



Township of Southgate Council Meeting Agenda

March 16, 2022

6:00 PM

Electronic Participation

Pages

1. Electronic Access Information

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

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

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

2. Call to Order

3. Land Acknowledgement

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

4. Open Forum - Register in Advance

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

5. Confirmation of Agenda

Be it resolved that Council confirm the agenda as presented.

6. Declaration of Pecuniary Interest

7. Delegations & Presentations

7.1. Southgate Renewables LP - Mark Bell and Jason Moretto 12 - 30

Be it resolved that Council receive the delegation from Southgate Renewables LP as information.

8. Adoption of Minutes 31 - 45

Be it resolved that Council approve the minutes from the March 2, 2022 Council and Closed Session meetings as presented.

9. Reports of Municipal Officers

9.1. Fire Chief Derek Malynyk

9.1.1. FIRE2022-010- Training Night Wage Increase 46 - 47

Be it resolved that Council receive Staff Report FIRE2022-010 for information; and

That Council approve increasing training nights from 2 to 3 hours per session, with a wage increase for the Volunteer Firefighters training attendees from \$35.00 to \$50.00 per night; and

That Council approve that Cost of Living Allowance be applied to training wages in 2023.

9.2. Facilities Manager Kevin Green

9.2.1. REC2022-001-Memorial Park Facility Upgrades Approval 48 - 65

Be it resolved that Council receive Staff Report REC2022-001 for information; and

That Council approve the additional 2022 capital budget allocation of \$76,000 from the Recreation Infrastructure Reserve to complete the project completion based on the initial project cost estimates; and

That Council approve the Memorial Park Pool and Pavilion Building Retrofit Project RFP for release.

9.3. Public Works Manager Jim Ellis

- 9.3.1. PW2022-011 Electric Vehicle Charging Stations 66 - 88**
- Be it resolved that** Council receive Staff Report PW2022-011 for information; and
That Council direct staff to apply for the EPCOR Go EV Program for the South Georgian Bay region funding; and
That if grant funding is approved, the Township will fund the remaining costs from the Tax Stabilization Reserve for the project.
- 9.3.2. PW2022-012 Portable Wheel Load Scales Grey County Participation Agreement 89 - 90**
- Be it resolved that** Council receive Staff Report PW2022-012 for information; and
That Council consider entering into the Portable Load Wheel Scales agreement with Grey County and other member municipalities by By-law 2022-033.
- 9.3.3. By-law 2022-033 - Portable Wheel Scale Agreement for Load Restriction Enforcement 91 - 101**
- Be it resolved that** by-law number 2022-033 being a by-law to authorize a portable wheel load scales agreement between the Corporation of the County of Grey, The Corporation of the Township of Chatsworth, The Corporation of the Township of Georgian Bluffs, The Corporation of the Municipality of Grey Highlands and the Corporation of the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.
- 9.3.4. PW2022-013 Dundalk Main Street East Memorial Bench Request 102 - 106**
- Be it resolved that** Council receive Staff Report PW2022-013 for information; and
That Council approve the Dundalk Main Street East Memorial Bench Request.

9.3.5. PW2022-014 Road Tenders Award Recommendations 107 - 112

Be it resolved that Council receive Staff Report PW2022-014 for information; and

That Council approve the award for tenders for the following: Tandem plow truck to Lewis Motor Sales in the amount of \$328,121.16; Single Surface Treatment to MSO Construction in the amount \$325,425.00; Cold-in-Place Recycled Mix to Cox Construction in the amount of \$297,323.60; Hot Mix Asphalt to the Murray Group in the amount of \$117,219.50; and the 4x4 crew cab 2500 series pick-up truck with plow equipment to Trillium Ford in the amount of \$88,751.20, all pricing excluding HST.

9.4. Chief Administrative Officer Dave Milliner

9.4.1. CAO2022-010 Holstein Dam - BM Ross Engineering Cost to Provide Updated Project Pricing Estimates Report 113 - 128

Be it resolved that Council receive Staff Report CAO2022-010 as information; and

That Council approve staff to direct BM Ross Engineering to proceed with the cost estimate of \$4,500.00 plus HST to update the proposal of project cost estimates for the Holstein Dam flood resiliency upgrade work.

Be it resolved that Council receive Staff Report CAO2022-011 as information; and

That Council approve the Wellington Investment Corp. Purchase and Sale agreement to sell the Dundalk Olde Town Hall and within the agreement to lease back part of the building for cultural uses and to participate in some of the building capital projects related to the cultural use space, subject to legal review prior to By-law approval; and

That Council consider approving Wellington Investment Corp. Purchase and Sale agreement by By-law at the April 6th, 2022 meeting; and

That Council approve the partnership agreement with JunCtian Community Initiatives as presented; and

That Council consider approving the JunCtian Community Initiatives Agreement by By-law at the April 6th, 2022 meeting; and

That Council approve the partnership agreement with Team Town Hall as presented; and

That Council consider approving the Team Town Hall Agreement by By-law at the April 6th, 2022 meeting.

9.4.3. CAO2022-012 Randharr Investments Inc (Wilder Lake Subdivision) Pre-Servicing Agreement Approval Report 192 - 198

Be it resolved that Council receive staff report CAO2022-012 as information; and

That Council approve the Randharr Investments Inc. project known as the Wilder Lake Subdivision residential development for a Pre-servicing Agreement with the Schedules reflecting the necessary approved Engineered drawings, study reports and the approved securities for the project; and

That Council approve the securities being posted as being real property through a first Charge/Mortgage to be registered on the property title for Randharr Investments owned property identified as Roll #420706000119400, to cover the security condition requirement of \$1,121,500.00, as a financial assurance for the life of the project, during the pre-servicing and future subdivision agreement approval phases; and

That Council consider approving the Randharr Investments Inc. project known as the Wilder Lake Subdivision residential development project Pre-servicing Agreement by Municipal By-law 2022-038 at the March 16, 2021 meeting.

9.4.4. By-law 2022-038 - Wilder Lake Subdivision Pre-Servicing Agreement 199 - 217

Be it resolved that by-law number 2022-039 being a by-law to authorize a subdivision pre-servicing agreement with Randharr Investments Inc and the Corporation of the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

9.5. HR Coordinator Kayla Best

9.5.1. HR2022-009 COVID19 Updates and Vaccination Policies 218 - 222

Be it resolved that Council receive staff report HR2022-009 for information; and

That Council approve revoking Policy 87: COVID-19 Vaccination Policy and Municipal By-law 2021-148; and

That Council approve revoking Policy 90: COVID-19 Vaccination Policy for Contractors and Municipal By-Law 2021-157.

9.6. Planner Clinton Stredwick

9.6.1. PL2022-014-SP 1-22 LJ Martin Enterprises Inc. 223 - 224

Be it resolved that Council receive Staff Report PL2022-014 for information; and

That Council consider approval of By-law 2022-035 authorizing the entering into a Site Plan Amending Agreement.

9.6.2. By-law 2022-035 Site Plan Agreement - SP1-22 LJ Martin Enterprises Inc 225 - 236

Be it resolved that by-law number 2022-035 being a by-law to authorize the execution of a Site Plan Control Agreement be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

9.6.3. PL2022-015-SP 24-21 Egremont School 237 - 239

Be it resolved that Council receive Staff Report PL2022-015 for information; and

That Council consider approval of By-law 2022-034 authorizing the entering into a Site Plan Amending Agreement.

- 9.6.4. **By-law 2022-034 - Site Plan Agreement SP24-21** 240 - 256
Bluewater District School Board

Be it resolved that by-law number 2022-034 being a by-law to authorize the execution of a Site Plan Control Agreement be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

- 9.6.5. **PL2022-016 County Planning Delegation of Authority** 257 - 293

Be it resolved that Council receive Staff Report PL2022-016 for information; and
That the Township of Southgate supports the approval authority for Plans of Subdivision, Plans of Condominium, Draft Plan extensions, Part Lot control and condominium remaining with the County of Grey.

10. **By-laws and Motions**

- 10.1. **By-law 2022-037 - Alternative Voting Methods and Advance Voting - 2022 Municipal Election** 294

Be it resolved that by-law number 2022-037 being a by-law to authorize the use of alternative voting methods and to authorize advance voting for municipal elections, be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

- 10.2. **By-law 2022-039 Road Widening - B11-21 - Harper Homes** 295 - 296

Be it resolved that by-law number 2022-039 being a by-law to establish a highway in the former Township of Proton be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

11. **Notice of Motion**

None

12. **Consent Items**

12.1. Regular Business (for information)

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

12.1.1.	CAO2022-013 - Southgate Drone Incident and Damage	297 - 298
12.1.2.	FIRE2022-009 - Mandatory Firefighter Certification	299 - 320
12.1.3.	HR2022-008 – Deputy Fire Chief Hiring	321 - 322
12.1.4.	PW2022-015 - Department Report	323 - 329
12.1.5.	Librarian CEO Report - February 17, 2022	330
12.1.6.	February 2022 Cheque Register	331 - 344

12.2. Correspondence (for information)

Be it resolved that Council receive the items on the Correspondence consent agenda dated March 16, 2022 (save and except items _____) as information.

12.2.1.	GBFA - 2022 Annual Politicians Meeting Invitation - received February 15, 2022	345
12.2.2.	GRCA - Municipal Levy & Budget 2022 - received February 25, 2022	346 - 347
12.2.3.	SVCA - Inventory of Programs and Services - received February 28, 2022	348 - 358
12.2.4.	GRCA - AGM Summary - received February 28, 2022	359
12.2.5.	Multi-Municipal Wind Turbine Working Group - Follow Up Letter - received March 2, 2022	360 - 366
12.2.6.	Ministry of Natural Resources and Forestry - Use of Floating Accommodations on Waterways - received March 3, 2022	367 - 368
12.2.7.	GRCA - 2022 Budget and 2021 Audited Statements - received March 4, 2022	369

12.2.8.	SVCA Correspondence - Amended By-laws -Received March 8, 2022	370
12.2.9.	Enbridge Gas - Letter to the Township of Southgate - received March 10, 2022	371
12.2.10.	Grey Bruce Public Health - Public Health Measures Media Release - received March 10, 2022	372 - 373
12.2.11.	SVCA - Transition Plan to Comply with Regulation 687/21 - received March 10, 2022	374 - 378
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 16, 2022 (save and except items _____) as information.	
12.3.1.	Town of Kingsville - Dissolution of the Ontario Land Tribunal - received February 25, 2022	379 - 381
12.3.2.	Town of Bracebridge - Hospital Funding - received February 25, 2022	382 - 383
12.3.3.	Municipality of Shuniah - Joint and Severable Reform - received February 28, 2022	384
12.3.4.	City of Markham - Dissolve OLT - received March 1, 2022	385 - 386
12.3.5.	South Bruce Peninsula - Municipal Accommodation Tax and Crown Campgrounds - received March 1, 2022	387 - 388
12.3.6.	Township of West Lincoln -Dissolution of the Ontario Land Tribunal - received march 2, 2022	389 - 390
12.3.7.	York Region - Request to Dissolve Ontario Land Tribunal (OLT) - received March 2, 2022	391 - 392
12.3.8.	Town of Collingwood - Termination of Membership in the OMWA - received March 3, 2022	393 - 395
12.3.9.	Municipality of Grey Highlands - Beavercrest Community School - received March 3, 2022	396 - 397

- | | | |
|----------|--|-----------|
| 12.3.10. | Town of Blue Mountains - Funding Support for Infrastructure Projects in Rural Communities - received March 7, 2022 | 398 |
| 12.3.11. | Town of Blue Mountains - Ontario Housing Affordability Task Force - received March 7, 2022 | 399 |
| 12.3.12. | Township of Georgian Bay - Dissolution of OLT - received March 9, 2022 | 400 - 401 |

12.4. Closed Session (for information)

None

13. County Report

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

14. Members Privilege - Good News & Celebrations

15. Closed Meeting

None

16. Confirming By-law

402

Be it resolved that by-law number 2022-040 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 16, 2022 be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

17. Adjournment

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

Schedule A – Request to Appear as a Delegation

I wish to appear before Council on:

(Please print clearly)

CONTACT NAME: Mark Bell, Development Manager	
Additional Speaker: Jason Moretto, CEO	
ADDRESS: 77 King St W Toronto	
POSTAL CODE: M5K1G8	TELEPHONE #: 4162097351
E-MAIL ADDRESS: mb@envestcorp.com	

New Delegation

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

Request to enter into a PSA for lands adjacent to Southgate Renewables Holdings Corp /
SOUTHGATE RENEWABLES LP CURRENT PROPERTY IN ECO-PARK.

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):

Approval to enter into a PSA for adjacent property.

Additional Delegation Information

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


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

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

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

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

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

 MARK BELL 1.03.2022
Signature Date

Signature Date

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

Approval

Council Date: March 16 2022

Municipal Clerk Initials: _____



BUILD OWN OPERATE *INNOVATE*

Township of Southgate – Delegation

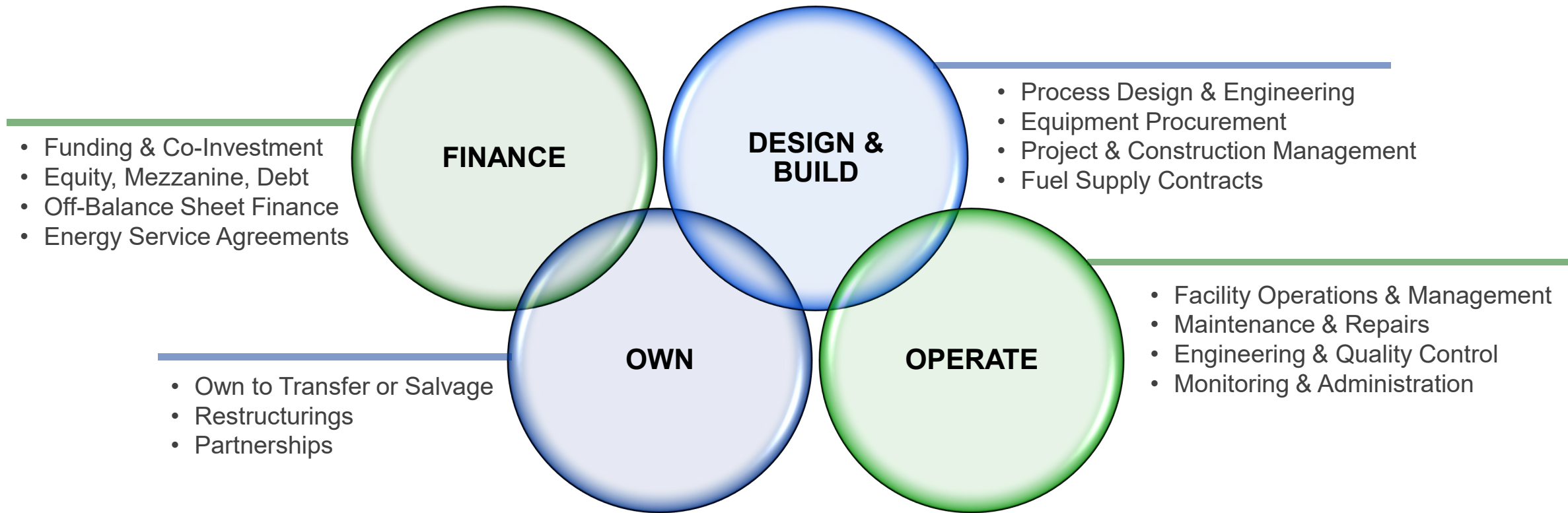
March 16, 2022

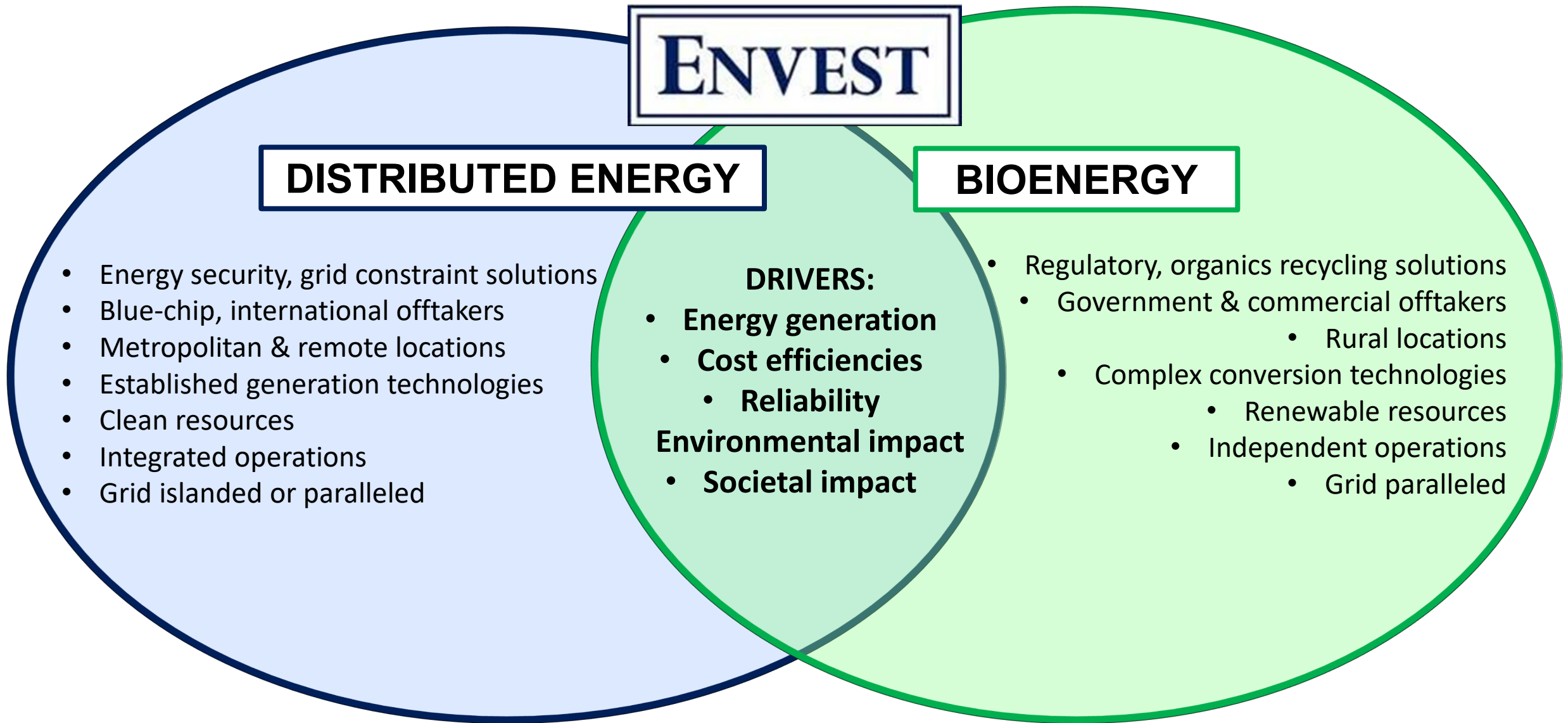
Presentation:

1. Overview
2. Bioenergy References
3. Site Extension Opportunity

1. Overview

- Envest is an independent energy producer delivering private utility and recycling solutions to industry and government
- Finance, build, own and operate turnkey clean energy systems to meet sustainability objectives in mission critical environments
- Focus on sustainable distributed energy and bioenergy using natural or renewable resources (e.g. natural gas, biogas, wind, etc.)
- Targeted opportunities are in the North American mid-market sector, and independent of regulated, utility-owned infrastructure





- Envest acquired the Petawawa anaerobic digester project in August 2021
- Project rebranded as “**Southgate Renewables LP**”
- Envest’s experience in constructing and operating a similar projects has resulted in modifications to the project design and operating considerations
- Envest taking steps to bring the facility into construction and operation:
 - Biogas Services Agreement executed with Enbridge on October 5, 2021;
 - Land acquisition executed on October 26, 2021;
 - Site plan modifications based on Envest experience;
 - Discussions with GRCA;
 - Evaluation of site expansion opportunities;
 - Preparation of ECA amendment documentation;
 - Preparation of SPA documentation; and
 - Negotiations with Enbridge on natural gas supply



2. Bioenergy References

Organics Recycling

- Located in Leamington, Ontario
- In operation since 2011
- Capacity expansion completed 2021 – 110,000 tonnes/year
- 150,000 GJ per year RNG project has commenced

Recycling

- Municipal “green-bin” source separated organics
- Commercial organics recycling

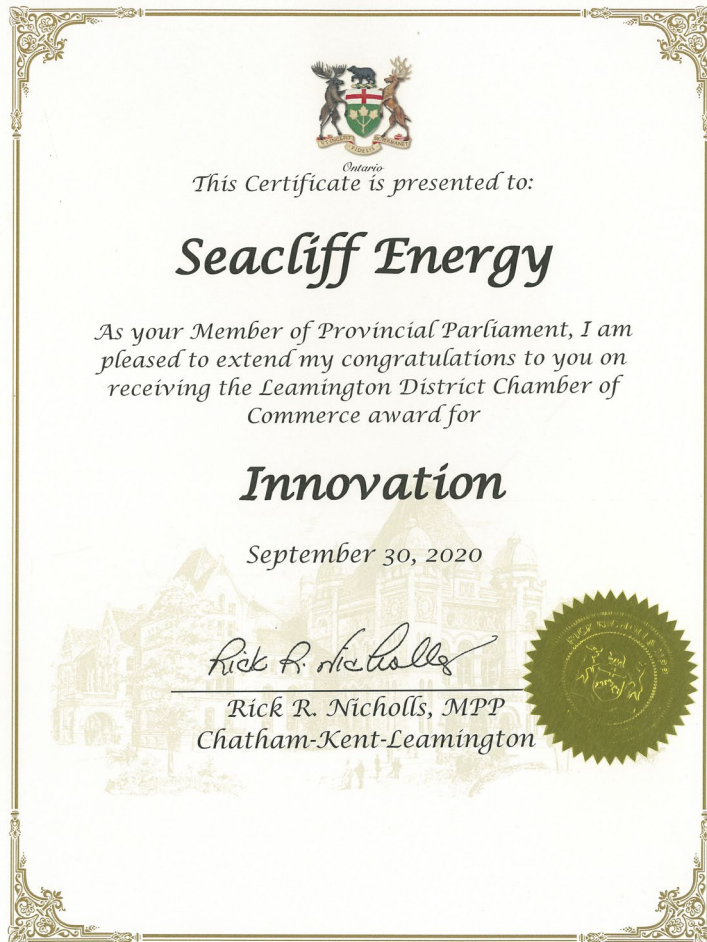
Fertilizer

- Licensed fertilizer production with certified organic fertilizer currently being sold

Renewable Energy & Organics Recycling Facility



- Recognized as a leader in its industry and community for years of technical innovation and operational excellence
- **Innovation Award** from the Leamington District Chamber of Commerce at the Annual Business Excellence Awards ceremony on September 30, 2020





** Successful proponent of City of Toronto long-term organics contract procurement, awarded April 2021*

Biodiesel

- Renewable biofuel facility in Miami, Florida, U.S.A.
- Zero-waste, multi feedstock production facility
- Capacity up to 10 M gallons of biodiesel per year

Glycerin

- Nameplate capacity production up to 1.8M gallons per year
- 95% purity glycerin

Renewable Biodiesel Facility



Biomethane

- Design engineering study underway
- Approximately 100,000 GJ per year of RNG
- Biogas is currently available and being flared
- Development, design, build, own and operate
- Target commercial operation date is Q4 2022

Joint Venture

- Co-development with a major natural gas utility
- Invest to own and operate

Off-Taker

- Discussions with several interested parties to date
- Government off-taker anticipated
- Long-term (20-year) offtake agreement anticipated

Renewable RNG Facility



Recycling

- Municipal “green-bin” source separated organics
- Commercial organics recycling
- Environmental Compliance Approval received from Ontario MECP
- Land Purchased October 2021
- Permitting to be completed 2022
- Commissioning anticipated for 2023

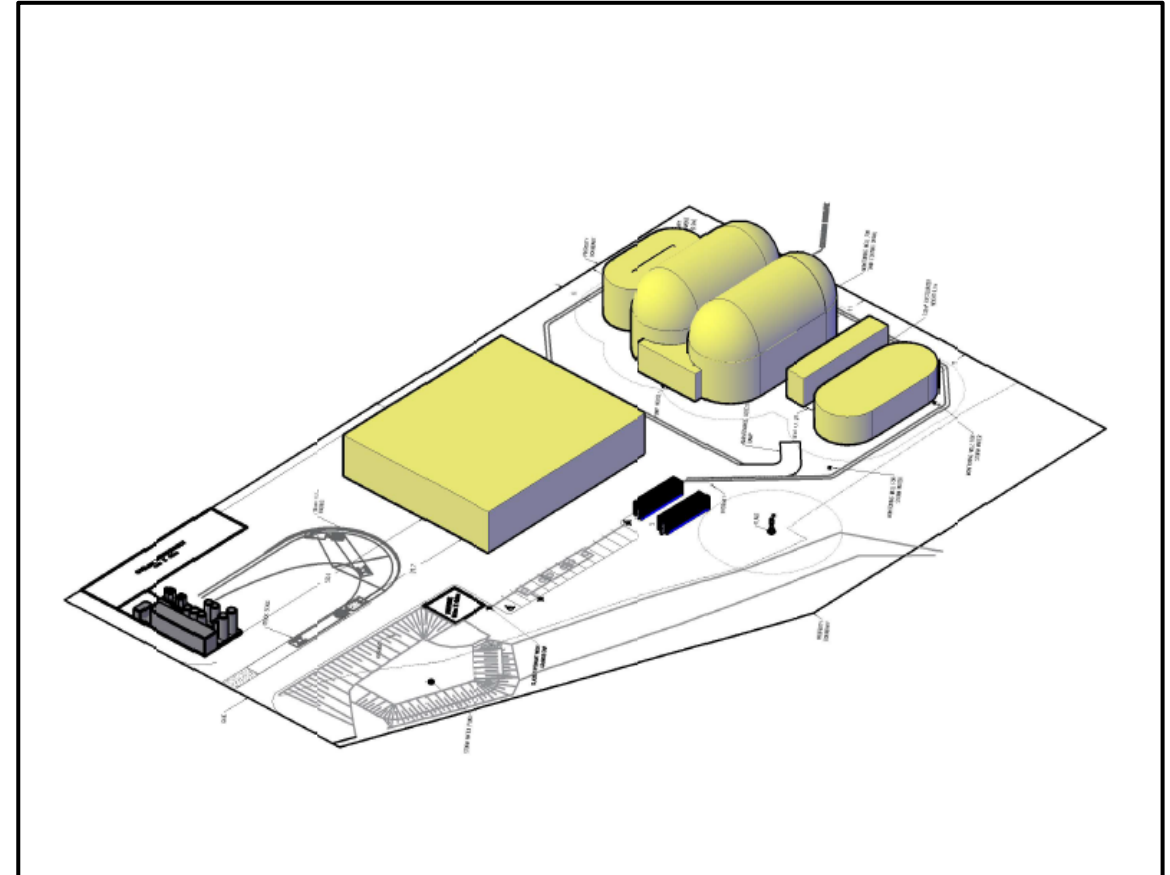
Energy

- Renewable natural gas – “RNG”
- Over 200,000 GJ per year RNG production
- 20-year RNG offtake agreement
- 24/7 baseload energy generation
- Interconnection to Enbridge pipeline
- Enbridge agreements executed winter 2021 / spring 2022

Fertilizer

- Licensed fertilizer production with certified organic fertilizer planned

Renewable Energy & Organics Recycling Facility



3. Site Extension Opportunity

- Constrained by ditch and ditch floodplain setback on western side
- Constrained by adjoining Green Om property on eastern side

- Truck turning radius is tight
- Difficult maneuvering
- No opportunity to expand tank farm



Additional adjacent lands to the south and east:

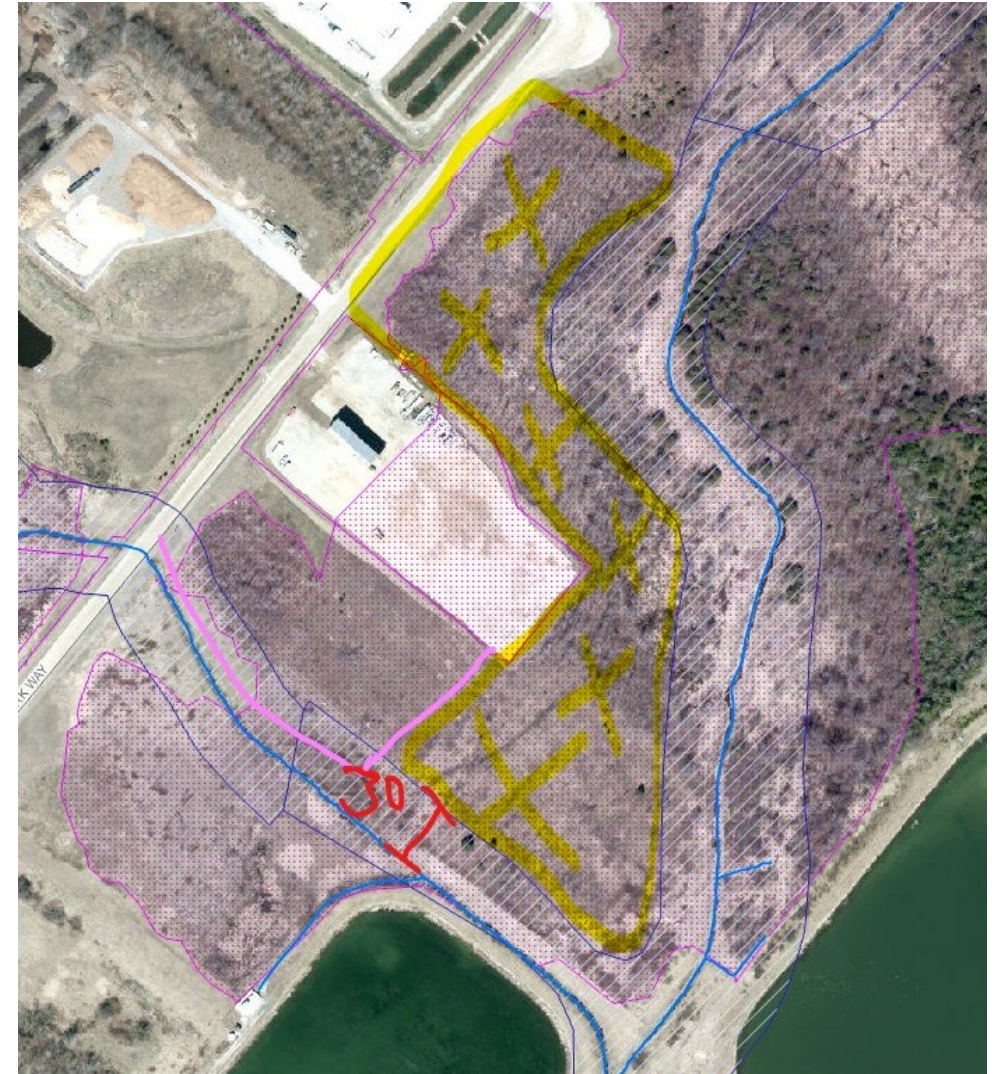
- Will require a buffer from ditch and wastewater lagoons
- Will require a buffer from wetlands

Evaluation report from Aboud Environmental:

- A portion of the adjacent lands are developable

Request

- Sale of this area to Southgate Renewables at same price as original transaction.
- Closing immediate, subject to confirmation from GRCA.





Contact:

Mark Bell

E: mb@envestcorp.com, T: (416) 209-7351

77 King Street West, Suite 3000, P.O. Box 95

Toronto, ON Canada M5G 1K8

www.envestcorp.com





Township of Southgate

Minutes of Council Meeting

March 2, 2022

9:00 AM

Electronic Participation

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

Staff Present: Dave Milliner, Chief Administrative Officer
Lindsey Green, Clerk
Jim Ellis, Public Works Manager
William Gott, Treasurer
Bev Fisher, Chief Building Official
Kevin Green, Facilities Manager
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

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

3. Land Acknowledgement

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

4. Open Forum - Register in Advance

No members of the public spoke at open forum.

5. Confirmation of Agenda

No. 2022-109

Moved By Councillor Sherson

Seconded By Deputy Mayor Milne

Be it resolved that Council confirm the agenda as presented.

Carried

6. Declaration of Pecuniary Interest

Councillor Rice declared a conflict of interest to Staff Report PW2022-009 due to a family member submitting quotes and tenders for equipment and road maintenance and did not participate in the discussion or voting of the item.

7. Delegations & Presentations

7.1 Delegation - Resident Corey Allen

No. 2022-110

Moved By Councillor Frew

Seconded By Councillor Shipston

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

Carried

8. Adoption of Minutes

No. 2022-111

Moved By Councillor Dobreen

Seconded By Councillor Rice

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

Carried

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

Mayor Woodbury requested a recorded vote on the main motion.

No. 2022-112

Moved By Councillor Shipston

Seconded By Councillor Sherson

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.

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

Nay (1): Councillor Rice

Carried (6 to 1)

9.1.2 CBO2022-003 – Building Department Vehicle Purchase

No. 2022-113

Moved By Councillor Dobreen

Seconded By Councillor Frew

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.

Carried

9.1.3 CBO2022-004 – By-Law Enforcement Vehicle Purchase

No. 2022-114

Moved By Councillor Sherson

Seconded By Councillor Dobreen

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.

Carried

9.2 Facilities Manager Kevin Green

9.2.1 REC2022-002 - Lawn Maintenance Contract 2022-2023

No. 2022-115

Moved By Councillor Dobreen

Seconded By Councillor Rice

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.

Carried

9.3 Treasurer William Gott

9.3.1 FIN2022-009 - Development Charge Study RFP

No. 2022-116

Moved By Deputy Mayor Milne

Seconded By Councillor Sherson

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.

Carried

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

Councillor Rice declared a conflict of interest to Staff Report PW2022-009 due to a family member submitting quotes and tenders for equipment and road maintenance and did not participate in the discussion or voting of the item.

No. 2022-117

Moved By Councillor Sherson

Seconded By Councillor Shipston

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.

Carried

9.5 Clerk Lindsey Green

9.5.1 CL2022-004 - Southgate Community Fund Management Committee Membership

No. 2022-118

Moved By Councillor Shipston

Seconded By Councillor Sherson

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 Dobreen and Milne to the Southgate Community Fund Management Committee for the remainder of the 2022 term.

Carried

9.5.2 CL2022-005 - Southgate Recreation Advisory Committee Membership

No. 2022-119

Moved By Councillor Rice

Seconded By Councillor Dobreen

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

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

Carried

Council recessed at 10:22 AM and returned at 10:30 AM.

9.6 Chief Administrative Officer Dave Milliner

9.6.1 CAO2022-006 - Dundalk Olde Town Hall Update Report

Mayor Woodbury requested a recorded vote on the main motion.

No. 2022-120

Moved By Councillor Sherson

Seconded By Councillor Frew

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.

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

Nay (1): Councillor Rice

Carried (6 to 1)

**9.6.2 CA02022-007 - Southgate-Flato Green Eco Park
Phase II Land Development Property Sale Report**

No. 2022-121

Moved By Deputy Mayor Milne

Seconded By Councillor Dobreen

Be it resolved that Council receive staff report CA02022-007 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.

Carried

**9.6.3 CA02022-008 - Southgate 2019-2023 CAP - 2021
Annual Report and 2022 CAP Project Plans**

No. 2022-122

Moved By Councillor Frew

Seconded By Deputy Mayor Milne

Be it resolved that Council receive staff report CA02022-008 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.

Carried

9.6.4 CAO2022-009 - 2022 OGRA Delegation Request Report

No. 2022-123

Moved By Councillor Sherson

Seconded By Councillor Rice

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.

Carried

9.7 Planner Clinton Stredwick

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

No. 2022-124

Moved By Councillor Dobreen

Seconded By Councillor Frew

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.

Carried

9.7.2 By-law 2022-031 - Site Plan Agreement - 2137569 Ontario Inc - Greenlid

Mayor Woodbury requested a recorded vote on the main motion.

No. 2022-125

Moved By Deputy Mayor Milne

Seconded By Councillor Dobreen

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.

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

Carried (7 to 0)

Councillor Dobreen moved the following motion.

No. 2022-126

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that Council proceed past noon.

Carried

10. By-laws and Motions

None.

11. Notice of Motion

None.

12. Consent Items

12.1 Regular Business (for information)

No. 2022-127

Moved By Councillor Sherson
Seconded By Councillor Frew

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

Carried

12.1.1 FIRE2022-008 - Sale of Pumper 7

12.1.2 PW2022-010 - Department Report

**12.1.3 Township of Southgate Support Letter from
Mayor John Woodbury - SEGCHC Business Case to
Ontario Health**

12.2 Correspondence (for information)

No. 2022-128

Moved By Councillor Shipston
Seconded By Councillor Rice

Be it resolved that Council receive the items on the Correspondence consent agenda dated March 2, 2022 as information.

Carried

**12.2.1 SMART - December 3 SMART Board Meeting
Minutes - received February 10, 2022**

**12.2.2 OFMEM - Emergency Exercise Requirement -
received February 10, 2022**

**12.2.3 GBPH - Public Health Updates to Dental Clinics -
received February 14, 2022**

**12.2.4 Seeking Support for Bill C-229 - received
February 15, 2022**

**12.2.5 Bell Canada - Tower Lease Agreement Renewal
Notice - received February 18, 2022**

12.2.6 SVCA - January 20, 2022 Approved Meeting Minutes - received February 21, 2022

12.2.7 Ontario Farmland Trust - 2022 Farmland Forum Flyer - received February 22, 2022

12.2.8 BWDSB - Letter to Minister of Education - received February 23, 2022

12.2.9 MPAC - Assessment Change Summary - Township of Southgate

12.2.10 The Saugeen Economy - July-December 2021 Newsletter

12.3 Resolutions of Other Municipalities (for information)

No. 2022-129

Moved By Councillor Dobreen

Seconded By Deputy Mayor Milne

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

Carried

12.3.1 Township of Glengarry - Abandoned Cemeteries - received February 10, 2022

12.3.2 Township of Glengarry - Joint and Several Liability - received February 10, 2022

12.3.3 Municipality of Central Elgin - Joint and Several Liability - received February 11, 2022

12.3.4 Municipality of Shuniah - Northern Ontario Schools of Medicine - received February 11, 2022

12.3.5 Township of Limerick - Gypsy Moth Resolution - received February 14, 2022

**12.3.6 Township of Adelaide Metcalfe - Closing
Revolving Door of Justice - received February 16,
2022**

**12.3.7 Township of Puslinch - Infrastructure Funding -
received February 17, 2022**

**12.3.8 Municipality of Grey Highlands - South East
Grey Community Health Centre Primary Care
Business Case - received February 22, 2022**

**12.3.9 Town of Aurora - Request to Dissolve OLT -
received February 22, 2022**

**12.3.10 Prince Edward County Ontario - Renovictions -
received February 23, 2022**

**12.3.11 Township of Alnwick - Year of the Garden 2022
- received February 23, 2022**

12.4 Closed Session (for information)

None.

13. County Report

Mayor Woodbury noted that County Council continues to participate in a hybrid setting of in-person and online participation. Highlights from the most recent County Council meeting can be found [here](#).

14. Members Privilege - Good News & Celebrations

Mayor Woodbury commended the JunCtian Community Initiatives group for the events they held for Black History Month. He noted that their theme was acknowledging our history and where we can go from here and that all the events were very well done.

Deputy Mayor Milne announced that the Egremont Optimist Club has been given the go ahead to organize and hold their annual Maple Fest Event in Holstein. He noted the Public Health has been consulted and that everyone is looking forward to the return of the event. Maple Fest is being held on April 9th and 10th this year.

15. Closed Meeting

No. 2022-130

Moved By Councillor Rice
Seconded By Councillor Frew

Be it resolved that Council proceed into closed session at 11:35 AM in order to address matters relating to Personal Matters about an Identifiable Individual (Subject: CAO Performance Review - Staff Report HR2022-0007C); and
That HR Coordinator Kayla Best and Clerk Lindsey Green remain in attendance.

Carried

Council recessed at 11:35 AM and returned at 11:42 AM.

No. 2022-131

Moved By Councillor Sherson
Seconded By Councillor Shipston

Be it resolved that Council come out of Closed Session at 12:56 PM.

Carried

Council recessed at 12:56 PM and returned at 12:57 PM.

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

No. 2022-132

Moved By Councillor Dobreen
Seconded By Deputy Mayor Milne

Be it resolved that Council receive Staff Report HR2022-007C for information; and
That Council direct staff to provide a summary of the CAO review feedback, as received, to the CAO for review; and
That staff be directed to bring CAO comments to the Regular Meeting of Council on April 6, 2022 in Closed Session for discussion with Council, HR Coordinator and CAO.

Carried

16. Confirming By-law

Mayor Woodbury requested a recorded vote on the main motion.

No. 2022-133

Moved By Councillor Shipston

Seconded By Councillor Rice

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.

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

Carried (7 to 0)

17. Adjournment

No. 2022-134

Moved By Deputy Mayor Milne

Be it resolved that Council adjourn the meeting at 1:01 PM.

Carried

Mayor John Woodbury

Clerk Lindsey Green



Staff Report FIRE2022-010

Title of Report: FIRE2022-010- Training Night Wage Increase
Department: Fire
Council Date: March 16, 2022

Recommendation:

Be it resolved that Council receive Staff Report FIRE2022-010 for information; and
That Council approve increasing training nights from 2 to 3 hours per session, with a wage increase for the Volunteer Firefighters training attendees from \$35.00 to \$50.00 per night; and
That Council approve that Cost of Living Allowance be applied to training wages in 2023.

Background:

The Dundalk Fire Department has been training bi-weekly with truck checks being completed on a separate night. Currently training nights have been two hours only with payment being a flat rate of \$35.00

If a firefighter attends 100% of training nights the firefighter will receive 48 hours of firefighter training and 24 hours of truck check maintenance. The Dundalk fire department attendance requirements for training is currently 70%.

Staff Comments:

During discussions with the province regarding mandatory certification the topic of training nights was brought up and what the correct number or industry standard of training hours a year should be for volunteer firefighters. There was and is no concrete answer for this question.

Currently the department responds to medical assists, carbon monoxide alarms, motor vehicle accidents, industrial accidents, fires (grass, chimney, vehicle, structure), fluid leaks, gas leaks and power lines down. Staff believe the current hours of training is not sufficient enough to provide adequate safety to our members.

Officers agree that by increasing the training nights from the current 2 hours to 3 hours will allow for a total of 84 hours of training with 24 hours still dedicated to truck check maintenance will provide firefighters the appropriate training required to perform safely on scenes. With the increase to time training at the hall staff feel it is only fair to increase the practice rate to a flat rate of \$50.00 a training night subject to COLA each year.

Financial Implications:

There will be a potential increase of \$13,365.00 paid out in wages for practices if every member attends 100% of practices for the remainder of the year. Due to the

vacancy of a Deputy Chief position in the first quarter, this increase cost for training night compensation will be within the approved 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:	<u><i>Original Signed By</i></u>	CAO Approval:	<u><i>Original Signed</i></u>
	Derek Malynyk, Fire Chief Official		Dave Milliner, CAO



Staff Report REC2022-001

Title of Report: REC2022-001-Memorial Park Facility Upgrades Approval
Department: Recreation
Council Date: March 16, 2022

Recommendation:

Be it resolved that Council receive Staff Report REC2022-001 for information; and
That Council approve the additional 2022 capital budget allocation of \$76,000 from the Recreation Infrastructure Reserve to complete the project completion based on the initial project cost estimates; and
That Council approve the Memorial Park Pool and Pavilion Building Retrofit Project RFP for release.

Background:

Capital Budget funds were allocated for Memorial Park Facility Upgrades.

Staff Comments:

Facilities Manager has completed the Request for Pricing on the Memorial Park Pool Building and Pavilion Building Retrofit RFP. With the project completion date identified as Jan 31, 2023, the need to secure a contractor is time sensitive.

Included in the application is the Macintyre Lawn Bowling landscape project. Request for Pricing will be completed at later date.

Financial Implications:

Total cost for the Project is \$589,000. Grant funding pending official notification is \$412,300. The Township of Southgate's contribution is \$176,700. The 2022 budgeted funding was initially budgeted for \$100,000 to come from reserves. The shortfall cost of \$76,600 will also be secured with reserve funding using Recreation – Infrastructure Reserve.

Communications & Community Action Plan Impact:

Goal 4 - Adequate and Efficient Public Facilities

Strategic Initiatives 4-A (2019-2023):

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.

Concluding Comments:

Project timeline will tender in April-May and have Memorial Park Pool and Lions Pavilion renovations commence September 2022 after the normal summer usage. Projects would then be completed by January 31st, 2023, and ready for use in the next summer season.

Respectfully Submitted,

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

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

Attachments:

- Attachment 1 - Memorial Park Pool and Pavilion Building Retrofit Project RFP
- Attachment 2 - Pool Renovation Floor Plan
- Attachment 3 - Lions Pavilion Floor Plan

Township of Southgate

Administration Office

185667 Grey Road 9, RR 1

Dundalk, ON N0C 1B0



Phone: (519) 923-2110

Toll Free: (888) 560-6607

Web: www.southgate.ca

Attachment #1

Township of Southgate

Request for Proposals (RFP)

Memorial Park Pool and Pavilion Building Retrofit Project

Instructions to Bidders

1. Project Information

Sealed quotations clearly marked "**Memorial Park Pool and Pavilion Building Retrofit Project RFP**" must be addressed to the following location and attention:

Township of Southgate
Attention: Memorial Park Pool and Pavilion
Building Retrofit Project RFP
185667 Grey Rd 9, RR 1
Dundalk, Ontario N0C 1B0

Submission closing date: **April 21, 2022, at 1:00 pm**

2. Scope of Project

The intent of this RFP document and the project is to select a contractor to upgrade the Memorial Park Pool and Pavilion Buildings as described in this RFP document.

The project is a design build that may need engineering services and will require an architectural review for the purpose of life safety requirements and facility compliance with the Ontario Building Code and other applicable legislation related to this facility use. The first step in the project for the successful contractor prior to the start of construction will be to develop a final design of the engineered drawings and architectural plans and review those documents with the Township's project team to ensure compliance with the project goals and specifications. A suggested floor plan for each facility has also been included in this RFP document.

Township of Southgate

Administration Office

185667 Grey Road 9, RR 1

Dundalk, ON N0C 1B0



Phone: (519) 923-2110

Toll Free: (888) 560-6607

Web: www.southgate.ca

Attachment #1

3. Examination of Site

Each Contractor is recommended by the Township of Southgate to visit the project site of the proposed work before submitting the proposal response to be aware of the building conditions that will be present while completing the building upgrades. 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 proposal.

4. Building Upgrade Location:

Memorial Park
250 Owen Sound Street
Dundalk, Ontario N0C 1B0

5. Contacts:

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

Dave Milliner, CAO
Phone: (519) 923-2110 x210
dmilliner@southgate.ca

All questions and requests for interpretation or clarification are to be made in writing to dmilliner@southgate.ca and shall use the subject line "Memorial Park Pool and Pavilion Building Upgrades Project RFP".

For building information and/or site visits the contact person is:

Kevin Green
Phone: 519-374-3130
kgreen@southgate.ca

6. Proposal Opening

The opening of the submissions shall commence just after 1:00 p.m. on Thursday April 21, 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.

7. Project Timelines

The Township of Southgate approximate project timelines are as follows:

- i. RFP Close date: April 21, 2022
- ii. Commencement of RFP Evaluations: April 22, 2022
- iii. Recommendation to Council for Approval: May 4, 2022
- iv. Notification of Successful Contractor: May 6, 2022
- v. Project Commencement: September 1, 2022 (Date and project timelines shall be provided as part of the contractor's bid submission)
- vi. Substantial Completion: January 31, 2023.



Attachment #1

Project Specifications

1. Project General:

The project specifications are outlined below and shall be incorporated into the final design drawing for the project and be considered during engineering and architectural review of the plans:

- a) Construction and retrofitting to restore Pool and Pavilion Building to safe and modern Facilities. Included in the process is to make the facilities accessible and carbon neutral.
- b) Project funding requirements for the project:
 1. Retrofits to the Memorial Park Pool building to fix deteriorating block structure, improve accessibility of the change rooms and incorporate clean energy to reduce greenhouse gas emissions (geothermal, lighting and solar panels).
 2. Retrofits to the Lions Pavilion to fix deteriorating block structure, improve accessibility of the kitchen and bathrooms.
- c) The retrofit/redesign of the facilities will incorporate energy saving measures that will reduce natural gas and hydro use at the facility.
 1. Maximizing natural lighting to be included in the design of the project.
 2. Clean energy will also be incorporated into the redesign. This includes geothermal heat, which will be added and used to reduce the amount of natural gas required to power the pool heater. 514,000 BTU of natural gas per year is expected to be saved as a result. Solar panels will be added to the roof, to offset hydro use at the site.
- d) Design floor plans included are representative of facility requirements.

2. Project Specifics:

- a) Contractor to provide engineering services and will require an architectural review.
- b) Facilities will require some demolition of deteriorating structure including the existing poured concrete slab.
- c) Retrofit requires partial new foundation for portions of the building. New poured concrete floor required for entire retrofit.
- d) Contractor to supply all required building materials and labour to complete project and obtain occupancy.

Township of Southgate

Administration Office

185667 Grey Road 9, RR 1

Dundalk, ON N0C 1B0



Phone: (519) 923-2110

Toll Free: (888) 560-6607

Web: www.southgate.ca

Attachment #1

-
- e) Contractors to provide the electric service requirements and specifications related to electrical servicing and conduit installation necessary for the project related to required building upgrades as defined or described in this RFP document. The contractor may provide the electrical requirements of the project through the use of existing electrical servicing, relocation of some services or new circuits as required, as long as it meets the electrical code requirements. Contractor proposals shall include all electrical requirements of the 2 accessible washrooms, pool retrofit, and pavilion retrofit.
 - f) Contractors to provide plumbing and fixtures for all washroom and kitchen amenities including 2 accessible washrooms and showers located within pavilion campground washrooms.
 - g) Contractors to provide geothermal heat to pool location, which will be added and used to reduce the amount of natural gas required to power the pool heater. Geothermal project to include option of including existing Macintyre building located on the property. Solar panels will be added to the roof, to offset hydro use at both locations Pavilion location is operated only during the summer months, mechanical requirements are to reflect use.
 - h) Pavilion Kitchen project includes concession for stainless steel counter tops and open concept under counter shelves. Sink requirements to meet health standards, three basin sink and hand wash location if applicable.
 - i) Contractor to supply and install Pool changeroom partitions. Materials used to be defined in Bid Form.
 - j) Contractor to supply and install fixed Pool registration desk.
 - k) Contractor to supply and install washroom vanities, shower benches, all washroom amenities required for use.
 - l) Building Material specific:
 - a. Contractor to supply and install steel roofing.
 - b. Rigid waterproof material installed from floor to min 4ft on all walls
 - c. Water resistant materials to be used on all other finishes.
 - d. Doors to be of commercial grade steel. May require fire rating based on engineering design.



Attachment #1

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 protect 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 \$5 million inclusive.
- (b) All liability policies shall be written in such terms as to 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 the County of Grey shall be subject to a cross liability clause. The Contractor agrees to provide to Southgate and Grey County 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 the 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 property must be made good to the satisfaction of Southgate.

Township of Southgate

Administration Office

185667 Grey Road 9, RR 1

Dundalk, ON N0C 1B0



Phone: (519) 923-2110

Toll Free: (888) 560-6607

Web: www.southgate.ca

Attachment #1

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**

All equipment safeguards and protection shields shall be installed and maintained to adequately guard against injuries to the public, particularly children and workmen, by accidents around and adjacent to the project.

7. **Director of Work**

The Chief Administrative Officer and/or Facilities Manager will be the contacts for the contractor during the project and reserve the right to inspect the Contractor's work.

8. **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.

9. **Acceptance or Rejections**

- Lowest or any RFP tender is not necessarily accepted.
- All RFP proposals must provide pricing for Submission #1 and Submission #2

Southgate reserves the right to award the project 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 tender received, if in Southgate's opinion, it is in the best interest of the Township.

Township of Southgate

Administration Office

185667 Grey Road 9, RR 1

Dundalk, ON N0C 1B0



Phone: (519) 923-2110

Toll Free: (888) 560-6607

Web: www.southgate.ca

Attachment #1

10. **Site and Project Progress Meetings with Contractor**

The successful bidder will be required to hold project site meetings at least once every 30 days, or more frequently, if required by the Contractor or the Township's project management review team.

11. **Proposals to Include:**

- a) Description of Firm - Firm's brief history with highlights of services provided.
- b) Curriculum Vitae/Expertise - An outline of qualifications and experience of the team members, including all sub-consultants, to be assigned to each phase of the project. Indicate the names of all personnel, and experience that will be involved in the design of each discipline, including, building design, electrical, mechanical and project management. As time is of the essence in this project, identify team availability. Personnel substitution will not be accepted without prior approval of the Township of Southgate.
- c) Team Organization - The respective roles and responsibilities team members will take in the project team organization and in the development of design/tender documents, contract administration and commissioning of the project.
- d) Project Experience - Brief documentation on significant similar projects, with client references, project description, reduced size design drawings and photographs (max. 8-1/2" x 11"), together with a brief description of all other projects of relevance.
- e) Design Concept - A brief description on design approach, a brief description of materials to be used, and rendering of final building interior.
- f) Project Schedule - An outline of the approach proposed to meet the requested schedule(s) and what other resources will be made available by the proponent/sub-consultants to meet set end dates, if during the design process, delays occur.
- g) Cost Control - An outline of the approach proposed to effect cost control. Provide details on demonstrated projects where respondent met the budget which was initially set, and met post construction phase. Provide steps taken to maintain initial budget.



Attachment #1

Evaluation and Selection

Selection Process

Proposals will be assessed on the basis of information provided by the Respondent at the time of submission. The evaluation of Proposals will be conducted by an evaluation team comprised of staff members from the Township of Southgate and the Corporation of the County of Grey 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 Expertise of Team	10
2.	Experience with projects of similar size and complexity.	20
3.	Approach to design concept including suggested materials.	20
4.	Approach to Timing Control and Schedule	15
5.	Approach to Cost Control	10
6.	Fees	25
	Total	100

The Corporation reserves the right to reject any or all proposals. The Corporation also reserves the right to not proceed with the project 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.

Evaluation of the project engineer and project support staff will include an assessment of the firms overall ability to provide multi-disciplinary capabilities and resources to this project and the Project Managers past experience on similar projects.

Township of Southgate

Administration Office

185667 Grey Road 9, RR 1

Dundalk, ON N0C 1B0



Phone: (519) 923-2110

Toll Free: (888) 560-6607

Web: www.southgate.ca

Attachment #1

The assessment of past project experience will include evaluation of the Consultant's success with previous experience of this nature, the previous experience of proposed staff for this project, the stability and reputation of the firm, particularly in the area of design/build services.

Respondents shall include in their proposal a minimum of three (3) project references demonstrating these attributes, preferably in projects of a similar magnitude and design to that specified herein.

The project 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 references on the Respondents, the results of which may affect the award decision.

The Township reserves the right to negotiate Terms of Reference including materials used, with the awarded Respondent. These negotiations may affect price proposal.

Township of Southgate

Administration Office

185667 Grey Road 9, RR 1

Dundalk, ON N0C 1B0



Phone: (519) 923-2110

Toll Free: (888) 560-6607

Web: www.southgate.ca

Attachment #1

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 24 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.

Note: A WSIB Certificate must be attached.

Contractor Approval: _____ **Phone Number:** _____

Township of Southgate

Administration Office

185667 Grey Road 9, RR 1

Dundalk, ON N0C 1B0



Phone: (519) 923-2110

Toll Free: (888) 560-6607

Web: www.southgate.ca

Attachment #1

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: _____ **Dated:** _____ 2022

Township of Southgate

Administration Office

185667 Grey Road 9, RR 1

Dundalk, ON N0C 1B0



Phone: (519) 923-2110

Toll Free: (888) 560-6607

Web: www.southgate.ca

Attachment #1

Bid Form

Statement of Qualifications:

Experience—Statement of Companies expertise in this Business

Note: Attach any brochures and company profile that would support this section.

Contractor References

Company	Contact	Phone #
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Payment Terms:

Each bid proposal shall provide a payment terms based on the RFP price submitted for the project as work is completed. The contractor shall provide a progress payments schedule on a percentage basis on the completion of the project work.

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 Contractor Health & Safety Agreement form;
3. Complete the Bid Checklist and Submissions Required form;
4. Provide Bid Form responses;
5. Complete bid responses using the RFP Pricing Submission form;
6. Complete the Contractor Acceptance; and
7. Provide any supporting documentation, materials, proposal explanations, drawings, concept plans, etc. will be accepted and used as part of the selection process.

Township of Southgate

Administration Office

185667 Grey Road 9, RR 1

Dundalk, ON N0C 1B0



Phone: (519) 923-2110

Toll Free: (888) 560-6607

Web: www.southgate.ca

Attachment #1

RFP Pricing Submission

Pricing submission to include completing the project work inclusive of time, all materials, consultant costs and site meetings as described in this RFP document.

Project Components

Price before Taxes

Engineering Design Build Plan Development &
Architectural Review

\$ _____

Pool Building Retrofit
Demolition and Reconstruction

\$ _____

Pavilion Retrofit
Demolition and Reconstruction

\$ _____

Kitchen Upgrades

\$ _____

Plumbing Cost

\$ _____

Electrical Cost

\$ _____

Mechanical Equipment Costs

\$ _____

****Include description & specifications on equipment being recommended**

Pool Changeroom Partitions/ Washroom Partitions
Quoted Material: _____

\$ _____

Other Project Costs

\$ _____

Sub-Total Project Cost

\$ _____

HST Taxes 13%

\$ _____

Total Project Cost

\$ _____

Township of Southgate

Administration Office

185667 Grey Road 9, RR 1

Dundalk, ON N0C 1B0



Phone: (519) 923-2110

Toll Free: (888) 560-6607

Web: www.southgate.ca

Attachment #1

Contractor Acceptance

I/we, the undersigned, have carefully examined and/or discussed the project site of the proposed work and, hereby agree to furnish all labour, materials, equipment and services necessary to complete the work in accordance with the attached Instructions to Bidders, General Conditions and Specifications for RFP Contract Price or Proposal as submitted:

Name of Contractor _____

Address _____

Contact Person _____

Phone Number _____

Workers' Compensation Number _____

Contractors' Insurance Company _____

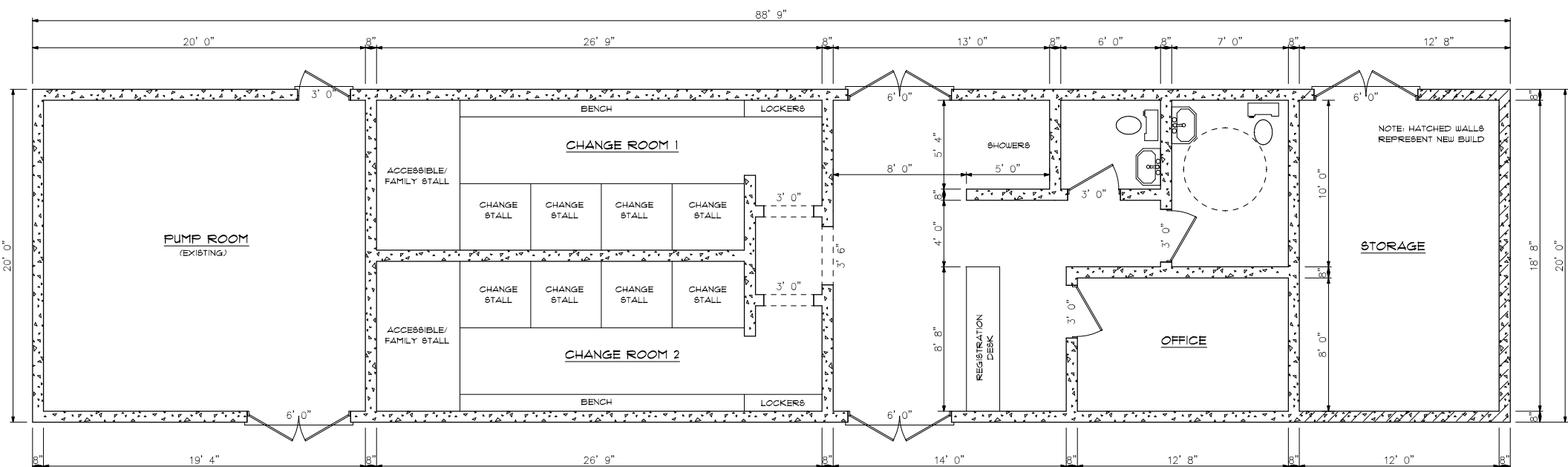
Address _____

Contractor Approval Signature

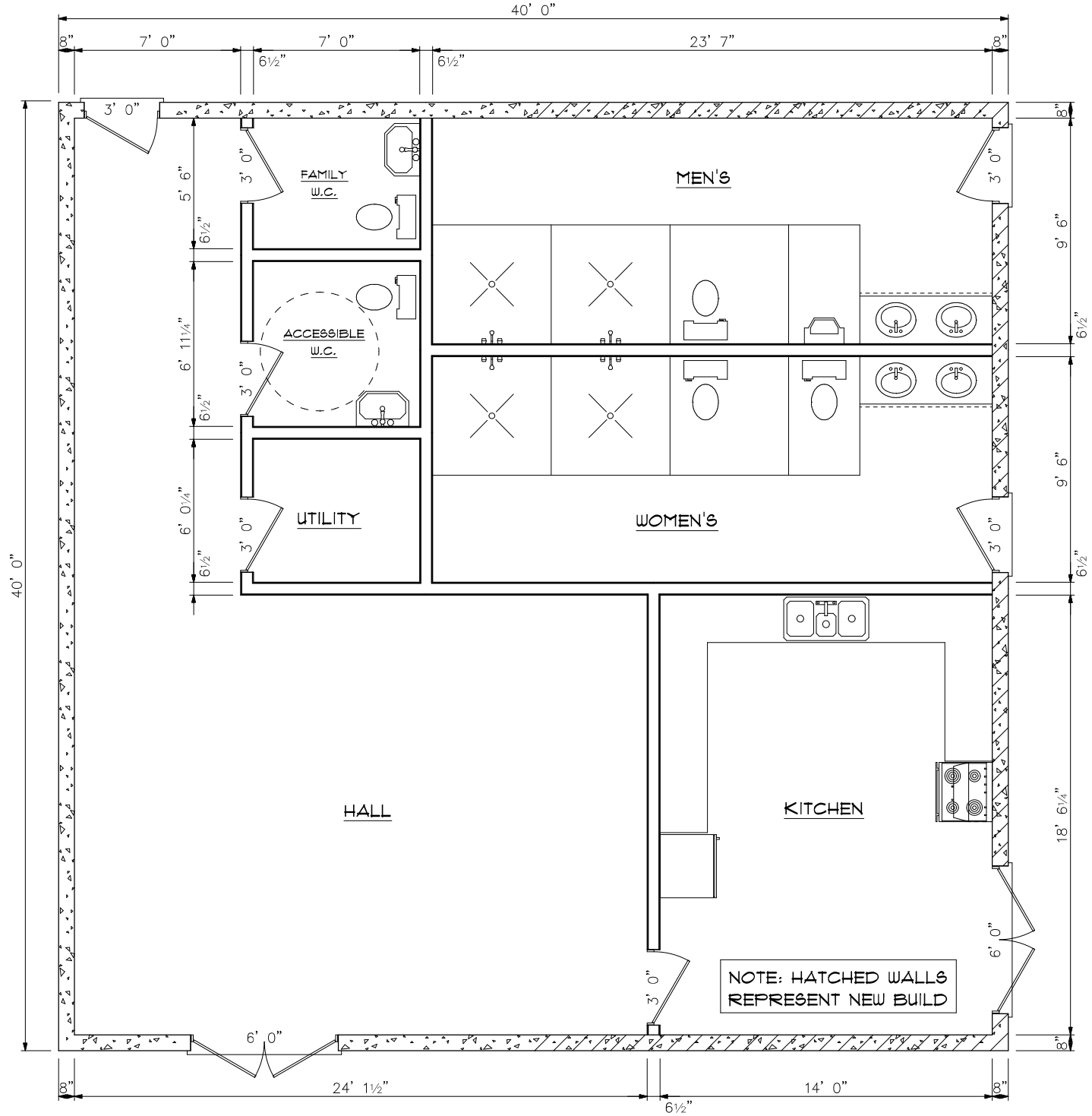
Dated

Bid Proposal Schedules:

- Schedules A – Pool Project Floor Plan
- Schedules B – Pavilion Project Floor Plan



DUNDALK POOL RENOVATION - 2022





Staff Report PW2022-011

Title of Report: PW2022-011
Department: Public Works
Branch: Transportation & Public Safety
Council Date: March 16, 2022

Recommendation:

Be it resolved that Council receive Staff Report PW2022-011 for information; and
That Council direct staff to apply for the EPCOR Go EV Program for the South Georgian Bay region funding; and
That if grant funding is approved, the Township will fund the remaining costs from the Tax Stabilization Reserve for the project.

Background:

Economic Development Officer Terri Murphy and Public Works Manager Jim Ellis have been in discussions with William Harvey from the EPCOR Go EV Program. EPCOR has been selected by Natural Resources Canada to support the Government of Canada's Zero Emission Vehicle Infrastructure Program (ZEVIP) program to develop charging station infrastructure focused on Ontario's South Georgian Bay region.

The program supports Electrical Vehicle (EV) charging station installation requirements, including purchased equipment, technical services, licences and permits, construction, and related direct costs. Eligible EV charging locations include:

- multi-unit residential buildings;
- light-duty vehicle fleets;
- workplaces;
- on-street parking; and
- public venues such as retail parking, restaurants, hotels, hospitals, municipal lots and other community facilities.

Approved applicants will see the program cover up to 50 % of costs associated with purchasing and installing charging stations, up to a total of \$100,000.

The application deadline is before midnight, March 31, 2022. (Attachment #1)
Selected applicants will commit to the project within 60 days with the following information:

- Provide your EV charging station project cost estimate detailing the type and quantity of charger(s), including a summary of all eligible costs;
- Provide a specification sheet for each type of eligible EV charger you are proposing;

- Demonstrate you have secured your own funding and are commencing project construction; and
- Provide your completed and signed Project Agreement. (Attachment #2)

Staff Comments:

Being part of the LAS AMO Business Services, Southgate is eligible to participate in the Canoe Procurement Group of Canada. The partnership works with municipal, not-for-profit, and public sector organizations to secure preferential pricing and service by combining the purchasing power of its entire membership to create an economy of scale.

To satisfy procurement compliance, the Canadian Free Trade Agreement requires the following notification to be posted annually on the Southgate website:

[Insert Municipality Name] intends to participate in one or more procurements conducted by Local Authority Services (LAS) between [month/year to month/year, for indefinite term projects include one year only and post annually]. For further information and access to LAS request for proposal (RFP) notices, please review the website at www.las.on.ca. (Attachment #3) For EV charging stations, FLO Services Inc. is an eligible supplier through the Canoe purchasing program.

With the Proton Street Parking Lot project, conduits have been installed to accommodate wiring for 2-dual pedestal EV charging stations, in the corner of the lot, adjacent to the Proton Street sidewalk and the CIBC bank.

Staff are recommending the Level 2 EV charging systems, which are in the range from 3.3kw/h to 19.2 kw/h which for 1 hour of charging can provide 30 to 40 kilometres travelling power.

An active Global Management Services subscription is available and would enable features such as monitoring, web portal, for setting pricing and payment and data collection. This system has the ability to collect user fees at each charging station to recapture the Townships portion of the cost. More details will be available when the proposal from FLO is received. (Attachment #4)

The EPCOR funding for Level 2 charges has a maximum amount of \$5,000.00 per connector for eligibility, for this Southgate project maximum funding would be \$20,000.00.

Working with FLO Services Inc. pricing is being obtained for supply and installation of the EV charges for the Proton Street parking lot.

Financial Implications:

This project was not included in the 2022 Budget. The Proton Street Parking Lot EV Chargers project is estimated to cost of \$40,000. The EPCOR grant funding, if successful, would cover 50% of the costs, up to \$20,000. Staff recommends that if the project receives EPCOR funding contributions, that the remaining \$20,000 be funded by the Tax Stabilization Reserves.

Communications & Community Action Plan Impact:

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 5 - Upgrading our "Hard Services"

Action 5:

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

Concluding Comments:

Staff recommends that Council receive Staff Report PW2022-011 for information, and that Council direct staff to submit an application to EPCOR Go EV Program for the South Georgian Bay region, and that if grant funding is approved, the Township will fund the remaining costs from the Tax Stabilization Reserve for the project.

Respectfully Submitted,

Dept. Head: **Original Signed By**

Jim Ellis, Public Works Manager

Dept Head: **Original Signed By**

Terri Murphy, Economic Development Officer

Treasurer Approval: **Original Signed By**

William Gott, CPA, CA Treasurer

CAO Approval: **Original Signed By**

Dave Milliner, CAO

Attachments:

Attachment #1 - GoEV-funding-application-form

Attachment #2 - GoEV-project-agreement-for-applicants

Attachment #3 - LAS Group Buying CFTA Compliance

Attachment #4 - FLO Commercial Solution EN



EPCOR Go EV Application Form

A. APPLICANT INFORMATION

Complete the following information. This should match the information entered into the EPCOR Project Agreement which will be required of all selected Applicants at a later date.

- Legal Company Name: The Corporation of the Township of Southgate
- Company Address: 185667 Grey Road 9 Dundalk
- City/Province/State: Ontario
- Postal/ZIP: N0C 1B0
- Country: Canada

Primary Contact

- First Name: Jim
- Last Name: Ellis
- Title: Public Works Manager
- Phone Number: 519-923-2110 ext 250
- Email Address: jellis@southgate.ca

B. APPLICANT REPRESENTATIVE INFORMATION

Applicants may designate a representative, including a contractor or consultant, on behalf of the applicant. Please complete the following information if you would like to designate an applicant representative as a Primary Contact.

[INSERT FULL NAME AND ORGANIZATION, IF APPLICABLE] will be assigned as Applicant Representative.

C. PROJECT COST AND TIMELINE

- Estimated Eligible Project Cost including all applicable taxes (e.g. GST, HST):
- State whether this project will receive Applicant funding from an alternate source (e.g. third-party financing, government funding other than ZEVI):
- Estimated Project Start Date: dd-mm-yy
- Estimated Project End Date: dd-mm-yy

D. PROJECT SITE DETAILS

Briefly describe the site(s) of proposed EV charger project. (Note: Applicants may propose multiple sites under one project application. Same Applicants may also submit multiple, separate project funding applications under this Program):

Project Site Details (for each proposed site*):

*Note: if you have more than one project site, please copy and paste the contents of this “Project Site 1” section and respond to questions 1-7 below again for your Project Site 2, 3, 4, etc. each time.

Project Site 1

1. Site 1 Name: Proton Street North Municipal Parking Lot
2. Project Site 1 Address: Proton Street North
3. Postal Code: N0C 1B0
4. City: Dundalk
5. Province: Ontario

6. How will the EV charger(s) be primarily used?

☒ Public Place

☐ On Street

☐ Workplace

☐ Light-Duty Vehicle Fleets

☐ Multi-Unit Residential Building (MURB)

7. There are four (4) EV charger types that are eligible for this Program. [Click here for additional details on the eligibility criteria.](#)

For this site, please enter the quantity of each charger type that will be installed in the space provided:

____ Level 2 Connectors

____ Fast Chargers 20kW to 49kW

____ Fast Chargers (50kW to 99kW)

____ Fast Chargers (100kW and above)

Eligible projects under this Program shall adhere to the following:

- Applicant is the registered owner of the Project Site(s), a tenant of the of the Project Site(s) with the property owner's express written consent, or have obtained the necessary authority to access the land for the purposes of fulfilling the obligations in the Program's Project Agreement
- Installed equipment is a connected EV charging system and must be a permanent and new installation or an expansion of an existing installation (replacement of existing equipment is not eligible)
- Proprietary connector types at each project site within this submission represent a maximum of seventy-five per cent (75%) of all charging connectors installed at each site
- The Project Site(s) is NOT at an individual residential site (even if there is a registered business at the site)
- The Project Site(s) shall target general public use and must be installed in a parking space clearly identified for the purpose of charging Zero Emission Vehicles
- Project Site utility service connection and capacity requests, as required, need to be confirmed with local distribution companies. Confirmation of available electricity supply to the Project Site is a requirement for Project Selection.
- All work shall be in compliance with all applicable laws, regulations, local codes as applicable (e.g. municipal zoning/parking bylaws, building/electrical codes)

☐ I confirm that all of the above applies to my project(s) listed above.

☐ I agree to the Terms and Conditions outlined in this agreement.



EPCOR Go EV Charging Program Project Agreement

APPLICANT INFORMATION
LEGAL COMPANY NAME:
PROJECT PRIMARY SITE ADDRESS:
ADDITIONAL PROJECT SITE ADDRESSES:
EMAIL ADDRESS:

The EPCOR Go EV Program is an electric vehicle (“EV”) charging infrastructure project funding program delivered by EPCOR Utilities Inc. (“EPCOR”) and sponsored by Her Majesty the Queen in Right of Canada.

Program funding is provided by the Department of Natural Resources Canada (“NRCan”) collectively with EPCOR as the “Program Operators” with the objective of implementing NRCan’s Zero Emission Vehicle Infrastructure Program (“ZEVIP”). The ZEVIP is a federally funded, 5-year, \$280 million program ending in 2024 and is managed by NRCan. Its objective is to address the lack of charging and refuelling stations in Canada, one of the key barriers to zero emission vehicle adoption by the public.

Parties who submit eligible EPCOR Go EV Program applications and install and operate electric vehicle charging stations at selected locations in accordance with this Project Agreement, may be eligible to receive incentive funding toward project cost reimbursement under the provisions of this Program.

This Project Agreement shall remain in effect for a minimum of three (3) years following its signing date unless terminated earlier in accordance with its terms and conditions.

1. DEFINITIONS

- (a) **Applicant** is defined as the legal entity participating in this Project Agreement that has committed to proceed with an EV charging station project and agrees to the terms of this Project Agreement.
- (b) **Application** is defined as the Applicant’s submission of this Project Agreement, the requisite intake form, and any other information or documents the Program Operators may request from time to time.
- (c) **Charging Connector** is defined as the connector or plug on the power cord that connects an electrical power supply device to the battery charging input of a Zero Emission Vehicle (or EV).

- (d) **Charging Station** is defined as a commercially available and certified-for-use-in-Canada device used to provide electrical energy for the purpose of charging an on-board battery of an EV.
- (e) **Connected Charger(s)** is defined as a Charging Station having the ability to communicate with other Charging Stations and/or a server or the Cloud through a cellular/wireless signal or connected vehicle communications using software to report Charging Station usage and/or other capabilities such as providing real-time status of Charging Stations.
- (f) **Eligible Expenditures** are defined as any qualified Project expenditure properly incurred by the Applicant within the Eligibility Period as further defined in Section 4.
- (g) **Eligibility Period** is defined as the time period beginning on the date that the Applicant is Selected and ending the earlier of i) one year from Selection; or ii) March 31, 2023.
- (h) **Incentive** is defined as available funding for *reimbursement* of Eligible Expenditures that have been approved by EPCOR in accordance with this Project Agreement.
- (i) **Light-Duty Fleet Vehicles** is defined as a vehicle having a gross vehicle weight rating of less than or equal to 3,856 kg. Light-duty fleet vehicles are owned or leased by an organization and used in support of organizational or business operations and activities. Light-duty vehicle fleets are composed of multiple vehicles and are managed by common ownership.
- (j) **Multi-Unit Residential Building (“MURB”)** is defined as infrastructure with parking spaces where people dwell. For the purpose of this Program, to be designated a MURB the building must include a minimum of three (3) dwelling units.
- (k) **Selected Applicant or Application Selection** is defined as having a Project Application that has been accepted and deemed such by EPCOR.
- (l) **On-Street Charging** is defined as curbside Charging Station infrastructure for public use and on property managed by local governments.
- (m) **Project** is defined as the activities involved in installing a Zero Emission Vehicle or Electric Vehicle (“EV”) Charging Station as described in the Application.
- (n) **Project Completion** is defined as the day on which the Applicant notifies EPCOR the Charging Station has been installed and placed in service, the earlier of one (1) year after Application Selection or March 31, 2023.
- (o) **Public Places** is defined as parking areas intended for public use. Parking areas can be privately or publicly owned and operated. Examples of public places include but not limited to service stations, retail businesses, restaurants, arenas, recreational centres, libraries, medical offices, park & ride transit lots, etc.
- (p) **Site(s)** is defined as the Project location(s) of the Project listed on the Project Agreement.

- (q) **Total Government Funding** is defined as cash contributions provided by the federal government (e.g. EPCOR Go EV, ZEVI) and other contributions from provincial/territorial and municipal governments toward the Project total cost.
- (r) **Workplace** is defined as a location where employees perform duties related to employment. Charging infrastructure is intended to be used primarily by the workplace site employees, visitors, and/or clients of the Workplace.
- (s) **Zero Emission Vehicle** is defined for this Program as a vehicle that can be driven without producing polluting emissions and include battery electric vehicles and plug-in hybrid electric vehicles (EVs).

2. ELIGIBILITY

To be eligible for an Incentive, an Applicant must:

- (a) Be a legal entity, validly incorporated or registered in Canada, including but not limited to not-for-profit and for-profit organizations (e.g. electric or gas utilities, companies, industry associations, research associations, standards organizations, indigenous and community groups, institutions, provincial, territorial, regional or municipal governments, or their departments or agencies).
- (b) Be the registered owner of the Site(s), a tenant of the Site (with the property owner's express consent, lease or license agreement), or have obtained the requisite authority of the landowner to access the Site, and comply with the terms and conditions herein, including the ability to install and operate a Charging Station.
- (c) During the Eligibility Period, install a Charging Station that is:
 - (i) located in Canada;
 - (ii) located in Public Places, On-Street, Workplaces, MURBs, or to be used for Light-Duty Fleet Vehicles;
 - (iii) a permanent installation (mounted or fixed design) of new, purchased equipment (not leased) on or after October 31, 2021.
 - (iv) a new installation or expansion of an existing installation and not for replacement of existing installations;
 - (v) a Connected Charger;
 - (vi) in compliance with all applicable laws, regulations, local codes e.g. building and electrical codes, and bylaws e.g. zoning and parking;
 - (vii) targeting general public usage and must be installed in a parking space clearly identified for the purpose of charging Zero Emission Vehicles;
 - (viii) commercially available and certified for use in Canada (e.g. CSA, ULC, UL, Interlink certification);

- (ix) either a Level 2 charger that has a SAE J1772 standard plug head or a proprietary connector type; or a Level 3, direct current (DC) fast charger that has one or more of the following connector types - CHAdeMO, SAE J1772 Combo (CCS) or a proprietary connector type, or another Charging Station approved by the Program Operators in their sole and absolute discretion; and
- (x) has proprietary connector types representing a maximum of seventy-five percent (75%) of all charging connectors installed at the same Project Site.

3. PARTICIPANT OBLIGATIONS

(a) The Applicant represents and warrants that:

- (i) it is duly constituted, validly existing and in good standing under the laws of its governing jurisdiction;
- (ii) it has the necessary power, authority, capacity, and good and sufficient right to submit this Project Agreement and to enter into ZEVIP on the terms and conditions set forth herein, and the execution and performance of ZEVIP shall not conflict with, or constitute a breach under any agreement to which it is a party or any judgement, order, statute or regulation which is applicable to the Applicant;
- (iii) this Project Agreement and the ZEVIP constitutes a valid and binding obligation of the Applicant, enforceable against the Applicant;
- (iv) it shall comply with all applicable laws, bylaws (including strata corporation bylaws), orders, ordinances, standards, codes and rules, requirements, licenses and permits of all lawful authorities including Electrical Safety Authority and the conditions of service of Site(s) local distribution company/utility, manufacturer specifications and, if applicable, the electric and/or gas utility having jurisdiction;
- (v) it shall provide proof, within sixty (60) days of Selection, that it has committed to proceed with its Project;
- (vi) the Charging Station shall be installed at the Project Site by the Project Completion Date;
- (vii) it shall select Charging Stations that meet all ZEVIP requirements as determined by the Program Operators from time to time, including those herein;
- (viii) it shall choose contractors that have sufficient capability to complete the Project, complete the work in a good, skillful, efficient and professional manner, comply with all applicable laws, and meet all ZEVIP requirements as determined by the Project Operators from time to time including those herein;
- (ix) it is the owner of the Project Site(s) or has obtained all required right and authority and consents to install and operate the Charging Station; and
- (x) all information contained in and submitted to the Program Operators under this Application and terms of the ZEVIP is true, accurate and complete.

(b) The Applicant acknowledges and agrees that:

- (i) the Program Operators make no representations regarding manufacturers, dealers, contractors, material or workmanship and make no warranty whether express or implied, including without limitation the implied warranties, merchantability and fitness for any particular purpose, use or application of the product, including the Charging Station, Charging Connector, and Zero Emission Vehicle;
- (ii) it has independently assessed the risk of participating in the Project, and the risk of installing and operating the Charging Station at the Site, and accepts such risk and any associated liability thereto; and
- (iii) the terms and conditions of this project Agreement and ZEVIP are subject to change at any time at the sole and absolute discretion of and without liability to the Program Operators.

(c) The Applicant covenants and agrees to immediately notify EPCOR in writing in the event that:

- (i) Project Completion is achieved;
- (ii) it has applied for and received, or is waiting to receive an Incentive of Project funding separately under ZEVIP for same Charging Station hereunder, or another source of government funding not previously identified at the time of signing this Project Agreement; and
- (iii) any Site or Charging Station submitted under this Project Agreement has been a “designated project” carried out on federal land or outside Canada according to the Impact Assessment Act or the Canadian Environmental Assessment Act, 2012. The Applicant further agrees that the Program Operators may suspend payment of the Incentive and/or terminate the Project Agreement should any Site or Charging Station submitted under this Project Agreement become a “designated project” or “project” carried out on federal land or outside Canada according to the Impact Assessment Act or the Canadian Environmental Assessment Act, 2012.

(d) The Applicant agrees to provide all Project documentation and information that EPCOR requests within sixty (60) days following the completion of the Project, including but not limited to:

- (i) photographs of each location and demonstration that the Charging Station is operational;
- (ii) a detailed invoice listing all Eligible Expenditures related to the purchase and installation of the Charging Station;
- (iii) documents to support the Applicant request for an Incentive payment including records, invoices, receipts, proof of eligible cost payments, etc.; and
- (iv) any other documentation that the Program Operators require.

4. FUNDING AMOUNTS AND ELIGIBLE EXPENSES

- (a) The Portion of the Incentive for each Application shall be less than \$100,000 and limited to the following amounts:

Charging Station Type	Charger Type Description	Maximum Funding Per Unit Installed
Level 2 (208/240 VAC) (3.3 kW to 19.2 kW)	Any EV charger commercially available and CSA, ULC, UL or Interlink certified for use in Canada. The charger must have a SAE J1772 standard plug head or be a proprietary connector type rated for a minimum of 3.3 kW power output.	Up to 50% of total Eligible Expenditure of the Project to a maximum of \$5,000 per connector.
Level 3 DC Fast Charger (20 kW to 49 kW)	Any EV fast charger commercially available and CSA, ULC, UL or Interlink certified for use in Canada. The fast charger must have at least one (1) charger connector that is CHAdeMO compliant and one (1) charger connector that is SAE Combo or be a proprietary connector type rated for a minimum of 20 kW power output.	Up to 50% of total Eligible Expenditure of the Project to a maximum of \$15,000 per fast charger.
Level 3 DC Fast Charger (50 kW to 99 kW)	Any EV fast charger commercially available and CSA, ULC, UL or Interlink certified for use in Canada. The fast charger must have at least one (1) charger connector that is CHAdeMO compliant and one (1) charger connector that is SAE J1772 Combo (CCS) or be a proprietary connector type rated for a minimum of 50 kW.	Up to 50% of total project costs, to a maximum of \$50,000 per fast charger.
Level 3 DC Fast Charger (100 kW and above)	Any EV fast charger commercially available and CSA, ULC, UL or Interlink certified for use in Canada. The fast charger must have at least one (1) charger connector that is CHAdeMO compliant and one (1) charger connector that is SAE J1772 Combo (CCS) or be a proprietary connector type rated for a minimum of 100 kW.	Up to 50% of total project costs, to a maximum of \$75,000 per fast charger.

- (b) The Applicant may submit the following as Eligible Expenditures:

- (i) salary and benefits;
- (ii) professional services (e.g. scientific, technical, management, contracting, engineering, construction, installation, testing & commissioning of equipment,

- training, marketing, data collection, logistics, maintenance, printing, distribution, audit and evaluation);
 - (iii) capital expenses, including informatics and other equipment or other equipment or infrastructure;
 - (iv) rental fees or leasing cost;
 - (v) license fees and permits;
 - (vi) costs associated with Environmental Assessment; and
 - (vii) GST, PST and HST net of any tax rebate to which the recipient is entitled.
- (c) Notwithstanding anything contained in this Project Agreement, the Applicant's Total Government Funding shall not exceed Seventy Five percent (75%) of the total Sub-Project costs, except in the case of where the Selected Applicant is a provincial, territorial, regional, or municipal government or their department or agency, in which case, the Total Government Funding shall not exceed One Hundred percent (100%) of the total Sub-Project costs.
- (d) Incentives may be issued by cheque addressed to the Applicant, or by e-transfer to the Applicant at the discretion of EPCOR. EPCOR is under no obligation to reissue a cheque or transfer returned as, or otherwise undeliverable or to replace a stale-dated cheque.
- (e) Processing of complete Applications may require sixty (60) days or more from receipt of all required documents, subject to due diligence, audit, verification and Project Site inspections.

5. NO LIABILITY

- (a) The Program Operators do not endorse any specific product, retailer, or contractor and are not liable for the Applicant's selection of materials or products, or the workmanship, operation, performance or warranty associated with the Charging Station or associated work performed, whether by a contractor, or otherwise, in relation to ZEVIP. The Program Operators make no representation or warranty, whether expressed or implied, in respect of any product, materials, services or measures associated with the Charging Station installed in relation to ZEVIP.
- (b) The Applicant agrees that the Program Operators have no liability whatsoever concerning (i) the quality, safety and/or installation of the Charging Station, including their fitness for any purpose; (ii) the workmanship of any third party; (iii) the installation or use of the Charging Station; and (iv) any other matter with respect to ZEVIP. The Applicant hereby waives any and all claims against the Program Operators and their respective parent companies, affiliates, shareholders, directors, officers, employees, or agents, arising out of activities conducted by or on behalf of the Program Operators in connection with this Project Agreement, ZEVIP, or for an Incentive.
- (c) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PROGRAM OPERATORS SHALL NOT BE LIABLE HEREUNDER FOR ANY TYPE OF DAMAGES WHETHER DIRECT OR INDIRECT

INCIDENTAL, CONSEQUENTIAL EXEMPTLARY RELIANCE, PUNITIVE, OR SPECIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING NEGLIGENCE OF ANY KIND.

- (d) The Applicant hereby indemnifies and saves harmless the Program Operators and each of their respective shareholders, affiliates, directors, officers and employees, agents from any and all liability and all claims, losses, damages including indirect and consequential damages, expenses, all economic loss, and proceeding for personal injury (including death) or property damage of any person related to, or in connection with, resulting from, or arising out of ZEVIP including by reason of the actual or alleged implementation of any part of ZEVIP, the receipt of an Incentive, the install of the Charging Station or any other matter contemplated by ZEVIP.

6. INFORMATION, UPDATES, DUE DILIGENCE, VERIFICATION, AUDITS AND SITE VISITS

- (a) The Applicant agrees that it shall provide upon request by the Program Operators, safe and unfettered access to the Project Site and any records for the purpose of verifying compliance with this Project Agreement and ZEVIP. The Applicant also agrees to participate in any safety, environment, technical, commercial or financial survey, due diligence, audit, evaluation or verification activities as directed and conducted by the Program Operators in connection with this Project Agreement and ZEVIP.
- (b) The Applicant shall notify the Program Operators immediately if any information provided to the Program Operators changes, and the Program Operators may, in their sole discretion, recalculate the Incentive, terminate the Project Agreement or demand repayment of any funds already disbursed to the Applicant.
- (c) The Program Operators may, at their discretion, verify information provided by the Applicant by directly contacting any party associated with the Project or Charging Station(s), or by any other reasonable means. The Applicant must respond to any request for information within thirty (30) days of receipt of notice, failing which the Project Agreement may be terminated and/or Incentive forfeited, at the sole discretion of the Program Operators.
- (d) The Applicant must retain copies of all documentation submitted to the Program Operators or required to confirm or support Incentive eligibility for at least three (3) years following the receipt of the Incentive.
- (e) The Program Operators, or their representatives, may conduct Site visits to confirm eligibility, entitlement to Incentives, and any other relevant information, and to document and take photographs of the Site(s) and/or installed Charging Station. The Applicant shall provide reasonable Site access upon signing this Project Agreement and for a period continuing for three (3) years following receipt of an Incentive.

7. INTELLECTUAL PROPERTY

Any and all intellectual property recognized by law, including any intellectual property right protected through legislation including governing patents, copyright, trademarks and industrial designs (collectively “Intellectual Property”) that arises in the course of a Project shall vest in EPCOR or be licensed to EPCOR in the event that an Applicant’s subcontractor retains title to such Intellectual Property.

8. CONFIDENTIALITY AND PRIVACY

- (a) The Applicant agrees to keep the terms and conditions of this Project Agreement and its Application strictly confidential. For clarity, if the terms herein are disclosed to a third party, except for affiliates, lawyers, accountants, or as imposed by law, then the disclosing party shall be considered in default of this Project Agreement. The obligations of confidentiality herein shall survive the termination or expiry of this Project Agreement.
- (b) The Applicant agrees that by submitting their Application, whether or not this Application is accepted, to consent to the collection, use, disclosure and other handling of any information provided to the Program Operators, including personal information such as names, addresses, telephone numbers, email addresses, and records showing energy use and consumption (“ZEVIP Applicant Information”) by EPCOR for the purposes relating to ZEVIP, which shall include without limitation: 1) sharing of ZEVIP Applicant Information among the Program Operators; 2) use by the Program Operators of ZEVIP Applicant Information provided to conduct, analyze and report on the results of ZEVIP and to conduct surveys and modify ZEVIP based on such surveys; and 3) reporting, follow-up surveys, studies and audits.
- (c) The Program Operators are committed to protecting the personal information in their custody or control in accordance with applicable privacy laws. The Applicant may access EPCOR’s privacy policy at <https://www.epcor.com/Pages/privacy.aspx>
- (d) The Applicant acknowledges and agrees the Applicant Information as submitted to EPCOR for Selection, and any other confidential information, may be accessible to third parties under the Freedom of Information and Protection of Privacy Act (Ontario) or the Municipal Freedom of Information and Protection of Privacy Act (Ontario).

9. DISPOSITION OF ASSETS

If, during the Eligibility period and for three (3) years thereafter, the Applicant sells, leases or otherwise disposes any of the Charging Stations (excluding Intellectual Property), whereas the cost of the Charging Station is part of the Incentive under ZEVIP to which NRCan has contributed

under this Project Agreement, and where the proceeds of the sale, lease or other disposition are not applied to acquire assets in replacement of the Charging Station, the Applicant shall immediately notify EPCOR in writing of such sale, lease or disposition and, if the Program Operators so require, the Applicant shall share with NRCan the proceeds of the sale, lease or any other disposition in the same ratio as that of the ZEVIP Incentive to the purchase of the Charging Station by the Applicant, except that NRCan's share shall not exceed the Incentive.

10. GENERAL

- (a) Any notice required to be given shall be in writing and shall be delivered by hand or sent by email, prepaid registered mail or prepaid courier directed to EPCOR at the address indicated below. It is the responsibility of the Applicant to keep its contact information up to date at all times during the term of the Project Agreement. Change in contact information shall be on notice to EPCOR:

EPCOR Utilities Inc.
Attention: W.B. Harvey, Program Director-Go EV Infrastructure
55 University Ave
Toronto, ON
M5J 2H7
Canada
E-mail: goev@epcor.com

- (b) Except as otherwise provided, the Application and this Project Agreement constitutes the entire agreement between the Applicant and EPCOR in connection with its subject matter and supersedes all prior representations, warranties and understandings whether written or verbal. Nothing contained herein shall be deemed to constitute a principal and agency relationship or partnership or joint venture or to create any agency, fiduciary relationship between the parties.
- (c) The Applicant may not assign, in whole or in part, its obligations or rights hereunder.
- (d) EPCOR shall not be in default and shall not be deemed to be in default of this Project Agreement by reason of delay or failure or inability to perform its obligations hereunder where the said delay, failure or inability is due to any cause which is unavoidable or beyond the reasonable control of EPCOR, including without limitation any acts of God, pandemics, or other causes which frustrate the performance of this Project Agreement.
- (e) The Program Operators may at any time, without notice, cause, and liability, revise the Project Agreement and/or ZEVIP, including revising Incentive amounts, Eligible Expenditures, the Eligibility Period, and eligibility requirements.
- (f) Decisions of the Program Operators are final and binding and not subject to appeal. The Program Operators may provide reasons for their decisions but are under no obligation to do so.

- (g) The Program Operators reserve the right, at their sole and absolute discretion and without incurring any liability, to reject Applications that are incomplete, inaccurate, missing supporting documents or otherwise do not meet applicable program requirements of ZEVIP. The Program Operators are not responsible for lost, delayed, damaged, illegible or incomplete Applications. The Program Operators may reject an Application if the Applicant fails to provide a fully completed Application within fourteen (14) days after receiving a request to do so from the Program Operators.
- (h) ZEVIP, including this Project Agreement, are governed by and interpreted in accordance with the laws of the Province of Ontario.
- (i) This Project Agreement may be executed in any numbers of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument, and delivery of such counterparts may be effected by means of facsimile or other electronic means.

☐ I, as a duly authorised representative of the Applicant, attest that the Applicant is the registered owner of the Project Site(s), a tenant of the Project Site(s) with the property owner's express written consent, or has obtained the necessary authority to access the land for the purposes of fulfilling the obligations in this Project Agreement.

☐ I confirm that I understand and agree to the terms and conditions of this Project Agreement and ZEVIP.

Duly Authorized Signatory: _____

Name and Title: _____

Date: _____

Re: LAS Canoe Procurement Group – CFTA Compliance

Thanks for your interest in the Canoe Procurement Group. By participating in this Program your municipality is participating in a buying group and we want to ensure you remain in compliance with trade agreements. Therefore, when purchasing under this Program, the Canadian Free Trade Agreement (CFTA) requires the following:

7. A procurement entity shall publish a notice of its participation with the buying group at least annually on one of the tendering websites or systems designated by its Party. That notice shall direct potential suppliers to the buying group tender notices website if it is different from its Party's tendering websites or systems.

It is recommended that your municipality's declaration be posted on the public notice website your municipality uses to posts competition documents for a minimum of two weeks.

To create your municipality's declaration, copy and paste the paragraph below onto a document with your municipality's letterhead. The following language should satisfy the requirements of the CFTA:

[Insert Municipality Name] intends to participate in one or more procurements conducted by Local Authority Services (LAS) between [month/year to month/year, for indefinite term projects include one year only and post annually]. For further information and access to LAS request for proposal (RFP) notices, please review the website at www.las.on.ca.

The above notice can be used for our program offerings including tires, office supplies, traffic supplies, fleet management, culverts, ground engagement, and/or the capital purchase program. Due to the RFP/Tendering process being completed on behalf of the municipalities on the programs listed above, the requirements of the CFTA have been met and your municipality can defer to the third party who undertook the procurement process.

For additional information on the CFTA process, please contact:

Jeff Barten
Energy and Asset Services Manager
jbarten@amo.on.ca
T 416.971.9856 x357

Rev Feb 2022



Electric Vehicle Charging Solutions

See how FLO can help you lead the way toward electric mobility and benefit from developing electric vehicle (EV) charging infrastructure.

Who is FLO?

FLO operates Canada's largest EV charging network and the second largest in North America. For close to a decade*, we have built a reputation on quality and reliability that has defined us as an industry leader in the development of EV infrastructure in Canada and the US, and a preferred choice for utilities, cities, employers and EV drivers.

**FLO is a subsidiary company of AddEnergie*



Comprehensive Solutions

FLO provides custom end-to-end solutions for all market segments and parking areas of any size.



Highly Durable Infrastructure

All of our products are made from 100% aluminum and certified to operate in any climate condition.



Industry-Leading Reliability

Our operation services include real-time station monitoring, remote troubleshooting and 24/7 EV driver support.



Full Control Over the Service

Our software allows you to remotely manage all stations and consult detailed usage reports.

Smart Solutions For All Your Needs

FLO offers comprehensive EV charging solutions.

A yearly subscription to our Global Management Services includes everything you need to provide seamless charging for drivers, giving you total peace of mind.

Our services include:



24/7 toll-free bilingual (English/French) support line for EV drivers using your stations



PCI compliant billing for secure and reliable payment processing



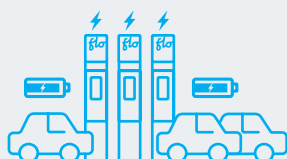
Access to a dedicated web portal for station management and usage tracking



Real-time station status available to EV drivers via the FLO website, mobile app and third-party platforms



Proactive station monitoring to ensure service quality and resolve potential issues in real-time



Custom Stations for All Locations

For Commercial Applications



SmartDC

Universal fast charger designed for the harshest environments

Key Features

- NEMA 3R aluminum casing
- Equipped with both CHAdeMO and SAE Combo connectors
- RFID card or mobile app authentication/payment
- Modular design to facilitate maintenance
- Optional cable management system

For use in: Rest areas, gas stations, retail stores, shopping centres, commercial properties, restaurants, fleet parking lots



SmartTWO-BSR

Dual Level 2 charging station with a small footprint and sleek design

Key Features

- Patented locking mechanism to protect the connector
- NEMA 3R aluminum casing
- Built-in cable management system
- RFID card or mobile app authentication/payment
- Can charge two vehicles at the same time

For use in: curbside on city streets, retail stores, shopping centres, restaurants



Made in
Canada



CSA
certified



Compatible
with all EVs



SmartTWO

Rugged Level 2 charging station with
securely locked connector

Key Features

- Patented locking mechanism to protect the connector
- NEMA 3R aluminum casing
- Wall-mounted or pedestal configuration
- RFID card or mobile app authentication/payment

For use in: retail, restaurants, hotels, commercial properties, cities, public buildings



CoRe+

Versatile Level 2 charging station ideal for
parking areas of any size

Key Features

- NEMA 4X aluminum casing
- Wall-mounted or pedestal configuration
- RFID card or mobile app authentication/payment
- Built-in energy management features
- Optional cascading kit

For use in: multi-unit residential buildings, workplaces, commercial properties, fleet parking lots

For Single-Family Homes



FLO Home

Robust and elegant charging station for
residential application.

Key Features

- NEMA 4X aluminum casing
- 25-foot flexible cable
- Built-in connector and cable holder
- Available in connected (X5) and non-connected (G5) models
- Can be used by utilities for demand response programs



See How FLO Can Support You for Any Infrastructure Project



Public and Curbside

The FLO family of companies has extensive experience designing and operating charging stations for urban and public areas, including our unique dual curbside charging stations. Our comprehensive solutions allow partners to deploy and operate their own public charging networks, with easy payment setup, full EV driver support and real-time network monitoring.



Workplace and Fleet

FLO delivers custom solutions for companies to offer charging to employees or electrify fleets. Our solutions allow site owner to manage electricity consumption and reduce energy costs by taking advantage of off-peak rates while still providing adequate charge to electric vehicles. Access to the stations can be controlled through a secure online portal.



Residential and Multiresidential

FLO provides custom infrastructure for residential EV charging in both single-family homes and multi-unit dwellings. Our connected products enable utilities to issue demand response commands to control the impact of home charging on the grid and allows FLO to provide real-time station monitoring and comprehensive data reports.

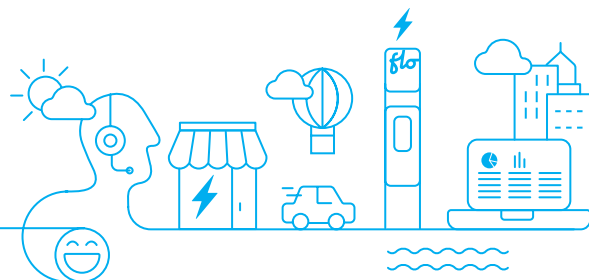


For More Information

✉ info@flo.com

☎ 1-855-543-8356

🌐 flo.com





Staff Report PW2022-012

Title of Report: PW2022-012 Portable Wheel Load Scales Grey County
Participation Agreement
Department: Public Works
Branch: Transportation & Public Safety
Council Date: March 16, 2022

Recommendation:

Be it resolved that Council receive Staff Report PW2022-012 for information; and
That Council consider entering into the Portable Load Wheel Scales agreement with Grey County and other member municipalities by By-law 2022-033.

Background:

Staff Report PW2018-081 Department Report outlined the following:

The Township of Southgate is partnering with the Municipality of Georgian Bluffs, the Township of Chatsworth, and the Municipality of Grey Highlands in jointly purchasing wheel load scales and carrying cases from Massload Technologies Inc., at a cost of \$3,226.53 and one covert traffic monitor at a cost of \$1,200 (excluding HST) per each of the four participating municipalities. The traffic monitor is like the portable radar sign we have used in the past, but this unit can data log speeds and traffic counts. The supplier was recommended by the OPP and the complete scale system will be able to fit into the back of the SUV's. The purchase of the portable wheel load scales will allow the OPP to provide enhanced enforcement during the load restriction period, typically from mid-March to mid-May throughout the Townships of Georgian Bluffs, Chatsworth, Southgate and the Municipality of Grey Highlands.

Staff Comments:

The County of Grey is requesting to participate in the Joint Portable Wheel Load Scales Agreement (included as Schedule A to By-law 2022-033, following this report in the agenda) with the respective municipalities as outlined, who all are in favour of Grey County becoming a partner of the equipment.

Financial Implications:

Grey County will pay \$645.31 plus HST to each of the Municipalities as payment for their share into the Portable Load Wheel Scales.

Communications & Community Action Plan Impact:

Goal 5 - Upgrading our "Hard Services"

Action 5:

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

Concluding Comments:

Staff recommends that Council receive Staff Report PW2022-012 for information, and that Council considers entering the Portable Load Wheel Scales agreement with Grey County and other member municipalities by By-law 2022-033.

Respectfully Submitted,

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

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

Attachments: None

The Corporation of the Township of Southgate

By-law Number 2022-033

being a by-law to authorize a portable wheel load scales agreement between the Corporation of the County of Grey, The Corporation of the Township of Chatsworth, The Corporation of the Township of Georgian Bluffs, The Corporation of the Municipality of Grey Highlands and the Corporation of the Township of Southgate

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

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

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

Whereas it is deemed necessary and desirable that the Council of the Corporation of the Township of Southgate enact a by-law authorizing the Corporation to enter into a portable wheel load scaled agreement.,

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

1. **That** the portable wheel load scales agreement between The Corporation of the County of Grey, The Corporation of the Township of Chatsworth, The Corporation of the Township of Georgian Bluffs, The Corporation of the Municipality of Grey Highlands and the Corporation of the Township of Southgate attached hereto as Schedule A, is hereby ratified, and confirmed; and
2. **That** the Mayor and the Clerk are authorized and directed to sign the agreement, in substantially the same form as the agreement attached hereto as Schedule "A", on behalf of the Council of the Corporation of the Township of Southgate and all other documents as may be necessary to give effect thereto; and
3. **That** this by-law shall come into force and effect upon the final passing hereof.

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

John Woodbury – Mayor

Lindsey Green – Clerk

Portable Wheel Load Scales Agreement

THIS AGREEMENT made this _____ day of _____, 2022, in duplicate between:

The Corporation of the County of Grey
(referred to in this Agreement as “the County”)

-and-

The Corporation of the Township of Chatsworth
(referred to in this Agreement as “Chatsworth”)

-and-

The Corporation of the Township of Southgate
(referred to in this Agreement as “Southgate”)

-and-

The Corporation of the Township of Georgian Bluffs
(referred to in this Agreement as “Georgian Bluffs”)

-and-

The Corporation of the Municipality of Grey Highlands
(referred to in this Agreement as “Grey Highlands”)

WHEREAS The Corporation of the Township of Chatsworth, The Corporation of the Township of Southgate, The Corporation of the Township of Georgian Bluffs and The Corporation of the Municipality of Grey Highlands (collectively referred to in this Agreement as “the Municipalities”) jointly purchased Portable Wheel Load Scales from Massload Technologies Inc. in October of 2018.

AND WHEREAS the Portable Wheel Load Scales are in the possession of OPP to allow OPP to enforce Reduced Load Restrictions in effect within the Municipalities.

AND WHEREAS the County and the Municipalities hereby agree that the County may buy in to obtain an equal share of the Portable Wheel Load Scales to allow the OPP to enforce Reduced Load Restrictions in effect on County Roads.

NOW THEREFORE in consideration of the mutual covenants and agreements below and other good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged), the County and the Municipalities agree as follows:

1.0 Definitions

In this Agreement:

- 1.1 “Agreement” means this Agreement and all attached schedules, including all future written amendments to the Agreement and all renewals of this Agreement.
- 1.2 “County Roads” means all those roads designated as through highways pursuant to Grey County By-law 4788-13 as amended from time to time.
- 1.3 “OPP” means Ontario Provincial Police.
- 1.4 “Portable Wheel Load Scales” means four-wheel load scale pads and two carrying cases (each carrying case holds two pads) purchased from Massload Technologies Inc.
- 1.5 “Reduced Load Restrictions” means restrictions are placed on trucks to protect local roads and county roads during spring thaw.

2.0 Term

- 2.1 This Agreement shall be effective as of the date of execution up to and run for a Term of five years.
- 2.2 The term of the Agreement shall be automatically renewed for successive periods of two years unless one party gives to the other at least one hundred eighty (180) days of written notice of its wish to terminate this Agreement.

3.0 Termination

- 3.1 If the Portable Wheel Load Scales are deemed no longer able to be serviced or maintained as per the manual, then this agreement shall terminate immediately.
- 3.2 Either party may terminate this Agreement upon giving to the other 30 days' written notice of intention to terminate.
- 3.3 In addition to provision 3.2, the County may terminate this Agreement without notice in the event of the breach of any provision in the Agreement by the Municipalities.

4.0 Responsibilities of Grey Highlands

- 4.1 Grey Highlands shall work with OPP staff to ensure that the Portable Wheel Load Scales are maintained as per the specifications listed in manual that was provided by Massload Technologies Inc. during the purchase of the Portable Wheel Load Scales.
- 4.2 Should the Portable Wheel Load Scales require re-calibration Grey Highlands will work with Massload Technologies to complete same.

5.0 Financial Arrangements

- 5.1 Acknowledging that the Municipalities jointly purchased Portable Wheel Load Scales from Massload Technologies Inc. in October of 2018 it is hereby agreed that the County's one fifth ownership share in the Portable Wheel Load Scales is equal to Two Thousand Five Hundred and Eighty One Dollars and Twenty Four Cents (\$2,581.24).
- 5.2 The County shall pay the sum of Six Hundred and Fourty Five Dollars and Thirty One cents (\$645.31) plus HST to each of the Municipalities as payment in full for its share of the Portable Wheel Load Scales.
- 5.3 Grey County, Chatsworth, Southgate, Georgian Bluffs and Grey Highlands shall be responsible for one fifth of the maintenance, re-calibration and property insurance costs associated with the Portable Wheel Load Scales.
- 5.4 Grey Highlands shall provide each municipality with a copy of every invoice, including all supporting documentation, pertaining to general maintenance and/or re-calibration of the Portable Wheel Load Scales within 30 days of receipt of same.
- 5.5 Grey Highlands shall invoice each municipality for their one fifth share of the cost of annual property insurance required pursuant to section 7.2 of this Agreement.
- 5.6 Grey County, Chatsworth, Southgate and Georgian Bluffs shall pay to Grey Highlands within 30 days of receipt of the invoices referred to in section's 5.4 and 5.5 above their one fifth share of the costs.

6.0 Indemnification

- 6.1 The Municipalities shall indemnify and hold harmless the County, its officers, members of Council, agents, servants, employees, invitees or licensees from and against any liabilities, claims, expenses, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of this Agreement attributable to bodily injury, sickness, disease or death or to damage to or destructions of tangible property including loss of revenue or incurred expense resulting from disruption of service; and caused by any acts or omissions of the Municipalities, its officers, members of council, agents, servants, employees, customers, invitees or licensees as a result of activities under this agreement.
- 6.2 The County shall indemnify and hold harmless the Municipalities, its officers, members of Council, agents, servants, employees, invitees or licensees from and against any liabilities, claims, expenses, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of this Agreement attributable to bodily injury, sickness, disease or death or to damage to or destructions of tangible property including loss of revenue or incurred expense resulting from disruption of service; and caused by any acts or omissions of the County, its officers, members of council, agents, servants, employees, customers, invitees or licensees as a result of activities under this agreement.

7.0 Insurance

- 7.1 Each party shall, at its expense, maintain and keep in force during the Term of this Agreement:
- a) Municipal General Liability Insurance, including the following and underwritten by an insurer licensed to conduct business in the Province of Ontario:
 - i) A limit of liability of not less than \$2,000,000/occurrence.
 - ii) Each party shall be named as an additional insured with respect to the activities of the named insured under this Agreement;
 - iii) The policy shall contain a provision for cross-liability in respect of the named insured and severability of interests;
- 7.2 Grey Highlands shall keep and maintain adequate property insurance on the Portable Wheel Load Scales and shall ensure that their insurance company is aware that the Portable Wheel Load Scales are under complete care and possession of the OPP. Grey Highlands shall provide evidence of such Insurance to each other Municipality annually.
- 7.3 Each party shall provide all other parties with a certificate of insurance upon execution of this Agreement, and a current valid certificate throughout the Term and any renewal periods.
- 7.4 Each party will endeavor to provide the other with 30 days' prior written notice of an alteration, cancellation or material change in policy terms which reduces coverage to the other.

8.0 Notice

- 8.1 Any notices required must be in writing and delivered to the following addresses between 9:00 AM and 4:30 PM Monday to Friday.

For the County:

County Clerk
County of Grey Administration Building
595 9th Ave East
Owen Sound, ON N4K 3E3
Fax Number: 519-376-8998
Email: countyclerk@grey.ca

For Chatsworth:

The Corporation of the Township of Chatsworth
316837 Highway 6, RR.1
Chatsworth, ON N0H 1G0
Tel: 519-794-3232
Fax: 519-794-4499
Email: Anthony.gibbons@chatsworth.ca

For Southgate:

The Corporation of the Township of Southgate
185667 Grey Road 9, RR.1
Dundalk, ON N0C 1B0
Tel: 519-923-2110
Fax: 519-923-9262
Email: jellis@southgate.ca

For Georgian Bluffs:

The Corporation of the Township of Georgian Bluffs
177964 Grey Road 18, RR.3
Owen Sound, ON N4K 5N5
Tel: 519-376-2729 x306
Fax: 519-372-1620
Email: sdollmaier@georgianbluffs.ca

For Grey Highlands:

The Corporation of the Municipality of Grey Highlands
206 Toronto Street South, Unit 1
P.O. Bos 409
Markdale, ON N0C 1H0
Tel: 519-986-1216 x225
Fax: 519-986-3643
Email: cornfieldc@greyhighlands.ca

- 8.2 Notices delivered by fax or e-mail will be deemed to be received on the next business day after the fax or e-mail is electronically confirmed received. Notices sent by mail will be deemed to be received on the fifth day after mailed unless mail service is disrupted. Hand delivered notices will be considered received on the business day of delivery.

9.0 Counterparts

- 9.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together shall constitute one and the same instrument.

10.0 Governing Law

- 10.1 This Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada. The parties submit to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

11.0 Severability

- 11.1 Each of the clauses 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.

12.0 Entire Agreement

- 12.1 This Agreement is the entire agreement between the parties with respect to the joint ownership of the Wheel Load Scales and replaces all prior written or verbal agreements, understandings, negotiations or discussions.

13.0 Amendment of Agreement

- 13.1 This Agreement can only be changed by a written document signed by signing authorities for both parties.

14.0 Successors and Assigns

- 14.1 Neither party may assign all or any part of this Agreement without the written approval of the other party.
- 14.2 This Agreement benefits and binds the parties and their respective successors and permitted assigns.

15.0 No Partnership

- 15.1 Nothing in this Agreement means that a partnership, joint venture or employment relationship exists between the County and the Municipalities or to their respective employees or volunteers.

16.0 Adherence to Laws

- 16.1 The Parties agree to follow all applicable federal and provincial laws in carrying out the terms of this Agreement.

17.0 No Waiver

- 17.1 For either party to release any of its rights under this Agreement, it must be in writing and signed by both parties.
- 17.2 A waiver of a breach of one clause of the Agreement does not apply to any other clause.
- 17.3 A failure or delay in enforcing an obligation in the Agreement does not prevent the enforcement of that obligation at a later date.

18.0 Dispute Resolution

- 18.1 A dispute between the parties relating to the interpretation or implementation of this Agreement will be addressed through good faith negotiation, with or without the assistance of a mediator. The parties agree that in the event that they are not able to reach a resolution of all the matters in dispute after mediation, then the matters remaining in dispute will be finally determined by arbitration in accordance with the provisions of the *Ontario Arbitrations Act*.
- 18.2 The location for any such arbitration hearing will be within the County of Grey at a location to be determined by the County.

The County and the Municipalities, intending to be legally bound, have executed this Agreement on the date first written above.

The Corporation of the County of Grey

<hr/> Selwyn Hicks, Warden	<hr/> Date
<hr/> Heather Morrison, Clerk	<hr/> Date

We Have the Authority to Bind the County.

The Corporation of the Township of Chatsworth

<hr/> Scott Mackey, Mayor	<hr/> Date
<hr/> Patty Sinnamon, CAO/Clerk	<hr/> Date

We Have the Authority to Bind Chatsworth.

The Corporation of the Township of Southgate

<hr/> John Woodbury, Mayor	<hr/> Date
<hr/> Lindsey Green, Clerk	<hr/> Date

We Have the Authority to Bind Southgate.

The Corporation of the Township of Georgian Bluffs

<hr/> Dwight Burley, Mayor	<hr/> Date
<hr/> Brittany Drury, Clerk	<hr/> Date

We Have the Authority to Bind Georgian Bluffs.

The Corporation of the Municipality of Grey Highlands

Paul McQueen, Mayor

Date

Raylene Martell, Director of Council and
Legislative Services/Clerk


Date

We Have the Authority to Bind Grey Highlands

THE ULTRASLIM WEIGH PAD

ULTRASLIM WHEEL LOAD SCALE WITH LCD DISPLAY


LCD handle and electronics
by Massload.




Comes with ramps..

Custom made to Massload specifications with Heavy Duty SS base.

The Integrated LCD Display Ultraslim weigh pad, comes with ramps and can be calibrated as a 40K or a 20K pad in different graduations.



Optional Transport Case with rugged handle and wheels holds 2 weigh pads.



LCD TECHNICAL SPECIFICATIONS

LCD Ultraslim Weighpad

Weights:
No Ramp: 45lb (20.4kg)
With Ramp: 55lb (25kg)



LCD Readout Specification

Display	6 large digit LCD
Screen Size	1"
Digit Size	7/8" x 3/8"
Buttons	5 buttons, On/Off, Zero, Tare, Gross/Net, Clear
Indications	Low Battery, Overload
Units	Can be calibrated in lbs or kgs
Material	Impact resistant UHMW
Power Saving	Adjustable power off interval
Calibration	Multipoint linearity adjustment (up to 7 points)



Schedule 'B'



Sales Order

Massload Technologies Inc.
301-47th St. East
Saskatoon SK, S7K5H2
PH: 1-306-242-2020
FX: 1-306-931-1991

Rep	P.O. No.	S.O. Date	S.O. No.
MP		10/03/2018	18-0590

Paid Date	Ship Date	Ship Via
10/03/2018	10/10/2018	Day and Ross

Name / Address
Municipality of Grey Highlands
206 Toronto St. South, unit one
PO Box 409
Markdale, ON N0C 1H0
Canada

Ship To
Municipality of Grey Highlands
206 Toronto St. South, unit one
PO Box 409
Markdale, ON N0C 1H0
Canada

Customer Contact	Customer Phone	Customer E-mail	Terms	Tax #
	1-888-342-4059	lemonH@greyhighlands.ca	Due on receipt	

Item	Description	Ordered	Rate	Amount
WP-US-M7-40K-KG-LCD	Ultralim Wheel Load Scale 712mm wide 18,200x10kg w/LCD display	4	2,997.00	11,988.00
WP-US-DISC	Ultralim Special Discount	4	-299.70	-1,198.80
WP-US-M7-CASE-LCD	Industrial Carrying Case (Pelican, black 41.12" x 21.54" x 14.88", wt 50lbs) for LCD Ultralim 30" x 18" LCD or 6 pin, holds 2 pads.	2	932.45	1,864.90
Freight-Out-CDN-Other	Outgoing Freight Charge viaDay and Ross.... Customer to unload from LTL flatdeck.	1	192.00	192.00
Freight-Out-CDN-Ins	Optional Loss Insurance. If declined, buyer is responsible for loss or damage after leaving factory	1	60.00	60.00
			Subtotal	CAD 12,906.10
Sales Tax Summary			Sales Tax Total	CAD 1,677.79
HST (ON)@13.0% 1,677.79 Total Tax 1,677.79			Total	CAD 14,583.89

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 PW2022-013

Title of Report: PW2022-013 Dundalk Main Street East Memorial Bench Request
Department: Public Works
Branch: Transportation & Public Safety
Council Date: March 16, 2022

Recommendation:

Be it resolved that Council receive Staff Report PW2022-013 for information; and
That Council approve the Dundalk Main Street East Memorial Bench Request.

Background:

The Public Works Manager received an email from Grey County Transportation redirecting a request for a memorial bench to be placed at 565 Main Street East Dundalk.

Staff Comments:

A Southgate resident has inquired on behalf of a family member for the donation of a memorial bench.

During the reconstruction of Main Street East in Dundalk, a 19-year-old worker on the tree crew was killed while working on the job, on this project.

The proposed bench location is at 565 Main Street East, at the Highland Gas Bar, where there is a concrete boulevard island in the center of the entrances.

Grey County has indicated as the Township is responsible for the sidewalk and clearing of snow, that they had no objections to the request, and it be forwarded on to Southgate for comment.

Township staff have concluded that sufficient space for sidewalk snow clearing and the bench will not interfere with operations, as it would be installed at the back of the boulevard, distanced from the road traffic.

Financial Implications:

All costs associated with the Memorial Bench will be paid by the donator.

Communications & Community Action Plan Impact:

Goal 5 - Upgrading our "Hard Services"

Action 5:

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

Concluding Comments:

Staff recommends that Council receive Staff Report PW2022-013 for information, and that Council approve the Dundalk Main Street East Memorial Bench Request.

Respectfully Submitted,

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

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

Attachments:

Attachment #1 – 565 Main St East location

Attachment #2 – Bench picture

Attachment #3 – Plaque engraving





CONTOUR 6'

I

**IN LOVING MEMORY OF
JUSTIN SCHMIDT**

a beloved son, brother, grandson and friend

who passed away tragically as the result of a work place accident on

October 2, 2019, at the age of 19

**"Dedicated to all those who dream, create, design and build
a better world for us all."**



Staff Report PW2022-014

Title of Report: PW2022-014 Road Tenders Award Recommendations
Department: Public Works
Branch: Transportation & Public Safety
Council Date: March 16, 2022

Recommendation:

Be it resolved that Council receive Staff Report PW2022-014 for information; and **That** Council approve the award for tenders for the following: Tandem plow truck to Lewis Motor Sales in the amount of \$328,121.16; Single Surface Treatment to MSO Construction in the amount \$325,425.00; Cold-in-Place Recycled Mix to Cox Construction in the amount of \$297,323.60; Hot Mix Asphalt to the Murray Group in the amount of \$117,219.50; and the 4x4 crew cab 2500 series pick-up truck with plow equipment to Trillium Ford in the amount of \$88,751.20, all pricing excluding HST.

Background:

The 2022 road tender openings for sidewalk machine, tandem plow truck and loader brusher head were conducted virtually on March 1, 2022 at 2:00pm. Treasurer Liam Gott, Administrative and Legislative Assistant Holly Malynyk, Public Works Foreman/Fleet Manager Phil Wilson and Public Works Manager Jim Ellis participated in the openings.

Tender openings for Single Surface Treatment, Hot Mix Paving, Cold In-Place Recycled Mix and 4x4 crew cab 2500 series pick-up truck with plow equipment were conducted virtually on March 8, 2022, at 2 pm. Treasurer Liam Gott, Human Resources Coordinator & CAO Assistant Kayla Best, Public Works Foreman/Fleet Manager Phil Wilson and Public Works Manager Jim Ellis participated in the openings.

Staff Comments:

There were 2 submissions for the Sidewalk Machine, these proposals are still under review for engine specifications and emissions. A report to follow when information is confirmed for this equipment.

The tandem plow truck would be built in spring of 2023, with snowplow equipment installed 14-16 weeks after delivery.

The Tiger brusher head is an engine driven attachment and is expected to be built for July 2022. The budget pricing for the loader brusher head was intended for a hydraulic driven unit, upon further investigation our current loader was not

compatible for this application, and the self engine driven unit is what the bid pricing came in for, which is substantially higher than the 2022 budget allocation. The Township could opt to rent a unit for 3 months in the summer, pricing to follow.

The Capital Budget had a line item for a 1 tonne truck, staff tendered for the 4x4 crew cab 2500 series pick-up truck with plow equipment to meet the budget expectation with the snow equipment included to meet the target.

Single Surface Treatment applications are for Southgate Sideroads 49 from Grey Road 9 to Southgate Road 22, SDR 71 from Melancthon Townline to Road 26, and SDR 75 from Road 22 to 26.

Cold-in-Place Recycled Mix is for Southgate Sideroad 73 from the Grey Highlands Townline to Road 26.

Hot Mix Asphalt is for Road 26 from Old Railroad Road to Homestead, and various spot improvement locations listed below.

Financial Implications:

The 2022 Capital Budget includes the following:

Tandem plow truck budget is \$310,000.00, funded by the sale of Unit 205 estimated at \$20,000.00 and general taxation for the remaining \$290,000.00

Loader brusher head budget is \$55,000.00, funded by general taxation.

The Single surface treatment budget for the 3 locations totals \$384,000.00 (\$54,000.00 + \$220,000.00 + \$110,000.00), with \$54,000.00 funded from general taxation, \$220,000.00 from the Canada Community Benefit Funds, and \$110,000.00 from OCIF Fixed contribution funding.

The 26-Homestead budget is for Hot mix paving in 2022 of \$90,000.00 plus \$41,782 expended in the prior year, funded by a developer contribution of \$35,000 and the remaining \$96,782 from general taxation. The patch pricing for Roads 14, 24 & 26 and Sideroad 07, will be funded with the Operational Budgets for Culvert & Bridge Maintenance with respective budget totals of \$54,388.00 and \$69,000.00.

4x4 crew cab 2500 series pick-up truck with plow equipment, which is itemized in Capital Budget as 1 tonne at \$90,000.00, funded by general taxation.

The Cold In-Place Recycled Mix for Southgate SDR 73 budget is \$430,263.00 with \$375,177.00 from OCIF funding, and general taxation for the remaining \$55,086.00.

Tender Opening Results:

Tandem Plow Truck

Bidder	Make	Warranty	Total Excluding HST
Lewis Motor Sales	2024 International	6 years/400,000 km engine warranty	\$328,121.16

Loader Brusher Head

Bidder	Make/Model	Total including HST
Colvoy Equipment	Tiger WHLDR RHBB-24	\$144,537.90

Single Surface Treatment

Contractor Name	Supply & Application	Haul & Apply Chip	Total Excluding HST
Duncor Enterprises	\$251,200.00	\$90,520.00	341,720.00
MSO Construction	\$270,400.00	\$55,025.00	\$325,425.00

Hot Mix Asphalt

Contractor	Location	Total Excluding HST
Murray Group	26-Old RR-Homestead	\$53,000.00
	07- north of 26	\$6,165.00
	24-east of 07	\$4,592.00
	14- east of 15	\$8,457.50
	26-400m west of Grey 23	\$36,715.00
	14- west of 15	\$8,290.00
	Total	\$117,219.50
Cox Construction	26-Old RR-Homestead	\$58,710.00
	07- north of 26	\$6,882.30
	24-east of 07	\$4,588.20
	14- east of 15	\$11,470.50
	26-400m west of Grey 23	\$41,665.00
	14- west of 15	\$11,470.50
	Total	\$134,786.50
GT Associates Engineering	26-Old RR-Homestead	\$400,000.00
	07- north of 26	\$24,000.00
	24-east of 07	\$16,000.00
	14- east of 15	\$40,000.00
	26-400m west of Grey 23	\$280,000.00
	14- west of 15	\$40,000.00
	Total	\$800,000.00

Cold-in-Place Recycled Mix

Contractor/Bidder	2022		
	Recycle FD-EA	Liquid AC + HL4	Total Excluding HST
Harold Sutherland Construction	\$75,375.00	\$239,900	\$315,275.00
Murray Group	\$117,585.00	\$241,225.00	\$358,810.00
Cox Construction	\$76,098.60	\$221,225	\$297,323.60

**4X4 Crew Cab 2500 Series
Pick-up Truck with
Plow/Sander**

Contractor/Bidder	2022	
	Truck Colour	Total Excluding HST
Trillium Ford	Red	\$ 88,751.20

Communications & Community Action Plan Impact:

Goal 5 - Upgrading our "Hard Services"

Action 5:

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

Concluding Comments:

Staff recommends that Council receive Staff Report PW2022-014 for information, and that Council approve the award for tenders for the following: tandem plow truck to Lewis Motor Sales in the amount of \$328,121.16; Single Surface Treatment to MSO Construction in the amount \$325,425.00; Cold-in-Place Recycled Mix to Cox Construction in the amount of \$297,323.60; Hot Mix Asphalt to the Murray Group in the amount of \$117,219.50; and the 4x4 crew cab 2500 series pick-up truck with plow equipment to Trillium Ford in the amount of \$88,751.20, all pricing excluding HST.

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

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 CAO2022-010

Title of Report: Holstein Dam – BM Ross Engineering Cost to provide updated Project Pricing Estimates Report

Department: Administration

Council Date: March 16, 2022

Council Recommendation:

Be it resolved that Council receive Staff Report CAO2022-010 as information; and

That Council approve staff direct BM Ross Engineering to proceed with the cost estimate of \$4,500.00 plus HST to update the proposal of project cost estimates for the Holstein Dam flood resiliency upgrade work.

Background:

In 2003 & 2004 BM Ross Engineering completed a review of the Holstein Dam structure in response direction from Southgate Council in 2002 by approving the following resolution 425-02.

Moved by Furlong; **Seconded by** Harrison;

THAT Council retains the services of B. M. Ross and Associates Limited to complete a preliminary evaluation of dam and embankment modifications, including f establishing a cost estimate for implementation of that work.

Carried. No. 2002-425

BM Ross reviewed the surfaces of the bridge and dam structure on February 13, 2003 in spite of the ice and snow buildup. The 2 main considerations of the work related to the dam to be assessed by BM Ross Engineering staff were:

1. To help reduce the potential for flooding at the regional storm; and
2. The potential during a regional storm event in the former railway embankment that still exists would be the flood water would overbank to the south of the bridge where the road enters by the park gates.

Based on their assessment of the entire structure the distance between the bridge and the dam overflow is not sufficient and would restrict the regional flow with this size of opening. The solution options would be to replace the bridge which is overdesigned for its present walking trail use, or a least cost solution would be to raise the present bridge deck. The cost estimate in 2003 dollar cost was \$41,400.00. To estimate what it would cost today would be impossible without a new quotation.

The assumption of the February 27th, 2003 letter report (Attachment #1) is if the bridge deck was raised it would maintain the pond level below lowest level of the present embankment elevation of 408.65 m to the north of the bridge.

To the south of the bridge the low point of the embankment is 408.0 m. It is recommended in the report that a concrete flood wall would be required from the south bridge abutment to park lane then turn east to the park's gates for a total wall length of 65 meters. The cost of this wall in 2003 dollars was estimated at \$37,800.00. The total cost of both solutions in 2003 dollars is \$79,200.00.

Not determined in the February 27th, 2003 letter report, is if the railway embankment must be raised. The final recommendation is the flow model should run again to confirm that the combination of the flood wall in place and the bridge deck raised is able to protect against a 100 year storm or regional flow event.

On October 5, 2004 the Township received a second letter report (Attachment #2) on the Holstein Dam. This letter reported that the modeling proposed earlier had not been completed. It further reported that an Environmental Assessment should be undertaken to consult with the public through a meeting and that approvals would likely be required from SVCA, Ministry of Natural Resources and Transport Canada Marine Division. This report provided quote for the following work:

1. Computer modeling of spillway with bridge raised.	Cost:	\$1,900.00
2. Design, approval apps, EA, contracts & tendering.	Cost:	\$5,500.00
3. Review Bridge construction & administration.	Cost:	\$3,400.00
4. Design Flood Wall	Cost:	\$4,100.00
5. Review Flood Wall construction & administration.	Cost:	\$2,700.00
Total Cost of Engineering Work		\$17,600.00

The final letter report received December 10, 2004 (Attachment #3) reports on several options and assesses the effectiveness of each of the 6 options. The following options would not solve the problems of managing flood condition flows:

- a) Leave the infrastructure in it existing state;
- b) Raising the Bridge Deck by 300 mm and no flood wall;
- c) Raising the Bridge Deck by 450 mm and no flood wall; and
- d) Removing the Bridge Deck only.

The following options would solve the problems of managing flood condition flows:

- e) No adjustments to the Bridge and construction of a flood wall; and
- f) Raising the Bridge Deck by 300 mm and construction of a flood wall.

At the December 1, 2021 Council meeting staff report CAO2021-081 was presented on the Holstein Dam Review of 2004 BM Ross Engineering Report and the following resolution was approved as direction to staff:

Moved By Councillor Sherson; **Seconded By** Councillor Rice;

Be is resolved that Council receive Staff Report CAO2021-081 as information; and **That** Council proceed with this report actions in relation to the time that has past and the historical performance of the dam structure over time since the 2004 report; and

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

Carried No. 2021-717

Staff Comments:

Staff received the Attachment #4 letter on March 3, 2022 from BM Ross Engineering reporting on the cost to address the Holstein dam flood resiliency concerns.

Staff recommend that Council approve this cost to update the 2004 project report and cost estimate to address the Holstein dam flood concerns. The new report will have value in supporting Council in the decision making to complete the work or not, in the budget preparation of capital funding of the project and in future years looking for grant funding under Climate Change Resiliency opportunities that are likely to come available over the next 1 to 5 years.

Financial Impact or Long-Term Implications

There has not been any funding allocated in the 2022 Budget to deal with the cost of the Holstein Dam. The cost of refreshing the 2004 cost estimates is \$4,500 plus HST for the scope of the work as outlined in the Attachment #4 letter from BM Ross Engineering. By the time we receive a project cost estimate we will need to consider the work in the 2023 capital budget.

Communications & Community Action Plan Impact:

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

Goal 5 - Upgrading our "Hard Services"

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

Concluding Comments

1. That Council receive staff report CAO2022-010 as information.
2. That Council proceed with the BM Ross Engineering proposal at the cost of \$4,500.00 plus HST to update the proposal of project cost estimates for the Holstein Dam flood resiliency upgrade work.

Respectfully Submitted,

PW Manager approval: Original Signed By

Jim Ellis – Public Works Manager

dmilliner@southgate.ca 923-2110 x250

Respectfully Submitted, **CAO approval:** Original Signed By

Dave Milliner – CAO

dmilliner@southgate.ca 923-2110 x210

Attachments:

- Attachment 1 – BM Ross Engineering Report Letter dated February 27th, 2003
- Attachment 2 – BM Ross Engineering Report Letter dated October 5, 2004
- Attachment 3 – BM Ross Engineering Final Report Letter dated December 10, 2004
- Attachment 4 – BM Ross Engineering Report Letter dated March 3, 2022


BMROSS
 engineering better communities

*As made copies
for the Mayor and Councilors
- Rob*

B. M. ROSS AND ASSOCIATES LIMITED
 Consulting Engineers
 62 North Street, Goderich, ON N7A 2T4
 p. (519) 524-2641 • f. (519) 524-4403
 www.bmross.net

MAR 5 2003

File No. 99060

February 27, 2003

B. M. ROSS & ASSOC. LTD.

Township of Southgate
 R. R. #1
 Dundalk, Ontario
 N0C 1B0

Attention: **Bonnie Riddell**
 Clerk-Administrator

Dear Bonnie

RE: Holstein Dam

COPY

Post-It™ Fax Note		7671E	Date	Jun 21	# of pages	3
To	Don Seim	From	Frank V			
Co./Dept.		Co.				
Phone #		Phone #				
Fax #	Please call re: 2	Fax #	how you want			

vs to proceed

In response to your council resolution 425-02 we have reviewed the surface features and bridge of the Holstein dam and we wish to report our observations and recommendations.

The site was reviewed by the undersigned on February 19, 2003. At the time of the review the ground and bridge deck were under a considerable depth of snow and the spillway of the dam was coated in ice. Some detail dimensions were recorded for the bridge and the general arrangement of the embankment was reviewed but we did not take other detail measurements or levels during this visit.

As we understand it there are two considerations, related to the dam, to possibly help reduce the potential for flooding at the regional storm. This was discussed in the Holstein Flood Control Study we prepared earlier.

Restriction Caused by the Bridge over the Dam

The dam served as a railway embankment in the past and the bridge was designed to carry railway loads. The abutments have a clear span of about 14.68 m. The bridge superstructure was built in 1944 from two pre-cast concrete beams to create a T-shaped section. Concrete curbs and gravel ballast were added. Concrete ballast walls were poured-in-place around the ends of the beams to hold them in place and complete the abutments.

- 2 -

Although dimensions were difficult to confirm because of the ice accretion on the weir of the spillway, we expect the normal distance from the low concrete of the bridge to the weir is about 1.35 m. This is made up of a horizontal offset of 0.94 m and a vertical difference of 0.97 m. Our flow analysis for the study indicated that the concrete bridge would restrict the regional flow with this size of opening. It was considered that a practical solution would be to remove the existing bridge and replace it with a lighter, shallower structure appropriate for pedestrian traffic. This made sense since the existing bridge is much stronger than required for current loads. However, when considering the costs involved it is likely less expensive to break out the existing beams and set them at a higher level and re-cast the ballast walls. To remove the existing beams, break them up and dispose of the material is likely to cost a significant amount because of the size and strength of them. Then a new structure would have to be built.

Raising the existing beams by about 300 mm would increase the vertical height of opening from 0.97 m to 1.27 m but the section would have to be computer modeled to determine the likely affect on flood flows. Ramping would have to be done at the ends of the bridge to adjust the grade of the trail. This could be partly offset by removing some ballast from the bridge deck. The cost of this work is likely to be as follows:

1	Removal of concrete from ballast walls 10.0 m ³ @ \$1,000	\$ 10,000
2	Jack or hoist bridge onto new bearings	\$ 9,000
3	Pour new concrete ballast walls 10 m ³ @ \$1,200	\$ 12,000
4	Excavate and backfill	\$ 2,000
5	gravel ramps each end	\$ 500
	Subtotal	\$ 33,500
	Engineering	\$ 6,700
	Net 3% GST	\$ 1,200
	Total	\$ 41,400

Flood Wall

The Flood Control Study identified a potential for the former railway embankment to be overtopped by the regional flood. The first place of overtopping would be just south of the bridge where the road leads to the park gates. The study showed that the pond elevation at the regional flow would be about elevation 408.88. The average embankment elevation north of the bridge is about 408.65. This would indicate a general raise of the embankment is required. However, if the bridge level is raised as discussed above, it may be that the pond level would be lowered to a satisfactory level by the increased flow capacity at the spillway. For now, we will assume that the general embankment does not need to be raised.

- 3 -

South of the bridge, the low spot created by the lane to the park is below elevation 408.0 m. Fill could be used to bring the grade up at this location but it would make the grade of the lane unacceptably steep. Instead, it is recommended that a concrete flood wall be constructed on the upstream side of the embankment. Such a wall would extend from the south bridge abutment to the park lane and turn eastwards towards the park gate, a distance of about 65 m. The wall would be reinforced with steel bars to limit cracking and it would have a foundation 1.2 m below grade for frost protection. We have assumed that the design top of wall would be the flood elevation of 408.88m. The probable cost of such a wall may be as follows:

1	Excavate and backfill	\$ 6,000
2	Reinforced concrete 56 m ³ @ \$450	<u>\$ 25,200</u>
	Subtotal	\$ 31,200
	Engineering	\$ 5,500
	Net 3% GST	<u>\$ 1,100</u>
	Total	\$ 37,800

The final solution may be the combination of these two projects for a total budget of about \$79,200. Further costs will be required if it is determined that the general height of the railway embankment must be raised. We recommend that the flow model be run again with the flood wall in place and the bridge raised to confirm that this combination is likely to provide the required protection against the regional flow.

Yours very truly

B. M. ROSS AND ASSOCIATES LIMITED

Per

A. I. Ross, P. Eng.

AIR:dvb

c.c. Frank Vanderloo, BMROSS

79,200

B. M. ROSS AND ASSOCIATES LIMITED
Consulting Engineers
62 North Street, Goderich, ON N7A 2T4
p. (519) 524-2641 • f. (519) 524-4403
www.bmross.net

File No. 99060

October 5, 2004

Don Seim, A.M.C.T.
Clerk-Administrator
Township of Southgate
R. R. 1
Dundalk, Ont.
N0C 1B0

RECEIVED OCT 7 2004

Dear Sir:

RE: Holstein Dam

At your request, we have reviewed our work on the Holstein Dam and proposed work to relieve flooding.

To summarize our earlier report, the overall purpose of the project is to provide greater clearance for water between the spillway of the dam and the bridge that crosses it. This may be enough to prevent overflow of the approaches at the 100 year or regional storm events. If not, a low flood wall could be constructed to prevent overflow. Base modeling (by computer) has been prepared as part of the earlier report but we have not yet modeled the proposed conditions to determine how effective they will be.

The project involves water resources, fish habitat and recreational trails. The results will have positive results for flood prevention and safety. This project will require screening as part of the Environmental Assessment. That is, approval will likely be required from the Saugeen Valley Conservation Authority, the Ontario Ministry of Natural Resources, Transport Canada (Marine Division) and it would be prudent to seek comments from local residents. Some of these approvals take considerable time. The Transport Canada review could take 6 to 8 months including advertising and response times. The published advertisement for a public meeting should be worded carefully so that it meets the requirements of the EA process.

Order of Tasks

Based on our experience with similar projects, we expect the following tasks are likely required or recommended. Timing is difficult to predict at this point and is highly dependent on preceding steps.

1. Model the proposed bridge raise for hydraulic effects on flood levels.
2. Prepare preliminary plans of the proposed work (bridge raise and floodwall).
3. Send proposed plans and design report to approval agencies along with applications for work permits or approvals.
4. Meet with public to present the preferred solution and get their response.
5. Modify plans to accommodate acceptable recommendations.
6. Prepare detailed plans and specifications for construction.
7. Tender and execute the construction.
8. Monitor results.

Probable Costs

The costs of this project are dependent on the approvals required and whether the bridge raising is enough to satisfy the hydraulic requirements or if a floodwall is required. In our opinion, the following are the probable costs:

1. Computer modeling of spillway with bridge raised	\$1,900
2. Design, application for approvals, EA, contracts and tendering of bridge raise	\$5,500
3. Construction of bridge raise and approach ramps	\$44,600
4. Review construction and contract administration	\$3,400
5. Design of flood wall, (if required)	\$4,100
6. Construction of floodwall, (if required)	\$34,400
7. Review construction and contract administration	\$2,700

Total probable cost

\$96,600

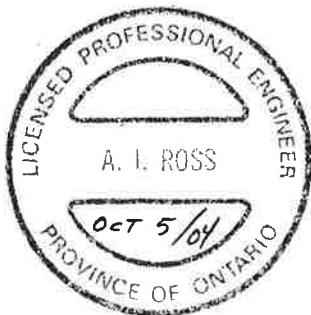
79,200

17,900

Other costs by the Municipality may include net GST, advertising and hosting a public meeting.

The modeling should be done first to determine whether the proposed bridge raise will be effective enough that the floodwall is not required.

Please consider the above information and contact us about how you would like to proceed. Do not hesitate to call if you have any questions.



Yours very truly

B. M. ROSS AND ASSOCIATES LIMITED

Per

A. I. Ross, P. Eng.

AIR:bf



B. M. ROSS AND ASSOCIATES LIMITED
Consulting Engineers
62 North Street, Goderich, ON N7A 2T4
p. (519) 524-2641 • f. (519) 524-4403
www.bmross.net

File No. 99060

December 10, 2004

Don Seim, A.M.C.T.
Clerk-Administrator
Township of Southgate
R. R. 1
Dundalk, Ont.
N0C 1B0

Dear Sir:

**RE: Holstein Flood Control Study
Revised Hydraulic Modeling
– Summary Letter Report**

Introduction

In July, 2000 B. M. Ross and Associates completed the final report entitled "Holstein Flood Control Study". The main purpose of the report was to develop floodplain mapping for the Township of Egremont, and in particular, the Hamlet of Holstein. One of the main findings noted in the report was the spill condition and potential for flooding damage created by the Holstein Dam. The report identified the following main reasons for the spill condition:

- Constricted spillway capacity due to the heavy deck support beam for the existing bridge structure.
- The low area on the dam embankment created by the access road to the community centre.

In response to a later council resolution, BMROSS provided a letter, dated February 2003, which suggested two considerations to reduce the frequency of flood damages relating to flood water spills:

- Raise the existing bridge structure by 300mm.
- Construct a flood wall on the upstream side of the embankment.

The letter further recommended that the previously completed hydraulic models be modified to reflect the suggested flood wall and bridge modifications to confirm that this combination is likely to provide the required protection against the regional flow.

The purpose of this letter is to summarize the results and findings of the revised hydraulic models.

Preparation of New Models

A number of new models were created to review the potential impacts of completing the works noted above and included a number of variations as described below:

- i. Raise Bridge Deck by 300mm – No Flood Wall;
- ii. Raise Bridge Deck by 450mm – No Flood Wall;
- iii. Remove Bridge – No Flood Wall;
- iv. No adjustment to Bridge – Construct Flood Wall
- v. Raise Bridge Deck by 300mm – Construct Flood Wall

The results of the above models and the resulting flood elevations are summarized in the following table:

Table 1
Summary of Modeling Results

Condition	Low Concrete of Bridge Elevation (m)	Net Bridge Adjustment Upwards (m)	Flood Wall Elevation (m)	100 Year Flood Elevation upstream of Bridge (m)	Regional Flood Elevation upstream of Bridge (m)	Flood Waters Spill- Over
Existing	407.27	nil	N/A	407.97	408.88	Yes
Raise Bridge – No Wall	407.57	300	N/A	407.92	408.77	Yes
Raise Bridge – No Wall	407.72	450	N/A	407.92	408.77	Yes
Remove Bridge	N/A	N/A	N/A	407.92	408.77	Yes
Existing Bridge – With Flood Wall	407.27	nil	411.1	407.92	410.81	No
Raise Bridge – With Flood Wall	407.57	300	409.1	407.92	408.77	No

For comparison purposes, the existing low elevation on the embankment north of the bridge is 408.47 and at the gravel drive to the park is 407.87.

Discussion of Model Results

In reviewing the results of the adjusted modeling, it is evident that in order to reduce the possibility of flooding the raising of the existing bridge and construction of a flood wall should be implemented together.

By raising the bridge, without a flood wall, the flooding elevation upstream of the structure can be reduced by a maximum of 110mm which would not prevent a spill-over. Raising the bridge beyond 300mm or removing it entirely does not provide for any additional flood relief beyond the noted 110mm reduction. It would appear that the spillway capacity becomes the limiting factor after the bridge restriction is removed.

The model results, with the existing bridge unaltered, indicate that a significantly high flood wall would be required which would increase the possibility of the bridge being damaged or jammed by debris.

Appendix 'A' includes an expanded summary of the HEC-2 results for each particular cross-section. Also enclosed in Appendix 'A' is a reduced plan from the original July 2000 report which helps to identify the location of the corresponding cross-sections.

Conclusion

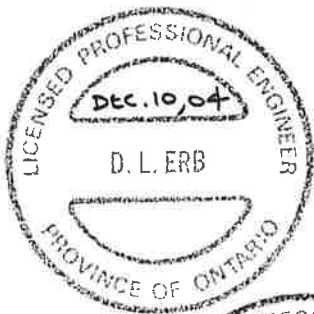
Based on the above results and discussion it is evident that neither raising the bridge nor constructing a flood wall independently of each other will provide for an adequate solution to preventing the possibility of downstream flooding.

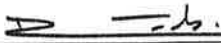
As eluded to in our February 2003 letter, the final solution to reducing the potential for downstream flooding must be a combination of two projects:

1. Raise the existing bridge structure by 300mm.
2. Construct a flood wall on the upstream side of the embankment to elevation 409.0 metres. This would put the top of the wall on average about 500mm above the embankment north of the bridge.


All of which is respectfully submitted.

B. M. ROSS AND ASSOCIATES LIMITED



Per 
Dale Erb, P. Eng.



Per 
A. I. Ross, P. Eng.

c.c. Don Smith – Saugeen Valley Conservation Authority

APPENDIX 'A'

**STUDY AREA PLAN AND HYDRAULIC MODELLING
SUMMARY**

Hec-2 Results Summary Table

Sect. No.	Flood Elevations													
	Deck raised 300mm		Deck raised 450mm		No Bridge		Ex. Bridge c/w Flood Wall: Elev. = 409.0		Ex. Bridge c/w Flood Wall: Elev. = 410.0		Ex. Bridge c/w Flood Wall: Elev. = 411.0		Raise Deck 300 mm Wall: Elev. = 410.0	
	Regional	100 yr	Regional	100 yr	Regional	100 yr	Regional	100yr	Regional	100yr	Regional	100yr	Regional	100yr
100	398.02	397.60	398.02	397.60	398.02	397.60	398.02	397.60	398.02	397.60	398.02	397.60	398.02	397.60
200	398.15	397.76	398.15	397.76	398.15	397.76	398.15	397.76	398.15	397.76	398.15	397.76	398.15	397.76
300	398.41	398.14	398.41	398.14	398.41	398.14	398.41	398.14	398.41	398.14	398.41	398.14	398.41	398.14
400	398.95	398.66	398.95	398.66	398.95	398.66	398.95	398.66	398.95	398.66	398.95	398.66	398.95	398.66
500	400.10	399.89	400.10	399.89	400.10	399.89	400.10	399.89	400.10	399.89	400.10	399.89	400.10	399.89
550	400.20	399.97	400.20	399.97	400.20	399.97	400.20	399.97	400.20	399.97	400.20	399.97	400.20	399.97
600	400.53	400.18	400.53	400.18	400.53	400.18	400.53	400.18	400.53	400.18	400.53	400.18	400.53	400.18
700	400.96	400.67	400.96	400.67	400.96	400.67	400.96	400.67	400.96	400.67	400.96	400.67	400.96	400.67
800	401.74	401.33	401.74	401.33	401.74	401.33	401.74	401.33	401.74	401.33	401.74	401.33	401.74	401.33
900	401.87	401.60	401.87	401.60	401.87	401.60	401.87	401.60	401.87	401.60	401.87	401.60	401.87	401.60
950	402.55	401.70	402.55	401.70	402.55	401.70	402.55	401.70	402.55	401.70	402.55	401.70	402.55	401.70
1000	402.94	401.78	402.94	401.78	402.94	401.78	402.94	401.78	402.94	401.78	402.94	401.78	402.94	401.78
1100	403.07	402.08	403.07	402.08	403.07	402.08	403.07	402.08	403.07	402.08	403.07	402.08	403.07	402.08
1200	403.09	402.39	403.09	402.39	403.09	402.39	403.09	402.39	403.09	402.39	403.09	402.39	403.09	402.39
1300	403.56	402.94	403.56	402.94	403.56	402.94	403.56	402.94	403.56	402.94	403.56	402.94	403.56	402.94
1350	408.08	407.53	408.08	407.53	408.08	407.53	409.04	407.53	410.04	407.53	410.81	407.53	408.09	407.53
1400	408.77	407.92	408.77	407.92	408.77	407.92	409.09	407.92	410.04	407.92	410.81	407.92	408.77	407.92
1500	408.77	407.92	408.77	407.92	408.77	407.92	409.09	407.92	410.04	407.92	410.81	407.92	408.77	407.92
1600	408.77	407.92	408.77	407.92	408.77	407.92	409.09	407.92	410.04	407.92	410.81	407.92	408.77	407.92
1700	408.77	407.92	408.77	407.92	408.77	407.92	409.09	407.92	410.04	407.92	410.81	407.92	408.77	407.92
1800	408.77	407.92	408.77	407.92	408.77	407.92	409.09	407.92	410.04	407.92	410.81	407.92	408.77	407.92
1900	408.77	407.92	408.77	407.92	408.77	407.92	409.09	407.92	410.04	407.92	410.81	407.92	408.77	407.92
2000	408.77	407.92	408.77	407.92	408.77	407.92	409.09	407.92	410.04	407.92	410.81	407.92	408.77	407.92
2100	408.78	407.93	408.78	407.93	408.78	407.93	409.10	407.93	410.04	407.93	410.81	407.93	408.78	407.93
2200	408.84	408.05	408.84	408.05	408.84	408.05	409.13	408.05	410.05	408.05	410.81	408.05	408.84	408.05
2300	408.91	408.43	408.91	408.43	408.91	408.43	409.16	408.43	410.05	408.43	410.81	408.43	408.91	408.43
2400	409.65	409.20	409.65	409.20	409.65	409.20	409.63	409.20	410.13	409.20	410.83	409.20	409.65	409.20
2500	409.91	409.48	409.91	409.48	409.91	409.48	409.91	409.48	410.16	409.48	410.84	409.48	409.91	409.48

Sect. No.	Flood Elevations													
	Deck raised 300mm		Deck raised 450mm		No Bridge		Ex. Bridge c/w Flood Wall: Elev. = 409.0		Ex. Bridge c/w Flood Wall: Elev. = 410.0		Ex. Bridge c/w Flood Wall: Elev. = 411.0		Raise Deck 300 mm Wall: Elev. = 410.0	
	Regional	100 yr	Regional	100 yr	Regional	100 yr	Regional	100yr	Regional	100yr	Regional	100yr	Regional	100yr
2600	410.70	410.12	410.70	410.12	410.70	410.12	410.70	410.12	410.67	410.12	410.96	410.12	410.70	410.12
2700	410.95	410.38	410.95	410.38	410.95	410.38	410.95	410.38	410.94	410.38	411.11	410.38	410.95	410.38
2800	411.20	410.72	411.20	410.72	411.20	410.72	411.20	410.72	411.20	410.72	411.27	410.72	411.20	410.72
2900	411.92	411.66	411.92	411.66	411.92	411.66	411.92	411.66	411.92	411.66	411.89	411.66	411.92	411.66
3000	412.74	412.52	412.74	412.52	412.74	412.52	412.74	412.52	412.74	412.52	412.76	412.52	412.74	412.52
3100	413.29	413.12	413.29	413.12	413.29	413.12	413.29	413.12	413.29	413.12	413.28	413.12	413.29	413.12
3200	413.65	413.47	413.65	413.47	413.65	413.47	413.65	413.47	413.65	413.47	413.65	413.47	413.65	413.47
3300	413.83	413.60	413.83	413.60	413.83	413.60	413.83	413.60	413.83	413.60	413.83	413.60	413.83	413.60

	Cross-section at bridge
	Cross-section upstream of bridge

B. M. ROSS AND ASSOCIATES LIMITED

Engineers and Planners

Box 1179, 206 Industrial Drive

Mount Forest, ON, Canada N0G 2L0

p. (519) 323-2945 www.bmross.net

VIA EMAIL ONLY

File No. 99060A

March 3, 2022

Dave Milliner, CAO
Township of Southgate
185667 Grey Cty. Rd. 9, R. R. 1
Dundalk, ON N0C 1B0

Dear Sir:

Re: Flood Resilience of Holstein Dam

At your request, we wish to propose the development of a report on methods to improve the resilience of the dam and floodway in Holstein. BMROSS had previously completed some analysis of the hydrology and hydraulics that apply to the dam, but this information is almost twenty years old now. Site conditions may have changed and regulations have changed.

We propose a program of work by BMROSS staff that would include the following:

- Research and review the past analyses and reports,
- Visit the site to confirm and photograph current conditions,
- Consider practical options to improve flows and resilience of the dam,
- Prepare opinions on the probable costs of these practical options,
- Prepare a report for staff and council that summarizes this information, including the probable costs of various options.


The probable cost for the work outlined above is \$4,500 + HST. The work does not include any site survey, design calculations or drawings. No further hydraulic analysis is included at this stage. However, the report may recommend some of these services if the Township wishes to proceed with implementation of any of the options.

Please do not hesitate to contact us if you have any questions.

Yours very truly

B. M. ROSS AND ASSOCIATES LIMITED

Per


Frank Vanderloo, P. Eng.

FCV:hv

Z:\99060A-Southgate-Holstein_Dam\WP\99060A-2022-03-03-Milliner Let.docx

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 CAO2022-011

Title of Report: Dundalk Olde Town Hall Sale, Lease and Partner Agreement Report

Department: Administration

Council Date: March 16, 2022

Council Recommendation:

Be it resolved that Council receive Staff Report CAO2022-011 as information; and
That Council approve the Wellington Investment Corp. Purchase and Sale agreement to sell the Dundalk Olde Town Hall and within the agreement to lease back part of the building for cultural uses and to participate in some of the building capital projects related to the cultural use space, subject to legal review prior to By-law approval; and

That Council consider approving Wellington Investment Corp. Purchase and Sale agreement by By-law at the April 6th, 2022 meeting; and

That Council approve the partnership agreement with JunCtian Community Initiatives as presented; and

That Council consider approving the JunCtian Community Initiatives Agreement by By-law at the April 6th, 2022 meeting; and

That Council approve the partnership agreement with Team Town Hall as presented; and

That Council consider approving the Team Town Hall Agreement by By-law 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 a cultural facility in partnership with the Township. Staff have also provided information on the Wellington Capital Corporation bid proposal to purchase the Dundalk Olde Town Hall. The Township also hosted a meeting on October 7th, 2021 in the Macintyre Building with Team Town Hall representatives, the proponent Ray Stanton representing Wellington Capital Corporation, Southgate Mayor John Woodbury and Southgate staff members from Recreation and the CAO's Office.

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

At the March 2nd, 2022 Council meeting staff presented report CAO2022-006 titled, "Dundalk Olde Town Hall Update Report" and the following resolution was approved:

Moved By Councillor Sherson; **Seconded By** Councillor Frew;

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.

Mayor Woodbury requested a recorded vote on the main motion.

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

Nay (1): Councillor Rice

Carried by a 6-1 votes - No. 2022-120

Staff Comments:

Wellington Investment Corp.:

The Wellington Investment Corp. agreement has been refined and updated and is now ready to proceed to legal review subject Council approval. The changes since the March 2nd Council meeting are the following:

1. The name change on the agreement is now Wellington Investment Corp.;
2. Changes to point 2 of sale agreement related investigating property easements;
3. Changes to point 3 of sale agreement to reflect a current irrevocable or acceptance date for acceptance by the Vendor of April 29th, 2022;
4. Changes to point 15 of sale agreement for the examination date of title be change to 7 days prior to the closing date;
5. Schedule D, point 1 and point 2 we added the words "using the present stairways as the access and egress of the building";
6. Schedule D, point 9 we added the word Purchaser's to add clarity;
7. Schedule E, point 4 has added reference to include the area share of operational costs and the calculation of floor space is "based on the first and second floor area only"
8. Schedule E, point 5 has added reference to include the area share of property taxes and building insurance the and the calculation of floor space is "based on the first and second floor area only"
9. Schedule E, point 6 is a new clause that after states after initial capital costs of a building addition like an elevator, that future maintenance and capital upgrade requirements would be share based on the building area cost allocations;
10. Schedule E, point 19 is a new clause to discuss exterior building signage and seasonal decorations; and
11. Schedule F a floor plan for the Olde Town Hall basement has been added.

This agreement following legal review will be presented to Council for final approval and acceptance by By-law on April 6th, 2022. The present version of the Wellington Investment Corp. property sale and building lease agreement is included in this report as Attachment #1.

Since the March 2nd, 2022 Council meeting the Mayor and CAO met with TTH on March 7th and JCI and TTH on March 9th to finalize their agreements.

JunCtian Community Initiatives

The JunCtian Community Initiatives (JCI) group is taking on a building management and partnership role and as a Not-for-Profit member. A partnership and use agreement has been created and approved in principle with the JCI Board of Directors. The draft agreement is included in this report as Attachment 2 and is for a 5 year term, which is part of their groups operating policies and is renewable.

We see this relationship and partnership as a positive addition to help 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.

Team Town Hall

The Team Town Hall (TTH) agreement has been completed and accepted in principle, pending their legal review. The Team Town Hall agreement is attached to this report as Attachment #3.

Township of Southgate

The Township Southgate will have further review by our insurance provider in relation to public liability coverage and the harmless clauses with the partners we have now assembled and with the creation of a Dundalk Olde Town Hall Cultural Board of Management structure as a Committee of Council.

Staff Comments Summary

Next steps:

1. Finalize Wellington Investment Corp. agreement and send it for legal review.
2. Seek Council final approval at April 6th, 2022 Council meeting for all 3 agreements.

Financial Impact or Long-Term Implications

The financial impact to the 2022 Budget to the municipality will be the costs for legal review of the agreement and possibly a survey of the property.

The future 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 Flato 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.

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 CAO2022-011 as information.
2. That Council approve the Wellington Investment Corp. agreement at the March 16th, 2022 meeting.
3. That Council approve the JunCtian Community Initiatives Cultural Use Partnership agreement at the March 16th, 2022 meeting.
4. That Council approve the Team Town Hall Cultural Use Partnership agreement at the March 16th, 2022 meeting.
5. That Council consider approving by By-law the final agreements with Wellington Investment Corp., JunCtian Community Initiatives and Team Town Hall at the April 6th, 2022 meeting.

Respectfully Submitted,

CAO approval: Original Signed By

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

Attachments:

- Attachment 1 – Wellington Investment Corp Property Sale and Building Cultural Space Lease Agreement dated March 16, 2022
- Attachment 2 – JunCtian Community Initiatives Cultural Use Partnership Agreement dated March 16, 2022
- Attachment 3 – Team Town Hall Cultural Use Partnership Agreement dated March 16, 2022

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

THIS AGREEMENT made as of the 16th day of March, 2022.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

hereinafter called the “Vendor” of the FIRST PART;

and

WELLINGTON INVESTMENT CORP.

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, **with reporting easements if any** 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 **29th day of April**, 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 **up to seven (7) days prior to the closing date of the sale** ~~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 INVESTMENT CORP.

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.

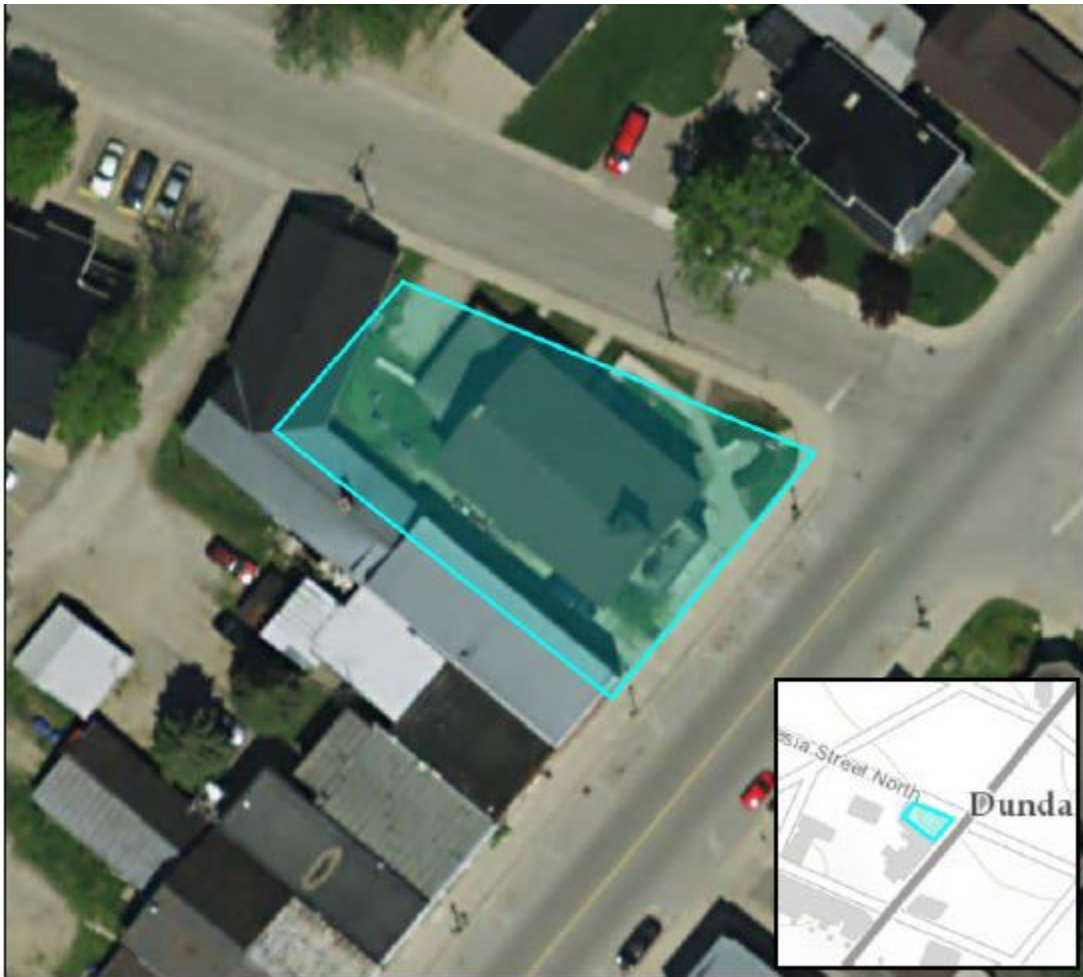
The property is legally identified as:

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 **using the present stairways as the access and egress of the building.**
2. All Life Safety upgrades to allow public access to the first floor of the building and second floor theatre space **using the present stairways as the access and egress of the building.**
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 **Purchaser's** 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 **maintained annually and only** indexed/**increased** 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 (based on the first and second floor only) of the operational and 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 property taxes, property insurance, consumable use supplies in the common spaces and general maintenance costs based on Building area (based on the first and second floor only) of the dedicated building cultural spaces with the exclusion of the kitchenette and washroom common spaces.
6. The parties will work cooperatively to share the proportionate costs of the building maintenance and future capital costs once the major capital project(s) has been established, like the addition of an elevator/lift following the work to complete public access and all life safety upgrades to the building are complete. This original capital costs for the cultural space such as this condition does not building features or equipment in the cultural building space like lighting equipment, sound systems, curtains, etc.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. The Landlord agrees to complete snow maintenance around the perimeter of their building entrance out to the sidewalk once per day for their purposes.
13. 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.

14. 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.
15. Building Owner may withdraw 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.
16. 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.
17. 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.
18. This Agreement shall be automatically renewed for a successive five (5) year renewal term, unless the Leasee provides written notice to the Landlord one hundred and eighty (180) days prior to the expiration date.
19. The Township of Southgate will work with the Building's owner to erect on the outside of the building, permanent tasteful signage for naming rights of the cultural space, temporary advertising and seasonal decorations on the building in the lobby window for community and cultural events, subject to the prior approval of the location with the building owner and at the Township of Southgate's and the Olde Town Hall Cultural Board of Management Committee's expense.
20. The Township of Southgate and/or the Community Group partner agrees that maintenance of insurance coverage for loss of the Community Group partner contents shall be their responsibility during the term of the lease, and the landlord agrees that maintenance of insurance covering contents loss or damage shall be the Community Group partner responsibility during the term of the lease.
21. 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.
22. 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.

23. 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: Clerk
Phone #: 519-923-2110
Email: lgreen@southgate.ca

For Wellington: Wellington Capital Corporation
5405 Eglinton Avenue West
Suite 214
Toronto, ON M9C 5K6
Contact: 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.

24. 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.
25. 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.
26. Amendment of this Agreement can only be changed by a written document signed by the Parties.
27. 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.
28. 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.
29. 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.

30. 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: _____

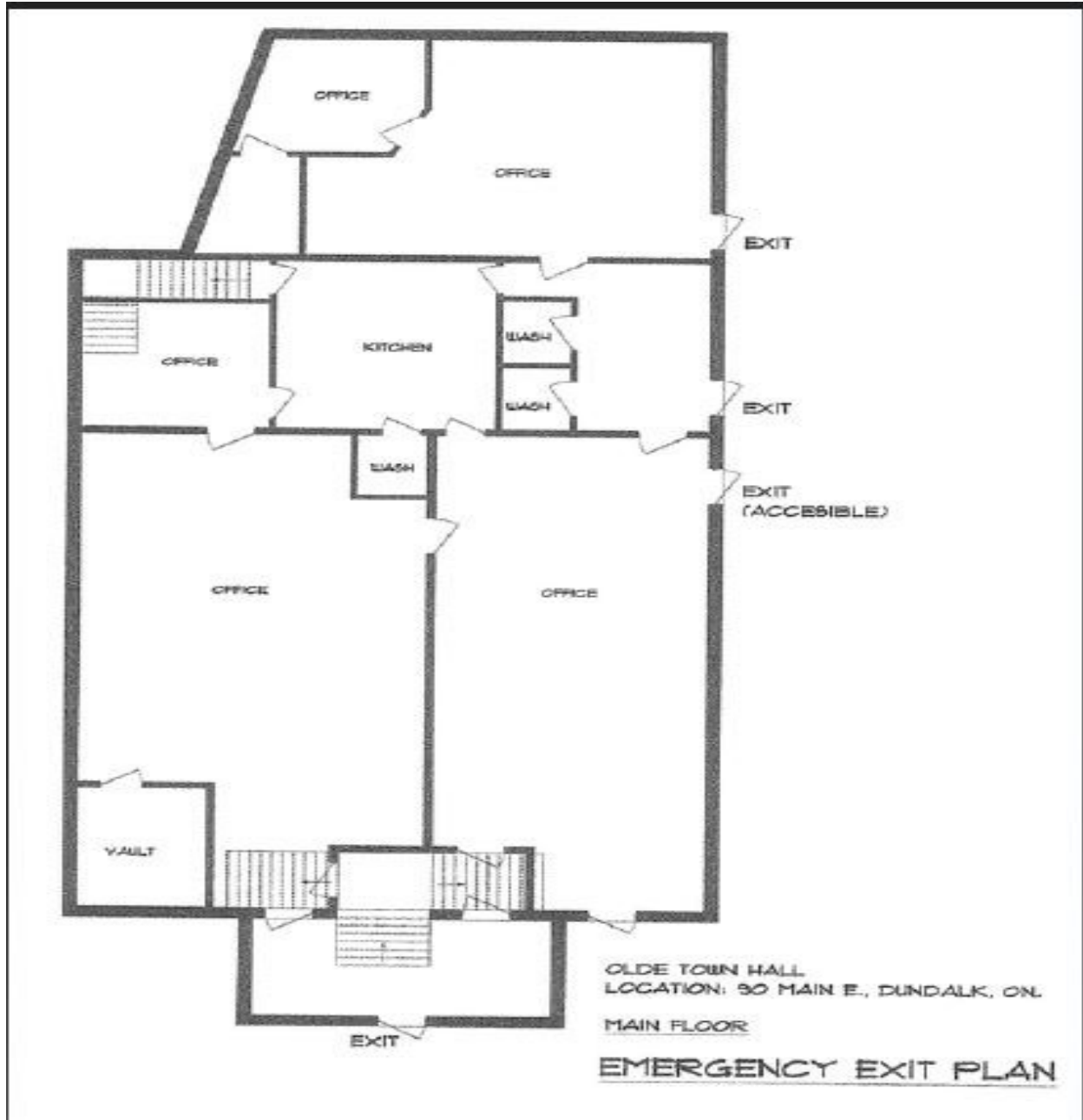
Name: Lindsey Green

Title: Clerk

We have authority to bind the Corporation

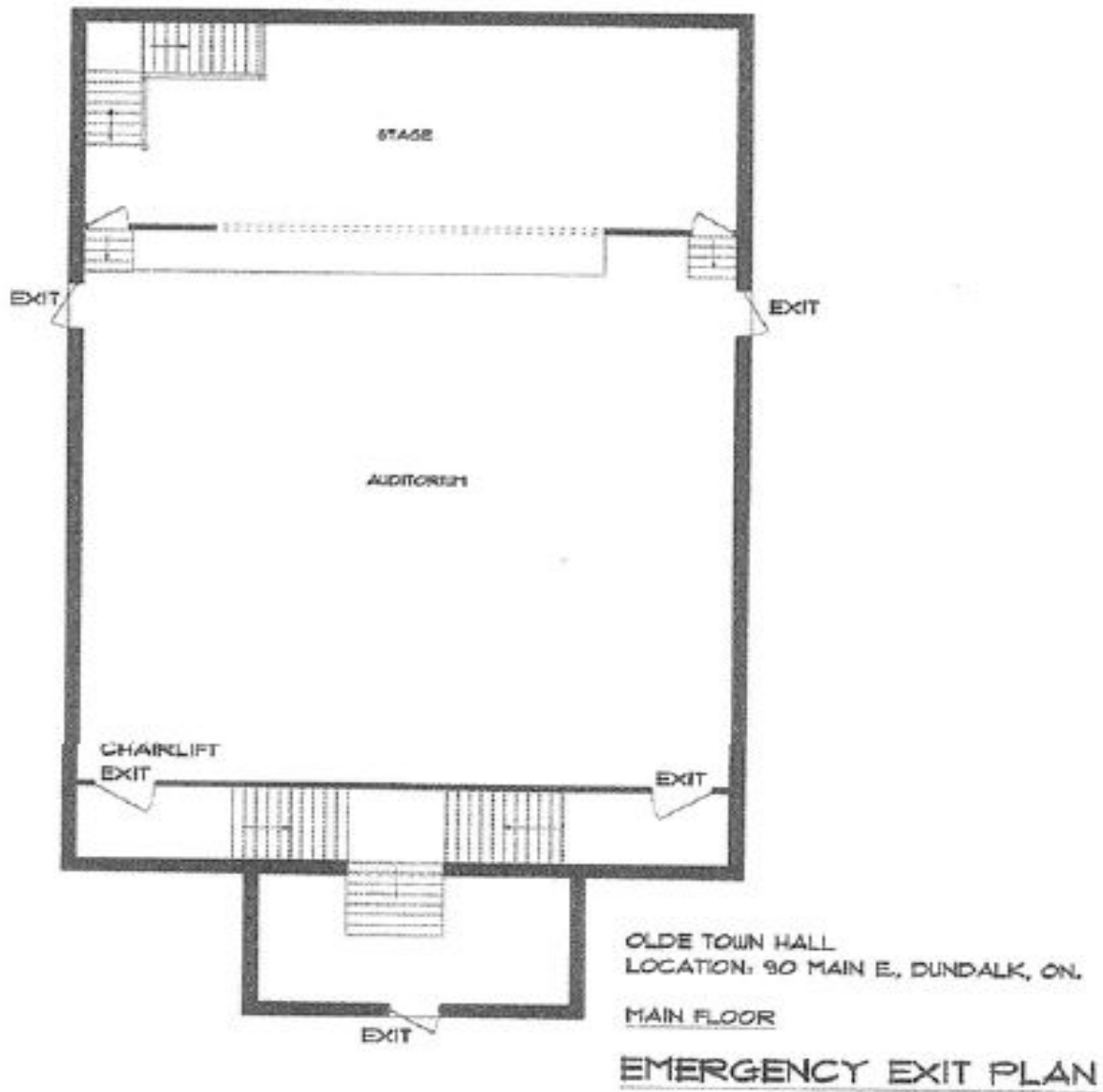
Schedule F

Dundalk Olde Town Hall Building Floor Layouts
First Floor Layout



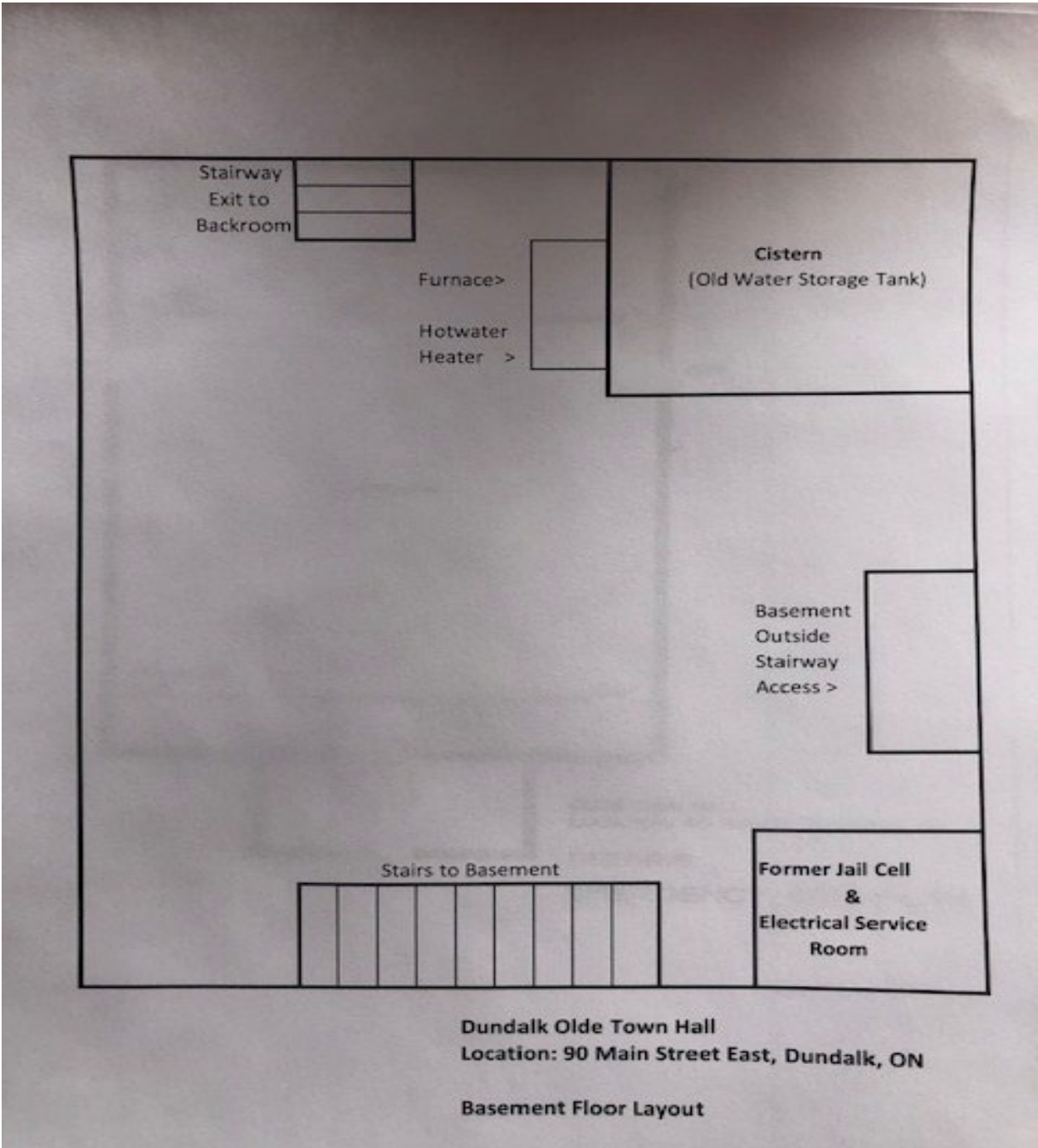
Schedule F con't.

Dundalk Olde Town Hall Building Floor Layouts
Second Floor Layout



Schedule F con't.

Dundalk Olde Town Hall Building Floor Layouts
Basement Floor Layout



**SOUTHGATE AND JUNCTIAN COMMUNITY INITIATIVES
DUNDALK OLDE TOWN HALL CULTURAL SPACE
PARTNERSHIP AND USE AGREEMENT**

THIS AGREEMENT made as of the 16th day of March, 2022.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

(hereinafter referred to as the "Township")

and

JUNCTIAN COMMUNITY INITIATIVES

(hereinafter referred to as the "JCI")

(collectively referred to as the "parties")

INTRODUCTION:

The Township and JCI ("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 JCI Committee executive members and their responsibilities to keep the Township informed as partners.

Other agreements will be executed at the same time between the Township, Team Town Hall ("TTH") and Wellington. The TTH agreement will be as a community partner that brings community interest, cultural connections and funding raising plans that will be complimentary to the success of the operation of the Olde Town Hall use as a cultural space. The other agreement will sell the Building to Wellington and provide a culture space lease of the theatre and some first floor area to the Township of Southgate. 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 JCI 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. To establish the parameters for JCI's cultural program uses of the Dundalk Olde Town Hall and other municipal buildings like the Erskine Center, the Frank Macintyre facility, Arena Auditorium, etc.
2. To define JCI's partner commitments they have made for the 5 year period of this agreement to provide their expertise on the Dundalk Olde Town Hall Cultural Board Management Committee, to work with their building users and their community group partners to hold events that are described in "Schedule B", that forms part of this entire agreement;
3. The Building use commitments by JCI is to work with their partners they have been documented in "Schedule C", and forms part of this entire agreement;
4. Defining the required Building capital investments that JCI will assist with, where possible, to secure grant funding to support the cultural space building upgrades with their not-for-profit status. Examples of these projects to be managed by the Dundalk Olde Town Hall Cultural Board of Management Committee over the 5 years of this agreement are defined in "Schedule D", and forms part of this agreement;
5. Dundalk Olde Town Hall Cultural Board of Management Committee will manage the Building cultural space area and be responsible for planning and financing building upgrade work in the cultural spaces of the Building over the 5 years of this agreement is defined in "Schedule E", and forms part of this entire agreement;
6. Provides JCI with membership on the Dundalk Olde Town Hall Cultural Board of Management Committee to be established by Southgate Council for cultural uses through a Terms of Reference document.
7. Defines and describes the Building floor plans (Schedule F") of the Dundalk Olde Town Hall cultural use spaces 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 JunCtian Community Initiatives, recognized as a Community Group, being an organization that is committing to organize cultural

events and community uses in 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 community benefit. 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 to December 31, 2028.

2.2. The Agreement may be extended, cancelled, or revised at any time upon Township consent.

2.3. This Agreement shall be extended for up to five calendar years from the expiration date specified above if a new agreement has not been put in place.

3. PARTNER CONTACTS

3.1. The contact for Township of Southgate is the CAO or Clerk related to this agreement and administration, and the Facilities Manager related to operational and building 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 JunCtian Community Initiatives (JCI) is the President of the organization or the successors or assigns in the future.

3.4 The contact for the owner of the building is 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 and use.

4.2. The Agreement covers facility uses of the building cultural spaces.

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 diverse, equal and fair inclusionary access to the facility; and
- Prioritizing access for children and youth.

7. PROCESS

7.1. The building will be made available to the partners and other building cultural use partners and facility users 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 complete the life safety work to allow public access to enter the Building, as well any other works that are required to be completed as described in this Agreement that restricts public access.

7.2. The Building cultural space inquiries and rental booking of the Building as covered by this agreement will be booked through the Southgate Municipal Office.

7.3. The Dundalk Olde Town Hall Cultural Board of Management Committee will work with facility partners and users to evaluate the appropriate uses of the facility for organizing, planning and/or recruiting future cultural events.

7.4. The Dundalk Olde Town Hall Cultural Board of Management Committee will provide specific rules for their space use, 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. JCI is responsible for assigning a Committee member to communicate the schedule of events JCI plans and ensure bookings are confirmed for the availability of dates in a consistent manner with the Southgate Municipal Office.

7.6. The Booking Office administration staff will provide a copy of each Agreement and Rental Contract to the designated community group representative and have the designated representative review all pertinent documents, providing signatures where required to secure the event date.

7.7. The Booking Office will prepare and provide a master list of confirmed public facility bookings to the Parties and the Dundalk Olde Town Hall Cultural Board of Management Committee.

8. FEES

8.1. The Dundalk Olde Town Hall Cultural Board of Management Committee agree to establish a fee schedule approved by Council, to ensure fees are maintained at a level ensuring facility users have the ability to participate in the use of the Building.

8.2. Fees will be charged to user groups, as outlined in the Southgate Fees and Charges By-law, including but not limited to, Building rental fees, cancellation or change fees, key and damage deposits, janitorial fees and extra staffing charges as required for cost recovery.

8.3 The Dundalk Olde Town Hall Cultural Board of Management Committee has the powers to waive fees for not-for-profit events where there is no admission charged and the event is deemed as a beneficial community event.

8.4. The Township will collect all revenue and deposits pertaining to the Building rental and any applicable user fee deposits. 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 JCI, based on their past trust, commitments and/or relationship where JCI will assist the Township in collecting any outstanding fees.

9. MAINTENANCE AND CANCELLATIONS

9.1. Future planned maintenance schedules that pertain to facilities in this Agreement will be the responsibility of Dundalk Olde Town Hall Board of Management Committee to inform the Booking Office staff of Building down days that should be set aside as maintenance days.

9.2. Dundalk Olde Town Hall Cultural Board of Management Committee and the Building Owner will establish maintenance standards, accepted maintenance practices with the Building Owner and provide a mechanism for facility users and community partners to report maintenance issues and/or recommendations for change and/or upgrades.

9.3. Regular repair and maintenance of Building and its operational costs are the responsibility of the Building Owner with those exclusions that are Dundalk Olde Town Hall Cultural Board of Management Committee responsibility of costs and funding sources, as defined in "Schedule E", that forms part of this entire agreement.

9.4. Building use 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 the Township of Southgate's booking office as soon as possible who will advise the Dundalk Olde Town Hall Cultural Board of Management Committee.

9.5. The Township of Southgate Booking Office will contact Dundalk Olde Town Hall Cultural Board of Management Committee representatives to provide verbal or email notification of any facilities withdrawn from use in relation to Section 9.4 issues.

10. LIABILITY AND INSURANCE

10.1. The Township of Southgate will hold general liability insurance covering the partner volunteer organizations, Dundalk Olde Town Hall Cultural Board of Management Committee and the Building Owner as being harmless.

10.2. The Township of Southgate shall indemnify and save harmless JCI acting reasonably and the Building Owner, its affiliates, agents, employees and clients from any and all liabilities and claims arising out of the parties' use of the space and property.

10.3. 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 Dundalk Olde Town Hall Cultural Board of Management Committee is responsible for the repair of or the allocation of responsibility for 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 Southgate Booking Office will notify the facility user if the Building Owner revokes a user's privileges for failure to adhere to the code of conduct or for infractions listed in this Agreement.

11. CODE OF CONDUCT

Facility Users and Facility staff will conduct themselves with:

11.1. Mutual respect of each other's goals and needs, recognizing that the facilities are made available for the benefit of all.

11.2. Respect between facility users and facility staff;

11.3. An understanding that facility users are held accountable for the care of the facilities during their use. Facility users will:

11.3.1. Follow the procedures and rules outlined in this Agreement and it's attached schedules.

11.3.2. Review all pertinent documents with the designated representative and provide signatures and/or initials where required.

11.3.3. Report all maintenance issues through the Southgate 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 JCI 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. Dundalk Olde Town Hall Cultural Board of Management Committee 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 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 CONDITIONS OF THIS AGREEMENT

14.1. The Township may with 90 days written notice to JCI amend or cancel this agreement based on JCI not acting in the best interest of the community.

14.2. JCI may with 90 days of written notice to Township request to amend or cancel this agreement based on the partnership not serving the best interest of JCI.

14.3. The Township, to protect its annual financial commitment to the Building Owner, may consider other Olde Town Hall Community partners to deliver cultural services.

Note: The remainder of this page is intentionally left blank.

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 _____, 2022.

JUNCTIONIAN COMMUNITY INITIATIVES

Name:
Title: JCI President

Name:
Title: JCI Secretary

We have the authority to bind the Junction Community Initiatives 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

JunCtian Community Initiatives 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

**JunCtian Community Initiatives (JCI) Organized & Lead Events –
Monthly Use Plan of the Dundalk Olde Town Hall**

1. Public Use Events JCI plan to hold in the Theatre Space each month:

Description of Event or Rental

- _____
- _____
- _____
- _____

2. Public Use Events JCI plan to hold in the Meeting Room Space each month:

Description of Event or Rental

- _____
- _____
- _____
- _____

3. Special Public Use Events JCI plan to hold in the Theatre Space seasonally through the year:

Description of Event or Rental

Month

- | Description of Event or Rental | Month |
|--------------------------------|-------|
| • _____ | _____ |
| • _____ | _____ |
| • _____ | _____ |
| • _____ | _____ |
| • _____ | _____ |

Schedule C

Community Partners Identified as Annual Users

1. JunCtian Community Initiatives
- 2.
- 3.

Other Infrequent Users:

User	Type of Use	Events per Year
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____

Note: This document may be update from time to time as partners and community groups are added to JCI programs and services.

Schedule D

**Dundalk Olde Town Hall Cultural Board of Management Committee and
Building Capital Project Funding Requirements**

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

Schedule E

Dundalk Olde Town Hall Cultural Board of Management Committee – Building Maintenance, General Operating & Utility Cost Responsibility

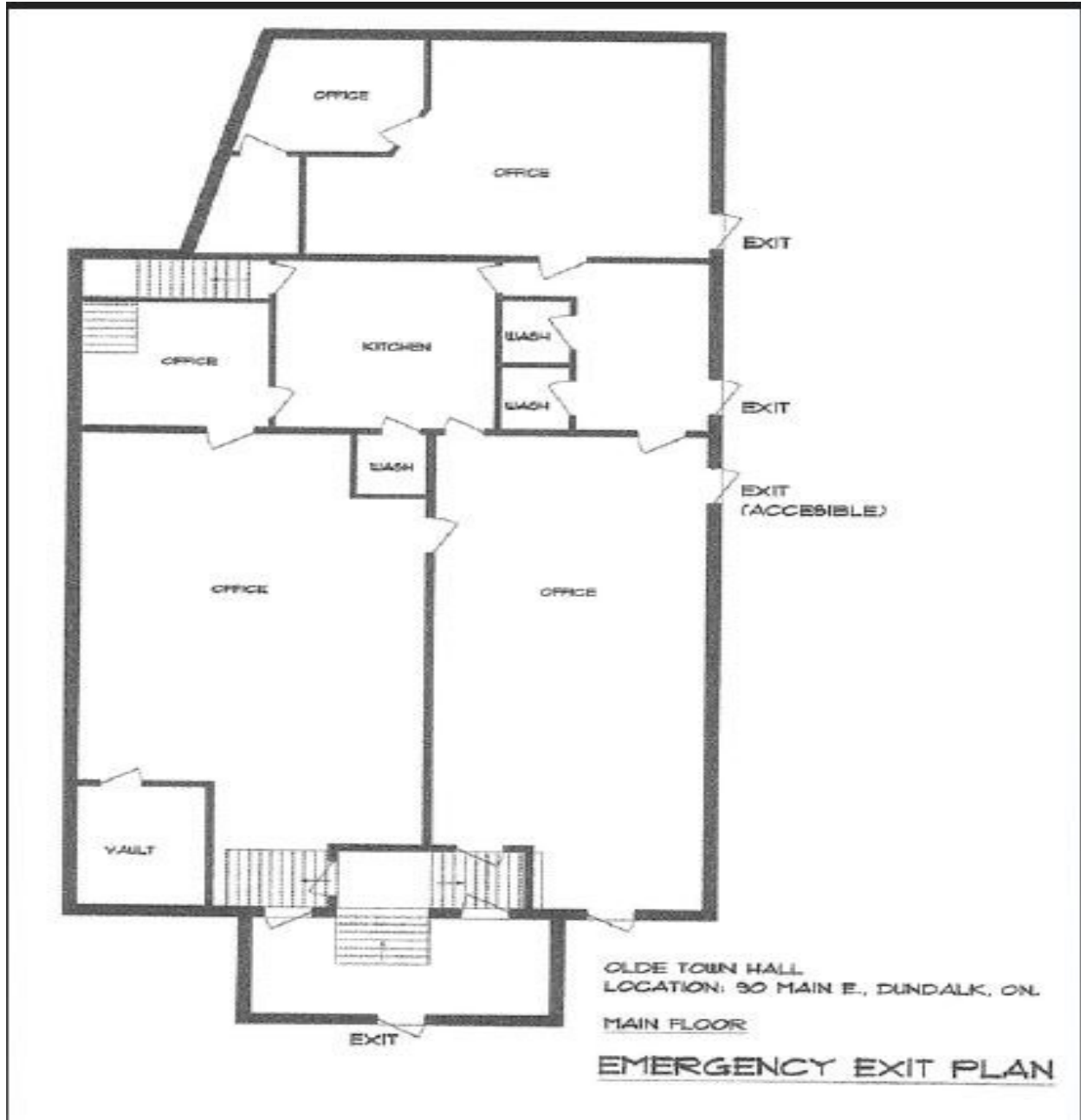
1. All Theatre space costs related to stage lighting and sound systems;
2. All Theatre stage curtains replacement and cleaning;
3. All electrical upgrades and maintenance repairs in the second floor theatre space with prior approval/notification of the work requirement to the building owner.
4. The Building 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 Dundalk Olde Town Hall Board of Management Committee on a monthly basis.
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 Dundalk Olde Town Hall Cultural Board of Management Committee on a monthly basis as their expense.
6. JCI agrees to be responsible for the maintenance costs of their owned equipment and furnishings they may have in the building and as well that of their community partners own in the dedicated building cultural spaces.
7. Dundalk Olde Town Hall Cultural Board of Management Committee agrees to be responsible for the cleaning of their dedicated cultural spaces they occupy for their use.
8. Dundalk Olde Town Hall Cultural Board of Management Committee 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. Dundalk Olde Town Hall Cultural Board of Management Committee agrees it is their responsibility to 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. Dundalk Olde Town Hall Cultural Board of Management Committee 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 Dundalk Olde Town Hall Cultural Board of Management Committee and/or the Township of Southgate will work with the Building owner to post outdoor 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

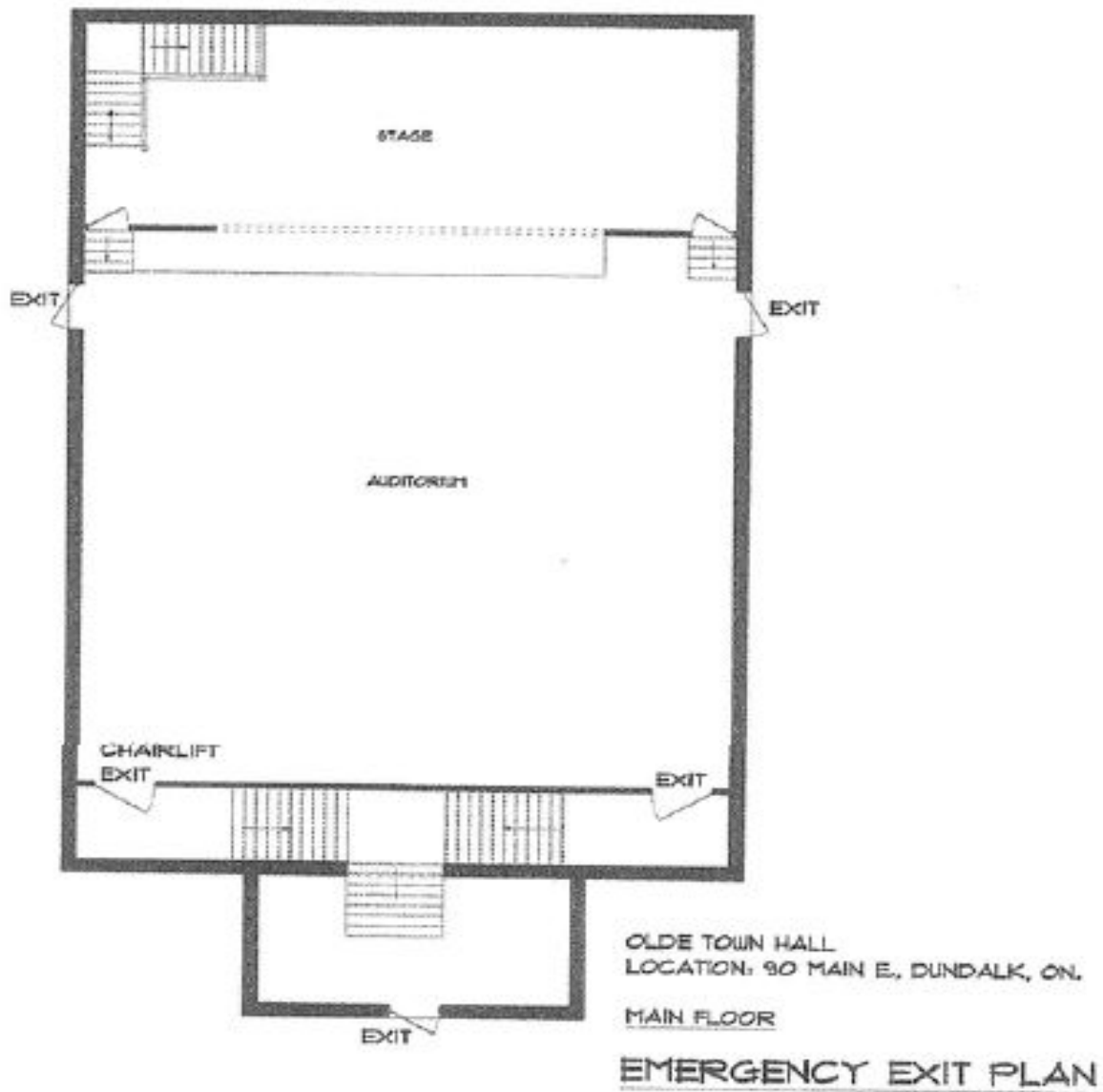
Dundalk Olde Town Hall Building Floor Layouts

First Floor Layout of the Dedicated and Shared Cultural Space Use



Schedule F con't.

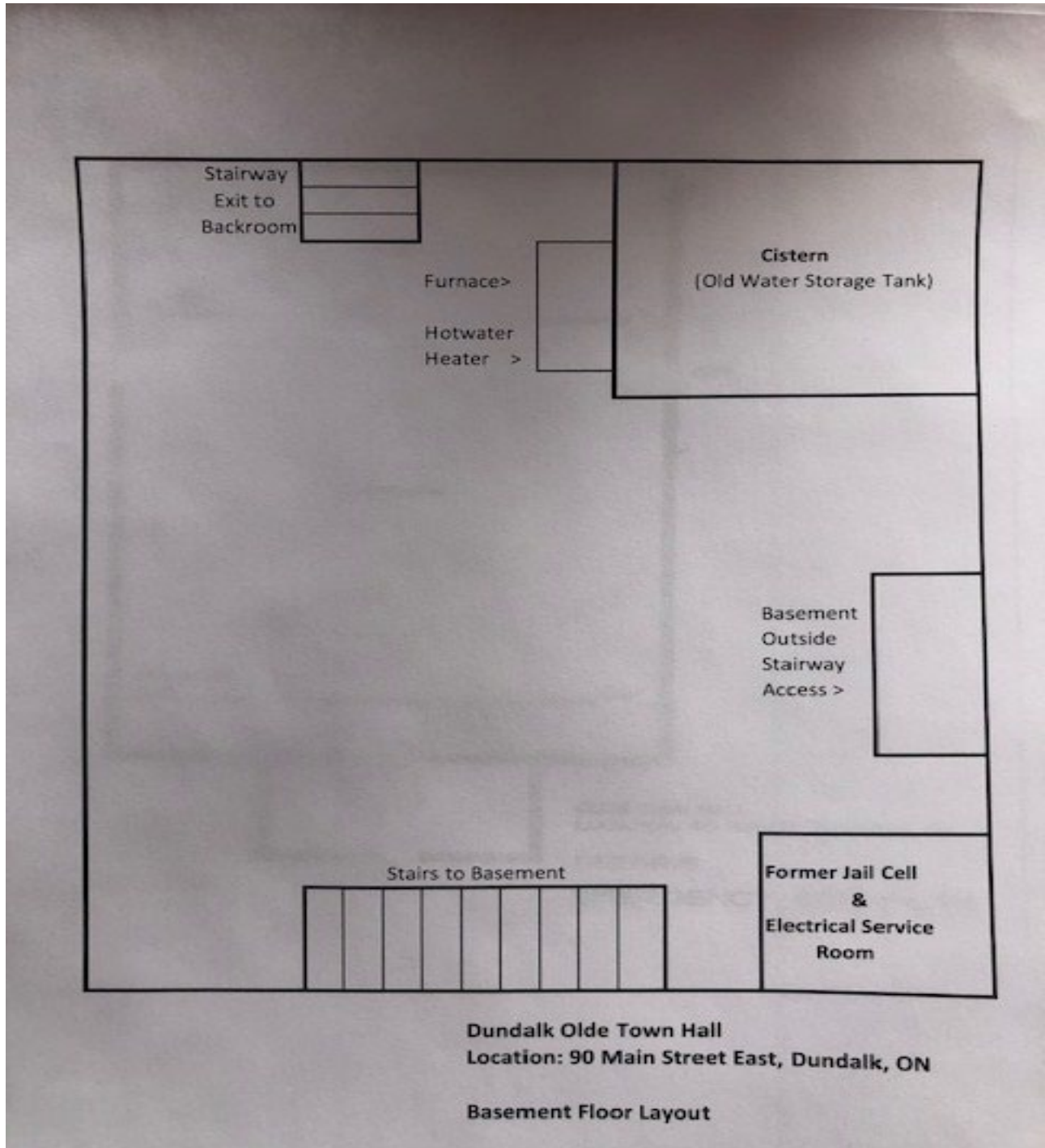
Dundalk Olde Town Hall Building Floor Layouts
Second Floor Layout of the Dedicated and Shared Cultural Space Use



Schedule F con't.

Dundalk Olde Town Hall Building Floor Layouts

Basement Floor Layout of the Dedicated and Shared Cultural Space Use



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

THIS AGREEMENT made as of the 16th day of March, 2022.

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.

Other agreements will be executed at the same time between the Township, JunCtian Community Initiatives ("JCI") and Wellington. The JCI agreement will be as a community partner that brings community capacity, expertise and not-for-profit status that will be complimentary to the success of the operation of the Olde Town Hall use as a cultural space. The other agreement will sell the Building to Wellington and provide a culture space lease of the theatre and some first floor area. 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 to manage and work with the users and community group events and users that are described in "Schedule B", that forms part of this entire agreement;
2. The Building use commitments by TTH to work with the community and their partners that have been documented in "Schedule C", and forms part of this entire agreement;
3. Defining of the required Building capital investments that TTH is responsible for with community fundraising to support the cultural space upgrades. Examples of these projects to be managed by the Dundalk Olde Town Hall Cultural Board of Management Committee over the 20 years of this agreement are defined in "Schedule D", and forms part of this agreement;
4. Dundalk Olde Town Hall Cultural Board of Management Committee will manage the Building cultural space area and responsibility for planning and financing building upgrade work in the cultural spaces of the Building over the 20 years of this agreement as defined in "Schedule E", and forms part of this entire agreement;
5. Provides TTH with membership on the Dundalk Olde Town Hall Cultural Board of Management Committee to be established by Southgate Council for cultural uses through a Terms of Reference document.
6. Defines and describes the Building floor plans ("Schedule F") of the Dundalk Olde Town Hall cultural use spaces 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, being an organization that is committing to organize cultural events and uses in the Dundalk Olde Town Hall as a public facility cultural space in the Village of Dundalk.

The Parties support sharing of publicly funded facilities to maximize benefit to the 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 years from the expiration date specified above if a new agreement has not been put in place.

3. PARTNER CONTACTS

3.1. The contact for Township of Southgate is the CAO or Clerk related to this agreement and administration, and the Facilities Manager related to operational and building 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 JunCtian Community Initiatives (JCI) is the President of the organization or the successors or assigns in the future.

3.4 The contact for the owner of the building is 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 and use.

4.2. The Agreement covers facility uses of the building cultural spaces.

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 diverse, equal, fair and inclusionary access to the facility; and
- Prioritizing access for children and youth.

7. PROCESS

7.1. The Building will be made available to partners and other building cultural and facility users only 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 provide the building upgrades and complete all life safety work to allow public access to the Building, as well as any other works that are required to be completed as described in this Agreement that may restrict public access.

7.2. The Building cultural space inquiries and rental booking of the Building as covered by this agreement will be booked through the Southgate Municipal Office.

7.3. The Dundalk Olde Town Hall Cultural Board of Management Committee will work with facility partners and users to evaluate the appropriate uses of the facility for organizing, planning and/or recruiting future cultural events.

7.4. The Dundalk Olde Town Hall Cultural Board of Management Committee will provide specific rules for their space use, 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 the events they plan, schedule and book have been confirmed for the availability of dates as events in a consistent manner with the Southgate Municipal Office.

7.6. The Booking Office administration staff will provide a copy of each Agreement and Rental Contract to the designated community group representative. The designated representative will review all pertinent documents, providing signatures where required to secure the event date.

7.7. The Booking Office will prepare and provide a master list of confirmed public facility bookings to the Parties and the Olde Town Hall Cultural Board of Management Committee.

8. FEES

8.1. The Dundalk Olde Town Hall Cultural Board of Management Committee agree to establish a fee schedule, maintained at a level ensuring facility users have the ability to participate in and use of the Building with Southgate Council approval.

8.2. Fees will be charged to user groups, as outlined in the Southgate Fees and Charges By-law, 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 The Dundalk Olde Town Hall Cultural Board of Management Committee has the powers to waive fees for not-for-profit events where there is no admission charged and the event deemed as a beneficial community event.

8.4. The Township will collect all revenue and deposits pertaining to the Building rental and any applicable user fees. 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 Dundalk Olde Town Hall Cultural Board of Management Committee and making aware the Booking Office staff of Building down days that should be set aside as maintenance days.

9.2. Dundalk Olde Town Hall Cultural Board of Management Committee and the Building Owner will establish maintenance standards, accepted maintenance practices with the Building Owner and provide a mechanism for facility users and community partners to report maintenance issues and/or recommendations for change and/or upgrades.

9.3. Regular repair and maintenance of the Building and its operational costs are the responsibility of the Building Owner with those exclusions that are Dundalk Olde Town Hall Cultural Board of Management Committee responsibility of costs and funding sources, as defined in "Schedule E", and 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 the Township of Southgate's office as soon as possible who will advise the Dundalk Olde Town Hall Cultural Board of Management Committee.

9.5. The Township of Southgate Booking Office will contact Dundalk Olde Town Hall Cultural Board of Management Committee representatives to provide verbal or email notification of any facilities withdrawn from use in relation to Section 9.4 issues.

10. LIABILITY AND INSURANCE

10.1. The Township of Southgate will hold general liability insurance covering the partner volunteer organizations, Dundalk Olde Town Hall Board of Management Committee and the Building Owner as being harmless.

10.2. The Township of Southgate shall indemnify and save harmless TTH acting reasonably and the Building Owner, its affiliates, agents, employees and clients from any and all, liabilities and claims arising out of the parties use of the space and property.

10.3. 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.

10.4. The Dundalk Olde Town Hall Cultural Board of Management Committee is responsible for the repair of or the allocation of responsibility for 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.

10.5. The Southgate Booking Office will notify the facility user if the Building Owner revokes a user's privileges for failure to adhere to the code of conduct or for infractions listed in this Agreement.

11. CODE OF CONDUCT

Facility Users and Facility staff will conduct themselves with:

11.1. Mutual respect of each other's goals and needs, recognizing that the facilities are made available for the benefit of all.

11.2. Respect between facility users and facility staff;

11.3. An understanding that facility users are held accountable for the care of the facilities during their use. Facility users will:

11.3.1. Follow the procedures and rules outlined in this Agreement and it's attached Schedules.

11.3.2. Review all pertinent documents and the designated representative will provide signatures and/or initials where required.

11.3.3. Report all maintenance issues through the Southgate 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. Dundalk Olde Town Hall Cultural Board of Management Committee 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 CONDITIONS OF THIS AGREEMENT

14.1. The Township in consultation with the Dundalk Olde Town Hall Cultural Board of Management Committee both acting reasonably may with 90 days written notice to TTH amend or cancel this agreement based on not acting in the best interest of the community related to the fulfilling the terms, conditions, goals and vision of this agreement.

14.2. The Township to protect our annual financial commitment to the Building Owner may consider other Olde Town Hall Community partners to deliver cultural services.

14.3. 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.

Note: The remainder of this page is intentionally left blank.

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 _____, 2022.

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 Membership

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: _____

Note: This document should be reviewed and updated annually, then provided to the Dundalk Olde Town Hall Cultural Board of Management Committee for their use and purposes.

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

- | | |
|---------|-------|
| • _____ | _____ |
| • _____ | _____ |
| • _____ | _____ |
| • _____ | _____ |

Note:

1. Document to be reviewed and provided annually to the Dundalk Olde Town Hall Cultural Board of Management Committee for planning purposes.
2. See attached sample 12 month calendar of planned events.

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

**Dundalk Olde Town Hall Cultural Board of Management Committee and
Sample of Building Capital Projects**

Fundraising Responsibilities

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

Schedule E

Dundalk Olde Town Hall Cultural Board of Management Committee – Building Maintenance, General Operating & Utility Cost Responsibility

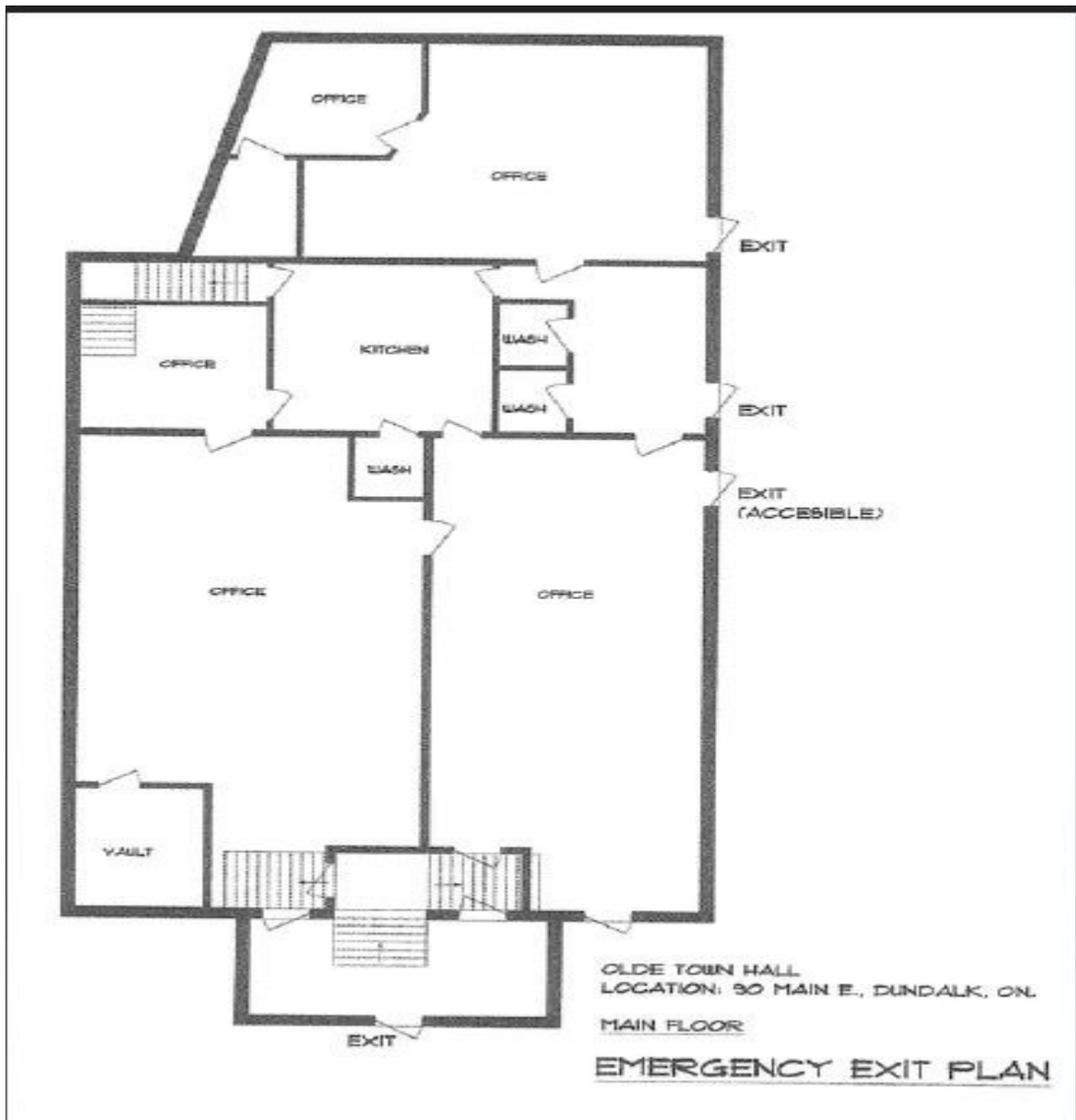
1. All Theatre space costs related to stage lighting and sound systems;
2. All Theatre stage curtains replacement and cleaning;
3. All electrical upgrades and maintenance repairs in the second floor theatre space with prior approval/notification of the work requirement to the building owner.
4. The Building 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 Dundalk Olde Town Hall Cultural Board of Management Committee 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 Dundalk Olde Town Hall Cultural Board of Management Committee 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. Dundalk Olde Town Hall Cultural Board of Management Committee agrees to be responsible for the cleaning of their dedicated cultural spaces they occupy for their use.
8. Dundalk Olde Town Hall Cultural Board of Management Committee 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. Dundalk Olde Town Hall Cultural Board of Management Committee 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. Dundalk Olde Town Hall Cultural Board of Management Committee 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 Dundalk Olde Town Hall Cultural Board of Management Committee and/or the Township of Southgate will work with the Building's owner to erect on the outside of the building, permanent signage for naming rights of the cultural space, temporary advertising and seasonal decorations on the building in the lobby window for community and cultural events, subject to the prior approval of the location with the building owner and at the Committee's expense.

Schedule F

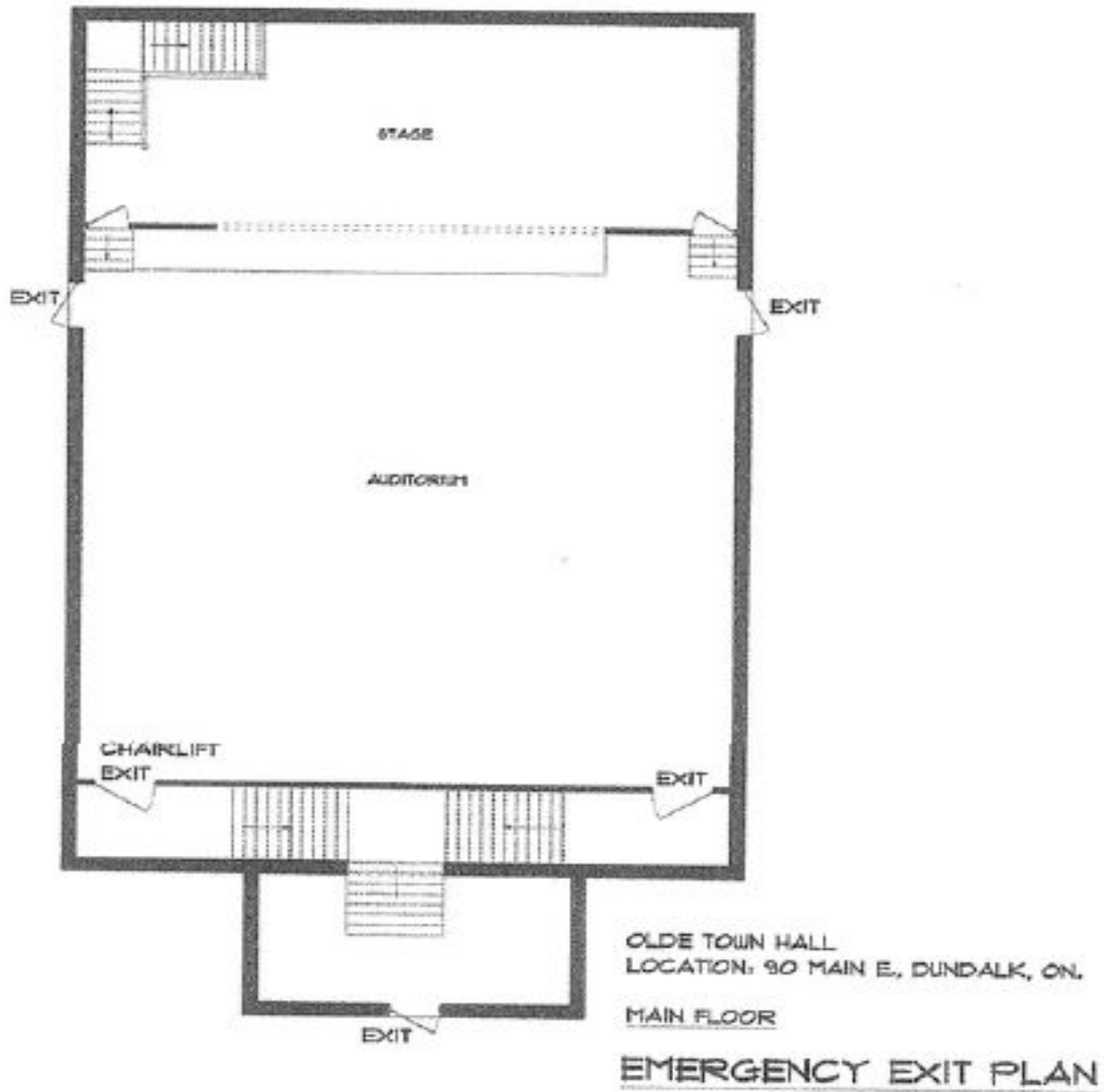
Dundalk Olde Town Hall Building Floor Layouts

First Floor Layout of the Dedicated and Shared Cultural Space Use



Schedule F con't.

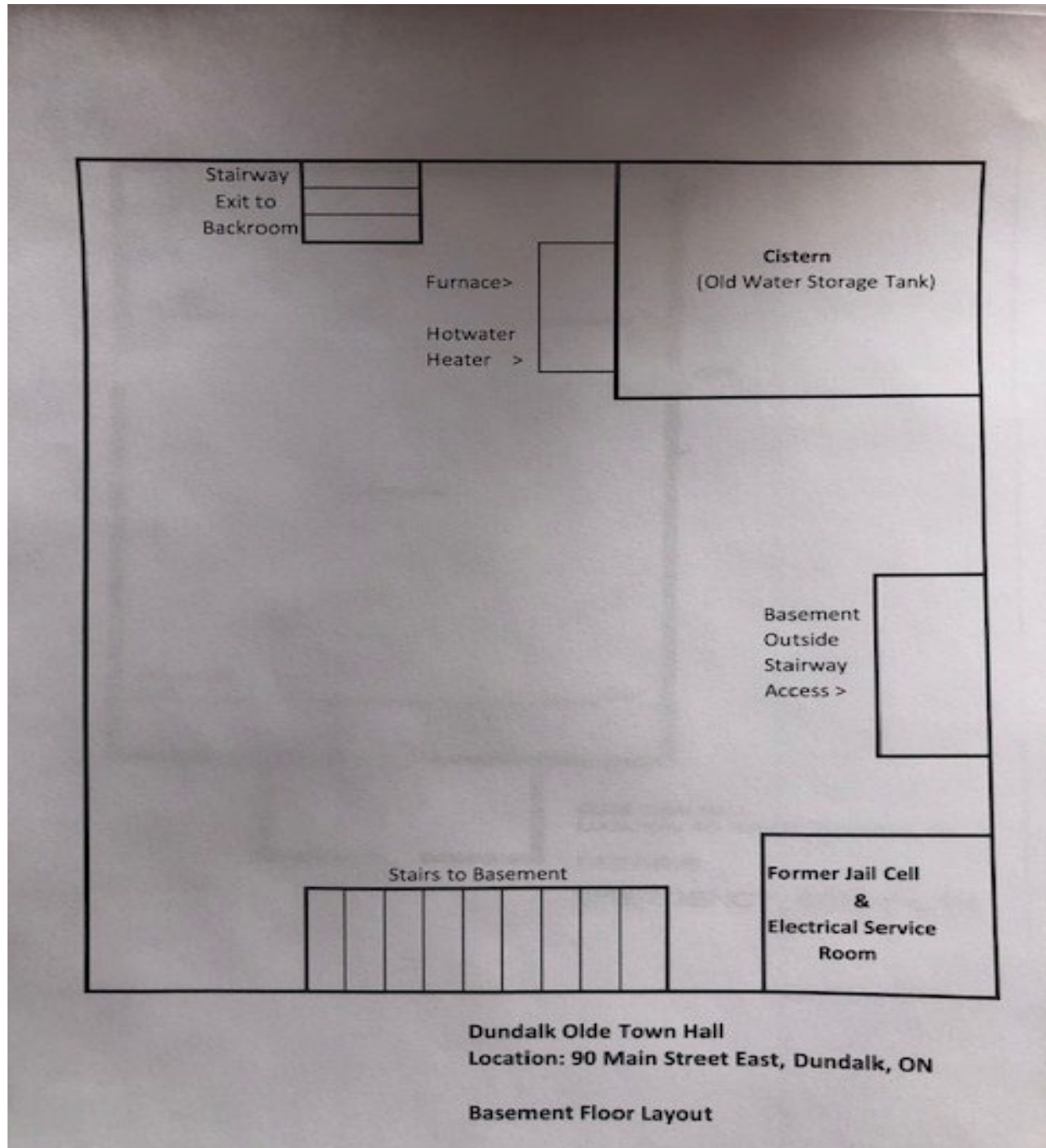
Dundalk Olde Town Hall Building Floor Layouts
Second Floor Layout of the Dedicated and Shared Space Use



Schedule F con't.

Dundalk Olde Town Hall Building Floor Layouts

Basement Floor Layout of the Dedicated and Shared Cultural Space Use



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 CAO2022-012

Title of Report: Randharr Investments Inc. (Wilder Lake Subdivision)
Pre-Servicing Agreement Approval Report

Department: Administration

Council Date: March 16, 2022

Council Recommendation:

Be it resolved that Council receive staff report CAO2022-012 as information; and

That Council approve the Randharr Investments Inc. project known as the Wilder Lake Subdivision residential development for a Pre-servicing Agreement with the Schedules reflecting the necessary approved Engineered drawings, study reports and the approved securities for the project; and

That Council approve the securities being posted as being real property through a first Charge/Mortgage to be registered on the property title for Randharr Investments owned property identified as Roll #420706000119400, to cover the security condition requirement of \$1,121,500.00, as a financial assurance for the life of the project, during the pre-servicing and future subdivision agreement approval phases; and

That Council consider approving the Randharr Investments Inc. project known as the Wilder Lake Subdivision residential development project Pre-servicing Agreement by Municipal By-law 2022-038 at the March 16, 2021 meeting.

Background:

Randharr Investments Inc. presently has Draft Plan Subdivision approval for the Wilder Lake Subdivision residential development project. The Pre-Servicing Agreement is now the next step in the process that will allow the developer to start the site work for the installation of servicing infrastructure and construction of the roadway, based on the approved servicing drawings.

Randharr Investments Inc. have requested a Pre-Servicing Agreement in advance of the Subdivision Agreement. What this agreement will allow is the installation by the developer of on-site and off-site infrastructure such as stormwater drainage ditches & retention ponds, street lighting, property entrances and roadway construction with base course asphalt, while the Subdivision Agreement is going through the approval process. During the pre-servicing phase of the project, without a subdivision agreement in place, the Township has minimal liability as the lot fabrics have not been approved or registered with title, therefore Southgate would have no responsibility to finish the lot servicing. The responsibility the

Township would have with a pre-servicing agreement would be to make the development site safe by filling in holes and leveling the soil on the property, if there was a failure to complete the project.

The Pre-Servicing Agreement will allow the developer to start the work based on approved servicing drawings, with posted securities. By the developer undertaking the work prior to Subdivision Agreement approval, they take on more risk and the municipality has considerably less liability. Therefore, the required posted securities in favour of the municipality, by the developer, is less because the Township has not committed to an approved Subdivision Agreement. When the Subdivision Agreement is approved, the required securities will be reviewed and posted at the required levels based on the amount of servicing work that has been completed and accepted. The developer securities presently required for a Pre-Servicing Agreement is 10% for on-site and 100% for off-site works. In a Subdivision Agreement, with pre-servicing the developer securities required for completed work with preliminary acceptance is 10% for on-site and off-site works and 115% for on-site and off-site works that is incomplete or that has been completed without preliminary acceptance. In the Subdivision agreement stage the lots have been created and likely presold. The major cost of servicing of a residential development is the installation of infrastructure during the pre-servicing agreement phase. When it comes to Subdivision Agreement approval, the amount of securities required is considerably less as it usually is for only the outstanding work that covers finishing street lighting fixtures, street signage, lot grading, sodding, fencing, tree planting, final asphalt placement, etc., if all the other pre-servicing work has been completed.

In the case of this project Randharr Investments Inc., there is no off-site works and Randharr Investments are providing the previously identified property as security through a "first Charge/Mortgage" in favour of the Township of Southgate that will be registered on property title until the end of the warranty period of the property development servicing.

Staff Comments:

The Township approval process of this Pre-servicing agreement is the following steps:

1. Engineering prepared and reviewed drawings and report documents are listed in the agreement's "Schedule B" which has been prepared by GM Blueplan and peer reviewed by RJ Burnsides; and
2. RJ Burnsides has also reviewed amount of securities necessary to support the Randharr Investments Inc., Wilder Lake Subdivision residential development project work for the onsite (as there is no project off-site works) for infrastructure servicing costs that have been included in the Pre-servicing

Agreement Schedule C, prepared by Engineer Harry Bye and peer review confirmed by emailed (Attachment #1), dated March ____, 2022; and

3. Council approval of the Randharr Investments Inc., Wilder Lake Subdivision residential development Pre-servicing Agreement and by municipal by-law which includes a copy of the agreement for approval at this same meeting.

Financial Impact or Long Term Implications

There is no financial impact as a result of this report as the developer will be paying for engineering and legal costs related to the creation of this agreement from the \$10,000 deposit provided by the applicant and placed on account for the purpose to cover the Township costs incurred for the development.

The developer shall maintain registered securities through a first Charge/Mortgage registered on title of the secured property, to cover the estimated servicing costs determined by Randharr's and Southgate's engineers. The detailed breakdown of the Harry Bye security calculations is included in agreement as Schedule "C" of this Pre-servicing Agreement.

Staff recommends that we approve the Randharr Investments Inc., Wilder Lake Subdivision residential development Pre-servicing Agreement with the securities required for this project, as approved by Burnsides Engineers.

The property being provided to Southgate as project security was purchased by Randharr Investments less than 6 months ago, so the Township is using the purchase price as the valuation for the property, which we have been provided with the legal offices Statement of Adjustment for the transaction from their lawyer. The purchase price exceeds the amount of security the Township requires and has property features that supports this valuation with its proximity to the Homestead Resort.

Proof of \$5,000,000 in General Liability insurance certificate has also been provided as a condition of the agreement.

Communications & Community Action Plan Impact:

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

Goal 3 - Promoting Health Services and Housing Choices

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

Strategic Initiatives 3-A (2019-2023): 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.

Concluding Comments

1. Council receive this report as information.
2. Council approve the Randharr Investments Inc. project known as the Wilder Lake Subdivision residential development for a Pre-servicing Agreement with the Schedules reflecting the necessary approved Engineered drawings, study reports and approved securities for the project.
3. Council approve the securities being posted as property first Charge/ Mortgage to be registered on property title to cover the security condition of \$1,121,500.00 for the life of the project, being the pre-servicing and future subdivision agreement approvals and servicing period and phases of the work.
4. Council consider approval of the Randharr Investments Inc. project known as the Wilder Lake Subdivision residential development Pre-servicing Agreement by Municipal By-law at the March 16, 2021 meeting.

Respectfully Submitted,

CAO approval: Original Signed By

Dave Milliner – CAO dmilliner@southgate.ca 519-923-2110 x210

- Attachment #1 – Burnside's email reporting on their project security review dated March 8, 2022
- Attachment #2 – Burnside email reporting on their peer review project drawings and reports dated March 8, 2022

Attachment 1

From: Paul Hausler <Paul.Hausler@rjburnside.com>
Sent: March 8, 2022 12:32 PM
To: H.bye <h.bye@hbyeconstruction.com>
Cc: 300051718 Wilders Lake Subdivision Review
Subject: RE: Wilder Lake Infrastructure Costing - Southgate signed

Harry

I have reviewed the attached Costing for the Civil Works combined with the Electrical Servicing for the Homestead Subdivision and find it reasonable as per my Level C cost estimate that we recently calculated from the most recent drawings in our possession.

The cost estimate provided by H. Bye Construction is within 5% of our calculated value of approx. \$1.12 Million (Summary sheet attached) and as a result Burnside finds the cost provided reasonable.

If you have any questions please contact me.

Thanks

CONTRACT PAYMENT CERTIFICATE

R. J. Burnside & Associates Limited

Project No. 300051718
Certificate No.
Notes

Contractor: ***
Address: ***
Contract Title: Wilders Lake Subdivision Review

This Certificate Covers Work Performed Up To: ***

PAGE	DESCRIPTION	ORIGINAL CONTRACT TOTAL	PREVIOUS PAYMENTS (Before Deductions)	PAYMENTS THIS CERTIFICATE (Before Deductions)	PRESENT CONTRACT TOTAL (Before Deductions)					
1	SCHEDULE A - GENERAL	\$5,000.00								
2	SCHEDULE B - EROSION AND SEDIMENT C	\$42,900.00								
3	SCHEDULE C - STORMWATER MANAGEME	\$127,500.00								
4	SCHEDULE D - REMOVALS	\$79,000.00								
5	SCHEDULE E - ROAD WORKS	\$449,250.00								
6	SCHEDULE F - STORM SEWER	\$178,000.00								
7	SCHEDULE F - STORM SEWER	\$3,500.00								
8	SCHEDULE G - ELECTRICAL	\$234,000.00								
9	SCHEDULE H - LANDSCAPING									
TOTALS:		\$1,119,150.00								
TOTAL WORK TO DATE			<table border="1"><tr><td></td></tr><tr><td></td></tr><tr><td></td></tr><tr><td></td></tr><tr><td></td></tr></table>							
HOLDBACKS (@ 10%)										
PAYABLE TO DATE										
PREVIOUS PAYMENTS										
SUBTOTAL										
HST (13%)										
Approved:			AMOUNT APPROVED FOR THIS INVOICE							
<hr/>			<table border="1"><tr><td></td></tr></table>							
Contract Administrator (R. J. Burnside & Associates Limited)										

Attachment 2

From: H.bye <h.bye@hbyeconstruction.com>
Sent: Tuesday, March 08, 2022 4:28 PM
To: Paul Hausler <Paul.Hausler@rjburnside.com>
Cc: Dave Milliner <dmilliner@southgate.ca>
Subject: FW: Wilder Lake Infrastructure Costing - Southgate signed

Harry/Dave

We are receipt of the most recent drawings that we understand were issued to the MECP for review/approval.

I have reviewed the drawings and they generally address the concerns that we had for the second submission.

There are still a few outstanding items as noted on the attached Comment Form but these should not effect the development/issuance of the Pre-servicing Agreement.

If you have any further questions or concerns please contact.

Thanks

Paul Hausler

Senior Project Manager

R.J. Burnside & Associates Limited | www.rjburnside.com

Office: +1 800-265-9662 Direct: +1 705-797-4289

The Corporation of the Township of Southgate

By-law Number 2022-039

being a by-law to authorize a subdivision pre-servicing agreement with Randharr Investments Inc. and The Corporation of the Township of Southgate

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

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

Whereas it is deemed necessary and desirable that the Council of the Corporation of the Township of Southgate enact a by-law authorizing the Corporation to enter into a subdivision pre-servicing agreement with Randharr Investments Inc.,

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

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

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

John Woodbury – Mayor

Lindsey Green - Clerk

SUBDIVISION PRE-SERVICING AGREEMENT

This Agreement made this 16th day of March, 2022

B E T W E E N:

Randharr Investments Inc.
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

The Corporation of the Township of Southgate
(hereinafter called the "Township")

OF THE SECOND PART

WHEREAS the Developer is the owner of the lands in the Township of Southgate, in the County of Grey, described in Schedule "A" hereto (the "Lands");

AND WHEREAS the Developer proposes to subdivide a portion of these lands and is proceeding with a plan of subdivision (the "Subdivision"), engineering drawings and a Subdivision Agreement;

AND WHEREAS the Developer warrants that it has received draft plan approval from The Corporation of the County of Grey for the approval of a residential plan of subdivision (the "Plan");

AND WHEREAS the Developer intends to immediately commence with the installation of Stage I and II services as outlined in Article 31 d) herein including underground services and/or storm drainage work and/or road works as further described in the plans, drawings and reports listed in Schedule "B" (the "Works") prior to the execution and the registration of the Subdivision Agreement, and final approval and the registration of the Plan;

AND WHEREAS the Parties hereto have entered into this Subdivision Pre-Servicing Agreement (the "Agreement") for the purpose of defining the terms and conditions upon which the construction, installation and provision of the Works will be carried out;

AND WHEREAS the parties to this Agreement declare that the recitals herein are true.

NOW THEREFORE, this Agreement witnesseth that in consideration of the covenants herein contained, and other good and valuable consideration, the Parties hereto covenant and agree as follows:

PRE-SERVICING AT DEVELOPER'S RISK

1. The Developer acknowledges and agrees that the installation, construction or provision of the Works to the Lands or external to the Lands is at its sole and complete risk. The

Developer acknowledges and agrees that, should the Plan for this development for any reason be refused final approval and the Plan is not registered, any pre-servicing authorized under this Agreement shall cease and the Developer agrees to accept full responsibility and obligation, financial and otherwise, for all servicing provided and Works that have been constructed or installed. Should the Plan be refused final approval, the Developer agrees to remove any or all Works or portions of Works on the unregistered phase(s) if so requested by the Township, acting reasonably, including restoration of the Lands as a result of construction, all to the satisfaction of the Township, if requested by the Township to do so. At all times, the Developer covenants and agrees to comply with all federal, provincial and municipal laws, rules, by-laws and regulations in constructing, installing or otherwise providing the Works.

MODIFICATIONS MAY BE REQUIRED TO ENGINEERING DRAWINGS AND PLANS

2. (i) The Developer acknowledges and agrees that the engineering design drawings and plans as submitted have not been finally accepted by the Township. In order to obtain final approval of the engineering design drawings and plans, modification, alteration, relocation, and reconstruction of all or part of the Works may be required. The Developer agrees that it may be required to make modifications and alterations and to relocate and reconstruct some or all or any portions of the Works at its sole cost and expense and at the direction of the Township.
- (ii) The Developer further acknowledges and agrees that the engineering design drawings and plans as submitted have not been finally accepted by the Ministry of Environment, Conservation and Parks (MECP) as it relates to the required Environmental Compliance Approval (ECA). In order to obtain final approval of the engineering design drawings and plans, modification, alteration, relocation, and reconstruction of all or part of the Works may be required. The Developer agrees that it may be required to make modifications and alterations and to relocate and reconstruct some or all or any portions of the Works at its sole cost and expense and at the direction of the MECP.

WRITTEN ACCEPTANCE OF PRE-SERVICING BY TOWNSHIP REQUIRED

3. The Developer acknowledges and agrees that the Works for which pre-servicing may proceed must be approved in writing by the Township, and that only those Works that have been approved in writing may be constructed in accordance with the provisions of this Agreement and all other requirements of the Township and its engineers.

TOWNSHIP MAY REQUIRE PRE-SERVICING TO STOP

4. The Developer acknowledges and agrees that if the Works, as set out in the engineering design drawings, are not being carried out in an acceptable manner or the development of the Plan is not proceeding expeditiously to the satisfaction of the Township in its discretion, the Township, acting reasonably, will have the right to require the Developer to cease any

or all construction activities, by written notice to the Developer in accordance with Article 22 of this Agreement.

Furthermore, the Developer acknowledges and agrees that the Township is entitled to withdraw its permission granted herein for the installation and construction of the Works if it is determined, in the sole and absolute discretion of the Township, that such withdrawal is in the best interests of the Township. Upon notification of such withdrawal of permission, the Developer covenants and agrees to immediately cease any further construction, installation or other work in respect of the Works. The Developer acknowledges that it shall have no claim against the Township if it exercises its right to withdraw the permission granted under this Agreement and it specifically waives and disclaims its rights to make any claim in connection therewith.

ESTIMATED COSTS

5. The Developer acknowledges and agrees that the total estimated costs of the Works to be constructed pursuant to this Agreement are to be provided by the Developer, for review/acceptance by the Township in advance of this agreement's execution. The total estimated costs are set out in Schedule "C". The Developer acknowledges and agrees that Schedule "C" is only a preliminary estimate and that additional work may be required prior to the acceptance of the Works by the Township. The Developer further acknowledges that the amounts set out in Schedule "C" are estimates only and that the actual cost may be adjusted from time to time at the sole discretion of the Township, including on the basis of, but not limited to, reasonable tender prices.

The estimated costs on Schedule "C" may be provided and posted on a phase by phase basis.

PROFESSIONAL ENGINEER

6. The Developer covenants and agrees to retain a consulting Professional Engineer (the "Engineer"), skilled and experienced in municipal work, to design, supervise, layout, inspect and maintain the Works and remedy any defects, and to be responsible to the Township for the design, supervision, layout, inspection, maintenance and remedies until the time of final acceptance of the Works. Prior to the commencement of any work, the Developer must advise the Township of its choice of Professional Engineer, and the Township shall have the right to refuse the Developer's choice of Professional Engineer, at the sole discretion of the Township.

COSTS OF CHECKING PLANS AND SPECIFICATIONS

7. The Developer agrees to pay the Township and/or its agent the ongoing reasonable costs for legal, planning and engineering costs for the review of plans and specifications, and for the reasonable construction observation of the Works on behalf of the Township.

AT DEVELOPER'S COST

8. Every provision of this Agreement by which the Developer is obligated in any way is deemed to include the words "at the expense of the Developer and to the Township's satisfaction", unless specifically stated otherwise.

TOWNSHIP TO HAVE UNRESTRICTED ACCESS TO LANDS

9. The Developer agrees to permit unrestricted access to the Lands to the Township and its agents and to the various authorities involved with approval of the Plan and construction of the Works including for the purpose of observation of the construction activities and the Works.

REGULAR MUNICIPAL CONSTRUCTION OBSERVATIONS

10. The Township will make regular site visits as deemed necessary to review that construction methods conform to acceptable engineering practice and in accordance with the accepted drawings and specifications. If, in the opinion of the Township, acceptable supervision is not being provided or construction is not satisfactory, the Township will have the authority to order that construction operations immediately cease by providing written notice to the contractor in charge of the construction or to the Developer's Engineer.

SILTATION AND EROSION CONTROL

11. The Developer agrees to complete the Works as required by the applicable agencies where they relate to pre-servicing and construction activities and to provide and maintain all siltation and erosion control facilities during and after construction to the satisfaction of the Township and the applicable Conservation Authority, acting reasonably. The Developer covenants and agrees to implement sediment and erosion controls in accordance with the approved Sediment and Erosion Control Plan, or otherwise in compliance with the direction of the Township, in order to effectively reduce soil erosion, minimize the transport of silt, minimize standing water, control dust and to minimize and manage mud tracking onto adjacent roads.

DEVELOPER'S SOLELY RESPONSIBLE FOR DESIGN, PLANS AND SPECIFICATIONS

12. Notwithstanding any acceptance of the engineering design given by the Township, neither the Township nor the Consulting Engineer retained by the Township shall in any way be responsible for the design drawings, plans or specifications and the Developer shall bear sole responsibility for the soundness of the engineering design and for ensuring that the Works required to be constructed will function as intended and will be compliant with the final approved services and Municipal Servicing Standards, as approved by Council and provided to the Developer prior to execution of this Agreement.

OTHER APPROVALS

13. The Developer agrees that it shall forthwith obtain any and all other governmental approvals necessary for the Subdivision and that it shall submit to the Township all the normal and usual plans and documents that may be required by the Township and to enter into a Subdivision Agreement.

The Developer expressly acknowledges and agrees that it will not obtain any advantageous planning or other consideration or treatment, including final approval of a draft plan of subdivision for the Lands, by virtue of it having entered into this Agreement.

OFF-SITE NUISANCE

14. The Developer covenants and agrees to take any and all necessary steps, to the satisfaction of the Township, to ensure that off-site nuisance/damage is mitigated including erosion, sediment, flooding, ponding, dust, and weeds. Notwithstanding the foregoing, reasonable and ordinary construction nuisance, as determined by the Township, shall be permitted.

INSURANCE

15.
 - (a) The Developer agrees to file with the Township, prior to commencement of the Works provided for in this Agreement, a public liability insurance policy in an amount of no less than five million dollars (\$5,000,000.00) (subject to the Township's right to set higher limits if it considers necessary) naming the Township for insurance against all damages or claims for damages. The form, content and type of insurance policy are to be subject to approval by the Township. The Developer shall keep the aforesaid insurance policy in effect until the guaranteed maintenance period has expired and the Works have been assumed by the Township.
 - (b) The premiums for the insurance policy shall initially be paid for a period of one (1) year. Upon execution of this Agreement and prior to commencement of each policy year the Developer shall provide a copy of the policy to the Township indicating full payment.
 - (c) The issuance of the policy of insurance shall not be construed as relieving the Developer from responsibility for other or larger claims, if any, for which it may be held responsible.

TREE REMOVAL

16. The Developer shall remove only those trees as identified on the approved Tree Retention and Landscaping Plan as previously approved by the Township in writing.

SECURITY

17. (a) In order to guarantee the due performance of its covenants in this Agreement, the Developer shall, prior to execution of this Agreement, provide the Township with an acceptable form of security in the amount of \$1,121,500. Notwithstanding the foregoing, the minimum security amount required under this Agreement shall be 100% of the total estimated cost of the internal works for the Subdivision.
- (b) The Developer acknowledges and agrees that no reduction in the amount of the securities filed by the Developer with the Township in accordance with the terms of this Agreement shall be permitted until such time as the Developer has entered into a Subdivision Agreement with the Township for the Lands. Thereafter, any changes in the security posted by the Developer shall be completed in accordance with the terms of the said Subdivision Agreement and may be maintained, supplemented, or reduced for the future development phases or agreements. Nothing in this paragraph, however, is intended to prohibit the Township from enforcing said security in accordance with this Agreement.
- (c) This security shall be comprised of a first Charge/Mortgage issued in accordance with terms satisfactory to the Township's Chief Administrative Officer, as set out in Schedule "D".

DEPOSIT

18. (a) Prior to execution of this Agreement, the Developer shall deposit with the Township a cash deposit of \$10,000.00, for engineering and legal fees for the review of drawings and observation of the performance of the Works and the Township's legal costs attributable to this Agreement and other legal advice related to the development contemplated by this Agreement. The Developer agrees to reimburse the Township for all engineering and legal costs incurred.
- (b) The Developer agrees that any accounts relating to engineering and legal work that are not covered by the deposit must be paid within thirty (30) days of submission by the Township and, if not paid within thirty (30) days, the Township shall, at its discretion, be entitled to enforce the aforementioned security or draw on the cash deposit for payment of any outstanding accounts plus an administration fee of \$100.00 per outstanding account together with interest at the rate of the prime rate of the Township's Bank from the date the invoice was first issued. If the Township enforces the aforementioned security or draws on the cash deposit to pay any outstanding accounts, the Developer is considered to be in default of this Agreement in which case, the Township, at its sole discretion, may issue a stop work order and the Developer agrees that no work may proceed until such time as such additional security is received to the satisfaction of the Township.

LIMITED CONSTRUCTION ACCESS

19. The Developer covenants and agrees to:
- (a) limit construction access to such roads as the Township may determine from time to time;
 - (b) maintain all access roads in good repair at all times and meet all the requirements of the Township's Public Works Department if public roadways are involved; and
 - (c) provide dust and mud tracking control in order to prevent any dust/mud problem to traffic or home occupants.

SIGNAGE

20. The Developer agrees to construct, at its expense, signs at each access point to the Lands stating that the property is "PRIVATE PROPERTY" and "NO ACCESS IS PERMITTED AT ANY TIME". The signs shall be at least 1.2 metres by 1.2 metres and the lettering and colouring shall be to the Township's satisfaction. The signs shall not be removed until the Subdivision Agreement has been executed at which time signs as required by the Subdivision Agreement must be posted in their place. The Developer acknowledges that all roads and services on the Lands are private roads/services and the Township is under no obligation to assume or maintain them.

TOWNSHIP NOT OBLIGATED TO COMPLETE ANY OUTSTANDING WORKS

21. The Developer agrees that should it fail to complete any of the Works contemplated by this Agreement, the Township is under no obligation whatsoever to complete all or any portion of the Works but the Township has the right to complete or stabilize or disconnect the Works if it chooses to. Notwithstanding the foregoing, the Developer agrees that the Township shall, at its sole discretion, have the right to enter onto the Lands to take whatever action it deems necessary to safeguard the health and welfare of the residents of the Township including, but without limiting the generality of the foregoing, to filling in holes, blocking off access, posting signs, stabilizing and leveling terrain, at the Developer's expense. The Developer further agrees to indemnify the Township, its agents or servants, from any and all claims that may arise as a result of any actions taken by the Township pursuant to this clause.

If the Works proposed to be installed or constructed pursuant to this Agreement are not commenced or a subdivision agreement relating to the Lands has not been executed between the developer and the Township within 2 years from the date of execution of this Agreement, the Township may, at its option and on (30) days written notice to the Developer in accordance with Section 24, declare this Agreement to be null and void and of no further effect.

NOTICE

22. Where this Agreement requires notice to be delivered by one party to the other, such notice shall be in writing and delivered either personally or by e-mail transmission by one party to the other party at their addresses and facsimile numbers noted below. Such notice shall be deemed to have been given, if by personal delivery, on the date of delivery, and if by e-mail, on date of delivery of electronic confirmation of receipt obtained:

- (a) To the Township:

The Corporation of the Township of Southgate
Attn: Clerk
185667 Grey Road #9
Dundalk, Ontario NOC1BO

Email address:
lgreen@southgate.ca

- (b) To the Developer:

Randharr Investments Inc.
c/o H Bye Construction Ltd.
395 Church St N,
Mount Forest, ON N0G 2L2

Email address:
admin@hbyeconstruction.com

or such other address as the Developer has provided to the Township Clerk in writing and any notice faxed or delivered shall be deemed good and sufficient notice under the terms of this Agreement.

INDEMNITY

23. (a) The Developer agrees to indemnify and save harmless the Township, its agents or servants against all actions, causes of action of any kind including causes of action of negligence, suits, claims and demands whatsoever in tort, contract or otherwise which may arise either directly or indirectly by reason of the Developer undertaking pre-servicing pursuant to this Agreement.
- (b) It is specifically understood and agreed that inspections of any aspect of construction, review by the Township, or any damage or interference resulting from winter road maintenance or any other works or actions undertaken by the Township, its agents or servants (which are hereinafter specifically agreed to be acting as agents of the Developer with respect to such work) shall impose no

liability upon the Township to the Developer and the Developer specifically agrees that it will make no such claim.

SEVERABILITY

24. If any of the provisions of this Agreement are found by a court of competent jurisdiction to be unenforceable it shall not affect the enforceability of each and every other clause contained herein.

TRANSFER OF OWNERSHIP

25. In the event of any transfer of any beneficial ownership of interest in the Lands or in the event of any change in the ownership of the principals of the Developer, then, at the sole discretion of the Township, this Agreement may be terminated upon written notice by the Township being provided in accordance with Clause 24.

NOT BINDING ON SUCCESSORS AND ASSIGNS

26. This Agreement shall be binding on the Parties hereto but unless this Agreement is registered in accordance with the requirements of the Township pursuant to Clause 30 of this Agreement, it shall not enure to the benefit of their successors and assigns.

SCHEDULES

27. The following schedules attached hereto form an integral part of this Agreement:

- (a) Schedule "A" – Legal Description of the Lands;
- (b) Schedule "B" – Drawings and Supporting Documentation;
- (c) Schedule "C" – Estimated Construction Costs and Securities Calculation; and
- (d) Schedule "D" – Form of Security

REGISTRATION OF AGREEMENT

28. The Developer covenants and agrees that this Agreement and any schedules attached hereto may be registered upon title to the Lands and that such registration shall be at the instance of the Township and at the Township's sole and absolute discretion. The Developer further covenants and agrees to pay all costs associated with the preparation and registration of this Agreement, as well as all other costs incurred by the Township as a result of the registration of any other documents or instruments pertaining to this Agreement, including but not limited to, any amendment thereto.

NO FETTERING OF DISCRETION

29. Notwithstanding any other provision of this Agreement, the Developer expressly acknowledges and agrees that none of the provisions of this Agreement (including a

provision stating the parties' intention) is intended to operate, nor shall have the effect of operating, in any way to fetter the discretion of the Township and its Council in the exercise of any of its discretionary power, duties or authorities, including without limitation, the authority to approve, approve with conditions or deny draft plan approval of the Plan filed by the Developer. The Developer expressly acknowledges and agrees that it will not obtain any advantageous planning or other consideration or treatment, including approval of a draft plan of subdivision for the Lands, by virtue of it having entered into this Agreement.

STARTING CONSTRUCTION

30. Prior to starting construction of the Works the Developer shall:

- a) Notify the Township at least ten (10) days before the commencement of construction and provide the Township with all information and material required by the Township;
- b) Deposit with the Township the securities as required by Article 17 of this Agreement;
- c) Prior to the start of construction that the Developer will post the required amounts due by it pursuant to Article 18 of this Agreement;
- d) Erect silt fences or other siltation and erosion control measures to the satisfaction of the Township. The silt fences and erosion control measures shall be erected prior to initiating any grading or construction on the site, and shall remain in place and in good repair during all phases of grading and construction;
- e) Prepare and submit an approximate timeline of progress and completion which shall set out how the construction of the services and utilities will be scheduled to be completed within the one (1) year.
- f) Obtain all consents, approvals, and permits required by law and provide written evidence of same to the Township.

CONSTRUCTION OF SERVICES

31. Conditions for construction of services as follows:

- (a) Service to be provided

The Developer, at the Developer's sole cost, shall be permitted to construct and install Stage I and II services outlined in Article 31 (d).

- (b) As-recorded drawings

The Developer shall cause its engineers to deliver to the Township three complete sets, and to the Township's Municipal Planner one complete set, of as-recorded drawings and an electronic file of such drawings upon completion (following approval of the preliminary

certification of the services by the Township) showing each of the said services as constructed.

(c) Installation, supervision and inspection

All services required to be constructed or installed by the Developer hereunder shall be constructed or installed under the full-time supervision of the Developer's engineers and to the satisfaction of the Township, who, acting reasonably, may:

- (i) conduct such test of materials, methods and workmanship as they may determine including the use of close circuit television cameras for inspection of underground services prior to either preliminary or final acceptance of any of the required services; and,
- (ii) require that any and all work shall cease until any breach of plans or specifications or its requirements (of which such engineers shall be the sole judge) has been remedied (other than the work required to be done to remedy such breach) and if such engineers deem it necessary to engage technical supervision the expense of such technical consultants, if engaged, shall be a debt due to the Township by the Developer recoverable on demand.

(d) Stages of construction for services

The Developer acknowledges that the Township will only grant preliminary acceptance, on the basis of four distinct stages of construction and where the subdivision development is phased, within the whole of each phase as approved by the Township. The stages are as follows:

- (i) Stage I services for purposes of this Agreement consist of all underground works including
 - a) all storm sewers;
 - b) conduits or pipes for electrical services;
 - c) all other utilities such as gas, telephone and cable TV under roadways service connections to the limit of the street allowance for each proposed building lot;
 - d) storm water management facilities including fencing; and
 - e) completion of grading
- (ii) Stage II services include all works up to and including
 - a) base asphalt;
 - b) placement of all required street signs and traffic control signs;
 - c) erection of a sign at least twelve (12) feet by eight (8) feet to be approved by the Township Engineer at each entrance to the subdivision from a public road, which shall depict the plan of subdivision;
 - d) erection of a sign at least three (3) feet by three (3) feet to be approved by the Township Engineer at each point of entry to the subdivision stating that the services including the streets have not been assumed by the Township, and that anyone using the services or streets does so at their own risk; and

- (iii) Stage III services involve the completion of the electrical distribution system, including street lighting, which shall be completed within six weeks of the date upon which Preliminary Acceptance is granted for Stage II works.
- (iv) Stage IV services include
 - a) surface course of asphalt;
 - b) all other services required by this Agreement.

32. Preliminary Acceptance will not be granted until the Subdivision Agreement has been executed and all of the requirements for Preliminary Acceptance pursuant to the Subdivision Agreement have been complied with. Construction of services beyond Stage I and II will not be permitted until the Subdivision Agreement has been executed.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals under the hands of their officers properly authorized in that behalf. Authorized by By-law # 2016-065

SIGNED, SEALED & DELIVERED

DEVELOPER

Randharr Investments Inc.

Per: _____ Date: _____
Randall Bye, President

I have authority to bind the Corporation

The Corporation of the Township of Southgate

Per: _____ Date: _____
Mayor John Woodbury

Per: _____ Date: _____
Clerk Lindsey Green

We have authority to bind the Corporation

SCHEDULE "A"

LEGAL DESCRIPTION OF THE LANDS

PIN # 37293-0140

**Part of Lots 2, 3 and 4
Concession 21
Former Township of Egremont
Township of Southgate
County of Grey**

SCHEDULE "B"

DRAWINGS & REPORTS

SUBDIVISION: Wilder Lake (263512 Township of Southgate Road 26)

List of Drawings

Developer: **Randharr Investments Inc.**

Internal Drawings

<u>Drawing #</u>	<u>Rev #</u>	<u>Date</u>	<u>Drawing Title</u>	<u>Firm Prepared By</u>
	5	Dec. 6, 2021.	Cover Page & Drawing List	GM BluePlan
		Dec. 6, 2021.	Wilder Lake Draft Plan of Subdivision	GM BluePlan
1	5	Dec. 6, 2021.	General Plan	GM BluePlan
2	5	Dec. 6, 2021.	Overall Plan	GM BluePlan
3	5	Dec. 6, 2021.	Surface Water Management Plan – North Portion	GM BluePlan
4	5	Dec. 6, 2021.	Surface Water Management Plan – South Portion	GM BluePlan
5	5	Dec. 6, 2021.	SWM Ponds	GM BluePlan
6	5	Dec. 6, 2021.	SWM Ponds Sections	GM BluePlan
7	5	Dec. 6, 2021.	Tree Retention & Landscaping Plan	GM BluePlan
8	5	Dec. 6, 2021.	Sediment & Erosion Control Plan	GM BluePlan
9	5	Dec. 6, 2021.	Plan and Profile of New Street Sta. 0+340 To 0+550	GM BluePlan
10	5	Dec. 6, 2021.	Plan and Profile of New Street Sta. 0+080 To 0+340	GM BluePlan
11	5	Dec. 6, 2021.	Plan and Profile of New Street Sta. 0+550 To 0+660	GM BluePlan
12	5	Dec. 6, 2021.	Plan and Profile of New Street Sta. 0+830 To 1+000	GM BluePlan
13	5	Dec. 6, 2021.	Plan and Profile of New Street Sta.	GM BluePlan

			0+660 To 0+830	
14	5	Dec. 6, 2021.	Plan and Profile of New Street Sta. 1+090 To 1+372	GM BluePlan
15	5	Dec. 6, 2021.	Plan and Profile of New Street Sta. 1+000 To 1+090	GM BluePlan
16	5	Dec. 6, 2021.	Details, Notes and Standards	GM BluePlan

List of Reports & Peer Review Response Materials

- Stormwater Management Report (Wilder Lake Subdivision) (GM BluePlan, November 2020);
- Hydrogeological Report and Site Servicing Study (GM BluePlan, October 2020)
- Environmental Impact Study (SAAR Environmental Ltd., December 2019)
- Planning Justification Report (Cuesta Planning Consultants Inc., January 2020)
- Peer Review Response Chart for Draft Plan Approval-Final (GM Blue Plan, February 2021)
- Peer Review comments for Draft Plan Approval-Final (R.J. Burnside, February 24, 2021)

SCHEDULE "C"

ESTIMATED CONSTRUCTION COSTS

See the following pages for Consulting Engineer's cost estimates.

PHASE 1 - HOMESTEAD SUBDIVISION COSTING

PROJECT: Wilder Lake Subdivision Costing - Phase 1 - REV# 3

LOCATION: 26512 Southgate Township Road, Durham, Ontario

OWNER: Randharr Investments Inc.

PREPARED BY: Harry Bye, P. Eng.

PREPARED IN REFERENCE TO: Civil Drawings Prepared By GM Blueplan Engineering,
Stamped Dec. 6, 2021 - Revision #5

	Unit	Unit Price	Cost
Piping and Structures	1	\$ 28,000.00	\$ 28,000.00
Equipment Time	1500 Hours	\$100/hr	\$ 150,000.00
Labour Time	2000 Hours	\$60/hr	\$ 120,000.00
Gravel	25000 tonnes	\$10/tonne	\$ 250,000.00
Pavement	800m	\$ 114/m	\$ 270,000.00
Topsoil	200 Loads	\$100/load	\$ 20,000.00
Hydro Services (see note 1 below)	1	\$145,500.00	\$ 238,500.00
Street Lighting	18	\$ 2,500	\$ 45,000.00
TOTAL:			\$ 1,121,500.00

Note 1: 5 Support Poles @ \$3,000 = \$15,000
18 Poles @ \$8,000 = \$159,000
= 159,000 x 1.5 (safety factor) =
\$ 238,500.00

Per:



Harry Bye, P. Eng.

Date: Feb. 7, 2022

Encl: Hydro One Approximate Costing Email.

SCHEDULE "D"
FORM OF SECURITY

Prior to commencing any work, the Developer shall give the Township a first Charge/Mortgage, in form and content satisfactory to the Township's Chief Administrative Officer, with the principal amount of one hundred percent (100%) of the estimated cost of the Works as set out in Schedule "C" and as approved by the Township Engineer or the Township's Chief Administrative Officer, registered on title to the following property:

PIN: 37293-0139 (LT)

Legal Description: E ½ LT 1 CON 21 EGREMONT; W ½ LT 2 CON 21 EGREMONT;
SOUTHGATE

Municipal Address: RR 4
Durham, ON N0C 1L0

The first Charge/Mortgage shall remain registered on title to the Property until the Township notifies the Developer in writing by registered mail that it elects to allow the first Charge/Mortgage to be discharged from title.

Upon receipt by the Developer of such notice, the Developer shall provide the Township with an In Preparation Discharge of the first Charge/Mortgage, in form and content satisfactory to the Township's Chief Administrative Officer, with an Acknowledgement and Direction addressed to the Developer's solicitor to register the Discharge on title to the Property.

Upon receipt of the In Preparation Discharge, if in form and content satisfactory to the Township's Chief Administrative Officer, the Acknowledgement and Direction shall be executed and returned to the Developer's solicitor for registration.



Staff Report HR2022-009

Title of Report: HR2022-009 COVID19 Updates and Vaccination Policies

Department: Human Resources

Council Date: March 16, 2022

Recommendation:

Be it resolved that Council receive staff report HR2022-009 for information; and

That Council approve revoking Policy 87: COVID-19 Vaccination Policy and Municipal By-law 2021-148; and

That Council approve revoking Policy 90: COVID-19 Vaccination Policy for Contractors and Municipal By-Law 2021-157.

Background:

On August 24, 2021, the Ontario government filed a regulation I. Reg 577/21 amending the Rules for Areas at Step 3 and at the Roadmap Exit Step with respect to the establishment and implementation of vaccination policies by businesses or organizations. The Medical Officer of Health and Chief Executive Officer of the Grey Bruce Health Unit highly recommended all businesses in Grey-Bruce to create and implement a COVID-19 Vaccination Policy at that time.

At the October 6, 2021 Council Meeting the following resolution was passed as amended:

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

Be it resolved that Council receive staff report CAO2021-065 as information; and

That Council approve Southgate Policy #87 COVID-19 Vaccination Policy as amended to remove all reference to Council's review of the vaccination policy decisions; and

That Council receive the Southgate COVID-19 Rapid Antigen Testing Protocol as presented as a temporary Standard Operating Procedure during the pandemic conditions as a supporting document to the Southgate COVID-19 Vaccination Policy; and

That Council consider approving the amended Southgate COVID-19 Vaccination Policy at the October 6, 2021 meeting by Municipal By-law 2021-148.

Carried No 2021-550

At the October 20, 2021 Council Meeting the following resolution was passed:

Moved By Councillor Rice **Seconded By** Councillor Frew

Be it resolved that Council received Staff Report HR2021-027 for information; and

That Council approve Policy #90 (Temporary) COVID-19 Vaccination Policy for Contractors as presented; and

That Council consider approval of the Policy #90 (Temporary) COVID-19 Vaccination for Contractors by Municipal By-Law 2021-157.

Carried No 2021-589

Staff Comments:

On February 25, 2022 Dr. Ian Arra, Medical Officer of Health & Chief Executive Officer with the Grey Bruce Public Health Unit sent a memo stating that non-high risk settings should continue to encourage and support vaccinations, but that he no longer recommends that all workplaces universally have a vaccination policy at this time. This memo can be found as Attachment #1.

Staff have reviewed the policies related to COVID-19 Vaccination and the advice of Dr. Ian Arra. It is staff's recommendation that Policy #87 and Policy #90 be revoked.

The Township will remain under the declared Emergency condition and operating protocols to safely manage the internal COVID infection risks we have experienced in the last 30 days. These protocols will be maintained under the Occupational Health and Safety Act, as well as the Emergency Management and Civil Protection Act. Staff will continue to take the following steps to ensure the Health and Safety of all staff and continuity of our services during winter operations:

- Continue Health & Safety protocol measures including regular cleaning, screening of staff (active or passive), masks and physical distancing.
- Our present employee cohort system where staff will continue to work in cohorts in order to limit potential spread of COVID-19 and maintain customer service and winter operations services.
- Regularly monitor and update all health and safety protocols in relation to COVID-19.

In consultation with the Municipal Emergency Control Group and in accordance with the Emergency Management and Civil Protection Act, the Township of Southgate will be keeping the Declaration of Emergency in place at this time. This will be reviewed regularly and staff anticipate this could be lifted within the next 30 days.

Financial Implications:

There are no financial implications associated with this report.

Communications & Community Action Plan Impact:

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

Concluding Comments:

1. Council receive this report as information.
2. Council approve revoking Policy #87 COVID-19 Vaccination Policy and associated Municipal By-Law.
3. Council approve revoking Policy #90 (Temporary) COVID-19 Vaccination Policy for Contractors and associated Municipal By-Law.

Respectfully Submitted,

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

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

Attachments:

Attachment #1: February 25, 2022 Memo from Dr. Ian Arra Re: Modified Recommendations on Workplace COVID-19 Vaccination Policies.

MEMORANDUM

TO: All Businesses in Grey and Bruce Counties

FROM: Dr. Ian Arra, Medical Officer of Health & Chief Executive Officer

DATE: February 25, 2022

RE: Modified Recommendations on Workplace COVID-19 Vaccination Policies

The arc of the COVID-19 pandemic emergency, provincial and local epidemiological indicators and the tremendous efforts Grey-Bruce communities and partners have invested in the response to the emergency locally all suggest we have reached the point where exceptional policy response should be phased out.

As such, we are modifying our recommendations to employers in Grey-Bruce related to vaccine policies, indicating the changing dynamics and noting the following:

- These recommendations were made in response to the Delta wave, when two-dose vaccination was much more effective against disease acquisition and transmission. With the Omicron wave, a third dose would be necessary to achieve some degree of protection against disease acquisition and transmission.
- Disease transmission is still high, but is steadily decreasing at least at this time. As the transmission decreases, the rationale for requiring (as opposed to encouraging) vaccination (especially two doses only) in non-high risk settings (excluding health care and congregate living settings from this discussion) also declines.
- With the province's removal of proof of vaccination requirements for patrons in non-essential service settings as of March 1, there would be incongruity for workplace policies in such settings continuing to require two-dose vaccination. Also, as the Chief Medical Officer of Health for Ontario, Dr. Moore, recently indicated, the [province is considering ending vaccination directives for high-risk settings](#), further lessening the rationale for such universal policies in non-high risk settings.
- **For non-high risk settings, it would be helpful to continue to encourage and support vaccination (moving to a third dose as being desirable), but that we would not be continuing to recommend that all workplaces universally have a vaccination policy at this time.**
- Important to note that in making their decision, workplaces should consider their risk of transmission and medical vulnerability of employees/clients, and also that they be aware that circumstances may change and, as such, our recommendations may also change (such as with a significant resurgence of the Omicron wave, or with a new VOC).

- It's important for employers to consult their legal counsel on composing their own policies. The Grey Bruce Health Unit does not provide legal opinion.

Dr. Ian Arra

Medical Officer of Health and Chief Executive Officer

To arrange to speak with Dr. Arra, please contact Denis Langlois at:

519-376-9420 or 1-800-263-3456 ext. 1315 or

communications@publichealthgreybruce.on.ca



Staff Report PL2022-014

Title of Report: PL2022-014-SP 1-22 LJ Martin Enterprises Inc.
Department: Clerks
Branch: Planning Services
Council Date: March 16, 2022

Recommendation:

Be it resolved that Council receive Staff Report PL2022-014 for information; and
That Council consider approval of By-law 2022-035 authorizing the entering into a Site Plan Amending Agreement.

Property Location: 712271 Southgate Sideroad 71



Background: The Zoning By-law was approved on March 26, 2014 by By-law 2014-18. A site plan application was received January 24th, 2022 and has been circulated for comments.

Comments were received from the County of Grey which state that provided positive comments are received from the Conservation Authority, the County has no further concerns with the proposed use.

Staff Comments: The Site Plan and Site Plan Agreement addresses a number of issues to mitigate potential conflicts with neighbouring land uses. The agreement attempts to mitigate concerns raised by similar rural uses and it includes the following:

1. Ensuring that in the event of a complaint all doors and windows will remain closed during operation.
2. Applying dust control measures at the Townships discretion.
3. Requiring a water reservoir be installed should the Township fire department deem it necessary.
4. Addressing tree planning for screening purposes.

The closest neighbouring residential lot is to the south of the shop approximately 140m away. A key map of the area has been provided for your review. The above provisions will ensure that surrounding land uses are minimally impacted by the proposed development. It is, therefore, the recommendation of Township staff to approve the Site Plan and authorize the Mayor and Clerk to sign the attached Site Plan Agreement.

Financial Implications: None.

Concluding Comments: Based on the above it is recommended that the Council receive this staff report for information and consider approval of By-law 2022-035 authorizing the Site Plan Amending Agreement.

Respectfully Submitted,

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



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

Attachments:

The Corporation of the Township of Southgate
By-law Number 2022-035

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 L J Martin Enterprises Inc and the Township of Southgate for the development of the lands described as Con 4, SWTSR Lot 227 Pt Lot 228 Proton, Township of Southgate is authorized. Such agreement being attached hereto as Schedule "A" and which forms a part of this by-law;
2. **That** the Mayor and Clerk are authorized to sign the Site Plan Agreement on behalf of the Council of the Corporation of the Township of Southgate in substantially the form as that set out in Schedule A;
3. **That** the Clerk is authorized and directed to cause notice of the Site Plan Agreement to be registered on the title to the said lands forthwith after it has been signed by all parties; and
4. **That** this By-law shall come into full force and effect upon the final passing hereof.

Read a first and second time this 16th day of March 2022.

Read a third time and finally passed this 16th 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_____, 2022

Between: L J Martin Enterprises Inc

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

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

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

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

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

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

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

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

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

SECTION 1 - LANDS TO BE BOUND

1. The lands to be bound by the terms and conditions of this Agreement (sometimes referred to as "the subject lands"), are located in the geographic Township of Proton, in the TOWNSHIP OF SOUTHGATE, and are more particularly described in Schedule "A".

SECTION II - COMPONENTS OF THE AGREEMENT

1. The text and the following Schedules, which are annexed hereto, constitute the components of this Agreement.

Schedule "A" - Legal Description of the Lands being developed.

Schedule "B" - Site Plan(s)

SECTION III - REGISTRATION OF AGREEMENT

1. This Agreement shall be registered on title to the said lands as provided for by Section 41(10) of the Planning Act, R.S.O., 1990, as amended, at the expense of the OWNERS;
2. The OWNERS agree that all documents required herein shall be submitted in a form suitable to the TOWNSHIP and suitable for registration, as required;
3. The PARTIES agree that this Agreement must be registered against the OWNERS' lands within thirty (30) days of the execution thereof by both parties.

SECTION IV - BUILDING PERMITS

1. The OWNERS agree to not request the Chief Building Official to issue any further building permits to carry out the development until this Agreement has been registered on title to the lands described in Schedule "A" attached hereto and a registered copy of same has been provided to the Township.
2. It is agreed that if the OWNERS fail to apply for any building permit or permits to implement this Agreement within 12 months from the date upon which such building permit would be available, then the TOWNSHIP, at its option has the right to terminate the said Agreement and require that a new Site Plan Agreement be submitted for approval and execution.

SECTION V - PROVISIONS

1. **THIS AGREEMENT** applies to works related to the entire subject lands and includes the exterior of existing buildings, new structures, drainage and servicing and entrance as required. Agricultural and residential uses are not applicable to this Site Plan Agreement in accordance with section 41 of the Planning Act and By-law 47-2007.

2. **THE OWNERS** further covenant and agree to develop the subject lands in accordance with the Site Plan being Schedule "B" attached hereto, and that no work will be performed on the subject lands except in conformity to all provisions of this Agreement.

3. **THE OWNERS** agree to carry out on the lands at the work, and to construct, install and maintain at its expense all of the services, works and facilities stipulated, described by words and numbers, and shown in and upon the following Plans, that is:

(i) Submitted Site Plan Drawings;

which Plan is hereinafter called "the Site Plan." Notwithstanding the generality of the foregoing the requirements under this agreement include all of the notes and printed text contained in and on the Plans making up the Site Plan.

4. **FURTHER DESCRIPTION OF WORK AND LOCATION OF SITE PLAN.** Without limiting the generality of the foregoing, all of the specifications and said requirements contained in the said Site Plan, which is on file at Southgate's Municipal Office, shall be adhered to and satisfied by the Owner to the satisfaction of Southgate.

5. **EXTERIOR FASCIA.** In order to mitigate possible noise impacts of the facility, the owner agrees that the Chief Building Official or By-law Enforcement Officer, may require, if complaints are received, that all doors and windows remain closed during operating hours.

6. **STORM DRAINAGE -- GENERAL.** Notwithstanding the foregoing, the Owner agrees that the storm drainage system on and for the lands shall be designed and constructed to the satisfaction of Southgate at the expense of the Owner.

7. **ENTRANCE.** The entrance to the property is from Southgate Sideroad 71. A Commercial Entrance permit is required and a paved apron between the edge of pavement and the property line is required at the expense of the owner.

8. **FIRE SUPPRESSION.** The owner agrees to install all necessary servicing and equipment on the property for fire fighting and fire suppression including if required a water reservoir, at the owners expense.

9. **SERVICING.** The owner is responsible for ensuring that a private well and sewage disposal system are in good working order to accommodate the shop and its employees.

10. **LANDSCAPED BUFFERING.** The owner agrees to install a landscaped screening buffer where outdoor storage areas are exercised, installed, or used, in accordance with the Township of Southgate Zoning By-law. This buffer must be maintained for the purposes of providing a visual barrier.

11. **OUTSIDE STORAGE.** Outside storage may only be located in the areas identified on the Site Plan. Stacking in the outside storage area is limited to a maximum height of 3m and in no case will it be higher than the eaves of the workshop.

12. **DUST CONTROL MEASURES.** The owner agrees to provide for dust control measures such as calcium and water, to mitigate impacts as required by the Township of Southgate. These measures will be required for those areas of the site not asphalted or seeded with grass.

13. **LIGHTING.** All exterior lighting must be dark sky compliant. It must be pointed downward and remain internal to the site in accordance with the Township of Southgate Standards.

14. **MOE CERTIFICATES OF APPROVAL (IF REQUIRED).** The Owner shall not commence any work on the lands or cause any work to be commenced on the said public highway until any Certificate of Approval required under the ***Environmental Protection Act*** and or the regulations made under it has been duly applied for by the Owner and a copy of the application has been filed with Southgate.

15. **POSTPONEMENT AND SUBORDINATION OF ENCUMBRANCES.** The Owner covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or those holding encumbrances as may be deemed necessary by Southgate to postpone and subordinate their interest in the lands to the interest of Southgate to the extent that this Agreement shall take effect and have priority as if it have been executed and registered prior to the execution and registration of any such mortgages or encumbrances.

16. **SOUTHGATE'S PROFESSIONAL FEES AND DISBURSEMENTS.** The Owner shall reimburse Southgate for all of its engineering and legal expenses (professional fees and disbursements) in connection with the development and implementation of this Agreement.

17. **WAIVER.** The failure of Southgate at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by Southgate of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. Southgate shall specifically retain its rights at law to enforce this Agreement.

18. **NO CHALLENGE TO THE AGREEMENT.** The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the parties' right

to enter into and force this Agreement. The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provisions in Section 41 of the Planning Act interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.

19. **ENFORCEMENT.** The Owner acknowledges that Southgate, in addition to any other remedy it may have at law, may also be entitled to enforce this Agreement in accordance with Section 446 of the **Municipal Act, 2001** as amended.

20. **MEDIATION.** Without affecting Southgate's statutory right under subsection 41(11) of the said **Planning Act** to, at its complete discretion, invoke the provisions of Section 446 of the **Municipal Act, 2001** as amended regarding any applicable requirement herein in which case this paragraph shall be inoperative and inapplicable, in the event that a dispute relating to this Agreement or its implementation arises that cannot be resolved by negotiation between the parties, the parties agree to use the services of a mediator to attempt to resolve their differences and failing agreement on the procedure to be followed, it shall be conducted in accordance with the rules of procedure for the conduct of mediations of the ADR Institute of Ontario Inc. or its successor body.

21. **REGISTRATION.** The Owner consents to the registration of this Agreement or Notice of this Agreement by Southgate on the title to the lands.

22. **ENUREMENT CLAUSE.** The covenants, agreements, stipulations, declarations, and provisions contained herein shall run with the lands and shall be binding upon the Owner and its successors and assigns and the benefit thereof shall enure to Southgate and its successors and assigns.

SECTION VI - BINDING PARTIES, ALTERATION, AMENDMENT, EFFECT, NOTICE, PENALTY

1. This Agreement may only be amended or varied by a written document of equal formality herewith duly executed by the parties hereto and registered against the title to the subject lands.

2. The OWNER further agrees to complete the items detailed on Schedule "B" within three (3) years of the date of registration of this Agreement.

3. Following completion of the works, the OWNER shall maintain to the satisfaction of the TOWNSHIP, and at the sole expense of the OWNER, all the facilities or works described in Schedule "B".

4. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of each of the PARTIES hereto.

5. The Agreement shall come into effect on the date of execution by the TOWNSHIP.

6. The OWNER acknowledges that this Agreement is entered into under the provisions of Section 41(7)(c) of the Planning Act, R.S.O., 1990, as amended.

7. Any notice required to be given pursuant to the terms hereto shall be in writing and mailed or delivered to the other at the following address:

To the OWNER: L J Martin Enterprises
712271 Southgate SDR 71
Dundalk, ON

NOC 1L0

To the TOWNSHIP: Clerk
Township of Southgate
185667 Grey Rd 9, R.R. 1,
Dundalk, ON
NOC 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 2022-035

SIGNED, SEALED AND
DELIVERED

in the presence of:

Witness

Witness

) **L J MARTIN ENTERPRISES INC**

) Per: _____

) Name:

) Date: _____

) Per: _____

) Name:

) Date: _____

) **THE CORPORATION OF THE
TOWNSHIP OF SOUTHGATE**

) Per: _____

) John Woodbury, Mayor

) Per: _____

) Lindsey Green, Clerk

) Date: _____

) We have authority to bind the corporation

Schedule "A"

THE LAND

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

Concession 4, SWTSR Lot 227 and PT Lot 228, Geographic Township of Proton, Township of Southgate alternatively described as 712271 Southgate Sideroad 71.

Schedule "B"

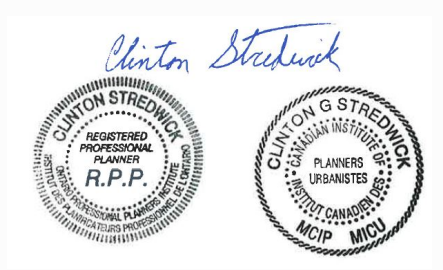
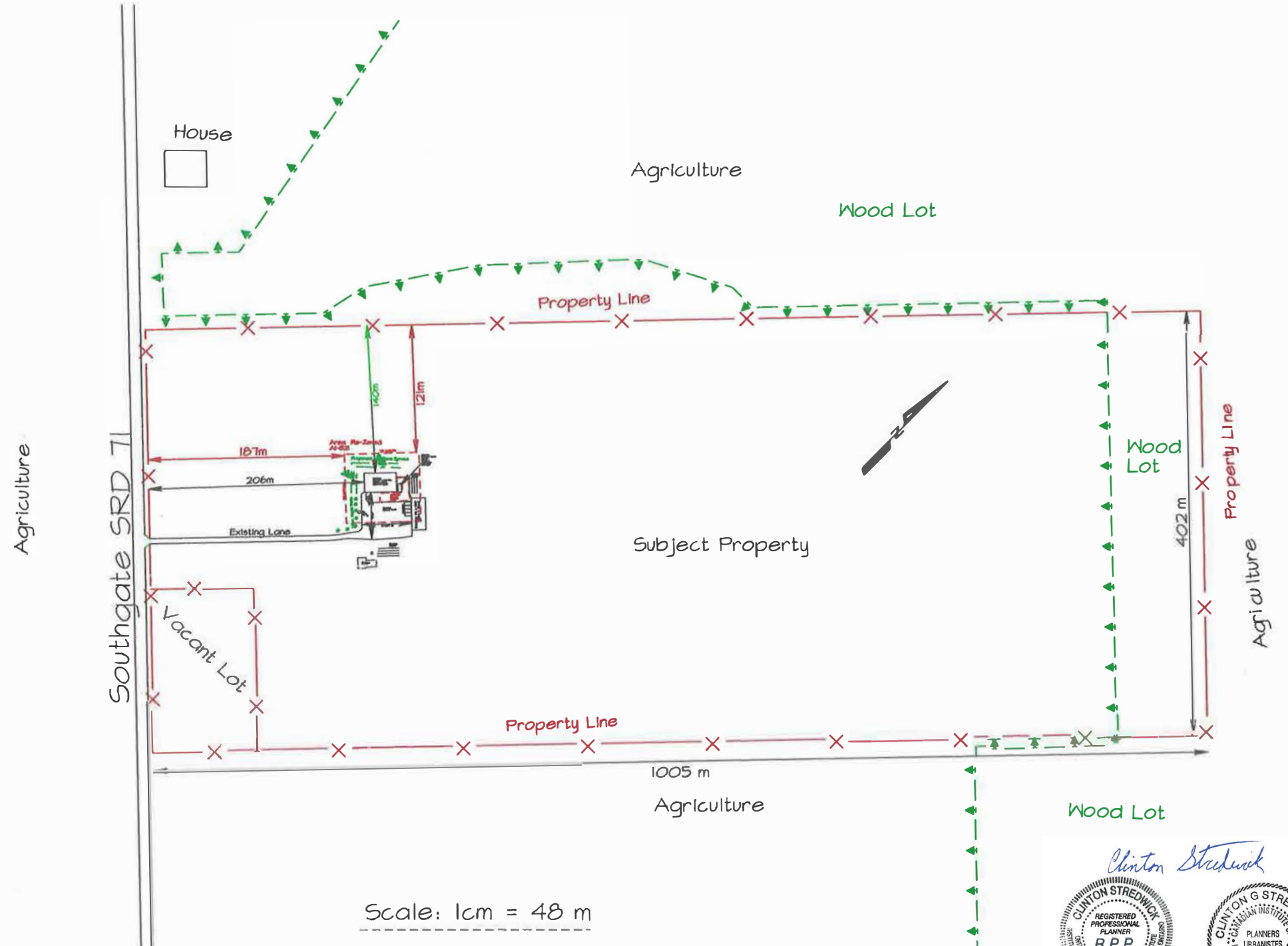
SITE PLANS

Drawing #1. Dated March 16th, 2022 and signed by the planner

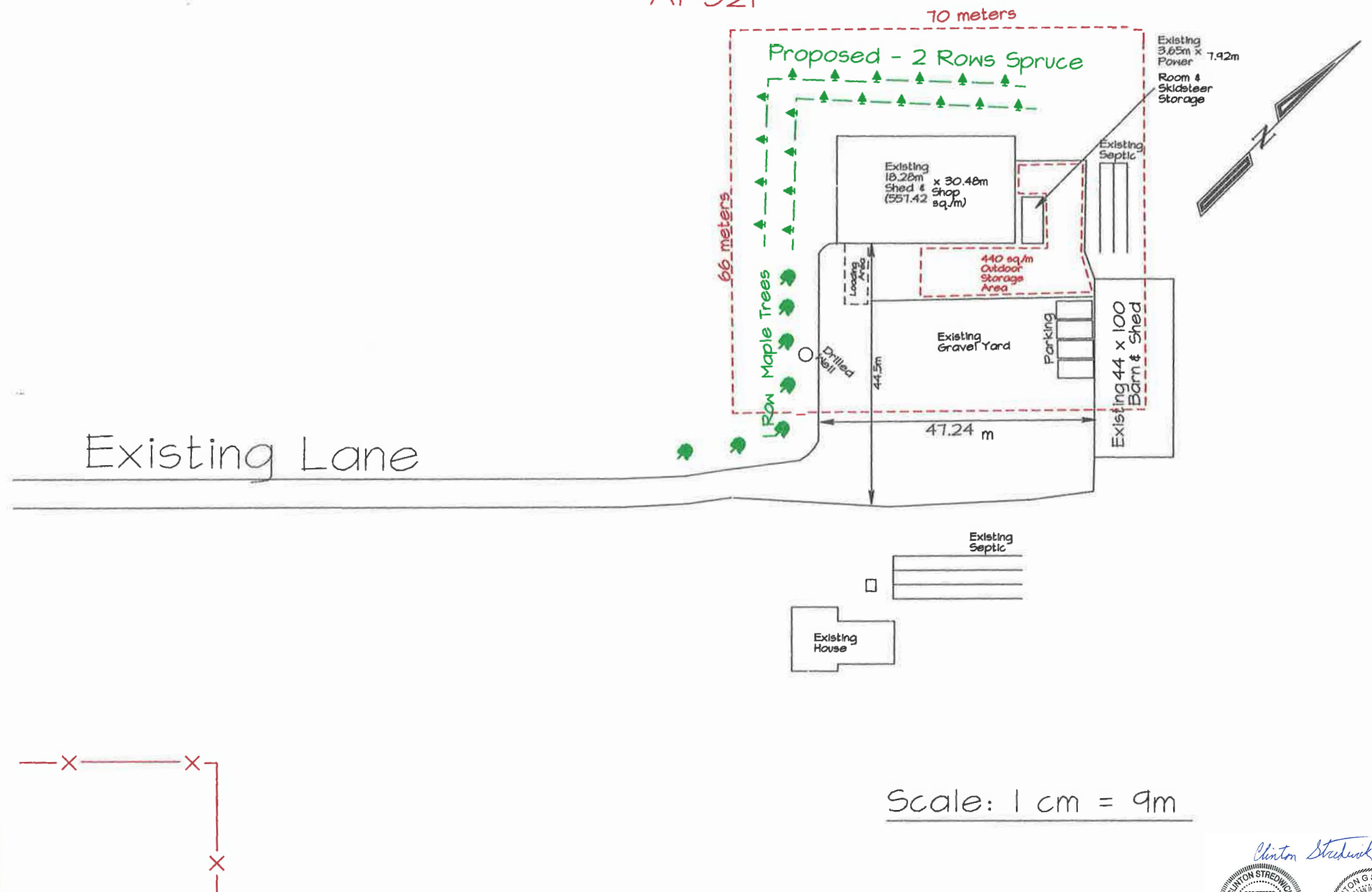
Drawing #2. Dated March 16th, 2022 and signed by the planner

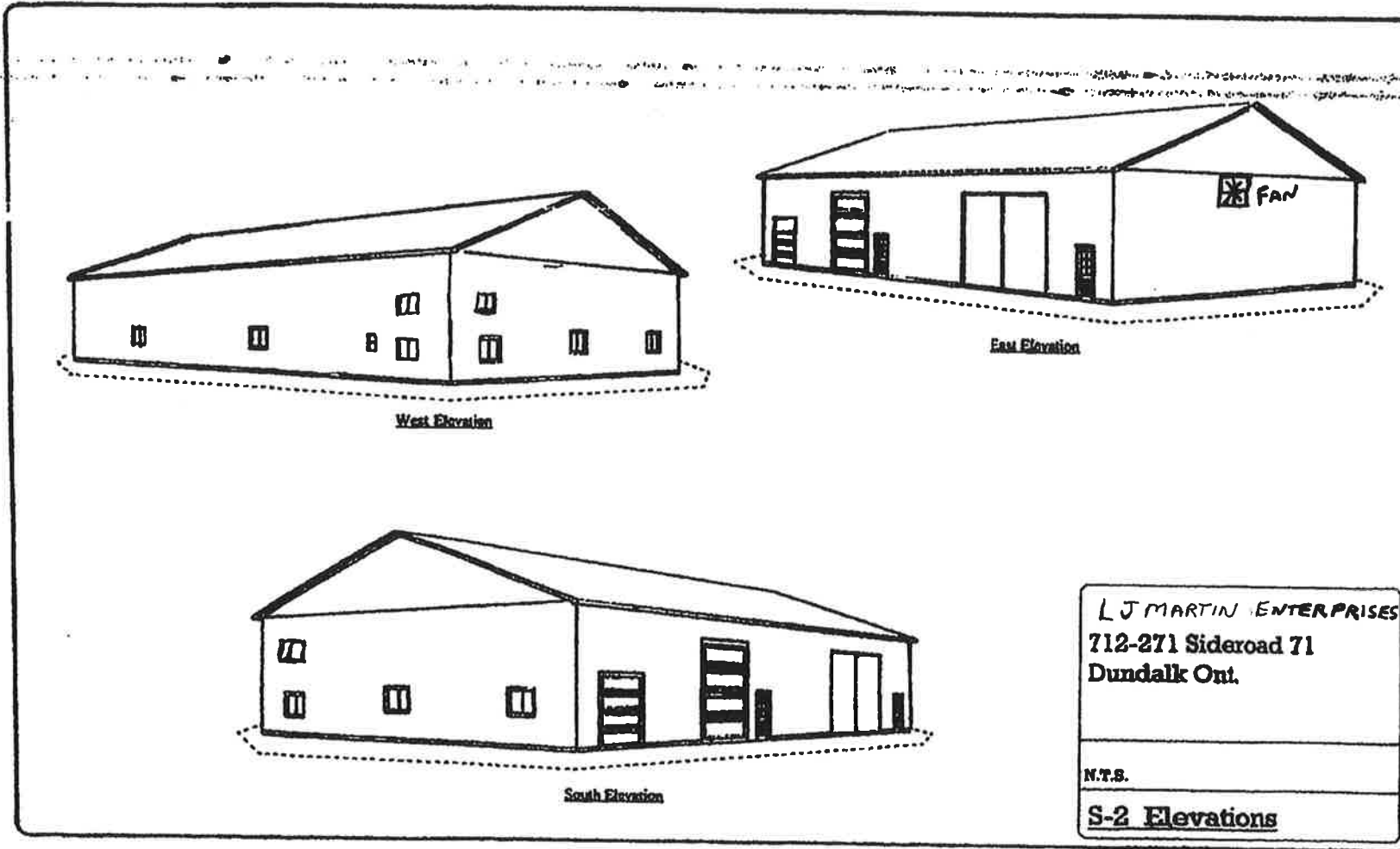
Drawing #3. Dated March 16th, 2022 and signed by the planner

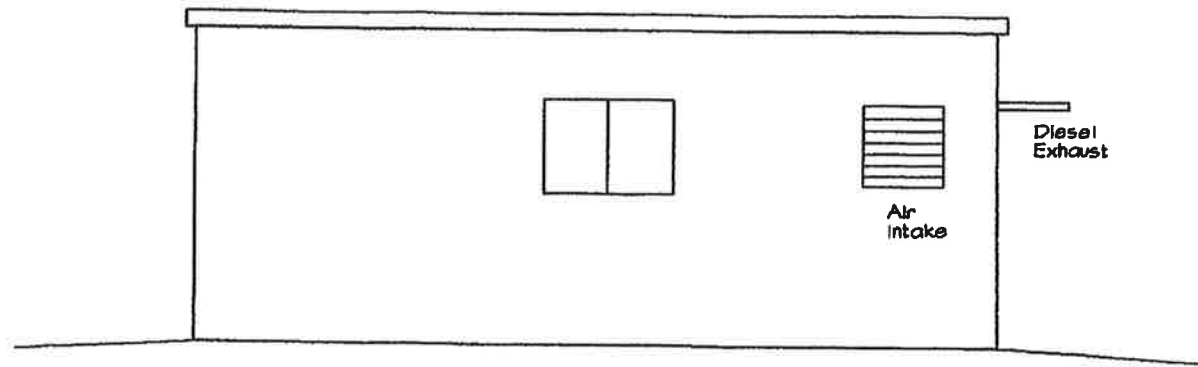
Drawing #4. Dated March 16th, 2022 and signed by the planner



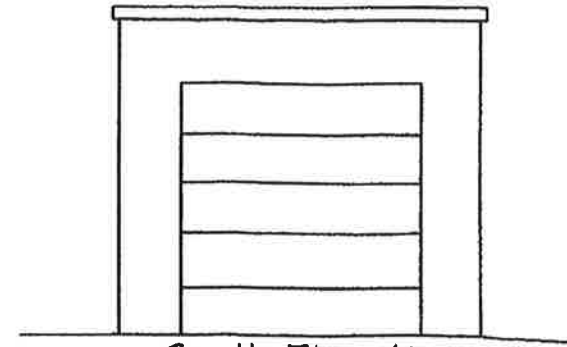
Area Re-Zoned
AI-321



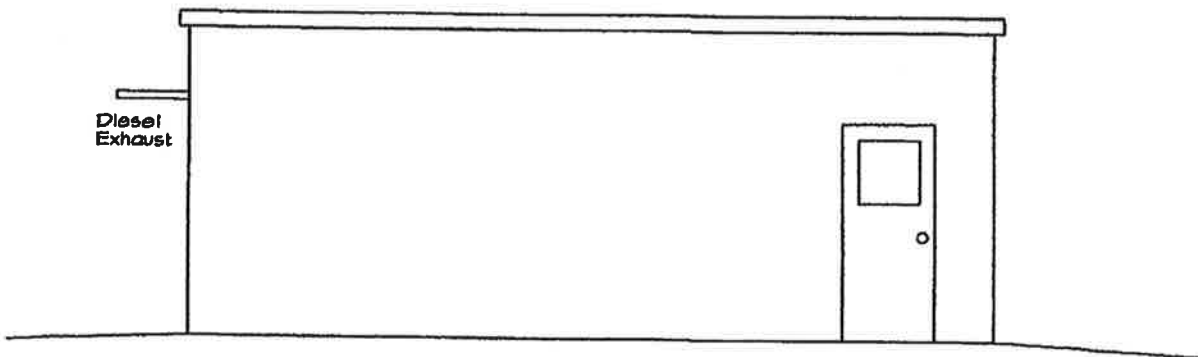




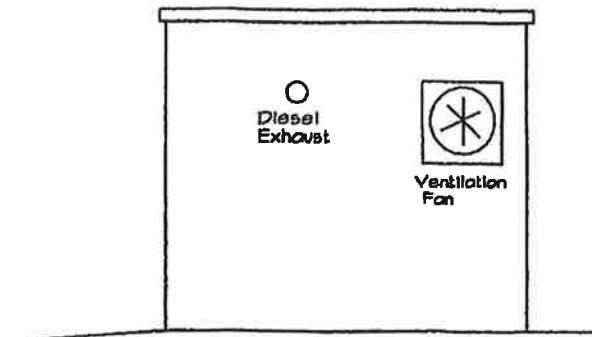
East Elevation



South Elevation
(Facing Yard)



West Elevation
(Facing Shop)



North Elevation

Clinton Stredwick





Staff Report PL2022-015

Title of Report: PL2022-015-SP 24-21 Egremont School
Department: Clerks
Branch: Planning Services
Council Date: March 16, 2022

Recommendation:

Be it resolved that Council receive Staff Report PL2022-015 for information; and
That Council consider approval of By-law 2022-034 authorizing the entering into a Site Plan Amending Agreement.

Property Location: 392141 Grey Road 109



Background:

The application proposes to develop a new daycare (549m²), as well as a new parking area and outdoor play area for daycare children. As part of the proposal, a new septic system would be added to the site and the existing septic system is proposed to be decommissioned. A stormwater management report, Wastewater Treatment Report has been submitted with the application.

The zoning for the property is Community Facility (CF) which permits a school and daycare facility.

The application has been circulated and comments have been received. The comments include:

The County indicates that provided drainage concerns are addressed, and the 5.18m road widening is transferred to the County, the County has no further comments on the subject application.

Enbridge Gas Inc, notes that they do have service lines running within the area which may or may not be affected by the proposed Site Plan. Should the proposed site plan impact these services, it may be necessary to terminate the gas service and relocate the line according to the new property boundaries. Any Service relocation required would be at the cost of the property owner.

The fire department requires a designated fire lane that allows unobstructed access to the dry hydrant within 8 feet of the dry hydrant. The fire reservoir hose connection must be 0.76m (30") above grade measured from the designated fire lane if there are any differences in grade from the fire lane and location of the fire reservoir. Any height above 0.76m (30") will not allow for an adequate draft from fire apparatus. Before occupancy is granted the fire safety plan must be updated to reflect the changes and approved by the Chief Fire Official.

Hydro One has no concerns or objections

The Saugeen Ojibway Nation's Environment Office does not have the resources to engage in consultation on this project. We have no further comments on this project. If at any point anything of archeological interest is revealed on site, please contact the SON Environment Office immediately.

SVCA staff indicate that the application is consistent with the Natural Hazard and Natural Heritage Policies of the PPS, 2020 and the Township of Southgate Official Plan.

Triton Engineering also provided technical comments on the plans which have been addressed by the applicant.

Staff Comments: All of the above comments have been addressed by the applicant or included in the site plan agreement. The Site Plan and Site Plan Agreement addresses a number of issues to mitigate potential conflicts with respect to traffic congestion and servicing. The agreement has specific provisions addressing the following:

1. Ensuring that all necessary fire fighting and fire suppression matters are addressed.
2. Requiring that the 5.18m road widening be deeded to the County of Grey.

3. Requiring a water reservoir be installed should the Township fire department deem it necessary.
4. Addressing parking and fire route issues.
5. Stormwater management and wastewater servicing.

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 and the development can be sustained over the long term. It is, therefore, the recommendation of Township staff to approve the Site Plan and authorize the Mayor and Clerk to sign the attached Site Plan Agreement.

Financial Implications: None.

Concluding Comments: Based on the above it is recommended that the Council receive this staff report for information and consider approval of By-law 2022-034 authorizing the Site Plan Amending Agreement.

Respectfully Submitted,

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



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

Attachments:

The Corporation of the Township of Southgate
By-law Number 2022-034

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 Bluewater District School Board and the Township of Southgate for the development of the lands described as Con 3 W, Pt Lot 37 Township of Southgate is authorized. Such agreement being attached hereto as Schedule "A" and which forms a part of this by-law;
2. **That** the Mayor and Clerk are authorized to sign the Site Plan Agreement on behalf of the Council of the Corporation of the Township of Southgate in substantially the form as that set out in Schedule A;
3. **That** the Clerk is authorized and directed to cause notice of the Site Plan Agreement to be registered on the title to the said lands forthwith after it has been signed by all parties; and
4. **That** this By-law shall come into full force and effect upon the final passing hereof.

Read a first and second time this 16th day of March 2022.

Read a third time and finally passed this 16th 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_____, 2022

Between: Bluewater District School Board

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

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

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

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

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

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

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

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

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

SECTION 1 - LANDS TO BE BOUND

1. The lands to be bound by the terms and conditions of this Agreement (sometimes referred to as "the subject lands"), are located in the geographic Township of Egremont, in the TOWNSHIP OF SOUTHGATE, and are more particularly described in Schedule "A".

SECTION II - COMPONENTS OF THE AGREEMENT

1. The text and the following Schedules, which are annexed hereto, constitute the components of this Agreement.

Schedule "A" - Legal Description of the Lands being developed.

Schedule "B" - Site Plan(s)

SECTION III - REGISTRATION OF AGREEMENT

1. This Agreement shall be registered on title to the said lands as provided for by Section 41(10) of the Planning Act, R.S.O., 1990, as amended, at the expense of the OWNERS;
2. The OWNERS agree that all documents required herein shall be submitted in a form suitable to the TOWNSHIP and suitable for registration, as required;
3. The PARTIES agree that this Agreement must be registered against the OWNERS' lands within thirty (30) days of the execution thereof by both parties.

SECTION IV - BUILDING PERMITS

1. The OWNERS agree to not request the Chief Building Official to issue any further building permits to carry out the development until this Agreement has been registered on title to the lands described in Schedule "A" attached hereto and a registered copy of same has been provided to the Township.
2. It is agreed that if the OWNERS fail to apply for any building permit or permits to implement this Agreement within 12 months from the date upon which such building permit would be available, then the TOWNSHIP, at its option has the right to terminate the said Agreement and require that a new Site Plan Agreement be submitted for approval and execution.

SECTION V - PROVISIONS

1. **THIS AGREEMENT** applies to works related to the entire subject lands and includes the exterior of existing buildings, new structures, drainage and servicing and entrance as required. Agricultural and residential uses are not applicable to this Site Plan Agreement in accordance with section 41 of the Planning Act and By-law 47-2007.

2. **THE OWNERS** further covenant and agree to develop the subject lands in accordance with the Site Plan being Schedule "B" attached hereto, and that no work will be performed on the subject lands except in conformity to all provisions of this Agreement.

3. **THE OWNERS** agree to carry out on the lands at the work, and to construct, install and maintain at its expense all of the services, works and facilities stipulated, described by words and numbers, and shown in and upon the following Plans, that is:

(i) Submitted Site Plan Drawings;

which Plan is hereinafter called "the Site Plan." Notwithstanding the generality of the foregoing the requirements under this agreement include all of the notes and printed text contained in and on the Plans making up the Site Plan.

4. **FURTHER DESCRIPTION OF WORK AND LOCATION OF SITE PLAN.** Without limiting the generality of the foregoing, all of the specifications and said requirements contained in the said Site Plan, which is on file at Southgate's Municipal Office, shall be adhered to and satisfied by the Owner to the satisfaction of Southgate.

5. **EXTERIOR FASCIA.** The owner agrees to construct all building and structures in accordance with the approved plans identified in Schedule B.

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 and FRONTAGE.** The entrance to the property is from Grey Road 109. The County of Grey requires that Pt 22 of Plan 17R-306 be conveyed to the County of Grey for Road widening purposes.

8. **FIRE SUPPRESSION.** The owner agrees to install all necessary servicing and equipment on the property for fire fighting and fire suppression including if required a water reservoir, at the owners expense.

9. **SERVICING.** The owner is responsible for ensuring that a private well and sewage disposal system are in good working order to accommodate the school and daycare facility and its employees.

10. **LANDSCAPED BUFFERING.** No landscaped buffer is required.

11. **OUTSIDE STORAGE.** Outside storage may only be located in areas identified on the Site Plan if applicable. Stacking in the outside storage area is limited to a maximum height of 3m.

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. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. REGISTRATION. The Owner consents to the registration of this Agreement or Notice of this Agreement by Southgate on the title to the lands.

21. 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: Bluewater District School Board
 PO Box 190
 Chesley, ON
 N0G 1L0

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 2022-034

SIGNED, SEALED AND
DELIVERED

in the presence of:

Witness

Witness

) **BLUEWATER DISTRICT SCHOOL BOARD**

)

)

)

)

)

)

)

) Per: _____

) Name:

) Date: _____

)

)

) Per: _____

) Name:

) Date: _____

)

)

)

) **THE CORPORATION OF THE
TOWNSHIP OF SOUTHGATE**

)

)

) Per: _____

)

)

)

) Per: _____

)

)

) Date: _____

)

) We have authority to bind the corporation

)

)

Schedule "A"

THE LAND

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

**Concession 3, Pt Lot 37, Geographic Township of
Egremont, Township of Southgate alternatively described
as 392141 Grey Road 109.**

Schedule "B"

SITE PLANS

Drawing #1. Dated March 16th, 2022 and signed by the planner

Drawing #2. Dated March 16th, 2022 and signed by the planner

Drawing #3. Dated March 16th, 2022 and signed by the planner

Drawing #4. Dated March 16th, 2022 and signed by the planner

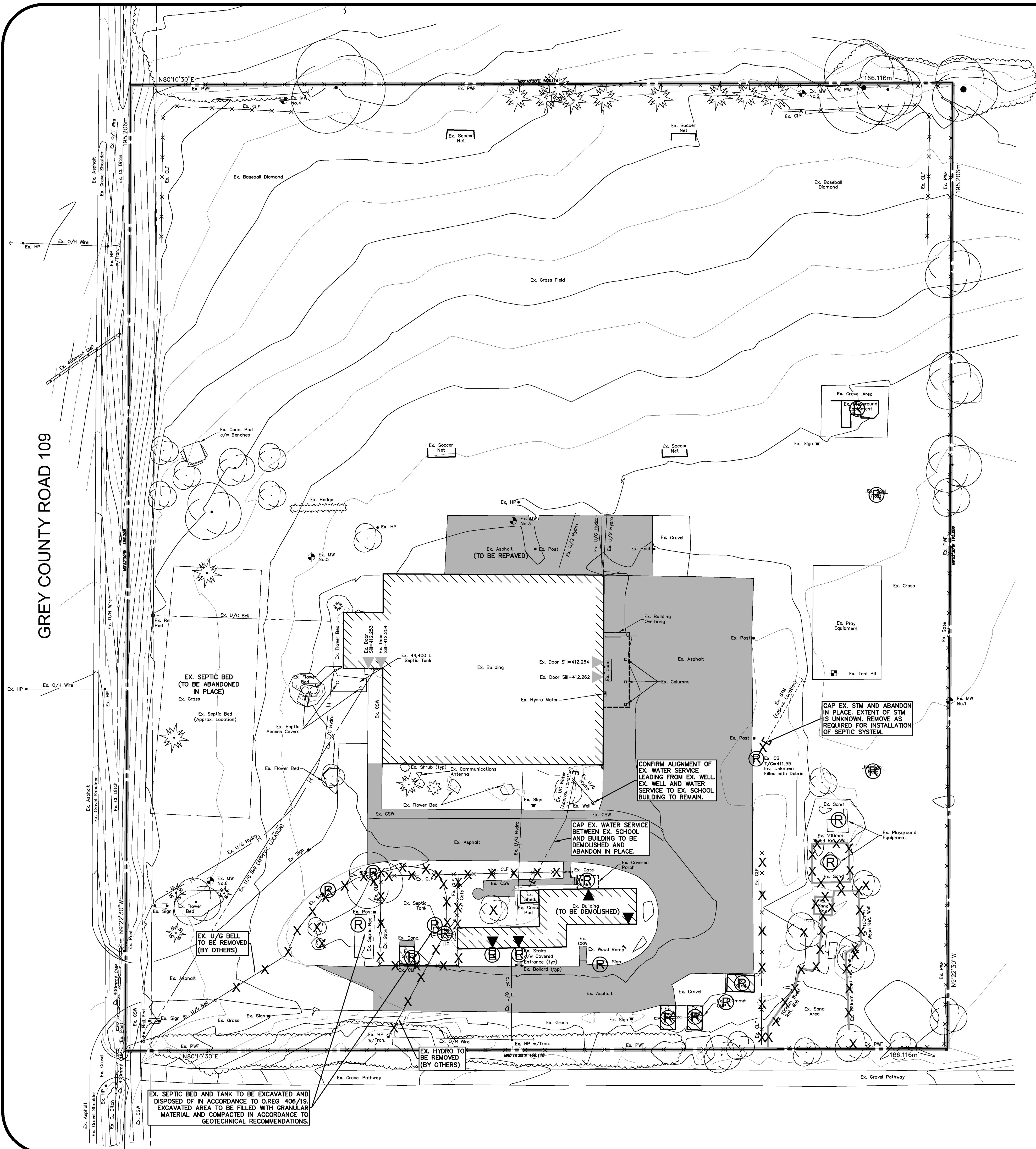
Drawing #5. Dated March 16th, 2022 and signed by the planner

Drawing #6. Dated March 16th, 2022 and signed by the planner

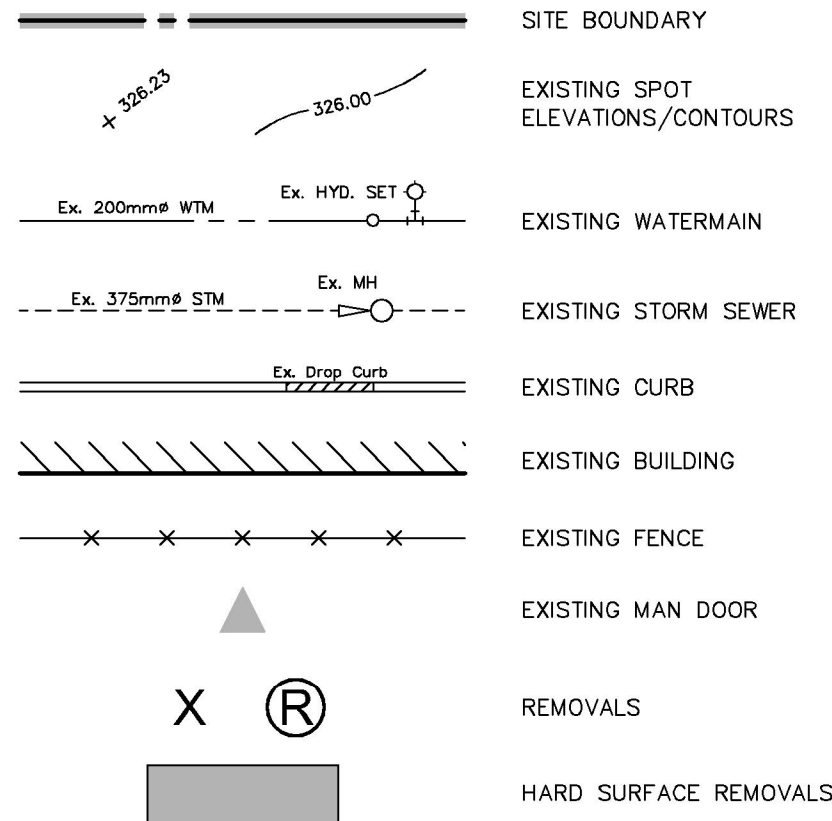
Drawing #7. Dated March 16th, 2022 and signed by the planner

Drawing #8. Dated March 16th, 2022 and signed by the planner

Drawing #9. Dated March 16th, 2022 and signed by the planner



LEGEND OF EXISTING FEATURES



TOWNSHIP OF
SOUTHGATE



GEODETIC BM **ELEV. = 402.137m**
HOLSTEIN CONCRETE HIGHWAY BRIDGE OVER BEAUTY SAUGEEN
RIVER IN VILLAGE, TABLET IN N. FACE OF S. CONCRETE
RETAINING WALL AT E. SIDE OF BRIDGE, 4.02m FROM E. EDGE
OF BRIDGE, 1.16m BELOW TOP OF RETAINING WALL.

SITE BENCHMARK SEE ABOVE. ELEV. = N/A

NOTE TO CONTRACTOR :

DO NOT SCALE DRAWINGS

CONTRACTORS MUST CHECK AND VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES TO THE ENGINEER BEFORE PROCEEDING WITH THE WORK.

ALL DRAWINGS REMAIN THE PROPERTY OF THE ENGINEER
AND SHALL NOT BE REPRODUCED OR REUSED WITHOUT THE
ENGINEER'S WRITTEN PERMISSION.

THE OWNER/ARCHITECT/CONTRACTOR IS ADVISED THAT
M.T.E. CONSULTANTS INC. CANNOT CERTIFY ANY COMPONENT
OF THE SITE WORKS NOT INSPECTED DURING CONSTRUCTION.
IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO
NOTIFY M.T.E. CONSULTANTS INC. PRIOR TO COMMENCEMENT
OF CONSTRUCTION TO ARRANGE FOR INSPECTION.

NOTE:

1. PROPERTY—LINE IS APPROXIMATE ONLY.

2. PLAN TO BE READ IN CONJUNCTION WITH C1.1, C2.1, C2.2, C2.3 AND SWM REPORT.

7.			
6.			
5.			
4.	RE-ISSUED FOR SPA	AXT	2022-01-14
3.	ISSUED FOR PERMIT	AXT	2021-12-15
2.	ISSUED FOR SPA	COM	2021-11-12
1.	ISSUED FOR INFORMATION	LXS	2018-09-10
0.	R E V I S I O N	BY	YYYY-MM-DD



Engineers, Scientists, Surveyors

(519) 743-6500

www.mte85.com



CLIENT

SRM ARCHITECTS INC.

279 KING STREET WEST SUITE 200

KITCHENER

WILMINGTON COMMUNITY SCHOOL NEW CHILDCARE FACILITY

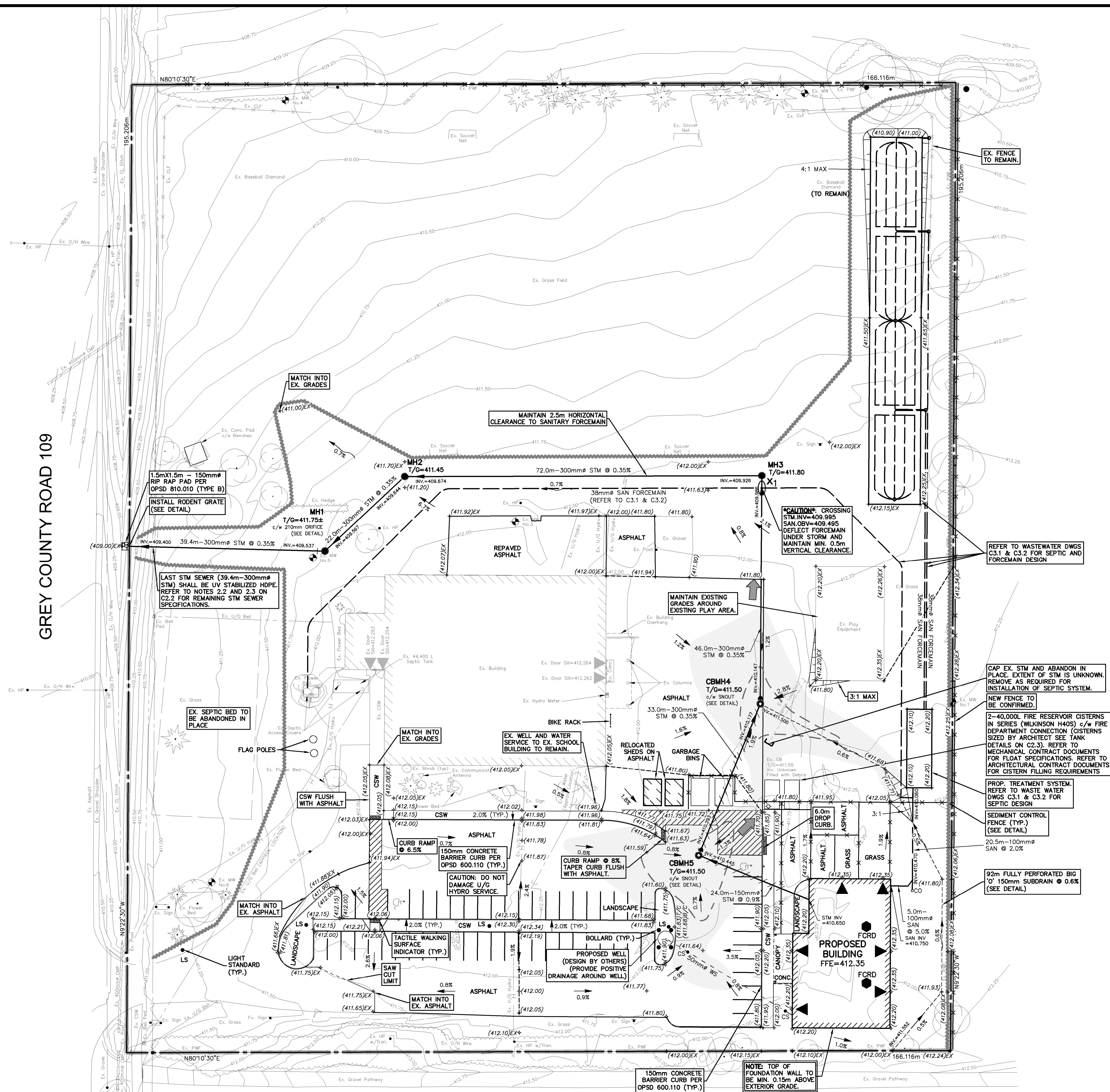
GREY ROAD 109

LSTEIN; SOUTHGATE

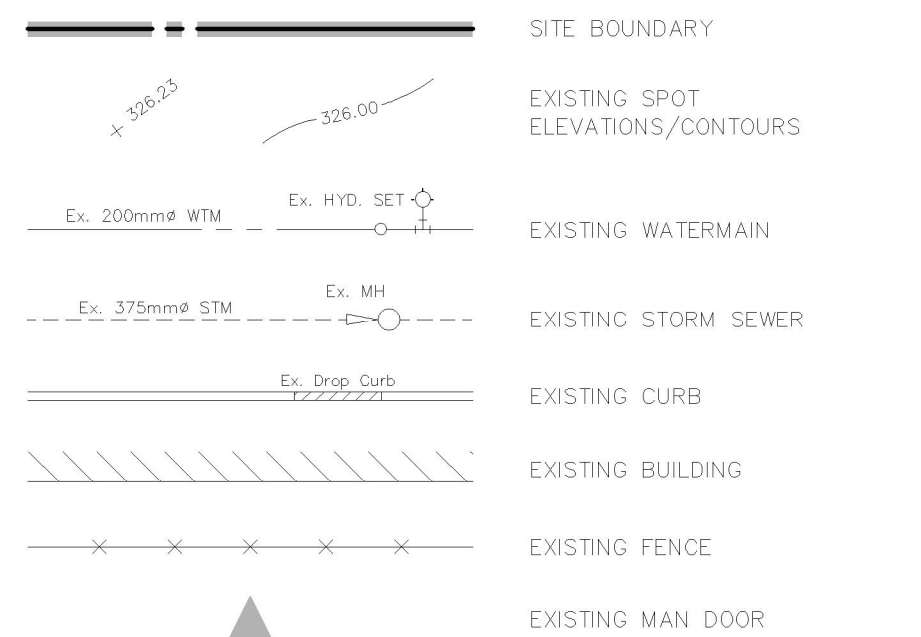
EXISTING CONDITIONS AND REMOVALS PLAN

Project Manager A.TCHOUMATCHEV	Project No. 44550-100
Design By CXM	Checked By LEI
Drawn By BDT/GLC	Checked By CXM/AXT
Surveyed By MTE/OLS	Drawing No. C1.1
Date Aug.27/18	
Scale 1:400	
	Sheet 1 of 4

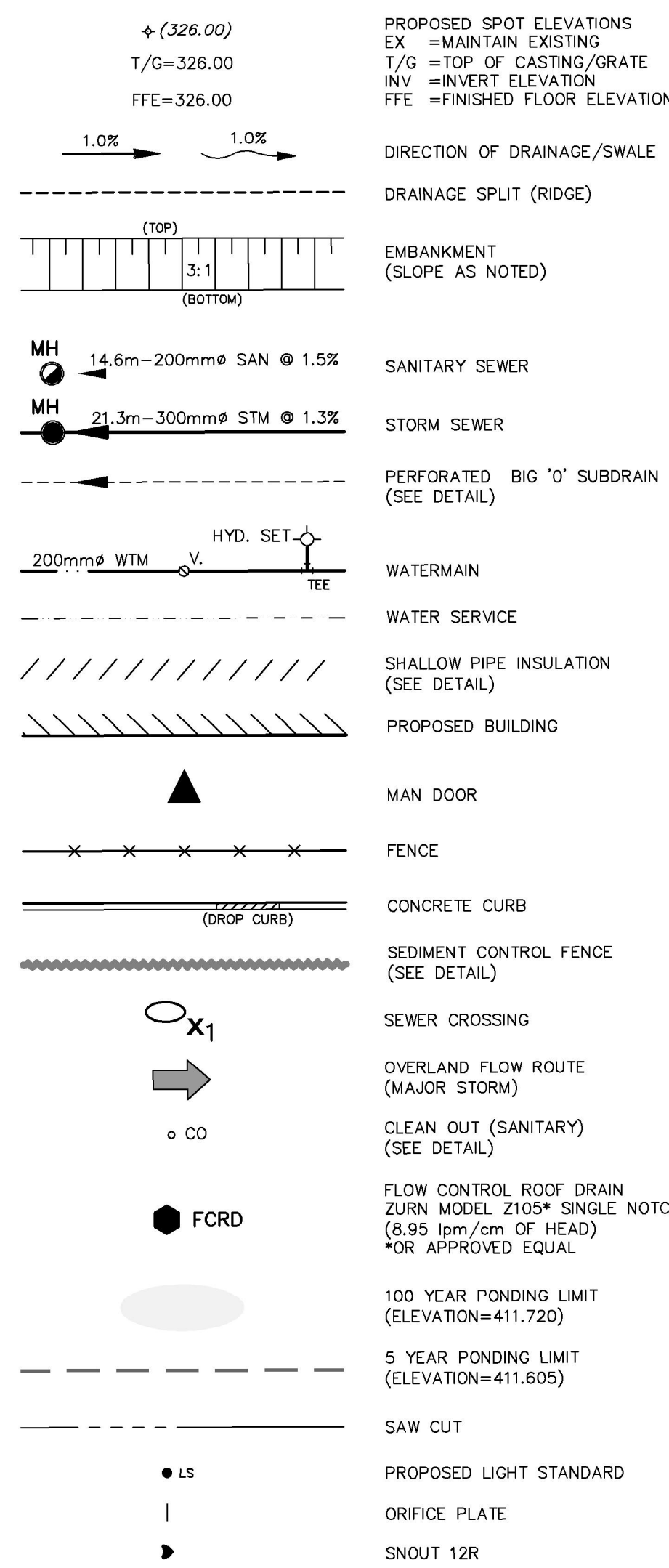
Drawing #1 Dated March 16, 2022



LEGEND OF EXISTING FEATURES

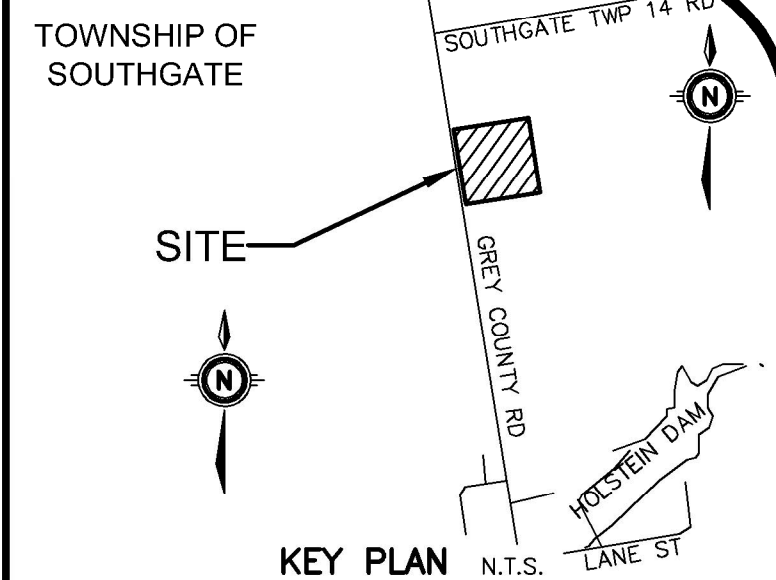


LEGEND OF PROPOSED FEATURES



Clinton Stedwick
REGISTERED PROFESSIONAL PLANNER
R.P.P.
CLINTON G. STEDWICK
REGISTERED PROFESSIONAL PLANNER
PLANNERS & URBANISTS
M.O.P. M.C.U.

Drawing #2 Dated March 16, 2022



GEODETIC BM ELEV. = 402.137m
HOLSTEIN CONCRETE HIGHWAY BRIDGE OVER BEAUTY SAUGLEEN RIVER IN VILLAGE, TABLET IN N. FACE OF S. CONCRETE RETAINING WALL AT E. SIDE OF BRIDGE, 4.02m FROM E. EDGE OF BRIDGE, 1.16m BELOW TOP OF RETAINING WALL.

SITE BENCHMARK ELEV. = N/A
SEE ABOVE.

NOTE TO CONTRACTOR :
DO NOT SCALE DRAWINGS.

CONTRACTORS MUST CHECK AND VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES TO THE ENGINEER BEFORE PROCEEDING WITH THE WORK.

ALL DRAWINGS REMAIN THE PROPERTY OF THE ENGINEER AND SHALL NOT BE REPRODUCED OR REUSED WITHOUT THE ENGINEER'S WRITTEN PERMISSION.

THE OWNER/ARCHITECT/CONTRACTOR IS ADVISED THAT M.T.E. CONSULTANTS INC. CANNOT CERTIFY ANY COMPONENT OF THE SITE WORKS NOT INSPECTED DURING CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO NOTIFY M.T.E. CONSULTANTS INC. PRIOR TO COMMENCEMENT OF CONSTRUCTION TO ARRANGE FOR INSPECTION.

- NOTE:**
- PROPERTY-LINE IS APPROXIMATE ONLY.
 - PLAN TO BE READ IN CONJUNCTION WITH C1, C2.1, C2.2, C2.3 AND SWM REPORT.

8.			
7.			
6.			
5.			
4.	RE-ISSUED FOR SPA	AXT	2022-01-14
3.	ISSUED FOR PERMIT	AXT	2021-12-15
2.	ISSUED FOR SPA	COM	2021-11-12
1.	ISSUED FOR INFORMATION	LKS	2018-09-10
No. REVISION		BY	YYYY-MM-DD



Engineers, Scientists, Surveyors

(519) 743-6500

www.mte85.com



CLIENT
SRM ARCHITECTS INC.
279 KING STREET WEST SUITE 200 KITCHENER
PROJECT
**EGREMONT COMMUNITY SCHOOL
NEW CHILDCARE FACILITY**
GREY ROAD 109 HOLSTEIN, SOUTHGATE

SITE GRADING, SERVICING AND SWM PLAN

Project Manager A.TCHOUMATCHEV	Project No. 44550-100
Design By CXM	Checked By LEI
Drawn By AXB/GLC	Checked By CXM/AXT
Surveyed By MTE/OLS	Drawing No. C2.1
Date Oct.03/18	Sheet 2 of 4
Scale 1:400	

CONSTRUCTION NOTES AND SPECIFICATIONS**1. GENERAL**

- 1.1. THESE PLANS ARE NOT FOR CONSTRUCTION UNTIL SIGNED AND SEALED BY ENGINEER AND APPROVED BY THE LOCAL MUNICIPALITY.
- 1.2. THESE PLANS ARE TO BE USED FOR SERVING AND GRADING ONLY. ANY OTHER INFORMATION SHOWN IS FOR INFORMATION PURPOSES ONLY. THESE PLANS MUST NOT BE USED TO SITE THE PROPOSED BUILDING.
- 1.3. NO CHANGES ARE TO BE MADE WITHOUT THE APPROVAL OF THE DESIGN ENGINEER.
- 1.4. THESE PLANS ARE NOT TO BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE PERMISSION OF MTE CONSULTANTS INC.
- 1.5. PRIOR TO CONSTRUCTION, THE CONTRACTOR MUST:
 - 1.5.1. CHECK AND VERIFY ALL EXISTING CONDITIONS, LOCATIONS AND ELEVATIONS WHICH INCLUDES BUT IS NOT LIMITED TO THE BENCHMARK ELEVATIONS, EXISTING SERVICE CONNECTIONS AND EXISTING INVERTS. REPORT ALL DISCREPANCIES TO THE ENGINEER PRIOR TO PROCEEDING.
 - 1.5.2. OBTAIN ALL UTILITY LOCATES AND REQUIRED PERMITS AND LICENSES.
 - 1.5.3. VERIFY THAT THE FINISHED FLOOR ELEVATIONS AND BASEMENT FLOOR ELEVATIONS (WHICH MAY APPEAR ON THIS PLAN) COMPLY WITH THE FINAL ARCHITECTURAL DRAWINGS.
 - 1.5.4. CONFIRM ALL DRAWINGS USED FOR CONSTRUCTION ARE OF THE MOST RECENT REVISION.
- 1.6. THE CONTRACTOR SHALL ASSUME ALL LIABILITY FOR ANY DAMAGE TO EXISTING WORKS. THE CONTRACTOR IS RESPONSIBLE FOR RESTORATION OF ALL DAMAGED AND/OR DISTURBED PROPERTY WITHIN THE MUNICIPAL RIGHT-OF-WAY TO LOCAL MUNICIPALITY STANDARDS
- 1.7. ALL WORKS ON A MUNICIPAL RIGHT-OF-WAY WITH THE EXCEPTION OF WATERMAIN TAPPING, TO BE INSTALLED BY THE OWNER'S CONTRACTOR AT OWNER'S EXPENSE IN ACCORDANCE WITH THE LOCAL MUNICIPALITY'S PROCEDURE FOR OFF-SITE WORKS BY PRIVATE CONTRACTOR. THE OWNER AND CONTRACTOR ARE TO ENSURE OFF-SITE WORKS PERMIT IS IN PLACE PRIOR TO CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR RESTORATION OF ALL AFFECTED PROPERTY TO ORIGINAL CONDITION. ALL BOULEVARD AREAS SHALL BE RESTORED WITH 150mm TOPSOIL AND SOD.
- 1.8. ALL UNDERGROUND SERVICES ARE TO BE CONSTRUCTED IN FULL COMPLIANCE WITH THE ONTARIO PROVINCIAL BUILDING CODE, (PART 7, PLUMBING), THE ONTARIO PROVINCIAL STANDARD SPECIFICATIONS (OPSS) AND THE REQUIREMENTS OF THE LOCAL MUNICIPALITY AND THE REGIONAL MUNICIPALITY OF WATERLOO, WHICH CODES AND REGULATIONS SHALL SUPERSEDE ALL OTHERS.
- 1.9. CONTRACTOR IS RESPONSIBLE FOR CONTACTING ENGINEER 48 HRS PRIOR TO COMMENCING WORK TO ARRANGE FOR INSPECTION. ENGINEER TO DETERMINE DEGREE OF INSPECTION AND TESTING REQUIRED FOR CERTIFICATION OF UNDERGROUND SERVICE INSTALLATION AS MANDATED BY ONTARIO BUILDING CODE, DIVISION C, PART 1, SECTION 1.2.2, GENERAL REVIEW. FAILURE TO NOTIFY ENGINEER WILL RESULT IN EXTENSIVE POST CONSTRUCTION INSPECTION AT CONTRACTORS EXPENSE.
- 1.10. SANITARY AND STORM SEWERS AND SERVICES TO HAVE A MINIMUM 1.4m COVER ON TOP OF PIPE WHERE COVER TO TOP OF PIPE IS DEFICIENT. CONTRACTOR SHALL INSTALL SHALLOW BURIED PIPE IN ACCORDANCE WITH APPLICABLE "SEWER PIPE INSULATION DETAIL" INDICATED IN DRAWING DETAILS. CONTACT DESIGN ENGINEER FOR "SEWER PIPE INSULATION DETAIL" IF REQUIRED.
- 1.11. PLAN TO BE READ IN CONJUNCTION WITH SWM REPORT AND DRAWING C1.1, C2.1, C2.3, C3.1, & C3.2 PREPARED BY MTE CONSULTANTS INC. AND LANDSCAPE PLAN.
- 1.12. SITE PLAN INFORMATION TAKEN FROM PLAN PREPARED BY SRM ARCHITECTS, DATED JANUARY 07, 2022.
- 1.13. EXISTING TOPOGRAPHIC AND LEGAL INFORMATION TAKEN FROM PLAN PREPARED BY MTE, DATED SEPTEMBER 10, 2018. MTE ASSUMES THAT ALL TOPOGRAPHICAL INFORMATION IS AN ACCURATE REPRESENTATION OF CURRENT CONDITIONS.
- 1.14. CONTRACTOR TO OBTAIN WRITTEN PERMISSION FROM ADJACENT PROPERTY OWNER PRIOR TO ENTERING, UPON ENTERING, OR ENTERING LANDS TO UNDERTAKE ANY WORK. COPIES OF THESE LETTERS OF CONSENT SHALL BE SUBMITTED TO THE DEPARTMENT OF PUBLIC WORKS FOR APPROVAL PRIOR TO ANY WORK BEING PERFORMED. FAILURE TO COMPLY WITH THE ABOVE IS AT CONTRACTOR'S OWN RISK.
- 1.15. RETAINING WALLS TO BE DESIGNED BY OTHERS. FOR WALLS EXCEEDING 1.0m IN HEIGHT, SHOP DRAWINGS MUST BE SUBMITTED FOR REVIEW AND APPROVAL AND BUILDING PERMIT MUST BE OBTAINED. WALLS OVER 0.6m IN HEIGHT REQUIRE HIGH SIDE OF RETAINING WALLS TO BE BACKFILLED WITH FREE DRAINING MATERIAL.
- 1.16. ALL RETAINING WALLS 1.0m IN HEIGHT AND OVER MUST BE APPROVED BY THE CBO. ALL RETAINING WALLS LESS THAN 1.0m IN HEIGHT MUST BE APPROVED BY PLANNING.
- 1.17. SITE SERVING CONTRACTOR TO TERMINATE ALL SERVICES 1 METRE FROM FOUNDATION WALL.
- 1.18. FILTER FABRIC TO BE TERRAFIX 200R OR APPROVED EQUAL.
- 1.19. MAXIMUM GRASSED SLOPE TO BE 3:1. SLOPES GREATER THAN 3:1 TO BE LANDSCAPED WITH LOW MAINTENANCE GROUND COVER.
- 1.20. SIDE SLOPES OF ALL STOCKPILES OR EXTRACTION FACES TO BE MAINTAINED AT 70 DEGREES OR LESS BETWEEN EARLY APRIL AND LATE AUGUST TO DETER BANK SWALLOWS FROM NESTING.
- 1.21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC AND SAFETY MEASURES DURING THE CONSTRUCTION PERIOD INCLUDING THE SUPPLY, INSTALLATION AND REMOVAL OF ALL NECESSARY SIGNALS, DELINEATORS, MARKERS, AND BARRIERS. ALL SIGNS, ETC. SHALL CONFORM TO THE STANDARDS OF THE LOCAL MUNICIPALITY AND THE MTO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- 1.22. THE POSITION OF POLE LINES, CONDUITS, WATERMAINS, SEWERS AND OTHER UNDERGROUND AND OVERGROUND UTILITIES ARE AS SHOWN ON THE PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED. BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.
- 1.23. CONTRACTOR TO MAINTAIN A 'CONFINED TRENCH CONDITION' IN ALL SEWER AND SERVICE TRENCHES.
- 1.24. FOLLOWING COMPLETION OF PROPOSED WORKS AND PRIOR TO OCCUPANCY INSPECTION, ALL STORM AND SANITARY SEWERS ARE TO BE FLUSHED AND ALL CATCHBASIN AND CATCHBASIN MANHOLE SUMPS ARE TO BE CLEARED OF DEBRIS AND SILT.

2. STORM SEWERS

- 2.1. PIPE BEDDING FOR RIGID PIPE TO BE CLASS "B" AS PER OPSD 802.030. PIPE BEDDING FOR FLEXIBLE PIPE TO BE AS PER OPSD 802.030. BEDDING MATERIAL AND COVER MATERIAL TO BE GRANULAR "A". TRENCH BACKFILL TO BE NATIVE MATERIAL REPLACED IN 300mm LIFTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY.
- 2.2. STORM SEWERS, 150mmØ AND SMALLER, SHALL BE POLYVINYL CHLORIDE (PVC) PIPE DR35 ASTM-D3034 WITH INTEGRAL BELL AND SPIGOT UTILIZING FLEXIBLE ELASTOMERIC SEALS.

- 2.3. STORM SEWERS 200mmØ TO 375mmØ SHALL BE POLYVINYL CHLORIDE (PVC) PIPE DR35 ASTM-D3034 OR RIBBED PVC SEWER PIPE CSA B182.4-M50 ASTM-F794 WITH INTEGRAL BELL AND SPIGOT UTILIZING FLEXIBLE ELASTOMERIC SEALS. RIBBED PVC NOT TO BE USED WITHIN RIGHT-OF-WAY.
- 2.4. FACTORY FABRICATED WYES SHALL BE USED FOR ALL SERVICE CONNECTIONS.
- 2.5. MANHOLES AND MANHOLE CATCHBASINS TO BE 1200mmØ PRECAST WITH ALUMINUM STEPS AT 300mm CENTRES AS PER OPSD 701.010 UNLESS OTHERWISE SPECIFIED.
- 2.6. CATCHBASINS TO BE 600mm SQUARE PRECAST AS PER OPSD 705.010.
- 2.7. ALL STORM STRUCTURES TO HAVE A MINIMUM 600mm DEEP SUMP. WHEN THE STRUCTURE INCLUDES THE INSTALLATION OF A SNOUT (OR APPROVED EQUIVALENT) THE SUMP DEPTH TO BE MIN 2.5 TIMES THE OUTLET PIPE DIAMETER SIZE.
- 2.8. MANHOLE AND CATCHBASIN, FRAMES, GRATES, CASTINGS AND LIDS TO BE QUALITY GREY IRON ASTM A48 CLASS 30B.
- 2.9. STORM MANHOLE LIDS TO BE PER OPSD 401.010 - TYPE 'B' CATCHBASIN AND CATCHBASIN MANHOLE GRATES TO BE PER OPSD 400.100. DITCH INLET CATCHBASIN GRATES TO BE PER OPSD 403.010.
- 2.10. ADJUSTMENT UNITS FOR STORM STRUCTURES TO BE IN ACCORDANCE WITH OPSD 704.010 OR 704.011.
- 2.11. STORM SEWERS AND SERVICES TO HAVE MINIMUM 1.4m COVER ON TOP OF PIPE WHERE COVER TO TOP OF PIPE IS DEFICIENT. CONTRACTOR SHALL INSTALL SHALLOW BURIED SEWER PIPE IN ACCORDANCE WITH APPLICABLE "SEWER PIPE INSULATION DETAIL" INDICATED IN DRAWING DETAILS. INSULATION SHALL BE RIGID EXTRUDED POLYSTYRENE (EPS) BOARD, WITH A THICKNESS SUFFICIENT TO PROVIDE AN RSI-1.76 (R10) INSULATING FACTOR (TYPICALLY 50-65mm). INSULATION BOARD WIDTH SHALL BE 1.8m FOR UP TO 200mm NOMINAL PIPE DIAMETER, 2.4m FOR 201mm-800mm DIAMETER AND 3.0m FOR 801mm-1400mm. ALL JOINTS SHALL BE TIGHTLY BUTTED TOGETHER (TAPE OR OTHERWISE SECURE JOINTS TO RESIST MOVEMENT DURING BACKFILL COVER). RIGID EPS BOARD SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 140kPa (20psi), AND A MAXIMUM WATER ABSORPTION RATE OF 2.0% BY VOLUME. ACCEPTABLE PRODUCTS ARE DOW STYROFOAM-SM OR -HI (FULL LINE), OWENS CORNING FOAMULAR (200, 250, OR HIGHER), PLASTISPAN HD-M28 OR OTHER ENGINEER-APPROVED EQUIVALENT.
- 2.12. UNDER NO CIRCUMSTANCES SHALL THE BUILDING FOUNDATION DRAINS BE CONNECTED DIRECTLY TO THE STORM SEWER SYSTEM.
- 2.13. ALL WEeping TILE DRAINAGE TO BE PUMPED TO THE STORM SEWER SYSTEM.

- 2.14. SANITARY SEWERS 150mmØ AND SMALLER SHALL BE POLYVINYL CHLORIDE (PVC) PIPE DR28 ASTM-D3034 WITH INTEGRAL BELL AND SPIGOT UTILIZING FLEXIBLE ELASTOMERIC SEALS.
- 2.15. FACTORY FABRICATED WYES SHALL BE USED FOR ALL SERVICE CONNECTIONS.
- 2.16. SANITARY SEWERS AND SERVICES TO HAVE MINIMUM 1.4m COVER ON TOP OF PIPE WHERE COVER TO TOP OF PIPE IS DEFICIENT. CONTRACTOR SHALL INSTALL SHALLOW BURIED PIPE IN ACCORDANCE WITH APPLICABLE "SEWER PIPE INSULATION DETAIL" INDICATED IN DRAWING DETAILS. INSULATION SHALL BE RIGID EXTRUDED POLYSTYRENE (EPS) BOARD, WITH A THICKNESS SUFFICIENT TO PROVIDE AN RSI-1.76 (R10) INSULATING FACTOR (TYPICALLY 50-65mm). INSULATION BOARD WIDTH SHALL BE 1.8m FOR UP TO 200mm NOMINAL PIPE DIAMETER, 2.4m FOR 201mm-800mm DIAMETER AND 3.0m FOR 801mm-1400mm. ALL JOINTS SHALL BE TIGHTLY BUTTED TOGETHER (TAPE OR OTHERWISE SECURE JOINTS TO RESIST MOVEMENT DURING BACKFILL PLACEMENT). RIGID EPS BOARD SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 140kPa (20psi), AND A MAXIMUM WATER ABSORPTION RATE OF 2.0% BY VOLUME. ACCEPTABLE PRODUCTS ARE DOW STYROFOAM-SM OR -HI (FULL LINE), OWENS CORNING FOAMULAR (200, 250, OR HIGHER), PLASTISPAN HD-M28 OR OTHER ENGINEER-APPROVED EQUIVALENT.
- 2.17. REFER TO C3.1 AND C3.2 FOR SEPTIC AND WASTEWATER SPECIFICATIONS.

3. SANITARY SEWERS

- 3.1. PIPE BEDDING FOR RIGID PIPE TO BE CLASS "B" AS PER OPSD 802.030. PIPE BEDDING FOR FLEXIBLE PIPE TO BE AS PER OPSD 802.030. BEDDING MATERIAL AND COVER MATERIAL TO BE GRANULAR "A". TRENCH BACKFILL TO BE NATIVE MATERIAL REPLACED IN 300mm LIFTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY.
- 3.2. SANITARY SEWERS 150mmØ AND SMALLER SHALL BE POLYVINYL CHLORIDE (PVC) PIPE DR28 ASTM-D3034 WITH INTEGRAL BELL AND SPIGOT UTILIZING FLEXIBLE ELASTOMERIC SEALS.
- 3.3. FACTORY FABRICATED WYES SHALL BE USED FOR ALL SERVICE CONNECTIONS.
- 3.4. SANITARY SEWERS AND SERVICES TO HAVE MINIMUM 1.4m COVER ON TOP OF PIPE WHERE COVER TO TOP OF PIPE IS DEFICIENT. CONTRACTOR SHALL INSTALL SHALLOW BURIED PIPE IN ACCORDANCE WITH APPLICABLE "SEWER PIPE INSULATION DETAIL" INDICATED IN DRAWING DETAILS. INSULATION SHALL BE RIGID EXTRUDED POLYSTYRENE (EPS) BOARD, WITH A THICKNESS SUFFICIENT TO PROVIDE AN RSI-1.76 (R10) INSULATING FACTOR (TYPICALLY 50-65mm). INSULATION BOARD WIDTH SHALL BE 1.8m FOR UP TO 200mm NOMINAL PIPE DIAMETER, 2.4m FOR 201mm-800mm DIAMETER AND 3.0m FOR 801mm-1400mm. ALL JOINTS SHALL BE TIGHTLY BUTTED TOGETHER (TAPE OR OTHERWISE SECURE JOINTS TO RESIST MOVEMENT DURING BACKFILL PLACEMENT). RIGID EPS BOARD SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 140kPa (20psi), AND A MAXIMUM WATER ABSORPTION RATE OF 2.0% BY VOLUME. ACCEPTABLE PRODUCTS ARE DOW STYROFOAM-SM OR -HI (FULL LINE), OWENS CORNING FOAMULAR (200, 250, OR HIGHER), PLASTISPAN HD-M28 OR OTHER ENGINEER-APPROVED EQUIVALENT.
- 3.5. REFER TO C3.1 AND C3.2 FOR SEPTIC AND WASTEWATER SPECIFICATIONS.

4. WATERMAINS

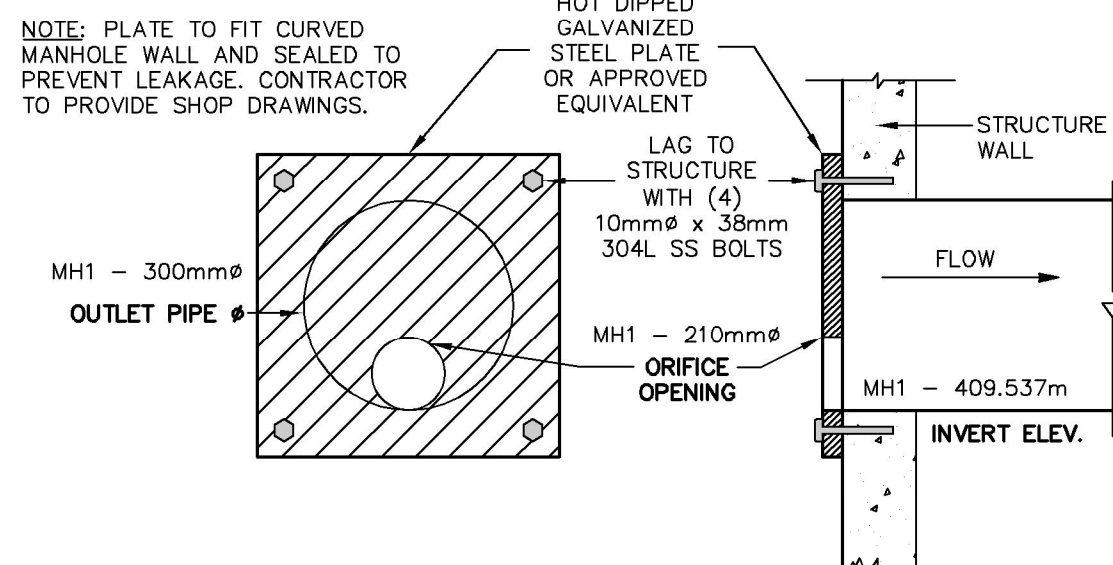
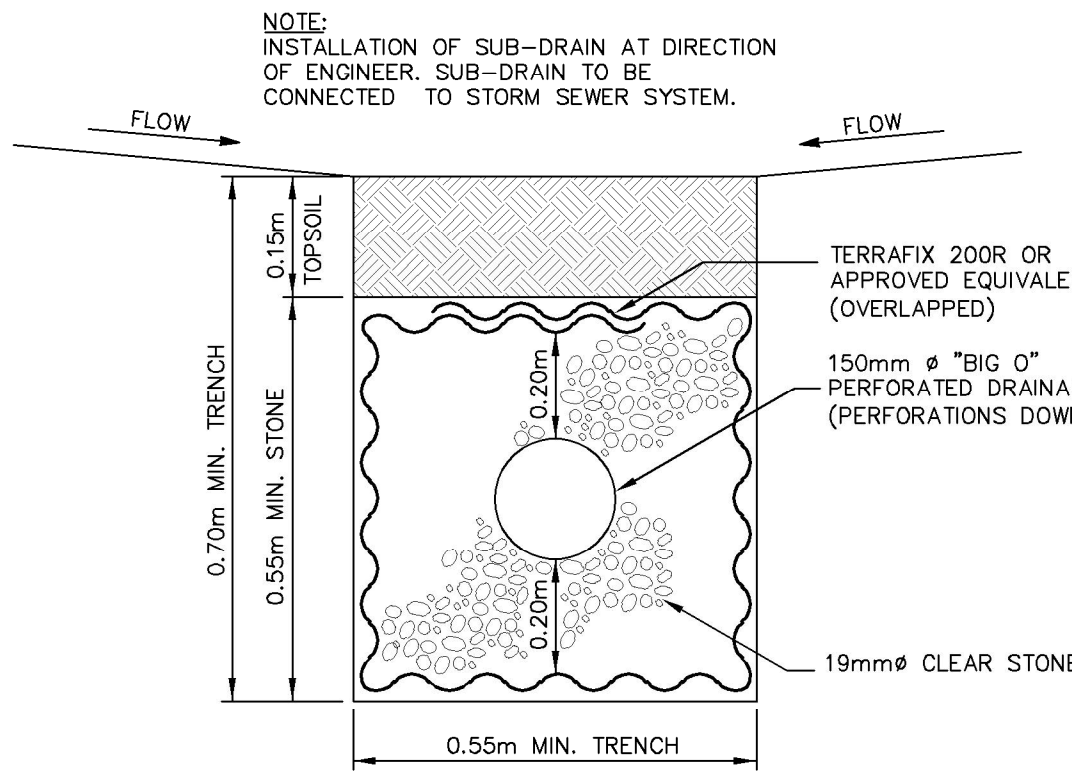
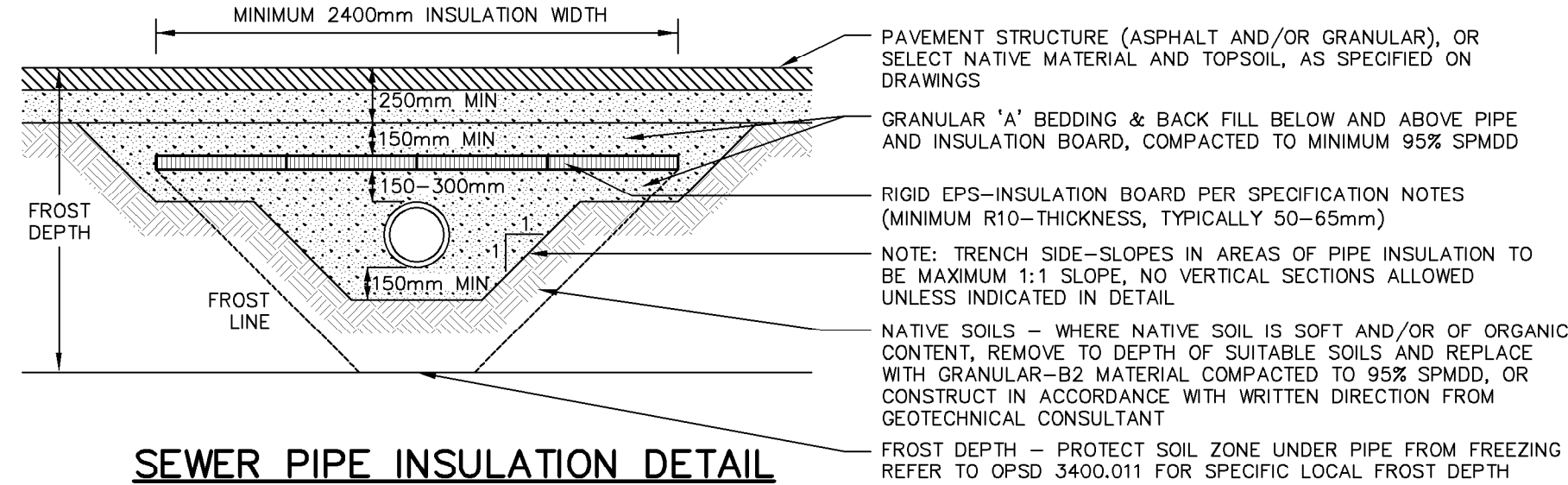
- 4.1. PIPE BEDDING FOR RIGID PIPE TO BE CLASS "B" AS PER OPSD 802.030. PIPE BEDDING FOR FLEXIBLE PIPE TO BE AS PER OPSD 802.030. BEDDING MATERIAL AND COVER MATERIAL TO BE GRANULAR "A". TRENCH BACKFILL TO BE NATIVE MATERIAL REPLACED IN 300mm LIFTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY.
- 4.2. WATER SERVICE CONNECTIONS 50mmØ AND SMALLER, SHALL BE TYPE "K" SOFT COPPER ASTM B88, ALUMINUM COMPOSITE CSA B137.10, OR HDPE SERIES 160 AWWA C 901 WITH SERVICE SADDLE. COPPER SERVICE SHALL HAVE 5.5kg ANODE.
- 4.3. WATERMAIN FITTINGS TO BE SUPPLIED WITH MECHANICAL JOINT RESTRAINTS. FOR WATERMAIN PIPE SIZES 150mmØ OR LESS ALL PIPE JOINTS TO BE RESTRAINED WITHIN 5.0m FROM ALL FITTINGS, IN EACH DIRECTION, UNLESS SHOWN OTHERWISE ON THE CONTRACT DRAWINGS. FOR WATERMAIN PIPE SIZES GREATER THAN 150mmØ ALL PIPE JOINTS TO BE RESTRAINED WITHIN 10.0m FROM ALL FITTINGS, IN EACH DIRECTION, UNLESS SHOWN OTHERWISE ON THE CONTRACT DRAWINGS. ALL TEES TO HAVE MINIMUM 2.0m SOLID PIPE LENGTH ON EACH RUN OF THE TEE, OR PROVIDE A THRUST BLOCK PER OPSD 1103.010.
- 4.4. ALL METALLIC FITTINGS (EXCLUDING CURB/MAIN STOP AND BRASS FITTINGS) AND APPURTENANCES INCLUDING SADDLES, VALVES, TEES, BENDS ETC ARE TO BE WRAPPED WITH AN APPROVED PETROLATUM SYSTEM CONSISTING OF PASTE, MASTIC AND TAPE. PARTICULAR ATTENTION SHALL BE PAID TO ANODE INSTALLATION. CONTRACTOR TO REFER TO THE MOST RECENT EDITION OF THE LOCAL MUNICIPALITY AREA PUBLIC UTILITIES DESIGN GUIDELINES AND SUPPLEMENTAL SPECIFICATIONS FOR MUNICIPAL SERVICES.
- 4.5. MAIN STOPS, CURB STOPS AND COUPLINGS SHALL BE AWWA C-800 COPPER TO COPPER FLANGED OR COMPRESSION CONNECTION OR APPROVED EQUIVALENT.
- 4.6. SERVICE BOXES TO BE FERGUSON ECLIPSE TYPE FIGURE 222 SIZE NO. 9 OR APPROVED EQUIVALENT COMPLETE WITH ROD AND PLUG.
- 4.7. WATER CONNECTIONS MAY BE PLACED IN THE SAME TRENCH WITH A STORM OR SANITARY CONNECTION ONLY IF A MINIMUM VERTICAL SEPARATION OF 500mm IS MAINTAINED BETWEEN THE WATER SERVICE AND ANY OTHER PIPE, IN ACCORDANCE WITH SECTION 7.3.5.7.(2)(a)(i) OF THE ONTARIO BUILDING CODE.
- 4.8. ALL WATERMAINS AND SERVICES TO HAVE MINIMUM 2.0m COVER ON TOP OF PIPE, WHERE COVER TO TOP OF PIPE IS DEFICIENT. CONTRACTOR SHALL CONTACT DESIGN ENGINEER FOR "WATER PIPE INSULATION DETAIL".

5. EROSION AND SEDIMENT CONTROL

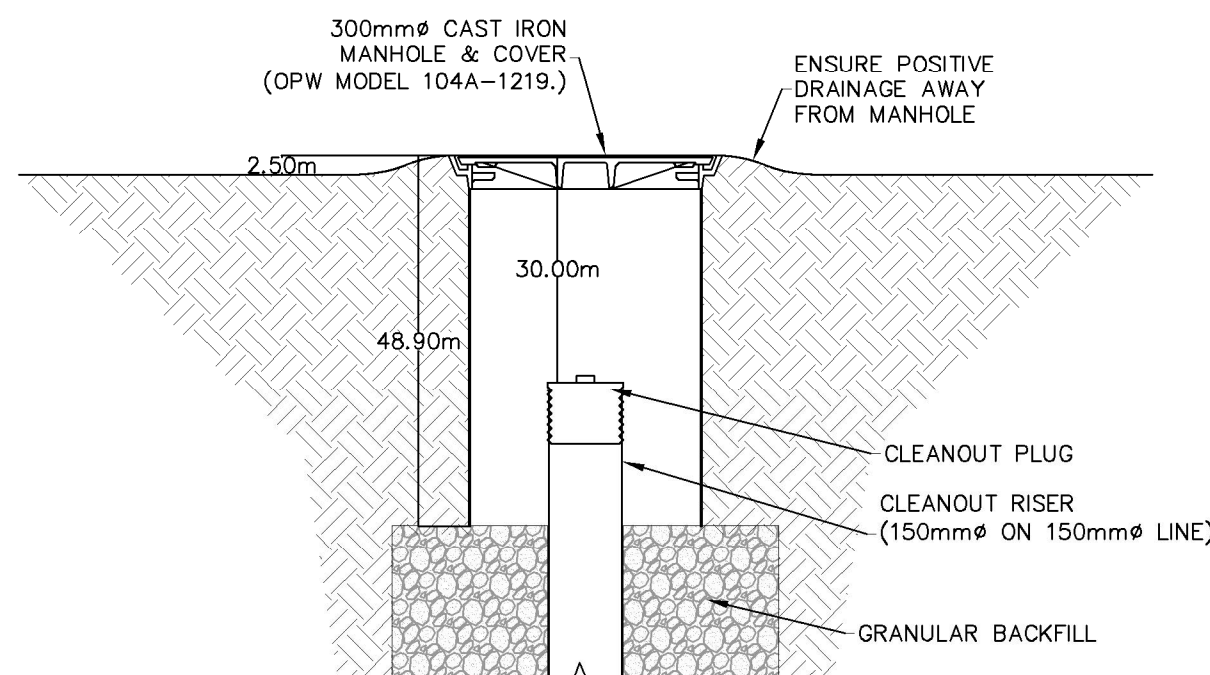
- 5.1. CONTRACTOR TO INSTALL EROSION CONTROL MEASURES AS SHOWN PRIOR TO CONSTRUCTION AND MAINTAIN IN GOOD CONDITION UNTIL CONSTRUCTION IS COMPLETED AND ALL

DISTURBED GROUND SURFACES HAVE BEEN RESTABILIZED EITHER BY PAVING OR RESTORATION OF VEGETATIVE COVER

- 5.2. ALL SEDIMENT CONTROL FENCING TO BE INSTALLED PRIOR TO ANY AREA GRADING, EXCAVATING OR DEMOLITION COMMENCING.
- 5.3. EROSION CONTROL FENCING TO BE INSTALLED AROUND BASE OF ALL STOCKPILES. ALL STOCKPILES TO BE KEPT 2.5m MINIMUM FROM PROPERTY LINE.
- 5.4. EROSION PROTECTION TO BE PROVIDED AROUND ALL STORM AND SANITARY MHS AND Cbs.
- 5.5. CONSTRUCTION ACCESS (MUD MAT) TO BE PROVIDED ON-SITE AT ALL LOCATIONS WHERE CONSTRUCTION VEHICLES EXIT THE SITE. CONSTRUCTION ACCESS (MUD MAT) SHALL BE A MINIMUM OF 3.0m WIDE, 15.0m LONG (LENGTH MAY VARY DEPENDING ON SITE LAYOUT) AND 0.3m DEEP AND SHALL CONSIST OF 200mm CLEAR STONE MATERIAL OR APPROVED EQUIVALENT. PROPOSED EROSION FENCING TO TIE INTO MUD MAT. CONTRACTOR TO ENSURE ALL VEHICLES LEAVE THE SITE VIA THE MUD MAT AND THAT THE MAT IS MAINTAINED IN A MANNER TO MAXIMIZE EFFECTIVENESS AT ALL TIMES.
- 5.6. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AS SITE DEVELOPMENT PROGRESSES. CONTRACTOR TO PROVIDE ALL ADDITIONAL EROSION CONTROL STRUCTURES.
- 5.7. EROSION CONTROL STRUCTURES TO REMAIN IN PLACE UNTIL ALL DISTURBED GROUND SURFACES HAVE BEEN RESTABILIZED.
- 5.8. NO ALTERNATE METHODS OF EROSION PROTECTION SHALL BE PERMITTED UNLESS APPROVED BY THE ENGINEER AND THE LOCAL MUNICIPALITY'S DEPARTMENT OF PUBLIC WORKS.
- 5.9. CONTRACTOR TO CLEAN ROADWAY AND SIDEWALKS OF SEDIMENTS RESULTING FROM CONSTRUCTION TRAFFIC FROM THE SITE EACH DAY.
- 5.10. CONTRACTOR MUST REMOVE EROSION AND SEDIMENTATION FENCING PRIOR TO COMPLETION OF PROJECT. CONTRACTOR TO HAVE EROSION AND SEDIMENTATION FENCE INSPECTED WHEN VEGETATION HAS ESTABLISHED, BUT PRIOR TO FENCE BECOMING OVERGROWN. ENGINEER'S REPRESENTATIVE TO DETERMINE IF VEGETATION HAS REACHED THE CRITICAL POINT AND WILL THEN INSTRUCT CONTRACTOR TO REMOVE FENCE.

PERFORATED SUB-DRAIN DETAIL
N.T.S.**ON-LINE ORIFICE DETAIL**
N.T.S.**SEWER PIPE INSULATION DETAIL**

FOR SEWER PIPES HAVING LESS THAN 1400mm COVER AND MINIMUM 615mm COVER
N.T.S.

**INSTALLATION OF CLEANOUTS**
IN LANDSCAPED AREAS

- 5.1. CONTRACTOR TO INSTALL EROSION CONTROL MEASURES AS SHOWN PRIOR TO CONSTRUCTION AND MAINTAIN IN GOOD CONDITION UNTIL CONSTRUCTION IS COMPLETED AND ALL

TOWNSHIP OF
SOUTHGATE

SITE

N

KEY PLAN

ELEV. = 402.137m

GEODETIC BM
HOLSTEIN CONCRETE HIGHWAY BRIDGE OVER BEATTY SAUGLEN RIVER IN VILLAGE, TABLE IN N. FACE OF S. CONCRETE RETAINING WALL AT E. SIDE OF BRIDGE, 4.02m FROM E. EDGE OF BRIDGE, 1.16m BELOW TOP OF RETAINING WALL.

SITE BENCHMARK
SEE ABOVE.

NOTE TO CONTRACTOR :

DO NOT SCALE DRAWINGS.

CONTRACTORS MUST CHECK AND VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES TO THE ENGINEER BEFORE PROCEEDING WITH THE WORK.

ALL DRAWINGS REMAIN THE PROPERTY OF THE ENGINEER AND SHALL NOT BE REPRODUCED OR REUSED WITHOUT THE ENGINEER'S WRITTEN PERMISSION.

THE OWNER/ARCHITECT/CONTRACTOR IS ADVISED THAT M.T.E. CONSULTANTS INC. CANNOT CERTIFY ANY COMPONENT OF THE SITE WORKS NOT INSPECTED DURING CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO NOTIFY M.T.E. CONSULTANTS INC. PRIOR TO COMMENCEMENT OF CONSTRUCTION TO ARRANGE FOR INSPECTION.

NOTE:

1. PROPERTY-LINE IS APPROXIMATE ONLY.

2. PLAN TO BE READ IN CONJUNCTION WITH C1.1, C2.1, C2.2, C2.3 AND SWM REPORT.

8.			
7.			
6.			
5.			
4.	RE-ISSUED FOR SPA	AXT	2022-01-14
3.	ISSUED FOR PERMIT	AXT	2021-12-15
2.	ISSUED FOR SPA	CMX	2021-11-12
1.	ISSUED FOR INFORMATION	LXS	2018-09-10
No. REVISION		BY	YYYY-MM-DD



Engineers, Scientists, Surveyors

(519) 743-6500

www.mte85.com



CLIENT

SRM ARCHITECTS INC.

279 KING STREET WEST SUITE 200 KITCHENER

PROJECT

EGREMONT COMMUNITY SCHOOL

NEW CHILDCARE FACILITY

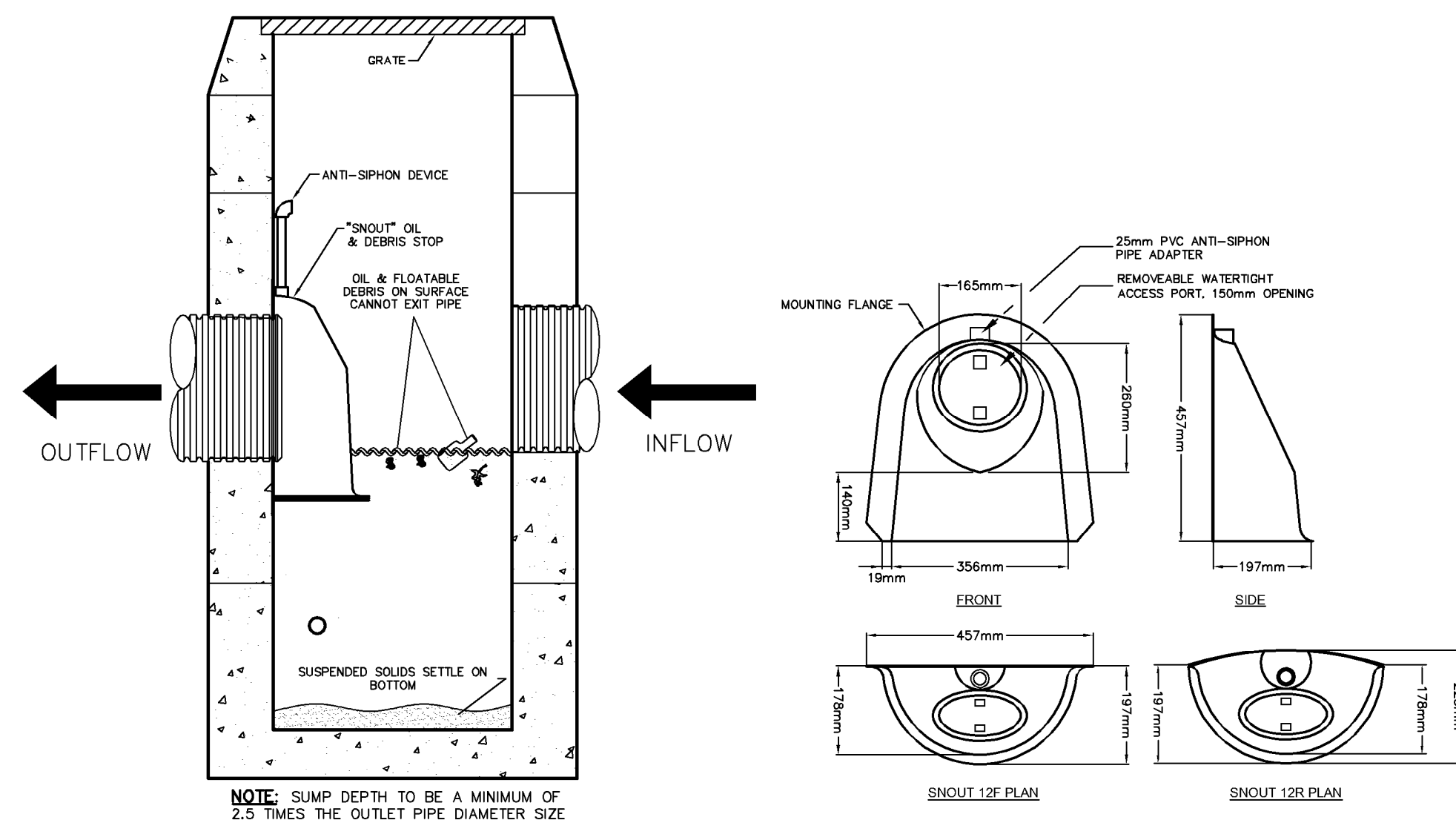
GREY ROAD 109 HOLSTEIN, SOUTHGATE

DRAWING

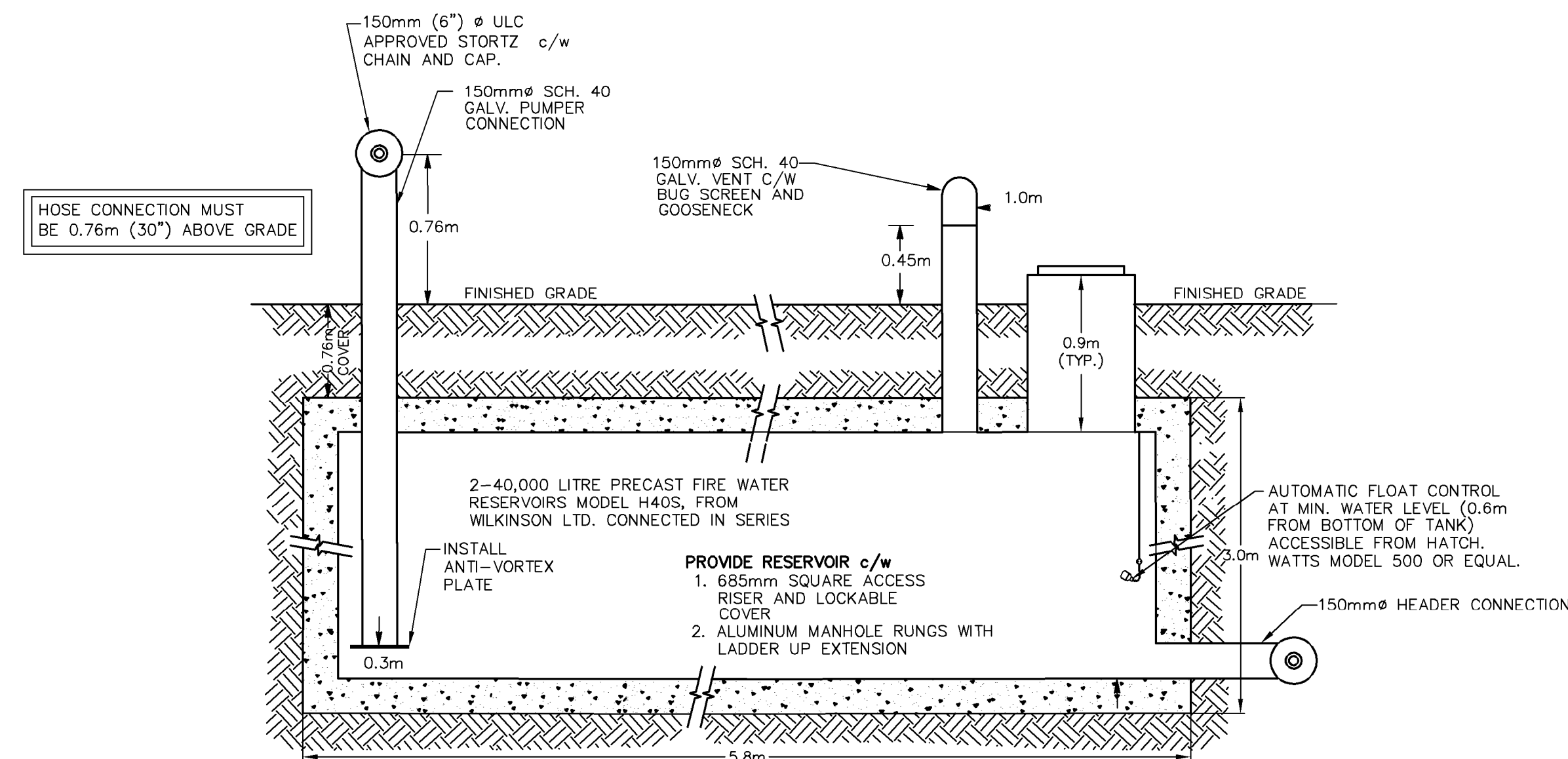
DETAILS AND NOTES PLAN 1

Project Manager	A.TCHOUMATCHEV	Project No.	44550-100
Design By	CMX	Checked By	LEI
Drawn By	AXB/GLC	Checked By	CMX/AXT
Surveyed By	MTE/OLS	Drawing No.	C2.2
Date	Oct.03/18		
Scale	1:400	Sheet	3 of 4

Drawing #3 Dated March 16, 2022

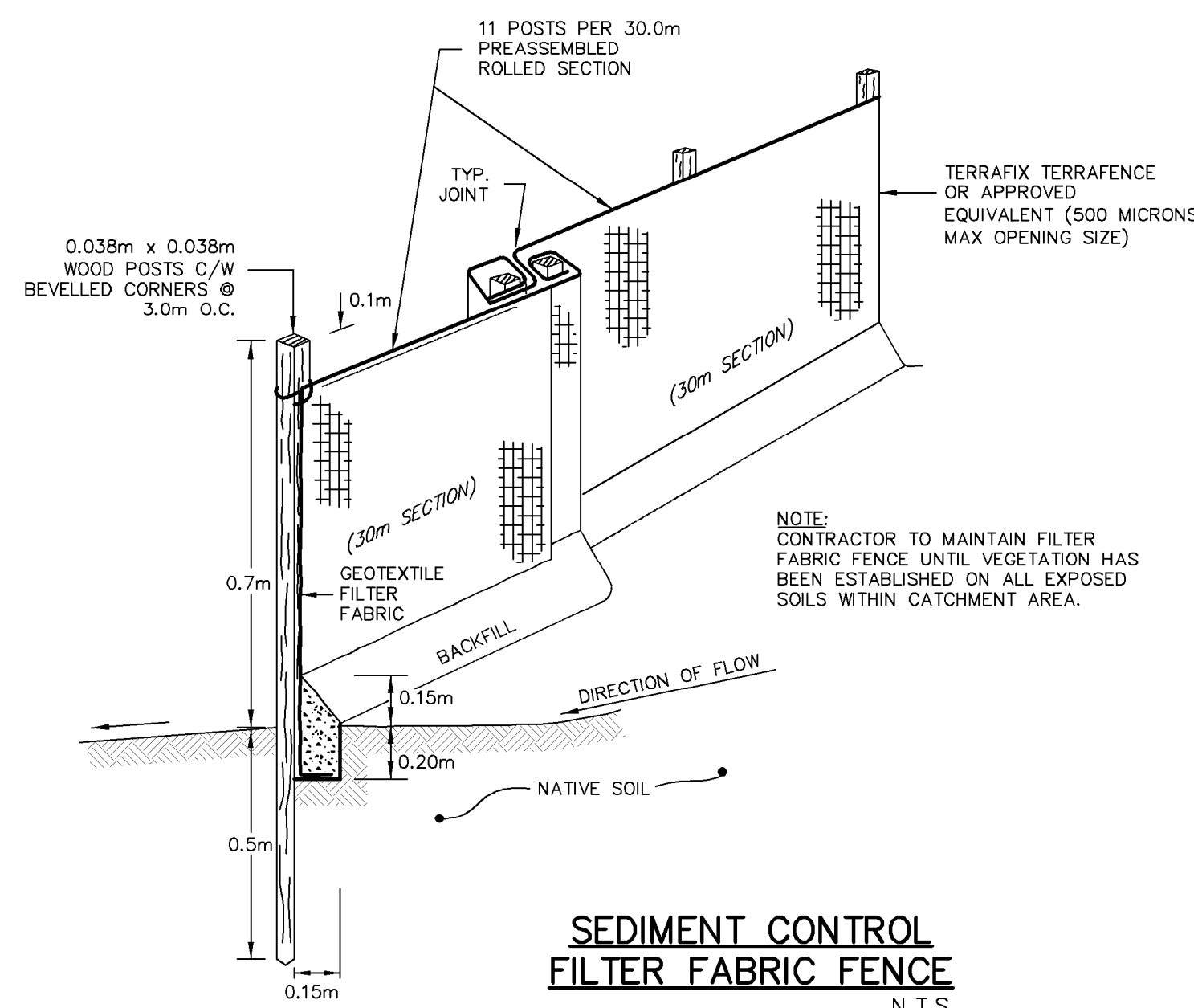


SNOUT DETAIL
N.T.S.

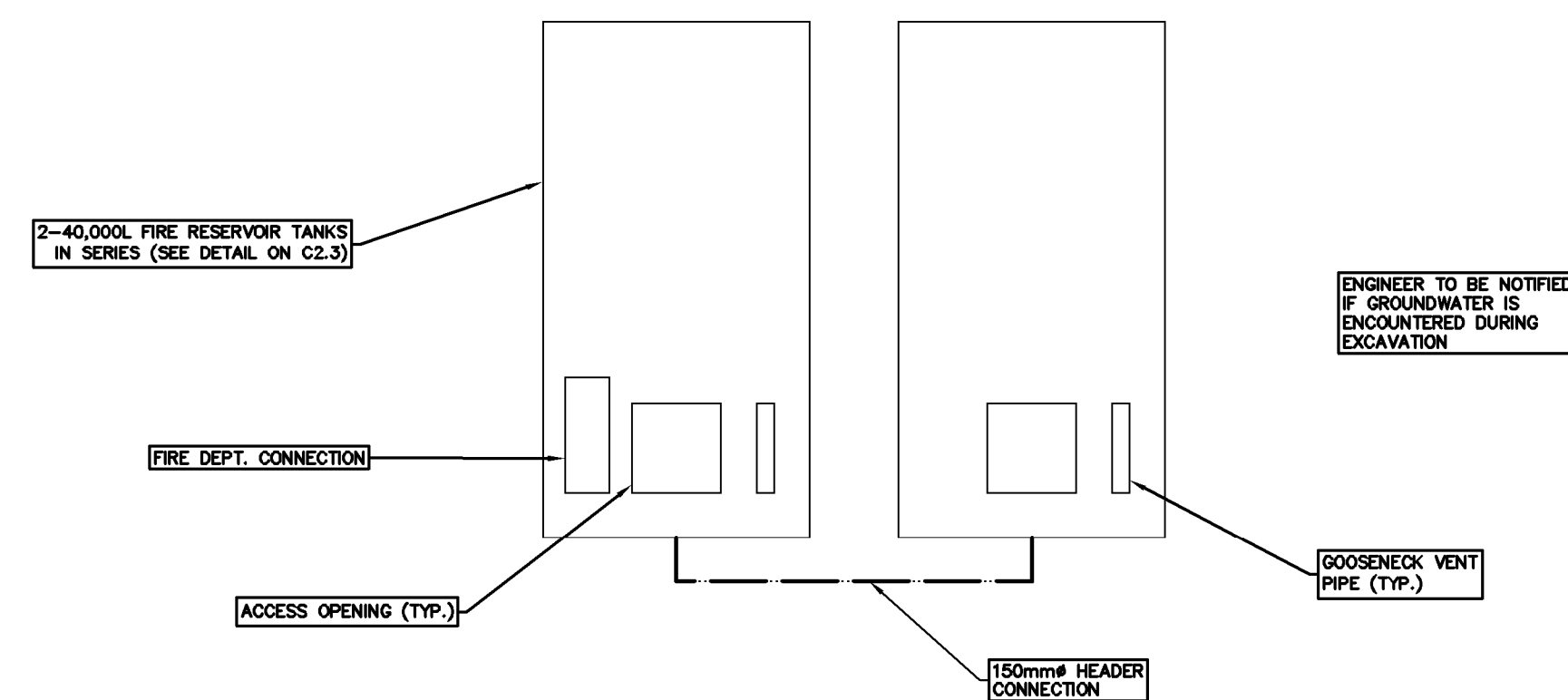


FIRE RESERVOIR DETAIL
N.T.S.

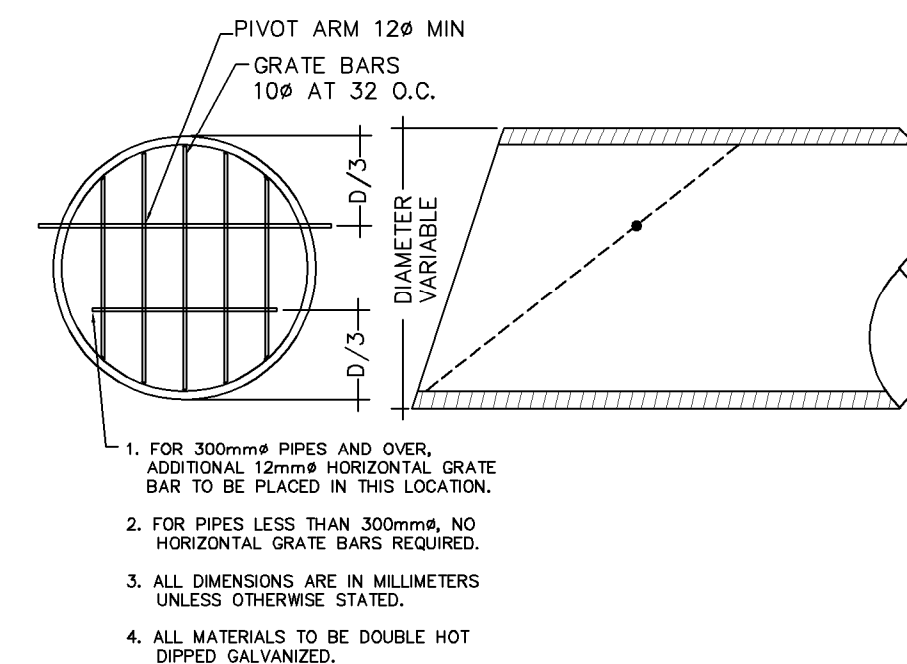
NOTE: FIRE RESERVOIR
TANKS SIZED BY ARCHITECT



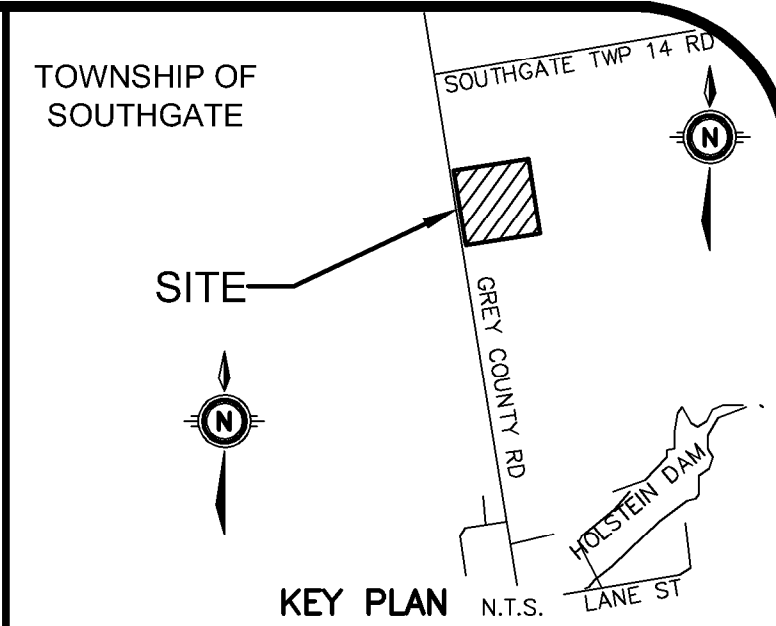
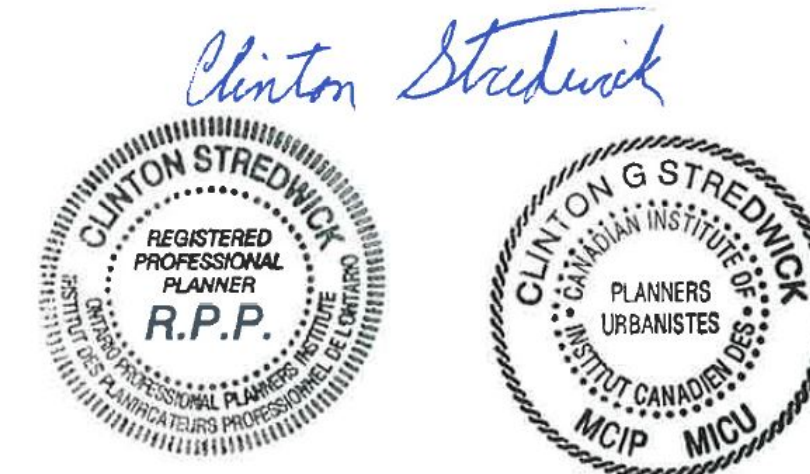
SEDIMENT CONTROL
FILTER FABRIC FENCE
N.T.S.



FIRE RESERVOIR
N.T.S.



RODENT GRATE DETAIL
NTS



GEODETIC BM **ELEV. = 402.137m**
HOLSTEIN CONCRETE HIGHWAY BRIDGE OVER BEATTY SAUGREEN
RIVER IN VILLAGE, TABLET IN N. FACE OF S. CONCRETE
RETAINING WALL AT E. SIDE OF BRIDGE, 4.02m FROM E. EDGE
OF BRIDGE, 1.16m BELOW TOP OF RETAINING WALL.

SITE BENCHMARK ELEV. = N/A
SEE ABOVE.

NOTE TO CONTRACTOR :

DO NOT SCALE DRAWINGS.

CONTRACTORS MUST CHECK AND VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES TO THE ENGINEER BEFORE PROCEEDING WITH THE WORK.

ALL DRAWINGS REMAIN THE PROPERTY OF THE ENGINEER AND SHALL NOT BE REPRODUCED OR REUSED WITHOUT THE ENGINEER'S WRITTEN PERMISSION.

THE OWNER/ARCHITECT/CONTRACTOR IS ADVISED THAT
M.T.E. CONSULTANTS INC. CANNOT CERTIFY ANY COMPONENT
OF THE SITE WORKS NOT INSPECTED DURING CONSTRUCTION.
IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO
NOTIFY M.T.E. CONSULTANTS INC. PRIOR TO COMMENCEMENT
OF CONSTRUCTION TO ARRANGE FOR INSPECTION.

NOTE:

1. PROPERTY-LINE IS APPROXIMATE ONLY.
2. PLAN TO BE READ IN CONJUNCTION WITH C1.1, C2.1, C2.2, C2.3 AND SWM REPORT.

8.			
7.			
6.			
5.			
4.	RE-ISSUED FOR SPA	AXT	2022-01-14
3.	ISSUED FOR PERMIT	AXT	2021-12-15
2.	ISSUED FOR SPA	OMX	2021-11-12
1.	ISSUED FOR INFORMATION	LXS	2018-09-10
No.	REVISION	BY	YYYY-MM-DD



Engineers, Scientists, Surveyors

(519) 743-6500 www.mte85.com



CLIENT _____

SRM ARCHITECTS INC.

279 KING STREET WEST SUITE 200 KITCHENER

EGREMONT COMMUNITY SCHOOL NEW CHILDCARE FACILITY

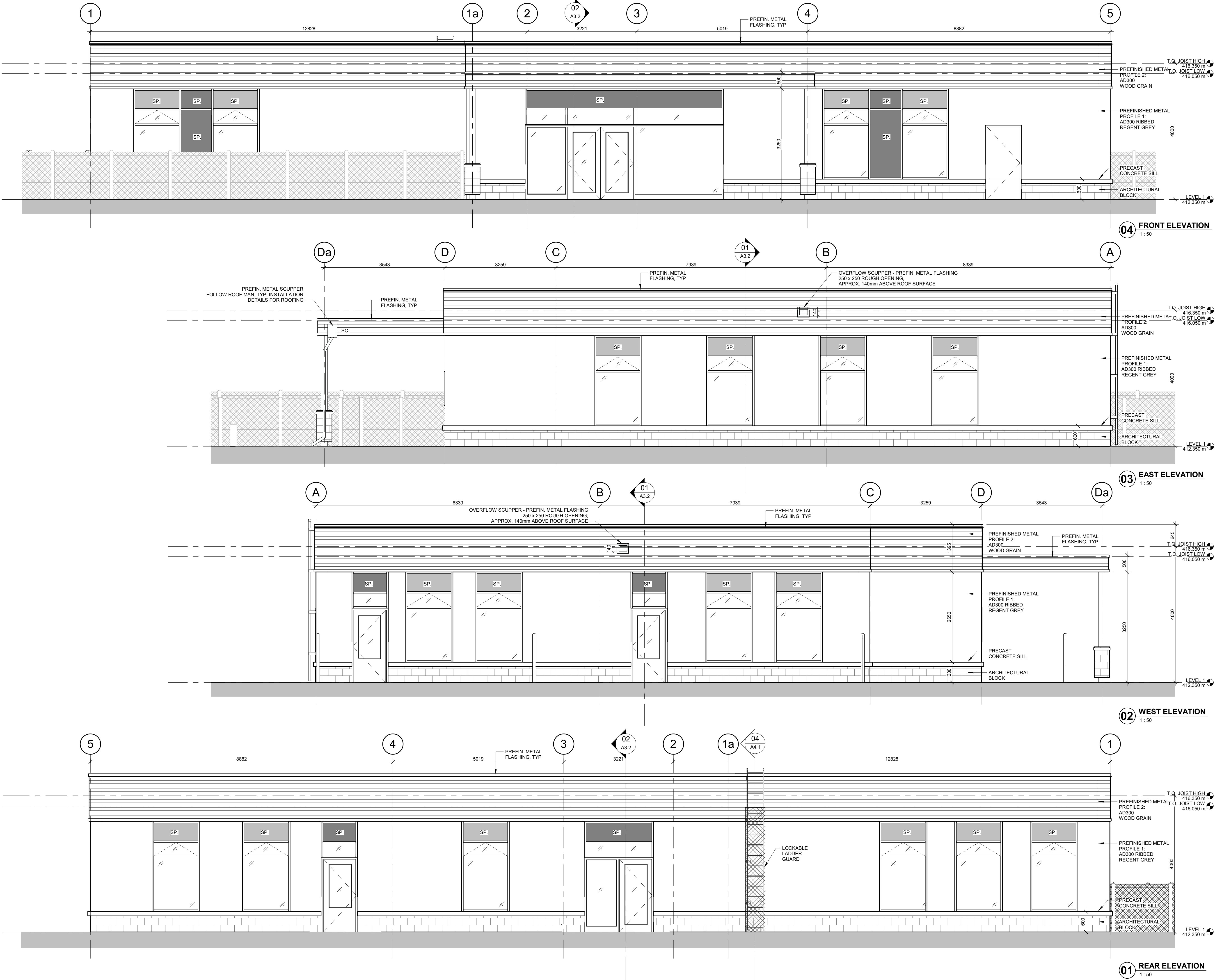
DRAWING

DETAILS AND NOTES PLAN 2

Project Manager A.TCHOUMATCHEV	Project No. 44550-100
Design By CXM	Checked By LEI
Drawn By AXB/GLC	Checked By CXM/AXT
Surveyed By MTE/OLS	Drawing No. C2.3
Date Oct.03/18	
Scale 1:400	Sheet 4 of 4

Do not scale drawings. Contractors must check and verify all dimensions and report any discrepancies to the Architect before proceeding with the work. All documents remain the property of the Architect. Unauthorized use, modification, or reproduction of these documents is prohibited without written permission. The Consultant Documents were prepared by the Consultant for the account of the Owner. The material contained herein reflects the Consultant's best judgment in light of the information available to him at the time of preparation. Any use which a third party makes of the Consultant Documents, or any reliance on or decisions to be made based on them are the responsibility of such third parties. The Consultant accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on the Consultant Documents.

C:\Users\mshelley\Documents\18109 - Bluewater - EGR Childcare - Bluewater - EGR Childcare - Holsen - V6_mshelleySRM.rvt



Clinton Stedwick
REGISTERED PROFESSIONAL PLANNER
R.P.P.
CLINTON STEDWICK
PLANNERS
URBANISTES
MCIP MCPU

Drawing #5 Dated March 16, 2022

kids & us
Community Childcare and Family Education Centres

BLUEWATER DISTRICT

srm
ARCHITECTS INC.

Project No. 18109
Issue Date 2021-01-11
Drawn by MES
Checked by CEM
Plot Date / Time 2022-01-14 11:43:18 AM

**BWDSB
EGREMONT SCHOOL
CHILDCARE**

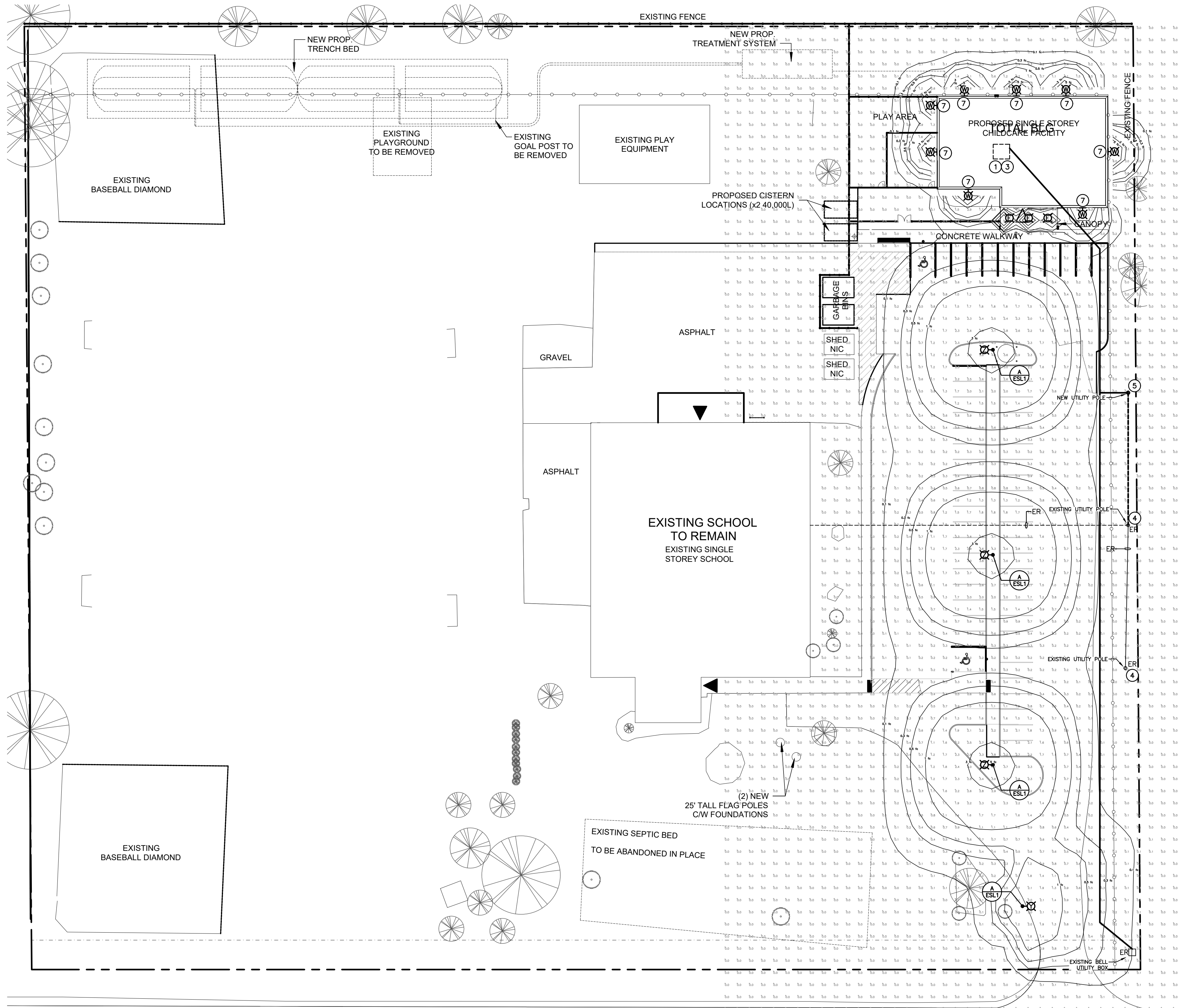
ELEVATIONS

Ontario Association of Architects
OF ARCHITECTS
EDWARD THOMAS
LICENCE 5572

Drawing Scale As indicated
Status
Drawing No. Revision No.

A3.1 - r19

The contractor shall verify all dimensions and report all errors and discrepancies to the Consultant before commencement of the work. The drawings show general arrangement of services. Follow as closely as actual building construction will permit. Obtain approval for relocation of services from Consultant before commencement of the work. These documents are not to be duplicated or copied without the consent of the Consultant. Do not scale this drawing. © 2021 DEI & Associates Inc.



SITE PLAN PHOTOMETRICS
SCALE: 1:400

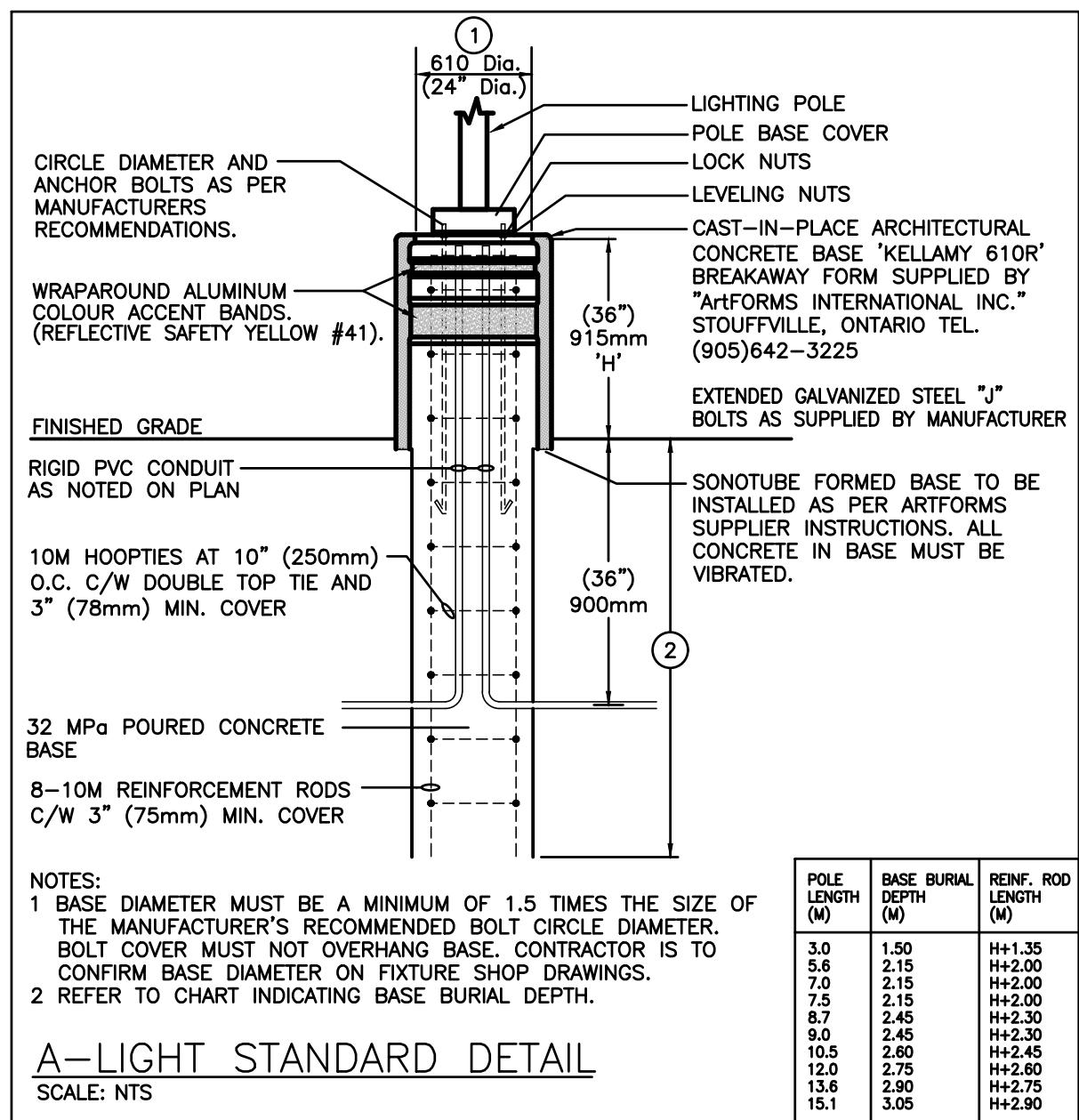
Clinton Stredwick
REGISTERED PROFESSIONAL PLANNER
R.P.P.
CLINTON G STREDWICK
PLANNERS URBANISTES
MCIP MCQU

Drawing #7 Dated March 16, 2022

ELECTRICAL SYMBOLS		NOTE: ALL SYMBOLS MAY NOT BE USED	
LIGHTING		GENERAL	
	CEILING OR WALL MOUNTED LIGHT FIXTURE TYPE AS INDICATED	ER	INDICATES EXISTING ITEM TO REMAIN
	POLE MOUNTED LIGHT FIXTURE	D	INDICATES EXISTING ITEM TO BE DELETED
STANDARD CIRCUITING LABELING		R	INDICATES EXISTING ITEM TO BE RELOCATED/IN RELOCATED POSITION
POWER PANEL LABEL CIRCUIT INDICATION SWITCH LEG (IF APPLICABLE)		(X)	NOTE INDICATOR
		(X/V)	DETAIL INDICATOR
		+xx	PHOTOMETRIC LEVEL (fc)

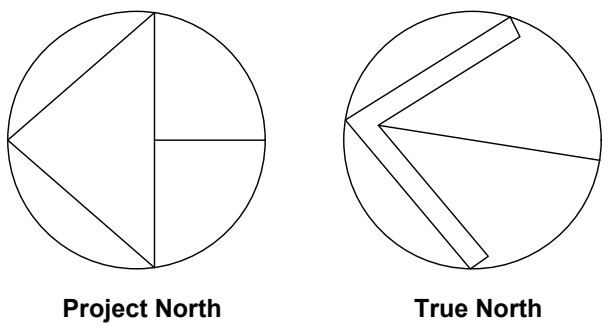
SITE NOTES

- INDICATES APPROXIMATE LOCATION OF MAIN ELECTRICAL/METER ROOM.
- INDICATES CUSTOMER OWNED UTILITY POLE. CONNECTION TO POLE BY LOCAL UTILITY.
- INDICATES APPROXIMATE LOCATION OF MAIN TELECOMMUNICATIONS ROOM.
- INDICATES EXISTING UTILITY POLE. REFER TO ELECTRICAL SERVICE SCOPE OF WORK FOR ADDITIONAL INFORMATION.
- INDICATES NEW UTILITY POLE. NO SERVICE SCOPE OF WORK ON THIS PROJECT.
- INDICATES APPROXIMATE LOCATION OF BELL PEDESTAL FOR COMMUNICATION SERVICES.
- INDICATES WALLPACK TO BE MOUNTED AT ELEVATION AS NOTED ON ARCHITECTURAL ELEVATIONS. REFER TO ARCHITECTURAL DRAWINGS.

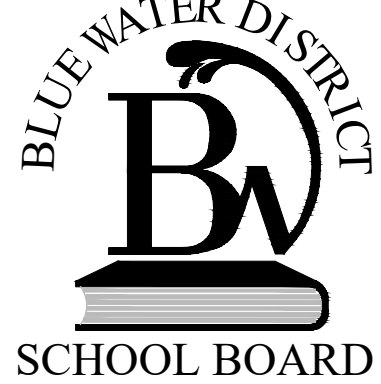
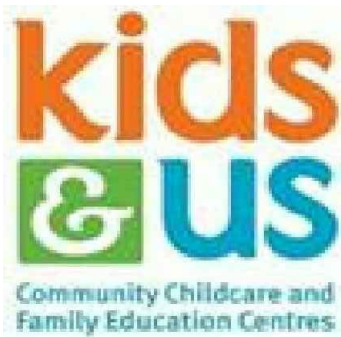


LED LIGHT FIXTURE SCHEDULE

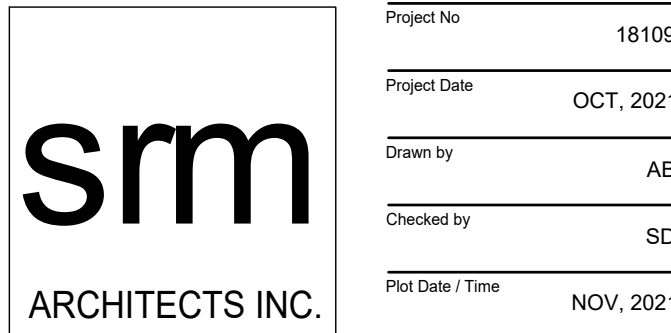
Item	Manufacturer/Catalog Number	Voltage	Lamp	Mounting	Description
E	COOPER CAT. #LD6B-10-D010TR C/W EUB6-1020-80-40 C/W 6LB-M-0-XX-LSKTB6P66 LITHONIA CAT. #LDN6-40-10-L06-AR-LS-120-EZ10 JUNO CAT. #L6-13-40-1-G2-L600P-C-Q-WH-WET LIGHTOLIER CAT. #6RN-P6RDL10840CC2104	120V	LED 1,000 LUMENS 4000K 11W	RECESSED	RECESSED 6" (150mm) DIAMETER LED DOWNLIGHT C/W SELF-FLANGED WIDE BEAM REFLECTOR, SEMI-SPECULAR CLEAR FINISH, WET LOCATION LISTING, AND TRIM FINISH TO SUIT ARCHITECT.
W	COOPER CAT. #XTOR2B-W-XX KEENE CAT. #LPW-16-20-NW-G3-4-120-XX LITHONIA CAT. #MPX1 LED P2 40K 1WVOLT DDBXD	120V	LED 2,103 LUMENS 4000K 18W	SURFACE	COMPLETE CUT OFF TRAPEZOIDAL LED WALLPACK FIXTURE C/W TYPE 3 DISTRIBUTION AND FINISH TO SUIT ARCHITECT. MOUNT FIXTURE AT HEIGHT AS INDICATED ON ARCHITECTURAL ELEVATIONS.
Y	MCGRAW-EDISON CAT. #GLEON-SA1A-740-U-T4FT-XX POLE CAT. #SSA-4-T-12-W	120V	LED 4,909 LUMENS 4000K 34W	SURFACE	POLE MOUNTED DECORATIVE LED FIXTURE C/W EXTRUDED ALUMINUM ENCLOSURE, LOW PROFILE DESIGN, TYPE '4' FORWARD THROW DISTRIBUTION OPTICS, 600mA DRIVER AND 12" (3.66m) POLE. ENTIRE ASSEMBLY SHALL HAVE FINISH TO SUIT ARCHITECT.
Z	MCGRAW-EDISON CAT. #GLEON-SA3A-740-U-5WQ-XX POLE CAT. #SSA-4-T-12-W LITHONIA CAT. #DSX1-LED-P9-40K-TSW-1WVOLT-SPA-DDBXD GARDCO CAT. #P26-48L-700-NW-G2-AR-5W-3-UNV-XX BEACON CAT. #NP-S/L SERIES	120V	LED 14,985 LUMENS 4000K 96W	POLE	POLE MOUNTED DECORATIVE LED FIXTURE C/W EXTRUDED ALUMINUM ENCLOSURE, LOW PROFILE DESIGN, TYPE '5' SQUARE WIDE DISTRIBUTION OPTICS, 600mA DRIVER AND 12" (3.66m) POLE. ENTIRE ASSEMBLY SHALL HAVE FINISH TO SUIT ARCHITECT.
NOTES:					
1 FOR INFORMATION REGARDING EQUAL MANUFACTURERS AND LENS INFORMATION REFER TO SPECIFICATION.					
2 LED LUMEN VALUES QUOTED FOR FIXTURES ARE TO BE CONSIDERED MINIMUM, AND AS ABSOLUTE OR DELIVERED LUMENS, LUMEN VALUES SHOULD NOT EXCEED MORE THAN 10% OF SPECIFIED OUTPUT.					



No.	Date	Revision
2	JAN 14/22	RE-ISSUED FOR SPA
1	NOV 12/21	ISSUED FOR SPA



CHESLEY, ONTARIO
N0G 1L0
Tel: 519-363-2014
Fax: 519-363-3448



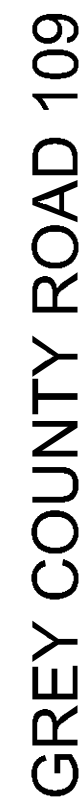
BWDSB
EGREMENT SCHOOL
CHILDCARE

SITE LIGHTING PLAN

Drawing Scale: AS NOTED
Status:

REVIEW
Drawing No. Revision No.

ESL1



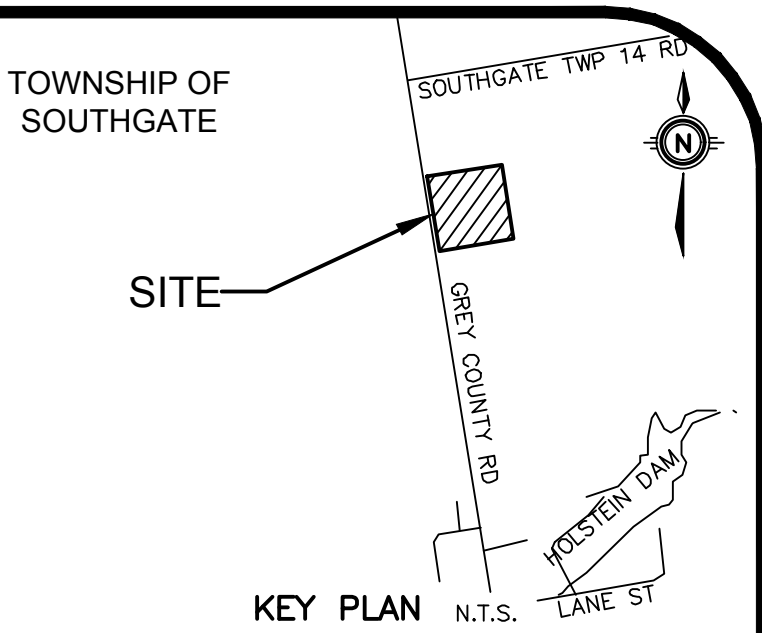
Plan view of the proposed site boundary and existing infrastructure. The diagram shows a rectangular site boundary with a north arrow pointing towards the top right. Key features include:

- Site Boundary:** Indicated by a thick black line.
- Existing Contours:** Shown as curved lines with elevations of 326.00 and 325.00.
- Existing Watermain:** Represented by a line with a cross, labeled "Ex. 200mm W/M".
- Existing Storm Sewer:** Represented by a line with a circle, labeled "Ex. MH".
- Existing Curb:** Represented by a line with diagonal hatching, labeled "Ex. Drop Curb".
- Existing Building:** Represented by a large area with diagonal hatching.
- Existing Fence:** Represented by a line with 'x' marks.
- Existing Man Door:** Represented by a small circle with a cross.

PROPOSED BUILDING

FENCE

SEDIMENT CONTROL FENCE
(SEE DETAIL)



GEODETIC BM	ELEV. = 402.137m
HOLSTEIN CONCRETE HIGHWAY BRIDGE OVER BEATTY SAUGEEN RIVER IN VILLAGE, TABLET IN N. FACE OF S. CONCRETE RETAINING WALL AT E. SIDE OF BRIDGE, 4.02m FROM E. EDGE OF BRIDGE, 1.16m BELOW TOP OF RETAINING WALL.	
SITE BENCHMARK	ELEV. = N/A m
SEE ABOVE.	

DO NOT SCALE DRAWINGS.

CONTRACTORS MUST CHECK AND VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES TO THE ENGINEER BEFORE PROCEEDING WITH THE WORK.

ALL DRAWINGS REMAIN THE PROPERTY OF THE ENGINEER AND SHALL NOT BE REPRODUCED OR REUSED WITHOUT THE ENGINEER'S WRITTEN PERMISSION.

THE OWNER/ARCHITECT/CONTRACTOR IS ADVISED THAT M.T.E. CONSULTANTS INC. CANNOT CERTIFY ANY COMPONENT OF THE SITE WORKS NOT INSPECTED DURING CONSTRUCTION. THE OWNER/ARCHITECT/CONTRACTOR IS REQUESTED TO NOTIFY M.T.E. CONSULTANTS INC. PRIOR TO COMMENCEMENT OF CONSTRUCTION TO ARRANGE FOR INSPECTION.

1. PROPERTY—LINE IS APPROXIMATE ONLY.
2. PLAN TO BE READ IN CONJUNCTION WITH "TERTIARY DESIGN REPORT WASTEWATER TREATMENT AND DISPOSAL SYSTEM" (MTE, JUNE. 11/21).

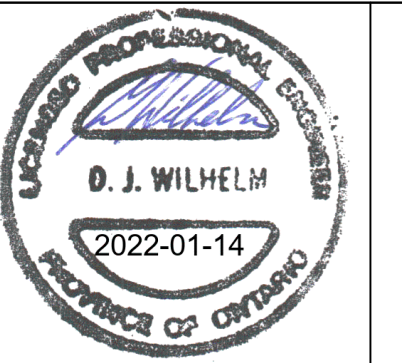
8.			
7.			
6.	REISSUED FOR SPA	DJW	JAN. 14/22
5.	ISSUED FOR PERMIT	DJW	DEC. 15/21
4.	ISSUED FOR SPA	DJW	NOV. 12/21
3.	ISSUED FOR ECA APPLICATION	DJW	JUNE. 11/21
2.	ISSUED FOR PRE-CONSULTATION	DJW	NOV. 02/18
1.	ISSUED FOR INFORMATION	LXS	SEPT. 10/18
No.	R E V I S I O N	BY	DATE



Engineers, Scientists, Surveyors

(519) 743-6500

www.mte85.com



CLIENT

SRM ARCHITECTS INC.

279 KING STREET WEST SUITE 200	KITCHENER
PROJECT	
EGREMONT COMMUNITY SCHOOL	
NEW CHILDCARE FACILITY	
GREY ROAD 109	HOLSTEIN; SOUTHGATE

PROPOSED ON-SITE WASTEWATER SYSTEM

Project Manager A.TCHOUMATCHEV	Project No. 44550-100
Design By	Checked By
Drawn By AXB	Checked By JRS/SCG
Surveyed By MTE/OLS	Drawing No. C3.1
Date Oct.21/21	
Scale 1:400	Sheet 2 of 3



Drawing #8 Dated March 16, 2022

CONSTRUCTION NOTES AND SPECIFICATIONS

1. GENERAL
- 1.1. THIS PLAN NOT FOR CONSTRUCTION UNTIL SIGNED AND SEALED BY ENGINEER AND APPROVED BY THE LOCAL MUNICIPALITY.
- 1.2. THIS PLAN IS TO BE USED FOR SERVICING AND GRADING ONLY; ANY OTHER INFORMATION SHOWN IS FOR ILLUSTRATION PURPOSES ONLY. THIS PLAN MUST NOT BE USED TO SITE THE PROPOSED BUILDING.
- 1.3. NO CHANGES ARE TO BE MADE WITHOUT THE APPROVAL OF THE DESIGN ENGINEER.
- 1.4. THIS PLAN NOT TO BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE PERMISSION OF MTE CONSULTANTS INC.
- 1.5. PRIOR TO CONSTRUCTION, THE CONTRACTOR MUST:

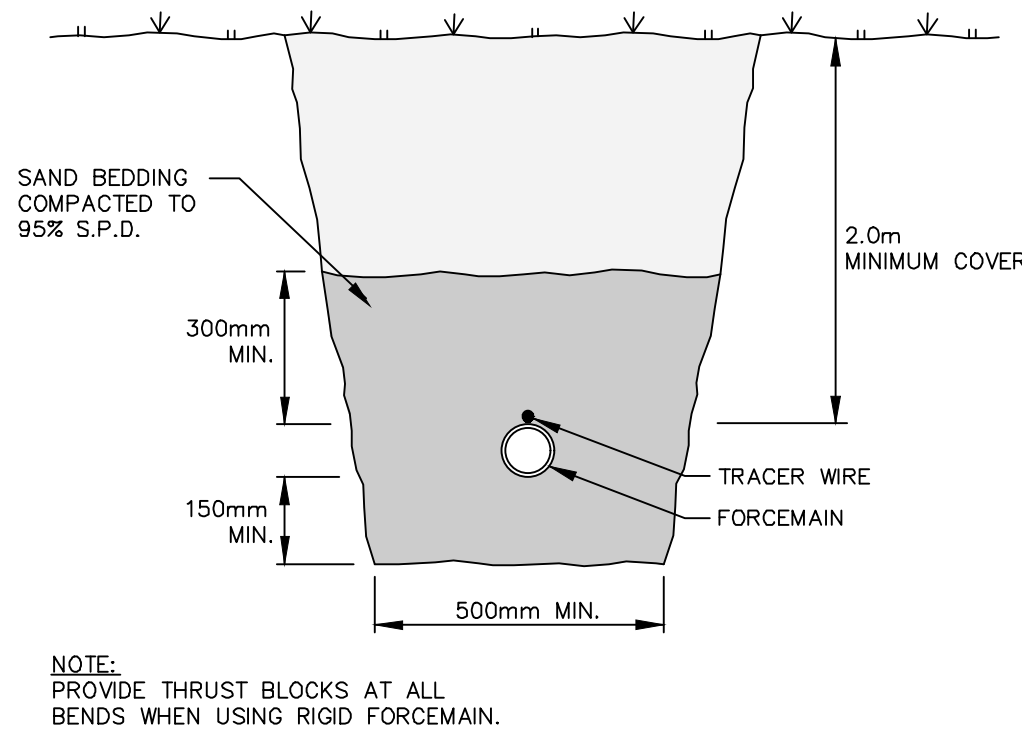
1.5.1. CHECK AND VERIFY ALL EXISTING CONDITIONS, LOCATIONS AND ELEVATIONS WHICH INCLUDES BUT IS NOT LIMITED TO THE BENCHMARK ELEVATIONS, EXISTING SERVICE CONNECTIONS AND EXISTING INVERTS. REPORT ALL DISCREPANCIES TO THE ENGINEER PRIOR TO PROCEEDING.

1.5.2. OBTAIN ALL UTILITY LOCATES AND REQUIRED PERMITS AND LICENSES.

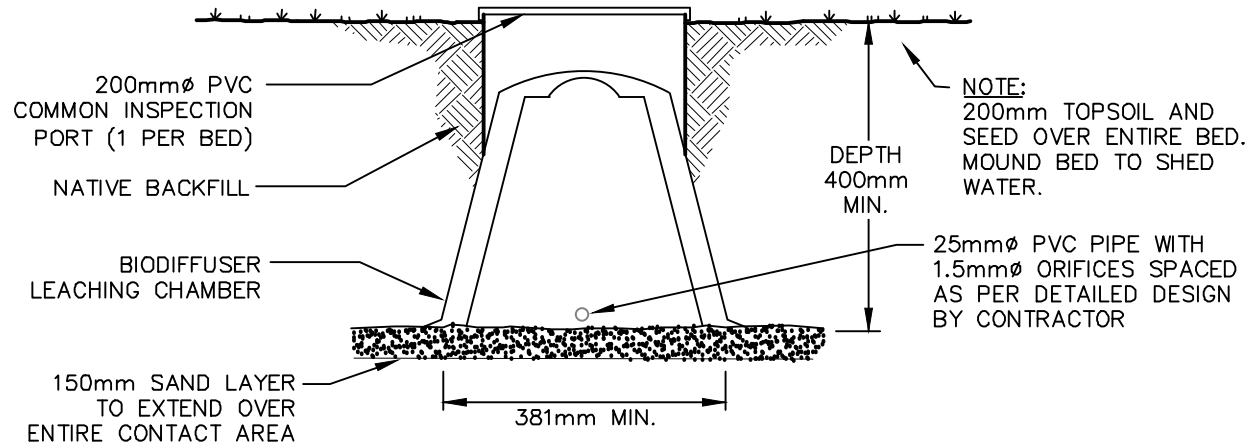
1.5.3. CONFIRM ALL DRAWINGS USED FOR CONSTRUCTION ARE OF THE MOST RECENT REVISION.
- 1.6. THE CONTRACTOR SHALL ASSUME ALL LIABILITY FOR ANY DAMAGE TO EXISTING WORKS.
- 1.7. ALL WORKS ON A MUNICIPAL RIGHT-OF-WAY WILL BE INSTALLED BY MUNICIPALITY UPON APPLICATION BY OWNER AT OWNER'S EXPENSE. THE CONTRACTOR IS TO MAKE CONNECTION TO THE SERVICES AND RESTORE ALL AFFECTED PROPERTY TO ORIGINAL CONDITION. THE CONTRACTOR IS RESPONSIBLE FOR RESTORATION OF ALL BOULEVARD AREAS.
- 1.8. ALL UNDERGROUND SERVICES ARE TO BE CONSTRUCTED IN FULL COMPLIANCE WITH THE ONTARIO PROVINCIAL BUILDING CODE (PART 7, PLUMBING), THE ONTARIO PROVINCIAL STANDARD SPECIFICATIONS (OPSS) AND IN COMPLIANCE WITH LOCAL APPLICABLE CODES AND REGULATIONS, WHICH CODES AND REGULATIONS SHALL SUPERSEDE ALL OTHERS.
- 1.9. CONTRACTOR IS RESPONSIBLE FOR CONTACTING ENGINEER 48 HRS PRIOR TO COMMENCING WORK TO ARRANGE FOR INSPECTION. ENGINEER TO DETERMINE DEGREE OF INSPECTION AND TESTING REQUIRED FOR CERTIFICATION OF UNDERGROUND SERVICE INSTALLATION AS MANDATED BY ONTARIO BUILDING CODE, DIVISION C, PART 1, SECTION 1.2.2. GENERAL REVIEW. FAILURE TO NOTIFY ENGINEER WILL RESULT IN EXTENSIVE POST CONSTRUCTION INSPECTION AT CONTRACTORS EXPENSE.
- 1.10. PLAN TO BE READ IN CONJUNCTION WITH MTE DESIGN REPORT (JUNE 11/21)
- 1.11. EXISTING TOPOGRAPHIC INFORMATION TAKEN FROM PLAN PREPARED BY MTE CONSULTANTS INC., AUGUST 03 2018.
- 1.12. CONTRACTOR TO INSTALL EROSION CONTROL MEASURES AS SHOWN PRIOR TO CONSTRUCTION AND MAINTAIN IN GOOD CONDITION UNTIL CONSTRUCTION IS COMPLETED AND VEGETATIVE COVER IS ESTABLISHED.
- 1.13. SITE SERVICING CONTRACTOR TO TERMINATE ALL SERVICES 1.0 METER FROM FOUNDATION WALL.
- 1.14. FILTER FABRIC TO BE TERRAFIX 200R OR APPROVED EQUIVALENT.
- 1.15. MAXIMUM GRASSED SLOPE TO BE 3:1. SLOPES GREATER THAN 3:1 TO BE LANDSCAPED WITH LOW MAINTENANCE GROUND COVER.
- 1.16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC AND SAFETY MEASURES DURING THE CONSTRUCTION PERIOD INCLUDING THE SUPPLY, INSTALLATION AND REMOVAL OF ALL NECESSARY SIGNALS, DELINEATORS, MARKERS, AND BARRIERS. ALL SIGNS, ETC. SHALL CONFORM TO THE STANDARDS OF THE LOCAL MUNICIPALITY AND THE MTO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- 1.17. THE POSITION OF POLE LINES, CONDUITS, WATERMAINS, SEWERS AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS, AND, WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED. BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.
- 1.18. CONTRACTOR TO MAINTAIN A 'CONFINED TRENCH CONDITION' IN ALL SEWER AND SERVICE TRENCHES.
2. EROSION AND SEDIMENT CONTROL
- 2.1. CONTRACTOR TO INSTALL EROSION CONTROL MEASURES AS SHOWN PRIOR TO CONSTRUCTION AND MAINTAIN IN GOOD CONDITION UNTIL CONSTRUCTION IS COMPLETED AND VEGETATIVE COVER IS ESTABLISHED.
- 2.2. ALL SILT FENCING TO BE INSTALLED PRIOR TO ANY AREA GRADING, EXCAVATING OR DEMOLITION COMMENCING.
- 2.3. EROSION CONTROL FENCING TO BE INSTALLED AROUND BASE OF ALL STOCKPILES.
- 2.4. EROSION PROTECTION TO BE PROVIDED AROUND ALL STORM AND SANITARY MHS AND CBS.
- 2.5. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AS SITE DEVELOPMENT PROGRESSES. CONTRACTOR TO PROVIDE ALL ADDITIONAL EROSION CONTROL STRUCTURES.
- 2.6. EROSION CONTROL STRUCTURES TO REMAIN IN PLACE UNTIL ALL DISTURBED GROUND SURFACES HAVE BEEN RESTABILIZED.
- 2.7. NO ALTERNATE METHODS OF EROSION PROTECTION SHALL BE PERMITTED UNLESS APPROVED BY THE ENGINEER AND THE DEPARTMENT OF PUBLIC WORKS.
- 2.8. CONTRACTOR TO CLEAN ROADWAY AND SIDEWALKS OF SEDIMENTS RESULTING FROM CONSTRUCTION TRAFFIC FROM THE SITE EACH DAY.
3. MAINTENANCE RECOMMENDATIONS
- 3.1. REMOVE SEDIMENT AND CONTAMINANTS ANNUALLY AND REINSTATE STORM WATER MANAGEMENT FACILITY ACCORDING TO THE DESIGN OUTLINED ON THIS PLAN.
- 3.2. EROSION CONTROL STRUCTURES TO BE MONITORED REGULARLY AND ANY DAMAGE REPAIRED IMMEDIATELY. SEDIMENTS TO BE REMOVED WHEN ACCUMULATIONS REACH A MAXIMUM OF 1/3 THE HEIGHT OF THE FENCE.
- 3.3. OWNER'S REPRESENTATIVE TO MONITOR EROSION CONTROL STRUCTURES TO ENSURE FENCING IS INSTALLED AND MAINTENANCE IS PERFORMED TO TOWNSHIP REQUIREMENTS.

ADDITIONAL NOTES

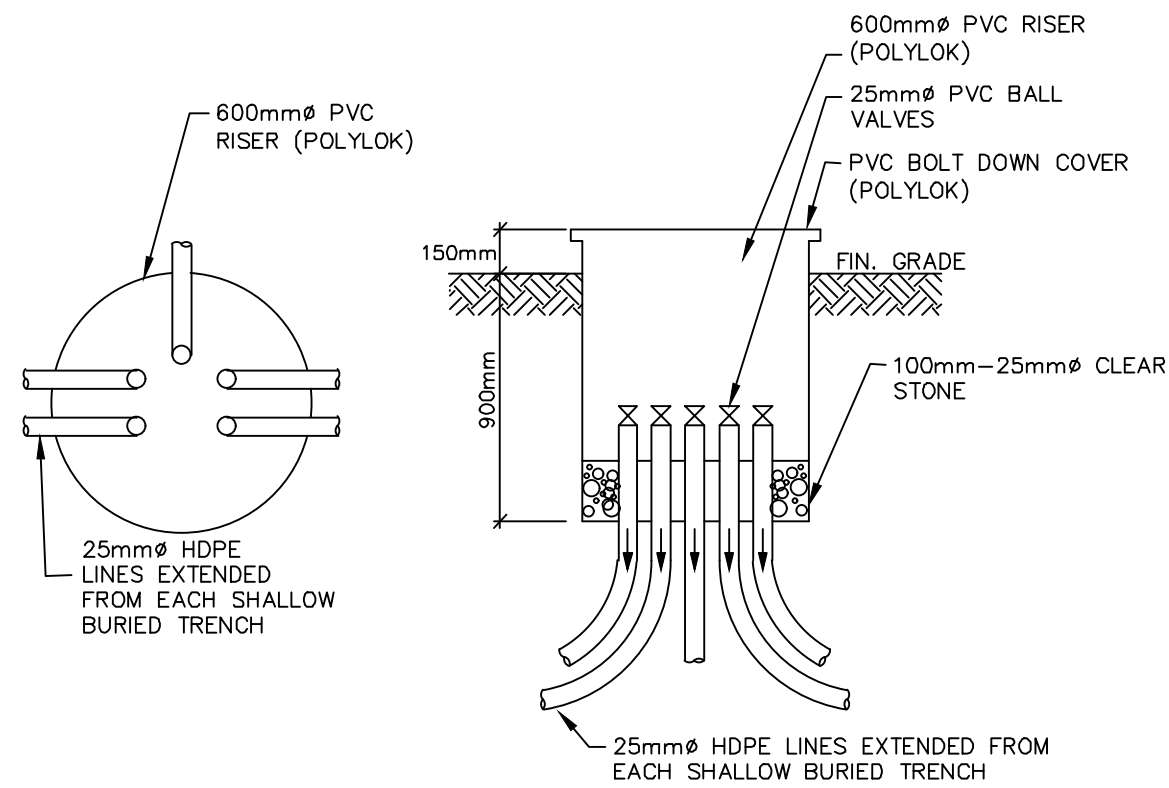
- 1.0 GENERAL
- 1.1 ALL WORK TO BE PERFORMED IN ACCORDANCE WITH THE MOST RECENT REVISION OF THE ONTARIO BUILDING CODE.
- 1.2 THE SEPTIC TANK MUST CONFORM WITH THE ONTARIO BUILDING CODE, DIVISION B, PART 8, SECTION B.5.2.1 AND BE APPROVED BY THE ONTARIO BUILDING CODE FOR INSTALLATION. TANKS MUST BE RATED FOR TRUCK LOADING AS APPROVED BY ENGINEER.
- 1.3 FINAL LOCATION AND ELEVATION OF ALL WORKS TO BE ESTABLISHED ON-SITE BY THE ENGINEER.
- 1.4 THE CONTRACTOR SHALL ASSUME ALL LIABILITY FOR ANY DAMAGE TO EXISTING WORKS.
- 1.5 CONTRACTOR TO ARRANGE FOR ENGINEER/HEALTH UNIT INSPECTIONS OF SYSTEM. THREE (3) INSPECTIONS REQUIRED AS PER SEWAGE SYSTEM INSPECTIONS SCHEDULE.
- 2.0 PIPING
- 2.1 FORCEMAIN SHALL BE DR-17 HDPE PIPE COMPLETE WITH FUSED JOINTS. APPROVED ALTERNATIVE: SDR26 PVC PIPE WITH BELL AND SPIGOT JOINTS (PEX CYCLE-TOUGH).
- 3.0 TANKS
- 3.1 PRECAST CONCRETE TANKS, INSTALLED AND LEVELLED AS PER MANUFACTURER'S SPECIFICATIONS, ELEVATION SET TO RECEIVE GRAVITY DRAINAGE (MINIMUM 1.0% SLOPE) FROM BUILDING SEWER.
- 3.2 EXTEND ALL ACCESS HATCHES TO GRADE WITH MINIMUM 900mm DIAMETER. PRECAST CONCRETE RISER COMPLETE WITH CONCRETE LID, GROUT SEAL, ALL PIPING CONNECTIONS AND RISER JOINTS WITH NON-SHRINK GROUT. MINIMUM DEPTH OF COVER ABOVE TOP OF TANK TO BE 300mm
- 3.4 COVER SHALL BE SOLID CAST IRON MANHOLE FRAME AND COVERS WITH NO OPENINGS.
- 4.0 PUMPS
- 4.1 PUMP CONTROL PROGRAMMING AND ELECTRICAL EQUIPMENT BY WASTEWATER CONTRACTOR. PROVISION OF ALL CONTROL WIRING AND POWER WIRING FROM BUILDING TO PUMPS INCLUDING PROVISION OF DISCONNECT BY WASTEWATER CONTRACTOR. DISCONNECT SHALL BE LOCATED ON EEMAC 4 LOCKABLE PANEL ON EXTERIOR OF BUILDING.
- 4.2 POWER SUPPLY TO DISCONNECT BY GENERAL CONTRACTOR'S ELECTRICAL SUB-CONTRACTOR. CONTROL WIRING AND CONTROL PANEL BY WASTEWATER CONTRACTOR.
- 4.3 TWO (2) OF EACH SUBMERSIBLE EFFLUENT PUMPS SHALL BE PROVIDED. PUMPS SHALL ALTERNATE DUTY WITH ONE (1) PUMP BEING FULLY REDUNDANT.
- 4.4 DUPLEX ALTERNATING CONTROL SYSTEM WITH ON/OFF/HIGH LEVEL FLOAT SWITCHES, DATA LOGGER FOR PUMP RUN TIMES AND ALARM EVENTS, VISUAL AND AUDIBLE ALARM SIGNALS. ALL SYSTEM CONTROLS AND ALARMS ARE REQUIRED. COMPLETE WITH ALARM SILENCER BUTTON. PROVIDE EYS FITTINGS PER ELECTRICAL CODE. PUMP TO BE TIMER OPERATED ON A THREE FLOAT SYSTEM. LOWER FLOAT IS TIME OFF/PUMP OFF, MIDDLE FLOAT IS TIME ON, HIGH FLOAT IS HIGH LEVEL ALARM AND PUMP ON. ADJUSTABLE TIMER SET TO RUN PUMP A VARIABLE NUMBER OF MINUTES (IE 10 MINUTES PER HOUR). FINAL TIMER AND FLOAT LEVEL SETTINGS TO BE ESTABLISHED BY ENGINEER.
- 5.0 T-BARS
- 5.1 PROVIDE STEEL T-BARS (4No's), 1.2m LONG DRIVEN VERTICALLY TO 0.15m BELOW GROUND SURFACE AT ALL CORNERS OF DISPOSAL BED AS PER OBC B.7.2.2 FOR SUB SURFACE DETECTION.



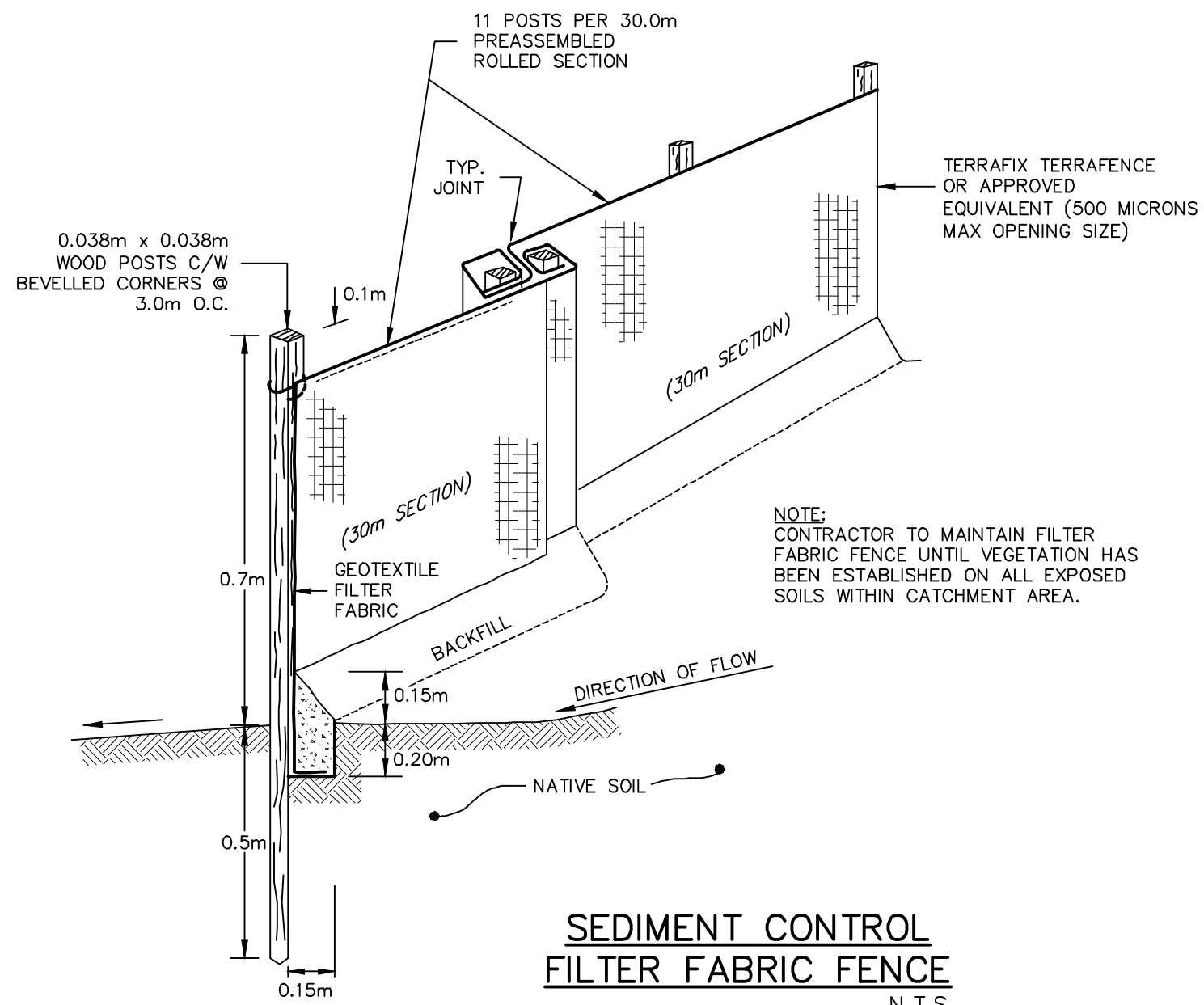
FORCEMAIN BEDDING DETAIL
N.T.S.



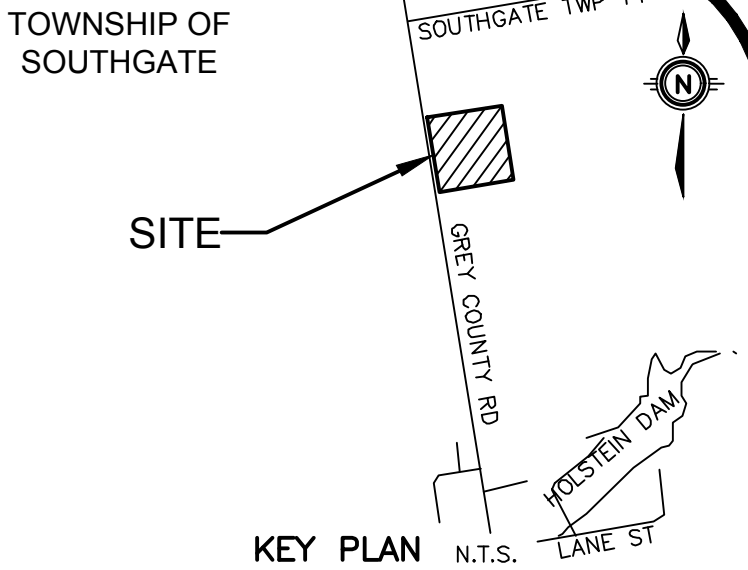
SHALLOW BURIED TRENCH DETAIL
N.T.S.



INSPECTION CHAMBER
N.T.S.



SEDIMENT CONTROL
FILTER FABRIC FENCE
N.T.S.



GEODETIC BM ELEV. = 402.137m
HOLSTEIN CONCRETE HIGHWAY BRIDGE OVER BEATTY SAUGVEN RIVER IN VILLAGE, TABLE IN N. FACE OF S. CONCRETE RETAINING WALL AT E. SIDE OF BRIDGE, 4.02m FROM E. EDGE OF BRIDGE, 1.16m BELOW TOP OF RETAINING WALL.

SITE BENCHMARK ELEV. = N/A
SEE ABOVE.

NOTE TO CONTRACTOR :
DO NOT SCALE DRAWINGS.
CONTRACTORS MUST CHECK AND VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES TO THE ENGINEER BEFORE PROCEEDING WITH THE WORK.

ALL DRAWINGS REMAIN THE PROPERTY OF THE ENGINEER AND SHALL NOT BE REPRODUCED OR REUSED WITHOUT THE ENGINEER'S WRITTEN PERMISSION.

THE OWNER/ARCHITECT/CONTRACTOR IS ADVISED THAT M.T.E. CONSULTANTS INC. CANNOT CERTIFY ANY COMPONENT OF THE SITE WORKS NOT INSPECTED DURING CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO NOTIFY M.T.E. CONSULTANTS INC. PRIOR TO COMMENCEMENT OF CONSTRUCTION TO ARRANGE FOR INSPECTION.

8.			
7.			
6.	REISSUED FOR SPA	DJM	JAN. 14/22
5.	ISSUED FOR PERMIT	DJM	DEC. 15/21
4.	ISSUED FOR SPA	DJM	NOV. 12/21
3.	ISSUED FOR ECA APPLICATION	DJM	JUNE. 11/21
2.	ISSUED FOR PRE-CONSULTATION	DJM	NOV. 02/18
1.	ISSUED FOR INFORMATION	LXS	SEPT. 10/18
No.	REVISION	BY	DATE



Engineers, Scientists, Surveyors

(519) 743-6500 www.mte85.com



CLIENT
SRM ARCHITECTS INC.
279 KING STREET WEST SUITE 200 KITCHENER
PROJECT
EGREMONT COMMUNITY SCHOOL
NEW CHILDCARE FACILITY
GREY ROAD 109 HOLSTEIN, SOUTHGATE

DETAILS
AND
NOTES PLAN

Project Manager A.TCHOUMATCHEV	Project No. 44550-100
Design By	Checked By
Drawn By AXB	Checked By JRS/SCG
Surveyed By MTE/OLS	Drawing No.
Date Oct.21/21	C3.2
Scale AS NOTED	Sheet 3 of 3



Drawing #9 Dated March 16, 2022

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 PL2022-016

Title of Report: PL2022-016 County Planning Delegation of Authority
Department: Clerks
Branch: Planning Services
Council Date: March 16, 2022

Recommendation:

Be it resolved that Council receive Staff Report PL2022-016 for information; and That the Township of Southgate supports the approval authority for Plans of subdivision, Plans of Condominium, Draft Plan extensions, Part Lot control and condominium remaining with the County of Grey.

Background:

The County of Grey planning department presented a report to the Committee of the whole on February 24, 2022 which is attached as attachment #1 to this report.

The report provides a very detailed review of County planning services and approvals that could be downloaded or delegated to the lower tiers. It ultimately recommends that if lower tier municipalities would like to have the delegated authority to approve plans of subdivision, plans of Condominium, part lot control approvals and condo exemptions, that a motion by council be forwarded on to the County requesting the delegated authority. It then goes on to recommend that a memorandum of understanding between the County and lower tier be created outlining the criteria for the delegated authority approvals.

Staff Comments:

The proposal does offer more autonomy for lower tier municipalities to approve their own developments provided they comply with the County Official Plan.

It does not provide much in the way of cost analysis for a number of reasons outlined in the report. Township staff believe that there is actually very little in the way of savings with the gaining of this approval authority. The preparation and review work still has to be done, but now it will be done by Municipal staff. In some cases, with staff capacity already near its limit, additional staff would need to be hired to complete the preparation and review of the work. Therefore, it would be a savings at the County level and actually a cost increase at the local level in terms of staff time and potentially additional staff.

The capacities and work load of various planning departments vary throughout the County as well. The Town of the Blue Mountains has a large number of staff as well as a high number development applications. On the other hand, a municipality like Chatsworth, has no full time planning staff and has very little in the way of new

development by comparison to other municipalities. Delegation of Authority for Chatsworth would make little sense whereas a municipality like the Blue mountains it might make more sense.

In staffs' opinion, the County Planning departments provides an important function that is not considered fully. The County provides an important oversight and review of development applications. For smaller municipalities who either do not have a planning department or have limited staff, the review by the County helps them by having that task done by someone else. Larger municipalities with 3 and 4 dedicated planning staff may find it easier to do the work themselves but smaller municipalities struggle to meet the demands of development.

Without the review by the County, the processing of the applications would take longer at the Local level to ensure good planning is being achieved.

Concluding Comments: Based on the above it is recommended that Council receive this staff report for information and that County planning continue to provide approval and review services to the Township of Southgate.

Respectfully Submitted,

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



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

Attachments:

1. County Report PDR-CW-07-22

To:	Warden Hicks and Members of Grey County Council
Committee Date:	February 24, 2022
Subject / Report No:	PDR-CW-07-22 / Delegating Planning Approvals and Streamlining the Development Process
Title:	Delegation of Planning Approvals and Process Efficiencies
Prepared by:	Grey County Planning Staff
Reviewed by:	Randy Scherzer
Lower Tier(s) Affected:	All Municipalities in Grey County
Status:	Recommendation adopted by Committee as presented per Resolution CW37-22;

Recommendation

1. That Report PDR-CW-07-22 regarding the delegation of planning approvals and process efficiencies, be received; and
2. That staff be directed to share the report with member municipalities in Grey County; and
3. That any municipality seeking delegated planning approvals for subdivisions, condominiums, condominium exemptions, and/or part lot control submit a motion from municipal council indicating their request for additional planning approval responsibilities; and
4. Should a request for delegation of the above-noted planning approvals be received, that County staff be directed to prepare a memorandum of understanding, in consultation with municipal staff, containing criteria discussed in this report, with respect to delegating approval, for consideration by County and Municipal Councils; and
5. That regardless of any delegation requests, that staff be directed to move forward with further improvements to the planning process, to streamline the timing of approvals, and minimize any duplication of efforts.

Executive Summary

The County currently approves plans of subdivision, condominium, condominium exemption, and part lot control applications for all municipalities except the City of Owen Sound, who

retained this ability when they re-joined the County. Based on a request from the Town of The Blue Mountains, and direction from County Council, staff have prepared this report examining the possibility of delegating subdivision, condominium, condominium exemption, and part lot control approvals to interested member municipalities. To inform this report, staff have surveyed municipal staff, municipal/County Councils, developers, consultants, and neighbouring counties with respect to this topic. Staff have also discussed the matter with staff from the Ministry of Municipal Affairs and Housing. This report provides some background and recommendations for how delegation requests could be considered, as well as improvements that could be considered to the planning process to streamline approvals and minimize opportunities for duplication of efforts. Staff are recommending that any such delegation request for subdivision, condominium, condominium exemption, and part lot control approvals be done by request only on an individual municipal basis, subject to criteria outlined in this report.

Background and Discussion

On October 8th, 2020, the Grey County Committee of the Whole supported the following motion, which was later endorsed by County Council on October 22, 2020.

“CW178-20 That the correspondence from the Town of the Blue Mountains requesting approval authority from the County of Grey for certain planning matters be received; and

That staff bring forward a report on the considerations of Grey County transferring delegated authority to the Town of The Blue Mountains for plans of subdivision, plans of condominium, condominium exemptions and part lot control; and

That the staff report also include a review of the current planning processes county-wide and exploration of other options which may identify further efficiencies within the overall planning process and costs associated with those.”

County planning staff have been delayed in bringing this report forward based on workloads, staff shortages, and some other factors to be explored later in this report. In preparing this report, County staff undertook the following steps:

- researched the legislative authority to delegate planning approvals,
- researched other counties’ approaches to planning services,
- had discussions with Ministry of Municipal Affairs and Housing (MMAH) staff,
- had discussions with municipal planning staff from across Grey County, and
- surveyed the following groups:
 - municipal staff,
 - neighbouring counties,
 - municipal and County Councillors, and
 - developers, private planners, and consulting engineers.

Planning approval responsibilities have shifted over the years. The County has had certain responsibilities delegated to the County from the Province (e.g. subdivision approval), and the County has delegated some responsibilities to member municipalities (e.g. consent approval). The County only became the approval authority for subdivisions and condominiums in the late 1990’s. When the Province delegated that authority to the County, County staff received hard copy files of all subdivision and condominium applications currently in process or in varying

stages of approval (i.e. some had draft approval and others were still in process pre-draft approval). The ability to grant consents used to be at the County level, with the County Land Division Committee, but that was delegated back to municipalities around the time of amalgamation. Any delegation requests related to subdivision, condominium, condominium exemption, and part lot control applications will need to also consider what happens to existing development applications in varying stages of approval. This matter will be discussed in the Delegation of Planning Approvals section of this report.

Current planning approval responsibilities within the County are outlined in Table 1 below.

Municipality	Delegated Planning Approvals
Township of Chatsworth	Consents, minor variances, site plans, zoning by-laws, and zoning by-law amendments (ZBLAs)
Township of Georgian Bluffs	Consents, minor variances, site plans, zoning by-laws, and ZBLAs
Municipality of Grey Highlands	Consents, minor variances, site plans, zoning by-laws, and ZBLAs
Town of Hanover	Consents, minor variances, site plans, zoning by-laws, and ZBLAs
Municipality of Meaford	Consents, minor variances, site plans, zoning by-laws, and ZBLAs
City of Owen Sound	Consents, minor variances, site plans, plans of subdivision / condominium, part lot control, zoning by-laws, ZBLAs, and municipal official plan amendments (OPAs) except five/ten-year reviews or boundary expansions
Township of Southgate	Consents, minor variances, site plans, zoning by-laws, and ZBLAs
Town of The Blue Mountains	Consents, minor variances, site plans, zoning by-laws, and ZBLAs
Municipality of West Grey	Consents, minor variances, site plans, zoning by-laws, and ZBLAs
County of Grey	Plans of subdivision / condominium / part lot control except in the City of Owen Sound, municipal official plans, municipal OPAs except for some in the City of Owen Sound, and County OPAs except five/ten-year reviews

Table 1: Existing Planning Approval Authorities

Approval authority responsibility is generally standardized across the County, except for the City of Owen Sound. The City used to be a separated municipality and when they re-joined the County they retained the ability to approve plans of subdivision, condominium, and part lot control. The City also had the ability to approve some municipal OPAs delegated to them via regulation from the province.

It is important to further note that aside from approval authority functions, the County also has delegated roles from the province with respect to municipal planning operations. For example, under the province's 'One Window' and 'Municipal Plan Review' functions, the County acts on behalf of the province in reviewing municipal planning policies and development applications (i.e. the County is to be ensuring that documents not only conform to the County Official Plan, but are also consistent with the Provincial Policy Statement, and have regard for matters of Provincial interest under the *Planning Act*).

The County is also legislatively required to have a County Official Plan, whereas municipalities may choose to have a municipal official plan but are not required to do so.

Table 2 below summarizes the current planner positions at each municipality and the County (as of February 1st, 2022). These planning positions do not include other related support staff such as administrative assistants, coordinators, or GIS [geographic information systems] staff. In many cases, the working directors also have a broader role than just planning, including community services, building departments, and/or by-law enforcement, and as such may not be spending as much time on planning matters.

Municipality	Number of Planners On-Staff
Township of Chatsworth	No full-time planners on-staff, one consulting planner approximately one day per week
Township of Georgian Bluffs	Two planners, one planning position is currently vacant
Municipality of Grey Highlands	Two planners, including a working director
Town of Hanover	No full-time planners on-staff, planning is handled by the Director of Development/Chief Building Official (CBO) and consulting planners as needed
Municipality of Meaford	Three – four planners, including a working director, one planning position is currently vacant
City of Owen Sound	Four planners, including a working director
Township of Southgate	One planner
Town of The Blue Mountains	Six planners, including a working director, one planning position is currently vacant
Municipality of West Grey	One planner

County of Grey	Five planners, including the Deputy CAO, one planning position is currently vacant
----------------	--

Table 2: Planning Resources at the Municipal Level

What is the Current County Approvals Process?

Currently the main development application types approved by the County are;

1. Draft approvals of plans of subdivision and plans of condominium,
2. County OPAs,
3. Municipal OPAs, and
4. Final approval of plans of subdivision and plans of condominium.

Most typically items 1 – 3 are also accompanied by municipal applications such as zoning amendments, consents, or site plan control. Staff would however note that this is not always the case, such as a subdivision in a pre-zoned area, or a subdivision where the lands are still under development control in the Niagara Escarpment Plan. Item 4 is generally not discussed in this report as it is a staff delegated approval at the County and does not require any public process or agency circulation. County staff are often more ‘hands on’ for items 1 – 2 above. A typical order of events for items 1 – 2 is as follows.

Subdivisions, Condominiums and County Official Plan Amendments

- a) **Pre-submission Consultation** – Joint pre-submission consultation meeting or development review meeting between the County, municipality, and developer. Often parties such as conservation authorities or the Niagara Escarpment Commission are also at these meetings. This would typically be followed by a letter or email back to the developer indicating what studies will be needed to support their development applications.
- b) **Application Submission and Deeming Complete** – Applications are submitted to both levels of government simultaneously. Staff at the municipal and County levels confer with one another to determine if the applications are complete or not. If complete, a joint notice between the County/municipality is issued. If incomplete, an email/letter is sent to the developer indicating any missing items for the application to be complete. These joint notices are coordinated between County and municipal staff. In some cases, the mailings are done from the County, and in other cases mailings are done by the municipality. A sign is also ordered for the property advising neighbours of the application. In more recent years it is often the County ordering and installing this sign from the County’s sign shop, but sometimes that is done at the municipal level. Some municipalities also place advertisements in local newspapers.
- c) **Development Review Phase** – In the development review phase, one of the key elements is determining whether peer reviews are needed for any of the technical studies. Where such a peer review is needed, it’s only done at one level of government, either the County or the municipality, but the results of the peer review serve the needs of both parties. Staff between the two levels of government discuss who should issue the

peer review. Some municipalities have consultants on retainer that they use for all their peer reviews, whereas others proceed on a case-by-case basis through a competitive bidding process. Where municipalities already have a consultant retained, County staff would defer to the municipal peer reviewer. Where a competitive bidding process is required, either the County or the municipality would issue a request for quotations (RFQ), to collect bids on the peer review, with the lowest compliant bidder being awarded the project. The RFQ process typically takes 2 – 3 weeks to award.

- d) **Public Meetings** – If a notice of public meeting was not sent in tandem with the notice of complete application, a public meeting notice would be sent. If there are municipal and County applications proceeding in concert with one another, all planning applications would be addressed at one public meeting. The only notable exception to this rule is where there's an accompanying consent or minor variance application. These applications go to the Committee of Adjustment versus having a public meeting in front of municipal council or a planning committee. The public meetings between a plan of subdivision or condominium and a County official plan amendment also have one key procedural difference as follows:
- i) Plans of subdivision/condominium – the County has delegated the hosting of such public meetings to municipalities to help streamline the process, such that it's solely a municipal meeting and County Council representation is not required at such meetings. County Planning staff would still attend the public meeting and assist with answering any questions that may arise. Minutes for these meetings are taken by municipal staff and shared with the County after the meeting.
 - ii) County OPAs – these are joint public meetings if there is a related municipal application. At least one representative from County Council is required at these meetings. Most typically this would be the mayor or deputy mayor from the host municipality who would act on behalf of both the County and the municipality at the meeting. Where both the mayor or deputy mayor are absent, it defaults to the Warden, and/or his/her designate. County Planning staff attend these meetings and also take minutes at the meetings. Notice for these meetings could either be given by the municipality or the County.

Public meetings for development applications, whether for a plan of subdivision, condominium, or County OPA, are always held at a local council, committee of the whole, or local planning committee meeting, depending on the preference of the host municipality, unless the County OPA is a County initiated amendment such as a housekeeping County OPA. In person meetings, in the host municipality, make it easier for local residents to attend. Even with virtual meetings being held throughout the pandemic, these meetings have continued to be held in concert with local meetings to help streamline the process.

County staff coordinate the mailings, updating the development sign on the property, summarizing public comments, and presentation materials at the meeting with municipal staff. In some cases, this is led by the County and in other cases it's led by the municipality. Often times the decision on who will take the lead in these instances is based on current workloads and staffing levels (i.e., either party volunteering to help the other if they are short staff or overloaded with work).

- e) **Comment Review and Response** – Responding to public or agency comments, or booking further meetings with the developer, ahead of any final recommendations is typically done by either County or municipal staff. For municipalities that have a regimented development review committee this may be done through those committees, or for municipalities that operate on a more ad hoc basis, this could be done by either the County or municipality depending on the nature of the comments.
- f) **Staff Recommendations** – Final recommendations to the County Committee of the Whole are never made without first having input from the member municipality. Some municipalities have delegated this ‘input’ to staff, whereas others require a report through their local council, committee of the whole, or local planning committee meeting to endorse the staff recommendation ahead of sharing it with the County. In the case of a County official plan amendment, it’s typically either support or non-support for the amendment. In the case of plans of subdivision/condominium this ‘input’ takes the form of recommended draft plan conditions, which most typically require the endorsement from their local council, committee of the whole, or local planning committee.
- g) **Notice of Decision** – Final notice of decision is given by whichever body made the decision i.e., for a zoning amendment municipal staff would issue that notice, whereas for a subdivision (outside of the City of Owen Sound), County staff would issue that notice.
- h) **Appeals** – Should a development be appealed, County and municipal staff would be guided by their respective appeal protocols. Some municipalities, including the County, do not participate in a tribunal hearing where an approval decision has been appealed by a neighbour. However, there are some municipalities who choose to participate in any tribunal hearing where a local decision has been appealed. County and municipal staff both tend to participate where there is the appeal of a non-decision of Council. There are instances where County and municipal staff have shared legal resources at such hearings, and there are other instances where our respective legal counsels have advised against it, based on the possibility for divergent opinions.

County staff would however note that with the changes to the *Planning Act* that no longer permit a member of the public to appeal a plan or subdivision or condominium, there is less likelihood of appeals being submitted on County applications. Members of the public can still participate in the appeal of a non-decision on a plan or subdivision or condominium. Members of the public can also appeal the decision relating to a County OPA (with some exceptions as per the *Planning Act*), or related applications to a plan or subdivision or condominium, such as a ZBLA.

Municipal Official Plan Amendments

Municipal OPAs under item 3 above, are generally treated the same as a County OPA or plan or subdivision or condominium, only if they run in tandem with one of those applications. However, where a municipal OPA does not also require the processing of a County OPA or plan or subdivision or condominium, it can take a different process to the above. For example, if a

municipal OPA were processed in tandem with a zoning amendment only, municipal staff would take the lead on processing the application. At the end of that process, should municipal council adopt the OPA, it would be sent onto the County for approval. Should the OPA not be adopted by the local municipality, it would never come to the County for a decision. Once adopted municipal OPAs are received by the County, this can be a staff delegated approval where it's a straight-forward application; or require the approval of the County Committee of the Whole on a more complex municipal OPA. Should County staff recommend refusal on a municipal OPA adopted by local council, that would go to Committee of the Whole for a decision.

Coordinated Communications

Throughout the above-listed approvals there is regular dialogue and coordination between County and municipal planning staff to avoid any potential duplication and to collaborate. As part of this process, each County and municipal planning staff member also acts as the conduit to other departments in their organization i.e., County Planning staff would involve Transportation Services where the matter impacts a County Road, and municipal staff would involve their public works, operations, or parks and recreation staff as needed. County staff are primarily reviewing for County Official Plan conformity and PPS consistency, whereas municipal staff are reviewing for local official plan and/or zoning conformity.

With respect to the 9 member municipalities and the planning approvals process, not all 9 are equal. In some cases, municipalities have sizable planning departments and significant other staff resources (e.g., engineers). Whereas in other cases there may be no planners on staff, or a single planner, and less support of other technical staff. The role played by County staff is flexible depending on the application or municipality the application is in. In a municipality with more staff, the County role may be less 'hands on' versus in a municipality with less staff, County staff often take more of a leadership role.

County and municipal staff work hard to streamline processes to avoid duplication in processing applications or in dealing with development inquiries. As noted above, there are different circumstances where either the County planner or the municipal planner may 'take the lead' on a given development application. There is regular communication between staff at both levels on an on-going basis, as well as local planner meetings approximately twice a year to talk about bigger matters such as; legislative changes, new County or municipal projects, and roundtable discussions on local trends or issues. In many of these instances, the County acts as a conduit for information sharing between municipalities or between the province and municipalities.

County staff have tremendous respect for municipal staff across Grey. In many instances local staff have great insights and local knowledge that would not otherwise be easily accessible to the County. In other instances, local staff use the County as a resource based on our experiences with other applications outside of their own municipalities. County staff also offer mentoring or 'second opinion' options to municipal staff who are working in smaller departments or circumstances where they are the only planner on staff.

Redline Revision and Draft Plan Extension Approvals

Redline revision applications are currently also approved by the County Committee of the Whole. The steps for a redline revision application may mimic some of the above, but in other cases are simplified if the redline is minor in nature and if no municipal planning applications are

required. County staff do not make a recommendation to Committee of the Whole, without first having obtained the municipal position on the application.

Extension for draft plan approval is a staff delegated approval at the County if;

- a) the extension is 3 years or less in length, and
- b) the extension has been supported by the host member municipality.

Should either (a) or (b) not be met, then it would trigger a report to, and decision by, the County Committee of the Whole.

Other County Staff Delegated Approvals

Part lot control by-laws, condominium exemptions, and final registration of plans of subdivision/condominium are also approved by the County, but are procedurally very different, often involving no public process and a staff delegated approval, following clearance and/or by-laws from a member municipality.

Municipal Official Plans and Plan Reviews

The approval of municipal official plans and five/ten-year reviews are also done by the County but are very different from development applications. Staff would work collaboratively with member municipal staff (e.g., sit on an official plan review steering committee or task force at the municipal level, or meet with municipal staff throughout the process for planning advice prior to adoption of the plan), and become more actively involved in the approvals process following the adoption of the plan or amendment by municipal council. These approvals are ultimately given by the County Committee of the Whole.

Survey Results Summary and Analysis

The full results of the four surveys have been included in Appendix 1 to this report. A general summary and analysis has been provided below. One caveat to the survey results, is that it was a relatively small sample size of people who completed the surveys, despite staffs' best efforts to get as many responses as possible. Surveys were originally completed in 2020 and a follow-up opportunity to participate was sent out in 2021 to try to boost the number of survey responses. In the municipal staff survey, County staff heard from 5 of the 9 member municipalities, while the survey for County and Municipal Councillors garnered at least one response from all 9 member municipalities. The developer and consultant survey saw 12 responses, with representation from people who had worked in all 9 member municipalities. With respect to the neighbouring counties, staff heard from 3 of our 5 neighbouring counties. Additional research was also completed regarding Wellington and Bruce counties, who did not directly participate in the survey.

The results from the surveys were varied. Staff believe that there is valuable information from the survey that can assist either planning approval delegations and/or planning process improvements moving forward. What is clear through the surveys is that a 'one size fits all' approach is unlikely to work.

There were some respondents that supported delegation of approval authorities and others who did not. Some supported delegating approvals in individual municipalities but not in others.

Others questioned whether municipal staff resources were in place to handle the additional responsibility, or if this would trigger the need for additional municipal staff. The need for consistency across the County was raised as an issue that could arise from delegating approvals. In some instances, it was not a firm 'yes' or 'no' but rather uncertainty as to whether or not delegation should be considered. Finally, some supported delegating some approvals, e.g., part lot control, but not all approvals e.g., approval of subdivisions and condominiums. Both in the survey results, and in phone calls received from people who had questions about the survey, staff heard two generally conflicting messages regarding the delegation of planning approvals.

1. Municipal Council and staff are the most directly connected to residents and interests in their communities and are therefore best equipped to be making decisions and recommendations on planning applications. The ability for County Council to be 'at odds' with a Municipal Council can be challenging.
2. County Council can often take a big picture more strategic view, which eliminates some of the uncertainty that can be found at the local level based on site specific concerns or hyper-localized politics.

In looking at neighbouring counties, these survey findings would appear consistent with many of their experiences i.e., some of the respective county councils had delegated further planning approvals to some municipalities and not others. More detail on the neighbouring county processes can be found in the Other County Approaches and Ministry of Municipal Affairs and Housing section of this report.

Some common concerns about the planning process, not specific to either the County or the municipal processes, were:

- the length of time to receive approvals,
- the cost of the development process,
- lack of staff resources to efficiently process applications,
- uncertainty of roles, whether at the council or staff levels, and
- duplication in some processes.

There were further comments with respect to additional roles or staff that could complement the County's existing staff resources. Some saw delegating planning approvals as being beneficial to allowing County staff to work on larger strategic initiatives that would benefit the entire County. Others saw a need for additional staff resources related to natural heritage review and biology or hydrology, as a valuable resource to have at the County level to benefit both County and Municipal staff.

Finally, there were also a number of compliments paid to County staff with respect to their knowledge, customer service, and dedication.

Other County Approaches and Ministry of Municipal Affairs and Housing Information

As noted earlier in this report, staff conducted research with respect to how other counties provide planning services. The answers ranged from those that provide all planning services at the County level, to hybrid approaches with a mixture of county and local planning services, to

counties that provide most planning services, with limited services at the local level. In looking at Grey's neighbours there are the following models of planning services:

- Bruce County has their planning services at the County level. The County maintains 3 planning offices throughout the County which are generally staffed with a senior planner, planner, and technician in each office. Other County planning staff are based out of the County administration building and provide general service or policy planning to the whole County. Although the County maintains planning services, local municipalities are still the approval authority on some applications such as zoning amendments, site plans, and minor variances and County staff support the local municipal approvals with staff reports, recommendations, and technical guidance.
- Simcoe County has planning services at the County and local levels. The County has delegated subdivision and condominium approval authority to 14 of its 16 member municipalities which has allowed Simcoe to focus on more county-wide strategic projects/initiatives. Simcoe staff shared a memorandum of understanding (MOU) used to delegate subdivision and condominium approval authority to a municipality which can be found here: [MOU between Simcoe and Springwater](#). Aside from subdivisions and condominiums, municipalities in Simcoe are also the approval authority for many other planning application types.
- Wellington County has a hybrid structure between the Grey County model and the Bruce County model in that County Planning staff provide local planning services to some local municipalities similar to Bruce County, whereas some local municipalities have their own planning staff to process and administer local planning applications such as zoning amendments, site plans, and minor variances. The County continues to approve subdivisions, condominiums, part lot control, as well as County/municipal OPAs. The one notable difference to Wellington County is that the County also approves consent applications, through a County land division committee, whereas Grey County does not (i.e. Grey County has delegated the ability to approve consents to its member municipalities). The City of Guelph is a separated city and therefore is the approval authority for all their planning applications.
- Huron County has a similar model to Bruce County, except that the consent granting authority has been delegated to the Town of Goderich. There have been no further delegations beyond this Goderich example. It is noteworthy in Huron that except for Goderich, undisputed consent applications are a staff delegated approval (delegated to the County's Director of Planning) and it is only disputed consent applications that would be made by Huron County Council. Similar to Bruce County, other applications such as site plans and zoning amendments are still decided upon by municipal councils with Huron County staff providing staff reports, recommendations, and technical guidance to local municipal councils.
- Dufferin County is relatively new to planning, in that the County has not always had a planning department. Dufferin County had their first official plan approved by the Province in 2015. The County approves local OPAs with the exception of some in Orangeville and Mono. Most other applications are approved at the local level. The Ministry of Municipal Affairs and Housing (MMAH) is the approval authority for County OPAs.

County staff also had the ability to chat with MMAH staff about delegation of planning approvals, based on their experience across the province. Similar to what has been shared above, MMAH

staff noted that there are a variety of approaches that could be utilized. With respect to the delegation of subdivision and condominium approvals, they noted that the County has the ability to delegate such approvals without the need for provincial approval, or ministerial approval. Other planning approvals, such as the ability to pass official plan amendments cannot be delegated by the County, and those requests would need to be approved by the province.

Similar to what was shared by Simcoe County, provincial staff noted that it may be useful to set criteria that would need to be met in order for the County to consider delegating subdivision or condominium approvals.

Delegation of Planning Approvals

County staff see some merit in delegating some planning approvals, such as those listed in the Town of The Blue Mountains request i.e., subdivisions, condominiums, part lot control and condominium exemptions. Other application types such as municipal OPAs or County OPAs, the County does not have the ability to delegate.

County staff would not recommend delegating subdivisions, condominiums, part lot control and condominium exemptions approvals to all 9 member municipalities, rather this would be done on an individual basis per municipality, by request only. If a municipal council were to request delegation of approvals, then County Council could consider entering into a MOU with that municipality to delegate approvals. Along with the MOU, County Council would be required to pass a by-law to enable the delegation of these approvals. Staff propose that certain criteria be applied to guide municipalities as to what needs to be in place prior to delegation of approvals.

Should County Council authorize staff to further pursue delegating subdivisions, condominiums, part lot control and condominium exemptions approvals, staff could develop a MOU template for Council's consideration. It would likely be very similar to the MOU shared by the County of Simcoe and linked to above in the Other County Approaches and Ministry of Municipal Affairs and Housing Information section of this report. One further matter to be considered, not previously contemplated by staff, would be delegation of only some of the above-noted approvals, but not all. For example, one municipal staff person that filled out the survey noted that they would be interested in having part lot control delegated, but not the approval of subdivisions, condominiums, and condominium exemptions. If this was the case, staff could investigate a limited MOU specific to just part lot control delegation.

Some sample criteria for considering delegating approvals could include, but is not limited to:

1. That a public meeting be held within the host municipality to get feedback on delegation (based on the feedback received from the surveys it appears some may be in favour and others may not),
2. Does the municipality operate a full-time planning department with registered professional planning staff,
3. Are the municipal official plans and zoning by-laws up-to-date and in conformity to the County Official Plan and consistent with the Provincial Policy Statement,
4. Does the municipality have the capacity to keep municipal official plans and zoning by-laws up to date to address policy changes made by the Province or the County,
5. Does the municipality have an application and fee structure to accept such applications,

6. The municipality agrees to ensure full consultation regarding subdivision and condominium applications with the County at all stages and specifically at the time of pre-submission consultation, the receipt of complete application, and leading up to draft approval in order for the County to continue to address the Municipal Plan Review obligations delegated by the Province (i.e. ensure applications are consistent with PPS, conform to the County OP, and to review for other County interests),
7. The municipality agrees to provide training to staff with respect to provincial policies, operational practices and regulatory requirements which relate to the County's responsibilities for certain plan review functions,
8. The municipality has and maintains a lawyer on-staff or an external lawyer on retainer with extensive knowledge of the *Planning Act*, which would be needed for the processing and approval of plans of subdivision or condominium,
9. The municipality agrees to provide annual or semi-annual reports, with details concerning the status, address/location, unit types, unit yield and municipal servicing capacity related to each application, for plans of subdivision or condominium that are currently being processed by the municipality,
10. The municipality shall ensure that lands are designated with an appropriate official plan designation (County OP and Municipal OP) in effect prior to making a draft approval decision concerning said lands,
11. That subdivision and condominium application(s) be processed in accordance with all Provincial and County processing requirements as established from time to time,
12. That the municipality shall keep the County Planning department apprised of any change in status of a plan of subdivision or plan of condominium file including: refusal of an incomplete application; notice and circulation of the application for comment; substantial revision of the plan and/or applications; appeal(s) to the Ontario Land Tribunal; phasing of final approvals; and, any such matter required by the County Planning Director.

One of the other key points to be discussed, prior to entering into a MOU, would be what happens to existing applications already in process, including subdivisions or condominiums for which there has been no decision rendered yet, and those which have been draft approved and are awaiting clearance of draft plan conditions. Final approved and registered plans of subdivision or condominium would not require any further delegation, as those files are already complete.

Delegation Options

Some options that could be considered with respect to delegation of planning approvals are:

1. Delegate only new subdivision or condominium files on a go-forward basis, and all existing applications in process would continue to be the responsibility of the County,
2. Delegate all subdivision or condominium files on a go-forward and retroactive basis to the member municipality, or
3. Establish a date for which any subdivision or condominium files received after this date are delegated and any files received before this date will remain with the County. This date could be a retroactive back to a certain time (e.g., it could be the date of approval of the current municipal official plan).

County staff would note that when the province delegated subdivision and condominium approvals to the County, it was done using method # 2 above. Should County Council seek to

delegate approvals, County staff would recommend using method # 2. Additional discussions and details may be required prior to entering into a MOU with respect to method # 2 regarding statutory timeframes under the *Planning Act* for any applications that are currently in process (i.e. if the County were to delegate a file that was in process, would a municipality be able to meet the required timeframes where those timeframes had already commenced under the County's application process). County staff would however caveat these comments by noting that the one exception to the above may be where a file is currently under appeal to the Ontario Land Tribunal (OLT) and the County has existing party status. In cases where the County has party status to the appeal, the County would maintain that status until the OLT renders their final decision on the matter. Should the County seek to withdraw from party status, it would require additional legal advice and discussion with the municipality.

Method # 1 may appear favourable in that it sets a current effective date whereby any new applications received after that date become the responsibility of the member municipality. However, based on the long-term nature and phasing of many developments, staff have concerns that this could cause issues with respect to a portion of the development still being under the old system (i.e., where the County is the approval authority) and other portions being under the new system (i.e., the member municipality is the approval authority). Staff also believe that this system could cause confusion with both developers and the public with respect to who is deciding on what.

With respect to method # 3, County staff have similar concerns to method #1 discussed above.

One other matter to sort out with option # 2 and potentially option # 3 would be existing fees and deposits paid to the County for development applications. If these monies are to be paid to the host municipality, should the deposits be returned to the developer, and/or should the County keep all or a portion of the application fees for services rendered. County staff would recommend returning any peer review deposits to the developer which are unused. With respect to application fees, it may depend on where the file is at in the process i.e., if a subdivision is already at the draft approval stage, then the money and time processing the file have already been spent. However, if an application has not yet been approved or been to a public meeting, it may be appropriate to consider transferring some of those fees to the member municipality, unless they have already collected a fee for this service. This financial element could be investigated further at the MOU stage.

Another consideration for options # 2 and # 3, would relate to existing draft approvals, where the County is listed as the final approval agency. Should existing draft approvals be delegated it may require updating these approvals to reference the municipality as the approval authority, rather than the County. Staff would note that this same matter has applied to past draft approvals that still referenced the province as the approval authority.

Inactive Applications

County staff do however acknowledge that method # 2 could add significant initial workload to the member municipality involved. In some cases, the County is still processing subdivision and condominium applications that were delegated to the County by the province in the late 1990's. For a number of these files the draft approvals have no lapse date, and others have simply 'stalled' prior to receiving draft approval. Shortly prior to the pandemic, County staff had completed a detailed review of all subdivisions and condominiums that were not yet final

registered and currently in the County's files. Note this did not include City of Owen Sound subdivisions and condominiums where the City is the approval authority. The purpose of this exercise was to (a) accurately detail exactly what was in the County's files, and (b) to provide strategies for what to do with some of the older files that have sat inactive for long periods of time. As noted earlier, some of those older files have draft approval and others do not. Some of these files date back to the 1970s and were applied for under completely different planning policy regimes. County planning staff had completed the initial phase of this exercise to detail what we had. Staff had also met with municipal planning staff to compare notes with respect to any municipal files. The next step was to propose strategies for what to do with these old files. Those strategies could include;

- i) contacting the developer to ask for a status update on the development, and/or encourage the developer to move forward with their development,
- ii) amending the draft plan conditions (if draft approved) to add a lapse date and/or bring the conditions up to modern standards,
- iii) to recommend refusal of the application and/or withdraw draft approval.

There is no 'one size fits all' approach for these older files. Staff need to further investigate the legal ramifications of potentially changing and/or refusing some of those older files (e.g. appeal potential). The pandemic has however put a hold on this project based on the workloads of planning and legal services staff. Initially County staff had been 'delaying' this staff report on delegating approvals, in hopes of having a more concrete strategy in place for these older files. However, given staff workloads and the desire by County Council and member municipal councils to see this report move forward, County staff have proceeded in advance of that strategy and legal advice being in place. County staff are happy to discuss this matter further with any potential municipality that may be looking at requesting delegation of planning services.

Potential Time Savings

When processing an application at the County level, there are the following types of staff resources allocated to the application.

- 1) Planning administrative support – opening the file, sending out notices, taking meeting minutes, preparing appeal packages (if appealed), etc.
- 2) Finance staff support – processing fees, invoices, and peer review deposits,
- 3) Planning staff – pre-submission consultation, reviewing documents, writing reports, attending public or developer meetings, answering questions from the public, agencies, developers, reviewing agreements, processing appeals, etc.
- 4) Mapping support – support from the planning technician or GIS staff on preparing maps,
- 5) Application review by other County staff – engaging departments such as Transportation Services or Legal Services in pre-submission consultation, reviewing documents, responding to public, agency, or developer comments, reviewing agreements, appeals, etc.
- 6) Other County staff incidental review – reviewing reports, minutes, and council agenda packages.

Should subdivision and condominium planning approvals be delegated there would be some time savings in the above areas. Items 1, 2, 4, and 6 above would have reduced or no time demands on many applications that would be circulated to the County, where the County is no

longer the approval authority. For those 6 municipalities where the County provides GIS services on a fee for service basis, County staff would continue to provide those services under the existing agreements. The reduction in staff time would instead come from those services provided to County planning staff by the planning technician or GIS staff (e.g., making a keymap for a County subdivision application notice), rather than the GIS services provided to the municipality under agreement. Staff would note that the files would still get opened at the County by the Planning Administrative Assistant, however there would be less other duties, such as mailouts, associated with these files.

Staff still see a need for items 3 and 5 above, even if approvals were delegated. There would be less staff time needed, but particularly Planning and Transportation Services staff would still need to be involved in reviewing and commenting on subdivision and condominium applications to ensure consistency with the PPS, conformity with the County OP, and to review for other County interests. With respect to how much time would be saved, it is difficult to estimate. As a 'ballpark estimate', Planning staff would suggest that planners would save approximately 1/3 of the time normally spent processing a subdivision or condominium application (or possibly slightly more on certain files). Staff would estimate that Transportation Services staff time would be nearly identical regardless of the approval authority.

Staff would however note that County Planning staff are involved in many other roles, which would not be directly impacted by less subdivision or condominium development file review and processing time. These roles include updates to the County Official Plan, responding to inquiries, special project such as the Climate Change Action Plan or the Age-Friendly Community Action Plan, forestry and trails initiatives, and supporting other departments in land acquisition or other needs. Should time be saved here, staff would propose allocating that time to strategic projects such as policy updates, special projects, forestry, trails, and continuing to support other County initiatives. This may also assist with helping to reduce staff overtime.

Potential for Conflict between the County and Member Municipalities

One of the reasons cited in the past for exploring this topic, by County or municipal politicians, or residents, has been the potential for conflict between the County and a member municipality on planning applications. In some cases, residents have questioned whether the County would approve or refuse a development against the will of a local council. While there certainly is potential for this to happen in the current approvals system, it happens very infrequently. County staff and Council always seek input or endorsement from the host municipality before approving a subdivision or condominium. In nearly all cases, County and municipal staff process the County and municipal applications simultaneously and are of 'like-minds' on the applications. Where there are disagreements, these would normally be discussed and sorted out ahead of the matter proceeding to local or County Council. There have been cases where staff support was given at the local level, but municipal council did not agree with the staff recommendation and took an opposing viewpoint. If the County Committee of the Whole were to approve a subdivision or condominium, the municipality would have the option to appeal the approval to the OLT. In the past 15 years, staff cannot recall one instance of a municipality appealing the County's approval of a subdivision or condominium in their own municipality.

There was one incident recently where the County Committee of the Whole supported the draft plan extension of a plan of condominium which the municipal council did not support. That extension request was however supported by municipal staff. In this case, the development was already mostly constructed and there were complex legal ramifications for the County if the extension was not granted. In this past 15 years, this is the only instance County staff are aware of where an extension was granted against the desires of a municipal council.

There have been instances where municipal and County Councils took opposite positions on policy approvals or on other planning applications, such as OPAs, ZBLAs, or consent applications. Even these situations have been quite rare, but there has been the occasional instance of either a municipality appealing the County's approval or vice versa. Staff would however note that these other approvals such as OPAs, ZBLAs, and consent applications are not the subject of this report or of the delegation request before Council.

Delegating approval authority may not necessarily change the potential for conflict, it may just reverse the roles, e.g., a municipality approving a subdivision application, which the County could then appeal. Staff do not anticipate that this would happen very frequently, however cannot rule out the possibility that it could happen in the future. This 'possibility' could happen regardless of who the approval authority is for the approval of subdivisions or condominiums.

Planning Process Efficiencies

Over the years, improvements have been made at the County and municipal levels to increase efficiency in the planning process. Some examples of such improvements include;

- municipal development review committees,
- the County's 'one window' internal commenting and circulation process,
- moving to more paperless application processes,
- more information, including development applications and related technical studies being posted on County and municipal websites,
- the County offers abbreviated comments for more standard or minor applications which are generally limited to commenting on County interests or infrastructure,
- improvements in planning application tracking software,
- streamlining peer review needs at the County and municipal levels,
- the creation of technical guides outlining what is needed for each study or background report,
- delegating some approvals to staff, and
- delegating the hosting of public meetings for subdivisions and condominiums to municipalities.

Recent changes to the *Planning Act* through Bill 13, have also given municipalities additional authority to delegate some planning approvals to committees or to staff. Staff would note that none of the Bill 13 changes directly impact County approvals, or any of the approvals being considered for delegation to member municipalities in this report (e.g. subdivisions, condominiums, etc.). That said, should municipalities consider implementing the Bill 13 changes, it may create additional process efficiencies at the municipal level such as allowing staff the ability to lift a holding symbol or approve a temporary use by-law.

Additional consideration for further planning efficiencies at the County and local levels could include;

- streamlining the development inquiry process, regardless of whether the inquiry is first received at the County or local level,
- streamlining the pre-submission consultation process into a formalized development review committee type approach,
- ensuring memorandums of understanding are in place with conservation authorities with respect to their role in the development application process,
- ensuring municipal and County staffing levels are sufficient to meet demand,
- maintaining up-to-date official plans and zoning by-laws which provide suitable densities, protections, and as-of-right permitted uses (pre-zoning),
- ensuring County and municipal official plans are streamlined so as not to duplicate policy efforts, including continuing to encourage local municipalities to defer to the County's Official Plan for areas outside of settlement/growth areas and to have local official plans focus on policies for settlement/growth areas,
- explore options for streamlining the payment process for application fees (e.g. online payment options),
- ensuring all involved in the development process, including staff (in planning and in other departments) and council are properly informed and educated on their role,
- coordinating public meeting minutes, such that if it is a joint public meeting, only one set of minutes is required,
- increasing the use of online meetings, even following the pandemic, to limit the travel time needed by County or municipal staff,
- retaining consultant(s) for regular peer review services, this could come through either having a list of pre-qualified bidders, or having a multi-year contract with a given consulting firm to use them for peer review during that timeframe,
- considering further delegation to staff of procedural approvals, such as those now listed in Bill 13, or undisputed consent applications, as per the Huron County model,
- reducing the scope of the comments the County provides on municipal planning applications, as per the demands of the municipality i.e. those that want full planning comments could still receive them, versus those that only want comments related to County services or infrastructure could see the planning comments reduced in scope,
- continuing improvements to planning application tracking and GIS software to (a) create efficiencies for staff, and (b) provide better customer service to developers and the public,
- exploring opportunities for common planning application tracking software, including possibly sharing the County's GIN [Grey Information Network] 2.0 with municipalities interested in using it for their own tracking purposes,
- investigating greater opportunity for shared legal services where planning decisions are appealed and the County and member municipality are of like-minds, or
- conducting follow-up interviews or surveys with developers to get their impressions on the process, including any bottlenecks, or areas for improvement.

Legal and Legislated Requirements

Planning matters are governed by the *Planning Act*. Any delegation or planning approval will

need to meet the requirements of the *Act* as would the processing of future development applications. Staff are satisfied that should County and individual member municipalities wish to enter into a MOU for the delegation approvals of subdivisions, condominiums, condominium exemptions, and part lot control, that County Council would have the legislated authority to delegate by by-law and MOU.

As noted in this report, additional delegations cannot be considered at this time, and would require approvals from the province.

Financial and Resource Implications

A fulsome review of the financial and resource implications has not been conducted yet. In order to answer these questions staff will need to know;

- a) how many municipalities are requesting delegation of approvals,
- b) the extent of the delegations i.e. is it subdivisions, condominiums, condominium exemptions, and part lot control, and
- c) the method and timeframe for delegation i.e. is it on a go-forward basis only, or would it be go-forward and retroactive.

Depending on the answers to (a) – (c) above, it will have an impact on financial and resource needs at both the County and municipal levels. Staff have tried to provide some analysis on this topic in the Time Savings section of this report, but would note that a more fulsome analysis could come forward as part of future discussions on a MOU, should Council opt to proceed with that route. Should staff be directed to first determine a strategy for older subdivision and condominium approvals, prior to delegating any approvals to municipalities, it may require additional planning or legal staff resources.

With respect to item (c) above, another difficult matter to sort out would be fees and deposits paid on existing applications, should Council opt for a retroactive delegation as per the staff recommendation.

Staff would further note that should there be multiple requests for delegation, staff may not have the ability to act on each of those requests immediately. It will take some time from a physical and digital records transfer perspective. Staff would suggest that it may be best just to handle one such municipal request initially, before moving onto any others.

Depending on the level of delegation contemplated, there would be less revenue coming into the County. An exact figure is not known at this stage and would depend on the number of municipalities seeking delegation of approvals. County staff would note that County application fees are not a profit generator, but rather are meant to recover the cost of staff's review and processing of the applications. If staff were still reviewing the applications, but no longer collecting a fee (the County has not charged fees for reviewing municipal applications in the past), then it could mean some staff time still being allocated to such applications with no opportunity for cost recovery (unless County Council directed staff to collect fees for that service).

Relevant Consultation

- ☒ Internal: Legal Services, CAO, Economic Development, Transportation Services, Clerks
- ☒ External: Municipalities, Developers, Planners, Engineers, Neighbouring Counties, and Ministry of Municipal Affairs and Housing

Appendices and Attachments

[Correspondence from Town of The Blue Mountains](#)

[Sample Simcoe County Delegation Memorandum of Understanding.](#)

Appendix 1: Survey Result Summary

As noted in the background section to this report, in late 2020 and early 2021 County staff issued four separate surveys with questions about planning services and possible delegation of planning approval authority responsibilities. Surveys were originally completed in 2020 and a follow-up opportunity to participate was sent out in 2021 to try to boost the number of survey responses. Survey results were varied and a summary of each of the four surveys has been included below.

1. Municipal Staff Survey

Survey responses were received from five of the nine member municipalities in Grey. One municipality had two staff respond, while each of the others had one staff response. Four of the six responses were from planners, while two of the six were from non-planners who regularly interact with planning. County staff did not expect a response from City of Owen Sound staff who already have delegated approval authority for the responsibilities in question. A summary of the responses has been provided below.

All of the survey respondents rated themselves as ‘very familiar’ with the County planning department.

Is your Council seeking delegation of approval authority for plans of subdivision, condominium, condominium exemption, and part lot control?

- Yes – 1 respondent
- No – 2 respondents
- Unsure – 3 respondents

Do staff want to see the delegation of approval authority for plans of subdivision, condominium, condominium exemption, and part lot control?

- Yes – 1 respondent
- No – 4 respondents
- Unsure – 1 respondents

For municipalities that have both a County and Municipal official plan in effect, do you think both plans should cover the entire municipality, or should municipal official plans focus on growth and settlement areas, while deferring to the County plan for rural/agricultural areas?

- Both County and Municipal Official Plans should cover the entire municipality – 3 respondents
- Municipal official plans should focus on growth and settlement areas, while deferring to the County plan for rural/agricultural areas – 3 respondents

In your opinion how timely and pleasant (or difficult) to deal with is the current County planning process for processing plans of subdivision, condominium, condominium exemptions, and part lot control?

- Very timely and pleasant – no issues – 3 respondents
- Somewhat timely and pleasant – some improvements could be made – 2 respondents
- Somewhat untimely and unpleasant – 1 respondent

Other survey questions were short answer rather than multiple choice. The questions and responses have been included below. The answers have been provided verbatim, except where an identifying detail may have been included.

Do you have any suggested improvements to the subdivision, condominium, condominium exemptions, or part lot control processes?

- It should be a bottom-up regulatory process for policies on the development, and the Province should allow for this in the PPS, needs some discussion.
- Some lower tiers may wish to process part lot control applications only.
- No improvements. Staff do a great job.
- It is not related to poor County staff performance, more related to process efficiency/reduction of duplication. I also believe there is an overall policy leadership role the County can take on, particularly in areas that cross municipal boundaries such as natural heritage planning, agricultural / rural issues, etc.
- Yes - A more coordinated initial approach that involves the provision of notice and the discussion of timing and deadlines for the project.
- Keep it with the County Planners for consistency

Are there any 'bottlenecks' in the subdivision, condominium, condominium exemption, or part lot control process at the County level?

- No – four respondents
- Local Municipal Council does not understand their role in the process nor does the public.
- The double engineering requirements for certain standards. One example would be storm water management, once a professional engineer has designed and sealed the system to good engineering standards, why are we requesting further engineering on the system? This could happen once in a while but why all the time. There needs to be a better systematic process for evaluating endangered species, woodland, etc. and it should be developed by the Province so that subdivisions are not held up for many years.

Are there any 'bottlenecks' in the subdivision, condominium, condominium exemption, or part lot control process at the Municipal level?

- Municipal council and/or staff lack knowledge of process – two respondents
- Lack of qualified staff
- Any bottlenecks are only related to volume of applications
- The coordinated approach is not always clear from Municipality to Municipality. Circulation and provision of comments is confusing to the Public, the Developer and local Council.
- The only bottle neck is staff availability. Right now, the County of Grey Planning staff provide good advice with regard to the above items. If the Municipal level took it on it would likely require the provision of additional staff to accommodate the increased workload.

Are there any processes or approvals that currently require a report to council or committees at either the County or Municipal level that you think should instead be delegated to staff?

- None – 2 respondents
- Except for official plan and zoning amendments, all other approvals should be delegated to staff

- Part lot control
- Site plans and agreements
- Reports at the County level should be provided for correspondence and information at the local level to avoid local Council requiring a duplicate report.

Are there any planning approvals that should be reassigned from the Municipality to the County?

- No – two respondents
- Consents in agriculturally designated lands
- Approval of tree-cutting permits outside of growth and settlement areas
- This is a question for the lower tier municipal Councils and staff, certainly could be a hybrid system within the County that could work.

Are there any planning services the County does not currently offer that should be offered by the County?

- No – four respondents
- Daily planning operations for under-resourced municipalities (for a fee). Similar to Bruce County.
- Broad policy documents from the Province should always come from the County and not require duplication from local staff. Local staff should be consulted as part of the County Report preparation.

Are there any planning services the County currently offers that should be discontinued by the County?

- No – three respondents
- Part lot control
- Commenting on site plans
- Approval authority for draft plan of subdivision/condominium, condo exemptions, and part lot controls in municipalities that have adequate staff resources/expertise where official plans and zoning by-laws that are reasonably up to date

Are there any skillsets or areas of expertise that the County should consider adding to their planning departmental roster?

- Biologists / natural heritage – 3 respondents
- No – 2 respondents
- Provincial policy liaison officer
- Growth management / data analysis

Is there anything further you would like to tell us about the County planning department or its processes?

- No – 1 respondent
- Always a pleasure to work with.
- Staff are very friendly and easy to work with. Policy refinement from a process perspective would be beneficial, particularly to local Council.
- The interactions and division of responsibilities between the County and the municipality is functioning very well.
- County staff do a fantastic job. Delegation of approval authority would allow the existing staff compliment to devote more of their skills to inter-municipal, County-level policy issues and growth management analysis.

- You come a long way baby, and we're loving it!

2. Municipal and County Councillors Survey

Survey responses were received from all nine member municipalities in Grey. The number of survey respondents from each municipality has been summarized in the below table.

Municipality	Number of Councillor Respondents
Township of Chatsworth	3
Township of Georgian Bluffs	1
Municipality of Grey Highlands	1
Town of Hanover	1
Municipality of Meaford	3
City of Owen Sound	1
Township of Southgate	2
Town of The Blue Mountains	2
Municipality of West Grey	2

Of the 16 responses received, 6 people identified as a County/Municipal Councillor, while 10 people identified as a Municipal Councillor.

How would you rate your familiarity with the County planning department?

- Very familiar – 1 respondent
- Somewhat familiar – 12 respondents
- Not familiar – 3 respondents

What do you hear from the public about planning processes in the County?

- Not much, no complaints, or rarely hear about the County – 7 respondents
- The process is lengthy – 3 respondents, including one who expanded on their comments (see below)
 - Generally good at the County level, although overall a slow process, having multiple approving agencies (County / Municipal) could be a contributor, but not the entire reason
- Staff are approachable / generally positive – 3 respondents
- It's transparent
- Not a lot, but as development ramps up ratepayers are taking a greater interest including concerns that, in some cases, our notifications are inadequate and many people affected by a development do not learn of it in time to make their views known.
- General public is not overly aware of planning processes till immersed in it or reasoned to.
- It is unnecessary duplication with the lower tier. Most County councillors aren't aware enough of planning issues, particularly outside their own municipality to have an informed opinion about projects.

- Planning issues are dealt with thoroughly and in a brisk manner, ensuring the official plan(s) involved are followed

What do you hear from businesses or developers about planning processes in the County?

- Process is lengthy and/or costly – 7 respondents, including two who expanded on their comments (see below)
 - A few say the process is too slow, but usually this is due to developers not following the rules, or not supplying pertinent info, or disliking any requirements that are deemed necessary for them to fulfill
 - When it takes almost 6 years to get approvals to proceed, and the developer / builder is the one pushing (delivering promptly) this has to be unacceptable, except in the rarest of circumstances. Also, as somewhat expected, they indicate fees are too high and / or inconsistent in the County, between municipalities.
- Very little – 3 respondents
- Transparent
- I hear developers are very pleased working with Don Tedford
- Unnecessary duplication
- Staff are helpful and professional
- They seem fairly satisfied
- Too much red tape

Who do you feel should be the appropriate approval authority for plans of subdivision, condominium, condominium exemption, and part lot control?

- Municipal Council – 8 respondents
- County Council – 7 respondents
- Skipped Question – 1 respondent

Do you have any suggested improvements to the subdivision, condominium, condominium exemption, or part lot control processes?

- No – 8 respondents
- Don't develop on farmland and green space
- I don't know the rationale for and therefore the merit of the proposed change. If cost and length of process are factors, I believe that efficiencies can be found and streamlining is possible. Conservation Ontario and conservation authorities have done this very effectively.
- Typically the county and first tier processes mirror each other so that it seems like a total duplication of expense and resources.
- There should be follow-up. Condominiums are approved, but who follows up to make sure they comply with the rules and regulations re: Reserve funds etc.
- Try to cut down chances of short term or Air BnB rentals. More fully accessible units in all residential construction
- I do not know these processes in enough detail to make suggestions. However, if the County had a similar role as a commenting agency for single or lot control, this would allow the municipality to confirm adherence to the County Official Plan or other County controls or guidelines. My hope is it would lead to less time and cost to the County. In addition, the County could also serve as an "appeal avenue" if a municipality was "misbehaving".
- Somehow to speed up the process

- Delegated to the authority closest to the public impacted
- Skipped question – 1 respondent

Are there any processes or approvals that currently require a report to council or committees at either the County or Municipal level that you think should instead be delegated to staff?

- No / Unsure – 12 respondents
- If it were appropriate to have policies for some specific situations, approvals could be fast-tracked in this way.
- Yes, for each Asset Management Type I'd suggest a process should be in place that allows the Budget by Asset Type to be approved by Council, and staff determines which assets get managed, when so risk is managed to support the municipality's fiduciary responsibility, and there's no "political" aspect to the decision-making process. Reports to Council would then be Status Reports only, to keep Council informed.
- Should delegation occur, the public/agency requirements of the act are to be followed
- Skipped question – 1 respondent

Are there any further planning responsibilities that should be delegated from the County to the Municipality? Please note that the County is required to have a County Official Plan, and certain matters such as the approval of County Official Plan Amendments cannot be delegated.

- No / content with the current system – 6 respondents
- I would like to have subdivision approval at the local level, but I'm not sure we have the staff expertise that county does.
- The municipalities don't have the finances or expertise to handle any more.
- Making turn around time faster. Yet make sure the rules are the same though out the county
- Is there a difference between municipal needs? Municipalities with actual Planning Departments have the resources to assume more responsibility; smaller municipalities do not and benefit from County Planning expertise.
- The second sentence is certainly acknowledged. I was disappointed, however, when the County Planning Department expressed such enthusiasm for the TCE Pumped Storage project...a project over which the first-tier municipality has no control and which flies in the face of its Official Plan.
- The county commenting on Owen Sound developments is nonsensical. Either our planning is qualified to overlay the county framework on a submission or they are not in which case the county would assess the matter. I cannot find any argument to make sense to have both. It is just unnecessary bureaucracy.
- The County should step back from everything except its legislated requirements, and become a commenting agency much like the Conservation Authorities.
- Special agriculture designations can be a hindrance for certain development....i.e, severances, residential when the lands are no longer used for ag purposes but still have special agriculture zoning
- Since planning is a complex matter, governed by Provincial legislation as well as other Agencies, I'd suggest this question is best answered by the Planning folks throughout Grey County (all levels) directly.
- The local municipality is best suited to circulate to and obtain public comments being closest to the public. This does not limit the County on County matters but may actually enhance the public comment returns on a County matter

- Skipped question – 1 respondent

Are there any planning approvals that should be reassigned from the Municipality to the County?

- No or unsure – 13 respondents
- I don't think one size fits all
- The City was better able to reduce duplication and bureaucracy by having one tier of planning.
- Since planning is a complex matter, governed by Provincial legislation as well as other Agencies, I'd suggest this question is best answered by the Planning folks throughout Grey County (all levels) directly.
- Skipped question – 1 respondent

Is there anything further you would like to tell us about the County planning department or its processes?

- No – 6 respondents
- We have excellent employees handling the process
- Personally, I have great respect for the professionalism of County Planning Staff and I value the work they do. It is important that there be the overarching planning framework that the County provides.
- I am one of very few local politicians who sees merit in a single (unified tier) system. But I am not holding my breath and am therefore in favour of first tier municipalities having authority over plans of subdivision, condominium, condominium exemption, and part lot control?
- Having a two-level approval process provides additional checks and balances to ensure oversight where development in one municipality could impact another.
- It is highly professional and does a good job, but its needless duplication. Our lower tier is capable of taking over all functions. There are some that aren't, but these should be merged with others until there is enough capability and good governance at the Council level that they can do their jobs properly.
- County Planners do a good job. Always fair and thorough with their studies. Perhaps more actual 'on site' visitations could be practiced.
- Just one comment. When dealing with planning issues requiring County input or support, I find the County planning staff open, friendly, very experienced and more than ready to provide excellent, timely support and level of support in the areas and activities our municipality needs it! Thank you!
- Current processes are in compliance with legislation and even with delegation, are expected to remain. Clearer understanding of proposed processes, along with better explanation of the intent and direction/impact of the various changes associated with various applications would be helpful.
- I have a lot of faith in our planning dept. They depict a lot of knowledge
- Skipped question – 1 respondent

3. Developers, Private Planners, and Consulting Engineers Survey

There were 12 respondents to this survey with the make-up of respondents being as follows:

- Developer / landowner – 5 respondents
- Planner – 5 respondents
- Engineer – 1 respondent
- Other – 1 respondent (land development consultant)

When asked where the respondents work within, the following answers were shared. Respondents were allowed to select all municipalities that they work within.

Municipality	Number of Respondents
Township of Chatsworth	3
Township of Georgian Bluffs	4
Municipality of Grey Highlands	5
Town of Hanover	1
Municipality of Meaford	8
City of Owen Sound	3
Township of Southgate	5
Town of The Blue Mountains	9
Municipality of West Grey	3
Work outside of Grey County too	6

The respondents rated their familiarity with the Grey County planning department as follows:

- Familiar – 11 respondents
- Somewhat familiar – 1 respondent

Who do you feel should be the appropriate approval authority for plans of subdivision, condominium, condominium exemptions, and part lot control?

- Municipal Council – 2 respondents
- County Council – 9 respondents

In your opinion how timely and pleasant (or difficult) to deal with is the current County planning process for processing plans of subdivision, condominium, condominium exemptions, and part lot control?

- Very timely and pleasant – no issues – 8 respondents
- Somewhat timely and pleasant – some improvements could be made – 3 respondents
- Uncertain – prefer not to answer – 1 respondent

Do you have any suggested improvements to the subdivision, condominium, condominium exemption, or part lot control processes?

- No – 5 respondents
- Lower tier is very difficult / impossible
- We have not completed any process which would result in us having suggestions.
- The County Planners, and all planners within the Province of Ontario, are restricted by the Provincial Policy Statement. Those planners operating under the Greater Golden Horseshoe planning policies and the Provincial Growth Plan are further restricted in the timing of draft plan of subdivision approvals. The MMAH must remove the restrictions on planning approvals to expedite the planning process.

- Delegate to municipalities (with no further qualifying comments) – 2 respondents. Two others had delegation comments with caveats or additional comments (further comments included below).
 - I would support the downward delegation to the Municipality of Meaford immediately however the Town of The Blue Mountains MUST get their act together prior to the downward delegation occurring. The delays and cost of approvals at The Blue Mountains are totally out of whack with other jurisdictions.
 - It will be more efficient if the local municipality can approve the draft plans of subdivisions, condominium plans and part lot control. This will also provide more time to the County to work on the big picture / plan for the County.
- Less duplication – 2 respondents (further comments included below)
 - Duplication could be reduced, especially in fees such as peer reviews
 - Minimize duplication when multiple approval authorities are at play- often competing comments and different objectives

Are there any ‘bottlenecks’ in the subdivision, condominium, condominium exemption, or part lot control process at the County level?

- No – 7 respondents
- Lower tier is very difficult / impossible
- Bottlenecks seem to be at the local level
- Comment turnaround time can sometimes take a while
- One winder approach with MOE on developments on private services
- The bottlenecks at the County level are caused by the MMAH policies, not by the County Planners who have to follow the MMAH policies.
- The County's staff is very knowledgeable and efficient.
- we have not completed any process which would result in this occurrence

Are there any ‘bottlenecks’ in the subdivision, condominium, condominium exemption, or part lot control process at the Municipal level?

- No / no comment – 6 respondents with three providing additional comments (see further responses below)
 - No the municipal staff is very knowledgeable and efficient.
 - No, other than the lack of available staff time to deal with the process.
 - Other than some delays in responses on the engineering side, no others to date.
- Yes, almost every subdivision in Town of Blue Mountains ends up at the OMB to get approval because of the difficulties with the Municipality. An OMB case cited is the precedent used to award cost for damages for bad faith at the OMB.
- Delays as they try to duplicate the county role
- Council lack of decision Engineering review GSCA clearance Subdivision agreement preparation
- Yes, The Blue Mountains delays in terms of scheduling the pre-consultation, determining completeness, scheduling a public meeting, writing reports and Committee and Council consideration are not at all acceptable nor in keeping with the direction of the Planning Act and related Regulations. Further, the fees charged by The Blue Mountains are in many instances 300 - 500% greater than other similar jurisdictions (Collingwood, Wasaga Beach, Innisfil) with a significantly lower level of service.
- Yes in certain municipalities. TBM being notoriously the longest in terms of timing and often lack of decision or voting against staff recommendations.

- Always. Town of Blue Mountains take the longest of any municipality I work in to provide review comments and make decisions. I often feel like we are going in circular motions addressing comments only to have a change of heart reverting back to initial designs. Staff are also very unresponsive and disconnected on critical information regarding servicing and regulations.

Are there any processes or approvals that currently require a report to council or committees at either the County or Municipal level that you think should instead be delegated to staff?

- No / no comment / unknown – 5 respondents with one providing additional comments (see further response below)
 - No, municipal review should be further limits and turn around times should be mandated to avoid games.
- We would hope the lifting of H symbols should be delegated to staff.
- Part Lot Control should be delegated to staff and should be a very simple and fast process
- If consents were at the County level approval (not refusal) should be delegated to staff. Site plan approval should be at the staff level and council involved only as an arbitrator when there is a disagreement. Any approval delegated needs a safeguard as per the suggestion on consents
- Grey County has a relatively uncomplicated process. The quality of staff knowledge and ambition is the key to moving a development project forward.
- Draft plan approval should be local Site plan should be delegated to local director of planning Draft plan extensions should be delegated to director up to 3 years
- County - no Municipal - The Blue Mountains require that operational matters/decisions be referred to Council for determination. In addition, over the past number of years I have witnessed the removal of delegated approvals from Town staff (versus greater delegated approvals).
- Reports required to move to a public meeting stage should be staff approved. If the applications are deemed complete that should be brought to move to a public meeting. I understand that keeping councils up to speed is important, but this could be completed by an update.

For municipalities that have both a County and Municipal official plan in effect, do you think both plans should cover the entire municipality, or should municipal official plans focus on growth and settlement areas, while deferring to the County plan for rural/agricultural areas?

- Both County and Municipal Official Plans should cover the entire municipality – 4 respondents
- Municipal official plans should focus on growth and settlement areas, while deferring to the County plan for rural/agricultural areas – 7 respondents
- Skipped question – 1 respondent

Are there any further planning responsibilities that should be delegated from the County to the Municipality? Please note that the County is required to have a County Official Plan, and certain matters, such as the approval of County Official Plan Amendments, cannot be delegated.

- No / No comment – 8 respondents with three providing additional comments (see further responses below)

- No, remove more municipal authority and default to the county.
- Not at this time. The Town has 7 full time planners for a population of under 7,000 people.
- None to date as we have not completed any process which would result in us suggesting same
- Draft plan of subdivision Draft plan of condominium Part lot control
- I would certainly support the delegation of all local planning matters to the local municipality where the municipality has the capacity and service level commitment (i.e. sense of urgency) that the County has and has demonstrated that they have mitigated their costs and have established fair and reasonable fees.
- Settlement Boundary expansion should be decided and approved by the local municipality.
- Delegation leads to inconsistency. Local governments are too small to have the range of expertise required to be an approval authority. The county should add a biologist and a hydrologist to its staff and rely less on peer reviews

Are there any planning approvals that should be reassigned from the Municipality to the County?

- No / No comment – 9 respondents with one providing additional comments (see further response below)
 - None to date as we have not completed any process which would result in us suggesting same
- Urban Boundary Expansion should be delegated to the local municipality.
- All plans of subdivision, consents etc. should be at the county level including Owen Sound
- Yes, this municipality has proven to be difficult to work with, ineffective at making any decisions and often causes more issues in simple development projects. If basic standards are met all approvals should be reassigned to the county to eliminate the duplication that currently exists.

Are there any planning services the County does not currently offer that should be offered by the County?

- No / No comment – 8 respondents with one providing additional comments (see further response below)
 - None to date as we have not completed any process which would result in us suggesting same
- Natural heritage expertise / biologist – 4 respondents with three providing additional comments (see further responses below)
 - Natural heritage review should be done by county not CA
 - The County should consider what the new changes to the Conservation Authority Act will mean to planning process. 1) Natural Heritage Planning - should this be in house? 2) GSCA Floodplain Decisions are now appealable through LPAT. What does this mean for the County?
 - Natural heritage peer review services
- Hydrologist

Are there any planning services the County currently offers that should be discontinued by the County?

- No / No comment – 10 respondents with one providing additional comments (see further response below)
 - None to date as we have not completed any process which would result in us suggesting same
- Tree Clearing is duplicative with the lower tier municipalities.
- Draft Plan approval Final draft approval Condo as well Part lot control

Are there any skillsets or areas of expertise that the County should consider adding to their planning departmental roster?

- No / No comment / see above – 5 respondents with one providing additional comments (see further response below)
 - None to date as we have not completed any process which would result in us suggesting same
- Heritage
- Economic Development Department should be there and transportation services like bus service should be provided for the residents.
- See item 11. The biologist is a good fit with planning and the hydrologist with the engineering department. Upgrade "Highways " to an Engineering Department.
- The Grey County Planning staff are well organized compared with other jurisdictions.
- Natural heritage consultant
- A further planner would be of assistance so that the Director could focus on his leadership role in County Government and within the Department.
- Developer driven Environmental assessments that follow the planning act parallel process.

Is there anything further you would like to tell us about the County planning department or its processes?

- No – 3 respondents
- For many years I have worked with the staff of the Grey County planning department on official plans and county by-laws. The staff have been pleasant and timely with responses to our issues. It is my opinion that if any responsibility for planning approvals mentioned in the survey were downloaded to a member municipality their planning department staff would need to be well qualified. Overall I think the status quo is working very well, however the county planning department may need extra staff to meet the surging desire for the urban residents to move to the county.
- The County Department is excellent to deal with. Our experiences have been positive.
- County Planning staff are excellent to deal with. They are helpful, friendly, informed and get things done in a time manner. Much better to deal with than most municipalities.
- The process has been very good to date, but we would like to update our thoughts once we have registered the first phase of a plan of subdivision in either municipality we are working in.
- County is doing a great job and the above comments should be considered to make Grey County even more better.
- There should be less emphasis on the position of local councils and more on a consistent regional approach to planning policy
- The municipality that has requested the transfer of approval authority from Grey County Planning staff to the municipal staff will regret their decision.
- Friendly, professional, relaxed staff!
- County staff are helpful, considerate, appreciate the cost of time and professional.

4. Neighbouring Counties Survey

Three neighbouring counties responded to the survey, which were Simcoe, Dufferin and Huron counties. One County had two staff members respond.

What services is your County (including Council, Planning Committee, Committees of Adjustment, or staff) currently the approval authority for (either whole or in part)? For example, if your County has delegated subdivision approvals to some municipalities, but not all municipalities, please check this off as a County approval still being offered. Check all that apply.

- Consents / Minor Variances – 1 respondent
- Zoning By-laws and Amendments – 0 respondents
- Site Plan Control – 0 respondents
- Municipal Official Plans and Amendments – 3 respondents
- County Official Plan Amendments – 2 respondents
- Plans of Subdivision and Condominium (including red-line revisions and condominium exemptions) – 3 respondents
- Part Lot Control – 3 respondents

All four respondents noted that some of the above approvals had been delegated to some municipalities and not others.

If you have delegated approvals to member municipalities, does the County have criteria that must be met before delegation could be granted?

- Yes – 3 respondents
- No – 1 respondent

All four respondents noted that all delegation requests have supported by County Council, and therefore none were denied delegation.

Does your County have any process for measuring efficiency or customer satisfaction? If yes, please explain.

- Nothing formal
- N/A
- Follow up Planning Satisfaction survey to all applicants that have completed a planning application using Survey Monkey
- One respondent skipped this question

Have any of the below approvals been delegated to staff (either whole or in part)? Check all that apply.

- Consents / Minor Variances – 1 respondent
- Site Plan Control – 0 respondents
- Municipal Official Plans and Amendments – 1 respondent
- County Official Plan Amendments – 0 respondents
- Plans of Subdivision and Condominium (including red-line revisions and condominium exemptions) – 2 respondents
- Part Lot Control – 3 respondents
- One respondent skipped this question

For those delegated municipal approvals, does the County still provide detailed review and comments on each application?

- Yes – 2 respondents
- Only where it impacts a County service, interest, or infrastructure – 2 respondents

**Where there are delegated municipal approvals, does the County still participate in pre-submission consultation meetings or discussions for the following?
Check all that apply**

- Consents / Minor Variances – 1 respondent
- Zoning By-laws and Amendments – 1 respondent
- Site Plan Control – 0 respondents
- Municipal Official Plans and Amendments – 3 respondents
- Plans of Subdivision and Condominium (including red-line revisions and condominium exemptions) – 2 respondents
- Part Lot Control – 0 respondents

How many planners (not including technicians or administrative staff) do you currently have on staff at the County?

- 1 or 2 – 1 respondent
- 3 or 4 – 0 respondents
- 5 or 6 – 0 respondents
- 7 or 8 – 1 respondent
- 9 or more – 2 respondents

Do all of your member municipalities have at least one full-time planner on staff?

- Yes – 3 respondents
- No – 1 respondent

Do all of your member municipalities have a municipal official plan in force and effect?

- Yes – 4 respondents
- No – 0 respondents

Where there are county and municipal official plans in place, do they both cover the entire municipality, or do municipal plans only cover certain areas (e.g. settlement areas)?

- Yes, both cover the entire municipality – 4 respondents
- No, municipal official plans only cover certain portions of the municipality – 0 respondents

Is there anything further you would like to tell us about your planning processes at the county or municipal levels?

- There is only one delegation from the County to a local municipality and that is for Consent applications in the Town of Goderich. This delegation happened many years ago and continues. We have had no recent delegations of approval authority to local municipalities.
- County of Simcoe has delegated subdivision and condominium approval authority to 14 of its 16 lower-tier municipalities. The County is a commenting agency for ZBA, Site Plan

Control, Consent and Minor Variance applications for which the lower-tier municipalities are the approval authority.

- County is looking into ways to improve the service delivery of planning in the County. We will be releasing an RFP [Request for Proposal] for this review to be completed by late spring
- One respondent skipped this question

The Corporation of the Township of Southgate
By-law Number 2022-037

being a By-law to authorize the use of alternative
voting methods and to authorize advance voting for municipal elections

Whereas Section 42 of the Municipal Elections Act 1996, R.S.O., 1996, c.32, as amended, provides that the Council of a municipality may, by by-law, authorize alternative voting methods and vote counting equipment; and

Whereas Section 42 of the Municipal Elections Act 1996, R.S.O., 1996, c.32, as amended, provides the authority for the council of a local municipality to pass by-laws authorizing electors to use an alternative voting method that does not require electors to attend at a voting place in order to vote; and

Whereas Section 42 of the Municipal Elections Act 1996, R.S.O., 1996, c.32, as amended, provides that when a by-law authorizing the use of an alternative voting method is in effect, Section 43 (Advance Voting) applies only if the by-law so specifies; and

Whereas the Council of the Township of Southgate deems it appropriate and in the public interest to utilize vote by internet and vote by telephone as the method of conducting municipal elections,

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

1. **That** alternative voting methods are hereby authorized pursuant to the provisions of the Municipal Elections Act; and
2. **That** electronic vote-counting equipment is hereby authorized pursuant to the provisions of the Municipal Elections Act; and
3. **That** the Clerk shall establish procedures and required forms for the alternative voting methods and electronic vote-counting equipment in accordance with Section 42 (3) of the Municipal Elections Act; and
4. **That** the use of internet and telephone voting is considered to include an advanced vote and therefore Section 43 of the Municipal Elections Act 1996, R.S.O., 1996, c.32, as amended, requirements do not apply; and
5. **That** By-law 2021-037 is hereby repealed; and
6. **That** this By-law shall come into full force and effect on the date of its passage.

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

John Woodbury – Mayor

Lindsey Green - Clerk

The Corporation of the Township of Southgate

By-law Number 2022-039

**being a by-law to establish a highway in the former
Township of Proton (Consent file B11-21)**

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

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

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

Whereas at their regular meeting held on November 24, 2022, the Committee of Adjustment approved the aforementioned consent application subject to conditions, including that a 3 metre road widening be deeded to the Township; and

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

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

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

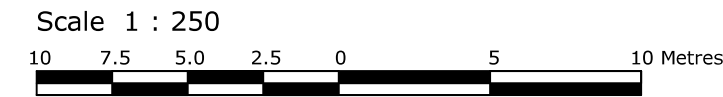
Part of Lot 16 Concession 18, Geographic Township of Proton, alternately described as, 224231 Southgate Road 22, being Part 2 and 4 on a plan of survey deposited as Plan 16R-11655 on the 2nd day of March, 2022 (attached hereto as Schedule A) in the Township of Southgate, County of Grey.

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

John Woodbury – Mayor

Lindsey Green – Clerk

PLAN OF SURVEY OF
**PART OF LOT 16,
CONCESSION 18
(GEOGRAPHIC TOWNSHIP OF EGREMONT)
TOWNSHIP OF SOUTHGATE
COUNTY OF GREY**



THE INTENDED PLOT SIZE OF THE PLAN IS 60.9cm IN WIDTH BY 50.8cm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:1000

WILSON—FORD

METRIC CONVERSION

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

BEARING NOTE

BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010).

FOR BEARING COMPARISONS, THE FOLLOWING ROTATIONS WERE USED:

PLAN	ROTATION
P1	0°25'27" CCW

DISTANCES ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999548.

OBSERVED REFERENCE POINTS (ORP'S) DERIVED FROM GPS OBSERVATIONS USING THE TOPNET NETWORK (RTN), UTM ZONE 17, NAD83 (CSRS)(2010)		
COORDINATES TO URBAN ACCURACY PER SEC. 12(2) OF O. REG. 216/10.		
POINT ID	NORTHING	EASTING
ORP (A)	4 884 983.158	526 425.205
ORP (B)	4 885 011.830	526 603.951
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.		

SCHEDULE			
PART	LOT	CONCESSION	PIN
1	PART OF LOT 16	18	PART OF 37282-0097
2	PART OF LOT 16		PART OF 37282-0097
3	PART OF LOT 16		PART OF 37282-0097
4	PART OF LOT 16		PART OF 37282-0097
PARTS 1, 2 3 & 4 COMPRISE ALL OF PIN 37282-0097.			

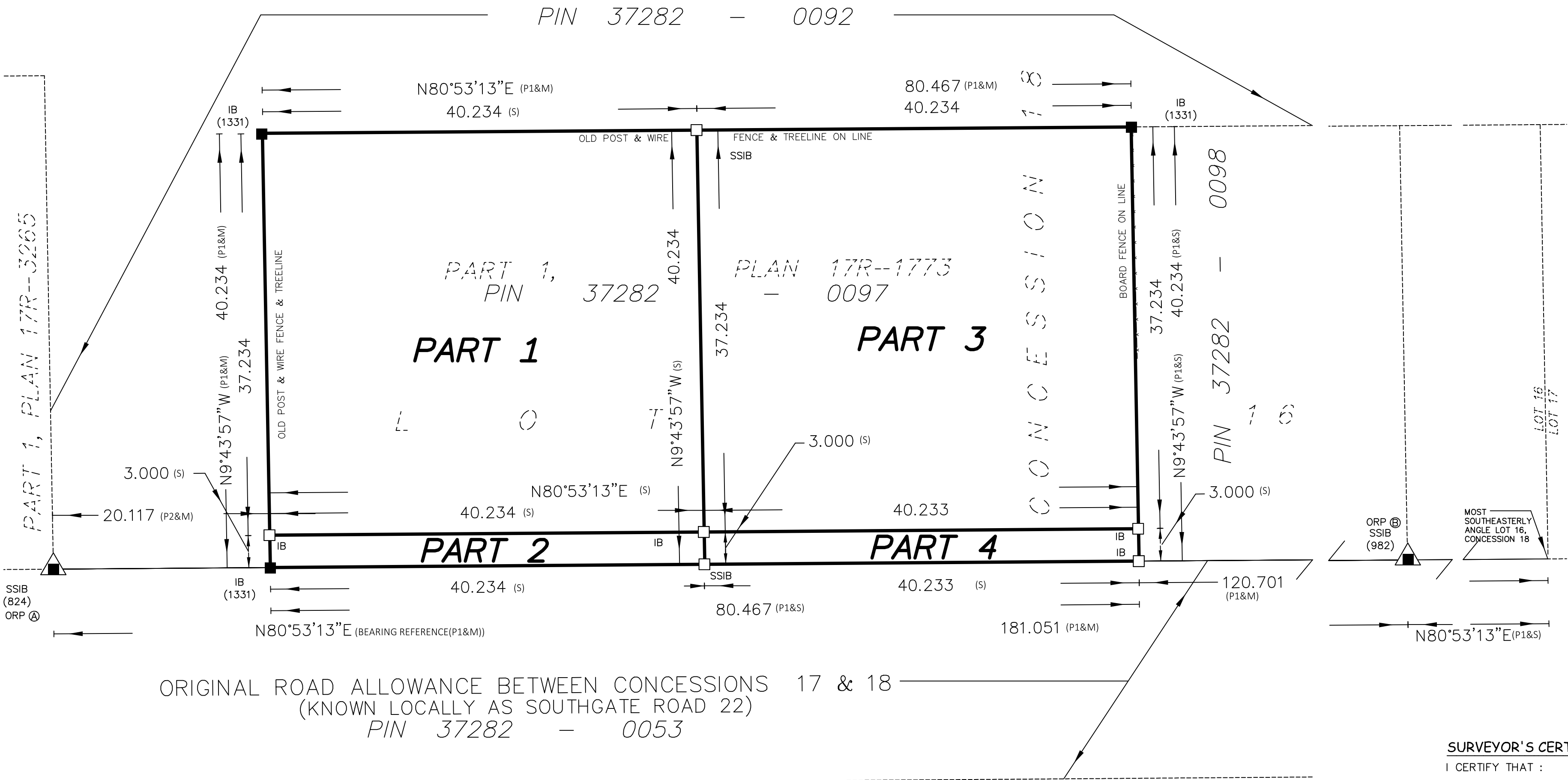
PLAN 16R-11655

Received and deposited

March 2nd, 2022

Cheryl Langkamer

Representative for the
Land Registrar for the
Land Titles Division of
Grey (No.16)



LEGEND

■	DENOTES	FOUND MONUMENTS
□	"	SET MONUMENTS
IB	"	IRON BAR
SIB	"	STANDARD IRON BAR
SSIB	"	SHORT STANDARD IRON BAR
IBØ	"	ROUND IRON BAR
▲	"	OBSERVED REFERENCE POINT
PIN	"	PROPERTY IDENTIFICATION NUMBER - ALL PINS SHOWN ARE LAND TITLES UNLESS NOTED OTHERWISE
WIT	"	WITNESS
CON	"	CONCESSION
P1	"	PLAN 17R-1773
M	"	MEASURED
S	"	SET

ALL BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS INDICATED OTHERWISE

SURVEYOR'S CERTIFICATE

I CERTIFY THAT :

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 21st DAY OF JANUARY, 2022.

2 FEBRUARY, 2022

DATE

GREG FORD, P. Eng (CIVIL)
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS
PLAN SUBMISSION FORM NUMBER V-23496.

WILSON - FORD

Surveying & Engineering
120 KING ST. E., Box 294,
MOUNT FOREST ON, N0G 2L0
PHONE (519)323-2451

PROJECT No.: 21-9604 HARPER HOMES

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 CAO2022-013

Title of Report: Southgate Drone Incident and Damage

Department: Administration

Council Date: March 16, 2022

Council Recommendation:

Be it resolved that Council receive Staff Report CAO2022-013 as information.

Background:

It has come to the attention of the Township that the drone purchased for municipal use by various Township departments was damaged in the fall of 2021. The damage occurred while being used to practice operating and use of the drone to gain experience on an employee's personal time.

The incident was first brought to attention of Southgate Management on the evening of March 3rd, 2022 when the CAO received a call from a member of Southgate Council that he had a copy of an unsigned letter.

Staff Comments:

The incident took place when the drone was being used after business hours without permission from the Township's CAO. The damage to the drone was not reported to Township Management or Human Resources staff until March 3, 2022, when we received a copy of an anonymous letter about the matter.

When management investigated the use of the drone after business hours, it was confirmed that there was damage from a crash into a lake while trying to gain operating experience. It was confirmed with the employee the following:

- They confirmed they were the only person operating the drone on this day;
- They confirmed the purpose was to practice operating use of the drone to gain experience;
- They confirmed the use of the drone was without any permission by Management or making any other Southgate staff aware of the use prior to the incident;
- They confirmed the drone crash did occur into a lake;
- They confirmed the incident took place because of loss of line of sight and a low battery warning while operating causing loss of control of the drone;
- They confirmed divers were hired to complete recovery of the drone from the lake which was paid for personally by the employee;

- They confirmed the drone was not recovered;
- They confirmed the employee personally paid for a new drone and the shipping costs to replace the unrecovered drone; and
- The employee acknowledged and understands they should have gained permission for afterhours use and further should have reported the incident to management immediately after the crash took place, as these actions were inconsistent with and in violation of the Southgate Policy #10 Employee Code of Conduct.

This incident has been addressed following Southgate's Policy #19 Progressive Discipline Policy.

Financial Impact or Long-Term Implications

There has been no financial impact or costs incurred by the Township in relation to this incident as the employee has covered all costs at their own expense.

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 CAO2022-013 as information.

Respectfully Submitted,

CAO approval: Original Signed By

Dave Milliner – CAO

dmilliner@southgate.ca

923-2110 x210



Staff Report FIRE2022-009

Title of Report: FIRE2022-009- Mandatory Firefighter Certification
Department: Fire
Council Date: March 16, 2022

Recommendation:

Be it resolved that Council receive Staff Report FIRE2022-009 for information.

Background:

Under the previous Provincial Government Ontario Regulation 379/18: Firefighter Certification was revoked in 2018 prior to coming into force requiring mandatory NFPA certification requirements for firefighters in ten specific roles.

On January 28, 2022 the Ministry of the Solicitor General released a proposed Firefighter Certification Regulation for comment on the Ontario Regulatory Registry until February 28, 2022. The regulation is proposed to come into force on July 1, 2022, with a four and six year compliance timeline.

Staff Comments:

Since the release of the proposed regulation, Fire Chiefs around the province have had several information sessions regarding the proposed regulation supplied by the Office of the Fire Marshal (*attachment 1 and attachment 2*). The Ontario Association of Fire Chiefs agreed the best response would be a unified response by stakeholders. The OAFCA held several town hall meetings to listen to Municipal Fire Chiefs concerns and to consolidate all concerns into one document in response to the proposed mandatory certification. This document was then presented to the Ministry of the Solicitor General and the Ontario Fire Marshal.

Staff supports the proposal for mandatory certification as it only increases the safety to firefighters. Currently based off of the Southgate E&R Bylaw, firefighters in Dundalk, as of July 1st 2026 will be required to have firefighter level 1, firefighter level 2, hazmat awareness, hazmat ops training and certification.

Since 2019 each recruit firefighter hired by the Township has been put through the departments in house recruit training program. Utilizing this program each recruit has been able to receive their NFPA 1001 firefighter level 1 and 2 within their first year of employment. Due to Covid-19 last year, a few firefighters will have to complete their firefighter 2 in 2022.

Staff is proud to report that as of today 26 firefighters have received certification to firefighter level 1 and 24 firefighters have received certification to firefighter level 2. There are 6 probationary firefighters who will receive the certification this year to bring the number up to 32 firefighters.

Staff is also currently working on an internal hazmat training program utilizing certified in house staff and external partners to certify 23 firefighters to the hazmat operations level this year.

Financial Implications:

There are no financial implications from this report.

Communications & Community Action Plan Impact:

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

Concluding Comments:

That Council receive this report as information on the present level of training and the future training program requirements for the Township's Fire Department firefighters.

Respectfully Submitted,

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

Attachments:

- Attachment 1 – Firefighter Certification Technical Briefing
- Attachment 2 – FPPA Regulation Draft

Proposed Firefighter Certification Regulation

Presented to: Municipal Representatives

Date: February 18, 2022

Purpose

1. To provide an overview of the proposed Firefighter Certification regulation, which is currently available for review and comment on the [Ontario Regulatory Registry](#) until February 28, 2022; and,
2. To address questions related to the proposed regulation.

Firefighter Training and Certification: Current State

- The *Fire Protection and Prevention Act, 1997* (FPPA) does not set minimum standards for firefighter training and certification (See Appendix A). Municipalities, as the employer, are required to provide information, instruction and supervision to protect the health and safety of workers under Section 25(2)(a) of the *Occupational Health and Safety Act, 1990*.
 - **Ontario Regulation 379/18: Firefighter Certification**, which established mandatory National Fire Protection Association (NFPA) certification requirements for firefighters in ten specific roles, was revoked in 2018 prior to coming into force.
- Training practices vary across fire departments in municipalities and territories without municipal organization in Ontario.
- Ontario provides certification testing for 45 National Fire Protection Association (NFPA) levels of certification and is accredited through the International Fire Service Accreditation Congress (IFSAC) and the Pro Board.
- There is a lack of flexibility in NFPA testing practices.
 - Prerequisites under the current model do not allow for flexibility or customization of training to local needs and service levels, resulting in training pressures on volunteer fire services.

Goal: To develop a standardized approach to firefighter training, which **protects firefighters and increases public safety** while providing flexibility for the local needs and service levels of municipalities across Ontario.



Key Considerations for Firefighter Certification



Protecting the Health and Safety of Firefighters

In the absence of provincial regulations specific to firefighters, they might not have the appropriate level of training to meet risks associated with service levels established in their municipality.



Level of Service

Stakeholders have raised concerns about minimum standards that would require training beyond the level of service being delivered, as well as exposure to liability if all firefighters are not certified to the minimum standard.



Addressing Legacy Provisions

Proposal would enable current fire service personnel to be certified to their current level and consider any time required for municipalities to adhere to the regulation.



Modernization of Firefighter Training

Proposal would create opportunities to better support training delivery and certification including the option to certify firefighters to higher standards.

Overview of the Proposed Regulation

The Ministry of the Solicitor General is proposing to file a regulation under the FPPA to establish mandatory certification requirements for fire protection services.

Mandatory Certification	Exceptions	Transition (Legacy Provisions)
<ul style="list-style-type: none"> ▪ Municipalities would ensure that a firefighter is certified to the prescribed NFPA job performance requirements to perform certain fire protection services (e.g., firefighter exterior attack). <ul style="list-style-type: none"> ○ The certification must be provided by the Fire Marshal, or an accreditation from the International Fire Safety Accreditation Congress (IFSAC) or a Pro Board seal for full NFPA standards. ○ The prescribed compliance deadline for most fire protection services is July 1, 2026 (e.g., firefighter exterior attack) and July 1, 2028 for technical rescue services (e.g., rope rescue operations). 	<ul style="list-style-type: none"> ▪ There are proposed exceptions for new firefighters (< 24 months) who are operating under the supervision of a firefighter certified to the required standard for a prescribed fire protection service as well as for firefighters who are temporarily assigned to perform a different fire protection service and are operating under the supervision of a firefighter certified to the standard for that service. ▪ Firefighters would not be required to automatically re-certify if the corresponding certification requirements are subsequently updated or changed. 	<ul style="list-style-type: none"> ▪ There would be a time-limited opportunity (until September 30, 2023) for fire departments to apply for a letter of compliance based on existing firefighters' previously completed training and existing skills and knowledge. <ul style="list-style-type: none"> ○ This process would only be available for fire protection services that do not require full NFPA certification and to firefighters who have been providing those services for a minimum number of years (2-4 years, depending on the service). ○ The Office of the Fire Marshal would set out the required information for fire departments to submit.

Overview of the Proposed Approach

Level of Training	NFPA Standard	Minimum Level for Full-Service Departments	Additional Level Available via OFM ASE	Ontario-Specific Standard	
Firefighter	NFPA 1001	Level II	N/A	Exterior Firefighter	Interior Firefighter
Fire Officer	NPFA 1021	Level I	Level II, III and IV	Team Lead – Exterior	Team Lead - Interior
Pump Operators	NFPA 1002	Chapter 5	N/A	Pump Operator	
Hazardous Materials	NPFA 1072	Operations	Awareness, Technician and Mission Specific	Haz Mat Operations added to Exterior/Interior	
Auto Extrication	For Ontario-Specific Standard Only			Auto Ex (FFII JPRs) added to Exterior/Interior	
Senior Fire Officer	Optional Certification (not in Regulation)			Senior Fire Officer I	Senior Fire Officer II
Level of Training	NFPA Standard	Minimum Level	Additional Level Available via OFM ASE	Notes	
Fire Inspector	NFPA 1031	Level I	Level II and III	For Section 2 - Fire Department must certify staff that work in these roles on a regular/expected basis (e.g. normal job assignment) to the minimum level AND increase to additional levels based on job roles and responsibilities. For Example: Live Fire requires lead instructor to be trained to NFPA 1041 Level II Inspections of Flammable/Combustible liquids properties requires NFPA 1031 Level II Calltaker/Dispatcher requires NFPA 1061 Level II	
Fire Investigator	NFPA 1033	Chapter 4	N/A		
Fire Life Safety Educator	NFPA 1035	Educator I	Educator II and PIO		
Training Officer	NFPA 1041	Level I	Level II and III		
Emergency Communicators	NFPA 1061	Level I	Level II		
Incident Safety Officer	NFPA 1521	Chapter 5	N/A		

Overview of the Proposed Approach, cont.

Level of Training	NFPA Standard	Minimum Level		Additional Level Available via OFM ASE	Section 3 Notes
Common Passenger Vehicle Rescue	NFPA 1006	Awareness	Training only, not required to Certify (see Section 3 Note)	Operations and Technician	<p>For Section 3 – Any Fire Department that expects to respond to any technical rescue emergency calls should train their firefighters to minimum of Awareness Level (however, they do not have to certify via ASE).</p> <p>Additionally, any firefighters that operate at a higher level at these calls would be required to be certified to the applicable level (operations or technician based on response levels)</p> <p>This includes NFPA 1072 – Haz Mat as well (although it is listed in Section 1 for clarity)</p>
Heavy Vehicle Rescue	NFPA 1006	Awareness		Operations and Technician	
Surface Water	NFPA 1006	Awareness		Operations and Technician	
Swift Water	NFPA 1006	Awareness		Operations and Technician	
Ice Water	NFPA 1006	Awareness		Operations and Technician	
Trench Rescue	NFPA 1006	Awareness		Operations and Technician	
Confined Space	NFPA 1006	Awareness		Operations and Technician	
Structural Collapse	NFPA 1006	Awareness		Operations and Technician	
Rope Rescue	NFPA 1006	Awareness		Operations and Technician	

Implementation Considerations

Input from municipal and fire safety stakeholders (see Appendix B) informed the proposed regulation, including the implementation considerations.

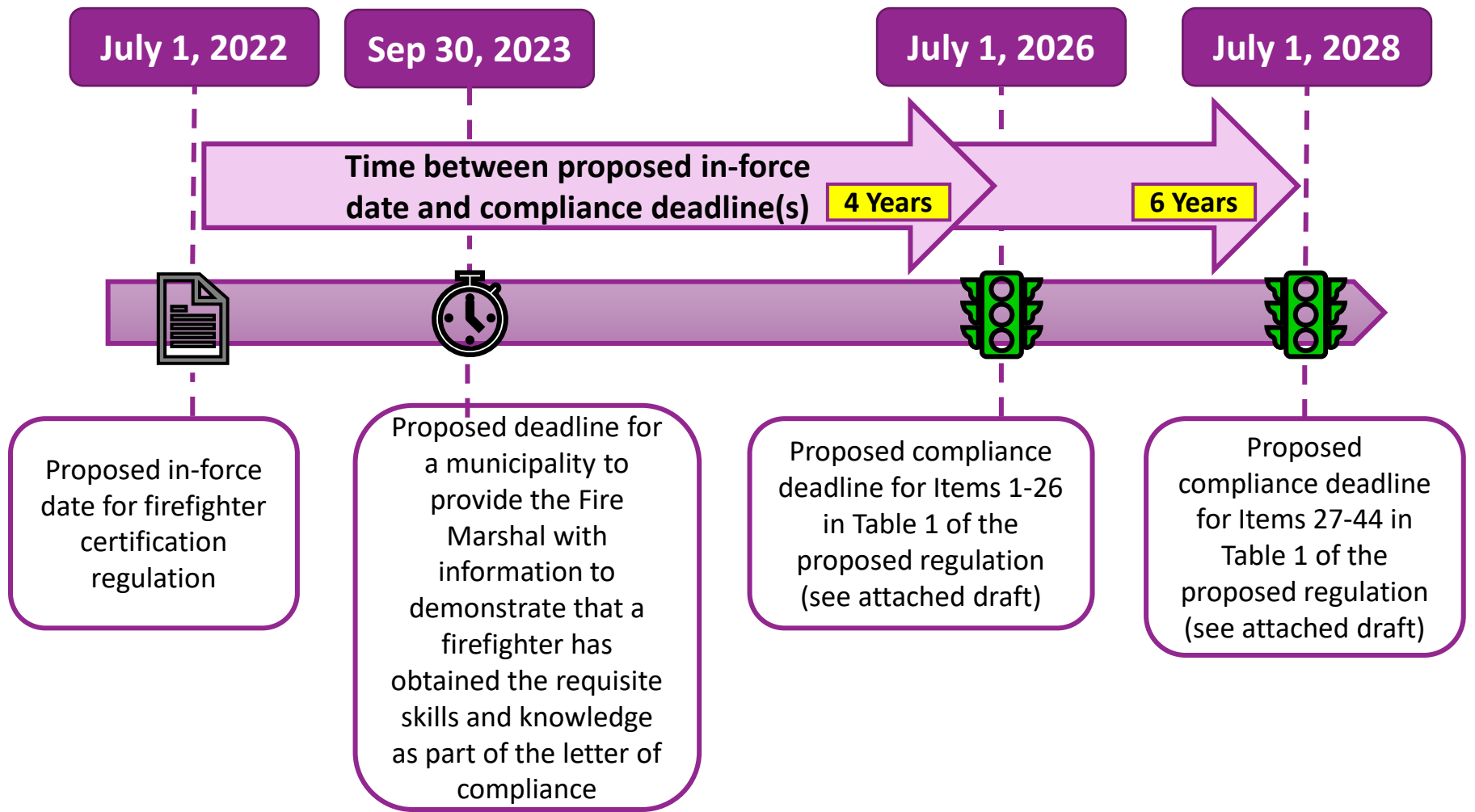
Flexibility	Training
<ul style="list-style-type: none">▪ The proposed approach would provide flexibility to meet local training needs based on the level of fire protection service set by municipal council.▪ If the local level of service exceeds the minimum standard set out in the proposed regulation, the Office of the Fire Marshal would continue to provide certification to full NFPA standards at no cost.▪ Municipalities that require assistance in reviewing their Establishing and Regulating bylaw and level of service are encouraged to contact their Fire Protection Adviser at the Office of the Fire Marshal.	<ul style="list-style-type: none">▪ Many fire departments already train to a higher standard than the proposed minimum certification requirements.▪ Fire departments would continue to train according to the local level of fire protection service.

Implementation Considerations, cont.

Compliance	Administration
<ul style="list-style-type: none"> ▪ Staggered timelines are proposed to help ensure fire departments have sufficient time to: <ul style="list-style-type: none"> ○ Certify new firefighters (2026 for most fire protection services; 2028 for technical rescue). ○ Submit “legacy” applications for eligible firefighters (would be able to apply until September 2023). ▪ To meet the new requirements in the proposed regulation, municipalities and their fire departments are encouraged to plan out the next four to six years of training. ▪ The FM has the power to monitor, review and advise municipalities respecting the provision of fire protection services. This includes designated OFM sections monitoring/reviewing the requirements of minimum certification. ▪ The OFM would take a phased approach to enforcement: <ul style="list-style-type: none"> ○ Review concerns with the Fire Chief, ○ Address concerns with the CAO, ○ Failing the above points, the FM would consider additional options to communicate to the public. ▪ The Fire Marshal reserves the right to: <ul style="list-style-type: none"> ○ Use enforcement measures available under the FPPA ○ Refer the issue to the MLTSD given the potential impact to firefighter health and safety 	<ul style="list-style-type: none"> ▪ Some administrative costs are estimated based on the potential value of time it may take municipal fire departments to: <ul style="list-style-type: none"> ○ Familiarize themselves with the regulation. ○ Maintain training records. ○ Complete one-time legacy applications (estimated one hour per application). ▪ The estimated range (between \$290 to \$1400 per fire department) would depend on the size of the department and number of legacy applications for eligible firefighters. <ul style="list-style-type: none"> ○ This estimated cost range does not capture any associated training costs which are expected to be minimal as most fire departments are anticipated to already be training to the service level established by their municipality.

The Office of the Fire Marshal is developing resources to support implementation.

Timeline for Proposed Regulation



Next Steps

- The Office of the Fire Marshal to review feedback received through multiple technical briefings (i.e., All Fire Chief Town Hall sessions) with municipal Fire Chiefs and continue to address any comments/questions received about the proposed regulation.
- Ministry to review and incorporate feedback on the proposed Firefighter Certification regulation received through the Ontario Regulatory Registry.

Questions and Discussion

Caution:

This consultation draft is intended to facilitate dialogue concerning its contents. Should the decision be made to proceed with the proposal, the comments received during consultation will be considered during the final preparation of the regulation. The content, structure, form and wording of the consultation draft are subject to change as a result of the consultation process and as a result of review, editing and correction by the Office of Legislative Counsel.

CONSULTATION DRAFT

ONTARIO REGULATION

to be made under the

FIRE PROTECTION AND PREVENTION ACT, 1997

FIREFIGHTER CERTIFICATION

CONTENTS

1.	Definition
2.	Mandatory certification
3.	Exceptions
4.	Transition
5.	Commencement
Table 1	Mandatory certification for fire protection services

Definition

1. In this Regulation,

“NFPA” means the National Fire Protection Association.

Mandatory certification

2. (1) Every municipality, and every fire department in a territory without municipal organization, must ensure that its firefighters perform a fire protection service set out in Column 1 of Table 1 only if, on or after the corresponding day specified in Column 3 of that Table,

- (a) the firefighter performing the fire protection service is certified, at a minimum, to the corresponding certification standard set out in Column 2 of that Table; or
- (b) this Regulation provides that the certification standard referred to in clause (a) does not apply with respect to the firefighter.

(2) The certification must be,

- (a) provided by the Fire Marshal; or

- (b) an accreditation from the International Fire Safety Accreditation Congress (IFSAC), or a Pro Board seal, that is recognized by the Fire Marshal as equivalent to the certification provided by the Fire Marshal.

Exceptions

3. (1) A certification standard set out in item 1 or 2 of Table 1 does not apply with respect to a firefighter who,

- (a) is performing a service that is within the scope of that item;
- (b) has been a firefighter for no more than 24 months; and
- (c) is operating under the supervision of a firefighter certified to that standard.

(2) A certification standard set out in Column 2 of Table 1 does not apply with respect to a firefighter who is,

- (a) temporarily assigned to perform a different fire protection service for which a different minimum certification is required; and
- (b) operating under the supervision of a firefighter who has obtained the certification corresponding to the fire protection service or services being delivered.

(3) If a firefighter was previously certified under this Regulation for an item listed in Table 1, that certification continues to be valid even if the requirements for obtaining that certification are subsequently updated or changed.

Transition

4. (1) Subject to subsection (2), a certification standard set out in item 1, 2, 3, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 17 or 18 of Table 1 does not apply with respect to a firefighter if the Fire Marshal issues the firefighter a letter of compliance with the certification standard in accordance with this section.

(2) The Fire Marshal shall issue a letter of compliance with a certification standard to a firefighter if,

- (a) the firefighter has been performing the fire protection service that the standard corresponds to since at least,
 - (i) January 1, 2021, in the case of a certification standard set out in item 1, 2, 3, 5, 6 or 7,

- (ii) January 1, 2020, in the case of a certification standard set out in item 9, 10, 11, 12, 13, 14 or 15, or
 - (iii) January 1, 2019, in the case of a certification standard set out in item 17 or 18;
- (b) before September 30, 2023, the firefighter's municipality, or fire department in an area without municipal organization, provides the Fire Marshal with information, such as training records, to demonstrate to the satisfaction of the Fire Marshal that the firefighter, through past training and experience, has obtained the requisite knowledge and requisite skills associated with the corresponding standard; and
- (c) the Fire Marshal is satisfied with the information provided under clause (b).

Commencement

5. [Commencement]

TABLE 1
MANDATORY CERTIFICATION FOR FIRE PROTECTION SERVICES

Item	Column 1 Fire protection service	Column 2 Minimum Certification Standard	Column 3 Compliance Deadline
1.	Firefighter Exterior Attack: Fire suppression operations from the exterior of the building only.	The following job performance requirements of NFPA 1001, "Standard for Fire Fighter Professional Qualifications", 2019 Edition, Chapter 4 (Firefighter I) and Chapter 5 (Firefighter II): 4.1, 4.2, 4.3.1, 4.3.2, 4.3.3, 4.3.6, 4.3.7, 4.3.8, 4.3.10 (A1-A9, B1-B3, B4 (exterior stairway), B5-B10), 4.3.15, 4.3.16, 4.3.17, 4.3.18, 4.3.19, 4.3.20, 4.3.21, 4.5 5.1, 5.2, 5.3.1, 5.3.2 (A1-A4), 5.3.3, 5.3.4, 5.4.2, 5.5.3	July 1, 2026
2.	Firefighter Exterior Attack and auto extrication: Fire suppression operations from the exterior of the building only and auto extrication rescue.	All job performance requirements in Item 1 and the following job performance requirements of NFPA 1001, "Standard for Fire Fighter Professional Qualifications", 2019 Edition, Chapter 5 (Firefighter II): 5.4.1	July 1, 2026
3.	Firefighter Exterior Attack and hazardous materials response: Fire suppression operations from the exterior of the building only and Operations-level hazardous materials response.	All job performance requirements in Item 1 and all job performance requirements of NFPA 1072, "Standard for Hazardous Materials/Weapons of Mass Destruction Emergency Response Personnel Professional Qualifications", 2017 Edition, Chapter 5 (Operations).	July 1, 2026
4.	Firefighter Exterior Attack, auto extrication and hazardous materials response: Fire suppression operations from the exterior of the building only, automobile extrication rescue and Operations-level hazardous materials response.	All job performance requirements in Items 1, 2 and 3.	July 1, 2026

5.	Firefighter Interior Attack: Fire suppression operations that enter the interior of the building and can perform rescue.	All job performance requirements in Item 1 and the following job performance requirements of NFPA 1001, "Standard for Fire Fighter Professional Qualifications", 2019 Edition, Chapter 4 (Firefighter I) and Chapter 5 (Firefighter II): 4.3.4, 4.3.9, 4.3.10 (A10-A11, B4 (interior stairway), B11), 4.3.11, 4.3.12, 4.3.13, 4.3.14 5.3.2 (A5-A9, B1-B6)	July 1, 2026
6.	Firefighter Interior Attack and auto extrication: Fire suppression operations that enter the interior of the building and can perform rescue and automobile extrication rescue.	All job performance requirements in Item 5 and the following job performance requirements of NFPA 1001, "Standard for Fire Fighter Professional Qualifications", 2019 Edition, Chapter 5 (Firefighter II): 5.4.1	July 1, 2026
7.	Firefighter Interior Attack and hazardous materials response: Fire suppression operations that enter the interior of the building and Operations-level hazardous materials response.	All job performance requirements in Item 5 and all job performance requirements of NFPA 1072, "Standard for Hazardous Materials/Weapons of Mass Destruction Emergency Response Personnel Professional Qualifications", Chapter 5 (Operations).	July 1, 2026
8.	Firefighter Interior Attack, auto extrication and hazardous materials response: Fire suppression operations that enter the interior of the building and can perform rescue, automobile extrication rescue and Operations-level hazardous materials response (full service firefighter).	All job performance requirements of NFPA 1001, "Standard for Fire Fighter Professional Qualifications", 2019 Edition, Chapter 5 (Firefighter II).	July 1, 2026
9.	Team Lead Exterior Attack: Supervision of firefighters that provide fire suppression operations from the exterior of the building only.	All job performance requirements in Item 1 and the following job performance requirements of NFPA 1021, "Standard for Fire Officer Professional Qualifications", 2014 Edition, Chapter 4 (Fire Officer I): 4.1.1, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.4.1, 4.4.2, 4.4.4, 4.4.5, 4.5.3, 4.6, 4.7.1, 4.7.3	July 1, 2026
10.	Team Lead Exterior Attack and auto extrication: Supervision of firefighters that provide fire suppression operations from the exterior of the building only or that provide auto extrication rescue.	All job performance requirements in Item 2 and the following job performance requirements of NFPA 1021, "Standard for Fire Officer Professional Qualifications", 2014 Edition, Chapter 4 (Fire Officer I): 4.1.1, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.4.1, 4.4.2, 4.4.4, 4.4.5, 4.5.3, 4.6, 4.7.1, 4.7.3	July 1, 2026
11.	Team Lead Exterior Attack and hazardous materials response: Supervision of firefighters that provide fire suppression operations from the exterior of the building only or that provide Operations-level hazardous materials response.	All job performance requirements in Item 3 and the following job performance requirements of NFPA 1021, "Standard for Fire Officer Professional Qualifications", 2014 Edition, Chapter 4 (Fire Officer I): 4.1.1, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.4.1, 4.4.2, 4.4.4, 4.4.5, 4.5.3, 4.6, 4.7.1, 4.7.3	July 1, 2026
12.	Team Lead Exterior Attack, auto extrication and hazardous materials: Supervision of firefighters that provide fire suppression operations from the exterior of the building only or that provide automobile extrication rescue or Operations-level hazardous materials response.	All job performance requirements in Item 4, and the following job performance requirements of NFPA 1021, "Standard for Fire Officer Professional Qualifications", 2014 Edition, Chapter 4 (Fire Officer I): 4.1.1, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.4.1, 4.4.2, 4.4.4, 4.4.5, 4.5.3, 4.6, 4.7.1, 4.7.3	July 1, 2026

13.	Team Lead Interior Attack: Supervision of firefighters that provide fire suppression operations from the interior of the building and can perform rescue.	All job performance requirements in Item 5 and the following job performance requirements of NFPA 1021, "Standard for Fire Officer Professional Qualifications", 2014 Edition, Chapter 4 (Fire Officer I): 4.1.1, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.4.1, 4.4.2, 4.4.4, 4.4.5, 4.5.3, 4.6, 4.7.1, 4.7.3	July 1, 2026
14.	Team Lead Interior Attack and auto extrication: Supervision of firefighters that provide fire suppression operations from the interior of the building and can perform rescue or that provide automobile extrication rescue.	All job performance requirements in Item 6 and the following job performance requirements of NFPA 1021, "Standard for Fire Officer Professional Qualifications", 2014 Edition, Chapter 4 (Fire Officer I): 4.1.1, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.4.1, 4.4.2, 4.4.4, 4.4.5, 4.5.3, 4.6, 4.7.1, 4.7.3	July 1, 2026
15.	Team Lead Interior Attack and hazardous materials response: Supervision of firefighters that provide fire suppression operations from the interior of the building and can perform rescue or that provide Operations-level hazardous materials response.	All job performance requirements in Item 7 and the following job performance requirements of NFPA 1021, "Standard for Fire Officer Professional Qualifications", 2014 Edition, Chapter 4 (Fire Officer I): 4.1.1, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.4.1, 4.4.2, 4.4.4, 4.4.5, 4.5.3, 4.6, 4.7.1, 4.7.3	July 1, 2026
16.	Team Lead Interior Attack, auto extrication and hazardous materials response: Supervision of firefighters that provide fire suppression operations from the interior of the building and can perform rescue or that provide automobile extrication rescue or Operations-level hazardous materials response (full service fire officer).	All job performance requirements of NFPA 1021 "Standard for Fire Officer Professional Qualifications", 2014 Edition, Chapter 4 (Fire Officer I).	July 1, 2026
17.	Pump Operations: Operation of a pumper apparatus without driving the apparatus, or where the apparatus does not require a class D licence.	All job performance requirements of NFPA 1002, "Standard for Fire Apparatus Driver/Operator Professional Qualifications", 2017 Edition, Chapter 5 (Apparatus Equipped with Fire Pump), without pre-requisites in Chapter 4.	July 1, 2026
18.	Pump Operations: driver: Driving and operating a pumper apparatus that requires a class D licence.	All job performance requirements in NFPA 1002 "Standard for Fire Apparatus Driver/Operator Professional Qualifications", 2017 Edition, Chapter 5 (Apparatus Equipped with Fire Pump).	July 1, 2026
19.	Fire Prevention/Inspection: conducting fire and life safety inspections.	All job performance requirements of NFPA 1031, "Standard for Professional Qualifications for Fire Inspector and Plan Examiner", 2014 Edition, Chapter 4 (Fire Inspector I).	July 1, 2026
20.	Fire Investigator: conducting fire cause and origin investigations.	All job performance requirements of NFPA 1033, "Professional Qualifications for Fire Investigator", 2014 Edition, Chapter 4 (Fire Investigator).	July 1, 2026
21.	Fire and Life Safety Educator: providing fire and life safety education.	All job performance requirements of NFPA 1035, "Standard on Fire and Life Safety Educator, Public Information Officer, Youth Firesetter Intervention Specialist, and Youth Firesetter Program Manager Professional Qualifications", 2015 Edition, Chapter 4 (Fire and Life Safety Educator).	July 1, 2026
22.	Training Officer: providing training and education to other fire personnel.	All job performance requirements of NFPA 1041, "Standard for Fire and Emergency Services Instructor Professional Qualifications", 2019 Edition, Chapter 4 (Fire and Emergency Services Instructor I).	July 1, 2026

23.	Emergency Communicators: taking emergency calls.	All job performance requirements of NFPA 1061, “Standard for Public Safety Telecommunications Personnel Professional Qualifications”, 2018 Edition, Chapter 4 (Public Safety Telecommunicator I).	July 1, 2026
24.	Incident Safety Officers: undertaking the primary role of incident safety officer at emergency calls.	All job performance requirements of NFPA 1521, “Standard for Fire Department Safety Officer Professional Qualifications”, 2020 Edition, Chapter 5 (Incident Safety Officer).	July 1, 2026
25.	Hazardous Materials Response — Operations Mission Specific Level: responding to emergencies involving hazardous materials at the Operations Mission Specific Level.	All job performance requirements of NFPA 1072, “Standard for Hazardous Materials/Weapons of Mass Destruction Emergency Response Personnel Professional Qualifications”, Chapter 6 (Operations Mission Specific)	July 1, 2026
26.	Hazardous Materials Response — Technician Level: responding to emergencies involving hazardous materials at the Technician Level.	All job performance requirements of NFPA 1072, “Standard for Hazardous Materials/Weapons of Mass Destruction Emergency Response Personnel Professional Qualifications” Chapter 7 (Hazardous Materials Technician).	July 1, 2026
27.	Rope Rescue — Operations: rope rescue at the Operations Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 5 (Rope Rescue) (Operations): 5.2	July 1, 2028
28.	Rope Rescue — Technician: rope rescue at the Technician Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 5 (Rope Rescue) (Technician): 5.3	July 1, 2028
29.	Structural Collapse — Operations: structural collapse rescue at the Operations Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 6 (Structural Collapse Rescue) (Operations): 6.2	July 1, 2028
30.	Structural Collapse — Technician: structural collapse rescue at the Technician Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 6 (Structural Collapse Rescue) (Technician): 6.3	July 1, 2028
31.	Confined Space — Operations: confined space rescue at the Operations Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 7 (Confined Space Rescue) (Operations): 7.2	July 1, 2028
32.	Confined Space — Technician: confined space rescue at the Technician Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 7 (Confined Space Rescue) (Technician): 7.3	July 1, 2028

33.	Vehicle Rescue — Operations: rescue involving passenger vehicles at the Operations Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 8 (Common Passenger Vehicle Rescue) (Operations): 8.2	July 1, 2028
34.	Vehicle Rescue — Technician: rescue involving passenger vehicles at the Technician Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 8 (Common Passenger Vehicle Rescue) (Technician): All of 8.3	July 1, 2028
35.	Heavy Vehicle Rescue — Operations: rescue involving heavy vehicles at the Operations Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 9 (Heavy Vehicle Rescue) (Operations): 9.2	July 1, 2028
36.	Heavy Vehicle Rescue — Technician: rescue involving heavy vehicles at the Technician Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 9 (Heavy Vehicle Rescue) (Technician): 9.3	July 1, 2028
37.	Trench Rescue — Operations: trench rescue at the Operations Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 12 (Trench Rescue) (Operations): 12.2	July 1, 2028
38.	Trench Rescue — Technician: trench rescue at the Technician Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 12 (Trench Rescue) (Technician): 12.3	July 1, 2028
39.	Surface Water Rescue — Operations: surface water rescue at the Operations Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 17 (Surface Water Rescue) (Operations): 17.2	July 1, 2028
40.	Surface Water Rescue — Technician: surface water rescue at the Technician Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 17 (Surface Water Rescue) (Technician): 17.3	July 1, 2028
41.	Swift Water Rescue — Operations: swift water rescue at the Operations Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 18 (Swiftwater Rescue) (Operations): 18.2	July 1, 2028

42.	Swift Water Rescue — Technician: swift water rescue at the Technician Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 18 (Swiftwater Rescue) (Technician): 18.3	July 1, 2028
43.	Ice Water Rescue — Operations: ice water rescue at the Operations Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 20 (Ice Rescue) (Operations): 20.2	July 1, 2028
44.	Ice Water Rescue — Technician: ice water rescue at the Technician Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 20 (Ice Rescue) (Technician): 20.3	July 1, 2028



Staff Report HR2022-008

Title of Report: HR2022-008 – Deputy Fire Chief Hiring
Department: Human Resources
Council Date: March 16, 2022

Recommendation:

Be it resolved that Council receive staff report HR2022-008 for information.

Background:

The Southgate Deputy Fire Chief is responsible for providing direction & oversight of the mobilized fire suppression and emergency operations of the department, as well as the effective management, training and leadership of Captains, Fire Prevention Officer and Volunteer Firefighter personnel.

The Southgate Deputy Fire Chief is responsible for general administrative duties, incident reporting, vehicle & equipment maintenance & repairs for all apparatus for the Dundalk Fire Department and acts as the Southgate Fire Chief in their absence, or as required or delegated.

At the December 1, 2021 Council Meeting the following resolution was passed

Moved By Councillor Frew **Seconded By** Councillor Sherson

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

Carried No 2021-721

Staff Comments:

The position was posted internally and externally on February 3, 2022 with a closing date of February 17, 2022. Four (4) resumes were received and reviewed, including one (1) internal candidate. Two (2) candidates were interviewed on March 2, 2022. Dave Guilbault was the chosen candidate and begins in his new role April 4, 2022. This position is part-time and a 2-year contract.

Dave comes to Southgate with over 30 years of experience as a Chief Fire Officer and over 45 years in the fire service. He has extensive knowledge of the Ontario Fire Code, Fire Protection and Prevention Act, Ontario Building Code and NFPA standards. Dave was named Canadian Fire Chief of the year in 2005 and Ontario Fire Chief of the Year in 1997 and 2007.

Financial Implications:

There are no financial implications associated with this report as this position has been approved 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:

Staff are pleased to welcome Dave into his new role as Deputy Fire Chief.

Respectfully Submitted,

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

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

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

Attachments:
None.



Staff Report PW2022-015

Title of Report: PW2022-015 Department Report
Department: Public Works
Branch: None
Council Date: March 16, 2022

Recommendation:

Be it resolved that Council receive Staff Report PW2022-015 for information.

Background:

Public Works Department update.

Staff Comments:

Transportation and Public Safety:

1. Hydro One will be conducting their vegetation maintenance program, work will consist of trimming and removing hazardous trees around the hydro lines, and the chipping of roadside brush, the areas in Southgate are outlined in the notification letter and mapping attachments. These will also be posted on the Township website. (Attachment #1,2,3 & 4)

Water & Wastewater:

1. Operators repaired a watermain break on March 4, 2022, on Holland Street.

Financial Implications:

The watermain repair is funded through the Operating Budget.

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 PW2022-015 for information.

Respectfully Submitted,

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

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

Attachments:

Attachment #1 – HONI Notification letter

Attachment #2, 3 & 4 – Mapping Locations

Township of Southgate,

Re: Vegetation Maintenance Program

I am writing to inform you that Hydro One is scheduled to complete vegetation maintenance on the right-of-way in your community in 2022.

Hydro One performs routine maintenance to ensure the safety and reliability of our power lines. This work is essential to prevent unnecessary service interruptions, allow easy and safe access for our crews to perform emergency repairs on the power lines and to keep the right-of-way safe for public use.

The work on the right-of-way in your community will include the removal of incompatible vegetation, including brush (vegetation less than four inches in diameter) and dead, diseased or hazardous trees. Vegetation that requires **removal will be marked with orange paint/tape** and the vegetation that requires **trimming will be marked with blue paint/tape**. If trees are removed from your property, all wood will be left on-site. In areas where there is a higher density of brush, mechanical equipment may be used.

If you have any questions regarding the planned work, please contact Tom Black by phone # 705-731-7875 or by email at Tom.BLACK@HydroOne.com. If you are a tenant, we ask that you forward this letter to the property owner.

Thank you for your co-operation as we complete this important work.

Sincerely,

Tom Black

Tom Black
Forestry services
Hydro One Inc.
Fenelon Falls Forestry Technician
705 731 7875



Hydro One Networks Inc.
Public Affairs
483 Bay Street
South Tower, 8th Floor
Toronto, ON M5G 2P5

Tel: 1-877-345-6799

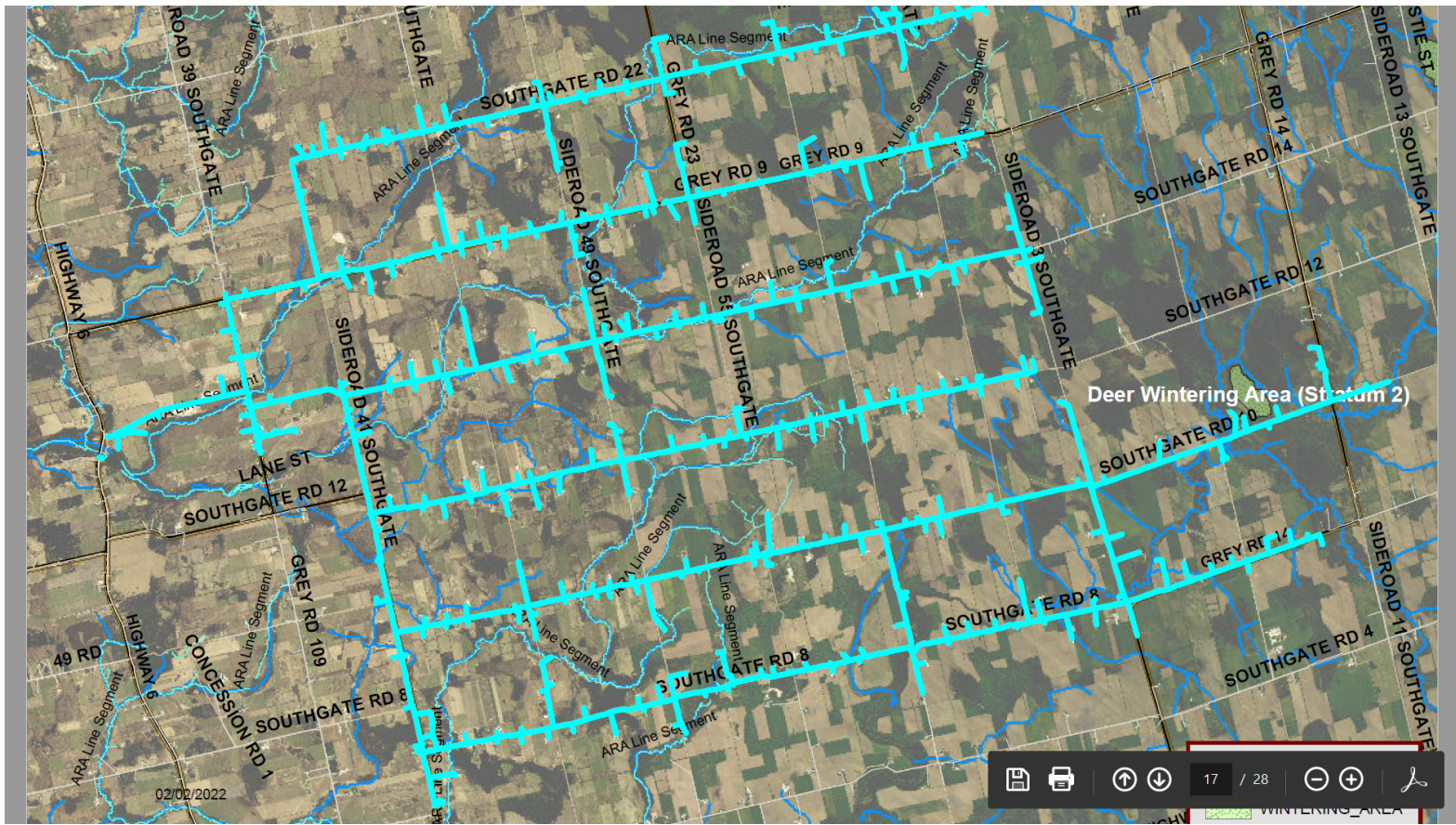


www.HydroOne.com

R00

[illegible]





Monthly Statistics Report		
	Dec 2021	Jan 2022
New Patrons	10	6
Tech Help	15	17
Circulation	618	508
Phone Calls	100	158
Reference/Reader's Advisory	11	21
Programs	9	12
Program Participation	92	203
Facebook Reaches	2,135	1,789
Instagram Reaches	2,709	2,427
Instagram Engagements	323	188
E-material Circulation	276	362
E-resource usage	N/A	21
ILL Circulation – Received	5	16
ILL Circulation – Requests	16	13
Computer Usage	73	N/A
Library Visits	372	N/A
Curbside Pick-up	50	155

CEO Update:

This year the staff are trying a few new initiatives to assist patrons. In January we launched book bundle subscriptions for adults, teens and kids. Patrons or caregivers can fill out a survey on their main interests and staff will put together a bundle of items for them to grab and go. These bundles will be made once a month and may include books, DVDs, audiobooks, magazines, activities, and treats.

The library also launched a homebound service for patrons who cannot get into the library. Staff will gather items of interest for each patron and delivery them to the patron's home once a month. In the future the plan is to transition this service to volunteers.

The new library shelving has arrived, and staff are excited for the new flow once the library reopens.

Accomplishments:

- Attended OLA Superconference
- Homebound Service Launched
- Book Bundles Launched
- Meeting with CMHA Grey Bruce

60 Day Plan:

- Spring book orders
- Policy reviews
- Diversity audit
- Wellness Kits

Programs and Events:

- Teen DIY Snowflake Sign
- Kids Penguin craft
- Tween DIY Headbands
- Adult Felt Ball Garland
- Teen DIY Cup Cozy
- Journaling 101
- Book Club
- Teen Reading List Challenge
- Teen Volunteer Hours making bookmarks
- Kids Valentine's Card
- Adult DIY Valentine themed Gnome

Upcoming Programming:

- Family Day Fun Bag – Feb. 15
- Adult Book Club – Feb. 23
- Beginners Guide to Pressure Cooking – Feb. 24
- Teen Crystal Bead Bookmark – Feb. 22
- Kids Craft take home kit – Mar. 1
- Adult Mason Jar Vase take home kit – Mar. 8
- March Break – Harry Potter Extravaganza
- Subscription Bags

Accounts Payable

CIBC - 1 - Standard Cheque Register By Date

02/01/2022 thru 02/28/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
041349	02/03/2022	001004	BARCLAY WHOLESALE	259.90
	Invoice 49511		01/24/2022 ARENA-ULTRALYTE 4L X4	259.90
041350	02/03/2022	001011	ACKLANDS GRAINGER	56.65
	Invoice 9160274396		12/23/2021 JH&SC-HIGH VIS ORNG VEST	-64.96
	Invoice 9185147320		01/20/2022 ED-SAFETY HAT/SURVEYORS VEST	121.61
041351	02/03/2022	001020	AGO INDUSTRIES INC.	225.51
	Invoice 998407		01/11/2022 JH&SC-TRAFFIC SFTY LINED JACKT	225.51
041352	02/03/2022	001044	ANCHEM SALES	969.54
	Invoice IN1834		01/19/2022 WATER CHEMICALS	1,059.94
	Invoice CM1753		01/18/2022 WATER CHEMICAL-PALLET DEP RFI	-90.40
041353	02/03/2022	002047	BROADLINE EQUIPMENT RENTALS LTD	501.60
	Invoice 89461		01/14/2022 WST-INDIRECT DIESEL HEATER	501.60
041354	02/03/2022	003026	CARSON SUPPLY	401.31
	Invoice S1651149.003		01/13/2022 SWR-WYE BRANCH 1" X 3/4"	401.31
041355	02/03/2022	003076	STAPLES PROFESSIONAL	382.74
	Invoice 58300688		01/21/2022 FIN/WTR/BLD-FOLDRS/PLANNRS/PP	357.12
	Invoice 58268380		01/19/2022 WTR-BLUE PAPER	25.62
041356	02/03/2022	003092	CADUCEON ENTERPRISES INC.	436.90
	Invoice 22-225		01/20/2022 MUN-OFFICE WATER TESTING	18.63
	Invoice 22-224		01/20/2022 RDS-HOLSTEIN WATER TESTING	18.63
	Invoice 22-223		01/20/2022 REC-SWINTON PARK WATER TESTII	18.63
	Invoice 22-221		01/20/2022 DDLK SEWAGE TESTING	222.60
	Invoice 22-134		01/14/2022 DDLK WATER TESTING	139.78
	Invoice 22-226		01/20/2022 EGREMONT OPT WATER TESTING	18.63
041357	02/03/2022	004031	DEVTRA INC	1,474.93
	Invoice 9574		01/14/2022 RDS-INSPECTION BOOKS	1,474.93
041358	02/03/2022	004081	DUNWOOD SIGNS & TEXTILES INC.	716.42
	Invoice 6612		01/19/2022 FIRE-TEE/POLO LOGO NEW RECRUI	450.87
	Invoice 6610		01/19/2022 RDS-ALUPANEL SIGN SINGLE SIDE	265.55
041359	02/03/2022	005037	EVANS UTILITY & MUNICIPAL PROD	37,210.34
	Invoice 0000164703		01/14/2022 WTR-E-CODERS R900I/METER TAIL	37,210.34
041360	02/03/2022	005039	EXCEL BUSINESS SYSTEMS	506.24
	Invoice 261306		01/01/2022 FIN/LIB/FIRE-JAN COPIER LEASE	253.12
	Invoice 262134		01/12/2022 FIN/LIB/FIRE-FEB COPIER LEASE	253.12
041361	02/03/2022	008015	HAWKINS ELECTRICAL CONTRACTING LTD.	26,752.75
	Invoice 3030		01/19/2022 CAP/RDS-LIGHT&ELECTRICAL INSTL	26,752.75
041362	02/03/2022	008027	HIGHLAND SUPPLY	67.44
	Invoice 302588		01/21/2022 RDS-DIESEL EXHAUST/HAIR PIN	61.70
	Invoice 302732		01/27/2022 BLDG-SHACKLE 5-8IN	5.74
041363	02/03/2022	008039	HURON BAY CO-OPERATIVE INC.	54.05
	Invoice 193904		01/15/2022 WST-PROPANE REFILL/POLY GLOVE	54.05
041364	02/03/2022	008041	HWY 4 TRUCK SERVICE LTD.	1,347.21
	Invoice 108150		01/11/2022 RDS-AIRTNK DRAIN VALV/MUDFLAP	277.96

Accounts Payable

CIBC - 1 - Standard Cheque Register By Date

02/01/2022 thru 02/28/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
Invoice 108449			01/25/2022 RDS-#205 ADJUST CLUTCH FREPLA	54.06
Invoice 108456			01/25/2022 RDS-HEATER HOSE	24.05
Invoice 108205			01/14/2022 WST-#218 HYDRL LEAK/COMPL SRV	965.51
Invoice 108314			01/18/2022 RDS-SILICONE HEATER HOSE	25.63
041365	02/03/2022	009004	IDEAL SUPPLY INC.	655.46
Invoice 3539907			01/20/2022 RDS-STEER FLUID/PEN PLAT 0W20	200.82
Invoice 3533479			01/19/2022 RDS-#209 HALOGEN SEALED BEAMS	29.47
Invoice 3528999			01/18/2022 RDS-WINTER BLADES 20" X2	38.40
Invoice 3537516			01/20/2022 RDS-CONVEX 12" MIRROR	61.92
Invoice 3529131			01/18/2022 RDS-REGULATOR OXYGEN HEAVYD	174.57
Invoice 3529156			01/18/2022 RDS-REGULATOR ACETYLENE HVYI	150.28
041366	02/03/2022	010014	JAGUAR MFG.	26.69
Invoice 61700			01/14/2022 RDS-#220 SUPPLY PARTS-VLV/NIPL	26.69
041367	02/03/2022	013035	MCDONALD HOME HARDWARE	718.04
Invoice 107794			01/21/2022 ARENA-QUARTER ROUND PINE	14.68
Invoice 107785			01/21/2022 ARENA-ROLLERS/RECEPTACLES	19.74
Invoice 107719			01/19/2022 ARENA-PRIMER/BRUSHES/ROLLERS	83.31
Invoice 107586			01/13/2022 LIB-SPRAY BOTTLE/DETERGENT	7.66
Invoice 107613			01/14/2022 WTR-3V BATTERY	6.77
Invoice 107612			01/14/2022 SWR-AXLE GEAR OIL	10.16
Invoice 107636			01/15/2022 RDS-WNDSHIELD ANTIFREEZE X2	9.02
Invoice 107577			01/13/2022 SWR-CAT LITTR/KEY SET/GEAR OIL	38.36
Invoice 107664			01/17/2022 RDS-SNAPOFF KNIFE&BLADE/BRUS	60.38
Invoice 107725			01/19/2022 RDS-SOCKETS/BLDRS HARDWARE	37.06
Invoice 107747			01/20/2022 RDS-SINGLE SIDED KEY	3.72
Invoice 107760			01/20/2022 RDS-MAIL BOX X2/RAZOR SCRAPER	71.16
Invoice 107814			01/22/2022 RDS-BUILDERS HARDWARE	3.94
Invoice 107777			01/21/2022 RDS-BUILDERS HARDWARE-SIGNS	16.76
Invoice 107793			01/21/2022 RDS-TOWNG STARTR KIT/GLVS/RAC	134.39
Invoice 107895			01/25/2022 RDS-BATTERIES/AIR FRESHNER	18.05
Invoice 107685			01/18/2022 ARENA-SANDING SPONGES	11.29
Invoice 107667			01/17/2022 ARENA-COL CAS X3	15.22
Invoice 107666			01/17/2022 ARENA-PREMIX CMPND/QRTTR ROU	62.21
Invoice 107583			01/13/2022 ARENA-SCREW SETTER/STD 4'X8'	77.22
Invoice 107587			01/13/2022 BLDG-SNOW BRUSH	16.94
041368	02/03/2022	013058	MINISTER OF FINANCE	100,466.00
Invoice 281101220934095			01/15/2022 POL-MUNICPL CONTRACTS JAN 202	100,466.00
041369	02/03/2022	013097	MCDUGALL ENERGY INC.	8,931.78
Invoice 5585679			01/17/2022 HOLSTEIN DEPOT REGULAR GAS	817.67
Invoice 5585680			01/17/2022 HOLSTEIN DEPOT CLEAR DIESEL	2,659.03
Invoice 5585681			01/17/2022 HOLSTEIN DEPOT DYED DIESEL	3,818.06
Invoice 5593400			01/21/2022 DUNDALK DEPOT DYED DIESEL	1,637.02
041370	02/03/2022	015016	ONTARIO ASSOCIATION OF FIRE CHIEFS	288.15
Invoice 2022			01/31/2022 FIRE-OAFC MEMBERSHIP REF#4290	288.15
041371	02/03/2022	015041	OPTIMIST CLUB OF EGREMONT TOWNSHIP	1,000.00
Invoice 2022-013			01/20/2022 FIN-2022 FIREWORKS FUNDING	1,000.00
041372	02/03/2022	015045	OSPREY EQUIPMENT REPAIR LTD	18,692.82
Invoice 3946			01/17/2022 RDS-#113 REPAIR PARK BRAKE SYS	3,693.78
Invoice 3949			01/17/2022 WST-#115 RMV ENGINE/REPL PART	14,999.04

Accounts Payable

CIBC - 1 - Standard Cheque Register By Date

02/01/2022 thru 02/28/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
041373	02/03/2022	016040	PREMIER EQUIPMENT LTD	2,256.66
	Invoice 1343107		01/20/2022 RDS-#116 AIR/OIL FILTER KIT/EL	615.56
	Invoice 1343122		01/20/2022 RDS-#133 AIR/OIL FLTRS/HYDRAUL	844.63
	Invoice 1343124		01/20/2022 RDS-#105 AIR/OIL/HYD/FUEL FLTR	796.47
041374	02/03/2022	018007	R.J. BURNSIDE & ASSOCIATES LIM	3,672.50
	Invoice 300054351.0000-2		01/01/2022 RDS-BRIDGE S114 EVAL JANUARY	3,672.50
041375	02/03/2022	018011	REALTAX INC.	2,683.75
	Invoice 81869		01/18/2022 GYSG21-09 REAL TAX FEES	536.75
	Invoice 81870		01/18/2022 GYSG21-11 REAL TAX FEES	536.75
	Invoice 81871		01/18/2022 GYSG21-13 REAL TAX FEES	536.75
	Invoice 81872		01/18/2022 GYSG21-14 REAL TAX FEES	536.75
	Invoice 81873		01/18/2022 GYSG21-18 REAL TAX FEES	536.75
041376	02/03/2022	018032	ROBERT'S FARM EQUIPMENT	292.44
	Invoice S28464		01/14/2022 RDS-HYDRL ELBOW FITTING LEAK	292.44
041377	02/03/2022	019051	SPARLING'S PROPANE	1,828.18
	Invoice 88725065887573		01/20/2022 WST-PROPANE	1,828.18
041378	02/03/2022	019073	STRONGCO EQUIPMENT	494.29
	Invoice 92122767		01/18/2022 RDS-#100 GAS SHOCK LOCKNG ENC	494.29
041379	02/03/2022	019076	STUTZ BROWN & SELF PROFESSIONAL CORP	370.50
	Invoice 33562		01/17/2022 PLAN-S-3899-22 REGISTRATIONS	370.50
041380	02/03/2022	019080	SUN LIFE ASSURANCE COMPANY OF CANADA	12,226.19
	Invoice December 23, 2021		01/31/2022 EMPLOYEE BENEFITS	12,226.19
041381	02/03/2022	020032	TOROMONT INDUSTRIES LTD.	576.03
	Invoice PS601089372		01/14/2022 WST-FILTERS AS/FUEL/LUB	576.03
041382	02/03/2022	020047	PEAVEY INDUSTRIES LP	273.41
	Invoice TRN0243		01/17/2022 RDS-WRENCHS/WISE GRIP/MULTIBIT	273.41
041383	02/03/2022	020050	TST SMALL ENGINE REPAIR	644.32
	Invoice 01/24/2022		01/24/2022 FIRE-GENERATOR PARTS&LABOUR	385.61
	Invoice 01/24/22		01/24/2022 FIRE-STIHL&PUMP11 PRSR FAN LBF	258.71
041384	02/03/2022	022002	VALLEY BLADES LIMITED	2,787.85
	Invoice SV054564		01/12/2022 RDS-BOLT SER GR/BL X4	2,787.85
041385	02/03/2022	022008	VIKING CIVES LTD	266.28
	Invoice 2704930		01/13/2022 RDS-#212 LOW OIL INDICATOR ELC	266.28
041386	02/03/2022	023005	WALKERTON CLEAN WATER CENTRE	1,253.80
	Invoice 3062265		01/21/2022 WTR-3 MARCH COURSES	1,253.80
041387	02/03/2022	023024	WELLINGTON NORTH POWER	924.76
	Invoice Jan18-77070000-00		01/18/2022 REC-HOLST PARK ELECTRICITY	47.97
	Invoice Jan18-77067500-00		01/18/2022 REC-HOLSTEIN ELECTRICITY	51.61
	Invoice Jan19-77076500-00		01/19/2022 RDS-HOLST ST LIGHT ELECTRICITY	291.01
	Invoice Jan18-77037500-00		01/18/2022 RDS-HOLSTEIN SHED ELECTRICITY	534.17
041388	02/03/2022	023044	WAGGS LTD.	53.39
	Invoice 348392		01/11/2022 LIB-MAT CLEANING SERVICES	53.39

Accounts Payable

CIBC - 1 - Standard Cheque Register By Date

02/01/2022 thru 02/28/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
041389	02/03/2022	025002	YOUNG'S BUILDING MATERIALS INC.	31.10
	Invoice 757157		01/20/2022 RDS-CAR CLIP FRESHNER/KEYS CU	31.10
041390	02/03/2022	098002	2780050 ONTARIO INC.	1,000.00
	Invoice 2021-228		01/20/2022 FINAL INSPECTION DEPOSIT REFND	1,000.00
041391	02/03/2022	098002		629.50
	Invoice 17201		01/31/2022 SP2S-21 CONTINGENCY REFUND	629.50
041392	02/03/2022	098002		640.00
	Invoice 2021-51		01/20/2022 RFND CANCELLED PERMIT	640.00
041393	02/03/2022	099002	ACES HEAVY TOWING	738.74
	Invoice 11666		01/13/2022 RDS-#220 WINCH PLOW RD8 & 14	738.74
041394	02/03/2022	099002	ANDY'S LOCK SERVICE INC.	300.52
	Invoice 15076		01/25/2022 RDS-REASMBLE LEVER LOCKSET&C	300.52
041395	02/03/2022	099002	COMMERCIAL EMEGENCY EQUIPMENT	778,784.43
	Invoice EM-04438893-0		01/17/2022 FIRE/CAP-MAXISABER PUMPER TAN	778,784.43
041396	02/03/2022	099002		50,000.00
	Invoice 01/24/2022		01/24/2022 TILE DRAIN LOAN 2022-01	50,000.00
041397	02/03/2022	099003	FINCH CHEVROLET CADILLAC BUICK GMC LTD.	47,551.99
	Invoice 133435		01/20/2022 BLD-'22 CHEVY SILVERADO#156875	47,551.99
041398	02/03/2022	099006	ONTARIO LIBRARY SERVICE	3,597.68
	Invoice IN000000529		01/05/2022 LIB-OVERDRIVE JAN-DEC31'22	2,242.49
	Invoice IN000000724		01/05/2022 LIB-PROVINCIAL ERESOURCES 2022	1,355.19
041399	02/03/2022	002005	B. EDWARDS TRANSFER	2,237.40
	Invoice 642510		11/26/2021 WTR-HYDRO EX WTRMAIN-161 MAIN	2,237.40
041400	02/03/2022	003092	CADUCEON ENTERPRISES INC.	304.40
	Invoice 21-22346		12/31/2021 DDLK WATER TESTING	173.88
	Invoice 22-339		12/31/2021 DUNDALK WATER TESTING-THMS	130.52
041401	02/03/2022	004071	DUNDALK FOODLAND	74.70
	Invoice Tran6992		12/07/2021 FIN-ZIPLOC BAGS	4.51
	Invoice Tran6525		12/23/2021 EMPLOYEE FRUIT BASKET	45.20
	Invoice Tran1444		12/23/2021 ADM/HR-BEEF BURGER TRAD	49.98
	Invoice Tran5533		12/23/2021 ADMIN/HR-BEEF BURGER TRAD RFN	-24.99
041402	02/03/2022	005039	EXCEL BUSINESS SYSTEMS	3,454.69
	Invoice 426131		08/30/2021 FIN-AUGUST 2021 COPIES	691.33
	Invoice 428735		09/30/2021 FIN-SEPTEMBER 2021 COPIES	311.91
	Invoice 431265		10/30/2021 FIN-OCTOBER 2021 COPIES	276.50
	Invoice 433850		11/30/2021 FIN-NOVEMBER 2021 COPIES	390.53
	Invoice 436680		12/31/2021 FIN-DECEMBER 2021 COPIES	349.26
	Invoice 426130		08/30/2021 LIB-AUGUST 2021 COPIES	127.66
	Invoice 428736		09/30/2021 LIB-SEPTEMBER 2021 COPIES	142.66
	Invoice 431264		10/30/2021 LIB-OCTOBER 2021 COPIES	185.59
	Invoice 433849		11/30/2021 LIB-NOVEMBER 2021 COPIES	105.86
	Invoice 436681		12/31/2021 LIB-DECEMBER 2021 COPIES	114.03
	Invoice 258825		09/14/2021 LIB/FIN/FIRE-OCT COPIER LEASE	253.12
	Invoice 259651		10/14/2021 LIB/FIN/FIRE-NOV COPIER LEASE	253.12
	Invoice 260465		11/12/2021 LIB/FIN/FIRE-DEC COPIER LEASE	253.12

Accounts Payable

CIBC - 1 - Standard Cheque Register By Date

02/01/2022 thru 02/28/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
041403	02/03/2022	006031	FS PARTNERS	475.26
	Invoice 12/31/2021		12/31/2021 REC/FIRE-DECEMBER FUEL	150.21
	Invoice 11/30/2021		11/30/2021 REC/FIRE-NOVEMBER FUEL	310.97
	Invoice 99163984		12/31/2021 REC/FIRE-FINANCE CHARGES	14.08
041404	02/03/2022	007015		3,433.00
	Invoice December 31, 2021		12/31/2021 '21 DRAINAGE SUPERINTD SERVICE	3,433.00
041405	02/03/2022	008021	HERALD NEWSPAPER CORP	169.50
	Invoice 20599		08/17/2021 FIRE-WE ARE HIRING AUG 18/25	169.50
041406	02/03/2022	009004	IDEAL SUPPLY INC.	577.39
	Invoice 3224066		10/25/2021 FIRE-W/W FLUID/PWR STEER FLUID	20.86
	Invoice 3161961		10/07/2021 RDS-AIR FILTER/UNIV COOLANT X4	140.57
	Invoice 3222849		10/25/2021 RDS-TORK INDUSTRL CLEAN CLOTH	313.91
	Invoice 3226940		10/25/2021 RDS-#212 FUEL/WTR SEP FILTER	26.83
	Invoice 3362488		11/26/2021 RDS-#111 AUTOMOTIVE BELT RTRN	-15.36
	Invoice 3354289		11/25/2021 RDS-#111 AIR FILTER	22.02
	Invoice 3338503		11/22/2021 RDS-SEALED BEAM	18.29
	Invoice 3448092		12/20/2021 RDS-TWIN HOSE GRADE R OXY-AC	50.27
041407	02/03/2022	011023	KORE MECHANICAL INC	1,332.21
	Invoice 3207		11/25/2021 ARENA-RELOCATE AMMONIA WIRIN	1,332.21
041408	02/03/2022	012027	LAWN, GARDEN & LANDSCAPE	226.00
	Invoice 507		12/31/2021 RDS-DDCU Parking Lot Snow	226.00
041409	02/03/2022	018007	R.J. BURNSIDE & ASSOCIATES LIM	35,732.84
	Invoice 300036469.0000-8		12/31/2021 R-SDRD 75 DRAINAGE THRU DEC'21	27,859.05
	Invoice 300054393.0000-1		12/31/2021 R DRAINAGE-DEC'21	7,873.79
041410	02/03/2022	019048	SOUTH EAST GREY COMMUNITY HEALTH CENTRE	1,942.23
	Invoice 753		12/31/2021 PUBH-GAS/ELECTRICITY AUG-DEC	1,942.23
041412	02/03/2022	020044	TRITON ENGINEERING SERVICES LTD	14,446.78
	Invoice 52778		12/31/2021 R-A4153 FLATO W REALE DECEMBE	1,471.23
	Invoice 52779		12/31/2021 R-A4167 FLATO DVLPMNT PH7,8,10	3,726.49
	Invoice 52797		12/31/2021 R-A4154 FLATO MISC DECEMBER	1,144.13
	Invoice 52784		12/31/2021 R-A4165 WHITE ROSE PH3 NOV/DEC	7,158.55
	Invoice 52786		12/31/2021 R-A4153 REALE FLATO W BL75 DEC	946.38
041413	02/03/2022	022004	VANALSTINE AUTOMOTIVE	86.91
	Invoice 14895		11/24/2021 REC-OIL CHANGE	86.91
041414	02/03/2022	023039	WORK EQUIPMENT	1,788.43
	Invoice 052842		12/07/2021 RDS-HUSCO MAGNETC TUBE ASSY	1,788.43
041415	02/03/2022	099002	CHALK MAMMA DESIGNS	48.00
	Invoice 104		12/31/2021 SANTA PARADE SFTY VEST PERSNI	48.00
041416	02/03/2022	099003	FARLOW'S HOME HARDWARE	63.21
	Invoice 85556		11/29/2021 FIRE-SAFETY GLASSES	63.21
041417	02/16/2022	001004	BARCLAY WHOLESALE	207.93
	Invoice 50166		02/07/2022 ARENA-HAND SANITIZER 4L X2	131.65
	Invoice 50264		02/07/2022 ARENA-MOP HEADS X6	76.28

Accounts Payable

CIBC - 1 - Standard Cheque Register By Date

02/01/2022 thru 02/28/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
041418	02/16/2022	001011	ACKLANDS GRAINGER	446.81
	Invoice 9192070069		01/26/2022 RDS-SAFETY HATS	236.03
	Invoice 9160483948		01/01/2022 JHSC-TRAFFIC HOODIE/TSHIRT	210.78
041419	02/16/2022	001024	AIR LIQUIDE CANADA INC.	364.32
	Invoice 73961330		02/01/2022 RDS-DDLK 2022 CYLINDER LEASE	184.42
	Invoice 73961329		02/01/2022 RDS-HOLST 2022 CYLINDER LEASE	179.90
041420	02/16/2022	001039	AMCTO	242.95
	Invoice 234047-2022		01/01/2022 HR-2022 MEMBERSHIP FEE	242.95
041421	02/16/2022	002005	B. EDWARDS TRANSFER	565.00
	Invoice 642610		02/07/2022 SWR-HYDRO EX THAW OUT SWR LII	565.00
041422	02/16/2022	003022	CARDINAL COURIERS LTD.	42.70
	Invoice 2219387		01/31/2022 RDS-SHIPPING	42.70
041423	02/16/2022	003026	CARSON SUPPLY	1,401.69
	Invoice S1639740.002		02/01/2022 WTR-1" NL COMPRESSION 90	234.80
	Invoice S1651149.004		01/24/2022 WTR-1X1" WYE BRANCH	1,166.89
041424	02/16/2022	003076	STAPLES PROFESSIONAL	663.65
	Invoice 58439356		02/04/2022 WTR-WYPALL TOWELS	224.52
	Invoice 58365185		01/28/2022 WTR/BLD/FIN-FILE FLDR/PPR/ENVL	439.13
041425	02/16/2022	003077	COTTAGE COUNTRY INTERNET	3,910.33
	Invoice 1510-20220128-1		01/28/2022 WTR-WELL INTERNET	3,910.33
041426	02/16/2022	003092	CADUCEON ENTERPRISES INC.	1,462.26
	Invoice 22-526		01/27/2022 DDLK WATER TESTING-HALOACETI	515.31
	Invoice 22-523		01/27/2022 DDLK WATER TESTING	195.83
	Invoice 22-524		01/27/2022 DDLK WATER TESTING	186.34
	Invoice 22-527		01/27/2022 DDLK WATER TESTING	224.07
	Invoice 22-528		01/27/2022 DDLK SEWER TESTING	154.37
	Invoice 22-869		01/31/2022 DDLK WATER TESTING	186.34
041427	02/16/2022	004039	DILLMAN SANITATION LTD	175.15
	Invoice 16000		02/08/2022 RDS-HPVL TOILET RNTL FEB-MAR08	175.15
041428	02/16/2022	004058	DUNDALK & DISTRICT FOOD BANK	1,100.00
	Invoice February 10, 2022		02/10/2022 '21/'22 DONATIONS	1,100.00
041429	02/16/2022	004081	DUNWOOD SIGNS & TEXTILES INC.	841.29
	Invoice 6621		01/26/2022 WST-DISPOSAL SIGN FOR DUNDALF	606.25
	Invoice 6633		02/02/2022 ARENA-COVID QR SIGNS FOR ENTR	58.76
	Invoice 6637		02/07/2022 AREN-T W/REC DEP EMBROIDERY X	176.28
041430	02/16/2022	005001	E. F. MARTIN MFG. LTD.	4.52
	Invoice 8964		02/03/2022 RDS-#318 19X2X2" TUBE	4.52
041431	02/16/2022	005039	EXCEL BUSINESS SYSTEMS	574.10
	Invoice 262981		02/14/2022 FIN/LIB/FIRE-COPIER LEASE MAR	253.12
	Invoice 439236		01/30/2022 LIB-JANUARY COPIES	138.53
	Invoice 439237		01/30/2022 FIN-JANUARY COPIES	182.45
041432	02/16/2022	007043	GREY COUNTY FIRE CHIEFS ASSOCIATION	500.00
	Invoice 2022-DUN		01/02/2022 '22 MEMBER AIR SUPPRT/FIRE ASS	500.00

Accounts Payable

CIBC - 1 - Standard Cheque Register By Date

02/01/2022 thru 02/28/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
041433	02/16/2022	008005	HACH SALES & SERVICE CANADA LTD	570.64
	Invoice 274398		01/25/2022 SWR-RGT SET AMVER HR50 TEST X	570.64
041434	02/16/2022	008014	HARTMAN COMMUNICATIONS	2,580.92
	Invoice 42853		01/24/2022 RDS-#318/319 INSTL RADIO/GPS	2,580.92
041435	02/16/2022	008021	HERALD NEWSPAPER CORP	435.05
	Invoice 21165		01/06/2022 VRTL PUB MTG NOTICE/DC PROPOS	435.05
041436	02/16/2022	008027	HIGHLAND SUPPLY	47.08
	Invoice 302852		02/02/2022 RDS-BOLTS/NUTS/WSHR/LINCH PIN	12.00
	Invoice 302756		01/28/2022 RDS-#113 LOCK NUT/THREADLOCK	35.08
041437	02/16/2022	008041	HWY 4 TRUCK SERVICE LTD.	55.60
	Invoice 108519		01/27/2022 RDS-#212 SEAL KIT	55.60
041438	02/16/2022	009018	INTACT PUBLIC ENTITIES	5,126.96
	Invoice IN000017338		01/25/2022 RDS-CLAIM P3002788	5,126.96
041439	02/16/2022	010011		158.00
	Invoice February 7, 2022		02/07/2022 OLD TOWN HALL 4 FEB CLEANS	158.00
041440	02/16/2022	010042	J.D. MCARTHUR TIRE SERVICES INC.	62.09
	Invoice 04RO0069037		02/09/2022 RDS-#216 MOUNT WIDE BASE ROD	62.09
041441	02/16/2022	011006	KEADY LIVESTOCK MARKET	1,630.00
	Invoice 259799		01/25/2022 CLERKS-2022 POUND FEES	200.00
	Invoice 258166		01/01/2022 PROPSTD-2021 FEED & WATER	1,430.00
041442	02/16/2022	012010	LIBRARY BOUND INC	1,369.07
	Invoice 30119353		01/13/2022 LIBRARY BOOKS	896.67
	Invoice 30119768		01/20/2022 LIBRARY BOOKS	472.40
041443	02/16/2022	013035	MCDONALD HOME HARDWARE	172.62
	Invoice 108161		02/04/2022 SWR-COMFORT BATT R22-23	59.88
	Invoice 108136		02/03/2022 RDS-AUGER DRAIN DRUM	18.63
	Invoice 108134		02/03/2022 WST-BUILDR HRDWR/HOSE NOZZLE	70.12
	Invoice 108144		02/03/2022 CLRK-SINGLE SIDED KEY	3.72
	Invoice 108066		02/01/2022 ARENA-RUBBER TARP STRAP X6	20.27
041444	02/16/2022	013058	MINISTER OF FINANCE	4,698.13
	Invoice 282411211011036		01/01/2022 FIRE-MCSCS COMMUNITY SAFETY+	65.03
	Invoice 1-117289066-9		01/30/2022 AG-2013-03 TILE DEBENTUR REPAY	4,633.10
041445	02/16/2022	013097	MCDUGALL ENERGY INC.	39,345.99
	Invoice 5522010		01/01/2022 EGREMONT STATION DYED DIESEL	404.60
	Invoice 5625079		02/01/2022 MUNICIPAL OFFICE CLEAR DIESEL	13,745.09
	Invoice 5625081		02/01/2022 MUNICIPAL OFFICE REG GAS	1,665.18
	Invoice 5625080		02/01/2022 MUNICIPAL OFFICE DYED DIESEL	2,229.35
	Invoice 5625403		02/03/2022 DUNDALK DEPOT DYED DIESEL	1,283.80
	Invoice 5625407		02/03/2022 EGREMONT TRANSFER DYED DIESEL	1,156.89
	Invoice 5625406		02/03/2022 EGREMONT TRANSFER CLEAR DIESEL	3,173.76
	Invoice 5625501		02/04/2022 HOLSTEIN DEPOT CLEAR DIESEL	5,767.32
	Invoice 5625500		02/04/2022 HOLSTEIN DEPOT DYED DIESEL	4,113.81
	Invoice 5606938		01/28/2022 HOLSTEIN DEPOT DYED DIESEL	4,743.83
	Invoice 5608396		01/28/2022 HOLSTEIN DEPOT CLEAR DIESEL	1,062.36
041446	02/16/2022	015019	ONTARIO ASSOCIATION OF POLICE SERVICES BOARDS	250.00

Accounts Payable

CIBC - 1 - Standard Cheque Register By Date

02/01/2022 thru 02/28/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
	Invoice January 6, 2022		01/06/2022 SOUTHGATE OAPSB ZONE 5 MEMBE	250.00
041447	02/16/2022	016036	POSTMEDIA NETWORK INC.	207.64
	Invoice 629145		01/31/2022 FIN-RFP DEVEL CHRGR STUDY	207.64
041448	02/16/2022	016040	PREMIER EQUIPMENT LTD	976.02
	Invoice 1346380		01/28/2022 RDS-HYDRAULIC/AIR FILTERS	976.02
041449	02/16/2022	018011	REALTAX INC.	4,407.00
	Invoice 81504		01/01/2022 GYSG21-14 REAL TAX FEES	508.50
	Invoice 81499		01/01/2022 GYSG21-09 REAL TAX FEES	508.50
	Invoice 81500		01/01/2022 GYSG21-10 REAL TAX FEES	565.00
	Invoice 81501		01/01/2022 GYSG21-11 REAL TAX FEES	565.00
	Invoice 81505		01/01/2022 GYSG21-15 REAL TAX FEES	565.00
	Invoice 81502		01/01/2022 GYSG21-12 REAL TAX FEES	565.00
	Invoice 81506		01/01/2022 GYSG21-16 REAL TAX FEES	565.00
	Invoice 81507		01/01/2022 GYSG21-17 REAL TAX FEES	565.00
041450	02/16/2022	018027	RIVERSIDE EQUIPMENT REPAIR	1,396.05
	Invoice 11858		01/31/2022 RDS-FLOOR DRAINS	1,396.05
041451	02/16/2022	018045	ROUBOS FARM SERVICE LTD	147,372.25
	Invoice 300053046		02/03/2022 CAP/RD49-PROGRESS PYT CERT #5	147,372.25
041452	02/16/2022	019051	SPARLING'S PROPANE	4,358.58
	Invoice 88725040904505		01/26/2022 REC-PROPANE	652.50
	Invoice 88725041905311		01/27/2022 RDS-PROPANE	1,517.15
	Invoice 88725041905310		01/26/2022 RDS/FIN-OFFICE PROPANE	2,188.93
041453	02/16/2022	019076	STUTZ BROWN & SELF PROFESSIONAL CORP	737.98
	Invoice 33657		02/03/2022 PLAN-S-3899-22 REGISTRATIONS	370.53
	Invoice 33605		01/26/2022 PLAN-S-3899-2022 REGISTRATIONS	367.45
041454	02/16/2022	020005	TECHNICAL STANDARDS & SAFETY AUTHORITY	250.00
	Invoice 6885079		01/23/2022 RDS-ELEVATING DEVICE LCNSE '22	250.00
041455	02/16/2022	020026		150.00
	Invoice January 2022		01/31/2022 LIB-JANUARY CLEANING	150.00
041456	02/16/2022	020042	TRILLIUM FORD LINCOLN LTD	141.19
	Invoice RT16230		01/01/2022 RDS-ENGINE OIL LEAK	141.19
041457	02/16/2022	020044	TRITON ENGINEERING SERVICES LTD	27,606.64
	Invoice 52796		01/01/2022 CAP-T4612 ELEVATED WTR TWR-DE	5,183.17
	Invoice 52800		01/01/2022 CAP-M5621 VICTORIA RECONST-DE	13,769.05
	Invoice 52780		01/01/2022 CAP-W4609 WASTEWATER EA-DEC	6,658.39
	Invoice 52777		01/01/2022 CAP-A4152 WHITE ROSE PH1&2-DEC	1,996.03
041458	02/16/2022	022002	VALLEY BLADES LIMITED	2,895.20
	Invoice SV053389		01/01/2022 RDS-BOLT SER GR/BL X4/FREIGHT	2,895.20
041459	02/16/2022	022008	VIKING CIVES LTD	1,164.01
	Invoice 2705663		02/03/2022 RDS-#122 SAFETY CABLE	135.65
	Invoice 2705664		02/03/2022 RDS-#309 ROADWATCH TEMP SENS	583.40
	Invoice 2705300		01/24/2022 RDS-PIN 1.25 DIA X 4.000 X3	44.94
	Invoice 2705333		01/25/2022 RDS-UPPER INNER ARM WELD'T HY	400.02
041460	02/16/2022	023008	WASTE MANAGEMENT	9,571.64

Accounts Payable

CIBC - 1 - Standard Cheque Register By Date

02/01/2022 thru 02/28/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
	Invoice 0004206-0677-4		02/01/2022 WST- RECYCLING	9,571.64
041461	02/16/2022	023044	WAGGS LTD.	53.39
	Invoice 333526		01/01/2022 LIB-MAT CLEANING	53.39
041462	02/16/2022	026001	ZEKE AIR HEATING & COOLING	193.80
	Invoice 9623		01/01/2022 AREN-JULY GEO UNIT 1&2 REPAIRS	193.80
041463	02/16/2022	098002		100.00
	Invoice 2018-256		02/10/2022 BLDG FINAL INSP DEPOSIT REFUND	100.00
041464	02/16/2022	098002		175.00
	Invoice 2020-342		02/10/2022 BLDG FINAL INSP DEPOSIT REFUND	175.00
041465	02/16/2022	098002	SCHWINDT BUILDING CONTRACTORS	250.00
	Invoice 2021-92		02/08/2022 BLDG FINAL INSP DEPOSIT REFUND	250.00
041466	02/16/2022	098002	THE DURRER GROUP INC	250.00
	Invoice 2020-387		02/08/2022 BLDG FINAL INSP DEPOSIT REFUND	250.00
041467	02/16/2022	099002	BATES BROS CONSTRUCTION INC.	1,548.10
	Invoice 489007		01/01/2022 RDS-RMV ELM/LIMBS IDA/VICTORIA	1,548.10
041468	02/16/2022	099002	C-MAX FIRE SOLUTIONS	874.70
	Invoice 92215		01/01/2022 FIRE-PUMP SERVICE TEST/FITTING	874.70
041469	02/16/2022	099003	FINCH CHEVROLET CADILLAC BUICK GMC LTD.	50,048.16
	Invoice 133297		01/20/2022 CAP/RDS-2021 CHEVY SILVERADO	50,048.16
041470	02/16/2022	099005	JD MOBILE REPAIR SERVICE	532.80
	Invoice 285		01/28/2022 WST-#120 THERMOSTAT ASSMBLY	532.80
041471	02/16/2022	099005	LONDON WEST RESOURCE CENTRE	175.15
	Invoice 205619		01/02/2022 LIB-MARC RECORDS '22 FOREST OF	175.15
041472	02/16/2022	099006	OLDER ADULT CENTRES' ASSOCIATION OF ONTARIO	32.50
	Invoice 01824		02/03/2022 CNCL-SENIORS CLUB MEMBERSHIP	32.50
041473	02/16/2022	099007		2,034.00
	Invoice 10006636		01/13/2022 FIRE-INSTL/NETWORK DVR REPLCM	2,034.00
041474	02/16/2022	099007		241.06
	Invoice December, 2021		01/01/2022 SANTA PARADE TREAT BAG/HVS VS	241.06
041475	02/16/2022	099008	VEN-REZ PRODUCTS LTD	7,374.83
	Invoice 671511		02/07/2022 CAP/LIB-SHELVING	7,374.83
Cheque Register Total -				1,516,536.27

Accounts Payable

CIBC - 2 - Online Cheque Register By Date

02/01/2022 thru 02/28/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
001309	02/16/2022	002053	BRUCE TELECOM	22.54
	Invoice 02/04/2022		02/04/2022 CLRK-WEBHOSTING/DOMAIN NAME	22.54
001310	02/16/2022	005006	EASTLINK	355.75
	Invoice 17918126		02/03/2022 REC-FMAC INTERNET	84.70
	Invoice 17918137		02/03/2022 RDS/FIRE-INTERNET	84.70
	Invoice 17918128		02/03/2022 ARENA-TELEPHONE	84.70
	Invoice 17918125		02/03/2022 LIB-INTERNET	101.65
001311	02/16/2022	008026	HIGHLAND FUELS DUNDALK LTD.	4,616.55
	Invoice 01/31/22		01/31/2022 FIRE-JANUARY FUEL+LATE FEE	572.25
	Invoice 12/31/2021		01/01/2022 FIRE-DECEMBER FUEL	931.79
	Invoice 01/31/2022		01/31/2022 RDS-JANUARY FUEL	3,112.51
001312	02/16/2022	008039	HURON BAY CO-OPERATIVE INC.	51.27
	Invoice 194557		01/29/2022 WST-PROPANE REFILL X2	51.27
001313	02/16/2022	009004	IDEAL SUPPLY INC.	2,216.94
	Invoice 3589734		02/04/2022 RDS-W/W TURBO -40C X16	63.28
	Invoice 3569254		01/31/2022 RDS-ALUMINUM TOOL BOX	945.48
	Invoice 3559187		01/27/2022 RDS-ALUMINUM TOOL BOX	945.48
	Invoice 3552691		01/25/2022 RDS-THREAD SEALANT WITH PTFE	36.71
	Invoice 3545941		01/24/2022 RDS-LEGND IMPORT BTRY/MULTIM7	225.99
Cheque Register Total -				7,263.05

Accounts Payable

CIBC - 3 - PAP Cheque Register By Date

02/01/2022 thru 02/28/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
000027	02/16/2022	005026	ENBRIDGE GAS INC.	1,021.12
	Invoice Feb9'22-052156259413	02/09/2022	SWR-NATURAL GAS	1,021.12
Cheque Register Total -				1,021.12

Accounts Payable

CIBC - 3 - PAP-Don't Use Cheque Register By Date

02/01/2022 thru 02/28/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
000352	02/07/2022	020038	TOWNSHIP OF SOUTHGATE	1,792.03
	Invoice 179152		12/31/2021 LIB/POL-NOV/DEC WATER CHARGES	160.28
	Invoice 178859		12/31/2021 FIRE-NOV/DEC WATER CHARGES	334.92
	Invoice 178855		12/31/2021 RDS-DDLK NOV/DEC WATER CHARG	177.77
	Invoice 178854		12/31/2021 ARENA-NOV/DEC WATER CHARGES	968.57
	Invoice 179184		12/31/2021 REC-FMAC NOV/DEC WATER CHARG	150.49
000353	02/16/2022	002013	BELL CANADA	1,120.89
	Invoice Feb1'22-5199233431		02/01/2022 ARENA-TELEPHONE	44.50
	Invoice Feb1'22-5199231105		02/01/2022 FIRE/EMERG-TELEPHONE	278.87
	Invoice Feb1'22-5193343581		02/01/2022 RDS-HOLST DEPOT TELEPHONE	89.00
	Invoice Feb1'22-5199235150		02/01/2022 WTR-WELL 4 TELEPHONE	44.50
	Invoice Feb1'22-5199235054		02/01/2022 RDS-DDLK DEPOT TELEPHONE	44.50
	Invoice Feb1'22-5199232512		02/01/2022 REC-POOL TELEPHONE	62.24
	Invoice Feb1'22-5199239198		02/01/2022 WTR-WELL 5 TELEPHONE	44.50
	Invoice Feb1'22-5199233483		02/01/2022 WTR-WELL 3 TELEPHONE	44.50
	Invoice Feb1'22-5199233248		02/01/2022 LIB/POL-TELEPHONE	99.44
	Invoice Feb1'22-5199239156		02/01/2022 SEWER-TELEPHONE	44.50
	Invoice Feb1'22-5199232110		02/01/2022 FIN-OFFICE TELEPHONE	324.34
000354	02/16/2022	008044	HYDRO ONE NETWORKS INC.	21,572.21
	Invoice February 4, 2022		02/04/2022 ELECTRICITY CHARGES	21,572.21
000355	02/16/2022	019080	SUN LIFE ASSURANCE COMPANY OF CANADA	13,234.67
	Invoice January 23, 2022		01/23/2022 EMPLOYEE BENEFITS	13,234.67
Cheque Register Total -				37,719.80

Accounts Payable

CIBC - 5 - Direct Deposit Cheque Register By Date

02/01/2022 thru 02/28/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
000157	02/01/2022	001058	ASSOCIATION OF MUNICIPALITIES OF ONTARIO	3,453.96
	Invoice MEM008257		01/01/2022 ADM-LOWER TIER MUN '22 MEMBR	3,453.96
000158	02/01/2022	002063	BRANDT TRACTOR LTD.	948.98
	Invoice 4705025		01/11/2022 RDS-SRVC CALL INSP COOLNT LEA	948.98
000159	02/01/2022	003083	COUNTY OF GREY	493.25
	Invoice IVC0000000021684		12/17/2021 RDS-CIVIC ADDRESSING NOV'21	493.25
000160	02/01/2022	006014	FIRM GRIP PROPERTY MAINTENANCE	632.80
	Invoice 2123		12/31/2021 RDS-DDLK DEPOT 2 DEC CLEANS	113.00
	Invoice 2121		12/31/2021 FIN-DEC OFFICE CLEANS X4	519.80
000161	02/01/2022	009010	INFINITY NETWORK SOLUTIONS	4,507.28
	Invoice 38326		01/05/2022 FIN-JAN MANAGED PHONE SERVICE	118.54
	Invoice 38122		01/05/2022 FIN-APR'22-APR'25 VMWARE SUBSC	282.55
	Invoice 38324		01/05/2022 ALL USERS JAN MONITOR/MAINTNC	3,243.10
	Invoice 38325		01/05/2022 ALL USERS JAN MSO365 SERVICES	863.09
000162	02/01/2022	013086	MUNICIPAL EMPLOYER PENSION CENTRE	249.17
	Invoice MC007456		01/01/2022 ADM-'22 EMPLOYEE MUNCPL CONTI	249.17
000163	02/01/2022	020049	THE WELLINGTON ADVERTISER	950.99
	Invoice 274648		01/06/2022 FIN-'22 BUDGET VRTL MTG NOTICE	368.75
	Invoice 274471		12/30/2021 RDS/CRSGRD-EMPLOYMENT OPP	388.16
	Invoice 274313		12/23/2021 ADMN-HOLIDAY SCHEDULE	194.08
000164	02/01/2022	023022	THE CORPORATION OF THE COUNTY OF WELLINGTON	600.00
	Invoice 2022-25		01/12/2022 ADMIN-TAPMO 2022 MEMBERSHIP	600.00
000165	02/11/2022	003041	CHEMTRADE CHEMICALS CANADA LTD	8,085.94
	Invoice 93274681		01/18/2022 SWR-ALUM SULFATE LIQ STD BULK	8,085.94
000166	02/11/2022	003066	B & I COMPLETE TRUCK CENTRE	113.23
	Invoice 01P155170		01/12/2022 RDS-OIL FLTR/AIR TK MOUNTG CBL	113.23
000167	02/11/2022	003083	COUNTY OF GREY	60,127.02
	Invoice IVC0000000021741		12/31/2021 PLAN-JAN-DEC'21 MOU SHARED GIS	6,750.00
	Invoice 4A/4B		12/31/2021 '21 CT PROGRAM PAYMENTS 4A&4B	35,584.68
	Invoice 4C		01/26/2022 CT PROGRAM PAYMENT 4C	17,792.34
000168	02/11/2022	007055	GRANTMATCH CORP.	34,942.43
	Invoice 1374		01/19/2022 REC/CAP-CCRF-FEDDEV PROG INV#	34,942.43
000169	02/11/2022	009010	INFINITY NETWORK SOLUTIONS	22.13
	Invoice 38492		01/17/2022 CLRK/RDS-MS365 JAN-	22.13
000170	02/11/2022	012022	LOCAL AUTHORITY SERVICES LTD	310.75
	Invoice EPT003381		01/11/2022 FIN-ENERGY PLANNING TOOL 2022	310.75
000171	02/11/2022	013001	M & L SUPPLY FIRE & SAFETY	4,506.61
	Invoice 010817		01/21/2022 FIRE-EVG230,18" ELCTRC VARIABL	4,506.61
000172	02/11/2022	013090	MUNICIPAL WASTE ASSOCIATION	237.30
	Invoice 300000022		01/21/2022 WST-MUNICIPAL MEMBERSHIP 2022	237.30
000173	02/11/2022	020022	THE MURRAY GROUP LIMITED	69,180.05
	Invoice 2541636		11/25/2021 RDS-SUPPLY & PLACE HLW ON RD7	18,112.40

Accounts Payable

CIBC - 5 - Direct Deposit Cheque Register By Date

02/01/2022 thru 02/28/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
	Invoice 2526751		11/17/2021 RD/WTR-RMV EXISTNG & REPL HL3	51,067.65
000174	02/21/2022	003083	COUNTY OF GREY	359,927.00
	Invoice January 28, 2022		01/28/2022 DEC'21 DEVELOPMENT CHARGES	359,927.00
000175	02/21/2022	006014	FIRM GRIP PROPERTY MAINTENANCE	2,570.75
	Invoice 2249		01/31/2022 RDS-DDLK DEPOT JAN 2 CLEANS	113.00
	Invoice 2550		02/06/2022 FIN-4 JAN OFFICE CLEANS	519.80
	Invoice 2082		01/01/2022 FIRE-2 DECEMBER 2021 CLEANS	146.90
	Invoice 1990		01/01/2022 FIRE-NOVEMBER 2021 2 CLEANS	146.90
	Invoice 1672		01/01/2022 FIRE-AUGUST 2021 2 CLEANS	146.90
	Invoice 2218		01/31/2022 FIRE-JANUARY '22 2 CLEANS	146.90
	Invoice 1586		01/01/2022 FIRE-JULY 2021 CLEANS/LAWN CUT	310.75
	Invoice 1991		01/01/2022 FIRE-EXCVTR ON SITE MOVE DEBRI	836.20
	Invoice 2251		01/31/2022 LIB-JANUARY 4 CLEANS	203.40
000176	02/21/2022	009010	INFINITY NETWORK SOLUTIONS	5,129.19
	Invoice 38818		02/01/2022 FIN-MANAGED PHONE SERVICES	118.54
	Invoice 38816		02/01/2022 ALL USERS FEB MONITOR/MAINTNC	3,243.10
	Invoice 38817		02/01/2022 ALL USERS FEB MSO365/EXCHANGE	898.01
	Invoice 38610		01/31/2022 CLRK-ADOBE TEAM 1YR SUBSCRIP	2,659.04
	Invoice 38839		02/04/2022 CREDIT ON ADOBE TEAM 1Y SUBSC	-2,659.04
	Invoice 38874		02/07/2022 LIB-WIRELASS AP	719.25
	Invoice 38873		02/07/2022 LIB-PRINTER ISSUES	150.29
000177	02/21/2022	016025	PITNEY BOWES LEASING	471.21
	Invoice 3201918369		02/02/2022 POSTAGE METER CONTRACT 3 MN1	471.21
000178	02/21/2022	016027	PITNEY BOWES POSTAGE BY PHONE	6,780.00
	Invoice December 25, 2021		01/01/2022 PREPAID POSTAGE	6,780.00
000179	02/21/2022	020049	THE WELLINGTON ADVERTISER	562.83
	Invoice 275029		01/27/2022 FIN/CLRK-DC RFP/BYLAU PROCDF	252.31
	Invoice 275653		02/10/2022 RDS/FIRE-PT DEPUTY CHIEF/RFQ'S	310.52
Cheque Register Total -				564,802.87



February 15, 2022

The Bruce County and Grey County Federations of Agriculture feel it is important to take time to provide our elected Municipal, Provincial and Federal government representatives with constructive input from grassroots organizations. We would like to enhance communication between the agricultural industry and all levels of government so we might create a better understanding of issues creating barriers to successful rural communities and profitable farming families.

**We would like to cordially invite you to our *virtual*
14th Annual Politicians Meeting on Thursday March 24th from 9am to 12pm
*We hope you will consider this a priority in your busy schedule.***

Several commodity groups will be invited to participate by providing a brief and then speaking to a portion of their brief during the morning. All briefs will be compiled into a portfolio and we will endeavor to provide a copy to you one week in advance of the meeting for your review.

The comments over the past few years have truly been encouraging as the meeting is educational for everyone with open, non-confrontational dialogue. We would be very pleased if you could attend and request a **response by March 12th.**

Sincerely,

Dianne Booker, President
Grey County Federation of Agriculture

Chris Cossitt, President
Bruce County Federation of Agriculture

446 – 10TH Street Hanover, ON N4N 1P9
Phone: 519-364-3050 Ext. 1 Fax: 519-506-3058 e-mail: bruce@ofa.on.ca or grey@ofa.on.ca
Office Administrator: Jackie Pennings

From: [Eowyn Spencer](#)
To: [admin@puslinch.ca](#); [Amanda Knight - Township of Guelph/Eramosa \(aknight@get.on.ca\)](#); [Andrea Holland \(clerk@hamilton.ca\)](#); [Chloe Senior; dholmes@melancthontownship.ca](#); [ebell@pertheast.ca](#); [Evelyn Eichenbaum; Graham Milne \(Graham.Milne@halton.ca\)](#); [Heather Boyd; Karren Wallace; Kerri O'Kane; Larry Wheeler; Lindsey Green; Lisa Campion; mtownsend@townofgrandvalley.ca](#); [nmartin@amaranth.ca](#); [Office of the Clerk \(clerks@brantford.ca\)](#); [pberfelz@northperth.ca](#); [Regional Clerk; Stephen.O'Brien@guelph.ca](#); [Susan Stone \(sstone@eastgarafraxa.ca\)](#); [Teresa Olsen](#)
Cc: [Sonja Radoja](#); [Karen Armstrong](#)
Subject: Municipal Levy & Budget 2022 - Grand River Conservation Authority
Date: February 25, 2022 11:21:42 AM
Attachments: [GRCA 2022 Summary of Municipal Levy.pdf](#)
[GRCA 2022 Budget Package.pdf](#)

Greetings Grand River watershed member municipalities:

By letter dated January 24, 2022 you were advised that the Annual General Meeting of the Grand River Conservation Authority would be held on February 25, 2022 to consider the 2022 Budget and General Levy.

At that meeting, the following resolution was passed:

THAT the 2022 Budget of the Grand River Conservation Authority of \$34,874,365 be approved;
AND THAT the member municipalities be assessed for payment of:
Matching Levy \$449,688
Non-Matching Levy \$11,130,312
Capital Levy \$950,000
TOTAL GENERAL LEVY \$12,530,000;
AND THAT each member municipality's share of the 2022 General Levy be calculated using "Modified Current Value Assessment" as per Ontario Regulation 670/00 Conservation Authority Levies.

Attached are a summary of the 2022 municipal levies and the complete 2022 GRCA budget package. A hard copy of the 2022 budget package or a printable PDF **is available upon request**.

Please contact [Karen Armstrong](#), Deputy CAO & Secretary Treasurer, or [Sonja Radoja](#), Manager of Corporate Services, if you have any questions.

The attached Budget package should be received by Municipal Clerks of participating municipalities within the Grand River watershed; please forward if you have received this notification in error, and advise me of the correct contact.

On behalf of
Karen Armstrong
Deputy CAO & Secretary-Treasurer

Eowyn Spencer
Executive Assistant
Grand River Conservation Authority

400 Clyde Road, PO Box 729
Cambridge, ON N1R 5W6
Office: 519-621-2763 ext. 2240
Toll-free: 1-866-900-4722
[www.grandriver.ca](#) | [Connect with us on social](#)

Grand River Conservation Authority Summary of Municipal Levy - 2022 Budget

FINAL - February 25, 2022

	% CVA in Watershed	2021 CVA (Modified)	CVA in Watershed	CVA-Based Apportionment	2022 Budget Matching & Maintenance Levy	2022 Budget Non-Matching Admin & Maintenance Levy	2022 Budget Capital Maintenance*	2022 Budget Total Levy	Actual 2021 Levy	% Change
Brant County	82.9%	7,152,903,252	5,929,756,796	2.89%	12,982	321,325	27,426	361,733	346,966	4.3%
Brantford C	100.0%	15,171,006,775	15,171,006,775	7.39%	33,214	822,096	70,168	925,478	900,728	2.7%
Amaranth Twp	82.0%	805,874,920	660,817,435	0.32%	1,447	35,809	3,056	40,312	39,382	2.4%
East Garafraxa Twp	80.0%	636,291,613	509,033,291	0.25%	1,114	27,584	2,354	31,052	30,223	2.7%
Town of Grand Valley	100.0%	572,436,944	572,436,944	0.28%	1,253	31,020	2,648	34,921	33,396	4.6%
Melancthon Twp	56.0%	596,750,730	334,180,409	0.16%	732	18,109	1,546	20,387	19,819	2.9%
Southgate Twp	6.0%	1,069,060,421	64,143,625	0.03%	140	3,476	297	3,913	3,742	4.6%
Haldimand County	41.0%	7,199,269,194	2,951,700,369	1.44%	6,462	159,949	13,652	180,063	175,140	2.8%
Norfolk County	5.0%	9,741,823,806	487,091,190	0.24%	1,066	26,395	2,253	29,714	28,914	2.8%
Halton Region	10.5%	47,621,739,315	4,993,025,690	2.43%	10,931	270,565	23,093	304,589	291,881	4.4%
Hamilton City	26.8%	95,456,549,475	25,534,626,985	12.43%	55,904	1,383,687	118,101	1,557,692	1,519,505	2.5%
Oxford County	36.6%	4,499,227,699	1,647,153,567	0.80%	3,606	89,257	7,618	100,481	97,921	2.6%
North Perth T	2.0%	2,277,397,479	45,547,950	0.02%	100	2,468	211	2,779	2,686	3.5%
Perth East Twp	40.0%	2,032,561,232	813,024,493	0.40%	1,780	44,057	3,760	49,597	49,250	0.7%
Waterloo Region	100.0%	103,684,590,749	103,684,590,749	50.48%	227,002	5,618,527	479,556	6,325,085	6,182,792	2.3%
Centre Wellington Twp	100.0%	5,241,852,365	5,241,852,365	2.55%	11,476	284,049	24,244	319,769	308,584	3.6%
Erin T	49.0%	2,579,400,498	1,263,906,244	0.62%	2,767	68,489	5,846	77,102	75,545	2.1%
Guelph C	100.0%	27,911,493,324	27,911,493,324	13.59%	61,108	1,512,486	129,094	1,702,688	1,668,479	2.1%
Guelph Eramosa Twp	100.0%	2,893,069,163	2,893,069,163	1.41%	6,334	156,771	13,381	176,486	171,662	2.8%
Mapleton Twp	95.0%	1,838,975,064	1,747,026,311	0.85%	3,825	94,669	8,080	106,574	103,123	3.3%
Wellington North Twp	51.0%	1,776,628,376	906,080,472	0.44%	1,984	49,099	4,191	55,274	53,744	2.8%
Puslinch Twp	75.0%	2,717,055,073	2,037,791,305	0.99%	4,461	110,425	9,425	124,311	121,518	2.3%
Total		343,475,957,466	205,399,355,452	100.00%	449,688	11,130,312	950,000	12,530,000	12,225,000	2.5%

*Capital Maintenance Levy represents levy allocated to maintenance of capital infrastructure, studies, and/or equipment.

TO: CAOs/Clerks, Watershed Municipalities, Saugeen Valley Conservation Authority

FROM: Jennifer Stephens, General Manager / Secretary – Treasurer

DATE: February 28, 2022

RE: Saugeen Valley Conservation Authority Inventory of Programs and Services

The release of Ontario Regulation (O. Reg.) 687/21: Transition Plans and Agreements for the Programs and Services Under Section 21.1.2 of the Act outlines the requirement for conservation authorities to develop and deliver an inventory of programs and services to municipalities under its jurisdiction and to the Ministry of the Environment, Conservation and Parks (MECP) by February 28, 2022. The programs and services are to be categorized as mandatory or non-mandatory as outlined in Ontario Regulation 686/21: Mandatory Programs and Services. An excerpt from Section 6 of O. Reg. 687/21 in reference to the inventory follows below.

Excerpt: O. Reg. 687/21 - Inventory of programs and services

6. (1) An authority shall prepare an inventory to include in its transition plan in accordance with this section.

(2) In preparing the inventory, the authority shall ensure that,

- (a) the inventory lists all the programs and services that the authority is providing as of February 28, 2022;
- (b) the inventory lists all the programs and services described in subsection (7) that the authority intends to provide after February 28, 2022; and
- (c) for each program or service listed in accordance with clause (a) or (b), the authority,
 - (i) estimates of the total annual cost of providing the program or service in the following manner and includes the estimate in the inventory:
 - (A) if the program or service has been provided by the authority for a period of five or more years, calculate the average annual cost of providing the program or service for five years,
 - (B) if the program or service has been provided by the authority for a period of less than five years, calculate the average annual cost of providing the program or service based on the period that the program was offered,
 - (C) if the program or service has not been provided by the authority but is intended to be provided after February 28, 2022, calculate the average annual cost of providing the program or service based on the authority's best assessment of what the costs will be and provide an explanation for the assessment, and

- (D) if the authority is of the opinion that the average annual cost determined under sub-subclause (A) or (B) does not reflect the average annual cost to provide the program or service in the future, adjust the average annual cost and provide an explanation for this adjustment,
- (ii) indicates the sources of funding available to cover the total annual cost estimated in subclause (i), including any municipal funding provided through municipal levy, provincial or federal funding, private funding or funding generated by the authority through user fees or otherwise, and
- (iii) provides an estimate of the percentage of the total annual cost estimated in subclause (i) that each of the sources of funding referred to in subclause (ii) is expected to cover.

(3) In the inventory, the authority shall classify all of the programs and services listed under clause (2) (a) according to the following categories of programs and services:

1. Category 1 programs and services - the mandatory programs and services provided under section 21.1 of the Act.
2. Category 2 programs and services - the municipal programs and services provided under section 21.1.1 of the Act.
3. Category 3 programs and services - the other programs and services provided under section 21.1.2 of the Act.

(4) For each Category 1 program or service listed in the inventory under clause (2) (a), the authority shall,

- (a) indicate into which type of Category 1 programs and services it falls, based on the types of mandatory programs and services that are,
 - (i) described in paragraph 1 of subsection 21.1 (1) of the Act,
 - (ii) prescribed by regulation under paragraph 2 of subsection 21.1 (1) of the Act, and
 - (iii) described in subsection 21.1 (2) of the Act; and
- (b) explain why, in the authority's opinion, each Category 1 program or service falls into the specified type of mandatory programs and services and, if the authority has concerns about how to classify certain programs and services, explain those concerns.

(5) For each Category 2 program or service listed in the inventory under clause (2) (a), the authority shall include the following information:

1. The name of the municipality on behalf of which the program or service is provided.
2. The date on which the authority and the municipality entered into a memorandum of understanding or another agreement with respect to the provision of the program or service.

(6) For each Category 3 program or service listed in the inventory under clause (2) (a), the authority shall include the following information:

1. Whether or not the program or service was financed, in whole or in part, through municipal levies collected from participating municipalities.

2. Whether or not the authority intends to seek to enter into a cost apportioning agreement with one or more participating municipalities to ensure all or part of the financing of the program or service after the transition date.

(7) If an authority is aware on or before February 28, 2022 that it intends to provide a new Category 1, Category 2 or Category 3 program or service after February 28, 2022, the authority shall,

- (a) include the proposed program or service in the inventory;
- (b) in the case of a Category 2 program or service, indicate in the inventory that the authority intends to enter into a memorandum of understanding or another agreement under section 21.1.1 of the Act with the municipalities on behalf of which the program or service will be provided; and
- (c) in the case of a Category 3 program or service, indicate in the inventory whether the authority intends to seek to enter into a cost apportioning agreement with one or more participating municipalities to ensure all or part of the financing of the proposed program or service after the transition date.

This inventory outlines each program offered by Saugeen Valley Conservation Authority at a high level and then further breaks down each program into a program or service provision. A description is provided for each program or service provision, as is a legislative reference and the category of program.

Category 1 – mandatory program or service – funded by municipal levy

Category 2 – non-mandated program or service delivered to a municipality as requested through an agreement or Memorandum of Understanding

Category 3 – programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services

Programs that are highlighted in **yellow** will be new initiatives (Section 6(2)b) to be completed by December 31, 2024.

Programs that are not highlighted are Category 1 – mandatory programs or services

Programs that are highlighted in **blue** are Category 2 – non mandatory

Programs that are highlighted in **green** are Category 3 – non mandatory

Under Ontario Regulation 687/21 Section 6 (2)(c)(i)(D), if the authority is of the opinion that the average annual cost determined under sub-subclause (A) or (B) does not reflect the average annual cost to provide the program or service in the future, adjust the average annual cost and provide an explanation for this adjustment. The costs for programs and services increase annually due to increases in wages and benefits and the increased operational costs due to inflation. For this reason, the estimates for financial costs will be based on SVCA's 2022 approved budget as opposed to a five-year average as it better reflects current costs and future anticipated costs.

This inventory is just the beginning of the negotiation discussions to be held with municipalities over the next two years. It is anticipated that this inventory will be revised after being reviewed by SVCA's watershed municipalities and after preliminary discussions. Conservation authorities are required to submit progress reports to the province, the first on July 1, 2022, over the next 24 months. At each of these progress reports, the conservation authority is to submit any comments or other feedback submitted by a municipality regarding

the inventory. In addition, the conservation authority is to record and submit a summary of any changes that the authority has made to the inventory to address comments or other feedback including the changed inventory and a clear description of the changes between the previous inventory and the changed inventory.

Soon, staff from Saugeen Valley Conservation Authority will reach out to your municipality to determine a contact for these discussions. Once this has occurred, staff will then work collaboratively to bring a report to Council to begin these discussions, acquire feedback on the attached inventory and provide the opportunity to address questions.

INVENTORY OF PROGRAMS AND SERVICES – SAUGEEN VALLEY CONSERVATION AUTHORITY – VERSION 1.0 – FEBRUARY 28, 2022

Program Area	Program/Service Provision	Program/Service Description	Legislative Reference	Category: (1) Mandatory; (2) Municipal; (3) Other	Annual Operating Funding Amount (2022)	Funding Mechanisms and Percentage of Funding Source (Operating Costs)	Agreement Requirement
CORPORATE SERVICES							
Administration, Finance, HR	Corporate Services	Administrative, human resources, employee health and safety, operating and capital costs which are not directly related to the delivery of any specific program or service, but are the overhead and support costs of a conservation authority.	Enabling Service	1	\$612,300	1. Municipal Levy: 86% 2. Self-Generated: 14%	No
	Financial Services	Accounting and payroll	Enabling Service	1			No
	Legal Expenses	Costs related to agreements/contracts, administrative by-law updates or other similar legal expenses	Enabling Service	1			No
	Governance	Supporting CA Board of Directors, Advisory Committees, and the Office of the GM/S-T	Enabling Service	1			No
	Asset Management	Asset management planning, facilities, fleet, and property management	Enabling Service	1			No
Communications	Natural Hazards Communications, Outreach, and Education	Promoting public awareness of natural hazards including flooding, drought, and erosion. Inclusive of public events, materials, social media services, and general media relations	Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4	1	\$110,000	1. Municipal Levy: 100%	No
	Communications and Marketing	General communications and marketing support for the organization	Enabling Service	1			No
	Education and Community Events	Community event development, execution, and support	Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4	1			No
	Public awareness and Communications	General communications, marketing and awareness campaigns for non-mandatory programs and services (support for private forestry/planting, education, stewardship)	CAA s.21(1)(q)	3	\$6,300	1. Municipal Levy: 100%	Yes
Environmental Education	Curriculum Delivery	Program development and delivery	CAA s.21(1)(a) & (q)	3	\$103,500	1. Municipal Levy: 63% 2. Self-Generated: 30% 3. Donations: 7%	Yes
	Day camp programming	Program development and execution for SVCA's summer and PA Day camp program.	CAA s.21(1)(a) & (q)	3			Yes
	Day camp programming	Program development and execution for SVCA's summer day camp program with the Town of Hanover.	CAA s.21(1)(a) & (q)	2	\$3,000	1. Self-Generated: 100%	Yes
GIS/IT/IM	Information Technology & Management/ GIS	Data management, records retention. Development and use of systems to collect and store data and to provide geospatial representations of data.	Reg. 686/21 s.1(3)	1	\$162,875	1. Municipal Levy: 100%	No
	Natural Hazards Technical Studies and Information Management	Data collection and study of designs to mitigate natural hazards. Development and use of systems to collect and store data and to provide geospatial representations of data.	Reg. 686/21 s.5(1)1 Reg. 686/21 s.9(1)2	1			No
				TOTAL	\$997,975		

CATEGORY OF PROGRAM OR SERVICE – CORPORATE SERVICES	MUNICIPAL LEVY COST
Category 1: Mandatory Programs and Services	\$799,453.00
Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding	\$0.00
Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services	\$71,505.00
TOTAL	\$870,958.00



INVENTORY OF PROGRAMS AND SERVICES – SAUGEEN VALLEY CONSERVATION AUTHORITY – VERSION 1.0 – FEBRUARY 28, 2022

Program Area	Program/Service Provision	Program/Service Description	Legislative Reference	Category: (1) Mandatory; (2) Municipal; (3) Other	Annual Operating Funding Amount (2022)	Funding Mechanisms and Percentage of Funding Source (Operating Costs)	Agreement Requirement
FORESTRY AND LANDS							
Conservation Lands	Strategy for CA owned or controlled lands and management plans	Guiding principles, objectives, including for an authority’s land acquisition and disposition strategy, land use categories on conservation authority owned land, recommended management principles for different land categories, etc.	Reg. 686/21 s.9(1)1	1	TBD	TBD	No
	Development and Maintenance of a Land Inventory	Development and maintenance of an inventory of every parcel of land that the Authority owns or controls including, location, surveys, site plans, maps, acquisition date, and how the parcel was acquired	eg. 686/21 s.9(1)3	1	TBD	TBD	No
	Section 29 Minister’s regulation for Conservation Areas	Conservation areas enforcement and compliance	Reg. 686/21 s.9(1)4	1	\$402,500	1. Municipal Levy: 80% 2: Self-Generated: 20%	No
	Management, operation, and maintenance of CA owned lands	Management and maintenance of CA owned lands including stewardship, restoration, and ecological monitoring	Reg. 686/21 s.9(1)2	1			No
	Passive Recreation Use, Infrastructure and Management Planning	Management and maintenance of CA owned recreational assets including trails, parking, washroom facilities, pavilions, and other capital assets	Reg. 686/21 s.9(1)1	1			No
	Land Acquisition and Disposition Policy	The development of one or more policies governing land acquisitions and land dispositions	Reg. 686/21 s.9(1)1	1			No
	Forestry – Hazard Tree and Biodiversity Management	Management of hazard/diseased trees and the management of biodiversity and invasive species on Conservation Authority owned lands	Reg. 686/21 s.9(1)2	1			No
	Management, operation, and maintenance of three campgrounds on CA property	Management, operation, and maintenance of Brucedale, Durham, and Saugeen Bluffs campgrounds.	CAA s. 21(1)(m)	3	\$799,450	1. Self-Generated: 100%	No
	Land Acquisition and Disposition	Acquisition and management of lands containing important natural heritage features or strategically aligned with existing SVCA land holdings. Disposition of lands considered surplus to the vision, mandate, and strategic goals of SVCA.	CAA s.21(1)(c)	3	Variable		Yes
	Land Lease and Agreement Management	Management of current and future land leases and property agreements. These leases and agreements help drive land-based revenues to offset the costs associated with management and maintenance of SVCA’s land holdings.	CAA s.21(1)(c) & (d)	3	\$16,400	1. Self-Generated 100%	No



New Program or Service as outlined in Ontario Regulation 686/21: Mandatory Programs and Services; must be complete by December 31, 2024.



Program Area	Program/Service Provision	Program/Service Description	Legislative Reference	Category: (1) Mandatory; (2) Municipal; (3) Other	Annual Operating Funding Amount (2022)	Funding Mechanisms and Percentage of Funding Source (Operating Costs)	Agreement Requirement
FORESTRY AND LANDS CONTINUED							
Forestry	Forestry – Forest Management Operations on SVCA lands	Forestry services, planting and/or woodlot management on Conservation Authority land	Reg. 686/21 s.9(1)2	1	\$194,000	1. Self-Generated: 100%	No
	Forestry – Reforestation of private land, tree sales, and forestry services (management planning - MFTIP, advice, tree marking, etc.)	Forestry services, planting and/or woodlot management for private landowners	CAA s.21(1)(g) & (o)	3	\$179,000	1. Self-Generated: 100%	No
Stewardship	Watershed Stewardship and Restoration	Apply for and manage external funding, promote private land stewardship, outreach, provide advice and design assistance to property owners.	CAA s.21(1)(g) & (o)	3	\$101,500	1. Municipal Levy: 30% 2: Self-Generated: 70%	Yes
				TOTAL	\$1,692,850		

CATEGORY OF PROGRAM OR SERVICE – FORESTRY AND LANDS	MUNICIPAL LEVY COST
Category 1: Mandatory Programs and Services	\$322,000.00
Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding	\$0.00
Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services	\$30,450.00
TOTAL	\$352,450.00



INVENTORY OF PROGRAMS AND SERVICES – SAUGEEN VALLEY CONSERVATION AUTHORITY – VERSION 1.0 – FEBRUARY 28, 2022

Program Area	Program/Service Provision	Program/Service Description	Legislative Reference	Category: (1) Mandatory; (2) Municipal; (3) Other	Annual Operating Funding Amount (2022)	Funding Mechanisms and Percentage of Funding Source (Operating Costs)	Agreement Requirement
ENVIRONMENTAL PLANNING AND REGULATIONS							
Environmental Planning	Section 28.1 Permit Administration and Compliance activities	Reviewing and processing permit applications, associated technical reports, conducting site inspections, communication with applicants, agents, and consultants. This program also involves the investigation and enforcement of regulatory compliance.	Reg. 686/21 s.8	1	\$910,800	1. Municipal Levy: 32% 2. Self-Generated: 68%	No
	Review under Other Legislation	Input to the review and approval processes under other applicable law, with comments principally related to natural hazards, wetlands, watercourses, and Section 28 permit requirements.	Reg. 686/21 s.6	1			No
	Municipal Plan Input and Review	Technical information and advice to municipalities on circulated municipal land use planning applications (Official Plan and Zoning By-law Amendments, Subdivisions, Condominium, Site Plan Approvals, Consents, Minor Variances, etc.) and input to municipal land-use planning documents (OP, Comprehensive ZB, Secondary plans) related to natural hazards, on behalf of MNMNR (delegated to CAs in 1983).	Reg. 686/21 s.7	1			No
	Technical Studies and Policy Review	Studies and projects to inform natural hazards management programs including floodplain management, watershed hydrology, regulations areas mapping update, flood forecasting system assessment, floodplain policy, and Lake Huron shoreline management. Such projects often take place over a number of years and are dependent on human resources and funding available.	Reg. 686/21 s.1	1			No
	Plan Review not Related to Natural Hazards	Technical information and advice to municipalities on circulated municipal land use planning applications (Official Plan and Zoning By-law Amendments, Subdivisions, Consents, Minor Variances) related to natural heritage and water resources, not related to natural hazards.	CAA s.21(1)(n)	2	\$150,000	1. Self-Generated: 100%	Yes
				TOTAL	\$1,060,800		

CATEGORY OF PROGRAM OR SERVICE – ENVIRONMENTAL PLANNING & REGULATIONS	MUNICIPAL LEVY COST
Category 1: Mandatory Programs and Services	\$291,456.00
Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding	\$0.00
Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services	\$0.00
TOTAL	\$291,456.00



INVENTORY OF PROGRAMS AND SERVICES – SAUGEEN VALLEY CONSERVATION AUTHORITY – VERSION 1.0 – FEBRUARY 28, 2022

Program Area	Program/Service Provision	Program/Service Description	Legislative Reference	Category: (1) Mandatory; (2) Municipal; (3) Other	Annual Operating Funding Amount (2022)	Funding Mechanisms and Percentage of Funding Source (Operating Costs)	Agreement Requirement
AUTHORITY FLEET							
Fleet	Fleet	Management and maintenance of the Authority's fleet.	Enabling service	1	\$167,500	1. Self-Generated: 100%	No
				TOTAL	\$167,500		

CATEGORY OF PROGRAM OR SERVICE – AUTHORITY FLEET	MUNICIPAL LEVY COST
Category 1: Mandatory Programs and Services	\$0.00
Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding	\$0.00
Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services	\$0.00
TOTAL	\$0.00



INVENTORY OF PROGRAMS AND SERVICES – SAUGEEN VALLEY CONSERVATION AUTHORITY – VERSION 1.0 – FEBRUARY 28, 2022

Program Area	Program/Service Provision	Program/Service Description	Legislative Reference	Category: (1) Mandatory; (2) Municipal; (3) Other	Annual Operating Funding Amount (2022)	Funding Mechanisms and Percentage of Funding Source (Operating Costs)	Agreement Requirement
WATER RESOURCES							
Core Watershed Based Resource Management Strategy	Develop and implement a strategy for the Saugeen Valley Conservation Authority jurisdiction.	Collate/compile existing resource management plans, watershed plans, studies, and data. Strategy development. Implementation and annual reporting	Reg. 686/21 s.8 Reg. 686/21 s.12(1)3 Reg. 686/21 s.12(4)	1	TBD	TBD	No
Drinking Water Source Protection	Source protection authority role as set out in the <i>Clean Water Act, 2006</i> .	Source Protection Area and Region liaison, technical support, support to the source protection committee, preparation of reports and attendance at meetings, activities required by the <i>Clean Water Act, 2006</i> and its regulations.	Reg. 686/21 s.13	1	\$11,550	1. Provincial Grant: 100%	No
Water Management	Flood Forecasting and Warning	Daily data collection and monitoring of weather forecasts, provincial & local water level forecasts and watershed conditions; including flood event forecasting. Flood warning and communications. Maintenance of equipment.	Reg. 686/21 s.2	1	\$217,000	1. Municipal Levy: 62% 2: Self-Generated: 38%	No
	Low Water Response	Conditions monitoring/analysis. Technical & administrative support to the Water Response Team representing major water users and decision makers, who recommend drought response actions.	Reg. 686/21 s.3	1	\$187,200	1. Municipal Levy: 93% 2: Self-Generated: 7%	No
	Ice Management Plans	The development, updating, and implementation of ice management plans, in concert with municipal partners, for areas of the watershed with known ice jamming issues.	Reg. 686/21 s.4	1			No
	Flood and Erosion Control Infrastructure Operation & Management	Flood and erosion control infrastructure operation and management	Reg. 686/21 s.5	1			No
	Flood and Erosion Control Infrastructure Major Maintenance	Major maintenance on flood and erosion control structures, as required. Projects are dependent on Water and Erosion Control Infrastructure (WECl) funding from the province and from municipal partners.	Reg. 686/21 s.5	1			No
	Technical Studies and Policy Review	Studies and projects to inform natural hazards management programs including floodplain management, watershed hydrology, regulations areas mapping update, flood forecasting system assessment, floodplain policy, and Lake Huron shoreline management. Such projects often take place over several years and are dependent on human resources and funding available.	Reg. 686/21 s.1	1			No



New Program or Service as outlined in Ontario Regulation 686/21: Mandatory Programs and Services; must be complete by December 31, 2024.

INVENTORY OF PROGRAMS AND SERVICES – SAUGEEN VALLEY CONSERVATION AUTHORITY – VERSION 1.0 – FEBRUARY 28, 2022

Program Area	Program/Service Provision	Program/Service Description	Legislative Reference	Category: (1) Mandatory; (2) Municipal; (3) Other	Annual Operating Funding Amount (2022)	Funding Mechanisms and Percentage of Funding Source (Operating Costs)	Agreement Requirement
WATER RESOURCES CONTINUED							
Watershed Monitoring	Provincial Water Quality Monitoring Network (PWQMN)	A long-standing (50+ year) CA/MECP partnership for stream water quality monitoring. CA takes water samples; MECP does lab analysis and data management.	Reg. 686/21 s.12(1)2 Reg. 686/21 s.12(3)	1	\$10,000	1. Municipal Levy: 100%	No
	Provincial Groundwater Monitoring Network (PGMN)	A long-standing (20+ year) CA/MECP partnership for groundwater level and quality monitoring. CA maintains equipment, data transfer to MECP, water sampling; MECP provides equipment, standards, data management.	Reg. 686/21 s.12(1)1 Reg. 686/21 s.12(2)	1			No
	SVCA Water Quality Monitoring Network – Chemistry	Surface water quality sampling at 15 additional sites at key locations to better understand and assess watershed conditions and to support Watershed Report Card Evaluations.	CAA s.21(1)(a)	3	\$99,650	1. Municipal Levy: 100%	Yes
	SVCA Water Quality Monitoring Network - Benthic	Collection of bottom dwelling organisms from 20 sites at key locations to better understand and assess water quality and watershed conditions. Partnership in the long-standing (20+ year) CA/MECP Ontario Benthos Biomonitoring Network.	CAA s.21(1)(a)	3			Yes
	Watershed Report Cards	A plain language reporting document that informs the community of the state of the watershed and subwatersheds in the Saugeen Valley Conservation Authority jurisdiction.	CAA s.21(1)(a)	3			Yes
	Nuclear Waste Management Organization South Bruce Surface Water and Hydrology Study	An intensive study of the surface water quality and hydrology within the Teeswater subwatershed.	CAA s.21(1)(a)	3	\$179,217	1. Self Generated: 100%	Yes
TOTAL					\$704,617		
TOTAL OF ALL DEPARTMENTS					\$4,623,742.00		

CATEGORY OF PROGRAM OR SERVICE – WATER RESOURCES	MUNICIPAL LEVY COST
Category 1: Mandatory Programs and Services	\$318,636.00
Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding	\$0.00
Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services	\$99,650.00
TOTAL	\$418,286.00

CATEGORY OF PROGRAM OR SERVICE – SUMMARY (ALL DEPARTMENTS)	MUNICIPAL LEVY COST
Category 1: Mandatory Programs and Services	\$1,731,545.00
Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding	\$0.00
Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services	\$201,605.00
TOTAL	\$1,933,150.00

Under O. Reg. 687/21 Section 6 (2)(c)(i)(D), if the authority is of the opinion that the average annual cost determined under sub-subclause (A) or (B) does not reflect the average annual cost to provide the program or service in the future, the Authority can adjust the average annual cost and provide an explanation for this adjustment. The costs for programs and services increase annually due to increases in wages and benefits and the increased operational costs due to inflation. For this reason, the estimates for financial costs will be based on SVCA’s 2022 approved budget as opposed to a five-year average as it better reflects current costs and future anticipated costs.





Grand River Conservation Authority

Summary of the General Membership *Annual General Meeting* – February 25, 2022

To GRCA/GRCF Boards and Grand River watershed municipalities - Please share as appropriate.

Action Items

The Board approved the resolutions in the following reports as presented in the agenda:

- GM-02-22-16 - Inventory of Programs and Services - Requirement under Ontario Regulation 687/21
- GM-02-22-15 - Conservation Authorities Act Amendments - Phase 2 Regulations
- GM-02-22-17 - Proposed By-law 1-2022
- GM-02-22-18 - Draft Subwatershed Planning Guide - Response to Environmental Registry Posting
- GM-02-22-11 - Afforestation Services for 2022
- GM-02-22-13 - Replacement Brush Chipper Purchase
- GM-02-22-14 - Replacement Trucks Purchase
- GM-02-22-22 - Septic Disposal Service Request for Proposal 2022-OPS-001
- GM-02-22-23 - Financial Summary
- GM-02-22-10 - Report of the Audit Committee and Approval of Financial Statements and Report of the Auditor
- GM-02-22-21 - Budget 2022 and Presentation of Budget Estimates for the Current Year
- Appointment of Auditors for the year ending December 31, 2022
- Provision for Borrowing (Pending Receipt of Municipal Levies)

Information Items

The Board received the following reports as information:

- Minutes of the Ad hoc Conservation Authorities Act Committee - February 16, 2022
- GM-02-22-20 - Belwood Lake - Snowmobile and ATV use
- GM-02-22-25 - Current Watershed Conditions
- GM-02-22-19 - Water Control Structures Major Maintenance Forecast 2022-2026
- GM-22-02-09 - Cash and Investment Status
- GM-02-22-12 - Weighted Voting - 2022 Budget and General Levy

Committee Appointments

The Board appointed members and officers to the following committees:

- Audit Committee
- Special Recognition Committee
- Conservation Ontario Council Representatives

For full information, please refer to the [February 25 AGM Agenda Package](#). Complete agenda packages and minutes of past meetings can be viewed on our [online calendar](#). The minutes of this meeting will be posted on our online calendar following the next meeting of the General Membership scheduled on March 25, 2022.

You are receiving this email as a GRCA board member, GRCF board member, or a Grand River watershed member municipality. If you do not wish to receive this monthly summary, please respond to this email with the word 'unsubscribe'.

From: [Julie Reid](#)
To: [Lindsey Green](#)
Cc: minister.mecp@ontario.ca; bill.walkerco@pc.ola.org
Subject: Follow Up Letter from the Multi-Municipal Wind Turbine Working Group
Date: March 2, 2022 4:50:11 PM
Attachments: [Noise Audit Status Feb 2022 v3.1.docx](#)
[Appendix 2 Complaints.docx](#)

March 2, 2022

Township of Southgate

Lindsey Green

lgreen@southgate.ca

RE: Ontario's Energy Plan and Wind Turbines

Dear Mayor and Council:

I am following up on our letter of December 14 as I thought it was important to ensure that your municipality is aware of the Ontario government's recently announced plans that have potential to lead to new wind turbine installations in rural Ontario. This plan is included among the energy program that was announced at the Rural Ontario Municipal Association meeting and in a speech that Todd Smith, as Minister of Energy, gave to the Empire Club. The program includes a pilot SMR pilot nuclear facility at Darlington, expanded hydroelectric generation capacity, new RFPs for medium term and long term generation capacity and a program to certify renewable energy generation capacity.

We are specifically concerned about the certification program. While details on the program are limited, we are concerned that wind turbines are included among the renewable energy generation facilities that can be certified under the program. The wind companies are certainly listening as leasing activity in support of a project has already been reported in southwestern Ontario.

While changes introduced by the government allow municipalities to regulate the creation of new wind turbine facilities within their communities through zoning by-laws, other regulatory changes by the government exempts existing wind projects from these municipal by-laws, even when the project operator is replacing the existing wind turbines with larger, more powerful equipment. On this basis, the project repowering included in the recent Ministerial Directive would not require any municipal input or approval due to this regulation.

Many municipalities that have started the process of drafting by-laws relative to wind turbines find that they need direction on appropriate setbacks that would be included in a municipal zoning by-law. They know that the existing setbacks in Regulation 359/09 are not sufficient to protect residents and they are looking to the provincial government for revised setbacks reflecting the learning from the existing projects and the lived experiences in other jurisdictions. If the province is reviving wind power development, it needs to take a leadership role by updating these regulations immediately.

We are also concerned about the government's failure to address the problems

created by the existing wind turbine projects. These projects operate under Renewable Energy Approvals or REAs that set out very strict operating requirements. First, project operators are required to prove that the project is operating within the 40 dBA audible noise limit by filing noise audit reports prove compliance. Many projects were provided with specific deadlines for the submission of these reports. The attached appendix shows the status of these audits based on public information. Only 45% of projects have reached some form of closure with the other continuing to operate (three continuing even though they have been found to be non-compliant) despite concrete timelines for action in their REAs.

The failure of the government to enforce the requirements of the REAs for wind turbine project operators to investigate and resolve complaints about project operations is another concern. More than 5,800 Incident Reports have been created as a result of complaints about noise emissions from wind turbine projects and based on feedback from the residents in our communities there has been little or no action by the project operators on these matters. Frankly, the government has shown no interest in working on behalf of rural residents. This is an additional concern as 39% of the Incident Reports, prepared and signed by Provincial Officers, include references to adverse health effects.

If you have not already made adjustments to your zoning by-laws, I hope that your Council will take advantage of this reminder to review their contents in the context of the government's apparent plans to start construction of more wind turbines despite the past failings of this technology.

Our view is that the provincial government needs to:

- **Update the direction provided in terms of setbacks** between wind turbines and other activities,
- The government needs to **take more aggressive action in enforcing the terms of the approvals** for existing wind turbines before authorizing the construction of any new turbines, and,
- Bar operators of projects with these compliance failures from participating in any of the contract extensions or opportunities to bid on capacity expansions that are envisioned in the recent Ministerial Directive.

If you agree, we ask that you communicate your concern to Minister David Piccini, Ontario Minister of Environment, Conservation and Parks as well as your local MPP(s).

If your municipality is interested in joining the Multi-Municipal Wind Turbine Group to receive updates on these matters please contact the Deputy-Clerk for information on the fee structure. The group meets every second month and Zoom facilitates the participation of members beyond easy driving distance of the normal meeting site in Chesley.

Yours truly,

Tom Allwood,
Chair, Multi-Municipal Wind Turbine Working Group
Councillor, Municipality of Grey Highlands

c. Honourable David Piccini, Minister of Environment, Conservation and Parks,
minister.mecp@ontario.ca

Bill Walker, Bruce-Grey-Owen Sound, bill.walkerco@pc.ola.org

Appendix 1: Status of Compliance Noise Audits

This table is based on information originally released in August 2019 by the MECP in response to a Freedom of Information request. It has been updated with information on more recent compliance testing from project websites. As the Protocol requires that project operators post these audit reports on their websites within 10 business days of their submission to the MECP, this should be an accurate source of status information.

	Project Name	Commercial Operation Date ¹	I-Audit Submitted to MECP ²	Updates to February 1, 2022 ³	MECP Review Completed ⁴	Time Since Start of Operation ⁵
	Demonstrated Compliance	Share – 43% - Average time under review – 3.8 years				
1.	Adelaide (Suncor) Wind	January 28, 2015	October 29, 2015		March 9, 2020	5.1 years
2.	Armow Wind Project	December 7, 2015	February 24, 2017		November 6, 2020	4.8 years
3.	Belle River Wind	September 1, 2017	August 6, 2020		August 20, 2020	2.6 years
4.	Bluewater Wind	July 19, 2014	June 12, 2015		June 25, 2019	4.9 years
5.	Bow Lake	August 10, 2015	August 9, 2017		March 21, 2019	3.6 years
6.	Dufferin Wind	December 1, 2014	September 1, 2015		September 26, 2018	3.8 years
7.	East Lake St Clair	May 22, 2013	April 20, 2016 ⁶		April 20, 2016	2.9 years
8.	Ernestown Wind	September 30, 2014	June 29, 2015		April 30, 2018	3.6 years
9.	Grand Bend Wind	April 19, 2016	March 21, 2017		December 4, 2018	2.6 years
10.	Grand Renewable Energy	December 9, 2014	December 21, 2015		November 4, 2019	4.9 years
11.	HAF Wind	June 14, 2014	March 14, 2015		December 17, 2018	4.5 years
12.	Grey Highland Clean Energy	September 21, 2016	July 11, 2017		August 30, 2019	2.9 years
13.	Grey Highlands ZEP	February 26, 2016	July 31, 2018		August 30, 2019	3.6 years
14.	MacLean's Mountain Wind	May 1, 2014	February 27, 2015		March 20, 2019	4.9 years
15.	Moorefield Wind	May 16, 2017	December 17, 2018		March 25, 2019	1.9 years
16.	Oxley Wind	February 8, 2014	September 27, 2017		April 25, 2019	5.2 years
17.	Napier Wind	December 3, 2015	March 3, 2017		January 22, 2021	5.1 years
18.	Quixote One	August 14, 2015	September 1, 2017		April 15, 2019	3.7 years
19.	St Columban Wind	July 16, 2015	June 22, 2016		October 2, 2018	3.2 years
20.	Settler's Landing	April 5, 2017	August 22, 2018		May 10, 2019 ⁷	2.1 years

	Demonstrated Non-Compliance- REA Amended		Share – 2%			
1.	North Kent 1 Wind	February 22, 2018	June 30, 2019	November 1, 2021	November 1, 2021 ⁸	3.7 years

	Demonstrated Non-Compliance – No Resolution		Share – 7% - Average time under review - 6.8 years			
1.	K2 Wind ⁹	May 29, 2015	November 25, 2016	December 12, 2019		6.8 years
2.	Unifor/CAW ¹⁰	October 24, 2013	June 28, 2018	No Updates	Not Provided	8.3 years
3.	Niagara Region Wind	November 2, 2016	July 20, 2018	February 3, 2021		5.3 years

	Deemed Incomplete	Share - 17% - Average time under review – 7.1 years				
1.	Cedar Point Wind	October 7, 2015	September 21, 2016	June 24, 2019		6.3 years
2.	East Durham Wind	August 15, 2015	August 17, 2016	July 2, 2019		6.5 years
3.	Goshen Wind	January 28, 2015	January 28, 2016	November 7, 2017		7.1 years
4.	Grand Valley Wind Phase 3	December 3, 2015	November 30, 2016	March 1, 2021		6.2 years
5.	Pt. Dover/Nanticoke Wind	November 8, 2013	August 6, 2014	December 16, 2020		8.3 years
6.	South Branch Wind	March 4, 2014	May 28, 2015	March 3, 2016		7.9 years
7.	Springwood Wind	November 21, 2014	May 31, 2016	No Updates ¹¹		7.2 years
8.	Whittington Wind	November 21, 2014	April 1, 2016	No Updates ¹¹		7.2 years

	Under Review	Share – 30% - Average time under review – 6.0 years				
1.	Adelaide (NextEra) Wind	August 22, 2014	August 10, 2015	June 26, 2020		7.3 years
2.	Amherst Island Wind	June 15, 2018	June 14, 2019	May 14, 2020		3.6 years
3.	Bornish Wind	August 15, 2014	August 7, 2015	July 2, 2020		7.3 years
4.	Conestogo Wind	December 20, 2012	December 20, 2013	April 5, 2019		9.1 years
5.	Gunn's Hill Wind	November 14, 2016	October 16, 2018	No Information		5.1 years
6.	Port Ryerse Wind	December 9, 2016	July 17, 2018	No Updates		5.1 years
7.	Romney Wind	December 31, 2019	Not Yet Due	June 29, 2021		1.8 year
8.	Snowy Ridge	October 5, 2016	September 20, 2017	No Updates ¹¹		5.3 years
9.	South Kent Wind	March 28, 2014	January 30, 2015	August 14, 2020		7.9 years
10.	Sumac Ridge Wind	November 17, 2017	September 27, 2018	No Information		4.1 years
11.	Summerhaven Wind	August 6, 2013	February 10, 2014	May 1, 2020		8.5 years
12.	Underwood ¹²	February 9, 2009	Not Provided	No Updates		13.0 years

13.	Wainfleet Wind	September 17, 2014	May 15, 2015	No Information		6.4 years
14.	ZEP Ganaraska Wind	May 6, 2016	September 14, 2018	No Information		4.7 years

	Submission Due					
1.	Henvey Inlet	October 19, 2019	Due – October 2020	No Information		2.3 years

	Not Yet Due					
1.	Nation Rise	June 17, 2021	Due - June 2022			0.6 years

¹ IESO Active Contract List as at September 30, 2021

² Data Provided by MECP as at July 30, 2019

³ Based on a review of project websites – “No Updates” = No change in information; “No information” = audit no information posted on website

⁴ Dates provided by MECP.

⁵ Elapsed time calculated either to the date compliance was confirmed or to the current date.

⁶ Identical dates for submission and review completion provided by MECP

⁷ Approval date posted by operator conflicts with status provided by MECP 2 months after “approval”

⁸ REA amended to reduce night time noise levels at 2 wind turbines to bring noise levels within noise guidelines.

⁹ In May 2019, the Ministry found the K2 project was out of compliance and ordered the operator to develop and implement a Noise Abatement Action Plan.

¹⁰ Turbine determined to be non-compliant on March 8, 2018, Noise Abatement Action Plan implemented. Problem not resolved.

¹¹ Capstone Renewable Project, limited project documentation posted on project websites.

¹² I-Audit report submitted in January 30, 2018 accepted and then rejected by MECP. More noise testing is currently underway.

Appendix 2: Complaints by Project

The following table summarizes the information on the complaint records provided in response to a series of four Freedom of Information requests. In total, the information released indicates that more than 5,800 complaints have been made about the operations of wind turbine projects between 2006 and 2018. (The requests for information covering 2019 and 2020 are outstanding. The fact the government does not have rapid access to these records to fulfill FOI requests is proof that citizen complaints are going nowhere, and are not subject to any high level scrutiny.)

Communications from residents indicate that when there is no follow-up action on complaints, people just give up and stop complaining. This does not mean that the problems have been resolved. Actual follow-up on high profile situations could encourage many residents to start documenting their concerns and reports of poor health again.

Site Name	Start Year	2006 - 2014	2015 - 2016	2017	2018	Total
Melancthon Wind (All Phases)	2008	873	62	0	26	961
K2 Wind	2015	1	413	178	149	741
Unifor (CAW)	2013	236	92	174	147	649
Enbridge Underwood	2009	442	73	14	27	556
Talbot Wind Farm	2010	388	7	2	6	403
East Durham	2015		293	6	27	326
Thames Valley Phase 1&2	2010	239	16		0	255
Capstone - Grey Highlands	2014		3	121	79	203
Comber Wind	2010	127		2	9	138
Frogmore-Cultus-Clear Creek	2008	131	4		0	135
HAF Wind	2014	71	57	2	0	130
Niagara Wind	2016	0	24	20	83	127
Harrow Wind	2010	117	6		0	123
Plateau Wind	2012	119	1		0	120
Ripley Wind	2007	99			0	99
Conestogo Wind	2010	69	10		0	79
Grand Valley Wind	2012	24	38		8	70
Kent Breeze Wind	2011	55	2		0	57
Snowy Ridge	2016		7	46	1	54
Dufferin Wind	2014	3	50		0	53
Grand Bend Wind	2016		13	37	2	52
St. Columban Wind	2017	1	30	11	5	47
South Kent Wind	2014	35	5		0	40
Settler's Landing	2017			35	2	37
Adelaide Wind	2014		34	2	0	36

McLean's Mtn. Wind	2010	27	6	3	0	36
Ernestown Wind Park	2014	1	33		0	34
Summerhaven Wind	2010	19	8	3	1	31
Wolfe Island Wind	2009	22		1		23
Proof Line Wind	2009	20				20
Grand Renewable	2014		19		1	20
Bluewater Wind	2011	8	8	2		18
Jericho Wind	2014	3	15			18
Armow	2011		15			15
Amherst Island	2018				15	15
Cedar Point	2011		10	4		14
Goshen Wind	2015		8	2		10
Port Alma Wind	2008	9				9
Erieau-Blenheim Wind	2013	8				8
Erie Shores (Port Burwell)	2006	5			2	7
Raleigh Wind Energy	2011	6				6
Kruger-Chatham Wind	2011	5				5
Port Ryerse Wind	2016		5			5
Marsh Line	2010			4	1	5
North Kent Wind	2018		3		2	5
Bornish Wind	2011	1	3			4
Ganaraska Wind	2016		4			4
Zephyr Wind Farm	2012	4				4
Port Dover/Nanticoke	2013	3				3
South Branch Wind	2014	3				3
Springwood Wind	2014		3			3
Sumac Ridge	2013			3		3
Bow Lake	2010			1	2	3
Gesner Wind	2013	2				2
Oxley Wind Farm	2014	2				2
Prince I & II Wind	2006	2				2
Napier Wind	2015		1			1
Wainfleet Wind	2014		1			1
Otter Creek	-			1		1
Total		3,180	1,382	674	595	5,831

Policy Division

Division de la politique

Director's Office
Crown Forests and Lands Policy Branch
70 Foster Drive, 3rd Floor
Sault Ste. Marie, ON P6A 6V5

Bureau du directeur
Direction des politiques relatives aux forêts et
aux terres de la Couronne
70, rue Foster, 3^e étage
Sault Sainte Marie, ON P6A 6V5

March 03, 2022

Re: Seeking input about the use of floating accommodations on waterways over
Ontario's public lands

Greetings,

The Ministry of Northern Development, Mines, Natural Resources and Forestry (NDMNRF) would like to make you aware of a Bulletin recently posted to the Environmental Registry of Ontario [<https://ero.ontario.ca/notice/019-5119>].

We are seeking to engage municipalities on potential ideas and approaches to manage “camping” and the use of floating accommodations on waterways over Ontario’s public lands. The ministry is seeing increased interest in the use of waterways by various types of vessels (i.e., watercrafts equipped for overnight accommodation). In some cases, the ministry has heard concerns relating to vessels that are primarily designed for accommodation and not navigation.

We are seeking input from the public, Indigenous communities, and municipal associations, and various stakeholders including your organization **by April 19, 2022**.

Input from this process will inform consideration of potential future changes intended to address growing concerns around the impacts of this activity on Ontario waterways and those who use them.

Please note, no regulatory changes are being proposed at this time. Any regulatory or policy changes that may be considered in the future would be posted on the Environmental Registry for consultation purposes.

If you have any questions, please reach out to Julie Reeder, Sr. Program Advisor, Crown Lands Policy Section at Julie.reeder@ontario.ca.

Sincerely,

Peter D. Henry, R.P.F.
Director
Crown Forests and Lands Policy Branch

- c. Pauline Desroches, Manager, Crown Lands Policy Section
Julie Reeder, Sr. Program Advisor, Crown Lands Policy Section

From: [Eowyn Spencer](#)
To: [admin@puslinch.ca](#); [Amanda Knight - Township of Guelph/Eramosa \(aknight@get.on.ca\)](#); [Andrea Holland \(clerk@hamilton.ca\)](#); [Chloe Senior; dholmes@melanctontownship.ca](#); [ebell@pertheast.ca](#); [Evelyn Eichenbaum; Graham Milne \(Graham.Milne@halton.ca\)](#); [Heather Boyd; Karren Wallace; Kerri O'Kane; Larry Wheeler; Lindsay Cline \(ldine@northperth.ca\)](#); [Lindsey Green; Lisa Campion; mtownsend@townofgrandvalley.ca](#); [nmartin@amaranth.ca](#); [Office of the Clerk \(clerks@brantford.ca\)](#); [Regional Clerk; Stephen.O'Brien@guelph.ca](#); [Susan Stone \(sstone@eastgarafraxa.ca\)](#); [Teresa Olsen; Board Members; minister.mecp@ontario.ca](#); [minister.ndmnr@ontario.ca](#); [ca.office@ontario.ca](#)
Cc: [Karen Armstrong](#); [Sonja Radoja](#)
Subject: Grand River CA - 2022 Budget, 2021 Audited Statements & By-law 1-2022
Date: March 4, 2022 2:41:32 PM

Greetings,

In accordance with the Conservation Authorities Act section 38.4, please be advised that the GRCA 2022 Budget and 2021 Audited Financial Statements have been [posted on our website](#).

The following resolution was passed the Annual General Membership meeting of the Grand River Conservation Authority held on February 25, 2022:

*THAT the Financial Statements of Grand River Conservation Authority as at December 31, 2021 and the Report of the Auditors thereon be received, approved and placed on file;
AND THAT copies be made available to all member municipalities, Grand River Conservation Authority Members and the Ontario Ministers of Natural Resources and Forestry and the Environment, Conservation and Parks.*

At the same meeting, the General Membership approved [GRCA By-law 1-2022](#), which has also now been posted on our website in accordance with Section 19.1(4) of the Conservation Authorities Act.

Hard copies of these documents or alternate formats are available by request, and the approved budget package was previously circulated to participating municipalities on February 25.

Should you have any questions or concerns, please contact [Karen Armstrong](#), Deputy CAO/Secretary-Treasurer, or [Sonja Radoja](#), Manager of Corporate Services.

Eowyn Spencer
Executive Assistant
Grand River Conservation Authority

400 Clyde Road, PO Box 729
Cambridge, ON N1R 5W6
Office: 519-621-2763 ext. 2240
Toll-free: 1-866-900-4722

www.grandriver.ca | [Connect with us on social](#)

From: [Janice Hagan](#)
To: [CAOs / Clerks](#)
Cc: [Jennifer Stephens](#); [Barbara Dobreen](#); [bstewart@kincardine.ca](#); [cheryl.grace@saugeenshores.ca](#); [mayor@westgrey.com](#); [dgieruszek@brockton.ca](#); [Dave Myette - Saugeen Shores](#); [drae@chatsworth.ca](#); [db.murray@hurontel.on.ca](#); [Mark Davis \(890540\)](#); [mcouture@kincardine.ca](#); [Mike Niesen](#); [Councillor Allen](#); [Steve McCabe \(890500\)](#); [Sue Paterson \(890460\)](#); [deputymayor@westgrey.com](#)
Subject: SVCA Amended By-Laws
Date: March 8, 2022 12:59:36 PM
Attachments: [DOC_20220204_AdministrativeByLaws_Amended.pdf](#)

TO Watershed CAOs / Clerks

Cc Authority Members

The SVCA By-laws have been amended and are attached for your reference.

Regards,

~~Janice



Janice Hagan

Executive Assistant/Finance Clerk

1078 Bruce Rd 12, Formosa, ON N0G 1W0

(519) 387-0505 (Cell)

[Click Here for link to By-law document](#)

March 4, 2022

Mayor John Woodbury
Township of Southgate
185667 Grey County Rd. 9,
Dundalk, ON N0C 1B0

Good Day Mayor Woodbury,

On March 1, 2022, I assumed the role of Senior Vice President & President, Gas Distribution and Storage for Enbridge, which includes Enbridge Gas in Ontario, and Gazifère in Québec.

I am excited to lead two strong companies whose core purpose is to deliver the energy that enhances peoples quality of life. Our distribution service area generates 40 percent of Canada's GDP, and the energy we provide for 3.9 million residential, business and industrial customers, helps keep this country's economic engine humming. Our unique Storage and Transmission business provides shippers with direct access to North America's major natural gas supply basins. This business includes one of the largest integrated underground natural gas storage facilities in North America, that ensures Ontario, Québec and markets further east have access to a reliable and secure energy source, when they need it most.

I intend to build upon this solid foundation and the outstanding leadership of Cynthia Hansen, who is now Executive Vice President and President of Gas Transmission for Enbridge Inc., and brings to her role a deep understanding of Enbridge Gas, Gazifère and their respective markets.

You can expect a seamless transition. Over the course of my 25 year career in energy, most recently in my previous role as Senior Vice President and Chief Operations Officer, Gas Transmission and Midstream at Enbridge, my focus has been to deliver best-in-class safety, environmental and operationally excellent performance. Under my leadership, we will remain laser focused on providing a safe, reliable and competitive energy choice for our customers. In addition, we will expand our efforts to advance Ontario and Québec's environmental objectives through investments and partnerships in zero and low-carbon energy initiatives and technologies, and we will continue to deliver on our business and financial objectives for our shareholders.

Over the coming weeks I will be making the rounds, meeting with employees, government officials, Indigenous and community leaders, business partners and others, to further my understanding of the business and the needs of those we serve. I have an open door policy and want to solicit your thoughts on what we are doing well, and what we could do better so that we may build upon our strengths.

Sincerely,



Michele Harradence
Senior Vice President & President, Gas Distribution and Storage, Enbridge



Media Release

March 4, 2022

Some public health measures remain in place

On March 1, the government of Ontario lifted, as planned, most of the remaining pandemic-related public health measures that had been in place, including capacity limits in all indoor public settings and proof of vaccination requirements for all settings.

However, some measures remain.

Face masks must still be worn, with the same exemptions as before, in indoor areas of public places, businesses or organizations.

Businesses and facilities are still required to have a safety plan in place to describe how the requirements of the Reopening of Ontario Act will be implemented. Passive screening of individuals is also required by posting signs at all entrances to businesses and facilities that inform individuals on how to screen themselves for COVID-19.

The Grey Bruce Health Unit is continuing to advise businesses and facilities to encourage physical distancing where possible.

Public health is also conducting case and contact management for individuals in high-risk settings, such as long-term care.

Also on March 1, Grey-Bruce Medical Officer of Health Dr. Ian Arra rescinded the last remaining local Class Order, which had been issued on April 16, 2021. The Class Order contained requirements for self-isolation related to COVID-19. It also included a potential fine for non-compliance.

While this local, universal Class Order was lifted, the government of Ontario's requirements for self-isolation remain in place.

Individuals must isolate if they have symptoms of COVID-19 or have tested positive for the virus. The required isolation period is at least five days for those who have been fully vaccinated or are under 12 years of age or at least 10 days if the person is not fully vaccinated and over 12 years of age or is immunocompromised.

Individuals must also isolate if they live with someone who's tested positive for COVID-19 and the individual has not tested positive for the virus in the past 90 days. Full details on self-isolation requirements and self-monitoring guidelines are available at this [link](https://www.publichealthgreybruce.on.ca).

A healthier future for all.

101 17th Street East, Owen Sound, Ontario N4K 0A5 www.publichealthgreybruce.on.ca

519-376-9420

1-800-263-3456

Fax 519-376-0605

The Grey Bruce Health Unit has posted a [Frequently Asked Questions](#) document to its website regarding the decision to lift the local self-isolation Class Order.

The Medical Officer of Health can still issue an order to isolate to individuals, if required.

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



TRANSITION PLAN

TO COMPLY WITH THE REQUIREMENTS OF ONTARIO REGULATION 687/21

December 16, 2022



BACKGROUND

On October 7, 2021, the Government of Ontario posted a Decision Notice on the Environment Registry of Ontario regarding [Regulatory proposals \(Phase 1\) under the *Conservation Authorities Act*](#). The purpose of this Notice was to announce new regulations which had been finalized to focus conservation authorities on their core mandate by prescribing mandatory programs and services they must provide, giving municipalities greater control over what conservation authority programs and services they will fund, and consolidating “Conservation Areas” regulations. Two regulations are directly related to the completion of this Transition Plan.

- Ontario Regulation 686/21: Mandatory Programs and Services
- Ontario Regulation 687/21: Transition Plans and Agreements for Programs and Services

ONTARIO REGULATION 686/21: MANDATORY PROGRAMS AND SERVICES

This regulation prescribes the mandatory programs and services conservation authorities would be required to provide, including core watershed-based resource management strategies. This regulation will come into effect on January 1, 2022.

ONTARIO REGULATION 687/21: TRANSITION PLANS AND AGREEMENTS FOR PROGRAMS AND SERVICES

This regulation requires each conservation authority to have a ‘transition plan’ that would outline the steps to be taken to develop an inventory of programs and services and to enter into agreements with participating municipalities to fund non-mandatory programs and services through a municipal levy. It also establishes the transition period to enter into those agreements. This regulation came into effect on October 1, 2021.

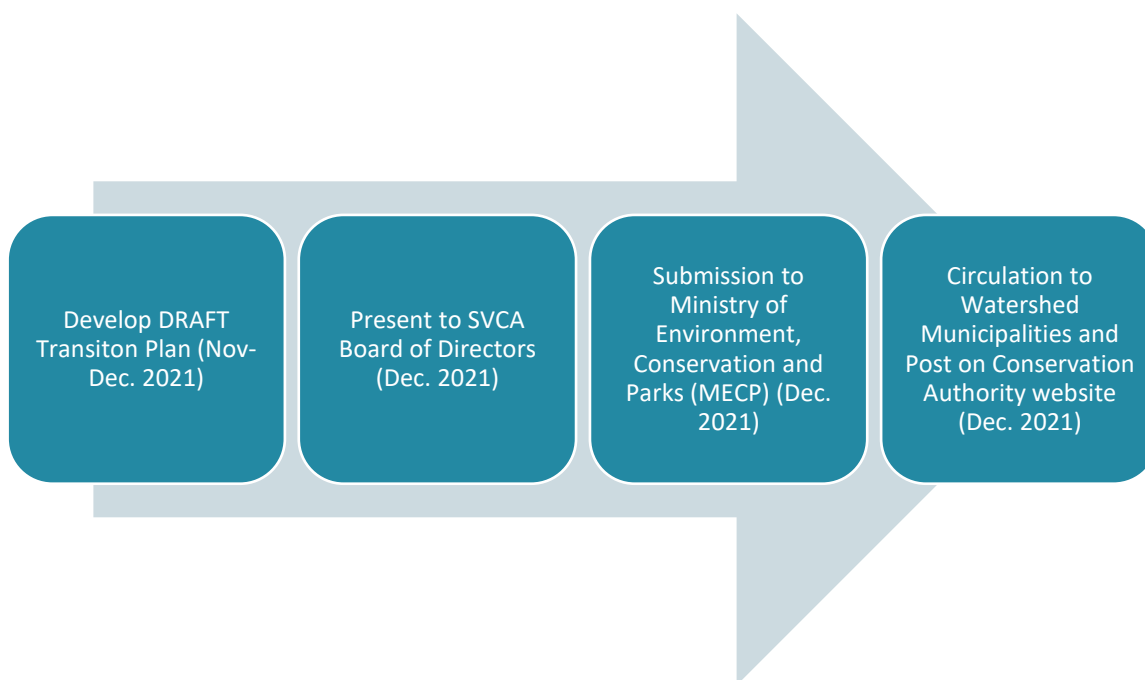
TRANSITION PLAN PERIOD AND CONTENTS

This Transition Plan covers two periods. The first period extends from October 7, 2021, to February 28, 2022, at which time an inventory of Saugeen Valley Conservation Authority’s programs and services will be completed and submitted to the Ministry of the Environment, Conservation and Parks, as well as watershed municipalities. This inventory must outline steps to be taken to enter into agreement(s) with participating municipalities for the use of municipal levies for non-mandatory programs and services the conservation authority determines are advisable in its jurisdiction by January 1, 2024.

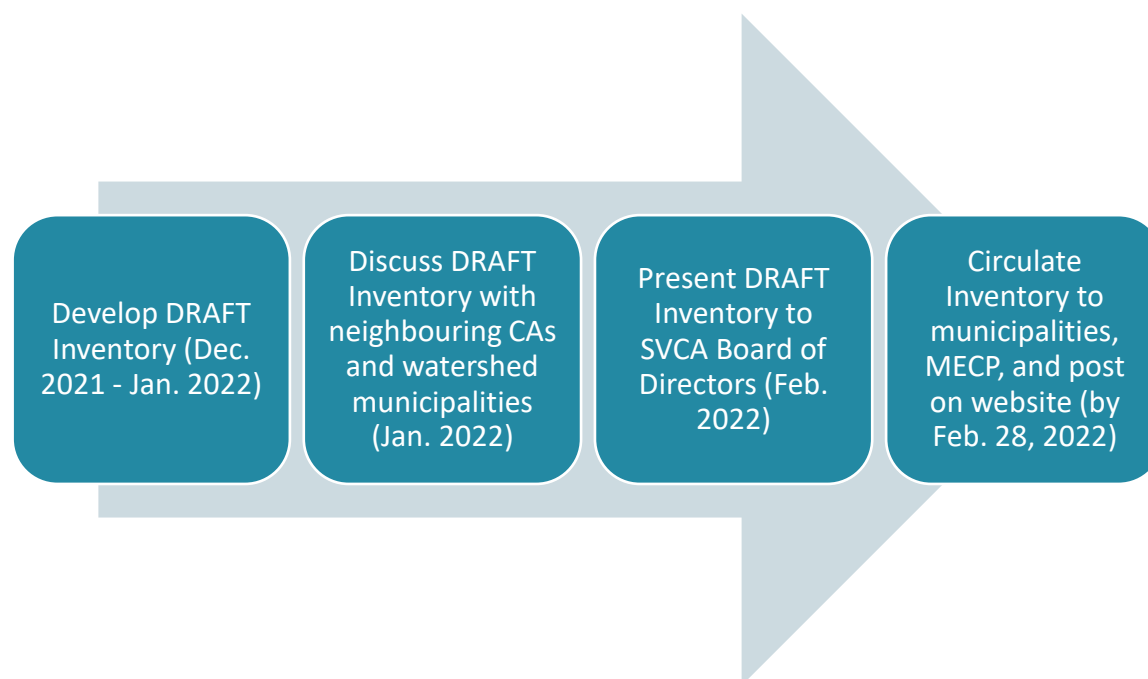
The second period extends from March 1, 2022, to December 31, 2023. During this period, the steps required to enter into agreement(s) with participating municipalities for use of municipal levies for non-mandatory programs and services the conservation authority determines are advisable will be carried out.

The Transition Plan will include a workplan and timeline to complete the agreement(s) with participating municipalities but will also include consultation steps necessary to ensure that municipal partners are actively engaged in discussions associated with the future of 'other' programs and services at Saugeen Valley Conservation Authority.

PHASE 1: PREPARATION OF TRANSITION PLAN



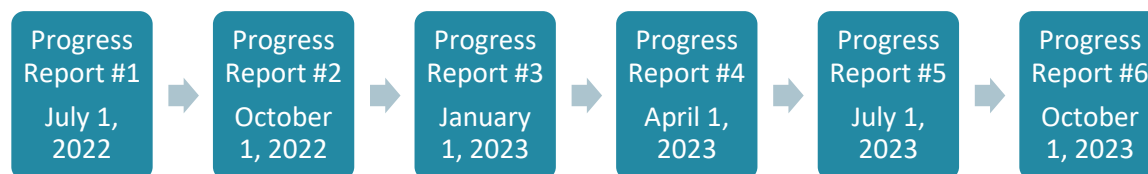
PHASE 2: PREPARATION OF PROGRAMS AND SERVICES INVENTORY



PHASE 3: PREPARATION OF MEMORANDA OF UNDERSTANDING (MOU) / AGREEMENTS

Task	Timeline
Consult with municipalities on inventory	March – May 2022
Draft MOU/Agreements for ‘other programs and services’ requiring levy	June 2022 – May 2023
Draft 2024 financial scenario	
Allocate levy into mandatory and non-mandatory service areas	
Estimate cost apportionment for inclusion in draft MOU/Agreements	
Consult with Board of Directors and municipalities on draft MOU/Agreements	
Execute MOU/Agreements	June – Sept. 2023
Develop Draft 2024 Budget	
Revise and finalize programs and services inventory	September 2023
Board of Directors approves draft 2024 budget for circulation to municipalities	October 2023
Board of Directors approves 2024 budget	December 2023
MOU/Agreements submitted to Ministry of Environment, Conservation and Parks (MECP)	January 31, 2024
Submit final version of inventory to municipalities, MECP, and post on website	

MANDATORY PROGRESS REPORTS TO MINISTRY OF ENVIRONMENT, CONSERVATION AND PARKS



COMMUNICATION AND CONSULTATION

Critical to the success of this transition plan is communication and consultation with several instrumental stakeholder groups including municipalities (staff and elected officials), the public, neighbouring conservation authorities and Saugeen Valley Conservation Authority's Board of Directors. To make certain that these stakeholder groups stay engaged frequent means of communication will be necessary. Methods of communication that are expected to be employed as this transition plan is being implemented are depicted below.





2021 Division Road North
Kingsville, Ontario N9Y 2Y9
Phone: (519) 733-2305
www.kingsville.ca
kingsvilleworks@kingsville.ca

VIA EMAIL (premier@ontario.ca)

February 22, 2022

Hon. Doug Ford, Premier of Ontario
Premier's Office
Room 281
Legislative Building, Queen's Park
Toronto, Ontario M7A 2J3

Dear Premier Ford:

RE: RESOLUTION OF THE ONTARIO LAND TRIBUNAL

At its Regular Meeting held Monday, February 14, 2022 the Council of The Corporation of the Town of Kingsville passed the following motion in support of the Town of Aurora, Request for Support for Government of Ontario to dissolve the Ontario Land Tribunal. (copy enclosed).

"138-02142022

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Kim DeYong

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 Corporation of the Town of Kingsville's 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 Corporation of the Town of Kingsville's 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 The Corporation of the Town of Kingsville; 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 act as a barrier to the development of attainable housing.

Now Therefore Be It Hereby Resolved That The Corporation of the Town of Kingsville 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

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

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.

CARRIED"

Please contact the undersigned if you should require any further information.

Yours very truly,



Paula Parker
Town Clerk
Legislative Services Department
pparker@kingville.ca

cc:

Hon. Steve Clark, Minister of Municipal Affairs and Housing steve.clark@pc.ola.org
Andrea Horwath, Leader of the Official Opposition horwatha-qp@ndp.on.ca
Mike Schreiner, Leader of the Ontario Green Party mschreiner-co@ola.org
Steven Del Duca, Leader of the Ontario Liberal Party info.leader@ontarioliberal.ca
Ontario Members of Provincial Parliament
Large Urban Mayor's Caucus of Ontario info@ontariobigcitymayors.ca
Small Urban GTHA Mayors of Ontario, Chair Tom Mrakas tmrakas@aurora.ca
Mayors Regional Chairs of Ontario, Chair Karen Redman chair@regionofwaterloo.ca
Association of Municipalities of Ontario (AMO) amopresident@amo.on.ca
All Ontario Municipalities

February 24, 2022

Re: Item for Discussion – Hospital Capital Funding

At its meeting of February 23, 2022, the Council of the Corporation of the Town of Bracebridge ratified motions 22-PD-014, regarding the Item for Discussion – Hospital Capital Funding, as follows:

“WHEREAS healthcare funding is a provincial and federal responsibility;

AND WHEREAS from 2009 to 2020 a total of \$415.4 million has been transferred from municipal operations to fund and build provincial hospitals:

AND WHEREAS remaining long-term commitments to hospitals stand at \$117.5 million (as of 2020), which will also be financed from municipal operations;

AND WHEREAS a hospital is one of many public services that contributes to healthy communities;

AND WHEREAS municipal contributions to provincial hospitals takes away from the resources available for other municipal services that contribute to the health and well-being of residents;

AND WHEREAS a community’s total contribution to local hospitals also includes the donations made by benevolent individuals, groups, and businesses along with municipal contributions;

AND WHEREAS a community’s required local share is to pay 10% of capital construction costs and 100% of the cost of equipment, furniture, and fixtures, which includes medical equipment with big ticket prices: MRI machines, CT scanners, and x-ray machines;

AND WHEREAS this translates to a 70% provincial share and 30% local share (individuals, groups, businesses, and municipalities) of the overall cost of provincial hospital operations and capital projects;

AND WHEREAS the adoption of the “design-build-finance” hospital construction model (also known as alternative financing and procurement or P3 projects), has increased local share amounts because they now include the costs of long-term financing;

AND WHEREAS equipment replacement needs are increasingly frequent and increasingly expensive with average equipment lifespan of just ten years;

AND WHEREAS the Association of Municipalities of Ontario has highlighted the “local share” of hospital capital contributions as a major issue in its 2022 Pre-Budget Submission to the Standing Committee on Finance and Economic Affairs;

1000 Taylor Court
Bracebridge, ON
P1L 1R6 Canada

telephone: (705) 645-5264
corporate services and finance fax: (705) 645-1262
public works fax: (705) 645-7525
planning & development fax: (705) 645-4209

NOW THEREFORE BE IT RESOLVED THAT the Council of The Corporation of the Town of Bracebridge calls for a provincial re-examination of the "local share" hospital capital calculation methodology, to better reflect the limited fiscal capacity of municipalities, and the contributions to health care services they already provide to a community;

AND FURTHER THAT a copy of this resolution be forwarded to the Premier of Ontario, the Minister of Finance, the Minister of Health, the Minister of Municipal Affairs and Housing, the Local Member of Provincial Parliament, the Association of Municipalities of Ontario, and all Ontario municipalities."

In accordance with Council's direction I am forwarding you a copy of the resolution for you reference.

Please do not hesitate to contact me if I can provide any additional clarification in this regard.

Yours truly,

A handwritten signature in black ink, appearing to read 'L. McDonald', written in a cursive style.

Lori McDonald
Director of Corporate Services/Clerk



COUNCIL RESOLUTION

Resolution No.: 67-22

Date: Feb 22, 2022

Moved By: RON GIARDETTI

Seconded By: MEGHAN CHOMUT

THAT Council hereby supports the resolution from the Town of Bracebridge regarding the Joint and Severable Reform; and

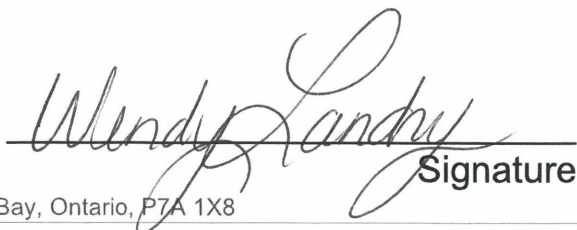
BE IT RESOLVED that a copy of this resolution be forwarded to Attorney General, the Honourable Doug Downey, the Minister of Municipal Affairs and Housing, the Honourable Steve Clark, AMO President, Jamie McGarvey, AMCTO President, Sandra MacDonald and all Ontario Municipalities.

☒ Carried

☐ Defeated

☐ Amended

☐ Deferred


Signature

Municipality of Shuniah, 420 Leslie Avenue, Thunder Bay, Ontario, P7A 1X8



February 28, 2022

The Honorable Doug Ford

Premier of Ontario

Room 281, Legislative Building, Queen's Park

Toronto, ON M7A 1A1

RE: DISSOLVE ONTARIO LAND TRIBUNAL (OLT) (13.2)

Dear Premier:

This will confirm that at its February 23, 2022 meeting, Markham City 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 zoning 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 City of Markham 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 City of Markham 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 the City of Markham; 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 Provincial Planning Policy; 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 act as a barrier to the development of all housing and commercial properties.

1. Now Therefore Be It Resolved That the City of Markham requests the Government of Ontario to instruct the OLT to immediately cease accepting new cases and then dissolve the OLT once its current caseload has been addressed, thereby eliminating one of the most significant sources of red tape delaying the development of 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.

Yours sincerely,



Kimberley Kitteringham
City Clerk

cc: Hon. Steve Clark, Minister of Municipal Affairs and Housing
Andrea Horwath, Leader of the Opposition, New Democratic Party
Steven Del Duca, Leader, Ontario Liberal Party
Mike Schreiner, Leader, Green Party of Ontario
All MPPs in the Province of Ontario
Large Urban Mayors' Caucus of Ontario
Small Urban GTHA Mayors
Regional Chairs of Ontario
Association of Municipalities of Ontario (AMO)
All Ontario Municipalities



February 25, 2022

The Honourable David Piccini, Minister
Ministry of Environment Conservation and Parks
College Park 5th Floor, 777 Bay St.
Toronto, ON M7A 2J3

Re: Municipal Accommodation Tax and Crown Campgrounds

On January 1st, 2022, the Town of South Bruce Peninsula implemented a Municipal Accommodation Tax (MAT). The tax equates to a 4% fee Levied on short term accommodations including, hotels, motels, rooming houses, bed & breakfast, cottage rentals and campgrounds, for all bookings of 30 days or less.

The Town of South Bruce Peninsula is the first jurisdiction in Ontario to levy the MAT on campgrounds. There are approximately 14 campgrounds within the Town of South Bruce Peninsula. Of those, one is a municipally owned campground, and one is a provincially owned campground, known as the Sauble Falls Provincial Park.

The Town recently amended the MAT program to confirm that our Town owned campground will contribute to MAT in the same manner as all of our privately owned campgrounds.

The Municipal Act states that “the Crown, any agency of the Crown in right of Ontario or any authority.....” Is exempt from MAT. As such, the Sable Falls Provincial Park is not participating in the MAT program.

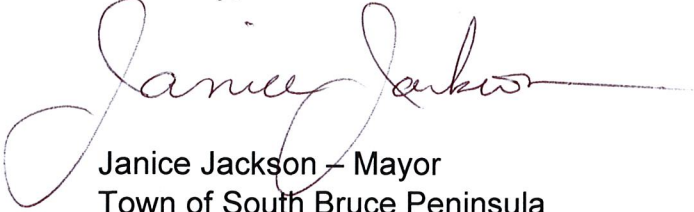
Several campground owners within the Town recently attended a Council meeting and stated their concerns and objections pertaining to the MAT exemption for the Sauble Falls Provincial Park. Town Council and private campground owners believe that this exemption creates an unfair competitive advantage for the provincially operated campground.

Council fully supports the position of our local campground owners and has passed the following resolution

“And further that the Town sends a letter to the Ministry of Environment Conservation and Parks as well as to MPP Bill Walker requesting the removal of the Municipal Accommodation Tax exemption for all Crown owned campgrounds and that this letter is sent to all Ontario municipalities to seek their support”

By way of this letter, we are asking the province to remove exemptions listed within section 400.1 (1) of the Municipal Act pertaining to Crown owned facilities, specifically campgrounds.

Sincerely,

A handwritten signature in dark ink, appearing to read "Janice Jackson", with a long horizontal flourish extending to the right.

Janice Jackson – Mayor
Town of South Bruce Peninsula
Janice.jackson@southbrucepeninsula.com
519-534-1400 ext. 200

cc. MPP Bill Walker

CLERKS DEPARTMENT

March 1, 2022

Hon. Doug Ford, Premier of Ontario
Premier's Office
Room 281
Legislative Building, Queen's Park
Toronto, ON
M7A 2J3

Sent via email: doug.fordco@p.ola.org

Dear Premier Ford,

Re: Dissolution of the Ontario Land Tribunal

This is to confirm that at the Feb 28, 2022 Council Meeting the following resolution was adopted with respect to the above noted matter:

That, the Township Clerk be and is hereby authorized to advise the Regional That, the resolution adopted by the Town of Halton Hills Council at their meeting of February 7, 2022, regarding the request for the Government of Ontario to Dissolve the Ontario Land Tribunal; be received and supported.

If you have any questions or concerns regarding the above, do not hesitate to contact the undersigned.

Sincerely,



Joanne Scime, Clerk

cc. Hon. Steve Clark, Minister of Municipal Affairs and Housing
Andrea Horwath, Leader of the Official Opposition
Mike Schreiner, Leader of the Green Party
Steven Del Duca, Leader of the Liberal Party
All Ontario MPPs
Large Urban Mayors' Caucus of Ontario
Small Urban GTHA Mayors of Ontario
Regional Chairs of Ontario
AMO
All Ontario Municipalities

From: [Switzer, Barbara](#) on behalf of [Regional Clerk](#)
Subject: Regional Council Decision - Town of Aurora Resolution - Request to Dissolve Ontario Land Tribunal (OLT)
Date: March 2, 2022 3:29:23 PM

On February 24, 2022 Regional Council received the communication from the Town of Aurora dated February 22, 2022 and supported the motion, *amended as follows*:

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;

NOW THEREFORE BE IT RESOLVED that *the Government of Ontario be requested to immediately engage municipalities to determine an alternative land use planning appeals process in order to dissolve the OLT and eliminate one of the most significant sources of red tape delaying the development of more attainable housing in Ontario; and*

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

BE IT FINALLY RESOLVED That a copy of this Motion be sent to the Association of Municipalities of Ontario (AMO) and all Ontario municipalities for consideration.

Regards,

Christopher Raynor | Regional Clerk, Regional Clerk's Office, Corporate Services

The Regional Municipality of York | 17250 Yonge Street | Newmarket, ON L3Y 6Z1

O: 1-877-464-9675 ext. 71300 | christopher.raynor@york.ca | york.ca

Our Mission: **Working together to serve our thriving communities – today and tomorrow**

From: [Chris Sargent](#)
To: MMortimer@ocwa.com; admin@omwa.org
Cc: [Clerk's Distribution List](#)
Subject: Town of Collingwood - Termination of Membership in the OMWA
Date: March 3, 2022 11:43:09 AM
Attachments: [image001.png](#)

March 3, 2022

BY E-MAIL

Ontario Municipal Water Association
61 Meadowlark Blvd.,
Wasaga Beach, ON L9Z 3B3

Attn: Mike Mortimer, President & Board of Directors

Dear President Mortimer & Board,

Re: Termination of the Town of Collingwood's Membership in the OMWA

Please be advised that Council of the Corporation of the Town of Collingwood, respectfully wishes to advise you that the Town of Collingwood can no longer remain a member of the Ontario Municipal Water Association. At the regular meeting of Council held January 24th, 2022, Council passed the following motion:

WHEREAS Collingwood is a member of the Ontario Municipal Water Association (OMWA);

AND WHEREAS the OMWA website lists Mr. Ed Houghton as the Executive Director of OMWA;

AND WHEREAS Mr. Houghton was the CEO of Collus Power Corporation and the Acting CAO for the Town of Collingwood when the Town closed the sale of 50% of its interest in Collus Power Corporation to Powerstream Incorporated in 2012 and subsequently used the proceeds to purchase 2 Sprung buildings for the Town's recreation facilities through a sole-sourced procurement;

AND WHEREAS the Town of Collingwood Council of 2014-2018 asked the Chief Justice of the Superior Court of Ontario to strike a Judicial Inquiry into these 2 transactions in 2018 and the then Associate Chief Justice Frank Marrocco was appointed the Commissioner of the Collingwood Judicial Inquiry;

AND WHEREAS Justice Marrocco released his report on November 2, 2020, in which he found that, "undisclosed conflicts, unfair procurements, and lack of transparency stained both transactions;"

AND WHEREAS Justice Marrocco found that when, "the answers to legitimate questions are dismissive, spun, or obfuscated, public trust further erodes" and that, "the relationship between the public and its municipal government may never be the same;"

AND WHEREAS Justice Marrocco found that Mr. Houghton, “enjoyed unusual influence and freedom in his roles with the Town and Collus corporations” and that Mr. Houghton was a central figure in both transactions;

AND WHEREAS Mr. Houghton’s actions during these two transactions, as found by Justice Marrocco in his report, undermined the credibility and integrity of the Town of Collingwood and had a profound, devastating and lasting impact on our community.

NOW THEREFORE BE IT RESOLVED THAT Council terminate the Town’s membership in OMWA effectively immediately;

AND FURTHER THAT a letter be sent to the OMWA Board and copied to all members of OMWA attaching this motion and the link to Justice Marrocco’s Report, “Transparency and the Public Trust: Report of the Collingwood Judicial Inquiry.”

CARRIED.

Please find here the link to the [Transparency and the Public Trust: Report of the Collingwood Judicial Inquiry](#). Should you require anything further, please do not hesitate to contact the undersigned by email at clerk@collingwood.ca.

Yours truly,

TOWN OF COLLINGWOOD

Sara Almas, *CMM III*
Director of Legislative Services / Clerk

CC: Mike Mortimer, President, OMWA Board of Directors
OMWA Member Municipalities



Christopher Sargent B.A.
Coordinator, Clerk’s Services

Town of Collingwood
97 Hurontario Street, P.O. Box 157
Collingwood ON L9Y 3Z5
705-445-1030 Ext. 3294

csargent@collingwood.ca | www.collingwood.ca

This transmission may contain information that is subject to or exempt from disclosure pursuant to the Municipal Freedom of Information and Protection of Privacy Act and other applicable law. The information contained in and/or attached to this transmission is intended solely for the intended recipient. If you are not the intended recipient, you are hereby notified that any disclosure, photocopying, distribution, or dissemination of the contents, in whole or in part, is unauthorized and prohibited. If you have received this transmission in error, please notify the sender immediately and destroy all copies

If you no longer wish to receive Commercial Electronic Messages from this sender, please respond to this email with "UNSUBSCRIBE" in the subject line.



Please consider the environment before printing this e-mail.

March 02, 2022

Sent via email

Ministry of Education
315 Front Street, 14th Floor
Toronto, ON M7A 0B8

To whom it may concern:

Re: Resolution # 2022-146 – Beavercrest Community School

Please be advised that the following resolution was passed at the March 02, 2022 meeting of the Council of the Municipality of Grey Highlands.

2022-146

Paul McQueen, Tom Allwood

Whereas the Bluewater District School Board received approval for 236 pupil spaces in March of 2018; and

Whereas the Board applied for an updated approval for 328 pupil spaces in January 2022; and

Whereas the pupil spaces for September of 2022 is estimated at 277;

Now therefore be it resolved that Council provide a letter of support on behalf of the Municipality of Grey Highlands to the Ministry of Education regarding the request by the Bluewater District School Board for an updated approval for an additional 92 pupil spaces for the new Beavercrest Community School in Markdale; and

That a copy be sent to MPP Bill Walker, the County of Grey and Grey County lower tiers.

By a vote of 7-0, CARRIED.

Yea: Paul McQueen, Tom Allwood, Aakash Desai, Paul Allen, Cathy Little, Dane Nielsen, and Danielle Valiquette

Nay:

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

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. Doug Ford, Ontario Premier
Bill Walker, MPP Grey-Bruce-Owen Sound
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



The Town of The Blue Mountains Council Meeting

Title:

Township of Clearview

Date:

Monday, February 28, 2022

Moved by:

Deputy Mayor Bordignon

Seconded by:

Councillor Hope

THAT Council of the Town of The Blue Mountains receives for information the February 9, 2022 correspondence from Township of Clearview regarding their letter to Premier Ford for funding support for infrastructure projects, bridge and culvert replacements in rural municipalities;
AND THAT Council supports the Township of Clearview February 7, 2022 resolution requesting that Federal and Provincial Governments to provide more funding to rural municipalities to support infrastructure projects related to major bridge and culvert replacements;
AND THAT Council direct that this resolution be forwarded to Ontario municipalities, AMO, Premier of Ontario, Provincial Minister of Finance, Federal Finance Minister and ROMA for support

The motion is Carried



The Town of The Blue Mountains Council Meeting

Title: Ontario Housing Affordability Task Force Report, PDS.22.037
Date: Monday, February 28, 2022

Moved by: Councillor Matrosovs
Seconded by: Deputy Mayor Bordignon

THAT Council receive Staff Report PDS.22.037, entitled "Ontario Housing Affordability Task Force Recommendations – Information Report";
AND THAT Council direct Town staff to monitor any provincial policy and legislative changes that may be proposed by the Province to address Housing and Affordability issues.

The motion is Carried



Township of Georgian Bay – Office of the CAO

March 7, 2022

The Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

Dear Premier,

RE: Dissolve Ontario Land Tribunal

At its meeting held on February 14, 2022, Township of Georgian Bay Council adopted the following resolution with respect to the Ontario Land Tribunal:

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 zoning 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 Township of Georgian Bay 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 Township of Georgian Bay 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 Township of Georgian Bay; 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 Provincial Planning Policy; 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 act as a barrier to the development of attainable housing;

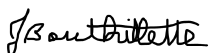
1. NOW THEREFORE BE IT HEREBY RESOLVED THAT Township of Georgian Bay requests the Government of Ontario to dissolve the OLT immediately thereby eliminating one of the most significant sources of red tape delaying the development of more attainable housing in Ontario; and

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.

Your favorable consideration of this request is respectfully requested.

Sincerely,



Julie Bouthillette, CPA, CGA
Acting Chief Administrative Officer
Township of Georgian Bay

cc: Minister of Municipal Affairs and Housing; Leader of the Opposition; Leaders of the Liberal and Green Party; MPPs in the Province of Ontario; Large Urban Mayors' Caucus of Ontario, Small Urban GTHA Mayors and Regional Chairs of Ontario; AMO and All Ontario Municipalities

The Corporation of the Township of Southgate
By-law Number 2022-040
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 16th, 2022.

Authority: Municipal Act, 2001, S.O. 2001, c.25, as amended, Sections 5 (3) and 130.

Whereas, the Municipal Act, 2001, S.O. 2001, c.25, as amended, Section 5 (3), provides that the jurisdiction of every Council is confined to the municipality that it represents, and its powers shall be exercised by by-law;

And whereas, the Municipal Act, 2001, S.O. 2001, c.25, as amended, Section 130 provides that every Council may pass such by-laws and make such regulations for the health, safety and well-being of the inhabitants of the municipality in matters not specifically provided for by this Act and for governing the conduct of its members as may be deemed expedient and are not contrary to law;

Now therefore, the Council of the Corporation of the Township of Southgate hereby enacts as follows:

1. **That** the action of the Council at its regular meeting held on March 16th, 2022 in respect to each report, motion, resolution or other action passed and taken by the Council at its meeting, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by separate by-law.
2. **That** the Mayor and the proper officers of the Township are hereby authorized and directed to do all things necessary to give effect to the said action, or to obtain approvals where required, and, except where otherwise provided, the Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the corporate seal of the Township to all such documents.
3. **That** this by-law, to the extent to which it provides authority for or constitutes the exercise by the Council of its power to proceed with, or to provide any money for, any undertaking work, project, scheme, act, matter or thing referred to in subsection 65 (1) of the Local Planning Appeal Tribunal Act, 2017, S.O. 2017 Chapter 23, shall not take effect until the approval of the Local Planning Appeals Tribunal with respect thereto, required under such subsection, has been obtained.
4. **That** any acquisition or purchase of land or of an interest in land pursuant to this by-law or pursuant to an option or agreement authorized by this by-law, is conditional on compliance with Environmental Assessment Act, R.S.O. 1990, Chapter E.18.

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

John Woodbury - Mayor

Lindsey Green – Clerk