporting our municipality and in welcoming new residents looking to be 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 new 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 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 8,000 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 capital roads budget approved by Council allocating a 22.1% increase over 2020 for road capital investment in projects to narrow the asset funding gap.

2022 Project Plan:

- In the 2022 capital roads budget approved by Council allocating 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.
- In 2021 Triton issued 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 tower 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.

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 CAO2022-009

Title of Report: OGRA Conference Delegation Request Deadline

Department: Administration

Council Date: March 2, 2022

Council Recommendation:

Be it resolved that Council receive staff report CAO2022-009 as information; and

That Council provide staff with direction or feedback on applying for Minister delegation requests at the 2022 OGRA Conference.

Background:

The OGRA Conference is April 10 to 13, 2022 in Toronto. The deadline for delegation submissions is Friday March 11, 2022 @ 11:59 pm.

Staff Comments:

Staff suggest we should consider requesting Minister delegations related to the following issue(s):

- **Ministry of Education** – New Public School request from Bluewater School Board provided to the Ministry in May of 2021 to address growth needs in Dundalk.
-
-

Financial Impact or Long Term Implications

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

Communications & Community Action Plan Impact:

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

Concluding Comments

That Council receive this report as information and that staff proceed with developing delegation submission(s), if any are required for the 2022 OGRA Conference.

Respectfully Submitted,

CAO approval: Original Signed By

Dave Milliner – CAO

dmilliner@southgate.ca

519-923-2110 x210

- Attachment 1 – OGRA Conference 2022 Delegation Notification

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Good Roads

2022 Conference

(<http://ograconference.ca>)

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Delegations

If you're interested in meeting with provincial decisionmakers on an issue of importance to your community, please complete the following delegation request form. The respective offices will follow up on requests directly. Please note that only registered delegates will be able to request delegations with provincial decisionmakers.

If you have any questions regarding this process please email delegations@ogra.org
(<mailto:delegations@ogra.org>)

The deadline to submit a request is 11:59 pm on Friday, March 11, 2022.

NEW for 2022: Good Roads and Crestview Strategy have put together a webinar to help you make the most of your ministerial delegation. Register for **Delegations 101**

(<https://www.ogra.org/images/GoodRoads/Eblasts/GoodRoads/2022-WebinarDelegations-101.html>) to learn the dos, don'ts, and much more from those who have been at the other side of the table.

Delegation Request

Ministry/Party *

Issue to be Discussed *

max 1000 characters.

Have you spoken with the Ministry about this issue previously?

☐ Yes ☒ No

Issue Rationale *

max 2000 characters

Supporting Information

Upload

or drag files here.

Allowed files: pdf, doc, docx, jpeg, wpd, txt. Max File Size 2mb. Max number of files: 3

Municipal Contact Name *

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Fairmont Royal York Hotel, Toronto ON.

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Accommodations (<http://ograconference.ca/accommodation/>)

Agenda (<http://ograconference.ca/agenda/>)

Virtual Kit Bag (<http://ograconference.ca/virtual-kit-bag/>)

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



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

Staff Report PL2022-013

Title of Report: PL2022-013 – SP4-22 Green Lid
Department: Clerks
Branch: Planning Services
Council Date: March 2, 2022

Recommendation:

Be it resolved that Council receive Staff Report PL2022-013 for information; and
That Council consider approval of By-law 2022-031 authorizing the entering into a Site Plan Agreement.

Property Location: Part Lot 235-236 Concession 2 SWTSR, Being Parts 1 & 6, Plan 16R11609, Subject to an Easement over Part 1 In GY70526 ,
Geographic Village of Dundalk, Township of Southgate.



The Proposal

The Greenlid Sustainable Non-Wood Fibre Manufacturing and Innovation Facility, Phase 1, will be manufacturing wheat straws. Greenlid will be purchasing raw feedstock from local farmers. After farmers utilize the edible parts of the wheat plant, the stalks remain. The stalks are carefully sorted and cut into equal lengths followed by a trip through an agitator with distilled water; a sonicator, three times in a boiler, and finally a UV room to thoroughly cleanse and prepare the wheat stalk for use. Wheat stalks grow a lining that keeps the stalk upright and naturally waterproof. Wastewater from production will be recaptured for fertilizer or recycled in the process. There is no fermentation in the process. Their innovative approach to manufacturing and sustainable product development will not only bring good manufacturing jobs to the area, but also partnerships and high impact R&D jobs directly to our area. The investment of \$30 million over the next 3 years will be just the start of what staff foresee as Greenlid becoming a pillar for other innovative, sustainable companies.

Below are a few links further describing the process for information.

Blogs:

<https://www.mygreenlid.com/post/wheat-sustainability>

<https://www.mygreenlid.com/post/from-farm-to-cup-how-wheat-straws-are-made>

Wheat Straws Video:

<https://youtube.com/watch?v=9EzfXHNYOHc>

Background: The Site Plan application was received and deemed complete February 17th, and sent for comment to commenting agencies. As a result of the scale of the project and size of the reports submitted the electronic file was placed on the Township website for review. It is available at the following link:

<https://www.southgate.ca/en/municipal-services/planning-applications-public-notices.aspx#SP4-22-2137569-Ontario-Inc>

The site has 178m of frontage on IDA Street and 363m of frontage on Eco Parkway. It is approximately 11.2ha (27 acres) in area with access to both municipal water and waste water as well as a year round open and maintained road.

The site is currently zoned M1 and EP which permits the use. As stated previously this approval is for phase one of the project only and does not include other phases. Additional phases will require amendments to the zoning bylaw and site plan agreement as well as discussions with the Grand River Conservation Authority.

Phase one consists of the following:

- a building 60.96m X91.44m for a GFA of 5,574.18m²(60,000 ft²)
- Parking for up to 100 vehicles with 3 barrier free spaces and 12 loading spaces. Only 38 are required for phase one.
- A stormwater management facility that is designed to accommodate future phases on the site.
- Landscaping out front as well as a 3m buffer strip for the houses to the west of the site.

Future phases will require an amendment to the zoning by-law to accommodate parking requirements as well as adjusting the EP boundary on site. Future phases will include the construction of up to 6 more 5,574.18m²(60,000 ft²) buildings as well as updated lighting, landscaping and drainage plans.

Total build out of the site will result in a gross floor area of 39019.27m² (420,000ft²) for all buildings on site.

Staff Comments:

Given the servicing constraints the Township is currently having with the lack of waste water capacity Township Staff requested from Triton an estimate of water and waste water requirements for the facility. The facility will utilize approximately 5.4 ERU's of water and 1 ERU for waste water as a result of internal capture and recycling of waste water used in the processing at the plant.

Water resources are not a concern as the new well has greatly increased water capacity for the Township.

Currently the Township has 3 units left of waste that are allocated for infill development. It is proposed that these 3 units be allocated to industrial uses within the ecopark until more capacity is available. One of these units would be utilized by the proposal and therefore the proposal can be adequately serviced.

The agreement also has other clauses in it which will alleviate issues during development including:

1. Requiring landscaping and screening to act as a buffer from neighbouring residential dwellings.
2. Applying dust control measures at the Townships discretion.
3. Requiring a paved commercial entrance and apron.
4. Requiring hydrants or water reservoir be installed should the building or fire department require it as part of development.
5. The provision of securities to ensure that the site is serviced and developed in accordance with the site plan or returned to a safe condition.

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. Provided that there are no negative comments received from commenting agencies. It is 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 2022-031 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 2022-031

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 2137569 Ontario Inc and the Township of Southgate for the development of the lands described as Part Lot 235-236 Concession 2 SWTSR, Being Parts 1 & 6, Plan 16R11609, Subject to an Easement over Part 1 In GY70526, 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 2nd day of March 2022.

Read a third time and finally passed this 2nd day of March 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: 2137569 Ontario Inc

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

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

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

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

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

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

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

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

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

SECTION 1 - LANDS TO BE BOUND

1. The lands to be bound by the terms and conditions of this Agreement (sometimes referred to as "the subject lands"), are located in the geographic Village of Dundalk, 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)

Schedule "C" – Description of Securities

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.** The owner agrees to construct buildings in accordance with submitted drawings. Significant alterations to the exterior of the building or site may require amendments to this agreement to update drawings.
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 Eco Parkway. 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, including hydrants, 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 property is connected to municipal water and sewer services and that any connection fees are paid at the owners expense.

10. **LANDSCAPED BUFFERING.** The owner agrees to install all landscaping in accordance with the landscaping plan attached in schedule B of this agreement. The landscaping shall be maintained for the purpose of providing a visual buffer of the buildings to the residential lots on the western edge of the property.

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. **SECURITIES** To insure that external works and landscaping are completed along with site grading, securities shall be provided just prior to registration of the agreement on title in accordance with schedule C.

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 two (2) 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: 2137569 Ontario Inc
485387 30 Sideroad
Shelburne, ON
L9V 3N5

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 2022-031.

SIGNED, SEALED AND DELIVERED	)	2137569 Ontario Inc
)	
)	
)	
)	
in the presence of:)	
)	
	)	Per:_____
	)	Name:_____
_____	)	Date:_____
Witness)	
)	
	)	Per:_____
	)	Name:_____
	)	Date:_____
)	
)	
)	
_____	)	THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE
Witness)	
)	
)	
	)	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:

**Part Lot 235-236 Concession 2 SWTSR, Being Parts 1 & 6,
Plan 16R11609, Subject to an Easement over Part 1 In
GY70526 , Geographic Village of Dundalk, Township of
Southgate.**

Schedule "B"

SITE PLANS

- Drawing #1. Dated March 2nd, 2022 and signed by the planner
- Drawing #2. Dated March 2nd, 2022 and signed by the planner
- Drawing #3. Dated March 2nd, 2022 and signed by the planner
- Drawing #4. Dated March 2nd, 2022 and signed by the planner
- Drawing #5. Dated March 2nd, 2022 and signed by the planner
- Drawing #6. Dated March 2nd, 2022 and signed by the planner
- Drawing #7. Dated March 2nd, 2022 and signed by the planner
- Drawing #8. Dated March 2nd, 2022 and signed by the planner
- Drawing #9. Dated March 2nd, 2022 and signed by the planner
- Drawing #10. Dated March 2nd, 2022 and signed by the planner
- Drawing #11. Dated March 2nd, 2022 and signed by the planner
- Drawing #12. Dated March 2nd, 2022 and signed by the planner
- Drawing #13. Dated March 2nd, 2022 and signed by the planner
- Drawing #14. Dated March 2nd, 2022 and signed by the planner
- Drawing #15. Dated March 2nd, 2022 and signed by the planner

Schedule "C"

PAYMENTS TO BE MADE

AND

SECURITIES TO BE PROVIDED TO THE TOWNSHIP

<u>PAYMENTS TO THE TOWNSHP</u>	<u>DUE DATE</u>
Building Deposit	Upon Building Permit issuance
Development and Education Charges	Upon Building Permit issuance

In addition, The developer shall provide securities in the amount of \$560 950.00 in accordance with the attached securities estimates. These securities shall be provided in the form of an irrevocable standby letter of credit. A draft of a letter of credit has been provided in this section of the agreement.

1. The Securities below are to outline additional securities amount require to support this agreement, and to be reviewed and updated prior to registration of this agreement.

Triton Engineering Services Limited
Cost Estimate
Ice River Sustainable Solutions
Construction of Proposed Industrial Facility
Eco Parkway, Dundalk, Township of Southgate

SECTION I - EXTERNAL WORKS					
1.01	Traffic Control	100 %	L.S.	\$500.00	\$500.00
1.02	Topsoil Stripping	120	m ²	\$20.00	\$2,400.00
1.03	Supply, Excavate for and Install 375 mm Diameter HDPE Culvert	40	m	\$150.00	\$6,000.00
1.04	Break Into and Connect to ExistingSanitary Maintenance Hole	1	Each	\$1,750.00	\$1,750.00
1.05	Supply, Excavate For and Install 200 mm Diameter Sanitary Sewer	14	m	\$150.00	\$2,100.00
1.06	Construct 1200 mm DiameterMaintenance Hole (OPSD-701.010)	1	Each	\$4,500.00	\$4,500.00
1.07	Supply and Install MaintenanceHole Frame and Cover (OPSD-401.010, Type "A")	1	Each	\$350.00	\$350.00
1.08	Connection To Existing Watermain	1	each	\$7,000.00	\$7,000.00
1.09	Supply, Excavate For and Install150 mm Dia. (DR-18, CL 150 PVC) Ring- Tite Watermain	8	m	\$150.00	\$1,200.00

	Including Tracer Wire				
1.10	Supply, Excavate For and Install 150 mm Dia. Gate Valve and Box	2	Each	\$1,500.00	\$3,000.00
1.11	Supply and Install Anodes (DZP-12, 5.4 Kg) On Iron Fittings and Valves	3	Each	\$100.00	\$300.00
1.12	Supply, Excavate For and Install 50 mm Dia. Water Service Including Connection To Existing PVC Watermain Including 50 mmX 75 mm Marker At Property Line	1	Each	\$2,500.00	\$2,500.00
1.13	Construct Driveway Entrance including Granulars and Restoration				
	i) North	100 %	L.S.	\$3,800.00	\$3,800.00
	ii) South	100 %	L.S.	\$4,300.00	\$4,300.00
SUB-TOTAL - SECTION I - EXTERNAL WORKS					\$39,700.00

SECTION II - INTERNAL SITE WORKS

2.01	Sediment and Erosion Control	100%	L.S.	\$20,000.00	\$20,000.00
2.02	Grading	45,000	m ²	\$5.00	\$225,000.00
2.03	Topsoil from Stockpile	45,000	m ²	\$4.00	\$180,000.00
2.04	Hydraulic Seed and Mulch	45,000	m ²	\$0.50	\$22,500.00
SUB-TOTAL - SECTION II - INTERNAL SITE WORKS					\$447,500.00

SECTION III - LANDSCAPING

3.01	Topsoil (Imported) For Landscape Area (500 mm Depth)	2,250	m ²	\$10.00	\$22,500.00
3.02	Plantings	100%	L.S.	\$15,000.00	\$15,000.00
3.03	Trees	100%	L.S.	\$25,000.00	\$25,000.00
3.04	Mulch For Landscape Area	2,250	m ²	\$5.00	\$11,250.00
SUB-TOTAL - SECTION III - LANDSCAPING					\$73,750.00

SUMMARY

SUB-TOTAL - SECTION I - EXTERNAL WORKS					\$39,700.00
SUB-TOTAL - SECTION II - INTERNAL SITE WORKS					\$447,500.00
SUB-TOTAL - SECTION III - LANDSCAPING					\$73,750.00
TOTAL (EXCLUDING HST)					\$560,950.00

FORM "2"

Your Name & Address

Date of Issue:
Irrevocable Standby Letter of Credit

Reference No:

APPLICANT

BENEFICIARY:
THE CORPORATION OF THE TOWNSHIP OF
SOUTHGATE
185667 Grey Cty Rd 9
RR 1 Dundalk On N0C 1B0

AMOUNT:
MAXIMUM in Canadian Dollars:

We hereby authorize you to draw on (Bank & Address) for Account of (Applicant), up to an aggregate amount of (amount) (CAD) of lawful money of Canada available by Draft(s) on demand.

Pursuant to the request of our customer, (applicant), we, (bank) hereby establish and give to you an irrevocable standby letter of credit (the "credit") in your favour in the total amount of (amount) Canadian dollars pursuant to the agreement between the Township of Southgate and (applicant) dated (date) with respect to *the total cost of all development works and engineering costs* [wording to be amended to as necessary to identify purpose of the Letter of Credit i.e. as an assurance that required works will be completed in Article 10 or to act as a building deposit pursuant to Article 14]

This credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have a right as between yourself and our said customer to make such demand and without recognizing any claim of our said customer.

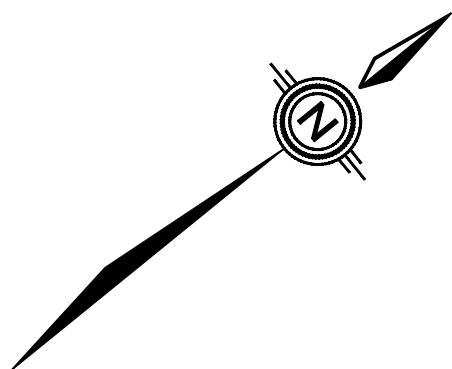
The amount of this credit shall be reduced from time to time as advised by notice in writing given to us from time to time by you.

This credit will continue up to the (date), subject to the following condition:

It is a condition of this credit that it shall be deemed to be automatically extended without amendment for one year from the present or any future expiry date hereof, unless at least 30 days prior to such expiry date, we notify you in writing by registered mail, that we elect not to consider this credit to be renewable for an additional period. Upon receipt by you of such notice, you may draw hereunder by means of your signed written demand for payment.

Partial Drawings are permitted.

Drafts must be shown and negotiated not later than the (date) or automatically extended date.



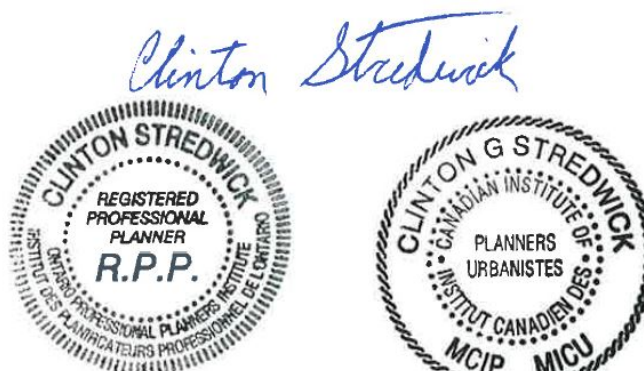
SITE PLAN INFORMATION:

- LANDS ARE ZONED M1 AND EP
- SITE PLAN FOR FIRST PHASE ONLY - HOWEVER THE ATTACHED PLAN SHOWS PROPOSED FUTURE PHASES.
- PARKING - (5.75 X 2.75)
- INDUSTRIAL USE - 5 SPACES PLUS 1 PER 50 SQUARE METRES OF GROSS FLOOR AREA = 117 SQM = 8 SPACES
- WAREHOUSE USE - 1 PER 185 SQUARE METRE (1,991.3 SQ. FEET) OF GROSS FLOOR AREA = 5458 SQM = 30 SPACES
- ADA WOULD REQUIRE 3 BARRIER FREE SPACES.

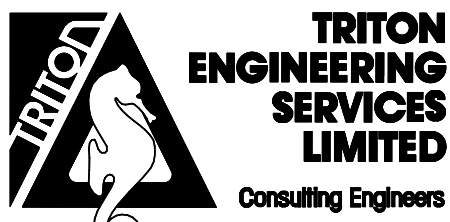
ZONING REQUIREMENTS		
M1 ZONE	REQUIRED	PROVIDED
MINIMUM LOT FRONTAGE	30.0 m (IDA ST.)	178.2 m
MINIMUM LOT AREA	1860 sq. m	112036 sq. m
MAXIMUM LOT COVERAGE	50%	5%
MINIMUM FRONT YARD	15.0 m (IDA ST.)	149.3 m
MINIMUM INTERIOR SIDE YARD	7.5 m (NORTH BOUNDARY)	268.5 m
MINIMUM EXTERIOR SIDE YARD	11.0 m (ECO PARKWAY)	76.0 m
MINIMUM REAR YARD	7.5 m (WEST BOUNDARY)	122.8 m
MAXIMUM HEIGHT	11.0 m	11.0 m
PARKING SPACES	38	100(3 BARRIER FREE)
LOADING SPACES	3	12

LEGEND:

- 125mm CONCRETE, 150mm GRAN "A", 450mm GRAN "B"
- PROPOSED FUTURE BUILDING
- SNOW STORAGE
- NEW BUILDING
- NEW CONCRETE PAD
- CLEAR STONE
- LANDSCAPED AREA
- PATIO AREA
- PROPERTY LINE
- MAIN ENTRANCE DOOR (BARRIER FREE (B.F.) ACCESSIBLE)
- EXIT MAN DOOR
- O/H DRIVE-IN DOOR
- O/H LOADING DOCK DOOR
- NEW LIGHT STANDARD
- WALL MOUNTED LUMINAIRE



Drawing #1 Dated March 2, 2022



SCALE:
H:1:1000 H:1:2000
V:1:50 V:1:100
(8'x4") (17'x11")
UNLESS OTHERWISE SHOWN

DRAWING NUMBER **SP-01**

PROJECT No
A4181A
DESIGNED BY: M.R.K.
CHECKED BY: P.F.Z.
APPROVED BY: R.D.K.
DATE: FEBRUARY 2022

ICE RIVER SUSTAINABLE SOLUTIONS
485387 30 SIDEROAD,
SHELBURNE ONTARIO, L9V 3N5
**SITE PLAN
(PHASE 1)**

CONSTRUCTION OF PROPOSED
INDUSTRIAL FACILITY
ECO PARKWAY, DUNDALK ON, NOC 1B0
(TOWNSHIP OF SOUTHGATE)



No	DATE	REVISION	INITIAL
1	2022/02/18	ISSUED FOR SITE PLAN APPROVAL	P.F.Z.

DISCLAIMERS:
1. ALL EXISTING ELEVATIONS & DIMENSIONS TO BE CONFIRMED ON SITE. THE LOCATION OF UTILITIES IS APPROXIMATE ONLY AND SHOULD BE DETERMINED BY CONSULTING THE MUNICIPAL AUTHORITIES AND UTILITY COMPANIES CONCERNED. THE CONTRACTOR SHALL PROVE THE LOCATION OF UTILITIES AND SHALL BE RESPONSIBLE FOR ADEQUATE PROTECTION AGAINST DAMAGE.

ARCH full bleed D (36.00 x 24.00 inches)

SCHEDULE				
PART	LOT	CONCESSION	PIN	AREA
1				0.203 Ha
2	PART OF LOT 236			0.026 Ha
3				0.005 Ha
4		CONCESSION 2 SWTSR	PART OF PIN 37268 - 1075	0.370 Ha
5	PART OF LOTS 235 AND 236			4.455 Ha
6				11.008 Ha

PARTS 1, 2 AND 3 SUBJECT TO EASEMENT AS IN INSTRUMENT No. GY70526
PARTS 4 AND 5 SUBJECT TO EASEMENT AS IN EXPROPRIATION PLAN No. GS75655E

PLAN 16R-11609

Received and deposited

October 27th, 2021

Vanessa Williams

Representative for the
Land Registrar for the
Land Titles Division of
Grey (No.16)

PLAN OF SURVEY OF
PART OF LOTS 235 AND 236
CONCESSION 2 SOUTH WEST OF THE
TORONTO AND SYDENHAM ROAD
GEOGRAPHIC TOWNSHIP OF PROTON
TOWNSHIP OF SOUTHGATE
COUNTY OF GREY

SCALE 1:750
VAN HARTEN SURVEYING INC.

THE INTENDED PLOT SIZE OF THIS PLAN IS 1220 mm
IN WIDTH BY 914 mm IN HEIGHT WHEN PLOTTED AT
A SCALE OF 1:750

LEGEND:

- DENOTES SURVEY MONUMENT SET
- DENOTES SURVEY MONUMENT FOUND
- SB DENOTES 0.05 X 0.05 X 1.20 STANDARD IRON BAR
- IB DENOTES 0.05 X 0.05 X 0.60 IRON BAR
- SSB DENOTES 0.05 X 0.05 X 0.60 SHORT STANDARD IRON BAR
- RP DENOTES 0.05 DIA. X 0.07 ROUND IRON BAR WITH STAMPED WASHER
- PS DENOTES 0.05 X 0.05 X 0.60 PLASTIC BAR
- CC DENOTES CUT CROSS
- WIT DENOTES WITNESS
- OU DENOTES ORIGIN UNKNOWN
- VH DENOTES VAN HARTEN SURVEYING INC., O.L.S.'S
- P1 DENOTES PLAN 16R-9654
- P2 DENOTES PLAN 16R-10235
- P3 DENOTES PLAN 16R-9305
- P4 DENOTES PLAN 16R-9654
- 1251 DENOTES A.R. WILSON, O.L.S.
- 1211 DENOTES P.J. WILLIAMS, O.L.S.
- 1253 DENOTES D.J. CALLEN, O.L.S.
- SOP DENOTES SET ON PRODUCTION

BEARING AND COORDINATE NOTE:

- BEARINGS ARE GRID BEARINGS AND ARE DERIVED FROM GPS OBSERVATIONS AND ARE REFERRED TO THE UTM PROJECTION, ZONE 17, NAD 83 (CSRS-2010) ADJUSTMENT.
- DISTANCES SHOWN ON THIS PLAN ARE ADJUSTED GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY AN AVERAGED COMBINED SCALE FACTOR OF 0.9996.
- COORDINATES ON THIS PLAN ARE UTM, ZONE 17, NAD83 (CSRS-2010) ADJUSTMENT AND ARE BASED ON GPS OBSERVATIONS FROM A NETWORK OF PERMANENT GPS REFERENCE STATIONS.

UTM COORDINATES (METRES)		
POINT ID	NORTHING	EASTING
A	4889160.52	548093.38
B	4889177.91	548618.75
C	4889082.02	548077.82

THESE COORDINATE VALUES COMPLY WITH SECTION 14(2) OF REG. 216/10. THESE COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH THE CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

BEARING COMPARISONS:

FOR THE PURPOSES OF BEARING COMPARISONS, PREVIOUS SURVEYS HAVE BEEN NOTATED TO UTM BEARINGS BY THE ANGLES SHOWN BELOW.

PLAN	ROTATION FOR NORTHEAST BEARINGS
P1	0°11'50"
P2	0°02'50"
P3, P4	0°28'35"

METRIC:
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

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.
- THIS SURVEY WAS COMPLETED ON THE 8TH OF OCTOBER, 2021.

DATE: OCTOBER 8, 2021.

MATT DE JAGER
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN
SUBMISSION FORM NUMBER 2176766

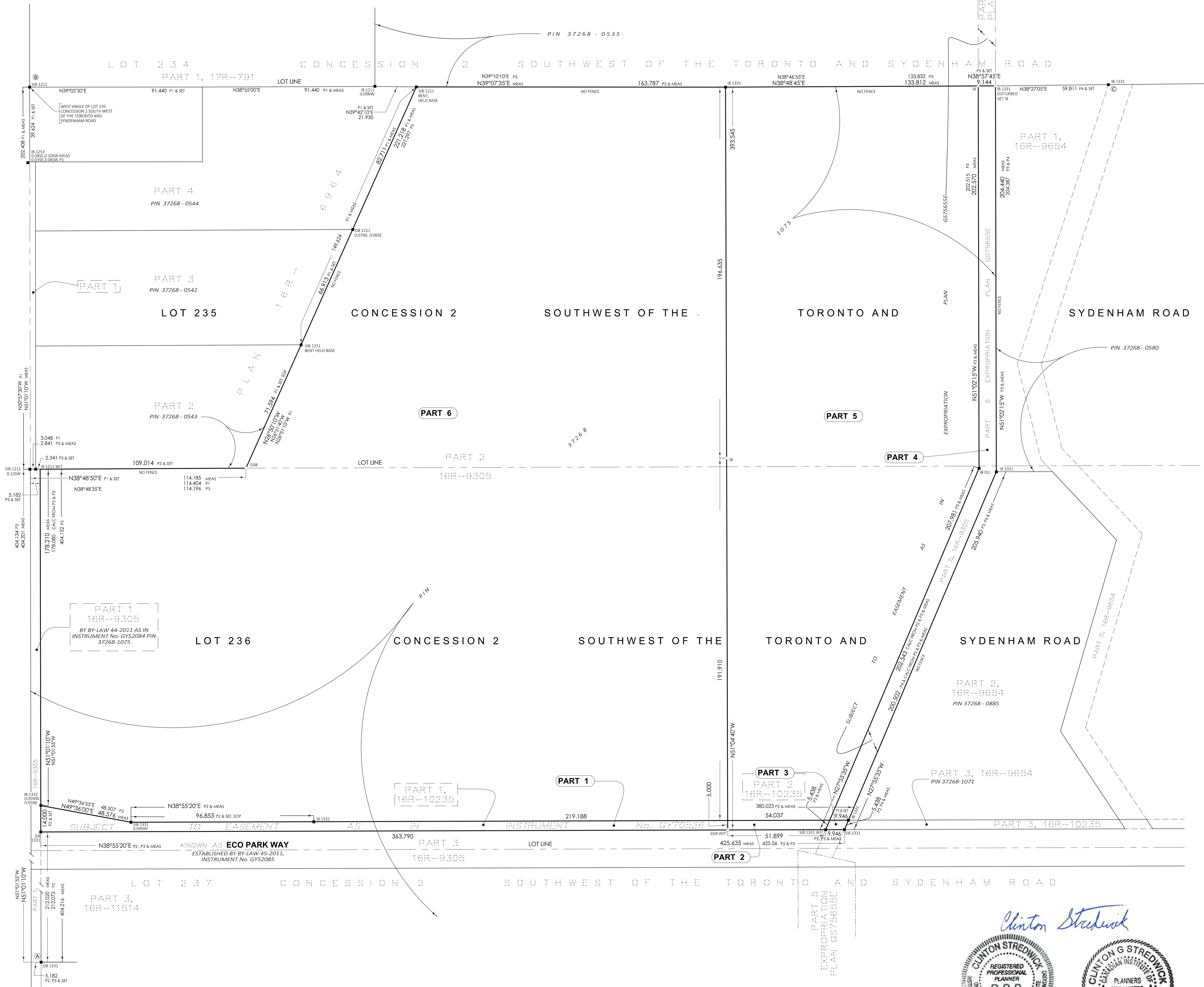
Van Harten
LAND SURVEYORS AND ENGINEERS

Kitchener/Waterloo Ph: 519-742-8371 Guelph Ph: 519-821-2763 Orangeville Ph: 519-940-4110

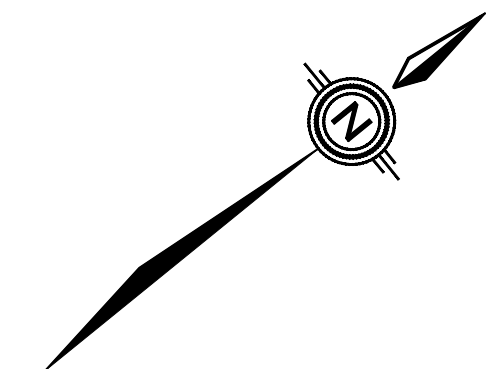
www.vanharten.com info@vanharten.com

DRAWN BY: MDI CHECKED BY: MDI PROJECT NO.: 30155-21
DATE: 2021-11-04 PM
L:\ProtonCon 2 SWTSR\ACAD\RPL\TS235-240\SOUTHGATE\01055-21\UTM 2010.mxd

ORIGINAL ROAD ALLOWANCE BETWEEN CONCESSIONS 2 AND 3 SWTSR
KNOWN LOCALLY AS SOUTHEASTER SIDEROAD No. 75 ALSO KNOWN AS IDA STREET



Drawing #2 Dated March 2, 2022



Drawing #3 Dated March 2, 2022

GENERAL NOTES

1. TOPOGRAPHIC SURVEY INFORMATION PROVIDED BY WILSON FORD, 2017.
2. LEGAL SURVEY INFORMATION PROVIDED BY VAN HARTEN, NOVEMBER 22, 2021.
3. OVERALL SITE LAYOUT/CONFIGURATION PROVIDED BY ICE RIVER SUSTAINABLE SOLUTIONS, RECEIVED JANUARY 21, 2022.
4. ALL DIMENSIONS, ELEVATIONS, AND INVERTS TO BE VERIFIED PRIOR TO CONSTRUCTION COMMENCEMENT.
5. ALL CONSTRUCTION AND MATERIALS TO CONFORM TO TOWNSHIP, COUNTY AND PROVINCIAL STANDARDS.
6. MINIMUM 150mm OF IMPORTED TOPSOIL AND SOO SHALL BE PLACED WHERE HARD SURFACE IS NOT PROPOSED, SLOPES NOT TO EXCEED 3:1.
7. ALL PARKING LOT, TRUCK LOADING AND TRUCK YARD AREAS PAVEMENT DESIGN TO BE 800mm OF GRANULAR "B", 150mm OF GRANULAR "A", 75mm H.L. OR H.L. AND 50mm OF H.L. AS RECOMMENDED BY CMT GEOTECHNICAL INVESTIGATION "PHASE 1" CONSTRUCTION OF NEW FACILITY FOR ICE RIVER SUSTAINABLE SOLUTIONS ECO PARKWAY DUNDALK ONTARIO" CMT PROJECT 21-06181 DATED ON FEBRUARY 14, 2022. ALL BUILDING DOWNSPOUTS/ROOF LEADERS ARE TO BE ROUTED OVERLAND TO THE STORMWATER MANAGEMENT POND.
8. ALL SERVING SHALL BE CONSTRUCTED AND INSPECTED IN ACCORDANCE WITH THE MUNICIPALITY, ONTARIO BUILDING CODE, AND APPROPRIATE PROVINCIAL STANDARDS.
9. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A CONSTRUCTION SEQUENCING PLAN TO THE TOWNSHIP OF SOUTHGATE PRIOR TO CONSTRUCTION.
10. GAS, COMMUNICATIONS AND HYDRO SERVICES ARE TO BE CONFIRMED AT TIME OF CONSTRUCTION.
11. TOWNSHIP IS TO BE NOTIFIED IN ADVANCE OF ANY WORK BEING CONDUCTED WITHIN THE ROAD ALLOWANCE.
12. SEE LP-01 FOR LANDSCAPING DETAILS.

STORMWATER NOTES:

1. ALL 375mm^Ø STORM SEWER PIPE OR SMALLER TO BE PVC SDR 35 UNLESS SPECIFIED OTHERWISE. ALL 450mm^Ø STORM SEWER PIPE OR LARGER TO BE CONCRETE, CONFORMING TO CSA A581.1 STANDARDS.
2. ALL CULVERTS TO BE A MINIMUM 375mm^Ø HOPE BOSS 2000, 320 kPa STIFFNESS C/W ULTRA STAB 75 JOINT.
3. BEDDING FOR STORM SEWER PIPE AS PER OPSD 802.010, GRANULAR "A" BACKFILLED AND COMPACTED TO 95% S.P.D.
4. CATCH BASIN SHALL BE PRECAST CONCRETE AS PER OPSD 705.010 COMPLETE WITH FRAME AND GRATE AS PER OPSD 400.100.
5. MAINTENANCE HOLES SHALL BE PRECAST CONCRETE AS PER OPSD 701.010(200mm^Ø), 701.010(150mm^Ø) OR 701.010(400mm^Ø), COMPLETE WITH FRAME AND GRATE/COVER AS PER OPSD 400.110(GRATE) OR 401.010(COVER).
6. THE OWNER IS RESPONSIBLE TO ENSURE STORMWATER MANAGEMENT FEATURES ARE OPERATING AND ADEQUATELY MAINTAINED.
7. SEE SWM-01 FOR STORMWATER MANAGEMENT FACILITY PLAN AND OUTLET STRUCTURE DETAILS.
8. DOWNSPOUTS FOR BUILDINGS TO OUTLET AT GRADE DIRECTED TOWARDS STORMWATER MANAGEMENT FACILITY.

SANITARY NOTES:

1. ALL SANITARY SEWER PIPE TO BE PVC 200mm^Ø SDR 35 UNLESS SPECIFIED OTHERWISE.
2. CONNECTIONS FOR SANITARY SEWER TO BE KOR-_N-SEAL FOR MANHOLES AND PREFAB TEES FOR PVC PIPE.
3. BEDDING FOR SANITARY SEWER PIPE AS PER OPSD 802.010, GRANULAR "A" BACKFILLED AND COMPACTED TO 95% S.P.D.
4. MAINTENANCE HOLES SHALL BE PRECAST CONCRETE AS PER OPSD 705.010 COMPLETE WITH FRAME AND COVER AS PER OPSD 400.100.
5. MAINTENANCE HOLES SHALL BE PRECAST CONCRETE AS PER OPSD 701.010(200mm^Ø) COMPLETE WITH FRAME AND COVER AS PER OPSD 401.010(TEE "A").
6. MAINTENANCE HOLES SHALL BE BENCHES AS PER OPSD 701.021.

WATERMAIN NOTES:

1. WATERMAIN PIPE TO BE MIN. 150mm^Ø C900 PVC CLASS 235 (OR 18), B 137.3 AND TRACER WIRE OR APPROVED EQUIVALENT.
2. MINIMUM COVER FOR MAINS AND SERVICE TO BE 2.0.
3. BEDDING FOR WATERMAIN PIPE AS PER OPSD 802.010, GRANULAR "A" BACKFILLED AND COMPACTED TO 95% S.P.D.
4. VALVE AND BOX TO BE MUELLER RESILIENT WEDGE GATE VALVE AWWA OR APPROVED EQUIVALENT.
5. CONNECTION TO MUNICIPAL WATERMAIN TO BE REVIEWED AND APPROVED BY TOWNSHIP WATER DEPARTMENT.

LIGHTING NOTES:

1. WALL MOUNTED LUMINAIRES TO BE PLACED AS SHOWN ON DRAWING.
2. EMERGENCY EXIT LIGHTS TO BE PLACED ABOVE ALL MAIN DOORS ON BUILDING.
3. LIGHT STANDARDS TO BE PLACED AS SHOWN ON DRAWING, LUMINAIRES TO BE INSTALLED WITH HOUSE SIDE SHIELD.

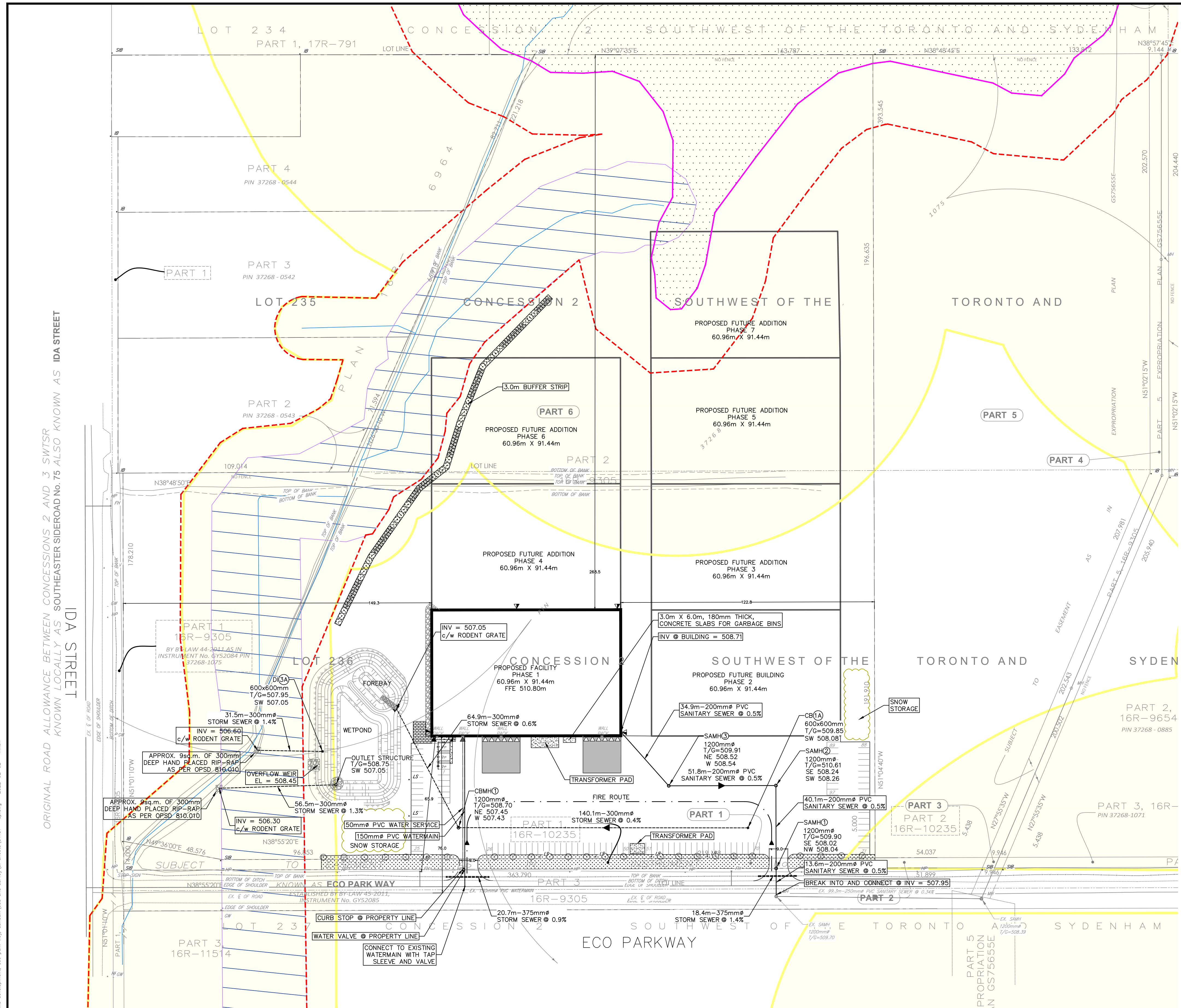
SITE PLAN INFORMATION:

1. LANDS ARE ZONED M1 AND EP.
2. SITE PLAN FOR FIRST PHASE ONLY - HOWEVER THE ATTACHED PLAN SHOWS PROPOSED FUTURE PHASES.
3. PARKING - (5.75 X 2.75)
4. INDUSTRIAL USE - 5 SPACES PLUS 1 PER 50 SQUARE METRES OF GROSS FLOOR AREA + 117 SQM = 8 SPACES
5. WAREHOUSE USE - 1 PER 185 SQUARE METRE (1,991.3 SQ. FEET) OF GROSS FLOOR AREA + 5456 SQM = 30 SPACES
6. ACDA WOULD REQUIRE 3 BARRIER FREE SPACES.

ZONING REQUIREMENTS		
M1 ZONE	REQUIRED	PROVIDED
MINIMUM LOT FRONTAGE	30.0 m (IDA ST.)	178.2 m
MINIMUM LOT AREA	1860 sq. m	112036 sq. m
MAXIMUM LOT COVERAGE	50%	5%
MINIMUM FRONT YARD	15.0 m (IDA ST.)	149.3 m
MINIMUM INTERIOR SIDE YARD	7.5 m (NORTH BOUNDARY)	268.5 m
MINIMUM EXTERIOR SIDE YARD	11.0 m (ECO PARKWAY)	76.0 m
MINIMUM REAR YARD	7.5 m (WEST BOUNDARY)	122.8 m
MAXIMUM HEIGHT	11.0 m	11.0 m
PARKING SPACES	38	100(3 BARRIER FREE)
LOADING SPACES	3	12

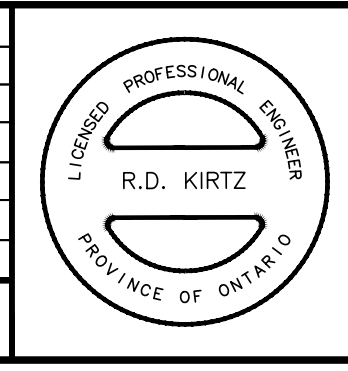
LEGEND:

- 125mm CONCRETE, 150mm GRAN "A", 450mm GRAN "B"
- REGULATED WATERCOURSE (GRCA)
- ESTIMATED GRCA SETBACK (30.0m FROM WETLAND, 15.0m FROM TOP OF BANK)
- PROPOSED BUILDING
- ESTIMATED FLOODPLAIN (GRCA)
- REGULATION LIMIT (GRCA)
- SNOW STORAGE
- NEW BUILDING
- WETLAND (SURVEYED BY NSRI REVIEWED BY GRCA)
- NEW CONCRETE PAD
- CLEAR STONE
- LANDSCAPED AREA
- PATIO AREA
- PROPERTY LINE
- MAIN ENTRANCE DOOR (BARRIER FREE (B.F.) ACCESSIBLE)
- EXIT MAN DOOR
- O/H DRIVE-IN DOOR
- O/H LOADING DOCK DOOR
- NEW LIGHT STANDARD
- WALL MOUNTED LUMINAIRES



DISCLAIMERS:
1. ALL EXISTING ELEVATIONS & DIMENSIONS TO BE CONFIRMED ON SITE. THE LOCATION OF UTILITIES IS APPROXIMATE ONLY AND SHOULD BE DETERMINED BY CONSULTING THE MUNICIPAL AUTHORITIES AND UTILITY COMPANIES CONCERNED. THE CONTRACTOR SHALL PROVE THE LOCATION OF UTILITIES AND SHALL BE RESPONSIBLE FOR ADEQUATE PROTECTION AGAINST DAMAGES.

No	DATE	REVISION	INITIAL
1	2022/02/17	ISSUED FOR SITE PLAN APPROVAL	P.F.Z.



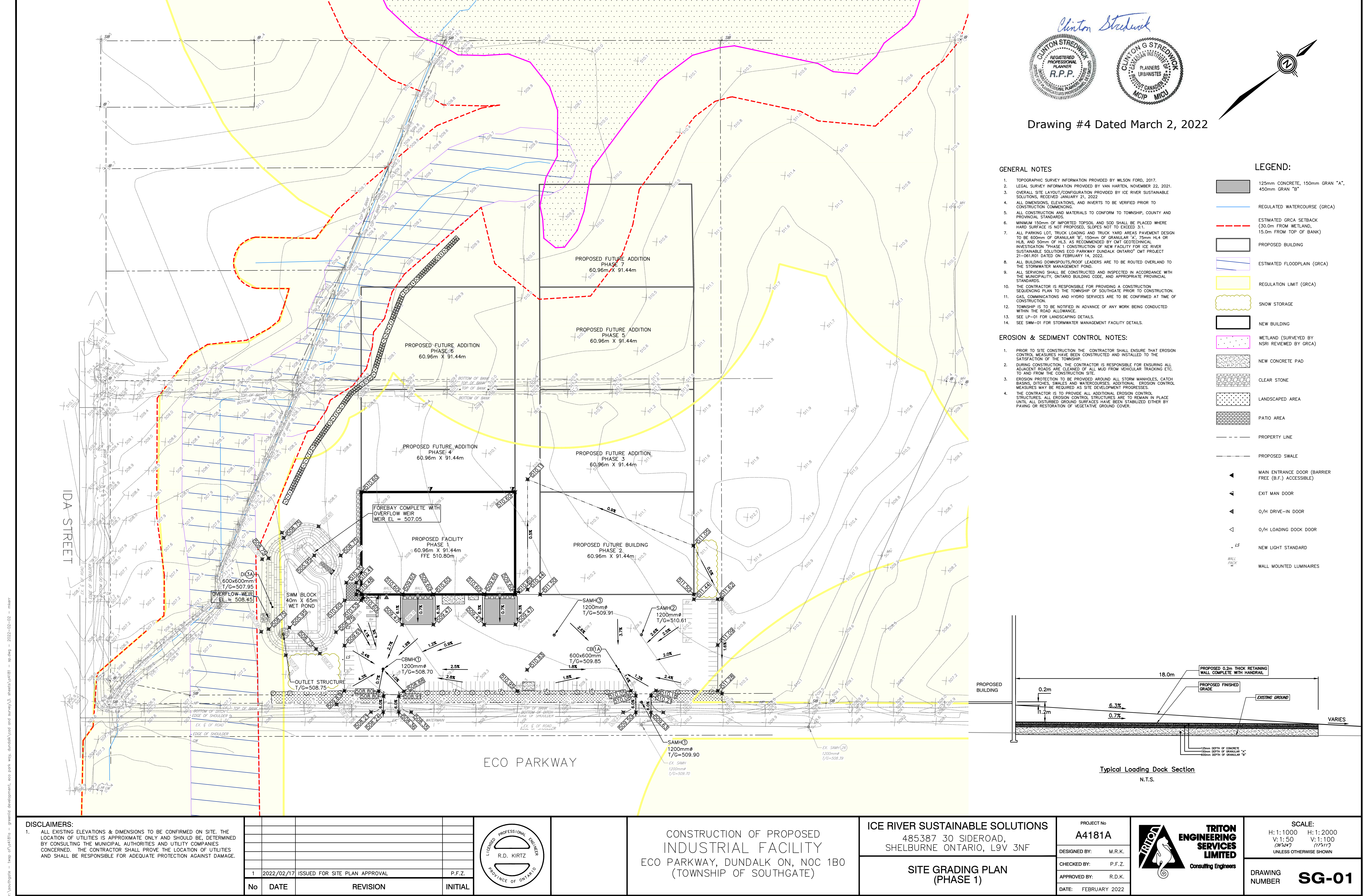
CONSTRUCTION OF PROPOSED INDUSTRIAL FACILITY
ECO PARKWAY, DUNDALK ON, NOC 1B0
(TOWNSHIP OF SOUTHGATE)

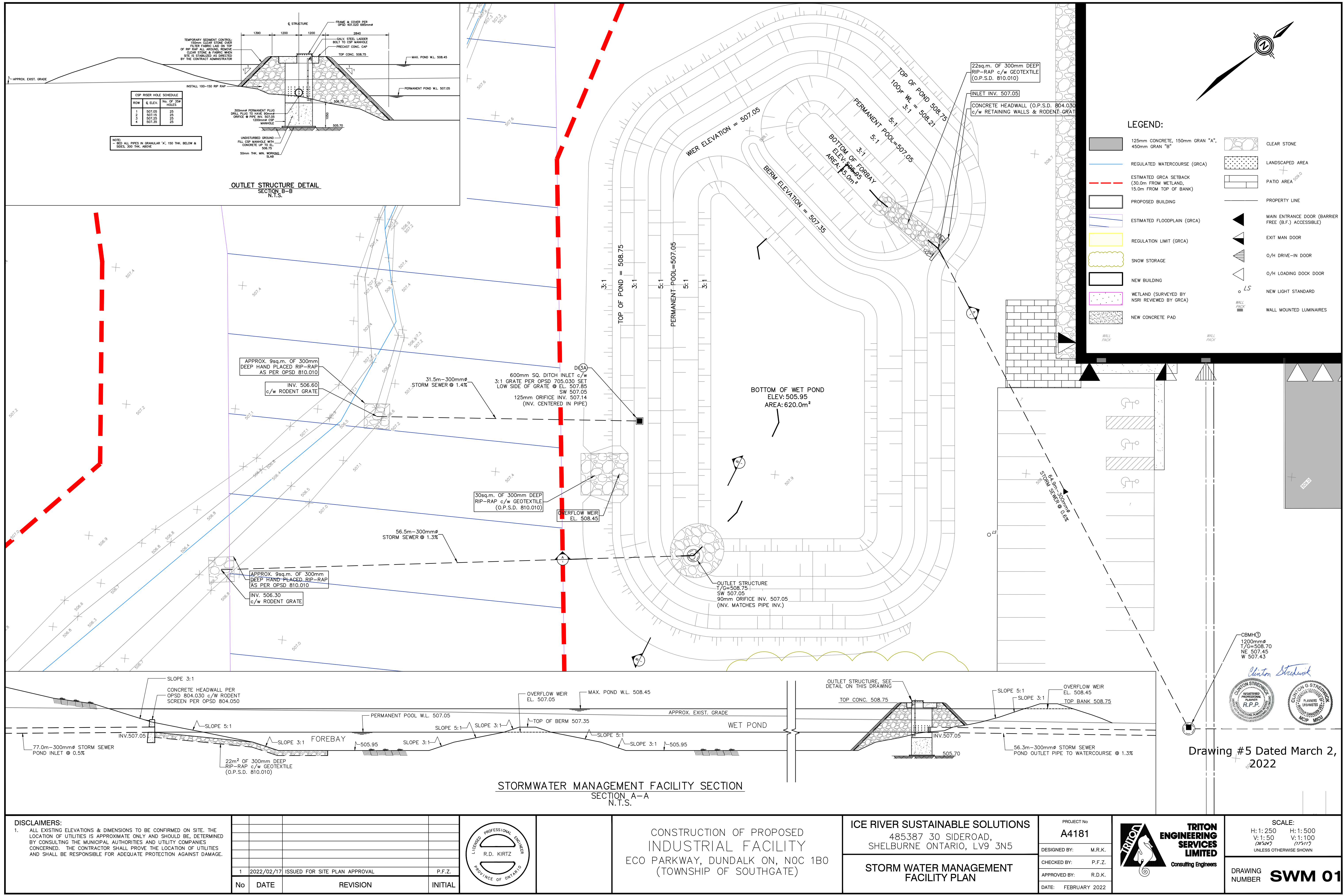
ICE RIVER SUSTAINABLE SOLUTIONS
485387 30 SIDEROAD,
SHELburne ONTARIO, L9V 3N5
**SITE SERVICING PLAN
(PHASE 1)**

PROJECT No
A4181A
DESIGNED BY: M.R.K.
CHECKED BY: P.F.Z.
APPROVED BY: R.D.K.
DATE: FEBRUARY 2022



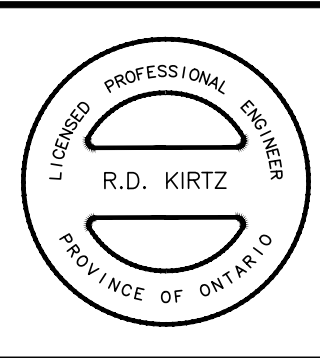
SCALE:
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V:1:50 V:1:100
(8'x24") (17'x117")
UNLESS OTHERWISE SHOWN
DRAWING NUMBER SS-01





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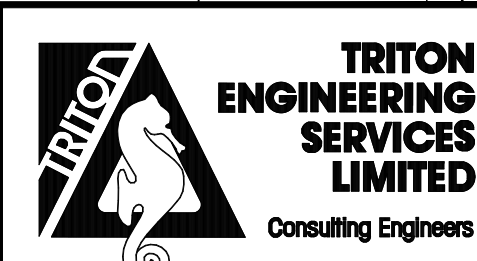
No	DATE	REVISION	INITIAL
1	2022/02/17	ISSUED FOR SITE PLAN APPROVAL	P.F.Z.



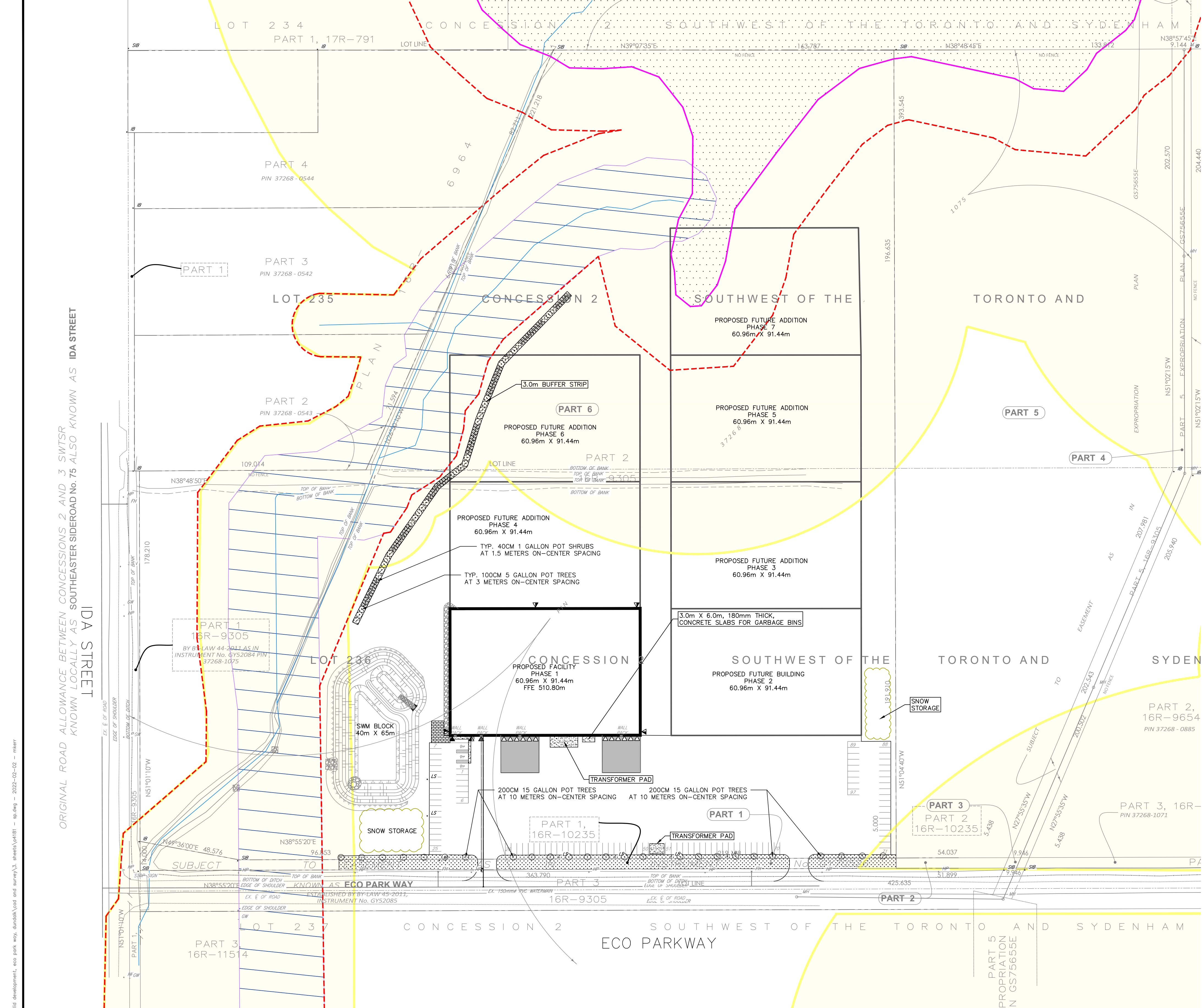
CONSTRUCTION OF PROPOSED
INDUSTRIAL FACILITY
ECO PARKWAY, DUNDALK ON, NOC 1B0
(TOWNSHIP OF SOUTHGATE)

ICE RIVER SUSTAINABLE SOLUTIONS
485387 30 SIDEROAD,
SHELburne ONTARIO, LV9 3N5
STORM WATER MANAGEMENT
FACILITY PLAN

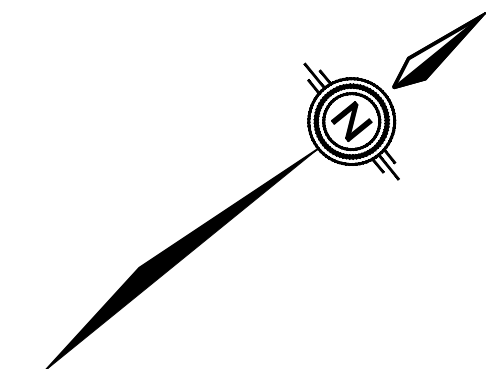
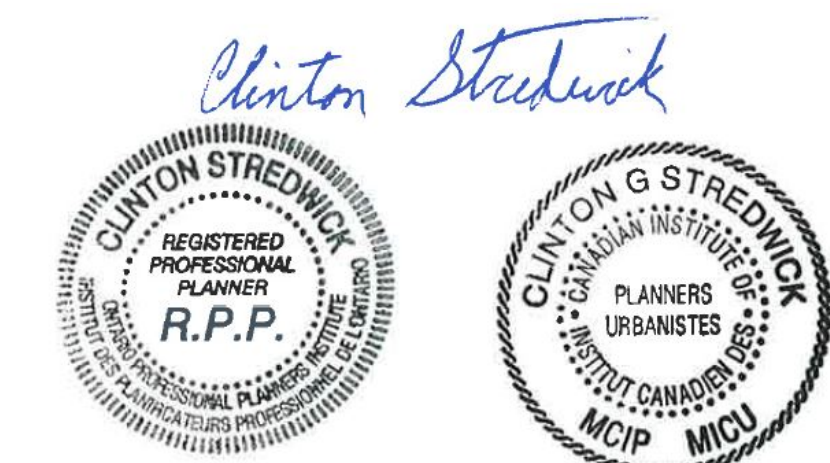
PROJECT No	A4181
DESIGNED BY:	M.R.K.
CHECKED BY:	P.F.Z.
APPROVED BY:	R.D.K.
DATE:	FEBRUARY 2022



SCALE: H:1:250 V:1:50 (86'x47') UNLESS OTHERWISE SHOWN	DRAWING NUMBER SWM 01
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ARCH full bleed D (36.00 x 24.00 inches)



Drawing #6 Dated March 2, 2022

GENERAL NOTES

1. TOPOGRAPHIC SURVEY INFORMATION PROVIDED BY WILSON FORD, 2017.
2. LEGAL SURVEY INFORMATION PROVIDED BY VAN HARTEN, NOVEMBER 22, 2021.
3. OVERALL SITE LAYOUT/CONFIGURATION PROVIDED BY ICE RIVER SUSTAINABLE SOLUTIONS, RECEIVED JANUARY 21, 2022.
4. ALL DIMENSIONS, ELEVATIONS, AND INVERTS TO BE VERIFIED PRIOR TO CONSTRUCTION COMMENCING.
5. ALL CONSTRUCTION AND MATERIALS TO CONFORM TO TOWNSHIP, COUNTY AND PROVINCIAL STANDARDS.
6. MINIMUM 150mm OF IMPORTED TOPSOIL AND SOD SHALL BE PLACED WHERE HARD SURFACE IS NOT PROPOSED, SLOPES NOT TO EXCEED 3:1.
7. GAS, COMMUNICATIONS AND HYDRO SERVICES ARE TO BE CONFIRMED AT TIME OF CONSTRUCTION.
8. TOWNSHIP IS TO BE NOTIFIED IN ADVANCE OF ANY WORK BEING CONDUCTED WITHIN THE ROAD ALLOWANCE.
9. LANDSCAPING PLAN DETAILS PROVIDED BY ABOUD & ASSOCIATES, FEBRUARY 15, 2022.

LEGEND:

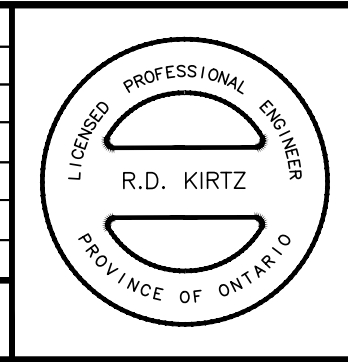
- 125mm CONCRETE, 150mm GRAN "A", 450mm GRAN "B"
- REGULATED WATERCOURSE (GRCA)
- ESTIMATED GRCA SETBACK (30.0m FROM WETLAND, 15.0m FROM TOP OF BANK)
- PROPOSED BUILDING
- ESTIMATED FLOODPLAIN (GRCA)
- REGULATION LIMIT (GRCA)
- SNOW STORAGE
- NEW BUILDING
- WETLAND (SURVEYED BY NSRI REVIEWED BY GRCA)
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- CLEAR STONE
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- PATIO AREA
- PROPERTY LINE
- MAIN ENTRANCE DOOR (BARRIER FREE (B.F.) ACCESSIBLE)
- EXIT MAN DOOR
- O/H DRIVE-IN DOOR
- O/H LOADING DOCK DOOR
- NEW LIGHT STANDARD
- WALL MOUNTED LUMINAIRES

PLANT LIST

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE	REMARKS
TREES						
AS	5	ACER SACCHARINUM	SILVER MAPLE	1000M HEIGHT	5 GALLON POT	3.0M ON-CENTER SPACING
AU	5	ACER SACCHARUM	SUGAR MAPLE	2000M HEIGHT	15 GALLON POT	10M ON-CENTER SPACING
AL	5	ALNUS RUOGSA	SPECKLED ALDER	1000M HEIGHT	5 GALLON POT	3.0M ON-CENTER SPACING
AR	5	ACER RUBRUM	RED MAPLE	1000M HEIGHT	5 GALLON POT	3.0M ON-CENTER SPACING
CO	5	CELTIS OCCIDENTALIS	COMMON HACKBERRY	2000M HEIGHT	15 GALLON POT	10M ON-CENTER SPACING
PG	5	PICEA GLAUCA	WHITE SPRUCE	1000M HEIGHT	5 GALLON POT	3.0M ON-CENTER SPACING
PT	5	POPULUS TREMULOIDES	TREMBLING ASPEN	1000M HEIGHT	5 GALLON POT	3.0M ON-CENTER SPACING
QM	5	QUERCUS MACROCARPA	BUR OAK	2000M HEIGHT	15 GALLON POT	10M ON-CENTER SPACING
QR	5	QUERCUS RUBRA	RED OAK	2000M HEIGHT	15 GALLON POT	10M ON-CENTER SPACING
TA	5	TILIA AMERICANA	BASSWOOD	2000M HEIGHT	15 GALLON POT	10M ON-CENTER SPACING
TD	6	THUJA OCCIDENTALIS	EASTERN WHITE CEDAR	1000M HEIGHT	5 GALLON POT	3.0M ON-CENTER SPACING
	56	TOTAL TREES				
SHRUBS						
AM	20	ARONIA MELANOCARPA	BLACK CHOKEBERRY	400M HEIGHT	1 GALLON POT	1.5M ON-CENTER SPACING
CR	20	CORNUS RACEMOSA	GREY DOGWOOD	400M HEIGHT	1 GALLON POT	1.5M ON-CENTER SPACING
CS	20	CORNUS STOLONIFERA	RED-OSIER DOGWOOD	400M HEIGHT	1 GALLON POT	1.5M ON-CENTER SPACING
RT	32	RHUS TYPHINA	STAGHORN SUMAC	400M HEIGHT	1 GALLON POT	1.5M ON-CENTER SPACING
PO	20	SAMBUCUS CANADENSIS	COMMON ELDERBERRY	400M HEIGHT	1 GALLON POT	1.5M ON-CENTER SPACING
VL	20	VIBURNUM LENTAGO	NANNYBERRY	400M HEIGHT	1 GALLON POT	1.5M ON-CENTER SPACING
	132	TOTAL SHRUBS				

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No	DATE	REVISION	INITIAL
1	2022/02/17	ISSUED FOR SITE PLAN APPROVAL	P.F.Z.



CONSTRUCTION OF PROPOSED INDUSTRIAL FACILITY
ECO PARKWAY, DUNDALK ON, NOC 1B0
(TOWNSHIP OF SOUTHWATE)

ICE RIVER SUSTAINABLE SOLUTIONS
485387 30 SIDEROAD,
SHELBURNE ONTARIO, L9V 3N5

LANDSCAPE PLAN
(PHASE 1)

PROJECT No
A4181A
DESIGNED BY: M.R.K.
CHECKED BY: P.F.Z.
APPROVED BY: R.D.K.
DATE: FEBRUARY 2022



SCALE:
H:1:1000 H:1:2000
V:1:50 V:1:100
(8'x4") (17'x11")
UNLESS OTHERWISE SHOWN

DRAWING NUMBER
LP-01



Certificate of Design and Manufacturing Conformance

This Certificate is to affirm that all components of the steel building system described below, to be supplied by the named Manufacturer certified in accordance with CSA A660, have been or will be designed and fabricated in accordance with the following Standards to carry the loads and load combinations specified.

1. DESCRIPTION

Manufacturer's Name and Address: **Steelway Building Systems, Springwater Rd., Aylmer, ON, Canada**

Manufacturer's Certificate No. under CSA A660: **STEEL0**

Customer Order Number: **76198**

Building Type and Size: **Allsteel [300'-0"Wx200'-0"Lx32'-0"/32'-0"H]** (ft)

Intended Use and Occupancy: **Industrial**

Importance Category (OBC, Sentence 4.1.2.1.(3)): **II - Normal**

Site Location: **Dundalk, Ontario, Canada**

Applicable Building Code: **OBC 2012-88/19**

Builder's Name and Address: **Global Steel Buildings Canada, 95 Mural Street, 6th Floor, Richmond Hill, Ontario**

Owner's Name and Address: **Green Lid Dundalk, Dundalk, Ontario**

2. DESIGN STANDARDS

Ontario Building Code, 2012-88/19, Part 4: Structural Design

CAN/CSA-S16-14, Limit States Design of Steel Structures

CAN/CSA-S136-16, North American Specification for the Design of Cold-Formed Steel Structural Members

Other (specify):

3. MANUFACTURING STANDARDS

(a) Fabrication has been or will be in accordance with CAN/CSA-S16 and CAN/CSA-S136, as applicable.

(b) Welding has been or will be performed in accordance with CSA W59 and CAN/CSA-S136, as applicable.

(c) The Manufacturer has been certified in accordance with CSA W47.1, for Division 1 or Division 2, and/or CSA W55.3, if applicable.

(d) Welders have been qualified in accordance with CSA-W47.1.

4. PURLIN STABILITY

Purlin braces are provided in accordance with CAN/CSA-S136, Clause D3 and Appendix B, Clause D3.2.2. In particular, for a standing seam roof supported on movable clips, braces providing lateral support to both top and bottom purlin flange have been or will be provided. The number of rows is determined by analysis but in no case is less than 1 for spans up to 7m inclusive or less than 2 for spans greater than 7m.

5. LOADS

(a) Snow, Ice, and Rain Load

1-in-50 year ground snow load, S_s, **3.2** (kPa)

1-in-50 year associated rain load, S_r, **0.4** (kPa)

Wind exposure factor, C_w, **1.00**

Importance factor, I_s, **1.00**

Roof snow load, S, **3.19** (kPa)

Drift load considered (*OBC* Sub-section 4.1.6.2.8) refer to drawing of specific building

Specified rain load (*OBC*, Article 4.1.6.4) **108** (mm).

(b) Full and Partial Snow Load

(i) Applied on any one and any two adjacent spans of continuous purlins

(ii) Applied on any one and any two adjacent spans of modular rigid frames with continuous roof beams

(iii) Applied as described for the building geometry in *OBC*, Part 4, and in the User's Guide - NBC 2015 Structural Commentaries (Part 4), *Commentary G: Snow Loads*

(c) Wind Load

1-in-50 year reference velocity pressure **0.42** (kPa)

Importance factor, I_w, **1.00**

Wind Topographic factor, C_t, **1.0**

(d) Wind Load Application

(i) Applied as per *OBC*, Part 4, Section 4.1.7

(ii) Pressure coefficients as per User's Guide – *NBC* 2015 Structural Commentaries (Part 4 of Division B), *Commentary I: Wind Loads*, Figures 4.1.7.6 A-H, A-4.1.7.5

(iii) Building internal pressure Category **3** per User's Guide – *NBC* 2015 Structural Commentaries (Part 4 of Division B), *Commentary I: Wind Loads*

(e) Crane Loads (where applicable)

Type: (top running)(under-running)(jib)

Capacity: (tonnes)

Wheel base: (m)

Maximum static, vertical wheel load: (kN)

Vertical impact factor: %

Lateral factor: % Lateral wheel load: (kN)

Longitudinal factor: % Maximum longitudinal load: (kN/side)

(f) Mezzanine Live Load: (kPa)

(g) Seismic Load:

(Applied as per *OBC*, Part 4, Sub-section 4.1.8 S_a(0.2) **0.097**, S_a (0.5) **0.069**, S_a (1.0) **0.043**, S_a (2.0) **0.022**, S_a (5.0) **0.0056** , S_a(10.0) **0.0024** , F_a **1.24**, F_v **1.55**, I_E **1.00**

(h) Other Live Loads

(Specify):(kPa)

(i) Dead Loads

Dead load of building components is incorporated in the design

Collateral load (mechanical, electrical, ceiling, sprinklers, etc.): **0.24** (kPa)

Mezzanine: (kPa)

Other (specify): ()

(j) Load Combinations

Applied in accordance with *OBC*, Part 4, Section 4.1.

6. GENERAL REVIEW DURING CONSTRUCTION

The Manufacturer does not provide general review during construction for regulatory purposes.

7. CERTIFICATION BY ENGINEER

I **Chung Lee**, a Professional Engineer registered or licensed to practice in the Province or Territory of **Ontario**, hereby certify that I have reviewed the design and manufacturing process for the steel building system described. I certify that the foregoing statements, initialed by me, are true.

Engineer's Initials *

CL

CL

CL

CL

CL

CL

CL

CL

Name: **Chung Lee, P.Eng**

Title: **Scheduling & Quality Standards Leader**

Affiliation: **Steelway Building Systems**

Date: **Feb 09, 2022**

Clinton Stredwick

CLINTON G. STREDWICK

REGISTERED PROFESSIONAL PLANNER

R.P.P.

PROFESSIONAL PLANNING INSTITUTE OF CANADA

CLINTON G. STREDWICK

PLANNERS URBANISTES

INSTITUT CANADIEN D'URBANISME

MCIP MCPU

LICENSED PROFESSIONAL ENGINEER

C.B. LEE

90561507

2022 Feb 10

PROVINCE OF ONTARIO

* Initial each true statement. Mark N/A if statement does not apply.

76198 - Design Conformance Certificate (002).docx

Revised: January 23, 2020

Page 1 of 1

303

Drawing #7 Dated March 2, 2022

STEELWAY'S ENGINEER IS NOT A DESIGN PROFESSIONAL OR ENGINEER OF RECORD FOR THE CONSTRUCTION PROJECT. STEELWAY IS NOT RESPONSIBLE FOR THE DESIGN OF ANY COMPONENT OR MATERIALS NOT SOLD BY IT, OR THEIR INTERFACE AND CONNECTION WITH THE STEEL BUILDING SYSTEM, UNLESS SUCH DESIGN RESPONSIBILITY IS SPECIFICALLY REQUIRED BY THE CONTRACT DOCUMENTS. STEELWAY IS ONLY RESPONSIBLE FOR ENSURING THAT THE COMPONENTS SUPPLIED BY IT ARE DESIGNED IN ACCORDANCE WITH THE APPLICABLE BUILDING CODES AND OTHER CRITERIA, ALL AS SPECIFIED BY THE OWNER, THE PROFESSIONAL ENGINEER AND/OR ARCHITECT OF RECORD RETAINED BY THE OWNER, OR THE DESIGN-BUILDER, THE DESIGNER (OF THE STRUCTURE) WHETHER DESIGN-BUILDER, ARCHITECT AND/OR PROFESSIONAL ENGINEER OF RECORD, IS RESPONSIBLE FOR SPECIFYING TO STEELWAY THE CODES AND STANDARDS TO GOVERN DESIGN, ALL DESIGN LOADS SUCH AS SNOW LOADS (INCLUDING COEFFICIENTS AND DRIFT CONDITIONS), WIND LOADS, COLLATERAL LOADS, SITE CONDITIONS FOR SEISMIC DESIGN, AND ANY OTHER SUPERIMPOSED LOADS WHICH THE STRUCTURE IS REQUIRED TO SUSTAIN. IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNLESS HE/SHE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER ANY ITEM ON THESE PLANS IN ANY WAY. IF ANY ITEM ON THESE PLANS IS ALTERED, THE ALTERING ENGINEER MUST AFFIX TO THE ITEM HIS/HER SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS/HER SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION. STEELWAY ASSUMES THAT ALL WINDOWS AND DOORS WILL BE DESIGNED TO WITHSTAND THE WIND LOADS SHOWN AND WILL REMAIN CLOSED DURING PERIODS OF SEVERE WINDS (THIS DOES NOT APPLY TO BUILDINGS DESIGNED AS CATEGORY 3).

FOR FURTHER CLARIFICATION OF DESIGN RESPONSIBILITY, REFER TO CSSBI B8-06 – BUILDINGS INCORPORATING STEEL BUILDING SYSTEMS: RESPONSIBILITIES OF THE PARTIES INVOLVED.

STEELWY BE IS NOT RESPONSIBLE FOR THE DESIGN, MATERIALS, AND WORKMANSHIP OF THE FOUNDATION. ANCHOR BOLT PLANS PREPARED BY STEELWY BE ARE INTENDED TO SHOW ONLY LOCATION, DIAMETER, AND PROJECTION OF ANCHOR RODS REQUIRED TO ATTACH THE STEEL BUILDING SYSTEM TO THE FOUNDATION. IT IS THE RESPONSIBILITY OF THE END CUSTOMER AND/OR THEIR DESIGN PROFESSIONAL TO ENSURE THAT ADEQUATE PROVISIONS ARE MADE FOR SPECIFYING BOLT SIZES, EMBEDMENT, BEARING ANGLES, TIE RODS, AND/OR OTHER ASSOCIATED ITEMS REQUIRED IN THE CONCRETE FOUNDATION. FOUNDATION DESIGN, INCLUDING AS FOUNDATION DESIGN FOR THE LOADS IMPOSED ON THE STEEL BUILDING SYSTEM, OTHER IMPOSED LOADS, AND THE BEARING CAPACITY OF THE SOIL AND OTHER CONDITIONS OF THE BUILDING SITE. STEELWY BE DOES NOT SPECIFY GROUT REQUIREMENTS – THIS IS THE RESPONSIBILITY OF THE FOUNDATION DESIGNER. THE CHART PROVIDED WITH THE ANCHOR PLANS/DETAILS IS INTENDED TO DEMONSTRATE THAT GROUT SHALL BE TAKEN INTO ACCOUNT WHEN DETERMINING ANCHOR BOLT PROJECTION, IT DOES NOT CONSTITUTE THE SPECIFICATION OF GROUT BY THE STEELWY ENGINEER.

UNLESS OTHERWISE SPECIFIED THE CONTRACT DOCUMENTS, STEELWAY USES INDUSTRY STANDARD DEFLECTION LIMITS AS SPECIFIED IN CSSBI B15B-15. IN GENERAL, WE DO NOT USE THE RECOMMENDED LIMITS SPECIFIED IN ANNEX D OF CSA S16, WHICH IS A NON-MANDATORY PART OF THIS STANDARD.

STEELWAY DOES NOT PERFORM GENERAL REVIEW OF CONSTRUCTION (SITE INSPECTIONS) FOR COMPONENTS SUPPLIED BY IT. THIS RESPONSIBILITY IS EXPLICITLY EXCLUDED FROM STEELWAY'S SCOPE OF WORK, UNLESS SPECIFIED IN THE CONTRACT DOCUMENTS FOR AN AGREED FEE.

STEELWAY DOES NOT INVESTIGATE THE INFLUENCE OF THE STEEL BUILDING SYSTEM ON EXISTING BUILDINGS OR STRUCTURES. THE END CUSTOMER AND/OR THEIR DESIGN PROFESSIONAL MUST ENSURE THAT SUCH BUILDINGS AND STRUCTURES ARE ADEQUATE TO RESIST ADDITIONAL SNOW AND DRIFT LOADS OR OTHER CONDITIONS AS A RESULT OF THE PRESENCE OF THE STEEL BUILDING SYSTEM.

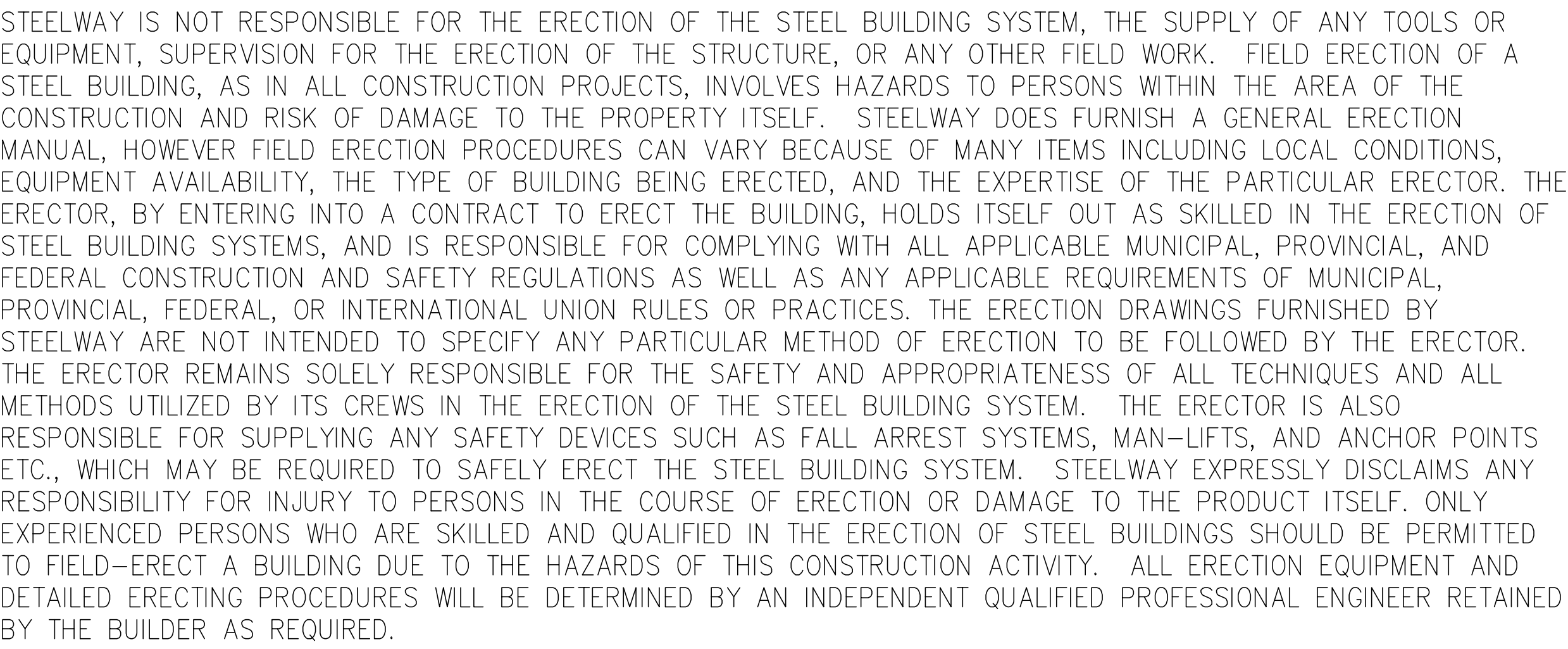
MEZZANINES, BLOCK WALLS, OR ANY OTHER COMPONENTS BY OTHERS THAT ARE IDENTIFIED AS INDEPENDENT OR SELF-SUPPORTING, MUST BE DESIGNED BY A PROFESSIONAL ENGINEER. THE ENGINEER MUST ENSURE THAT PROPER ISOLATION FROM THE STEELWAY BUILDING HAS BEEN PROVIDED TO AVOID STRUCTURAL DAMAGE DUE TO DIFFERENTIAL MOVEMENTS, OR INADVERTENTLY APPLYING LOADS TO THE STEELWAY STRUCTURE. STEELWAY ACCEPTS NO RESPONSIBILITY FOR THE DESIGN OF ANY INDEPENDENT/SELF-SUPPORTING COMPONENTS.

IT IS THE RESPONSIBILITY OF THE PROJECT DESIGN PROFESSIONAL AND BUILDER TO COMPLY WITH LOCAL FIRE CODE REGULATIONS INCLUDING CONSIDERATION OF, BUT NOT LIMITED TO, BUILDING USE AND OCCUPANCY, ALL BUILDING CONSTRUCTION MATERIALS, SEPARATION REQUIREMENTS, EGRESS REQUIREMENTS, FIRE PROTECTION SYSTEMS, ETC. THE BUILDER SHALL ADVISE STEELWAY OF ANY SPECIAL REQUIREMENTS TO BE FURNISHED BY STEELWAY.

STEELWAY RECOMMENDS THAT SNOW GUARDS BE USED FOR THE FULL BUILDING LENGTH ON ROOF SLOPES GREATER THAN OR EQUAL TO 3:12, ESPECIALLY ON ROOFS WITH GUTTERS. STEELWAY IS NOT RESPONSIBLE FOR DAMAGE TO GUTTERS AND ADJACENT PROPERTY OR INJURY CAUSED BY ICE/SNOW SLIDING OFF SLOPED METAL ROOFS. DESIGN AND SUPPLY OF SNOW GUARDS IS NOT BY STEELWAY.

STEELWAY DESIGNS ITS ROOF SYSTEMS TO MEET THE LOAD REQUIREMENTS DICTATED BY GOVERNING BUILDING CODES, INCLUDING APPLICABLE SNOW ACCUMULATION LOADING. HOWEVER, STEELWAY EXPRESSLY DISCLAIMS RESPONSIBILITY FOR WEATHER TIGHTNESS OR ROOF POINT LOADING ISSUES DUE TO ICE DAMS, WHICH MAY OCCUR DURING MELTING CONDITIONS. ICE DAMN FORMATION IS AFFECTED BY LOCAL CLIMATE, ROOF INSULATION PERFORMANCE, PURLIN SPACING, ROOF PANEL COLOUR, INTERIOR TEMPERATURE, EAVE OVERHANGS, PARAPET WALLS, AND SHADING OF ROOF AREAS. THESE FACTORS ARE RELATED TO THE OVERALL DESIGN CONCEPTS OF THE BUILDING AS SPECIFIED BY THE PROJECT ENGINEER OR ARCHITECT, AND/OR MAINTENANCE ISSUES WHICH ARE OUTSIDE STEELWAY'S CONTROL. IT IS ALSO RECOMMENDED TO INSTALL HEAT TRACE CABLES ON ROOF AREAS PRONE TO ICE DAMMING.

STEELWAY ISSUES PRELIMINARY DRAWINGS MARKED 'ISSUED FOR INFORMATION' FOR EACH PROJECT. INFORMATION PRESENTED ON PRELIMINARY DRAWINGS MAY DIFFER FROM DRAWINGS/DOCUMENTS PROVIDED BY OTHER FIRMS, AND ALSO FROM PREVIOUS STEELWAY DRAWINGS/DOCUMENTS. THE DEVIATIONS MAY BE DUE TO INTERPRETATIONS OF THE CONTRACT REQUIREMENTS, OR NECESSARY PROVISIONS FOR STRUCTURAL PERFORMANCE AND MANUFACTURING ABILITY. THE MOST RECENT SET OF DRAWINGS THAT IS SEALED BY A STEELWAY ENGINEER SHALL TAKE PRECEDENCE OVER ANY PREVIOUS DRAWINGS/DOCUMENTS. THE CUSTOMER SHALL PERFORM A THOROUGH REVIEW OF ALL ITEMS SHOWN ON EACH DRAWING SET RECEIVED, IN ORDER TO CONFIRM ADHERENCE TO THE CONTRACT REQUIREMENTS. APPROVAL IS REQUIRED IN ORDER TO PROCEED WITH MANUFACTURING. WHEN THE APPROVAL STAMP IS PRESENT, PLEASE SIGN AND DATE EACH DRAWING, AND CLEARLY INDICATE ANY CHANGES REQUIRED. FAILURE TO DO SO IN A TIMELY MANNER MAY RESULT IN PROJECT DELAYS. NOTE THAT CHANGES REQUESTED ON THE DRAWINGS ARE NOT BINDING UNLESS SUBSEQUENTLY ACKNOWLEDGED AND AGREED TO IN WRITING. APPROVAL OF STEELWAY DRAWINGS CONSTITUTES ACCEPTANCE OF OUR INTERPRETATION, AND FURTHER CONSTITUTES AGREEMENT THAT THE BUILDING AS SHOWN REPRESENTS THE TOTAL OF THE MATERIALS TO BE SUPPLIED. ANY CHANGE REQUESTS THAT OCCUR AFTER APPROVAL MAY RESULT IN ADDITIONAL COSTS AND DELAYS. BUILDER/CUSTOMER MUST SECURE ALL REQUIRED APPROVALS AND PERMITS FROM THE APPROPRIATE AGENCIES AS REQUIRED.



ERECTION TOLERANCES ARE THOSE SET FORTH IN THE "DESIGN OF STEEL STRUCTURES"
(CSA S16 LATEST EDITION).

THE ERECTOR SHALL FURNISH TEMPORARY GUYS AND BRACING WHERE NEEDED FOR SQUARING, PLUMBING, AND SECURING THE STRUCTURAL FRAMING AGAINST LOADS, SUCH AS WIND LOADS ACTING ON THE EXPOSED FRAMING, AS WELL AS LOADS DUE TO ERECTION EQUIPMENT AND OPERATION. THESE CONSTRUCTION LOADS CAN BE SIGNIFICANTLY HIGHER THAN LOADS WHICH WILL BE APPLIED ONCE THE BUILDING IS COMPLETELY ERECTED, AND ACCORDINGLY, BRACING FURNISHED BY STEELWAY FOR THE STEEL BUILDING SYSTEM CANNOT BE ASSUMED TO BE ADEQUATE DURING ERECTION. COLUMN BASEPLATES ARE TYPICALLY "PIN" CONNECTIONS, AND IT IS THEREFORE EXTREMELY DANGEROUS TO LEAVE ANY COLUMN AS "FREE STANDING" (NO LATERAL SUPPORT AT THE TOP) FOR ANY LENGTH OF TIME. SPECIAL CARE MUST BE TAKEN WHEN COLUMNS ARE GROUTED, AS THEY TEND TO BE UNSTABLE UNTIL THE GROUT IS IN PLACE. TEMPORARY SUPPORTS SUCH AS TEMPORARY GUYS, BRACING, FALSEWORK, CRIBBLING OR OTHER ELEMENTS REQUIRED FOR THE ERECTION OPERATION SHALL BE DETERMINED AND FURNISHED AND INSTALLED BY THE ERECTOR.

UNLESS OTHERWISE SPECIFIED, ALL HIGH STRENGTH (A325, A490) BOLTS MUST BE TIGHTENED BY THE "TURN-OF-NUT" METHOD AS SPECIFIED IN THE "INSTALLATION AND INSPECTION OF BOLTED JOINTS" CLAUSE OF CSA S16. TORQUE/TENSION RELATIONSHIPS ARE HIGHLY VARIABLE, AND TORQUE-BASED INSTALLATION IS NOT PERMITTED IN S16. IN JOINTS WHERE PRE-TENSIONING WOULD BE DETRIMENTAL, SUCH AS THOSE INTENDED TO BEHAVE AS SLOTTED CONNECTIONS, BOLTS SHALL BE TIGHTENED TO THE "TIGHTENING LOADS". ERECTOR MUST CAREFULLY REVIEW THE ERECTION DETAILS TO DETERMINE BOLT TIGHTENING REQUIREMENTS FOR EACH CONNECTION. ERECTOR IS RESPONSIBLE FOR BOLT INSPECTION, INCLUDING ENSURING THAT INSTALLATION AND INSPECTION PROCEDURES ARE COMPATIBLE PRIOR TO THE START OF ERECTION. THE LENGTH OF BOLTS SHALL BE SUCH THAT THE POINT OF THE BOLT WILL BE FLUSH WITH OR OUTSIDE THE FACE OF THE NUT WHEN COMPLETELY INSTALLED.

ALL FIELD WELDING SHALL BE DONE AT THE DIRECTION OF A DESIGN PROFESSIONAL, AND DONE IN ACCORDANCE WITH CWB REQUIREMENTS BY WELDERS QUALIFIED TO PERFORM THE APPLICABLE WELDING PROCEDURE. USE MINIMUM 70ksi ELECTRODES. FIELD INSPECTION IS NOT BY STEELWAY. WELDING PROCEDURES FOR WELDING OVER COATINGS SHALL BE DEVELOPED AND QUALIFIED IN ACCORDANCE WITH CSA W47.

THE BUILDER/CUSTOMER IS RESPONSIBLE FOR CONTACTING STEELWAY'S PROJECT MANAGEMENT TEAM TO ADVISE STEELWAY OF FABRICATION/DRAWING PROBLEMS AND CORRESPONDING FIELD CORRECTION COST ESTIMATES. STEELWAY WILL THEN BE RESPONSIBLE FOR PROVIDING THE BUILDER WITH WRITTEN APPROVAL TO PROCEED WITH APPROPRIATE FIELD CORRECTIONS. THIS WILL BE DONE IN A TIMELY MANNER. NOTE: IF THE BUILDER PROCEEDS WITH CORRECTIVE WORK WITHOUT STEELWAY'S APPROVAL, THEY ARE DOING SO AT THEIR OWN RISK AND COST. STEELWAY WILL ONLY BE RESPONSIBLE FOR CLAIMS WHERE THE BUILDER/CUSTOMER DOCUMENTS THE PROBLEM, ITS CORRECTION, AND REASONABLE COSTS FOR REPAIR AND SUBMITS SAME FOR PAYMENT WITHIN 15 DAYS OF THE OCCURRENCE.

IN THE CASE OF DISCREPANCIES BETWEEN STEELWAY'S DRAWINGS AND DETAILS VERSUS THE PLANS FOR OTHER TRADES, THE STEELWAY STEEL PLANS GOVERN (CISC CODE OF STANDARD PRACTICE). CUSTOMER APPROVAL OF STEELWAY DRAWINGS CONSTITUTES ACCEPTANCE OF STEELWAY'S INTERPRETATION OF THE PROJECT. THEREAFTER, ANY REVISIONS SHOULD BE COMMUNICATED BY MARKING UP STEELWAY'S DRAWINGS WITH THE APPROPRIATE CHANGES AND SENDING TO OUR PROJECT MANAGEMENT TEAM.

THE CORRECTION OF MINOR MISALIGNMENTS BY THE USE OF DRIFTPINS TO DRAW THE COMPONENTS INTO LINE, SHIMMING, MODERATE AMOUNTS OF REAMING, CHIPPING, WELDING, OR CUTTING AND THE REPLACEMENT OF MINOR SHORTAGES OF MATERIAL ARE A NORMAL PART OF ERECTION AND ARE NOT SUBJECT TO CLAIM. (CISC CODE OF STANDARD PRACTICE)

PLEASE REFER TO THE STEELWAY STANDARD TERMS AND CONDITIONS IN THE CONTRACT DOCUMENTS.

DESIGNATION EXAMPLES: 08Z16; where 08=section depth, Z=zee section, 16=16GA
10C12; where 10=section depth, C=cee section, 12=12GA

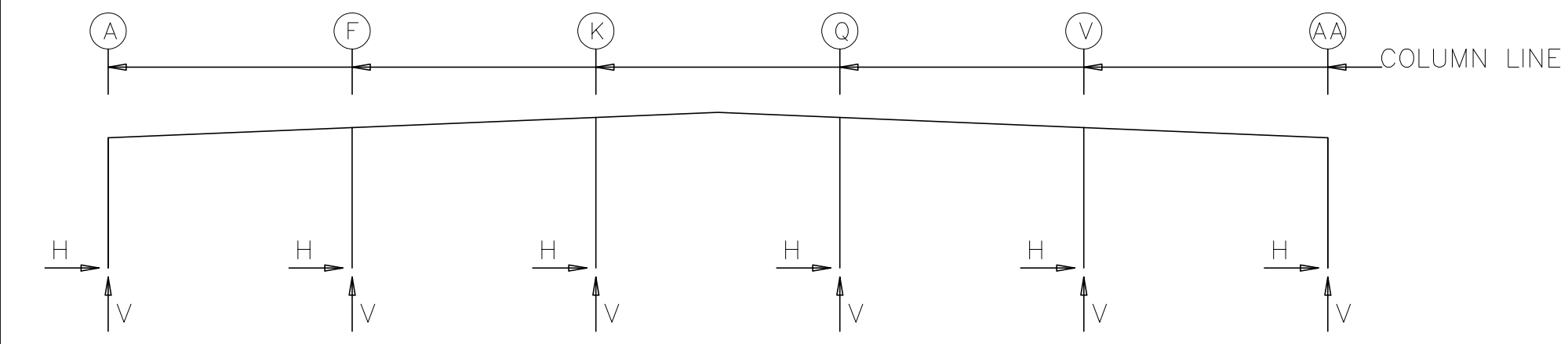
ALL STRUCTURAL MEMBERS OF THE STEELINGING SYSTEM NOT FABRICATED OF CORROSION RESISTANT MATERIAL OR PROTECTED BY A CORROSION RESISTANT COATING ARE PAINTED WITH ONE COAT OF SHOP PRIMER MEETING THE PERFORMANCE REQUIREMENTS OF CISC/CPMA 2-75 (EXCLUDING CLAUSE 4.1.2). PRIOR TO PAINTING, ALL SURFACES TO RECEIVE SHOP PRIMER ARE CLEANED OF GREASE AND OILS USING SSPC CLEANING METHOD SP1, SP2 OR SP3 AS REQUIRED. THE COAT OF SHOP PRIMER IS INTENDED TO PROTECT THE STEEL FRAMING FOR ONLY A SHORT PERIOD OF EXPOSURE TO ORDINARY ATMOSPHERIC CONDITIONS. IT PROVIDES ONLY TEMPORARY PROTECTION AGAINST RUST DURING TRANSPORTATION AND WHILE THE BUILDING IS BEING ERECTED. IT IS EXPECTED 90 DAYS AS PER CISC CODE OF PRACTICE. THEREAFTER, THE SURFACES OF THE STEELINGING SYSTEM SHALL BE PROTECTED BY A PERMANENTLY APPLIED PROTECTIVE COATING POSITIONED TO ELIMINATE WATER-HOLDING POCKETS, DUST, MUD, AND OTHER CONTAMINATION OF THE PRIMER FILM. PURLINS AND GIRTS SHOULD BE COVERED AND SLOPED TO ALLOW WATER TO DRAIN OFF. PRIMER STEEL SHOULD BE COVERED AND SAFELY STACKED IN AN UPRIGHT POSITION. WATER THAT IS ALLOWED TO POND ON FLANGES OR WEBS CAN CAUSE THE PRIMER TO LIFT AND/OR FLAKE OFF THE STEEL OVER TIME. STEELWAY WILL NOT BE HELD RESPONSIBLE FOR PAINT DAMAGED BY PONDING WATER, FOREIGN MATERIAL, OR EXPOSURE TO ATMOSPHERIC/ ENVIRONMENTAL CONDITIONS, AS A RESULT OF IMPROPER FIELD STORAGE. FIELD-APPLIED COATINGS MAY NOT BE COMPATIBLE WITH STEELWAY PRIMER, AND ANY DAMAGE RESULTING FROM SUCH COATINGS IS NOT THE RESPONSIBILITY OF STEELWAY.

MINOR ABRASIONS TO THE PAINTED OR GALVANIZED FINISH, CAUSED BY HANDLING, LOADING, SHIPPING, UNLOADING, AND ERECTION, ARE UNAVOIDABLE, AND ARE NOT SUBJECT TO CLAIM. TOUCHUP OF THESE MINOR ABRASIONS IS THE RESPONSIBILITY OF THE ERECTOR AND/OR THE END CUSTOMER.

MANUFACTURING PROCEEDING
THIS DRAWING REPRESENTS STEELWAY'S INTERPRETATION OF
THE CONTRACT REQUIREMENTS FOR THIS PROJECT. PLEASE
PERFORM A THOROUGH REVIEW OF ALL ITEMS SHOWN.
PRODUCTION IS PROCEEDING UNLESS STEELWAY IS
IMMEDIATELY ADVISED. OTHERWISE, ACCEPTANCE IS IMPLIED.

 **Global**
Steel Buildings Canada

95 Mural Street, 6th Floor
Richmond Hill, Ontario L4B 3G2
905.477.5144



DESIGN PARAMETERS:

1. A.

CLIMATIC DESIGN DATA BASED ON THE FOLLOWING

Design Code

Province

Location*

Snow Load

Rain Load

Wind Pressure

Seismic Data:

= OBC 2012 88-19

= Ontario

= Dundalk

S_s (1/50)

S_r (1/50)

q (1/50)

$S_s(0.2)$

$S_s(0.5)$

$S_s(1.0)$

$S_s(2.0)$

$S_s(5.0)$

$S_s(10.0)$

PGA

= 66.88 psf

= 8.36 psf

= 8.78 psf

= 0.097

= 0.069

= 0.043

= 0.022

= 0.0056

= 0.0024

= 0.0570

*Actual Site Location May Differ.

B.

Building Importance Category

= II - Normal

C.

SEISMIC INFORMATION

le

Importance Seismic

Structural Configuration

Fundamental Lateral Period

Fundamental Lateral Period

Site Class

Acceleration Coefficient

Velocity Coefficient

Seismic Hazard Index

Design Method

SFRS

= 1.00

= Regular

= 0.4691 seconds (Moment Frames)

= 0.2438 seconds (Braced Frames)

= D

= 1.24

= 1.55

= 0.12028

= Equivalent Static Force Method

= Conventional Steel Construction of Moment-Resisting Frames

= Conventional Steel Construction of Braced Frames

= 1.5

= 1.3

= None

Restrictions

Steelway Building Systems confirms that the seismic force resisting system, diaphragms, and all connections within the SFRS have been designed in accordance with the 2012 Ontario Building Code as amended by regulation 88/19, Part 4, Clause 4.1.8 and CSA S16-14, Clause 27.11 for Conventional Construction.

D.

ROOF

Roof Dead Load

Collateral Load

Roof Live Load

Importance Snow (ULS)

Importance Snow (SLS)

Exposure Factor

Slope Factor

Basic Roof Snow Load Factor

Shape Factor

Specified Roof Snow Load

= 4.0 psf (Excluding Self-Weight of Rigid Frames)

= 5 psf

= 20.90 psf

I_s

I_s

C_w

C_s

C_d

C_o

S

= 1.00

= 0.9

= 1.00

= 1.00

= 0.8716

= 1.0000

$I_s S_d [C_b C_w C_s C_d + S_r]$

= 66.65 psf

E.

WIND

Importance Wind (ULS)

Importance Wind (SLS)

Topographic Factor

Internal Pressure Category

Exposure

R - Rough Terrain >= 1.0km,

R1 - 0.75km rough

R2 - 0.50km rough

R3 - 0.25km rough

O - Open terrain

I_w

I_w

C_t

= 3

= 0

= 1.00

= 0.75

= 1.0
- RIGID FRAME: BASIC COLUMN REACTIONS (UNFACTORED) (k)
- | Frame Line | Column Line | Dead | | Collateral | | Live | | Snow | | Wind_Left1 | | Wind_Right1 | |
|------------|-------------|-------|------|------------|------|-------|------|-------|-------|------------|-------|-------------|-------|
| | | Horiz | Vert | Horiz | Vert | Horiz | Vert | Horiz | Vert | Horiz | Vert | Horiz | Vert |
| 2* | A | 0.9 | 5.6 | 0.7 | 3.4 | 2.8 | 14.2 | 8.9 | 45.1 | -3.3 | -17.6 | 5.0 | -12.0 |
| 2* | AA | -0.9 | 5.6 | -0.7 | 3.4 | -2.8 | 14.2 | -8.9 | 45.1 | -5.0 | 12.0 | 3.3 | -17.6 |
| 2* | F | 0.0 | 11.7 | 0.0 | 8.0 | 0.0 | 33.5 | 0.0 | 106.8 | 0.0 | -36.3 | 0.0 | -30.4 |
| 2* | K | 0.0 | 11.1 | 0.0 | 7.4 | 0.0 | 30.7 | 0.0 | 98.0 | 0.0 | -34.4 | 0.0 | -26.6 |
| 2* | Q | 0.0 | 11.1 | 0.0 | 7.4 | 0.0 | 30.7 | 0.0 | 98.0 | 0.0 | -26.6 | 0.0 | -34.4 |
| 2* | V | 0.0 | 11.7 | 0.0 | 8.0 | 0.0 | 33.5 | 0.0 | 106.8 | 0.0 | -30.4 | 0.0 | -36.3 |

Frame Line	Column Line	Wind_Left2		Wind_Right2		Wind_Long1		Wind_Long2		Seismic_Left		Seismic_Right	
		Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert
2*	A	-7.9	0.3	0.4	5.8	4.0	-16.5	3.1	-14.0	-5.6	-3.6	5.6	3.6
2*	AA	-0.4	2.3	1.5	1.4	-3.1	14.0	-4.0	16.5	-3.7	3.6	-5.7	-3.6
2*	F	0.0	2.2	0.0	8.1	0.0	-38.0	0.0	-28.1	0.0	4.6	0.0	-4.6
2*	K	0.0	1.0	0.0	8.8	0.0	-33.5	0.0	-27.2	0.0	-1.7	0.0	1.7
2*	Q	0.0	8.8	0.0	1.0	0.0	-27.2	0.0	33.5	0.0	1.7	0.0	-1.7
2*	V	0.0	8.1	0.0	2.2	0.0	-28.1	0.0	-38.0	0.0	-4.6	0.0	4.6

Frame Line	Column Line	F1PAT_SL_1		F1PAT_SL_2		F1PAT_SL_3		F1PAT_SL_4		F1PAT_SL_5		F1PAT_SL_6	
		Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert
2*	A	3.3	24.9	-1.5	-5.1	0.9	1.8	-1.5	-1.4	3.2	2.3	1.8	19.8
2*	AA	-3.2	2.3	1.5	-1.4	-1.8	19.8	-1.5	-1.4	-3.2	2.3	-1.8	19.8
2*	F	0.0	28.4	0.0	30.9	0.0	-5.8	0.0	2.8	0.0	-3.0	0.0	59.4
2*	K	0.0	-4.7	0.0	28.3	0.0	29.0	0.0	-5.6	0.0	2.0	0.0	23.6
2*	Q	0.0	2.0	0.0	-5.6	0.0	29.0	0.0	5.6	0.0	-4.7	0.0	-3.6
2*	V	0.0	-3.0	0.0	2.8	0.0	-5.8	0.0	30.9	0.0	28.4	0.0	-0.2

Frame Line	Column Line	F1PAT_SL_7		F1PAT_SL_8		F1PAT_SL_9		F1UNB_SL_L		F1UNB_SL_R	
		Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert
2*	A	-0.6	-3.3	-0.6	0.4	1.8	0.9	6.7	43.5	6.7	24.2
2*	AA	0.6	0.4	0.6	-3.3	-1.8	19.8	-6.7	24.2	-6.7	43.5
2*	F	0.0	25.1	0.0	-3.0	0.0	-0.2	0.0	109.3	0.0	50.9
2*	K	0.0	57.3	0.0	23.4	0.0	-3.6	0.0	94.4	0.0	52.6
2*	Q	0.0	23.4	0.0	57.3	0.0	3.6	0.0	52.6	0.0	94.4
2*	V	0.0	-3.0	0.0	25.1	0.0	59.4	0.0	50.9	0.0	109.3

Frame Line	Column Line	Wind_Left2		Wind_Right2		Wind_Long1		Wind_Long2		Seismic_Left		Seismic_Right	
		Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert
9	A	0.9	5.6	0.7	3.4	2.8	14.2	8.9	45.1	-6.1	-22.1	6.2	-13.4
9	AA	-0.9	5.6	-0.7	3.4	-2.8	14.2	-8.9	45.1	-6.2	22.1	-6.1	13.4
9	F	0.0	11.7	0.0	8.0	0.0	33.5	0.0	106.8	0.0	-45.6	0.0	-35.1
9	K	0.0	11.1	0.0	7.4	0.0	30.7	0.0	98.0	0.0	-43.3	0.0	-30.6
9	Q	0.0	11.1	0.0	7.4	0.0	30.7	0.0	98.0	0.0	-30.6	0.0	-43.3
9	V	0.0	11.7	0.0	8.0	0.0	33.5	0.0	106.8	0.0	-35.1	0.0	-45.6

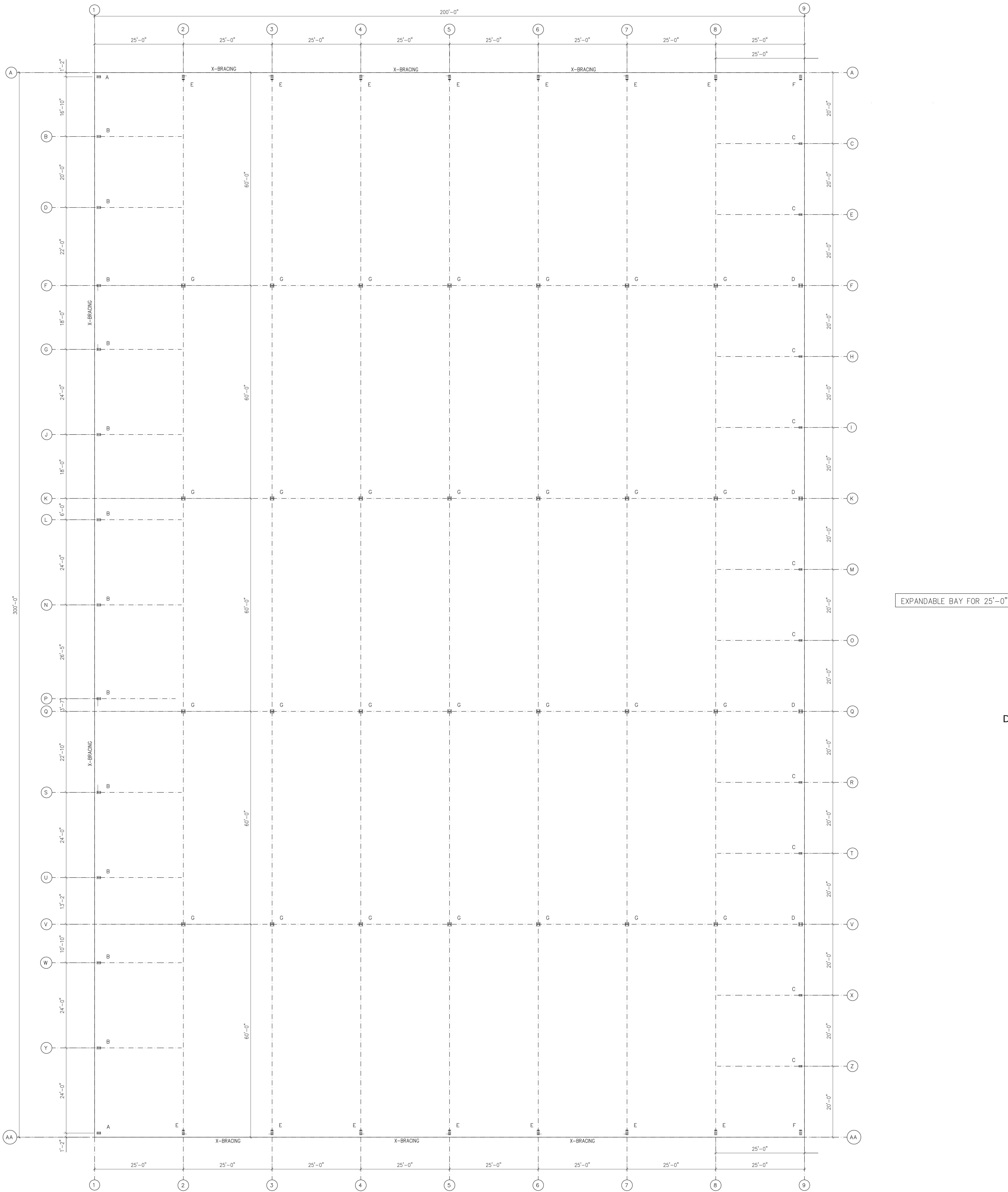
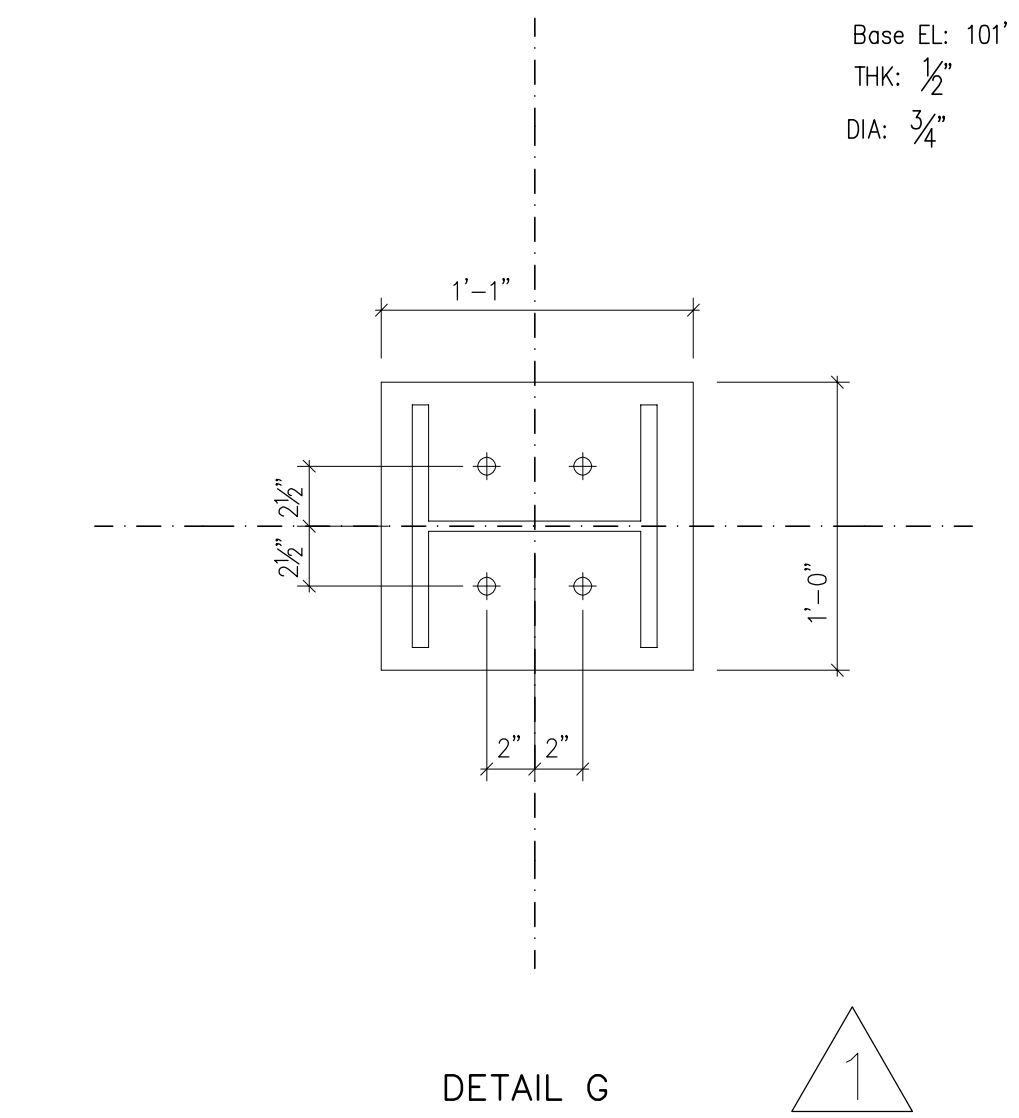
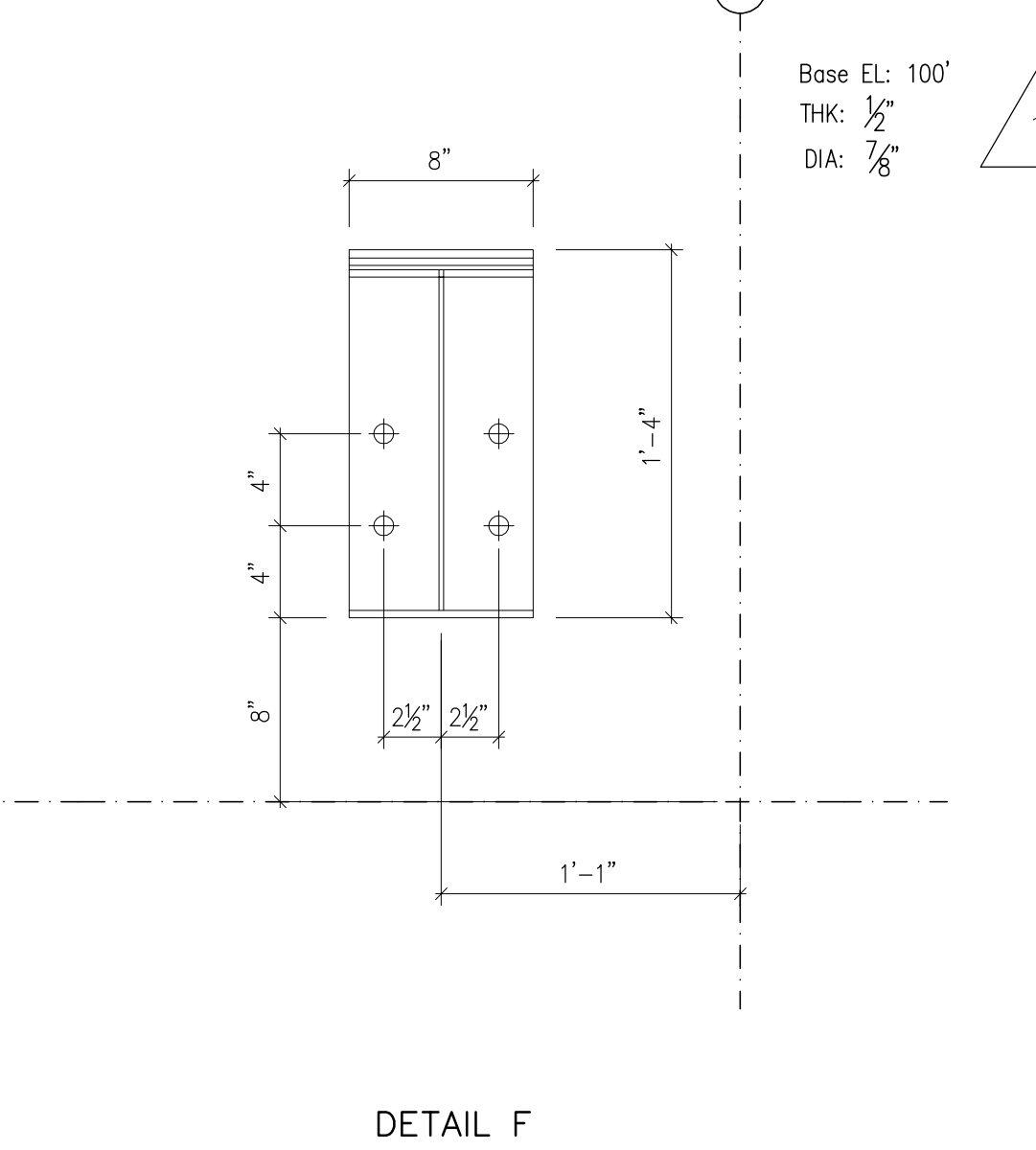
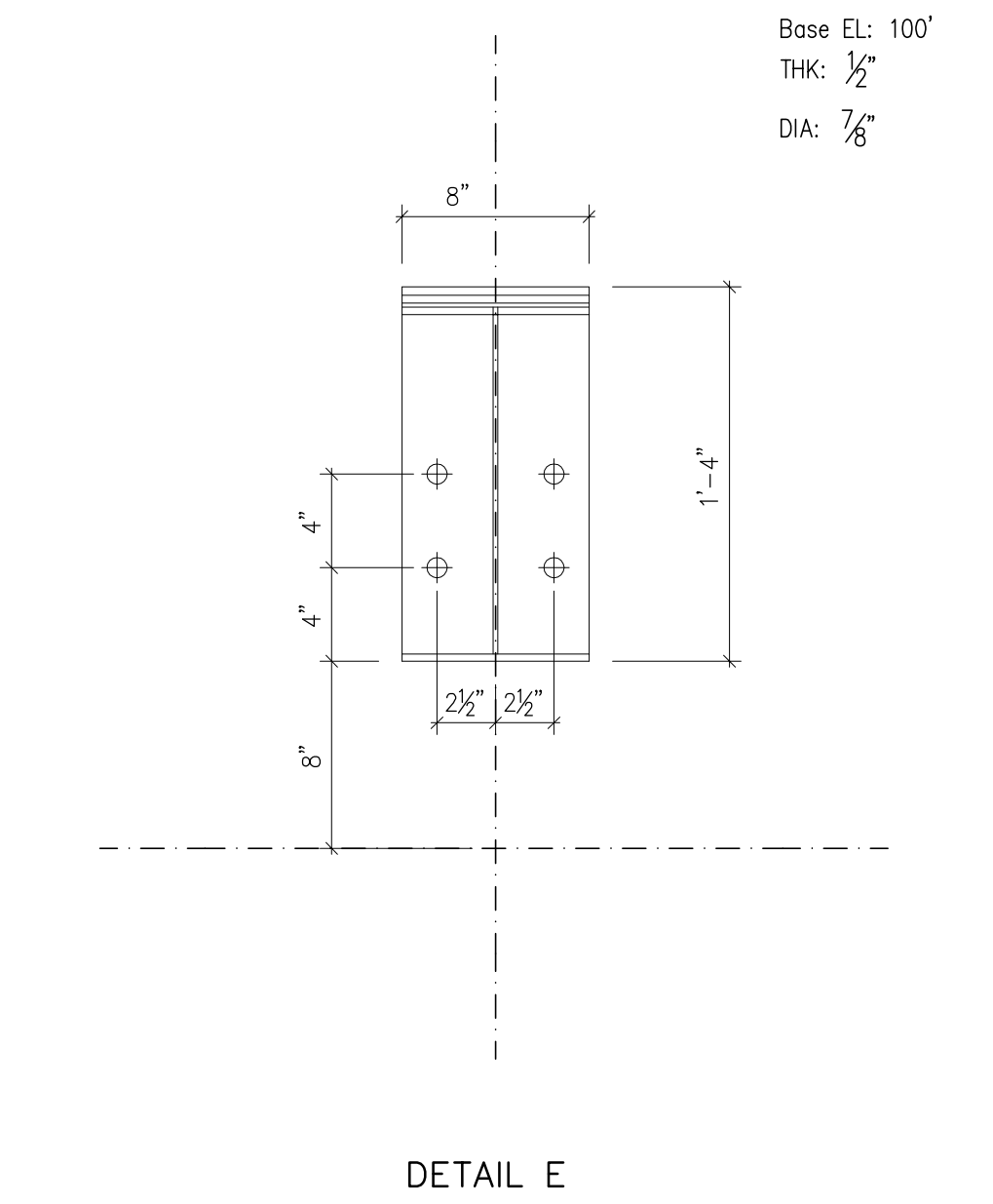
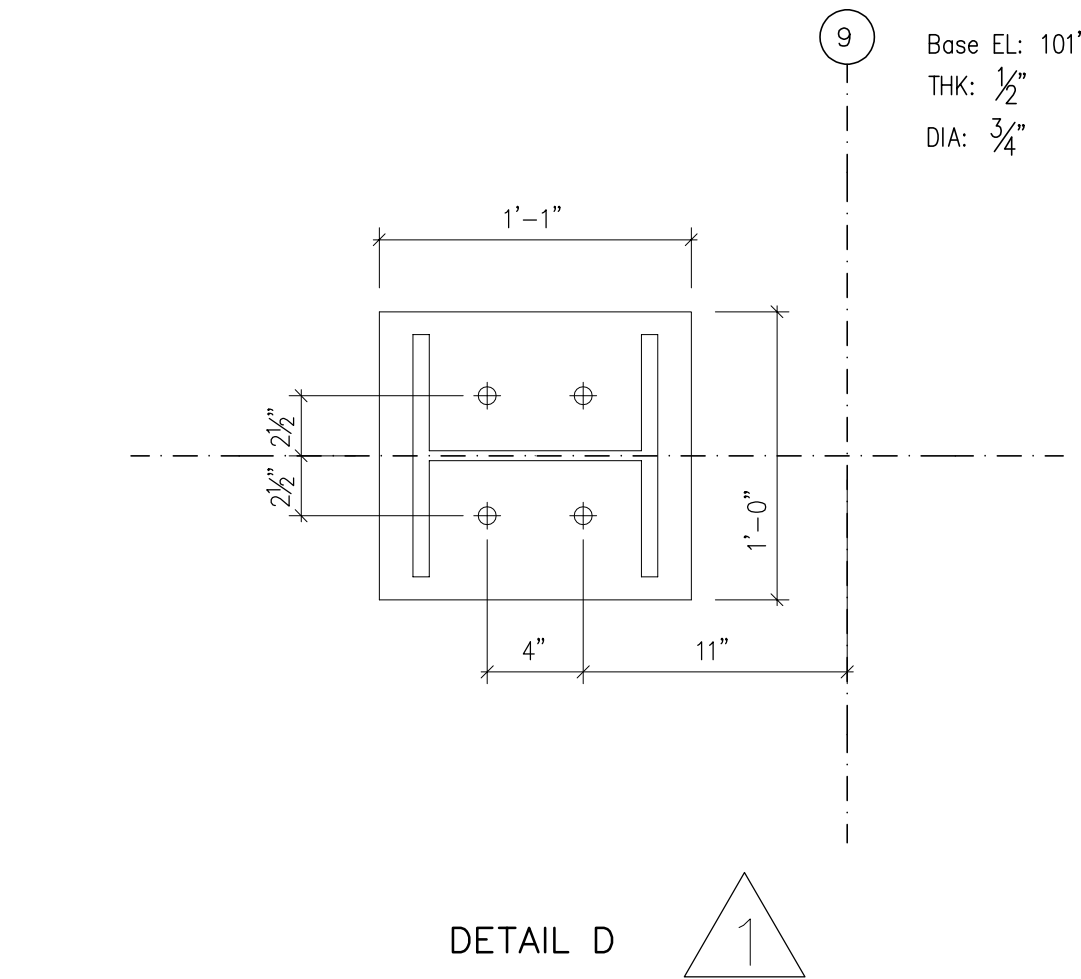
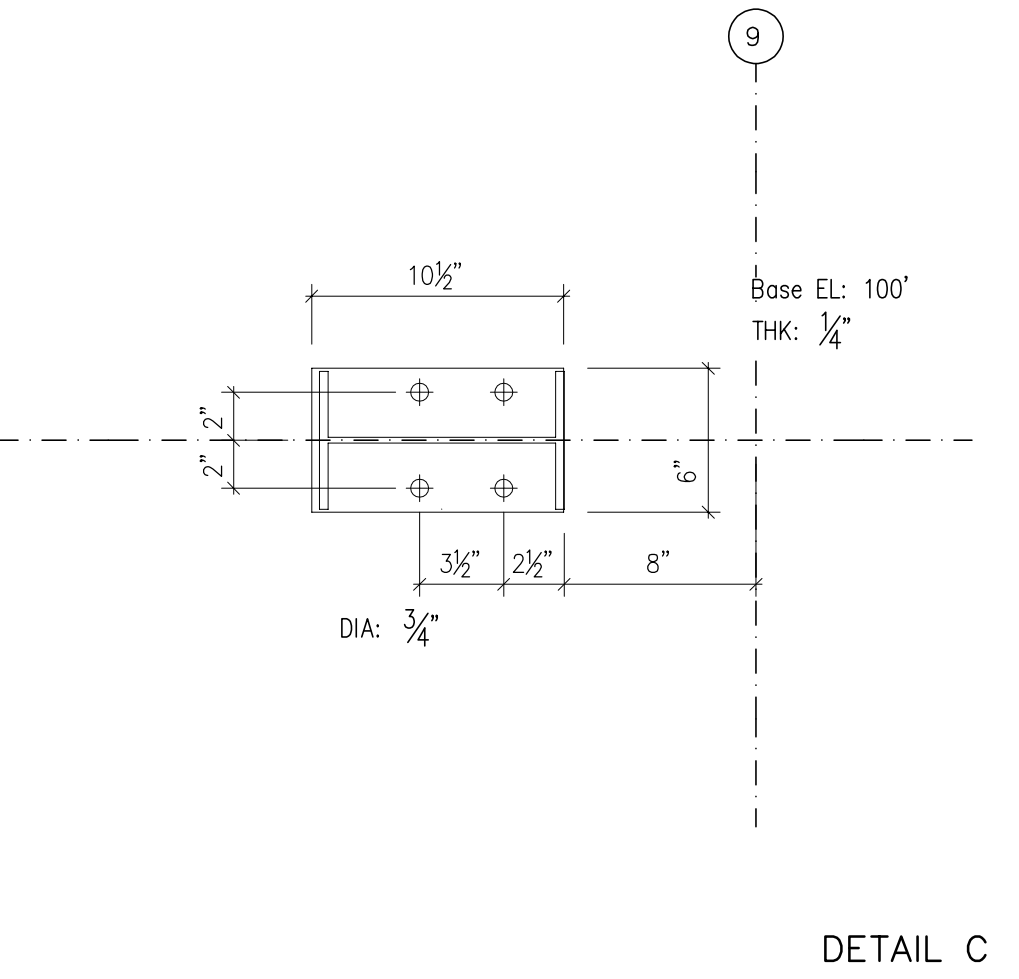
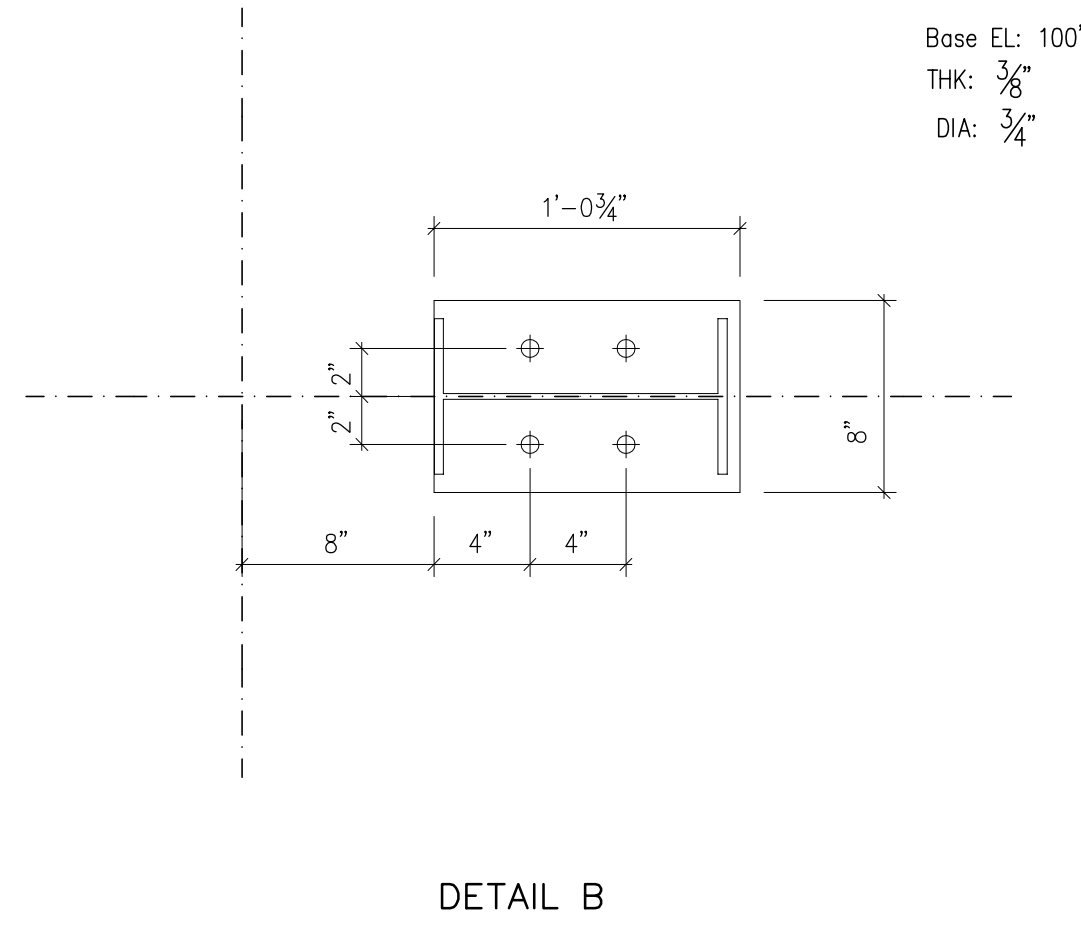
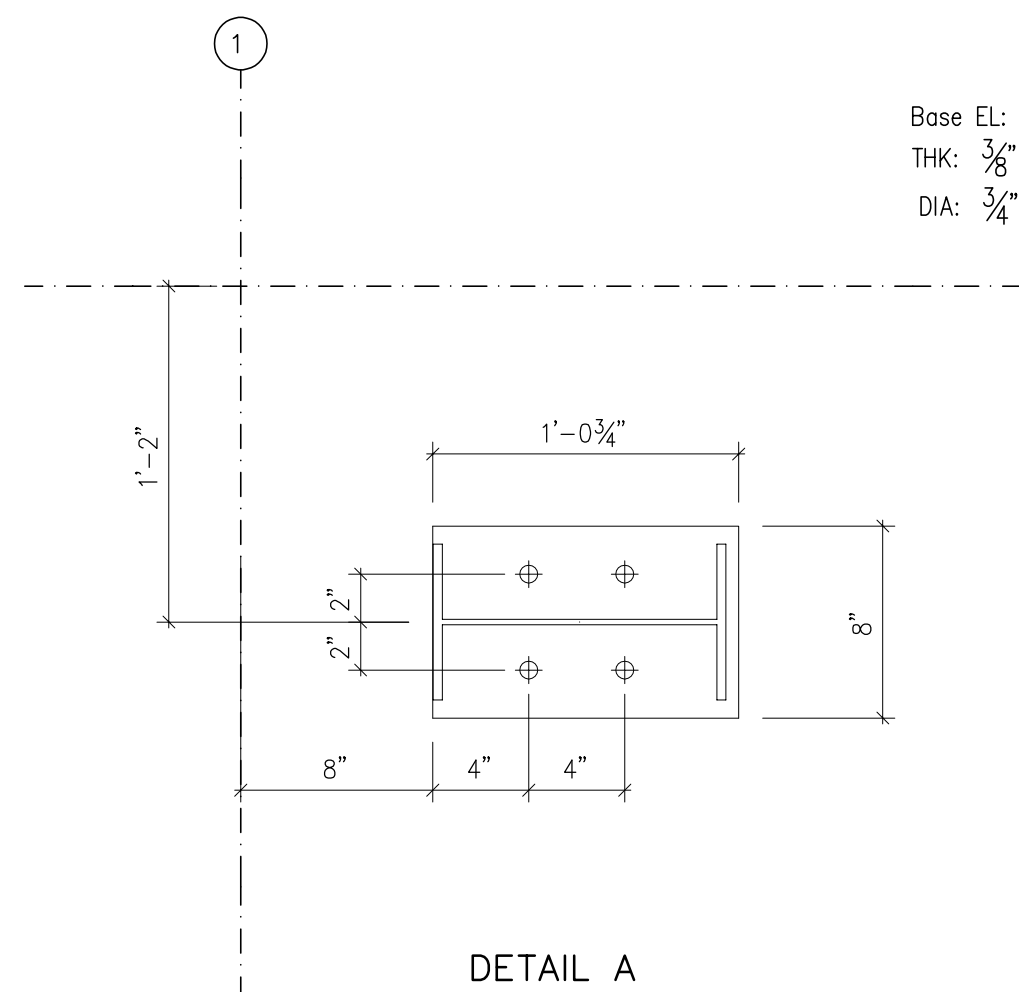
Frame Line	Column Line	Wind_Left2		Wind_Right2		Wind_Long1		Wind_Long2		Seismic_Left		Seismic_Right	
		Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert
9	A	-10.7	-4.3	1.6	4.5	3.8	-20.3	2.4	-16.2	-5.6	-3.6	5.6	3.6
9	AA	-1.6	4.5	-10.7	-4.3	-2.4	16.2	-3.8	-20.3	-5.7	3.6	-5.7	-3.6
9	F	0.0	-7.1	0.0	3.4	0.0	-48.3	0.0	-31.8	0.0	4.6	0.0	-4.6
9	K	0.0	-7.9	0.0	4.8	0.0	-42.1	0.0	-31.5	0.0	-1.7	0.0	1.7
9	Q	0.0	4.8	0.0	-7.9	0.0	-31.5	0.0	-42.1	0.0	1.7	0.0	-1.7
9	V	0.0	3.4	0.0	-7.1	0.0	-31.8	0.0	-48.3	0.0	-4.6	0.0	4.6

Frame Line	Column Line	F2PAT_SL_1		F2PAT_SL_2		F2PAT_SL_3		F2PAT_SL_4		F2PAT_SL_5		F2PAT_SL_6	
		Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert
9	A	3.3	24.9	-1.5	-5.1	0.9	1.8	-1.5	-1.4	3.2	2.3	1.8	19.8
9	AA	-3.2	2.3	1.5	-1.4	-0.9	1.8	1.5	-1.4	-3.2	2.3	-1.8	19.8
9	F	0.0	28.4	0.0	30.9	0.0	-5.8	0.0	2.8	0.0	-3.0	0.0	59.4
9	K	0.0	-4.7	0.0	28.3	0.0	29.0	0.0	-5.6	0.0	2.0	0.0	23.6
9	Q	0.0	2.0	0.0	-5.6	0.0	29.0	0.0	5.6	0.0	-4.7	0.0	-3.6
9	V	0.0	-3.0	0.0	2.8	0.0	-5.8	0.0	30.9	0.0	28.4	0.0	-0.2

Frame Line	Column Line	F2PAT_SL_7		F2PAT_SL_8		F2PAT_SL_9		F2UNB_SL_L		F2UNB_SL_R	
		Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert
9	A	-0.6	-3.3	-0.6	0.4	1.8	0.9	6.7	43.5	6.7	24.2
9	AA	0.6	0.4	0.6	-3.3	-1.8	19.8	-6.7	24.2	-6.7	43.5
9	F	0.0	25.1	0.0	-3.0	0.0	-0.2	0.0	109.3	0.0	50.9
9	K	0.0	57.3	0.0	23.4	0.0	-3.6	0.0	94.4	0.0	52.6
9	Q	0.0	23.4	0.0	57.3	0.0	3.6	0.0	52.6	0.0	94.4
9	V	0.0	-3.0	0.0	25.1	0.0	59.4	0.0	50.9	0.0	109.3

2* Frame lines: 2 3 4 5 6 7 8
- BUILDING BRACING REACTIONS (UNFACTORED)
- | Loc | Line | ± Reactions(k) | | Wind | Seismic | Note |
|------|------|-----------------|------|------|---------|------|
| | | Horz | Vert | Horz | Vert | |
| L_EW | 1 | F/G | 1.4 | 2.6 | 3.6 | 6.7 |
| | | P/S | 1.4 | 1.9 | 3.6 | 4.8 |
| F_SW | AA | 2.3 | 10.4 | 12.5 | 19.1 | 23.1 |
| | | 6.7 | 10.4 | 12.5 | 19.1 | 23.1 |
| R_EW | 9 | | | | | (h) |
| B_SW | A | 7.6 | 10.4 | 12.5 | 19.1 | 23.1 |
| | | 5.4 | 10.4 | 12.5 | 19.1 | 23.1 |
| | | 3.2 | 10.4 | 12.5 | 19.1 | 23.1 |
- (h)Rigid frame at endwall
- ENDWALL COLUMN: BASIC COLUMN REACTIONS (UNFACTORED) (k)
- | Frm Line | Col Line | Dead | | Collat | | Live | | Snow | | Wind_Left1 | | Wind_Right1 | |
|----------|----------|------|------|--------|------|------|-------|------|------|------------|------|-------------|-------|
| | | Vert | Vert | Vert | Vert | Vert | Vert | Vert | Vert | Vert | Vert | Vert | Vert |
| 1 | A | 1.5 | 0.6 | 2.5 | 8.1 | -3.6 | -2.7 | -0.4 | 0.5 | -2.6 | 2.7 | -3.6 | -3.6 |
| 1 | B | 2.3 | 1.2 | 5.1 | 16.2 | -7.2 | -5.1 | -1.3 | 0.8 | -5.4 | 5.0 | -7.2 | -7.2 |
| 1 | D | 2.5 | 1.4 | 5.7 | 18.2 | -8.1 | -5.7 | -1.4 | 1.0 | -6.3 | 5.7 | -8.1 | -8.1 |
| 1 | F | 2.4 | 1.3 | 5.4 | 17.4 | -7.7 | -5.2 | -1.4 | 0.9 | -6.1 | 5.6 | -7.7 | -7.7 |
| 1 | G | 2.5 | 1.4 | 5.7 | 18.2 | -8.0 | -5.7 | -1.6 | 1.0 | -6.6 | 6.0 | -8.1 | -8.1 |
| 1 | J | 2.8 | 1.6 | 6.5 | 20.8 | -9.3 | -6.5 | -1.6 | 1.1 | -7.8 | 7.0 | -9.3 | -9.3 |
| 1 | L | 2.8 | 1.6 | 6.5 | 20.8 | -9.3 | -6.5 | -1.6 | 1.1 | -8.0 | 7.2 | -9.3 | -9.3 |
| 1 | N | 2.9 | 1.6 | 6.9 | 21.9 | -8.2 | -8.3 | -0.2 | -0.4 | -8.6 | 7.8 | -9.5 | -9.5 |
| 1 | P | 3.0 | 1.7 | 7.2 | 22.9 | -7.2 | -10.1 | 1.2 | -2.0 | -8.8 | 7.9 | -10.2 | -10.2 |
| 1 | S | 2.9 | 1.6 | 6.9 | 21.9 | -6.6 | -9.7 | 1.1 | -1.7 | -8.1 | 7.3 | -9.7 | -9.7 |
| 1 | U | 2.7 | 1.6 | 6.5 | 20.8 | -6.5 | -9.3 | 1.1 | -1.6 | -7.5 | 6.8 | -9.3 | -9.3 |
| 1 | W | 2.7 | 1.6 | 6.5 | 20.8 | -6.5 | -9.3 | 1.1 | -1.6 | -7.3 | 6.6 | -9.3 | -9.3 |
| 1 | Y | 2.7 | 1.6 | 6.6 | 21.1 | -6.6 | -9.4 | 1.1 | -1.7 | -7.1 | 6.4 | -9.4 | -9.4 |
| 1 | AA | 1.8 | 0.8 | 3.5 | 11.2 | -3.7 | -5.0 | 0.6 | -0.7 | -3.7 | 3.7 | -5.0 | -5.0 |

Frm Line	Col Line	Seis Left		Seis Right		E1UNB_SL_L		E1UNB_SL_R	
		Vert	Vert	Vert	Vert	Horz	Vert	Horz	Vert
1	A	0.0	0.0	0.0	8.1	0.0	4.0	0.0	4.0
1	B	0.0	0.0	0.0	16.2	0.0	8.1	0.0	8.1
1	D	0.0	0.0	0.0	18.2	0.0	9.1	0.0	9.1
1	E								



ANCHOR BOLT PLAN

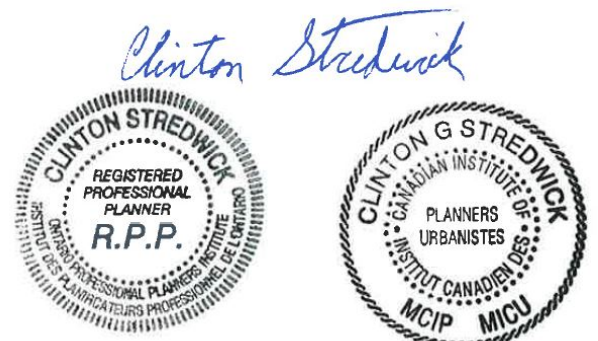
NOTE: UNDERSIDE OF ALL BASE PLATE 100'-0"(U.N.)

GENERAL NOTES

1. INFORMATION ON THIS DRAWING IS INTENDED FOR CONSTRUCTION ONLY WHEN BEARING A STEELWAY ENGINEER'S SIGNED PROFESSIONAL SEAL AND WHEN FREE OF ANY NOTATIONS STATING OTHERWISE.
2. GRID REFERENCES IN DETAILS SHOW SPECIFIC LOCATIONS; REFER TO PLAN FOR ALL LOCATIONS.
3. BOLT GAUGES ARE SYMMETRICAL ABOUT COLUMN WEB UNLESS NOTED.
4. ALL ANCHOR DIMENSIONS ARE CENTER TO CENTER.
5. ANCHOR PLACEMENT MUST MEET CAN/CSA S16 TOLERANCES.
6. REFER TO CHART BELOW FOR ANCHOR PROJECTION REQUIREMENTS.

ANCHOR PROJECTION					
BP THK.	3/4"	7/8"	1"	1 1/4"	1 1/2"
1/4"	2"-3"	2"-3"	2"-3"	NA	NA
3/8"	2"-3"	2"-3"	2"-3"	NA	NA
1/2"	2"-3"	2"-3"	2"-3"	3"-4"	3"-4"
5/8"	2"-3"	2"-3"	3"-4"	3"-4"	3"-4"
3/4"	2"-3"	3"-4"	3"-4"	3"-4"	3"-4"
1"	3"-4"	3"-4"	3"-4"	3"-4"	3"-4"
1 1/4"	NA	NA	3"-4"	3"-4"	4"-5"
1 1/2"	NA	NA	NA	4"-5"	4"-5"

LEGEND:
Dia=Anchor Bolt Diameter
Thk=Base Plate Thickness



Drawing # 10 Dated March 2, 2022

MANUFACTURING PROCEEDING
THIS DRAWING REPRESENTS STEELWAY'S INTERPRETATION OF THE CONTRACT REQUIREMENTS FOR THIS PROJECT. PLEASE PERFORM A THOROUGH REVIEW OF ALL ITEMS SHOWN. PRODUCTION IS PROCEEDING UNLESS STEELWAY IS IMMEDIATELY ADVISED. OTHERWISE, ACCEPTANCE IS IMPLIED.

1	02/09/2022	EB	REVISED ANCHOR PLAN & DETAILS
0	01/26/2022	EB	ISSUED FOR INFORMATION
Rev.	Date	By	Description
CLIENT			
GLOBAL STEEL BUILDINGS			
PROJECT			
GREEN LID DUNDALK			
PROJECT LOCATION			
DUNDALK, ONTARIO			
DRAWING NAME			
ANCHOR BOLT PLAN & DETAILS			
DRAWING No.			
76198-S1			
DRAWN BY		CHECKED BY	
KSK			
PROJECT: 100-0 (2022-03-02)			
BUSINESS'S SEAL APPLIES ONLY TO STEELWAY PRODUCTS			
			



M28

(10)

PANELS: 24 Ga. RTL
GALVALUME

RTL-24 SEAMING REQUIREMENTS:

THE ROOF PANELS ARE TO BE MECHANICALLY SEAMED AS FOLLOWS:

ROLLLOC (HAND CRIMPING) MUST BE DONE AT EAVE, RIDGE AND EACH CLIP PRIOR TO MECHANICALLY SEAMING

(X) TRIPLE LOC (MECHANICALLY SEAMED, SINGLE PASS

(X) QUAD LOC (MECHANICALLY SEAMED, DOUBLE PASS

— ALL SAFETY REGULATIONS TO BE FOLLOWED WHEN OPERATING ELECTRICAL SEAMER.

— STEELWYB IS NOT RESPONSIBLE FOR DAMAGE OF SEAMER DUE TO IMPROPER USE.

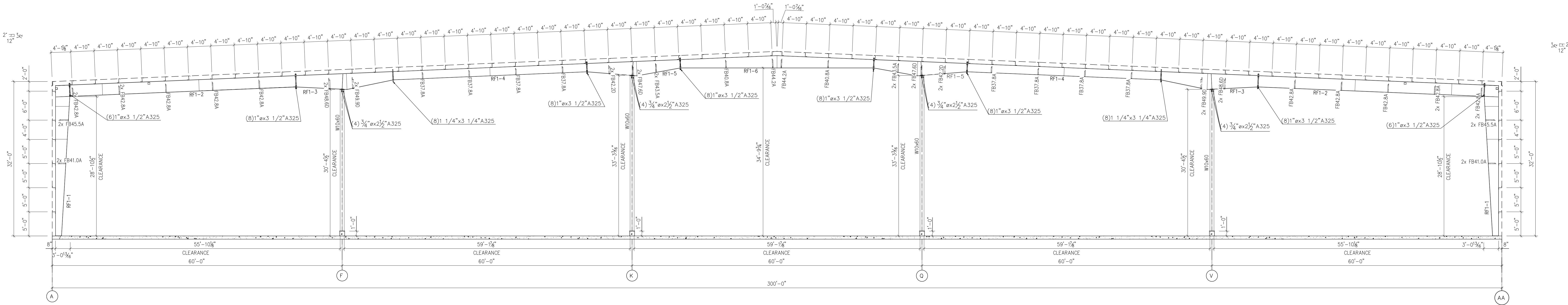
MANUFACTURING PROCEEDING
THIS DRAWING REPRESENTS STEELWAY'S INTERPRETATION OF
THE CONTRACT REQUIREMENTS FOR THIS PROJECT. PLEASE
PERFORM A THOROUGH REVIEW OF ALL ITEMS SHOWN.
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 **Global**
Steel Buildings Canada

95 Mural Street, 6th Floor
Richmond Hill, Ontario L4B 3G2
905.477.5144

MEMBER	Tab	Web Depth	Web Plate	Outside Flange		Inside Flange	
Mark	Start/End	Thick	Length	W x Thk x Length	W x Thk x Length	W x Thk x Length	W x Thk x Length
RF1-1	14.5/28.7	0.200	240.0	8 x 5/8" x 34.6	8 x 1/2" x 346.5		
	28.7/33.6	0.313	81.9				
	33.6/35.0	0.313	52.6				
RF1-2	27.5/27.5	0.250	79.9	8 x 5/8" x 559.9	8 x 5/8" x 559.9		
	27.5/27.5	0.250	240.0				
	27.5/27.5	0.250	240.0				
RF1-3	27.6/38.0	0.313	124.9	8 x 3/4" x 239.5	8 x 3/4" x 125.4		
	38.0/39.2	0.313	114.6		8 x 3/4" x 116.0		
RF1-4	20.0/20.0	0.250	240.0	8 x 1/2" x 480.0	8 x 1/2" x 480.0		
	20.0/20.0	0.250	240.0				
RF1-5	20.1/35.0	0.313	122.2	8 x 3/4" x 230.0	8 x 3/4" x 123.0		
	35.0/35.1	0.313	107.8		8 x 3/4" x 108.7		
RF1-6	20.0/20.0	0.250	239.8	8 x 1/2" x 240.0	8 x 1/2" x 477.8		
	30.0/20.0	0.250	239.8				

- GENERAL NOTES
1. INFORMATION ON THIS DRAWING IS INTENDED FOR CONSTRUCTION ONLY WHEN BEARING A STEELWAY ENGINEER'S SIGNED PROFESSIONAL SEAL AND WHEN FREE OF ANY NOTATIONS STATING OTHERWISE.
 2. MB = MEZZANINE BEAM, REFER TO MEZZANINE PLAN.
 3. FLANGE BRACES:
FBxxk- xx=length(in)
A = L2X13SA
D = L3X11GA
C = L3X8
 4. RIGID FRAME LABELS:
RF12 ASSEMBLY MARK NUMBER
RF1-2 REFER TO MARK N MEMBER TABLE



RIGID FRAME CROSS SECTION: FRAME LINE 2 3 4 5 6 7 & 8

MANUFACTURING PROCEEDING

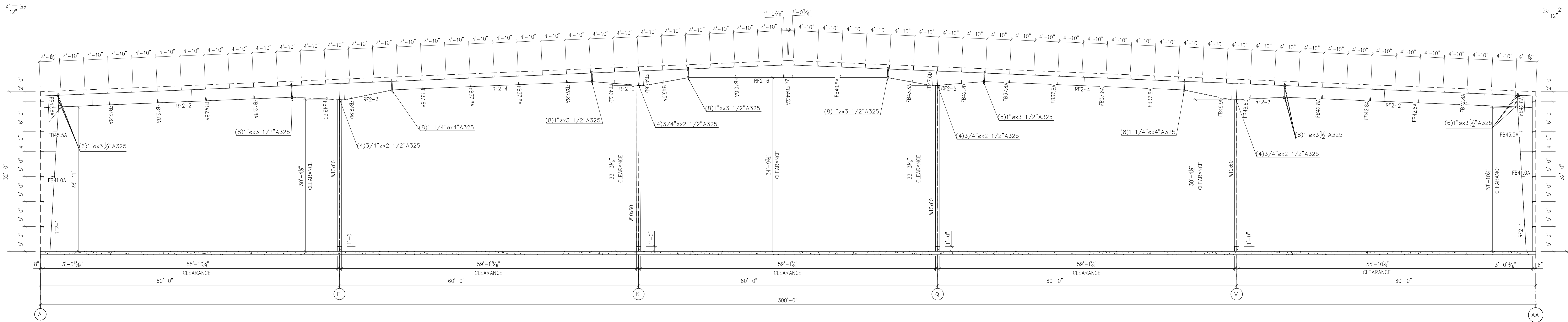
THIS DRAWING REPRESENTS STEELWAY'S INTERPRETATION OF THE CONTRACT REQUIREMENTS FOR THIS PROJECT. PLEASE PERFORM A THOROUGH REVIEW OF ALL ITEMS SHOWN. PRODUCTION IS PROCEEDING UNLESS STEELWAY IS IMMEDIATELY ADVISED. OTHERWISE, ACCEPTANCE IS IMPLIED.

1	02/09/2022	EB	REVISED RIGID FRAME
0	01/26/2022	EB	ISSUED FOR INFORMATION
Rev.	Date	By	Description
CLIENT			
GLOBAL STEEL BUILDINGS			
PROJECT			
GREEN LID DUNDALK			
PROJECT LOCATION			
DUNDALK, ONTARIO			
DRAWING NAME			
FRAME CROSS SECTION			
DRAWING No.			
76198-S3			
DRAWN BY		KSK	
CHECKED BY			
PROJECT: MB 0 (227-247)			
BUSINESS'S SEAL APPLIES ONLY TO STEELWAY PRODUCTS			
DRAWING		BUSINESS'S SEAL APPLIES ONLY TO STEELWAY PRODUCTS	
C.B. LEE		2022 Feb 16	
REGISTERED PROFESSIONAL PLANNER		REGISTERED PROFESSIONAL PLANNER	
R.P.P.		MCP MCO	

Drawing # 12 Dated March 2, 2022

MEMBER	FLG	Web Plate	Outside Flange	Inside Flange
Mark	FLG Depth	Web Depth	W x D x L	W x D x L
RF2-1	14.5/28.7	0.200	240.0	8 x 5/8" x 372.1
RF2-2	26.7/53.4	0.313	134.5	8 x 5/8" x 34.6
RF2-3	27.5/27.5	0.250	79.9	8 x 5/8" x 559.9
RF2-4	27.5/27.5	0.250	240.0	8 x 3/4" x 239.5
RF2-5	20.0/20.0	0.313	114.6	8 x 3/4" x 123.0
RF2-6	20.0/20.0	0.250	239.8	8 x 1/2" x 240.0

- GENERAL NOTES
1. INFORMATION ON THIS DRAWING IS INTENDED FOR CONSTRUCTION ONLY WHEN BEARING A STEELWAY ENGINEER'S SIGNED PROFESSIONAL SEAL AND WHEN FREE OF ANY NOTATIONS STATING OTHERWISE.
 2. MB = MEZZANINE BEAM, REFER TO MEZZANINE PLAN.
 3. FLANGE BRACES:
FBxxk-xx=length(in)
A = L2X13.5A
D = L3X11.6A
C = L3X8
 4. RIGID FRAME LABELS:
RF12 ASSEMBLY MARK NUMBER
RF1-2 REFER TO MARK IN MEMBER TABLE



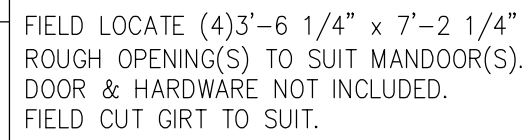
RIGID FRAME CROSS SECTION: FRAME LINE 9
AT TIME OF EXPANSION, ADDITIONAL FLANGE BRACES MUST BE INSTALLED TO MATCH THE INTERIOR FRAME LINES.

MANUFACTURING PROCEEDING
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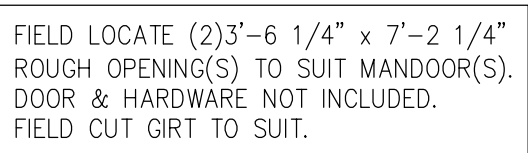
1	02/09/2022	EB	REVISED RIGID FRAME
0	01/26/2022	EB	ISSUED FOR INFORMATION
Rev.	Date	By	Description
CLIENT GLOBAL STEEL BUILDINGS			
PROJECT GREEN LID DUNDALK			
PROJECT LOCATION DUNDALK, ONTARIO			
DRAWING NAME FRAME CROSS SECTION			
DRAWING No. 76198-S4			
DRAWN BY KSK		CHECKED BY C.B. LEE	
PROJECT: MB 0 (227-247)		ENGINEER'S SEAL APPLIES ONLY TO STEELWAY PRODUCTS	

Drawing #13 Dated March 2, 2022

- RF12 ASSEMBLY MARK NUMBER
RF1-2 REFER TO MARK IN MEMBER TABLE



Drawing #14 Dated March 2, 2022



MANUFACTURING PROCEEDING

THE CONTRACT REQUIREMENTS FOR THIS PROJECT. PLEASE
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IMMEDIATELY ADVISED. OTHERWISE, ACCEPTANCE IS IMPLIED.

1	02/09/2022	EB	REVISED ENDWALL FRAMING
0	01/26/2022	EB	ISSUED FOR INFORMATION
Rev.	Date	By	Description

CLIENT

GLOBAL STEEL BUILDINGS

PROJECT

GREEN LID DUNDALK

PROJECT LOCATION

DUNDALK, ONTARIO

DRAWING NAME

ENDWALL ELEVATION

DRAWING No.

76198-S5

DRAWN BY RSK

[illegible]

10. *Journal of the American Medical Association*, 2000; 284: 1039-1044.

10. *Journal of the American Medical Association*, 2000; 284: 1039-1044.

10. *Journal of the American Medical Association*, 2000; 284: 1039-1044.

10. *Journal of the American Medical Association*, 2000; 284: 2689-2694.

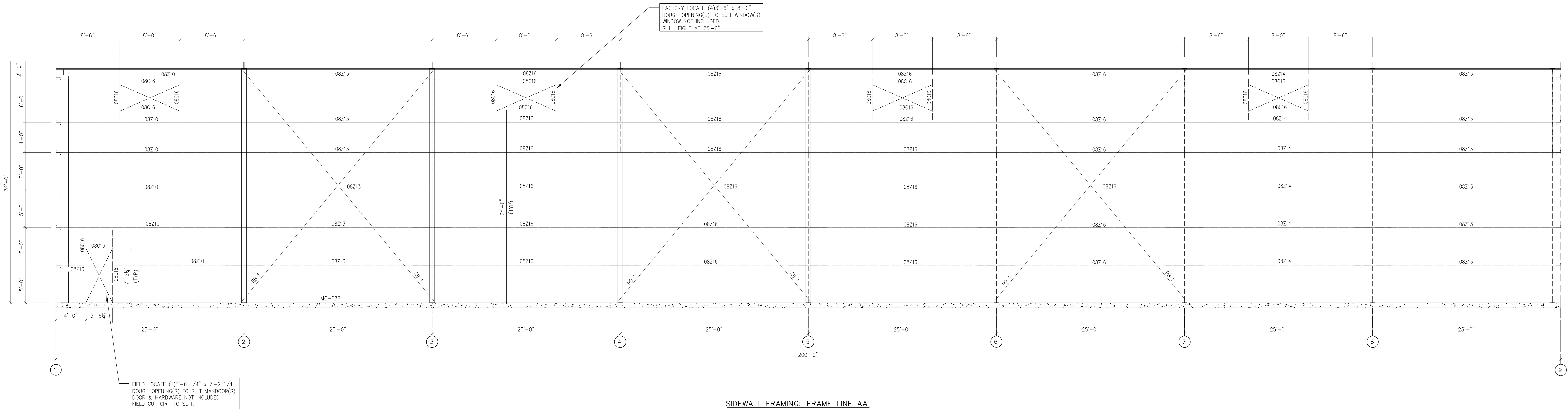
10. *Journal of the American Medical Association*, 2000; 284: 1039-1044.



Steel Buildings Can

95 Mural Street, 6th Floor
Richmond Hill, Ontario L4B 3
905.477.5144

- GENERAL NOTES
1. INFORMATION ON THIS DRAWING IS INTENDED FOR CONSTRUCTION ONLY WHEN BEARING A STEELWAY ENGINEER'S SIGNED PROFESSIONAL SEAL AND WHEN FREE OF ANY NOTATIONS STATING OTHERWISE.
 2. DOOR FRAMED OPENINGS NOTED NOMINALLY AS 3'x7' ARE PROVIDED WITH ROUGH OPENING DIMENSIONS OF 3'-4 8/7"-2 1/4". DOOR FRAMED OPENINGS NOTED NOMINALLY AS 6'x7' ARE PROVIDED WITH ROUGH OPENING DIMENSIONS OF 6'-4 8/7"-2 1/4". HEADERS ARE NOT PROVIDED IF 7'-6" GIRT IS PRESENT.
 3. ALL OTHER FRAMED OPENINGS ARE PROVIDED WITH THE ROUGH OPENING DIMENSIONS INDICATED.
 4. ALL FRAMED OPENINGS ARE FACTORY LOCATED, UNLESS NOTED AS FIELD LOCATED. FIELD WORK IS REQUIRED FOR FIELD LOCATED OPENINGS.
 - 4.1. IF GIRTS REQUIRE TO BE FIELD/FACTORY CUT DUE TO A FIELD LOCATED OPENING, THE FIELD LOCATED OPENING LOCATION MAY BE ADJUSTED FROM THE DIMENSIONS PROVIDED ON "ISSUED FOR ERECTION" STEELWAY DRAWINGS, UP TO 1'-0" HORIZONTALLY. ADJUSTMENTS NOT MEETING THIS CRITERIA, WILL NEED TO BE APPROVED BY A STEELWAY ENGINEER.
 - 4.2. IF NO GIRTS REQUIRE TO BE FIELD/FACTORY CUT DUE TO A FIELD LOCATED OPENING, THE FIELD LOCATED OPENING MAY BE LOCATED ANYWHERE WITHIN THE BAY/GIRT SPACING THEY ARE SHOWN ON "ISSUED FOR ERECTION" STEELWAY DRAWINGS. ADJUSTMENTS NOT MEETING THIS CRITERIA, WILL NEED TO BE APPROVED BY A STEELWAY ENGINEER.
 5. GIRTS ARE TOED UP UNLESS NOTED OTHERWISE AS (TOED DOWN). IF THERE IS A DISCREPANCY, PLEASE REFER TO MODEL.
 6. MB = MEZZANINE BEAM, REFER TO MEZZANINE PLAN.



SIDEWALL FRAMING: FRAME LINE AA

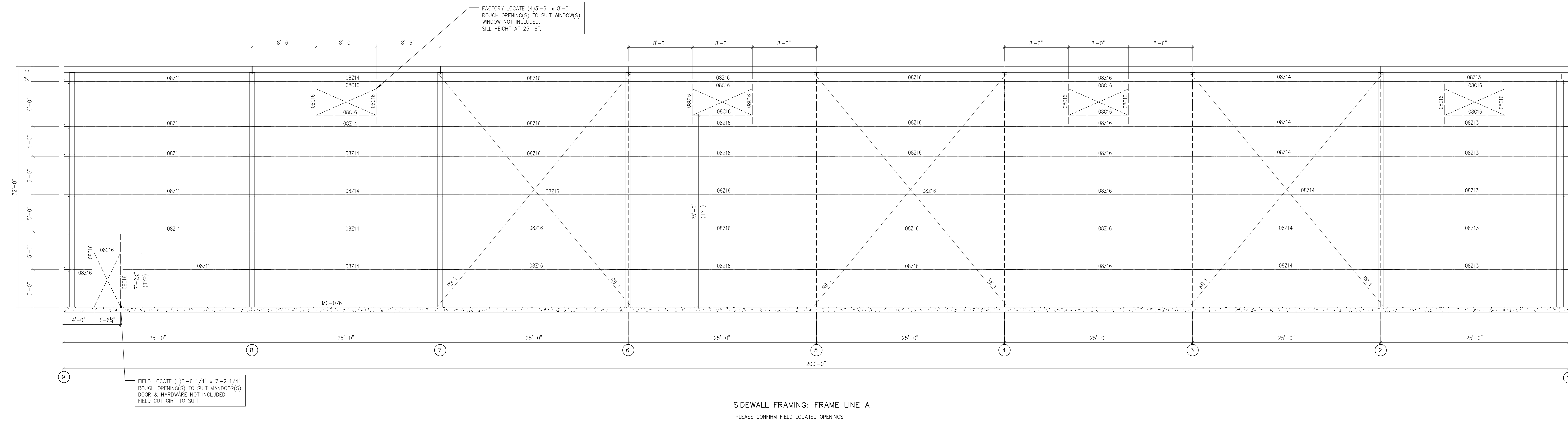
PLEASE CONFIRM FIELD LOCATED OPENINGS



Drawing # 15 Dated March 2, 2022

MANUFACTURING PROCEEDING

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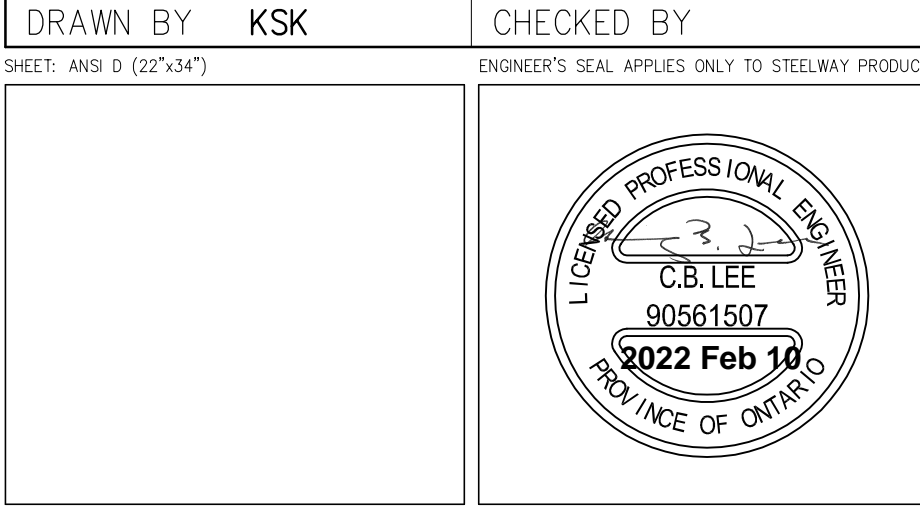


SIDEWALL FRAMING: FRAME LINE A

PLEASE CONFIRM FIELD LOCATED OPENINGS

1	02/09/2022	EB	REVISED SIDEWALL FRAMING
0	01/26/2022	EB	ISSUED FOR INFORMATION
Rev.	Date	By	Description

CLIENT	GLOBAL STEEL BUILDINGS
PROJECT	GREEN LID DUNDALK
PROJECT LOCATION	DUNDALK, ONTARIO
DRAWING NAME	SIDEWALL ELEVATIONS
DRAWING No.	76198-S6
DRAWN BY	KSK
CHECKED BY	C.B. LEE
DATE	2022 Feb 16



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 FIRE2022-008

Title of Report: FIRE2022-008- Sale of Pumper 7
Department: Fire
Council Date: March 2, 2022

Recommendation:

Be it resolved that Council receive Staff Report FIRE2022-008 for information;

Background:

On January 19th staff report FIRE2022-002 was presented to Council for information indicating the Pumper 7 was to be listed on GovDeals and staff would report back to Council with an offer for Councils consideration.

Staff Comments:

The 1996 International Pumper 7 was listed on GovDeals February 1st 2022 until February 15th 2022 with a hidden reserve of \$15,000.00 to reflect the projection in the budget. The highest bidder was Billie Petkovski of London Ontario for \$18,401.00. Due to being above the projection in the 2022 budget staff have gone ahead with the sale of the vehicle.

Financial Implications:

There are no financial implications as the offer is more than what was projected in the 2022 budget.

Communications & Community Action Plan Impact:

This report has been written and presented to Council to communicate accurate information to the public. 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 PW2022-010

Title of Report: PW2022-010 Department Report
Department: Public Works
Branch: None
Council Date: March 2, 2022

Recommendation:

Be it resolved that Council receive Staff Report PW2022-010 for information.

Background:

Public Works Department update.

Staff Comments:

Transportation and Public Safety:

1. Release of tenders for sidewalk machine, tandem plow truck and loader brusher head with closing date of March 1, 2022, and tenders for Single Surface Treatment, Hot Mix Paving, Cold In-Place Recycled Mix and 4x4 crew cab 2500 series pick-up truck with plow equipment are advertised closing March 8, 2022, both at 2 pm respectively with virtual meeting openings, are advertised in newspapers and posted on the Township website.

2. The Public Works Manager issued a Declaration of Significant Weather Event for Southgate as of 7am Saturday February 19, 2022. Later Saturday afternoon a plow truck was dispatched to Southgate Sideroad 11, 15 vehicles were stranded, and 4 vehicles abandoned that police had to have towed. Sunday February 20, 2020, in the evening an operator was called in to plow in the vicinity of Southgate Sideroad 03 & Southgate Road 08 roads. The significant weather event impacting Southgate roads was declared over at 12 noon Monday February 21, 2022.

The Spring 2022 Tax Newsletter has the following Public Works message:

During the winter months there are times of severe weather hazards, poor visibility conditions, drifting snow and/or ice accumulation when travel on the Township of Southgate roadways is unsafe. The Township of Southgate will declare a Significant Weather Event when the roads are unsafe and/or impassable with the potential to pose a significant danger to users of the roadway in the area. Be advised that when a Significant Weather declaration has been made it can last for multiple days and will remain in effect until the weather event is over and roads have been maintained and are safe to travel. The declaration will then be lifted by the Public Works Manager and it will be posted on Social Media and our website. The declaration of a significant weather event isn't notice of a reduced level of service or a road closure. It is to notify the public that due to the current or forecasted

conditions, caution is to be observed when travelling on roads maintained by Southgate. It may take longer than usual to bring the roads back to optimal conditions.

This type of declaration will be posted on Facebook (facebook.com/TownshipofSouthgate) and on our Township website (www.southgate.ca/en/WeatherRoadConditions) and distributed to local radio media outlets.

The Significant Weather Event is applicable and supported in Ontario Regulation 239/02 Minimum Maintenance Standards.

3. Dundalk Downtown snow removal was completed by staff in the overnight of February 22, 2022.

4. Half Load Restrictions will be in effect and posted on Tuesday March 1, 2022.

5. Unit 113 Trackless sidewalk machine was picked up and a rental machine dropped off in Dundalk due to machine repairs that made the equipment unsafe for operation. The brakes, drive yoke, hydrostat pump and wiring issues are quoted for repairs. The Work Equipment LTD (Trackless dealer) has provided a quote of \$22,539.20 for the repairs.

Water & Wastewater:

1. Operators repaired a watermain break on February 16, 2022 on Victoria Street East.

Waste Resources and Diversion Management:

1. The Public Works Manager was in contact with Cleanfarms regarding the Bruce County Pilot Bale Wrap program. The pilot program is funded federally by Agriculture and Agri-Food Canada. The Bruce County municipal depots involved in the project, supplies farmers with large collection bags, provide by Cleanfarms and will accept bale wrap, silage plastic, bunker covers and baler twine. Farmers must knock off any excess debris or mud and pack the bales when the materials are dry. The bale wrap presser is basically a wooden crate with a plunger attachment plate to a loader fork. It compresses the plastic wrap into four-foot bales that can weigh 900 pounds. Cleanfarms has an end - user in Quebec for recycling the materials. In discussions with Carly Fraser from Cleanfarms, while this is a pilot program, they are hoping in the future they can expand into Grey County, and Public Works Manager, Jim Ellis has proposed that Southgate would be very much interested in partnering with Cleanfarms when an opportunity arises, which Carly acknowledged they would keep us informed on the progress.

Carly mentioned an opportunity that Cleanfarms are looking for someone that would be able to consolidate and bale material on their property using one of

these compactors. (Attachment #1). Cleanfarms are able to pay for storage and labour costs through the pilot project, if there is an interest in Southgate, the Public Works Manager can arrange to communicate to Cleanfarms.

2. Saturday February 19, 2022, the Egremont & Dundalk Transfer Stations were closed due to the inclement weather conditions as well as encouraging residents not to travel roads.

Financial Implications:

These items were included in the 2022 Operating & Capital budgets.

The Unit 113 Trackless Operating Repair & Supplies Budgets for 2022 total is \$6,000.00, with the remaining funded through potential savings in other equipment budgets in 2022.

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 PW2022-010 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

Attachments:

Attachment #1 – Bale Press Example



**Township of Southgate
Administration Office**

185667 Grey County Road 9
Dundalk, ON N0C 1B0



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

February 7, 2022

To whom it may concern:

Re: Letter of Support for the South East Grey Community Health Centre

The Township of Southgate values and supports the community based health services provided by the South East Grey Community Health Centre and access to primary care is an essential element of ensuring a healthy and vibrant community.

Our citizens are presently underserved which is evidenced by a growing waitlist of people who are in need of a Physician or Nurse Practitioner to look after their health care needs. You are no doubt aware that effective primary care is cost effective as it reduces the need for people to access health care via the Emergency Departments of our hospitals.

We understand that the South East Grey Community Health Centre presented a business case to Ontario Health in May 2021, that requests an increase of \$1.4 million to its base funding which would allow them to add much needed medical staff and enable greater access to primary care. Ontario Health forwarded this business case to the Ministry of Health in December 2021.

The Township of Southgate fully supports this request and strongly encourages the Ministry to provide a speedy approval so that we can ensure our citizens receive much needed access to primary care.

Please do not hesitate to reach out to me directly if you would like to discuss further.

Regards,

Mayor John Woodbury
Township of Southgate

cc: The Honourable Bill Walker, MPP, Bruce-Grey-Owen Sound
The Honourable Christine Elliot, Deputy Premier and Minister of Health
Dr. Catherine Zahn, Deputy Minister of Health
Patrick Dicerni, Assistant Deputy Minister of Health
Nadia Surani, Director, Primary Health Care
Mathew Anderson, President and CEO, Ontario Health
Susan deRyk, Chief Regional Officer, Ontario Health, Central and West

SAUGEEN MOBILITY

and REGIONAL TRANSIT

GENERAL BOARD MEETING MINUTES

Friday, December 3, 2021, 1:30 p.m.

Board Members Present: Councillor Warren Dickert, Town of Hanover Councillor, Board President
Councillor Beth Hamilton, Municipality of West Grey, Board Vice-President
Vice Deputy Mayor Mike Myatt, Town of Saugeen Shores, Board Past President
Councillor Dave Cuyler, Municipality of Kincardine (at 1:50 p.m.)
Deputy Mayor Mark Davis, Municipality of Arran-Elderslie (for Doug Bell)
Councillor Jim Frew, Township of Southgate
Dean Leifso, Municipality of Brockton
Councillor Ed McGugan, Township of Huron-Kinloss

Board Members Absent: Mayor Scott Mackey, Township of Chatsworth

Others Present: Roger Cook, Manager
Catherine McKay, Recording Secretary

The meeting was conducted by videoconference in light of the COVID-19 pandemic.

1. Call to Order

President Warren Dickert called the meeting order at 1:30 p.m..

2. Disclosure of Pecuniary Interest and Declaration of Conflict of Interest

None declared.

3. Approval of the Agenda

Motion #2021-0076

Moved by Mike Myatt; Seconded by Beth Hamilton

That the agenda for December 3, 2021 be amended to add item 9A Approval of Motions Made by Email, 9B Level of Service Committee Meeting Notes and Recommendations and 9C HR Committee Meeting Notes and Recommendations and that the agenda be accepted as so amended.

Carried

4. Minutes of the October 29, 2021 General Board Meeting

Motion #2021-077

Moved by Dean Leifso; Seconded by Beth Hamilton

That the Board approve and adopt the minutes of the October 29, 2021 General Board Meeting as circulated.

Carried

The Manager clarified the last bullet point in item 8E of the minutes noting that the partnership agreement is working as it was designed to. It is not driving the numbers up and ridership changes can result in an increase or decrease in the municipal share of each partner each year. The \$800,000 proposed contribution for 2022 would have represented a 6.67% increase over 2020.

Mike Myatt informed that Board that he received a call regarding hours of service from clients who wanted to go from Southampton to the Festival of Lights in Owen Sound but could not due to the hours of service ending at 6:00 p.m. The President noted that this issue will be covered later in the agenda.

5. Business Arising from the Minutes

The following items were reviewed as business arising:

- The Pay and Benefits Policy will be considered as item 8 on the agenda.

- The Manager has been in touch with Miguel Pelletier, Director, Transportation and Environmental Services regarding the Bruce County Master Transportation Plan and will be meeting with him again.
- Grey Highlands is considering including funding in its 2022 budget to join SMART.
- The August Civic holiday will be addressed in agenda item 8.
- The Manager reported that the administration of the vaccination policy is going smoothly.
- The Board will be reviewing the partnership agreement in the New Year.
- The budget and the Level of Service Committee meeting notes and recommendations will be covered in agenda item 9.
- The Board is working on how to make SMART meetings accessible to the public and this will be addressed at the next meeting.
- The Manager explained that according to Grey Bruce Public Health, SMART can carry more passengers as long as they are all vaccinated, although it is difficult to ensure that this is the case. He said that sticking to the load restrictions is manageable.

6. Correspondence

The items of correspondence were received for information.

7. Manager's Reports and Recommendations

A. Report 2021-35 October 2021 Operational

The Manager presented the report.

Motion #2021-078

Moved by Mike Myatt; Seconded by Ed McGugan

That Report 2021-35 October 2021 Operational be approved as presented.

Carried

The Manager noted that every year, ridership and population are used to calculate SMART's share of the pool of gas tax money such that if all transit services have the same change in ridership and population, they would see no change in their share. If population and ridership stay the same, the grant would change only if the overall pool of funds changes. The Province recognizes that the pool of gas tax funds has gone down and has indicated that it will top up the available funds for 2022. It usually makes a funding announcement in November each year although no word has been received so far this year. Funding is based on ridership in the previous year and SMART's share should be the same, as all services have experienced the same decline in ridership.

The Manager was asked to add to operational reports how the deficit is to be covered by gas tax funds because it appears from the budget that SMART is in a deficit position, which is not the case. The Manager explained that the operational deficit is fully funded by gas tax revenue.

B. Report 2021-36 2021 Client Surveys

The report was received for information and the Manager noted that the surveys contain some strongly positive comments along with concerns about service cuts and cost, although overall they are very supportive. The survey asked if SMART should have a booking "app" with half in favour. The results are expected to be available for the next Board meeting. More general surveys have been done in the past and this is the most detailed survey so far.

C. 2021-37 Group Excursion Fees

The Manager presented the report.

Motion #2021-079

Moved by Beth Hamilton; Seconded by Jim Frew

That Report 2021-37 Group Excursion Fees be approved as presented.

Carried

The following points were made in the discussion:

- Dave Cuyler had an inquiry from Community Living about whether rides to evening hockey games were individual or group. The Manager noted that the only option for rides after 6:00 p.m. during the week and after 5:00 p.m. on Saturday is excursions. Dave Cuyler said that he would explain this to Community Living. It was noted that hours of service will be discussed later on the agenda.
- The Manager provided an update on the 18 passenger bus which is 16 years old, being a 2006 model and in need of about \$10,000 in work to pass the emissions test. It is near the end of its life, will be used until just before Christmas and then sold.
- SMART's fleet consists of 1 30-passenger bus, and 11 9-passenger buses, plus 3 more on order.
- The rates in the report were reviewed, and it was noted that the Level of Service Committee discussed a single rate rather than two, and the Manager noted that smaller buses are cheaper to operate.
- Time is calculated from when the bus arrives at the group home or care residence and ends when unloading is finished. There is no fee for the trip from Solway to the membership area.

D. 2021-38 2022 Operational Budget - Revised

The Manager presented the report, noting that in the last line in the paragraph at the top of p. 32 in the package, the word "budget" should be "deficit".

Motion #2021-080

Moved by Jim Frew; Seconded by Beth Hamilton

That Report RAC2021-38 be approved and that SMART's 2022 Operational Budget be sent to member councils for comment.

Carried

The following points arose in the discussion:

- Nothing in writing has been received regarding government commitment to gas tax funding for 2022.
- The amount in the gas tax fund has no impact on the budget. If SMART receives more gas tax than it budgeted for, the funds go into the gas tax account and more would be left at the end of the year. It is better to budget for a lower amount of gas tax and get more, rather than vice versa.
- The per capita calculation done by the Manager is based on information found in the Ontario Specialized Transit Services Fact Book. The Province uses its own population statistics for its calculations.
- Mark Davis said that a 22% increase for Arran-Elderslie will be difficult to sell and he would a five year rolling average used as the basis for calculating the share. He asked if this issue could be voted on for 2023 to even out the hills and valleys of the contribution. The President noted the partnership agreement sets the method for calculating a partner's share and the agreement will be on a Board agenda early in 2022.
- The Manager estimated that the \$350,000 in the gas tax reserve is not a lot and includes last year's surplus. He believes it is prudent to keep those funds in the reserve and it is only due to COVID causing a reduction in rides that this amount is in the account. The President noted that this situation led to the level of service review. Mike Myatt further noted that a few years ago there was nothing in the reserve which led to changes being made and it would be a positive step to leave a healthy reserve for the next Board.
- The 30 passenger bus is a 2014 model and the same age now as the one it replaced. It cost \$175,000 in 2014 and would cost about \$300,000 to replace.
- The Manager noted that long rides cost more than short rides and it is important to monitor rides. He added that there is no direct correlation between the number of rides and the amount of gas tax funding. For example, a ride to London and back would result in the same amount of gas tax as a shorter ride, but would generate more revenue for SMART.

- Operational reports should refer to “capacity” rather than “rationing” of rides.
- The President thanked the Manager for his efforts in developing the budget.

8. Pay & Benefits Policy

Catherine McKay presented the policy noting that it simplifies the Group Health Benefit Plan by removing previous information about the specifics which are contained in the benefits booklet.

The addition of the Civic Holiday means that all SMART staff would have the day off with pay and those who work would be paid time and a half. The Manager said that the cost is about \$4,000 annually.

Motion #2021-081

Moved by Mike Myatt; Seconded by Dave Cuyler

That the Pay and Benefits Policy be approved as presented.

Carried

9. Other Business

A. Approval of Motions Made by Email

Motion #2021-082

Moved by Dave Cuyler; Seconded by Ed McGugan

That the Board approve a wage adjustment of a 2.9% increase for all SMART staff effective the first pay period of 2022.

Carried

Motion #2021-083

Moved by Mike Myatt; Seconded by Dave Cuyler

That the Board approve the resumption of group excursions, and that they be allowed outside of SMART's regular hours of operation, effective immediately.

Carried

It was clarified that group excursions would be allowed on Sundays because Sunday is outside of regular operating hours.

B. Level of Service Committee Meeting Notes and Recommendations

Beth Hamilton noted that as a result of concerns raised about hours of operation and level of service, the Level of Service Committee met twice in November for more than an hour each time, with the Manager also in attendance. The Manager circulated the minutes of these meetings and an updated Level of Service Committee report to Board members prior to the meeting. When the Committee met in January 2019, SMART faced a number of challenges including a deficit funded by a line of credit and no capital funding. A strategic plan developed with the assistance of OMAFRA and the Town of Hanover identified the scope of services. In January 2020, a report was presented to the Board which compared SMART to seven peer municipalities listed in the Ontario Specialized Transit Services Fact Book. At that time, SMART was a service providing rides to any eligible client, anywhere in Ontario, anytime which gave rise to questions about sustainability. When the pandemic began, the Level of Service initiative was paused and as of March 1, 2021, SMART defined its service area and hours of operation as Monday to Friday, 6:00 a.m. to 6:00 p.m., and Saturday from 7:00 a.m. to 5:00 p.m., but always providing service for dialysis. The Committee's updated report made recommendations to allow group excursions, extend Friday and Saturday operating hours to midnight and to discuss Sunday and Christmas holiday service further with the Board.

Mike Myatt suggested that it is acceptable to revisit previous decisions which were the result of a lot of work but which perhaps went too far. He said he would like to see service extended to 9:00 p.m. Monday to Thursday to allow people to go out to the Festival of Lights and that this could be done

over a 3 – 4 week trial period. Most of the complaints he has received have related to people's inability to go to the Festival of Lights because they have to be home by 6:00 p.m. due to the hours of operation. He felt that it would be a positive step to extend the hours to midnight for one month.

Dave Cuyler noted that he too had received complaints which were difficult to hear and agreed that service should perhaps be opened up as much as possible for the holiday season, and in January usage could be reviewed and users surveyed. He noted that if the service isn't used, there is no cost.

The Manager explained that there would be some operational difficulties in extending service on short notice as it requires informing clients and it can be difficult to get information to all clients as some have understanding difficulties, and many do not have computers or email. If clients can't be informed of the changes, they won't be in a position to use the service during extended hours. Also, if there are more rides in the evening, fewer rides will be available during the day. He asked that hours of operation be consistent to avoid creating operational difficulties.

Ed McGugan agreed that there are a number of factors affecting client demand and a steady hand is required. He noted that the Board made a difficult decision on hours of service and only history will tell if it was correct. In the meantime, SMART may need to weather complaints and concerns by explaining the financial considerations, i.e. that the number of rides translates into costs and the municipalities are concerned about the cost and have the right to exercise their ability to withdraw from the partnership. He noted that capacity limits will be important going forward out of COVID.

Dean Leifso agreed adding that SMART needs to be consistent with service which may give rise to more complaints. While there may be letters from Councils about leaving, there is no more money and they may not be aware of the background of the level of service issue. He pointed out that SMART's clients are people who have no other transportation options but it may still have to cut back to the necessities. While social activities are important, it would be difficult to say that service should not be extended to take people to church. Service needs to be consistent taking into account the financial impact, capacity limits and possibly a "first come first served" approach which may cause people who are denied service to be unhappy. He asked if SMART should not go back to providing service seven days a week with load capacities in place.

Beth Hamilton noted that the Level of Service Committee stated that service should be consistent taking into account capacity and perhaps things could open up gradually in June. Every system has hours of operation and SMART should focus on the biggest need, recognizing that if there is a big ride on Monday evening, this might take hours away from Wednesday afternoon, for example.

Mark Davis pointed out the increase to Arran-Elderslie of 23% which he believes is out of proportion. He referred to carbon usage, suggesting that one person should not be put on a bus to see the Festival of Lights for example because this creates a large carbon footprint and thought should be given to how many tax dollars and how much fuel this requires. The President requested that Mark Davis and the Manager discuss this issue following the meeting.

The Manager fully supports evening service within budget and capacity limits. More evening rides will lead to fewer rides Monday to Thursday, but this can be spread over 5, 6 or 7 days. He added that SMART has always been a "first come first served" service and prior to COVID, the service was full. Expanding capacity would be better operationally if there were new hours of operation to work within. He added that many clients are in long term care facilities and going to the Festival of Lights is an important annual special event for them, even if they have been before. As for SMART's carbon footprint, electric vehicles might be an option once the issues can be overcome and hydrogen vehicles are still a few years away.

Beth Hamilton noted that SMART does not discriminate in where it takes clients except that long distance rides are for medical appointments only. She feels that opening up group excursions should address concerns in long term care homes and extending evening hours to midnight would allow people to go to a movie and dinner for example.

The President said that he is in favour of the change to midnight and weekend hours which will allow people to go to family events. He is not in favour of extending hours every night of the week, but perhaps Thursday to Saturday might be possible. The Manager is asked to manage within a budget and the Board cannot ask him to do more while not providing more funding.

The Manager explained that staffing on weekends might be difficult as only 4 or 5 drivers would be available and although some drivers want extra hours, there are staffing constraints. The President added that part of the challenge is deciding on the extended hours and that the changes should be implemented as soon as possible taking into account that the Manager has to operationalize them.

The Manager explained that the Christmas hours for this year have been communicated already and some rides have been turned down as not being within the hours of operation. It would not be fair to SMART clients to now reverse this change and it is not operationally feasible.

Discussion occurred about limits on capacity, which have always been in place.

Mike Myatt thanked Beth Hamilton and the Committee, noting that there did not seem to be an appetite to extend hours Monday through Thursday, but he supports extending hours to midnight on Friday and Saturday. It is heartbreaking to realize that people can't get where they want to go, and he would like to see hours of service reinstated, but that apparently will not happen today.

Beth Hamilton said that the Committee did not make a recommendation on Sunday service noting that there are many moving parts in such a decision and if it were to happen, time would be needed to staff up to the required level. She added that ridership is lower on Sunday and a ride to church actually equals two rides which uses up capacity.

The Manager said that pre-pandemic there were 20 – 25 rides on Sunday compared to 30 – 35 on Saturday. Drivers would have some concerns about now working Saturday and Sunday, since in the past the schedule gave them more consecutive days off. In addition, the Manager is the only point of contact which would mean he has to be available seven days a week with possibly no break. With capacity limits, operational efficiency declines and if there are more rides, there is greater efficiency, and so SMART should do as many rides as possible. He suggested reviewing Sunday service in 2022.

Ed McGugan said that there are two aspects to this issue, operational considerations and need. He noted that it is heartbreaking to have to limit Sunday operations, but the financial constraints are real. He would like to see service extended to Sunday, but it should be done in a step wise fashion. He cautioned against over-emphasizing efficiency to the detriment of effectiveness, which he has experienced and which had a negative effect on service. He suggested holding off on extending service to Sunday to first see the effect of the extension of hours on Friday and Saturday evening.

The Manager said that there is some elasticity in rides and cost, and without exact numbers, he would say that a 20% increase in the budget could result in an estimated 40 – 50% increase in rides since many of the costs are the same (e.g. insurance) regardless of the number of rides. Also, there are other holidays to consider, such as Thanksgiving which is very busy, as well as Easter.

Beth Hamilton suggested revisiting the issue of Sunday and Christmas service in six months, once it can be seen how the evening opening goes. Dave Cuyler said that review in six months would give

time to provide a lot of notice of any change. He added that the Level of Service Committee did a very good job. The President also thanked Beth Hamilton for chairing the Committee which made some difficult decisions.

The Board agreed to revisit the hours of operation in April and consider Sunday and holiday hours of service in the second quarter of 2022.

Motion #2021-084

Moved by Beth Hamilton; Seconded by Ed McGugan

That the Board approve the extension of operating hours on Friday and Saturday to midnight as soon as possible within the existing budget.

Carried

C. Human Resources Committee Meeting Notes and Recommendations

The President noted that Mike Myatt, Chair of the HR Committee, had left the meeting, so this item be deferred to the next meeting. He added that the Committee had done an in depth review of the benefits plan and agreed that the status quo should remain.

In concluding the meeting, the President thanked Jim Frew for his role in facilitating the donation from Flato Developments, noting that a picture had been taken of the cheque presentation which will be included with the press release. The next meeting on January 28, 2022 will include a review of the partnership agreement, specifically the question of municipal contributions being based on the previous year's ridership or whether there should be averaging of years, along with the strategic plan, so there will be significant and important material to cover. He also asked the Manager to be sure to share with the staff decisions on the pay increase and the additional paid holiday, noting that the staff will receive gift cards in lieu of a staff dinner.

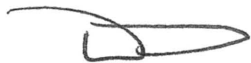
The President thanked Board Members for their input and willingness to engage in open conversations.

10. Adjournment

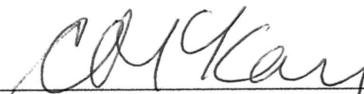
Moved by Dave Cuyler; Seconded by Mark Davis

That the Board of Directors of SMART adjourn at 3:40 p.m.

Carried



Warren Dickert, President



Catherine McKay, Recording Secretary

From: [Ask OFMEM \(SOLGEN\)](#)
To: [Holly Malynyk](#)
Subject: 132-2022-6 - Township of Southgate – Resolution of Support Annual Emergency Exercise Requirement
Date: February 10, 2022 3:12:00 PM

To: Holly Malynyk
Email: hmalynyk@southgate.ca

Dear Holly,

Thank-you for your email of December 16, 2021 regarding your request for an amendment to be made to O.Reg 380/04 in order to allow for exemptions to annual exercises when municipalities do experience real world emergencies.

In keeping with the province's plan to safely reopen Ontario and manage COVID-19 for the long-term, a decision was made to maintain the EMCPA's annual practice exercise requirement.

As of January 2022, this EMCPA requirement remains in place for 2022 unless advised otherwise by EMO, and municipalities should proceed to plan for this year accordingly.

I appreciate your suggestion and EMO will take it under consideration. Should the annual practice exercise requirement change, a communication will be sent to all municipal Community Emergency Management Coordinators to that effect.

Although the EMCPA includes the requirement to conduct an annual practice exercise, it does not state the scale, scope or complexity of the practice exercise or simulated emergency in order to comply with the annual requirement.

Regards,

AskOFMEM



Media Release

Feb. 14, 2022

Public health upgrading dental clinics

Oral health programs have continued despite challenges presented by pandemic

The Grey Bruce Health Unit's oral health programs, which include in-school screenings and free dental services for eligible low-income children and seniors, have continued throughout the COVID-19 pandemic.

"Many health units in Ontario suspended their oral health programs during the pandemic, so we are one of the few areas in the province that has continued offering these much-needed services to eligible clients," says Jason Wepler, the program manager who oversees the oral health portfolio.

Medical officer of health Dr. Ian Arra adds, "It wasn't an easy decision to commit to providing oral health services to the most vulnerable while our GBHU team was responding to the emergency. However, we had the utmost confidence we could deliver thanks to the unwavering commitment of our staff and managers to serve the community and by utilizing evidence-based emergency management and best management practices."

Public health is also undertaking a \$320,000 project to upgrade its dental clinic at the health unit headquarters in Owen Sound and has completed a \$336,000 renovation to its clinic at the South East Grey Community Health Centre in Markdale.

Contractors began renovating the Owen Sound clinic Jan. 10. The work includes constructing a third operatory, installing a panoramic dental X-ray machine and new dental cabinetry and creating an upgraded reprocessing room.

Wepler anticipates the work will be completed by the end of February.

Upgrades to the Markdale clinic wrapped up in mid-December. They include an improved reprocessing room and added charting room and storage as well as new dental cabinetry and a new dental chair.

Funding for the upgrades was provided by the Ministry of Health.

A healthier future for all.

101 17th Street East, Owen Sound, Ontario N4K 0A5 www.publichealthgreybruce.on.ca

519-376-9420

1-800-263-3456

Fax 519-376-0605

Public health has also re-applied for funding to add a fixed dental clinic and operatory in Bruce County, which is currently serviced only by mobile clinics. The application was submitted in early January.

The Grey Bruce Health Unit oversees four mandated oral health programs.

An assessment and surveillance program involves dental hygienists screening children at all Bluewater District School Board, Bruce Grey Catholic District School Board, private and Mennonite/Amish schools in Grey-Bruce as well as École catholique Saint-Dominique-Savio in Owen Sound.

About 6,720 students were screened in 2019/20 and that number dropped to 1,441 students in 2020/21 due to pandemic-related school closures. So far this school year, 3,456 students have been screened.

Students in schools considered low-risk are screened in junior kindergarten, senior kindergarten and Grade 2, while students in medium-risk schools are also screened in Grade 4 and students in high-risk schools are also screened in Grade 7.

“We’re on target to have all eligible students screened this year,” Weppler said.

The health unit also runs a Healthy Smiles Ontario program, which provides free preventative, restorative and emergency dental services for eligible children and youth aged 17 and under, as well as the OSDCP, which provides those same services as well as dentures for eligible seniors aged 65 and up.

Nearly 7,000 clients were seen at public health dental clinics in Owen Sound, Markdale, Walkerton and Wiarton in 2019, while 2,173 were seen in 2020 and 2,015 in 2021.

The clinics are used primarily by seniors. The majority of children enrolled in Healthy Smiles Ontario are referred to outside dental providers.

Public health also oversees the Children’s Oral Health Initiative, a Health Canada program aimed at increasing access to preventative oral health services for Inuit and First Nations children up to seven years of age.

The program has been placed on hold during the pandemic, as per a mutual agreement between public health and Indigenous partners. It’s expected to relaunch this winter.

Attachment: Photo of the new dental chair at the Grey Bruce Health Unit’s dental clinic in Markdale.

For More Information:

To connect with the medical officer of health or the program manager, please contact:
 Denis Langlois, communications co-ordinator
 Grey Bruce Health Unit

519-376-9420 or 1-800-263-3456 ext. 1315
Communications@publichealthgreybruce.on.ca

From: Julian, Peter - Riding 1D <peter.julian.c1d@parl.gc.ca>

Sent: February 15, 2022 1:54 PM

To: Julian, Peter - Riding 1D <peter.julian.c1d@parl.gc.ca>; Gesner, Lindsay (Julian, Peter - MP) <lindsay.gesner.819@parl.gc.ca>; Mah, Doris (Julian, Peter - MP) <doris.mah.819@parl.gc.ca>

Subject: (Ontario) Seeking your endorsement for Bill C-229 - Appel à votre soutien pour le projet de loi C 229

Dear Mayors and Councils,

Everyone deserves to live in safety and dignity. Everyone has the right to feel welcomed and respected in their community. Yet, during the pandemic, racist incidents reported to police have increased at an alarming rate. Tragically, we have seen an increase in Islamophobia, anti-Semitism, racism, homophobia, transphobia and misogyny in our society. We see rising racism against Indigenous people, Black, Asian and other racially marginalized communities, while symbols of hate continue to be displayed and sold across our country.

Last week, I re-tabled my [Private Member's Bill C-229, *An Act to Amend the Criminal Code \(banning symbols of hate\)*](#), to prevent anyone from selling and displaying symbols that promote hatred and violence against identifiable groups. It is a tool designed to address the growing violence and hate that we are seeing in many Canadian communities.

Thank you to those who joined the call in the previous Parliament for Bill C-229. Today, I am seeking your continued support for this legislation. To those who did not have a chance to show your support in the last parliament, I am seeking your endorsement. This is an opportunity to join tens of thousands of Canadians in calling on the federal government and all MPs to ban the sale and display of hate symbols.

[FOR IMMEDIATE RELEASE - NDP bill would ban hate symbols](#)

Allowing these symbols of hatred to be sold in stores or publicly displayed is threatening for people who have been, and continue to be, targets of violence and oppression.

As we've seen in the past two weeks, during protests around the *Convoy for Freedom*, Canadians witnessed vile and hateful genocidal displays of hate symbols such as Nazi swastikas and the flying of Confederate flags at the very center of Canadian democracy.

With hate crimes on the rise across Canada, we must do everything we can to stop the spread of hate in our communities. Municipalities across the country are seeing the same trend in hate crimes. Hate and associated extremist ideology is spreading like wildfire on the Internet. Even today, many Canadians are saddened by the lack of recourse against the display of symbols that incite hatred. The time for rhetoric is over: the time for action is now.

Banning symbols of hatred like swastikas or Klu Klux Klan insignia, flags such as the standards of Nazi Germany from 1933 to 1945 and those of the white supremacist Confederate States of America from 1861 to 1865, is an important step the federal government should take now for all Canadians to feel safe and secure against hate.

I am seeking your support and public endorsement in the 44th Parliament to urge the federal government and all MPs to support Bill C-229

Please consider using the following text:

On behalf of _____ (Number of residents), _____ (Name of the municipality) endorses MP Peter Julian's Private Member's Bill C-229 - Banning Symbols of Hate Act.

I hope that I can count on you and your council to endorse Bill C-229. Thank you very much for your consideration. I look forward to hearing back from you soon.

If you have questions and require further information, please feel free to contact my assistant Doris Mah, at 604-353-3107 peter.julian.c1d@parl.gc.ca.

Sincerely,

Peter Julian, MP
New Westminster - Burnaby

Chers Messieurs les Maires, Mesdames les Maires, Mesdames et Messieurs membres des conseils municipaux,

Chacun mérite de vivre dans la sécurité et la dignité. Chacun a le droit de se sentir accueilli et respecté dans sa collectivité. Pourtant, pendant la pandémie, les incidents racistes signalés à la police se sont multipliés à un rythme alarmant.

Tragiquement, nous avons constaté une augmentation de l'islamophobie, de l'antisémitisme, du racisme, de l'homophobie, de la transphobie et de la misogynie dans notre société. Nous constatons une hausse du racisme envers les personnes autochtones, noires et asiatiques et d'autres groupes racialement marginalisés, tandis que des symboles haineux continuent d'être affichés et vendus à l'échelle du pays.

La semaine dernière, j'ai déposé de nouveau le [projet de loi d'initiative parlementaire C-229](#), Loi modifiant le Code criminel (interdiction des symboles de haine), qui vise à interdire à quiconque de vendre et d'exposer des symboles qui fomentent la haine et la violence à l'égard de groupes identifiables. Il s'agit d'un outil pour combattre la montée de la violence et de la haine dans les communautés à travers le Canada.

Je remercie tous ceux et celles qui ont soutenu le projet de loi C-229 lors de la 43^e législature. Aujourd'hui, je sollicite de nouveau votre appui.

A ceux et celles qui n'ont pas eu l'occasion de l'appuyer auparavant, j'espère pouvoir compter sur votre soutien pendant cette 44^e législature. C'est l'occasion de vous joindre à des dizaines de milliers de Canadiens et Canadiennes pour demander au gouvernement fédéral et à tous les député.es d'interdire la vente et l'exposition de symboles haineux.

[POUR DIFFUSION IMMÉDIATE – Un projet de loi du NPD interdirait les symboles haineux](#)

Donner libre cours à la vente en magasin et à l'exposition publique de ces symboles haineux s'avère une menace inquiétante pour les personnes qui ont déjà été, et continuent d'être, la cible de violence et d'oppression ou qui le sont encore.

Depuis deux semaines, les Canadiennes et les Canadiens ont vu des manifestants du « convoi de la liberté » brandir d'odieux symboles génocidaires et haineux, tels que des croix gammées nazies et des drapeaux confédérés, au cœur même de la démocratie canadienne.

Les crimes haineux étant en hausse partout au Canada, nous devons faire tout ce qui est en notre pouvoir pour arrêter la propagation de la haine dans nos collectivités. Partout au pays, les municipalités constatent la même tendance en matière de crimes haineux. La haine et l'idéologie extrémiste qui l'accompagne se répandent comme une traînée de poudre sur Internet. Encore aujourd'hui, de nombreux Canadiens et Canadiennes sont attristés par l'absence de recours contre l'affichage de symboles qui incitent à la haine. Le temps de la rhétorique est révolu : le moment est venu d'agir.

Interdire les symboles de haine comme les croix gammées ou les insignes du Ku Klux Klan, les drapeaux comme les étendards de l'Allemagne nazie de 1933 à 1945 et ceux de la suprématie blanche des États confédérés d'Amérique de 1861 à 1865, est une mesure importante que le gouvernement fédéral devrait prendre maintenant pour que l'ensemble de la population canadienne se sente en sécurité et à l'abri de la haine.

Je sollicite votre appui et votre soutien public au cours de la 44^e législature pour inciter le gouvernement fédéral et tous les député.es à appuyer le projet de loi C-229.

Je vous propose d'utiliser la résolution suivante :

*Au nom de ses _____ (nombre de résidents) résidents,
_____ (nom de la municipalité) soutient le projet de loi C-229,
Loi sur l'interdiction des symboles de haine, d'initiative parlementaire du
député Peter Julian.*

Je vous remercie de l'attention que vous porterez à ma demande. J'espère pouvoir compter sur votre soutien et recevoir bientôt de vos nouvelles.

Merci beaucoup pour votre considération. N'hésitez pas à contacter mon adjointe Doris Mah au 604-353-3107 peter.julian.c1d@parl.gc.ca si vous avez besoin de plus amples informations.

Sincères salutations,

Peter Julian, député
New Westminster—Burnaby

Office of Peter Julian, MP (New Westminster-Burnaby) | Bureau du député Peter Julian (New Westminster-Burnaby)
New Democratic Party | Nouveau Parti démocratique

I acknowledge that I work on the unceded traditional territory of the Algonquin, Haudenosaunee and Anishinabek peoples.
Je reconnais que je travaille sur le territoire non-cédé des nations Algonquine, Haudenosaunee et Anishinabek.

New Westminster is located on the unceded and traditional territory of the Halq'eméylem speaking Coast Salish peoples. This includes the nations of the Qayqayt, q'wa:ńł'əń (Kwantlen), Katzie, k'wikwəłwəm (Kwikwetlem), x'wəθk'wəyəm (Musqueam), Stó:lō, scəwaθn məsteyəx'w (Tsawwassen), and Tsleil-Waututh.

Burnaby is located on the ancestral and unceded homelands of the ɬəŋqəmiŋəm and Skwxwú7mesh speaking peoples as well as all Coast Salish peoples.

(TEL) 613.992.4214 | (CELL) 613.222.4074 | FAX) 613.947.9500

UFCW | TUAC

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"My friends, love is better than anger. Hope is better than fear.
Optimism is better than despair. So let us be loving, hopeful and optimistic. And we'll change the world."

-Jack Layton, 1950-2011

« Mes amis, l'amour est cent fois meilleur que la haine. L'espoir est meilleur que la peur.
L'optimisme est meilleur que le désespoir. Alors aimons, gardons espoir et restons optimistes.
Et nous changerons le monde. »

-Jack Layton, 1950-2011

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Bell Mobility Inc.
5099 Creekbank Road ,D-6
Mississauga, ON L4W 5N2

VIA MAIL and FAX: 519-923-9262

February 18, 2022

The Corporation of the Township of Southgate.
185667 Grey Road 9, R.R.#1
Dundalk, Ontario
N0C 1B0

Attention: Clerks Office

Re: Lease Agreement dated May 1, 2012 between The Corporation of the Township of Southgate, and Bell Mobility Inc., with respect to the property municipally known as 185667 Grey Road, Dundalk, ON Our Reference#: W3854

As the current term of the above reference Lease will expire on July 31, 2022, we are pleased to inform you that Bell Mobility intends to maintain its tenancy on this property for the operation of a cellular tower.

Accordingly, your Lease will be automatically renewing for the five (5) year period commencing August 1, 2022 and ending July 31, 2027.

Please note that this is a courtesy notice only and the Lease remains in full force and effect in accordance with the terms of the original agreement.

We look forward to a continuing and mutually beneficial partnership with you as we deliver reliable wireless services to your community.

Thank you in advance for your attention to this matter.

Sincerely,
Bell Mobility Inc.
Real Estate Services GTA

S. Wein

Susie Hutchinson-Wein
Manager - Real Estate Services

SAUGEEN VALLEY CONSERVATION AUTHORITY

Conservation through Cooperation

MINUTES

Meeting: Authority Annual Meeting
Date: Thursday, January 20, 2022, 1:00 p.m.
Location: Electronic
Chair: Maureen Couture

Members present: Paul Allen, Mark Davis, Barbara Dobreen, Dan Gieruszak, Cheryl Grace, Tom Hutchinson, Steve McCabe, Don Murray, Dave Myette, Mike Niesen, Sue Paterson, Diana Rae, Christine Robinson, Bill Stewart

Others present: Dick Hibma, Chair Pro Tem
Jennifer Stephens, General Manager / Secretary-Treasurer
Erik Downing, Manager, Environmental Planning and Regulations
Donna Lacey, Manager, Forestry and Lands
Laura Molson, Manager, Corporate Services
Janice Hagan, Executive Assistant / Recording Secretary
Special Guests

Chair Maureen Couture called the meeting to order at 1:00 p.m.

Land Acknowledgement:

As we work towards reconciliation with Indigenous people, we begin our meeting today by respectfully acknowledging that we are situated on Traditional Territories and Treaty Lands, in particular those of the Chippewas of Saugeen Ojibway Territory known as the Saugeen Ojibway Nation.

As shared stewards of Ontario's land and water resources – along with the First Nations community – Saugeen Valley Conservation Authority appreciates and respects the history and diversity of the land and its peoples and is grateful to have the opportunity to meet in this territory.

1. Adoption of Agenda

Motion #G22-01

Moved by Steve McCabe

Seconded by Cheryl Grace

THAT the agenda be adopted as presented.

CARRIED

2. Declaration of Pecuniary Interest

No persons declared a pecuniary interest relative to any item on the agenda.

3. Approval of Authority Meeting Minutes – December 16, 2021

Motion # G22-02

Moved by Paul Allen

Seconded by Bill Stewart

THAT the minutes of the Authority meeting held on December 16, 2021, be approved as circulated.

CARRIED

4. Chair's Address

Chair Couture gave the following address:

Good afternoon, Board members, staff, and honoured guests. Welcome to the Saugeen Valley Conservation Authority annual general meeting.

Once again, we meet during the COVID-19 pandemic. I am sure we are all pandemic-fatigued, unable to carry on the way we have in the past. First, I wish to extend the Board's thanks and gratitude to our staff during these difficult times throughout 2021. Our staff have continued to provide the services needed to operate our authority in these very difficult times. As can be seen from the various reports, our business has not slowed down at all, and staff have been wonderful in coping with it throughout the pandemic. Thank you.

The Great Lakes water quality is facing unprecedented growth and development in our watershed communities. It is important for us to continue our monitoring efforts to be able to identify trends and be proactive in our remediation projects.

Severe weather events are becoming more frequent with extreme rainfall creating flood and erosion risks; it is more important than ever for SVCA to be diligent in its application of the regulation.

As you may be aware, the Province of Ontario has introduced amendments to the *Conservation Authorities Act*. This has caused our staff to be busier than ever to comply with these changes. It has been very difficult for conservation authorities throughout Ontario as regulations are slow in coming, and deadlines have been imposed that have been challenging to meet. This will be an ongoing process for the next few years. The province has implemented a two-tier approach with respect to our services, those that they deem mandatory, and those that are deemed discretionary. This will result in our having discussions with our watershed municipalities and providing a tailor-made solution for each municipality, depending on their desires, needs, and finances. This will be undertaken over the next 18 months or so.

Another ongoing challenge is fluctuating water levels in Lake Huron, causing more shoreline hazards such as flooding and erosion. It is incumbent on SVCA to protect people and property along the shoreline.

Some of the projects the authority has undertaken during 2021 include:

- Strategic Plan development, re-branding and logo, and a new website,
- Repairs to the Durham upper dam pedestrian walkway,
- Re-affirmed the desire to update floodplain mapping – we are looking to move forward on this initiative in 2022,
- Partnering with the Nuclear Waste Management Organization to conduct water monitoring in the Teeswater area,
- Streamlining application fees for large customers such as Hydro One – we will also be undertaking a complete fee schedule review in 2022.

Our conservation areas have provided recreational opportunities for people to enjoy such as hiking, canoeing, and snowshoeing. Our campgrounds saw unprecedented use as Ontarians chose to stay home as opposed to traveling outside the province.

Overall, 2021 was a very busy year, with no end in sight for 2022. We are not a large conservation authority, but our geographical area is very large. We trust that we will continue to meet the challenges of 2022, and we will continue to rely on an integrated watershed management approach that requires human activities and natural resources to be managed together, taking into consideration the connected interests and needs of the environment, economy, society, and development. Thank you.

5. 2021: A year of Achievements

Jennifer Stephens presented 2021: A Year of Accomplishments to the Board of Directors. She highlighted various accomplishments and changes that transpired at SVCA in 2021.

6. Introduction of Guests, and greetings from stakeholders

Greetings were brought to SVCA from the following dignitaries and special guests:

- Alex Ruff, MP, Bruce Grey Owen Sound Riding
- Lisa Thompson, MPP, Huron Bruce Riding
- Randy Pettapiece, MPP, Perth Wellington Riding
- Steve Hammell, Mayor, Township of Aaron-Elderslie
- Chris Peabody, Mayor, Town of Brockton
- Paul McQueen, Deputy Warden, County of Grey and Mayor, Municipality of Grey Highlands
- John Woodbury, Mayor, Township of Southgate
- Tom Hutchinson, Deputy Mayor, Municipality of West Grey
- George Bridge, Mayor, Town of Minto
- Derrick Thomson, CAO, Town of Minto
- Tim Lanthier, CAO, Grey Sauble Conservation Authority
- Phil Beard, GM / S-T, Maitland Valley Conservation Authority

- Don Murray, Deputy Mayor, Huron-Kinloss

7. Election of Officers

Motion # G22-03

Moved by Cheryl Grace

Seconded by Barbara Dobreen

THAT Dick Hibma be appointed as Chair Pro Tem for the purposes of conducting the election of officers for 2022.

CARRIED

Maureen Couture vacated the chair in favour of Dick Hibma, Chair Pro Tem, who conducted the elections. Chair Pro Tem Hibma declared all offices vacant and called for a motion to appoint two scrutineers, in the event of an election count.

Motion # G22-04

Moved by Bill Stewart

Seconded by Don Murray

THAT Tim Lanthier and Phil Beard be appointed as scrutineers for the election of officers.

CARRIED

a. Election of Chair

Chair Pro Tem Hibma called for nominations for the position of Chair for 2022. Diana Rae nominated Maureen Couture. No further nominations were received.

Motion # G22-05

Moved by Steve McCabe

Seconded by Tom Hutchinson

THAT the nominations for the position of Chair of the Saugeen Valley Conservation Authority for 2022 be closed.

CARRIED

Maureen Couture accepted her nomination and was acclaimed 2022 Chair of the Saugeen Valley Conservation Authority Board of Directors.

Motion # G22-06

Moved by Paul Allen

Seconded by Barbara Dobreen

THAT Maureen Couture be appointed Chair of the Saugeen Valley Conservation Authority for the year 2022.

CARRIED

b. Election of Vice-Chair

Chair Pro Tem Hibma called for nominations for the position of Vice-Chair for 2022. Steve McCabe nominated Barbara Dobreen. No further nominations were received.

Motion # G22-07

Moved by Bill Stewart

Seconded by Diana Rae

THAT the nominations for the position of Vice-Chair of the Saugeen Valley Conservation Authority for 2022 be closed.

CARRIED

Barbara Dobreen accepted her nomination and was acclaimed 2022 Chair of the Saugeen Valley Conservation Authority Board of Directors.

Motion # G22-08

Moved by Cheryl Grace

Seconded by Tom Hutchinson

THAT Barbara Dobreen be appointed Vice-Chair of the Saugeen Valley Conservation Authority for the year 2022.

CARRIED

c. 2nd Vice-Chair

Chair Pro Tem Hibma called for nominations for the position of 2nd Vice-Chair for 2022. Don Murray nominated Mark Davis; Barbara Dobreen nominated Steve McCabe. No further nominations were received.

Motion # G22-09

Moved by Bill Stewart

Seconded by Dan Gieruszak

THAT the nominations for the position of 2nd Vice-Chair of the Saugeen Valley Conservation Authority for 2022 be closed.

CARRIED

Mark Davis thanked his nominator but did not wish to stand for the position of 2nd Vice-Chair. Steve McCabe accepted the nomination and was acclaimed 2022 2nd Vice-Chair of the Saugeen Valley Conservation Authority Board of Directors.

Motion # G22-10

Moved by Cheryl Grace

Seconded by Tom Hutchinson

THAT Steve McCabe be appointed 2nd Vice-Chair of the Saugeen Valley Conservation Authority for the year 2022.

CARRIED

d. Past Chair

Dan Gieruszak was appointed Past Chair of the SVCA Board of Directors automatically.

Maureen Couture assumed the position of Chair and thanked the Board of Directors for re-electing her to that role.

8. Matters arising from the minutes

a. Costs associated with the Town of Saugeen Shores – Cedar Crescent Village Development

Jennifer Stephens reviewed the costs associated with the handling of the Cedar Crescent Village file. The Directors discussed this as a lesson learned and requested that the SVCA procurement policy be reviewed.

Motion # G22-11

Moved by Bill Stewart

Seconded by Diana Rae

WHEREAS the Board of Directors requested a summary of the costs incurred during the review of the Cedar Crescent Village Development Project on the Port Elgin Beach;

THEREFORE, BE IT RESOLVED THAT the report be received.

CARRIED

Sue Paterson joined the meeting at 2:00 p.m.

b. Saugeen Valley Conservation Foundation Financial report

Laura Molson reviewed the submitted report. She noted that SVCF fundraising events had utilized a considerable amount of SVCA staff time and that the events were not cost-effective. The Directors discussed the development of a new fundraising plan to address the needs of the Authority which should include a recommendation for the future of the Foundation.

Motion # G22-12

Moved by Bill Stewart

Seconded by Dan Gieruszak

THAT the Saugeen Valley Conservation Foundation Financial Summary report be received; and further

THAT staff develop a fundraising report in May to address the needs of our Authority.

CARRIED

c. Vaccination policy

Jennifer Stephens presented recommended amendments to the SVCA Vaccination policy.

After extensive discussion the following motion carried:

Motion # G22-13

Moved by Don Murray

Seconded by Cheryl Grace

WHEREAS the provincial government amended Ontario Regulation 264/20 to require an organization that is open to establish, implement, and ensure compliance with a COVID-19 vaccination policy;

THEREFORE, BE IT RESOLVED THAT the Vaccination Policy as presented be approved as of January 21st, 2022;

AND FURTHER THAT it be circulated to all staff.

CARRIED

Christine Robinson joined the meeting at 2:55 p.m.

9. General Manager's Report

Jennifer Stephen's reported that two of the six furnaces at the Formosa office will need to be repaired or replaced in 2022. Two furnaces have already been replaced. The backhoe requires extensive repairs and may need replacement. Both items are major unbudgeted expenses. Staff will bring forward recommendations to the February Authority meeting.

10. Consent Agenda

Motion # G22-14

Moved by Barbara Dobreen

Seconded by Bill Stewart

THAT the reports, Minutes, and information contained in the Consent Agenda, [items 10a-e], along with their respective recommended motions be accepted as presented.

CARRIED

11. New Business

a. 2022 Committee Appointments

The Directors discussed the membership of the SVCA standing committees as follows:

Forestry Committee: Tom Hutchinson, Paul Allen, Barbara Dobreen, Dave Myette

Property and Parks Committee: Cheryl Grace, Paul Allen, Dave Myette, Diana Rae

Water Resources Committee: Tom Hutchinson, Cheryl Grace, Dan Gieruszak, Christine Robinson

Agricultural Advisory Committee: Christine Robinson, Don Murray, Mike Niesen

Motion # G22-15

Moved by Tom Hutchinson

Seconded by Dan Gieruszak

WHEREAS Saugeen Valley Conservation Authority (SVCA) has numerous standing committees to support staff and report recommendations to the Board of Directors;

THEREFORE, BE IT RESOLVED THAT the appointment of Directors to SVCA's Standing and Committees be accepted, as presented;

AND FURTHER THAT the SVCA Chair as voting delegate, Vice-Chair, as first alternate, and General Manager or designate as second alternate, be appointed, to Conservation Ontario for 2022.

CARRIED

b. Appointment of Auditor

Motion # G22-16

Moved by Dave Myette

Seconded by Bill Stewart

THAT Baker Tilly SGB LLP be confirmed as the auditors to the Authority for the year 2022.

CARRIED

c. Appointment of Solicitor

The Board directed staff to engage local solicitors for primary legal consultation. After discussion the following motion carried:

Motion # G22-17

Moved by Diana Rae

Seconded by Tom Hutchinson

THAT WinterBeard LLP and Mathews, Dinsdale & Clark LLP be appointed solicitors to the Authority for the year 2022 for general operations, with the option to engage the services of other local solicitors, as necessary.

CARRIED

There being no further business, the meeting adjourned at 3:39 p.m. on motion of Don Murray and Steve McCabe.

Maureen Couture
Chair

Janice Hagan
Recording Secretary

2022 Farmland Forum

THE FUTURE OF FARMLAND DIVERSIFICATION



ONTARIO FARMLAND TRUST
PROTECTING FARMLAND FOREVER



March 24, 2022

Registration: 8:45 a.m.

Forum: 9:00 a.m. to 1:45 p.m.

ONLINE CONFERENCE



Cost

\$50 per person

\$25 for students

(Use discount code: Student)



Who should attend?

- Farmers
- Land Use Planners
- Researchers
- Environmentalists
- Provincial Policy Makers
- Municipal Councillors
- Land Conservation Enthusiasts

Keynote Speakers:

- **David Phillips**, CM, Senior Climatologist, Environment and Climate Change Canada
- **Evan Fraser**, PhD, Director, Arrell Food Institute & Professor of Geography, University of Guelph
- **Philly Markowitz**, RPP, Economic Development Officer, Grey County



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Bluewater District School Board

351 1st Avenue North – PO Box 190
Chesley ON N0G 1L0
Telephone: (519) 363-2014 Fax: (519) 370-2909
www.bwdsb.on.ca

Sent by email: stephen.lecce@pc.ola.org

February 23, 2022

The Honourable Stephen Lecce
Minister of Education
315 Front Street West, 14th Floor
Toronto, Ontario M7A 0B8

Dear Minister Lecce:

Bluewater District School Board is in the process of building two new schools and has just completed Georgian Bay Community School this past September. While the board and community are grateful for the ministry's financial assistance in these projects, there is a problem with the approval of new school project requests when it comes to the sizing of the school. It is unfortunate that portable classrooms are already required to accommodate the growth in enrolment soon after a new school is opened. This is being experienced in Bluewater District School Board due to schools being built without the capacity to accommodate the entire school population.

The Board of Trustees for Bluewater District School Board request that population estimates, and projected enrolment data be considered in the funding formula for school size when building new schools.

Bluewater District School Board currently serves approximately 17,400 students across Bruce and Grey counties. Each county is benefitting from significant growth as more families choose to live and grow in our district. The board is profoundly grateful that the province has consistently recognized the necessity and the quality of our new school proposals.

However, under the financial formula for capital projects, a new school will frequently be funded based on enrolment and community demographic data from years before the school is built. Future growth is not considered, which is unfortunate as a new school in a community often draws families into the area.

This necessitates the use of portable classrooms to manage the overflow of students soon after a new school opens. The board must explain to students and families that, despite our expertise and best intentions, some students do not get full use of the new building. This experience can be discouraging for everyone.

To support Bluewater District School Board's mission to provide a quality education for every student in a safe, accepting, and caring environment, the Board of Trustees strongly recommends that population estimates and professionally projected enrolment data be considered in the funding formula for school size when building new schools.

Sincerely,

Jane Thomson
Chair

Jan Johnstone
Vice-Chair

cc: The Honourable Bill Walker, MPP, Bruce-Grey-Owen Sound
The Honourable Lisa Thompson, MPP, Huron-Bruce
Ministry of Education, Capital Policy Branch
Ontario Public School Boards' Association (OPSBA) President
Council of Senior Business Officials (COSBO)
Municipal Partners
Chairs of Ontario English Public School Boards



MUNICIPAL
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ASSESSMENT
CORPORATION

Assessment Change Summary

Township of Southgate

The following chart provides a snapshot comparing the assessed value at the beginning of one taxation year (2021), to the assessed value at the beginning of the next taxation year (2022).

Property Tax Class (RTC) Description	RTC	Based on 2016 Current Value Assessment (CVA)			
		Destination CVA <i>At time of roll return for 2021 Tax Year</i>	2022 Tax Year <i>Destination CVA at time of roll return for 2022 Tax Year</i>	Percent Change <i>2021 - 2022 Tax Year</i>	Percent of Total CVA <i>Distribution of CVA between classes for 2022 Tax Year</i>
Residential	R	800,601,480	821,772,626	2.64%	53.32%
Multi-Residential	M	3,047,872	3,047,872	0.00%	0.20%
Commercial	C	15,110,217	14,888,348	-1.47%	0.97%
Commercial (New Construction)	X	4,309,900	4,648,100	7.85%	0.30%
Industrial	I	6,477,700	6,539,700	0.96%	0.42%
Industrial (New Construction)	J	23,296,251	23,335,251	0.17%	1.51%
Pipeline	P	1,283,000	1,450,000	13.02%	0.09%
Farm	F	600,369,289	615,916,995	2.59%	39.96%
Managed Forests	T	8,541,700	8,959,617	4.89%	0.58%
Utility Transmission & Distribution Corridors	U	-	-	0.00%	0.00%
PIL - Residential	R	166,800	166,800	0.00%	0.01%
PIL - Commercial	C	1,872,000	1,890,200	0.97%	0.12%
PIL - Landfill	H	116,200	116,200	0.00%	0.01%
Exempt	E	38,485,400	38,596,900	0.29%	2.50%
TOTAL		1,503,677,809	1,541,328,609	2.50%	100.00%

Regional Advisory Committee (RAC)

The Regional Advisory Committee (RAC) shares best practices and develops opportunities for networking by acting as a liaison between business/industrial sectors, communities and the SEDC, thereby assisting with the foundation of collaborative partnerships. The committee is comprised of representatives from the municipalities covered by this newsletter, as listed below.

Municipality of Arran-Elderslie

Phone: 519-363-3039

Email: ecdev@arran-elderslie.ca

Township of Chatsworth

Phone: 519-794-3232

Email: psinnamon@chatsworth.ca

Municipality of Brockton

Phone: 519-881-2223

Email: info@brockton.ca

Town of Minto

Phone: 519-338-2511

Email: info@town.minto.on.ca

Town of Hanover

Phone: 519-364-2780

Email: amarshall@hanover.ca

Municipality of South Bruce

Phone: 519-392-6623

Email: clerk@southbruce.ca

Township of Southgate

Phone: 519-377-5057

Email: tmurphy@southgate.ca

Township of Wellington North

Phone: 519-848-3620

Email: dsmall@wellington-north.com

Grey Highlands Chamber of Commerce

Phone: 519-986-4612

Email: info@greyhighlandschamber.com

Municipality of Grey Highlands

Phone: 519-986-1216

Email: ecdev@greyhighlands.ca

Municipality of West Grey

Phone: 519-369-2200

Email: info@westgrey.com

EDITORS COMMENTS

During 2021, the COVID pandemic languished on while economic recovery remained the major concern. The Regional Advisory Committee focused on delivering support through the shared commonalities brought forth by the collection of data and the use of the SEDC Community Synopsis results. The Saugeen Economic Development Corporation also continues to offer the Business Resurgence Program as a free service providing local businesses tailored advice, consulting and mentorship. The Business Resurgence Program offers 6 different options. To date, 102 businesses have participated in the program and spots are available for a limited time only. If you know a business that could benefit from this free service or you own a business and would like to take part in the program, please visit the SEDC website to fill out an application or call Katrina Day. 519-799-5750 ext 301.

COVID-19 INDICATORS



Real Estate Sales

Up, Up & Up We Go!



New Motor Vehicle Sales

Creep Ahead



Social Assistance

Pandemic Decrease



Building Permits

Values Spike



Unemployment

Pre-Pandemic Levels



Business Resurgence Program

Great Opportunity



Saugeen Economic Development Corporation
A Community Futures Development Corporation

CONTACT US



515 Mill St, Neustadt ON

519-799-5750

sbdc.ca



1-877-335-7332

info@sbdc.ca

THE SAUGEEN ECONOMY

July - December 2021



Saugeen Economic Development Corporation in Partnership with the Regional Advisory Committee

A COMMUNITY FUTURES DEVELOPMENT CORPORATION

COVER IMAGE: MILD MAY, ONTARIO



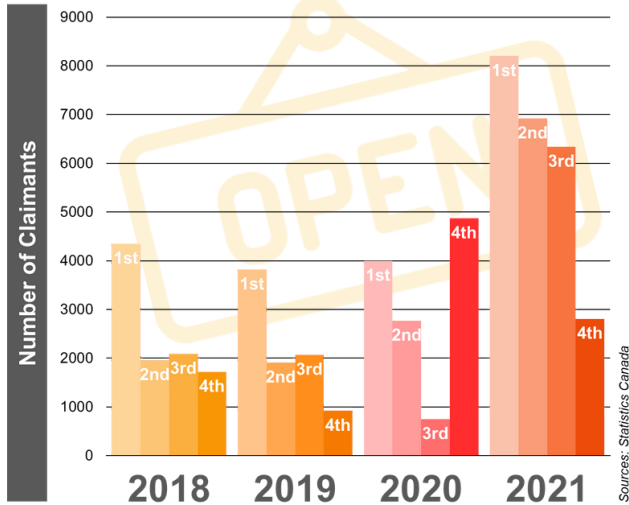
Saugeen Economic Development Corporation
A Community Futures Development Corporation



Unemployment Saugeen Area

PANDEMIC INCREASES AVERAGE NUMBER OF CLAIMANTS

In 2021, the average number of claimants for employment insurance totaled 2023, an increase of 1143 claimants on average per month or 130% when compared to the average monthly number of claimants in 2020.

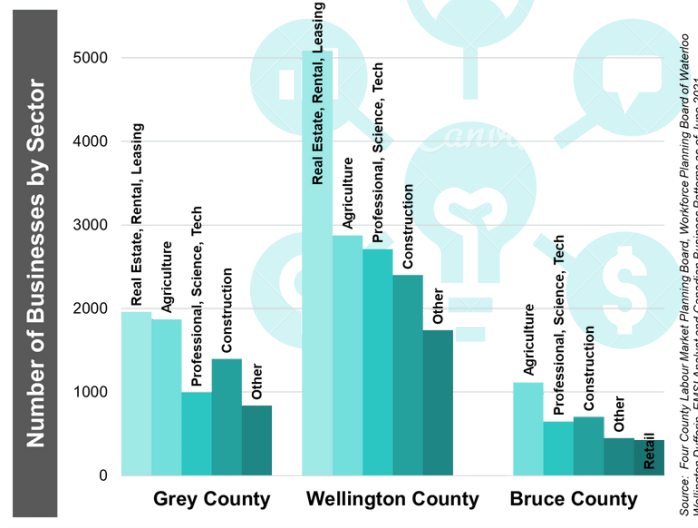


Top 5 Industries Saugeen Area

*including the city of Guelph

TOP 5 CONSISTENT THROUGHOUT THE COUNTIES

In Bruce County, agriculture businesses outnumber all other industries, while in Grey and Wellington County, agriculture is second only to real estate, rental & leasing.



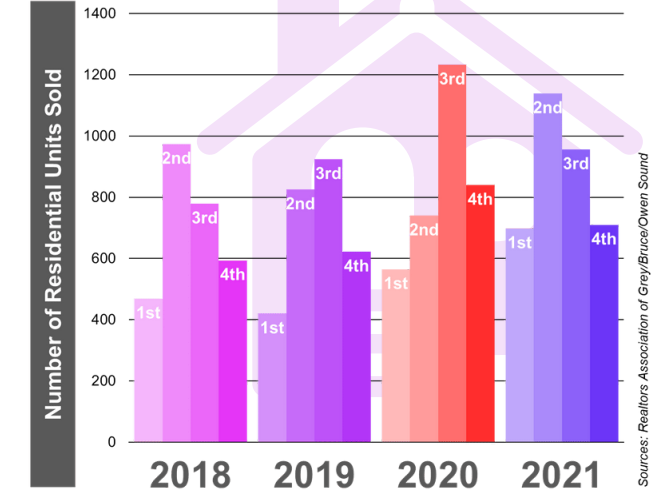
NOTE: The information in this newsletter was deemed accurate at the time of printing. We have made every effort to ensure the accuracy of the contents of this document and accept no responsibility for errors or omissions.



Real Estate Sales Grey/Bruce/Owen Sound

RECORDS BROKEN YET AGAIN AS PRICES RISE

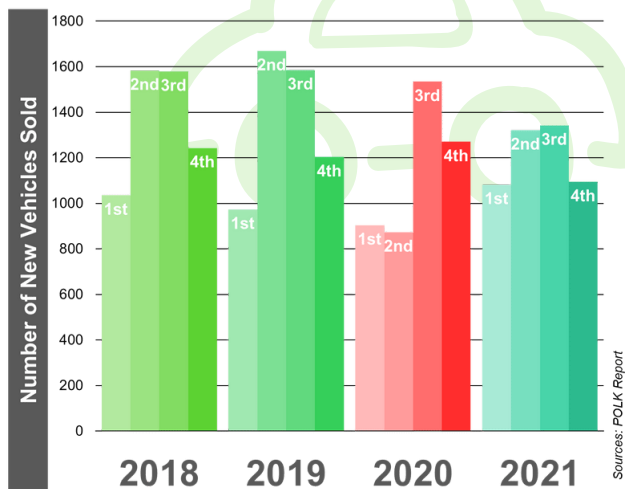
In 2021, residential sales totaled \$2.28 billion – Up \$655 million from 2020. The average price of homes sold in December 2021 was a record \$830,982, a jump of 48.5% from December 2020. Home sales in 2021 totaled 3,503 units. This was an increase of 3.8% over 2020. The total value of agriculture sales for 2021 was \$147 million – up \$32 million (29%) over 2020.



New Motor Vehicle Sales Local Area

LOCAL SALES EDGE PROVINCE

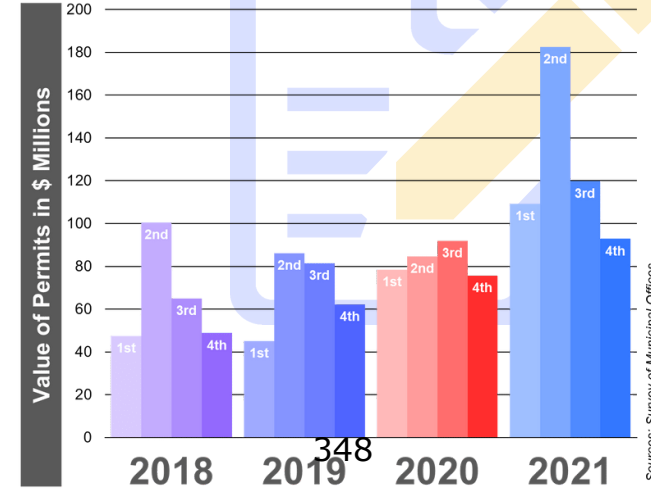
The annual number of total vehicle sales for 2021 increased by 258 units or 5.6% when compared to the number of units sold in 2020. By comparison, Ontario-wide sales had a 3.5% increase over the same time period.



Building Permits Saugeen

NUMBER OF PERMITS & VALUES ON THE RISE

The value of building permits issued at the end of 2021 was reported at \$505 million, up \$174 million or 52% from the same time period last year.

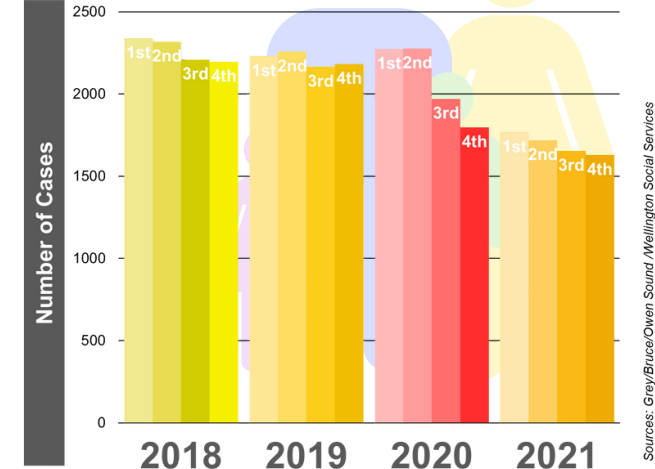


Social Assistance Grey/Bruce/Owen Sound/ Wellington County*

*Not including the city of Guelph

CASELOADS ARE DOWN AS ANTICIPATED

The average number of caseloads in 2021 was reported to be 1,716. This represents a decrease of 364 caseloads or 21% when compared to 2020.



NOTE: Ontario Works caseload decrease will be in part due to federal income supports that were put in place due to COVID-19. At this time there is no data available to confirm the specific impact that these benefits have locally. There is potential for a caseload increase as the federal benefits change and/or come to an end.



CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

MOVED BY Sam McDonell

RESOLUTION NO 36-2022

SECONDED BY Stephanie Jaworski

DATE February 7, 2022

BE IT RESOLVED THAT the Council of the Township of South Glengarry hereby supports Prince Edward County's call for government action concerning the current legislation and regulations surrounding municipal requirements to take over and maintain abandoned operating cemeteries;

AND FURTHERMORE that a copy of this resolution be sent to the Minister of Government & Consumer Services, ROMA, the Eastern Ontario Wardens Caucus and all Ontario municipalities.

☒ CARRIED ☐ DEFEATED ☐ POSTPONED

Mayor Lyle Warden

Recorded Vote:	Yes	No
Mayor Warden	___	___
Deputy Jaworski	___	___
Councillor Lang	___	___
Councillor McDonell	___	___
Councillor Luck	___	___



CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

MOVED BY Stephanie Jaworski

RESOLUTION NO 37-2022

SECONDED BY Martin Lang

DATE February 7, 2022

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 Association of Municipalities of Ontario, on behalf of municipal governments, has provided recommendations to align municipal liability with the proportionate responsibility for incidents and capping awards;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of South Glengarry hereby supports AMO's recommendations;

THAT the Township of South Glengarry 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 so that municipalities can continue to offer high quality services to their communities;

AND FURTHERMORE that this resolution be forwarded to the Attorney General of Ontario, the Minister of Municipal Affairs and Housing, MPP Jim McDonnell, the Association of Municipalities of Ontario and all Ontario municipalities.



☒ CARRIED

☐ DEFEATED

☐ POSTPONED

Mayor Lyle Warden

Recorded Vote:	Yes	No
Mayor Warden	___	___
Deputy Jaworski	___	___
Councillor Lang	___	___
Councillor McDonell	___	___
Councillor Luck	___	___



January 25, 2022

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON
M7A 1A1

RE: Joint & Several Liability

Dear Premier Ford:

At its Regular Meeting held on January 24, 2022, Central Elgin Council passed the following resolution respecting the above noted matter:

THAT the Municipality of Central Elgin reaffirms its concern about joint and several liability and again requests a review of the law to ensure a fair and reasonable way to compensate those who have suffered losses while preventing further reductions in public services due to the high insurance costs associated with joint and several liability.

AND THAT this resolution be forwarded to AMO and all other municipalities in Ontario.

The Municipality of Central Elgin, along with other municipalities and the Association of Municipalities of Ontario (AMO), has advocated for a fair, reasonable, and responsible manner to ensure that those who have suffered losses are compensated without putting the burden solely on municipalities.

We understand that this matter is under review at Queen's Park but continue to have concerns about the inequity of the current system. We look forward to any updates you can provide on this issue.

Sincerely,


Sally Martyn
Mayor

c.c. AMO
Ontario Municipalities



COUNCIL RESOLUTION

Resolution No.: 44-22

Date: Feb 8, 2022

Moved By: DONNA BLUNT

Seconded By: DON SMITH

THAT Council hereby supports the resolution from Northwestern Ontario Municipal Association (NOMA) regarding supporting the expansion of Northern Ontario School of Medicine (NOSM) to address the urgent need for physicians in Northern Ontario; and

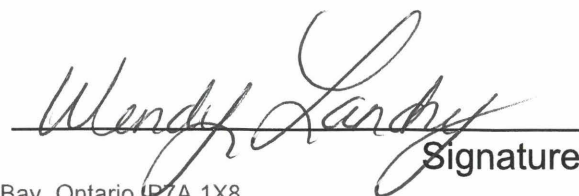
BE IT RESOLVED that a copy of this resolution be forwarded Premier Doug Ford, Minister of Colleges and Universities Jill Dunlop, Minister of Health Christine Elliot, Minister of Economic Development, Job Creation & Trade Victor Fedeli, local MP's and MPP's, Ontario Medical Association, Northern School of Medicine, Northern Ontario Academic Medicine Association, Association of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM), all Ontario Municipalities.

☒ Carried

☐ Defeated

☐ Amended

☐ Deferred


Signature

Municipality of Shuniah, 420 Leslie Avenue, Thunder Bay, Ontario, P7A 1X8



RE: Gypsy Moth Spraying

JANUARY 19, 2022

At its meeting of January 17, 2022, the Council of the Township of Limerick passed a motion in regard to the Gypsy Moth Concentration and Control Measures;

“WHEREAS the Gypsy Moth defoliation in Limerick Township has caused significant damage, with Limerick Township reportedly having the highest concentration of Gypsy moths in Hastings County due to the Rural nature of the Township; and

WHEREAS the reported responses from the public do not present an accurate picture of the devastation as the geographical area is quite large in relation to the low population of Limerick Township;

NOW THEREFORE, BE IT RESOLVED that Council of the Township of Limerick request that the County of Hastings consider the impact of the Gypsy Moth Caterpillars on the rural communities across Ontario, not only through online reporting but also taking into consideration the land mass associated with each municipality. For example, one property owner recently purchased 27,000 acres of land, but was only able to submit 1 report for the entire property.

BE IT FURTHER RESOLVED that the population of seasonal residents not reporting in the area during the off season also be taken into consideration, as there is potential that they are unaware of the reporting process.

BE IT FURTHER RESOLVED that the County of Hastings take the necessary steps to accurately interpret the devastation of the Gypsy Moth Caterpillar by way of geographical consideration along with the online reporting method to ensure accurate and beneficial spraying to combat this problem is undertaken.”

Please reach out to the Township Clerk with any additional questions at 613-474-2863.

Sincerely,

Victoria Tisdale

Victoria Tisdale, Clerk Treasurer
clerk@township.limerick.on.ca
Telephone: 613-474-2863
Fax: 613-474-0478

Nicole Ilcio, Deputy Clerk Treasurer
assistant@township.limerick.on.ca
Telephone: 613-474-2863
Fax: 613-474-0478



TOWNSHIP OF ADELAIDE METCALFE

2340 Egremont Drive, Strathroy, ON N7G 3H6

T: 519-247-3687 F: 519-247-3411

www.adelaidemetcalfe.on.ca

February 15, 2022

The Corporation of the City of Brantford
Tanya Daniels, City Clerk
PO Box 818
Brantford, ON
N3T 2J2

RE: SUPPORT OF RESOLUTION – CLOSING THE REVOLVING DOOR OF JUSTICE

Please be advised that the Council of the Township of Adelaide Metcalfe, at the regular meeting of February 7, 2022, supported your resolution and the following was passed.

MOVED by Councillor Brodie
SECONDED by Deputy Mayor Hendriks

THAT Council support the resolution from the City of Brantford regarding “Closing the Revolving Door of Justice”. CARRIED.

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



TOWNSHIP OF ADELAIDE METCALFE

2340 Egremont Drive, Strathroy, ON N7G 3H6

T: 519-247-3687 F: 519-247-3411

www.adelaidemetcalfe.on.ca

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.

CARRIED.

Kind regards,

Mike Barnier
Legislative Services Manager/Clerk



The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

Township of Puslinch
7404 Wellington Road 34
Puslinch, ON N0B 2J0
www.puslinch.ca

VIA EMAIL:
premier@ontario.ca

February 16, 2022

RE: Funding Support for Infrastructure Projects – Bridge/Culvert Replacements in Rural Municipalities

Dear Premier,

Please be advised that Township of Puslinch Council, at its meeting held on February 9, 2022 considered the aforementioned topic and subsequent to discussion, the following was resolved:

Resolution No. 2022-039:

Moved by Councillor Sepulis and
Seconded by Councillor Bulmer

That the Consent Agenda item 6.10 listed for FEBRUARY 9, 2022 Council meeting be received; and

Whereas, the Council of the Township of Puslinch supports the Township of Adjala-Tosorontio- Funding Support Request for the Federal and Provincial Government to provide more funding to rural municipalities to support infrastructure projects related to major bridge and culvert replacements;

Therefore, Council directs staff to forward a support resolution to the Premier of Ontario, Hon. Peter Bethenfalvy, Ontario Minister of Finance, Hon. Chrystia Freeland, Federal Minister of Finance, AMO, and all Ontario Municipalities.

CARRIED

As per the above resolution, please accept a copy of this correspondence for your information and consideration.



Sincerely,
Courtenay Hoytfox
Municipal Clerk

cc:

Hon. Peter Bethenfalvy, Ontario Minister of Finance minister.fin@ontario.ca

Hon. Chrystia Freeland, Federal Minister of Finance chrystia.freeland@fin.gc.ca

Association of Municipalities of Ontario (AMO) amo@amo.on.ca

All Ontario Municipalities

January 25, 2022

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

sent via email: premier@ontario.ca

Re: Funding Support for Infrastructure Projects – Bridge/Culvert Replacements in Rural Municipalities

Dear Premier:

At the last regular Council meeting held January 12th, 2022, the following resolution was passed:

“RESOLVED that the Council of the Corporation of the Township of Adjala-Tosorontio supports the requests from the Township of Adelaide-Metcalfe, the Township of Lake of Bays, the Township of Amaranth and Northumberland County for the Federal and Provincial Government to provide more funding to rural municipalities to support infrastructure projects related to major bridge and culvert replacements.

AND FURTHER THAT this resolution be forwarded to the Premier of Ontario, Provincial Minister of Finance, Federal Finance Minister, AMO, and all Ontario municipalities.”

Sincerely,

Dianne Gould-Brown

Dianne Gould-Brown, CMO
Municipal Clerk

cc:

Hon. Peter Bethenfalvy, Ontario Minister of Finance
Hon. Chrystia Freeland, Federal Minister of Finance
AMO
All Ontario Municipalities

minister.fin@ontario.ca
chrystia.freeland@fin.gc.ca
amo@amo.on.ca

February 16, 2022

Ministry of Health and Long-Term Care
5775 Yonge St. – 16th Floor
Toronto, ON M7A 2E5

Sent via email

To The Honourable Christine Elliott:

Re: 2022-118 South East Grey Community Health Centre – Primary care business case

Please be advised that the following resolution was passed at the February 16, 2022, meeting of the Council of the Municipality of Grey Highlands.

2022-118

Aakash Desai, Tom Allwood

Whereas the Municipality of Grey Highlands values and supports the community-based health services provided by South East Grey Community Health Centre; and Whereas access to primary care is an essential element of ensuring a healthy and vibrant community; and

Whereas our citizens are presently underserved as evidenced by a growing waitlist of people who are in need of a Physician or Nurse Practitioner to look after their health care needs; and

Whereas effective primary care is cost effective as it reduces the need for people to access health care via the Emergency Department of our hospitals; and

Whereas we understand that South East Grey Community Health Centre has presented a business case Ontario Health in May 2021, that requests an increase of \$1.4 million to its base funding which would allow it to add much needed medical staff and enable greater access to primary care; and

Whereas we are also aware that Ontario Health forwarded this business case to the Ministry of Health in December 2021; now

Therefor be it resolved that Grey Highlands fully supports this request and strongly encourages the Ministry to provide a speedy approval so that we can ensure our citizens receive much needed access to primary care; and

That staff are directed to send a copy of this resolution to MPP Bill Walker, Minister of Health Christine Elliott, Deputy Minister of Health Dr. Catherine Zahn, President and CEO of Ontario Health Mathew Anderson, Chief Regional Officer Central and West Susan deRyk, Assistant Deputy Minister Patrick

The Municipality of Grey Highlands

206 Toronto Street South, Unit One - P.O. Box 409 Markdale, Ontario N0C 1H0
519-986-2811 Toll-Free 1-888-342-4059 Fax 519-986-3643
www.greyhighlands.ca info@greyhighlands.ca

**Dicerni, Director, Primary Care Nadia Surani, the County of Grey and all Grey County lower tiers.
CARRIED.**

If you require anything further, please contact this office.

Sincerely,

Amanda Fines-VanAlstine

Amanda Fines-VanAlstine
Council and Committee Coordinator
Municipality of Grey Highlands

cc. Bill Walker, MPP Grey-Bruce-Owen Sound
Dr. Catherine Zahn, Deputy Minister of Health
Mathew Anderson, President and CEO of Ontario Health
Susan deRyk, Chief Regional Officer Central and West
Patrick Dicerni, Assistant Deputy Minister
Nadia Surani, Director, Primary Care
The County of Grey
All lower tier Municipalities in Grey County

The Municipality of Grey Highlands
206 Toronto Street South, Unit One - P.O. Box 409 Markdale, Ontario N0C 1H0
519-986-2811 Toll-Free 1-888-342-4059 Fax 519-986-3643
www.greyhighlands.ca info@greyhighlands.ca



Legislative Services
Michael de Rond
905-726-4771
clerks@aurora.ca

Town of Aurora
100 John West Way, Box 1000
Aurora, ON L4G 6J1

February 22, 2022

Delivered by email
premier@ontario.ca

The Honourable Doug Ford
Premier of Ontario
Premier's Office, Room 281
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

Dear Premier:

Re: Town of Aurora Council Resolution of February 22, 2022

Re: Item 10.1 – Mayor Mrakas; Re: Request to Dissolve Ontario Land Tribunal (OLT)

Please be advised that this matter was considered by Council at its meeting held on February 22, 2022, and in this regard, Council adopted the following resolution:

Whereas Municipalities across this province collectively spend millions of dollars of taxpayer money and municipal resources developing Official Plans that meet current Provincial Planning Policy; and

Whereas an Official Plan is developed through months of public consultation to ensure, "that future planning and development will meet the specific needs of (our) community"; and

Whereas our Official Plan includes provisions that encourage development of the "missing middle" or "gentle density" to meet the need for attainable housing in our community; and

Whereas our Official Plan is ultimately approved by the province; and

Whereas it is within the legislative purview of Municipal Council to approve Official Plan amendments or Zoning By-law changes that better the community or fit within the vision of the Town of Aurora Official Plan; and

Whereas it is also within the legislative purview of Municipal Council to deny Official Plan amendments or Zoning By-law changes that do not better the community or do not fit within the vision of the Town of Aurora Official Plan; and

Whereas municipal planning decisions may be appealed to the Ontario Land Tribunal (OLT; formerly the Ontario Municipal Board or “OMB”), an unelected, appointed body that is not accountable to the residents of Aurora; and

Whereas the OLT has the authority to make a final decision on planning matters based on a “best planning outcome” and not whether the proposed development is in compliance with municipal Official Plans; and

Whereas all decisions—save planning decisions—made by Municipal Council are only subject to appeal by judicial review and such appeals are limited to questions of law and or process; and

Whereas Ontario is the only province in Canada that empowers a separate adjudicative tribunal to review and overrule local decisions applying provincially approved plans; and

Whereas towns and cities across this Province are repeatedly forced to spend millions of dollars defending Official Plans that have already been approved by the province in expensive, time consuming and ultimately futile OLT hearings; and

Whereas lengthy, costly OLT hearings add years to the development approval process and acts as a barrier to the development of attainable housing;

- 1. Now Therefore Be It Hereby Resolved That Town of Aurora Council requests the Government of Ontario to dissolve the OLT immediately thereby eliminating one of the most significant sources of red tape delaying the development of more attainable housing in Ontario; and**
- 2. Be It Further Resolved That a copy of this Motion be sent to the Honourable Doug Ford, Premier of Ontario, the Minister of Municipal Affairs and Housing, the Leader of the Opposition, the Leaders of the Liberal and Green Party, all MPPs in the Province of Ontario; the Large Urban Mayors’ Caucus of Ontario, the Small Urban GTHA Mayors and Regional Chairs of Ontario; and**
- 3. Be It Further Resolved That a copy of this Motion be sent to the Association of Municipalities of Ontario (AMO) and all Ontario municipalities for their consideration.**

The above is for your consideration and any attention deemed necessary.

Yours sincerely,

A handwritten signature in dark ink, appearing to read 'Michael de Rond', written in a cursive style.

Michael de Rond
Town Clerk
The Corporation of the Town of Aurora

MdR/is

Copy: Hon. Steve Clark, Minister of Municipal Affairs and Housing
Andrea Horwath, Leader of the Opposition, New Democratic Party
Steven Del Luca, Leader, Ontario Liberal Party
Mike Schreiner, Leader, Green Party of Ontario
All MPPs in the Province of Ontario
Large Urban Mayors' Caucus of Ontario (Ontario's Big City Mayors)
Small Urban GTHA Mayors
Regional Chairs of Ontario
Association of Municipalities of Ontario (AMO)
All Ontario Municipalities

February 23, 2023

Please be advised that during the regular Council meeting of February 22, 2022 the following motion regarding request for action related to "Renovictions" and other bad faith evictions was carried:

RESOLUTION NO. CW-41-2022

DATE: February 10, 2022

MOVED BY: Councillor MacNaughton

SECONDED BY: Councillor Hirsch

WHEREAS tenants in Prince Edward County and throughout Ontario need stable homes and predicable rents;

WHEREAS the Covid-19 pandemic has had a profound destabilizing effect on both the job market and the rental housing market;

AND WHEREAS Citizens and communities are hurt by unscrupulous practices such as bad faith "Renovictions" and false "personal use" evictions which can, and do directly impact the affordable housing crisis, as well as inflict damage (both financial and mental) particularly on our most vulnerable citizens;

THEREFORE BE IT RESOLVED THAT the Corporation of the County of Prince Edward requests that the Government of Ontario:

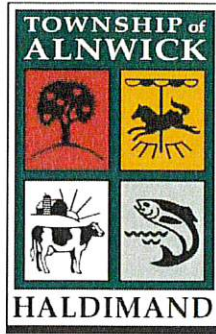
1. take additional and meaningful steps to address the ever-increasing problem of "Renovictions" and other bad-faith evictions;
2. extend rent control to all tenancies including those first occupied after November 2018 which are currently exempt from rent control restrictions; and

THAT this resolution be circulated to Hon. Doug Ford, Premier of Ontario, MPP Todd Smith, and the Hon. Steve Clark, Minister of Municipal Affairs & Housing, all Ontario Municipalities, and AMO.

CARRIED AS AMENDED

Yours truly,

Catalina Blumenberg, **CLERK**



Proclamation

Event: Year of the Garden 2022

Date: June 18, 2022

"Whereas the Year of the Garden 2022 celebrates the Centennial of Canada's horticulture sector; and

Whereas gardens and gardening contribute to the quality of life of our municipality and create safe and healthy places where people can come together; and

Whereas the Year of the Garden 2022 will highlight and celebrate the important contribution of gardeners, our local gardening organizations, horticultural professionals and local horticultural businesses which contribute to garden culture and the experience garden of our municipality; and

Whereas gardens and gardening have helped us face the challenges of the COVID pandemic; and

Whereas Communities in Bloom in collaboration with the Canadian Garden Council, invites all municipalities to celebrate the Year of the Garden;

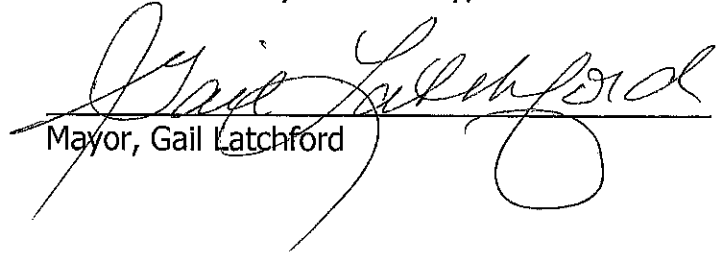
Now Therefore Be It Resolved That I, Mayor Gail Latchford, on behalf of the Township of Alnwick/Haldimand do hereby proclaim 2022 as the Year of the Garden in celebration of the contribution of gardens and gardening to the development of our country, our municipality and the lives of our citizens in terms of health, quality of life and environmental challenges; and

That the Saturday before Father's Day, June 18, 2022, be recognized as Garden Day in the Township of Alnwick/Haldimand as a legacy of Canada's Year of the Garden 2022; and

That the Township of Alnwick/Haldimand is committed to be a Garden Friendly Township supporting the development of its garden culture; and

That all municipalities across Canada be invited to proclaim 2022 to be the Year of the Garden in their respective municipalities, and that a copy of this resolution be provided to all municipalities of Ontario, and for that purpose.

Dated this 3rd day of February, 2022



Mayor, Gail Latchford

The Corporation of the Township of Southgate
By-law Number 2022-032
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 March 2nd, 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 March 2nd, 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 2nd day of March, 2022.

John Woodbury - Mayor

Lindsey Green – Clerk