



Township of Southgate Council Meeting Agenda

July 6, 2022

9:00 AM

Electronic Participation

Pages

1. Electronic Access Information

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

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

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

2. Call to Order

3. Land Acknowledgement

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

4. Open Forum - Register in Advance

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

5. Confirmation of Agenda

Be it resolved that Council confirm the agenda as presented.

6. Declaration of Pecuniary Interest

7. Public Meeting

7.1. C8-22 - Grey Ridge Metals - Con 13, Lot 18 - Geographic Township of Proton

7.1.1. Background

The Purpose of the proposed zoning bylaw amendment application is to allow for an on farm diversified use being a small scale dry Industrial Use shop including the sale of lumber and other building materials (retail sales). The owners wish to add the shop to the list of permitted uses for the Agricultural zone. The shop including office and power room is proposed to be up to 750m2 with outside storage of approximately 500m2. **The Effect** of the proposed zoning by-law amendment would be to change the zone symbol on a portion of the subject lands to permit the dry Industrial Use shop within an Agricultural exception zone. Any Environmental Protection Zone Boundary may be adjusted based on Conservation Authority comments.

7.1.2. Application and Notice of Public Meeting 13 - 26

7.1.3. Comments Received from Agencies and the Public 27 - 37

7.1.4. Questions from Council

7.1.5. Applicant or Agent

7.1.6. Members of the Public to Speak

7.1.7. Further Questions from Council

7.1.8. Adjournment

8. Delegations & Presentations

8.1. Principles Integrity Presentation - Annual Report - Janice Atwood-Petkovski 38 - 43

Be it resolved that Council receive the 2022 annual report presentation from Principles Integrity as information.

8.2. Grey Bruce Local Immigration Partnership Presentation - Deepikaa Gupta 44 - 56

Be it resolved that Council receive the Grey Bruce Local Immigration Partnership presentation as information.

9. Adoption of Minutes

57 - 84

Be it resolved that Council approve the minutes from the June 15, 2022 Council and Closed Session meetings as presented; and
That Council approve the minutes from the June 20, 2022 and June 21, 2022 Special Council and Closed Session meetings as presented.

10. Reports of Municipal Officers

10.1. Librarian CEO Lacy Russell

10.1.1. LIB2022-002- Replacement DVR for Security Cameras 85 - 86

Be it resolved that Council receive Staff Report LIB2022-002 for information; and
That Council approve that the replacement costs of the new DVR be funded from the Library Capital Reserve.

10.2. Treasurer William Gott

10.2.1. FIN2022-018 External Audit Services 87 - 132

Be it resolved that Council receive Staff Report FIN2022-018 External Audit Services as information; and
That Council approve RFP-FIN2022-002 External Audit Services as presented; and
That Council directs staff to release and advertise the RFP-FIN2022-002 External Audit Services document.

10.3. Clerk Lindsey Green

10.3.1. CL2022-022 – Restricted Acts of Council (Lame Duck) 133 - 136
Period

Be it resolved that Council receive Staff Report CL2022-022 for information; and

That if Council is in a restricted position (Lame Duck) after Nomination Day (August 19, 2022), pursuant to Section 275 of the Municipal Act, 2001, Council delegates authority to the Chief Administrative Officer and/or other Department Heads to take action, where necessary, on certain restrictions listed in Section 275(3) of the Municipal Act, 2001; and

That Council directs the Chief Administrative Officer and/or other Department Heads to report on any actions taken under the restrictions listed in 275(3) of the Municipal Act, 2001, between Nomination Day and the commencement of the Council term; and

That this delegation be finalized through By-law 2022-093, with the delegation expiring on December 7, 2022.

10.3.2. By-law 2022-093 - Restricted Acts of Council - 137 - 138
Delegated Authority

Be it resolved that by-law number 2022-093 being a by-law to delegate certain duties and acts during restricted periods after nomination day or the election of a new Council be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

10.3.3. CL2022-023 – 2022 Council Calendar Amendment 139 - 140

Be it resolved that Council receive Staff Report CL2022-023 for information; and

That Council approves amending the 2022 Council Calendar to schedule an additional regular meeting of Council on Thursday August 18, 2022, beginning at 9:00 AM.

10.4. Public Works Manager Jim Ellis

- 10.4.1. **PW2022-039 No Heavy Trucks By-law Amendment Osprey Street North** 141 - 142

Be it resolved that Council receive Staff Report PW2022-039 for information; and **That** Council consider approval of By-law 2022-098 being a by-law to amend By-law Number 2020-124, Schedule A to prohibit heavy trucks on Osprey Street North.

- 10.4.2. **By-law 2022-098 - Amending By-law - By-law 2020-124 - Prohibit Heavy Trucks By-law** 143

Be it resolved that by-law number 2022-098 being a by-law to amend by-law number 2022-124, being a by-law to prohibit heavy trucks on certain highways in the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

10.5. **Chief Administrative Officer Dave Milliner**

- 10.5.1. **CAO2022-033 White Rose Subdivision Letter of Credit Reduction Report** 144 - 146

Be it resolved that Council receive staff report CAO2022-033 as information; and
That Council approve the White Rose Park Phase I & II Residential Development project for the Preliminary Acceptance of the Phase III & IV Internal Works; and
That Council approve the White Rose Park Phase I & II Residential Development project Letter of Credit security reduction based on the Preliminary Acceptance of the Phase III & IV External Works to reduce the Letter of Credit requirement to \$200,000.00 being required by the Township of Southgate.

- 10.5.2. CAO2022-034 White rose Phase III Development Project Site Alteration Agreement Approval Report** 147 - 178
- Be it resolved that** Council receive staff report CAO2022-034 as information; and
That Council approve the White Rose Phase III Development Project Site Alteration Agreement dated July 6, 2022; and
That Council consider approving the White Rose Phase III Residential Development Site Alteration Agreement dated July 6, 2022 by Municipal By-law 2022-091.
- 10.5.3. CAO2022-035 Southgate Development Policy D-14 Approval Report** 179 - 181
- Be it resolved that** Council receive staff report CAO2022-035 as information; and
That Council approve the Southgate Residential Development Securities & Maintenance Policy D-14 as presented; and
That Council consider approving the Southgate Residential Development Securities & Maintenance Policy D-14 by municipal By-law 2022-092 at the July 6th, 2022 Council meeting.
- 10.5.4. By-law 2022-092 - Adopt Residential Development Subdivision Security Maintenance Policy** 182 - 184
- Be it resolved that** by-law number 2022-092 being a by-law to adopt a Residential Development Subdivision Security Maintenance Policy 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.
- 10.5.5. CAO2022-037 - Southgate LAS Electricity Program and 2023 Hedge Report** 185 - 190
- Be it resolved that** Council receive staff report CAO2022-037 as information; and
That Council approve the Township of Southgate continue with a AMO LAS Electricity Procurement Program purchase of electricity for 2023 Hedge Level of 65% (65 percent) for 2023.

10.5.6. CAO2022-036 Southgate Meadows Inc. Flato East Phase 7 8 10 Subdivision Agreement Report 191 - 199

Be it resolved that Council receive staff report CAO2022-036 as information; and
That Council approve the Flato Dundalk Meadows Inc. East Phase 7, 8 & 10 Subdivision Agreement as presented; and
That Council approve the project securities requirement for the Flato Development Inc. residential projects in Dundalk and calculated based on 80% of the total securities required as per Southgate Development Policy D-14, being justified by their development history not requiring security draw by the Township, plus based on the number of development projects they have in progress, the amount invested in their project servicing works that is already installed and/or in the warranty/final acceptance approval process; and
That Council consider approval of the final Flato Dundalk Meadows Inc., Flato East Phase 7, 8 & 10 Subdivision Agreement by municipal By-law 2022-090 at the July 6, 2022 Council meeting.

10.5.7. By-law 2022-090 - Flato East Phase 7, 8 and 10 Subdivision Agreement Approval 200 - 282

Be it resolved that by-law number 2022-090 being a by-law to authorize a subdivision agreement with Flato Dundalk Meadows 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.

10.6. HR Coordinator Kayla Best

10.6.1. HR2022-030 Library Staffing Updates 283 - 292

Be it resolved that Council receive Staff Report HR2022-030 for information; and
That Council approve the updates made to the Job Description for Part Time Library Assistant.

10.6.2. HR2022-033 Market Check 293 - 295

Be it resolved that Council receive Staff Report HR2022-033 for information; and
That Council direct staff proceed internally with a Council compensation review; and
That Council direct staff to discuss hiring a consultant for a staff Market Check during 2023 budget discussions.

10.7. Planner Clinton Stredwick

10.7.1. PL2022-049-C3-23 Jerry Jack 296 - 301

Be it resolved that Council receive Staff Report PL2022-049 for information; and
That Council direct staff to bring forward a by-law including a holding symbol and waiving necessity for site plan control or a development agreement;
OR
That Council direct staff to bring forward a by-law without a holding symbol removed but still requiring a development agreement to be implemented for the paved apron.

10.7.2. PL2022-48-C1-22-Flato Phases 7,8 & 10 removal of H 302 - 304

Be it resolved that Council receive Staff Report PL2022-048 for information; and
That Council Consider Approval of By-law 2022-094

10.7.3. By-law 2022-094 - Holding By-law Lift Holding on Phase 7, 8 and 10 305 - 306

Be it resolved that by-law number 2022-094 being a by-law to lift Holding (H) Provision from Zoning By-law 19-2002 as amended be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

10.7.4. PL2022-047-Retail Cannabis Report 307 - 310

Be it resolved that Council receive Staff Report PL2022-032 for information; and

Option #1

That Council provide direction to staff to amend the zoning by-law prior to Council reconsidering permitting retail cannabis stores to open.

or

Option #2

That Council continue with the status quo and continue to prohibit retail cannabis stores withing Southgate.

10.7.5. PL2022-053-Flato Phases 7, 8 & 10 Clearance Letter 311 - 314

Be it resolved that Council receive Staff Report PL2022-053 for information; and

That Council direct staff to forward the clearance letter onto the Grey County Director of Planning.

11. By-laws and Motions

11.1. By-law 2022-097 - Road Widening By-law - B8-21, B9-21 and B10-21 - Sharon and Timothy Roberts 315 - 316

Be it resolved that by-law 2022-097 being a bylaw to establish a highway in the Former Township of Egremont 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.

11.2. By-law 2022-099 - Adopt Electronic Participation Policy No. 86 317 - 324

Be it resolved that by-law number 2022-099 being a by-law to adopt an "Electronic Participation Policy" known as Policy Number 86 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.

12. Notice of Motion

None

13. Consent Items

13.1. Regular Business (for information)

Be it resolved that Council approve the items on the Regular Business consent agenda dated July 6, 2022 (save and except items _____) and direct staff to proceed with all necessary administrative actions.

13.1.1.	HR2022-029 - Waste Staffing Updates	325 - 326
13.1.2.	HR2022-031 - Building Staffing Updates	327 - 328
13.1.3.	HR2022-032 - CAO Recruitment Update	329 - 331
13.1.4.	PW2022-037 Department Report	332 - 390
13.1.5.	PW2022-038 Holstein Pond & Sluice Raceway Update	391 - 394
13.1.6.	Librarian CEO Report - June 23, 2022	395

13.2. Correspondence (for information)

Be it resolved that Council receive the items on the Correspondence consent agenda dated July 6, 2022 (save and except items _____) as information.

13.2.1.	TOARC - 2021 Annual Report	396 - 416
13.2.2.	Ministry of Health - Expiration of Class Order for Masking - received June 8, 2022	417 - 419
13.2.3.	IESO Engagement Correspondence - Discussion Session for Municipalities in July - received June 20, 2022	420
13.2.4.	GRCA - General Meeting Summary - received June 24, 2022	421
13.2.5.	GRCA - Inventory of Programs and Services Update - received June 24, 2022	422 - 423
13.2.6.	GRCA - Progress Report 1 Ontario Regulation 687-21 received June 24, 2022	424 - 425
13.2.7.	OACAO - Letter of Agreement Seniors Health Fair Grant Funding - received June 27, 2022	426 - 428
13.2.8.	SEGCHC 2021 Annual Report	429 - 454

13.2.9. SEGCHC - General Meeting Agenda and Minutes - 455 - 460
received June 27, 2022

13.3. Resolutions of other Municipalities (for information)

Be it resolved that Council receive the items on the Resolutions of other Municipalities consent agenda dated July 6, 2022 (save and except items _____) as information.

13.3.1. Municipality of Shuniah - Letter of Support for City of 461 - 462
Brantford (Former Mohawk Institute Residential
School) - received June 30, 2022

13.4. Closed Session (for information)

Be it resolved that Council approve the items on the Closed Session consent agenda dated July 6, 2022 (save and except items _____) and direct staff to proceed with all necessary administrative actions.

13.4.1. EDO2022-013C - Grant Agreement

*Municipal Act, 2001, as amended, Section 239(2)
Government Information Supplied in Confidence*

13.4.2. HR2022-034 - Staffing Update

*Municipal Act, 2001, as amended, Section 239 (2)(b)
Personal Matters about an Identifiable Individual,
239(2)(d) Labour Relations or Employee Negotiations*

14. County Report

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

15. Members Privilege - Good News & Celebrations

16. Closed Meeting

None

16.1. Section 13.4 - Closed Session Consent Items

17. Confirming By-law

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Be it resolved that by-law number 2022-100 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 July 6, 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.

18. Adjournment

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



The corporation of
The Township of Southgate

Application for planning amendment
Official plan and zoning by-law

**** Pre-consultation is required with the Township before any zoning or official plan amendment applications will be accepted (By-law 66-2012)****

Instructions:

- Please check all applicable boxes and answer all applicable questions
- All measurements MUST be in metric units. (Imperial Units will not be accepted)
- Additional information may be attached if necessary
- Incomplete applications will be returned
- The Township reserves the right to ask for more information or clarification pertaining to this application at a later time
- Further information is on the last two pages for your reference
- Applications are not accepted without the required fees
- All applications for zoning by-law amendment or Official Plan Amendment must

For office use only

File no: C8-22
Pre-Consult Date: _____
Date received: March 24 2022
Date accepted: _____
Accepted by: _____
Roll # 42 07 090 002 15100
Conservation authority fee required: _____
Other information: _____

Pursuant to one or more of the following Sections 22, 34, 36, and/or 39 of the Planning Act, as amended, I/we submit an application for: (check appropriate box)

<input type="checkbox"/> Amendment to the Official Plan	Minor \$1,561.00 application fee plus \$2,000.00 contingency fee Major \$2,601.00 application fee plus \$5,000.00 contingency fee *contingency fee required for all Official Plan Amendment applications
<input checked="" type="checkbox"/> Amendment to the Zoning By-law	\$1,249.00 application fee \$1300 Major \$2,081.00 application fee Major \$2,500.00 contingency fee *contingency fee required only for complex applications
<input type="checkbox"/> Removal of a Holding Provision with a related site plan application	\$520.00 application fee or \$521.00 application fee
<input type="checkbox"/> Temporary Use By-Law Amendment	\$1,561.00 application fee

Other Required Fees:

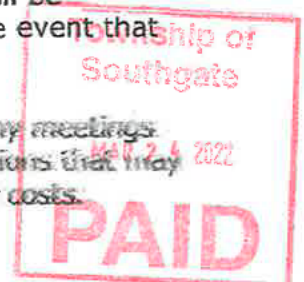
<input checked="" type="checkbox"/> Public Notice Sign Fee	\$105.00 \$111
<input checked="" type="checkbox"/> Conservation Authority Fees	SVCA \$240.00 \$260.00 GRCA Call directly for details

Note on fees:

The application fees were adopted and approved under the Township of Southgate's fees and charges By-law. All required application fees shall be paid in cash or by cheque made payable to the Township of Southgate at the time of application submission. In the event that all fees are not paid in full at the time of submission, the application shall be deemed incomplete.

Contingency fees will be utilized to cover costs associated with this application when deemed necessary by the Township of Southgate, i.e. professional consultants and legal advice. Any portion of the contingency fee not used in connection with the review and completion of an application will be returned. The applicant further agrees to pay any additional costs and expenses beyond the initial contingency fee which shall be determined by staff of the Corporation of the Township of Southgate in the event that the amount of the initial contingency fee taken is insufficient.

Be advised that the applicant or a representative is expected to appear at any meetings (including the public meeting) to explain the proposal and answer any questions that may arise. Failure to do so may result in deferral of the application and increased costs.



Part A

Owner/Agent/Application information

*to be completed by the applicant

1. Name of registered owner: Grey Ridge Metals Inc. (Jesse Martin)

Mailing address: [REDACTED]

Phone# : (H) [REDACTED] (B) [REDACTED]

Email Address: [REDACTED]

2. Name of applicant: _____

Mailing address: _____

Phone#: _____ Email: _____

Applicant's Relationship to Subject Lands:

☐ Registered Property Owner

☐ Holder of Option to Purchase Subject Lands

☐ Signing Officer of Corporation

☐ Other [Specify] _____

3. Name of agent (if applicable) Eli Sherk

Mailing address: [REDACTED]

Phone#: [REDACTED] Email: [REDACTED]

4. Send all correspondence to (choose only one): ☐ Applicant ☒ Agent

5. Preferred Method of communication: ☐ Phone ☒ email ☐ Postal Mail

6. Name any mortgages, charges or encumbrances, in respect to the subject lands:

Mailing Address: _____

Phone#: _____

Part B

The subject lands

7. Location of subject property (former municipality):

☐ Township of Egremont

☒ Township of Proton

☐ Village of Dundalk

Road/street and number: 185673 GREY ROAD 9

Tax roll#: 420709000215100

Lot 18 Concession 13

Lot _____ of Plan _____

8. The date the subject land was acquired by the current owner: 2021

9. Dimensions of subject property:

frontage 402 m depth 1005 m area 41.88 ha sq m/ha

10. Description of the area affected by this application if only a portion of the entire property As shown on the attached plans

11. Abutting and nearby lands uses

(a) Interest in abutting lands - does the owner or applicant of the subject lands own or have a legal interest in any lands abutting the subject lands? Yes ☐ No ☒

If yes, describe to what extent

(b) Use of abutting and nearby lands - describe the present use on all properties abutting and opposite the subject lands.

North	<u>Agriculture</u>	East	<u>Agriculture</u>
South	<u>Rural Residential Lots</u>	West	<u>Twp Office+ Agriculture</u>

(c) Agricultural livestock operations

☐ if an existing livestock operation is located within 450 metres of the subject lands, prepare a sketch showing locations and approximate size of livestock barns (as per Additional Requirements 20. (b) request) and you must fill out Schedule "A".

12. Environmental Constraints

Indicate whether any of the following environmental constraints apply to the subject lands:

Wetlands	<input type="checkbox"/>	Specialty Crop Lands	<input type="checkbox"/>
Floodplains	<input type="checkbox"/>	ANSI's (areas of natural or scientific interest)	<input type="checkbox"/>
Streams, Ravines and Lakes	<input type="checkbox"/>	Aggregate Resources	<input type="checkbox"/>
Water Resources	<input type="checkbox"/>	Thin Overburden	<input type="checkbox"/>
Wooded Areas & Forest Management	<input checked="" type="checkbox"/>	Solid Waste Management	<input type="checkbox"/>
Fisheries, Wildlife & Environment	<input type="checkbox"/>	Sewage Treatment Plant	<input type="checkbox"/>
Heritage Resources	<input type="checkbox"/>		

13. Official Plan

Indicate the current Official Plan Designation:

Neighbourhood Area	<input type="checkbox"/>	Agriculture	<input checked="" type="checkbox"/>
Downtown Commercial	<input type="checkbox"/>	Rural	<input type="checkbox"/>
Arterial Commercial	<input type="checkbox"/>	Inland Lakes	<input type="checkbox"/>
Industrial	<input type="checkbox"/>	Space Extensive Industrial/Commercial	<input type="checkbox"/>
Public Space	<input type="checkbox"/>	Hazard Lands	<input checked="" type="checkbox"/>
Special Policy Area	<input type="checkbox"/>	Wetlands	<input type="checkbox"/>
Major Open Space	<input type="checkbox"/>	Mineral Aggregate Extraction	<input type="checkbox"/>
Village Community	<input type="checkbox"/>		

14. Zoning By-law

Present zoning A1 Agriculture , Environmentally Protected

Requested zoning A1 Agriculture , Environmentally Protected, A1 Exception

15. Specific proposed use(s) of subject property that this amendment would authorize: (provide a sketch showing locations and approximate size for each building or structure)

This proposal is to re-zone a small portion of the subject property to allow for a small scale Commercial workshop to be used for dry manufacturing *Ed.*
there is also some resale (Retail Sales) propose including but not limited to building materials.

For Official Plan Amendment Applications Only:

N/A

16. Please answer the following about this proposed Official Plan Amendment:

Does this application change or replace a designation in the Official Plan?

Changes ☐ Replaces ☐

17. Is this application to implement an alteration to the boundary of an area of settlement or to implement a new area of settlement?

Yes ☐ No ☒

If yes, please provide the details of the official plan or the official plan amendment that deals with this matter.

18. Does this application propose to remove land from an area of employment?

Yes ☐ No ☒

If yes, please provide the details of the official plan or official plan amendment that deals with this matter.

14. Is the application being submitted in conjunction with a proposed County Official Plan Amendment? Yes ☐ No ☒

If yes, please provide the details of the official plan or official plan amendment that deals with this matter.

Type of building/structure Workshop c/w attached office area & detached power room

Setbacks:
front lot line 78m

rear lot line 909m

side lot line 93m-L 274m-R

Building/structure:

height 9m dimensions / floor area 747m²

15. The date the existing building(s) or structure(s) on the subject land were constructed: House aprox. 1900

16. The length of time that the existing uses of the subject land have continued: 100+ years

17. If proposed use is residential, indicate proximity of subject lands to community facilities (parks, schools, etc.): _____

18. Specific reason(s) for requesting amendment(s), if not sufficient space, a cover letter should be attached:

The proposal is to rezone a small portion of the property to allow a small scale workshop to be used for dry manufacturing

19. Has the subject land ever been the subject of a Zoning By-law Amendment?

Yes ☐ No ☒ Unknown ☐

If yes, and if known, specify the file number and status of the application: _____

Servicing for subject land

20. Facilities existing or proposed for subject lands:

type of access	existing	proposed
<input type="checkbox"/> provincial highway	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> municipal road, maintained year round	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> municipal road, seasonally maintained	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> other public road	<input type="checkbox"/>	<input type="checkbox"/>

please specify _____

☐ right of way available

please specify _____

☐ water access available

Describe the parking and docking facilities and the approximate distance of these facilities: _____

type of water supply	existing	proposed
<input type="checkbox"/> municipally operated piped water system	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> privately owned/operated individual well	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> privately owned/operated communal well	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> lake or other water body	<input type="checkbox"/>	<input type="checkbox"/>

please specify _____

☐ other means

please specify _____

type of storm water management	existing	proposed
<input type="checkbox"/> storm drainage sewer pipe	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> ditch	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> swale	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> other means	<input type="checkbox"/>	<input type="checkbox"/>

please specify _____

type of sewage disposal	existing	proposed
_____ municipally operated sanitary sewers	_____	_____
<input checked="" type="checkbox"/> privately owned/operated individual septic	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
_____ privately owned/operated communal septic	_____	_____
_____ privy	_____	_____
_____ other means	_____	_____
please specify _____		

21. Is there an approved Site Plan and/or a Site Plan Control Agreement in effect on any portion of the subject lands?
Yes ☐ No ☒

If yes, has an amendment to the Site Plan and/or Agreement been applied for?
Yes ☐ No ☐

22. Are there any easements, rights-of-way, restrictions, covenants, or other agreements applicable to the subject lands? (if yes, describe what they are and include applicable Site Plan if applicable.)
Yes ☐ No ☒

Part C
The proposal

23. Describe the nature and extent of the relief applied for and the proposed use of the subject lands.

The proposal is to allow a small scale workshop to be used for dry manufacturing

24. Describe the reasons for the proposed amendment(s).

To substitute the farm income and eliminate the need of off farm employment to make ends meet

25. Describe the timing of the proposed development, including phasing.

The owner would like to build in the fall of 2022 if possible

26. Additional Supporting Documents

List any supporting documents: (e.g. Environmental Impact Study, Hydrologic Report, Traffic Study, Market Area Study, Aggregate License Report, Storm Water Management Report)

Part D
Statement of compliance

27. Is this application consistent with the policy statements issued under subsection 3(1) of the Planning Act?

Yes ☒ No ☐

28. Is the subject land within an area of land designated under any provincial plan or plans?

Yes ☐ No ☒

If yes, explain how the application conforms with or does not conflict with the applicable provincial plan or plans.

Additional requirements

29. Supplementary and support material to accompany application, where applicable

- a) a survey of the property prepared by an Ontario Land Surveyor indicating topographical contours and other natural and artificial features such as existing buildings and their uses, railways, highways, pipelines, ditches, swamps, watercourses, drainage, and wooded areas within or adjacent to the subject land. This survey should clearly indicate the land which is the subject of the amendment.

OR

- b) a sketch drawn to scale showing the following:

- 1) Boundaries and dimensions of the subject land.
- 2) Location, size and type of all existing and proposed buildings and structures on the subject land, indicating the distance of the buildings or structures from the front yard lot line, rear yard lot line and the side yard lot lines.
- 3) Approximate location of all natural and artificial features on the subject land and on land that is adjacent to the subject land that, in the opinion of the applicant, may affect the application. Examples include buildings, railways, roads, watercourses, drainage ditch, river or stream banks, wetlands, wooded areas, wells and septic tanks.
- 4) Current use(s) on land that is adjacent to the subject land.
- 5) Location, width and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public traveled road, a private road or a right of way.
- 6) If access to the subject land is by water only, the location of the parking and docking facilities to be used.
- 7) Location and nature of any easement affecting the subject land.
- 8) North Arrow

Other information

30. Is there any other information that you think may be useful to the municipality or other agencies in reviewing the application? If so, explain below or attach on a separate page:

The proposal is to build a small scale workshop to be used for (dry manufacturing) metal , wood or plastic , The proposed workshop building and power room would be in close proximity to the rest of the farm buildings, The estimated truck traffic , (receiving raw materials and pick up of finished product) is 3 round trips daily , The proposed hours of operation are as follows , 7:am to 7:pm Monday to Friday , Saturday 8am to 5pm and Closed on Statutory Holidays
Employee's are limited to 5 besides the owner and his family

Part E
Authorization and affidavit

31. Owner's Consent (Freedom of Information):

In accordance with the provision of the Planning Act, it is the policy of the Municipality to provide public access to all development applications and supporting documentation.

In submitting this development application and supporting documents I (we),

Jesse Martin

and _____

Name of Owner(s)

hereby acknowledge the above-noted and provide my (our) consent, in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, that the information on this application and any supporting documentation provided by myself, my agents, consultants and solicitors, as well as commenting letters of reports issued by the municipality and other review agencies will be part of the public record and will also be available to the general public.

☆

Signature of Owner

date

3/24/22

Signature of Owner

date

32. Owner's Authorization for Agent

I(we), Jesse Martin

and _____

Name of Owner(s)

hereby authorize Eli Sherk to act as our agent(s) for the purpose of this application.

☆

Signature of Owner

date

3/24/22

Signature of Owner

date

33. Owner's Authorization for Access

I/we, Jesse Martin

,and _____

Name of Owner(s)

hereby permit Township staff and its representatives to enter upon the premises during regular business hours for the purpose of performing inspections of the subject property.

☆

Signature of Owner

date

3/24/22

Signature of Owner

date

Signature of Witness

date

Solemn declaration

34. Affidavit

To be completed by owner(s), agent(s), or applicant(s) having completed the application form

Note: This Affidavit must be signed in the presence of a Commissioner for Taking Oaths.

I/ (We) Eli Sherk _____
Name(s)

of the Township of Wellesley in the Region of Waterloo
city/town/municipality county/region

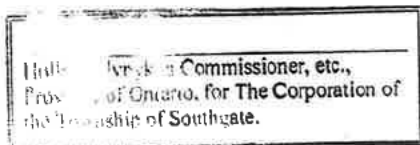
Solemnly declare that all statements contained in this application and all the information provided is true, and I/we make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Declared before me at the:

Township of Southgate in County of Grey
city/town/municipality county/region

This 24 day of March, 2022.

Signature of Commissioner



Signature of Applicant

Eli Sherk
print name

Signature of Applicant

print name

Zoning amendment process

Purpose: a zoning by-law amendment is required to change a zone symbol on a property to permit expanded or different land uses on a specific property. A zoning by-law amendment may also be requested to change a zone provision (setback or similar regulation) or general provision.

Process: Discuss your proposal with the municipal planning department prior to submitting your application. Make your application to the planning department along with the required fee. A planning staff report will be prepared and a public meeting will be set. The applicant will be advised of the time and date of this meeting and invited to make representation at this time in order to explain why the zoning amendment request is being made.

You can expect a decision on your application within 150 days. This time is used to review the application, set up a public meeting, post the required public notice, draft a zoning by-law amendment and ensure that all other required documentation is in order.

At least 20 days prior to the public meeting, notice of the public meeting is either sent to every assessed property within 120 metres (400 feet) of the subject property or a notice is placed in the appropriate local newspaper. The applicant or a representative must attend the public meeting to explain why the zoning amendment is required to members of the Council and the public, as well as answer any questions that may arise.

A site plan and agreement may be required to be negotiated prior to any further proceedings of the rezoning process. Following the public meeting and if Council is satisfied with the application, an amending by-law will be considered by Council. Should the by-law be passed, a notice of passing is prepared and sent to everyone on the first mailing list or published in the newspaper. A 20 day appeal period is required to be included in this notice to allow anyone to appeal the by-law to the Ontario Municipal Board.

Should your application not be approved by Council, you also have the right to appeal to the Local Planning Appeals Tribunal within the same 20 day appeal period. More information is available by contacting the municipal planning department or on the Web at: <http://elto.gov.on.ca/news/local-planning-appeal-tribunal/>

If the application is approved and no appeal is filed, a notice of no appeal is prepared and sent to the applicant at which time the process is now completed. A building permit would not be available for any works associated with the by-law until the appeal period has passed and if no appeals were filed.

Zoning by-law amendment process summary

1. Pre-consultation (required by By-law 66-2012)
2. Submit application
3. Clerk sets a public meeting
Notice sent to neighbours within 120 metres (400 feet) and various agencies, 20 days prior to public meeting.
4. Public meeting
Applicant and/or agent should attend to resolve any potential concerns. Council will consider the proposal and may pass a by-law that meeting.
5. Appeal period
After a Notice of Passing for the by-law amendment is sent to neighbours within 120 metres (400 feet) and agencies, 20 day appeal period begins.
6. Decision final
If not appeal is filed with the Township within the appeal period, the process is complete and the zoning by-law amendment is in full force and effect.

please do not return this page



**The Corporation of the Township of Southgate
Notice of Public Meeting and Complete application
Concerning a Proposed Zoning By-law Amendment**

Take Notice that the Council of the Corporation of the Township of Southgate has received a complete application for approval of a Zoning By-law Amendment pursuant to Section 34 of the Planning Act, R.S.O. 1990, as amended. Council will hold an **electronic public meeting** on:

July 6, 2022 at 9 AM via Electronic Meeting

Electronic Access Information:

Please join the meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/990730221>

You can also dial in using your phone.

Canada: [+1 \(647\) 497-9373](tel:+16474979373)

Access Code: 990-730-221 #

NOTE: If you wish to speak at the meeting, please register in advance by contacting the Clerk, Lindsey Green using the contact information below:

lgreen@southgate.ca or 519-923-2110 ext. 230

The meeting will be recorded and uploaded to the Township YouTube Channel:

<https://www.youtube.com/user/SouthgateTownship>

Location of the Subject Land

Applicant: Grey Ridge Metals

Legal Description: Con 3, Lot 18, Geographic Township of Proton

Civic Address: 185673 Grey Road 9

A key map is attached to this notice for additional information.

The Purpose of the proposed zoning bylaw amendment application is to allow for an on farm diversified use being a small scale dry Industrial Use shop including the sale of lumber and other building materials (retail sales). The owners wish to add the shop to the list of permitted uses for the Agricultural zone. The shop including office and power room is proposed to be up to 750m² with outside storage of approximately 500m².

The Effect of the proposed zoning by-law amendment would be to change the zone symbol on a portion of the subject lands to permit the dry Industrial Use shop within an Agricultural exception zone. Any Environmental Protection Zone Boundary may be adjusted based on Conservation Authority comments.

When will a decision be made?

A decision of this proposal has NOT been made at this point and will NOT be made at the Public Meeting. After reviewing the application and any comments received, staff will bring a recommendation on this proposal to a future council meeting.

Want to be notified of a decision?

You must make a request in writing if you wish to receive a notice on any decision of Council on this proposal.

Making an Oral or Written Submission

Any person or public body is entitled to attend the public meeting and make written or oral submissions in support of, or in opposition to, the proposed zoning by-law amendment. Persons wishing to make an oral submission to Council at the public meeting are invited to register with the Township Clerk (see contact information below). Written comments should also be addressed to the Clerk at the address below.

Please note that all submissions and the personal information contained therein will become part of the public record in their entirety and may be posted to Southgate's website.

Your rights to appeal a decision

If a person or public body does not make oral submissions at a public meeting or make written submissions to the Township of Southgate before the by-law is passed, the person or public body is not entitled to appeal the decision of Council of the Township of Southgate to the Local Planning Appeal Tribunal.

If a person or public body does not make oral submissions at a public meeting or make written submissions to the Township of Southgate before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

Additional Information and Comments

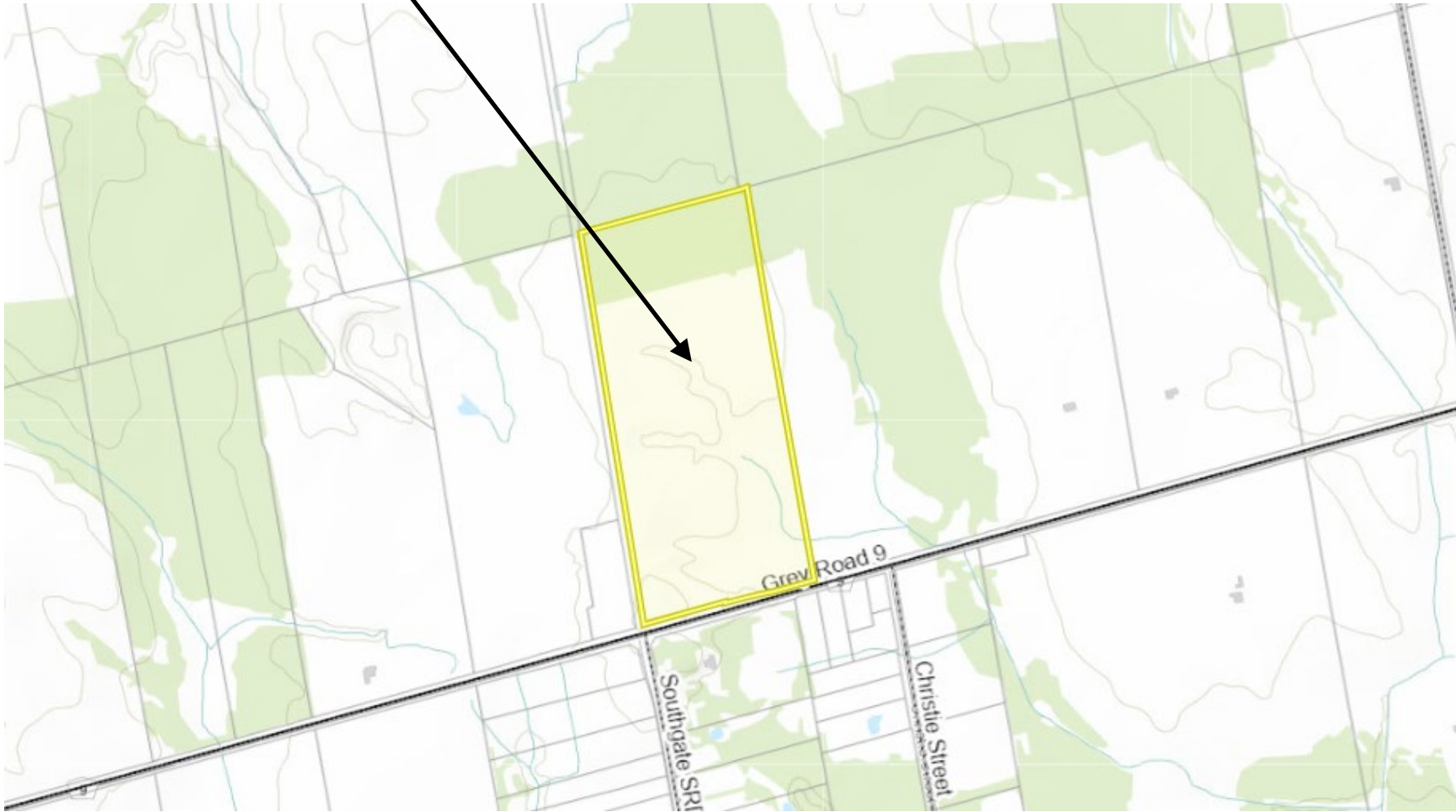
Please submit written comments to the Clerk Lindsey Green at the address shown below. Additional information is also available for public viewing on Southgate's website at <https://www.southgate.ca/planning-notices/> or by contacting the Township planner Clinton Stredwick at cstredwick@southgate.ca or at the Township ext. 235. Please quote file #C8-22.

Dated at the Township of Southgate,
this 6th day of June, 2022.

Lindsey Green, Clerk
lgreen@southgate.ca
Township of Southgate
185667 Grey Rd 9,
Dundalk, ON N0C 1B0
Phone: (519) 923-2110 ext. 230

Key Map (*not to scale*)

SUBJECT LAND



File Number C8-22

From: planning@grey.ca
To: [Planning Southgate](#); [Lindsey Green](#); [Holly Malynyk](#)
Subject: County comments for C8-22 Grey Ridge Metals
Date: May 16, 2022 3:54:08 PM

County comments for C8-22 Grey Ridge Metals

Hello Southgate,

Please note that County Staff have reviewed Zoning application C8-22 Grey Ridge Metals - Grey Ridge Metals Inc. (Jesse Martin).

The subject lands are 40.89 ha in extent and designated 'Rural' and 'Hazard Lands' in the County's Official Plan. The proposed woodworking shop and retail uses are likely within the realm of appropriate OFDU uses, provided that the retail use is accessory to the woodworking shop. The application proposes to re-zone an area of 7998 m² for the OFDU, including the workshop, parking area, loading areas, etc. Of that, 747 m² are proposed for buildings to support this use.

Table 8 of the County's Official Plan permits a maximum area of 8000 m² for an OFDU, of which 20% (1600 m²) may be used to accommodate buildings to support the use. The proposal appears to be within these parameters and the County generally has no concerns.

Per Schedule B of the County's OP, the subject lands contain a small area of Aggregate Resource Area. As no new lot creation is proposed, this feature shall not limit the proposal. Per Appendix B, the lands contain Significant Woodlands. It is recommended that further comments are received from the Conservation Authority regarding the mapped woodlands and Hazard Lands on the property.

Grey County Transportation Services staff have reviewed the subject application, as the property fronts on Grey Road 9. Staff have indicated that a commercial entrance permit is required to support the development and that an application for this permit has already been submitted. Transportation staff have no further concerns.

It is recommended that D-6 Guidelines be achieved to the proposed development and that MDS be achieved if required by the Southgate Zoning By-Law.

Provided positive comments are received by the Conservation Authority, the County has no further concerns.

Please note, a paper copy will not be provided unless requested.

Let us know if you have any questions.

Best regards,

Becky Hillyer

From: [Coordinator LRC HSM](#)
To: [Holly Malynyk](#)
Subject: Request for Comments - Southgate (Grey Ridge Metals) - proposed Zoning By-law Amendment
Date: May 4, 2022 11:49:58 AM

Your File: C08-22

Our file: Southgate Municipality

Ms. Malynyk,

The Historic Saugeen Métis (HSM) Lands, Resources and Consultation Department has reviewed the relevant documents and have no objection or opposition to the proposed Zoning By-law Amendment as presented.

Thank you for the opportunity to review this matter.

Regards,

Chris Hachey

Coordinator, Lands, Resources & Consultation
Historic Saugeen Métis
email: hsmlrcc@bmts.com
phone: 519-483-4000
site: saugeenmetis.com
address: 204 High Street Southampton, ON

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Township of Southgate

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

Jim Ellis,

Public Works Manager / Risk Management Official

jellis@southgate.ca



Phone: 519-923-2110 ext. 250

Toll Free: 1-888-560-6607

Fax: 519-923-9262

Cell: 519-378-3777

Public Works Department

Date: May 6, 2022

File No.: C8-22

Can a safe access be provided? Yes ☒ No ☐

Road Drainage Concern: None

Road Standard: Grey County jurisdiction

Road Widening Necessary? Yes ☐ No ☒

Entrance Requirements: Grey County jurisdiction

Load Restricted Road: Yes ☐ No ☒

Comments: _____

Risk Management Office

Property is located in a Well Head Protection Area:

☐ WHPA "A"

☐ WHPA "B"

☐ WHPA "C"

☐ WHPA "D"

☒ Not Applicable

Comments: _____

Signed: _____

Jim Ellis, Public Works Manager / Risk Management Official

SENT ELECTRONICALLY ONLY: hmalynyk@southgate.ca

May 16, 2022

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

ATTENTION: Holly Malynyk, Legislative and Administrative Assistant

Dear Ms. Malynyk,

RE: Proposed Zoning by-law Amendment C8-22 (Grey Ridge Metals c/o Jesse Martin)
185673 Grey Road 9
Lot 18 Concession 3
Roll No.: 420709000215100
Geographic Township of Proton
Township of Southgate

Saugeen Valley Conservation Authority (SVCA) staff has reviewed the above-noted application as per our delegated responsibility from the Province to represent provincial interests regarding natural hazards identified in Section 3.1 of the Provincial Policy Statement (PPS, 2020) and as a regulatory authority under Ontario Regulation 169/06 (SVCA's Development, Interference with Wetlands, and Alterations to Shorelines and Watercourses Regulation). SVCA staff has also provided comments as per our Memorandum of Agreement (MOA) with the Township of Southgate representing natural hazards, and natural heritage. Furthermore, the application has been reviewed through our role as a public body under the *Planning Act* as per our Conservation Authority Member approved Environmental Planning and Regulations Policies Manual, amended October 16, 2018.

Purpose

The Purpose of the proposed zoning bylaw amendment application is to allow for an on farm diversified use being a small scale dry Industrial Use shop including the sale of lumber and other building materials (retail sales). The owners wish to add the shop to the list of permitted uses for the Agricultural zone. The shop including office and power room is proposed to be up to 750m² with outside storage of approximately 500m².

Background

SVCA staff (Darren Kenny and Michael Oberle) have reviewed proposals for the property. Michael Oberle reviewed application for minor variance A4-21 and provided comments for that application dated April 20, 2021. SVCA permit 21-147 was issued June 8, 2021 for filling; and SVCA permit 21-189 was issued July 5, 2021 for installing systematic tile drainage adjacent to a wetland. SVCA staff understand that an Environmental Impact Study (EIS) has been undertaken to support further filling and/or further tile agricultural tile drainage proposals for the property. The SVCA has not been provided with an EIS as of current that would support further filling and/or further tile agricultural tile drainage proposals for the property.

Recommendation

The application is generally acceptable to SVCA staff.

Delegated Responsibility and Advisory Comments

SVCA staff has reviewed the application through our delegated responsibility from the Province to represent provincial interests regarding natural hazards identified in Section 3.1 of the Provincial Policy Statement (PPS, 2020). We have also reviewed the application through our responsibilities as a service provider to the Township of Southgate in that we provide expert advice and technical clearance on *Planning Act* applications with regards to natural hazards, and natural heritage as set out in the PPS, 2020, County Official Plan (OP) and/or local official plans. Comments below only include features/technical requirements affecting the property.

Natural Hazards:

The natural hazard features affecting the property are floodplain, and unevaluated wetlands. SVCA Hazardous Lands mapping, shows areas of the property to be low in elevation associated with the floodplain of the headwater of a small watercourse that is located in the east of portion of the property, and also areas of the property that are low in elevation associated with wetlands. It is SVCA staff's opinion that the Hazard Lands designation as shown in Schedule A of the Grey County OP, and Schedule A of the Southgate OP, and the EP Zone as shown in the Township of Southgate Zoning By-law 19-2002, as amended, generally coincides with the SVCA Hazardous Lands mapping for the property.

Provincial Policy Statement – Section 3.1

Section 3.1.1 of the PPS, 2020 states in part that development shall generally be directed to areas outside of hazardous lands and hazardous sites. Based on the plan submitted with the application, existing buildings and structures and proposed buildings and structures will be located outside/beyond the hazardous lands. Therefore, it is the opinion of SVCA staff that development is be consistent with Section 3.1.1 of the PPS, 2020.

Township of Southgate Official Plan and Grey County Official Plan

Section 6.2 of the Southgate OP and Section 7.2.3 of the Grey County OP states in part that buildings and structures are generally not permitted in the Hazard Lands land use type. Based on the plan submitted with the application, existing buildings and structures and proposed buildings and structures will be located outside/beyond the Hazard Land/EP zone. Therefore, it is the opinion of SVCA staff that development will be consistent with the Southgate OP and Grey County OP.

Natural Heritage:

It is the opinion of SVCA staff that the natural heritage features affecting the property include significant woodlands, possibly fish habitat and its adjacent lands, wetlands, significant wildlife habitat, and potentially habitat of endangered species and threatened species.

Provincial Policy Statement – Section 2.1

Section 2.1 of the PPS, 2020 states in part that development shall not be permitted in significant woodlands, fish habitat, significant wetlands, significant wildlife habitat, and habitat of endangered species and threatened

species and the adjacent lands to the above referenced features except in accordance with the specified policies found in Section 2.1.

Township of Southgate Official Plan and Grey County Official Plan Policies

Significant Woodlands

Significant woodlands are identified as per Appendix B Constraint Mapping of the Grey County OP and are shown in the woodlands in the northern portion of the property and on lands adjacent to the property. Section 7.4.1 of the Grey County OP states in part that no development or site alteration may occur within significant woodlands or its adjacent lands unless it has been demonstrated by an Environmental Impact Study (EIS) that there will be no impact on the feature or its ecological functions. However, based on the plan submitted with the application, no new buildings or structures are proposed within the woodlands or the lands adjacent to significant woodlands. Therefore, the preparation of an EIS to address impacts to significant woodlands or their adjacent lands is not warranted for this proposal at this time.

Fish Habitat and its Adjacent Lands

As mentioned above, a small watercourse appears to headwater in the east of portion of the property. The watercourse may be considered fish habitat by SVCA staff. Section 7.9 of the Grey County OP states in part that development and site alteration shall not be permitted within fish habitat and the adjacent lands to fish habitat unless the ecological function of the adjacent lands has been evaluated and it has been demonstrated that there will be no negative impacts on fish habitat or on their ecological functions. Furthermore, Section 6.5.6 of the Southgate OP states in part that new development is not permitted within the adjacent lands to cold and warm water streams. However, based on the plan submitted with the application, no existing or new buildings or structures are proposed within the lands adjacent to fish habitat. Therefore, the preparation of an EIS to address impacts to fish habitat or their adjacent lands is not warranted for this proposal at this time.

Wetlands

Section 7.3.2 of the Grey County OP states in part that development and site alteration shall not be permitted within other wetlands and their adjacent lands unless it has been demonstrated that there will be no negative impacts on the natural features or on their ecological functions. The wetlands in the eastern portion of the property are not provincially significant and have not been mapped as Other Identified Wetlands in Appendix B Constraint Mapping, of the Grey County OP, but perhaps should be. However, based on the plan submitted with the application, no new buildings or structures are proposed within the lands adjacent to wetlands. Therefore, the preparation of an EIS to address impacts to wetlands or their adjacent lands is not warranted for this proposal at this time.

Significant Wildlife Habitat

Section 7.10 of the County OP and section 6.5.5 of the Southgate OP states in part that development and site alteration shall not be permitted within significant wildlife habitat, or their adjacent lands unless it has been demonstrated by an EIS that there will be no impact on the feature or its ecological functions. However, based on the plan submitted with the application, it is the opinion of SVCA staff that impacts to significant wildlife habitat will be negligible as development is proposed within the existing farmstead area. Therefore, the preparation of an EIS to address impacts to significant wildlife habitat or their adjacent lands is not recommended for this proposal at this time.

Threatened and Endangered Species

It has come to the attention of SVCA staff that habitat of endangered species and threatened species may be located on and/or adjacent to the property. The SVCA role is to identify habitat through a screening process in consideration of the PPS and local policies, however, it is the responsibility of the applicant to ensure the

endangered species and threatened species policy referred to in the PPS and the local policies have been appropriately addressed. Please contact the Ministry of Environment, Conservation and Parks (MECP) for information on how to address this policy. MECP inquiries can be addressed to SAROntario@ontario.ca.

Statutory Comments

SVCA staff has reviewed the application as per our responsibilities as a regulatory authority under Ontario Regulation 169/06 (SVCA's Development, Interference with Wetlands, and Alterations to Shorelines and Watercourses Regulation). This regulation, made under Section 28 of the *Conservation Authorities Act*, enables SVCA to regulate development in or adjacent to river or stream valleys, Great Lakes and inland lake shorelines, watercourses, hazardous lands and wetlands. Subject to the CA Act, development taking place on or adjacent to these lands may require permission from SVCA to confirm that the control of flooding, erosion, dynamic beaches, pollution or the conservation of land are not affected. SVCA also regulates the alteration to or interference in any way with a watercourse or wetland.

Portion of the property, associated with the low laying areas, watercourse and its floodplain, and wetlands, are within the SVCA Approximate Screening Area/SVCA Approximate Regulated Area associated with Ontario Regulation 169/06. As such, development and/or site alteration within the SVCA Approximate Screening Area/SVCA Approximate Regulated Area may require the permission from SVCA, prior to carrying out the work.

"Development" as defined under the Conservation Authorities Act means:

- a) the construction, reconstruction, erection or placing of a building or structure of any kind;*
- b) any change to a building or structure that would have the effect of altering the use or potential use of the building or structure, increasing the size of the building or structure or increasing the number of dwelling units in the building or structure;*
- c) site grading; or,*
- d) the temporary or permanent placing, dumping or removal of any material, originating on the site or elsewhere.*

And;

"Alteration" as per Section 5 of Ontario Regulation 169/06 generally includes the straightening, diverting or interference in any way with a river, creek, stream or watercourse, or the changing or interfering in any way with a wetland.

For this property the SVCA Approximate Screening Area/SVCA Approximate Regulated Area represents the larger of the wetlands, plus an offset distance of 30 metres outwards from the wetland edge and/or the potential flooding hazard, plus an offset distance of 15 metres outwards from the potential floodplain. To determine where the SVCA Approximate Screening Area/SVCA Approximate Regulated Area is located associated with our Regulation on the property, please refer to the SVCA's online mapping program, available via the SVCA's website at <http://eprweb.svca.on.ca>.

SVCA Permission for Development or Alteration

Development or alteration including construction, reconstruction, conversion, grading, filling or excavation, including agricultural tile drainage, and interference with a watercourse and/or wetlands, proposed within the SVCA Approximate Screening Area on the property may require permission (SVCA Permit) prior to those works commencing.

Summary

SVCA staff has reviewed this application in accordance with our MOA with the Township of Southgate, and as per our mandated responsibilities for natural hazard management, including our regulatory role under the *Conservation Authorities Act*.

Given the above comments, it is the opinion of SVCA staff that:

- 1) Consistency with Section 3.1, Natural Hazard policies of the PPS has been demonstrated.
- 2) Consistency with Section 2.1, Natural Heritage policies of the PPS has been demonstrated, with the exception of endangered species and threatened species policy which the applicant must address with the MECP.
- 3) Consistency with Grey County OP and Township of Southgate policies for natural hazards and natural heritage has been demonstrated, with the exception of endangered species and threatened species policy which the applicant must address with the MECP.

Please inform this office of any decision made by the Township of Southgate with regard to this application. We respectfully request to receive a copy of the decision and notice of any appeals filed. Should you have any questions, please contact the undersigned.

Sincerely,



Michael Oberle
Environmental Planning Technician
Saugeen Conservation
MO/

cc: Grey Ridge Metals c/o Jesse Martin, owner (via email)
Eli Sherk, agent for owner, (via email)
Barbara Dobreen, SVCA Authority Member representing the Township of Southgate (via email)

From: [Michael Oberle](#)
To: [Holly Malynyk](#)
Subject: SVCA comments - C8-22 Grey Ridge Metals
Date: June 13, 2022 2:57:41 PM

Good afternoon Holly,

Regarding the above referenced file and recirculation, please be advised that the SVCA does not have any new or additional comments at this time. Our SVCA comments dated May 16, 2022 remain applicable for the application.

Any questions, please do not hesitate to contact me.

Kind regards,

Mike

Michael Oberle

Environmental Planning Technician

Saugeen Conservation

Cell: 519-373-4175

From: Erik Downing <E.Downing@SVCA.ON.CA>
Sent: June 7, 2022 12:55 PM
To: Michael Oberle <m.oberle@SVCA.ON.CA>
Subject: FW: Notice of Public Planning Meeting - C8-22 Grey Ridge Metals

For you.

Erik

From: Holly Malynyk <hmalynyk@southgate.ca>
Sent: June 6, 2022 1:28 PM
To: Bell Canada ROWCC <rowcentre@bell.ca>; Bev Fisher <bfisher@southgate.ca>; Bluewater District School Board <shelley_crummer@bwdsb.on.ca>; Bluewater District School Board <jayme_bastarache@bwdsb.on.ca>; Bruce Grey Catholic School Board <al_hastie@bgcdsb.org>; Clinton Stredwick <cstredwick@southgate.ca>; Dave Milliner - Southgate CAO <dmilliner@southgate.ca>; Derek Malynyk <firechief@southgate.ca>; Enbridge Gas <ONTLands@enbridge.com>; Group_PlanningDeptEmails <Group_PlanningDeptEmails@grey.ca>; Haudenosaunee Development Institute <hdi2@bellnet.ca>; Historic Saugeen Metis <hsmlrcc@bmts.com>; Jim Ellis <jellis@southgate.ca>; Juanita Meekins <juanita.meekins@saugeenojibwaynation.ca>; Kevin Green <kgreen@southgate.ca>; Lacy Russell <lrussell@southgate.ca>; Lindsey Green SouthgateClerk <lgreen@southgate.ca>; Meagan Bruce <M.Bruce@publichealthgreybruce.on.ca>; Metis Nation of Ontario <consultations@metisnation.org>; MMAH <Tyler.Shantz@ontario.ca>; Newdevelopment@rci.rogers.com; Ontario Power Generation <Executivevp.lawanddevelopment@opg.com>; Pegelo, Jessica - MTO <jessica.pegelo@ontario.ca>; Riel Warrilow <associate.ri@saugeenojibwaynation.ca>; Southgate Mailbox

<southgate@SVCA.ON.CA>; Union Gas <ontugllandsinq@uniongas.com>; William Gott
<wgott@southgate.ca>; WSP on behalf of Bell <circulations@wsp.com>

Subject: Notice of Public Planning Meeting - C8-22 Grey Ridge Metals

****[CAUTION]:** This email originated from outside of the organization. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

Please find below the link for the notice of Public Meeting for Zoning By-law Amendment Application C8-22. Please note this is a recirculation.

<https://www.southgate.ca/en/municipal-services/planning-applications-public-notices.aspx#C8-22-Grey-Ridge-Metals>

The meeting is scheduled for July 6, 2022 at 9:00AM. Please supply all comments on the above notification by June 30, 2022 so they may be included in the public agenda.

Comments can be received by:

Email: hmalynyk@southgate.ca
Fax: 519-923-9262 Attn: Holly Malynyk
Mail: Holly Malynyk, Legislative and Administrative Assistant
185667 Grey County Road 9
Dundalk, ON N0C 1B0

Thank you for your attention to this matter.

Holly Malynyk
Administrative and Legislative Assistant
Township of Southgate

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

519-923-2110 ext. 233 | Fax 519-923-9262

hmalynyk@southgate.ca | www.southgate.ca

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Integrity Commissioner's Annual Report
Township of Southgate

Principles *Integrity* is pleased to submit this annual report, covering the period from March 2021, the date of our last annual report, and April 30, 2022.

The purpose of an Integrity Commissioner's annual report is to provide the public with the opportunity to understand the ethical well-being of the Township's elected and appointed officials through the lens of our activities.

About Us:

Principles *Integrity* is a partnership focused on accountability and governance matters for municipalities as well as other locally-elected and appointed governing bodies. Since its formation, Principles *Integrity* has been appointed as Integrity Commissioner (and as Lobbyist Registrar/Closed Meeting Investigator/Municipal Ombudsman for some clients) in over 50 Ontario municipalities and other public bodies. Part of our mission is to advance the Municipal Integrity Commissioner of Ontario (MICO), where we have led development of MICO's response to the Provincial consultations and Ombudsman Office relations.

The Role of Integrity Commissioner, Generally:

An Integrity Commissioner's statutory role is to carry out, in an independent manner, the following functions:

- Advice on ethical policy development
- Education on matters relating to ethical behaviour
- Providing on request, advice and opinions to Council, members of Council and members of Local Boards
- Providing a mechanism to receive inquiries (often referred to as 'complaints') which allege a breach of ethical responsibilities
- Resolving complaints informally, where appropriate, and
- Investigating, reporting and making recommendations to Council on those complaints that cannot be resolved informally, while being guided by Council's codes, policies and protocols.

This might contrast with the popular yet incorrect view that the role of the Integrity Commissioner is primarily to hold elected officials to account; to investigate alleged transgressions and to recommend 'punishment'. The better view is that Integrity Commissioners serve as an independent resource, coach, and guide, focused on enhancing

Principles *Integrity*

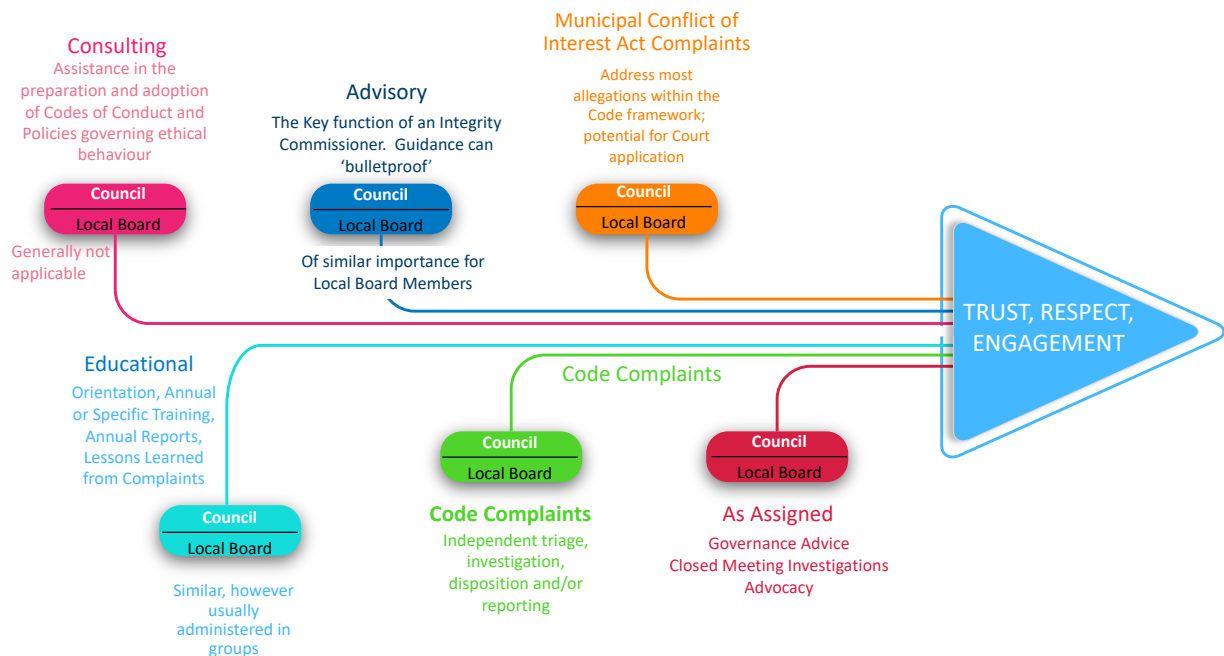
the municipality's ethical culture.

The operating philosophy of Principles *Integrity* recites this perspective. We believe there is one overarching objective for a municipality in appointing an Integrity Commissioner, and that is to raise the public's perception that its elected and appointed officials conduct themselves with integrity:

The perception that a community's elected representatives are operating with integrity is the glue which sustains local democracy. We live in a time when citizens are skeptical of their elected representatives at all levels. The overarching objective in appointing an Integrity Commissioner is to ensure the existence of robust and effective policies, procedures, and mechanisms that enhance the citizen's perception that their Council (and local boards) meet established ethical standards and where they do not, there exists a review mechanism that serves the public interest.

The practical effect of achieving this objective is an increase in trust, respect and engagement in local affairs.

In carrying out our broad functions, the role falls into two principal areas. 'Municipal Act' functions, focused on codes of conduct and other policies relating to ethical behaviour, and 'MCIA' or *Municipal Conflict of Interest Act* functions. From an activity perspective, an Integrity Commissioner's role can be depicted this way:



The emphasis of Principles *Integrity* is to help municipalities enhance their ethical foundations and reputations through the drafting of effective codes of conduct and other policies

governing ethical behaviour, to provide meaningful education related to such policies, and to provide pragmatic binding advice to Members seeking clarification on ethical issues. As noted in the graphic, we believe that the support we give to Members of Council increases the public's perception of them, which in turn leads to greater trust, respect and engagement.

Because the development of policy and the provision of education and advice is not in every case a full solution, the broad role of the Integrity Commissioner includes the function of seeking and facilitating resolutions when allegations of ethical transgressions are made, and, where it is appropriate and in the public interest to do so, conducting and reporting on formal investigations. This in our view is best seen as a residual and not primary role.

Confidentiality:

Much of the work of an Integrity Commissioner is done under a cloak of confidentiality. While in most cases secrecy is required by statute, the promise of confidentiality also encourages full disclosure by the people who engage with us. We maintain the discretion to release confidential information when it is necessary to do so for the purposes of a public report, but those disclosures would be limited and rare.

Integrity Commissioner's Activity on your behalf:

Our activities can generally be subdivided into roughly three categories. During the period covered by this report, our level of activity on your behalf can be summarized as follows:

1. Policy Development and Education

During the period covered by this report, there has not been the opportunity for us to be engaged in any policy development or education with the municipality.

2. Advice

The advice function of the Integrity Commissioner is available to all Members of Council and where applicable their staff and Members of local boards on matters relating to the code of conduct, the *Municipal Conflict of Interest Act* and any other matter touching upon the ethical conduct of Members. Advice provided by the Integrity Commissioner is confidential and independent, and where all the relevant facts are disclosed, is binding upon the Integrity Commissioner.

Our advice is typically provided in a short Advice Memorandum which confirms all relevant facts and provides with clarity our analysis and a recommended course of action.

During the period covered by this report, we responded to 3 such requests for advice.

3. Complaint Investigation and Resolution

Our approach to reviewing complaints starts with a determination as to whether an inquiry to us is within our jurisdiction, is beyond a trifling matter, is not either frivolous or vexatious, and importantly, whether in its totality it is in the public interest to pursue. We always look to the possibility of informal resolution in favour of formal investigation and

reporting. Once a formal investigation is commenced, the opportunity to seek informal resolution is not abandoned.

Where we are able to resolve a matter without concluding a formal investigation, our practice is to provide a written explanation in the form of a Disposition Letter to the complainant to close the matter. Often the respondent Member is involved in preliminary fact-finding and will also be provided with a summary of the disposition.

Where formal investigations commence, they are conducted under the tenets of procedural fairness and Members are confidentially provided with the name of the Complainant and such information as is necessary to enable them to respond to the allegations raised.

During the period covered by this report, no complaints have been filed.

Ethical Themes Around the Province:

With due regard to our obligation to maintain confidentiality, this annual report enables us to identify learning opportunities from advice requests and investigations conducted in a variety of municipalities.

Disclosure of confidential information from closed meeting sessions

There have been some examples where elected or appointed officials fail to recognize the serious implications of disclosing confidential information, particularly information learned of through attendance in closed session.

A Member's obligation to maintain confidentiality is clear. They may not unilaterally decide to share confidential information, even if they believe the information should be publicly disclosed. This extends to releasing information even to their own legal counsel to obtain a 'second opinion'.

We treat this breach of ethical responsibility as breach of a cardinal rule, and if an allegation in this regard is proved to be true, it tends to attract a recommended sanction at the upper end of the prescribed range. Left unchecked, confidentiality breaches to undermines not only Council's interests on the matter subject to the breach, but destroys the trust required of elected officials, and the staff that support them, to ensure that all relevant, and sensitive, information required to support the deliberation on a matter is freely supplied.

Non-disparagement

One area of prominence continues to be the failure of some Members of Council to adhere to rules against disparagement. Members of Council are entitled, and indeed expected to disagree on all manner of issues. However, one of the cornerstones to democracy must be the recognition that different opinions and perspectives are to be respected, and disagreement should not devolve into disrespect, disparagement and name-calling.

Disrespectful interactions and/treatment of others can fall along a continuum which may manifest as occasional incivility and micro-aggressions, but when unchecked can culminate in bullying and harassment. Members of Council should be mindful to treat each other, staff and the public with appropriate respect and professionalism at all times.

Some Members of Council hold a view that they are entitled to freely express their opinion, even if that includes disparagement of others, and so long as they share it via personal email, and not on the municipal server, they are not constrained by any rules around decorum. This is incorrect. Members are bound by the Code provisions of respectful and non-disparaging communication, whether sharing views on their own email, social media, or elsewhere.

Regardless of the medium, regardless of the intended audience, and regardless of motive, we have observed several instances where Members of Council in municipalities around the province have been found to have breached ethical standards by saying or recording things they have come to regret.

Recognizing and avoiding conflicts of interest

Another area Members frequently require additional clarification on is recognizing and appropriately identifying conflicts of interest when they arise. These often include when members are part of another organization or club whose interests are impacted by a matter before Council, or when members are active professionally within the community and a matter before Council may potentially impact one of their current or past clients.

Take-aways from the Collingwood Inquiry

The Collingwood judicial inquiry published its report, entitled “Transparency and the Public Trust: Report of the Collingwood Judicial Inquiry,” on November 2, 2020. This Report contained 306 recommendations relating to best practices in municipal governance.

In particular, the Report contained important discussion regarding the rules relating to conflicts of interest applied to municipal councillors under the Municipal Conflict of Interest Act (“MCIA”), which are overly narrow, focusing on pecuniary (i.e. monetary) interests. The Report warns against considering “pecuniary interest” as the sole criterion in assessing whether a councillor is subject to a conflict of interest:

...it is far too easy to misconstrue the Municipal Conflict of Interest Act as addressing all the kinds of conflict of interest that Council members must confront. Despite its name, the Municipal Conflict of Interest Act does not provide a complete conflict of interest code for municipal actors. It addresses the pecuniary interests of a narrowly defined group of family members related to a Council member which are by virtue of the Act deemed to be pecuniary interests of the Council member. Council members are obligated to avoid all forms of conflicts of interest or, where that is not possible, to appropriately disclose and otherwise address those conflicts.

Principles *Integrity*

As always, obtaining clear and reliable advice from the Integrity Commissioner can help avoid costly and time-consuming investigations if there is any uncertainty about the application of the Rule.

Staying in your lane

One area of concern that continues to arise is members of Council overstepping their role, attempting to ‘take the reins’ to fix a constituent’s problem, or directing staff how to do their job. Members of Council serve an important role in putting constituents in touch with appropriate staff, and following established processes, but it is important to strike the correct balance.

At times inappropriate interference arises because of a misinterpretation of the *Municipal Act* provisions which identify the role of the Head of Council as ‘Chief Executive Officer’. This provision has led to confusion and, occasionally, overreach by Heads of Council in erroneously perceiving a role leading the municipality’s administration. The Province has been requested by MICO, the Ombudsman and others, to amend the *Municipal Act*, to clarify that elected officials – even Heads of Council – have no role in the day-to-day administration of municipal government.

Failing to recognize this, stepping outside of their proper role as elected officials to ‘take the reins’ of administration, undermines staff and can be perceived as interfering with management. This overstepping of the proper role by Members, even Mayors, must be recognized as inappropriate under the Code of Conduct and the Council-Staff Relations Policy, both mandated under the *Municipal Act*.

Conclusion:

We look forward to continuing to work with Members of Council to ensure a strong ethical framework. We embrace the opportunity to elevate Members’ familiarity with their obligations under the Code and to respond to emerging issues. As always, we welcome Members’ questions and look forward to continuing to serve as your Integrity Commissioner.

It has been a privilege to assist you in your work by providing advice about the Code of Conduct and resolving complaints. We recognize that public service is not easy and the ethical issues that arise can be challenging. The public rightly demands the highest standard from those who serve them, and we congratulate Council for its aspirational objective to strive to meet that standard.

Finally, we wish to thank the administration for their professionalism and assistance where required. Although an Integrity Commissioner is not part of the Township administrative hierarchy, the work of our office depends on the facilitation of access to information and policy in order to carry out the mandate. This was done willingly and efficiently by the staff of the Township.

A Circle of Support for Newcomer Integration



YMCA of
Owen Sound Grey Bruce

WELCOMING



GREY BRUCE
LOCAL IMMIGRATION
PARTNERSHIP





What is GBLIP & its Purpose

Grey Bruce Local Immigration Partnership (GBLIP) is fully funded by Immigration, Refugees and Citizenship Canada (IRCC) to enable community-based partnerships and planning to support the unique needs of newcomers in the region.

1

Build Capacity

2

***Strengthen
Community***

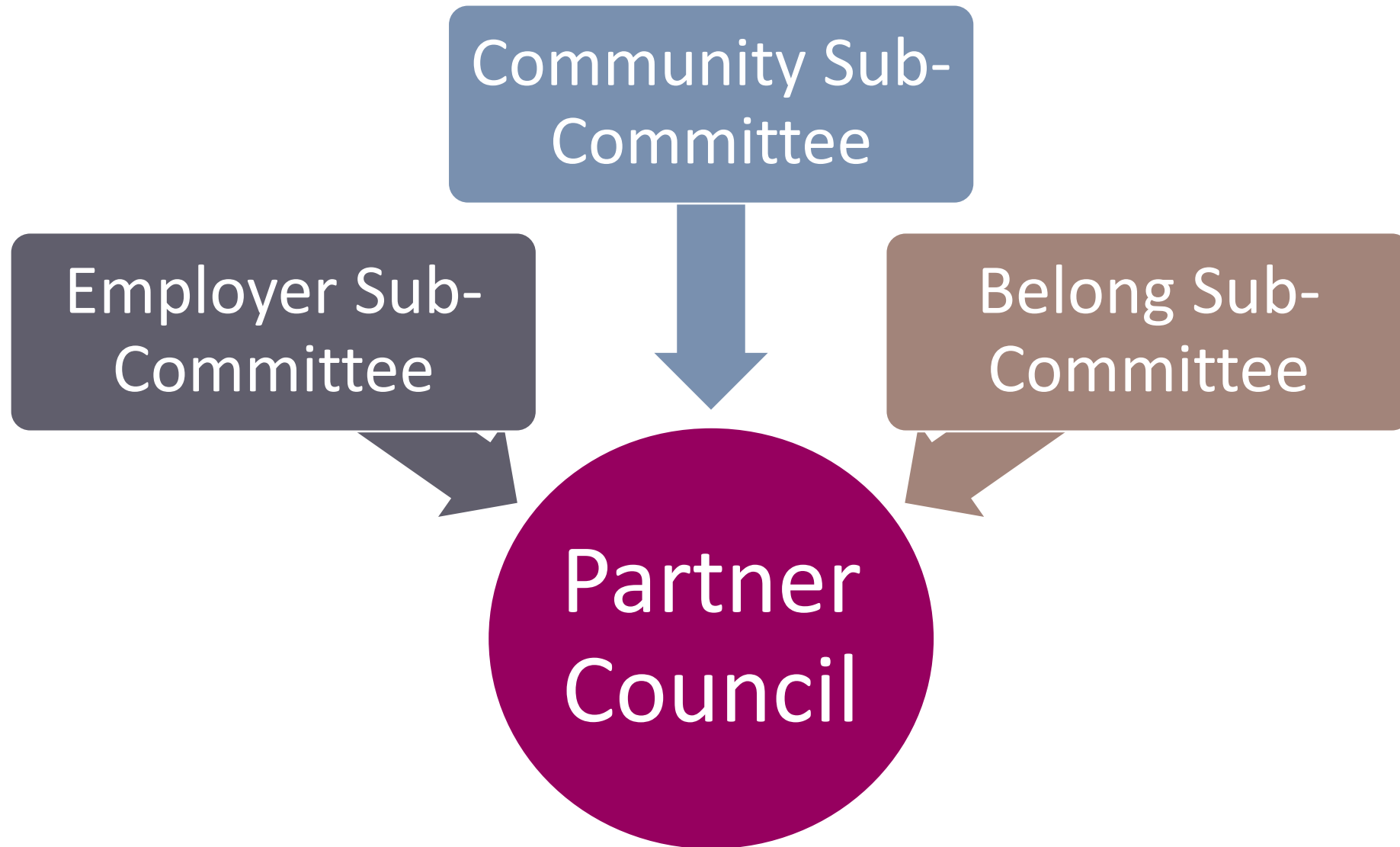
3

***Cultivate
Prosperity***

4

***Foster
Inclusion***

GBLIP Composition



Grey Bruce Settlement & Language Services



YMCA of
Owen Sound Grey Bruce

Funded by:



Immigration, Refugees
and Citizenship Canada

Financé par :

Immigration, Réfugiés
et Citoyenneté Canada



What are Settlement Services?

- IRCC funded service for newcomers to Canada to integrate and settle into local communities across the country.
- Settlement Services bring a capacity focus to empower and strengthen client skills so they can achieve their full potential and enrich their new home communities.
- Settlement services partner with community SPO's to provide collaborative support.



How Does Grey Bruce Settlement & Language Services Help?

- UNDERSTANDING - Needs Assets Assessments and Referrals (NAAR)
- SUPPORT - One on One and Group Information & Orientation Sessions (I+O)
- CONNECTION – Community Connection
- Language Instruction for Newcomers to Canada (LINC)
- Mobile Service Delivery
- SWIS Services
- Offer Language Interpretation And Work Place Support



Welcoming Communities Grey Bruce

Presentation to Municipal Councils

WCGB Mission Statement

WCGB works towards an inclusive and welcoming Grey Bruce where differences are celebrated and no one is left behind.



What we do

Assist

- Assist immigrants, refugees and other newcomers to settle successfully.

Engage

- Engage community members to address social, racial, cultural and institutional barriers to inclusion.

Collaborate

- Collaborate with organizations and businesses to build a welcoming and inclusive region for all.

Welcoming Communities Grey Bruce



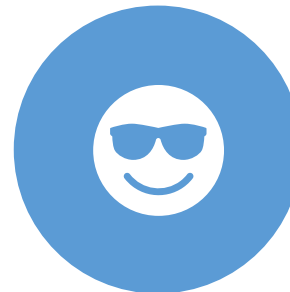
For more information please visit
our website:
welcominggreybruce.ca



Tools for employers, newcomers,
municipalities, communities are
on the website



We are available for consultation,
training, presentations throughout
Grey Bruce: contact
info@welcominggreybruce.ca



Thank you!

Case Scenario



Questions?

Grey Bruce Local Immigration Partnership

- Deepikaa Gupta – GBLIP Coordinator
- Deepikaa.Gupta@grey.ca
- (519) 372-0219 x 6108
- www.greybrucelip.ca

YMCA – Grey Bruce Settlement and Language Services

- Suneet Kukreja – Program Coordinator
- settlement@osgb.ymca.ca
- (519) 371-9222
- www.ymcaowensound.on.ca/

Welcoming Community Grey Bruce

- David Morris – Welcoming Community Grey Bruce
- info@welcominggreybruce.ca
- www.welcominggreybruce.ca



Township of Southgate Minutes of Council Meeting

June 15, 2022

6:00 PM

Electronic Participation

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

Staff Present: Dave Milliner, Chief Administrative Officer
Lindsey Green, Clerk
Jim Ellis, Public Works Manager
William Gott, Treasurer
Bev Fisher, Chief Building Official
Derek Malynyk, Fire Chief
Clinton Stredwick, Planner
Holly Malynyk, Customer Service and Support

Mayor Woodbury experienced technical difficulties connecting to the meeting and therefore was absent at different times throughout the meeting. Deputy Mayor Milne Chaired the meeting.

1. Electronic Access Information

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

2. Call to Order

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

3. Land Acknowledgement

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

4. Open Forum - Register in Advance

No members of the public spoke at open forum.

5. Confirmation of Agenda

No. 2022-381

Moved By Councillor Sherson

Seconded By Councillor Dobreen

Be it resolved that Council confirm the agenda as amended to include an updated version of Schedule A to By-law 2022-083 - Purchase and Sale Agreement - Flato Greens Inc. for Eco Park Phase II.

Carried

6. Declaration of Pecuniary Interest

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

7. Delegations & Presentations

None.

8. Adoption of Minutes

No. 2022-382

Moved By Councillor Rice

Seconded By Councillor Frew

Be it resolved that Council approve the minutes from the June 1, 2022, Council and Closed Session meetings as presented.

Carried

9. Reports of Municipal Officers

9.1 Fire Chief Derek Malynyk

9.1.1 FIRE2022-013 Dundalk Firefighters Frolic

No. 2022-383

Moved By Councillor Rice

Seconded By Councillor Shipston

Be it resolved that Council receive Staff Report FIRE2022-013 for information; and

That Council approve of staff's plan to hold the annual Firefighters Frolic at the Dundalk Memorial Park on Saturday June 18th, 2022.

Carried

9.1.2 FIRE2022-014-Retired Dundalk Firefighters Association

No. 2022-384

Moved By Councillor Dobreen

Seconded By Councillor Rice

Be it resolved that Council receive Staff Report FIRE2022-014 for information; and

That Council approve the creation of the Retired Dundalk Firefighters Association

Carried

9.2 Treasurer William Gott

9.2.1 FIN2022-014 FCM Grant and Building Condition Assessments

No. 2022-385

Moved By Councillor Frew

Seconded By Councillor Sherson

Be it resolved that Council receive Staff Report FIN2022-014 FCM Grant and Building Condition Assessments as information; and

That Council consider By-law 2022-082, being a by-law to approve the FCM Municipal Asset Management Program Grant Agreement.

Carried

9.2.2 By-law 2022-082 - FCM Municipal Asset Management Program Grant Agreement

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

No. 2022-386

Moved By Councillor Shipston

Seconded By Councillor Dobreen

Be it resolved that by-law number 2022-082 being a by-law to authorize an agreement between Federation of Canadian

Municipalities and The Corporation of the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

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

Carried (7 to 0)

9.2.3 FIN2022-015 Financial Report – December 2021

No. 2022-387

Moved By Councillor Frew

Seconded By Councillor Dobreen

Be it resolved that Council receive Staff Report FIN2022-015 Financial Report – December 2021 as information; and
That Council approved the 2021 transfers from or to Reserves, Deferred Revenue and Reserve Funds as presented.

Carried

9.2.4 FIN2022-016 2022 Tax Rates

No. 2022-388

Moved By Councillor Shipston

Seconded By Councillor Dobreen

Be it resolved that Council receive Staff Report FIN2022-016 2022 Tax Rates as information; and

That Council By-law 2022-085 being a by-law to adopt tax rates required to raise the 2022 Own purposes levy of \$8,550,007 using the 2022 tax ratios and to further provide for penalty and interest in default of payment for 2022 and to provide for the collection thereof be considered for approval.

Carried

9.2.5 By-law 2022-085 - Adopt 2022 Tax Rates

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

No. 2022-389

Moved By Councillor Dobreen

Seconded By Councillor Sherson

Be it resolved that by-law number 2022-085 being a by-law to provide for the adoption of tax rates required to raise the

2022 Own Purposes Levy using the 2022 tax ratios and to further provide for penalty and interest in default of payment for 2022 and to provide for the collection thereof

be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

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

Absent (1): Mayor Woodbury

Carried (6 to 0)

9.3 Clerk Lindsey Green

9.3.1 CL2022-021-Policy No. 86 – Electronic Participation Policy – Draft Amendments

No. 2022-390

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that Council receive Staff Report CL2022-021 for information; and

That Council receives the draft amendments to the Electronic Participation Policy as presented; and

That Council provide any additional amendments or further comments on the draft policy to the Clerk by end of day June 24, 2022; and

That Council consider approval of the Electronic Participation Policy by Municipal By-law at the July 6, 2022, Council meeting.

Carried

9.4 Public Works Manager Jim Ellis

9.4.1 PW2022-034 Township of Southgate Municipal Servicing Standards Update

No. 2022-391

Moved By Councillor Sherson
Seconded By Councillor Frew

Be it resolved that Council receive Staff Report PW2022-034 for information; and

That Council approves the recommendations for the endorsement of the Township of Southgate Municipal Servicing Standards update as prepared by Triton Engineering Services Ltd.

Carried

9.4.2 PW2022-036 Energy Management Policy and Plan

No. 2022-392

Moved By Councillor Rice
Seconded By Councillor Shipston

Be it resolved that Council receive Staff Report PW2022-036 for information; and

That Council approve the updated Policy #56 the Energy Management Policy and Plan; and

That Council approve the Energy Management Policy Schedule A and Schedule B Annual report documents for 2020.

Carried

9.5 Chief Administrative Officer Dave Milliner

9.5.1 CAO2022-029 Southgate's 2022 AMO Delegation Report

Moved By Councillor Dobreen
Seconded By Councillor Sherson

Be it resolved that Council receive Staff Report CAO2022-029 as information; and

That Council approve that staff proceed to work with the County of Grey staff and other lower tier municipal partners to request a delegation with the Ministry of

Municipal Affairs and Housing, to discuss the requirement for Affordable Housing Policy changes to empower municipalities to establish build quotas and the need for funding from all levels of government to advance inclusionary housing projects in all residential developments at the 2022 AMO Conference in Ottawa.

Councillor Dobreen moved the following amendment to the main motion.

Amendment:

No. 2022-393

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that Council amend the motion to add a third clause that states: "**That** Council approve that staff proceed to work with the County of Grey staff and other lower tier municipal partners to request a delegation with the Ministry of Infrastructure to discuss financial support for fibre optic expansion at the 2022 AMO Conference in Ottawa."

Carried

Motion as Amended:

No. 2022-394

Moved By Councillor Dobreen

Seconded By Councillor Sherson

Be it resolved that Council receive Staff Report CAO2022-029 as information; and

That Council approve that staff proceed to work with the County of Grey staff and other lower tier municipal partners to request a delegation with the Ministry of Municipal Affairs and Housing, to discuss the requirement for Affordable Housing Policy changes to empower municipalities to establish build quotas and the need for funding from all levels of government to advance

inclusionary housing projects in all residential developments at the 2022 AMO Conference in Ottawa; and **That** Council approve that staff proceed to work with the County of Grey staff and other lower tier municipal partners to request a delegation with the Ministry of Infrastructure to discuss financial support for fibre optic expansion at the 2022 AMO Conference in Ottawa.

Carried

9.5.2 CAO2022-030 - Flato Green Inc. Eco Park Phase II Property Sale and Road Servicing Development Agreement Report

No. 2022-395

Moved By Councillor Rice

Seconded By Councillor Dobrean

Be it resolved that Council receive staff report CAO2022-030 as information; and

That Council approve the updated Purchase and Sale Agreement document to sell 90 acres of lands in the Eco Park Phase II development to Flato Green Inc., with a Development Plan Agreement included in the document as Schedule E to co-develop the property by constructing a roadway, as well as the water, wastewater, natural gas and electricity services and the coordinating of all interested telecommunications servicing within the road allowance for the lands in the Eco Park Phase II development; and

That Council consider approving the Purchase and Sale Agreement to sell 90 acres of lands in the Eco Park Phase II development to Flato Green Inc. and approve the included Development Plan Agreement partnership with Flato Green Inc., by Municipal By-law 2022-083 at the June 15th, 2022 Council meeting.

Carried

9.5.3 By-law 2022-083 - Purchase and Sale Agreement - Flato Greens Inc. for Eco Park Phase II

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

No. 2022-396

Moved By Councillor Frew

Seconded By Councillor Shipston

Be it resolved that by-law number 2022-083 being a by-law to authorize a purchase and sale agreement between Flato Greens Inc., being a subsidiary of Flato Developments Inc. and the Corporation of the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

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

Absent (1): Mayor Woodbury

Carried (6 to 0)

9.5.4 CAO2022-031 - Flato Dundalk Meadows Inc. Phase 7, 8 and 10 Subdivision Agreement Approval Report

Moved By Councillor Dobreen

Seconded By Councillor Sherson

Be it resolved that Council receive staff report CAO2022-031 as information; and

That Council approve the Flato Dundalk Meadows Inc. East Phase 7, 8 & 10 Subdivision Agreement as presented; and

That Council approve the project securities requirement and that they be aggregated for the Flato Development Inc. residential projects in Dundalk and calculated based

on 80% of the total securities required, justified by the number of development projects they have in progress, the amount of project servicing works already installed and/or in the warranty/final acceptance approval process; and

That Council approve and direct staff that the Flato Development Inc. securities be maintained at the Township of Southgate Council approved security amounts, until the next Flato project development project approval is required, the total securities will then be recalculated based the new security requirement, with any reductions for accepted works for consideration and reviewed by Council to require 80% the security amounts for all future project work based on Flato's development history at that time with the Township and current economic and real estate conditions as considerations; and

That Council consider approval of the final Flato Dundalk Meadows Inc., Flato East Phase 7, 8 & 10 Subdivision Agreement by municipal By-law 2022-090 at the July 6, 2022 Council meeting.

Councillor Dobreen moved the following motion.

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that Council defer approval of staff report CAO2022-031 pending creation of a policy for subdivision agreements in relation to security requirements.

With the consent of the seconder, the motion to defer was withdrawn.

Councillor Dobreen moved the following amendment to the main motion.

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

Amendment:

No. 2022-397

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that Council amend the motion to remove the third and fourth clauses and to add a clause that states: "**That** Council direct staff to bring back a policy for consideration for subdivision agreements in relation to security requirements."

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

Nay (2): Councillor Sherson, and Councillor Rice

Absent (1): Mayor Woodbury

Carried (4 to 2)

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

Motion as Amended:

No. 2022-398

Moved By Councillor Dobreen

Seconded By Councillor Sherson

Be it resolved that Council receive staff report CAO2022-031 as information; and

That Council approve the Flato Dundalk Meadows Inc. East Phase 7, 8 & 10 Subdivision Agreement as presented; and

That Council consider approval of the final Flato Dundalk Meadows Inc., Flato East Phase 7, 8 & 10 Subdivision Agreement by municipal By-law 2022-090 at the July 6, 2022 Council meeting; and

That Council direct staff to bring back a policy for consideration for subdivision agreements in relation to security requirements.

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

Nay (1): Councillor Rice

Absent (1): Mayor Woodbury

Carried (5 to 1)

**9.5.5 CAO2022-032 - Subdivision Agreement Amendment
to Establish Conditions for the Township to Accept
Street Lighting Electrical Costs**

No. 2022-399

Moved By Councillor Shipston

Seconded By Councillor Frew

Be it resolved that Council receive staff report CAO2022-032 as information; and

That Council approve the addition to the Southgate Subdivision Agreement template document a new Section 5.11 titled "Street Light Electrical Billings" to establish conditions and criteria for the Township to accept responsibility for the monthly street lighting energy bills.

Carried

Council recessed at 7:22 PM and returned at 7:30 PM.

9.6 Planner Clinton Stredwick

9.6.1 PL2022-024-SP10-22-Lena Bowman

No. 2022-400

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that Council receive Staff Report PL2022-024 for information; and

That Council consider approval of By-law 2022-051 authorizing the entering into a Site Plan Agreement.

Carried

9.6.2 By-law 2022-051 - Site Plan Agreement - SP10-22

Lena Bowman

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

No. 2022-401

Moved By Councillor Rice

Seconded By Councillor Sherson

Be it resolved that by-law number 2022-051 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)

9.6.3 PL2022-041-SP7-22-Mar Bros Construction.

No. 2022-402

Moved By Councillor Shipston

Seconded By Councillor Frew

Be it resolved that Council receive Staff Report PL2022-041 for information; and

That Council consider approval of By-law 2022-071 authorizing the entering into a Site Plan Agreement.

Carried

**9.6.4 By-law 2022-071 - Site Plan Agreement - SP7-22
Mar-Bros Construction**

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

No. 2022-403

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that by-law 2022-071 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)

9.7 Economic Development Officer Terri Murphy

**9.7.1 EDO2022-011 Greenlid Development Charge
Payment Deferral Agreement Report**

No. 2022-404

Moved By Councillor Rice

Seconded By Councillor Sherson

Be it resolved that Council receive Staff Report EDO2022-011 for information; and

That Council approve the Greenlid (2137569 Ontario Inc.) Development Charges Payment Deferral Agreement as presented; and

That Council consider approving the Greenlid Development Charges Payment Deferral Agreement at the June 15, 2022 Council meeting by municipal By-law 2022-088.

Carried

**9.7.2 By-law 2022-088 - Greenlid (2137569 Ontario Inc.)
Development Charges Payment Deferral Agreement**

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

No. 2022-405

Moved By Councillor Shipston

Seconded By Councillor Frew

Be it resolved that by-law number 2022-088 being a by-law to authorize a development charges payment deferral agreement between 2137569 Ontario Inc. and The Corporation of the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

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

Carried (7 to 0)

**9.7.3 EDO2022-012-Purchase and Sale Agreement
Southgate Renewables LP**

No. 2022-406

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that Council receive Staff Report EDO2022-012 for information; and

That Council approve the Purchase & Sale Agreement to Southgate Renewables LP for the lot being identified on the map included in this staff report as Attachment #1 lot number 2 and Attachment #2 Aerial map, for the sale of lands in the Southgate Eco Park; and

That Council consider approving Municipal By-law 2022-

084 the Purchase & Sale Agreement for Southgate Renewables LP.

Carried

9.7.4 By-law 2022-084 - Purchase and Sale Agreement - Southgate Renewables LP - Additional Land in Eco Park

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

No. 2022-407

Moved By Councillor Sherson

Seconded By Councillor Rice

Be it resolved that by-law number 2022-084 being a by-law to authorize a purchase and sale agreement between Southgate Renewables Holdings Corp. and the Corporation of the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

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

Carried (7 to 0)

10. By-laws and Motions

None.

11. Notice of Motion

None.

12. Consent Items

12.1 Regular Business (for information)

No. 2022-408

Moved By Councillor Dobreen

Seconded By Councillor Rice

Be it resolved that Council approve the items on the Regular Business consent agenda dated June 15, 2022 and direct staff to proceed with all necessary administrative actions.

Carried

12.1.1 PW2022-035 Department Report

**12.1.2 CL2022-020-Melancthon Township
Representative for Southgate Recreation Advisory
Committee**

12.1.3 CAO2022-028 FCM Conference Report

12.1.4 Building, By-law and Canine Report - May 2022

12.1.5 May 2022 Cheque Register

12.2 Correspondence (for information)

No. 2022-409

Moved By Councillor Sherson

Seconded By Councillor Frew

Be it resolved that Council receive the items on the Correspondence consent agenda dated June 15, 2022 as information.

Carried

**12.2.1 GRCA - Summary of the General Membership
General Meeting, May 27, 2022 - Received May 30,
2022**

**12.2.2 Saugeen Mobility and Regional Transit
Correspondence - Apr 22 2022 SMART Board Minutes
- Received May 30, 2022**

**12.2.3 RHGB Correspondence - Decision on South
Satellite Hospice - May 31 2022**

12.2.4 Natural Resources Canada - Webinar for Conservation Authorities and Municipalities in Ontario - Received June 1, 2022

12.2.5 Dundalk Pride Parade Correspondence - received June 8, 2022

12.2.6 SEGCHC Correspondence - Notice of Annual General Meeting 2022 - received June 9, 2022

12.3 Resolutions of Other Municipalities (for information)

No. 2022-410

Moved By Councillor Shipston

Seconded By Councillor Sherson

Be it resolved that Council receive the items on the Resolutions of other Municipalities consent agenda dated June 15, 2022 as information.

Carried

12.3.1 Town Of Orangeville - Request to Dissolve the OLT - Received May 30, 2022

12.3.2 City of Kitchener - Letter for Energy Performance Tiers - Received May 31, 2022

12.3.3 Town of Fort Erie - Bidding Wars on Apartment Rentals - Received June 1, 2022

12.3.4 Town of Fort Erie - Federal Government's Plans to Tax Vacant Foreign Owned Properties - Received June 1, 2022

12.3.5 City of Cambridge - Plan of Action to Address Joint and Several Liability Resolution - Received June 1, 2022

12.3.6 Town of Fort Erie - Niagara Region's Motion – Voluntary Russian Sanction Request - Received June 1, 2022

12.3.7 City of Cambridge - Ontario Must Build It Right the First Time - Received June 2, 2022

12.3.8 Town of the Blue Mountains - Voter's List Information to Candidates - received June 2, 2022

12.3.9 Municipality of Chatham-Kent - Retirement Home Funding - Received June 2, 2022

12.3.10 Town of Aurora - Mandatory Firefighter Certification - Received June 6, 2022

12.3.11 Town of Aurora - Private Members Bill-C-233 Keiras Law - Received June 6, 2022

12.4 Closed Session (for information)

None.

13. County Report

Mayor Woodbury reviewed highlights from the most recent County Council meeting. More information can be found [here](#).

14. Members Privilege - Good News & Celebrations

CAO Dave Milliner and Public Works Manager Jim Ellis provided an update to Council members regarding the current flooding in Holstein due to the sluice at the Holstein Dam that has been breached.

Councillor Dobreen mentioned that the Holstein General Store is sponsoring a fishing derby at the Jubilee Park on Saturday June 18, 2022, and that on Wednesday June 22, 2022 the Starz of Southgate will be holding a live event at the Southgate Farmers Market. The Dundalk Firefighters Frolic is being held at Memorial Park on Saturday, June 18, 2022, from 10:00AM to 3:00PM.

Councillor Dobreen moved the following motion.

No. 2022-411

Moved By Councillor Dobreen

Seconded By Councillor Sherson

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

Carried

15. Closed Meeting

No. 2022-412

Moved By Councillor Rice

Seconded By Councillor Dobreen

Be it resolved that Council proceed into closed session at 8:21 PM in order to address matters relating to Litigation or Potential Litigation (Subject: Building without a Permit and Drainage Easement - Verbal Update); and

That Chief Building Official Bev Fisher, Public Works Manager Jim Ellis, Clerk Lindsey Green and CAO Dave Milliner remain in attendance.

Carried

Council recessed at 8:21 PM and returned at 8:25 PM.

No. 2022-413

Moved By Councillor Sherson

Seconded By Councillor Dobreen

Be it resolved that Council come out of Closed Session at 9:01 PM.

Carried

Council recessed at 9:01 PM and returned at 9:03 PM.

15.1 Litigation or Potential Litigation (Subject: Building without a Permit and Drainage Easement - Verbal Update)

No. 2022-414

Moved By Councillor Shipston

Seconded By Councillor Frew

Be it resolved that Council receive the verbal update regarding litigation or potential litigation surrounding building without a permit and a drainage easement as information.

Carried

16. Confirming By-law

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

No. 2022-415

Moved By Councillor Sherson

Seconded By Councillor Dobreen

Be it resolved that by-law number 2022-089 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 June 15, 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. 2022-416

Moved By Deputy Mayor Milne

Be it resolved that Council adjourn the meeting at 9:05 PM.

Carried

Deputy Mayor Brian Milne

Clerk Lindsey Green



Township of Southgate
Minutes of Special Council Meeting

June 20, 2022

10:15 AM

Frank McIntyre Building - Dundalk

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: Lindsey Green, Clerk
Kayla Best, HR Coordinator

1. Call to Order

Mayor Woodbury called the meeting to order at 10:15 AM.

2. Confirmation of Agenda

No. 2022-417

Moved By Councillor Sherson

Seconded By Deputy Mayor Milne

Be it resolved that Council confirm the agenda as presented.

Carried

3. Declaration of Pecuniary Interest

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

4. Closed Session

No. 2022-418

Moved By Councillor Shipston

Seconded By Councillor Rice

Be it resolved that Council proceed into Closed Session at 10:15 AM in order to address matters related to Labour Relations or Employee Negotiations and Personal Matters about an Identifiable Individual(s) (Subject: Chief Administrative Officer Position Recruitment); and **That** HR Coordinator Kayla Best and Clerk Lindsey Green remain in attendance.

Carried

Council recessed at 10:15 AM and returned at 10:30 AM.

Council recessed at 11:47 AM and returned at 12:15 PM.

Council recessed at 1:48 PM and returned at 1:55 PM.

Council recessed at 3:28 PM and returned at 4:01 PM.

No. 2022-419

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that Council come out of Closed Session at 5:33 PM.

Carried

5. Confirming By-law

No. 2022-420

Moved By Councillor Frew

Seconded By Councillor Rice

Be it resolved that by-law number 2022-086 being a by-law to confirm the proceedings of the Council of the Corporation of the Township of Southgate at its special meeting held on June 20, 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.

Carried

6. Adjournment

No. 2022-421

Moved By Deputy Mayor Milne

Be it resolved that Council adjourn the meeting at 5:35 PM.

Carried

Mayor John Woodbury

Clerk Lindsey Green



Township of Southgate
Minutes of Special Council Meeting

June 21, 2022

9 AM

Frank Mcintyre Building - Dundalk

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: Lindsey Green, Clerk
Kayla Best, HR Coordinator

1. Call to Order

Mayor Woodbury called the meeting to order at 9:01 AM.

2. Confirmation of Agenda

No. 2022-422

Moved By Councillor Shipston

Seconded By Councillor Frew

Be it resolved that Council confirm the agenda as presented.

Carried

3. Declaration of Pecuniary Interest

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

4. Closed Session

No. 2022-423

Moved By Councillor Rice

Seconded By Deputy Mayor Milne

Be it resolved that Council proceed into Closed Session at 9:02 AM in order to address matters related to Labour Relations or Employee Negotiations and Personal Matters about an Identifiable Individual(s) (Subject: Chief Administrative Officer Position Recruitment); and
That HR Coordinator Kayla Best and Clerk Lindsey Green remain in attendance.

Carried

Council recessed at 9:02 AM and returned at 9:15 AM.

Deputy Mayor returned to the meeting at 9:17 AM.

Council recessed at 10:56 AM and returned at 11:01 AM.

Council recessed at 12:35 PM and returned at 1:02 PM.

Council recessed at 2:37 PM and returned at 2:46 PM.

Council recessed at 4:23 PM and returned at 4:30 PM.

No. 2022-424

Moved By Councillor Dobreen

Seconded By Councillor Rice

Be it resolved that Council come out of Closed Session at 6:51 PM.

Carried

4.1 Labour Relations or Employee Negotiations and Personal Matters about an Identifiable Individual(s) (Subject: Chief Administrative Officer Position Recruitment)

No. 2022-425

Moved By Councillor Frew

Seconded By Councillor Sherson

Be it resolved that Council direct staff to schedule second interviews for the Chief Administrative Officer position with the selected candidates.

Carried

5. Confirming By-law

No. 2022-426

Moved By Councillor Shipston

Seconded By Councillor Dobreen

Be it resolved that by-law number 2022-087 being a by-law to confirm the proceedings of the Council of the Corporation of the Township of Southgate at its special meeting held on June 21, 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.

Carried

6. Adjournment

No. 2022-427

Moved By Deputy Mayor Milne

Be it resolved that Council adjourn the meeting at 6:53 PM.

Carried

Mayor John Woodbury

Clerk Lindsey Green

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



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Staff Report LIB2022-002

Title of Report: LIB2022-XXX-Report title
Department: Library
Council Date: July 6, 2022

Recommendation:

Be it resolved that Council receive Staff Report LIB2022-002 for information; and
That Council approve that the replacement costs of the new DVR be funded from the Library Capital Reserve.

Background:

The Library's DVR system for the security cameras crashed on Thursday June 16, 2022, which resulted in an inability to record and view the cameras. The cameras are used to monitor security concerns inside and outside the building.

Staff Comments:

Considering the security concerns of not having operating cameras, a replacement DVR was purchased for \$2,000 plus labour and applicable tax, to avoid any further delays. It was not anticipated to replace this equipment for the current budget year. At the Library Board meeting on June 23, 2022 that Board approved the request to Council to use Library Capital Reserves to cover costs.

Financial Implications:

The 2022 Budget did not anticipate the need to replace the security camera DVR. The replacement cost of \$2,000 plus labour and applicable tax is proposed to be funded from the Library Capital Reserves.

Communications & Community Action Plan Impact:

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

Concluding Comments:

Staff recommends that Council receive Staff Report LIB2022-002 for information; and that Council approve that the replacement costs of the new DVR be funded from the Library Capital Reserve.

Respectfully Submitted,

Dept. Head: *Original Signed By*
Lacy Russell, Librarian CEO

Treasurer: *Original Signed By*
William Gott, Treasurer

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

Attachments: None



Staff Report FIN2022-018

Title of Report: FIN2022-018 External Audit Services

Department: Finance

Council Date: July 6, 2022

Recommendation:

Be it resolved that Council receive Staff Report FIN2022-018 External Audit Services as information; and

That Council approve RFP-FIN2022-002 External Audit Services as presented; and

That Council directs staff to release and advertise the RFP-FIN2022-002 External Audit Services document.

Background:

On December 15, 2021, Council passed the Resolution 2021-761 as follows:

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

That Council appoint BDO Canada LLP as the auditor of the annual financial statements for the fiscal year of 2021; and

That Council direct staff to release a Request for Proposals in 2022 for future auditor services for the Township of Southgate.

The report noted that BDO Canada LLP (BDO) had notified Southgate, that due to staffing issues, the earliest the 2021 audit could begin would be June 6, 2022, with the financial statements being anticipated being taken to Council in August 2022.

Staff Comments:

On May 30, 2022, BDO provided the 2021 Audit Planning Report to Council (Attachment 1) which contains the following audit timeline:

ACTION	TIMING
Audit planning and interim fieldwork	January 2022
Audit fieldwork commences	June 13, 2022
Meeting with management and BDO	Late August 2022
Present final report to Council	September 7, 2022
Release of audit report	Early September 2022

Staff request that Council approve Request for Proposal RFP-FIN2022-002 External Audit Services (Attachment 2) for release. Given that Council may be in lame-duck as of August 19, 2022, the timeline anticipates a Special Council meeting to appoint an auditor for future audit services.

Financial Implications:

The 2022 Budget contained \$45,000 for external audit services, funded by taxation.

Communications & Community Action Plan Impact:

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

Mission Statement Pillars

- Trusted Government
- Economic Prosperity.

Themes:

- Municipal Services
- Public Communications

Core Values:

- Integrity
- Stewardship

Concluding Comments:

The 2021 audit has started and the audited financial statements are anticipated to be brought to Council on September 7, 2022. Council has directed staff to prepare a Request for Proposals in 2022 for future audit services. Staff recommends approval of the External Audit Services RFP as presented and recommends that it be released and advertised.

Respectfully Submitted,

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

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

Attachments:

- 1 2021 Audit Planning Report to Council
- 2 RFP-FIN2022-002 External Audit Services



THE TOWNSHIP OF SOUTHGATE

AUDIT PLANNING REPORT TO THE MEMBERS OF COUNCIL
May 28, 2022



BDO Canada LLP, a Canadian limited liability partnership, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.



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To the Members of Council of the Township of Southgate

We are pleased to provide you with this planning report to highlight and explain key issues which we believe to be relevant to the audit of the Township of Southgate (the "Township") for the year ended December 31, 2021.

The enclosed planning report includes our approach to your audit, the significant risks we have identified and the terms of our engagement. At the year-end meeting, we will provide you with a copy of our draft audit opinion and discuss the nature, extent, and results of our audit work. We will also report any significant internal control deficiencies identified during our audit and reconfirm our independence.

Our audit and therefore this report will not necessarily identify all matters that may be of interest to the Council Members in fulfilling its responsibilities. This report has been prepared solely for the use of Council and should not be distributed without our prior consent. Consequently, we accept no responsibility to a third party that uses this communication.

We look forward to completing our draft audit report opinion and discussing our conclusions with you. In the meantime, please feel free to contact us if you have any questions or concerns.

Yours truly,

Chartered Professional Accountants, Licensed Public Accountants

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EXECUTIVE SUMMARY

Your BDO Audit Team

Traci Smith, CPA, CGA, LPA will be the lead on the engagement team, supported by experts as deemed necessary. Please refer to page 4 for contact information should you have any questions or concerns regarding the financial statement audit.

Timeline

The audit is scheduled to start on June 13, 2022. See the [Audit Timeline](#) section of the report for the detailed milestones.

Auditor's Responsibilities - Financial Statements

Our overall responsibility is to form and express an opinion on the financial statements. The performance of this audit does not relieve management or those charged with governance of their responsibilities. Please see the attached engagement letter in [Appendix A](#) for specific details regarding the scope of our work.

Materiality

We have determined that materiality for the current year audit will be based on 3% of total average revenue. Preliminary materiality is \$400,000 for the year ended December 31, 2021 and is based on preliminary numbers.

Audit Process

Our overall audit strategy is based on our understanding of the Township. Our risk base audit approach is described in detail on Page 9.

Significant Risks and Planned Responses

Our audit is focused on risks specific to your Township and key accounts. These are described in more detail on page 7. Specifically, we have identified the following areas on which to focus:

- ▶ Control environment (management override of control)
- ▶ Government Transfers
- ▶ Contingencies and Commitments

Auditors Responsibilities - Fraud

Through our planning process, and prior years' audits, we have developed an understanding of your oversight processes. We are not currently aware of any fraud affecting the Township. Please see Page 6 for clarification of the auditor's responsibilities for detecting fraud.

If you are aware of changes to processes or are aware of any instances of actual, suspected, or alleged fraud affecting the Township, we request that you provide us with this information.

YOUR DEDICATED BDO AUDIT TEAM

In order to ensure effective communication between Council and BDO Canada LLP, the contact details of the engagement team are outlined below. We attempt to provide continuity of service to our clients to the greatest extent possible. When changes are required for key members of the engagement team, we will discuss this matter with Management and determine the appropriate new individual(s) to be assigned to the engagement based on particular experience, expertise, and engagement needs.

NAME	ROLE	PHONE NUMBER	EMAIL
Traci Smith	Engagement Partner	519-376-1708	tsmith@bdo.ca
Robyn Strangway-Calder	Senior Manager	226-279-0023	rstrangway@bdo.ca
Jacob Perry	Manager	519-376-6110	japerry@bdo.ca

AUDIT TIMELINE

The following schedule outlines the anticipated timing of the audit of the financial statements of the Township.

As part of the year end Council meeting, we will provide Council with a copy of our draft audit opinion, discuss our findings, including significant estimates utilized by management, accounting policies, financial statement disclosure, and significant transactions completed during the year. We will also report any significant internal control deficiencies identified during our audit and reconfirm our independence.

ACTION	TIMING
Audit planning and interim fieldwork	January 2022
Audit fieldwork commences	June 13, 2022
Meeting with management and BDO	Late August 2022
Present final report to Council	September 7, 2022
Release of audit report	Early September 2022

AUDITOR'S RESPONSIBILITIES: FINANCIAL STATEMENTS

We are responsible for forming and expressing an opinion on the financial statements that have been prepared by management, with oversight by those charged with governance. The audit of the financial statements does not relieve management or those charged with governance of their responsibilities. The scope of our work, as confirmed in our engagement letter attached as Appendix A to this letter, is set out below:

Year-End Audit Work

- ▶ Work with management towards the timely issuance of the financial statements.
- ▶ Provide timely and constructive management letters. This will include deficiencies in internal control identified during our audit.
- ▶ Present significant findings to Council including key audit and accounting issues, any significant deficiencies in internal control and any other significant matters arising from our work.

We are required to obtain an understanding of the system of internal control in place in order to consider the adequacy of these controls as a basis for the preparation of the financial statements, to determine whether adequate accounting records have been maintained and to assess the adequacy of these controls and records as a basis upon which to design and undertake our audit testing.

We are required to report to you in writing about any significant deficiencies in internal control that we have identified during the audit.

AUDITOR'S RESPONSIBILITIES: FRAUD

We are responsible for planning and performing the audit to obtain reasonable assurance that the financial statements are free of material misstatements, whether caused by error or fraud, by:

- ▶ Identifying and assessing the risks of material misstatement due to fraud;
- ▶ Obtaining sufficient and appropriate audit evidence regarding the assessed risks of material misstatement due to fraud, through designing and implementing appropriate responses; and
- ▶ Responding appropriately to fraud or suspected fraud identified during the audit.

The likelihood of not detecting a material misstatement resulting from fraud is higher than the likelihood of not detecting a material misstatement resulting from error because fraud may involve collusion as well as sophisticated and carefully organized schemes designed to conceal it.

Throughout our planning process, we performed risk assessment procedures and related activities to obtain an understanding of the entity and its environment, including the Township's internal control, to obtain information for use in identifying the risks of material misstatement due to fraud and made inquiries of management regarding:

- ▶ Management's assessment of the risk that the financial statements may be materially misstated due to fraud, including the nature, extent and frequency of such assessments;
- ▶ Management's process for identifying and responding to the risks of fraud in the Township, including any specific risks of fraud that management has identified or that have been brought to its attention, or classes of transactions, account balances, or disclosures for which a risk of fraud is likely to exist;
- ▶ Management's communication, if any, to those charged with governance regarding its processes for identifying and responding to the risks of fraud in the Township; and
- ▶ Management's communication, if any, to employees regarding its view on business practices and ethical behavior.

We are not currently aware of any fraud affecting the Township. If you are aware of any instances of actual, suspected, or alleged fraud, please let us know.

SIGNIFICANT RISK AND PLANNED RESPONSES

We have identified the following significant risks that require special audit consideration. These risks were identified based on our knowledge of the Township, our past experience, and input from management and Council. Please review these significant risks and let us know your thoughts on these or any other areas of concern.

FINANCIAL STATEMENT AREAS	RISKS NOTED	AUDIT APPROACH
Control Environment	Management may at any time have the opportunity to override internal controls.	<ul style="list-style-type: none"> • Test appropriateness of journal entries. • Review accounting estimates for biases and evaluate the risk of material misstatement due to fraud. • For significant transactions that are outside the normal course of business, evaluate the business rationale behind the transaction.
Government Transfers	Significant risk that government transfers may not be recorded properly because of the complexity of the standard. Significant judgment is required to assess the eligibility criteria/stipulations and the recognition or deferral of grant revenue can affect the annual surplus.	<ul style="list-style-type: none"> • Review of agreements and discussions with management. • Confirmation of cash received and reconciliation of cash flows and eligible expenditures.
Contingencies and Commitments	Significant risk that not all claims against the Township have been properly identified and evaluated.	<ul style="list-style-type: none"> • Confirm outstanding lawsuits with the Township's lawyers and insurance company. • Assess the reasonableness of the accruals and disclosures through discussions with management and legal counsel.

MATERIALITY

We determined preliminary materiality to be \$400,000, based on 3% of total average revenue. Performance materiality of \$300,000 is set at 75% of the materiality. We use performance materiality to focus our audit; identify amounts to be examined using statistical sampling and determining key items for analytical procedures. A threshold of 10%-20% of performance materiality is then used for substantive and analytical procedures.

Misstatements are considered to be material if they could reasonably be expected to influence the decisions of users based on the financial statements.

Our materiality calculation is based on the Township's preliminary results. If actual results change significantly, we will communicate those changes to Council as part of our year-end communication.

We will communicate all uncorrected misstatements identified during our audit to Council, other than those which we determine to be "clearly trivial."

We encourage management to correct any misstatements identified throughout the audit process.

HOW WE AUDIT FINANCIAL STATEMENTS: OUR SIX STEP AUDIT PROCESS

IDENTIFY AND ASSESS RISK

Focus on those areas of financial statements that contain potential material misstatements as a consequence of the risks you face

OBTAIN AUDIT EVIDENCE

Perform audit procedures while maintaining appropriate degree of professional skepticism, to conclude whether or not the financial statements are presented fairly

REPORT

Communicate our opinion and details of matters on which we are required to report



APPENDIX A: ENGAGEMENT LETTER



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Fax: 519-371-4741
www.bdo.ca

BDO Canada LLP
1717 2nd Avenue East
Owen Sound, Ontario
N4K 5P7

January 13, 2021

Township of Southgate
Attention: William Gott, CPA, CA
RR 1
185667 Grey Road 9
Dundalk Ontario N0C 1B0

Dear Mr. Gott:

We understand that you wish for us to continue as the auditors of Township of Southgate for its fiscal year ended December 31, 2020 and subsequent years.

We are pleased to continue as your auditors subject to the terms and conditions of this Agreement, to which the attached Standard Terms and Conditions form an integral part. The definitions set out in the Standard Terms and Conditions are applicable throughout this Agreement. This Agreement will remain in place and fully effective for future years until varied or replaced by another relevant written agreement.

Traci Smith, CPA, CGA, LPA will be the Engagement Partner for the audit work we perform for you. The Engagement Partner will call upon other individuals with specialized knowledge to assist in the performance of services.

Our Role as Auditors

We will conduct our audit(s) in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements prepared in accordance with Canadian public sector accounting standards are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. Our audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by you, as well as evaluating the overall financial statement presentation.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements, whether by fraud or error, may not be detected, even though the audit is properly planned and performed in accordance with Canadian generally accepted auditing standards.

In making our risk assessments, we consider internal control relevant to your preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of your internal controls. However, we will communicate to you concerning any significant deficiencies in internal controls relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate matters required by professional standards, to the extent that such matters come to our attention, to you, those charged with governance and/or the board of directors.



Reporting

Our audit will be conducted on the basis that the financial statements have been prepared in accordance with Canadian public sector accounting standards.

Our independent auditor's report will be substantially in the form set out in Canadian Auditing Standard (CAS) 700. The form and content of our report may need to be amended in the light of our audit findings. If we are unable to issue or decline to issue an audit report, we will discuss the reasons with you and seek to resolve any differences of view that may exist.

Role of Management and Those Charged with Governance

You acknowledge and understand that you have responsibility for:

- (a) the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards. The audit of the financial statements does not relieve you of your responsibilities;
- (b) such internal controls as you determine are necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error; and
- (c) providing us with:
 - access, in a timely manner, to all information of which you are aware that is relevant to the preparation of the financial statements such as records, documentation and other matters;
 - additional information that we may request for the purpose of the audit;
 - unrestricted access to persons within the entity from whom we determine it is necessary to obtain audit evidence;
 - financial and non-financial information (other information) that will be included in document(s) containing financial statements and our audit report thereon prior to the date of our auditor's report. If it is not possible to provide all the other information prior to the date of our auditor's report, you are responsible for provision of such other information as soon as practicable; and
 - written confirmation concerning representations made to us in connection with the audit. If appropriate and adequate written representations are not provided to us, professional standards require that we disclaim an audit opinion.

Financial Statement Services

We will obtain your approval, if during the course of our engagement we:

- (a) prepare or change a journal entry; or
- (b) prepare or change an account code or a classification for a transaction.

These services create a threat to our independence. We, therefore, require that the following safeguards be put into place:

- (a) that you create the source data for all accounting entries;



- (b) that you develop any underlying assumptions for the accounting treatment and measurement of entries; and
- (c) that you review and approve the draft financial statements, including the notes to the financial statements.

Tax Services

Our audit is conducted primarily to enable us to express an opinion on the financial statements. The audit process is not designed to provide us with a full understanding of your tax situation and in particular, to allow us to determine whether the entity has specific tax compliance issues. We understand that you are not looking to BDO to provide you with any guidance or advice in regard to tax planning or compliance.

Additional Services

- Audited Financial Information for the Township of Southgate Trust Funds;
- Audited Financial Statements for the Township of Southgate Public Library Board;
- Preparation of management letter (if applicable);
- Preparation of Letters to Council;
- Meetings with staff in the planning stage of the audit, execution stage of the audit and at the conclusion of the audit to discuss the audit, financial statements, management letter (if applicable) or any other matters as required;
- Meeting with Council to discuss the audit, financial statements, letter to Council and any other matters as required; and
- Ongoing communication and questions from staff during the year.

We are available to provide a wide range of services beyond those outlined in this Agreement. To the extent that any additional services that we provide to you that are not provided under a separate written engagement agreement, the provisions of this Agreement will apply to the services.

Fee Estimation

Services	Estimated Additional Fee
Annual audit for the Township of Southgate (includes additional services)	\$39,525

We will notify you on a timely basis if there are any circumstances we encounter which could significantly affect our initial estimate of professional fees. Our fees will be invoiced and payable as follows:

- On a monthly basis as the work is performed up to 95% of the audit fee prior to the issuance of the audit report; and
- The remaining 5% of the audit fee within 10 days after issuance of the final audit report along with any additional required fees.



We reserve the right to suspend our Services if any of our invoices become delinquent. Fees that are not paid within 30 days of an invoice or by a specified payment deadline will be considered delinquent.

Additional information relating to our fees is provided in the Standard Terms and Conditions.

Standard Terms and Conditions

A copy of our Standard Terms and Conditions is attached as Appendix 1. You should ensure that you read and understand them. The Standard Terms and Conditions include clauses that limit our professional liability.

Please sign and return the attached copy of this Agreement to indicate your agreement with it. If you have any questions concerning this Agreement, please contact us before signing it.


It is a pleasure for us to be of service and we look forward to many future years of association with you.

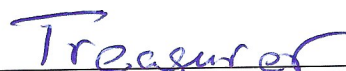
Yours truly,

BDO Canada LLP

Chartered Professional Accountants, Licensed Public Accountants

Agreement of all the terms and conditions in this Agreement is hereby acknowledged by:


Signature


Position

William Gott
Name (please print)

April 18, 2021
Date

Appendix 1 - Standard Terms and Conditions

1. Overview and Interpretation

- 1.1 This Agreement sets forth the entire agreement between the parties in relation to Services and it supersedes all prior agreements, negotiations or understandings, whether oral or written, with respect to Services. To the extent that any of the provisions of the accompanying letter conflict with these Standard Terms and Conditions, these Standard Terms and Conditions shall prevail. This Agreement may not be changed, modified or waived in whole or part except by an instrument in writing signed by both parties.

- 1.2 In this Agreement, the following words and expressions have the meanings set out below:

This Agreement - these Standard Terms and Conditions, the letter to which they are attached, and any supporting schedules or other appendices to the letter, and any Summary of Services letters issued in future years.

Services - the services provided or to be provided under this Agreement

We, us, our, BDO - refer to BDO Canada LLP, a Canadian limited liability partnership organized under the laws of the Province of Ontario

You, your - the party or parties contracting with BDO under this Agreement, including the party's or parties' management and those charged with corporate governance. You and your does not include BDO, its affiliates or BDO Member Firms

BDO Member Firm or Firms - any firm or firms that form part of the international network of independent firms that are members of BDO International Limited

Confidential Information - information that contains identifying features that can be attributed to you or individual personnel

2. BDO Network and Sole Recourse

- 2.1 BDO is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international network of independent member firms (i.e. BDO Member Firms), each of which is a separate legal entity.
- 2.2 We may use other BDO Member Firms or subcontractors to provide Services; however, we remain solely responsible for Services. You agree not to bring any claim or action against another BDO Member Firm (or their partners, members, directors, employees or subcontractors) or our subcontractors in respect of any liability relating to the provision of Services.
- 2.3 You agree that any of our affiliates, subcontractors, and other BDO Member Firms and any subcontractors thereof whom we directly or indirectly involve in providing Services have the right to rely on and enforce Section 2.2 above as if they were a party to this Agreement.

3. Respective Responsibilities

- 3.1 We will use reasonable efforts to complete, within any agreed-upon time frame, the performance of Services.

- 3.2 You shall be responsible for your personnel's compliance with your obligations under this Agreement. We will not be responsible for any delays or other consequences arising from you not fulfilling your obligations.
- 4. Working Papers and Deliverables
 - 4.1 Ownership – Any documents prepared by us, or for us, in connection with Services belong solely to us.
 - 4.2 Oral advice and draft deliverables – You should not rely upon any draft deliverables or oral advice provided by us. Should you wish to rely upon something we have said to you, please let us know and, if possible, we will provide the information that you require in writing.
 - 4.3 Translated documents – If you engage us to translate any documents, advice, opinions, reports or other work product of BDO from one language to another, you are responsible for the accuracy of the translation work.
 - 4.4 Reliance by Third Parties – Our Services will not be planned or conducted in contemplation of or for the purpose of reliance by any party other than you and any party to whom the assurance report is addressed. Items of possible interest to a third party will not be addressed and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction.
 - 4.5 Consent to use the Report – Nothing in this Agreement shall be construed as consent to the use of our report in connection with a continuous disclosure document, a public or private offering document, an annual report or any other document and we expressly do not provide such consent. If you request consent for the use of our report, we will consider, at the relevant time, providing consent and any conditions that we may attach to such consent. Our consent must be in writing.
 - 4.6 Consent requests – In order to provide consent, professional standards require that we read the other information in the related document and consider whether such information is materially inconsistent with the related financial statements. Any consent request must be made on a sufficiently timely basis to allow us to consider your identification and resolution of events occurring in the period since the date of our report, and to obtain updated written representation letters. Such procedures will be performed at your cost and will be documented in a separate engagement letter.
- 5. Confidentiality
 - 5.1 We agree to use Confidential Information provided by you only in relation to the Services in connection with which the information is provided and we will not disclose the information, except where required by law, regulation or professional obligation. We may however, give Confidential Information to other BDO Member Firms or other subcontractors assisting us in providing Services. Any party to whom we subcontract work will be required to keep Confidential Information confidential either by professional obligation or contract with us. Any BDO Member Firms or other subcontractors we use will be bound by the same confidentiality obligations.
 - 5.2 BDO shall be entitled to include a description of the work we render to or for you in marketing and research materials and disclose such information to third parties, provided that all such information will be made anonymous and not associated with you. Additionally, we may analyze information on an industry or sector basis for internal

purposes or to provide industry/sector wide information to our clients or potential clients. You consent to our using information obtained from you in this way provided that the outputs therefrom will not contain any identifying features that can be attributed to you.

6. Independence

- 6.1 Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to our clients in the performance of our Services. We will communicate to you any relationships between BDO (including its related entities) and you that, in our professional judgment, may reasonably be thought to bear on our independence.

7. Offers of Employment

- 7.1 Any discussions that you, or any party acting on your behalf, have with professional personnel of our Firm regarding employment could pose a threat to our independence. Your recruitment of an engagement team member from the current or prior year's engagement may compromise our independence and our ability to render agreed Services to you. Engagement team members may include current and former partners and staff of BDO, other BDO Member Firms and other firms who work under our direction. Therefore, you agree to inform us prior to any such discussions so that you and we can implement appropriate safeguards to maintain our independence.

8. Professional and Regulatory Oversight

- 8.1 As required by legal, regulatory, or professional authorities (both in Canada and abroad) and by BDO policy, our client files must periodically be reviewed by practice inspectors to ensure that we are adhering to professional and BDO standards. It is understood that by entering into this Agreement, you provide your consent to us providing our files relating to your engagement to the practice inspectors for the sole purpose of their inspection.
- 8.2 Certain regulatory bodies may also have the right to conduct investigations of you, including the Services provided by us. To the extent practicable and permitted by law, we will advise you of any such investigation request or order prior to providing our working papers.
- 8.3 You agree to reimburse us for our time and expenses, including reasonable legal fees, incurred in responding to any investigation that is requested or authorized by you or investigations of you undertaken under government regulation or authority, court order or other legal process.

9. Privacy and Consents

- 9.1 You agree we will have access to all personal information in your custody that we require to complete our engagement. We may collect, use, transfer, store, or process such information disclosed by you of a personal nature (personal information). Our Services are provided on the understanding that:
- (a) you have obtained any consents for collection, use and disclosure to us of personal information required under all applicable privacy legislation; and
 - (b) we will hold all personal information in compliance with our Privacy Statement.

10. Electronic Communications

- 10.1 Both parties recognize and accept the security risks associated with email communications, including but not limited to the lack of security, unreliability of delivery and possible loss of confidentiality and privilege. Unless you request in writing that we do not communicate by internet email, you assume all responsibility and liability in respect of risk associated with its use.
- 10.2 By signing this agreement, you provide BDO with express consent to communicate with you and your employees, as applicable, electronically, including sending BDO newsletters, publications, announcements, invitations and other news and alerts that may be of interest to you. You and your employees may withdraw such consent at any time by contacting BDO at www.bdo.ca/unsubscribe.

11. Limitation of Liability

- 11.1 In any dispute, action, claim, demand for losses or damages arising out of the Services performed by BDO pursuant to this Agreement, BDO shall only be liable for its proportionate share of the total liability based on degree of fault as determined by a court of competent jurisdiction or by an independent arbitrator as a result of the dispute resolution procedures, notwithstanding the provisions of any statute or rule of common law which create, or purport to create, joint and several liability.
- 11.2 Our liability shall be restricted to damages of a direct and compensatory nature and shall not include indirect, consequential, aggravated or punitive damages, or damages for loss of profits or expected tax savings, whether or not the likelihood of such loss or damage was contemplated.
- 11.3 You agree that BDO shall not be liable to you for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount no more than three times the fees paid by you to BDO in the twelve months preceding the incident giving rise to the claim.
- 11.4 No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of our proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.
- 11.5 You agree claims or actions relating to the delivery of Services shall be brought against us alone, and not against any individual. Where our individuals are described as partners, they are acting as one of our members.

12. Indemnity

- 12.1 To the fullest extent permitted by applicable law and professional regulations, you agree to indemnify and hold harmless BDO from and against all losses, costs (including solicitors' fees), damages, expenses, claims, demands or liabilities arising out of or in consequence of:
- (a) a misrepresentation by a member of your management or board of directors, regardless of whether such person was acting in your interest;

- (b) the Services performed by BDO pursuant to this Agreement, unless, and to the extent that, such losses, costs, damages and expenses are found by a court of competent jurisdiction to have been due to the gross negligence of BDO. In the event that the matter is settled out of court, we will mutually agree on the extent of the indemnification to be provided by you, failing which, the matter may be referred to dispute resolution in accordance with the terms of this Agreement.

13. Alternative Dispute Resolution

- 13.1 Both parties agree that they will first attempt to settle any dispute arising out of or relating to this Agreement or the Services provided hereunder through good faith negotiations.
- 13.2 In the event that the parties are unable to settle or resolve their dispute through negotiation, such dispute shall be subject to mediation pursuant to the National Mediation rules of the ADR Institute of Canada Inc. All disputes remaining unsettled for more than 60 days following the parties first meeting with a mediator or such longer period as the parties mutually agree upon shall be subject to arbitration pursuant to the National Arbitration Rules of the ADR Institute of Canada Inc. Such arbitration shall be final, conclusive and binding upon the parties, and the parties shall have no right of appeal or judicial review of the decision. The parties hereby waive any such right of appeal which may otherwise be provided for in any provincial arbitration statute made applicable under the National Arbitration Rules.

14. Limitation Period

- 14.1 You shall make any claim relating to Services or otherwise under this Agreement no later than one year after you became aware or ought reasonably to have become aware of the facts giving rise to any such claim.
- 14.2 You shall in no event make any claim relating to the Services or otherwise under this Agreement later than two years after the completion of the Services under this Agreement.
- 14.3 To the extent permitted by law, the parties to this Agreement agree that the limitation periods established in this Agreement replace any limitation periods under any limitations act and/or any other applicable legislation and any limitation periods under any limitations act and/or any other applicable legislation shall not alter the limitation periods specified in this Agreement.

15. Québec Personnel

- 15.1 We may sometimes have individual partners and employees performing Services within the Province of Québec who are members of the Ordre des comptables professionnels agréés du Québec. Any such members performing professional services hereunder assumes full personal civil liability arising from the practice of their profession, regardless of their status within our partnership. They may not invoke the liability of our partnership as grounds for excluding or limiting their own liability. The provisions in Sections 11 (Limitation of Liability) and 14 (Limitation Period) shall therefore not apply to limit the personal civil liability of partners and employees who are members of the Ordre des comptables professionnels agréés du Québec.

16. Termination

- 16.1 This Agreement applies to Services whenever performed (including before the date of this Agreement).
- 16.2 You or we may terminate this Agreement at any time upon written notice of such termination to the other party. We will not be liable for any loss, cost or expense arising from such termination. You agree to pay us for all Services performed up to the date of termination, including Services performed, work-in-progress and expenses incurred by us up to and including the effective date of the termination of this Agreement.

17. Fees and Billings

- 17.1 Our estimated fee is based on an assumed level of quality of your accounting records, the agreed upon level of preparation and assistance from your personnel and adherence to the agreed-upon timetable. Our estimated fee also assumes that your financial statements are in accordance with the applicable financial reporting framework and that there are no significant new or changed accounting policies or issues or internal control or other reporting issues. We will inform you on a timely basis if these factors are not in place.
- 17.2 Should our assumptions with respect to the quality of your accounting records be incorrect or should the conditions of the records, degree of cooperation, results of audit procedures, or other matters beyond our reasonable control require additional commitments by us beyond those upon which our estimated fees are based, we may adjust our fees and planned completion dates.
- 17.3 Our professional fees will be based on our billing rates which depend on the means by which and by whom our Services are provided. We also will bill you for our out-of-pocket expenses, our administrative charge (described below), and applicable Goods and Services Sales Tax, Harmonized Sales Tax, Quebec Sales Tax and Provincial Sales Tax.
- 17.4 Our administrative charge is calculated as a percentage of our professional fee and represents an allocation of estimated costs associated with our technology infrastructure, telephone charges, photocopying and some support staff time costs.
- 17.5 Our accounts are due when rendered and invoiced amounts are deemed to be earned when paid. BDO may suspend the performance of Services in the event that you fail to pay an invoice when it is due. Interest may be charged at the rate of 12% per annum on all accounts outstanding for more than 30 days.

18. Governing Laws

- 18.1 The terms of our engagement shall remain operative until amended, terminated, or superseded in writing. They shall be interpreted according to the laws of the province or territory in which BDO's principal Canadian office performing the engagement is located, without regard to such province/territory's rules on conflicts of law.

19. Entire Agreement and Survival

- 19.1 This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations or understandings, whether oral or written, with respect to such subject matter. It is understood that this Agreement will not be superseded by any contract with us for other specific services that



are not of the same scope as the Services contemplated in this Agreement, unless the other contract explicitly references this Agreement and an intent to supersede it.

- 19.2 The provisions of this Agreement that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement. Any clause that is meant to continue to apply after termination of this Agreement will do so.
- 20. Force Majeure
 - 20.1 We will not be liable for any delays or failures in performance or breach of contract due to events or circumstances beyond our reasonable control, including acts of God, war, acts by governments and regulators, acts of terrorism, accident, fire, flood or storm or civil disturbance.
- 21. Assignment
 - 21.1 No party may assign, transfer or delegate any of the rights or obligations hereunder without the written consent of the other party or parties. BDO may engage independent contractors and BDO Member Firms to assist us in performing the Services in this Agreement without your consent.
- 22. Severability
 - 22.1 If a court or regulator with proper jurisdiction determines that a provision of this Agreement is invalid, then the provision will be interpreted in a way that is valid under applicable law or regulation. If any provision is invalid, the rest of this Agreement will remain effective.

Version: 201909

APPENDIX B: INDEPENDENCE LETTER



Tel: (519) 376-6110
Fax: 519-376-4741
www.bdo.ca

BDO Canada LLP
BDO Building, 1717 2nd Avenue East
Suites 200, 203 & 300 P.O. Box 397
Owen Sound, Ontario
N4K 5P7

May 28, 2022

Members of the Council
The Township of Southgate

Dear Members of the Council:

We have been engaged to audit the consolidated financial statements of The Township of Southgate (the "Township") for the year ended December 31, 2021.

Canadian generally accepted auditing standards require that we communicate at least annually with you regarding all relationships between the Township and our Firm that, in our professional judgment, may reasonably be thought to bear on our independence.

In determining which relationships to report, the standards require us to consider independence rules and interpretations of the CPA profession and relevant legislation.

We have prepared the following comments to facilitate our discussion with you regarding independence matters arising since August 4, 2021, the date of our last letter.

We are aware of the following relationships between the Township and us that, in our professional judgment, may reasonably be thought to have influenced our independence. The following relationships represent matters that have occurred from August 4, 2021 to May 28, 2022.

- We have provided advice and comments to management regarding several financial statement measurement, presentation and disclosure matters.
- We have provided assistance in the preparation of the consolidated financial statements, including adjusting journal entries and/or bookkeeping services. These services created a self-review threat to our independence since we subsequently expressed an opinion on whether the consolidated financial statements presented fairly, in all material respects, the financial position, results of operations and cash flows in accordance with Canadian Public Sector Accounting Standards.
- We, therefore, required that the following safeguards be put in place related to the above:
 - Management provided us with a trial balance prior to completion of our audit.
 - Management created the source data for all the accounting entries.
 - Management developed any underlying assumptions required with respect to the accounting treatment and measurement of the entries.
 - Management reviewed advice and comments provided and undertook their own analysis considering the Township's circumstances and generally accepted accounting principles.
 - Management reviewed and approved all journal entries prepared by us, as well as changes to financial statement presentation and disclosure.



- Members of our Firm providing bookkeeping services did not participate on the audit engagement team.
- Someone other than the preparer reviewed the proposed journal entries and consolidated financial statements.

This letter is intended solely for the use of the Council, management and those charged with governance of the Township and should not be used for any other purpose.

Yours truly,

Chartered Professional Accountants, Licensed Public Accountants

APPENDIX C: BDO RESOURCES FOR PUBLIC SECTOR ENTITIES

Sector insights to shape your Township

Our public sector leaders are thinking about the big questions facing the sector—from staying compliant with regulation to updates on changing financial reporting standards. Our team combines sector-leading assurance, advisory, and tax expertise to bring you key insights.

PSAS Accounting Knowledge Centre

<https://www.bdo.ca/en-ca/services/assurance-and-accounting/a-a-knowledge-centre/psas/>

Public Section Accounting Standards Update 2021

<https://www.bdo.ca/en-ca/insights/assurance-accounting/psas/public-sector-accounting-standards-update-2021/>

The BDO Local & Municipal Governments Resource Centre

<https://www.bdo.ca/en-ca/industries/public-sector/local-government/>

Financial Audit Readiness

Getting and staying prepared for an audit simplifies the process, cuts turnaround time, and improves your chances of overall success. Learn how you can be audit ready:

https://www.bdo.ca/en-ca/insights/assurance-accounting/audit-readiness/?utm_campaign=2021-aa-digitalaudit&utm_medium=referral&utm_source=pdf

The Latest Tax Pointers

Corporate, Commodity, Cyber-security, Government programs. Together they add up to immense differences on the organization's bottom line. Our articles keeps you current:

https://www.bdo.ca/en-ca/insights/advanced-search/?filter=1&cat=876/?utm_campaign=2021-aa-digitalaudit&utm_medium=referral&utm_source=pdf

For more on these and other key issues facing your business, please reach out to your engagement partner. They will be happy to put you in touch with the BDO professional who can best help you.

**The Corporation of the
Township of Southgate
185667 Grey Road 9
Dundalk, Ontario
N0C 1B0**



**Phone 1-519-923-2110
Toll Free 1-888-560-6607
Fax 1-519-923-9262
www.southgate.ca
info@southgate.ca**

Bid Response - Services

Service: External Audit Services

Name of Company

Address

Telephone #

Name of Person with Signing Authority

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

Bid documents received at:

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

Township Contact/Project Liaison:
Email address:

**William Gott
wgott@southgate.ca**

Notice to Bidders Regarding this Document

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

Witness

Signature of Signing Authority

Date: _____

Instructions to Bidders - Services

Services Information

A sealed tender package, clearly marked "**RFP-FIN2022-002 External Audit Services**" must be addressed to the following:

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

And an electronic copy of the tender package should be emailed, with "**RFP-FIN2022-002 External Audit Services**" in the subject line to:

tenders@southgate.ca

Submission deadline is: July 27, 2022 at 2:00 pm.

Scope of Services Required

The intent of this bid is to seek consulting services to conduct the annual audits of The Township's financial statement for the period 2022 - 2026.

Contacts

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

Name & Title:	William Gott, Treasurer
Phone:	519-923-2110 x220
Email Address:	wgott@southgate.ca

All questions and requests for interpretation or clarification are to be made in writing to William Gott and shall use the subject line:

"RFP-FIN2022-002 External Audit Services".

Bidder Notifications

We request that bidders interested in responding to this RFP inform the Township's contact above of their intentions to participate in the process. This will allow the Township of Southgate to inform as soon as possible of any addendum documents that may be issued, requests for information and /or clarification of any questions we receive. Otherwise it will be the respondent's responsibility to monitor the Township website for this information.

Proposal Opening

A virtual opening of the submissions shall commence just after 2:00 pm on July 27, 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, using the following credentials:

Please join my meeting from your computer, tablet or smartphone.

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

You can also dial in using your phone.

Canada: +1 (647) 497-9391

Access Code: 153-910-205

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

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

Project Timelines

The Township of Southgate approximate project timelines are as follows:

- i. Procurement Closing date: July 27, 2022
- ii. Commencement of Bid Evaluations: July 28, 2022
- iii. Recommendation to Council for Approval: August 17, 2022
- iv. Notification of Successful Contractor: August 17, 2022
- v. Commencement Date: October 3, 2022

Payment Terms:

Each bid proposal shall provide a payment terms based on the bid price submitted for the service as work is completed.

General Conditions - Services

Extent

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

Contractor's Responsibility

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

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

Workers' Compensation

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

Protection of Property

The Contractor will be responsible for any damage that may occur relative to the execution of all operations arising from this contract. Any damage done to Southgate's or surrounding property must be made good to the satisfaction of Southgate.

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-law.
- 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.

Protection

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

Termination

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

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

Acceptance or Rejections

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

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

Project Progress Meetings with Contractor

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

Proposals Must 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-contractors to be assigned to complete any of the services. Indicate the names of all personnel, and experience that will be involved in the delivery of the service to the Township.
- 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) Experience - Brief description documenting at least three previous engagements with other similarly sized government entities to the Township that outlines projects of similar scope, cost, and magnitude completed in the past two years. This shall include client names, contact, and contact phone numbers. The Township may verify references as part of the proposal evaluation process.
- e) Delivery Schedule - An outline of the approach proposed to meet the requested schedule(s) and what other resources will be made available by the proponent to meet service schedules should delays occur.
- f) Cost Control - An outline of the approach proposed to effect cost control for the Township.

Evaluation and Selection - Services

Selection Process

Proposals will be assessed based on information provided by the Respondent at the time of submission. The evaluation of Proposals will be conducted using a consensus approach by an evaluation team comprised of staff members from the Township of Southgate and 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
1st Phase of Scoring		
1.	Company Profile	5
2.	Experience	25
3.	Audit Approach & Schedule	30
4.	Value Added – Advisory Services	10
5.	References	5
2nd Phase of Scoring		
1.	Fees & Expenses	25
	Total	100

The evaluation team will score each proposal in the following manner:

1. All criteria outlined in Phase 1 will be scored **out of 10** for simplicity and consistency (irrespective of the actual score/weight of the particular criterion). Following the consensus session, the scores will be determined by multiplying the evaluated score (out of 10) x maximum score x 0.1 to get a final score.

2. For consistency the following describes the characteristics attributable to particular scores between 0-10.
 - a. 0 – Submission is unacceptable; demonstrates little understanding of requirements; criterion is absent from submission.
 - b. 1-4 – Submission is inadequate; misses key points.
 - c. 5-6 – Submission meets expectations; basic requirements.
 - d. 7-8 – Submission meets expectations; demonstrates understanding of the program requirements and how they will be met.
 - e. 9-10 – Submission exceeds expectations; clearly demonstrates an understanding of program requirements and how they will be met.
3. Phase 2 – The lowest fee proposed shall be awarded the full amount of points available for the fee portion of the evaluation (25). All higher fees proposed shall be awarded points, rounded to the closest full point, for the fee portion of the evaluation by the following formula:

$\text{Lowest Fee} \div \text{Proposed Fee} \times \text{Maximum Points for proposed Fee.}$

The Township reserves the right to reject any or all proposals. The Township also reserves the right to not proceed with the services proposal 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 further discussions.

The services required 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 check on the Respondents, the results of which may affect the award decision.

Proposal Specifications/Requirements - Services

1. Scope of Services and Work Required

This Request for Proposal is a call for external audit services for the Township, its trust funds, and associated boards. The *Municipal Act, 2001* s. 296 allows for the appointment of external auditors for a term of five (5) years or less. Audit services and the term of this agreement will be binding for the period of five (5) years beginning October 3, 2022. Pricing will be firm on the first two years and estimated for the remaining three years. However, the contract will be reviewed on an annual basis and Council reserves the right to cancel the contract if dissatisfied in any way with the performance, the fees charged, or any other elements of the service provided.

2. Audit Process

- a. Audits shall include the examination of the records and financial statements of the Township, its funds, and boards to the degree necessary to express an audit opinion on the financial statements. This will also include the auditing and integration of the Public Library Board Financial Statements and the Trust Funds Financial Statements.
- b. The work will generally not include accounting, the preparation of schedules to the financial statements, or the annual Financial Information Return. If any other non-audit responsibilities and work are required, they will be discussed separately from the annual audit.
- c. Should the auditor identify any information or conditions which would otherwise lead to the inclusion of a qualified opinion with respect to any of the Township's financial statements, the auditor shall immediately inform and fully discuss matters with the Treasurer. Also, the auditors shall, as far as possible, allow a reasonable time for the Township to investigate, analyze, report, and take corrective action so as to avoid the inclusion of such qualifications.
- d. Auditors shall attend such meetings as are called to discuss their work and reports and shall provide such information as requested which will enhance the understanding of members of Council and Boards concerning matters pertaining to the annual financial statements.

- e. Upon completion of the report on the audit of the annual statements, the auditor shall prepare and deliver to the Treasurer draft letters conveying any concerns relative to the internal accounting, operating controls and/or other matters of material importance with respect to the operations of the Township. The auditor shall also provide recommendations as to such corrective measures as may be required and be prepared to provide assistance with regard to implementation, if required to do so. The auditor shall meet with the CAO and Treasurer to discuss the comments, following which an official management letter will be submitted to Council.
- f. Additional services may be required from time to time. However, this type of work is not part of this proposal. The Township does not guarantee that the firm awarded this proposal will be asked to perform any services for the Township and its agencies beyond the audit services specifically requested in this proposal.

Contractor Health and Safety Agreement - Services

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:**_____

Required Bidder Documents Checklist - Services

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 minimum ▪ Health and Safety Policy Statement and Operating Procedures ▪ WHMIS 2015 Training Completed (proof required by the successful bidder) ▪ MSDS Training for all controlled products to be on the work site ▪ Traffic Plan & Control Training 	<input checked="checked" type="checkbox"/> <input checked="checked" type="checkbox"/> <input checked="checked" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
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 	<input checked="checked" type="checkbox"/> <input checked="checked" type="checkbox"/> <input checked="checked" type="checkbox"/> <input checked="checked" type="checkbox"/> <input checked="checked" type="checkbox"/> <input checked="checked" type="checkbox"/> <input checked="checked" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Signature: _____

Dated: _____

Bidder Information Responses - Services

Statement of Qualifications:

Experience—Statement of Company' expertise in this Business

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

Contractor References

Company

Contact

Phone #

Bid Form Pricing Submission - Services

Bid Proposal Pricing:

**Anticipated Audit Hours and Hourly Rates for the first contract year (2022)
(excluding HST):**

Staff	Hours	Rate	Fee (Hrs x Rate)
Partner		\$	\$
Manager		\$	\$
Seniors		\$	\$
Staff Support		\$	\$
Total 2022 Anticipated Fee			\$

Total Annual Fees by Financial Statement Audit:

Annual Audit of the Consolidated Financial Statements for the:	2022 (must equal the total anticipated fee calculated above.)	2023	2024	2025	2026
Township					
Public Library Board					
Trust Funds					
Total					

Other Optional Costs:

Description

Order Qty.

Unit Price

Hourly Rate

\$_____

_____	_____	\$ _____
_____	_____	\$ _____

Bidder Checklist and Submissions Requirements-Services

Proposal Submission 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 Services Compliance Acknowledgements;
4. Complete the Required Bidder Documents Checklist forms;
5. Provide the Bidder Information Responses;
6. Complete the Bid Form Pricing Submission;
7. Complete the Bid Form Declaration; and
8. Provide any supporting documentation, materials, proposal explanations, etc. will be accepted and used as part of the selection process.

Services Contacts & Compliance

The purpose of this document is to determine a contractor's ability and intention to comply with the Township of Southgate's contractor safety requirements.

Contractor Company Name: _____

Contractor Phone: _____

Cell phone: _____

Site Supervisor: _____

Company Health & Safety Rep: _____

Bid Form Declaration - Services

This Bid Proposal is submitted by: _____

To: The Township of Southgate

1. I _____ **OF** _____

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

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

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

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

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

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

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

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

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

(COMPANY NAME)

(SIGNATURE)

(ADDRESS)

(PRINT NAME & TITLE)

(CITY OR TOWN)

(WITNESS OR SEAL)

(POSTAL CODE)

(DATED)



Staff Report CL2022-022

Title of Report: CL2022-022 – Restricted Acts of Council (Lame Duck)
Period
Department: Clerks
Branch: Legislative and Council Services
Council Date: July 6, 2022

Recommendation:

Be it resolved that Council receive Staff Report CL2022-022 for information; and
That if Council is in a restricted position (Lame Duck) after Nomination Day (August 19, 2022), pursuant to Section 275 of the Municipal Act, 2001, Council delegates authority to the Chief Administrative Officer and/or other Department Heads to take action, where necessary, on certain restrictions listed in Section 275(3) of the Municipal Act, 2001; and
That Council directs the Chief Administrative Officer and/or other Department Heads to report on any actions taken under the restrictions listed in 275(3) of the Municipal Act, 2001, between Nomination Day and the commencement of the Council term; and
That this delegation be finalized through By-law 2022-093, with the delegation expiring on December 7, 2022.

Background:

With 2022 being a Municipal Election year it is important that Council and the Township are cognizant of the application of Section 275 of the Municipal Act, 2001, which is identified as "Restricted Acts After Nomination Day," but more commonly known as "lame duck" provisions.

When does Lame Duck Occur?

Under Section 275 of the Municipal Act, 2001, a Council can go lame duck if one of the following scenarios will occur with the new council that will take office following the election:

1. If the new council will have the same number of members as the outgoing council, the new council will include less than three-quarters of the members of the outgoing council.
2. If the new council will have more members than the outgoing council, the new council will include less than three-quarters of the members of the outgoing council or, if the new council will include at least three-quarters of the members of the outgoing council, three-quarters of the members of the

outgoing council will not constitute, at a minimum, a majority of the members of the new council.

3. If the new council will have fewer members than the outgoing council, less than three-quarters of the members of the new council will have been members of the outgoing council or, if at least three-quarters of the members of the new council will have been members of the outgoing council, three-quarters of the members of the new council will not constitute, at a minimum, a majority of the members of the outgoing council.

Council Restrictions during Lane Duck Period

If one of the above applies, Council is restricted from doing the following during the restricted periods:

- the appointment or removal from office of any officer of the municipality;
- the hiring or dismissal of any employee of the municipality;
- the disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal; and
- making any expenditures or incurring any other liability which exceeds \$50,000.

Exceptions:

Clauses (c) and (d) above do not apply if the disposition or liability was included in the most recent budget adopted by Council before Nomination Day in the Municipal Election.

Land Matters: With respect to Section 275(3)(c) (land matters), a municipality can close a real estate transaction during the lane duck period only if the council passed a by-law approving the execution of the agreement of purchase and sale in advance of the lane duck period.

Expenditures: A contract could be awarded by a lane duck Council in excess of \$50,000 so long as the amount was included in the annual budget. However, the lane duck Council would not be able to award the contract if the amount of the tenders or bids exceeded the amount included in the budget.

Emergencies: The Act provides at Section 275(4.1) that nothing in this section prevents a municipality taking any action in the event of an emergency.

Delegation of Authority: Section 275(6) provides that Council maintains the authority to delegate these certain powers to a person or body if the delegation is made prior to Nomination Day. Delegating this authority pursuant to Section 275 of the Municipal Act, 2001 is typically provided to ensure the efficient management of

the municipal Corporation continues and provides for the ability to respond to issues in a timely fashion.

Powers that CANNOT be Delegated: Section 23.3.1 of the Municipal Act clearly identifies the powers that are not permitted to be delegated. This includes the power to appoint or remove from office an officer of the municipality, whose appointment is required by the Act. These positions include the Clerk, Treasurer, Fire Chief or Chief Building Official.

Restricted Periods

Restrictions are potentially in effect for two periods, in relation to the three scenarios where lame duck can occur as provided above:

1. After nomination day but before voting day, the determination shall be based on the nominations to the new council that have been certified and any acclamations made to the new council; or
2. After voting day, the determination shall be based on the declaration of the results of the election including declarations of election by acclamation.

Staff Comments:

The following lame duck scenario would be applicable in Southgate's case:

1. If the new council will have the same number of members as the outgoing council, the new council will include less than three-quarters of the members of the outgoing council.

With a seven (7) member Council, three-quarters of the members would be six (6). This means that six members of the outgoing Council will be needed to potentially form the new Council, to not be in lame duck.

To assist with continuation of municipal business during lame duck periods, many municipalities delegate authority during the restricted period to a senior officer of the Corporation, usually the CAO, and/or Department Heads. Staff are recommending that Council delegate this authority in preparation of Nomination Day. By-law 2022-093 – Restricted Acts of Council is included in this agenda package for consideration.

Financial Implications:

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

Communications & Community Action Plan Impact:

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

Concluding Comments:

1. That Council receive Staff Report CL2022-022 for information; and
2. That if Council is in a restricted position (Lame Duck) after Nomination Day (August 19, 2022), pursuant to Section 275 of the Municipal Act, 2001, Council delegates authority to the Chief Administrative Officer and/or other Department Heads to take action, where necessary, on certain restrictions listed in Section 275(3) of the Municipal Act, 2001; and
3. That Council directs the Chief Administrative Officer and/or other Department Heads to report on any actions taken under the restrictions listed in 275(3) of the Municipal Act, 2001, between Nomination Day and the commencement of the Council term; and
4. That this delegation be finalized through By-law 2022-093, with the delegation expiring on December 7, 2022.

Respectfully Submitted,

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

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

Attachments: None

The Corporation of the Township of Southgate

By-law Number 2022-093

being a by-law to delegate certain duties and acts during restricted periods after nomination day or the election of a new Council

Whereas Section 23.1 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes Council to delegate its powers and duties; and

Whereas Section 275 of the Municipal Act, 2001, restricts Council from taking certain acts after nomination day or the election of a new Council, depending on the results of the nominations or election; and

Whereas under Section 275(6) of the Municipal Act, 2001, nothing prevents any person or body exercising any authority of a municipality that is delegated to the person or body prior to nomination day for the election of the new Council; and

Whereas the Council of the Corporation of the Township of Southgate deems it expedient to delegate certain duties during that period that Council is restricted in its actions under Section 275; and

Now Therefore Be it Resolved That the Council of the Corporation of the Township of Southgate hereby enacts as follows:

1. **That** if Council is in a restricted position (Lame Duck) after Nomination Day (August 19, 2022) and/or Election Day (October 24, 2022) to the commencement of the new term of council, Council delegates authority as follows:
 - I. **That** the CAO and the Treasurer are granted joint delegated authority as financial signing authority for expenditures outside the current approved budget exceeding \$50,000 and with an upset limit of \$100,000;
 - II. **That** the CAO and the Treasurer are granted jointly delegated authority to execute agreements of purchase and sale, pertaining to the disposition of any real or personal property of the municipality;

- III. **That** the CAO and the Clerk are granted jointly delegated authority for the hiring and/or dismissal of any employee of the municipality; and
- IV. **That** the CAO and the Treasurer are granted jointly delegated authority as financial signing authority to execute grant applications on behalf of the Corporation, and all contribution and other agreements related to any approved grant application, and to execute transfer agreements with the Provincial and/or Federal government.
2. **That** Council direct the Chief Administrative Officer and/or Department Heads to report on any actions taken under the restrictions listed in Section 275(3) of the Municipal Act, 2001, between Nomination Day and the commencement of the Council term; and
3. **That** By-law 2018-050 is hereby repealed; and
4. **That** this delegation expires on December 7, 2022; and
5. **That** this by-law shall come into force and effect on the date of final passing thereof.

Be read a first, second and third time and finally passed this 6th day of July, 2022.

John Woodbury – Mayor

Lindsey Green - Clerk



Staff Report CL2022-023

Title of Report: CL2022-023 – 2022 Council Calendar Amendment
Department: Clerks
Branch: Legislative and Council Services
Council Date: July 6, 2022

Recommendation:

Be it resolved that Council receive Staff Report CL2022-023 for information; and
That Council approves amending the 2022 Council Calendar to schedule an additional regular meeting of Council on Thursday August 18, 2022, beginning at 9:00 AM.

Background:

In accordance with the Procedural By-law, every year Council approves a Council/Committee Meeting Calendar that sets the date and time for every Council and Committee meeting for the upcoming year.

Staff Comments:

Currently, there is only one meeting in both July and August, rather than two meetings like the other months of the year.

Due to the Municipal Election this year, and the possibility of a lame duck Council following Nomination Day on August 19, 2022, staff are recommending that Council amend the 2022 Council calendar to add a second regular meeting of Council in August.

Due to the AMO Conference falling on August 14-17th and with staff and members attending, staff are proposing that the meeting be held on Thursday, August 18, 2022, beginning at 9:00 AM.

Financial Implications:

There are no financial implications as a result of this report other than additional member per diems for attendance at the meeting.

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 CL2022-023 for information.
2. That Council approves amending the 2022 Council Calendar to schedule an additional regular meeting of Council on Thursday August 18, 2022, beginning at 9:00 AM.

Respectfully Submitted,

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

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

Attachments: None



Staff Report PW2022-039

Title of Report: PW2022-039 No Heavy Trucks By-law Amendment
Osprey Street North
Department: Public Works
Branch: Transportation & Public Safety
Council Date: July 6, 2022

Recommendation:

Be it resolved that Council receive Staff Report PW2022-039 for information; and
That Council consider approval of By-law 2022-098 being a by-law to amend By-law Number 2020-124, Schedule A to prohibit heavy trucks on Osprey Street North.

Background:

With the Whiterose Park phase 3 subdivision works to begin, the issue of heavy trucks using the undesignated street routes will probably see this traffic and concerns of Osprey Street North will be impacted. Resident calls from the first and second phases works of this development with truck traffic concerns have been received in the past.

Staff Comments:

Staff are recommending to prohibit heavy trucks for none local deliveries on Osprey Street North from Main Street East to Grey Street.

Financial Implications:

Signage and post installation at either end will be approximately \$300.00, funded out of the Roads sign budget.

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 PW2022-039 for information, and that Council consider approval of By-law 2022-098 being a by-law to amend By-law Number 2020-124, Schedule A to prohibit heavy trucks on Osprey Street North.

Respectfully Submitted,

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

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

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE
BY-LAW NUMBER 2022-098

being a by-law to amend by-law number 2020-124, being a by-law to prohibit heavy trucks on certain highways in the Township of Southgate

Whereas Section 5(3) of the Municipal Act, 2001, Chapter 25, as amended, 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 Section 11(3) of the Municipal Act, 2001, Chapter 25, as amended, provides that a lower tier municipality may pass by-laws respecting highways, including parking and traffic on highways; and

Whereas the Council of the Corporation of the Township of Southgate deems it appropriate and in the public interest to prohibit heavy trucks on certain highways in the Township of Southgate,

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

1. **That** Council amend By-law 2020-124 by adding the following location under Schedule A, Prohibited Highways:

Highway	From	To
Osprey Street North	Main Street East	Grey Street

2. **That** this By-law shall come into effect upon the date signage conveying the prohibition is posted, as specified in the Ontario Traffic Manual.

Read a first, second and third time and finally passed this 6th day of July, 2022.

John Woodbury – Mayor

Lindsey Green – Clerk

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 CAO2022-033**

Title of Report: White Rose Park Subdivision Preliminary Acceptance and Security Reduction Approval Report

Department: Administration

Council Date: July 6, 2022

Council Recommendation:

Be it resolved that Council receive staff report CAO2022-033 as information; and

That Council approve the White Rose Park Phase I & II Residential Development project for the Preliminary Acceptance of the Phase III & IV Internal Works; and

That Council approve the White Rose Park Phase I & II Residential Development project Letter of Credit security reduction based on the Preliminary Acceptance of the Phase III & IV External Works to reduce the Letter of Credit requirement to \$200,000.00 being required by the Township of Southgate.

Background:

White Rose Park is a residential subdivision project constructing a 66 residential unit development north of Artemesia and Doyle Street, in Dundalk. The project has an approved Subdivision Agreement with the Township of Southgate for the residential development to construct roads and municipal services (lighting, sidewalks, stormwater, wastewater and water) and public servicing (cable TV, electricity, internet, natural gas, telephone, etc.) infrastructure. A Subdivision Agreement is a robust version of a site plan agreement that the Township uses to manage industrial and commercial projects. A Subdivision Agreement is a broader document that deals with all the issues to manage the project and the municipal risk associated with these types of developments. The Subdivision Agreement also deals with costs estimates for ensuring the completion of the external and internal municipal servicing work of roads, sidewalks, stormwater management, wastewater disposal, water, etc. should the developer default in the completion of the project works. The Subdivision Agreement requires and establishes a Letter of Credit amount that must be maintained during the project until the works are fully accepted and the warranty period requirements have expired.

Staff Comments:

The Township's engineering consultant, Triton Engineering has reviewed the White Rose Park Phase I & II project subdivision works completed externally on Artemesia and Doyle Street, as well as the internal municipal required works within the project development. The Triton memorandum report is included in this staff report as

Attachment #1 and provides the recommendation to approve Preliminary Acceptance of the Stage III & IV internal works, to reduce the security requirement to \$200,000.00 for warranty which is a total reduction of \$350,000.00 for the internal works for outstanding issues to be completed or inspected.

Financial Impact or Long Term Implications

There is no financial cost impact to the municipality as a result of this report as all engineering costs to peer review the White Rose Park agreement securities for their development will be charged to the developer.

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 facilitated a significant increase in the supply and variety of both rental and purchase housing/accommodation within Southgate.

Concluding Comments:

1. That Council receive this staff report CAO2022-033 as information.
2. That Council approve the White Rose Park Phase I & II Residential Development projects Letter of Credit security reduction based on the Preliminary Acceptance for internal works and reduce the present amount of Letter of Credit to \$200,000.00 being retained by the Township of Southgate.

Respectfully Submitted,

PW approval: Original Signed By

Jim Ellis – Public Works Mgr.

jellis@southgate.ca

519-923-2110 x250

CAO approval: Original Signed By

Dave Milliner – CAO

dmilliner@southgate.ca

519-923-2110 x210

- Attachment #1 – Triton memorandum dated June 16, 2022 for White Rose Phase I& II Subdivision Updated Security Requirement



**TRITON
ENGINEERING
SERVICES
LIMITED**
Consulting Engineers

Memorandum

DATE: June 16, 2022

TO: Dave Milliner

FROM: Ray Kirtz & Dustin Lyttle

RE: Township of Southgate
White Rose Subdivision
Phases 1&2
Updated Security Requirement

FILE: A4152A

We have reviewed the security/financial requirements based on the Service Finance Agreement (SFA), the Subdivision Agreement (SDA), background estimates provided by the developer dated February 5, 2021 and our recent site inspection, and provide the following comments.

Security Requirements:

- External works on Doyle and Artemesia streets have been completed and warranty period expired. Therefore, security related to these works can be released.
- Based on current information, the security required to be retained for subdivision (internal) works is to be **\$200,000.00** (rounded). This amount is derived by applying completed works security requirement to Stage III & IV only. Stage I & II security will be released with the exception of holdback related to rear yard storm sewer system which has not yet been CCTV inspected.

White Rose Subdivision Security Requirement Review Internal Works					
Description	Contract Total	Stage I & II	Stage III & IV	Completed	Remaining
Subdivision Limits ¹	\$2,767,232.45	\$2,368,484.83	\$398,747.62	\$278,733.48	\$120,014.14
10% of Completed Works (Stage III & IV)				\$27,873.35	
115% of Works Remaining					\$138,016.26
Rear Yard Storm Works (Provisional)					\$30,000.00
Total LC to be Retained					\$195,889.60
Total LC to be Retained (Rounded)					<u>\$200,000.00</u>
Current LC In Place					\$550,000.00
Total Reduction Available					<u>\$350,000.00</u>

¹ All costs include 10% Contingency, 10% Engineering and 13% HST applied.

Therefore, based on the above, the security held by the Township for municipal services related to this project can be reduced to **\$200,000** unless the Township has other security requirements unrelated to the municipal services.

If you have any questions, please contact us.

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 CAO 2022-034

Title of Report: White Rose Phase III Development Project Site
Alteration Agreement Approval Report

Department: Administration

Council Date: July 6, 2022

Council Recommendation:

Be it resolved that Council receive staff report CAO2022-034 as information; and
That Council approve the White Rose Phase III Development Project Site Alteration Agreement dated July 6, 2022; and

That Council consider approving the White Rose Phase III Residential Development Site Alteration Agreement dated July 6, 2022 by Municipal By-law 2022-091.

Background:

The White Rose Phase III Residential Development Project requires a Site Alteration Agreement for their project. This agreement has been created as a template document we used for past Site Alteration projects for residential developments. This document is a template that was reviewed by our lawyer, our engineers and approved by Southgate Council at the March 16th, 2016 meeting.

This Site Alternation Agreement has been created to deal with the movement and placement of soils on a residential development site project. They have also indicated that they will be moving soils on the site and importing soils from non-aggregate licensed sources and placing a granular material for road construction as part of the project work. When importing fills in large quantities from a location other than a licensed gravel pit a Southgate Fill Permit is also required to manage the material to ensure the soils are environmentally safe and in compliance with provincial soils guidelines.

The White Rose Phase III Residential Development Project has already received Council approval for a Fill Permit by Council approval. At the March 2, 2022 meeting Council received staff report CBO2022-001 titled "Soils Permit Request as per Fill Bylaw 2017-049",

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 Bylaw 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.

Based on the Council discussion 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 (6 to 1) No. 2022-112

Staff Comments:

The White Rose Phase III Site Alteration Agreement is included in Council agenda as part of the By-law 2022-091 for approval. Other supporting materials that support the Site Alteration Agreement that is included in this staff report is the B-1 Site Alteration Plan drawings (Attachment #1), that identifies the development project as planned and the technical document that is titled "B-2 Fill Control Report" (Attachment #2). The White Rose Phase III, also received a GRCA Permit as part of the Fill By-law approval process that is also required for this project work and is included in this report as Attachment #3

Triton's staff reviewed the Fill Control Plan, which includes the Geo-Environmental Guidelines for Earth Fill Importation and the Placement Plan and the Procedures and Requirements for Construction of Engineered Fill. The securities calculations (Attachment #4) provided by and reviewed by Triton to assess the scope of work to confirm the required securities for the project. The amount of securities for this project is \$213,599.61 and this number is reflected in the Site Alteration Agreement, Section 2.2 titled, "Security Requirements".

Staff recommends Council approval of the White Rose Phase III Development Site Alteration Agreement based on the positive engineering review document (Attachment #5) by Triton of the site alteration plans and the securities required to approve and secure this project.

The consultants have provided and Triton has reviewed the Fill Management Plan Report (Attachment #6) prepared by Peto MacCallum Ltd., dated October 4, 2021.

Staff also reviewed the original haul route and have updated the document to restrict access to Artemesia (south of Grey St.), Osprey and Owen Sound Streets for entry and exiting the fill site. The designated haul route is Main Street to Dundalk Street to Grey Street to Artemesia Street (north from Grey) to Todd Crescent to enter the Phase III site. The plan also permits exiting or entry from Bradley Street north of Grey Street. The project haul route map is included in this report as Attachment #7.

Financial Impact or Long Term Implications

There is no financial impact to the municipality as a result of this report as all costs to create this agreement and project securities will be posted by the owner of the property as a condition of releasing the agreement for the project to proceed.

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. That Council receive this staff report as information.
2. That Council approve the White Rose Phase III Site Alteration Agreement at the July 6, 2022 Council meeting.
3. That Council consider approval the White Rose Phase III Site Alteration Agreement by Municipal By-law 2022-091 at the July 6, 2022 Council meeting.

Respectfully Submitted,

Planning approval: Original Signed By

Clinton Stredwick – Planner

cstredwick@southgate.ca

519-923-2110 x235

Public Works Mgr. approval: Original Signed By

Jim Ellis – PW Mgr.

jellis@southgate.ca

519-923-2110 x250

CAO approval: Original Signed By

Dave Milliner – CAO

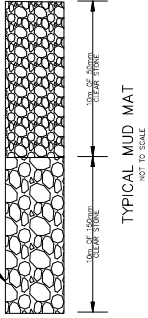
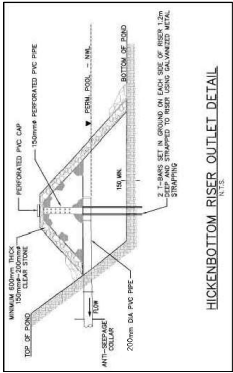
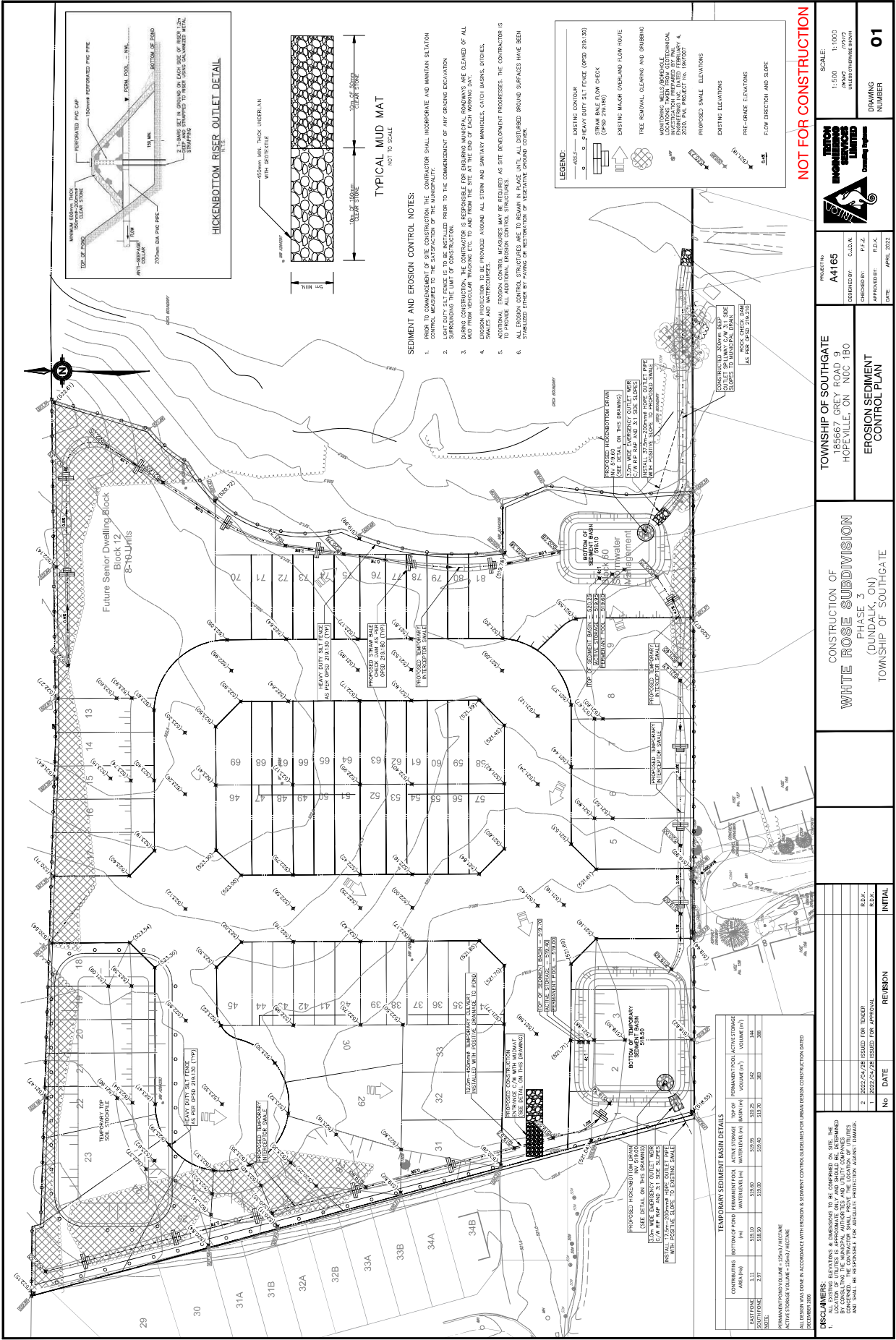
dmilliner@southgate.ca

519-923-2110 x210

Attachments:

- Attachment #1 – White Rose Phase III Schedule B-1 Site Alteration Plan dated April, 2022

- Attachment #2 – White Rose Phase III B-2 Site Alteration Fill Control Report prepared by Peto MacCallum Ltd. dated October 4, 2021
- Attachment #3 – White Rose Phase III GRCA Permit Permission
- Attachment #4 – White Rose Phase III Project Securities Report
- Attachment #5 – White Rose East Phase III Project Site Alteration & Securities - Triton Review Report dated June 27, 2022
- Attachment #6 – White Rose Phase III Project Fill Management Plan prepared by Terraprobe Geotechnical & Environmental Engineers, dated October 14, 2021
- Attachment #7 – White Rose Phase III Project Haul Route Map



- SEDIMENT AND EROSION CONTROL NOTES:**
1. PRIOR TO COMMENCEMENT OF SITE CONSTRUCTION, THE CONTRACTOR SHALL IMPLEMENT AND MAINTAIN SLOTTED CONTROL MEASURES TO THE SATISFACTION OF THE MUNICIPALITY.
 2. LIGHT DUTY SILT FENCE IS TO BE INSTALLED PRIOR TO THE COMMENCEMENT OF ANY GRADING EXCAVATION SURROUNDING THE LIMIT OF CONSTRUCTION.
 3. DURING CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE FOR ENSURING MAJOR ROADWAYS ARE CLEARED OF ALL SEDIMENT AND EROSION CONTROL MEASURES ARE MAINTAINED AT ALL TIMES.
 4. EROSION PROTECTION TO BE PROVIDED AROUND ALL STORM AND SANITARY MANHOLES, CATCH BASINS, STOKES, SWALES AND WATERCOURSES.
 5. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AS SITE DEVELOPMENT PROGRESSES. THE CONTRACTOR IS TO PROVIDE ALL NECESSARY EROSION CONTROL MEASURES TO PREVENT EROSION AND SEDIMENTATION. ALL DEFERRED EROSION CONTROL MEASURES SHALL BE STABILIZED WITHIN 14 DAYS OF FINISHING OR RESTORATION OF VEGETATIVE COVERING.

LEGEND:

- EXISTING CONTAINMENT
- 9.9mm DIA. SILT FENCE (SPD 210.30)
- STORM BASIN FLOW CHECK (SPD 210.30)
- EXISTING MAJOR OVERLAND FLOW ROUTE
- TREE REMOVAL, CLEANING AND GRUBBING
- MONITORING WELLS/ADDITIONAL INVESTIGATION PREPARED BY P.W. 4, 2022 P.W. PROJECT NO. 1047007
- PROPOSED SHALE ELEVATIONS
- EXISTING ELEVATIONS
- PRE-GRADING ELEVATIONS
- FLOW DIRECTION AND SLOPE

NOT FOR CONSTRUCTION

PROJECT No: **A4185**

DESIGNED BY: **C.L.D.W.**

CHECKED BY: **P.F.C.**

APPROVED BY: **P.F.C.**

DATE: **APRIL 2022**

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

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

TOWNSHIP OF SOUTHGATE

**EROSION SEDIMENT
CONTROL PLAN**

**DRAWING
NUMBER**
01

DISCLAIMERS: ELEVATIONS & DIMENSIONS TO BE CONFIRMED ON SITE. THE LOCATION OF UTILITIES IS APPROXIMATE ONLY AND SHOULD BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL PROTECT THE LOCATION OF UTILITIES AND SHALL BE RESPONSIBLE FOR REINSTATEMENT PROTECTION AGAINST DAMAGE.

ALL DESIGN WAS DONE IN ACCORDANCE WITH EROSION & SEDIMENT CONTROL GUIDELINES FOR BRARY DESIGN CONSTRUCTION LATED

PREPARED BY: **EROSION & SEDIMENT CONTROL**

No.	DATE	REVISION	INITIAL
1	2022/04/28	ISSUED FOR APPROVAL	R.S.C.
2	2022/04/28	ISSUED FOR TENDER	R.S.C.

1:500 1:1000 1:5000
UNLESS OTHERWISE SHOWN

October 4, 2021

PML Ref.: 19KF007
Report: 4

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

Dear Mr. De Palma

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

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

Methodology

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

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



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

Note:

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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

Sincerely

Peto MacCallum Ltd.

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

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

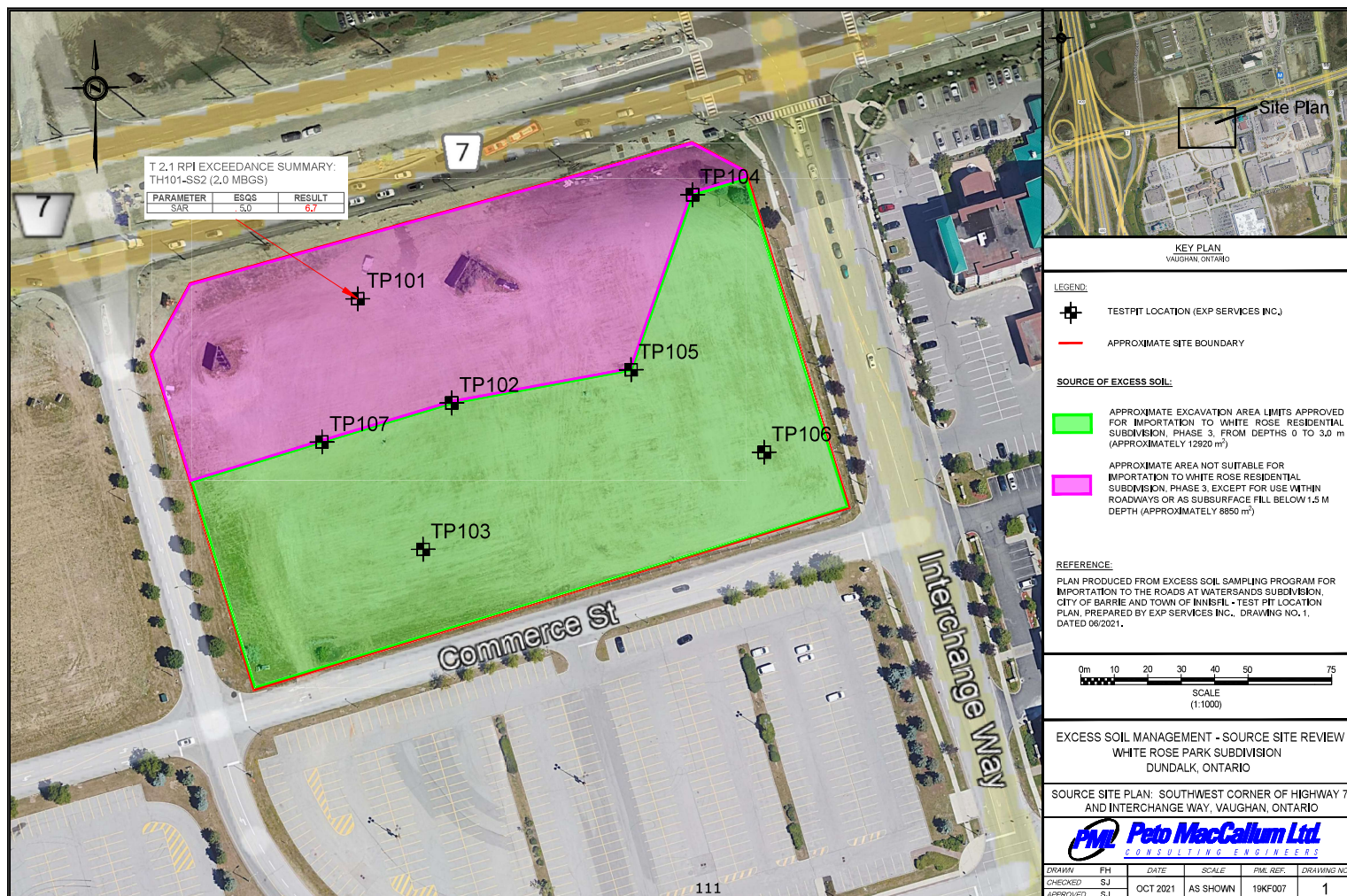
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Enclosure(s):

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

Distribution (via email):

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





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

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

January 20, 2021

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

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

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

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

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

Encl.

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



Grand River Conservation Authority

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

2570970 Ontario Incorporated

Whose address for purposes pertaining to this project is:

138 Kale Crescent
Maple, ON
L6A 3P9

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

Location of Work: 159 Bradley Street
Township of Southgate

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

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

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

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

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

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

GRAND RIVER CONSERVATION AUTHORITY

Samantha Lawson,
Chief Administrative Officer



Grand River Conservation Authority

Administration Office:

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

**GRCA USE ONLY
APPLICATION NUMBER**

940/21

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

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

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

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

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

Agent's name (Consultant/Contractor):

Mailing address: City/Town: Postal Code:

Telephone: Bus. Fax. Email:

Location of proposed work:

Lot No. Concession No. Township

Municipal address of property: 159 Bradley Street, Southgate

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

(Circle One)

Application is hereby made for:

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

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

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

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

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

Land Use: Present Subdivisions Proposed change (if any)

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

Signature of Owner

Date

Signature of Agent

October 12, 2021

January 1, 2020

GENERAL CONDITIONS OF PERMIT

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

NOTICE OF COLLECTION

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

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


WHITE ROSE PARK SUBDIVISION PHASE 3

PROJECT No. A4165

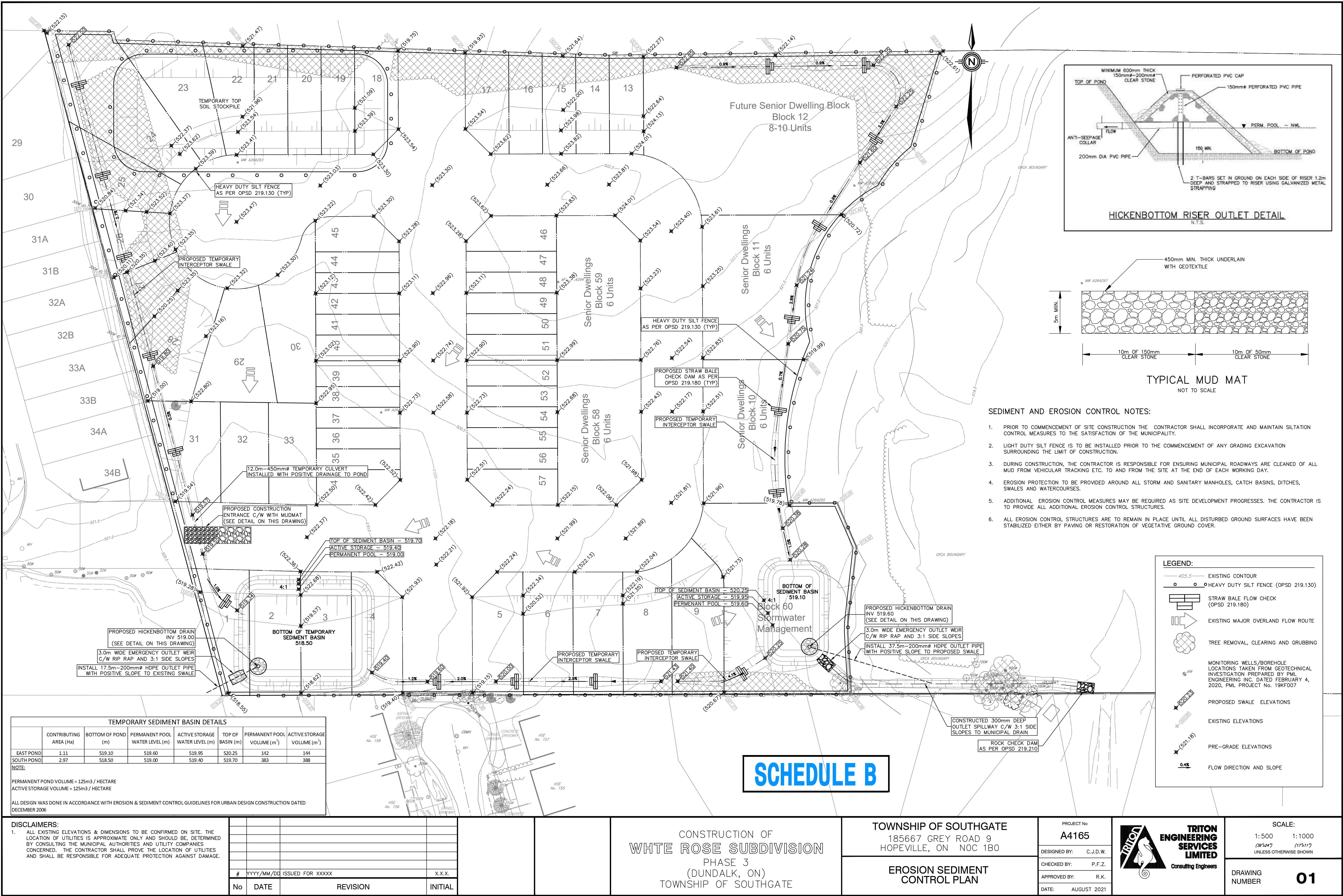


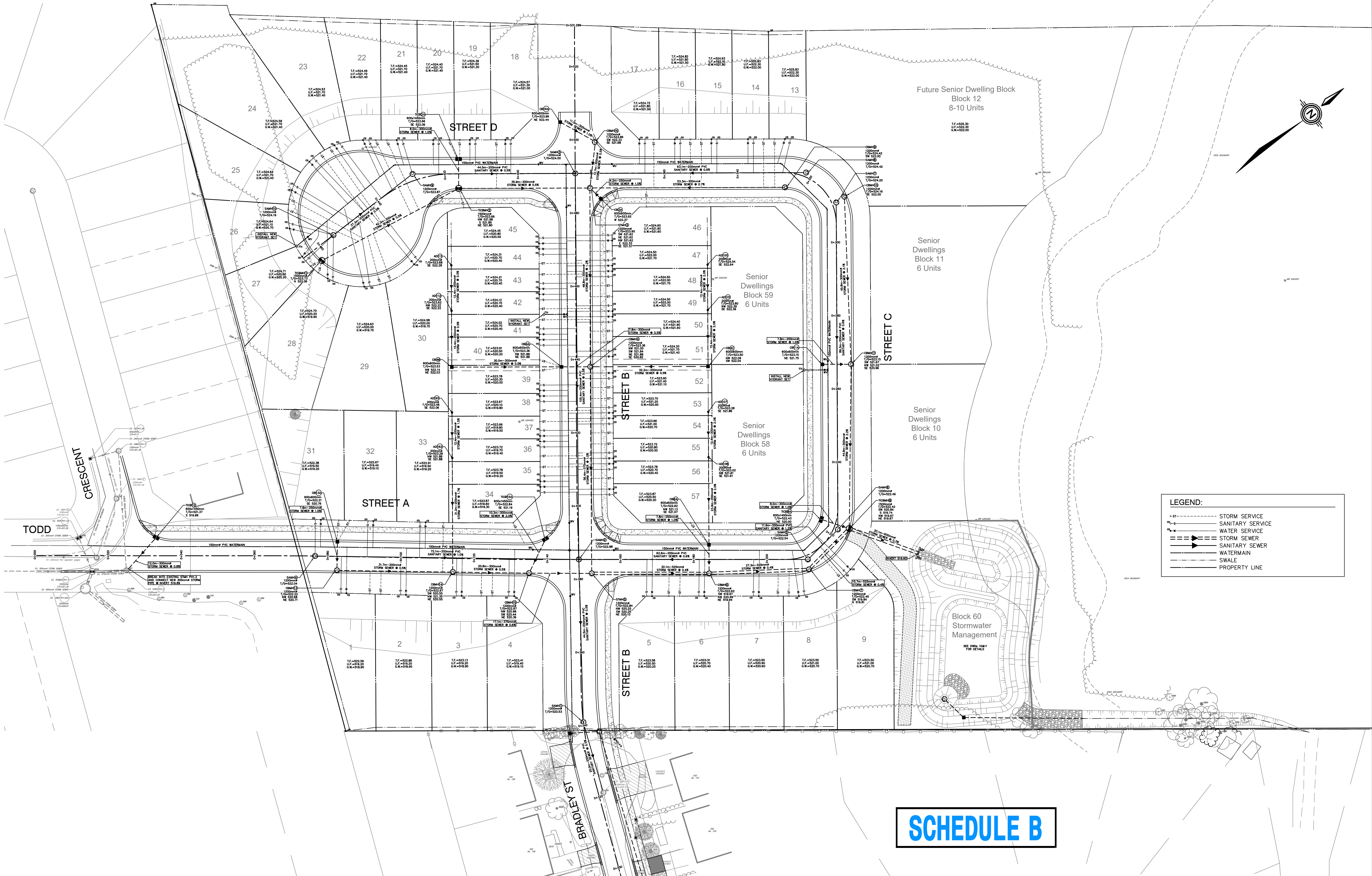
LIST OF DRAWINGS

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



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





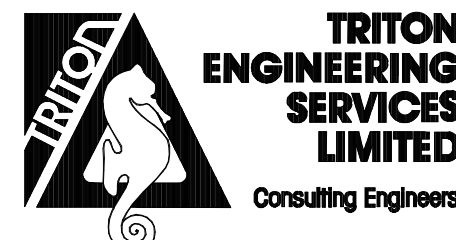
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# YYYY/MM/DD ISSUED FOR XXXXX				X.X.X.
No	DATE	REVISION		INITIAL

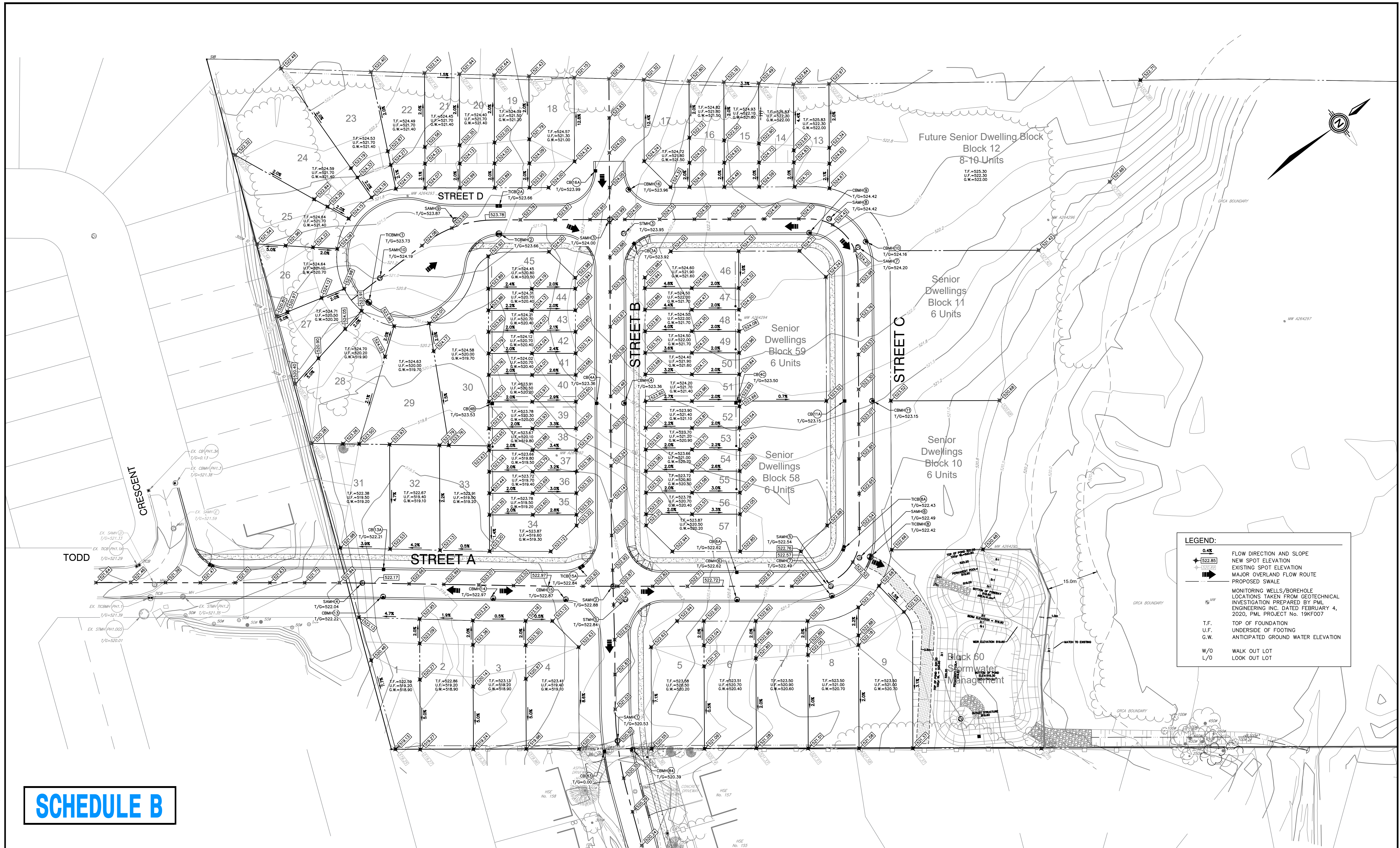
CONSTRUCTION OF
WHITE ROSE SUBDIVISION
PHASE 3
(DUNDALK, ON)
TOWNSHIP OF SOUTHGATE

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

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

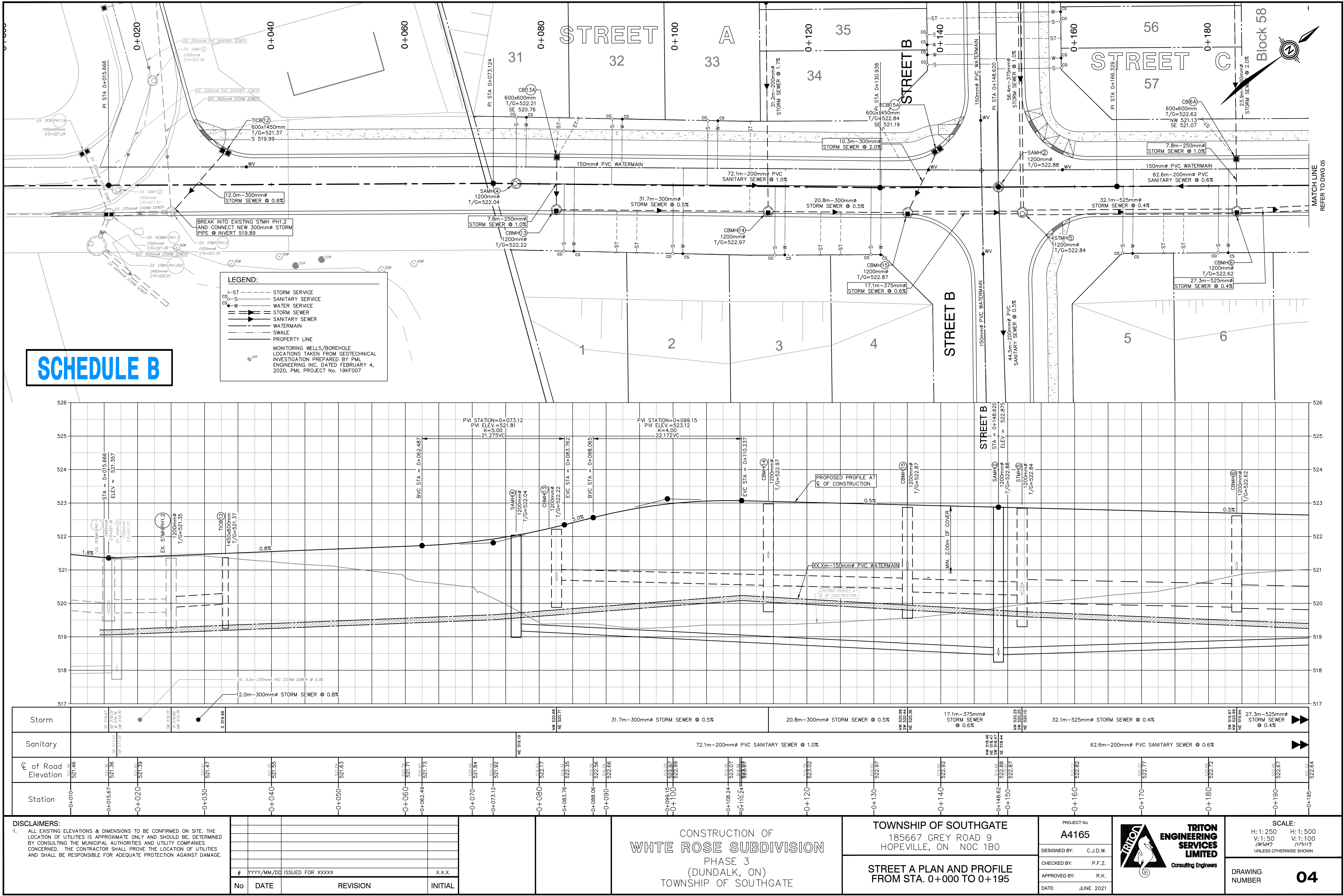


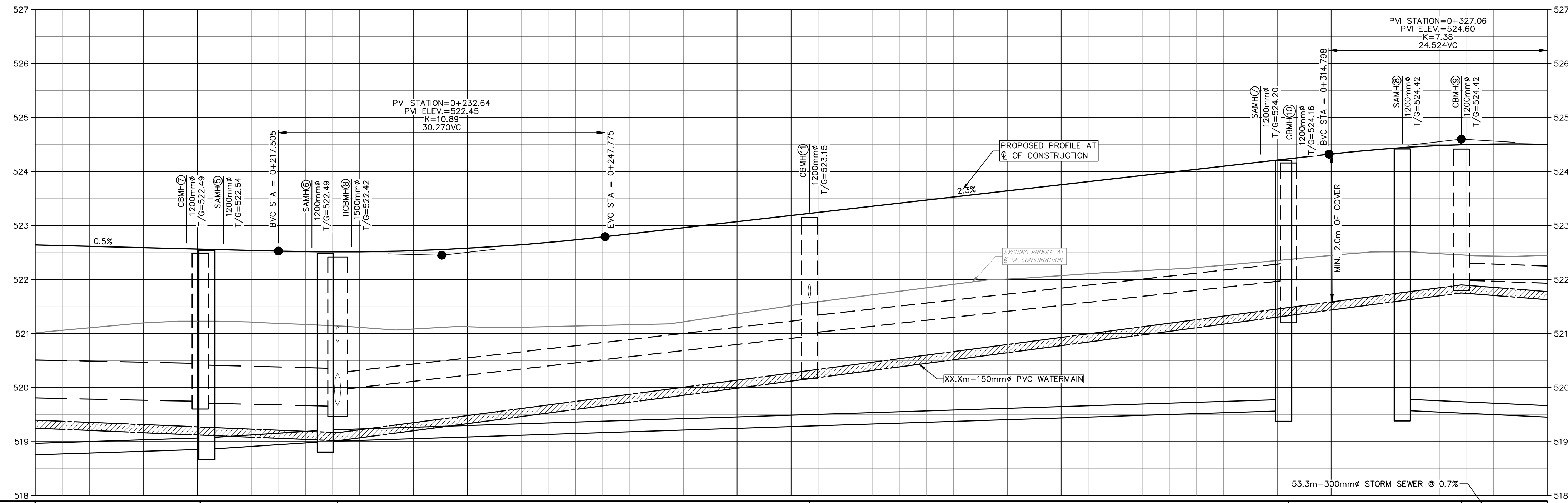
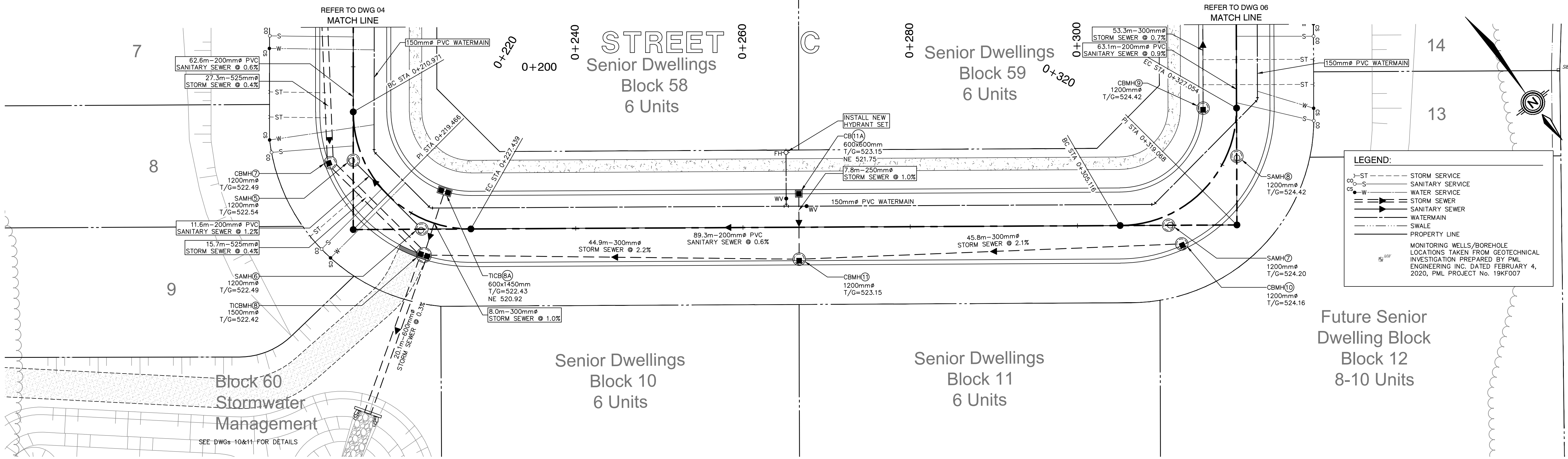
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(30'x24') (17'x11')
UNLESS OTHERWISE SHOWN
DRAWING NUMBER
02



SCHEDULE B

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

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

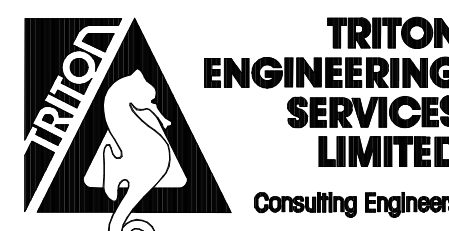
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No	DATE	REVISION	INITIAL
1	2021/06/01	ISSUED FOR XXXXX	X.X.X.


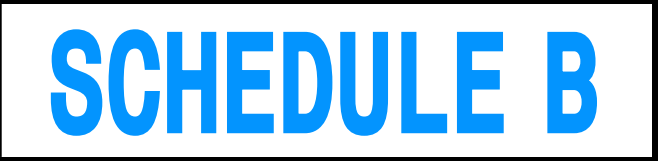
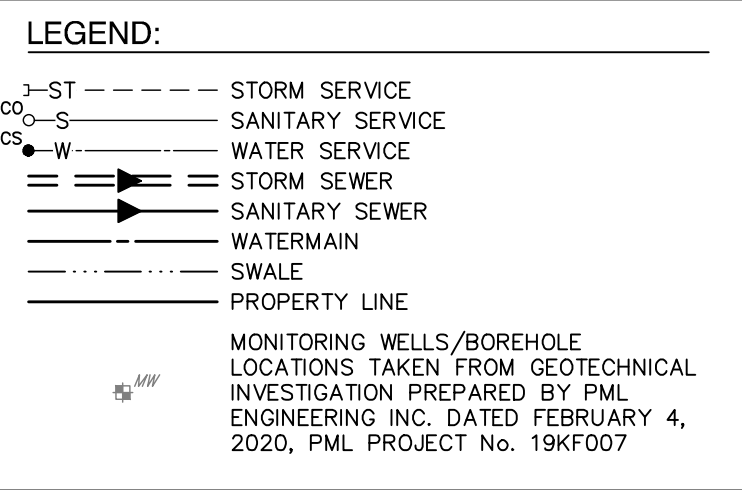
CONSTRUCTION OF
WHITE ROSE SUBDIVISION
PHASE 3
(DUNDALK, ON)
TOWNSHIP OF SOUTHGATE

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


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



SCALE:
H:1:250 H:1:500
V:1:50 V:1:100
(8'x24") (17'x117")
UNLESS OTHERWISE SHOWN
DRAWING NUMBER 05



TRITON
ENGINEERING
SERVICES
LIMITED
Consulting Engineers

DRAWING
NUMBER **06**

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ENGINEERING
SERVICES
LIMITED
Consulting Engineers

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

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

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

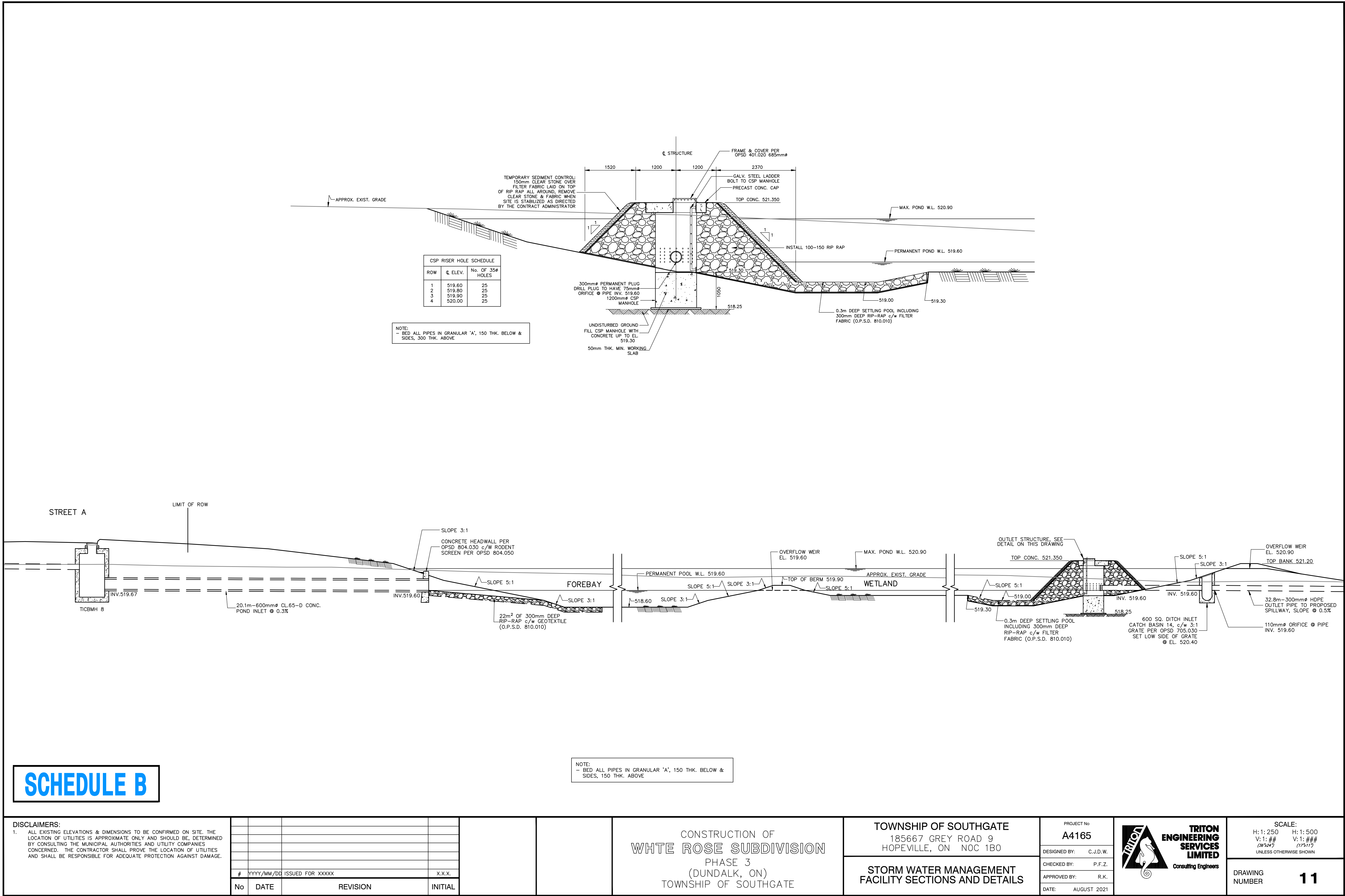
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#	YYYY/MM/DD	ISSUED FOR XXXXX	X.X.X.
No	DATE	REVISION	INITIAL



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



White Rose Estates - Phase III
Site Alteration Securities

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
SECTION 1 - SITE ALTERATION					
1.01	Supply, Excavate For and Install Mud Mat	1	Each	\$ 7,107.00	\$ 7,107.00
1.02	Supply and place Seed	38000	m ²	\$ 1.50	\$ 57,000.00
1.03	Supply, Install and Maintain Heavy Duty Silt Fence Barrier (OPSD-219.131)	870	m	\$ 15.30	\$ 13,311.00
1.04	Supply, Excavate for and Install Sediment Basin including Hickenbottom Drain				
	South-West Sediment Basin	100%	L.S	\$ 27,005.00	\$ 27,005.00
	South-East Sediment Basin	100%	L.S	\$ 20,545.00	\$ 20,545.00
1.05	Excavate for and Grade Temporary Interceptor Swale	510	m	\$ 19.60	\$ 9,996.00
1.06	Excavate for and Grade Outlet Spillway	80	m	\$ 105.50	\$ 8,440.00
1.07	Supply, Excavate For and Install 200 mm Diameter Storm Sewer	55	m	\$ 319.00	\$ 17,545.00
1.08	Supply, Excavate For and Install Temporary 450 mm Diameter CSP Culvert	12	m	\$ 533.50	\$ 6,402.00
1.09	Supply, Excavate For and Place Rip Rap Including Geotextile	45	m ²	\$ 99.80	\$ 4,491.00
SUB-TOTAL - SECTION 1 - SITE ALTERATION					\$ 171,842.00
5% Engineering Contingency					\$ 8,592.10
5% Maintenance Contingency					\$ 8,592.10
SUB-TOTAL					\$ 189,026.20
HST					\$ 24,573.41
Total (Including HST)					\$ 213,599.61



**TRITON
ENGINEERING
SERVICES
LIMITED**

Consulting Engineers

Memorandum

DATE: June 27, 2022

TO: Dave Milliner

FROM: Ray Kirtz

RE: Township of Southgate
White Rose Subdivision
Phase 3 – Site Alteration
Agreement

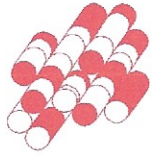
FILE: A4165A

As part of the Site Alteration permit process for this development the following supporting information was prepared/reviewed;

- Site Alteration Agreement
- Erosion Sediment Control Plan Drawing 01
- Security Estimate
- Southgate Fill Permit
- Fill Importation Work Plan
- GRCA Permit
- Truck route

Triton staff have reviewed this documentation and confirm it is satisfactory to support the proposed site alteration work proposed for the subject site.

If you have any questions, please contact us.



September 14, 2021

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

Attention: Mr. Victor De Palma

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

Dear Mr. De Palma:

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

1.0 INTRODUCTION AND BACKGROUND

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

2.0 SOIL MANAGEMENT

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

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

Terraprobe Inc.

Greater Toronto

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

Hamilton – Niagara

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

Central Ontario

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

Northern Ontario

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

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

2.1 Ontario Regulation 406/19

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

2.2 Soil Sampling and Chemical Analysis

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

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

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

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

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

BULK ANALYSIS (export of excess soil)

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

SPLP ANALYSIS

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

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

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

3.0 BUDGET

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

ENVIRONMENTAL QUALITY ANALYSIS OF EXCESS SOIL

Assessment of Past Use

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

Chemical Analysis of Imported Soil

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

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

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

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

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

4.0 CLOSURE FIRM EXPERIENCE

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

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

5.0 PROJECT TEAM

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

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

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

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

6.0 INSURANCE

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

7.0 CLOSURE

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

Terraprobe Inc.



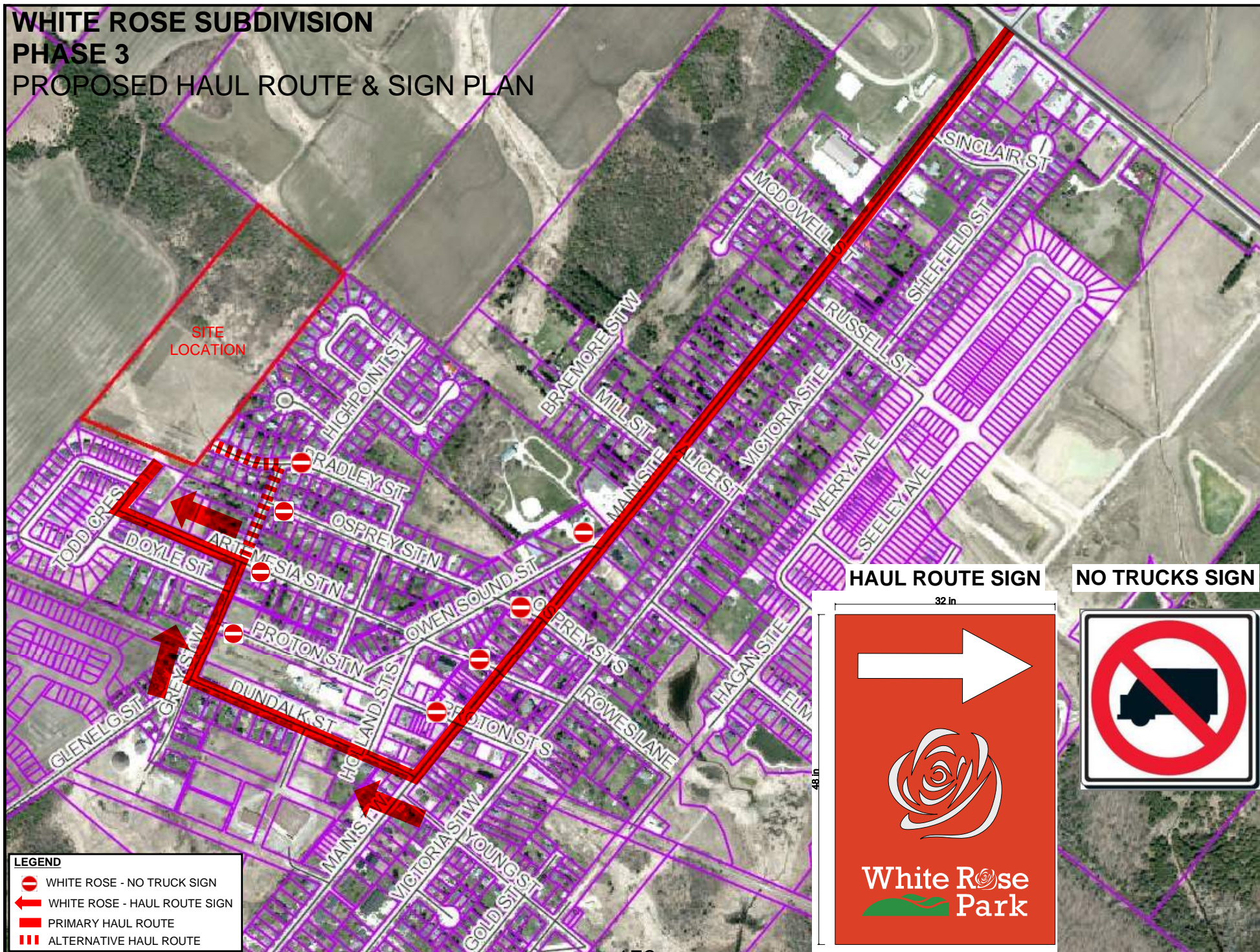
Prakash Patel, C.E.T.
Project Manager



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



WHITE ROSE SUBDIVISION PHASE 3 PROPOSED HAUL ROUTE & SIGN PLAN



Township of Southgate

Administration Office

185667 Grey Road 9, RR 1

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Web: www.southgate.ca

Staff Report CAO2022-035

Title of Report: Township of Southgate Residential Development Securities & Maintenance Policy D-14 Approval Report

Department: Administration

Council Date: July 6, 2022

Council Recommendation:

Be it resolved that Council receive staff report CAO2022-035 as information; and

That Council approve the Southgate Residential Development Securities & Maintenance Policy D-14 as presented; and

That Council consider approving the Southgate Residential Development Securities & Maintenance Policy D-14 by municipal By-law 2022-092 at the July 6th, 2022 Council meeting.

Background:

Southgate have been working on a securities and maintenance policy that will clearly define the security requirements and roadway maintenance responsibilities for maying all stages of a residential development project. A new policy is needed to define clearly for Developers their responsibilities during site alteration, pre-servicing and subdivision agreement phases of a residential development project. This policy also supports the municipal criteria for all the project milestones of a residential development and subdivision agreement must be met before the Township will take on the responsibility of assuming the maintenance and infrastructure assets.

The policy also provides the conditions where a developer may qualify and apply for the aggregating of and reductions of 20% in total securities to be posted based on the following criteria being:

- Multiple Southgate residential development projects;
- Requested by the developer in writing to the Township;
- The developer has 5 years of history with the Township of Southgate not having to draw on the developer's project securities;
- The developer's required posted securities are in excess of \$4,000,000.00; and
- The developer has in excess of \$10,000,000.00 in infrastructure installed with or without preliminary acceptance within their Southgate projects.

Staff presented staff report CAO2022-031 related to the Flato Dundalk Meadows Inc. Phase 7, 8 and 10 Subdivision Agreement for draft approval and discussion related to Flato Developments request for security reduction consideration based on their project history of infrastructure reliability and resolving issues without Township drawing on securities. For these reasons staff created this policy for Council to consider.

Motion as Amended: No. 2022-398

Moved By Councillor Dobreen; **Seconded By** Councillor Sherson;

Be it resolved that Council receive staff report CAO2022- 031 as information; and **That** Council approve the Flato Dundalk Meadows Inc. East Phase 7, 8 & 10 Subdivision Agreement as presented; and

That Council consider approval of the final Flato Dundalk Meadows Inc., Flato East Phase 7, 8 & 10 Subdivision Agreement by municipal By-law 2022-090 at the July 6, 2022 Council meeting; and

That Council direct staff to bring back a policy for consideration for subdivision agreements in relation to security requirements.

A recorded vote was requested.

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

Nay (1): Councillor Rice

Absent (1): Mayor Woodbury

Carried (5 to 1)

Staff Comments:

Staff recommend that Council approve the Southgate Residential Development Securities & Maintenance Policy D-14, to provide consistency and clarity to establish guidelines for developers and staff to follow. The Policy D-14 is included in this Council agenda as part of the municipal By-law for Council approval.

Financial Impact or Long Term Implications

There is no financial cost impact to the municipality as a result of this report as new taxation from 75 percent of the residential development project must be received by the Township of Southgate before we assume any maintenance costs.

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. That Council receive this staff report CAO2022-035 as information.
2. That Council approve the Southgate Residential Development Securities & Maintenance Policy D-14 as presented.
3. That Council consider approving the Southgate Residential Development Securities & Maintenance Policy D-14 by municipal By-law 2022-092 at the July 6th, 2022 Council meeting.

Respectfully Submitted,

Planning approval: Original Signed By

Clint Stredwick – Planner

planning@southgate.ca

519-923-2110 x235

PW approval: Original Signed By

Jim Ellis – Public Works Mgr.

jellis@southgate.ca 519-923-2110 x250

CAO approval: Original Signed By

Dave Milliner – CAO

dmilliner@southgate.ca 519-923-2110 x210

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

BY-LAW NUMBER 2022-092

being a by-law to adopt a “Residential Development
Subdivision Security Maintenance Policy”

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

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

Whereas the Council of The Township of Southgate has deemed it desirable to adopt a Residential Development Subdivision Security Maintenance policy for the Township of Southgate,

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

1. **That** the “Residential Development Subdivision Security Maintenance Policy”, attached hereto as Schedule A is hereby adopted; and
2. **That** this by-law shall come into force and effect on the date of its passing.

Read a first, second and third time and finally passed this 6th day of July, 2022.

John Woodbury – Mayor

Lindsey Green – Clerk

Southgate Development Policy D-14

Township of Southgate Residential Development Securities & Maintenance Policy D-14

Residential Development Projects Security Requirement Chart:

Project Type	Flat Fee Security	Internal Securities Requirement	External Securities Requirement	Minimum Security Level
Site Alteration Agreement	\$3,000 for Single Resident Lot	Engineering Estimate Report		
Pre-servicing Agreement		10%	100%	
Subdivision Agreement No Pre-servicing Work		100%	100%	
Subdivision Agreement with Preliminary Acceptance Completed Work> Uncompleted Work>		10% 115%	10% 115%	
Final Acceptance reflects the end of the warranty period for all site works		0%		

Note: HST Security may be calculated at 2% of total security requirements for municipal LC requirements.

Southgate Development Policy D-14

Security Aggregating and Reductions based on Multiple Developments and Project History

The Township of Southgate will consider requests from developers in writing for security reductions of up to 20% (twenty percent) of the project security requirement from a developer that has multiple developments in the municipality. The development conditions that must be met to qualify for a Southgate Council approved security reduction are the following:

- The Township has never had to draw on the developer's posted securities in the last five (5) years to remedy complaints or concerns not addressed by the developer or their subcontractors. If the Township undertakes the investigation of resident servicing complaints, deploys resources and/or completes infrastructure repairs the Public Works department in their opinion feels was necessary that the developer, developer's engineer, servicing contractor and/or residential builder would not address to the satisfaction of the municipality acting reasonably, the developer would not qualify for this security reduction; and
- That the developer shall have a requirement for in excess of \$4,000,000.00 (five million dollars) in posted securities in the form of a letter of credit or financial bonding; and
- That the developer shall have in excess of \$10,000,000.00 (ten million dollars) in completed work being roadway and servicing infrastructure assets installed that has received or not received "Preliminary Acceptance".

Residential Development Projects - Maintenance Responsibility

Subdivision maintenance Developer responsibility during project construction and warranty period until both occupancy conditions have been met, lot grading approvals and the "Final Acceptance" warranty period has expired are:

1. Summer Road Maintenance - Street sweeping & surface maintenance
2. Winter Road Maintenance - Snowplowing & sanding/salting operations
3. General Maintenance – All roadway and street signage
4. General Road Maintenance - Manhole safety & stormwater catch basins
5. Stormwater Pond maintenance
6. Streetlight infrastructure maintenance
7. Streetlight electrical bill payment (*see conditions for earlier acceptance in the approved subdivision agreement*)
8. Parkland, equipment and fencing

The following conditions must also be met for the Township to assume the subdivision maintenance listed above being:

1. 75% Residential Unit Building Permit Occupancy approved; and
2. Approved Lot Grading Certificates provided by the Developer for the residential properties.

Township of Southgate

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Dundalk, ON N0C 1B0

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Staff Report CAO2022-037

Title of Report: Southgate LAS Electricity Program and 2023 Hedge Report

Department: Administration

Council Date: July 6, 2022

Council Recommendation:

Be it resolved that Council receive staff report CAO2022-037 as information; and

That Council approve the Township of Southgate continue with a AMO LAS Electricity Procurement Program purchase of electricity for 2023 Hedge Level of 65% (65 percent) for 2023.

Background:

Southgate enrolled in the LAS Electricity Program in 2015 to realize the power of bulk purchasing savings we could realize with the AMO LAS program for the energy we use as a municipality, that includes all administrative costs.

At the present time the Southgate LAS electricity hedge is purchasing at a rate of 65% and the spot market at 35% for our electricity procurement program. In 2021 the Township saved \$7,469 or 8% (\$22,689 or 5% over the last 5 years) of our total electricity costs compared to purchasing electricity at 100% from the spot market. The Attachment #1 document is an email from LAS requesting we select the hedge percentage for the Township of Southgate for 2023.

The Attachment #2 document attached provides a report on the Southgate LAS Electricity Procurement Program results in 2021 calendar year and over the last 5 years. The purpose of this document is to report our Township's realized with our hedged and streetlight accounts.

Staff Comments:

Staff recommend that we continue to purchase at the Hedge rate of 65% (sixty-five percent). The Township with Council's approval could increase our hedge rate as high as 75% of our electricity procurement. The benefit of this program is the buying power we realize from partnering with the electricity volume of over 135 other municipalities to secure pricing security and stability for this utility service in 2023.

The third page of the Attachment #1 document is the form staff will complete to inform LAS of the hedge percentage that Southgate has selected to buy electricity in the 2023 program.

Financial Impact or Long Term Implications

There is no financial cost impact to the municipality as a result of this report other than the opportunity for electricity cost savings on an annual basis.

Communications & Community Action Plan Impact:

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

Concluding Comments:

1. That Council receive this staff report CAO2022-037 as information.
2. That Council approve the Township of Southgate continue with a AMO LAS Electricity Procurement Program purchase of electricity for 2023 Hedge Level of 65% (65 percent) for 2023.

Respectfully Submitted,

CAO approval: Original Signed By

Dave Milliner – CAO

dmilliner@southgate.ca

519-923-2110 x210

- Attachment #1 – LAS Electricity Program email dated June 22, 2022
- Attachment #2 – Southgate 2021 LAS Electricity Commodity Cost Review Report

From: [Sujitha Cyril](#)
To: [Sujitha Cyril](#)
Subject: LAS Electricity Program - 2023 Hedge Level & Options
Date: June 22, 2022 3:52:21 PM
Attachments: [2023 - Point of Contact and Desired Hedging Level Form 65%.pdf](#)

Dear LAS Electricity Program member,

Since the inception of the DCB Program in August 2010, the LAS Electricity Program has successfully provided members with predictable pricing and ability to budget for facility and streetlight accounts enrolled in both the hedge and spot market portions of the program.

Although LAS did not secure a hedge for the 2022 program year as pricing levels were higher due to market volatility, all participants were placed on 100% spot billing as a measure in providing pricing support.

LAS continues to seek opportunities for the upcoming year to once again offer Ontario municipalities an alternative to their default hydro rates. We continue to monitor the market to determine an appropriate time to secure a hedge for the upcoming program year (2023).

It is once again time for your municipality to select its hedge level that will take effect on January 1, 2023.

Hedge Level Options

As in past years, the LAS Electricity Program allows municipalities to choose between two distinct approaches to electricity procurement – a hedge purchase alongside 135+ other Ontario municipalities, or 100% Spot Market Billing. In both scenarios the Global Adjustment (GA) charge will be applied to your monthly usage, with LAS playing no role in determining the GA's month rate.

1. **Hedge Purchase:** A hedge purchase allows municipalities to purchase **up to 75%** of their annual electricity consumption at a fixed price, with the balance falling at the prevailing average monthly spot market rate. Going to market with the combined volumes of 135+ municipalities allows LAS to secure the best price possible for the program at the time of purchase and adds an element of stability to your commodity cost.
2. **100% Spot Market Billing: Under this option** LAS does not make any hedge purchases for the municipality. Instead, municipal accounts ride the ebbs and flows of the electricity market, meaning your commodity cost will fluctuate from one month to the next based on changes in external market factors (i.e. supply, demand, weather, etc.). Generally, this approach provides the biggest opportunity for cost savings over a 12-month period. However, it is also quite volatile and there can be large swings in prices from one month to the next, meaning this approach may not be for every municipality.

Please note the difference in LAS fees when considering each option, as this can greatly impact perceived savings under the program.

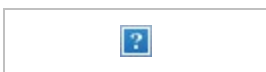
Your Hedge Level for 2023

Should you require more information, assistance, or have any questions about the selection of your 2023 hedge level, LAS would be pleased to speak with you about your options. If you've already determined which option to go with, you can complete the attached Hedging Level form and email it to Sujitha Cyril at scyril@amo.on.ca. **If we do not hear from you by Friday, July 29, 2022**, we will assume that you wish to continue on with your current hedge level for the 2023 purchase process.

Thank you for your continued support of the LAS Electricity Program, and please contact me if you have any questions.

Thank you,

Sujitha Cyril
Energy Billing & Settlement Clerk– LAS



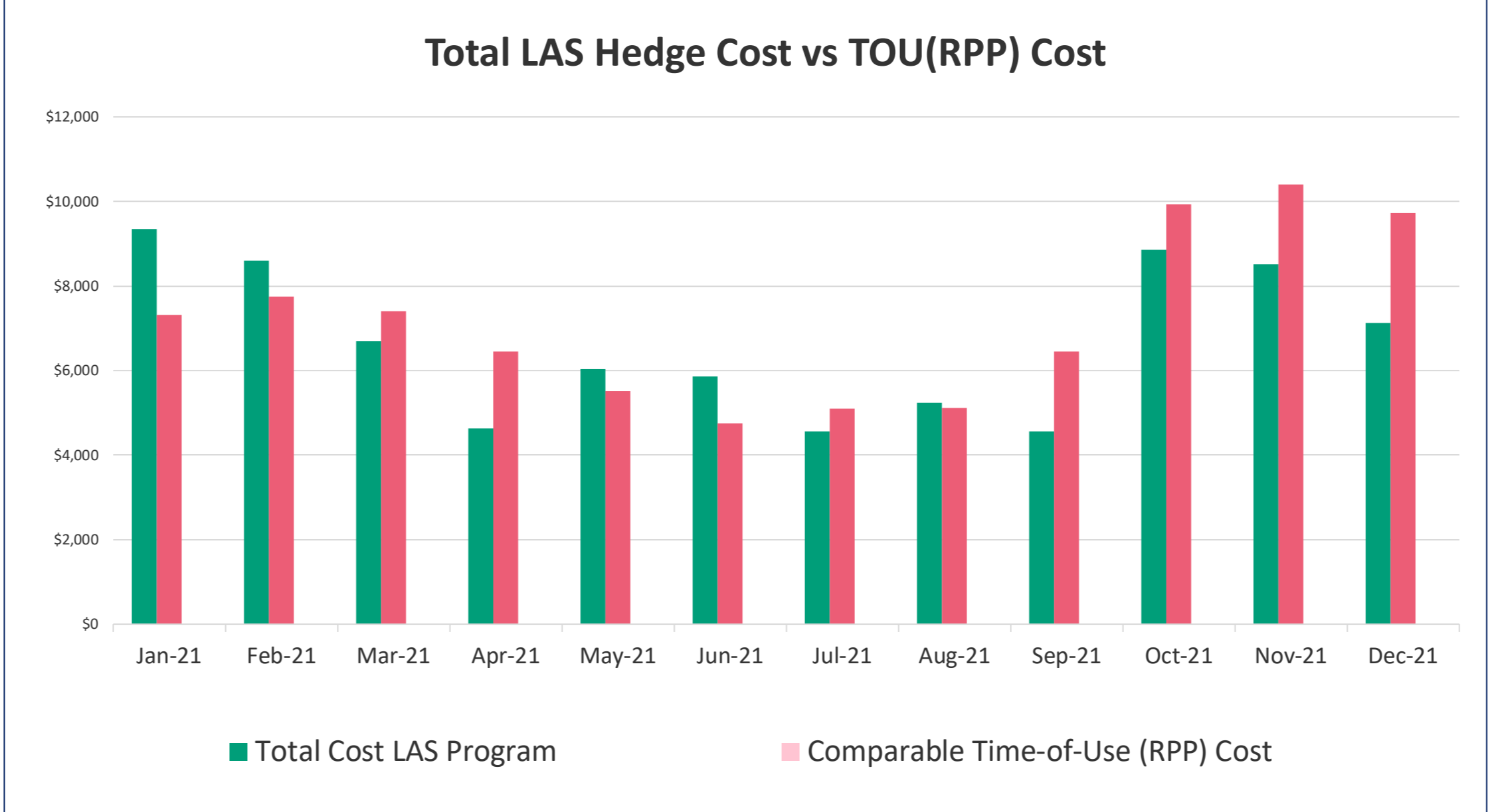
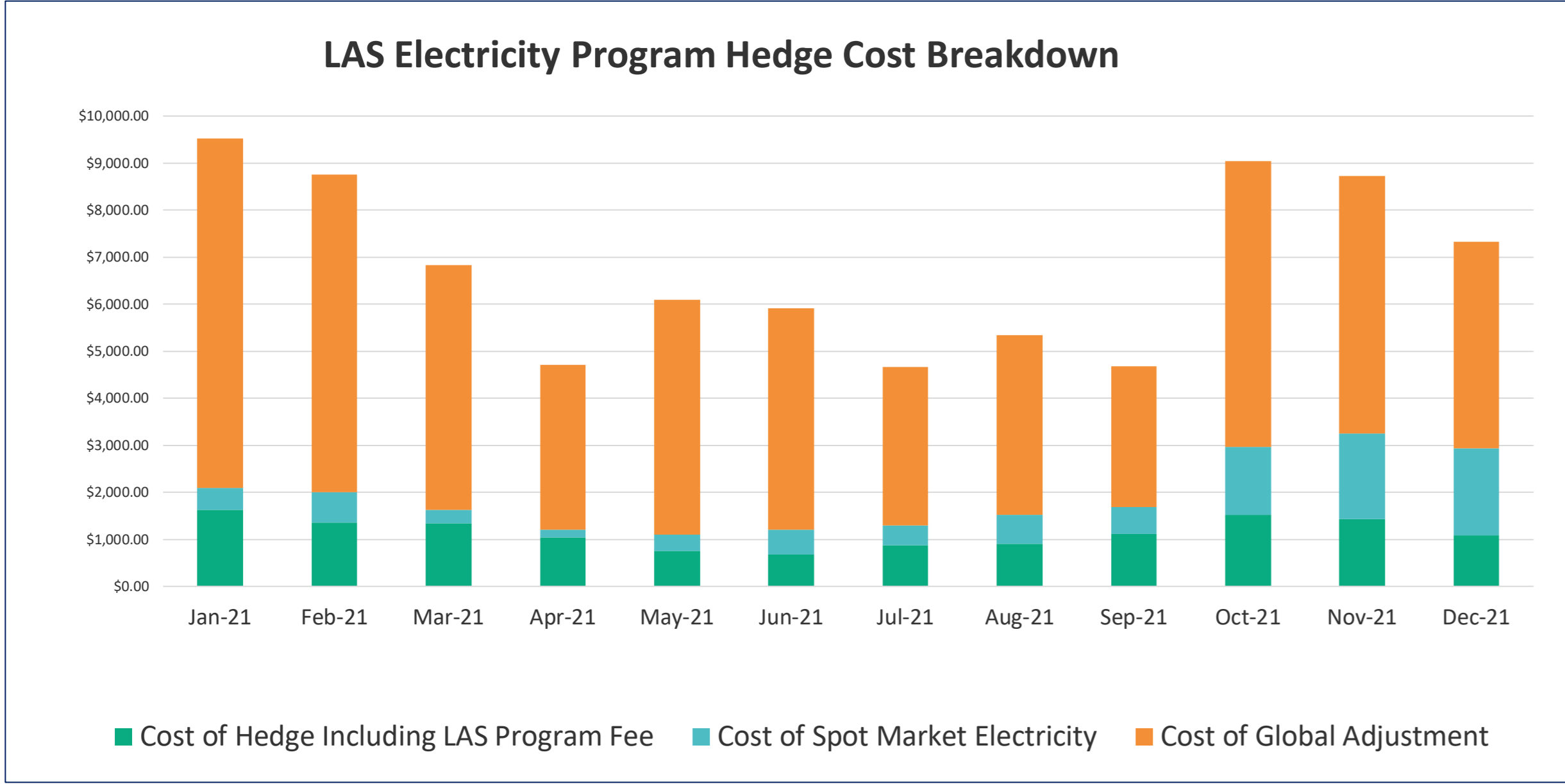
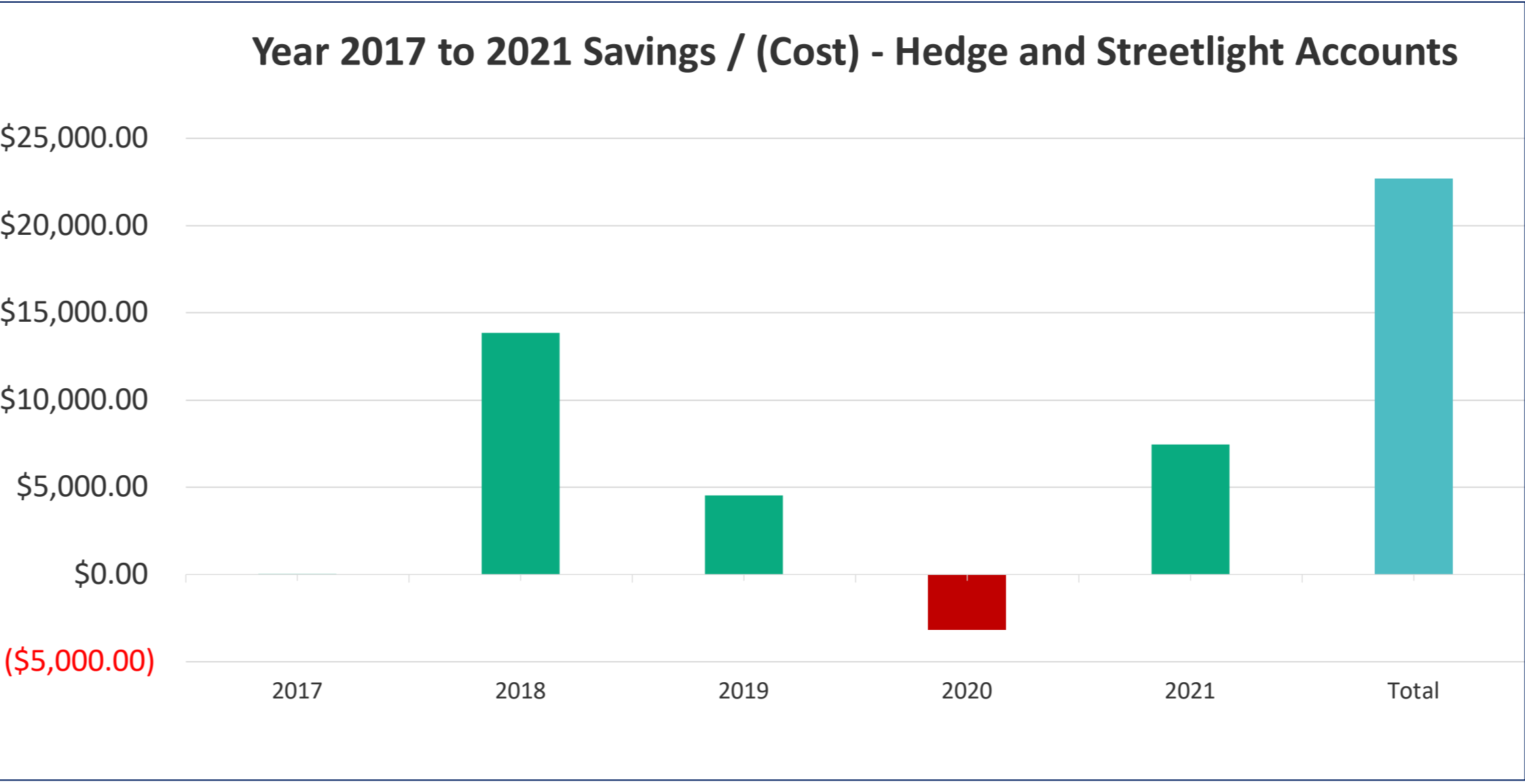
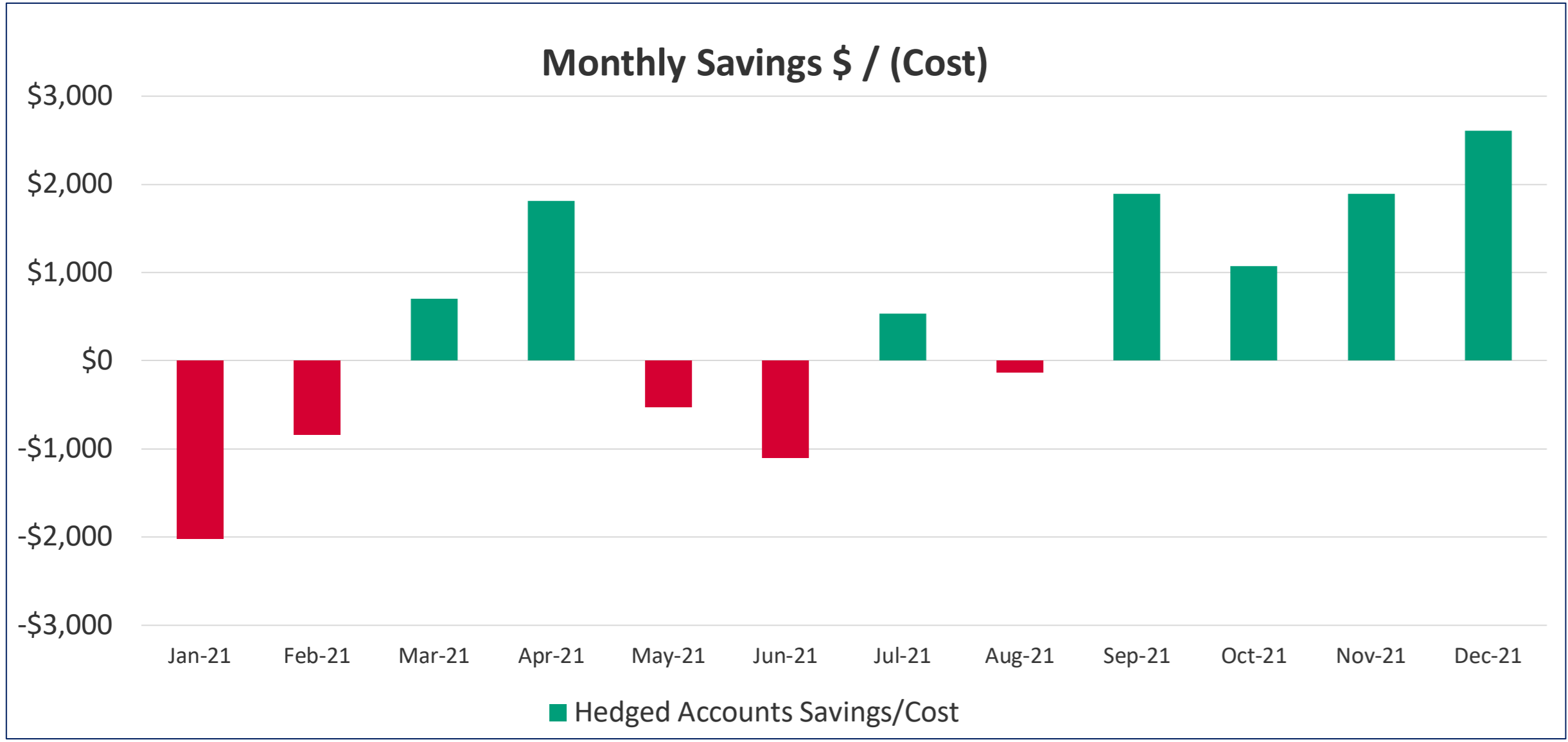
200 University Avenue – Suite 801
Toronto, ON, M5H 3C6
T: 416-971-9856 x 364
scyril@amo.on.ca

LAS Electricity Commodity Cost Review - Calendar Year 2021
Southgate

Hedged Accounts	
Hedge	
64%	\$13,703
Spot Market	
36%	\$9,212
Global Adjustment	\$58,668
Loss Amount	-\$1,774
LAS Total	\$80,023
RPP / TOU Total	\$85,910
Annual Program Savings / (Cost)	\$5,887

Streetlight Accounts	
Spot Market	
100%	\$2,588
Global Adjustment	\$7,627
Loss Amount	-\$232
LAS Total	\$9,982
RPP Total	\$11,564
Annual Program Savings / (Cost)	\$1,582

2021		5 Year
Total Savings %	8%	5%
Total Savings/Cost \$	\$7,469	\$22,689





Hedged Accounts	Southgate	LAS Electricity Commodity Cost Review Calendar Year 2021		Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	
		Total Adjusted Usage (kWh) * See Note 1		93,001	74,218	70,837	61,590	54,825	47,288	50,848	50,869	63,908	97,986	102,933	96,191	
		Unadjusted / Metered Usage (kWh)		86,145	68,534	65,418	56,962	50,667	43,637	46,920	46,968	59,320	91,327	95,706	89,388	
		Enrolled Accounts		17	17	17	17	17	17	17	17	17	17	17	17	
		Hedge 64%	Hedge Price Including Program Fees (\$/kWh)	\$0.0246	\$0.0246	\$0.0246	\$0.0246	\$0.0246	\$0.0246	\$0.0246	\$0.0246	\$0.0246	\$0.0246	\$0.0246	\$0.0246	\$0.0246
			LAS Program Hedge (kWh)	66,025	55,057	54,409	41,995	30,282	27,323	35,228	36,700	44,996	61,843	58,000	44,263	
		\$13,703	Cost of Hedge Including LAS Program Fee	\$1,626.86	\$1,356.59	\$1,340.63	\$1,034.76	\$746.16	\$673.24	\$868.01	\$904.29	\$1,108.69	\$1,523.82	\$1,429.11	\$1,090.65	
		Spot Market 36%	Weighted Avg. Spot Market Price (\$/kWh)	\$0.0174	\$0.0338	\$0.0176	\$0.0089	\$0.0146	\$0.0269	\$0.0276	\$0.0434	\$0.0307	\$0.0400	\$0.0404	\$0.0356	
		\$9,212	LAS Program Spot (kWh)	26,976	19,161	16,428	19,595	24,543	19,965	15,620	14,169	18,913	36,142	44,934	51,927	
		Cost of Spot Market Electricity	\$469.38	\$647.65	\$289.14	\$174.40	\$358.33	\$537.06	\$431.11	\$614.92	\$580.62	\$1,445.69	\$1,815.32	\$1,848.62		
	Global Adjustment	Global Adjustment Market Charge (\$/kWh)	\$0.0862	\$0.0985	\$0.0794	\$0.0614	\$0.0985	\$0.1079	\$0.0716	\$0.0814	\$0.0504	\$0.0664	\$0.0573	\$0.0490		
		Unadjusted / Metered Usage (kWh)	86,145	68,534	65,418	56,962	50,667	43,637	46,920	46,968	59,320	91,327	95,706	89,388		
	\$58,668	Cost of Global Adjustment	\$7,425.70	\$6,750.63	\$5,194.21	\$3,497.48	\$4,990.71	\$4,708.48	\$3,359.46	\$3,823.21	\$2,989.75	\$6,064.10	\$5,483.93	\$4,380.03		
	Loss Amount															
	-\$1,774	Loss Amount (\$) - Line Loss Adjustment	-\$193.83	-\$181.26	-\$145.33	-\$93.37	-\$74.47	-\$84.27	-\$110.75	-\$117.53	-\$133.98	-\$189.84	-\$230.11	-\$218.86		
	LAS Total															
	\$80,023	Total Cost LAS Program	\$9,346	\$8,591	\$6,697	\$4,631	\$6,039	\$5,852	\$4,566	\$5,243	\$4,563	\$8,862	\$8,516	\$7,118		
		Avg LAS Price per kWh (incl. GA)	\$0.1005	\$0.1158	\$0.0945	\$0.0752	\$0.1101	\$0.1238	\$0.0898	\$0.1031	\$0.0714	\$0.0904	\$0.0827	\$0.0740		
	RPP , Time-of-Use	TOU Rate	\$0.09	\$0.11	\$0.11	\$0.11	\$0.11	\$0.11	\$0.11	\$0.11	\$0.11	\$0.11	\$0.11	\$0.11		
		Unadjusted / Metered Usage (kWh)	86,145	68,534	65,418	56,962	50,667	43,637	46,920	46,968	59,320	91,327	95,706	89,388		
	RPP / TOU Total															
	\$85,910	Comparable Time-of-Use (RPP) Cost * See Note 2	\$7,322	\$7,753	\$7,400	\$6,444	\$5,511	\$4,747	\$5,104	\$5,109	\$6,453	\$9,934	\$10,410	\$9,723		
Hedged Accounts																
Annual Program Savings / (Cost)		\$5,887	Monthly Savings / (Cost)	-\$2,024	-\$839	\$704	\$1,813	-\$527	-\$1,106	\$538	-\$134	\$1,890	\$1,072	\$1,894	\$2,605	

Notes

- 1) We have assumed that all accounts are RPP/TOU eligible (i.e. under 250,000kWh/year consumption)
- 2) Time-of-use (TOU) rates used for each month are based on the rates for that month with the following split: 55% off-peak, 22.5% mid-peak., and 22.5% on-peak.
- 3) This price represents the average HOEP for the hours of operation of a typical streetlight account using an approved streetlight profile.
- 4) RPP rates for the period reviewed are: for January 2021 to February 22,2021 8.5/8.5 cents/kWh, for February 23,2021 to April 30,2021 10.1/11.8 cents/kWh and for May 1,2021 to December 31,2021 9.8/11.5 cents/kWh

Township of Southgate

Administration Office

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Staff Report CAO2022-036

Title of Report: Flato Dundalk Meadows Inc. East Phase 7, 8 & 10
Subdivision Agreement Final Approval Report

Department: Administration

Council Date: July 6, 2022

Council Recommendation:

Be it resolved that Council receive staff report CAO2022-036 as information; and

That Council approve the Flato Dundalk Meadows Inc. East Phase 7, 8 & 10 Subdivision Agreement as presented; and

That Council approve the project securities requirement for the Flato Development Inc. residential projects in Dundalk and calculated based on 80% of the total securities required as per Southgate Development Policy D-14, being justified by their development history not requiring security draw by the Township, plus based on the number of development projects they have in progress, the amount invested in their project servicing works that is already installed and/or in the warranty/final acceptance approval process; and

That Council consider approval of the final Flato Dundalk Meadows Inc., Flato East Phase 7, 8 & 10 Subdivision Agreement by municipal By-law 2022-090 at the July 6, 2022 Council meeting.

Background:

A Subdivision Agreement is required by the Township of Southgate for all residential development projects where the lands being developed have no roads and requires the normal municipal services (lighting, sidewalks, stormwater, wastewater and water) and public servicing (cable TV, electricity, internet, natural gas, telephone, etc.) infrastructure. Similar to a site plan used to manage industrial and commercial projects, a Subdivision Agreement (SDA) is a robust version of a site plan agreement. A SDA is a broader document that deals with the following subjects (Articles) and issues to manage the project and the municipal risk associated with these types of developments. The following are the titles of the Articles in the SDA document:

- Interpretation (Definitions)
- Subject Lands and Preconditions for Servicing and Registration
- Special Provisions
- Conveyances and Payments to be Made
- Construction of Services
- Phasing Plan

- Drainage
- Acceptance and Ownership of Services
- Deadline for Completion of Services
- Financial Assurances
- Indemnification and Liability Insurance
- Developer's Additional Obligations during Servicing
- Driveway Locations, Mailboxes, and Roads
- Building Deposit Requirements
- Building Permit Requirements
- Occupancy Requirements
- Building Construction
- Covenants to be Registered on Title
- Lapsing of Agreement
- Stop Work Orders
- Breaches of Agreement
- Arbitration
- General Provisions

The following are Schedules and Forms included in the Subdivision document:

- Legal Description
- Conditions of Draft Plan Approval
- Variations and Exceptions from Standards Provisions of Agreement
- Lands to be Conveyed to the Township
- Easement to be Conveyed to the Township
- Form of Agreement for Easements
- Payments to be made to the Township
- Municipal Services to be provided by the Developer
- Covenants and Restrictions in every Contracts for the sale of lands & registration on titles
- List of Approved Plans
- Final Lot Grading and Drainage Certificate Form
- Letter of Credit requirements form

Southgate's lawyer Stephen Christie from Stutz Brown & Self provided the legal review and Township Engineer Ray Kirtz from Triton completed the Engineering review work to develop the Flato Agreement as a template for the Township to use for all future residential developments.

At the June 15, 2022 Council meeting staff report CAO2022-031 titled "Flato Dundalk Meadows Inc. Phase 7, 8 and 10 Subdivision Agreement Approval Report" was presented and the following amended motion was approved by Council. Deputy Mayor Milne as Chair of the meeting requested a recorded vote on the motion based on the discussions.

Moved By Councillor Dobreen; **Seconded By** Councillor Sherson;

Be it resolved that Council receive staff report CAO2022-031 as information; and

That Council approve the Flato Dundalk Meadows Inc. East Phase 7, 8 & 10 Subdivision Agreement as presented; and

That Council consider approval of the final Flato Dundalk Meadows Inc., Flato East Phase 7, 8 & 10 Subdivision Agreement by municipal By-law 2022-090 at the July 6, 2022 Council meeting; and

That Council direct staff to bring back a policy for consideration for subdivision agreements in relation to security requirements.

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

Nay (1): Councillor Rice

Absent (1): Mayor Woodbury

No. 2022-398 Carried (5 to 1)

Staff Comments:

The changes made to the Flato Meadows Inc. (Flato East) Phase 7, 8 & 10 SDA are the following:

- On the first page another signatory company was added to the agreement to reflect that some lands from the Flato North project has been included in the Phase 7, 8 & 10 project;
- Section 2.4 (ix) added a reference to refer to the term "Treatment System" because of the sewage pumping station being installed;
- Section 3.2 added a section on discussing the "Dedication of Reserves as Public Highways";
- Section 4.2 deleted the word "telephone" and changed to use the term "communications" to reflect all type of suppliers in this space;
- Section 5.3 added reference to better describe and define what form electronic copies of drawings must be provided in;
- Section 5.4 (iii) & (iv) added a to the "Township Engineer";
- Section 5.5 (i) added term that "Requires the developer to test";
- Section 5.15 (i) added the word "Forcemain" because of the sewage pumping station requirement for this project;
- Section 5.15 (iii) (g) added the words "Sanitary Sewage Pumping Station has been commissioned and fully operational to set a condition of work to be completed before any residential occupancy permits are granted";
- Section 5.17 added information to report on the Sewage Pumping Station operations and conditions where the Township accepts the operation of the system;

- Section 11.3 (i) added the word “products” as part of this section on Liability Insurance.
- Section 12.9 added words to this section to allow the exporting of fill from the site for any excess material;
- Section 12.9 (vi) added reference to O. Reg. 406/19 for On-site & Excess Soil Management;
- Section 16.1 added a subsection (iii) to reflect Sewage Pumping Station as an operation related to the Ontario Building Code and occupancy requirements;
- Schedule A1 added a
- Schedule B added the Draft Plan Conditions for the project;
- Schedule D added 0.3 meter reserves;
- Schedule E made corrections to reflect changes made by the Engineers and Planners;
- Schedule G corrected the spelling of “Forcemain”; and
- Schedule K added the MPlan document.

Staff recommend approval of the Flato East Phase 7, 8 & 10 Subdivision Agreement by By-law and that Council approve the securities proposed at 80% based on the D-14 Development Policy.

The next steps in this process will be to approve by municipal by-law and execute the SDA for Flato East Phase 7, 8 & 10 residential development project.

Financial Impact or Long Term Implications

There is no financial impact to the municipality as a result of this report as all legal and engineering costs to review and finalize the Flato East Phase 7, 8 & 10 for this specific agreement and their development will be charged to the developer.

Flato Developments at the present time has posted \$3,969,842.70 to secure all of their projects except to cover Flato East Phases 7, 8 & 10, as calculated in the attached current Flato Dundalk Meadows Securities Summary document (Attachment #1). The new posted securities requirement with the addition of Flato East Phase 7, 8 & 10 will now increase to \$5,508,2125.11 required by the Township of Southgate for all of Flato Developments projects.

Flato Developments Inc. now have 7 different projects in various stages of development or in the 2 year warranty phase. Those developments being Flato West Phase 1, Flato West Block 75 Seniors Apartments, Flato North Phases 2A & 3, Flato North Phases 4, 5 & 6, Flato East Phase 2B, Flato East Phases 7, 8 & 10, Flato East Phase 11 and Flato Glenelg Carriage House Phase 1. Flato has requested in their attached email from Crozier Consulting Engineers (Attachment #3), that with the large sum of the securities they have provided as Letters of Credit (LC) securities as assurance for all of their projects in Dundalk. As a result they have

requested (see Attachment #2) that the Township consider their total security requirements be calculated at 80% of the sum of all their individual projects. The other factor is with so many active projects at varying stages of development, much of their Southgate approved work has been completed waiting for engineering inspection of the project infrastructure and is in the preliminary stage of acceptance approval or in the final acceptance warranty period. At the present time Flato has \$17,979,483.89 worth of infrastructure installed awaiting inspection, acceptance approval and/or in the warranty stage of the Township receiving these infrastructure assets.

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 comfortable life, even as our population grows and changes.

Concluding Comments:

1. That Council receive this staff report as information.
2. Triton has reviewed the all the supporting documents related to easement, block conveyances, plans, studies and reports on securities as confirmed in the Attachment #3 document.
3. That Council consider approval of the Flato East Phase 7, 8 & 10 Subdivision Agreement for residential developments by Township municipal By-law 2022-090 at the July 6, 2022 meeting.
4. Council has already approved the allocation of 177 residential units (RU) of water and wastewater reserve service capacity for 132 single family and 56 townhomes (total of 188 homes) in the Flato East Phase 7, 8 & 10 project at the December 16th, 2020 Council meeting and approved by Municipal By-law 2020-120 for the Flato East Phase 7, 8 & 10 Final Capacity Allocation Agreement.
5. The final step is the approval of the Planners recommendation to lift the Holding condition on the Flato East Phase 7, 8 & 10 project so it is then ready for registration after the securities required have been posted.

Respectfully Submitted,

CAO approval: Original Signed By

Dave Milliner – CAO
dmilliner@southgate.ca
519-923-2110 x223

PW approval: Original Signed By

Jim Ellis – Public Works Mgr.
jellis@southgate.ca
519-923-2110 x224

Planning approval: Original Signed By

Clint Stredwick – Municipal Planner
planning@southgate.ca
519-923-2110 x228

Attachments:

- Attachment 1 – Current Flato Developments Securities Summary Report in the Township of Southgate
- Attachment 2 – Flato-Crozier email requesting security reduction dated March 24, 2022
- Attachment 3 – Triton Memorandum on Flato Phase 7, 8 & 10 Review



Project: Flato West/East/North/Glenelg
Project No.: 1060-4057/4066/4150/4892/4410/4171/5177
Date: 2022.06.10
By: JL'A/BR

Flato Dundalk Meadows Securities Summary

	Stage of Work/ Acceptance	115% of Remaining Works (100% for Block 75 Site Plan, and SPS)	10% of Completed Works	Subtotal	HST (13%-11%)	Total	80% of Total	Securities in Place (June 2021)	Proposed Securities change	Works Completed not yet Preliminary Accepted	Total Securities June 2022
Flato West Securities	Maintenance		\$ 50,000.00	\$ 50,000.00		\$ 50,000.00	\$ 50,000.00	\$ 50,000.00			\$ 50,000.00
Flato East Securities	Stage 3 and 4		\$ 50,000.00	\$ 50,000.00		\$ 50,000.00	\$ 50,000.00	\$ 720,531.74	\$ (670,531.74)		\$ 50,000.00
Flato North Securities	Stage 1 and 2	\$ 229,236.64	\$ 278,284.52	\$ 507,521.16	\$ 10,150.42	\$ 517,671.58	\$ 414,137.27	\$ 675,000.00		\$ 5,075,211.60	\$ 675,000.00
Flato North Externals		\$ 5,000.00		\$ 5,000.00	incl.	\$ 5,000.00	\$ 4,000.00				
Flato 4 5 and 6 Securities	Stage 1 and 2	\$ 252,657.30	\$ 283,023.23	\$ 535,680.53	\$ 10,713.61	\$ 546,394.14	\$ 437,115.31	\$ 1,010,000.00	\$ (291,098.85)	\$ 2,830,232.25	\$ 718,901.15
Flato Block 75 Securities	Site Plan	\$ 88,450.00	\$ 37,088.00	\$ 125,538.00	\$ 2,510.76	\$ 128,048.76	\$ 102,439.01			\$ 370,880.00	
Flato Block 75 Externals		\$ 38,141.19	\$ 34,053.93	\$ 72,195.12	\$ 1,443.90	\$ 73,639.02	\$ 58,911.22			\$ 340,539.30	
Glenelg Internal	Stage 1 and 2	\$ 1,138,838.45	\$ 386,664.23	\$ 1,525,502.68	\$ 30,510.05	\$ 1,556,012.73	\$ 1,244,810.19	\$ 1,000,000.00	\$ 1,500,000.00	\$ 3,866,642.30	\$ 2,500,000.00
Glenelg External		\$ 39,698.00	\$ 171,901.19	\$ 211,599.19	\$ 4,231.98	\$ 215,831.17	\$ 172,664.94			\$ 1,719,011.90	
Flato 7,8 & 10 Securities	Site Servicing	\$ 1,323,311.10	\$ 422,961.18	\$ 1,746,272.28	\$ 34,925.45	\$ 1,781,197.73	\$ 1,424,958.18	\$ 514,310.96	\$ 1,000,000.00	\$ 3,510,615.14	\$ 1,514,310.96
Edgewood SPS		\$ 1,898,500.00	\$ -	\$ 1,898,500.00	\$ 37,970.00	\$ 1,936,470.00	\$ 1,549,176.00			\$ -	\$ -
Total			\$ 1,713,976.28	\$ 6,727,808.96		\$ 6,860,265.14	\$ 5,508,212.11	\$ 3,969,842.70	\$ 1,538,369.41	\$ 17,713,132.49	\$ 5,508,212.11

From: [Brittany Robertson](#)
To: [Dave Milliner](#)
Cc: [Shakir Rehmatullah](#); [Dustin Lyttle](#); [Justin L'Abbe](#)
Subject: Securities Summary for Subdivision Agreement
Date: March 24, 2022 12:43:03 PM
Attachments: [ATT00002.png](#)
[ATT00003.png](#)
[ATT00004.png](#)
[ATT00005.png](#)
[2022.03.24 - Security Summary- Reduction Request.pdf](#)

Hi Dave,

Please see attached Securities summary for all Flato Dundalk Projects to date, as well as proposed increases for GlenElg Phase 1 and Edgewood Greens Phase 7 8 10 securities. We are also requesting a reduction in Securities for Flato East Phase 2B per stage 3 and 4 acceptance from Triton in February.

With all of the above we have included a total securities value and request that the Township accept 80% of this total to be held by the Township, with the understanding that should any issues arise the Township has the ability to draw on this total security value for any file included. With all of the projects in place currently, and ongoing advancement of early phases towards additional approvals and reductions, this amount will still ensure the municipality is covered for any potential infrastructure concerns they may have.

Please let me know if you require anything further on this.

Dustin, if you have a chance for a quick call to review it would be greatly appreciated.

Best Regards,

Britt

Brittany Robertson, P.Eng. | Associate, Manager of Land Development

1 First Street, Suite 200 | Collingwood, ON L9Y 1A1

T: 705.446.3510



Crozier Connections:    

Read our latest news and announcements [here](#).

This email was sent on behalf of C.F. Crozier & Associates Inc. and may contain confidential and/or privileged information for the sole use of the intended recipient. If you have received this email in error, please contact the sender and delete all copies. Any review or distribution by anyone other than the intended recipient is strictly prohibited.



**TRITON
ENGINEERING
SERVICES
LIMITED**
Consulting Engineers

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

ORANGEVILLE • FERGUS • HARRISTON

June 29, 2022

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

Attention: Dave Milliner, Chief Administrative Officer

RE: Flato East Subdivision
Phases 7, 8, and 10
Subdivision Agreement Review

Dear Dave Milliner,

Triton has reviewed the Subdivision Agreement for Flato East Phases 7, 8, and 10, and find that it has adequately noted the necessary easements, blocks, parts or the release thereof and adequately lists associated plans, studies and reports as required.

If you should have any questions, comments, concerns or require further information, please do not hesitate to contact us.

Respectfully,

Triton Engineering Services Limited

Dustin C. Lyttle, P. Eng.

Encl.
cc



The Corporation of the Township of Southgate

By-law Number 2022-090

**being a by-law to authorize a subdivision agreement
with Flato Dundalk Meadows 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 agreement with Flato Dundalk Meadows 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 agreement with Flato Dundalk Meadows 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 Clerk are hereby authorized and directed to sign the subdivision agreement, in substantially the same form as the agreement attached hereto as Schedule "A", on behalf of the Corporation of the Township of Southgate and all other documents as may be necessary to give effect thereto; and
3. **That** where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

Read a first, second and third time and finally passed this 6th day of July, 2022.

John Woodbury – Mayor

Lindsey Green - Clerk



SUBDIVISION AGREEMENT

Flato Subdivision Agreement July 6, 2022



SUBDIVISION AGREEMENT

B E T W E E N:

FLATO DUNDALK MEADOWS INC.

- and -

2358737 ONTARIO INC.

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

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SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT made in quadruplicate this 6th day of July, 2022 pursuant to Section 51 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended.

B E T W E E N:

FLATO DUNDALK MEADOWS INC.
(hereinafter called the "Developer")

PARTY OF THE FIRST PART

2358737 Ontario Inc.

PARTY OF THE SECOND PART

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE
(hereinafter called the "Township")

PARTY OF THE THIRD PART

W H E R E A S:

- A. The Developer is the owner of the lands described in Schedule "A" attached hereto which lands are the subject matter of draft plan approval for a residential subdivision pursuant to section 51 of the *Planning Act* (referred to herein as the "Development") which the Developer proposes to service and develop in phases;
- B. 2358737 Ontario Inc. is the owner of those lands as described in Schedule "A1" attached hereto which lands are the subject matter of draft plan approval for a residential subdivision pursuant to section 51 of the *Planning Act* (referred to herein as the "Development") which the Developer proposes to service and develop in phases;
- B. The Township requires the Developer and 2358737 Ontario Inc. to enter into a written subdivision agreement with respect to the Lands;

NOW THEREFORE this Agreement witnesses that in consideration of the sum of Two Dollars (\$2.00) of lawful money of Canada and other good and valuable consideration, (the receipt whereof is hereby acknowledged), the parties hereto agree with each other as follows:

ARTICLE 1 – INTERPRETATION

1.1 Definitions

In this Agreement words commencing with a capital letter shall have the meaning set out in this Agreement including:

“Agreement” means this Agreement and all Schedules thereto and any documents incorporated herein by reference.

“Approved Plans” means all design information submitted to the Township as part of the subdivision approval process including drawing, plans, reports and supporting information including addenda and subsequent revisions, which includes all of those listed in Schedule “I” as amended.

“County” means the Corporation of the County of Grey.

“Draft Plan” means the plan of subdivision identified on Schedule “K” approved by the County of Grey, subject to the provisions of this Agreement, in accordance with the provisions of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended.

“Lands” means the lands described in Schedule “A” attached hereto which lands are the subject matter of draft plan approval for a residential subdivision pursuant to section 51 of the *Planning Act* which the Developer proposes to service and develop and phases.

“Phase” means any areas within the Draft Plan of Subdivision which is intended to be registered separately from the remainder of the Lands.

“Township Council” means the elected members of the municipal council of the Township of Southgate.

“Township Engineer” means the consulting engineering firm retained by the Township for review and approval of the subdivision.

“Municipal Planner” means the consulting planning firm retained by the Township to assist with all planning matters relating to the subdivision.

ARTICLE 2 – SUBJECT LANDS AND PRECONDITIONS FOR SERVICING AND REGISTRATION

2.1 Legal description

The Development consists of those parts of the Lands described in Schedule “A” and Schedule “A1” attached hereto.

2.2 Implementation of Draft Plan Conditions

The Developer covenants with the Township that the Lands shall be developed in accordance with the conditions of draft plan approval, a copy of which is attached as Schedule “B”.

2.3 Changes to Draft Plan

Minor changes to the Draft Plan, acceptable to the Township's Municipal Planner and not affecting the number of lots or blocks, may be permitted without an amendment to this Agreement at the sole discretion of the Township. Any other changes require an amendment to this Agreement.

2.4 Clearance of conditions with respect to Plan to be registered

Before the Township informs the County that its requirements prior to registering the plan of subdivision [the "M-Plan"] have been met, the Developer shall:

- i) reimburse the Township for all costs and expenses, including administrative expenses as defined herein, incurred by the Township in respect of the subdivision proposed for the Lands;
- ii) pay any fees required by the Township's Fees and Charges By-law, as amended, including administrative fees for the establishment of assessment records for each parcel within the Subdivision;
- iii) pay in full all outstanding taxes including drainage, local improvement and special rates and charges which relate to the Lands;
- iv) deposit with the Township the Letter of Credit, securities, confirmation of insurance and the advance towards administrative expenses as required in Articles 10, 11, and 12.7;
- v) Deliver executed draft transfers of all lands described in Schedule "D" and of all easements and of all Lots and Blocks required by the Township, enumerated on Schedule "E", free of charge, free and clear of all encumbrances, leaving the date of each transfer and the plan number and the description blank and authorizing the Township Solicitor to insert such date and plan number when the plan is registered and to register such transfers at the Developer's expense.
- vi) Ensure that all final plans and specifications required by the Township for the municipal services to be constructed in accordance with this Agreement, including the grading control plan, have been approved by the Township Engineer;
- vii) Deposit with the Township written confirmation that is satisfactory to the Township, in its sole and unfettered discretion, that the Developer has entered into an agreement or agreements with Hydro One (or other applicable provider of electrical services to the subdivision), which are satisfactory to the Township, and evidence that Enbridge, any other communication provider and any other suppliers of utilities which the Township deems necessary to properly develop the Subdivision, will service the Lands and that the plans for such utilities have been reviewed and accepted by the Township Engineer so that conflicts with required municipal services are avoided;
- viii) Provide an Engineer's Report to the satisfaction of the Township Engineer, the Grand River Conservation Authority (herein called "GRCA"), and where applicable, the Ministry of Natural Resources and Forestry, and the Ministry of Environment and Climate Change, stating the means whereby storm water from the development on the Lands will be carried to sufficient outlet and showing how erosion and siltation will be controlled during and after construction. Where storm water must be conducted through, or deposited upon, private lands before it reaches sufficient outlet, the

Developer shall have obtained and conveyed to the Township the necessary easements and agreements, as set out in clause v) above. The Developer shall also provide a detailed erosion and siltation plan prepared by a technically qualified consultant showing how the erosion/siltation effects will be contained and minimized prior to, during and after construction, to the satisfaction of the Township and the GRCA;

- ix) Obtain from the Township Council confirmation that adequate water supply and capacity in the sewage collection/treatment system is available to accommodate the proposed development on the applicable phase of the Lands, same to be confirmed by way of a by-law prepared and passed by Township Council;
- x) Provide written evidence to the Township from all relevant commenting agencies that each has been provided with a copy of this Agreement and are satisfied with its terms, such evidence to be satisfactory to the Township in its sole discretion;
- xi) Obtain written confirmation from the Municipal Planner that all conditions of Draft Plan approval have been satisfied;
- xii) Obtain confirmation from the Municipal Planner that any required zoning amendment is in force with no appeal taken or all levels of appeal exhausted; and
- xiii) Enter into an agreement with the Township regarding the financing of off-site services, if required; and
- xiv) Enter into the Township's Final Capacity Allocation Agreement.

2.5 Prior to starting construction of services within any part of the M-Plan the Developer shall:

- i) Notify the Township at least fifteen (15) days before the commencement of construction and provide the Township with all information and material required by the Township;
- ii) 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;
- iii) Erect signs as required by this Agreement, a School Board or other public agency and as required by conditions of Draft Plan approval;
- iv) Prepare and submit and have approved by the Township a Schedule of Progress and Completion which shall set out how the construction of the services and utilities will be scheduled to be completed within the two (2) years contemplated by Article 9; and
- v) Obtain all consents, approvals, and permits required by law and provide written evidence of same to the Township and/or Township Engineer, as applicable.

2.6 Delivery of Registered Plans

Upon registration of the M-Plan the Developer shall forthwith deliver to the Township five (5) copies of the plan of subdivision (for the applicable Phase) and a digitized copy of such plan in a computerized format which is compatible with the most current Autocad ".dwg" file, or in a format approved by the Township's Municipal Planner.

ARTICLE 3- SPECIAL PROVISIONS

3.1 Exceptions

Variations and exceptions from the standard provisions of this Agreement, if any, are attached hereto as Schedule "C".

3.2 Dedication of Reserves as Public Highways

a) The Township of Southgate agrees and covenants to pass a bylaw concurrently with the approval of this Subdivision Agreement providing that the following Blocks and/or part Blocks are hereby dedicated as public highways:

1. Block 80, 16M-54
2. Block 140, 16M-69
3. Part 1, **16R-**, being part of Block 42, 16M-61**

b) The Township of Southgate further agrees to direct its solicitors to register said bylaw on the said lands as soon as possible following registration

ARTICLE 4- CONVEYANCES AND PAYMENTS TO BE MADE

4.1 Lands to be conveyed for public purposes

The Developer shall convey to the Township the lands described more fully in Schedule "D" so that the Township acquires a good and marketable title thereto free of any mortgage, lien or other encumbrance.

Unless specifically waived in writing by the Township Engineer, the Developer shall provide a Record of Site Condition (as per the *Environmental Protection Act*, and its regulations) with respect to the lands being conveyed to the Township.

4.2 Easements to be conveyed for public purposes

The Developer shall convey to the Township an easement or easements, affecting part of the Lands as described in Schedule "E, for the purpose set out therein. The Developer shall provide evidence in writing to the Township, which is satisfactory to the Township, that easements have been conveyed as required by other utility companies for hydro, communications, natural gas or similar services.

4.3 Payments to be made to Township

The Developer shall make payments to the Township in the amounts and at the times specified on Schedule "F".

4.4 Form of Easement

Save and except utilities easements, all permanent easements transferred to the Township shall allow the Township to enter, construct, maintain and repair drainage swales, pipes for water, sewers and conduits for any municipal services. The Township shall restore the surface and make good any damage it does whenever it enters under the easement. The form of the easement document shall be in the form set out in Schedule "E-1"

ARTICLE 5 - CONSTRUCTION OF SERVICES

5.1 Service to be provided

The Developer, at the Developer's sole cost, shall cause to be constructed and installed those municipal services outlined in Schedule "G" attached hereto.

5.2 Developer's engineers

The Developer has retained and, until Developer has fulfilled all of its obligations pursuant to this Agreement, shall retain, a civil engineer registered with Professional Engineers Ontario in order to provide engineering services with respect to the design and installation of the municipal services which shall be in accordance with the current standards and specifications of the Township. All plan(s) and specifications and any modifications thereto required by applicable ministries and agencies, and the contractors to be employed for the installation of services, shall be subject to the prior written approval of the Township Engineer.

5.3 As-recorded drawings

The Developer shall cause its engineers to deliver to each of the Township Engineer, the Township's Municipal Planner, and the Public Works Manager one complete set of as-recorded drawings and an electronic copy in a computerized format which is compatible with the most current Autocad ".dwg" file of same upon completion showing each of the said services as constructed. As-recorded drawings are to be to the satisfaction of the Township Engineer.

5.4 Additional works

- (i) If additional works and services are required for the proper servicing of the plan of subdivision, and the existing plans and specifications are insufficient to satisfy the Township's servicing requirements, the Developer shall prepare, at its expense, all additional plans and specifications, planning reports, surveys, contracts and other special information that may be required by the Township, (the "additional plans"), for the additional works and services.
- (ii) The Township's servicing standards shall be considered minimum specifications for the additional plans. The Township neither warrants nor makes any claims as to the sufficiency of such standards. It is the sole responsibility of the Developer and its engineers to provide adequate additional plans for such additional work and services.

The said servicing standards, and other municipal specifications applicable to the plan of subdivision, shall be those in effect on the date of execution of this agreement.

- (iii) All additional plans that may be required by the Township shall be submitted to the Township for review. The examination of the plans and the additional plans by the Township and Township Engineer shall not constitute an acceptance by the Township of the correctness or adequacy of the said plans.
- (iv) Review of the plans by the Township and Township Engineer shall not be taken as limiting the requirement that the Developer provide satisfactory engineering plans and specifications in accordance with good engineering practice. If, during actual construction/installation, it is discovered that the property is not being properly serviced because of inadequacies in the plans, additional plans and/or reports or because of conditions on the property not taken into account when preparing the plans, additional plans and/or reports, the Developer shall cause the plans and/or additional plans to be revised and shall do the work required by such revised plans and/or additional plans to properly service the plan of subdivision at the Developer's expense.

5.5 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 Engineer, who, acting reasonably, shall be empowered to:

- (i) Require the developer to conduct such test of materials, methods and workmanship as they may determine including, but not limited to, the use of close circuit television cameras for inspection of underground services prior to Preliminary Acceptance of Stages 1 and 2 services, prior to placement of surface asphalt and prior to Final Acceptance of all 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.

The Developer shall correct any deficiencies noted by the Township Engineer as soon thereafter as is practicable. In the event that the Developer fails to install the services described in Schedule "G" as required by the Township Engineer in accordance with this Agreement then the Township may give thirty (30) days written notice of the default by prepaid registered mail to the Developer at the address provided in Article 23.3; thereafter the Township may enter upon the Lands and proceed to supply all materials and do all necessary works in connection with the installation of services, including the completion, repair and reconstruction of faulty work and the replacement of materials not in accordance with the approved plans and specifications. The Developer shall forthwith pay the cost of such work to the Township upon demand and the Township may draw upon the security provided pursuant to this Agreement pay for all such costs and fees.

5.6 If the Township elects to do any of the required work and supply any of the required material pursuant to section 5.5, it may do so by either:

- (i) employing an independent contractor, or
- (ii) doing such work and supplying such material itself using its own equipment and employees.

5.7 If the Township does the work itself pursuant to section 5.5, it shall be entitled to charge:

- (i) its labour cost at its actual cost plus ten (10%) percent,
- (ii) its equipment costs
- (iii) its cost of acquisition of material at its cost (including transportation) plus ten (10%) percent.

5.8 Subject to the preceding paragraph, if the Township does the work itself it shall be reimbursed for any work done and material supplied following delivery of invoice to the Developer as per section 5.5. For this purpose, it may realize upon the security deposited in accordance with this agreement. If the Township employs an independent contractor to do the necessary work and to supply the required material it may realize upon the security deposited in accordance with this agreement to pay such independent contractor. If, in doing the work pursuant this Agreement, the security is not sufficient to reimburse the Township for such work done and material supplied, the Developer shall pay the balance to the Township within thirty (30) days after demand has been made for it. If the Developer fails to pay the balance within thirty (30) days after demand, such balance shall bear interest at the rate of interest charged by the bank at which the Township is doing business plus five (5%) percent, both before and after any judgment.

5.9 Street names and required signage

Where applicable, the Developer shall cause the roads and streets forming a part of the Lands to be named to the satisfaction of the Township and the Developer shall at the Developer's cost be responsible for the placement of all street identification signs and all traffic control signs related to this development prior to building permits being issued.

5.10 Winter road maintenance

The Developer agrees and acknowledges that the Township may, but shall not be obliged to, provide winter maintenance of the roads and streets which have not yet been fully granted Final Acceptance by the Township. If the Township does provide winter maintenance prior to Final Acceptance, where there is less than seventy-five percent (75%) occupancy by new homeowners of the residential units in this subdivision phase(s), the Developer will pay the costs of winter maintenance, and if greater than seventy-five percent (75%) occupancy, the Township will assume the burden of costs of winter maintenance. The Developer also agrees that with respect to such streets and roads, all manholes, valves, catchbasins and other obstructions shall be installed at grades so as to permit the Township proper vehicular access for said winter maintenance works. It is agreed that any maintenance performed by the Township pursuant to this section shall be deemed to have been performed by the Township as agents of the Developer and no action on the part of the Township pursuant to this paragraph shall constitute an assumption by the Township of said roads and streets. Any road maintenance provided by the Township prior to Final Acceptance will be at the Developer's expense except as otherwise provided for in this Agreement.

5.11 Street light electrical billings

The Developer agrees and acknowledges that the Township may, but shall not be obliged to, assume the electrical energy consumption costs of street lighting, which have not yet been fully granted Final Acceptance by the Township. If the Township does assume the electrical energy consumption costs prior to Final Acceptance, where there is less than seventy five percent (75%) occupancy permits granted by the Southgate Building Department of the residential units in this subdivision phase(s), the Developer will pay the costs of energy for the street lighting, and if greater than seventy five percent (75%) occupancy permits are granted by the Southgate Building Department, the Township will assume the electrical energy consumption costs of project's street lighting. The Developer also agrees that with respect to all the street light infrastructure shall be installed and fully operational prior to the assumption of the electrical energy consumption costs. If the Developer has met all of the conditions for the Township to assume street light electrical energy costs, they must make a request by a letter to the Public Works Manager for consideration and approval.

5.12 Repair and maintenance of services

The Developer shall be responsible for the repair and maintenance of each service to be constructed pursuant to this Agreement until the Township has granted Final Acceptance with respect thereto. The Township shall have the right to undertake emergency repairs and maintenance of such services at the Developer's costs, but in such instances this shall not be considered a waiver of the Developer's obligations to maintain and repair.

5.13 Guarantee period

Each of the services required by Article 5.1 hereof shall be guaranteed by the Developer for a period of not less than one year from the date on which the Township grants Preliminary Acceptance with respect to such service. Such service shall only be assumed by the Township or Hydro, as the case may be, upon the Township granting Final Acceptance at the end of the guarantee period with respect to such service; the guarantee shall remain in effect until Final Acceptance has been granted for the applicable service.

5.14 Notice that services not assumed

Until Final Acceptance for all services has been granted, the Developer shall erect and maintain signs as approved by the Township at all entrance points to the subdivision indicating that the Township has not assumed responsibility for municipal services within the subdivision.

5.15 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 and sanitary sewers/forcemain;
 - b) watermain;
 - c) conduits or pipes for electrical services;

- d) all other conduits for utilities such as gas, telephone and cable TV under roadways and including all water, storm and sanitary sewer service connections to the limit of the street allowance for each proposed building lot; and
 - e) storm water management facilities including fencing.
- (ii) Stage II services include all works up to and including
- a) curbs;
 - b) gutters;
 - c) base asphalt;
 - d) placement of all required street signs and traffic control signs;
 - e) erection of a sign at least twelve (12) feet by eight (8) feet to be approved by the Township Engineer at the entrance to the subdivision on Russell Street and Moody Street, which shall depict the plan of subdivision and shall indicate the locations of all sidewalks/walkways, restricted parking zones, mailboxes, fencing including the type of fencing, school board disclaimer, zoning/land-use on adjacent properties and phases are to be delineated;
 - f) 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 noted above 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 utility services which shall be completed prior to occupancy of any homes including:
- a) electrical distribution system to each residential lot;
 - b) street lighting energized,
 - c) natural gas to each residential lot;
 - d) communication services to each residential lot;
 - e) completion of parkland with grading, topsoil, approved vegetation including sod and/or seed; and
 - f) Installation of fencing required by the Township around storm management facilities or other identified hazards.
- (iv) Stage IV services include
- a) surface course of asphalt;
 - b) sidewalks/walkways;
 - c) boulevards;
 - d) completion of parkland fencing, and any other fencing required by the Township; and
 - e) all other services required by this Agreement.

Each stage may be undertaken as per the phasing of the development outlined in the Phasing Plan.

5.16 Sanitary Flow Monitoring

The Developer shall complete inflow/infiltration testing as per the Ontario Provincial Standard Specification (OPSS) during system construction under wet conditions (i.e. rain, high groundwater). Additional testing/monitoring may be required at the discretion of the Township

prior to occupancy of the first residential unit. The testing results shall be provided to the Township for review and approval. All costs associated with the testing program shall be the Developer's sole responsibility.

5.17 Sewage Pumping Station Operation

The Developer shall be responsible for the construction, testing, commissioning, training of municipal operators, and operation of the sewage pumping station until such time that Final Acceptance is granted, as described in Section 8.2. If the Township does provide operation prior to Final Acceptance, where there is less than seventy-five percent (75%) occupancy by new homeowners of the residential units in this subdivision phase(s), the Developer will pay the costs of operation, and if greater than seventy-five percent (75%) occupancy, the Township will assume the burden of costs of operation

ARTICLE 6 - PHASING

6.1 Agreement to Apply to All Phases

Where the Lands are to be developed in Phases, each clause of this Subdivision Agreement shall apply mutatis mutandis to each phase. For greater certainty, the parties agree that the intent is that although this Agreement only pertains to the Phase as more particularly set out in Schedule K hereto, the terms of this Agreement shall form the basis for other phases of this particular subdivision, with changes, including changes to the Schedules, as are necessary and appropriate for the applicable phase to be developed.

6.2 Agreement to be Registered

This Agreement may be registered in Phases and shall be registered on the lands outlined by the M-Plan(s) attached hereto as Schedule "K".

6.3 Reserve Allocations

The Developer acknowledges that nothing in this Agreement obligates the Township to allocate water and/or sewage treatment capacity to a specific phase of the development nor does the Township warrant or represent that water and/or sewage treatment capacity will be allocated to the Developer for any Phase, including the Phase over those lands set out in Schedule K. The Developer shall hold Township harmless and releases the Township from all manners of claims, demands, or losses of any kind or manner which could arise from, directly or indirectly, the decision of the Township not to allocate water and/or sewage treatment capacity to it.

6.4 Phasing Plan

The Developer agrees to adhere within reason to the Phasing Plan subject to minor changes of a specific phase, as prepared and submitted by the Developer to the Township for approval in accordance with the requirements set out in this Agreement.

6.5 Phase Configuration

The Developer acknowledges that each development phase configuration shall be subject to the approval of the Township, and the Township may, specify based on its engineering

requirements which servicing/works that must be completed as part of that phase(s). These servicing/works may require the completion of infrastructure work beyond any one or more phases of development up to and including the completion of all works contemplated by this Agreement. These servicing/works must be completed prior to the issuance of any Building Permit for any lot within the subject phase.

6.6 Conditions to Phasing Plan

The Phasing Plan to be submitted by the Developer and approved by the Township prior to entering into this Agreement. Prior to proceeding with this phase, the Developer shall have addressed to the Township's satisfaction the following matters:

- a) sediment and erosion control;
- b) stockpiling and stripping plans including sequences, heights of stockpiles, revegetation and scheduling;
- c) drainage and storm water management works to be completed including any temporary works necessitated by phasing;
- d) dust and nuisance control measures;
- e) public safety measures;
- f) any other temporary works required as a result of phasing or to facilitate phasing such as turning circles, looping watermain, emergency access roads, fencing;
- g) the provision of phased securities; and,
- h) any other matter it may deem necessary to be addressed to ensure to its satisfaction that phasing of the subdivision can occur in a manner pursuant to this Agreement and will represent an appropriate sequencing of development and servicing of the Lands;

6.7 Modification of Phasing Plan

The Phasing Plan to be submitted by the Developer and approved by the Township and shall form part of this Agreement as an approved drawing and report in Schedule "J" to this Agreement. Where the Township receives a written request to modify the phasing plan and approves such a request, in its sole and unfettered discretion, the modified phasing plan shall be filed with this executed Agreement in the offices of the Township without necessity of amending the registered Agreement, if required. The Township reserves the right to require additional servicing/works, or modifications to proposed infrastructure work, as it deems necessary based on its engineering requirement to accommodate a specific phase.

6.8 Commencement of Phase

Prior to commencement of construction of any phase:

- i) all applicable Securities and Development Charges shall be required to be provided/paid to the Township as per this Agreement,
- ii) the Township allocates, by by-law, the applicable number of units of sewage treatment and water capacity, which by-law may contain such conditions attached to the granting of the sewage treatment and water capacity as the Township may in its discretion impose;
- iii) any Holding Zone provision and/or Inhibiting Order is to be lifted or removed as applicable;
- iv) notifications as identified in this Agreement are undertaken; and
- v) other provisions as outlined in this Agreement or deemed necessary by the Township to be applicable to a phase, have been satisfied.

ARTICLE 7- DRAINAGE

7.1 Overall grading plan

The Developer has retained a civil engineer registered with Professional Engineers Ontario to prepare an overall grading and lot drainage plan. Such plan shall be submitted to and approved by the Township Engineer [the "Approved Grading Plan"]. A copy of the Approved Grading Plan shall be filed with the Township Engineer and the Township's Chief Building Official.

7.2 Rough-grading, stockpiles and weed-free maintenance

The Developer shall ensure that all lots or blocks, or parts thereof, forming a part of the Lands shall be rough graded and drained in accordance with the Approved Grading Plan and to eliminate any ponding of water. All drainage works required to accommodate the Approved Grading Plan shall be constructed and installed by the Developer. Any clearing, grubbing or area grading required to implement the Approved Grading Plan must be approved by the Township Engineer prior to the operations on site taking place. The Developer shall also obtain the approval of the Township Engineer for stockpile location. All vacant lots, blocks or parts thereof shall be maintained by the Developer cutting down weeds when required to do so by the Township until the date that a building had been erected on the applicable lot, block or part thereof, failing which the Township may do so at the cost of the Developer.

7.3 Individual Lot Plans for building lots

All applications for a building permit for any lot, block or part thereof forming part of the Lands shall be accompanied by a lot plan which shows elevations of top of foundation, garage floor, all lot corners and sufficient other elevations ("Individual Lot Plan") to confirm that the proposed building and resulting lot grading will conform with the Township's servicing standards and the Approved Grading Plan referred to in Article 7.1; any variance between the information shown on the Individual Lot Plan and the Approved Grading Plan shall require the prior written approval of the Township Engineer.

7.4 Certification of grading

All applications for written evidence of compliance with the terms of this Agreement for any part of the Lands shall be accompanied by a certification to the Township from a Civil Engineer registered with Professional Engineers Ontario or Ontario Land Surveyor using the form of certification attached hereto as Form 1 which confirms that the building constructed and the grading of the land to be released, is in conformity with the applicable Township's servicing standards, the Individual Lot Plan referred to in Article 7.3, and the Approved Grading Plan referred to in Article 7.1 and that any variance from the plan has received the prior approval of the Township Engineer.

ARTICLE 8- ACCEPTANCE AND OWNERSHIP OF SERVICES

8.1 Preliminary Acceptance

Upon the satisfactory completion of each stage of servicing as identified in Article 5.14 and provided that:

- (i) the Township Engineer has given approval of the written certification to be provided to the Township by the Developer's Consulting Engineers that all such services have been constructed and installed in accordance with the approved plans and specifications and this Agreement; and
- (ii) the Developer has paid all monies then payable by it to the Township.

Township may grant Preliminary Acceptance of the applicable services and thereafter the said services shall be subject to the minimum one-year guarantee and maintenance period described in Article 5.12.

8.2 Final Acceptance

Township Council may by resolution grant the Final Acceptance of all the applicable services identified in Article 5.12 at a date at least one year after the date of the Preliminary Acceptance of Stage IV referred to in Article 7.1 for such services, provided Developer has paid all monies payable by it to the Township, and the Township Engineer:

- (i) is satisfied the applicable services have been completely installed;
- (ii) is satisfied that no repairs or maintenance work on the applicable services remains to be completed;
- (iii) is satisfied that all standard iron bars, concrete monuments or monumentation of higher standard which were disturbed in the course of servicing or building, have been restored by or at the expense of the Developer and that a certificate from an Ontario Land Surveyor or other evidence satisfactory to the Township's solicitor has been provided to confirm that all such monumentation has been located and, where necessary, replaced.
- (iv) has approved the formal certification from the Developer's Consulting Engineers to the Township certifying that all applicable works and services have been completely installed in accordance with the approved plans and specifications and this Agreement; and,

- (v) has received hard copies of all as-recorded drawings and electronic copy thereof including the Approved Grading Plan.

8.3 Acceptance during winter months

The Township may not issue Preliminary or Final Acceptance during the months of December, January, February or March in each year based on weather conditions or at any other time when inspection of services is impractical in the sole opinion of the Township.

8.4 Use of Service before Final Acceptance

The Developer agrees that the Township shall have the use of the services to be provided pursuant to this Agreement for the purpose for which each such service was designed and further that Township employees, agents and/or contractors may, on no notice, make emergency repairs to such services. The exercise by the Township of its powers under this Article shall not be deemed to be an acceptance of such service, an assumption of any liability associated with such service or a waiver of any rights of the Township to enforce its rights under this Agreement. Until final acceptance of all services has been granted pursuant to Article 8.2, the Developer shall maintain signs as referred to in clause (iii) of Article 2.5 at each point of entry to the subdivision stating that the services including the streets have not been assumed by the Township.

8.5 Ownership of services

Upon the issuance to the Developer of the Final Acceptance Certificate the ownership of the services described in such certificate (except grading) shall vest in the Township and the Developer shall have no claims or rights thereto, other than those accruing as an owner of land abutting the streets in which such services are installed.

ARTICLE 9- DEADLINE FOR COMPLETION OF SERVICES

9.1 Two-year deadline

The Developer shall complete the construction and installation of services described in Article 5.1 and the rough grading required by Article 7.2 within twenty-four (24) months from the date on which the construction of services was commenced, failing which the Township may demand an increase in the amount of security or draw upon the existing security to complete such services or works.

ARTICLE 10- FINANCIAL ASSURANCES

10.1 Type and amount of security

Prior to commencing any work the Developer shall deposit with the Township cash, or an irrevocable standby letter of credit from a Canadian chartered bank or credit union acceptable to the Township and in a form approved by the Township based upon Form 2 attached to this Agreement [the "security"] to secure and guarantee to the Township due performance of the Developer's obligations, including, without limitation, those obligations relating to the provision of municipal services and all financial obligations of the Developer, present and future, pursuant to this Agreement and the security shall be in an original sum of not less than 100% of the value of the municipal and engineering services and rough grading required by this

Agreement plus applicable taxes. In the event that a letter of credit is provided then the Township shall be named as beneficiary/secured party therein.

If a Pre-servicing Agreement has been entered into, the amount of securities required by this Agreement shall be as per Article 10.3 namely an amount equal to one hundred and fifteen (115%) percent of the cost of work remaining to be completed plus ten (10%) percent of the completed work costs, as estimated by the Developer's Engineers and verified by the Township Engineer. The Developer's engineer shall determine the amount of the remaining work which shall be verified by the Township Engineer.

In order to guarantee site servicing and the due performance of its covenants for this Agreement, the Developer shall provide a current security financial report (Securities Reconciliation Report) for each project phase in the development, the Township's Engineer shall certify the amount of securities and the Township accept the required amount of securities for inclusion in Schedule "F" of this agreement.

Prior to registration of this Agreement and during the term of this Agreement, the Developer shall maintain a Letter of Credit ("Letter of Credit") or cash security in the amount of \$1,000,000.00. This irrevocable letter of credit will be maintained on a go forward basis to provide assurance for security for this agreement and future phases of the Developer's residential development projects. As new phases come forward for development and as infrastructure within each phase of the developments are completed, the amount of securities required will increase and decrease from time to time. If the aggregate amount of the total securities required to satisfy the Township's assurance of the Developer's due performance in this and other agreements increases above \$1,000,000.00 the Developer will provide the required security in the amount of \$100,000.00 increments to satisfy the Township requirements. Prior proceeding with subsequent phases/development, or any reduction in securities, the Developer's engineering consultant will provide a Securities Reconciliation Report (SRR) based on the work completed by the Developer and Developer's security in place with the Township. This SRR will provide a recommendation regarding adequacy of the current level of security and adjustment needed if applicable. The Township Engineer will review this report and provide a recommendation to the Township.

10.2 Valuation of services

The value of the various services and rough grading for the purposes of the preceding paragraph shall be based on the cost estimates of the Developer's engineers, as approved by the Township Engineer, and adjusted as necessary to be equal to 100% of the contracted price plus the estimated engineering costs, contingencies and HST.

10.3 Reduction of security

As work is completed and Preliminary Acceptance referred to in Article 8.1 is granted by the Township for any sections of the work, the security may be reduced to an amount equal to one hundred and fifteen (115%) percent of the cost of work remaining to be completed plus ten (10%) percent of the completed work costs, as estimated by the Developer's Engineers and verified by the Township Engineer. This security shall remain in place until Final Acceptance referred to in Article 8.2 is granted by the Township. In no case will the security required under this Section be reduced to less than Fifty Thousand (\$50,000.00) Dollars until the issuance of the certificate of Final Acceptance for all services as provided in Article 8.2. Notwithstanding the foregoing, the amounts contemplated in this section 10.3 will be offset by the securities

posted as per the Pre-Servicing Agreement and shall not be in addition and should be adjusted as per the conditions set out therein. Furthermore, and notwithstanding the foregoing, nothing in the Pre-Servicing Agreement shall restrict the Township from drawing upon the securities posted pursuant to this Agreement for the purposes so authorized herein.

10.4 Authority to draw upon security

The Developer specifically authorizes the Treasurer of the Township to draw upon the security provided pursuant this Agreement and to use such monies to pay for any costs or expenses incurred by the Township including without limitation costs or expenses arising from damages or deficiencies caused by the Developer or the Developer's contractors or agents, successors or assigns, in connection with or relating to the development governed by this Agreement and/or to satisfy any financial obligation or other obligation of the Developer to the Township pursuant to the terms of this Agreement when due.

10.5 Any security required by Hydro One or any other agency, shall be in addition to the security required by this agreement.

10.6 If the Township makes a demand for additional security or Letter of Credit pursuant to the provision of this Agreement, or if the Township has drawn upon the security or Letter of Credit pursuant to his Agreement, and the Developer has failed to deposit such additional security or Letter of Credit with the Township within fourteen (14) days or to replenish such security or Letter of Credit within (14) days, the Developer shall be deemed to be in breach of this agreement and the Township may issue a stop work order.

10.7 If in the sole opinion of the Township, there is a default under the terms of this Agreement the Letter of Credit or cash security may thereupon be drawn or cashed in whole or in part.

ARTICLE 11- INDEMNIFICATION AND LIABILITY

11.1 Indemnity

The Developer, its assigns and successors in title, agree that they shall indemnify and save harmless the Township and its servants and agents from all actions, causes of action, suits, claims, demands, losses, costs, charges and expenses of every nature and kind whatsoever by whomsoever made, brought or prosecuted, including legal fees, which the Township and its servants and agents may incur, be put to or have to pay, which may arise either directly or indirectly by reason of: any activity of the Developer, its employees, servants, agents, contractors, and subcontractors being negligent in executing the work under this Agreement; the installation of any works or services required under this Agreement; the failure of the Developer to complete the installation of the work required under this Agreement; because of or on account of the ownership, construction, use, existence, or maintenance of the property described in this Agreement; the exercise of the Developer's powers under this Agreement; or, the neglect of the Developer or its employees, servants, agents, contractors, subcontractors or others for whom the Developer is responsible at law in exercising its said powers. Without limiting the generality of the foregoing, the Developer and its assigns and successors in title agree to indemnify and save harmless the Township and its servants and agents for any issues related to the alteration of any grade or existing level construction, the maintenance or repair of any street within the subdivision, or by reason of the failure, neglect or omission of the Developer to do anything agreed to be done pursuant to this Agreement or by reason of any act or omission of the Developer, including failure of the Developer to comply with the *Construction Lien Act, R.S.O. 1990 C. 30*. This provision shall apply even after the subdivision has been assumed if the act or omission of the Developer took place prior to assumption.

11.2 Marketing Prior to Allocation(s)

If Developer markets or sells or enter into Agreements to sell such lots to home buyers, and if the Developer should do so with respect to individual lots prior to allocation of water and/or sewage capacity by the Township, among other remedies available to the Township, it will indemnify the Township from all demands, claims, losses, that may be asserted against the Township arising therefrom.

11.3 Liability insurance

Prior to any construction of services or other work pursuant to this Agreement the Developer shall provide to the Township proof of the following policies of insurance:

- (i) Commercial general liability insurance applying to all operations of the Developer which shall include coverage for bodily injury or death, broad form property damage, products and completed operations liability, owner's and contractor's protective liability, blanket contractual liability, contingent employer's liability, non-owned automobile liability and shall include cross liability and severability of interest clauses. This policy shall contain no exclusions for damage or loss from vibration, pile driving, the removal or weakening of support, shoring, and underpinning, or from any other activity or work that may be done in connection with the development of the subdivision. Such policy shall be written with limits of not less than Five Million Dollars (\$5,000,000.00) exclusive of interest or costs, per occurrence and shall include the Developer, the Township, the County, and each of their respective employees and agents as an additional insured;
- (ii) Automobile liability insurance with an inclusive limit of liability of Two Million Dollars (\$2,000,000.00) on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the development of the Subdivision including legal liability for damage to non-owned automobiles coverage and/or cargo insurance. The policy must provide coverage for bodily injury or death or property damage arising out of the ownership, use or operation of all owned and/or leased automobiles. In the alternative, upon request by the Township, the Developer shall provide the Township with an indemnity in favour of the Township in the event of a breach or accident involving any vehicle for which it is directly or indirectly responsible on the site. The Developer acknowledges that it is responsible to obtain the necessary insurance to cover all construction-related vehicles entering and exiting the site and that proof of insurance will be provided upon request and to the satisfaction of the Township;
- (iii) Environmental pollution liability with the following: general aggregate: Two Million Dollars (\$2,000,000.00); per occurrence: Two Million Dollars (\$2,000,000.00); and, Deductible: One Hundred Thousand Dollars (\$100,000.00).
- (iv) The insurance premium has been prepaid for a period of not less than one (1) year;
- (v) The Developer shall also provide the Township satisfactory evidence of insurance coverage from the Developer's contractors that mirrors the requirements set out in paragraphs (i) to (iv) above prior to commencing the performance of any of the works or services and shall continue to do so until 24 months following assumption of the work.

- (vi) The policy shall specify that the policy shall not be cancelled or allowed to expire unless prior notice by registered letter has been received by the Township from the Insurance Company, or its agent, thirty (30) days in advance of the cancellation or expiry date.
- 11.4 If the insurer gives notice of cancellation, to the Developer, the Developer shall within thirty (30) days secure a new insurance policy and provide notice to the Township, failing which it will be deemed to be in breach of this Agreement.
- 11.5 The policy may contain an exclusion for blasting. Blasting shall not be undertaken without the written consent of the Township and without blasting insurance satisfactory to the Township. The giving of consent by the Township does not relieve the Developer from any liability for damage caused by such blasting
- 11.6 The issuance of a policy of insurance shall not be construed as relieving the Developer from responsibility for other or later claims or claims in excess of the limits of the policy, if any, for which it may be held responsible.
- 11.7 Should the Developer fail to maintain the proper insurance coverage, the Township may draw on the security posted by the Developer to pay any and all costs required to replace or maintain the proper insurance coverage.
- 11.8 The Developer shall provide annually to the satisfaction of the Township's Treasurer a copy of the certificate of insurance required pursuant to this Agreement.

ARTICLE 12- DEVELOPER'S ADDITIONAL OBLIGATIONS DURING SERVICING

12.1 Construction liens

Notwithstanding anything contrary contained in this Agreement, the Developer hereby agrees that the filing of any liens pursuant to the *Construction Lien Act*, as amended, with respect to the services required by this Agreement, shall constitute a default by the Developer of the terms of this Agreement and shall entitle the Township to draw on any security required by this Agreement and to use the said draw to make payment into court of the holdback, together with costs. The Developer agrees that when it applies for a release of securities or for Preliminary Acceptance of the services or any part thereof or for a Certificate of Final Acceptance, it shall if requested supply the Township with a Statutory Declaration that all accounts for services and materials for such services have been paid, except the normal construction lien holdbacks, and that there are no claims for liens or otherwise in connection with such services or materials supplied for or on behalf of the Developer in connection with this Agreement.

12.2 Control of dust and other nuisances

The Developer agrees to control dust, dirt, mud, construction refuse and other nuisances on the streets adjacent to the proposed development and on any adjoining streets whether under the jurisdiction of the Township or other authority. The Township reserves the right to give written notice to the Developer to take remedial action if in the Township Engineer's opinion dust, dirt, mud or other nuisance from the development causes problems or complaints; if the necessary remedial action has not been taken within forty-eight (48) hours or the delivery of such notice to the Developer or its Engineers, then, in addition to any other remedies available to it, the Township shall have the right to take such remedial action as specified in the written notice itself and the costs of same shall be paid forthwith by the Developer to the Township.

12.3 Construction Refuse and Debris

The Developer, and each subsequent owner of any part of the Lands shall regularly dispose of all construction refuse, debris or weeds in an orderly and sanitary fashion whether such items result from site servicing or house building or any other source related to the development of the site. If the Developer or each subsequent owner of any part of the Lands fails to remove and dispose of construction refuse and debris to the satisfaction of the Township Engineer, the Township may give written notice to the Developer or applicable owner requiring proper disposal. If the Developer or any subsequent owner of part of the Lands fails to dispose of the refuse, debris or weeds within forty-eight (48) hours after having received a written request from the Township so to do, then, in addition to any other remedies available to it, the Township may, without further notice, undertake such removal and disposal and the costs thereof shall be paid by the Developer or owner receiving the notice forthwith upon demand, which costs shall include all expenses incurred by the Township in carrying out such removal and disposal, and until paid such amounts shall constitute a charge against the applicable land and may be paid from the security pursuant to Article 10 or from the Building Deposit held by the Township pursuant to Article 14.1, as the case may require.

12.4 Construction traffic

The Developer shall co-ordinate all construction traffic associated with the development in a manner which causes the least disruption to existing developed areas and shall implement recommendations of the Township Engineer with respect to site access.

12.5 Storage of construction materials

The Developer covenants that at no time shall construction material for services or buildings to be constructed on the Lands be stored or stock-piled on any street allowance or other municipally-owned lands.

12.6 Sewer Use By-law

The Developer agrees that construction of all services and residences within the development contemplated by this Agreement shall adhere to the requirements of the Township's Sewer Use By-Law in effect as amended from time to time. Under no circumstances shall surface or groundwater drains be connected to the Municipal Sanitary Sewer System.

12.7 Payment of Township's costs

The Developer agrees to pay all reasonable costs and expenses, including engineering, planning, administrative and legal fees incurred by the Township and, if required for extra Council meetings, as a result of the Developer's development proposal and its obligations pursuant to this Agreement. Invoices for such costs and expenses shall be paid by the Developer within thirty (30) days of the date of delivery of the invoice; delivery shall be deemed to have been made on the third (3rd) day after mailing. The Developer shall deposit with the Township the sum of Ten Thousand (\$10,000.00) Dollars as an administrative deposit ("Administrative Deposit") to ensure the prompt payment of the Township's costs under this Article.

12.8 Penalty and interest on late payments

In the event the Developer fails to make any payments to the Township as required by this Agreement or fails to pay any invoice or statement issued pursuant to this Agreement within thirty (30) days, then the Developer shall be declared to be in default under this Agreement and the said amount payable thereunder plus an administration fee equal to ten (10%) percent of such amount shall then be payable. The Township may make the payment from the Administrative Deposit referred to in Article 12.7. Until the required amount has been paid and the Administrative Deposit reinstated to the original amount of such deposit any sum owing to the Township shall bear interest at the rate of five (5%) percent above the prime per annum interest rate charged from time to time by the Canadian Imperial Bank of Commerce (the "Bank") calculated monthly and payable monthly, with such interest rate to be adjusted from time to time on the same basis as prime interest rate adjustments are made by the Bank, and, in addition to any other remedy, the Township shall have the option to withhold building permits for any parts of the Lands.

12.9 Fill importation requirements

If the Developer intends to import or export fill from, onto, or off of the subject site, the Developer shall prepare and implement a Soil Testing, Site/Soil Management, and Reporting Protocol to address the following to the satisfaction of the Township:

- i) Report to the Township test results of soils, prior to the material being received by the Developer at the frequency recommended by the Developers' environmental consultant and not less than once per week and /or one test per four hundred (400) tonnes of material received;
- ii) Report to the Township that the actual test results of the soils being received by the Developer will be provided to the Township and in addition the Developer giving a report that states that the material is in accordance to Provincial standards, and that the material is suitable for the intended use and poses no risk to the existing natural environment and local ground water. This report is to be submitted to the Township for comment prior to the material being placed on the Lands;
- iii) Inspection and management protocols of the operation to ensure that only tested material is being received; and
- iv) Incorporate a reference to the MECP documents dated January, 2014, titled "Management of Excess Soil – A Guide for Best Management Practices" and dated April 15, 2011, titled "Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act".
- v) Should a Site Alteration Agreement be provided for the Lands, such an agreement supersedes this Section 12.9 to the extent that they are inconsistent.
- vi) Inspection and management in accordance with O. Reg. 406/19, titled "On-Site and Excess Soil Management".

ARTICLE 13- DRIVEWAY LOCATIONS, MAILBOXES AND ROADS

13.1 Timing of driveway cuts

No curb cuts shall be made or permanent driveway ramp installed until the foundation of the dwelling unit to be served by that particular driveway entrance has been completed. If the Developer proceeds, at their option, to install a driveway cut in advance of the foundation of the dwelling unit, the developer/transferee shall be committed to that driveway location for that lot as part of this agreement and no Building Permit shall be issued for this lot that does not reflect the driveway at that location. The Developer shall be responsible for damage, if any, to the remaining curb.

13.2 Approval of driveway locations

All driveway entrances or cuts shall be constructed or made at a location and in a manner approved by the Township Engineer.

13.3 Driveway standards

All driveway ramps shall be constructed in accordance with the Township's servicing standards and shall be paved from the traveled portion of the street allowance to the concrete sidewalks as part of the municipal services described in Schedule "G" attached hereto. Where no sidewalk is to be provided, such ramps shall be paved from the traveled portion of the street allowance to the front lot line.

13.4 Cost of driveways

The Developer or its successors in title shall be solely responsible for the cost of driveway construction from the concrete sidewalk, where provided, to each front lot line as well as on each of the lots.

13.5 Canada Post

The Developer shall enter into an agreement with Canada Post with respect to the location of Canada Post pickup and delivery boxes. The Developer shall advise Canada Post to confirm the location of the mail boxes, and inform the Township Engineer, prior to undertaking any work.

The Developer shall provide the following for each Community Mailbox location:

- (i) an appropriately sized sidewalk section (concrete pad), as per municipal standards, to place the Community Mailboxes on;
- (ii) any required walkway across the boulevard, as per municipal standards; and,
- (iii) any required curb depressions and tactile plates for wheelchair access.

The Developer shall provide suitable temporary Community Mailbox locations which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox site locations to enable Canada Post to provide mail service to new residents as soon as possible as homes are occupied.

13.6 Roads

With respect to roads giving access to the roads in the plan of subdivision and with respect to roads being constructed, the Developer agrees:

- (i) that it shall maintain the roads giving access to the plan of subdivision in good condition (as determined by the Township, acting reasonably) and shall keep those roads free of any mud, dust, debris or obstructions. In particular, the Developer is responsible to take such action it deems necessary to resolve any disputes which may arise with the persons or companies responsible for the maintenance of unassumed roads. The Township may request a release from the persons or companies responsible for the maintenance of those unassumed roads indicating that they have no claim against the Township for damage to the unassumed road. If a release is requested, the Township will not grant final acceptance as contemplated by this agreement until that release is provided. Any such releases shall be in a form acceptable to the Township;
- (ii) that it shall keep all roads within the plan of subdivision in good repair;
- (iii) that once the roads within the plan of subdivision are constructed it shall take all steps necessary to ensure that they are kept reasonably free of mud, dust and debris;
- (iv) that it shall take all necessary steps:
 - (a) to ensure that the travelled portion of all roads are kept clear of obstruction;
 - (b) to ensure that the travelled portion of the roads are not used as a storage area for goods and materials;
 - (c) to ensure that the free flow of traffic both for emergency vehicles and the general public is maintained at all times;
- (v) that once houses have been constructed but before final acceptance, to take all necessary steps:
 - (a) to ensure the free flow of traffic for emergency vehicles; and,
 - (b) to maintain reasonable access for Township services, including, but not limited to, garbage collection, and snow ploughing; and
- (vi) to comply with the reduced load limits which may be in force.

ARTICLE 14- BUILDING DEPOSIT REQUIREMENTS

14.1 Amount of and reasons for deposit

The Developer, shall, at the time of first applying for a building permit for a parcel of land forming a part of the Lands, deposit with the Township a Building Deposit, equal to the sum of \$50,000.00 for all building permits to be issued to the Developer (up to a maximum of 50 permits/phase at any one time) where the Developer is a residential builder in this subdivision. The Building Deposit shall be in addition to any other

securities posted by the Developer. To the extent that the Developer is a builder in this subdivision and the applicant for permits, this section 14.1 shall supersede the requirement to pay the building department charge as per Township of Southgate by-law 86-2014 & 43-2016. Where anyone other than the Developer applies for a building permit, or for each building permit issued to the Developer in excess of the maximum 50 permits/phase for which the initial \$50,000.00 referred to above has been posted, or for each building permit that has yet to be closed with a final building inspection certification/release at or after the time that the Township issues Final Acceptances for a phase, the sum of \$4,000.00 per permit (subject to section 14.3 herein) shall be posted or otherwise continue to be held, as the case may be, with the Township. Within thirty (30) calendar days following closing the final permit for that phase of the subdivision, the Building Deposit will be released to the Developer. The Building Deposit (in addition to any other securities posted by the Developer) is intended to ensure that:

- (i) any damages caused to municipal services or facilities adjacent to the construction site during construction of the residence are suitably repaired in accordance with municipal servicing standards and have been inspected and approved in writing by the Township Engineer and that all construction debris is properly disposed of in accordance with Article 12.3;
- (ii) that the parcel for which the permit is requested is graded in conformity with the Approved Grading Plan referred to in Article 7.1 and the Individual Lot Plan referred to in Article 7.3;
- (iii) that all Ontario Building Code matters or requirements relating to the occupancy and the completion of the residence have been completed and approved by the Township's Chief Building Official; and, if applicable.
- (iv) that the required tree(s) in the boulevard at the front of the lot and in the event of a corner lot at the side of the lot has/have been planted and driveway cuts and driveway ramps have been completed as required by this Agreement.

In the event that the residence with respect to which the deposit was paid is occupied prior to the satisfaction of Ontario Building Code occupancy requirements, the whole of the Building Deposit shall be forfeited to the Township.

14.2 Use of deposit monies

The Township reserves the right to give notice to the applicant for the building permit and the then registered owner of such parcel and its duly authorized contractor, if known, that unless one or more of the matters outlined in subclauses (i) to (iv) inclusive of Article 14.1 are completed to the satisfaction of the Township Engineer or Chief Building Official, as the case may be, then the Township, through its agents, contractors or employees and with or without equipment, shall have the right to enter upon the said parcel and complete or rectify the matters referred to in the notice aforesaid and to pay for all of the costs incurred by it from the said Building Deposit monies. No part of the Building Deposit monies shall be repaid to the owner, or the owner's designate, until the Township Engineer has confirmed that subclauses (i), (ii) and (iv) of Article 14.1 have been satisfied and that the Chief Building Official confirms that subclause (iii) of Article 14.1 has been satisfied.

14.3 Increases to deposits

The amount of the Building Deposit described in this Article may be increased at the Township's discretion.

14.4 Cash or Letter of Credit

The Building Deposit may be paid to the Township in cash or by delivery to the Township's Treasurer of an irrevocable standby letter of credit in a form approved by the Township based upon Form 2 attached to this Agreement.

ARTICLE 15- BUILDING PERMIT REQUIREMENTS

15.1 Permits not assured

The execution of this Agreement by the Township shall not be deemed to give any assurance that a building permit when applied for shall be issued.

15.2 Prerequisites for permits

The Chief Building Official shall not issue a building permit(s) for the Lands until the following conditions have been fulfilled:

- (i) Any Holding "H" provision in the zoning by-law affecting the parcel has been removed;
- (ii) Preliminary Acceptance as per Article 8.1 has been granted for Stage 1 and Stage II services.
- (iii) the Individual Lot Plan detailed in Article 7.3 has been approved by the Township for the parcel of land for which a permit is required;
- (iv) the Township has received payment of any monies to be paid pursuant to Article 4.3 and any applicable Development or Educational Development Charge;
- (v) all municipal taxes are paid in full in respect of all the Lands;
- (vi) the security required by Article 10 is in good standing;
- (vii) the Building Deposit described in Article 14.1 has been paid to the Township;
- (viii) The plan(s) of subdivision (or applicable phase thereof) has (have) been registered on the title of the property;
- (ix) The dwelling unit shall be included in and benefit from the current Ontario New Home Warranty Plan, as amended or replaced;
- (x) The Developer has complied with all of the provisions of this agreement, the plans, and the additional plans to the date of such application;
- (xi) the application complies with applicable law.

15.3 Refusal to issue permit if Developer in default

The Township shall have the power to refuse to grant building permits for any lot(s) in the plan(s) at any time when the Developer is in default under this Agreement and to issue permits for such stages of construction as authorized by the Chief Building Official.

ARTICLE 16- OCCUPANCY REQUIREMENTS

16.1 Compliance with Ontario Building Code

Occupancy of a residence shall not be permitted until:

- (i) the applicable requirements of the Ontario Building Code have been satisfied;
- (ii) all Stage I, II and III services have been completed and Preliminary Acceptance issued for same;
- (iii) The Sanitary sewage pumping station has been commissioned to the satisfaction of the Township and is fully operational.
- (iv) a water and hydro meter have been installed for the residence meeting Township and Hydro One respective specifications; and
- (v) driveway cuts have been made in the curbs at the approved locations, and granular base has been installed in the driveway ramps.

16.2 Enforcement of occupancy permit requirement

In addition to the requirements of Article 16.1, no residence shall be occupied or used for residential purposes until the Chief Building Official has permitted occupancy following an inspection by the Chief Building Official or his/her designate confirming that all requirements of the Ontario Building Code concerning occupancy have been satisfied with respect to such residence. In the event of a breach of this requirement the whole of the Building Deposit shall be forfeited to the Township and the Township through its agents, employees or contractors, with or without equipment, shall be authorized, at its option, to enter upon the parcel of land to rectify any matter that is deficient or requires repair.

ARTICLE 17 -BUILDING CONSTRUCTION

17.1 Ontario New Home Warranty

All dwelling units built within the plan of subdivision shall be included in and benefit from the current Ontario New Home Warranty Plan, as amended or replaced.

17.2 Design and Siting

The Developer shall ensure that the siting of dwellings on lots or blocks is supervised in such a manner as to avoid conflicts with underground and surface works within road allowances.

17.3 Numbering of Lots

So that each lot may be identified from the street, the Developer agrees to adopt a system of lot identification for each lot from the time the basement is completed until such time as the house number is affixed to the house. The number may, at the option of the Developer, be painted on the basement wall of the house facing the street on which it fronts.

17.4 Construction

The Developer shall require builders:

- (i) to obtain the Township's approval with respect to the location of the temporary site and sales offices;
- (ii) to carry out the construction of all buildings in a manner satisfactory to the Township's Chief Building Official;
- (iii) to acknowledge that the Township may not be able to provide adequate fire protection while the houses are under construction until the watermain which service the plan of subdivision are connected to the existing Township watermain as contemplated by the plans;
- (iv) to provide each dwelling unit with a water meter, which is installed, and made operational in accordance with the Township's Municipal Servicing Standards and to ensure that the water meter is working properly at the time the ownership is transferred to a subsequent purchaser, after which the Township will be responsible for the maintenance of the water meter;
- (v) to not proceed with construction of any building past the basement stage until it has delivered to the Chief Building Official certification of the following:
 - (a) that the elevation of the foundation, the underside of the footings and the garage floor (if poured and completed) comply with the levels shown on the approved site grading and elevation plans and the approved lot grading plan;
 - (b) the location of the foundation on the site, such certificate to be provided by a Registered Professional Engineer or Ontario Land Surveyor;
 - (c) the Geotechnical Consultant's report for the footing excavation if same has been inspected/approved by the Developer's Geotechnical Consultant at the option of the Developer or as may be required by the Township, acting reasonably.
- (vi) that should the location and/or elevation of the foundation not conform to the approved plans, construction shall not proceed until such time as the Public Works Manager and the Chief Building Official approve the location and/or elevation of the foundation;
- (vii) to employ construction methods to prevent the spread of fire within the plan of subdivision. Specifically, and not so as to limit the generality of the foregoing, the Developer shall not construct more than seven (7) dwelling units in a row of abutting lots without providing a fire break. A fire break may consist of a finished structure, a basement structure without framing, a fire-rated wall between units in a townhouse structure or a vacant lot;
- (viii) to post a copy of the overall Approved Grading Plan and a copy of the subdivision sign (as per 5.14) in a conspicuous place in its sales office, as soon as they are available, so that the plan(s) may be easily seen by prospective purchasers of dwelling units and/or lots;

- (ix) to install the eavestrough and downspouts on the units so that they discharge in accordance with the details shown on the Site Plans, as contemplated by this agreement.

17.5 Site Control

The Developer shall require builders:

- (i) to ensure that unoccupied lots and blocks do not become unsightly, by the accumulation of garbage, debris or builders' waste. All construction refuse and debris must be disposed of in an orderly and sanitary fashion and in a manner approved by the Township and the Developer agrees to obtain a similar covenant from each purchaser of vacant lands;
- (ii) to ensure that:
 - (a) they shall not use the travelled portion of the road allowances for the storage of goods and materials and that any such storage shall be at least three (3) metres from the curb;
 - (b) they shall keep the road allowances clear of building debris and obstruction;
 - (c) they shall do everything in their power to keep the road clear for the free flow of traffic for emergency vehicles and the general public; and,
 - (d) the fire hydrants are kept clear and accessible for use by the Township of Southgate for fire protection and watermain flushing as required.
- (iii) to work with the Township to co-ordinate efforts towards a satisfactory and reasonable garbage collection system during early occupancy stages of the plan of subdivision.

17.6 Site Access Condition

If the builder should use the travelled portion of the road allowance for the storage of goods and materials, or should fail to keep the travelled portion of the road allowance clear of building debris and obstructions, or should otherwise fail to keep the travelled portion of the road clear for the free flow of traffic for emergency vehicles and the general public, the Township may, at its option, go onto the property and remove such goods and materials, building debris and obstructions, and do such work as may be necessary to keep the travelled portion of the road clear for the free flow of traffic for emergency vehicles and the general public. Any work completed by the Township to restore traffic access shall be at the Developer's expense.

ARTICLE 18- COVENANTS TO BE REGISTERED ON TITLE

18.1 Covenants on title

The Developer shall incorporate the conditions and covenants set out in Schedule "H" as covenants and restrictions in all deeds for parts of the Lands which run with the land in perpetuity for the benefit of the abutting lands, roads and streets, as the case may be.

ARTICLE 19- LAPSING OF AGREEMENT

19.1 Three-year deadline to commence work

The parties agree that unless required security has been provided pursuant to Article 10 and construction of services commenced within three (3) years from the date of this Agreement, the terms of this Agreement shall lapse, and a new agreement shall be required.

19.2 Servicing allocation deadline to use

Upon any one of the following events occurring, namely, (i) this Agreement lapses in accordance with the provisions of this Agreement herein; or (ii) the water and/or sewage capacity allocations as assigned by phase, have not been utilized to the extent required pursuant to any applicable Township by-law then in force and effect; or (iii) if after 3 years from the date on which both this agreement and the Final Capacity Allocation Agreement have been signed by the parties, the water and/or sewage capacity allocations granted by the Township have not been utilized; then the Developer shall relinquish any water and sewage capacity that the Township has allocated to its development, and the Township may thereafter reallocate part or all of such capacity to other persons or entities as it shall see fit. Any new agreement entered into between the Township and the Developer shall include any new requirements and specifications then being imposed by the Township upon subdividing owners. Alternatively, the Township may, but is not obligated to, extend the deadline. In the event that the Developer enters into a new agreement, the Township does not warrant that all or any of the allocated water and/or sewage capacities will be reallocated to the Developer, and the Developer shall hold the Township harmless if less or no water and/or sewage capacity is allocated to it.

ARTICLE 20 - STOP WORK ORDERS

20.1 The Township's Chief Administrative Officer may issue a development stop work order pursuant to this Agreement:

- i) if the construction or installation of the works and services contemplated by the plans, the additional plans and this agreement are not being complied with (the determination of which shall be in his sole discretion);
- ii) if the Developer has failed to commence to construct the works and services or having commenced such works and services, fails to proceed with reasonable speed to complete the same; or,
- iii) if the Developer is in any other breach of the plans, and the additional plans, or this Agreement.

20.2 A stop work order shall not be issued until after the Chief Administrative Officer has given to the Developer five (5) days (not including Saturday, Sunday, or statutory holidays) notice in writing outlining the matter or matters which are of concern and the Developer has not, in his opinion, taken reasonable steps to rectify such matter or matters. Notwithstanding the foregoing, if at any time the Chief Administrative Officer considers that any situation or condition is unsafe, damaging to the environment or contrary to the provisions of any applicable laws, the Developer shall do, cause to be done or refrain from doing any act or thing as directed by the Chief Administrative Officer; If the Developer fails to comply with such direction, the Township may take any action it deems necessary including issuing an immediate development stop work order.

- 20.3 If a stop work order has been issued and the Developer fails to stop work the Developer shall be deemed to be in breach of this agreement.
- 20.4 If a stop work order has been issued, work shall not begin again until the Developer has made arrangements that are satisfactory to the Chief Administrative Officer to rectify the breach or to correct the improper construction or installation of works and services.
- 20.5 A stop work order may be restricted in its term to the installation or construction of specific underground or above ground services, or to a specific site or area. If it is so restricted, it shall not affect the continuing installation or construction of other services or to work on other sites or areas.

ARTICLE 21 - BREACHES OF AGREEMENT

21.1 The Developer shall be deemed to be in breach of this agreement if there is:

- (i) failure to commence construction of the works and services contemplated by the plans, the additional plans, and this agreement, within the time contemplated in this agreement;
- (ii) failure to complete construction of the works and services contemplated by the plans, the additional plans, and this agreement, within the time contemplated by this agreement;
- (iii) failure to remedy any defect in construction of the said works and services, within the time contemplated by this agreement;
- (iv) failure to properly maintain the said works and services as per this agreement;
- (v) failure to install and maintain adequate siltation control devices;
- (vii) unauthorized use of underground services;
- (viii) failure to ensure that the contractors and builders use the designated construction access for the plan of subdivision, to the extent applicable;
- (ix) failure to keep the roads in the plan of subdivision:
 - (a) free of mud, dust and debris;
 - (b) clear of obstructions;
 - (c) free from the storage of goods and materials; and,
 - (d) clear for the free flow of traffic for emergency vehicles and the general public;
- (x) cancellation of any security given to guarantee performance of this agreement by the person, corporation or other body issuing such security;
- (xi) cancellation of the liability insurance policy deposited by the Developer with the Township pursuant to the terms of this agreement,
- (xii) any other breach of the plans, additional plans, or this agreement;

and the period for curing or commencing to cure the breach, if any, has expired as set out in this Agreement. Notwithstanding anything in this agreement to the contrary, if the Township is

of the opinion that the Developer is in breach of this agreement, the Township shall notify the Developer of such breach, stipulating in such notice the particulars of the breach and the action required by the Developer to remedy the breach. The Developer shall be permitted five (5) days from the Developer's receipt of the said notice to cure the breach, or, if the breach cannot reasonably be cured within such period, to commence to cure the breach and to proceed diligently thereafter to cure the breach, during which time the Developer shall not be in breach of this agreement. The Township may undertake emergency repairs without providing the notice referred to above.

- 21.2 The Developer acknowledges and agrees that, in addition to any other remedy which the Township may have under this agreement, it may enforce any of the provisions hereof by means of a mandatory order or injunctive relief, and the Developer consents and acquiesces to the jurisdiction of the courts and the appropriateness of such remedies.

ARTICLE 22 - ARBITRATION

- 22.1 If a dispute develops between the Township and the Developer as to whether an item is or is not a deficiency, as to whether or not the Township's Public Works Manager should notify the Developer that the services have been properly constructed or installed, as to whether or not the Clerk should issue a Certificate of Preliminary or Final Acceptance of the services, or, as to the amount of reduction of security or any other matter contemplated in this agreement, and such dispute cannot be resolved by agreement between the Township and the Developer, such dispute or disputes shall be resolved by arbitration.

For the purpose of this part of the agreement, the Developer and the Township are collectively called "the Parties". Each of them is called "the Party" as the context requires.

- 22.2 The following are the rules of the arbitration:

- (i) If the Parties can agree upon a single arbitrator, such arbitrator shall conduct the arbitration alone. If they cannot agree on a single arbitrator, then each Party shall appoint an arbitrator and the two so appointed shall appoint a third arbitrator who shall be the chair. If either Party appoints an arbitrator and gives notice of the appointment to the other Party, the other Party must appoint an arbitrator within five (5) business days. If such appointment is not made within such period by the other Party, the arbitrator appointed by the first Party shall be deemed to be a single arbitrator approved by both of them. The two arbitrators shall appoint a third arbitrator within one (1) week;
- (ii) The arbitrator or arbitrators are to be consulting engineers registered as such with the Professional Engineers of Ontario;
- (iii) The arbitrator or arbitrators shall set a date for the hearing of the matters in dispute not later than two (2) months from the date of appointment of the last arbitrator to be appointed;
- (iv) The Party seeking the arbitration shall deliver to the arbitrator or arbitrators and the other Party, at least four (4) weeks before the hearing, a statement of the matters the Party is complaining about, and the other party shall have fourteen (14) days in which to respond;
- (v) The time limits referred to above may be waived by the Party who has not received any documents he should have received and the arbitration may proceed in the absence of any document if failure to deliver it is waived. If a document is not delivered and any Party is taken by surprise as a result, the arbitration may be adjourned at any state and the unnecessary costs incurred may be assessed against the Party failing to deliver it;

- (vi) At the hearing, each Party may adduce whatever evidence it deems advisable. In addition, the arbitrator or arbitrators may view the site in his or their consideration of the matters complained about;
- (vii) The arbitrator or arbitrators shall make their decision as soon as possible after completion of the hearing and viewing the site. The decision (or the majority decision as the case may be) is final and is not to be subject to review or appeal by any Court or other body; and,
- (viii) If the result of the arbitration is in favour, or largely in favour of one Party, the cost of the arbitration, including the expenses of the successful Party, may be ordered to be paid by the unsuccessful Party, failing which order, each Party shall pay its own expenses and the fees of the arbitrators shall be divided equally between them. The arbitrator or arbitrators shall make the decision as to whether the result is in favour or largely in favour of one Party, or if the result is mixed.

22.3 The Parties agree to exclude all provisions of the *Arbitrations Act, 2001*, except those set out in section 3 of the said Act.

ARTICLE 23- GENERAL PROVISIONS

23.1 Registration of Agreement

The Developer hereby agrees that this agreement shall be registered upon title of the land within the plan of subdivision. Such registration shall be at the instance of the Township and at its sole discretion and at the expense of the Developer. The Township's Solicitor will prepare the registration documents and shall ensure that the documents are registered on the title(s) of the land within the plan of subdivision, as appropriate

23.2 Licence to enter

The Developer grants to the Township, and shall retain for itself, a licence to enter upon all parts of the Lands in order to permit all work required by this Agreement to be completed in accordance with all approved plans and specifications. Such licence shall remain in existence until the Township issues a release for the applicable part of the Lands.

23.3 Notices

Any notice, invoice or other writing required or permitted to be given pursuant to this Agreement (including notice of a change of address) shall be deemed to have been given if delivered personally to the party or to an officer of the applicable corporation or, if delivered by prepaid first-class mail, on the third (3rd) day after mailing. The address for service of each of the parties is as follows:

<u>Developer:</u>	Flato Dundalk Meadows Inc. 3621 Highway #7 East, Suite 503 Markham, ON L3R 0G6 Attention: Shakir Rehmatullah, President
-------------------	--

Township: The Corporation of the Township of Southgate
185667 Grey Cty Rd 9
RR 1 Dundalk, On N0C 1B0
Attention: Municipal Clerk

To any other person: at the address shown for such person in the last revised
assessment roll or the latest address for such person as shown
in the Township's records.

23.4 Number and Gender

It is agreed between the parties hereto that the appropriate changes in number and gender shall be implied where the context of this Agreement and any schedules hereto so require in order that the Agreement and any part thereof shall be construed to have its proper and reasonable meaning.

23.5 Headings and Index

All heading and sub-headings and the Index within this Agreement are incorporated for ease of reference purposes only and do not form an integral part of the Agreement.

23.6 Waiver

It is expressly understood and agreed that the remedies of the Township under this Agreement are cumulative and the exercise by the Township of any right or remedy for the default or breach of any term, covenant, condition or agreement herein contained shall not be deemed to be a waiver or alter, affect or prejudice any other right or remedy or other rights or remedies, to which the Township may be lawfully entitled for the same default or breach; and any waiver by the Township of the strict observance, performance or compliance by the Developer or with any term, covenant, condition or agreement herein contained, or any indulgence granted by the Township to the Developer shall not be deemed to be a waiver of any subsequent default or breach by the Developer, nor entitle the Developer to any similar indulgence heretofore granted.

23.7 No assignment without consent

The Developer shall not assign this Agreement without the prior written consent of the Township, which consent will not be unreasonably withheld.

23.8 Severability

If any term of this Agreement shall be found to be *ultra vires* of the Township, or otherwise unlawful, such term shall conclusively be deemed severable and the remainder of this Agreement *mutandis* shall be and remain in full force and effect.

23.9 Developer's acceptance of Agreement

The Developer shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the Township to enter into this Agreement and to enforce each and every term of this Agreement and this Agreement may be pleaded as estoppel against the Developer in any such proceedings.

23.10 Encumbrancer's consent

The Developer covenants that upon execution of this Agreement it shall cause every person having an encumbrance or charge affecting the Lands to postpone such interests in favour of the Township's interests pursuant to this Agreement and to provide duplicate registered copies of such postponement agreements to the Township's solicitor.

23.11 Certification of completion of Agreement requirements

The Developer and its successors, when not in default of this Agreement, may apply for a certificate confirming that all requirements of this Agreement have been complied with upon payment of the applicable fee. The Township may choose not to issue a certificate of compliance with respect to this Agreement for any particular part of the Lands during the months of December, January, February and March. The Township shall not issue such certificate until the following conditions have been fulfilled:

- (i) all those conditions required under Article 15.2 which must be fulfilled prior to making application for a building permit;
- (ii) the certification detailed in Article 7.4 with respect to conformity to the drainage plan has been received by the Township for the lot or block for which a release is sought;
- (iii) the covenants detailed in Article 18 and Schedule "H" are registered on title of the lot or block for which a release is sought;
- (iv) the sodding of the lot has been completed;
- (v) all of the services set out in Article 5.14 have been completed and the Final Acceptance with respect to same has been granted; and
- (vi) the Developer has delivered to the Township Engineer a Statutory Declaration stating that all accounts for services and materials for such services have been paid (except the normal guarantee holdbacks) and that there are no claims for liens or otherwise in connection with such services done or materials supplied for or on behalf of the Developer in connection with this Agreement.

23.12 Certificates of Compliance

Until such time as this Agreement has been certified to be complete with respect to any part of the Lands the Township will, upon request and payment of the applicable fee, provide a Certificate of Compliance with respect to such lot which shall detail the requirements of this Agreement yet to be fulfilled and confirming that all other requirements of this Agreement have been complied with.

23.13 Counterparts and electronic transmission

This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement. This Agreement, or its counterparts, may be sent and received by facsimile or similar electronic transmission and the communication by such means will be legal and binding on all parties.

23.14 Interpretation

This agreement shall be interpreted by the laws of Ontario. The ejusdem generis rule shall not apply in interpreting this agreement. The contra proferendum rule shall not apply in interpreting this agreement.

23.15 Minor Amendments

The CAO of the Township may authorize minor amendments to this agreement. Such amendments may be made without prior Council authorization, at his/her sole discretion.

23.16 Enurement

This Agreement and the covenants, provisions and conditions herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. This agreement shall enure to the benefit of the Township, its successors and assigns. The benefits and the burden of the covenants, agreements, conditions and undertakings herein contained shall run with the land and are binding upon the land and upon the Developer and its successors and assigns.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seal under the hand of their proper officers or set their hand and seal.

FLATO DUNDALK MEADOWS INC.

Per: _____ Date: _____
Shakir Rehmatullah, President

I have authority to bind the Corporation

2358737Ontario Inc.

Per: _____ Date: _____
Shakir Rehmatullah, 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

PIN 37268-0890 (LT)

PART OF LOTS 233 AND 234, CONCESSION 1, SOUTHWEST OF THE TORONTO AND SYDENHAM ROAD, GEORGRAPHIC TOWNSHIP OF PROTON, TOWNSHIP OF SOUTHGATE, COUNTY OF GREY, PARTS 1 & 2, 16R-10668, SAVE & EXCEPT 16M-61 AND EXCEPT BLOCK 141, 16M-68.

2358737 Ontario Inc. Lands and the Lands are collectively referred to herein this Agreement as the "Lands"

SCHEDULE "A1"

Legal Description

PIN 37268-0887 (LT)

PART OF LOT 232, CONCESSION 1, SOUTHWEST OF THE TORONTO AND SYDENHAM ROAD, GEORGRAPHIC TOWNSHIP OF PROTON, TOWNSHIP OF SOUTHGATE, COUNTY OF GREY, AS PARTS 1, 2 & 3 ON 16R-10855; EXCEPT PLAN 16M-65 AND PLAN 16M-68

2358737 Ontario Inc. Lands and the Lands are collectively referred to herein this Agreement as the "Lands"

SCHEDULE "B"
Conditions of Draft Plan Approval

Applicant: Flato Dundalk Meadows Inc. (c/o Shakir Rehmatullah)

File No.: 42T-2015-05

Municipality: Township of Southgate

Location: Part of Lots 233 and 234, Concession 1 (Geographic Township of Proton)

Date of Decision: November 10, 2016

Date of Notice: November 16, 2016

Last Date of Appeal: December 6, 2016

Plan of Subdivision File No. 42T-2015-05 has been granted draft approval. The County's conditions of final approval for registration of this draft plan of subdivision are as follows:
No. Conditions

-
1. That this approval applies to the draft Plan of Subdivision as prepared by MHBC Planning dated December 11, 2015 and revised July 5, 2016, showing 501 residential lots, 311 lots for detached dwellings (Lots 1 to 311) and 190 residential lots for townhouse dwellings within Blocks 312 to 350, ten park blocks (Blocks 351 to 360), three stormwater pond blocks (Blocks 361 to 363), four Open Space Blocks (Blocks 364 to 367), three future right of way blocks (Blocks 368 to 370), one road widening block (Block 371) and 0.3 metre reserve(s) (Block 372), and Streets 'A' to 'J'.
 2. That Blocks 351 to 370 be deeded to the Township of Southgate and that Blocks 371 and 372 (road widening and 0.3 metre reserve(s) blocks) be deeded to the Ministry of Transportation.
 3. That the road allowances included in this draft plan shall be shown and dedicated to the Township of Southgate as public highways.
 4. That the streets shall be named, subject to final approval of Township Council, and provided that such new streets names are not duplicates of street names or phonetic sounding street names elsewhere in the County.
 5. That any dead ends, daylighting triangles at street intersections and open sides of road allowances created by this draft plan shall be terminated in 0.3 metre reserves to be conveyed to, and held in trust, by either the Township of Southgate or the Ministry of Transportation, as appropriate.
 6. That the Owner agrees to satisfy the requirements of the Township in reference to parkland dedication in a manner satisfactory to the Township in pursuant to the provisions of the Planning Act, R.S.O 1990 as amended.
 7. That prior to final approval by the County, the County is to be advised by the Township and the Grand River Conservation Authority that the proposed subdivision is zoned appropriately. This zoning shall have a holding provision for all the lands requiring access to municipal services. The holding provision may be removed in phases, upon entering into a subdivision agreement and when adequate municipal water and sewer capacity are available.

8. That the Owner agrees in writing to satisfy all the requirements, financial and otherwise, of the Township of Southgate and without limiting the generality of the foregoing, the provision of roads, installation of services, installation of sidewalks and trails, and drainage.
9. That prior to the final approval and registration of the phases of the plan, the Township of Southgate allocate by by-law water supply capacity and sewage treatment plant capacity.
10. The Owner shall develop a phasing plan to the satisfaction of the Township. The phasing plan shall address matters including but not limited to the allocation of servicing, any necessary temporary works such as turning circles, sidewalk and trail connections, or temporary easements. The phasing plan shall also identify any lots which may be temporarily constrained from development as a result of the phasing. The subdivision agreement between the Owner and the Township shall contain provisions satisfactory to the Township to address phasing arrangements acceptable to the Township, including that servicing shall only be allocated to phases which are being registered and for which securities are provided.
11. The Owner and the Township shall acknowledge in the Subdivision Agreement that sewage and water allocation is not available to service the entire subdivision. The Township is undertaking the necessary approvals to provide the required servicing. Final approval shall only be given to each phase of the development where sanitary and water services are available and constructed to the subdivision or financially secured.
12. That such conveyances and easements as may be required by an appropriate authority for municipal servicing, utility or drainage purposes shall be granted to the appropriate authority.
13. That the developer prepare and submit a Tree Planting and Landscaping plan for approval by the Township to satisfy the comments raised by Six Nations. The plan will specifically provide for additional tree planting in the park and open space areas as well as the provision of trees for individual lots.
14. That prior to final approval by the County of Grey or any construction or grading on the subject property, the Owner or its agent shall submit the following plans or reports to the Grand River Conservation Authority (if required), the Ministry of the Environment and Climate Change (if required), the Ministry of Transportation (if required), and to the Township of Southgate for review and approval:

- a) Lot grading and drainage control plans that show the limits of all grading including existing and proposed site grades and drainage;
- b) A storm servicing plan showing the layout of the storm sewer system;
- c) A final Stormwater Management Report and Plans in accordance with the Stormwater Management Practices Planning and Design Manual (Ministry of the Environment, 2003) and in keeping with the Preliminary Servicing and Stormwater Management Report (dated June 2016 prepared by CF Crozier and Associates). The report shall include an assessment of the impacts on off-site watercourses and municipal drains and show how the infiltration function will be protected or maintained.
- d) Erosion and sedimentation control plans in accordance with the Grand River Conservation Authority's Guidelines for sediment and erosion control which show how the exposed soils, sediments, and eroded materials will be minimized and retained on site during all phases of construction and how the infiltration function will be protected or maintained. Plans should include maintenance requirements for all employed devices.
- e) Completion of a Final Floodplain Study and required works consistent with the June 2016 Floodplain Assessment Report by Croziers and Associates and associated modelling to the satisfaction of the GRCA and through with the submission and approval of permission from the GRCA (only required for Lots 219 to 225).
- f) An Environmental Implementation Report (EIR) to the satisfaction of the Grand River Conservation Authority in consultation with the Township of Southgate. The EIR should include the above noted reports, monitoring, and mitigation outlined in the EIS. The EIR should also provide on-going shallow groundwater monitoring and inspection and reporting scheduled during construction.
- g) The submission and approval of a Development, Interference with Wetlands and Alterations to Shorelines and Watercourses permit from the GRCA prior to any grading within the regulated area.
- h) A detailed Hydrogeological report that provides an assessment of groundwater level monitoring data from on-site piezometers. Data collected

shall be of sufficient duration to establish reasonable high water table conditions under normal or above normal climatic (precipitation) conditions. The report shall, based on the observed seasonal fluctuation in groundwater levels (typically highest in the spring), provide a predicted 'high' groundwater elevation across the site as well as an interpreted high groundwater elevation on a lot by lot basis. The interpreted high groundwater elevation for each lot is intended to ensure a minimum vertical separation of 0.3 metres from the underside of the proposed basement floor elevation to the seasonal high groundwater elevation for each given lot. Proposed lot grading plans for the development shall provide the minimum recommended separation on all lots in conformance with Township standards. Where this is not feasible due to local site constraints, other groundwater management practices such as a groundwater drainage system (i.e. 3rd pipe system) may be implemented provided it can be demonstrated, to the satisfaction of the Township, that it will function under local site-specific conditions in the short and long term.

Any proposed alternative groundwater management practice will require Township and GRCA approval.

- i) An environmental rehabilitation plan addressing protective measures to be taken during construction to ensure retained wetlands and woodland areas will not be impacted.
- j) Engineering design drawings for all works to be constructed as part of the development including any off-site works that are the responsibility of the Owner.
- k) If the Owner intends to import fill from off the subject site for use on the site, the Developer shall prepare and implement a Soil Testing, Site/Soil Management, and Reporting Protocol. If grading is proposed prior to implementation of the Subdivision Agreement, a Site Alteration Permit Agreement with the Township will be required.
- l) Detailed access plans to Highway 10 at the time the access is required for the applicable phase;
- m) Prepare and implement a construction traffic access and control plan for all phases of servicing and building construction to the satisfaction of the Township and MTO. All damage or maintenance required to surrounding streets because of such traffic shall be at the developer's costs.

- n) A Traffic Impact Study which identifies all required access locations and improvements required to accommodate the site traffic, and includes an assessment of off-site traffic impacts and recommendations for mitigation of these impacts. This Traffic Impact Study shall be submitted prior to final approval of each phase and shall be completed to the satisfaction of the Township, MTO and County Transportation Services.
15. That the subdivision agreement between the Owner and the Township shall agree in writing acceptable to the Township the following matters:
- a) To undertake all works according to the plans and reports approved under Condition 14 above;
 - b) To maintain all storm water management and erosion and sedimentation control structures in good repair and operating order throughout all phases or construction until Final Acceptance of services has been granted by the Township. The Owner is responsible to satisfy all requirements of the Environmental Compliance Approval (ECA) until Final Acceptance has been granted.
 - c) To investigate any well interference complaints received by the Developer, Developer's Agents, Ministry of Environment and Climate Change or the Township, from the start of construction until final acceptance of the first phase of the subdivision. The results of each investigation shall be submitted for review to the Township and the Ministry of the Environment and Climate Change within 60 days of the complaint being received. The Owner shall be required to pay for any well interference assessment, completed to the satisfaction of the Township. If determined to be a valid complaint, acceptable well interference mitigation to a complaint may include well deepening and/or pump lowering. The Owner agrees to reimburse the cost of any mitigation.
 - d) To erect a subdivision sign on the property containing the following information:
 - i. Identifying all proposed uses within the draft approved plan of subdivision and adjacent uses
 - ii. Identifying off street parking restrictions to be imposed by the Township upon Final Acceptance of the subdivision

- iii. Illustrating the location of proposed sidewalks, public walkways, trails, parks, fences and community mailbox locations.
16. That the subdivision agreement between the Owner and the Township shall contain provisions whereby the Owner shall make satisfactory arrangements with the appropriate providers for the provision of permanent and/or temporary hydro, telephone, natural gas, internet and cable television services to this plan. the appropriate providers for the provision of permanent and/or temporary hydro, telephone, natural gas, internet and cable television services to this plan.
17. That the Owner obtains final approval from the Ministry of Transportation for the proposed permanent access of Street 'H' to Highway 10, that the Owner meet all conditions required by MTO, and constructs and completes any required access upgrades to Highway 10 and the entrance from Highway 10 at the time of the applicable phase.
18. That the subdivision agreement between the Owner and the Township of Southgate contain wording to the effect that all agreements of purchase and sale shall ensure that all persons who make first purchases of land within the plan of subdivision after final approval of the subdivision plan, are informed when land is transferred, of all the development charges related to this development, including the County's development charges.
19. That the subdivision agreement between the Owner and the Township of Southgate be registered against the lands to which it applies, and that a copy of the registered subdivision agreement be filed with the County of Grey and the Ministry of Transportation.
20. That the subdivision agreement between the Owner and the Township address servicing financing in order to ensure the construction and financing of all external services which are necessary to provide appropriate levels of service to this plan of subdivision. Details of these external services are to be confirmed as part of detailed design.
21. That the Owner pays the cost of supplying and erecting street name and traffic control signs in the subdivision, to the satisfaction of the Township.
22. That any domestic wells and boreholes drilled for hydrogeological or geotechnical investigations within the limits of the draft plan of subdivision be properly abandoned by the Owner, when no longer required, in accordance with the Ministry of Environment and Climate Change Regulations and Guidelines to the satisfaction of the Township.

23. That the developer shall submit a report prepared by a Professional Engineer to the satisfaction of the Chief Building Official certifying all structural fill placed below proposed building locations. This report shall include the following information: lot number, depth of fill, top elevation of fill and the area approved for building construction from the street line.
24. That the developer shall submit a report prepared by a Professional Engineer to the satisfaction of the Chief Building Official providing an opinion on the presence of soil gases (radon and methane) in the plan of subdivision in accordance with applicable provisions contained in the Ontario Building Code.
25. That the developer shall include in the subdivision agreement and insert in all agreements of purchase and sale or lease for each dwelling in the subdivision "The lands to the south and east of the subdivision are being utilized for normal agricultural operations that may result in noise, dust, odour and other potential nuisances associated with livestock or agricultural uses. These normal agricultural practices may occasionally affect the living environment of residents in close proximity to agricultural operations".
26. That the developer shall include in the subdivision agreement and insert in all agreements of purchase and sale or lease for each lot/dwelling in the subdivision - "Servicing capacity currently does not exist for the entire development. This could lead to a delay in the timing of final approval and the construction of any given dwelling within the subdivision". This clause is no longer required when sufficient servicing capacity exists for the entire development.
27. A Noise Impact Assessment will be required with respect to traffic noise on Highway 10 to be completed to the satisfaction of MTO and the Township.
28. That prior to final approval by the County of Grey, the County of Grey is advised in writing by the Bluewater District School Board and the Bruce Grey Catholic School Board that the Owner and the School Board have reached an agreement regarding the supply and erection of a sign (at the Owner's expense) affixed to the subdivision sign advertising residents that the students may be directed to schools outside the neighbourhood.
29. That the Owner shall complete to the satisfaction of Canada Post the following:
 - a) Include on all offers of purchase and sale a statement that advises the prospective purchasers:

Municipality: Township of Southgate

Location: Part of Lots 233 and 234, Concession 1 (Geographic Township of Proton)

Date of Decision: November 10, 2016

Date of Notice: November 16, 2016

Last Date of Appeal: December 6, 2016

- i. That home/business mail delivery will be from a designated Centralized Mail Box (CMB);
 - ii. That the developers/owners be responsible for officially notifying the purchasers of the exact CMB locations prior to the closing of any home sales.
 - b) The Owner further agrees to:
 - i. Work with Canada Post to determine and provide temporary suitable CMB locations which may be utilized by Canada Post until the curbs, boulevards and sidewalks are in place in the remainder of the subdivision
 - ii. Determine the location of all centralized mail receiving facilities in co-operation with Canada Post and to indicate the location of the centralized mail facilities on the appropriate maps, information boards posted in the subdivision. Maps are also to be prominently displayed in the sales office showing specific Centralized Mail Facility locations

Canada Post's multi-unit policy, which requires that the owner/developer provide the centralized mail facility at their own expense, will be in effect for buildings and complexes with a common lobby, common indoor or sheltered space.
 - c) That the installation of island(s) or median(s) on the streets or roadways adjacent to the easement(s) chosen for CMB use be prohibited.
30. The following conditions shall be addressed to the satisfaction of the Ministry of Transportation:
- a) That prior to final approval an 8 metre widening extending across the entire highway frontage (with the exception of the proposed street opening) be established as Blocks and dedicated as public highway on the owner's certificates and the final plan. A draft of the final Plan of Subdivision must be submitted to MTO for review
 - b) The prior to final approval, visibility triangles with minimum dimensions to be designed in accordance with the Geometric Design Standards Manual for Ontario Highways, be dedicated as public highway under the owner's

certificate on the final plan. A draft of the final Plan of Subdivision must be submitted to MTO for review.

- c) That prior to final approval, a 0.3 metre reserve extended across the entire highway frontage including the visibility triangles (with the exception of the proposed street opening) be conveyed by deed to the MTO. All reserves by deed must be free and clear of all mortgages, liens, and encumbrances. The reserve must be illustrated as Blocks on the Plan of Subdivision. A draft of the final Plan of Subdivision must be submitted to the MTO for review. A draft of the transfer of deed and certification of title conveying the Blocks to the MTO must be submitted for review and approval prior to being registered.
 - d) That prior to final approval of any given phase, the owner shall submit to MTO and the County Transportation Services for their review and approval a copy of the Traffic Impact Study (TIS) indicating the anticipated traffic volumes and their impact upon the intersection of Highway 10 and the proposed street and the intersection of Highway 10 and Main Street. The TIS shall include the traffic generated by all the contributing Flato lands.
 - e) That prior to final approval of the applicable phase that requires access to Highway 10, the owner shall enter into a legal agreement with the MTO whereby the owner agrees to assume financial responsibility for the design and construction of the new street entrance and all necessary associated highway improvements.
 - f) That prior to final approval of the applicable phase that requires access to Highway 10, the owner shall submit to the MTO for their review and approval, a copy of the detailed drainage/storm water management plan/report indicating that intended treatment of the calculated runoff.
 - g) The Owner will ensure that the MTO receives a draft copy of the Subdivision Agreement that is to be executed between the Owner and the municipality for the proposed development in order to verify that these conditions are included in the agreement.
 - h) The Owner will ensure that the MTO receives written confirmation from the municipal approval authority stating that this proposed development has received all approvals as may be necessary from other agencies.
31. That consistent with the County of Grey's current provisions for processing and

approving plans of subdivision the Owner's surveyor shall agree to provide to the County a digitized disk of this final plan to be registered in a computerized format which is compatible with Autocad ".dwg" file.

32. That the Owner's surveyor provide to the County a copy of the deposited Reference Plan which had been submitted to the Land Registry/Land Titles Office for Grey for "First Registration Under the Land Titles Act, R. S. O. 1990, c.L.5".
33. If final approval is not given to this plan within three years of the draft approval date, and no extensions have been granted, draft approval shall lapse under Subsection 51(32) of the Planning Act, RSO 1990, as amended. If the owner wishes to request an extension to draft approval, a written explanation together with the applicable application fee and a resolution from the Township of Southgate must be received by the County of Grey Director of Planning, prior to the lapsing date. Please note that an updated review of the Plan and revisions to the conditions of approval may be necessary if an extension is to be granted. Servicing availability will also be a consideration as to whether or not draft approval will be extended.
34. That prior to final approval being given, the County is advised in writing by the Township of Southgate how Conditions 2 to 33 have been satisfied.
35. That prior to final approval being given, the County is advised in writing by the Grand River Conservation Authority how Conditions 7, 14 and 15 have been satisfied.
36. That prior to final approval being given, the County is advised in writing by the Bluewater District School Board how Condition 28 has been satisfied.
37. That prior to final approval being given, the County is advised in writing by the Bruce Grey Catholic School Board how Condition 28 has been satisfied.
38. That prior to final approval being given, the County is advised in writing by Canada Post how Condition 29 has been satisfied.
39. That prior to final approval being given, the County is advised in writing by the Ministry of Transportation how Conditions 2, 5, 14, 15, 17, 19, 27 and 30 have been satisfied.
40. That prior to final approval being given, the County is advised by the Ministry of

Environment and Climate Change how Conditions 14 and 15 have been satisfied.

41. That prior to final approval being given, the County is advised in writing from the County Transportation Services Department how Condition 14(n) and 30(d) has been satisfied.
42. The Owner shall obtain a letter from the Ministry of Tourism, Culture and Sport that the Archaeological Assessment has been entered in the Ontario Public Register of Archaeological Reports, which is to be shared with the Township of Southgate and the County of Grey.
43. THAT the Owner have prepared by an Ontario Land Surveyor a final plan in accordance with the Surveys Act, and with the Registry Act or the Land Titles Act, as the case may be and have provided that plan to the County of Grey prior to the lapsing date the mylars and white prints necessary for final approvals and registration.
44. That the Owner remit to the County the applicable final approval fee when the final plan is being presented to the County for the County's consideration for final approval.

NOTES TO DRAFT APPROVAL

1. It is the applicant's responsibility to fulfil the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Grey, quoting the County file number.
2. An electrical distribution line operating at below 50,000 volts might be located within the area affected by this development or abutting this development. Section 186 - Proximity - of the Regulations for Construction Projects in the Occupational Health and Safety Act, requires that no object be brought closer than 3 metres (10 feet) to the energized conductor. It is proponent's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the Act. They should also be aware that the electrical conductors can raise and lower without warning, depending on the electrical demand placed on the line. Warning signs should be posted on the wood poles supporting the conductors stating "**DANGER - Overhead Electrical Wires**" in all locations where personnel and construction vehicles might come in close proximity to the conductors.

3. Clearances are required from the following:

Township of Southgate, 185667 Grey Road 9, RR 1, Dundalk, ON, N0C1B0

Grand River Conservation Authority, 400 Clyde Road, P.O. Box 729,
Cambridge, ON N1R 5W6

Ministry of Transportation, Corridor Management Section, Engineering
Office, 659 Exeter Road, London, ON, N6E 1L3

Canada Post, 955 Highbury Avenue, London, ON, N5Y 1A3

Ministry of Environment and Climate Change (c/o Ministry of Municipal
Affairs), 659 Exeter Road, 2nd Floor, London, ON N6E 1L3

Bluewater District School Board, P.O. Box 190, 351 1st Avenue North,
Chesley, ON, N0G 1L0

Bruce Grey Catholic District School Board, 799 16th Avenue, Hanover,
ON, N4N 3A1

County Transportation Services, 595 9th Avenue East, Owen Sound, ON, N4K
3E3

4. We suggest you make yourself aware of the following subsections of the Land
Titles Act:

- a) subsection 144(1) requires all new plans to be registered in a Land Titles
system if the land is situated in a land titles division; and
- b) subsection 144(2) allows certain exceptions.

The subdivision plan for Registration must be in conformity with the applicable
Ontario Regulation under The Registry Act.

5. Inauguration or extension of a piped water supply, a sewage system or a storm
drainage system, is subject to the approval of the Ministry of the Environment
and Climate Change under the Ontario Water Resources Act, RSO 1990, as
amended.

6. All measurements in subdivision final plans must be presented in metric units.
7. That the applicant contact Canada Post at the address below for the supply and installation of Community Mailboxes (CMB). The location of these CMB's will require the approval of the Township of Southgate.

Delivery Planning Officer, Canada Post Corporation, 955 Highbury Ave, London, Ontario, N5Y 1A3

8. The final plan approved by the County must be registered within thirty (30) days or the County may withdraw its approval under subsection 51(32) of the Planning Act RSO 1990, as amended.
9. MTO Notes:
 - a) MTO Building and Land Use permits are required prior to the commencement of construction of any component of the subdivision including use off the lands for stockpiling of material and pre-grading
 - b) An MTO entrance permit is required for construction of the new street access.
 - c) All structures integral to the subdivision shall be setback a minimum of 14 metres from the widened highway property limit.
 - d) MTO may require a security fence along the west limit of Highway 10 should noise barriers not be required.
 - e) All site signing visible from the Highway requires MTO permits prior to installation.

Applicant: Flato Dundalk Meadows Inc. (c/o Shakir Rehmatullah)

File No.: 42T-2015-05 (Revised)

Municipality: Township of Southgate

Location: Part of Lots 233 and 234, Concession 1 (Geographic Township of Proton)

Date of Decision: February 23, 2017

Date of Notice: February 28, 2017

Last Date of Appeal: March 20, 2017

Plan of Subdivision File No. 42T-2015-05 has been revised and granted draft approval. The draft plan is hereby revised. The County's conditions of final plan approval for this draft Plan of Subdivision are amended as follows:

No. Conditions

1. Condition 1 of the draft plan conditions approved on November 10, 2016 is hereby deleted and replaced with the following:
That this approval applies to the draft Plan of Subdivision as prepared by MHBC Planning dated December 11, 2015 and revised February 9, 2017, showing a total of 500 residential lots, 310 lots for detached dwellings (Lots 1 to 47, 166 to 217, and 233 to 310) and 190 residential lots for townhouse dwellings within Blocks 311 to 349, eleven park blocks (Blocks 350 to 360), three stormwater pond blocks (Blocks 361 to 363), four open space blocks (Blocks 364 to 367), three future right of way blocks (Blocks 368 to 370), one road widening block (Block 371), 0.3 metre reserve(s) (Block 372), and an overland flow/walkway block (Block 373) and Streets 'A' to 'J'.
2. Condition 2 of the draft plan conditions approved on November 10, 2016 is hereby deleted and replaced with the following:
That Blocks 350 to 370, and Block 373 be deeded to the Township of Southgate and that Blocks 371 and 372 (road widening and 0.3 metre reserve(s) blocks) be deeded to the Ministry of Transportation. The final plans shall show a 0.3 metre reserve along all properties that have highway frontage (including the Rest Area). This would include a 0.3 metre reserve along the side yard of Lot 310 and a 0.3 metre reserve that runs along the rear yards of Blocks 343 to 349, along the shared lot lines of Block 343 and Lot 232 adjacent to the Rest Area. Street 'H' shall be shown on the Plan as being extended to the Provincial Highway and the daylight triangles shall be shown as separate blocks at the intersection of Street 'H' and the road widening for the Provincial Highway.
3. That all other conditions of draft approval as granted on November 10, 2016 remain in effect.

Applicant: Flato Dundalk Meadows Inc. (c/o Shakir Rehmatullah)

File No.: 42T-2015-05 (Revised)

Municipality: Township of Southgate

Location: Part of Lots 233 and 234, Concession 1 (Geographic Township of Proton)

Date of Decision: June 13, 2019

Date of Notice: June 18, 2019

Last Date of Appeal: July 8, 2019

Plan of Subdivision File No. 42T-2015-05 has been revised and granted draft approval. The draft plan is hereby revised. The County's conditions of final plan approval for this draft Plan of Subdivision are amended as follows:

No.	Conditions
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- | | |
|----|--|
| 1. | Condition 1 of the draft plan conditions approved on November 10, 2016 and revised on February 23, 2017 is hereby deleted and replaced with the following: |
|----|--|

That this approval applies to the draft Plan of Subdivision as prepared by MHBC Planning dated December 11, 2015 and revised March 13, 2019, showing a total of 500 residential lots, 310 lots for detached dwellings (Lots 1 to 47, 166 to 217, and 233 to 310) and 190 residential lots for townhouse dwellings within Blocks 311 to 349, eleven park blocks (Blocks 350 to 360), three stormwater pond blocks (Blocks 361 to 363), four open space blocks (Blocks 364 to 367), three future right of way blocks (Blocks 368 to 370), one road widening block (Block 371), 0.3 metre reserve(s) (Block 372), and an overland flow/walkway block (Block 373) and Streets 'A' to 'J'.

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| 2. | That all other conditions of draft approval as granted on November 10, 2016 and revised on February 23, 2017 remain in effect. |
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Applicant: Flato Dundalk Meadows Inc. (c/o Shakir Rehmatullah)

File No.: 42T-2015-05 (Revised)

Municipality: Township of Southgate

Location: Part of Lots 233 and 234, Concession 1 (Geographic Township of Proton)

Date of Decision: January 9, 2020

Date of Notice: January 10, 2020

Last Date of Appeal: January 30, 2020

Plan of Subdivision File No. 42T-2015-05 has been revised and granted draft approval. The draft plan is hereby revised. The County's conditions of final plan approval for this draft Plan of Subdivision are amended as follows:

No.	Conditions
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|----|--|
| 1. | Condition 1 of the draft plan conditions approved on November 10, 2016 and revised on February 23, 2017 and June 13, 2019 is hereby deleted and replaced with the following: |
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That this approval applies to the draft Plan of Subdivision as prepared by MHBC Planning dated December 11, 2015 and revised November 1, 2019, showing a total of 500 residential lots, 310 lots for detached dwellings (Lots 1 to 47, 166 to 217, and 233 to 310) and 190 residential lots for townhouse dwellings within Blocks 311 to 349, eleven park blocks (Blocks 350 to 360), three stormwater pond blocks (Blocks 361 to 363), four open space blocks (Blocks 364 to 367), three future right of way blocks (Blocks 368 to 370), one road widening block (Block 371), 0.3 metre reserve(s) (Block 372), and an overland flow/walkway block (Block 373) and Streets 'A' to 'J'.

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| 2. | That all other conditions of draft approval as granted on November 10, 2016 and revised on February 23, 2017 remain in effect. |
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Applicant: Flato Dundalk Meadows Inc. (c/o Shakir Rehmatullah)

File No.: 42T-2015-05 (Revised)

Municipality: Township of Southgate

Location: Part of Lots 233 and 234, Concession 1 (Geographic Township of Proton)

Date of Decision: October 20, 2020

Date of Notice: October 30, 2019

Last Date of Appeal: November 19, 2020

Plan of Subdivision File No. 42T-2015-05 has been revised and granted draft approval. The draft plan is hereby revised. The County's conditions of final plan approval for this draft Plan of Subdivision are amended as follows:

No.	Conditions
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|----|---|
| 1. | Condition 1 of the draft plan conditions approved on November 10, 2016 and revised on February 23, 2017, June 13, 2019 and January 19, 2020 is hereby deleted and replaced with the following:
That this approval applies to the draft Plan of Subdivision as prepared by MBHC Planning dated December 11, 2015 and revised January 28, 2020, showing a total of 467 residential lots, 310 lots for detached dwellings (Lots 1 to 310) and 157 residential lots for townhouse dwellings within Blocks 311 to 343, one commercial block (Block 344) eleven park blocks (Blocks 350 to 360), three stormwater pond blocks (Blocks 361 to 363), four open space blocks (Blocks 364 to 367), three future right of way blocks (Blocks 368 to 370), one road widening block (Block 371), 0.3 metre reserve(s) (Blocks 372), and an overland flow/walkway block (Blocks 345 and 373) and Streets "A" to "J". |
| 2. | Condition 2 of the draft plan conditions approved on November 10, 2016 and revised on February 23, 2017 is hereby deleted and replaced with the following:
That Blocks 345, 350 to 370, and Block 373 be deeded to the Township of Southgate and that Block 371 and 372 (road widening and 0.3 metre reserve(s) blocks) be deeded to the Ministry of Transportation. The final plans shall show a 0.3 metre reserve along all properties that have highway frontage (including the Rest Area). This would include a 0.3 metre reserve along the side yard of Lot 310 and a 0.3 metre reserve that runs along the rear yards of Blocks 339 to 344, along the shared lot lines of Block 339 and Lot 232 adjacent to the Rest Area. Street "H" shall be shown on the plan as being extended to the Provincial Highway and the daylight triangles shall be shown as separate blocks at the intersection of Street "H" and the road widening for the Provincial Highway. |
| 3. | That Condition 7 of the draft plan conditions approved on November 10, 2016 be revised by adding the following:
Prior to final approval and registration of the subdivision, Local Official Plan Amendment 26 to the Township of Southgate Official Plan shall be in force and effect under Section 17 of the Planning Act. |
| 4. | That all other conditions of the draft approval as granted on November 12, 2016 and revised on February 23, 2017 remain in effect. |

Applicant: Flato Dundalk Meadows Inc. (c/o Shakir Rehmatullah)

File No.: 42T-2015-05 (Revised)

Municipality: Township of Southgate

Location: Part of Lots 233 and 234, Concession 1 (Geographic Township of Proton)

Date of Decision: January 13, 2022

Date of Notice: January 25, 2022

Last Date of Appeal: February 14, 2022

Plan of Subdivision File No. 42T-2015-05 has been revised and granted draft approval. The draft plan is hereby revised. The County's conditions of final plan approval for this draft Plan of Subdivision are amended as follows:

No.	Conditions
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- | | |
|----|---|
| 1. | Condition 1 of the draft plan conditions approved on November 10, 2016 and revised on February 23, 2017, June 13, 2019, January 9, 2020 and October 22, 2020 is hereby deleted and replaced with the following: |
|----|---|

That this approval applies to the draft Plan of Subdivision as prepared by MHBC Planning dated December 11, 2015 and revised July 13, 2021, showing a total of 467 residential lots, 310 lots for detached dwellings (Lots 1 to 310) and 157 residential lots for townhouse dwellings within Blocks 311 to 343, one commercial block (Block 344), ten park blocks (Blocks 350 to 354 and 356 to 360), one sewage pump block (Block 355), three stormwater pond blocks (Blocks 361 to 363), four open space blocks (Blocks 364 to 367), three future right of way blocks (Blocks 368 to 370), one road widening block (Block 371), 0.3 metre reserve(s) (Block 372), and three overland flow/walkway blocks (Blocks 345, 373 and 374) and Streets 'A' to 'J'.

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| 2. | Condition 2 of the draft plan conditions approved on November 10, 2016 and revised on February 23, 2017 and October 22, 2020 is hereby deleted and replaced with the following: |
|----|---|

That Blocks 345, 350 to 370, and Blocks 373 and 374 be deeded to the Township of Southgate and that Blocks 371 and 372 (road widening and 0.3 metre reserve(s) blocks) be deeded to the Ministry of Transportation. The final plans shall show a 0.3 metre reserve along all properties that have highway frontage (including the Rest Area). This would include a 0.3 metre reserve along the side yard of Lot 310 and a 0.3 metre reserve that runs along the rear yards of Blocks 339 to 344, along the shared lot lines of Block 339 and Lot 232 adjacent to the Rest Area. Street 'H' shall be shown on the Plan as being extended to the Provincial Highway and the daylight triangles shall be shown as separate blocks at the intersection of Street 'H' and the road widening for the Provincial Highway.

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| 3. | That all other conditions of draft approval as granted on November 10, 2016 and revised on February 23, 2017 and October 22, 2020 remain in effect. |
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SCHEDULE "C"

VARIATIONS AND EXCEPTIONS FROM STANDARD PROVISIONS OF AGREEMENT

General matters:

1. All references to Lots or Blocks in this Agreement refer to Lots or Blocks on the Draft Plan of Subdivision identified in Schedule "B" unless specific reference to other plan(s) have been made.
2. Developer shall cause the streets within the plan of subdivision to be named at the time of registration of the plan in the manner specified by the Township.
3. The Developer shall ensure that the underground hydro electrical services and other utilities within its plan of subdivision are designed and installed to meet regulations/standards and avoid conflicts with municipal services. Prior to installation of utilities, the Developer is required to receive approval of the Composite Utility Plan (CUP) and related Municipal Consent from the Township.
4. The Developer shall enter into a Service Finance Agreement with the Township to address costs associated with the construction of required external infrastructure, if required by the Township.

Model Home Agreement

5. Provided that an appropriate level of servicing has been attained, the Developer may apply to the Township for a Model Home Agreement.

Well Interference

6. The Developer agrees to investigate any well interference complaints received including complaints received by the Developers Agents, Ministry of Environment and Climate Change or the Township. Any assessment undertaken by the Developer or its Agents shall be completed to the satisfaction of the Township. The Developer further agrees to provide the results of each assessment to the Township and Ministry of the Environment and Climate Change within 60 days of the complaint being received. The Developer is required to pay for any well interference assessments undertaken. If the assessment determines that a complaint is valid, acceptable well interference mitigation is required and may include deepening and/or pump lowering. Any cost associated with mitigation is to be reimbursed by the Developer. This clause is not applicable to the municipal well located at Pt Blk 75, Plan 16M54, DES as Pt 1 on 16R10922; Township of Southgate.
7. Purchase and Sale Agreement Warnings on First Transfer -

The Developer agrees to include in all offers of Purchase and Sale the following:
 - a) the amount of any applicable Development Charges to be paid to the Township or County.

8. Ministry of Transportation Requirements

That prior to final approval by the County of Grey or any construction or grading on the subject property, the Owner or its agent shall submit the following plans or reports to the MTO for review and approval:

- a) Prepare and implement a construction traffic access and control plan for all phases of servicing and building construction to the satisfaction of the MTO. All damage or maintenance required to surrounding streets because of such traffic shall be at the developer's cost.
- b) That prior to final approval of any given phase, the Owner shall submit to MTO for their review and approval a Traffic Impact Study (TIS) which identifies all required access locations and improvements required to accommodate the site traffic, and includes an assessment of off-site traffic impacts and recommendations for mitigation of these impacts.

9. Warning Clauses

The Developer agrees to include the following warning clauses in all offers of purchase and sale or lease for each dwelling unit:

- a) The lands to the east of the subdivision across highway 10 are being utilized for normal agricultural operations that may result in noise, dust, odour and other potential nuisances associated with livestock or agricultural uses. These normal agricultural practices may occasionally affect the living environment of residents in close proximity to agricultural operations.
 - b) "Servicing capacity currently does not exist for the entire development. This could lead to a delay in the timing of final approval and the construction of any given dwelling within the subdivision". This clause is no longer required when sufficient servicing capacity exists for the entire development.
 - i) That home/business mail delivery will be from a designated Centralized Mail Box (CMB);
 - ii) That the developers/owners be responsible for officially notifying the purchasers of the exact CMB locations prior to the closing of any homes sales.
10. In the event the Town requires easements for turning circles through R-Plans from the Developer, as per Schedule "E" attached hereto, the Town covenants and agrees to release the easements when they are no longer required due to the extension of the next applicable phase.
11. Development of Flato Phases 7/8/10 west of the Foley Drain are intended to occur without the access to Highway 10 being completed. However, the impact of the increased traffic on existing streets (i.e. Russell and Main Street) is not clear at this time. If this increase

traffic is problematic in the opinion of the Township, the Highway 10 access, or other improvements (i.e. Russel/Main intersection), may be required to be implemented prior to development of the phases east of the Foley Drain.

SCHEDULE “D”

LANDS TO BE CONVEYED TO TOWNSHIP

PARKS TO BE DEDICATED TO THE TOWN:

Blocks 147 to 150

0.3 METER RESERVES:

Blocks 154 - 160

WALKWAY/TRAILS:

Blocks 145 and 146

SANITARY SEWAGE PUMP STATION:

Block 151

STREETS:

Segment of Municipal ROW - Moody Street
Segment of Municipal ROW - Russell Street including Blocks 152 and 153
Segment of Municipal ROW – VanDusen Avenue
Municipal ROW - Morgan Avenue
Municipal ROW – Stocks Avenue

0.3 METRE RESERVES TO BE REPLACED

- Replace Block 42 of Plan 16M-61 with Part 2 on R Plan 16R-**

SCHEDULE “E”

EASEMENTS TO BE CONVEYED

Such easements as are deemed necessary to implement the approved engineering plans shall be conveyed to the Township in accordance with municipal standards. Other easements that may be required to be conveyed include, but are not limited to, private easements for surface drainage, temporary easements, utility easements and mutual easements between abutting properties for repairs and maintenance.

Developer to submit an Easement Plan to the Township for review/approval prior to registering of easements.

STORM SEWER DRAINAGE EASEMENTS (FOR REAR YARD CATCH-BASINS)

- Part of Lots: 14-19, 72-73, 81-82, 86-88 and 118-119 being Parts 1-8, 9-10, 11-12, 13-15 and 16-18 on 16R- **
- Part of Blocks: 133, 136-138, 139, 142-144 being Parts 19, 20-23, 24 and 25-27 on 16R- **

HYDRO ONE EASEMENTS (FOR TRANSFORMERS AND KIOSK)

- Part of Lots: 3, 4, 9, 10, 15, 29, 30, 33, 41, 50, 51, 79, 80, 84 and 88 being Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 on 16R- **
- Part of Blocks: 133, 139-142, 151 being Parts 18, 19, 20, 21, 22, 23 on 16R- **
- Part of Lot 233, Concession 1 Southwest of The Toronto and Sydenham Road being Parts 24, 25 and 26, and Part of Lot 234, Concession 1 Southwest of The Toronto and Sydenham Road being Part 27 on 16R-**

EASEMENTS ALREADY CONVEYED

Such easements were necessary to implement the approved engineering plans from Phase 2a and Phase 4/5/6 and were conveyed to the Township in accordance with municipal standards.

Developer submitted an Easement Plan to the Township for review/approval prior to registering of easements.

EXISTING SEWER DRAINAGE EASEMENTS (FOR REAR YARD CATCH-BASINS)

- Across Lots 17 - 19, Part of Lot 233 Concession 1 Southwest of The Toronto and Sydenham Road being Part 3 on 16R-11089
- Across Lots 58 - 71, Part of Lot 233 Concession 1 Southwest of The Toronto and Sydenham Road being Part 1 on 16R-11252

EASEMENTS TO BE DISCHARGED

Such easements were necessary to implement the approved engineering plans from Phase 1, 2a, 3 and North and were conveyed to the Township in accordance with municipal standards.

Developer had for earlier phases submitted Easement Plans to the Township for review/approval prior to registering of easements. The easements are no longer required.

EXISTING STORM SEWER DRAINAGE EASEMENTS (FOR TEMPORARY OVERLAND FLOW)

- Part of Lots 233 and 234, Concession 1 Southwest of The Toronto and Sydenham Road being Parts 1 and 2 on 16R-11116
- Part of Lots 233 and 234, Concession 1 Southwest of The Toronto and Sydenham Road being Parts 2, 3 and 4 on 16R-11252

EXISTING TURNING CIRCLE EASEMENTS

- Part of Lot 233, Concession 1 Southwest of The Toronto and Sydenham Road being Part 2 Plan 16R-10924, to be removed and released to Flato.

SCHEDULE "E-1"

FORM OF AGREEMENT DEALING WITH EASEMENTS

1. The following are some of the facts upon which this Transfer/Deed of Easement (the "Easement") is based:
 - (a) The Transferor is the owner in fee simple in possession of the lands in the Township of Southgate, County of Grey, being Part Lots xx on Plan 7M-xx, designated as Parts xx on Reference Plan 7R-xx, hereinafter referred to as "the servient tenement", over which the Easement hereinafter described is conveyed, and is also the owner in fee simple in possession of land abutting upon the servient tenement; and
 - (b) The Transferee is the owner in fee simple in possession of the public and common highways and other land within the Corporation of the Township of Southgate, is the owner of municipal services therein, hereinafter referred to as "the dominant tenement", and is acquiring the Easement hereinafter described for the purpose of extending such municipal services.
2. In consideration of other valuable consideration and the sum of TWO DOLLARS (\$2.00) paid by the Transferee to the Transferor (the receipt and sufficiency of which is hereby acknowledged), the Transferor hereby grants and conveys unto the Transferee, its successors and assigns for it the said Transferee and its servants, agents, workmen, employees and whomsoever else it may designate along with its and their vehicles and equipment, the right and easement at any time and at all times:
 - (a) to enter upon the servient tenement to construct, operate, inspect, maintain, alter, enlarge, repair and replace storm sewers, catch basins, transmission and control of surface water that may drain onto the servient tenement from surrounding land; and
 - (b) to enter upon the servient tenement to construct, operate, maintain, alter, enlarge, repair and replace a swale and any other similar work that may be required for the transmission and control of surface water that may drain onto the servient tenement from surrounding land.
 - (c) the right to allow surface water from rain, snow and hail to flow from the dominant tenement, across the servient tenement from the dominant tenement.
3. The Transferee covenants that after doing any of the work contemplated in the preceding paragraph, it will restore the surface of the servient tenement as nearly as is practicable to its condition before exercising such rights.
4. The Transferee further covenants that it will be responsible for any damage that is caused by its operations in the exercise of its rights aforesaid.
5. The Transferor covenants on behalf of itself, its successors and assigns that it will not do anything to impede the flow of surface water from rain, snow and hail from the dominant tenement over the servient tenement that it will keep the servient tenement free and clear of any trees, building, structures or obstructions and will use the servient tenement only

as a lawn, garden, flower bed or driveway and will not deposit on or remove any fill from the servient tenement which will have the effect of raising or lowering the level thereof and will not do or suffer to be done any other thing which might injure or damage the said municipal services.

This transfer is signed by the transferor on the ____ day of ____, 20____, and by the transferee on the ____ day of ____, 20____.

Transferor

Transferee

SCHEDULE "F"

**PAYMENTS TO BE MADE AND SECURITIES
TO BE PROVIDED TO THE TOWNSHIP**

PAYMENTS TO THE TOWNSHIP

DUE DATE

Building Deposit

upon Building Permit issuance

Development and Education Charges

upon Building Permit issuance

SECURITIES TO THE TOWNSHIP

1. The Phase 7, 8 and 10 Securities Report below is to outline additional securities amount required to support this agreement, and to be reviewed and updated prior to registration of this Agreement.

SCHEDULE “G”

MUNICIPAL SERVICES TO BE PROVIDED BY DEVELOPER

The services described herein shall be constructed in accordance with plans and specifications meeting the Township’s applicable servicing standards and as approved in writing by the Township Engineer.

- 1.1 Storm Drainage Works
 - 1.1.1 Storm Sewers and service connections
 - 1.1.2 Manholes
 - 1.1.3 Catchbasins
 - 1.1.4 Completion of Storm Water Management Facility including improvements to supporting external infrastructure and all related appurtenances.
- 1.2 Wastewater Collection System
 - 1.2.1 Sanitary Sewers and service connections including improvements to supporting external infrastructure and all related appurtenances.
 - 1.2.2 Manholes
 - 1.2.3 All related Appurtenances
 - 1.2.4 Sanitary Sewage Pumping Station to be completed to the Interim Condition including sanitary forcemain connecting in to Phase 1.
- 1.3 Water Distribution System
 - 1.3.1 Water Mains to the limits of the subdivision and service connections including improvements to supporting external infrastructure and all related appurtenances.
 - 1.3.2 Fire hydrants
 - 1.3.3 All related Appurtenances
- 1.4 Roadworks
 - 1.4.1 Roads and streets within the plan of subdivision including improvements to supporting external infrastructure and all related appurtenances,
 - 1.4.2 Boulevard Topsoil and Sodding
 - 1.4.3 Signage (to be installed as required by this agreement and Township servicing standards)
 - 1.4.4 Sidewalks and walkways
 - 1.4.5 Trees *
 - 1.4.6 Retaining Walls
 - 1.4.7 Driveway ramps
 - 1.4.8 All Related Appurtenances
- 1.5 Utilities (to be provided without conflict with other municipal services)
 - 1.5.1 Underground Electrical Distribution System including street lights
 - 1.5.2 Communication System
 - 1.5.3 Natural Gas Distribution System
 - 1.5.4 Street lighting.
 - 1.5.5 All Related Appurtenances
- 1.6 Fences
 - 1.6.1 Fencing in accordance with municipal standards and approved drawings.
 - 1.6.2 Noise control barriers

1.7 Parkland

- 1.7.1 Completion of parkland in accordance with municipal standards and approved drawings.

All services, facilities and items to be provided pursuant to this Agreement shall be constructed, installed and provided as the case may be in accordance with the approved plans and specifications and where not otherwise so specified in accordance with the Township's Municipal Servicing Standards then in effect.

*** Trees shall be planted in accordance with the Township's policies affecting new subdivisions.**

SCHEDULE "H"

THE FOLLOWING COVENANTS AND RESTRICTIONS SHALL BE PLACED IN EVERY CONTRACT FOR THE SALE OF PART OF THE LANDS AND SHALL BE REGISTERED AGAINST THE TITLE TO EVERY LOT OR BLOCK FORMING A PART OF THE LANDS:

The purchaser/transferee covenants as follows:

- i) the purchaser/transferee covenants and agrees that the surface grading and drainage including all swales for the within described land shall at all times conform to the Approved Grading Plan and Individual Lot Plan for the Lands referred to in the Subdivision Agreement with the municipality which controlled the development of the Lands and shall not be altered without the written approval of the municipality;
- ii) the purchaser/transferee covenants and agrees under no circumstances shall roof water, surface water or ground water drains be connected to the municipal sanitary sewer system;
- iii) the purchaser/transferee acknowledges and agrees that a storm sewer service shall be extended from the street line to the top of foundation elevation and that sump pumps shall be connected to the storm sewer service at the top of foundation in accordance with applicable municipal servicing standards, and further, that no gravity connection shall be made to the service. All sump pumps shall be installed with backflow preventers or check valves to the satisfaction of the Chief Building Official.
- iv) the purchaser/transferee covenants and agrees that the construction of any accessory buildings or structures (including swimming pools) shall require the approval of the Township and acknowledges that swimming pools may be adversely affected by high groundwater levels;
- v) the purchaser/transferee covenants and agrees to maintain any fence on the boundary of the within-described lands in good condition if such fence was erected as a requirement of the original subdivision or development agreement affecting the lands and, when necessary, replace same from time to time with a fence made of the same or similar materials and of the same standard;
- vi) the purchaser/transferee covenants that no curb cuts shall be made or permanent driveway ramp installed until the foundation of the dwelling unit to be served by that particular driveway entrance has been completed. If the Developer/transferee proceeds, at their option, to install a driveway cut in advance of the foundation of the dwelling unit, the developer/transferee shall be committed to that driveway location for that lot as part of this agreement and no Building Permit shall be issued for this lot that does not reflect the driveway at that location. The Developer/transferee shall be responsible for damage, if any, to the remaining curb.
- vii) the purchaser/transferee acknowledges and agrees that the soils which are used to backfill around the foundation of the dwelling unit on the subject lands may subside after the date upon which a certificate has been issued indicating that the lands have been graded in accordance with the approved lot grading plan and the purchaser/transferee covenants that in such event he/she /they or it shall provide and place additional soils to ensure that the lot continues to be graded in accordance with the approved lot grading plan,

- viii) the purchaser/transferee covenants and agrees that no building or construction materials associated with the residence to be constructed on the within lands shall be stored on a street allowance or other municipally-owned property; and,
- ix) the purchaser/transferee covenants and agrees to comply with the requirements of the Township's sewer use by-law in effect from time to time.

Each of the above covenants and restrictions shall run with the title to the lands and are declared to be for the benefit of the Transferor's remaining lands and for the benefit of the roads and streets abutting the within-described lands

SCHEDULE "I"

List of Approved Plans

SUBDIVISION: Flato East, 467 lots (Phases 7,8,10)

List of Drawings

Developer: **Flato Dundalk Meadows Inc.**

<u>Drawing #</u>	<u>Rev #</u>	<u>Date</u>	<u>Drawing Title</u>	<u>Firm Prepared By</u>
100	5	March 5, 2019	Cover Page & Drawing List	CF Crozier
100A	2	Aug. 17, 2017	Flato North Draft Plan	MHBC
100B	6	July 13, 2021	Flato East Redline Draft Plan of Subdivision	MHBC
100D		Dec. 15, 2021	Composite Phasing Plan	MHBC
101	7	Nov. 22, 2021	General Site Servicing Plan	CF Crozier
102A	7	Nov. 22, 2021	Site Grading Plan (North East Part)	CF Crozier
102B	7	Nov. 22, 2021	Site Grading Plan (South East Part)	CF Crozier
102C	7	Nov. 22, 2021	Site Grading Plan (North Central Part)	CF Crozier
102D	7	Nov. 22, 2021	Site Grading Plan (South West Part)	CF Crozier
102E	7	Nov. 22, 2021	Site Grading Plan (North West Part)	CF Crozier
102F	7	Nov. 22, 2021	Side Yard Storm Sewer Cross Sections	CF Crozier
103A	7	Nov. 22, 2021	Plan & Profile Russell Street From Seeley Ave./Ridley Cr. to Sta. 1+470	CF Crozier
103B	7	Nov. 22, 2021	Plan & Profile Russell Street From Sta. 1+470 to Sta. 1+720 Sanitary Forcemain Drain Chamber	CF Crozier
103C	7	Nov. 22, 2021	Plan & Profile Russell Street From Sta. 1+720 to Vandusen Ave.	CF Crozier
103D	7	Nov. 22, 2021	Plan & Profile Moody Street From Sta. 0+000 to Russell St.	CF Crozier
103E	7	Nov. 22, 2021	Plan & Profile Stock Street From Russell St. to Vandusen Ave.	CF Crozier
103F	7	Nov. 22, 2021	Plan & Profile Morgan Avenue From Russell St. to Vandusen Ave.	CF Crozier
103G	7	Nov. 22, 2021	Plan & Profile Vandusen Avenue From Morgan Ave. to Sta. 1+470	CF Crozier
103H	7	Nov. 22, 2021	Plan & Profile Vandusen Avenue From Sta. 1+470 to Russell St.	CF Crozier

103I	7	Nov. 22, 2021	Plan & Profile STM Sewer to SWM Pond Inlet From Russell St. to SWM Pond Inlet	CF Crozier
104A	3	Nov. 18, 2020	Site Alteration Plan Zone 1 & 2	CF Crozier
104B	3	Nov. 18, 2020	Site Alteration Details	CF Crozier
109	7	Nov. 22, 2021	Sanitary Drainage Plan	CF Crozier
109A	7	Nov. 22, 2021	Ultimate Sanitary Drainage Plan (North & East)	CF Crozier
109B	7	Nov. 22, 2021	Ultimate Sanitary Drainage Plan (West)	CF Crozier
110A	7	Nov. 22, 2021	Storm Drainage Plan (West Part)	CF Crozier
110B	7	Nov. 22, 2021	Storm Drainage Plan (East Part)	CF Crozier
111	7	Nov. 22, 2021	Construction Notes Typical Section and Details	CF Crozier
<u>Drawing #</u>	<u>Rev #</u>	<u>Date</u>	<u>Drawing Title</u>	<u>Firm Prepared By</u>
113A	7	Nov. 22, 2021	Ontario Provincial Standard Drawings	CF Crozier
113B	7	Nov. 22, 2021	Ontario Provincial Standard Drawings	CF Crozier
113C	7	Nov. 22, 2021	Ontario Provincial Standard Drawings	CF Crozier
113D	7	Nov. 22, 2021	Municipal Standard Drawings	CF Crozier
113E	7	Nov. 22, 2021	Canada Post Community Superbox Details	CF Crozier
114	7	Nov. 22, 2021	Unnamed Tributary Crossing Russell St. General Arrangement Plan	CF Crozier
T100	7	Nov. 22, 2021	Pavement Marking & Signage Plan	CF Crozier
<p style="text-align: center;">This area left intentionally blank</p>				

SANITARY SEWAGE PUMP STATION DRAWING SET				
<u>Drawing #</u>	<u>Rev #</u>	<u>Date</u>	<u>Drawing Title</u>	<u>Firm Prepared By</u>
115	10	Dec 10, 2021	Cover Page & Drawing List	CF Crozier
115A1	10	Dec 10, 2021	Sanitary Sewage Pump Station – Site Servicing Plan	CF Crozier
115A2	11	Dec 10, 2021	Sanitary Sewage Pump Station – Site Grading Plan	CF Crozier
115B	10	Dec 10, 2021	Sanitary Sewage Pump Station – Interim Condition	CF Crozier
115C	10	Dec 10, 2021	Sanitary Sewage Pump Station – Ultimate Condition	CF Crozier
115D	10	Dec 10, 2021	Sanitary Force Main Valve Chamber	CF Crozier
115E	9	Sept 9, 2021	Sanitary Sewage Pump Station - Truck Movement	CF Crozier
S001 to S401	1	Dec 10, 2021	Structural Drawing set (6 drawings)	CF Crozier
M100 to M300	1	Dec 10, 2021	Mechanical Drawing set (5 drawings)	CF Crozier
E1 to E10	11	Dec 13, 2021	Electrical Drawing set (10 drawings)	Runge Engineering
A1 to A8	11	Dec 09, 2021	Architectural Drawing set (8 drawings)	Jardin Design Group Inc

List of Reports

- Environmental Implementation Report (Flato East) (SLR, November 2021)
- Servicing & Stormwater Implementation Report (Flato East) (CF Crozier, October 2021)
- Sanitary Pumping Station Design Brief (Flato East) (CF Crozier, August 2021)
- Fill Control Report (Flato East) (CF Crozier, November 2020)
- Functional Servicing Report (Flato East) (CF Crozier, December 2015);
- Traffic Impact Study (Flato East) (CF Crozier, February 2021);
- Preliminary Stormwater Management and Floodplain Assessment Report (CF Crozier, December 2015);
- Stage 1 Archaeological Background Study (AMICK, December 2015);
- Environmental Impact Study- Draft Plan of Subdivision- Flato East (Riverstone Environmental, December 2015)
- Planning Justification Report – Zoning By-law Amendment & Draft Plan of Subdivision – Flato East (MHBC Planning, December 2015)

SCHEDULE “J”

Phasing Plan

Not applicable

SCHEDULE “K”

Phase M-Plans

1. Schedule “K3” for Phase 7, 8 and 10

To follow below:

METRIC: DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

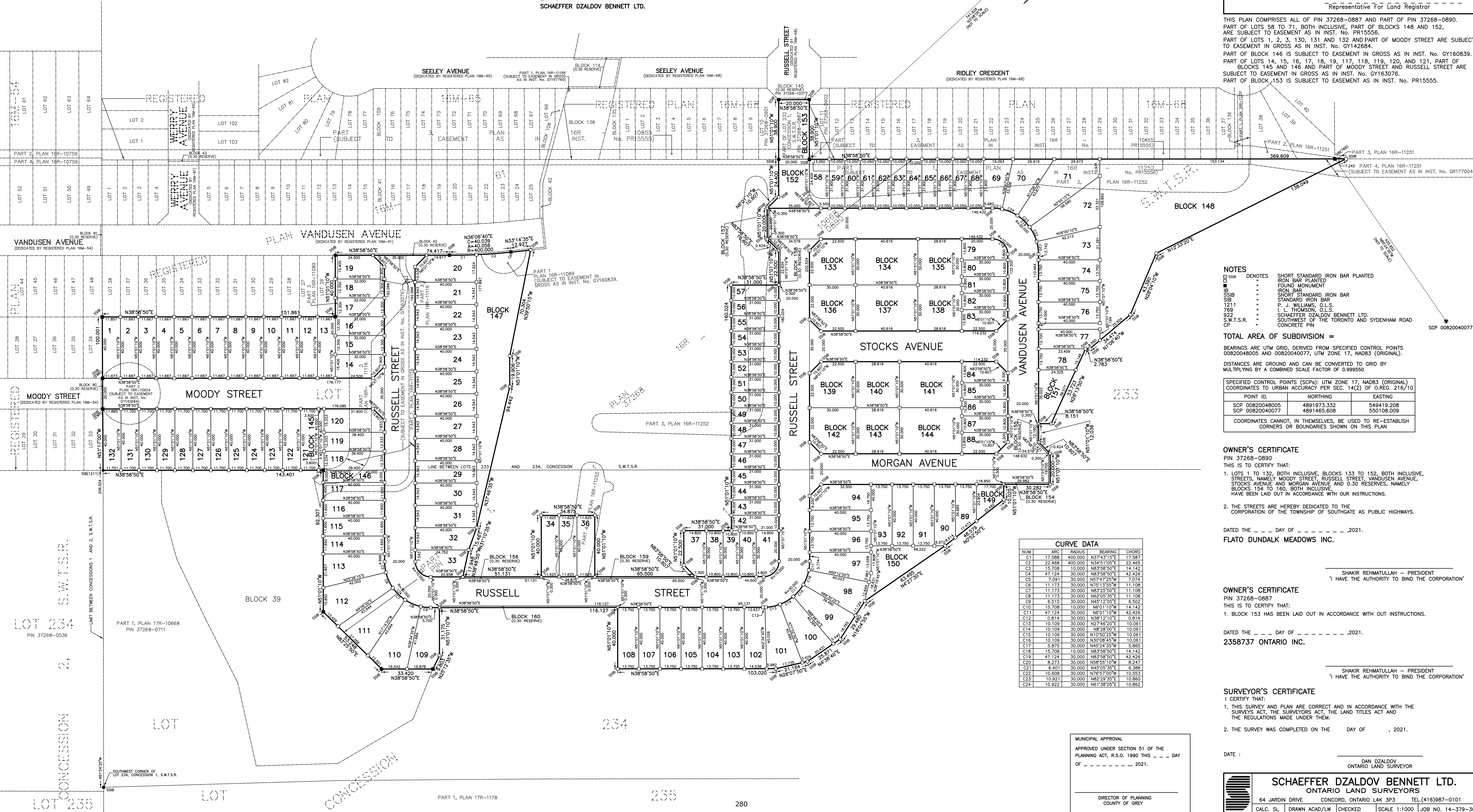
PLAN OF SUBDIVISION OF
PART OF LOTS 232, 233 AND 234
CONCESSION 1, SOUTHWEST OF
THE TORONTO AND SYDENHAM ROAD
GEOGRAPHIC TOWNSHIP OF PROTON
NOW IN
TOWNSHIP OF SOUTHGATE
COUNTY OF GREY
SCALE 1:1000
SCHAEFFER DZALDOV BENNETT LTD.

PLAN I6M-

I CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND REGISTRY
OFFICE FOR THE LAND TITLES DIVISION OF GREY NO. 16
AT --- O'CLOCK ON THE --- DAY OF ---, 2021
AND ENTERED IN THE PARCEL REGISTER FOR PROPERTY IDENTIFIER
No. 37268-0711 --- AND THE REQUIRED CONSENTS ARE
REGISTERED AS PLAN DOCUMENT NO. ---

Representative For Land Registrar

THIS PLAN COMPRISES ALL OF PIN 37268-0887 AND PART OF PIN 37268-0890,
PART OF LOTS 58 TO 71, BOTH INCLUSIVE, PART OF BLOCKS 148 AND 152,
ARE SUBJECT TO EASEMENT AS IN INST. No. PR15556.
PART OF LOTS 1, 2, 3, 130, 131 AND 132 AND PART OF MOODY STREET ARE SUBJECT
TO EASEMENT IN GROSS AS IN INST. No. GY142684.
PART OF BLOCK 146 IS SUBJECT TO EASEMENT IN GROSS AS IN INST. No. GY160839.
PART OF LOTS 14, 15, 16, 17, 18, 19, 117, 118, 119, 120, AND 121, PART OF
BLOCKS 145 AND 146 AND PART OF MOODY STREET AND RUSSELL STREET ARE
SUBJECT TO EASEMENT IN GROSS AS IN INST. No. GY163076.
PART OF BLOCK 153 IS SUBJECT TO EASEMENT AS IN INST. No. PR15555.



NOTES
DENOTES
SHORT STANDARD IRON BAR PLANTED
IRON BAR PLANTED
FOUND MONUMENT
IRON BAR
SHORT STANDARD IRON BAR
STANDARD IRON BAR
P. J. WILLIAMS, O.L.S.
L. L. THOMSON, O.L.S.
SCHAEFFER DZALDOV BENNETT LTD.
S.W.T.S.R.
CONCRETE PIN

TOTAL AREA OF SUBDIVISION =
BEARINGS ARE UTM GRID, DERIVED FROM SPECIFIED CONTROL POINTS
00820048005 AND 00820040077, UTM ZONE 17, NAD83 (ORIGINAL).
DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY
MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999950

SPECIFIED CONTROL POINTS (SCPs): UTM ZONE 17, NAD83 (ORIGINAL)
COORDINATES TO URBAN ACCURACY PER SEC. 14(2) OF O.R.E.G. 216/10

POINT ID.	NORTHING	EASTING
SCP 00820048005	4891975.332	549419.208
SCP 00820040077	4891465.608	550108.009

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH
CORNERS OR BOUNDARIES SHOWN ON THIS PLAN

OWNER'S CERTIFICATE
PIN 37268-0890
THIS IS TO CERTIFY THAT:
1. LOTS 1 TO 132, BOTH INCLUSIVE, BLOCKS 133 TO 152, BOTH INCLUSIVE,
STREETS, NAMELY MOODY STREET, RUSSELL STREET, VANDUSEN AVENUE,
STOCKS AVENUE AND MORGAN AVENUE AND 0.30 RESERVES, NAMELY
BLOCKS 154 TO 160, BOTH INCLUSIVE,
HAVE BEEN LAID OUT IN ACCORDANCE WITH OUR INSTRUCTIONS.

2. THE STREETS ARE HEREBY DEDICATED TO THE
CORPORATION OF THE TOWNSHIP OF SOUTHGATE AS PUBLIC HIGHWAYS.

DATED THE --- DAY OF ---, 2021.
FLATO DUNDALK MEADOWS INC.

OWNER'S CERTIFICATE
PIN 37268-0887
THIS IS TO CERTIFY THAT:
1. BLOCK 153 HAS BEEN LAID OUT IN ACCORDANCE WITH OUT INSTRUCTIONS.

DATED THE --- DAY OF ---, 2021.
2358737 ONTARIO INC.

SURVEYOR'S CERTIFICATE
I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE
SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND
THE REGULATIONS MADE UNDER THEM.

2. THE SURVEY WAS COMPLETED ON THE --- DAY OF ---, 2021.

DIRECTOR OF PLANNING
COUNTY OF GREY

SCHAEFFER DZALDOV BENNETT LTD.
ONTARIO LAND SURVEYORS
64 JARDIN DRIVE
CONCORD, ONTARIO L4K 3P3
CALC. SL. DRAWN ACAD/LW CHECKED

DATE :
DAN DZALDOV
ONTARIO LAND SURVEYOR

TEL(416)987-0101
SCALE 1:1000 JOB NO. 14-379-30C
MAY 31, 2021-FLATO FAST

FORM "1"

Final Lot Grading and Drainage Certificate

The undersigned hereby certifies to the Corporation of the Township of Southgate (the Township) that the foundation of the buildings and structures and any openings in such foundation wall constructed on the following property:

STREET NO.

STREET

being LOT / BLOCK

REGISTERED PLAN

have been constructed, in conformance with the overall Approved Grading Plan and Individual Lot Plan (as approved by the Township) referred to in the Subdivision/Development Agreement registered against the title to the said property as shown on the as-built grading survey attached.

The undersigned further certifies to the Township that:

- (i) The final grading of the above referred to property has been completed in substantial compliance with the Approved Individual Lot Plan described in the Subdivision/Development Agreement.
- (ii) The grade elevations of all lot boundaries and corners including the front lot corners of the property are in substantial conformance with the Individual Lot Plan; and,
- (iii) The lot has been graded to provide positive drainage in the front, rear and side yard and that there is no area of the property which is subject to ponding of water.

This certificate is given and delivered to the Township in full knowledge that the Township relies on this certification in providing evidence of compliance with the applicable Subdivision or Development Agreement affecting this property.

Dated at _____, Ontario, this _____ day of, _____, 20

Signature of OLS / Professional Engineer

Name of OLS / Professional Engineer

NOTE: Copies of this form of certification are available at the Township's Building Department

FORM "2"

Your Name & Address

Date of Issue:
Irrevocable Standby Letter of Credit

Reference No:

APPLICANT

BENEFICIARY:
THE CORPORATION OF THE TOWNSHIP OF
SOUTHGATE
185667 Grey Cty Rd 9
RR 1 Dundalk On N0C 1B0

AMOUNT:
MAXIMUM in Canadian Dollars:

We hereby authorize you to draw on (Bank & Address) for Account of (Applicant), up to an aggregate amount of (amount) (CAD) of lawful money of Canada available by Draft(s) on demand.

Pursuant to the request of our customer, (applicant), we, (bank) hereby establish and give to you an irrevocable standby letter of credit (the "credit") in your favour in the total amount of (amount) Canadian dollars pursuant to the agreement between the Township of Southgate and (applicant) dated (date) with respect to *the total cost of all development works and engineering costs* **[wording to be amended to as necessary to identify purpose of the Letter of Credit i.e. as an assurance that required works will be completed in Article 10 or to act as a building deposit pursuant to Article 14]**

This credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have a right as between yourself and our said customer to make such demand and without recognizing any claim of our said customer.

The amount of this credit shall be reduced from time to time as advised by notice in writing given to us from time to time by you.

This credit will continue up to the (date), subject to the following condition:

It is a condition of this credit that it shall be deemed to be automatically extended without amendment for one year from the present or any future expiry date hereof, unless at least 30 days prior to such expiry date, we notify you in writing by registered mail, that we elect not to consider this credit to be renewable for an additional period. Upon receipt by you of such notice, you may draw hereunder by means of your signed written demand for payment.

Partial Drawings are permitted.

Drafts must be shown and negotiated not later than the (date) or automatically extended date.



Staff Report HR2022-030

Title of Report: Library Staffing Update
Department: Human Resources
Council Date: July 6, 2022

Recommendation:

Be it resolved that Council receive Staff Report HR2022-030 for information; and
That Council approve the updates made to the Job Description for Part Time Library Assistant.

Background:

At the May 4, 2022 Council Meeting, the following resolution was approved which included the retirement of our Library Assistant – Children’s Services staff:

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

Be it resolved that Council approve the items on the Regular Business consent agenda dated May 4, 2022 and direct staff to proceed with all necessary administration actions.

Carried No 2022-291

Staff Comments:

The job posting for Library Assistant – Children’s Services was posted internally and externally from May 3, 2022 to May 17, 2022. We received a total of 9 applications and completed interviews between May 24 and May 27, 2022.

Jacki Johnston was the successful candidate with a starting date of July 4, 2022.

Additionally, a Casual Library Assistant has provided notice they will be leaving their position with the library as of July 4, 2022. Staff will post the position internally and externally and begin the hiring process.

Staff have reviewed the job description and made some updates included in Attachment #1. The classification of “Casual” is incorrect and should be considered Part Time to be consistent with our Personnel Policy #1. Staff feel the changes that were made are not significant enough to require a review by the Job Evaluation Committee at this time.

Financial Implications:

No financial implication as this position has been approved for 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:

1. That Council receive this report as information.
2. That staff & Council welcome Jacki into her new role as Library Assistant – Children’s Services.
3. That Council approve updates to the Part Time Library Assistant job description.

Respectfully Submitted,

Human Resources: *Original Signed By*

Kayla Best, HR Coordinator/ Assistant to the CAO

Dept. Head Approval: *Original Signed By*

Lacy Russell, Librarian CEO

CAO Approval: *Original Signed By*

Dave Milliner, CAO

Attachments:

Attachment #1: Part Time Library Assistant Job Description with Updates

TOWNSHIP OF SOUTHGATE

JOB DESCRIPTION

Date of Update: July 2022	Part Time Library Assistant– Casual
-------------------------------------	---

SECTION A: POSITION DESCRIPTION

1) Position Identification

The purpose of this section is to determine your current position within the organization.	
Name:	Supervisor's Name: Lacy Russell
Job Title: Part Time Library Assistant	Supervisor's Job Title: Librarian CEO
Standard hours of work per week: 3- 8 16 hours per week & holiday coverage as needed	Eligibility to Group Insurance: NO Eligibility to OMERS: NO
Location of Position: Southgate Ruth Hargrave Memorial Library	Department/Division: Library
Employment Status: Casual Part Time	Pay Band: 15

2) Scope of Position (A maximum of three sentences.)

The Library **Assistant** position(s) are responsible for shelving materials, operating the circulation desk independently, creating book displays and reading suggestions, as well as processing inter-library loan materials or new materials as needed. Additionally, they will phone patrons regarding overdue books and holds as well as other tasks as assigned by manager. May occasionally assist with programming.

Key Responsibilities	Tasks
<p>Public Service</p> <p>Library Functions</p> <p>Reference</p> <p>Marketing of Collections:</p> <p>Technical assistance</p> <p>Other</p>	<ul style="list-style-type: none"> - Greets patrons and checks in/out materials as needed. - Speaks and writes in ways that are professional, welcoming and appropriate for different audiences. - Fosters an inclusive, affirming and respectful climate for communication. - Accurately performs circulation procedures for all library materials (Check-in, check-out, renew, place holds, process new materials, Interlibrary loan requests, interlibrary loan processing, etc.) - Accurately performs procedures for shelving, shifting and shelf reading. - Identifies the best kind of resource to offer assistance (i.e. print, database, web) - Refers patrons to other staff as needed - Provides read-alike lists and suggestions for reading customers - Maintains well-stocked browsing collections for the convenience of patrons. - Initiates dialogue with readers about their interests, likes and dislikes. - Provides computer and device troubleshooting assistance as required. - Performs other duties as required.

SECTION B: SKILLS

1) Formal Education and External Training

<p>Highest level required</p> <p><input checked="" type="checkbox"/> High School</p> <p><input type="checkbox"/> Vocational School</p> <p><input checked="" type="checkbox"/> Community College</p> <p><input type="checkbox"/> University Degree</p> <p><input checked="" type="checkbox"/> Individual Courses</p> <p>License or Professional Designation</p> <p>Is it a requirement of your job to keep "up-to-date" by reading or taking courses/seminars?</p> <p>Yes- reading & in-house staff training. Library related course, customer service courses.</p>	<p>Specific Specialty or Degree? (List)</p> <p style="color: red; text-align: center;">Would be considered an asset.</p>
--	--

2) Required On-The-Job Training

Specific Internal Training	Months to Complete
– Training provided to learn to operate the circulation desk with clear procedure binders and information provided.	1
– Basic reference and reader's advisory training provided	1
– Cash handling	1
– Computer Programs (Internal & Interlibrary Loanseminars as informed by manager	3
	Ongoing

3) Work Experience

Experience	Minimum Years Required
<ul style="list-style-type: none"> • Computer literacy in troubleshooting, both PC & Mac experience • Excellent interpersonal, communication and public relations skills; • Strong analytical and problem solving skills; • Ability to work with minimal supervision; • Familiarity with Dewey Decimal System; • Completion of the Library and Information Technician Diploma or public library experience an asset. 	2 years of experience or equivalent education

4) Other Key Skills

Computer skills
 Good organizational skills
 Good communication and interpersonal skills
 Customer Service
 Patience
 Compassion
 Creativity

5) Key Relationships (Contacts)

Internal Contacts	Frequency	Purpose	Method
Co-workers (my dept.) Co-workers (other dept.) Supervisor (my dept.) Supervisor (other dept.) Depart. Head (my dept.) Depart. Head (other dept.) Staff in other municipalities Administrator Ratepayers Children/Students Seniors Supplier	Frequently Occasionally Frequently Occasionally Frequently Occasionally N/A Occasionally Occasionally Constantly Constantly Occasionally		
External Contacts	Frequency	Purpose	Method
General Public (Not residence) Business representatives Consultants, Engineers, Planners, etc. Auditors Solicitors Funding Organizations Government Officials Boards Council (your own) Council (other municipalities) Media Ratepayers Groups Other: Specify Below School personnel	Constantly N/A N/A N/A N/A N/A Occasionally Occasionally Occasionally N/A N/A N/A Occasionally	Library Board - council representatives.	
Interpersonal skills: Extending common courtesy; welcoming patrons, handling complaints, working cooperatively; responding to basic needs or requests; identifying needs; advising.			

6) Decision Making

Works with detailed, and sensitive materials and must exercise reasonable judgment, and human relation skills in dealing with problems relating to day-to-day operations. Makes independent decision on work method and procedures.

7) Problem Solving Responsibilities

- Answers reference questions for all ages

8) Equipment & Technology Utilized

- Computers: Able to do basic computer troubleshooting and routine troubleshooting for a small network.
- Copier
- Fax
- Scanner

Section C: Responsibility

1) Program Delivery

N/A

2) Impact and Accountabilities

Responsible to the Librarian CEO

3) Supervision

Direct Subordinates – Job Titles		Number of Staff
N/A		
Indirect Subordinates – Job Titles		Number of Staff
N/A		
Provides training/instruction to others – Job Titles		Number of Staff
N/A		

4) Material and Information Resources

Maintain accurate information, data and records in Integrated Library System software.
Has access to private customer information.

5) Financial Resources

N/A

Section D: Working Conditions**1) Physical Environment**

Rate the amount of each of the following working conditions that you are exposed to on the job from a scale of 1 to 5, where 1 represents no exposure, 3 represents some exposure and 5 represents continuous/regular exposure.

Condition	1	2	3	4	5
Sitting				x	✗
Standing				X	
Noise Exposure	x	X			
Adverse Temperature	X				
Pushing/Pulling	X	x			
Lifting/Carrying			x		✗
Dust		X			
Odors	X				
Other (Specify) Physical Aspects					

2) Health & Safety Hazards

Encounters with irate or unstable patrons.
Working in library with moderate amounts of money
Otherwise, minimal hazards, library environment.

Health and Safety Responsibilities

Responsible for performing duties in a Health and Safety conscious manner.

3) Travel

N/A

4) Driving

N/A

5) Mental Environment

Works with regular interruptions from public and other staff.
Dealing with unhappy people contributes to stress.

Section E : Effort

1) Mental Effort

Answering inquiries from public requires you to think quickly

2) Physical Effort

Some physical effort required - lifting and shelving books, boxes of books.
Frequent sitting.
Keyboarding.

Section F: Additional Information

The Township of Southgate is an equal opportunity employer. Accommodations are available for all parts of the recruitment process. Applicants need to make their needs known in advance. This document can be made available in other accessible formats as soon as practicable and upon request.

Supervisor Comments

Job Position: _____
Signature

Supervisor: _____
Signature

CAO: _____
Signature

Date Completed: _____

Date Completed: _____

Date Completed: _____

**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 HR2022-033

Title of Report: Market Check
Department: Human Resources
Council Date: July 6, 2022

Recommendation:

Be it resolved that Council receive Staff Report HR2022-033 for information; and
That Council direct staff proceed internally with a Council compensation review; and
That Council direct staff to discuss hiring a consultant for a staff Market Check during 2023 budget discussions.

Background:

In 2018 a Market Check was started for all Township of Southgate staff and members of Council.

At the August 1, 2018 Council Meeting the following resolution was passed as amended:

Moved By Councillor Dobreen **Seconded By** Acting Deputy Mayor Woodbury

Be it resolved that Council receive Staff Report CAO2018-095 as information; and

That Council direct staff to develop a Council compensation proposal to reflect a neutral impact of the loss of the 1/3 tax free exemption based on Council's present remuneration; and

That Council approve the increase of the daily meal allowance to \$65.00 per day when outside the Township; and

That Council approve increasing the maximum number of conferences per year to 3 for the next term of Council; and

That Council amend the fifth clause to read: "That Council direct staff to proceed with acquiring more employee market check data in relation to employee compensation for review in the 2019 budget".

Carried No 2018-482

At the April 3, 2019 Council Meeting came the following resolution:

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

Be it resolved that Council receive staff report CAO2019-031C for information; and

That Council receive Southgate 2018 Market Check Consultants Report as presented dated March 15, 2019; and

That Council direct staff to work with the Southgate Human Resources Consultant to implemented options #3.

Carried No 2019-233

Staff Comments:

Council Compensation Review

Southgate's Policy #21 Council Member Compensation, Expenses & Meeting Claims Guidance and Approval Policy states

"This policy may be reviewed in last 180 days prior to the municipal election and approved every 4 years by the outgoing council or a committee of council as theyso choose.

The initial step in the review of this policy will be to have staff complete a market check analysis of surrounding communities and other area municipalities. Any information previously received in our market check surveys for staff compensation and council compensation should also be reviewed and considered. This analysis would then be presented to council for approval and/or an external peer review."

Staff recommend that Council direct staff to proceed internally with the Council compensation review.

Staff Compensation Review

Southgate's Policy #16 Pay Administration Policy, section 7 states

- *"Normally every four years the entire pay band grid will be compared to the market to ensure the municipality is paying employees fairly".*
- *"The median or 50th percentile of the comparators will be used. This comparison may involve using a purchased pay survey of the compensation of benchmark positions at comparable municipalities in the area or other methods."*
- *"Council will approve any market survey and the implementation of the results."*

Staff have been investigating various options for a Market Check and are looking for direction from Council on how to proceed. A full Market Check requires external resources that have the expertise to not only get the correct comparator data and analyze it but to also analyze factors such as compression and pay equity. A full Market Check with an external source was not included in the 2022 budget and would need to be funded out of funds such as Modernization Fund or Tax Reserves if completed in 2022.

Another option is to have internal staff gather comparator data from similar sized municipalities and complete a smaller scale compensation review and report back to Council on those findings. Staff have recently begun to learn about a compensation database that is available through Ontario Municipal Administrators' Association (OMAA) and Muniserv that would allow municipalities to load their wage data into the database and also run reports on all data in the system in order to find comparisons. This would be one option staff would look at if completing the research internally. However, to our knowledge this is something that is just starting to be used in our area so may not have enough local data yet.

Staff recommend making the staff market check a 2023 budget discussion due to the timing around potential for lame duck and the consideration of hiring a consultant to perform this work. This would still align with policy timelines as the last Market Check was implemented in 2019.

Financial Implications:

There is no financial impact as a result of this report other than staff time.

Communications & Community Action Plan Impact:

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

Concluding Comments:

1. That Council receive this report as information.
2. That Council direct staff to complete Council compensation review internally.
3. That Council direct staff to discuss staff Market Check as part of the 2023 budget discussions.

Respectfully Submitted,

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

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

Attachments:

None.

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



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

Staff Report PL2022-049

Title of Report: PL2022-049-C3-23 Jerry Jack
Department: Clerks
Branch: Planning Services
Council Date: July 6, 2022

Recommendation:

Be it resolved that Council receive Staff Report PL2022-049 for information; and
That Council direct staff to bring forward a by-law including a holding symbol and waiving necessity for site plan control or a development agreement;

OR

That Council direct staff to bring forward a by-law without a holding symbol removed but still requiring a development agreement to be implemented for the paved apron.

Property Location: 145724 Southgate Road 14



Subject Lands:

The subject lands are described as Con 10, Lots 19 and 20, Geographic Township of Proton and are approximately 80ha (200 acres). The lands have frontage on Southgate Road 14.

The Purpose of the proposed zoning bylaw amendment application is to add to the list of permitted uses a commercial vehicle repair shop to allow for the maintenance and annual safety inspection of trucks and trailers.

The Effect of the proposed zoning by-law amendment would be to rezone a portion of the subject lands from Agricultural A1 to agricultural exception (A1-521) to allow for the proposed use.

Background

A Public meeting was held virtually on March 23, 2022. Supporting documents and comments posted on the website are available at:

<https://www.southgate.ca/en/municipal-services/planning-applications-public-notice.aspx#C3-22-Jerry-and-Velda-Jack>

The comments received include:

The Public Works Department indicate that a Commercial Entrance and paved apron are required.

The County of Grey staff indicate that from a general planning perspective it is recommended that a tree buffer be established along the western boundary of the shed/parking area to provide a noise/visual buffer from the neighbouring property. immediately east of the subject lands, and is proposing to service the aggregate vehicles through the subject application. The County would recommend that zoning restrictions be put in place to ensure that only aggregate vehicles from the neighbouring pit operation are permitted to be serviced on this property, in order to avoid an influx of large trucks to the area, without further study or review. It is further recommended that provisions be established that would limit aggregate trucks from being regularly stored on the subject property.

The SVCA indicate the proposal is generally acceptable to SVCA staff. SVCA staff recommend that tree clearing to the south of the proposed house and east of the proposed barn/shed does not occur on the property. Provided this recommendation is followed, it is the opinion of SVCA staff that the preparation of an EIS to address impacts to the woodlands, is not recommended at this time, as impacts to the woodlands would be negligible.

Staff comments:

With respect to the County of Grey Comments the Township can require site plan approval to require trees to be planted to accommodate this recommendation from the County. The County suggestion to regulate the usage of the shop to the aggregate operation trucks and prevent storage of the trucks onsite can be regulated in a zoning bylaw if required.

The Township public works department comments are intended to protect the road pavement from continued and increased truck traffic. This is a standard requirement for all shops located on paved roads. Not implementing this condition would create a double standard within the Township where certain groups are required to pave the entrance and others are not.

There was considerable discussion by Council regarding the need for trees and the need to pave the apron of the property. The question was asked why does he need to do it now when nothing is going to change?

The servicing and or storage of aggregate trucks on the site at the present time is in contravention of the bylaw as it is not zoned as part of the aggregate operation. This relates to the Counties concerns and desires to place controls on this use of the property.

Staff are of the opinion that this is an opportunity for the use to be recognized in the zoning and measures put in place to protect Township assets, such as the road, from damage. With respect to the Trees staff are less concerned about the trees as there is no outside storage proposed except for the parking of trucks. There are two ways to address the above issue. The first is to zone the property with a Holding symbol with a condition that it be removed following the installation of the apron. The second way is to require a development agreement be entered into with the applicant agreeing to pave the apron.

Based on these responses Township staff are satisfied that the application can be approved with the requirement to pave the apron of the driveway.

Financial Considerations:

It is my understanding that there will be no tax implications to the township or applicant.

Staff Policy Review

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

The Provincial Policy Statement 2020 (PPS)

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

1.1.4.1 In rural areas located in municipalities:

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

The PPS supports the diversification of the rural economy. The proposed Industrial use shop will support farming and grow the rural economic base. The lands are

further categorized as Agricultural lands by the PPS. The subject lands are considered as Agricultural; below is a review of those policies.

The permitted uses for agricultural lands are listed below.

"2.3.3 Permitted Uses

2.3.3.1 In prime agricultural areas, permitted uses and activities are: agricultural uses, agriculture-related uses and on-farm diversified uses.

Proposed agriculture-related uses and on-farm diversified uses shall be compatible with, and shall not hinder, surrounding agricultural operations. Criteria for these uses may be based on guidelines developed by the Province or municipal approaches, as set out in municipal planning documents, which achieve the same objectives."

The definitions of Agricultural use, Agricultural related use and on farm diversified use are provided below from the PPS. All of the shops being proposed within the Township at the present time fall within one of the three definitions below and are therefore consistent with the definitions within the Provincial Policy.

Agricultural use "means the growing of crops, including nursery, biomass, and horticultural crops; raising of livestock; raising of other animals for food, fur or fibre, including poultry and fish; aquaculture; apiaries; agro-forestry; maple syrup production; and associated on-farm buildings and structures, including, but not limited to livestock facilities, manure storages, value-retaining facilities, and accommodation for full time farm labour when the size and nature of the operation requires additional employment."

Agricultural related uses: means those farm uses related commercial and farm related industrial uses that are directly related to farm operations in the area, support agriculture, benefit from being in close proximity to farm operations, and provide direct products and or services to farm operations as a primary activity. On farm diversified uses: "means uses that are secondary to the principal agricultural use of the property, and are limited in area. On-farm diversified uses include, but are not limited to, home occupations, home industries, agri-tourism uses, and uses that produce value added agricultural products."

This proposed shop would be considered an on-farm diversified use which is permitted in a Prime Agricultural area.

Minimum Distance Separation (MDS)

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

The proposal will not hinder surrounding agricultural operations and will not require infrastructure development. The proposal is consistent with the definitions and

policies of the PPS including promoting diversification of the economic base and employment opportunities. Based on the foregoing, the proposal appears to be consistent with the PPS.

Township Official Plan

The Township of Southgate Official Plan (OP) designates the subject lands "Agricultural" and "Hazard lands". The OP provides for small scale commercial and industrial uses on properties greater than 20ha to a maximum of 750m² in size. The maximum outside storage is 500m² in addition to the 750m² building size. The proposal is to use the existing agricultural building which is 641m². There is no outdoor storage proposed for the proposed use aside from parking of vehicles awaiting service. The proposal complies with the above policy as well as when you look at the definition of small scale below.

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

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

The Township Official Plan section 5.1.1 Agricultural designation permitted uses include the following:

"iv. small scale commercial and industrial uses;"

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

Section 5.1.3 Development Policies

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

The proposal is consistent with the development policies of the Official Plan and through site plan control can be made to blend in with the rural landscape. The proposal will assist the owner by allowing the ability of the owner to service their fleet of trucks without the need to travel out of the area.

Zoning By-law

The proposed zoning by-law amendment would change the zone symbol on a portion of the subject lands to permit the Shop within a new agricultural exception zone (A1-521). The Environmental Protection Zone Boundary may be adjusted based on Conservation Authority comments. The zoning will also provide regulations for setbacks for the use. Site Plan control will also be required in order to implement specific control measures to address potential nuisance issues such as noise, dust and visual impact.

Conclusions

Based on the above policy review and the information provided and comments received, the proposal is consistent with the Policies of the Provincial Policy Statement, The County of Grey Official Plan, The Township of Southgate Official Plan. Staff have provided to options for Council's consideration.

Respectfully Submitted,

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



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

Attachments: None

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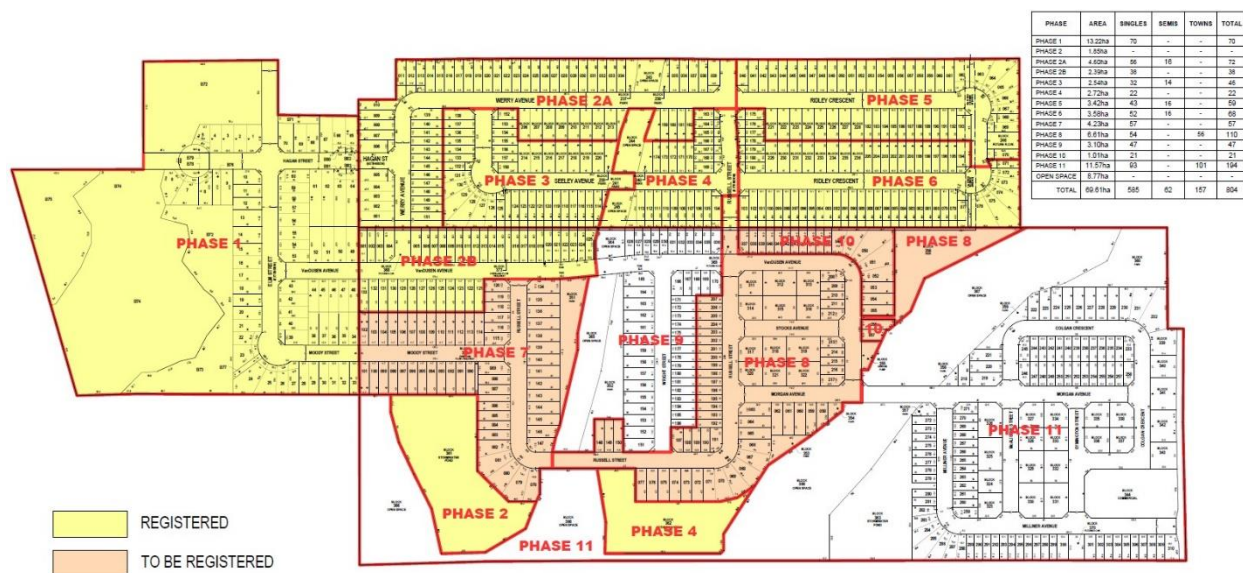
Staff Report PL2022-048

Title of Report: PL2022-48-C1-22-Flato Phases 7,8 & 10 removal of H
Department: Planning
Branch: Planning Services
Council Date: July 6, 2022

Recommendation:

Be it resolved that Council receive Staff Report PL2022-048 for information; and
That Council Consider Approval of By-law 2022-094

Property Location: Phases 7, 8 & 10



Subject Lands:

The subject lands are legal described as CON 1 SWTSR PT LOTS;233 AND 234 RP 16R10668 PT;PART 1 RP 16R11089 PARTS 1;TO 3 5 PT PART 4 RP 16R10924;PART 2 RP 16R11251 PART 4 RP Geographic Township of Proton, in the Township of Southgate. Specifically the proposal is to remove the Holding from phases 7,8 & 10 of the draft plan approved subdivision know as Edgewood Green. The approved draft plan has been included as attachment 1.

The Proposal:

The proposal is to remove the H provision from the subject lands on phases 7,8 & 10 of the subdivision to allow for the lots to be registered and building permits to be issued for the homes.

Background:

The implementing zoning bylaw has the subject lands zoned as R1-378-H and R1-379-H with a small portion of Open Space (OS) and Environmental Protection (EP). The H is to be removed upon entering into a subdivision agreement to the Townships satisfaction and upon the passing of a sewer and water allocation bylaw to ensure that servicing is available.

A subdivision agreement has been approved by the Township and in my opinion satisfies the first condition to have the holding provision removed. The second condition requiring an allocation by-law for water and sewer servicing was satisfied during the December 16, 2020 Council meeting when an Allocation By-law (By-law 2020-150) was approved for the subject lands. Once the holding provision has been removed and once the Subdivision conditions are cleared and the lots registered the developer can proceed with building on the lots that have been allocated servicing.

Concluding Comments:

Based on the above the conditions for the removal of the H on the subject lands have been met. It is therefore, recommended that By-law 2022-094 be approved.

Respectfully Submitted,

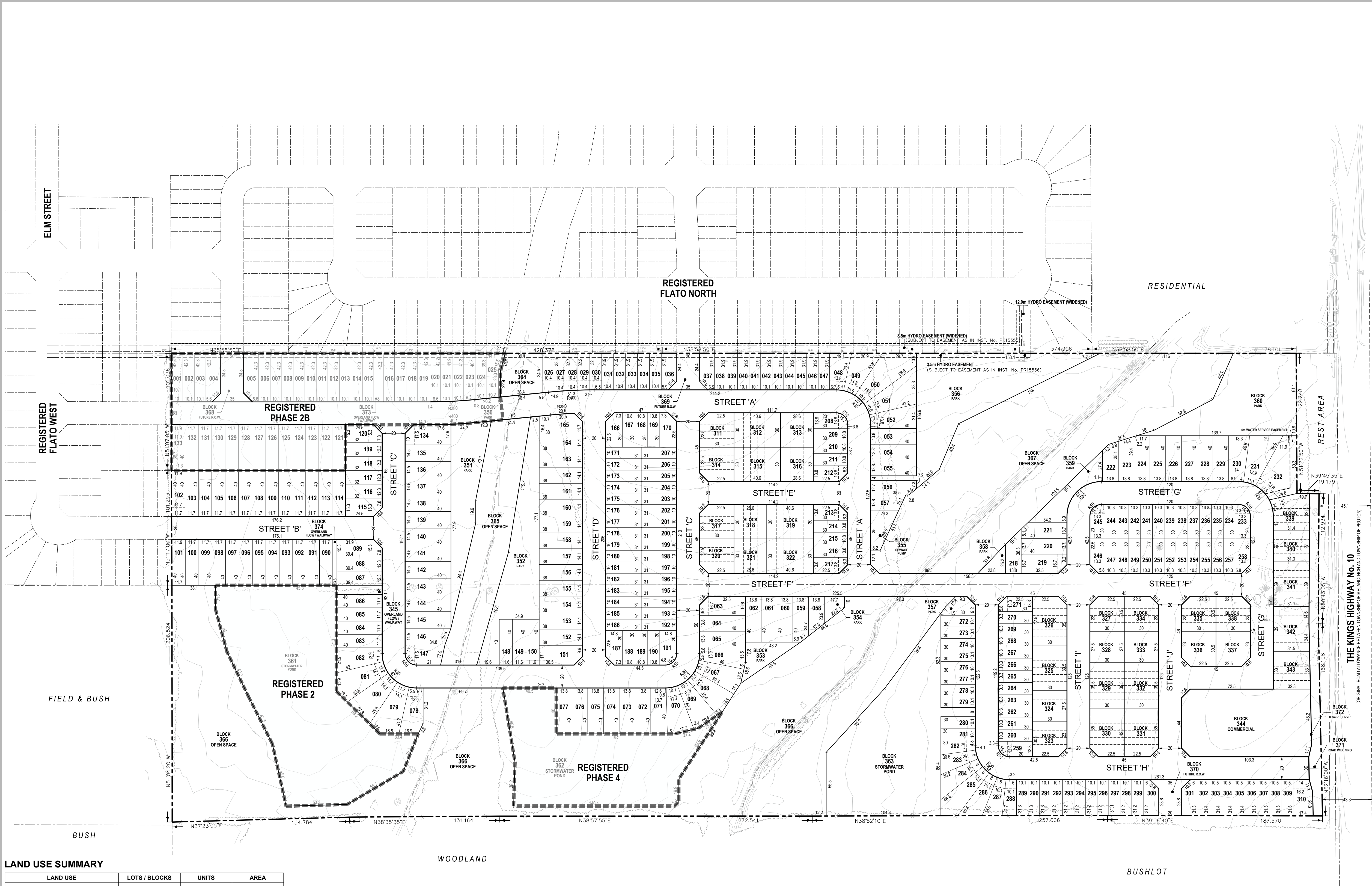
Municipal Planner: *Original Signed By*
Clinton Stredwick, BES, MCIP, RPP



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

Attachments:

1. Draft Plan of Subdivision.



LAND USE SUMMARY			
LAND USE	LOTS / BLOCKS	UNITS	AREA
SINGLE DETACHED - 10.0m LOTS	001-047, 186-217, 233-310	177	6.13ha
SINGLE DETACHED - 11.6m LOTS	056, 083-133, 148-150	55	2.56ha
SINGLE DETACHED - 13.7m LOTS	048-055, 057-082, 134-147, 151-165, 218-232	78	4.71ha
TOWNHOUSE - 4 UNITS	311, 313-314, 316-318, 320-321, 323-324, 327-328, 333-340	80	1.74ha
TOWNHOUSE - 5 UNITS	343	5	0.10ha
TOWNHOUSE - 6 UNITS	312, 315, 319, 322, 325-326, 329-332, 341-342	72	1.46ha
COMMERCIAL	344		0.66ha
PARK	350-354, 356-360		2.42ha
SEWAGE PUMP	355		0.06ha
STORMWATER POND	361-363		4.19ha
OPEN SPACE	364-367		8.39ha
FUTURE RIGHT OF WAY	368-370		0.22ha
ROAD WIDENING	371		0.23ha
0.3m RESERVE	372		<0.01ha
OVERLAND FLOW / WALKWAY	345, 373-374		0.07ha
RIGHT OF WAY			7.77ha
TOTALS		467	40.22ha

LEGEND	
--- BOUNDARY LINE	--- OVERHEAD HYDRO
--- RIGHT OF WAY LINE	--- FENCE
--- BLOCK LINE	--- WATERCOURSE
--- LOT LINE	--- WOODED AREA
--- UNIT LINE	--- TREES
--- LEGAL FABRIC	--- PHASE LINE

LEGAL DESCRIPTION

PART OF LOTS 233 AND 234
CONCESSION 1, SOUTHWEST OF THE TORONTO AND SYDENHAM ROAD
GEOGRAPHIC TOWNSHIP OF PROTON
TOWNSHIP OF SOUTHGATE
COUNTY OF GREY

OWNER'S CERTIFICATE

I HEREBY AUTHORIZE MACNAUGHTON HERMSEN BRITTON CLARKSON PLANNING LIMITED TO SUBMIT THIS PLAN FOR APPROVAL.

DATE: JANUARY 28, 2020

SHAKIR REHMATULLAH - PRESIDENT
FLATO DUNDALK MEADOWS INC.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LAND TO BE SUBDIVIDED ON THIS PLAN AND THEIR RELATIONSHIP TO THE ADJACENT LANDS ARE ACCURATELY AND CORRECTLY SHOWN.

DATE: JANUARY 28, 2020

SEE PRIOR SUBMISSION

KEY PLAN

No. 6	Jul. 13, 2021	• Shift lots 090-098 to accommodate overland flow / walkway expand • Convert Block 355 from park to sewage pumping station and add 6m water service easement between Lot 232 and Block 339 by shifting Blocks 339-343 the commercial Block 344	M.M.
No. 5	Jan. 28, 2020	• Removed townhouses along Streets J & G • Added Commercial block • Realigned Street G • Added registered phases • Added surrounding registered subdivisions	M.M.
No. 4	Nov. 1, 2019	• Moved walkway from between lots 051 & 052 to between lots 055 & 056 • Widened walkway from 3m to 4m • Narrowed lot 056 from 13.8m to 12.7m	M.M.
No. 3	Mar. 13, 2019	• Widened Block 362 street frontage • Revised lots backing on to Block 362 • Shifted Street D west by 2m and adjust lots to fit	M.M.
No. 2	Feb. 9, 2017	• Widened Hydro Easement • Added daylighting triangles to Future R.O.W. • Added Overland Flow/Walkway Block 372 • Added Park Block 350 • Remove one Lot • Rearrange Lots to fit • Revised labels and dimensions	M.M.
No. 1	Jul. 5, 2016	• Revised as per MTO comments March 17, 2016 • Added road widening, 0.3m reserve, and daylighting triangles • Relocated Highway 10 entrance and future right of ways • Reorganized subdivision layout along Highway 10 • Added walkways to Open Space	M.M.
No. 0	Dec. 11, 2015	Draft Plan Application Submission	M.M.

REV. No. DATE ISSUED / REVISION BY

ADDITIONAL INFORMATION REQUIRED UNDER SECTION 51(17) OF THE PLANNING ACT R.S.O. 1990 C.P.13 AS AMENDED

A. AS SHOWN	F. AS SHOWN	K. MUNICIPAL WATER AND SANITARY SERVICES. ALL
B. AS SHOWN	G. AS SHOWN	MUNICIPAL SERVICES AS REQUIRED.
C. AS SHOWN	H. MUNICIPAL WATER SUPPLY	L. AS SHOWN
D. RESIDENTIAL / COMMERCIAL	I. SILT LOAM	
E. AS SHOWN	J. AS SHOWN	

PLANNING URBAN DESIGN & LANDSCAPE ARCHITECTURE MHBC PLANNING

113 COLLIER STREET
BARRIE, ON. L4M 1H2
P: 705.728.0045 F: 705.728.2010
WWW.MHBCPLAN.COM

STAMP

DATE: DEC. 11, 2015

FILE No. 15184B

SCALE: 1:1,800 (ARCH D)

DRAWN BY: M.M.

CHECKED BY: K.M.

PROJECT

FLATO EAST
FLATO GROUP INC.
3621 HIGHWAY 7 EAST, SUITE 503
MARKHAM, ON L3R 0G6
P:(905) 479-9292 F:(905) 429-9165
WWW.FLATOGROUP.COM

FILE NAME

DRAFT PLAN OF SUBDIVISION

DWG No. 1 of 1

SCALE BAR

0 10 20 30 40 50 75 100 150 200m

MEASUREMENTS SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

N:\Southgate\Flato East - 15184B\Drawings\Draft Plan\CAD\15184B_DraftPlan_2021-07-13.dwg

The Corporation of the Township of Southgate

By-law Number 2022-094

being a by-law to lift the Holding (H) Provision from
Zoning By-law 19-2002, as amended,

Whereas Council is empowered to enact this By-law by virtue of the provisions of Section 36 of the Planning Act, R.S.O. 1990; and

Whereas notice of removal of the Holding Provision has been provided in accordance with the provisions of the Planning Act, R.S.O. 1990; and

Whereas the conditions for the removal of the holding provision have been met, council may now lift the Holding Provision from the subject lands in Zoning By-law 19-2002, as amended, as hereinafter set out;

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

1. **That** Schedules "17" and "19" of Zoning By-law 19-2002, as amended, be amended by removing the Holding (H) Provision for the lands described CON 1 SWTSR PT LOTS;233 AND 234 RP 16R10668 PT;PART 1 RP 16R11089 PARTS 1;TO 3 5 PT PART 4 RP 16R10924;PART 2 RP 16R11251 PART 4 RP Geographic Township of Proton on approved subdivision known as Edgewood Greens, in the Township of Southgate, as shown on Schedule "A" of this By-law; and
2. **That** this By-law shall become effective from and after the date of Passing hereof.

Read a first, second and third time and finally passed this 6th day of July 2022.

John Woodbury – Mayor

Lindsey Green - Clerk

Schedule "A"

By-Law No. 2022-094

Amending By-Law No. 19-2002

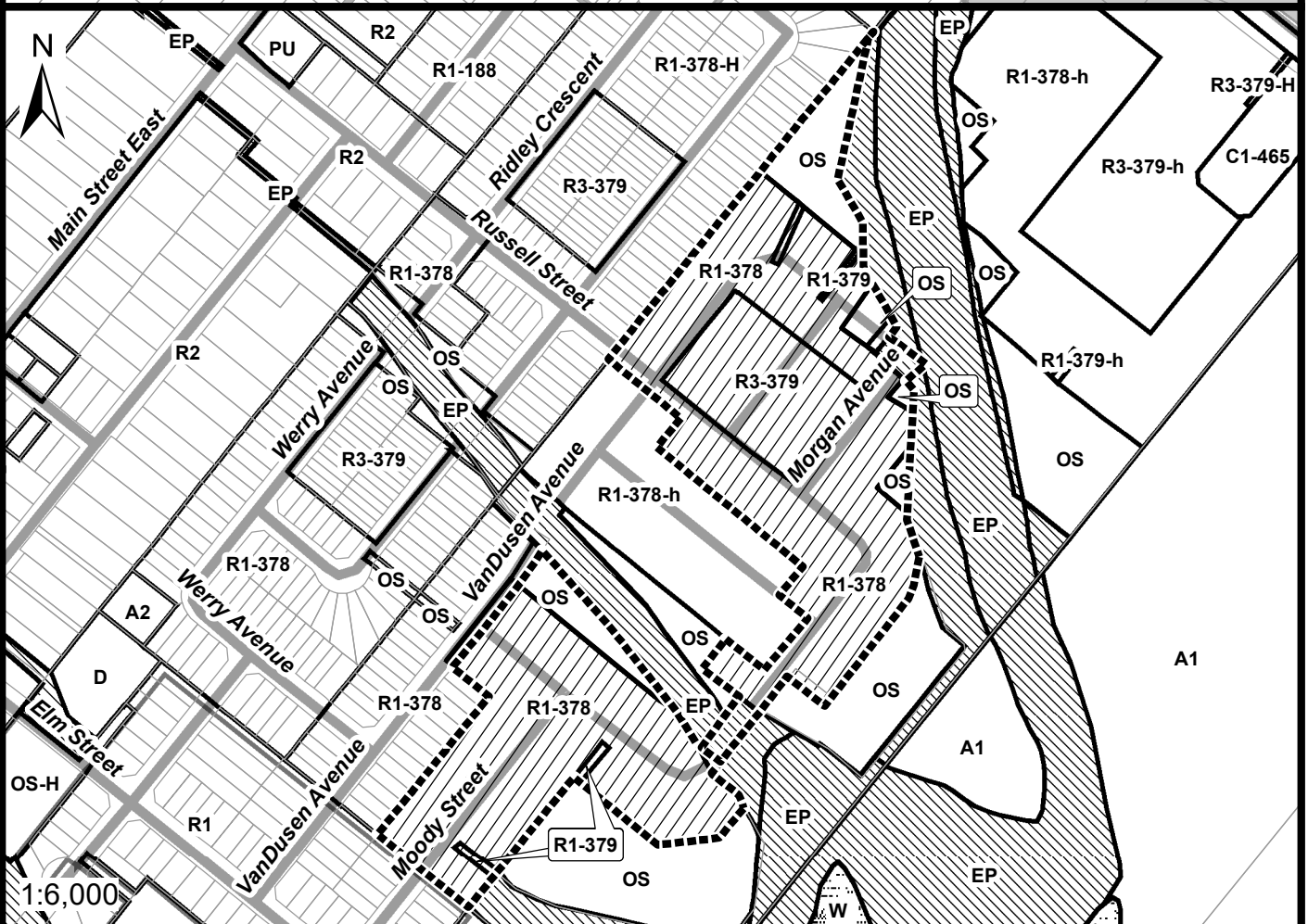
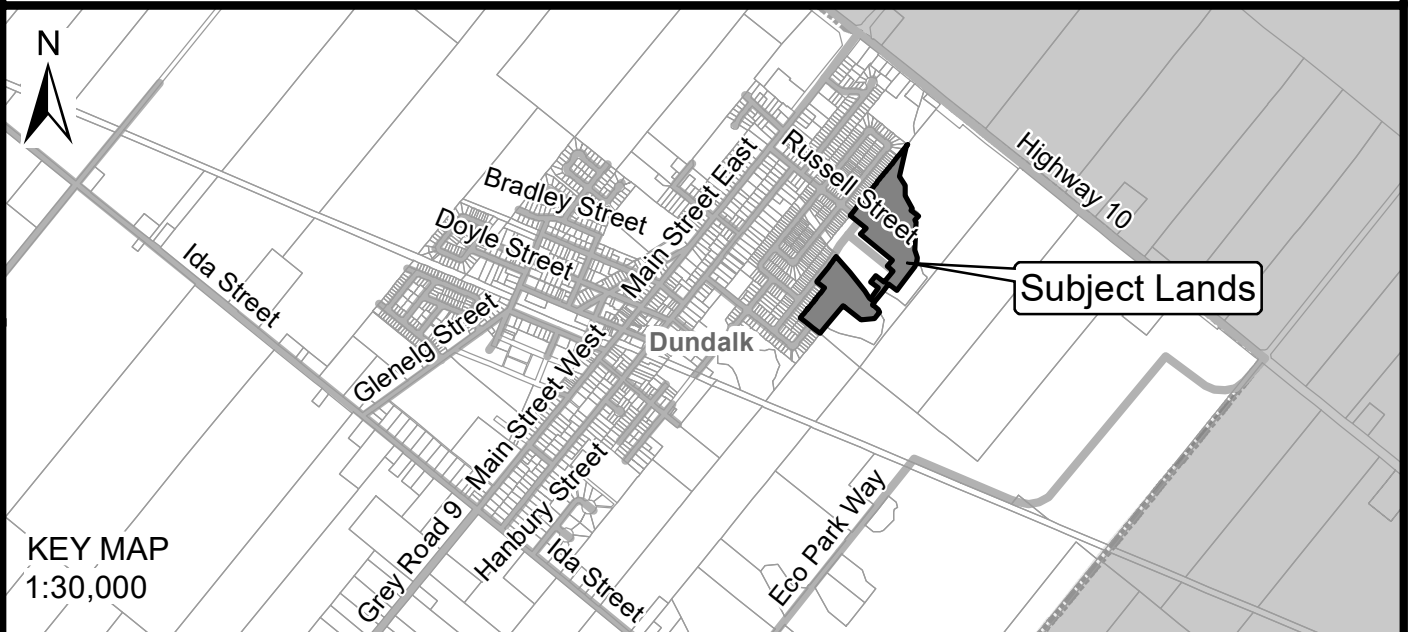
Township of Southgate
(Formerly in the Township of Proton)

Date Passed: July 6, 2022

Signed:

John Woodbury, Mayor

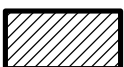
Lindsey Green, Clerk



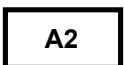
LEGEND



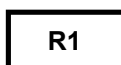
Lands subject to amendment



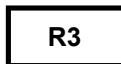
Lands subject to lift of holding provision



Restricted Agricultural



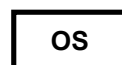
Residential Type 1



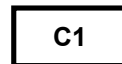
Residential Type 3



Environmental Protection



Open Space



Local Commercial



Wetland



Staff Report PL2022-047

Title of Report: PL2022-047-Retail Cannabis Report
Department: Planning Services
Council Date: July 6, 2022

Recommendation:

Be it resolved that Council receive Staff Report PL2022-032 for information; and

Option #1

That Council provide direction to staff to amend the zoning by-law prior to Council reconsidering permitting retail cannabis stores to open.

or

Option #2

That Council continue with the status quo and continue to prohibit retail cannabis stores withing Southgate.

Background

Since Cannabis was made legal in October 17, 2018 the Township has chosen to opt out of entertaining retail cannabis stores within the municipality.

Recently, in May of this year, the Owners of Cannabis stop have approached Council to ask Council to reconsider the Township's decision to opt out of retail Cannabis retail stores within the Township.

A letter was sent to the Township dated May 25, 2022 which outlines the request and is included as attachment 1 to this report.

Staff Comments:

The role out and opening of retail cannabis stores has not been even across the province. Some municipalities and communities boast multiple stores while others have none. Owen Sound for example has at least 4 stores operating to purchase Cannabis and Cannabis retailed merchandise.

The letter presented to the Township by Cannabis Stop Inc. states that municipalities receive a benefit from the sale of Cannabis through tax incentives. I am not aware of any direct benefit that the Township would receive in this regard. The only benefit that staff are aware of is the regular taxes that the municipality would collect as a result of any retail commercial use. To my knowledge there is not a separate tax for retail cannabis stores for the Township. The letter also fails to make a case for how much and the quality of the employment that would be generated by the opening of a store. The owners have indicated that they are currently meeting market demand in Southgate via home delivery service from their stores in Markdale and Shelburne.

Staff do not have any data to suggest that opening a Cannabis store will increase or decrease crime in the area although it is acknowledged that there is a perceived impact on policing with increased calls and therefore cost to the municipality.

When the Township decided to opt out of retail store a survey was conducted which indicated a number of concerns such as odour, increases in crime, proximity to sensitive uses such as schools and parks and impacts on public health as a whole.

All of these concerns still exist and are not regulated by the Township Zoning by-law at the present time. The Province does have a minimum of 150m that a store must be located away from schools.

Staff believe that if Cannabis is to remain part of public life like Alcohol its availability and usage should be regulated. To alleviate some of the continued concerns the Township should amend its zoning bylaw to provide specific zones and criteria for the location of Cannabis stores within the township. For example if a store was permitted within the new MZO lands would this then prohibit the construction of the new school that is desperately needed in the Community. Provisions should be added to zoning by-law to prevent the possibility a conflict down the road.

It is staffs, recommendation to delay opting in to Cannabis retail stores until a zoning amendment can be brought forth to better regulate the use within a specific zone. By lifting the restrictions early the Township risks having several stores opening up that could set up conflicting uses later down the road.

Conclusions

Based on the above staff recommend delaying the opting in for retail cannabis stores until such time as updated zoning provisions can be brought fourth to regulate the location of the use.

Respectfully Submitted,

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



CAO Approval: Original Signed By
Dave Milliner, CAO

Attachments:

1. Letter from Cannabis Stop Inc.

May 25, 2022

TOWNSHIP OF SOUTHGATE

185667 GREY ROAD 9, DUNDALK ONTARIO N0C 1B0

Respected Councillors of Southgate:

We would most respectfully ask that the Council of the Township of Southgate considers opting-in to have cannabis stores located within their municipal boundary.

On October 17, 2018, the Federal Cannabis Act allowed for residents of Ontario buy cannabis products from provincially-licensed retailers. Citizens of Ontario were able to purchase cannabis goods from the OCS directly. The Cannabis Stop was born shortly thereafter, with a plan to benefit the local community by selling cannabis-related products to those who chose to use them.

Since the legalization in 2018, 13.3 billion dollars has been added to Ontario's economy alone. 43.5 billion has been added to Canada's economy. Municipalities in turn benefit from the sale of cannabis through tax incentives.

Although there are no studies to prove that the legal market takes away from black market cannabis sales, The Cannabis Stop receives approximately 50-75 customers per day throughout their various locations in Shelburne, Markdale, Arthur and Grand Valley. The market for cannabis-related products has increased, through the sale of legally grown and sold cannabis. This shows that cannabis retailers are gaining customer clientele from their small-time illegal counterparts.

As of May 4 2022, The Cannabis Stop is now legally permitted to deliver products to Southgate residents from our Markdale or Shelburne locations. Permitting a store front would

allow residents the freedom to purchase products at their convenience. A storefront location, open 7 days a week, would serve the public THC, CBD, CBG and CBN products. Our stores see an average customer age of 40, with 70% of products sold being THC dominant, and 30% CBD dominant. Our stores have an average of 6 employees, who are local residents themselves. All stores are extremely secure, as they are monitored 24/7. Less than 1% of legally operated cannabis stores throughout Ontario have had incidents with break-ins or robbery.

Stores are not visible through windows or doors; a partition on the inside of the storefront is imperative so that passing citizens are unable to view the interior of the store. No customer can pass a partition, or even see the inside of a store, without valid ID being presented and checked by a team member. Stores are open and inviting to those who are legally allowed to enter; and not visible to those who cannot.

We thank you for your consideration.

SINCERELY,

JOHN PAVKOVIC & JAMIE BATES
THE CANNABIS STOP INC.





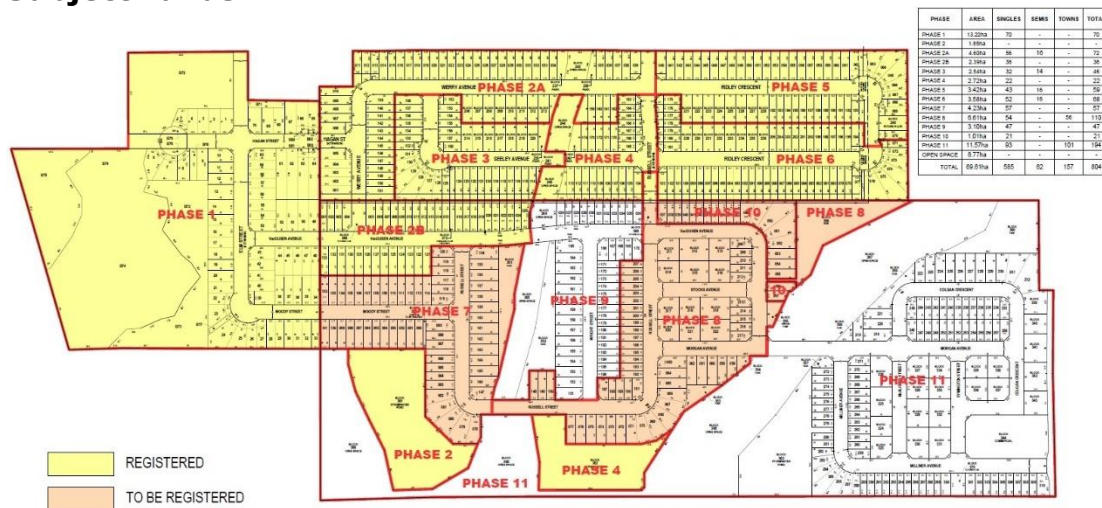
Staff Report PL2022-053

Title of Report: PL2022-053-Flato Phases 7, 8 & 10 Clearance Letter
Department: Planning
Branch: Planning Services
Council Date: July 6, 2022

Recommendation:

Be it resolved that Council receive Staff Report PL2022-053 for information; and
That Council direct staff to forward the clearance letter onto the Grey County Director of Planning.

Subject Lands



Staff Comments

The Township has received a request for a clearance letter for the draft plan of subdivision 42T-2015-05 known locally as the Flato phases 7,8,& 10. Staff have reviewed the Draft Plan conditions and can confirm that with the removal of the holding at the July 6 Council meeting, that all conditions of Draft Plan approval have been satisfied. Attachment 2 to this report is the proof how all conditions have been addressed and met.

With the issuance of the clearance letter(attachment 1) the draft plan will be sent to the County of Grey for Final approval and registration.

Financial Implications

Upon registration of the plan the lots will receive roll numbers and be taxed accordingly. The building department can also begin issuing building permits for the homes on the lots.

Conclusions

Based on the above it is staff's opinion that the Clearance letter can be issued and that Council should endorse the letter by way of resolution and have staff forward it on to the County of Grey.

Respectfully Submitted,

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



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

Attachments:

1. Clearance Letter
2. [MHBC letter dated June 28, 2022](#)

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



Phone: 519-923-2110 x. 228
Toll Free: 1-888-560-6607
Fax: 519-923-9262
E-mail: cstredwick@southgate.ca

July 7, 2022

Scott Taylor, MCIP, RPP, Director of Planning and Development
Grey County
5959th Avenue East
Owen Sound, Ontario
N4K 3E3

Dear Mr. Taylor:

**Re: Clearance of Draft Plan Conditions for Draft Plan of Subdivision
42T-2015-05 on Part of Lots 233 and 234 Concession 1, SWTSR,
Geographic Township of Proton, Township of Southgate**

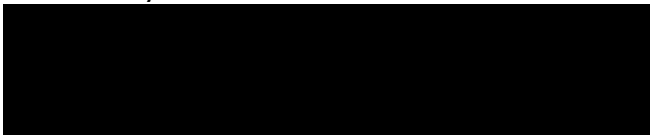
The Township of Southgate has received a request from the developer of the above noted lands for a clearance letter confirming all Draft Plan conditions have been met. In support of this request information has been provided to the Township which is available in Attachment 1 to this letter. The Township has had the opportunity to review the information provided in support of the Flato Glenelg subdivision request for clearance of draft plan conditions. In our review of this information, The Township has no objection to the issuance of final approval for the development. In this regard, the purpose of this letter is to communicate to the County of Grey, that condition 34 of the Draft Plan Conditions has been satisfied.

Condition 34 states that "That prior to final approval being given, the County is advised in writing by the Township of Southgate how Conditions 2 to 33 have been satisfied."

The information provided in the attached letter by the MHBC confirms that all of the draft plan conditions 2 to 33 have been fulfilled.

Based on the above, The Township confirms that all of the conditions of the Draft Plan 42T-2018-12 have been satisfied and are considered cleared.

Sincerely



Clinton Stredwick BES MCIP RPP
Planner

Attachments

1. MHBC compiled letter dated June 28, 2022

The Corporation of the Township of Southgate

By-law Number 2022-097

**being a by-law to establish a highway in the former
Township of Egremont (Consent file B8-21, B9-21
and B10-21)**

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 September 22, 2021, 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 Egremont,

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 Con 1 EPT Div 3 Lot 3, Geographic Township of Egremont, alternately described as, 263071 Wilder Lake road being Part 4, 5, 6 and 7 on a plan of survey deposited as Plan 16R-11716 on the 21st day of June, 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 6th day of July, 2022

John Woodbury – Mayor

Lindsey Green – Clerk

PLAN OF SURVEY OF
**PART OF DIVISION 3 OF LOT 3,
CONCESSION 1, EGR**
(GEOGRAPHIC TOWNSHIP OF EGREMONT)
TOWNSHIP OF SOUTHGATE
COUNTY OF GREY

Scale 1 : 750
30 22.5 15 7.5 0 15 30 Metres

THE INTENDED PLOT SIZE OF THE PLAN IS 81.3cm IN WIDTH BY 60.9cm
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

LEGEND		
■	DENOTES	FOUND MONUMENTS
□	"	SET MONUMENTS
IB	"	IRON BAR
SIB	"	STANDARD IRON BAR
SSIB	"	SHORT STANDARD IRON BAR
IBØ	"	ROUND IRON BAR
▲ ORP	"	OBSERVED REFERENCE POINT
PIN	"	PROPERTY IDENTIFICATION NUMBER – ALL PINS SHOWN ARE LAND TITLES UNLESS NOTED OTHERWISE
WIT	"	WITNESS
CON	"	CONCESSION
P1	"	PLAN R165
P2	"	PLAN 17R-303
P3	"	PLAN 17R-1193
M	"	MEASURED
S	"	SET
EGR	"	EAST OF GARAFRAXA ROAD

ALL BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS INDICATED OTHERWISE

SCHEDULE			
PART	LOT	CONCESSION	PIN
1	PART OF DIVISION 3 OF LOT 3	1 EGR	PART OF 37294 – 0085
2	PART OF DIVISION 3 OF LOT 3		PART OF 37294 – 0085
3	PART OF DIVISION 3 OF LOT 3		PART OF 37294 – 0085
4	PART OF DIVISION 3 OF LOT 3		PART OF 37294 – 0085
5	PART OF DIVISION 3 OF LOT 3		PART OF 37294 – 0085
6	PART OF DIVISION 3 OF LOT 3		PART OF 37294 – 0085
7	PART OF DIVISION 3 OF LOT 3		PART OF 37294 – 0085
PART 1, 2, 3, 4, 5, 6 & 7 COMPRISE PART OF PIN 37294 – 0085			

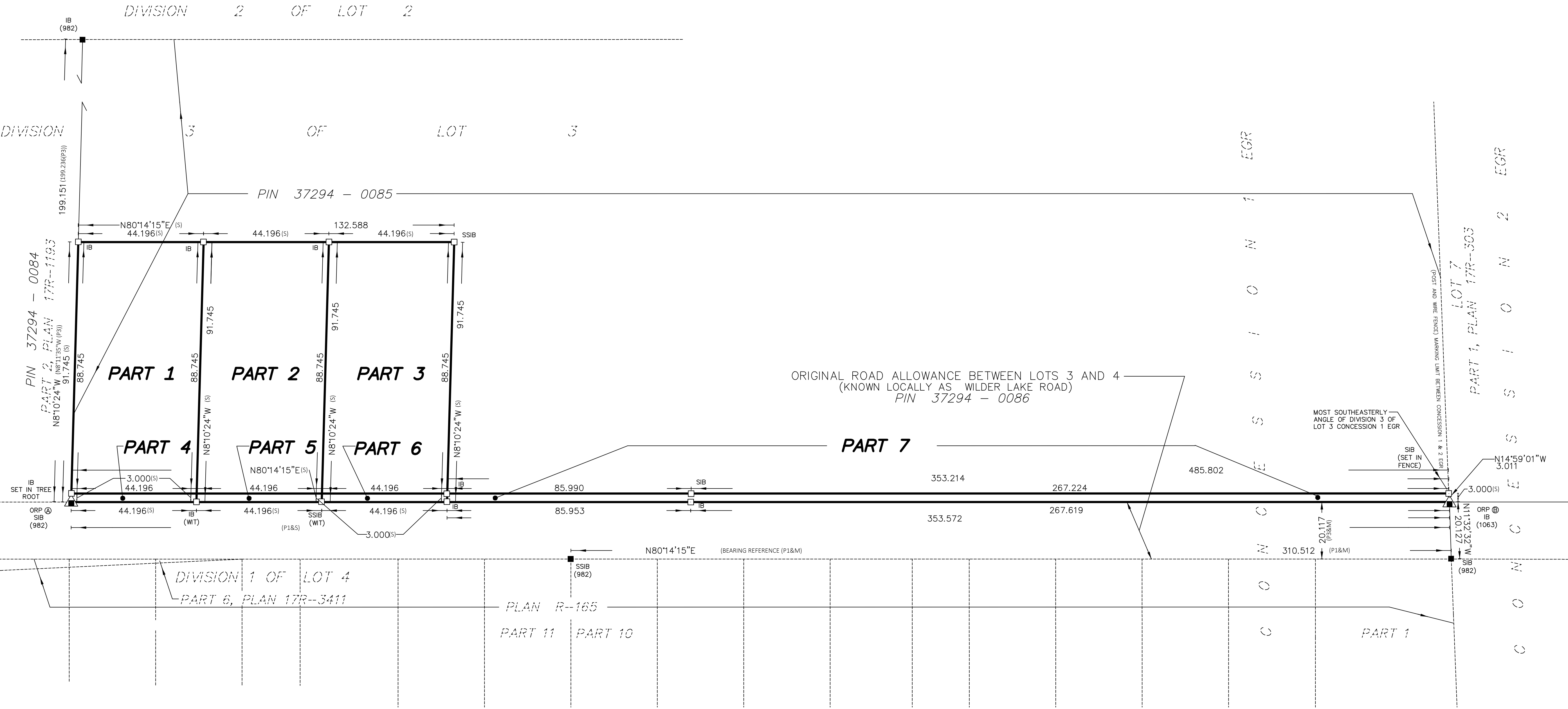
PLAN 16R-11716

Received and deposited

June 21st, 2022

Jessica Grossi

Representative for the
Land Registrar for the
Land Titles Division of
Grey (No.16)



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,P3	0°08'15" CCW

DISTANCES ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999553.

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)	4 886 848.257	516 269.526
ORP (B)	4 886 765.849	515 790.402
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.		

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 30th DAY OF MAY 2022.

20 JUNE, 2022

DATE

GREG FORD, P. Eng (CIVIL)
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS
PLAN SUBMISSION FORM NUMBER V-27253.

WILSON - FORD

Surveying & Engineering
120 KING ST. E., Box 294,
MOUNT FOREST ON, N0G 2L0
PHONE (519)323-2451

PROJECT No.: 21-9493 ROBERTS

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

BY-LAW NUMBER 2022-099

being a By-law to adopt a "Electronic Participation Policy"
known as Policy Number 86

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

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

Whereas the Council of The Township of Southgate has deemed it desirable to adopt a policy with respect to Electronic Participation,

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

1. **That** the "Electronic Participation Policy" known as Policy No. 86, attached hereto as Schedule A is hereby adopted; and
2. **That** By-law number 2020-115 is hereby repealed; and
3. **That** this by-law shall come into force and effect on the date of its passing.

Read a first, second and third time and finally passed this 6th day of July, 2022.

John Woodbury – Mayor

Lindsey Green – Clerk

Township of Southgate

Policy No. 86

Electronic Participation in Council, Committees, Public Meetings & Committee of Adjustment

Approved by Council: October 7, 2020

Amended by Council: July 6, 2022



Purpose and Scope

The purpose of the policy and the procedures therein have been created to establish guidelines for electronic participation in in-person/virtual hybrid meetings of Township Council/Committee of the Whole, Committees of Council, Public Meetings and Committee of Adjustment in accordance with the Township Procedure By-law and the *Municipal Act, 2001, as amended*.

This policy shall apply to all members of Township Council/Committee of the Whole, Township Committees, Committee of Adjustment, staff, and members of the public and any persons in attendance at Public Meetings. This policy is in accordance with the Township of Southgate Procedure By-law and all rules as set out in the Township of Southgate Procedure By-law shall be adhered to.

Definitions

Electronic Participation: means the use of communication technologies including, but not limited to, video, audio, internet connections and/or telephone to permit participants to be involved in meetings as defined and in accordance with the Township Procedure By-law.

Extenuating Circumstances: means special circumstances in which a member may require the use of audio only (telephone) to participate electronically. Said circumstances may include, but are not limited to, medical emergencies, family emergencies, technology/connectivity limitations, transportation impediments or failures, and/or where achieving a quorum of members may be an issue.

Participants: means members of Council/Committee of the Whole, Committees of Council, or Committee of Adjustment, staff and members of the public who are presenting or otherwise participating in a meeting.

Quorum: as it relates to Council, Committees and Committee of Adjustment shall consist of more than 50% of the applicable membership.

Section 1 – Electronic Meeting Procedures

1) Electronic Participation

- a) A member of a Council/Committee of the Whole, Committee of Council or Committee of Adjustment who is participating electronically in a meeting may be counted in determining whether or not a quorum of members is present at any point in time.

Township of Southgate

Policy No. 86

Electronic Participation in Council, Committees, Public Meetings & Committee of Adjustment

Approved by Council: October 7, 2020

Amended by Council: July 6, 2022



- b) Any Member intending to participate electronically in a hybrid meeting shall send a request to do so by email to the Clerk or their designate at a minimum of 2 days in advance of the meeting whenever possible and no later than 2 hours in advance of the meeting time, except in extenuating circumstances.
- c) The method of participation may be via video or tele-conference, depending upon available technology to facilitate electronic participation.
- d) Members shall participate in all meetings via video participation if electronic participation is being utilized by said member.
- e) Audio only (telephone) participation of members shall only be permitted in extenuating circumstances and shall be approved by Council with proper justification by the Member at the start of the meeting.
- f) Participants shall connect to the conference via online video at a minimum of 15 minutes prior to the commencement of a meeting.
- g) When participating via video conference, webcams shall be enabled, unless otherwise restricted by internet connectivity limitations. All microphones shall be muted unless the participant is speaking to minimize background noise.
- h) Any member participating via video conference or by audio only (telephone) shall announce if they wish to leave the meeting prior to adjournment or prior to leaving the meeting.
- i) Participants shall not share any electronic meeting access information unless directed to do so by the Clerk or their designate.

2) Attendance Requirements

- a) Members shall be permitted to participate electronically for any meeting with advance notice subject to the limits below.
- b) The Chair and the Clerk or Designate of the meeting shall make every attempt to attend in-person whenever possible.

Township of Southgate

Policy No. 86

Electronic Participation in Council,

Committees, Public Meetings & Committee of Adjustment

Approved by Council: October 7, 2020

Amended by Council: July 6, 2022



- c) Members shall attempt, to the best of their abilities, to provide at least 2 day's notice to the Clerk, or Designate, to facilitate their electronic participation in hybrid meetings, whenever possible, and no later than 2 hours in advance of the meeting time, except in extenuating circumstances. Members are encouraged to schedule any known electronic participation with the Clerk or Designate at the commencement of each year.
- d) Members attending via electronic participation shall treat the electronic participation in the same manner as they would if they were in-person.
- e) Members are encouraged to participate electronically for meetings where they may have symptoms of a seasonal cold/flu or other related illness(s) to limit the spread of any such illness to others participating in-person.

3) Discussion and Voting

- a) Any member participating via video conference should indicate they wish to speak by raising their physical hand and keeping it raised until the Chair acknowledges their request. Should internet connectivity limitations prohibit a member from utilizing their webcam, the member shall indicate they wish to speak by asking the Chair directly and waiting for the Chair to acknowledge their request.
- b) Any member participating via audio only (telephone), shall be called upon by the Chair to speak after all members participating in-person or via video conference have spoken.
- c) The Chair shall ensure that members participating electronically are given the same opportunity to speak to each question as they would have been given if participating in person.
- d) All members participating via video conference will vote by a show of hands or through digital voting methods that may be provided. Should internet connectivity limitations prohibit a member from utilizing their webcam, the member shall vote verbally when asked by the Chair when it is not a recorded vote.
- e) All members participating via telephone will be asked by the Chair to vote verbally if digital voting is not available.

Township of Southgate

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- f) Any member who is participating in a meeting electronically shall declare a conflict of interest in the same manner as those in physical attendance in accordance with the "Declarations of Pecuniary and/or Conflict of Interest" section of the Procedural By-law.

4) Public Participation

- a) Members of the public who wish to make an electronic submission to Council, a Committee, Public Meeting or Committee of Adjustment, shall be required to register with the Clerk or Designate prior to commencement of the meeting and adhere to all rules as set out in the Procedure By-law for Open Forum, Delegations, Public Meetings and Presentations.
- b) Anyone who may wish to speak to Council at Open Forum, who are scheduled to appear as a Delegation to Council, or for a Presentation to Council in accordance with the Procedural By-law and wish to participate electronically, shall participate via video conference and with their webcams enabled unless otherwise restricted by internet connectivity limitations. Audio only (telephone) participation will only be permitted in extenuating circumstances.
- c) The Clerk's Office will assist those wishing to participate electronically to help facilitate their request and to ensure that those wishing to participate electronically are able to do so.

5) Closed Session

- a) An electronic meeting may include a Closed Session, which shall be conducted in the absence of the public and in accordance with Section 239 of the *Municipal Act, 2001*.
- b) A member of Council, Committee or Committee of Adjustment who is participating electronically in a closed meeting may be counted in determining whether or not a quorum of members is present at any point in time.
- c) The Clerk will be responsible for stopping the recording, broadcasting, and/or distribution of audio and/or video prior to the commencement of a closed meeting. A break may be requested by the Chair, Clerk, or their designate to ensure closed meeting confidentiality.

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Committees, Public Meetings & Committee of Adjustment

Approved by Council: October 7, 2020

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- d) Participants and staff shall take and employ all necessary precautions to ensure confidentiality of closed meetings, in accordance with the Township Procedure By-law and Closed Meeting Policy No. 25.
- e) If a member must participate in a Closed Session meeting via audio only (telephone) due to extenuating circumstances the Clerk shall require that an affidavit be signed by the member(s) attesting that the member participated from a confidential location. The affidavit shall form part of the formal minutes of the Closed Session meeting.

Section 2 – Electronic Meeting Procedures – During an Emergency Period

Where **all** members are participating electronically during a declared emergency period, all the same procedures as defined in Section 1 of this policy shall apply with the following exceptions:

- a) When a vote is being taken, the Chair will call for any members that are opposed to the vote. If no member indicates their opposition to a vote, the Chair will call the vote as being passed by unanimous consent.
- b) Should a member take opposition to a vote, the Chair will automatically call for a recorded vote to be taken by the Clerk or their designate.
- c) The Chair shall automatically call for a recorded vote to be taken by the Clerk or their designate for all By-laws that are on the table.

Section 3 – Technical Matters

- a) If there is a question as to the performance of the meeting technology impacting the proceedings of a meeting, the meeting may be recessed at the direction of the Chair to confirm that the electronic format is performing effectively before proceeding further with the agenda.
- b) Members are responsible for having the technology they require in order to facilitate electronic participation. Additional technology, beyond what is normally supplied to Council members, will not be provided.
- c) In the event of a connection or service disruption to an individual member, the Chair may recess the meeting to allow for attempts to reconnect. It is the members' duty to ensure that their equipment and technology are set in

Township of Southgate

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Approved by Council: October 7, 2020

Amended by Council: July 6, 2022



advance of the meeting. If after 15 minutes, the member is unsuccessful at re-connecting to the meeting, no further efforts shall be taken to delay the meeting to reconnect the member. The member may attempt other methods to re-connect to the meeting as it proceeds.

- d) In the event of a connection or service disruption to more than one member, and where quorum is affected, the Chair shall recess the meeting to allow for attempts to reconnect members until a quorum is established. If a quorum cannot be established after 15 minutes, the meeting shall stand adjourned.
- f) Members are responsible for ensuring there is no background noise at their location that would interfere with the meeting and for muting their device when they are not speaking to minimize background noise.
- g) Attendance for both virtual and/or hybrid meeting participants is required at least 15 minutes before the commencement of the meeting to verify technical requirements.

Brief Overview

This section is provided for guidance only and is not deemed to form part of the policy.

- a) The Chair and the Clerk or Designate should be present in-person whenever possible at all hybrid meetings.
- b) Members are responsible for having the technology required to connect and participate in meetings electronically should they wish to do so.
- c) Members shall connect via video with their webcams enabled whenever possible and treat the electronic participation as if they were physically attending the meeting and in accordance with the "Conduct of Members" section of the Procedural By-law.
- d) Participating via audio only (telephone) will only be permitted in extenuating circumstances.
- e) Members are responsible for ensuring they have adequate connectivity for any meeting they are participating in electronically.

Township of Southgate

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Electronic Participation in Council, Committees, Public Meetings & Committee of Adjustment

Approved by Council: October 7, 2020

Amended by Council: July 6, 2022



Monitoring and Review of the Policy

The Clerk's Department is responsible for the administration and maintenance of this policy, including a detailed review at the commencement of each Council term.

This policy shall be reviewed following the first year of implementation.



Staff Report HR2022-029

Title of Report: Waste Staffing Update
Department: Human Resources
Council Date: July 6, 2022

Recommendation:

Be it resolved that Council receive Staff Report HR2022-029 for information.

Background:

At the June 1, 2022 Council Meeting, the following resolution was approved which included the retirement of a Part Time Landfill Attendant:

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

Be it resolved that Council approve the items on the Regular Business consent agenda dated June 1, 2022 (save and except items 13.1.1) and direct staff to proceed with all necessary administration actions.

Carried No 2022-365

Staff Comments:

The job posting for Part Time Landfill Attendant was posted from May 20, 2022 to June 3, 2022. We received a total of 6 applications and completed interviews between June 9 and June 13, 2022.

Michael Wideman was the successful candidate and starts in this position in mid-July.

Financial Implications:

No financial implication as this position has been approved for 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:

1. That Council receive this report as information.
2. That staff & Council welcome Michael into his new role as Part Time Landfill Attendant.

Respectfully Submitted,

Human Resources: **Original Signed By**

Kayla Best, HR Coordinator/ Assistant to the CAO

Original Signed By

Dept. Head Approval: _____
Jim Ellis, Public Works Manager

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

Attachments:
None.



Staff Report HR2022-031

Title of Report: Building Department Staffing Update
Department: Human Resources
Council Date: July 6, 2022

Recommendation:

Be it resolved that Council receive Staff Report HR2022-031 for information.

Background:

At the May 18, 2022 Council Meeting, the following resolution was approved:

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

Be it resolved that Council receive Staff Report CBO2022-006 for information;
and

That Council approve and direct staff to post the fulltime position for a Building Department Administration Assistant as an employee addition.

Carried No 2022-299

Staff Comments:

The job posting for Building Administrative Assistant was posted internally and externally from May 20, 2022 to June 3, 2022. We received a total of 19 applications and completed interviews on June 13, 2022.

Stephanie Johnson was the successful candidate with a starting date of July 4, 2022. Stephanie has been with the Township in the Library since 2015; she will be missed at the Library but we are excited to have her join the Building Department team.

Financial Implications:

No financial implication as this position was approved previously.

Communications & Community Action Plan Impact:

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

Concluding Comments:

1. That Council receive this report as information.
2. That staff & Council welcome Stephanie into her new role as Building Administrative Assistant.

Respectfully Submitted,

Human Resources: *Original Signed By*

Kayla Best, HR Coordinator/ Assistant to the CAO

Dept. Head Approval: *Original Signed By*

Bev Fisher, CBO

CAO Approval: *Original Signed By*

Dave Milliner, CAO

Attachments:

None.



Staff Report HR2022-032

Title of Report: CAO Recruitment
Department: Human Resources
Council Date: July 6, 2022

Recommendation:

Be it resolved that Council receive Staff Report HR2022-032 for information.

Background:

At the May 4, 2022 Council Meeting, the following was approved:

Moved By: Councillor Frew **Seconded By:** Councillor Shipston

Be it resolved that Council receive Staff Report HR2022-013 for information; and

That Council approve the CAO Job Description and Position Profile as presented; and

That Council approve the HR Coordinator to post the CAO job posting internally and externally with a closing date of June 2, 2022; and

That Council approve the whole of Council to make up the Hiring Committee for the CAO hiring as per Policy #8; and

That Council direct staff on which staff members to include in the closed session special Council meetings throughout the hiring process; and

That Council direct staff to hold a closed session special Council meeting on Thursday, June 9, 2022 at 6pm to review resumes, select applicants for interviews and create interview questions with evaluation criteria.

Carried No. 2022-337

Staff Comments:

The CAO position was posted May 4, 2022 to June 2, 2022. We received a total of 42 applications which were reviewed by the Hiring Committee. First interviews took place on June 20th and June 21st, 2022 and from those interviews, some candidates have been selected for second interviews that will occur mid-July.

An updated CAO Succession Plan timeline is included at Attachment #1 to this report.

Financial Implications:

There is no financial impact as a result of this report.

Communications & Community Action Plan Impact:

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

Concluding Comments:

That Council receive this report for information.

Respectfully Submitted,

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

Attachments:

Attachment #1: Updated CAO Succession Plan Schedule

**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

CAO Succession Plan – CAO Planned Retirement

Updated June 22, 2022

Step	Task	Proposed Timeline	Status
1	Appoint Coordinator of CAO Succession Plan	September 21, 2021	Complete
2	Internal Intent to Apply	September 27, 2021	Complete
3	Closed Session re: Internal Interest	October 6, 2021	Complete
4	Approval of Process and Timelines	October 20, 2021	Complete
5	Job Description Updates	March 31, 2022	Complete
6	CAO Profile Creation	March 17, 2022 to April 30, 2022	Complete
7	Observation Period for Internal Candidate(s)	October 20, 2021 to April 30, 2022	Complete
8	Internal / External Posting	May 3 to June 2, 2022	Complete
9	Selection of Candidates	June 15, 2022	Complete
10	Interviews	June 20 to June 24, 2022	Complete
11	Selection of Candidates to move to next stage, Contact Candidates	June 24 to June 30, 2022	In Progress
12	Second Interviews	July 11 to July 22, 2022	
13	Selection of Successful Candidate & Background Checks	July 25 to August 3, 2022	
14	Negotiations	August 4 to August 12, 2022	
15	Appointment	August 17, 2022	
16	Notice Period/Backfill Period	August 17 to September 17, 2022	
17	Official Start Date	TBD	



Staff Report PW2022-037

Title of Report: PW2022-037 Department Report
Department: Public Works
Branch: None
Council Date: July 6, 2022

Recommendation:

Be it resolved that Council receive Staff Report PW2022-037 for information.

Background:

Public Works Department update.

Staff Comments:

Transportation and Public Safety:

1. The Public Works Manger was called on Saturday June 11 at 10:28 pm by OPP that 2 trees were down on Southgate Road 04, west of Grey Road 8. An operator was called in and removed the trees that were across the road.
2. Scratch coat asphalt and Single Surface Treatment was applied on Southgate Road 24 from Southgate Sideroad 07 to SDR 57 and Southgate Sideroad 71 from the Melancthon Townline to Southgate Road 26.
3. Road construction has begun on Southgate Road 26 from Old Railroad Road to Homestead Road with preparations ready for asphalt paving.
4. Roadside grass cutting has begun starting in the west side of the Township.
5. The Rainbow Crosswalk was repainted again, this used the remaining paint, with basically the initial layout and painting in 2021, with another 2 touch up paintings and restoring the painting again in 2022.
6. The Council approved donation of a memorial bench was installed on the boulevard at 565 Main St East in Dundalk on June 22, 2022.
7. Southgate Sideroad 73 cold-in-place asphalt process was completed on Monday June 27th, and the asphalt lift of paving is to be scheduled next.
8. Staffing resources to deal with pothole issues has required a few weeks of part day Saturday operations and a big thanks to help from other department staff assisting with these activities.

Waste Resources & Diversion Management:

1. A Trigger Notification letter for the Egremont Landfill Site was sent by GM BluePlan Engineering Limited on behalf of the Township to Ministry of the Environment, Conservation and Parks (MECP). The trigger parameters include chloride, sodium, iron, alkalinity, DOC, barium and boron as these have proven to be reliable indicators of leachate-impacted groundwater at the Site.

An amendment to the Environmental Compliance Approval has been submitted to the MECP, to recognize the purchase of the newly acquired lands east of the landfill, and approval to register the new lands as a contaminant attenuation zone (CAZ). The PWM and GM BluePlan met onsite of the easterly lands to plot the installation of 3 new monitoring wells on the property. (Attachment #1)

Water & Wastewater:

1. The Dundalk Water Tower tender was released by Triton Engineering Ltd. on Wednesday June 22, 2022. The tender will close with a virtual opening on Tuesday July 12, 2022 at 2 pm.
2. Ontario Clean Water Agency (OCWA) treated Lagoon Cell # 4 using boats to inject alum into the waters in order to lower pH. Effluent discharging and plant shut down on June 16, 2022 with pH levels at 9.45, with compliance limit of 9.5 was reported to MECP District Office.

Financial Implications:

Items are covered in the 2022 operating and capital budgets.

Communications & Community Action Plan Impact:

Goal 5 - Upgrading our "Hard Services"

Action5:

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

Concluding Comments:

Staff recommends that Council receive Staff Report PW2022-037 for information.

Respectfully Submitted,

Dept. Head: **Original Signed By**

Jim Ellis, Public Works Manager

Original Signed By

Page 2 of 3

Treasurer Approval: _____
William Gott, CPA, CA Treasurer

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

Attachments:

Attachment # 1 – GM BluePlan Trigger Notification Letter dated June 20, 2022



June 20, 2022
Our File: 212298

Via Email: Ian.Mitchell@ontario.ca

Ministry of the Environment, Conservation and Parks
Owen Sound District Office
3rd Floor 101 17th Street
Owen Sound, ON N4K 0A5

Attention: Mr. Ian Mitchell

Re: Southgate Landfill Site
Township of Southgate
Trigger Exceedance Notification (OW20)
ECA No. A261602

Dear Ian,

On behalf of the Township of Southgate, we are providing notification of a recent site-specific trigger level exceedance for groundwater noted at the Southgate (formerly Egremont) Landfill Site. Based on Condition 40 of the Environmental Compliance Approval (ECA No. A261602), the trigger parameters include chloride, sodium, iron, alkalinity, DOC, barium and boron as these have proven to be reliable indicators of leachate-impacted groundwater at the Site. In addition, the Trigger Levels for groundwater are set at either:

- i. Where indicator parameters are naturally low, 80% of the RUC at monitoring locations situated in close proximity to the property boundary (i.e., OW-16S/D and OW-19) or 100% of the RUC for trigger locations that are greater than 50 meters from the property boundary (i.e., compliance monitoring locations to the west within the CAZ); or
- ii. Where the indicator parameter is naturally elevated in the groundwater at the Site (i.e., where the RUC is less than the background concentrations noted), the trigger level be based on the 95th percentile of the background concentration regardless of proximity to the property boundary.

The measures outlined in the contingency plan are activated when two or more parameters exceed the trigger level at the same trigger location for two (or more) consecutive events. If a trigger exceedance occurs, the *District Manager* is to be notified. This notification is being provided to satisfy the notification requirements of Condition 40(i) of the ECA. A copy of the ECA is provided in Attachment A. A summary of the trigger locations, parameters and levels, compared to the recent monitoring results, is provided in the attached Table.

At the Egremont Landfill Site the compliance boundary to the east is located in close proximity to the approved fill area. Trigger level exceedances at well OW20 were first reported to the MECP in correspondence dated March 26, 2021 (provided in Attachment B). This well was installed in the shallow overburden soils in August 2019, between the recently active area of landfilling (i.e., Cell 2) and the compliance boundary to the east, where shown on the Figure provided. Groundwater quality monitoring at well OW20 continues to show exceedances of the site-specific trigger levels for alkalinity, DOC, chloride and sodium, with trigger exceedances for barium, boron and iron more recently noted. The combination of parameters and parameter concentrations appears to be indicative of leachate-derived impacts.

Condition 40(ii) of the Approval states that resampling within 30-days of the receipt of the result be conducted. However, considering the consistency of the groundwater quality reported for the samples collected from this location, it is our opinion that re-sampling would only confirm the overall groundwater quality, rather than negate the trigger exceedances noted.

IMPLEMENTATION OF CONTINGENCY MEASURES

Although the migration of leachate-impacted groundwater to the east is related to a localized radial flow pattern, which will ultimately tie into the larger regional groundwater flow system that generally flows in a westerly direction, monitoring well OW20 is situated along the easterly compliance boundary and, as such, it was previously recommended that the Township consider implementing measures to mitigate the identified impacts along the easterly property boundary.

Following the trigger notification in March 2021, the Township explored the option of acquiring additional buffer lands to the east. More specifically, the vacant land described as Concession 21, West Part Lot 1, where shown on the Figure provided. Based on our interpretation of past site activities, the property appears to have been used as a recreational property (snowmobiling, ATV's, etc.), with the nearest structure to the east located approximately 70 metres from the landfill area at its closest point. MECP well records suggest that a drinking water supply well does not exist on the property.

The 20.4-hectare (50.38-acre) property was successfully purchased in September 2021. Once the property is registered on title as a contaminant attenuation zone (CAZ), these additional lands will mitigate the impacts identified along the existing easterly compliance limit by extending the buffer distance (i.e., the easterly compliance boundary) by an additional 200-meters to the east. The Township intends to submit an application to amend the Environmental Compliance Approval to the MECP to request that the definition for 'Buffer' and Condition 35 of the ECA be updated to recognize the additional buffer lands to the east as a supplemental contaminant attenuation zone for the Site. Once the additional lands are recognized in ECA, the Township will register the additional CAZ lands against the title of the subject property.

NEXT STEPS

Well Installation:

The Township has retained London Soil Test (LST) to complete the installation of two shallow groundwater monitoring wells within the additional lands to the east in 2022. The wells will be installed greater than 50 meters east of wells OW19 and OW20 and will become the new trigger locations for the assessment of groundwater quality compliance to the east of the landfill.

Application to Amend the ECA:

In recognition of the supplemental contaminant attenuation zone to the east of the Site, an application to amend the ECA will be submitted to the MECP. The application will recommend the following:

1. Updates to some of the definitions and conditions of the ECA, as needed, to reflect the additional supplemental contaminant attenuation zone to the east of the site.
2. Revision to PDO Addendum No.1 (April 2018): Due to various design constraints and the westerly groundwater flow direction, a limited buffer area of 10-meters was previously established to the east of the approved landfill. In order to support the limited buffer area, a bentofix mat was proposed for the eastern below grade sidewall of the approved landfill. In consideration of the additional buffer distance of 200-meters achieved with the recent acquisition of the property to the east of the site, the provision for the bentofix liner, limited to the eastern sidewall, is no longer necessary.



OTHER MITIGATIVE EFFORTS: REVIEW OF OPERATIONAL PRACTICES

An assessment of the recent operational practices, including site grading, particularly in the area to the east of the landfill could be conducted. In addition, the relocation of waste from the old fill area could be completed in the near future. The waste relocation efforts, which were described in the PDO Addendum (April 2018), could be used as a means to ensure the bottom elevation of the landfill is sloped to the west, ultimately directing contact stormwater flows and leachate within the landfill footprint to the west, away from the existing easterly compliance limit. These efforts would serve to reduce the radial flow of groundwater to the east, ultimately reducing the magnitude of impacts in the vicinity of OW20.

I trust this is sufficient for your use at this time. Please do not hesitate to contact me if you have any questions.

Yours truly,

GM BLUEPLAN ENGINEERING LIMITED

Per:

A handwritten signature in blue ink, appearing to read 'Alen Bringleston', followed by a long horizontal flourish.

Alen Bringleston, B.E.S., C.E.T.
AN/md

Encl.

cc: Township of Southgate: Jim Ellis – One Digital Copy (jellis@southgate.ca)
Our File No.: 212298

**COMPARISON OF GROUNDWATER QUALITY AT THE ESTABLISHED
TRIGGER LOCATIONS TO TRIGGER LEVELS**

Indicator Parameter		Alkalinity	DOC	Chloride	Sodium	Barium	Boron	Iron
		(in mg/L)						
Background (Range)		205 - 255	<0.2 - 17.2	1.3 - 45.4	3.9 - 63.2	0.02 - 0.04	<0.005 - 0.035	0.072 - 0.42
Background		252	6.2	11	20.4	0.03	0.02	0.30
ODWS		500	5.0	250	200	1.0	5.0	0.30
RUC		376	6.2	131	110	0.27	1.3	0.30
Trigger Levels (100% RUC)		376	6.2	131	110	0.27	1.3	0.30
WEST COMPLIANCE BOUNDARY								
OW17S	6-May-14	250	1.1	1	1.3	0.0062	<0.01	<0.1
	23-Oct-14	330	1.7	<1	2.0	0.0078	0.01	<0.1
	21-Apr-15	240	1.2	1	1.6	0.0057	<0.01	<0.1
	19-Oct-15	280	1.1	1.2	1.2	0.0081	<0.01	<0.1
	12-Apr-16	240	1.4	1.2	0.95	0.0060	<0.01	<0.1
	24-Oct-16	290	1.1	1.1	1.3	0.0075	<0.01	<0.1
	19-Apr-17	230	1.1	1.4	1.1	0.0056	<0.01	<0.1
	16-Nov-17	320	1.2	1.1	1.2	0.0091	<0.01	<0.1
	6-Jun-18	280	1.2	<1.0	0.81	0.0072	<0.01	<0.1
	6-Nov-18	310	0.81	1.3	1.2	0.0080	0.011	<0.1
	2-May-19	230	1.2	1.5	0.77	0.0061	<0.01	<0.1
	6-May-20	260	1.0	<1.0	0.85	0.0062	0.01	<0.1
	20-Dec-21	300	1.3	1.2	0.83	0.0089	0.01	<0.1
OW17D	6-May-14	270	0.67	2	3.5	0.031	<0.01	<0.1
	23-Oct-14	280	1.1	1	3.4	0.027	<0.01	<0.1
	21-Apr-15	270	0.58	2	3.3	0.025	<0.01	<0.1
	19-Oct-15	280	0.81	1.5	3.2	0.026	<0.01	<0.1
	12-Apr-16	290	0.77	1.4	3.4	0.028	<0.01	<0.1
	24-Oct-16	290	0.91	1.0	3.1	0.027	<0.01	<0.1
	19-Apr-17	280	0.63	1.7	3.4	0.025	<0.01	<0.1
	16-Nov-17	290	<0.50	1.1	3.3	0.025	<0.01	<0.1
	6-Jun-18	290	0.62	1.3	3.0	0.025	<0.01	<0.1
	6-Nov-18	300	0.63	1.5	3.2	0.030	<0.01	<0.1
	2-May-19	280	0.75	1.3	2.8	0.026	<0.01	<0.1
	6-May-20	290	0.49	1.2	3.1	0.025	<0.01	<0.1
	20-Dec-21	280	0.65	1.7	3.3	0.027	0.018	<0.1
OW18S	6-May-14	240	1.2	1	2.9	0.0084	<0.01	<0.1
	23-Oct-14	340	1.6	<1	2.3	0.011	0.014	<0.1
	21-Apr-15	270	1.3	<1	3.8	0.0091	<0.01	<0.1
	19-Oct-15	310	0.58	2.6	1.8	0.0096	<0.01	<0.1
	12-Apr-16	240	1.2	<1.0	1.9	0.012	<0.01	<0.1
	19-Apr-17	250	0.96	1.2	0.82	0.0081	<0.01	<0.1
	16-Nov-17	380	0.67	6.2	1.4	0.010	0.020	<0.1
	6-Jun-18	260	0.79	1.3	1.6	0.0080	<0.01	<0.1
	2-May-19	220	1.1	1.3	2.2	0.0078	<0.01	0.15
	6-May-20	270	0.91	<1.0	0.79	0.0074	<0.01	<0.1
	20-Dec-21	310	1.3	1.3	1.0	0.0078	0.015	<0.1

**COMPARISON OF GROUNDWATER QUALITY AT THE ESTABLISHED
TRIGGER LOCATIONS TO TRIGGER LEVELS**

Indicator Parameter		Alkalinity	DOC	Chloride	Sodium	Barium	Boron	Iron
		(in mg/L)						
Background (Range)		205 - 255	<0.2 - 17.2	1.3 - 45.4	3.9 - 63.2	0.02 - 0.04	<0.005 - 0.035	0.072 - 0.42
Background		252	6.2	11	20.4	0.03	0.02	0.30
ODWS		500	5.0	250	200	1.0	5.0	0.30
RUC		376	6.2	131	110	0.27	1.3	0.30
Trigger Levels (100% RUC)		376	6.2	131	110	0.27	1.3	0.30
OW18I	6-May-14	240	1.4	1	0.84	0.0059	<0.01	<0.1
	23-Oct-14	370	1.8	<1	0.94	0.0098	0.015	<0.1
	21-Apr-15	290	0.91	1	0.69	0.0055	<0.01	<0.1
	19-Oct-15	340	1.0	2.2	1.4	0.010	<0.01	<0.1
	12-Apr-16	240	1.3	<1.0	0.54	0.0050	<0.01	<0.1
	24-Oct-16	330	1.3	2.1	1.2	0.0083	0.011	<0.1
	19-Apr-17	250	1.1	1.1	0.58	0.0055	0.010	<0.1
	16-Nov-17	380	0.76	<1.0	0.91	0.0078	0.012	<0.1
	6-Jun-18	290	0.94	<1.0	0.61	0.005	0.011	<0.1
	6-Nov-18	320	0.95	1.2	0.92	0.008	0.019	<0.1
	2-May-19	230	1.0	1.1	0.43	0.0046	<0.01	<0.1
	6-May-20	270	0.84	<1.0	0.53	0.0049	<0.01	<0.1
	20-Dec-21	320	0.91	1.3	0.61	0.0074	0.017	<0.1
OW18D	6-May-14	280	0.60	1	5.2	0.013	<0.01	<0.1
	23-Oct-14	290	1.1	1	2.4	0.012	<0.01	<0.1
	21-Apr-15	270	0.58	2	2.2	0.011	<0.01	<0.1
	19-Oct-15	280	0.58	1.6	2.5	0.011	<0.01	<0.1
	12-Apr-16	290	0.59	1.1	2.1	0.013	<0.01	<0.1
	24-Oct-16	290	0.83	1.2	2.1	0.012	<0.01	<0.1
	19-Apr-17	290	0.60	1.4	2.0	0.012	0.010	<0.1
	16-Nov-17	290	<0.50	1.3	1.9	0.012	<0.01	<0.1
	6-Jun-18	300	<0.50	1.1	2.1	0.012	<0.01	<0.1
	6-Nov-18	290	0.59	1.1	2.4	0.011	<0.01	<0.1
	2-May-19	290	0.51	1.4	1.9	0.014	0.010	<0.1
	6-May-20	290	0.55	<1.0	1.8	0.012	<0.01	<0.1
	20-Dec-21	300	0.69	1.1	1.8	0.013	0.021	<0.1
Werner	6-May-14	230	0.75	6	4.0	0.017	<0.01	<0.1
	23-Oct-14	240	0.88	6	3.5	0.018	0.012	1.6
	21-Apr-15	230	0.56	6	4.0	0.018	0.014	<0.1
	19-Oct-15	230	0.40	6.5	3.9	0.017	<0.01	<0.1
	12-Apr-16	240	0.44	7.3	3.7	0.015	<0.01	<0.1
	24-Oct-16	240	0.77	7.0	3.5	0.017	<0.01	1.6
	19-Apr-17	240	0.22	6.5	3.8	0.016	0.012	<0.1
	16-Nov-17	250	<0.50	7.5	3.6	0.015	0.011	<0.1
	2-May-19	230	<0.50	7.5	3.5	0.017	0.011	<0.1

**COMPARISON OF GROUNDWATER QUALITY AT THE ESTABLISHED
TRIGGER LOCATIONS TO TRIGGER LEVELS**

Indicator Parameter		Alkalinity	DOC	Chloride	Sodium	Barium	Boron	Iron
		(in mg/L)						
Background (Range)		205 - 255	<0.2 - 17.2	1.3 - 45.4	3.9 - 63.2	0.02 - 0.04	<0.005 - 0.035	0.072 - 0.42
Background		252	6.2	11	20.4	0.03	0.02	0.30
ODWS		500	5.0	250	200	1.0	5.0	0.30
RUC		376	6.2	131	110	0.27	1.3	0.30
Trigger Levels (80% RUC)		301	6.2*	104	88	0.22	1.0	0.30*
NORTH COMPLIANCE BOUNDARY								
OW16S	6-May-14	230	0.61	3	6.2	0.030	<0.01	<0.1
	23-Oct-14	230	1.4	2	4.5	0.027	<0.01	0.21
	21-Apr-15	230	1.0	2	5.2	0.026	<0.01	<0.1
	19-Oct-15	230	0.45	1.9	4.3	0.025	<0.01	<0.1
	12-Apr-16	240	0.55	2.5	5.0	0.026	<0.01	<0.1
	24-Oct-16	240	0.76	1.8	3.6	0.025	0.011	0.22
	19-Apr-17	240	0.56	2.5	4.8	0.025	<0.01	<0.1
	16-Nov-17	240	<0.50	1.8	3.5	0.024	<0.01	<0.1
	6-Jun-18	240	<0.50	1.9	3.7	0.022	<0.01	<0.1
	6-Nov-18	230	0.50	2.0	3.6	0.022	0.01	<0.1
	2-May-19	240	<0.50	2.9	5.2	0.029	<0.01	<0.01
	14-Nov-19	230	<0.50	3.0	5.4	0.026	<0.01	<0.01
	6-May-20	240	0.52	2.4	4.9	0.028	<0.01	<0.10
	26-Nov-20	240	0.71	2.7	5.1	0.028	<0.01	<0.10
	8-Apr-21	240	0.42	3.1	6.0	0.028	0.020	0.20
	20-Dec-21	240	<0.40	2.7	4.9	0.029	0.011	<0.1
	16-May-22	240	<0.40	2.4	5.2	0.027	0.011	<0.1
OW16D	6-May-14	210	0.56	<1	4.5	0.024	0.018	<0.1
	23-Oct-14	220	1.0	<1	4.1	0.024	0.018	<0.1
	21-Apr-15	210	0.60	1	4.3	0.025	0.019	<0.1
	19-Oct-15	210	0.26	<1.0	4.2	0.023	0.017	<0.1
	12-Apr-16	220	0.50	<1.0	4.0	0.023	0.015	<0.1
	24-Oct-16	210	0.71	<1.0	3.9	0.024	0.017	<0.1
	19-Apr-17	210	<0.20	1.1	4.5	0.026	0.022	<0.1
	16-Nov-17	220	<0.50	<1.0	4.3	0.022	0.016	<0.1
	6-Jun-18	220	<0.50	<1.0	4.2	0.024	0.019	<0.1
	6-Nov-18	210	<0.50	<1.0	4.3	0.025	0.018	<0.1
	2-May-19	210	<0.50	1.0	4.5	0.026	0.018	<0.1
	6-May-20	220	0.42	<1.0	4.6	0.025	0.016	<0.1
	20-Dec-21	210	<0.40	<1.0	4.3	0.025	0.018	<0.1

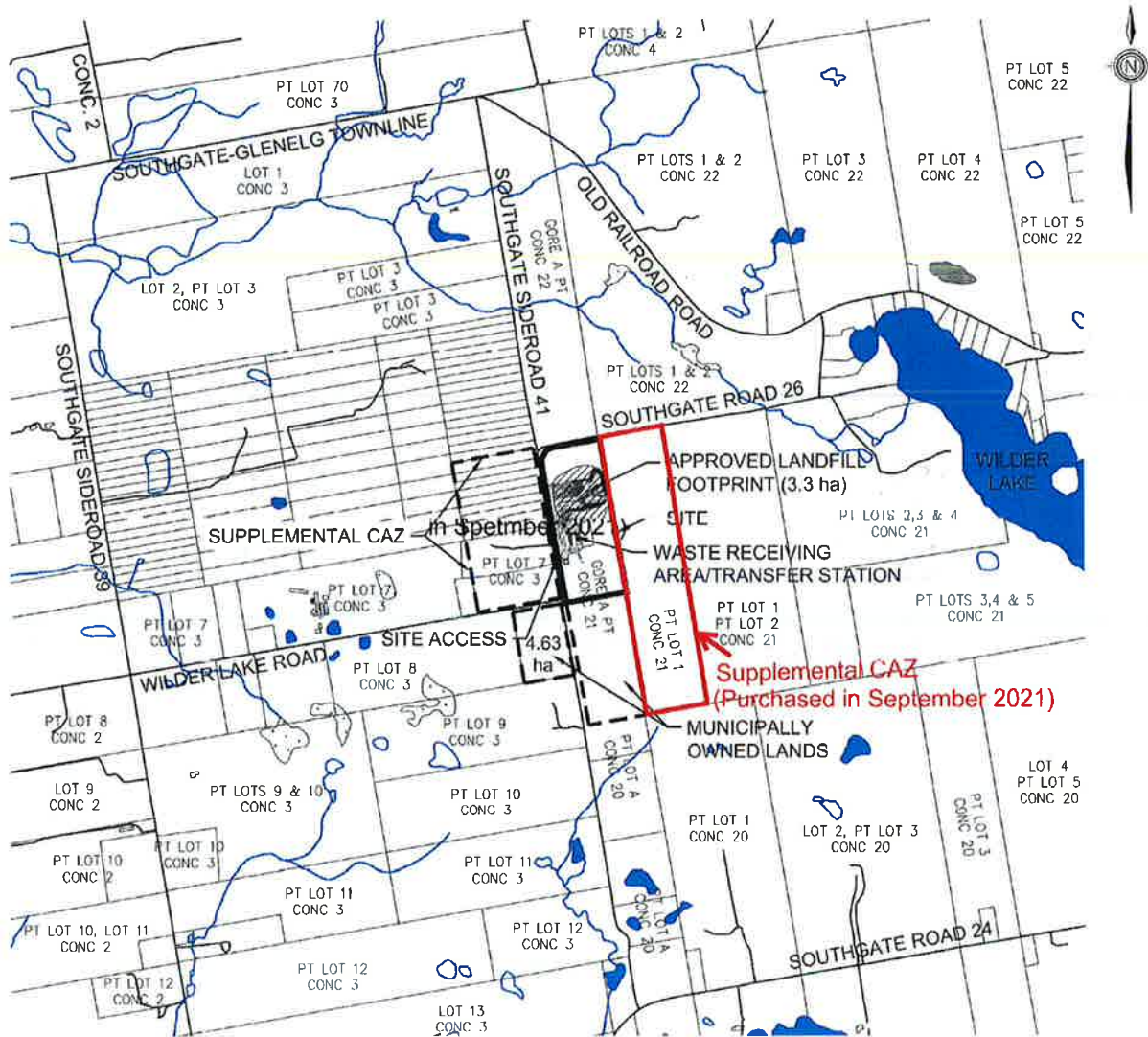
**COMPARISON OF GROUNDWATER QUALITY AT THE ESTABLISHED
TRIGGER LOCATIONS TO TRIGGER LEVELS**

Indicator Parameter	Alkalinity	DOC	Chloride	Sodium	Barium	Boron	Iron
	(in mg/L)						
Background (Range)	205 - 255	<0.2 - 17.2	1.3 - 45.4	3.9 - 63.2	0.02 - 0.04	<0.005 - 0.035	0.072 - 0.42
Background	252	6.2	11	20.4	0.03	0.02	0.30
ODWS	500	5.0	250	200	1.0	5.0	0.30
RUC	376	6.2	131	110	0.27	1.3	0.30
Trigger Levels (80% RUC)	301	6.2*	104	88	0.22	1.0	0.30*
EAST COMPLIANCE BOUNDARY							
OW19	23-Oct-14	780	5.6	2	26	0.048	0.027
	21-Apr-15	680	3.5	2	7.5	0.033	0.012
	19-Oct-15	710	2.2	1.9	7.9	0.030	0.019
	12-Apr-16	740	3.0	2.1	7.5	0.025	0.028
	24-Oct-16	720	3.9	3.6	9.2	0.023	0.029
	19-Apr-17	720	2.7	2.9	6.2	0.030	0.029
	16-Nov-17	670	2.4	1.8	5.3	0.021	0.023
	6-Jun-18	670	2.2	1.7	2.9	0.019	0.018
	6-Nov-18	640	2.3	1.9	3.2	0.024	0.022
	2-May-19	650	2.3	3.5	8.1	0.022	0.022
	14-Nov-19	630	2.7	2.7	4.1	0.023	0.027
	6-May-20	650	3.0	5.2	6.0	0.019	0.027
	26-Nov-20	640	2.6	9.4	2.9	0.022	0.020
	8-Apr-21	620	3.2	7.4	5.5	0.017	0.022
	20-Dec-21	660	3.3	4.0	9.7	0.019	0.035
OW20	16-May-22	600	2.9	2.1	5.2	0.016	0.032
	14-Nov-19	790	18	160	100	0.095	0.66
	6-May-20	1600	48	160	250	0.28	1.4
	26-Nov-20	2200	62	220	270	0.26	2.2
	8-Apr-21	1700	59	130	210	0.35	1.7
	20-Dec-21	1700	74	150	190	0.22	1.7
	16-May-22	2900	1600	440	490	0.44	1.7

Notes:

1. Background concentrations were based on available water quality data from OW-16S collected from 2002 to April 2013 . 95-th percentile background concentrations were used for the determination of the RUC.
2. * Where the indicator parameter is naturally elevated (i.e. DOC and iron), the trigger level is based on the 95th-percentile of the concentrations historically reported, regardless of proximity to the property boundary.
3. ODWS = Ontario Drinking Water Standards
4. mg/L = milligrams per litre
5. The measures outlined in the contingency plan will not be activated unless two or more parameters exceed the same trigger levels at the same trigger location for two consecutive events.
6. Values in bold and shaded represent concentrations greater than the Trigger Levels.

212298
 Egremont Landfill
 Lot A, Concession 21
 Township of Southgate

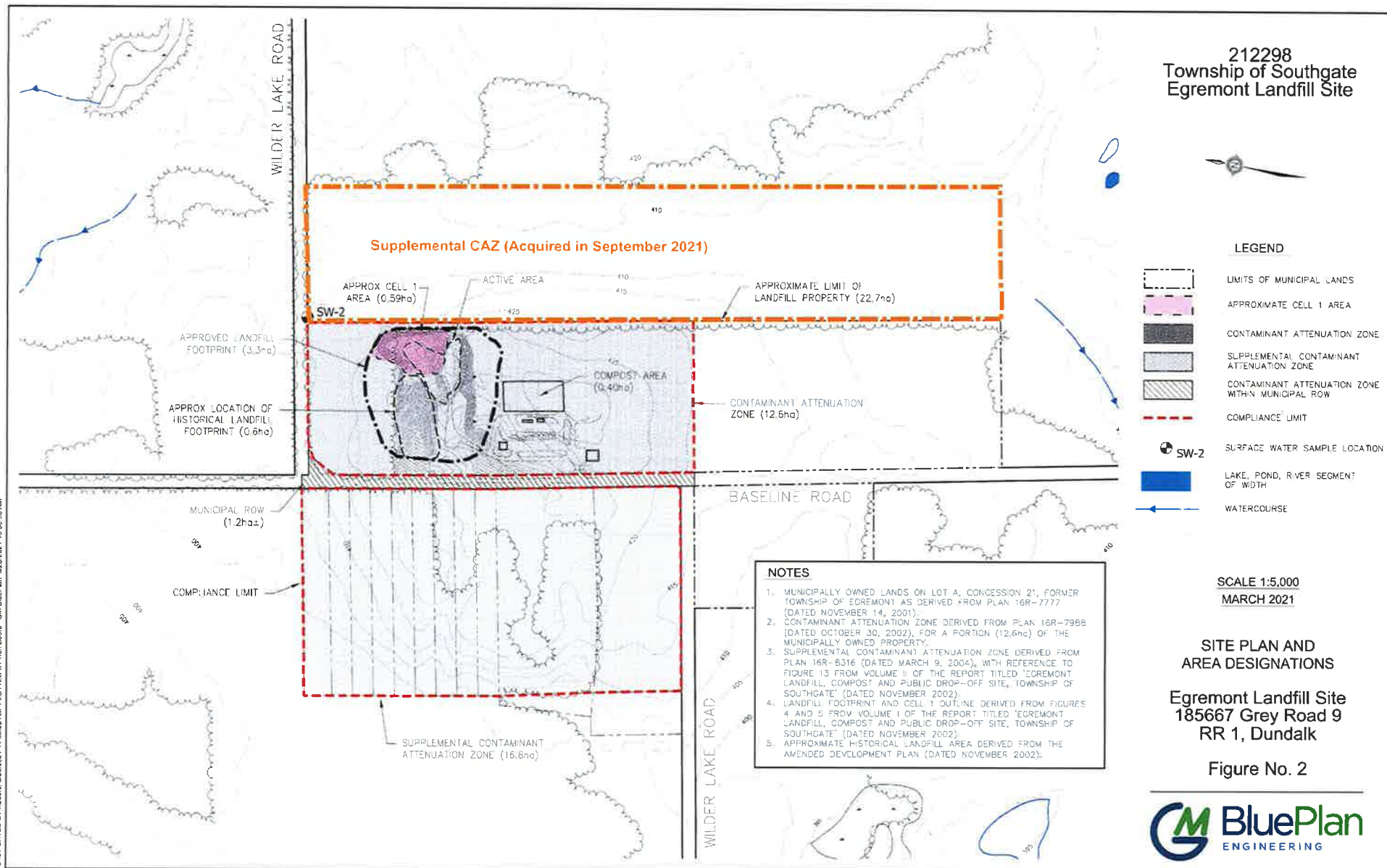


NOT TO SCALE
 MARCH 2021

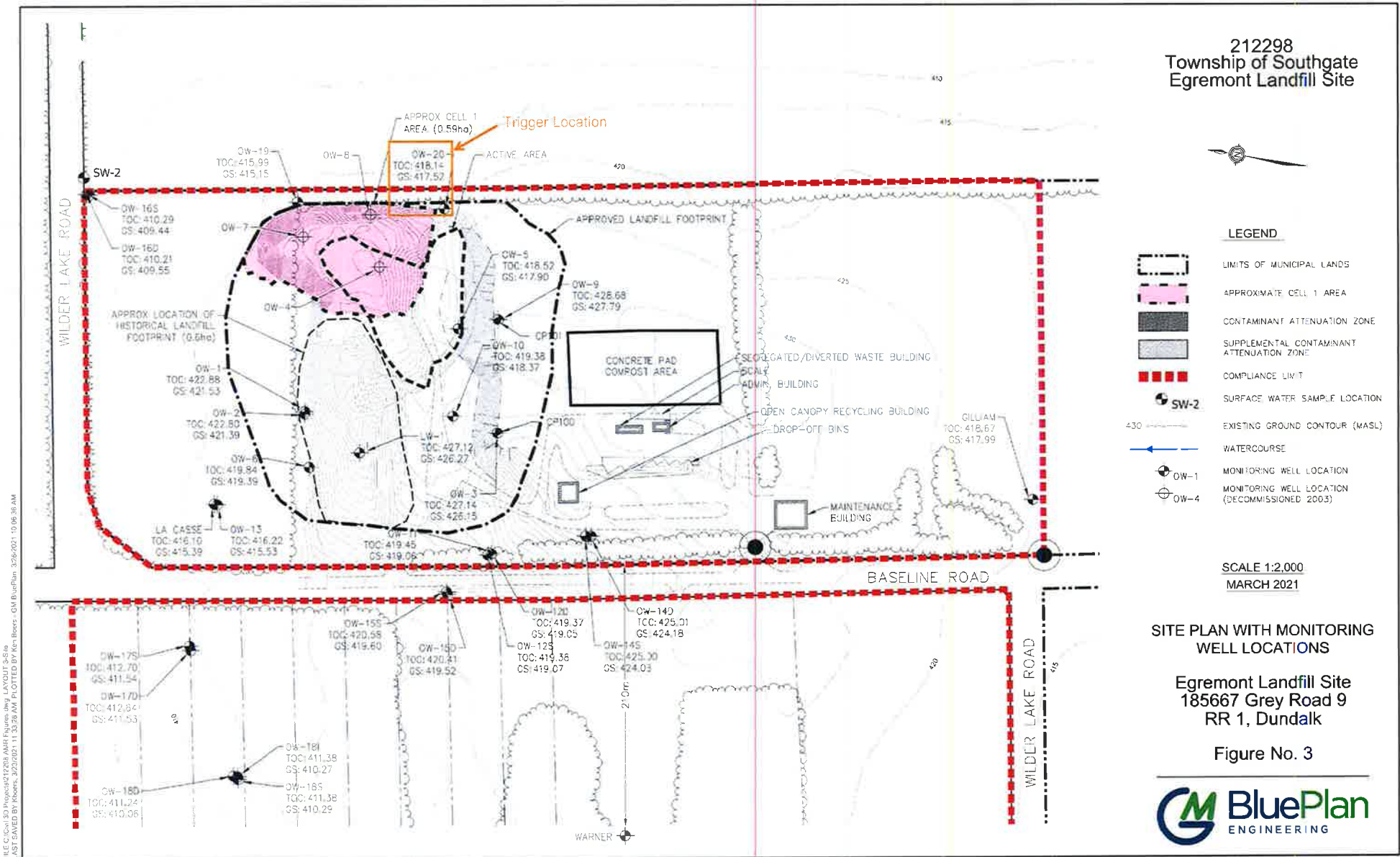
CAZ - CONTAMINANT ATTENUATION ZONE

SITE LOCATION PLAN





212298
Township of Southgate
Egremont Landfill Site



ATTACHMENT A

AMENDED ENVIRONMENTAL COMPLIANCE APPROVAL

NUMBER A261602

Issue Date: April 22, 2022

The Corporation of the Township of Southgate
185667 Grey County Road 9
Rural Route, No. 1
Dundalk, Ontario
N0C 1B0

Site Location: Southgate (Formerly Egremont) Landfill Site
413013 Southgate Sideroad 41, Township of Sougate, ON N0G 1R0
Lot A, Concession 21
Southgate Township, County of Grey

You have applied under section 20.2 of Part II.1 of the Environmental Protection Act, R.S.O. 1990, c. E. 19 (Environmental Protection Act) for approval of:

the use and operation of a 3.3 hectare landfiling site within a total site area 30.8 hectares for non-hazardous waste disposal, waste transfer depot, MHSW depot and organic waste composting facility.

For the purpose of this environmental compliance approval, the following definitions apply:

1. For the purposes of this *Approval*, unless the contrary intention appears, the following words and phrases shall have the following meaning:

"45-cubic metre MHSW storage container" means the specialized portable storage container that is referred to in the Design and Operations Report that is identified in Item 18 of Schedule "A";

"Approval" means this Environmental Compliance Approval A261602, and any Schedules to it, including the application and supporting documentation listed in Schedule "A".

"Adverse Effect" as defined in the EPA;

"Buffer" means the 27.3 hectare property areas labelled as "Approved CAZ" and "Proposed Supplemental CAZ" on Figure 13 from Volume II, Item 11 of Schedule "A", but excludes the landfill Footprint;

"Bulking" means the mixing of similar waste types into a single container in a secure and safe

manner;

"Competent Person" means a person or people who through their knowledge, training and experience is/are able to carry out any necessary duties in the following, through instruction and practice:

- i. relevant waste management legislation, regulations and guidelines;
- ii. major environmental concerns pertaining to the waste to be handled;
- iii. the environmental emergency plan required by Condition 65 of this Approval;
- iv. use and operation of any equipment to be used;
- v. operation and management of the Site, or area(s) within the Site, in accordance with the specific job requirements of each individual operator, and which may include procedures for receiving, screening and identifying, refusing, handling and temporarily storing wastes;
- vi. Owner specific written procedures for the control of conditions that may cause an adverse effect;
- vii. requirements of the Approval; and
- viii. record keeping procedures;

"CAZ" means Contaminant Attenuation Zone which is further described in Figure 13 from Volume II, Item 11 of Schedule "A";

"Compost Quality Standards" means the Ministry standards for compost as set out in the document "Ontario Compost Quality Standards" dated July 25, 2012, as amended;

"Director" means the one or more persons who from time to time are so designated for the purpose of Part V of the Environmental Protection Act, R.S.O. 1990, as amended from time to time;

"District Manager" means the District Manager of the District Office of the Ministry in which the Site is located;

"EPA" and "Act" means the Environmental Protection Act, R.S.O. 1990, as amended from time to time;

"excess soil" has the same meaning as in Ontario Regulation 406/19.

"Fire Code" means Regulation 213/07 of the Fire Protection and Prevention Act, 1997;

"Footprint" means the 3.3 hectare area located inside the landfill property boundary where waste may be disposed;

"Finished Compost" means waste types described in Condition 64 of this Approval that has been composted and fully cured and is considered ready for sampling and testing for compliance in accordance with Compost Quality Standards;

"Immature Compost" means waste types described in Condition 64 of this Approval which has been composted in the windrows and is considered an Immature Compost until it has been fully cured and is ready for compliance testing in accordance with Compost Quality Standards. Immature Compost is considered a waste;

"lab packed" means the waste management industry's recognized method of temporarily storing and transporting inventoried miscellaneous organic and inorganic wastes in a drum;

"Landfill" or "Site" means the 30.6 hectare property comprising the Footprint and the Buffer as shown on Figure 13 from Volume II, Item (11) of Schedule "A";

"Ministry" or "MECP" means the Ontario Ministry of the Environment, Conservation and Parks;

"MHSW Guidelines" refers to the Ministry publication entitled "Household Hazardous Waste Collection and Facility Guidelines", dated May 1993;

"Municipal Hazardous and Special Waste" and the acronym "MHSW" means hazardous waste or special waste that fall within waste classes 135, 145, 147, 148, 211, 212, 213, 221, 222, 231, 242, 251, 252, 253, 254, 261, 262, 263, 312 and 331 as defined in Regulation 347 and also includes waste anti-freeze, WEEE, waste wet cell batteries, waste dry cell batteries, waste lithium batteries from electronic devices, waste fluorescent tubes and waste energy efficient light bulbs and waste switches and thermostats that may contain mercury;

"Municipal Waste" has the same meaning as in Regulation 347;

"NMA" means Nutrient Management Act, 2002, S.O. 2002, c.4, as amended from time to time;

"Owner" or "Applicant" means any person that is responsible for the establishment or operation of the Site described in this Approval, and includes the Corporation of the Township of Southgate, its successors and assigns;

"OWRA" means the Ontario Water Resources Act, R.S.O. 1990, as amended from time to time;

"PA" means the Pesticides Act, R.S.O. 1990, c. P.11, as amend from time to time;

"PCB" and "PCBs" means any monochlorinated or polychlorinated biphenyl or any mixture of them or mixture that contains one or more of them;

"Provincial Officer" means any person designated in writing by the Minister as a provincial officer pursuant to Section 5 of the OWRA or Section 5 of the Act or Section 17 of PA or Section 4 of NMA or Section 8 of SDWA;

"PWQO" means the Provincial Water Quality Objectives included in the July 1994 MECP publication entitled Water Management Policies, Guidelines, Provincial Water Quality Objectives;

"Reasonable Use Guideline (RUG)" means Ministry Guideline B-7 entitled "Incorporation of the Reasonable Use Concept into MOEE Groundwater Management Activities", dated April 1994;

"Regulation 347" means R.R.O. 1990, Regulation 347, General – Waste Management, made under the EPA, as amended from time to time;

"SDWA" means Safe Drinking Water Act, 2002, S.O. 2002, c. 32, as amended from time to time;

"Service Area" means the area from which waste may be received, namely, the counties of Grey, Bruce, Huron, Wellington, Simcoe, Dufferin and Perth and the Region of Waterloo for compostable and MHSW materials and from the Township of Southgate for waste for landfilling or recycling;

"Storage Guidelines" means the Ministry document entitled "Guidelines for Environmental Protection Measures at Chemical and Waste Storage Facilities" dated May 2007;

"tire unit" is a standardized means of describing the total weight of all of the tires at the Site regardless of the individual weight of each of the tires. To report the number of tires in standardized tire units each tire weighing less than twelve kilograms is one tire unit and each tire weighing twelve kilograms or more is the number of tire units that results from dividing twelve into the number of kilograms that the tire weighs; and

"WEEE" means waste electrical and electronic equipment listed in Schedules 1 through 7 of Ontario Regulation 393/04 of the Waste Diversion Act.

You are hereby notified that this environmental compliance approval is issued to you subject to the terms and conditions outlined below:

TERMS AND CONDITIONS

General

2. Pursuant to Section 197 of the Environmental Protection Act, neither the Owner nor any person having an interest in the property comprising the Site shall deal with the Site in any way without first giving a copy of this Approval to each person acquiring an interest in the Site as a result of the dealing.

Change of Owner

3. The Owner shall notify the Director in writing, and forward a copy of the notification to the District Manager, within thirty (30) days of the occurrence of any changes to the:
 - (a) ownership of the Site;
 - (b) operator of the Site;
 - (c) address of the Owner;
 - (d) partners, where the Owner is or at any time becomes a partnership and a copy of the most recent declaration filed under the Business Names Act, R.S.O. 1990, c. B.17, as amended, shall be included in the notification;
 - (e) name of the corporation where the Owner is or at any time becomes a

- corporation, other than a municipal corporation, and a copy of the most current information filed under the Corporations Information Act, R.S.O. 1990, c. C.39, as amended, shall be included in the notification; and
- (f) directors or officers of the corporation where the Owner is or at any time becomes a corporation, and a copy of the most current "Initial Notice" or "Notice of Change" as referred to in 3(e).
4. No portion of this Site shall be transferred or encumbered prior to or after closing of the Site unless the Director is notified in advance and sufficient financial assurance is deposited with the Ministry to ensure that these conditions will be carried out. In the event of any change in ownership of the Site, other than change to a successor municipality, the Owner shall notify the successor of and provide the successor with a copy of this Approval, and the Owner shall provide a copy of the notification to the District Manager and the Director.

Revokes and Replaces and other issues

5. This Approval revokes and replaces the previously issued Approval No. A261602 and notices issued thereto.

Legal Rights and Responsibilities

6. Where there is a conflict between a provision of any document referred to in Schedule "A", and the conditions of this Approval, the conditions in this Approval shall take precedence. Where there is a conflict between the documents listed in Schedule "A", the document bearing the most recent date shall prevail.
7. The requirements specified in this Approval are the requirements under the EPA. The issuance of this Approval in no way abrogates the Applicant's legal obligations to take all reasonable steps to avoid violating other applicable provisions of this legislation and other legislation and regulations.
8. The requirements of this Approval are severable. If any requirement of this Approval, or the application of any requirement of this Approval to any circumstance, is held invalid, the application of such requirement to other circumstances and the remainder of this Approval shall not be affected in anyway.
9. The Applicant shall ensure compliance with all the terms and conditions of this Approval. Any non-compliance constitutes a violation of the EPA and is grounds for enforcement.
10. (a) The Applicant shall, forthwith upon request of the Director, District Manager, or Provincial Officer (as defined in the Act), furnish any information requested with respect to compliance with this Approval, including but not limited to, any records required to be kept under this Approval; and
- (b) In the event the Applicant provides the Ministry with information, records, documentation or notification in accordance with this Approval (for the

purposes of this condition referred to as "Information"),

- (i) the receipt of Information by the Ministry;
- (ii) the acceptance by the Ministry of the Information's completeness or accuracy; or
- (iii) the failure of the Ministry to prosecute the Applicant, or to require the Applicant to take any action, under this Approval or any statute or regulation in relation to the Information;

shall not be construed as an approval, excuse or justification by the Ministry of any act or omission of the Applicant relating to the Information, amounting to non-compliance with this Approval or any statute or regulation.

Inspections by the Ministry

11. No person shall hinder or obstruct a Provincial Officer from carrying out any and all inspections authorized by the OWRA, the Act, the PA, the SDWA or the NMA of any place to which this Approval relates, and without limiting the foregoing:
 - (a) to enter upon the premises where the approved processing is undertaken, or the location where the records required by the conditions of this Approval are kept;
 - (b) to have access to, inspect, and copy any records required to be kept by the conditions of this Approval;
 - (c) to inspect the Site, related equipment and appurtenances;
 - (d) to inspect the practices, procedures, or operations required by the conditions of this Approval; and
 - (e) to sample and monitor for the purposes of assessing compliance with the terms and conditions of this Approval or the Act, the OWRA, the PA, the SDWA or the NMA.

Correspondence

12. The Applicant shall ensure that all communications/correspondence made pursuant to this Approval includes reference to the Approval number A261602.

Freedom of Information

13. Any information relating to this Approval and contained in Ministry files may be made available to the public in accordance with the provisions of the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, C. F-31.

Keeping of Records

14. All records and monitoring data required by the conditions of this Approval must be kept on the Owner's premises for a minimum period of two (2) years from the date of their creation.

LANDFILL OPERATIONS

15. The landfill shall be developed, operated and maintained in accordance with the plans and specifications in the documents listed in Schedule "A", including the relocation of historical fill within the Footprint and the staged deposition of waste in the Footprint according to the Plan of Development & Operations Report Addendum No. 1 document noted in Item 22 in Schedule "A".
16.
 - (a) The theoretical maximum volumetric capacity for waste disposal at this Site is 350,000 cubic metres as per Item 8 of Schedule "A". This theoretical capacity includes waste, daily, and intermediate cover, but excludes final cover.
 - (b) Maximum daily quantity of waste being received at the Site for final disposal in the landfilling area shall not exceed 28.5 tonnes per day.
17.
 - (a) The lands comprising the Site total 34.0 hectares in area (Footprint plus Buffer) and is shown on Drawing No. 13 contained in Volume 2 of item 11, Schedule "A"; and
 - (b) Wastes may only be disposed of within the 3.3 hectare Footprint as described in the Plan of Development & Operations Report Addendum No. 1 document noted in Item 22 in Schedule "A".
18. Only Municipal Wastes may be received for landfilling at the Site.
19. For all appliances or equipment which contain, or may contain refrigerants, including but not restricted to refrigerators, freezers, dehumidifiers and air-conditioning systems, the Owner shall:
 - (a) If the appliance or equipment is not tagged in accordance with Ontario Regulation (O.Reg.) 463/10 under the EPA, then it must be stored in an upright position and in such a manner to allow for the safe handling and removal of refrigerants;
 - (b) Ensure refrigerant removal is completed by a licensed technician as required by O.Reg. 463/10 prior to removal from the Site; and
 - (c) Maintain a detailed log, which shall include as a minimum the following information:
 - (i) Upon receipt, record the date, type of appliance or equipment, quantities received, source and refrigerant removal tag details;
 - (ii) If the appliance or equipment is not tagged, this information shall be noted in the log;
 - (iii) If refrigerant removal is required, note the date of refrigerant removal and name and license number of the technician; and
 - (iv) Upon removal from the Site, note the date, quantities of each appliance

or equipment types, hauler name and, if applicable, the hauler's Approval number, the destination name and, if applicable, the Approval number of destination.

20. No liquid industrial waste or hazardous wastes as defined under Regulation 347 shall be received for landfilling at the Site.
21. The geographical area from which waste may be received shall be limited to the Service Area.

Signs

22. The Owner shall place a sign at the main entrance to the Site on which is displayed in prominent letters the following information:
 - (a) the name of the Site and Approval Number;
 - (b) the Owner's Name;
 - (c) the approved hours of operation;
 - (d) the hours the Site is open to accept waste from the public;
 - (e) the telephone number for reporting emergency situations occurring at the Site during non-operating hours;
 - (f) the telephone number for reporting of complaints;
 - (g) the Approval number for the Site; and
 - (h) the waste types acceptable for landfilling.

Operations

23. Waste shall be deposited in a manner that minimizes the exposure area at the landfill working face and shall be compacted before cover material is applied.
24. No waste shall be received at the Site except during operating hours and while under the supervision of a Competent Person.
25. The normal operating hours of the Site, shall not exceed 9:00 a.m. to 5:00 p.m., Monday to Saturday. The Site shall be closed on Sundays and Statutory Holidays. The Site may open two hours earlier and two hours later than the waste disposal operating hours for maintenance and placement of cover. These hours of operation may be temporarily adjusted in writing by the District Manager.
26. During non-operating hours, the Site entrance gate shall be locked to secure against access by unauthorized persons.

Operational Cover

27. Wastes shall be compacted and then covered with a minimum of 15 centimetres of operational cover at the end of each operating day.

Cover Materials Allowed for Daily and Intermediate Cover

28. (a) The following materials may be used as operational cover:
- (i) soils and granular soils;
 - (ii) subject to Conditions 29.1, 29.2, 29.3, and 29.4, of this Approval, non-hazardous excess soil;
 - (iii) wood chips;
 - (iv) non-hazardous foundry sand;
 - (v) compost imported to the Site; and
 - (vi) processed material described in Condition 64 below.
- (b) All of the materials listed in Condition 28 (a) of this Approval shall all be non-hazardous and shall meet the Land Disposal Requirements of Regulation 347;
- (c) The use of any other alternative materials as operational cover material is subject to approval by the Director; and
- (d) Use of specific cover materials shall be discontinued within two (2) operating days of receipt of written notification, stating the reason(s) why use of the cover materials has proven to be environmentally unsuitable, from the District Manager.

Use of Excess Soil as Cover

- 29.1 Solid non-hazardous excess soil may be used for daily/intermediate cover but only on slopes where surface water drainage is into the waste fill and isolated from any storm water collection system.
- 29.2 The Owner shall keep a record of the delivery of all excess soil to the Site. The record shall include the following information as a minimum:
- (i) The name and Approval number of the hauler;
 - (ii) The name and address of the generator of the excess soil and the source of the excess soil delivered;
 - (iii) The date and time of delivery;
 - (iv) Analytical test results of the excess soil, conducted prior to delivery to the Site by a professional engineer, geoscientist or other qualified person, that is independent of the generator and the hauler; and
 - (v) If the excess soil was a characteristic waste but had been properly treated to remove the characteristic waste designation prior to receipt at the Site, a copy of the Land Disposal Restrictions notification form required by Regulation 347 along with a statement that such excess soil was not "leachate toxic waste" as defined in Regulation 347.
- 29.3 The volume of excess soils stored at the Site shall not exceed the quantity required

for three months use.

29.4 Excess soil for use as cover shall be stockpiled within the 3.3 hectare Footprint.

Landfill Gases - Combustible Gas Detectors for On-Site Buildings

30. (a) The Owner shall ensure that methane combustible gas detectors (alarms) shall be installed in all enclosed on-Site buildings;
- (b) All alarms shall be clearly audible and visible from outside the buildings;
- (c) The alarms shall be maintained in a fully-operable condition at all times;
- (d) The alarms shall provide a warning upon exceeding 10 percent of the lower explosion level;
- (e) The alarms shall be calibrated at least once every two (2) years or as required by the alarm manufacturer. Calibration shall be completed in accordance with the manufacturer's instructions; and
- (f) A record of where the alarms are located and a record of their calibration shall be kept on Site.

Water Supply

31. No water obtained from surface water or from a well constructed on the Site shall be used for drinking purposes. Any water supply system that obtains water from a well or surface water source on the Site shall be clearly marked to indicate that the water is not potable.

Vermin & Vector

32. The Owner shall:
- (a) implement necessary housekeeping procedures to eliminate sources of attraction for vermin and vectors; and
- (b) if necessary, hire a qualified, licensed pest control professional to design and implement a pest control plan for the Site. The pest control plan shall remain in place, and be updated from time to time as necessary, until the Site has been closed and this Approval has been revoked.

Litter

33. Litter shall be controlled at the Site through use of litter control fencing. Litter shall be picked up as needed. At a minimum, the Site attendant shall undertake a weekly inspection for litter.

Burning

34. Burning of waste at the Site is restricted as follows:

- (a) only brush and clean wood may be burned;
- (b) clean wood does not include painted, laminated (including but not limited to chip board and plywood), or treated woods;
- (c) burning shall be restricted to the designated burn area;
- (d) burning shall be undertaken only during daylight hours when wind speed are under 10 kilometres per hour and when there is an attendant on-Site; and
- (e) burning shall be discontinued upon the written direction of the District Manager.

Contaminant Attenuation Zone

35. The Buffer shall be maintained for the Site comprised of the lands shown as "Approved CAZ" and Proposed Supplemental CAZ" on Figure 13 from Volume II, Item 11 of Schedule "A".

Monitoring

36. (1) The Owner shall monitor groundwater, surface water and landfill gas at the Site according to Schedule "B".
- (2) Changes to the monitoring plans for the Site shall be submitted to the District Manager for review by regional technical support staff prior to submission to the Director for approval.
- (3) Changes to the monitoring plans for which the Owner has received written concurrence from the District Manager shall be submitted to the Director for approval prior to implementation.
37. All monitoring wells shall be properly capped, locked, and protected from damage. Any monitoring wells that are damaged shall be repaired or replaced forthwith in a manner that ensures that no more than one regular sampling event is missed.
38. All monitoring wells which are no longer required as part of the monitoring program, and which have been approved in writing by the District Manager for abandonment, shall be decommissioned in accordance with Ontario Regulation 903, R.R.O. 1990, made under the OWRA, in a manner which will prevent contamination through the abandoned monitoring well. A report on the abandonment of the monitor shall be included in the next report required by Condition 58 of this Approval.

Trigger Mechanisms and Contingency Plans

39. The Owner shall ensure that the reasonable use criteria outlined in the Reasonable Use Guideline are met at the Site property line.

40. The Owner shall abide by the following trigger mechanisms for groundwater in accordance with the document entitled Trigger Mechanism & Contingency Plan (Revised) dated April 2018 noted in Item 22 in Schedule "A" and the correspondence described in Item 23 in Schedule "A":

Compare Site boundary downstream groundwater quality to the reasonable use criteria (RUC) using the method specified in Reasonable Use Guideline B-7. The background value used in the RUC calculation for each trigger parameter shall be the 95th percentile background concentration from historic sampling events. Trigger parameters are to include chloride, sodium, iron, alkalinity, DOC, barium and boron. The trigger level for each parameter shall be 80% of the RUC, or where the indicator parameter is naturally elevated (i.e. RUC is less than background) the trigger level for that parameter shall be the 95th percentile background concentration, for monitoring locations that are less than 50 metres from the property boundary.

If two or more parameters exceed the trigger levels for those trigger parameters at the same location (wells(s) down gradient of the Site) for two consecutive events, take the following action:

- (i) notify the District Manager immediately of the result;
 - (ii) conduct resampling within thirty (30) days of receipt of the result;
 - (iii) conduct an investigation into the cause of the adverse result and submit a report within 120 days of the resampling date to the District Manager that includes an assessment of whether contingency measures need to be carried out;
 - (iv) if contingency measures are needed, submit detailed plans, specifications and descriptions for the design, operation and maintenance of the contingency measures, and a schedule as to when these measures will be implemented, to the Director and notify the District Manager at the same time as the report is submitted to the Director; and
 - (v) implement the required contingency measures upon approval by the Director.
41. (a) The Owner shall carry out the monitoring program to determine compliance with the trigger mechanism for surface water at downstream surface water sampling locations. The Owner shall abide by the following trigger mechanisms for surface water, in accordance with the document entitled Trigger Mechanism & Contingency Plan (Revised) dated April 2018 noted in Item 22 in Schedule "A" and the correspondence described in Item 23 in Schedule "A":
- (i) Trigger Monitoring Locations – Trigger and compliance monitoring locations shall be at the downstream sampling station identified as SW1, as listed in Table B-1 of Schedule "B" in this Approval.

(ii) Trigger Parameters and Level/Criteria – The trigger parameters for surface water shall include alkalinity, chloride, sodium, barium, boron and iron. The trigger level for downstream surface water quality shall:

- Be equivalent to surrogate values previously established for the Site;
- Where a PWQO exists, be the higher of 75% the PWQO or the background surface water quality; or
- For parameters in which a PWQO value does not exist and a surrogate value has not been previously established, be based on the groundwater trigger level or the background concentration in groundwater.

Using this approach, the trigger levels for surface water are as follows:

Alkalinity = 301 mg/L;

Barium = 0.22 mg/L;

Boron = 1.0 mg/L;

Chloride = 26 mg/L;

Iron = 0.23 mg/L;

Sodium = 20.4 mg/L.

- (b) The results of this monitoring shall be assessed promptly when received, and if a result exceeds the trigger level specified above, the Owner shall re-sample within thirty (30) days of receiving the result. A confirmed trigger level shall be considered to be reached when two (2) consecutive sets of events exceed the specific trigger criteria for two (2) or more parameters at the same location(s).
- (c) In the event of a confirmed exceedance of any site-specific trigger level, measured at the trigger locations, as identified in Condition 41 above, the District Manager shall be notified immediately, and an investigation into the cause and the need for implementation of remedial/contingency action, shall be conducted and a report submitted to the District Manager within 120 days following the confirmed exceedance,
- (d) If contingency measures are required, the Owner shall submit detailed plans, specifications and descriptions for the design, operation and maintenance of the contingency measures, and a schedule of implementation, to the District Manager for review by regional technical support staff prior to submission to the Director for approval, and shall initiate/implement the contingency measures within a reasonable time following approval by the Director. A summary of the results of this monitoring and any trigger/contingency action taken, shall be reported in the subsequent Annual Monitoring Report.

Certificate of Requirement

42. If not already complied with, no operation shall be carried out at the Site after sixty days from the date of this Approval unless this Approval has been registered by the Owner in the appropriate Land Registry Office against title to each of the property parcels that make up the Site, and a duplicate registered copy thereof has been returned to the Director.

Public Liaison Committee (PLC)

43. The Owner shall make every attempt to establish and maintain a Public Liaison Committee (PLC) to review and provide recommendations on annual operational and monitoring reports, Site protocols, and any other information which is pertinent to operations at the Site and to the handling of waste that the Site may receive and manage. These recommendations, along with any minority positions, shall be forwarded to the Owner for consideration. The PLC shall not exercise any supervisory, regulatory or approval roles with respect to the Site. The Owner shall maintain a list of current documents which govern the operation of the Site. The PLC shall be entitled upon request to copies of records and documents in the Owner's possession relevant to the Site, except for such information as the Owner is entitled to withhold from the public at law.

WASTE TRANSFER DEPOT and MHSW DEPOT

44. (a) Waste at the Public Drop-Off Area shall be stored on-Site in accordance with Item 18 of Schedule "A"; and
- (b) The maximum quantity of waste stored on-Site at the Public Drop-Off Area shall be in accordance with Schedule "D".
45. A fire extinguisher of appropriate size and type shall be available to the Site attendant. It shall be maintained in operable condition at all times.

Site Operations - MHSW depot

46. The Municipal Hazardous and Special Waste (MHSW) depot for the Site shall be developed, operated and maintained in accordance with the Conditions of this Approval and the plans and specifications in Schedule "A" of this Approval.
47. The following Conditions apply to the MHSW depot:
- (a) The MHSW Depot may accept only MHSW;
- (b) The operation of the MHSW depot is limited to the Bulking of waste oil, waste anti-freeze, the collection of waste paint for Bulking or offer for re-use to the public and the collection and transfer of MHSW and associated MHSW solids and sludges;
- (c) The Owner shall have absolute discretion in the refusal of any waste;
- (d) MHSW shall be only accepted at the MHSW depot:
- (i) from the Service Area defined for MHSW;
- (ii) from householders responsible for those wastes;
- (iii) from industrial, commercial and institutional (IC&I) businesses and farm operations where such wastes are considered unrelated to the

- operation of the business;
 - (iv) for any MHSW coming to the Site from industrial, commercial and institutional (IC&I) businesses and farm operations, the Owner shall fill out a form that identifies the name of the business or operation, the Vehicle Licence Plate number, the name of the person dropping off the waste, and shall have that person sign the form indicating that the business or operation is currently exempt from generator registration requirement for hazardous waste and/or waste oil and/or anti-freeze because they generate less than 5 kg per month of hazardous waste and/or less than 25 litres of waste oil and/or less than 25 litres of waste anti-freeze per month; and
 - (v) the maximum amount of MHSW that may be accepted at the Site from industrial, commercial and institutional (IC&I) businesses and farm operations in one day is 5 oil filters, 25-litres of waste oil, 25-litres of waste anti-freeze and 25-kilograms of hazardous waste;
- (e) The maximum amounts of MHSW that are allowed to be received per day, stored on Site and the maximum allowed time of storage on Site are outlined in Schedule "D" of this Approval;
- (f) MHSW storage shall be restricted to three areas of the Site as follows:
- (i) An outdoor caged area of maximum size of 9 square metres, for the storage of waste cylinders such as propane containers;
 - (ii) A Special Waste Building for storage of oil and antifreeze, WEEE and wet cell batteries;
 - (iii) a 45-cubic metre MHSW storage container for the storage of the remainder of the MHSW that is allowed to be stored on Site;
- (g) Storage of MHSW in the 45-cubic metre MHSW storage container shall be in 205-litre drums that are either lab packed or contain non fragile solids or a homogeneous liquid;
- (h) A maximum of 100 of the 205-litre drums containing MHSW may be stored in the 45-cubic metre MHSW storage container;
- (i) The holding tanks for waste oil or anti-freeze shall never exceed 90% of their capacities;
- (j) In regards to the haulage of the 45-cubic metre MHSW storage container from the Site the following applies:

Before the 45-cubic metre MHSW storage container is allowed to be loaded onto a roll-off container truck, a competent person shall inspect the waste that is stored in the container and assess whether the storage is sufficiently safe and secure to allow it to be loaded onto a roll-off container truck. Once the competent person is satisfied that the waste is properly secured in the container, they shall provide written permission for the container to be loaded. A copy of the written permission shall be kept as part of the daily records that are required by Condition 57 of this Approval; and

- (k) The receipt of waste class 312, is restricted to Sharps and Syringes that are received in biohazardous containers.

48. Management and Storage of MHSW shall be in accordance with the Storage Guidelines and the MHSW Guidelines, including but not limited to the following aspects:

- (a) storage areas and containers containing flammable and/or ignitable materials shall be stored and managed in accordance with the Fire Code and shall be adequately grounded;
- (b) waste motor oil may be bulked in a double-walled above ground waste oil storage tank that has a maximum capacity of 2200 litres. In addition, a maximum of 300 litres of oil may be stored in the 45-cubic metre MHSW storage container;
- (c) waste anti-freeze may be bulked in a storage tank maximum capacity of 1,300 litres that is provided with secondary containment of minimum capacity of 1430 litres. In addition, a maximum of 700 litres of waste anti-freeze may be stored in the 45-cubic metre MHSW storage container;
- (d) the waste oil and waste anti-freeze tanks shall be clearly labelled indicating their contents;
- (e) with respect to the storage of waste wet cell batteries the following applies:
 - (i) they may only be stored in neatly arranged non conducting wood or fibreglass trays for secondary containment;
 - (ii) they shall be placed on a skid of approximate size 1.1 metres square;
 - (iii) if they are not cracked, they may be stacked to a maximum of 4 high on a skid if the batteries are suitable for stacking;
 - (iv) if safe to do so, a maximum of 2 skids of wet cell batteries may be stacked on one another;
 - (v) batteries on skids shall be banded or shrink wrapped on the pallets before shipping; and
 - (vi) cracked or leaking batteries shall not be stacked and shall be handled with best management practices;
- (f) waste propane cylinders and other waste cylinders may be stored only outside in a secure segregated area in a manner which prevents cylinders from being knocked over or cylinder valves from breaking;
- (g) incompatible types of waste shall be segregated from one another during storage;
- (h) waste received in fragile containers shall be lab packed if safe to do so;
- (i) with respect to waste pharmaceuticals the following applies:
 - (i) they may only be contained in a locked container to prevent unauthorized access or

- removal; and
- (ii) when they are ready for transport, pharmaceuticals may be lab packed;
- (j) the Owner shall have sufficient drums and lab-pack containers available on the premises for the storage of the waste collected;
- (k) paint may either be bulked in to 205-litre drums or offered to the public for re-use;
- (l) with the exception of cylinders such as used propane tanks, all MHSW shall be stored indoors;
- (m) storage containers shall be clearly labelled indicating the type and nature of the MHSW stored;
- (n) the indoor storage area shall be equipped with spill clean-up material;
- (o) the indoor storage areas for MHSW shall be equipped with a means of ventilation;
- (p) mercury containing devices such as switches, thermostats and thermometers shall be packed in suitable specialized containers or drums with packaging to prevent breakage;
- (q) fluorescent bulbs and tubes shall be stored in suitable specialized containers or in drums with packaging to prevent breakage;
- (r) sharps and syringes shall be placed in a sealed container that is labelled biohazardous and lab packed into a 205-litre storage drum or other suitable container;
- (s) dry cell batteries shall be stored separately in pails by type (i.e. lithium batteries stored separately from nickel-cadmium batteries etc.) and in manner which prevents spontaneous ignition of stored batteries; and
- (t) the electric terminals of lithium batteries shall be taped with electrical insulating tape to prevent shorting of the electric terminals.

49. With respect waste oil, paint or ballasts that may contain PCBs the following apply:

- (a) For unidentified oils and/or oils which are suspected of containing PCBs, they shall not be mixed (bulked), with other oils prior to testing. Oils which are lab packed are not considered to be mixed under this Approval;
- (b) oil based paint which has been manufactured prior to 1972 shall be assumed to contain PCBs unless tested and found to contain less than 50 parts per million of PCBs;
- (c) Waste light ballasts shall be checked by a competent person to see if they may contain PCBs. If they are found to likely contain PCBs, they shall be treated as PCB waste and shall be lab packed in a 205-Litre drum that is labelled "Ballasts that may contain PCBs"; and

- (d) Light ballasts that are suspected of containing PCBs and waste oil, and paint which have been found to contain PCBs at or above 50 parts per million shall be reported forthwith to the District Manager and shall be managed in accordance with Ontario Regulation 362, made under the EPA and stored or removed from the Site to an approved PCB storage site, in accordance with written instructions from the District Manager.

50. The Owner may only offer waste paint for reuse provided that the following conditions are met:

- (a) the container is labelled as to its contents;
- (b) the container is undamaged such that the material may be transported without risk of leaks or spills;
- (c) all transactions are recorded by invoice; and
- (d) information on the type and volume of waste paint returned to the public through the MHSW depot shall be recorded in the records that are required by Condition 57 of this Approval.

COMPOSTING

51. Compostable waste received at the Site shall not exceed 20 tonnes per day.

Organic Waste Composting - Waste Type

52. (1) The Organic Waste Compost Pad is approved to receive Organic Waste of the following types including clean woodchips and bulking agents as necessary:
- (a) Food: All food including meat, bones, peels, cores, tea bags, coffee filters and grinds and eggshells;
 - (b) Household Organics: Paper plates and cups, paper bags, pet fur, pet feces, dryer lint, dust bunnies, human hair, shredded paper, tissues, paper towels, wooden toothpicks/popsicle sticks and egg cartons; and
 - (c) Yard Waste: grass clippings, weeds, leaves, brush, small branches and tree limbs having a diameter not greater than 2.5 centimeters (1-inch) and less than 0.5 meters (20 inches) in length, hedge trimmings and all woody plants including vines, rose bushes and the like that can fit in the compost cart with the lid closed.
- (2) The Organic Waste Compost Pad is approved for the following waste management activities:
- (a) the receipt and windrow composting of organic waste; and
 - (b) ancillary activities to meet market specifications such as blending of Finished Compost with wood chips and/or soil.

Adverse Effects

53. Windrow composting, curing and storage on the Organic Waste Compost Pad shall be operated and maintained such that their operation does not create an Adverse Effect as defined in the Act.
54. If in the opinion of the District Manager:
- (a) the duration of organic waste storage from Condition 53 results in Adverse Effect and odour complaint(s), the Owner, in consultation with the District Manager shall undertake appropriate steps, including reducing organic waste storage duration, so that Adverse Effect are eliminated;
 - (b) if the odours causing Adverse Effect originating from the Site are not eliminated in accordance with Condition 54(a) above, the Owner shall discontinue operating the Organic Waste Compost Pad until additional, appropriate construction/installation of contingency measures are completed satisfactorily to the District Manager and the odour is eliminated.
55. In the event that odours from the Site consistently re-occur, and cause an Adverse Effect outside the boundary of the Site, the Owner shall acquire the services of a qualified consultant to undertake an odour management study.

Organic Waste Handling and Rejected Waste

56. All organic waste arriving at the Site shall be inspected by a Competent Personnel, prior to its acceptance at the Site, to ensure that the waste meets the requirements of this Approval.
57. Residual waste arising out of the processing of the organic waste that can be accepted in the landfilling area of the Site shall be immediately transferred to the active face of the landfill.
58. (a) If the rejected waste is a waste acceptable to be landfilled at the Site, the rejected waste shall be immediately disposed of at the active face of the Site;
- (b) If the rejected waste is a non-hazardous waste but cannot be landfilled at the Site, it shall be removed off-site within forty eight (48) hours from its receipt and disposed of at a waste disposal site approved by the Ministry to accept such waste.

Stormwater and Leachate Management at the Organic Waste Compost Pad

59. The Organic Waste Compost Pad shall be graded and/or constructed and maintained in good order such that surface water run-off is diverted away from compost piles and raw material storage areas and such that the Organic Waste Compost Pad remains free of any accumulation of water from rain and snow.

60. The Owner shall notify the local fire department of the Organic Waste composting operations at the Site, including the storage of clean woodchips,
61. The Owner shall have in place a contingency plan which shall include, but not be limited to:
 - (a) procedures to follow in the event of equipment failures, power outages, inclement weather; and
 - (b) procedures to follow for other events which may cause an operational upset.

Employee Training

62. The Owner shall ensure that Site personnel are trained, and receive annual refresher training, on the operation and management of the Organic Waste Compost Pad, in accordance with the specific job requirements of each individual, including but not limited to:
 - (a) proper receiving and recording procedures (including recording procedures of wastes which are refused at the Site);
 - (b) proper storage, handling and sorting procedures;
 - (c) operation of equipment and procedures to be followed in the event of a process upset or an emergency situation,
 - (d) recording procedures;
 - (e) inspection procedures and preventative maintenance program;
 - (f) nuisance impact control procedures;
 - (g) procedures for recording and responding to public complaints;
 - (h) any environmental concerns pertaining to the wastes accepted at the Site; and
 - (i) occupational health and safety concerns pertaining to the wastes received;

Compost Curing Operations and Quality Standards

63. The Owner shall ensure that composting and curing are conducted subject to the following conditions:
 - (a) Organic Waste accepted for organic waste composting shall be limited to composting feed stock specified in Condition 52(1) including clean wood chips. All organic waste received shall not exceed the maximum concentrations for metals in accordance with Table 3.1 of Compost Quality Standards for intended end use category of organic compost (AA, A or B);
 - (b) all activities associated with the organic waste composting operation shall take place on the Organic Waste Compost Pad;
 - (c) Organic Waste shall be incorporated into windrows within twenty four (24) hours of receipt;
 - (d) Finished Compost may be stored for a maximum of eighteen (18) months after the curing phase is complete;
 - (e) windrows shall be arranged in a manner which allows equipment access for efficient turning of windrows and to allow access for emergency vehicles;
 - (f) windrows shall be constructed at bulk densities and heights which promote aerobic conditions;

- (g) all Organic Waste being composted shall be held at a temperature of at least 55 °C for a minimum of fifteen (15) cumulative days to ensure proper bacteria growth and pathogen inactivation. During this period, the temperature of the Organic Waste being composted shall be monitored and recorded on each day that the Organic Waste composting facility is in operation **OR** a temperature monitor that demonstrates that the windrow did not drop below 55 degrees Celsius may be used. During the high temperature period, the windrows shall be turned at least five times;
 - (h) during the remainder of the Organic Waste composting process, the temperature shall be monitored and recorded on a weekly basis at a minimum; and
 - (i) Organic Waste compost shall be cured for a minimum of six (6) months; **OR** the Organic Waste compost has been cured for a minimum of 21 days from the day the last portion of material went into the batch, and the respiration rate is less than, or equal to, 400 milligrams of oxygen per kilogram of volatile solids (on a dry weight basis) per hour or less than or equal to, 4 milligrams of carbon in the form of carbon dioxide per gram of organic matter (on a dry weight basis) per day.
64. (a) The Owner shall ensure that all incoming Organic Waste received does not exceed the maximum concentrations for metals as set out in Table 3.2 of the Compost Quality Standards, for the intended end use category of compost.
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- (b) Prior to being transferred from the Site for its intended end use, the Owner shall:
 - (i) conduct quality control testing of the Finished Compost in accordance with the requirements set out in the Compost Quality Standards;
 - (ii) ensure that all production records demonstrate compliance with the temperature and residency time requirements for pathogen inactivation set out in the Compost Quality Standards.
 - (c) All sampling and testing required in this Approval for the purpose of verifying compliance shall be undertaken in compliance with the Compost Quality Standards.
 - (d) Finished Compost which does not exceed the maximum concentrations for metals as set out in Column 2 of Table 3.1 of the Compost Quality Standards and which complies with the foreign matter quality requirements, the maturity criteria, the pathogen reduction requirements and the pasteurization temperature and residency time requirements set out in the Compost Quality Standards may be transferred from the Site:
 - (i) for unrestricted use as Category AA Compost;
 - (ii) for use as a non-agricultural source material in accordance with the NMA; or
 - (iii) for use as alternative daily, interim or final landfill cover.

- (e) Finished Compost which does not exceed the maximum concentrations for metals as set out in Column 3 of Table 3.1 of the Compost Quality Standards and which complies with the foreign matter quality requirements, the maturity criteria, the pathogen reduction requirements and the pasteurization temperature and residency time requirements set out in the Compost Quality Standards may be transferred from the Site:
 - (i) for unrestricted use as Category A Compost, provided that the labelling requirements as specified in the Compost Quality Standards are met;
 - (ii) for use as a non-agricultural source material in accordance with the NMA; or
 - (iii) for use as alternative daily, interim or final landfill cover.
- (f) Finished Compost which does not exceed the maximum concentrations for metals as set out in Column 4 of Table 3.1 of the Compost Quality Standards and which complies with the foreign matter quality requirements, the maturity criteria, the pathogen reduction requirements and the pasteurization temperature and residency time requirements set out in the Compost Quality Standards may be transferred from the Site:
 - (i) for use as a non-agricultural source material in accordance with the NMA; or
 - (ii) for use at a waste disposal facility approved to receive this type of waste.
- (g) Finished Compost which does not exceed the maximum concentrations for metals as set out in Table 3.1 of the Compost Quality Standards and which complies with the foreign matter quality requirements, the pathogen reduction requirements and the pasteurization temperature and residency time requirements but not with the maturity requirements set out in the Compost Quality Standards is considered to be an Immature Compost and a waste and shall:
 - (i) be re-tested and/or shall continue to undergo curing at the Site;
 - (ii) be disposed of as waste at a waste disposal site approved by the Ministry, or its equivalent if in jurisdictions outside of Ontario, to accept such waste.
- (h) Finished Compost which does not exceed the maximum concentrations for metals as set out in Table 3.1 of the Compost Quality Standards and which complies with the foreign matter quality requirements, the maturity requirements but not with the pathogen reduction requirements and the pasteurization temperature and residency time requirements set out in the Compost Quality Standards is considered to be a waste and shall:
 - (i) be returned to the Composting process for pasteurization as set out in this Approval;
 - (ii) be disposed of as waste at a waste disposal site approved by the Ministry, or its equivalent if in jurisdictions outside of Ontario, to accept such waste.

- (i) If Finished Compost exceeds the maximum concentrations for metals in Compost for its intended end use, as set out in Table 3.1 of the Compost Quality Standards, but meets the maximum concentrations for metals in the incoming organic waste referred to as feedstock in Table 3.2 of the Compost Quality Standards, it may be returned to the composting process as waste for re-processing and handled in accordance with the applicable end use requirements.

Environmental Emergency Plan

65. (1) The Owner shall maintain an Environmental Emergency Plan (E2 Plan) at the Site. The E2 Plan shall include, but is not limited to:
- (a) the preparation for, the prevention of, the response to and the recovery from an environmental emergency;
 - (b) a list of emergency response equipment and spill clean up materials, including names and telephone numbers of waste management companies available for emergency response; and
 - (c) a notification protocol with names and telephone numbers of persons to be contacted, including Owner's personnel, the Ministry's Spills Action Centre and District Office, the local Municipality and Fire Department.
- (2) The Owner shall annually review and update as needed the Environmental Emergency Plan (E2 Plan). An updated copy of the E2 Plan shall be kept in a central location available to the operating personnel and for inspection by the Ministry. A copy of the E2 Plan shall be submitted within 30-days of an update to:
- (a) the District Manager; and
 - (b) the local Fire Department.
- (3) The Owner shall ensure that:
- (a) the equipment and materials outlined in the Environmental Emergency Plan are in a good state of repair, fully operational and immediately available; and
 - (b) all operating personnel are fully trained in the Environmental Emergency response equipment and materials use and in the procedures to be employed in the event of an emergency.

Inspections

66. On each operating day, a visual inspection by a competent person shall be conducted of the following areas of the Site:
- (a) loading/unloading area(s);
 - (b) processing area(s);
 - (c) active face of the landfill area;
 - (d) storage area(s); and

- (e) perimeter security fence or barriers to ensure that:
 - (i) the Site is secure;
 - (ii) there are no off-Site impacts such as vermin, vectors, odour, dust or litter resulting from the operation of the Site;
 - (iii) that the operations of the Site are not causing any adverse effects on the environment; and
 - (iv) the Site is being operated in compliance with the Approval.

67. The Owner shall have a Competent Person:

- (a) on a regular basis, inspect all containment systems for cracks and spalling;
and
- (b) on an annual basis, examine or test the oil storage tank and antifreeze storage tank to ensure there are no leaks.

68. (a) The Owner shall ensure that, on each operating day, a visual inspection of the following areas of the Organic Waste Compost Pad and other areas of the Site is conducted by a Competent Person ensure security and cleanliness:

- (i) receiving areas;
- (ii) processing areas;
- (iii) storage areas; and
- (iv) security fence and entrance/exit gates.

- (b) Any deficiencies that might negatively impact the environment detected during these regular inspections shall be promptly corrected.

69. (a) The Owner shall develop and implement a preventative maintenance program for the Owner's on-site equipment (excluding on-site equipment owned by a contractor), associated with the processing and managing of Organic Waste and/or Finished Compost.

- (b) The preventative maintenance program shall consist of the following as a minimum:

- (i) the program shall specifically stipulate the part of the equipment inspected for all process equipment on-site;
- (ii) the frequency of the inspections required and carried out; and
- (iii) the dates of any repairs conducted.

- (c) The preventative maintenance programs for the Owner's on-site equipment and contracted on-site equipment shall be available at Site for inspection by a Provincial Officer upon request.

70. Any deficiencies noted during the inspections required by Conditions 66 to 69 of this Approval shall be promptly corrected, including temporarily ceasing operations at the Site if needed.

Daily Log Book and Record Keeping

71. A log book or electronic file shall be maintained for a minimum of two (2) years and shall include daily records of the following information. All amounts must be recorded in metric units:

- (a) date of record;
- (b) the type, time of arrival, hauler name, Approval number (if applicable), source and quantity (tonnes) of all waste received at the Site in excess of 0.25 tonnes (250 kilograms);
- (c) all complaints from the public received by the Owner and an indication of the action taken by the Owner in response;
- (d) a record of any excess soils received at the Site in accordance with Condition 29.2 of this Approval;
- (e) a list of the refusal of waste shipments, the reason(s) for refusal, and the origin of the waste, if known;
- (f) calculation of the total quantity (by weight) of waste received at the Site for each day;
- (g) a record of litter collection activities;
- (h) a record of the forms collected in accordance with Condition 47 (d) (iv) of this Approval;
- (i) types, quantities, source and persons delivering the MHSW;
- (j) daily estimates of the amount of MHSW and other wastes stored at the Site;
- (k) quantities and destination of waste and residual materials shipped from the Site;
- (l) quantities of paint provided to the public for reuse;
- (m) any environmental and operational problems, that could negatively impact the environment or human health, encountered during the operation of the Site and any actions taken to mitigate the situation;
- (n) the action taken for the clean up or correction of a spill, the time and date of the spill or process upset, and for spills, the time that the Ministry and other persons were notified of the spill in fulfilment of the reporting requirements in the Act; and
- (o) any recommendations to minimize environmental impacts from the operation of the Site.

72. For composting operations, the Owner shall maintain, for a minimum of two (2) years, a log book or electronic file format the following information on the days the composting facility at the Site is open:

- (a) date of record;
- (b) quantities and source of organic waste received and quantity of bulking material used;
- (c) the amount of Finished Compost and/or rejected compost shipped from the Site;

- (d) a record of daily inspections including the following information as a minimum;
 - (i) time and date of inspection;
 - (ii) name and title of inspector;
 - (iii) potential impacts noted;
 - (iv) remedial actions taken; and
 - (v) measures to prevent the problem from recurring;
- (e) required windrow temperature readings;
- (f) composting activities undertaken (e.g. windrow formation, turning, screening etc);
- (g) meteorological information including ambient temperature, wind direction and wind speed; and
- (h) with respect to the compost sampling required by Condition 64, the Owner shall maintain the following records as a minimum:
 - (i) sample collection locations and volume of the samples collected;
 - (ii) day and time of collection;
 - (iii) sample handling procedures;
 - (iv) parameters tested for and the resulting concentrations;
 - (v) name of the laboratory facility doing the testing; and
 - (vi) conclusions drawn with respect to the results of the monitoring and testing.

Record Keeping for Organic Composting Operations

73. The Owner shall maintain daily records including, but not limited to:

- (a) date of record;
- (b) quantity, source and type of waste accepted at the Site for composting;
- (c) quantity and source of bulking agents received at the Site for use in composting;
- (d) quantity, type (if known) and destination of any rejected and residual wastes transferred from the Site;
- (e) quantity of Finished Compost transferred from the Site;
- (f) activities (e.g., windrow turning, screening, etc.) taking place that day;
- (g) atmospheric conditions; and
- (h) monitoring parameter measurements taking place that day (e.g., windrow temperature reading).

74. The Owner shall establish and maintain a written record of all monitoring, sampling and testing activities at the Compost Pad. This record shall be in written or electronic format and include, as a minimum, the following information:

- (a) sample collection locations and volume of the samples collected;
- (b) day and time of collection;
- (c) sample handling procedures;
- (d) parameters tested for and the resulting concentrations;
- (e) name of the laboratory facility doing the testing;

- (f) temperature and respiration rates as outlined in Condition in 63(g) and 63(i); and
- (g) conclusions drawn with respect to the results of the monitoring and testing.

75. The Owner shall maintain a record of the site inspections required by Condition 68. The record shall include the following information as a minimum:

- (a) the name and signature of person that conducted the inspection;
- (b) the date and time of the inspection;
- (c) a list of any deficiencies discovered;
- (d) any recommendations for action; and
- (e) the date, time and description of actions taken.

Once Every Two Years Reporting

76. A status report on the operations at the Site shall be prepared and submitted every second year as follows:

- (i) The first report shall be submitted to the District Manager and Public Liaison Committee by April 1, 2013;
- (ii) Each report shall cover the previous two full calendar years;
- (iii) Each report shall include and address the following items:
 - a. a summary, in tabular form where possible, of the information required by Conditions 72 & 73 of this Approval;
 - b. a list of competent people responsible for Site operations during the reporting period;
 - c. an updated waste disposal Site plan showing historic fill areas, the areas filled during the report period, areas planned for filling in the next report period, Buffer zones, ultimate limit of fill (Footprint); present contours, monitoring locations and surface water control systems;
 - d. a calculation of the remaining capacity of the Site, an estimate of the remaining Site life and a comparison of actual capacity used to approved Site capacity;
 - e. the optimization of remaining Site capacity with respect to refining final contours, having regard to minimizing the potential for off-Site impacts;
 - f. approved changes to the operation;
 - g. a summary of any equipment or procedural changes at the Site;
 - h. a summary of any occurrences or incidents where this Approval was not complied with, the reason for non-compliance and the measures to be implemented to ensure that future non-compliance does not occur;
 - i. results in tabular format and an interpretive analysis of the results of all leachate, groundwater, surface water and landfill gas monitoring, including an assessment of the need to amend the monitoring programs;
 - j. the interpretive analysis referred to in part (i) of this Approval shall include a discussion of groundwater parameters and compliance with the Reasonable Use Guideline at the property boundary as well as

- recommendations for future action (contingency measures) that may be necessary should the monitoring program detect failure of the design;
- k. groundwater flow and contaminant migration analyses for the entire Site;
- l. surface water quality with respect to Provincial Drinking Water Objectives and trigger points outlined in Condition 41 of this Approval;
- m. an assessment of the operation and performance of all engineered facilities, the need to amend the design or operation of the Site, and the adequacy of and need to implement the contingency plans/environmental emergency plan;
- n. leachate characterization results;
- o. the progress of final cover, vegetative cover, and any intermediate cover application;
- p. facilities installed during the reporting period;
- q. Site preparations and facilities planned for installation during the next reporting period;
- r. calculations of the amount of excess soil used as cover at the Site;
- s. the amount of excess soil stored at the Site at the end each year;
- t. summary of the weekly, maximum daily and total annual quantity (tonnes) of waste received at the Site;
- u. a report on the status of all monitoring wells and a statement as to compliance with Ontario Regulation 903;
- v. a statement as to compliance with all conditions of this Approval;
- w. any recommendations to minimize environmental impacts from the operation of the Site and to improve Site operations and monitoring programs in this regard; and
- x. any other information with respect to the Site which the District Manager may require from time to time.

77. The implementation of any of the recommendations contained in an Report required by Condition 76 of this Approval that come within the scope of Section 27 of the Act, shall be by the approval of the Director.

Closure Plan and Post Closure Maintenance and Monitoring

78. Three (3) years prior to closure of the Site, a closure plan for the landfill at the Site shall be submitted to the Director for approval and the plan shall include items listed in Schedule "C" of this Approval.
79. One (1) year prior to closure of the transfer station and composting facility at the Site, a closure plan for the transfer station and composting facility, including a post closure maintenance and monitoring program, shall be submitted to the Director for approval.

Staff Training

80. The Owner shall ensure that all people working at the Site, including supervisors,

are Competent Persons.

81. The Owner shall ensure that it provides the needed training, with annual refresher training, that is sufficient to fulfil the requirements of a Competent Person, to the people working at the Site, including supervisors.

Public Complaints

82. The Owner, in cooperation with the Public Liaison Committee shall establish a complaints procedure which will ensure that complaints, regarding the Site are promptly investigated and quickly addressed. The complaints procedure shall include:
 - (a) designating specific staff to receive any complaints, and within 10 working days of that staff person receiving notice of the complaint, to respond in writing indicating the course of action taken by the Owner and the outcome;
 - (b) posting the complaints telephone number at the Site entrance; and
 - (c) keeping an accurate record of the following related complaints information:
 - the name and address of the complainant,
 - the date and time that the complaint was received,
 - the nature of the complaint,
 - wind speed and wind direction at the time of the complaint,
 - details of the response to the complainant, action taken and outcome.

SCHEDULE "A"

This Schedule "A" forms part of Approval No. A261602

1. The Application for Approval of a Waste Disposal Site dated February 24, 1998, signed by Brenda Anderson, Clerk-Treasurer of the Corporation of the Township of Egremont.
2. The document entitled "Plan of Operations and Development, Township of Southgate, Egremont Disposal Site A261602" dated October 2000 by Fletcher Associates.
3. The set of Plans entitled "Township of Egremont, Waste Disposal Site", prepared by Fletcher Associates as follows:
 - Drawing 101: "Existing Conditions" : Rev dated August 1999
 - Drawing 102: "Development Plan" : Rev dated June 2000
 - Drawing 103: "Cross Sections" : Rev dated June 2000
 - Drawing 104: "Cross Sections & Details" : Rev dated June 2000
 - Drawing 105: "Preparatory Work" : Rev dated June 2000
4. The document entitled "Supplement to Plan of Operations and Development, Egremont Disposal Site A261602, Township of Southgate, Draft Certificate of Approval, April 17, 2001" dated August 28, 2001 by Fletcher Associates.
5. The letter dated September 26, 2001 to Mark Turner of the Ministry of the Environment, Environmental Assessment and Approvals Branch from Robert Kearse of R.J. Burnside & Associates Limited providing a final response to the Ministry's review comments.
6. The letter dated October 4, 2001 to John Kaasalainen of the Ministry of the Environment, Environmental Assessment and Approvals Branch from Bindu Uppalir of R.J. Burnside & Associates; Limited providing additional details with respect to the proposed monitoring programs.
7. The letter dated October 25, 2001 to John Kaasalainen of the Ministry of the Environment, Environmental Assessment and Approvals Branch from Robert Kearse of R.J. Burnside & Associates Limited providing additional details with respect to the rates of fill, theoretical capacity and the proposed contaminant attenuation zone requirements.
8. The facsimile dated October 26, 2001 to John Kaasalainen of the Ministry of the Environment, Environmental Assessment and Approvals Branch from Robert Kearse of R.J. Burnside & Associates Limited providing additional details with respect to the proposed rates of fill and theoretical capacity for the Site.
9. The letter dated October 31, 2001 to John Kaasalainen of the Ministry of the Environment, Environmental Assessment and Approvals Branch from Robert Kearse of R.J. Burnside & Associates Limited providing an updated interim fill plan/Site plan for the Site.
10. Application for a Provisional Certificate of Approval for a Waste Disposal Site, dated December 5, 2002.
11. The two volume Report titled "Egremont Landfill, Compost, and Public Drop-Off Site,

Township of Southgate, (County of Grey)," dated November 2002, prepared by R. J. Burnside & Associates Limited.

12. The letter dated June 17, 2003 to John Gasbarri, P. Eng., Ministry of the Environment, from R. J. Burnside & Associates Limited, outlining Public Consultation Efforts.
13. Application for a Provisional Certificate of Approval for a Waste Disposal Site dated June 10, 2005, signed by Don Seim, CAO of the Corporation of the Township of Southgate, including all attached documents and supporting information.
14. Forwarding letter dated August 8, 2007 from James R Hollingsworth of R. J. Burnside & Associates Limited, along with application for amendment to Provisional Certificate of Approval signed by Dave Milliner dated July 26, 2007 including the supporting documents.
15. Letter dated March 13, 2008 from James R Hollingsworth of R. J. Burnside & Associates Limited to Jatinbhai Patel of Ministry of the Environment, along with supporting documents.
16. Letter dated April 24, 2008 from James R Hollingsworth of R. J. Burnside & Associates Limited to Jatinbhai Patel of Ministry of the Environment, re: Table B-1, along with supporting documents.
17. Application for a Provisional Certificate of Approval for a Waste Disposal Site dated March 10, 2011, signed by David Milliner, CAO of the Corporation of the Township of Southgate, including all attached documents and supporting information.
18. Report entitled "Township of Southgate, Egremont Public Drop-off Area Operations," prepared by R.J. Burnside & Associates Limited, March 2011.
19. Letter dated October 25, 2011 addressed to David Milliner, CAO, Township of Southgate from G.W. Deverell of Deverell & Lemaiche LLP regarding the definition of the site and the parts of the site that still need a Certificate of Registration.
20. E-mail dated October 25, 2011 from Jamie Hollingsworth, of R.J. Brunside & Associates Limited to Jim Chisholm of the Ministry indicating that upon approval of the Certificate of Approval, the Township will be directing their lawyer to register the CofA on title for the three parcels of land that are not currently registered and are indicated in the letter that are identified in Item 19 of Schedule "A".
21. Letter dated September 10, 2013 from A. W. Bringleston, Gamsby and Mannerow Ltd. to the Director, Environmental Approvals Access and Service Integration Branch, Ontario Ministry of the Environment, with attached Environmental Compliance Approval Application, dated August 29, 2013 and signed by Jim Ellis, Public Works Manager, Township of Southgate.
22. Environmental Compliance Approval application received June 1, 2018, signed by Jim Ellis, Public Works Manager, Corporation of the Township of Southgate, including all supporting documentation and: (1) the attached report entitled "Egremont Landfill Site / Trigger Mechanism & Contingency Plan (Revised) / Township of Southgate / ECA No. 261602 / GMBP File: 212298" dated April 2018, prepared by GM BluePlan Engineering Limited; and (2) the attached report entitled

"Township of Southgate / Plan of Development & Operations Report (Addendum No. 1) / Southgate (Formerly Egremont) Landfill Site / Lot A, Concession 21 / ECA No. 261602" dated April 2018, prepared by GM BluePlan Engineering Limited.

23. Email dated May 24, 2019 from Andrea Nelson, M.Sc., Senior Hydrogeologist, GM BluePlan Engineering Limited, to Ian Mitchell, P.Eng., MECP, with responses to Tech Support comments and revised trigger mechanisms.
24. Email dated March 22, 2021 from Andrea Nelson, M.Sc., Senior Hydrogeologist, GM BluePlan Engineering Limited, to Andrew Neill, P.Eng., MECP, with additional information on previously accepted updates to the monitoring plans and Schedule "B", including: (1) the attached letter dated April 4, 2019 from Rick Chappell, District Manager, MECP, to Jim Ellis, Public Works Manager, Corporation of the Township of Southgate; and (2) the attached letter dated July 20, 2015 from Ian Mitchell, P.Eng., District Engineer, MECP, to Jim Ellis, Public Works Manager, Corporation of the Township of Southgate.
25. Application for Environmental Compliance Approval for Waste Disposal Site dated July 19, 2021, including a report titled "Compost Facility: Operations Plan, Township of Southgate, GM BluePlan Engineering, dated July 2021.

SCHEDULE "B"

This Schedule "B" forms part of *Certificate* No. A261602

B.1 Groundwater Monitoring Program

The objectives of the *Site* groundwater monitoring program are:

- to monitor groundwater quality, levels and flow direction surrounding the *Site*;
- to identify and characterize movement of any leachate-related contaminants in the groundwater;
- to confirm compliance with the MECP Reasonable Use Policy objectives at the down gradient *Site* boundaries; and
- to determine the need for implementation of groundwater contingency measures.

B.2 Groundwater Monitoring Plan

The groundwater monitoring program shall be carried out in accordance with Condition (36) of this *Approval* and address the stated objectives. The monitoring plan shall include:

- Measuring water levels: Water level measurements shall be carried out in all identified groundwater monitors as listed in Table B-1 during each of the monitoring events as noted in Table B-2.
- Collecting groundwater samples: Groundwater samples shall be collected from all monitoring wells identified in Table B-1 and the samples shall be analysed for the parameters noted in Table B-2. Accepted practices for groundwater sampling, handling and sample analysis shall be followed in the monitoring program to ensure adequate quality assurance and quality control.
- Inspection and maintenance of the monitoring wells: All monitoring wells which form part of the monitoring program shall be inspected and maintained in accordance with Condition (37) of this *Approval*. The monitoring wells that are no longer required as part of the monitoring program shall be abandoned in accordance with Condition (38) of this *Approval*.
- Notwithstanding this Section B.2 and Table B-2 below, VOC sampling for LW1, OW10, OW11, OW12S, OW19 and OW20 shall be carried out no less than once per year, with VOC sampling for all other groundwater wells to be carried out no less than once every 3 years starting in 2021, where that sampling shall be carried out during the October/November sampling period.

B.3 Surface Water Monitoring Program Objectives

The objectives of the surface water monitoring program are:

- to evaluate the impact of landfilling on surface water quality and quantity; and
- to confirm compliance with the Provincial Water Quality Objectives at the downstream

Site boundary.

B.4 Surface Water Monitoring Plan

The surface water monitoring program outlined in this section shall be carried out in accordance with Condition (36) of this *Approval* and address the objectives stated in Section B.3 above. The monitoring plan shall include:

- Surface water samples shall be collected at the locations identified in Table B- 1 and analysed for the parameters indicated in Table B-2.
- During each of the monitoring events, surface water flow measurements at each of the identified monitoring locations shall be carried out.

B.5 Landfill Gas Monitoring Program Objective

The objective of the landfill gas monitoring program is to ensure combustible gas from the landfill does not collect in any on-*Site* buildings or migrate to the nearby buildings off-*Site*.

B.6 Landfill Gas Monitoring Plan

The landfill gas monitoring plan shall be carried out to address the stated objective and will include the measurements of combustible gas concentrations at the selected landfill gas monitors identified in Table B-3.

B.7 Landfill Site Topographic Surveys:

Every second year, during the fall monitoring period, undertake a total station or similar topographic site survey of the areas of the site that have changed since the previous survey. This survey data shall be used in the reporting requirements of Condition 58.

The following tables, Table B-1, Table B-2 and Table B-3, constitute the monitoring requirements for the landfill *Site* for groundwater, surface water and landfill gas.

Table B-1: Groundwater & Surface Water

Monitoring Program for Groundwater & Surface Water				
	Groundwater		Surface Water	
	List 1	List 2	List 1	List 2
Sample Locations	Werner Well		SW1	SW1
	Gilliam Well	Gilliam Well	SW2	SW2
	La Casse Well		SW3	SW3
	Washroom Well			
	LW1	LW1		
	OW1			
	OW2	OW2		
	OW3	OW3		
	OW5	OW5		
	OW6	OW6		
	OW9	OW9		
	OW10	OW10		
	OW11	OW11		
	OW12D			
	OW12S	OW12S		
	OW13	OW13		
	OW14D			
	OW14S	OW14S		
	OW15D			
	OW15S	OW15S		
	OW16D			
	OW16S	OW16S		
	OW17S			
	OW17D			
	OW18S			
	OW18I			
	OW18D			
	OW19	OW19		
	OW20	OW20		

Table B-2: Groundwater and Surface Water Monitoring Parameters

Twice Annual Monitoring Program for Groundwater & Surface Water			
Parameters: GROUNDWATER		Parameters: SURFACE WATER	
LIST 1	LIST 2	LIST 1	LIST 2
Oct/Nov	April/May	Oct/Nov	April/May
Inorganics			
Alkalinity	Alkalinity	Alkalinity	Alkalinity
Arsenic		Arsenic	Arsenic
Ammonia	Ammonia	Ammonia	Ammonia
Barium	Barium	Barium	Barium
Boron	Boron	Boron	Boron
Cadmium		Cadmium	Cadmium
Calcium	Calcium	Calcium	Calcium
Chloride	Chloride	Chloride	Chloride
Chromium		Chromium	Chromium
Conductivity	Conductivity	Conductivity	Conductivity
Copper		Copper	Copper
Iron	Iron	Iron	Iron
Lead		Lead	Lead
Magnesium	Magnesium	Magnesium	Magnesium
Manganese	Manganese	Manganese	Manganese
Mercury		Mercury	Mercury
Nitrate	Nitrate	Nitrate	Nitrate
Nitrite		Nitrite	Nitrite
Total Kjeldahl Nitrogen (TKN)		Total Kjeldahl Nitrogen (TKN)	Total Kjeldahl Nitrogen (TKN)
pH	pH	pH	pH
Total Phosphorus		Total Phosphorus	Total Phosphorus
Potassium	Potassium	Potassium	Potassium
Sodium	Sodium	Sodium	Sodium
TSS (LW1 Only)	TSS (LW1 Only)		
Total Dissolved Solids	Total Dissolved Solids	Total Dissolved Solids	Total Dissolved Solids
Sulphate	Sulphate	Sulphate	Sulphate
Zinc		Zinc	Zinc
Volatile Organic Compounds (VOCs)**			
Benzene			
1,4 Dichlorobenzene			
Dichloromethane			
Toluene			
Vinyl Chloride			
Other Organics			
Biochemical Oxygen Demand (BODs)	Biochemical Oxygen Demand (BODs)	Biochemical Oxygen Demand (BODs)	Biochemical Oxygen Demand (BODs)
Chemical Oxygen Demand (COD)	Chemical Oxygen Demand (COD)	Chemical Oxygen Demand (COD)	Chemical Oxygen Demand (COD)
Dissolved Organic Carbon Phenol	Dissolved Organic Carbon Phenol	Phenol	Phenol
Field Parameters			
pH	pH	pH	pH
Conductivity	Conductivity	Conductivity	Conductivity
		Dissolved Oxygen	Dissolved Oxygen
		Flow	Flow
		Temperature	Temperature
		Hardness	Hardness

**VOC sampling for LW1, OW10, OW11, OW12S, OW19 and OW20 shall be carried out no less than once per year, with VOC sampling for all other groundwater wells to be carried out no less than once every 3 years, starting in 2021.

Table B-3: Landfill Gas

Landfill Gas Monitoring Program
<u>Sample Locations</u>
Leachate Monitor (LW1)
<u>Parameters</u>
Methane
<u>Sampling Frequency and Timing</u>
April/May and October/November
<u>Other Notes</u>
(I) The leachate monitor shall be screened across the water table so as to permit collection of leachate samples as well as conduct landfill gas measurements.

SCHEDULE "C"

This Schedule "C" forms part of Approval No. A261602

CLOSURE PLAN AND POST CLOSURE MAINTENANCE AND MONITORING

A closure plan and post-closure maintenance and monitoring program shall be developed for the *Site*. The plan shall be submitted to the *Director* for approval in accordance with Condition 60 of this *Approval*. The plan shall include:

- (a) Changes to the final contour plan that may have been previously identified in the annual reports or recommended from the development of the closure plan;
- (b) Fencing and access control;
- (c) Details of any additional cover;
- (d) Details of additional vegetative plantings;
- (e) Post-closure and end-use plans;
- (f) Plans and schedules for the continued monitoring of surface water and ground water;
- (g) Plans and schedules for the routine monitoring and maintenance of the surface water drainage ditches and swales; and
- (h) Updated groundwater and surface water contingency plans, if necessary.

SCHEDULE "D"

This Schedule "D" forms part of Approval No. A261602

Material	Maximum Drop-off Area Storage Volume	Maximum daily amount received	Maximum storage time at Site
Materials going to Landfill	31 m ³	31 m ³	7 days
Compostable Materials	31 m ³	31 m ³	7 days
Recyclables (Blue Box)	31 m ³	31 m ³	6 months
Scrap Metals	31 m ³	31 m ³	6 months
White Goods	31 m ³	31 m ³	6 months
Tires	4999 <i>tire units</i>	1500 <i>tire units</i>	6 months
Used Oil	2500 Litres	2500 Litres	Until tank 90% full
Construction and Demolition waste	31 m ³	31 m ³	6 months
Shingles	50 m ³	50 m ³	6 months
Bale Wrap	50 m ³	50 m ³	6 months
Re-use Goods	35 m ³	35 m ³	6 months
Antifreeze	2000 Litres	2000 Litres	Until tank 90% full
Cylinders	1000 cylinders	100 cylinders	6 months
Paint and solvent	2500 litres	2500 litres	6 months
Aerosol cans	5m ³	5m ³	6 months
Wet Cell Batteries	500 batteries	100 batteries	6 months
<i>WEEE</i>	5 tonnes	1 tonnes	6 months
All other MHSW not covered above in this table	Reasonable amounts reflective of normal activity of MHSW depot	Reasonable amounts reflective of normal activity of MHSW depot. Maximum total MHSW in the <i>45-cubic metre MHSW storage container</i> is 45 cubic metres	6 months

The reasons for the imposition of these terms and conditions are as follows:

The reason for Condition 1 is to simplify the wording of the subsequent Conditions and define the specific meaning of terms as used in this Approval,

The reason for Conditions 2, 3 and 42 requiring registration of the Approval is that Section 46 of the Environmental Protection Act, R.S.O. 1990, prohibits any use being made of the lands after they cease to be used for waste disposal purposes within a period of twenty-five years from the year in which such land ceased to be used for waste disposal, unless the approval of the Minister for the proposed use has been given. The purpose of this prohibition is to protect future users of the Site and the environment from any hazards which might occur as a result of waste being disposed of on the Site. This prohibition and potential hazard should be drawn to the attention of future owners and users of the Site by the Approval being registered on title.

The reason for Condition 4 and 5 is to ensure that the Site is operated in accordance with this Approval and no other previously issued Notice or Certificate.

The reason for Conditions 6, 7, 8, 11, 12, 13, 14, and 15 is to clarify the legal rights and responsibilities of the Applicant.

The reason for Conditions 9 and 10 is to ensure that the appropriate Ministry staff have ready access to information and the operations of the Site which is approved under this Approval. Condition (10) is supplementary to the powers of entry afforded a Provincial Officer pursuant to the Environmental Protection Act, the Ontario Water Resources Act, and the Pesticides Act, as amended.

The reason for Conditions 16 to 51 are to ensure that the continued use of the Site is done in an environmentally acceptable manner.

The reason for Condition 41 is to provide a mechanism which provides early warning of potential impact to allow sufficient time to prepare and implement remedial action.

The reason for Conditions 52 to 64 is to ensure that compost is produced in a manner which does not result in a nuisance or a hazard to the health and safety of the environment or people.

The reasons for Condition 65 is to ensure that the Owner immediately responds to a spill or unusual emission and notify the Ministry forthwith of any spills as required in Part X of the EPA so that appropriate spills response can be determined. In addition, the reasons for Condition 53 is that the Owner develop an Environmental Emergency Plan for the Site.

The reasons for Condition 66 through 70 is to insure that the site is properly inspected and maintained.

The reason for Conditions 71, 72, 73, and 75 to ensure that proper records of the operations of the site are kept and that the Ministry is informed annually of the operations of the site.

The reason for Condition 76 & 77 is for the Owner to provide a report every other year to the Ministry that summarizes the activity at the Site for the previous 2 years and to provide a mechanism for changes to the operation.

The reason for Condition 78 and 79 is to ensure that the Site is closed in accordance with MECP standards and to protect the health and safety of the environment.

The reasons for Conditions 80 and 81 are to ensure that the Site is operated by competent persons and that the Owner's staff are properly trained in the operation of the equipment used at the Site and emergency response procedures. This will minimize the possibility of spills or unusual emissions occurring and will enable staff to deal promptly and effectively with any spills or unusual emissions that do occur.

The reason for Condition 82 is to ensure that complaints are properly and quickly resolved and that complaints and follow-up actions have been documented.

Upon issuance of the environmental compliance approval, I hereby revoke Approval No(s). A261602 issued on May 8, 2021

In accordance with Section 139 of the *Environmental Protection Act*, you may by written notice served upon me and the Ontario Land Tribunal within 15 days after receipt of this notice, require a hearing by the Tribunal. Section 142 of the *Environmental Protection Act* provides that the notice requiring the hearing ("the Notice") shall state:

- a. The portions of the environmental compliance approval or each term or condition in the environmental compliance approval in respect of which the hearing is required, and;
- b. The grounds on which you intend to rely at the hearing in relation to each portion appealed.

Pursuant to subsection 139(3) of the *Environmental Protection Act*, a hearing may not be required with respect to any terms and conditions in this environmental compliance approval, if the terms and conditions are substantially the same as those contained in an approval that is amended or revoked by this environmental compliance approval.

The Notice should also include:

1. The name of the appellant;
2. The address of the appellant;
3. The environmental compliance approval number;
4. The date of the environmental compliance approval;
5. The name of the Director, and;
6. The municipality or municipalities within which the project is to be engaged in.

And the Notice should be signed and dated by the appellant.

This Notice must be served upon:

Registrar*
Ontario Land Tribunal
655 Bay Street, Suite 1500
Toronto, Ontario
M5G 1E5
OLT.Registrar@ontario.ca

and

The Director appointed for the purposes of Part II.1 of the *Environmental Protection Act*
Ministry of the Environment, Conservation and Parks
135 St. Clair Avenue West, 1st Floor
Toronto, Ontario
M4V 1P5

* Further information on the Ontario Land Tribunal's requirements for an appeal can be obtained directly from the Tribunal

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at: Tel: (416) 212-6349 or 1 (866) 448-2248, or www.olt.gov.on.ca

The above noted activity is approved under s.20.3 of Part II.1 of the *Environmental Protection Act*.

DATED AT TORONTO this 22nd day of April, 2022



Mohsen Keyvani, P.Eng.

Director

appointed for the purposes of Part II.1 of the
Environmental Protection Act

AQ/

c: District Manager, MECP Owen Sound
Melissa Robinson, GM BluePlan Engineering Limited

ATTACHMENT B



March 26, 2021
Our File: 212298

Via Email: Ian.Mitchell@ontario.ca

Ministry of the Environment, Conservation and Parks
Owen Sound District Office
3rd Floor 101 17th Street
Owen Sound, ON N4K 0A5

Attention: Mr. Ian Mitchell

Re: Egremont Landfill Site
Township of Southgate
Status Report (2019/2020) and
Trigger Exceedance Notification
ECA No. A261602

Dear Ian:

Please find enclosed, the Status Report (2019/2020) for the Egremont Landfill Site. This report has been prepared on behalf of the Township to fulfill the requirements of the Environmental Compliance Approval No. A261602. A copy of the Monitoring and Screening Checklist included in the *Monitoring and Reporting for Waste Disposal Sites Groundwater and Surface Water Technical Guidance Document* (MECP, 2010) has also been enclosed with the Report as per the MECP's request. It should be noted that the attached checklist is not intended to replace the Annual Monitoring Reports, but rather provide a general summary of the findings. Consequently, for details regarding the annual monitoring program and site operations, please refer directly to the report.

EGREMONT LANDFILL: TRIGGER EXCEEDANCE AT OW20

On behalf of the Township of Southgate, we are providing notification of a site-specific trigger level exceedance for groundwater noted at the Southgate (formerly Egremont) Landfill Site. Based on Condition 40 of the Approval, the Trigger Levels for groundwater are considered to be the Reasonable Use Criteria (RUC) for each parameter specified in *Reasonable Use Guideline B-7*. If a given parameter exceeds the RUC at the same compliance well location for three (3) consecutive events, the *District Manager* is to be notified. This notification is being provided to satisfy the requirements of Condition 40(i) of the ECA for the Site.

At the Egremont Landfill Site the compliance boundary to the east is located in close proximity to the approved fill area. Trigger level exceedances were noted at well OW20 which was installed in the shallow overburden soils in August 2019, between the recently active area of landfilling (i.e. Cell 2) and the compliance boundary to the east. With the recent installation of monitoring well OW20, the site-specific trigger levels have been exceeded for several parameters. Based on the first three groundwater quality samples collected from this monitoring location, alkalinity, TDS, DOC, hardness and chloride have consistently exceeded the RUC. In addition, the combination of parameters and parameter concentrations appears to be indicative of leachate-derived impacts.

Condition 40(ii) of the Approval states that resampling within 30-days of the receipt of the result be conducted. However, considering the consistency of the groundwater quality reported for the samples collected from this location, it is our opinion that re-sampling would only confirm the overall groundwater quality, rather than negate the trigger exceedances noted.

Although the migration of leachate-impacted groundwater to the east is related to a localized radial flow pattern, which will ultimately tie into the larger regional groundwater flow system that generally flows in a westerly direction, this monitoring well is situated along the easterly compliance boundary and, as such, measures should be taken to mitigate these impacts. It is noted that a review of the information available indicates that the adjacent property to the east, described as Concession 21, West Part Lot 1, consists of vacant residential land (Grey County Maps). Based on our interpretation of the aerial photos available, the property appears to be used as a works yard with the nearest structure to the east located approximately 70 metres from the landfill area at its closest point. MECP well records suggest that there is not a supply well on the property. Therefore, based on the regional groundwater flow direction, the absence of a nearby receptor, and the nature of the trigger parameters noted, the potential risk to off-site receptors to the east is considered to be low.

At this time, landfill operations have moved to the south of the Cell 1 area, where shown on the Figures included in the Status Report. As such, landfill operations may be having a greater impact on the water quality along the easterly compliance limit directly east of the active area (i.e., OW20). It is recommended that, in recognition of the transition of landfill operations into the Cell 2 area, a review of site conditions and operations be completed in the spring.

An assessment of the recent operational practices, including site grading, particularly in the area to the east of the landfill should also be completed. In addition, pending approval from the MECP of the PDO Addendum submitted in April 2018, the Cell 2 area should be prepared, including the establishment of the bottom contours and the installation of the recommended bentonite liner along the easterly below grade sidewall of the approved fill area. The relocation of waste from the old fill area should also be completed in the near future. The waste relocation efforts, which were described in the PDO (April 2018), could be used as a means to ensure the bottom elevation of the landfill is sloped to the west, ultimately directing contact stormwater flows and leachate within the landfill footprint to the west and toward the existing contaminant attenuation zone. These efforts would serve to reduce the radial flow of groundwater to the east, ultimately reducing the magnitude of impacts in the vicinity of OW20. In general, mitigation measures should be implemented to alter (or modify) site conditions and/or activities to alleviate the groundwater exceedance at this location. On-going groundwater monitoring would continue to be reviewed to evaluate the adequacy of the mitigation measures implemented.

I trust this is sufficient for your use at this time. Please do not hesitate to contact me if you have any questions.

Yours truly,

GM BLUEPLAN ENGINEERING LIMITED

Per:

Alen Bringleton, B.E.S., C.E.T.

AN/mr

cc: Township of Southgate: Jim Ellis – One Hardcopy & One Digital Copy (jellis@southgate.ca)

Our File No.: 212298



Staff Report PW2022-038

Title of Report: PW2022-038 Holstein Pond & Sluice Raceway Update
Department: Public Works
Branch: Transportation & Public Safety
Council Date: July 6, 2022

Recommendation:

Be it resolved that Council receive Staff Report PW2022-038 for information.

Background:

Staff received a call on the afternoon of Thursday June 9, 2022, regarding backyard flooding on the west side of Grey County Rd 109 and north of the bridge in Holstein. The staff site visit on Friday morning, observed the Holstein Pond sluice about 30 metres north of the dam that there was a small whirlpool at the inlet to the sluice, which we determined the cause was a breach of the sluice and raceway that runs through the feed mill and outlet into the culvert crossing Grey Rd 109.

Township staff installed a large diesel pump to help by-pass water flow from the sluice stream to the dam stream, to alleviate the backyard flooding and erected some blocking materials to channel the high flow waters into the area it flows to.

An attempt to block off the sluice was not effective as the area at the inlet of the sluice is full of rocks and timbers.

Saugeen Valley Conservation Authority (SVCA) was initially contacted informing of the situation. The Ministry of Northern Development, Mines, Natural Resources and Forestry (MNDMNR) was called on Friday afternoon regarding the issues.

Other agencies that were contacted were the Ministry of Environment, Conservation and Parks (MECP), the Grey – Bruce Health Unit (GBHU), and Department of Fisheries and Oceans (DFO).

On Tuesday June 14, 2022, a Remote Operation Vehicle (ROV) was deployed into the pond at the sluice intake area for underwater camera videoing, which revealed timbers, rock and debris in the intake area and force of the vortex, but no clear indication of the flow control structure and the 5-foot pipe for the intake were identified.

An R.J. Burnside Aquatic Specialist was onsite Friday June 17, 2022, to assess the fish & aquatic habitat with the pond levels down significantly and discussions with MNDMNR and DFO on the situation updated.

PWM Jim Ellis met with contractor from Weatherall Dock & Dredge on Saturday June 18th onsite for developing a plan to install sheet piling around the intake to dewater the area for inspection.

Staff met with BM Ross Engineers on June 21, 2022, who will take the lead on the assessment of the sluice works infrastructure for the short-term emergency repair and the long-term solution for the mill raceway system.

Staff Comments:

There are a few issues with the repair of the sluice flow control & intake structure. Currently the sluice feeds water piped down through the Holstein Mill and outlet to the tributary course connecting back into the Beatty Saugeen River system. A minimal flow has historically run through the mill raceway system.

The mill has not used this waterpower source for decades and there is no easements or ownership of the piping system that have potential liability concerns of the system failure and impacts of private property issues. This could be addressed with the permanent blocking and closure of this system

SVCA comments that a base flow from the raceway system should be maintained feeding the tributary.

The Township owns a closed Right of Way (ROW) historically known as Water Street that is on the west side on the rail trail running parallel from Petrie Street to the Beatty Saugeen River below the Holstein Dam.

An option for retaining the sluice system for the low point of draining the pond to control levels if required for working on the main dam works by constructing intake flow control mechanism with redundancy control, reline pipe through rail trail, install piping on Water St ROW to outlet back into main river channel. This could clean up ownership and liability issues with Township control.

Staff are hearing that a number of these dam structures in the province are being decommissioned as some agencies do not want to have responsibility, liability, or contribution of funding to rectify issues and preventative maintenance. The Holstein dam would not probably pass the new codes and regulations for dams.

Weatherall Dock and Dredge has mobilized to the site on Friday June 24th and will set up to install sheet piling to coffer dam off the sluice intake.

Once BM Ross can identify next steps, permits and approvals will be required from agencies for the direction of the outcome options.

Financial Implications:

The 2022 Budget did not anticipate expenditures due to the Holstein Pond sluice raceway.

The ASI Group invoice for the underwater ROV videoing was \$7,900.00 plus HST.

The crane and sheet piling costs are \$25,000.00 plus HST for mobilizing and demobilization and \$100,000.00 plus HST for the extra strength sheet piling of 60 linear feet of 25 x 33 feet lengths for the coffer dam installation and removal. The crane using a clam bucket with operator and labourer is on an hourly basis of \$300.00 plus HST per hour to move debris of timbers and rocks.

A more detailed summary of associated costs will be updated once options for repair and future works are identified.

To fund the emergency expenditures, staff are investigating eligibility criteria of the Ontario government Municipal Disaster Recovery Assistance program with the Minister of Municipal Affairs and Housing for a sudden, unexpected and extraordinary natural event. If no other source of funding is found, staff recommends that the costs be funded by the Tax Stabilization Reserve.

Communications & Community Action Plan Impact:**Goal 4 - Adequate and Efficient Public Facilities****Action 4:**

The residents and businesses of Southgate expect the Township to plan and adequately provide for public facilities for gatherings, recreation and doing business with the Township, while recognizing at the same time that facility needs can change with age and a changing population.

Goal 5 - Upgrading our "Hard Services"**Action 5:**

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

Concluding Comments:

Staff recommends that Council receive Staff Report PW2022-038 for information.

Respectfully Submitted,

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

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

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

Attachments: None

Monthly Statistics Report		
	Apr 2022	May 2022
New Patrons	74	39
Tech Help	17	8
Circulation	1,057	953
Phone Calls	67	59
Reference/Reader's Advisory	13	5
Programs	17	23
Program Participation	223	337
Facebook Reaches	1,489	3,827
Instagram Reaches	2,253	2,275
Instagram Engagements	158	126
E-material Circulation	349	317
E-resource usage	9	22
ILL Circulation – Received	5	23
ILL Circulation – Requests	23	34
Computer Usage	91	121
Library Visits	573	740
Curbside Pick-up	0	0

CEO Update:

The Adult Summer Reading Challenge launched June 1 and the kids and teen summer reading programs begin June 25. Thank you to the Friends of the Library for donating the prizes for the Summer Reading.

Staff are working on showcasing the e-resources available to the community. In particular, the two new resources, Transparent Language and LinkedIn Learning. Transparent Language offers language learning for over 110 languages, including Indigenous languages and English as a second language. LinkedIn Learning offers 16,000 + in-demand skills on a virtual learning platform.

We held a retirement celebration for Phyllis Lichty who retired this month. We wish Phyllis all the best on her next chapter in life.

Accomplishments:

- Hiring process for Library Assistant – Children's Services
- Adult Amazing Reads Challenge Launched
- Annual Review
- Updated Board Meetings and Procedural By-law

60 Day Plan:

- Wellness Kits
- Train Library Assistant – Children's Services
- Fall Program Planning

Programs and Events:

- Adult Miniature Book Pendant
- Kids Key Chain Craft
- Adult Macrame Hanging Vase
- Teens Father's Day Socks craft
- Teens Father's Day Socks craft – June 9
- Adult Rainbow Wall Hanging at the Market
- Adult DIY Summer Tray
- Teens DIY Bleach Shirts at the Market

Upcoming Programming:

- Summer Reading Challenges for all ages
- Adult Summer Tray – June 21
- Adult Market Craft – Painted Tote – July 13
- Teen International Day of Yoga – June 21
- Teen Market Craft – DIY Bleach Shirts – June 21
- Teen Drop in and Youtube Learn – Fridays in July
- Teen Market Craft – Painting – July 27
- Weekly Kids Crafts - TBA



ANNUAL REPORT

2021

BOARD OF DIRECTORS



2021

Representing The Ontario Stone, Sand & Gravel Association (OSSGA)

Terry Waites | Chairman of the Board
Ryan Essex | Secretary/Treasurer
Ken Lucyshyn
Mark Geens

Representing a Conservation or Environmental Organization

Lisa Burnside

Representing the Association of Municipalities of Ontario (AMO)

Sandra Easton

Representing the Aggregate Industry at Large (NON OSSGA)

Kerry Doughty

Representing the Ministry of Northern Development, Mines, Natural Resources and Forestry as an "Ex Officio Member"

Kathy Woeller

2022

Representing The Ontario Stone, Sand & Gravel Association (OSSGA)

Terry Waites | Chairman of the Board
Ryan Essex | Secretary/Treasurer
Bill Marquardt
George Lourenco

Representing a Conservation or Environmental Organization

Lisa Burnside

Representing the Association of Municipalities of Ontario (AMO)

Sandra Easton

Representing the Aggregate Industry at Large (NON OSSGA)

Kerry Doughty

Representing the Ministry of Northern Development, Mines, Natural Resources and Forestry as an "Ex Officio Member"

Kathy Woeller

MINISTER RICKFORD

On behalf of the Board of Directors, I am pleased to submit the 2021 Annual Report of The Ontario Aggregate Resources Corporation.

This annual report includes audited financial statements for the Aggregate Resources Trust and The Ontario Aggregate Resources Corporation for the fiscal year ended December 31, 2021. Included within the financial statements for the Aggregate Resources Trust is a schedule of rehabilitation costs for projects completed by the Management of Abandoned Aggregate Properties (MAAP) program in 2021.

The report also reviews a number of the rehabilitation projects undertaken by the MAAP program along with research funded by the Abandoned Pits & Quarries Rehabilitation Fund.

Yours truly,

Terry Waites
Chairman of the Board

May 27, 2022

Honourable Greg Rickford
Minister of Northern Development, Mines,
Natural Resources and Forestry
Suite 6630, 6th Floor, Whitney Block
99 Wellesley Street West
Toronto, Ontario M7A 1W3

2021 CHAIRMAN'S MESSAGE

Despite the ongoing challenges that continued through 2021 during the Covid pandemic, the construction industry, specifically the aggregate industry continued to operate at a high capacity to meet the needs and supply demand. The Ontario Aggregate Resources Corporation (TOARC) fulfilled its mandates, including collection of data, invoicing, collection of fees, disbursement of funds, rehabilitation of legacy and revoked sites, research and education of aggregate related issues.

Annual Fees and Royalties of \$37.2 million were collected and disbursed in 2021 based on 2020 production reporting. By comparison, in 2020 a total of \$34.7 million was collected and disbursed based on the 2019 production.

The Upper and Lower Tier Municipalities realized a large increase in the fees they received as their share of the disbursement dollars increased by \$1.7 million to \$26.7 million in 2021. The Crown also realized a gain in their proportion of disbursed fees of \$0.7 million to \$9.4 million in total from both licence and permit fees.

Production reported on licences increased by 4% in 2020 to 158 million tonnes. I would note that this was only the second time since TOARC was formed in 1997 that production from licences had reached this level. This compares to the 152 million tonnes reported on licences in 2019. Production from permits, forestry aggregate pits, and non-designated private land sources remained steady at approximately 9 million tonnes.

2021 fees based on 2020 production were disbursed amongst recipients as follows:

DISBURSEMENT YEAR	2018 (*\$MILLION)	2019 (*\$MILLION)	2020 (\$MILLION)	2021 (\$MILLION)
Local Municipalities	9.4	19.4	20.0	21.4
Counties & Regions	2.4	4.8	5.0	5.3
MAAP Program	0.8	1.0	1.0	1.1
Province (from Licence Fees)	5.5	6.7	7.0	7.5
Province (from Royalties and Permit Fees)	1.7	1.8	1.7	1.9
TOTAL	19.8	33.7	34.7	37.2

*(2018 – 2019) Disbursement shown as a comparison to highlight the changes in 2017 to the Aggregate Resources Act.

In 2021 The Management of Abandoned Aggregate Properties (MAAP) program returned to their traditional project schedule for planning, design, tendering and construction on legacy sites. Projects were released for tender in two tranches, early spring and late summer. This timing helps to ensure optimum opportunity for establishment and development of seed mixtures utilized on the various rehabilitation projects.

Twenty-one (21) projects were tendered across Eastern Ontario. Of the twenty-one sites, six (6) were rehabilitated to agricultural and fifteen (15) sites were naturalized to grassland meadows. A full description of rehabilitated sites can be found later in this report with some great examples of past projects.

The total count of legacy sites in our eMAAP database has risen by ten to 8,219, which 6,261 are now closed. This means that 1,958 sites may require some sort of rehabilitation.

The updated listing by category of closed files now stands as follows:

Developed	735
Licensed	349
No Historical extraction	394*
Naturalized (to create new habitat)	2418
Rehabilitated (by owner)	773
Situated on Crown Land	251
Landowner Not Interested	732
Rehabilitated by MAAP/NDMNRF	609
Total Files Closed	6,261

*Files where no disturbances could be found or where it was determined the site disturbance was not a result of aggregate extraction.

One of the biggest challenges facing the MAAP program is the large number of sites spread across most of the inhabited portions of the province. MAAP and the NDMNRF early on developed a priority rating system that considered things such as safety concerns, public access, environmental risks, size, and visibility to evaluate what sites should be completed first. MAAP's internal database stores information such as landowner contact information, historical records (if any), pictures, previous contact with landowners etc. and incorporates tools such as

Google Earth. While these tools are fantastic in helping our people manage so many files, visiting the sites to meet and have personal contact with landowners, visually understand the state of the disturbance and the adjacent lands requires substantial time and extensive field work. Field work is typically completed by a small team of interns (3 people), but in 2020 none were hired due to Covid, which reduced MAAP's backlog of approved rehabilitation sites. Thankfully, with Covid risks reducing in 2021 an intern was hired and with great effort a robust rehabilitation project list was reestablished.

The Living Mulch Study being conducted by researchers from the University of Waterloo's Conservation and Restoration Ecology Lab was delayed due to Covid, but is now complete. The study looked at transplanting "living mulch" and whether succession can be fast-tracked by bypassing delays related to soil development. An article summarizing the gains of transplanting living mulch can be found later in this report.

In 2020 the TOARC Board of Directors unanimously supported the proposed "Novel Strategies for Enhancing Biodiversity and Ecosystem Function at Northern Ontario Aggregate Pits". The research is being completed by Collège Boréal and Laurentian University in collaboration with industrial partners Pioneer Construction, Ethier Sand and Gravel and Glencore's Sudbury Integrated Nickel Operations. An article describing the progress of this important research can be found later in this report.

In 2021 TOARC supported a research team from the University of Guelph Arboretum to complete a study of an aggregate site that was rehabilitated from 1976-1978 and left to naturalize. The research team had access to the original rehabilitation plans and completed a detailed bioinventory to determine how the site species fared over 40-50 years. After reviewing the excellent work, the TOARC Board approved a second phase of this study. A summary of what was found, and next steps can be found later in this report.

TOARC continues its funding support at the University of Waterloo School of Planning for "Aggregate Resources Planning, Development and Management". The course educates university planning students on the issues surrounding aggregates planning.

In 2021 TOARC's IT system and infrastructure was audited by a cybersecurity specialist, at the instruction of the Board due to elevated hacking risks. I am pleased that all identified risks have been addressed and in addition, all employees have been trained on how they can prevent cyber-attacks.

Trust funds increased in the year ending 2021 to \$20,923,355 from \$20,246,138 at the yearend 2020. Trust revenue increased by \$317,675 compared to the previous year as gains in the "unrealized changes in fair value portion" reflect higher performance of the 2021 financial markets. Trust's expenses increased by \$142,570 in 2021. This increase was mainly a result of one seasonal intern being hired, a return of administration support plus increase spends in accommodation/travel and mileage as field operations and audit activity increased after the 2020 Covid lockdowns.

There was one change to the composition of TOARC's Board members in 2021. Mark Geens of Lafarge, one of four OSSGA directors left the TOARC Board of Directors after serving for the past three years. I want to thank Mark for his support and valuable contributions to our efforts since 2018.

I am pleased to welcome Bill Marquardt of CBM Aggregates who will be representing the Ontario Stone, Sand and Gravel Association to join the TOARC Board of Directors replacing Mark Geens.



Respectfully submitted,

Terry Waites

Chairman of the Board

MAAP 2021 PROJECT SUMMARY

SUMMARY OF MAAP REHABILITATION COSTS

Project Number	Landowner / Location	End Use	Area (HA)	COST \$
20-02a	Albrecht Pit, Grey County	Agriculture	n/a	744.00
21-01a	Anderson Pit, Hastings County	Naturalization	0.43	28,388
21-01b	Hart Pit, Hastings County	Naturalization	0.42	21,164
21-01c	Thomas Pit, Peterborough County	Agriculture	2.25	80,336
21-01d	Bowen Pit, Peterborough County	Agriculture	0.14	8,443
21-01e	Lester Pit, Peterborough County	Naturalization	0.63	25,941
21-02a	Price Pit, Hastings County	Naturalization	0.10	15,548
21-02b	Govier Pit, Hastings County	Naturalization	0.66	29,410
21-02c	Pollatschek Pit, Hastings County	Naturalization	1.09	41,550
21-02d	Morton Pit, Hastings County	Naturalization	0.18	4,920
21-02e	Van dijk Pit, Hastings County	Naturalization	0.43	19,825
21-02f	Fyall Pit, Hastings County	Agriculture	0.49	17,960
21-02g	Patton Pit, Hastings County	Naturalization	0.03	2,430
21-03	McTaggart Pit, Hastings County	Naturalization	3.20	134,310
21-04a	McEacheron Pit, Kawartha County	Agriculture	0.46	12,060
21-04b	Bolla Pit, Kawartha County	Naturalization	0.74	38,625
21-05a	Callan Pit, Kawartha County	Agriculture	4.15	108,969
21-05c	Hope Pit, Peterborough County	Naturalization	0.59	28,610
21-05d	Snider Pit, Peterborough County	Agriculture	1.21	36,705
21-06a	Foley Pit, Kawartha County	Agriculture	1.57	69,126
21-06b	Denure Pit, Kawartha County	Naturalization	0.17	12,905
21-06c	Sebert Pit, Peterborough County	Naturalization	0.26	21,111
			19.16	759,080

Year	Number of New Sites	Area Rehabilitated (ha)	Total Costs** \$	Cost / (ha) \$	Avg Cost per site \$	Avg Area Rehabilitated (ha)
1992-96*	52	77.99	726,480	9,315	13,971	1.50
1997	15	22.40	497,973	22,231	33,198	1.49
1998	10	18.35	219,199	11,945	21,920	1.84
1999	16	30.35	366,636	12,080	22,915	1.90
2000	18	28.50	411,226	14,429	22,846	1.58
2001	21	25.50	320,337	12,562	15,254	1.21
2002	10	14.25	288,844	20,270	28,884	1.43
2003	19	46.39	342,897	7,392	18,047	2.44
2004	15	27.35	414,986	15,173	27,666	1.82
2005	27	75.45	499,290	6,617	18,492	2.79
2006	28	49.50	506,210	10,226	18,079	1.77
2007	23	39.11	744,671	19,040	32,377	1.70
2008	29	45.10	482,874	10,707	16,651	1.56
2009	20	24.29	298,699	12,297	14,935	1.21
2010	19	19.35	231,122	11,944	12,164	1.02
2011	38	34.40	341,521	9,928	8,987	0.91
2012	30	38.10	444,222	11,659	14,807	1.27
2013	28	44.13	490,554	11,116	17,520	1.58
2014	13	21.79	431,413	19,799	33,186	1.68
2015	23	38.73	402,307	10,387	17,492	1.68
2016	37	42.49	467,769	11,009	12,642	1.15
2017	29	28.02	533,025	19,023	18,380	0.97
2018	21	28.28	593,149	20,974	28,245	1.35
2019	26	19.00	594,271	31,277	22,857	0.73
2020	19	20.20	514,015	25,446	27,053	1.06
2021	21	19.16	758,336	39,579	36,111	0.91
Total	607	878.18	11,922,026	13,576	19,641	1.45

* 1992-1996 data is based on information provided by NDMNRF.
** Total Costs have been restated (except for NDMNRF contracts) to include total project spend in subsequent years.

ADVANCING FOREST SUCCESSION THROUGH STRATEGIC APPLICATION OF ‘LIVING MULCH’

Rapid Ecological Restoration For Aggregate Sites (RERAS)

In 2021 the four-year, Rapid Ecological Restoration for Aggregate Sites (RERAS) study was completed. The main goal of the research was to determine if it was possible to develop strategies to restore ecosystem services of a mature natural mixed wood forest within a 30–40-year timeframe, the typical lifespan of an aggregate operation in southern Ontario - rapidly, completely, and cost-effectively. The study was led by the University of Waterloo, School of Environment, Resources & Sustainability and supported by TOARC, Walker Industrial Holdings Ltd (via its subsidiary, Walker Aggregates Inc.), and the Natural Sciences and Engineering Research Council of Canada.

The RERAS experiment used two approaches to determine methods that may be capable of overcoming habitat constraints using progressive and natural regeneration strategies. The first approach investigated translocating topsoil seed banks from natural stands, “living mulch”, to afforested locations varying in age to determine if planted lands provide suitable habitat at various stages of development, e.g., post-closure of leaf canopies. The second approach tested whether engineering recipient environments by providing more mature stages of woody debris accumulation and shading can improve the emergence and persistence of target vegetation.

The researchers determined translocating living mulch from a mature “donor” deciduous forest such as one requiring removal in preparation for quarrying, to nearby afforested lands rapidly advanced the state of understorey succession at the recipient experimental sites. **The overall research results show that the approaches tested were successful.** Constructing woodland habitat features has a sufficiently positive impact, coaxing more target vegetation from the transplanted living mulch. Selecting recipient locations that already provide closed leaf canopies is the most effective method at providing suitable habitat and can

make this whole approach work in many types of sites with different management histories. As expected, there are some sites that produced novel ecosystems, having not yet achieved the desired match with donor sites. The biggest success was at the older afforested sites (35–70 years in age), where the characteristic forest species dominated to produce communities with high similarity to the donor forest.

Extending the lessons learned from the RERAS project to forest management broadly is likely to help managers of living-mulch sources network with managers of the most suitable recipient sites. The partnerships generated by combining forestry practices with strategic translocation programs will benefit regional forest biodiversity and functioning, as well as help industry fully achieve its longstanding objective of sustainably providing mineral resources by maximizing the ecological compatibility between extraction operations and the surrounding environment.

The full study can be found at www.TOARC.com. Stakeholders interested in discussing this study and its applications should feel welcome to contact the research team by emailing Dr. Paul Richardson (paul.richardson@uwaterloo.ca).



Example 1: Two ‘middle aged’ living mulch recipient locations shown before (2017) vs. after (2020) the application. Both occupy aggregate production lands planted with conifers in the 1980s to help prevent soil erosion (Walker Aggregates).



Example 2: Two ‘old’ living mulch recipient locations shown before (2017) vs. after (2020) the application. Both occupy a 70-80 year-old conifer plantation established on Niagara Escarpment farmland (Clearview Township).

AGGREGATES TO ARBORETUM: 40 YEARS OF NATURALIZATION

The University of Guelph Arboretum was established in 1970 on nearly 400 acres of land that included agriculture, wetlands, old growth forest as well as a former gravel pit on its eastern boundary. The gravel pit was actively rehabilitated over three years from 1976-1978. After this time, it was largely left to naturalize. Forty years later, with support from The Ontario Aggregate Resources Corporation, the Arboretum research team studied the site to assess the effectiveness of the rehabilitation and the naturalization process, including the progression of woody plant species (planted, naturalized, and introduced) over this period.

One of the primary objectives was to assess the current state of the species planted during the original gravel pit rehabilitation. A detailed bioinventory was completed to understand what individuals and/or species have survived, which ones died out, and which species might be optimal for use in rehabilitation efforts at similar sites. The research team found that approximately 40% of the original plantings died out or were obscured by either the growth of new species in the site or by those plantings that fared well in the rehabilitation process. Species such as Manitoba maple (*Acer negundo*), black locust (*Robinia pseudoacacia*) and autumn olive (*Eleagnus umbellata*) have spread beyond their original planting locations, and visually dominate the site. Other species such as common buckthorn (*Rhamnus cathartica*), a naturalized woody pest species, have invaded and occupy much of the upper and middle story of the rehabilitated pit canopy.

Although the site is now dominated by common buckthorn many of the original plantings are abundant within the site, including several native species such as staghorn sumac (*Rhus typhina*), and northern white cedar (*Thuja occidentalis*). Several native trees not included in the original planting are now found on site, including black walnut (*Juglans nigra*), green ash (*Fraxinus pennsylvanica*) and the common hop-tree (*Ptelea trifoliata*). This study emphasized that rehabilitation is not static and there is value in reviewing the status of the site over time to encourage changes to species dependent on the progression of the evolving ecosystem.

Recommendations

At the time of the original rehabilitation, it was identified that native taxa are preferred in principle but should not be a constraint. Unlike today, where organizations such as the UN Decade on Ecosystem Restoration recommends the use of native species as critical to achieve sustainable rehabilitation projects. The Arboretum research team analyzed the bioinventory at the former gravel pit to construct a list of species recommended for rehabilitation plantings that can be found at www.toarc.com.

To maximize biodiversity and create native dominated self-sustaining ecosystems, site rehabilitation planning needs to go beyond measuring traditional site condition metrics, such as parent material and pH. Basic parameters do not capture other important ecological components that are inherent to a thriving ecosystem. Some examples are wildlife presence, ecological integrity to capitalize on potential species, dependent-interactions such as pollinator species, and cavity-forming tree species for birds and mammals. It could be predicted that maximizing the diversity in both form and age of suitable plants on any given site should maximize the opportunities for the diversity of animals, fungi, and other plants that take advantage of specific successional stages given their various life histories, facilitating the site along its chosen trajectory.

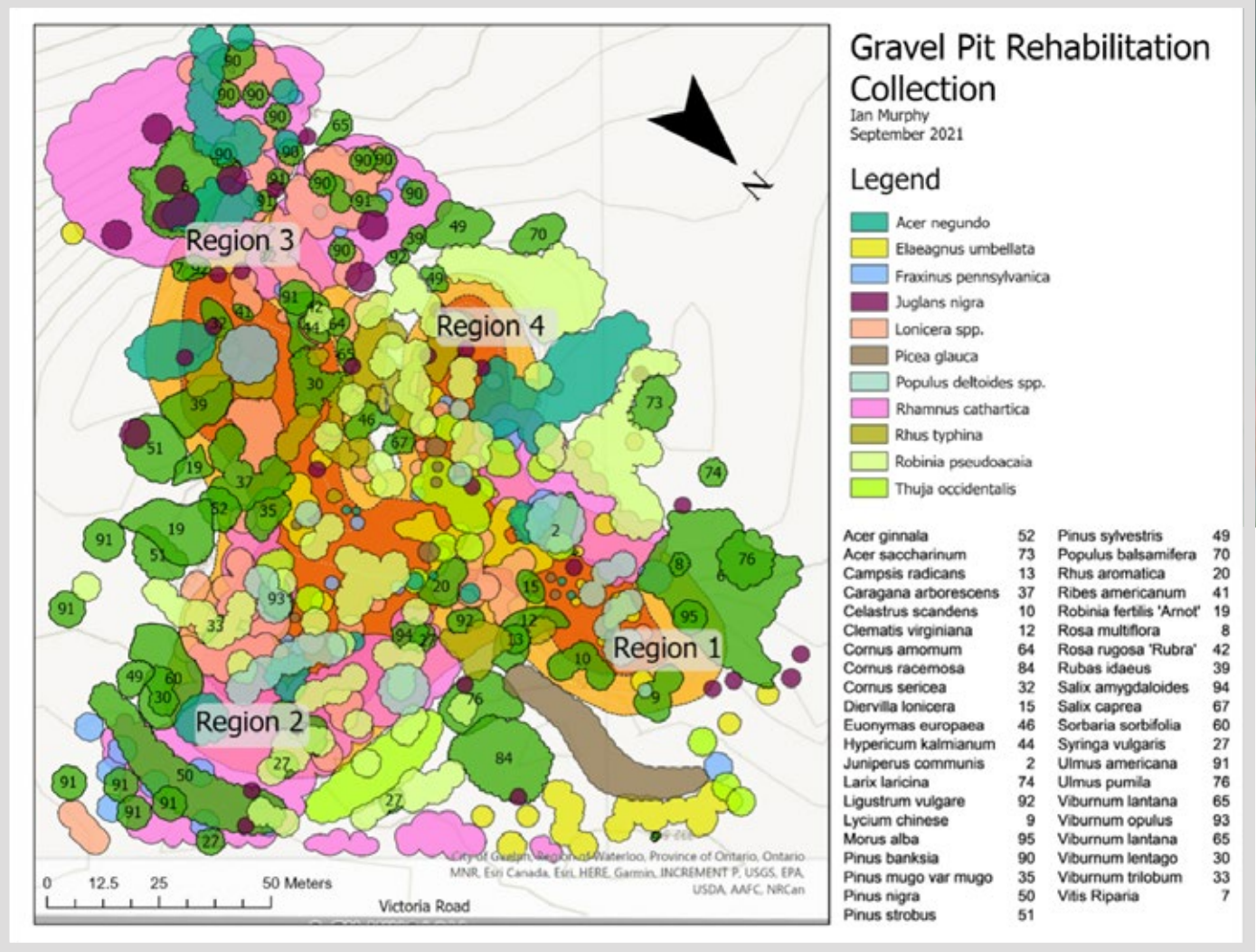


Figure 1: Map of the distribution of woody species in the Arboretum's rehabilitated gravel pit collection (2021). The most abundant species are uniquely colored, with the remaining species in green and labeled according to the original planting maps.

Next Steps

The TOARC Board of Directors have approved a second phase of this study to fill information gaps that were revealed in the initial study. The Arboretum research team will be completing a bio-inventory and comparative analysis at a legacy aggregate site that has naturalized without interventions. This will enable the team to compare species richness between the sites, as well as set up control and treatment areas for invasive species monitoring to examine the potential for naturalized sites to be self-sustaining.

In addition, the second phase includes having this innovative and award-winning reclamation project's story told in a Guelph Arboretum education video that will showcase what can be done when care, time and resources are devoted to a disturbed pit location.

Visit our website at www.TOARC.com for the full report and updates on this project!

NORTHERN ONTARIO AGGREGATES

Finding innovative ways to rehabilitate aggregate sites in Northeastern Ontario

In 2020, The Ontario Aggregate Resources Corporation (TOARC), initiated a research collaboration with Collège Boréal and Laurentian University to develop new strategies to improve the restoration of former aggregate sites in northeastern Ontario as current methods have yielded sub-optimal results in the region. It is suspected northern sites do not respond as positively to hydroseeding treatments as southern sites due to a harsher climate, but primarily due to a lack of available soil organic matter, a defining feature of the region's soil.

In addition to identifying the main limiters to reclamation, the project aims to utilize novel soil amendments, planting strategies, and earthwork techniques that will facilitate the restoration of biodiversity in disturbed legacy sites by promoting key ecosystem functions like nutrient cycling, carbon storage, resilience to disturbances and continuing to protect ground and surface waters. Another key goal is to develop reclamation protocols that can be commercially applied throughout the aggregate and mining sectors.

Working with TOARC, and in collaboration with industrial partners Pioneer Construction, Ethier Sand and Gravel, and Glencore's Sudbury Integrated Nickel Operations, the team has surveyed dozens of regional legacy sites, conducted a comprehensive greenhouse trial and has begun preparations for an upcoming field trial.

Initial patterns in legacy site surveys suggests these sites naturally revegetate over decades, if not centuries, but are often arrested due to continued human disturbance. Additionally, surveys suggest poor soil fertility and compacted structure hinder natural species recruitment even after sites have been hydroseeded. Amendments tested in the greenhouse trials target these limiting factors and include organic rich residuals from the forestry sector (e.g., blended sludge from a regional pulp and paper mill, wood ash from a regional biomass boiler), and locally produced compost and lime-treated municipal biosolids. The application of these residuals may allow for accelerated revegetation and the ultimate development of a resilient forest community. Each treatment was tested with two different tree species (i.e., yellow birch and trembling aspen) with a subset of individuals connected to a water collection system.

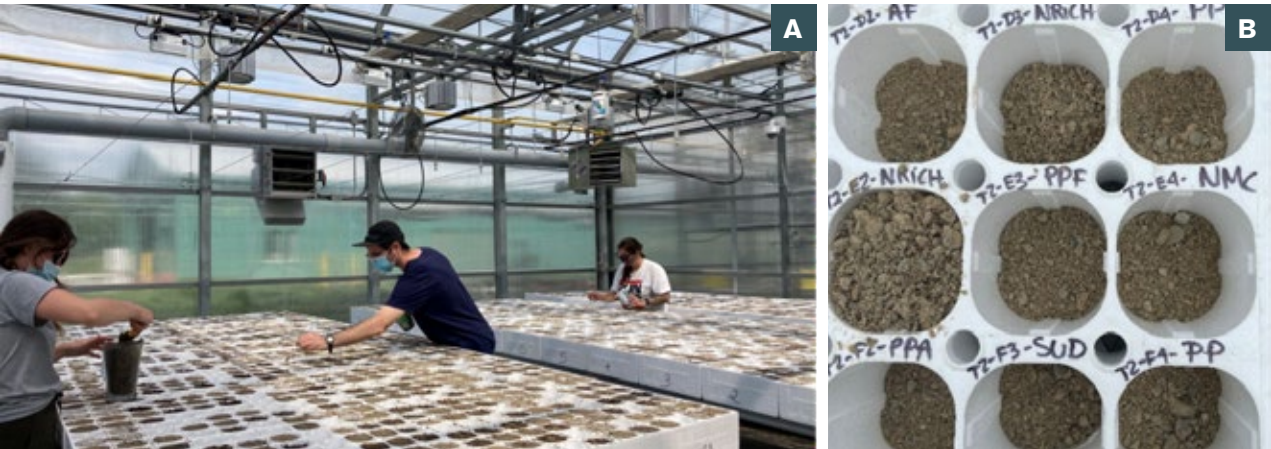
Initial trial results suggest blended pulp mill sludges improve seedling outcome, soil fertility and water holding capacity, as well as seed germination rate. In contrast, low organic treatments, like the renowned lime and fertilizer mix used to treat Greater Sudbury's acid damaged soils, produce poor to moderate response in seedlings.

Based on these findings the team is preparing field trials for summer 2022. The team will establish field-scale reclamation trials on the selected study site with refined organic amendments, planting regimes, and earthworks. The research team will characterize initial plant establishment and soil development, biodiversity, nutrient cycling and carbon storage and influences on water quality.

The findings of the project have vast potential and encompass numerous potential end users. Spanning from those interested in legacy site rehabilitation to all regional aggregate and waste rock producers, as well as other regions with similar surficial geology and climate nationally and globally. The protocols developed are focused on low-cost ecological solutions that improve long-term rehabilitation trajectories and a broad range of ecosystem services.



A: Student research assistants collecting gravel. **B:** Biodiversity technologist and student research assistant sifting gravel.



A: Student research assistants working with Laurentian University students to setup greenhouse trials using styroblocks with mosquito mesh to contain gravel while allowing drainage. **B:** Close-up of styroblocks with sifted gravel where each unit is half-filled with gravel and half-filled with a treatment except for the control (filled with gravel only).

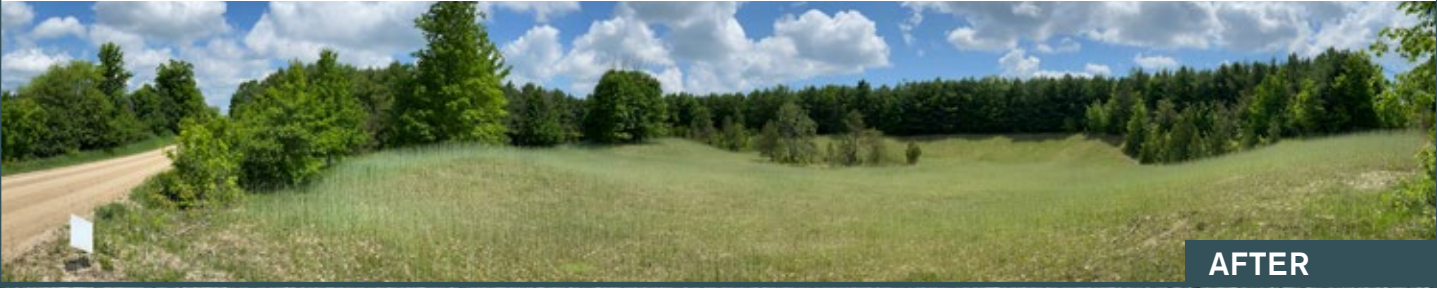


A: Tree growth at the end of the data collection period in November 2021. **B:** Close-up of a trembling aspen.

20-02d Walters Pit:

Project Statistics: ~9,580m². Volume of material moved ~5,680m³

The Walters Pit was a rocky site with a sparsely vegetated floor surrounded by sheer 5m faces that rose to a mature conifer forest. Not wanting to impact the established conifer forest, MAAP was restricted in source material and finished grade for the slopes. Test pits indicated the potential to recover an old stockpile of organic materials that had been overgrown in the decades since the site had been extracted from. Most of the material used for backfilling the pit faces was taken from the area adjacent to the roadway, thereby exposing local traffic to the progress of the transition from abandoned pit to grassland meadow. The newly discovered topsoil was recovered and thinly spread across the site. A biotic soil media and hardy seed mix was used to establish grasses over the site. Over time, this site will be unrecognizable as a former pit.



21-02b Govier Pit:

Project Statistics: ~6,630m². Volume of material moved ~3,100m³

The MAAP team were faced with several challenges at the Govier Pit. The steep topography did not readily lend itself to regrading, an unknown spring within the slope was disturbed while excavating, and halfway through the project torrential rains poured for four days straight. Tight modelling and excavation controls were set to exploit undulations across the site above the pit face to generate the required fill to grade the site. Complications arose when the natural spring was discovered, turning clay soils to an oozing mud while rain compounded the instability of the slope. The project was put on hold for a week to enable the site to dry and stabilize. While working around the still flowing spring, the site was completed and hydroseeded with a stabilizing media immediately after earth work. Vegetation quickly established and, with favourable precipitation over the summer season, the site not only stabilized, but thrived.

21-06a Foley Pit:

Project Statistics: ~15,665m². Volume of material moved ~6,975m³

The Foley Pit was a long linear pit face with a number of smaller pits within the area of work. This made it hard to observe the entire project from any one spot. To fit in with adjacent land uses, the site was graded to accommodate a grazing pasture where a gentle grade was of paramount importance. Extensive review of the site with the construction operator and landowner were completed to review the project parameters and discuss any concerns that they may have. Daily visits walking the site and discussing grading objectives and material management ensured the desired overall grade was achieved while ensuring organic soils were effectively utilized. Hydroseed material and rates were tweaked in consultation with the sub-contractor completing the work, which led to very quick seed germination. Despite a series of very heavy late season downpours, grasses had established and stabilized the topography with only minor rills being able to impact the site, rather than washouts that would require repair.



BEFORE



DURING



AFTER

Building the Future

TOARC has partnered with the Ontario Stone, Sand & Gravel Association (OSSGA) on the development of a Grade 9 curriculum program to be delivered in the geography program, **Issues in Canadian Geography** at secondary schools across the Province. The intent is to have the curriculum follow the life cycle of a pit or quarry: exploration and site selection, licensing and approval, opening a pit or quarry, operations at an active site, and finally rehabilitation. The goal is that upon leaving the program, students will have a deep understanding of how aggregate plays an integral role in building Ontario, and they will have been introduced to the variety of career opportunities that exist in the industry.

Curriculum development experts have been retained to research, write and pilot the program, expected to be ready for launch in September 2022. The first phase of the project, now completed, involved interviews with professionals in the aggregate industry. Each shared their careers and how they played an important role in the life cycle of a pit or quarry.

The program aims to make a lasting, unique contribution to informing households about the aggregate industry in a meaningful way where students experience all that goes into making the industry stewards of a scarce resource.



INDEPENDENT AUDITOR'S REPORT

FINANCIAL REPORTS

TO THE TRUSTEE OF AGGREGATE RESOURCES TRUST:

Opinion

We have audited the financial statements of Aggregate Resources Trust (the "Trust"), which comprise the statement of financial position as at December 31, 2021, and the statements of revenue and expenses and changes in fund balances, and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Trust as at December 31, 2021, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Trust in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Other Information

Management is responsible for the other information. The other information comprises the information, other than the financial statements and our auditor's report thereon, included in the 2021 Annual Report.

Our opinion on the financial statements does not cover the other information and we will not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information identified above and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit, or otherwise appears to be materially misstated.

The 2021 Annual Report is expected to be made available to us after the date of the auditor's report. If, based on the work we will perform on this other information, we conclude that there is a material misstatement of this other information, we are required to report that fact to those charged with governance.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Trust's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Trust or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Trust's financial reporting process.

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Trust's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Trust's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Trust to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.


BDO CANADA LLP

Chartered Professional Accountants, Licensed Public Accountants
Oakville, Ontario
April 14, 2022

	December 31 2021 \$	December 31 2020 \$
ASSETS		
CURRENT		
Cash	421,657	731,066
Due from Licensees and Permittees	398,325	487,791
HST recoverable	86,150	82,471
Prepaid expenses	31,180	19,995
TOTAL CURRENT ASSETS	937,312	1,321,323
Investments [note 2]	20,844,581	19,704,612
Capital assets, and Intangibles, net [note 3]	124,372	203,992
	21,906,265	21,229,927
LIABILITIES AND TRUST FUNDS		
CURRENT		
Accounts payable and accrued liabilities	175,390	165,824
Wayside permit deposits	70,200	39,000
Deferred Aggregate Resources Charges	33,555	9,456
Due to Governments	703,765	769,509
TOTAL LIABILITIES	982,910	983,789
TRUST FUNDS		
Rehabilitation Fund [see schedules]	19,116,182	18,335,624
Abandoned Pits and Quarries Rehabilitation Fund [see schedules]	1,807,173	1,910,514
TOTAL TRUST FUNDS	20,923,355	20,246,138
	21,906,265	21,229,927

The accompanying notes are an integral part of these financial statements.

On behalf of the Trust by The Ontario Aggregate Resources Corporation as Trustee:


Director


Director

For The Year Ended December 31	2021 \$	2020 \$
Revenue		
Investment income ^[note 2]	1,194,370	1,379,268
Unrealized changes in fair values	1,085,258	582,684
	2,279,628	1,961,952
EXPENSES		
Trust's expenses ^[note 6]	1,486,856	1,306,727
Amortization	97,761	111,071
Investment management fees	141,919	133,632
	1,726,536	1,551,430
EXCESS OF REVENUE OVER EXPENSES BEFORE THE FOLLOWING	553,092	410,522
Aggregate Resources Charges	37,235,522	34,733,699
Allocated to the Governments	(36,163,180)	(33,721,989)
Allocated to the Crown	(1,072,342)	(1,011,710)
Expenditures incurred in meeting the Trust purposes ^[see schedules]	(948,217)	(766,450)
DEFICIENCY OF REVENUE OVER EXPENSES FOR THE YEAR	(395,125)	(355,928)
Trust Funds, beginning of year	20,246,138	19,590,356
Funds reinvested by the Crown	1,072,342	1,011,710
TRUST FUNDS, END OF YEAR	20,923,355	20,246,138

The accompanying notes are an integral part of these financial statements.

For The Year Ended December 31, 2021	Aggregate Resources Fund \$	Rehabilitation Fund \$	Abandoned Pits and Quarries Rehabilitation Fund \$	Total \$
REVENUE				
Investment income ^[note 2]	—	970,623	223,747	1,194,370
Unrealized changes in fair value	—	982,848	102,410	1,085,258
	—	1,953,471	326,157	2,279,628
EXPENSES				
Trust's expenses ^[note 6]	—	852,723	634,133	1,486,856
Amortization	—	80,917	16,844	97,761
Investment management fees	—	128,527	13,392	141,919
	—	1,062,167	664,369	1,726,536
EXCESS (DEFICIENCY) OF REVENUE OVER EXPENSES BEFORE THE FOLLOWING	—	891,304	(338,212)	553,092
Aggregate Resources Charges	37,235,522	—	—	37,235,522
Allocated to the Governments	(36,163,180)	—	—	(36,163,180)
Allocated to the Crown	(1,072,342)	—	—	(1,072,342)
Expenditures incurred in meeting the Trust purposes ^[see schedules]	—	(110,746)	(837,471)	(948,217)
EXCESS (DEFICIENCY) OF REVENUE OVER EXPENSES FOR THE YEAR	—	780,558	(1,175,683)	(395,125)
Trust Funds, beginning of year	—	18,335,624	1,910,514	20,246,138
Funds reinvested by the Crown	1,072,342	—	—	1,072,342
Interfund transfer	(1,072,342)	—	1,072,342	—
TRUST FUNDS, END OF YEAR	—	19,116,182	1,807,173	20,923,355

The accompanying notes are an integral part of these financial statements.

For The Year Ended December 31, 2020	Aggregate Resources Fund \$	Rehabilitation Fund \$	Abandoned Pits and Quarries Rehabilitation Fund \$	Total \$
REVENUE				
Investment income ^[note 2]	—	996,519	382,749	1,379,268
Unrealized changes in fair value	—	531,333	51,351	582,684
	—	1,527,852	434,100	1,961,952
EXPENSES				
Trust's expenses ^[note 6]	—	760,372	546,355	1,306,727
Amortization	—	93,848	17,223	111,071
Investment management fees	—	121,880	11,752	133,632
	—	976,100	575,330	1,551,430
EXCESS (DEFICIENCY) OF REVENUE OVER EXPENSES BEFORE THE FOLLOWING	—	551,752	(141,230)	410,522
Aggregate Resources Charges	34,733,699	—	—	34,733,699
Allocated to the Governments	(33,721,989)	—	—	(33,721,989)
Allocated to the Crown	(1,011,710)	—	—	(1,011,710)
Expenditures incurred in meeting the Trust purposes ^[see schedules]	—	(80,012)	(686,438)	(766,450)
EXCESS (DEFICIENCY) OF REVENUE OVER EXPENSES FOR THE YEAR	—	471,740	(827,668)	(355,928)
Trust Funds, beginning of year	—	17,863,884	1,726,472	19,590,356
Funds reinvested by the Crown	1,011,710	—	—	1,011,710
Interfund transfer	(1,011,710)	—	1,011,710	—
TRUST FUNDS, END OF YEAR	—	18,335,624	1,910,514	20,246,138

The accompanying notes are an integral part of these financial statements.

For The Year Ended December 31	2021 \$	2020 \$
CASH FLOWS FROM OPERATING ACTIVITIES		
Deficiency of revenue over expenses	(395,125)	(355,928)
Add (less) items not involving cash		
Amortization	97,762	111,071
Unrealized changes in fair values	(1,085,258)	(582,684)
Realized capital gain on sale of investments	(450,554)	(273,849)
	(1,833,175)	(1,101,390)
Net change in non-cash working capital balances related to operations		
Due from Licensees and Permittees	89,466	(214,617)
HST recoverable	(3,679)	65,354
Prepaid expenses	(11,185)	11,395
Accounts payable and accrued liabilities	9,566	17,416
Wayside permit deposits	31,200	—
Deferred Aggregate Resources Charges	24,099	(5,439)
Due to Governments	(65,744)	165,782
CASH USED IN OPERATING ACTIVITIES	(1,759,452)	(1,061,499)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of capital assets and Intangibles	(18,141)	(3,417)
Purchase of investments	(1,310,137)	(871,057)
Proceeds on the sale of investments	1,705,979	1,047,615
CASH PROVIDED BY INVESTING ACTIVITIES	377,701	173,141
CASH FLOWS FROM FINANCING ACTIVITY		
Funds reinvested by the Crown	1,072,342	1,011,710
CASH PROVIDED BY FINANCING ACTIVITIES	1,072,342	1,011,710
NET INCREASE (DECREASE) IN CASH DURING THE YEAR	(309,409)	123,352
Cash, beginning of year	731,066	607,714
CASH, END OF YEAR	421,657	731,066

The accompanying notes are an integral part of these financial statements.

FOR THE YEAR ENDED DECEMBER 31, 2021

Project Number	Project Name	Approved Amount \$	Paid or Payable / (Recovered) \$
21-001	Rob Wall Pit, Renfrew County	77,000	77,000
22-001	Bruce Terry Pit, Frontenac County	13,698	13,698
21-002	Roseval Silica Inc., Sudbury County	4,400	4,400
	Miscellaneous expenses	—	(2,621)
	Education		
	Swinton Legacy Quarry rehabilitation research	—	—
	TOARC study of surrendered sites in Ontario – (eSurrender) *	58,837	5,819
	Student Rehabilitation Design Competition	12,000	10,650
	University of Waterloo - Aggregate Resources Planning Credit Course	1,800	1,800
	Variance to Budget	59,902	—
		227,637	110,746

* approved amount is the annual portion of an approved five-year project starting in 2015 totaling \$729,885

FOR THE YEAR ENDED DECEMBER 31, 2020

Project Number	Project Name	Approved Amount \$	Paid or Payable / (Recovered) \$
19-001	Donald Inglis Pit, Muskoka County	24,831	2,225
22-001	Bruce Terry Pit, Frontenac County	—	1,323
	SUMAC northern Revoked Inventories	31,880	31,880
	Miscellaneous expenses	3,452	3,452
	Education		
	Swinton Legacy Quarry rehabilitation research	—	—
	TOARC study of surrendered sites in Ontario – (eSurrender) *	53,995	7,826
	Student Rehabilitation Design Competition	12,000	11,506
	University of Waterloo - Aggregate Resources Planning Credit Course	12,500	21,800
	Variance to Budget	48,837	—
		187,495	80,012

* approved amount is the annual portion of an approved five-year project starting in 2015 totaling \$729,885
The accompanying notes are an integral part of these financial statements.

FOR THE YEAR ENDED DECEMBER 31, 2021

Project Number	Project Name	Approved Amount \$	Paid or Payable / (Recovered) \$
21-01a	Anderson Pit, Hastings County	28,388	28,388
21-01b	Hart Pit, Hastings County	21,164	21,164
21-01c	Thomas Pit, Peterborough County	80,336	80,336
21-01d	Bowen Pit, Peterborough County	8,443	8,443
21-01e	Lester Pit, Peterborough County	25,941	25,941
21-02a	Price Pit, Hastings County	15,548	15,548
21-02b	Govier Pit, Hastings County	29,410	29,410
21-02c	Pollatschek Pit, Hastings County	41,550	41,550
21-02d	Morton Pit, Hastings County	4,920	4,920
21-02e	Van dijk Pit, Hastings County	19,825	19,825
21-02f	Fyall Pit, Hastings County	17,960	17,960
21-02g	Patton Pit, Hastings County	2,430	2,430
21-03	McTaggart Pit, Hastings County	134,310	134,310
21-04a	McEacheron Pit, Kawartha County	12,060	12,060
21-04b	Bolla Pit, Kawartha County	38,625	38,625
21-05a	Callan Pit, Kawartha County	108,969	108,969
21-05c	Hope Pit, Peterborough County	28,610	28,610
21-05d	Snider Pit, Peterborough County	36,705	36,705
21-06a	Foley Pit, Kawartha County	69,126	69,126
21-06b	Denure Pit, Kawartha County	12,905	12,905
21-06c	Sebert Pit, Peterborough County	21,111	21,111
20-02a	Albrecht Pit, Grey County	744	744
	Drone lease	15,000	14,691
	Research costs	18,700	18,700
	Arboretum: Gravel Pit Rehabilitation 40-year later		
	Constraints on Northern Aggregate Pit Reclamation and Novel		
	Reclamation Strategies for Enhancing Biodiversity		
	and Ecosystem Functioning	90,000	90,000
	NSERC, Shared costs Mitigation Extraction through Afforestation	(45,000)	(45,000)
	Variance to budget	55,920	—
		893,700	837,471

The accompanying notes are an integral part of these financial statements.

FOR THE YEAR ENDED DECEMBER 31, 2020

Project Number	Project Name	Approved Amount \$	Paid or Payable / (Recovered) \$
18-01a	Wise Pit, Huron County	67,271	67,110
19-07	Swinton Pit, Simcoe County	10,140	10,140
20-01a	Riegling Pit, Huron County	22,366	25,994
20-01b	Reinhart Pit, Bruce County	9,300	10,186
20-01c	Metcalfe Pit, Bruce County	14,300	14,448
20-01d	Lang Pit, Bruce County	14,320	15,354
20-02a	Albrecht Pit, Grey County	30,500	30,648
20-02ai	Fortune Pit, Grey County	45,750	45,898
20-02b	Klages Pit, Grey County	5,224	5,224
20-02d	Walters Pit, Grey County	25,964	26,112
20-03a	Kaufman Pit, Grey County	8,620	9,205
20-03b	Bauman Pit, Grey County	44,775	44,775
20-03c	Smith Pit, Wellington County	16,160	16,308
20-04a	Schnarr Pit, Wellington County	10,428	10,428
20-04c	Horst Pit, Waterloo County	21,607	22,370
20-05a	Cyganek Pit, Halton County	56,000	56,568
20-05b	Anthony Pit, Wellington County	15,750	16,318
20-05c	Pollock Pit, Hamilton County	76,000	76,000
20-05d	Johnston Pit, Waterloo County	36,000	36,148
20-05e	Henhoffer Pit, Waterloo County	41,000	41,148
	Miscellaneous expenses	—	1,760
	Drone lease	15,000	15,350
	Research costs		
	Dr. Richardson – Mitigating Extraction through Afforestation	177,892	177,892
	NSERC, Shared costs Mitigation Extraction through Afforestation	(88,946)	(88,946)
	Variance to budget	78,525	—
		753,946	686,438

The accompanying notes are an integral part of these financial statements.

1. NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

FORMATION AND NATURE OF TRUST

Aggregate Resources Trust [the “Trust”] was settled by Her Majesty the Queen in Right of the Province of Ontario [the “Crown”] as represented by the Minister of Natural Resources [the “Minister”] for the Province of Ontario pursuant to Section 6.1(1) of the Aggregate Resources Act, R.S.O. 1990, Chap. A.8 as amended [the “Act”]. The Minister entered into a Trust Indenture dated June 27, 1997 [the “Trust Indenture”] with The Ontario Aggregate Resources Corporation [“TOARC”] appointing TOARC as Trustee of the Trust.

The Trust’s goals are: [a] the rehabilitation of land for which a Licence or Permit has been revoked and for which final rehabilitation has not been completed; [b] the rehabilitation of abandoned pits and quarries, including surveys and studies respecting their location and condition; [c] research on aggregate resource management, including rehabilitation; [d] making payments to the Crown and to regional municipalities, counties and local municipalities in accordance with regulations made pursuant to the Act; [e] the management of the Abandoned Pits and Quarries Rehabilitation Fund; and [f] such other purposes as may be provided for by or pursuant to Section 6.1(2)5 of the Act.

In 1999 the Trust’s purposes were expanded by amendment to the Trust Indenture to include:

(a) “the education and training of persons engaged in or interested in the management of the aggregate resources of Ontario, the operation of pits or quarries, or the rehabilitation of land from which aggregate has been excavated; and

(b) the gathering, publishing and dissemination of information relating to the management of the aggregate resources of Ontario, the control and regulation of aggregate operations and the rehabilitation of land from which aggregate has been excavated.”

In accordance with the Trust Indenture, TOARC administers the Trust which consists of three funds: the Aggregate Resources Fund, the Rehabilitation Fund and the Abandoned Pits and Quarries Rehabilitation Fund. TOARC is a mere custodian of the assets of the Trust and all expenditures made by TOARC are expenditures of the Trust.

Prior to the creation of the Trust, the Trust’s goals were pursued by the Minister and, separately, the Ontario Stone, Sand & Gravel Association [the “OSSGA”] formerly The Aggregate Producers’ Association of Ontario [the “APAO”]. Upon the creation of the Trust, rehabilitation security deposits held by the Crown, as represented by the Minister, were to be transferred to the Trust. In addition, the Crown directed the OSSGA to transfer, on behalf of the Crown, the Abandoned Pits and Quarries Rehabilitation Fund to the Trust. By December 31, 1999, the Minister and the OSSGA had transferred \$59,793,446 and \$933,485, respectively, to the Trust.

Pursuant to the Trust Indenture, TOARC “shall pay and discharge expenses properly incurred by it in carrying out and fulfilling the Trust purposes and the administration of the Trust [Section 7.02].

The Aggregate Resources Fund is for the collection of the annual licence and permit fees, royalties, and wayside permit fees [aggregate resources charges] collected on behalf of the Minister. Effective for the 2021 production year the annual licence/permit fees, permit royalty fee, wayside permit issuance and mining leases fees are as follows:

Charge	2021 Production	2020 Production
Class A Licence (private Land) or Aggregate Permits authorized to remove more than 20,000 tonnes annually	20.8 cents/tonne or \$724, whichever is greater	20.6 cents/tonne or \$718, whichever is greater
Class B Licence (private Land) or Aggregate Permits authorized to remove 20,000 tonnes or less annually	20.8 cents/tonne or \$361, whichever is greater	20.6 cents/tonne or \$358, whichever is greater
Wayside Permit (issuance fee)	20.8 cents/tonne or \$724, whichever is greater	20.6 cents/tonne or \$718, whichever is greater
Minimum Royalty	52.6 cents/tonne	52.2 cents/tonne

For production prior to 2017 all aggregate resources charges were collected and disbursed based on the legislation in effect at the time.

DISTRIBUTION:

Fees collected from licences, wayside permits and aggregate permits will be distributed approximately as follows:

- 3% to the Aggregate Resources Trust for rehabilitation and research
- 61% to the local municipality in which the site is located
- 15% to the upper tier municipality in which the site is located
- 21% to the Crown (minimum)

Royalties are paid to the Crown for use of Crown owned aggregate.

The funds reinvested by the Crown to the Trust from the Aggregate Resources Fund will be transferred within the Trust and used for the Rehabilitation Fund and the Abandoned Pits and Quarries Rehabilitation Fund. In addition, the Trust collects the royalty payments and annual fees related to aggregate permits and also disburses the funds to the Crown within six months of receipt.

The Rehabilitation Fund represents the rehabilitation security deposits held by the Crown, contributed by Licensees/Permittees, transferred to the Trust. The Trust has refunded approximately \$48.6 million as per the Crown's directions. The balance of funds will be used to ensure the rehabilitation of land where licenses and/or permits have been revoked and final rehabilitation has not been completed.

The Abandoned Pits and Quarries Rehabilitation Fund is for the rehabilitation of abandoned sites and related research. Abandoned sites are pits and quarries for which a licence or permit was never in force at any time after December 31, 1989.

The Trust's expenses [or Trustee's expenses] are the amounts paid pursuant to Article 7.02 of the Trust Indenture.

Pursuant to Section 4.01 of the Trust Indenture, the Trust's assets and the income and gains derived therefrom are property belonging to the Province of Ontario within the meaning of Section 125 of the Constitution Act, 1867 and, by reason of Section 7.01 of the Trust Indenture, the amounts paid by the Trustee pursuant to Article 7 are paid to or for the benefit of the Crown.

BASIS OF ACCOUNTING

The financial statements of the Trust have been prepared in accordance with Canadian accounting standards for not-for-profit organizations.

USE OF ESTIMATES

The preparation of financial statements in accordance with Canadian accounting standards for not-for-profit organizations requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from management's best estimates as additional information becomes available in the future. The financial statements have, in management's opinion, been properly prepared using careful judgment within reasonable limits of materiality and within the framework of the accounting policies of the Trust.

AGGREGATE RESOURCES CHARGES

Aggregate resources charges collected on behalf of the Minister are recorded upon receipt of a tonnage report from Licensees and Permittees. Aggregate resources charges are based on the tonnage produced in the preceding period by the Licensees and Permittees as reported by the Licensees and Permittees. Based

on the reported tonnage, if the calculated aggregate resources charges are zero or less than the minimum annual fee, minimum annual fee is charged and recognized.

Deferred Aggregate Resources Charges represents prepayments and overpayments of fees charged to Licensees and Permittees.

CAPITAL ASSETS AND INTANGIBLES

Capital assets and intangibles are recorded at cost less accumulated amortization. Amortization is recorded to write off the cost of capital assets and intangibles over their estimated useful lives on a straight line basis as follows:

Computer equipment	3 to 5 years
Computer software	3 to 5 years
Furniture and fixtures	5 years
Vehicles-Car	3 years
Vehicles-Truck	5 years

FINANCIAL INSTRUMENTS

Financial instruments are recorded at fair value when acquired or issued. In subsequent periods, equities and pooled funds traded in an active market are reported at fair value, with realized gains and losses and unrealized changes in fair values of investments recorded in the Statement of Revenue and Expenses and Changes in Fund Balances under investment income and unrealized changes in fair value respectively. All other financial instruments are reported at cost or amortized cost less impairment, if applicable. Financial assets are tested for impairment when changes in circumstances indicate the asset could be impaired. Transaction costs on the acquisition, sale or issue of financial instruments are included in the Statement of Revenue and Expenses and Changes in Fund Balances under investment income for those items remeasured at fair value at each statement of financial position date and charged to the financial instrument for those measured at amortized cost.

REVENUE RECOGNITION

Investment income is recognized in the period in which it is earned.

FOREIGN CURRENCY TRANSLATION

Foreign currency accounts are translated into Canadian dollars as follows:

Foreign currency assets and liabilities are translated into Canadian dollars by the use of the exchange rate prevailing at the year-end date for monetary items and at exchange rates prevailing at the transaction date for non-monetary items. The resulting foreign exchange gains and losses are included in investment income in the current period.

2. INVESTMENTS

Investments consist of the following:

	2021		2020	
	Fair Value \$	COST \$	Fair Value \$	COST \$
Pooled Funds	20,844,581	16,235,399	19,704,612	16,180,688

Investment income is broken down as follows:

	2021 \$	2020 \$
Interest income	324,205	628,516
Dividends	399,674	336,200
Realized capital gains	470,491	414,551
	1,194,370	1,379,268

Investment income of the Rehabilitation Fund includes interest earned on Aggregate Resources Charges collected on behalf of the Minister of \$119,079 [2020 - \$286,439].

The Trust manages market risk by diversifying investments in accordance with the Trust's Statement of Investment Policies and Guidelines ("SIP&G"). Investments are based on asset mix and risk management policies that are designed to enable to the Trust to meet or exceed its long term objectives with an acceptable level of risk, consistent with the SIP&G as approved by the Board of Directors. The Board of Directors has adopted a SIP&G in March 2021 for the Trust which sets out investments objectives, guidelines and benchmarks used in investing the Trust's assets, permitted categories of investments, asset mix diversification and rate of return expectations. The Trust's expected annual target rate of return is 5.25% plus CPI over a 4-year rolling period. The SIP&G target asset mix is comprised of four categories of assets. A set of benchmarks has been identified to measure against each category's annual rate of investment return. The Trust's investments were allocated within the allowable asset categories ranges, as of the date of the financial statements.

3. CAPITAL ASSETS AND INTANGIBLES

Capital assets consist of the following:

	Cost \$	Accumulated Amortization \$	2021 Net Book Value \$	Cost \$	Accumulated Amortization \$	2020 Net Book Value \$
Computer equipment	177,417	175,207	2,210	170,586	159,254	11,332
Furniture and fixtures	107,256	98,329	8,927	105,664	94,226	11,438
Vehicles	60,088	46,419	13,669	60,088	33,934	26,154
Leasehold Improvement	38,670	23,847	14,823	38,670	16,113	22,557
	383,431	343,802	39,629	375,008	303,527	71,481
INTANGIBLES						
Computer software	488,133	403,390	84,743	478,415	345,904	132,511
	871,564	747,192	124,372	853,423	649,431	203,992

4. COMMITMENTS

The Trust has entered into a number of Research Funding Agreements. The future annual payments, in total and over the next year, is as follows:

	\$
2022	123,000
2023	113,000
	236,000

5. LEASE COMMITMENTS

The future minimum annual lease payments (excluding HST) are as follows::

	\$
2022	95,581
2023	80,870
	176,451

6. TRUST'S EXPENSES

For The Year Ended December 31, 2021	Rehabilitation Fund \$	Abandoned Pits and Quarries Rehabilitation Fund \$	Total \$
EXPENSES			
Salaries and employee benefits	590,079	490,898	1,080,977
Professional fees	85,121	12,655	97,776
Data processing	43,711	20,536	64,247
Travel	26,965	49,678	76,643
Communication	20,656	18,945	39,601
Office	18,193	7,422	25,615
Office lease, taxes and maintenance	63,694	31,847	95,541
Insurance	4,304	2,152	6,456
TRUST'S EXPENSES	852,723	634,133	1,486,856

For The Year Ended December 31, 2020	Rehabilitation Fund \$	Abandoned Pits and Quarries Rehabilitation Fund \$	Total \$
EXPENSES			
Salaries and employee benefits	526,245	430,699	956,944
Board expenses	—	67	67
Professional fees	69,674	8,540	78,214
Data processing	38,450	21,168	59,618
Travel	15,223	22,868	38,091
Communication	24,564	21,903	46,467
Office	18,949	7,483	26,432
Office lease, taxes and maintenance	63,977	31,982	95,959
Insurance	3,290	1,645	4,935
TRUST'S EXPENSES	760,372	546,355	1,306,727

7. FINANCIAL INSTRUMENT RISKS

On March 11, 2020, the World Health Organization declared the outbreak of the coronavirus (COVID 19) pandemic resulting in economic uncertainties impacting the Trust's risks. At this time, the full potential impact of COVID 19 on the Trust is not known.

CREDIT RISK

Credit risk is the risk that the counterparty to a financial instrument will fail to discharge an obligation that is entered into with the Trust. The risk of default on transactions in listed securities is unlikely, as the trade will fail if either party to the transaction does not meet its obligation. The Trust also has credit risk to the extent that licensees and permittees receivables are not collectible. The Trust manages this risk by closely monitoring the outstanding balances for payment.

CURRENCY RISK

Currency risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in foreign exchange rates. The Trust is exposed to currency risk arising from the possibility that changes in foreign exchange rates will affect the value of its foreign currency investments. This risk has not changed from the prior year.

INTEREST RATE RISK

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Trust is exposed to interest rate risk arising from the possibility that changes in interest rates will affect the value of fixed income denominated investments (Note 2). This risk has not changed from the prior year.

LIQUIDITY RISK

Liquidity risk is the risk that the Trust encounters difficulty in meeting its obligations associated with its financial liabilities. Liquidity risk includes the risk that, as a result of operational liquidity requirements, the Trust will not have sufficient funds to settle a transaction on the due date; will be forced to sell financial assets at a value, which is less than what they are worth; or may be unable to settle or recover a financial asset. Liquidity risk arises from the Trust's accounts payable and accrued liabilities and due to Governments.

MARKET RISK

Interest rate risk arises from the possibility that changes in interest rates will affect the fair value of financial instruments. It arises when the Trust invests in interest-sensitive investments such as bonds and other fixed income investments.

Currency risk is the risk that the value of a financial instrument will fluctuate due to changes in foreign currencies.

The Trust invests in the units of pooled funds, which in turn invest in a diversified portfolio of assets. While the underlying investments of the pooled funds are susceptible to both currency and interest rate risk, the risk to the Plan is indirect in nature. Given the Trust is not directly holding any investments denominated in foreign currency or any interest-sensitive securities, the Plan has no direct exposure to currency or interest rate risk.

Other price risk is the risk that the value of financial instruments will fluctuate as a result of changes in market prices, other than those arising from interest rate risk or currency risk, whether those changes are caused by factors specific to the individual financial instrument or its issuer, or factors affecting all similar financial instruments traded in a market.

As a result of the COVID-19 pandemic, subsequent to year end there have been various factors that may have impacted the fair value of the underlying investments of the pooled funds. Many governments around the world have adjusted interest rates to mitigate the economic impact of the pandemic. The global economic uncertainty arising due to the COVID-19 pandemic has resulted in significant volatility in global foreign exchange rates subsequent to year end. In addition, this global economic uncertainty has resulted in significant volatility in the global and domestic equity markets. Accordingly, subsequent to year end there has been a negative impact on the fair value of the Trust's investments, increasing both credit and liquidity risk related to the financial instruments noted above.

8. Comparative Figures

Certain comparative figures have been reclassified to conform with current year's financial statement presentation.

To the Shareholder of The Ontario Aggregate Resources Corporation:

Opinion

We have audited the financial statements of The Ontario Aggregate Resources Corporation (the "Corporation"), which comprise the balance sheet as at December 31, 2021, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Corporation as at December 31, 2021 in accordance with Canadian accounting standards for private enterprises.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Corporation in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Other Information

Management is responsible for the other information. The other information comprises the information, other than the financial statements and our auditor's report thereon, included in the 2021 Annual Report.

Our opinion on the financial statements does not cover the other information and we will not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information identified above and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit, or otherwise appears to be materially misstated.

The 2021 Annual Report is expected to be made available to us after the date of the auditor's report. If, based on the work we will perform on this other information, we conclude that there is a material misstatement of this other information, we are required to report that fact to those charged with governance.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Corporation's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Corporation or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Corporation's financial reporting process.

continued on next page...

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Corporation's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Corporation's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Corporation to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.


We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

BDO CANADA LLP
Chartered Professional Accountants, Licensed Public Accountants
Oakville, Ontario
April 14, 2022

December 31	2021 \$	2020 \$
ASSET		
Cash	1	1
SHAREHOLDER'S EQUITY		
Share capital		
Authorized and issued, 1 common share	1	1
Retained earnings	—	—
Total shareholder's equity	1	1

The accompanying note is an integral part of these financial statements

On behalf of the Board:


Director


Director

NOTES TO FINANCIAL STATEMENTS

For the year ended December 31, 2021

Nature of operations and summary of significant accounting policies

FORMATION AND NATURE OF CORPORATION

The Ontario Aggregate Resources Corporation [the “Corporation”] was incorporated on February 20, 1997. The Corporation’s sole shareholder is the Ontario Stone, Sand & Gravel Association [the “OSSGA”] (formerly The Aggregate Producers’ Association of Ontario [the “APAO”]), a not- for-profit organization. The Corporation’s sole purpose is to act as Trustee of the Aggregate Resources Trust [the “Trust”]. On June 27, 1997, the Corporation and Her Majesty the Queen in Right of the Province of Ontario [the “Crown”], as represented by the Minister of Natural Resources [the “Minister”], entered into a Trust Indenture, appointing the Corporation as Trustee of the Trust.

In accordance with the Indenture Agreement, the Corporation manages the administrative expenses as Trustee of the Trust which consists of three funds: the Aggregate Resources Fund, the Rehabilitation Fund and the Abandoned Pits and Quarries Rehabilitation Fund.

The Trust’s assets managed by the Corporation, amounting to approximately \$20.2 million, are not included in the accompanying balance sheet. The beneficial owner of the Trust’s assets is the Crown.

The financial statements do not include an income statement or statement of cash flows as there is no activity recorded in the Corporation as all fees or costs are absorbed by the related Trust.

BASIS OF ACCOUNTING

The financial statements of the Corporation have been prepared in accordance with Canadian accounting standards for private enterprises.

AUDITS AND REVOKED STATUS

Production Reporting – Audit Program

TOARC, on behalf of the Trust, initiated an audit program in 2000 to monitor the completeness and accuracy of production reports submitted by licensees and permittees. The program is designed to educate licence and permit holders with respect to their obligations for record keeping under the Aggregate Resources Act in addition to assuring that aggregate production is being reported properly. The audit program is currently being reviewed by the TOARC Board regarding the selection process.

Since the inception of the program, TOARC has audited 1248 clients covering 3,426 licences and permits resulting in an additional \$1,754,588 of net aggregate resource fees collected.

Revoked Licences and Permits

Under Subsection (v) (i) of the Trust Indenture, TOARC has the responsibility for “the rehabilitation of land for which a Licence or Permit has been revoked and for which final rehabilitation has not been completed”. Since inception of the Trust, 117 licences and 276 permits have been revoked. In the case of licences, 110 have been rehabilitated or the files have been closed for other reasons. In the case of permits, 270 have been rehabilitated or closed for other reasons. To date the Trust has expended \$1,214,146 in net direct costs for rehabilitation of revoked sites.

PROFESSIONAL ASSISTANCE

BANKING INSTITUTION

Scotiabank®

AUDITORS

BDO Canada LLP

LEGAL COUNSEL

Blakes, Cassels & Graydon LLP

INVESTMENT ADVISORS


T.E. Investment Counsel Inc.

INVESTMENT MANAGERS

Burgundy Asset Management Ltd.
Mawer Investment Management Ltd.

SHAREHOLDER

Ontario Stone, Sand & Gravel
Association



Suite 103,
1001 Champlain Ave.
Burlington, Ontario
L7L 5Z4

TOARC.COM



Ministry of Health

Office of Chief Medical Officer
of Health, Public Health
Box 12
Toronto, ON M7A 1N3
Tel.: 416 212-3831
Fax: 416 325-8412

Ministère de la Santé

Bureau du médecin hygiéniste
en chef, santé publique
Boîte à lettres 12
Toronto, ON M7A 1N3
Tél. : 416 212-3831
Téléc. :416 325-8412

June 8, 2022

MEMORANDUM

TO: Sector Partners

FROM: Dr. Kieran M. Moore
Chief Medical Officer of Health, Ontario

RE: Chief Medical Officer of Health Class Order on Masking to Expire on June 11, 2022

I am writing to advise you that the [Class Order](#) (herein referred to as "Order") made on April 27, 2022 pursuant to Section 22 under Section 77.1 of the *Health Protection and Promotion Act* (HPPA) that required masking in certain settings will expire - as [originally communicated in April 2022](#) - as of **12:00 a.m. on June 11, 2022** (the first instant).

As such, wearing a mask or a face covering will **no longer be required by the Chief Medical Officer of Health order** in indoor areas of:

- Public transit including indoor areas and vehicles
- Hospitals, including private hospitals, and psychiatric facilities
- Other health care settings:
 - Clinics that provide health care services (doctors' offices, other medical offices, Community Health Centres, public health/immunization clinics, mental health clinics, etc.)
 - Laboratories and specimen collection centres
 - Independent Health Facilities (e.g., dialysis, birth centres, nuclear medicine)
 - Employees and contractors of home and community care providers
- Long-term care homes
- Retirement homes

- Congregate care settings that provide care and services to medically and socially vulnerable individuals
- Shelters

Though no longer required under a Chief Medical Officer of Health Class Order, masking will continue to be required in long-term care homes and retirement homes through other mechanisms. In addition, acute care and congregate care/living settings guidance continues to recommend masking in these settings.

Businesses and organizations may implement their own rules and policies related to masking within their settings, and with consideration to available and relevant infection prevention and control guidance. However, they must follow any applicable laws (e.g., Human Rights Code, *Occupational Health and Safety Act*) and should obtain independent legal advice should they consider doing so.

In settings without their own rules and policies related to masking, wearing one will become an individual or personal choice, and based on one's individual risk assessment that will consider their own health status. Individuals are encouraged to wear a tight-fitting, well-constructed mask if they feel it is the right choice for them.

People at higher risk for severe illness are encouraged to wear a mask for greater protection, particularly those who have not received all recommended doses of COVID-19 vaccine.

I will continue to monitor key indicators and the situation across the province to assess the need for public health and workplace safety measures as we navigate living with COVID-19. We should all be prepared that we may need to resume a requirement for mask wearing in indoor public spaces if a new variant of concern emerges, or potentially during the winter months when COVID-19 and other respiratory viruses are likely to circulate again.

As always, thank you for your continued partnership and collaboration.

Sincerely,

Original signed by

Kieran Michael Moore, MD, CCFP(EM), FCFP, MPH, DTM&H, FRCPC
Chief Medical Officer of Health

- c: Dr. Catherine Zahn, Deputy Minister, Ministry of Health
Carlene Alexander, Deputy Minister, Ministry of Seniors and Accessibility
Denise Cole, Deputy Minister, Ministry of Children, Community and Social Services
Douglas Jones, Deputy Minister, Ministry of Transportation
Kate Manson-Smith, Deputy Minister, Ministry of Municipal Affairs and Housing
Nancy Matthews, Deputy Minister, Ministry of Long-Term Care

From: IESO Engagement <engagement@ieso.ca>
Date: June 20, 2022 at 8:52:51 AM EDT
To: IESO Engagement <engagement@ieso.ca>
Subject: Discussion Session for Municipalities in July

Municipalities are invited to participate in the IESO's next **Long-Term RFP Community Engagement virtual discussion session on July 14 at 2:00 pm**. The session will continue the dialogue that began earlier this year to engage with municipalities in the development of a process to procure new supply to meet Ontario's future electricity needs.

Register for this July 14 engagement session in two parts:

[Register for Part I](#) to receive an update on the Long-Term Procurement Design (2:00 p.m. to 2:30 p.m.)

[Register for Part II](#) to join a targeted discussion with municipalities (2:30 p.m. to 4:00 p.m.)

(A separate, targeted discussion will also be held with Indigenous Communities.)

More details about the session will follow shortly including how municipalities can provide input into the procurement design and how best to prepare for next steps. Additional information can be found on the Long-Term RFP [community engagement webpage](#).

Municipalities are integral to the success of the long-term procurement process. Thank you to everyone that joined one of the first information sessions held in April 2022. We appreciate the feedback provided. This information helps to inform the procurement design and complementary outreach and engagement activities. Your feedback along with the IESO's response is posted on the dedicated [community engagement webpage](#).

For your additional information, the IESO recently released the Long-Term Request for Qualification (LT1 RFQ) intended to qualify applicants for the first Long-Term RFP (LT1 RFP) and the Expedited Process. This document is now available on the IESO's [website](#). Further details about the RFQ will be provided during the July 14 community engagement session. The LT1 RFQ submission deadline is July 30, 2022.

The IESO is committed to providing up-to-date, targeted information as they relate to the specific needs of Ontario communities. As part of this effort, we have updated the [Q&A](#) document to reflect the common themes from your questions received so far.

We look forward to continuing the dialogue at the next webinar on July 14. Please reach out with any questions that you may have about this initiative.

Thanks,
Sari Gerwitz
Community Engagement
IESO



Grand River Conservation Authority

Summary of the General Membership *General Meeting* – June 24, 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-06-22-52 - Inventory of Programs and Services Update
- GM-06-22-51 - Progress Report 1 - Ontario Regulation 687/21
- GM-06-22-55 - Financial Summary
- GM-06-22-54 - Foundation Member Appointments
- GM-06-22-58 - Township of Wilmot - Maintenance Agreement (amended)
- GM-06-22-59 - Township of Woolwich - Maintenance Agreement
- GM-06-22-56 - Conestogo Dam Bridge Deck Rehabilitation - DR22.027 Tender Award
- GM-06-22-C03 - Property Disposition - City of Guelph (closed agenda)

Information Items

The Board received the following reports as information:

- GM-06-22-53 - Cash and Investment Status
- GM-06-22-57 - Current Watershed Conditions

Correspondence

The Board received the following correspondence:

- Canadian Coalition for Invasive Plant Regulation regarding a request for support.

Source Protection Authority

The General Membership of the GRCA also acts as the Source Protection Authority Board. No meeting of the Source Protection Authority was held.

For full information, please refer to the [June 24 Agenda Package](#). Complete agenda packages and minutes of past meetings can be viewed on our [online calendar](#). The draft minutes of this meeting will be posted on our online calendar within 30 days of the meeting date, in accordance with the Conservation Authorities Act.

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'.

Grand River Conservation Authority

Report number: GM-06-22-52

Date: June 24, 2022

To: Members of the Grand River Conservation Authority

Subject: Inventory of Programs and Services Update

Recommendation:

THAT the update to the Grand River Conservation Authority's Inventory of Programs and Services be approved, circulated to all participating Grand River watershed municipalities, posted on the GRCA website, and submitted to the Ministry of Environment, Conservation and Parks in accordance with Ontario Regulation 687/21.

Summary:

Not applicable.

Report:

As a requirement under *Ontario Regulation 687/21*, the Grand River Conservation Authority (GRCA) developed an Inventory of Programs and Services based on the three categories identified in the Regulation. These categories include (1) Mandatory, (2) Municipally requested, and (3) Other (Authority determines are advisable).

In February 2022, the initial Inventory of Programs and Services was presented to the Board and circulated to all participating municipalities. To date, we have not received any comments or concerns on the initial Inventory.

On May 2, 2022, the Ministry of Environment, Conservation and Parks (MECP) hosted a workshop to provide feedback on all Conservation Authorities Inventories of Programs and Services. During this session, it was identified that any existing Memorandums of Understanding and/or Agreements should be identified in the Inventory. As such, Chart C (ii) Programs and Services Inventory Listing- Category 2- Information Requirements has been added to the Inventory of Programs and Services package. A copy of this new chart is attached to the report.

Once the revised Inventory of Programs and Services is approved, it will be circulated to all participating municipalities and the Ministry of Environment, Conservation and Parks. The revised inventory will also be posted on GRCA's website for public access.

Financial Implications:

Not applicable.

Other Department Considerations:

Not applicable.

Submitted by:

Samantha Lawson
Chief Administrative Officer

Programs & Services Inventory Listing - Category 2 - Information Requirements

GRAND RIVER CONSERVATION AUTHORITY

*Extract:**Ontario Regulations 687/21 - Transition Plans and Agreements for Programs and Services Under Section 21.1.2 of the Act**Section 6 Subsection 5 requirements*

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.

Department	Type of Agreement	Municipality	Date Signed
Resource Planning, Natural Heritage and Engineering			
Plan Review Services	MOA	County of Brant	February 10, 1999
Plan Review Services	MOU	City of Brantford	July 24, 2017
Plan Review Services	MOA	City of Guelph	April 1, 1997
Plan Review Services	MOU	Haldimand County	September 10, 2019
Plan Review Services	MOU	Region of Halton	July 16, 2018
Plan Review Services	MOU	Norfolk County	October 5, 2016
Plan Review Services	MOU	Region of Waterloo	September 10, 2019
Plan Review Services	MOU	Township of Southgate	July 1, 2017
Plan Review Services	MOU	Wellington County	November 1, 2017
Conservation Services-Rural Water Quality Program (RWQP)			
Rural Water Quality Program	Agreement	County of Brant	June 25, 2019
Rural Water Quality Program	Agreement	Region of Waterloo	November 25, 2020
Rural Water Quality Program	Agreement	County of Dufferin	December 14, 2017
Rural Water Quality Program	Agreement	County of Wellington	June 14, 2017
Rural Water Quality Program	Council Approval	Haldimand County	February 16, 2021
Living Snow Fence	MOU	County of Dufferin	April 20, 2016
Resource Planning - Natural Heritage Management			
ESA Habitat Compensation Agreement - Birkett Lane & Brant Park	Natural Heritage Habitat Agreement	City of Brantford	October 30, 2017

Grand River Conservation Authority

Report number: GM-06-22-51

Date: June 24, 2022

To: Members of the Grand River Conservation Authority

Subject: Progress Report #1- Ontario Regulation 687/21

Recommendation:

THAT Progress Report #1 be approved, circulated to all participating Grand River watershed municipalities, posted on the GRCA website, and submitted to the Ministry of Environment, Conservation and Parks in accordance with Ontario Regulation 687/21.

Summary:

Not applicable.

Report:

As a requirement under *Ontario Regulation 687/21*, the Grand River Conservation Authority (GRCA) developed and approved a Transition Plan (December 17, 2021) and Inventory of Programs and Services (February 28, 2022). The Inventory of Programs and Services is based on the three categories identified in the Regulation. These categories include (1) Mandatory, (2) Municipally requested, and (3) Other (Authority determines are advisable).

As required under Ontario Regulation 687/21 and identified in GRCA's Transition Plan, the GRCA is providing its first Progress Report. Under the Regulation the Progress Reports must include the following;

- Any comments or other feedback submitted by a municipality regarding the inventory
- A summary of any changes that the Authority has made to the inventory to address comments or other feedback- including a copy of the changed inventory and description of changes
- An update on the progress of negotiations on agreements with participating municipalities
- Any difficulties that the Authority is experiencing that might affect the ability of the Authority to complete the transition plan milestones

Progress Report Details

1) Municipal Comments/Feedback:

- To date, staff have met with all participating municipalities to provide background and information on new regulations and associated requirements. At this time, staff have not received any formal comments or concerns from the participating municipalities regarding the Inventory of Programs and Services (dated Feb. 28, 2022).

2) Summary of Changes to Inventory of Programs and Services:

- Through report GM-06-22-52, the Inventory of Programs and Services has been updated to include existing Memorandums of Understanding and/or Agreements with participating municipalities. Chart C (ii) Programs and Services Inventory Listing- Category 2- Information Requirements has been added.

- 3) Update on Progress of Negotiations with Participating Municipalities on Category 2 Programs and Services:
- At this time, the GRCA is on track with the schedule identified in the GRCA's Transition Plan.
 - GRCA will be hosting virtual webinars in the near future for watershed municipalities to detail Category 2 programs and services.
 - GRCA staff are also working on developing a draft template for the Memorandum of Understanding for Category 2 Programs and Services.
 - GRCA staff will continue to work with neighboring Conservation Authorities (where possible) to help streamline the process of negotiations with shared participating municipalities on Category 2 Programs and Services.
- 4) Difficulties Reaching Transition Plan Milestones:
- At this time, there have not been any difficulties identified in meeting transition plan milestones.

Once the Progress Report is approved, it will be circulated to all watershed municipalities and the Ministry of Environment, Conservation and Parks. The Progress Report will also be posted on GRCA's website for public access.

Financial Implications:

Not applicable.

Other Department Considerations:

Not applicable.

Submitted by:

Samantha Lawson
Chief Administrative Officer

Seniors Active Living Fair Funding Letter of Agreement

between

**Older Adult Centres' Association of Ontario (OACAO)
P. O. Box 65, Caledon East, Ontario L7C 3L8
(The Grantor)**

and

**Township of Southgate Seniors Advisory Committee
185667 Grey Road 9, Dundalk, Ontario N0C 1B0
(The Grantee)**

OACAO

**The Voice of Older Adult Centres
La voix des centres pour aînés**

Funding provided by:



Please read and sign this Letter of Agreement (LOA) carefully. It outlines the expectations of the Older Adult Centres' Association of Ontario (OACAO) for the Grantee and the Grantee obligations. It also ensures that the Grant benefits are used for the purpose outlined in the Grantee's request for funding. By signing the LOA, the Grantee agrees to the following Terms and Conditions.

Project

In-Person Seniors Active Living Fair Funding – up to \$2,500

Use of Grant Funds

Grant funds may only be used for the exclusive purpose to run a Seniors Active Living Fair as it is described in your Financial Budget submitted with your grant application. Changes in your Grant Budget **must be approved** by the OACAO office. Grant funds are not to be used by or for any organization or individual other than expenses specified in your approved Financial Budget.

All Fairs Projects must be completed by February 28, 2023.

Any unspent Grant funds must be returned to the OACAO by March 31, 2023.

OACAO Responsibilities

The OACAO (the Grantor) will:

- Approved applicants will receive their first cheque 75% of the Grant approximately one month prior to the Fair date.
- Provide a Seniors Active Living Fairs Handbook in order to help guide and educate staff and volunteers hosting the Fairs (English and French).
- Provide access to the MSAA's Age-Friendly Community Remote Events Planning Resource.
- Promote approved Fairs on OACAO website and Social Media accounts.
- Zoom training resources for Virtual Fair Hosts (English and French).
- An OACAO representative will attend the Fair. (subject to availability)
- Provide Evaluation Questions (English and French).
- Provide a Final Report package (English and French).

Seniors Active Living Fair Host Organization Responsibilities

The Seniors Active Living Fair Host Organization (the Grantee) will:

- Establish an Organizing Committee that will be responsible for the development and operation of the Fair.
- Display the Ministry for Seniors and Accessibility and the OACAO logos on all promotional material. **Guidelines will be provided** in the Seniors Active Living Fair Host Handbook and must be followed.
- Provide the OACAO with a digital copy of your Fair Flyer, at least 30 days in advance of your Fair, to be posted on the OACAO website and social media accounts.

OACAO

The Voice of Older Adult Centres
La voix des centres pour aînés

- Deliver content/programming for a minimum of 4 hours in length (Both Virtual and In-person Fairs).
- For Virtual Fairs only, event can be scheduled over multiple days within a 7-day period.
- Provide the Fair for FREE for older adults, seniors, care partners and the public to attend.
- For In-person Fairs only, provide free healthy snacks during the fair for participants and exhibitors.
- Organize Presentations/Seminars on important topics for older adults. (2 – 4 minimum)
- Organize Demonstrations and/or Health Clinics of active living or healthy eating. (1 – 2 minimum)
- For Virtual Fairs only, engage Partners and/or Stakeholders by way of short presentations and distribution of digital literature for participants. (3 – 4 minimum)
- Distribute Materials/Provincial Publications and other materials of interest and relevance to the participants (digital access and consideration of printed copies if available for those who request them). (4 – 5 different resource materials minimum)
- For In-person Fairs only, organize a Trade Show with a balanced representation of both non-profit organization, government agencies and for-profit agencies (if applicable). (10 – 15 exhibitors minimum)
- Invite the Local MPP's, other VIPs to participate i.e., Minister for Seniors and Accessibility.
- Submit digital pictures of the Fair, which will be shared with the Ministry for Seniors and Accessibility.
- Complete a Fair Statistical Report within 30 days of the completion date of the Fair.
- Submit a Summary of Evaluation findings with their final reports within 30 days of the completion date of the Fair. The brief Survey Form will include MSAA provided participant demographic and outcome measures and other brief questions to show the impact of the Fairs.
- Secure adequate liability insurance.
- All Fairs Projects must be completed by February 28, 2023.

For Virtual Fairs:

- Use a virtual video event platform with teleconference capability.

For In-Person Fairs:

- Contact local Public Health Authority for local COVID-19 protocols and ensure that COVID-19 safety measures are in place, modify delivery model as needed to ensure safety of participants, staff, volunteers, exhibitors and presenters.
- Provide free Exhibitor space at the Trade Show for the OACAO and Ministry for Seniors and Accessibility representatives.

The OACAO is responsible for providing a Final Report including statistics, impact and financial review to the Government of Ontario at the end of the full project. We therefore require full compliance with the terms and conditions listed in the signed Letter of Agreement.

Seniors Active Living Fair Project Questions

Questions can be directed to Lina Zita, Development and Marketing Coordinator at coordinator@oacao.org or call 905-584-8125 or toll free 1-866-835-7693.



**South East Grey
Community Health Centre**



Annual Report

2021-22

We are grateful for the ongoing support and funding received from the Ministry of Health and Ontario Health West (previously known as the South West Local Health Integration Network).

We thank our many financial supporters including:

Canada Food Centre \$40,000

CIRF Funding \$315,903

Community Foundation Grey Bruce \$5,000

Percy & Carol Endowment Fund with Community Foundation Grey Bruce \$1,691

Flato Development Inc. \$50,000

Grey Bruce Public Health (Dental Office) \$54,498

Grey County \$29,613

Ontario Trillium Foundation \$125,300

Municipality of Grey Highlands \$50,000

Rotary Club of Markdale \$2985.99

Township of Melancthon \$5,000

Township of Southgate \$25,000

United Way \$3,000

In addition to grants, we received \$16,619.54 in donations from individual donors in our community.

The financial gifts from these individual donors enable us to help many patients, clients and individuals through the delivery of our programs, or by covering medical expenses they couldn't otherwise afford.

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Message from the Board Chairperson

It gives me great pleasure to inform you that the SEGCHC is still a top tier performer- highest performing Community Health Centre in Ontario at the lowest cost per patient visit, even with a pandemic to contend with - an achievement to be envied by any organization in any field! And we continue to grow, with the sod turning for the expansion of our new facilities in Dundalk, attended by Premier Doug Ford and MPP Bill Walker, (a staunch supporter and great friend of the CHC). This new build will replicate what exists in Markdale, thus growing our services in this rapidly expanding region. Meanwhile, the Markdale centre has undergone extensive interior renovations and has been transformed into a regional Health Hub - an all-in-one health care provider situated close to a brand new Urgent Care facility currently being constructed.

Given that we are number one in the province, it should come as no surprise that over the past two years of unprecedented adversity presented by the COVID-19 pandemic, the South East Grey Community Health Centre has risen to the challenge and once again exceeded all expectations. With the limited budget that we have to work with, a budget unchanged over the years, the outstanding staff of the Health Centre continue to work miracles taking care of this community's health care needs. With a requested additional \$1.4 million added to the budget, the CHC could eliminate our patient waitlist, but this funding has not yet been approved - a year and still waiting. Adequate funding of Primary Health Care is a priority to fixing our healthcare crisis; at this time within Grey Bruce County there are no doctors or nurse practitioners taking on new patients leaving thousands without a Primary Care provider.

I would mention at this time the loss of Board members this past year. To Aakash Desai, Deputy Mayor, our thanks for your insights. To Rick Byers, former Vice Chair of the Board, a hearty congratulations on becoming the new MPP for the region and a fitting legacy of Bill Walker. And finally to Jim Harrold, former Board member extraordinaire - your knowledge, expertise and counsel will be impossible to replace in one person. To all, my sincerest thanks.



Larry Mann, Chairperson
SEGCHC Board of Directors

To Our Stakeholders

It is somewhat daunting to consider the fact that we have now lived and managed through two years of a worldwide pandemic. It has certainly taken its toll on many of us, we see people who are weary and frustrated of precautions; many are anxious about whether or not they will become infected and possibly infect others and cause them harm. Throughout all of this, I could not be more proud of our CHC team. Our clinic has remained open and accessible to our patients throughout the entire pandemic, which is a testament to the level of care, and dedication our team exhibits day in and day out. We have operated with a hybrid model of in-person and virtual care, which has been embraced, by both our practitioners and our patients. This approach has enabled us to maximize accessibility to care and at the same time, to keep all of us safe. With all of the challenges and precautions, it might be easy to lose sight of our goals and I am very pleased to report this has not happened - we continue to perform at a very high level despite the many obstacles and challenges that we have encountered. It is truly a privilege to be part of this team - my heartfelt thank you and appreciation to all of our staff and the many volunteers who help our organization deliver the incredible support that helps our communities stay vibrant.



Alex Hector, Executive Director



Alex Hector, Executive Director & Paul McQueen, Mayor of Grey Highlands at the 10th Anniversary Celebration

Operations

A Review of our Strategic Planning and Priority Status

2021-22 was once again dominated by the pandemic, however South East Grey Community Health Centre was able to continue to provide high-quality primary care and community programs paired with our pandemic related efforts. Throughout the year, the CHC provided a hybrid model of virtual and in person appointments and programs at our locations in Chatsworth, Dundalk and Markdale.

Despite the unprecedented challenges caused by the pandemic, the primary care team has exceeded even the highest of expectations by providing 51,700 service provider interactions and establishing a 96% cancer screening rate across the board. Further, our panel size sits at 7616, which represents a full practice.

SEGCHC continues to be committed to providing the best services possible without undue duplication. Our programs and services have always been based on the social determinants of health, and will continue to be so in the future. This year our Board and Staff undertook a revamp of our Strategic Plan. For 2021-25 the SEGCHC Board and staff have identified the following strategic priorities:

- Build on our strengths
- Focus on marginalized or vulnerable population through health equity
- Develop a branding and communications strategy
- Determine our role in the Ontario Health Teams

Mission: To help people and communities achieve health and well being

Vision: Healthy people, vibrant communities.

The South East Grey CHC Board is very proud of the following accomplishments:

- We celebrated our 10 year anniversary in October 2021
- Our continued quick response to the pandemic:
 - Provided 51,700 interactions to keep our patients safe
 - Maximized Virtual Care capabilities which represents about 15% of our total visits
 - Increase in our homecare visits
 - Provided over 5,100 COVID-19 vaccinations delivered during the period of April 1, 2021 to March 31, 2022
 - The CHC remained open and staff morale remained high
- Our YUM program provided over 6,000 food parcels to many families with food security issues during the outbreak.

- Continued renovating our Markdale location including finished our new community gym and change room. Completed the classroom space. Created a new lobby and reception area. Repurposed the old gym space to accommodate a staff lunchroom and a “Community Closet”.
- \$275,000 planning grant received from the Ministry and obtained a land lease agreement with Southgate and received an expression of interest from seven partner organizations to co-locate.



Premier Doug Ford, representatives from the CHC & community members at a ceremonial sod turning in Dundalk.

Community Initiatives

The past year has been a busy time for the South East Grey Community Health Centre as we relaunched over 40 different community programs with careful consideration to COVID-19 safety protocols. The team delivered a total of 755 sessions to over 8,400 community members. Among those programs is the Community Café program, which resumed on Wednesday mornings at Erskine. The Community Café is an opportunity for community members to stay for coffee, light breakfast and socialization. Other community members participate in the Breakfast-to-Go option. Walking programs have resumed in Markdale, Flesherton and Dundalk. Other community programs include: Chair Fitness, Check-In & Chat, Yoga, 2S-LGBTQQIAP+ Connection, Outdoor Walking, Community Volunteer Income Tax Program, Seniors Ask, Tai Chi, Coffee & Social Time and Pickleball. Where possible, the CHC offers a hybrid option of in-person and virtual classes.

The YUM (Your Unique Meal) program - a FREE frozen meal program, supported over 3,800 individuals and families last year through the generous support of community members and community partners. Other community food programs included: Good Food Box, Community Gardens, Family Casserole Program and *FoodFit*, a 'hands-on' 12-week program for people living on low incomes who experience barriers around healthy eating and physical activity but who are motivated to make lasting changes to their health.

The South East Grey Community Health Centre continues to partner with community organizations to deliver quality programs onsite and in the community. The Alzheimer Society Grey Bruce is once again hosting Minds in Motion®, a community-based social program that incorporates physical and mental stimulation for people with early to mid-stage Alzheimer's disease or other forms of dementia and their care partners.

The Upper Grand District School Board continues to offer the Skills Upgrading Program at Erskine – designed to help build skills in reading and writing, to move on to employment, high school credits, apprenticeship programs, or post-secondary education such as college programs.

The Grey Bruce Health Unit is back onsite to deliver preventative Healthy Smiles Ontario, a free dental program for eligible children and youth 17 and under. The dental suite was also renovated to support the Seniors Dental Care Program- a free, routine dental care for eligible seniors 65 years or older.

With funds from The Ontario Trillium Foundation -Resilient Communities Fund, the South East Grey Community Health Centre completed renovations on the new Community Gym and hosted a grand opening on October 1, 2021. The new gym space is equipped with bright windows, a new HVAC air exchange system, change rooms and a shower space, which will be added later this year. The Community Classroom was also completed and includes an audio-visual suite for health teaching, workshops and community meetings.

In July 2021, Team Rubicon, an international disaster response team of military veterans, first responders and medical professionals arrived in Chatsworth to provide clean-up assistance in the aftermath of a tornado. The South East Grey Community Health Centre supported the team with full access to shower, bathroom and internet facilities for the duration of their stay.

The Community Engagement and Health Promotion team continues to deliver a variety of programs and services to meet the diverse needs of our community. We would like to take the opportunity to acknowledge and thank our community partners for their coordination, transportation and provision of in-kind donations of food and toiletries for our food and hamper programs: United Way of Bruce Grey, O-

Share, Second Harvest, Creamery Hills Farm-Owen Sound, Common Grounds-Dundalk, Pet Valu-Markdale and the Van Geem Family in Durham.



The newly constructed community gardens at the Markdale site.

Finance/Administration and IT

Information Technology Update

SEGCHC held 27 Ontario Telemedicine Network (OTN) sessions last year. In addition to patient care, OTN facilitates the delivery of distance education and meetings for health care professionals and patients. We continue to do frequent OTN consultations at the CHC with Specialists from all over Ontario.

The CHC has implemented a virtual care strategy into our daily practice. Virtual care encompasses all the ways healthcare providers interact with their patients and allows them to treat and access patients remotely using telemedicine, live video and/or telecommunication. This does not replace the need for face-to-face visits but does provide options to patients and/or providers.

SEGCHC is working on adopting technology to automate the process of reminding patients about their appointments with Ocean Software. Appointment reminders can reduce the risk of no-shows, help patients arrive more prepared, and increase operational efficiency within the clinic.

We are also exploring incorporating a Demographic Review Form and/or Check-In Kiosks where patients can privately review and change their own information at home or in the waiting room. This can improve the overall accuracy of patient contact information, and help ensure reminders are sent to the right

place. This will also give us the opportunity to share surveys with patients to assist with patient satisfaction and/or assist us with Quality Improvements initiatives.

Financial Report and Update

The Audit Plan was prepared and an interim audit was completed in December 2021 and a year-end audit was completed in May 2022.

We are required to put our need for Auditors to request for proposal every 5 years. Baker Tilley has done a very good job for us and we are now welcoming BDO Hanover as our new Auditors.

Accreditation

Through-out the year, staff worked toward preparing for our accreditation site visit, which took place in May 2022. Staff, Board of Directors, Clients and Volunteers played an important role in preparing for accreditation. We would like to acknowledge and thank everyone for their contribution and commitment to high quality care and community service.

The review was conducted by the Canadian Centre for Accreditation (CCA) which offers a third-party review process that is tailored to community-based organizations. CCA accreditation is based on widely-accepted best practice standards that promote ongoing quality improvement and responsive, effective community services.



Staff members on Pink Shirt Day, February 2022 in support of anti-bullying. L to R: Amy Graham, Sarah Ellis, Bethany Jago, Melissa Johnson, Theresa Baker, Lindsay Boyd and Mary Weber.

Recognition

Volunteers

SEGCHC would like to recognize the 41 volunteers that have continued to support the CHC programs throughout the last year. These 41 volunteers provided 1077 hours of volunteer service. Thank you to all of our volunteers, we are so grateful for your ongoing support and dedication.

Employee Long Service Recognition

SEGCHC would like to acknowledge the following staff members who received their 10 year service recognition in 2021-2022:

- Theresa Baker, Operations Manager
- Susan Boulanger, Nurse Practitioner
- Lindsay Boyd, Office Administrator
- Crystal Ferguson, Health Promoter
- Tracey Wickens, Medical Administration

Other Employee Milestones

A special thanks to the following employees who retired in 2021/22:

Allan Madden, Chief Executive Officer of the South East Grey Community Health Centre, retired in January 2022. Allan is the founding Executive Director of the Community Health Centre and has been with the organization for 10 years. Under Allan's leadership, the South East Grey Community Health Centre assembled a formidable team of health and community professionals and went from being the newest CHC in the province, to becoming the top-performing CHC in all of Ontario, year over year. Allan would attribute this success, back to the team and was often overheard saying, "I just step aside and let this great team do their best work". Allan forged strong community partnerships that resulted in an onsite health hub in Markdale and Dundalk, giving community members ease of access to the care they need under one roof.

Penny Pedlar, Clinical Director at the CHC retired in January 2022. Penny joined the CHC in 2014 and has since led the primary care team to excellence. Throughout her tenure, Penny continued to serve her client base as a highly-skilled Nurse Practitioner, while also providing mentorship to new and veteran team members. As a hands-on Clinical Director, Penny would "walk the talk". She worked with some of our most vulnerable client populations and understood that we offer the best client-centered care when we treat the "whole person", which includes everything from physical and mental health, to nutritional and financial health. When the pandemic hit, Penny was once again our rock, unwavering in her commitment to client care and providing the same strong and stable clinical foundation to the team at the CHC.

Betty Ann Pringle, a long-standing member of the Medical Administration team at the CHC, retired in December 2021. Betty Ann joined the CHC in 2014 and has been a strong, contributing team member, ever since. While not always in a public-facing role, Betty Ann often worked 'behind-the-scenes' in medical

records. She was a constant for the CHC team and was always willing to help out, and always with a smile. Betty Ann was a strengths-focused team member and provided valuable input and improvement ideas as the CHC evolved and blossomed into the health center it is today. Team members recall Betty Ann's running days and the inspiration she gave others with her marathons, half-marathons and other running adventures.



Santa dropped by to help with COVID-19 vaccinations for children. Special thanks to Santa, Nick Saunders! Pictured with Penny Pedlar and two of her grandkids, Reese and Sam.

A Report from our Director of Clinical Services

As the pandemic progressed throughout 2021 and into 2022, so did the services and programs offered by the clinical team at the CHC. With each new phase of the pandemic and each new disease variant, the

way in which services were offered were different. Staff continued to see clients in the clinic, protected by appropriate screening protocols and through the use of PPE.

The year began and ended with a focus on COVID-19 vaccines. Vaccines are a wonderful preventative health measure to control the spread of the COVID-19 virus. The vaccine was rolled out by the Ontario Ministry of Health according to age and risk categories, beginning with those most vulnerable to the impacts of COVID-19.

At the CHC, regular clinics were offered weekly in Markdale and Dundalk Sites. As more clients became eligible, frequency and duration of the clinics increased.

Special clinics were offered for our pediatric clients aged 5-11 years in December and included a special visit from Santa to ease the anxiety for children getting a needle.

Clinics were also held over the holiday season to meet the demand for COVID-19 booster doses. Staff rose to the challenge of offering booster doses and vaccinated over 550 people during two clinic days. Workplace clinics were also held for employees of Chapman's Ice Cream.

Over 5100 doses of COVID-19 vaccine were provided by SEGCHC staff from April 2021 to March 2022. Thank you to all clinical staff and support staff who helped to make all the COVID-19 vaccine clinics such a success.

In addition to COVID-19 vaccines, clinical staff continued to offer virtual and in-person visits to the rostered caseload in Chatsworth, Dundalk and Markdale sites. SEGCHC was one of very few clinics in Grey Bruce which continued to offer in-person visits for the duration of the pandemic. We are very proud of the commitment of our Nurse Practitioners, Medical Doctors, Nurses and reception staff who provided hands on care during this time. The clients appreciated the in person care and the clinic became a welcoming place for all during a time of intense isolation and fear.

Virtual care will remain as part of the toolkit of programs and services offered by the CHC on an ongoing basis. There are many lessons learned from the pandemic and an important one is that virtual care fills an important gap in services for clients who may otherwise be unable to access the CHC in person for appointments.

Panel size grew to 7616 rostered patients and our practice is now full. The number of Patients in need of Treatment (PINOT) increased as the CHC offered COVID-19 vaccines to all community members' not just rostered clients. Number of 3972.

MSAA targets were achieved and exceeded in 2021/22.

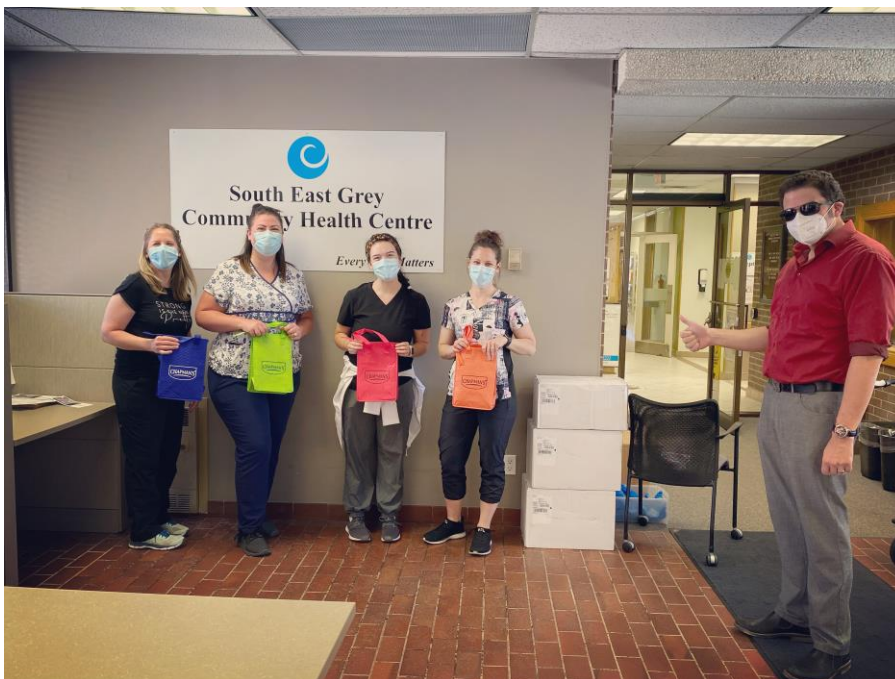
Foot care services continued to be offered by our in-house Chiropodist throughout the pandemic. The foot care program continues to see increased demand for services including a significant waitlist. This

waitlist will be addressed during the next fiscal year to ensure that all client's requiring foot assessments and hands on foot care are seen by the appropriate provider in a timely fashion.

CHC continued our partnership with Participation Lodge Grey Bruce and offered primary care to 18 developmentally delayed individuals living at that facility. We have also partnered with local specialists to enhance the care we can provide to CHC clients including: Dr. Terry Smith, Internist, Dr. Morrison, Psychologist, Dr. Ostrander, Complex Medicine, Dr. Donald Cole, Environmental Medicine and Occupational Health Specialist, and Dr. McCall, Orthopedics. We look forward to continuing to build our partnerships in 2022/23 by further collaborating with Grey Bruce Health Services to bring child psychiatry services and Rapid Access Addiction Medicine services to SEGCHC.

We look forward to re-launching many of our programs in 2022/23 including Memory Clinic, Diabetes Program, COPD Best Practice and High Risk Narcotics Monitoring Program.

There were some staffing changes over the year. We said goodbye to some employees who moved onto other endeavours and welcomed new staff into the CHC family. We are extremely grateful for caring, dedicated and professional clinical staff. They work tirelessly to provide the best care for our clients' and community and we thank them for their commitment to SEGCHC. There will be a focus on staff retention and succession planning in 2022/23 to ensure a stable and vibrant clinical workforce for SEGCHC.



Chapman's Ice Cream thanks staff for COVID-19 vaccination clinic provided for Chapman staff. L to R: Rebecca Thorn, Brittany Bell, Katelyn Robertson, Jessica MacNeill, Ashley Chapman.

Capital Projects

We received \$315,000 from the Community Infrastructure Renewal Fund which enabled us to renovate our lobby entrance. Our new lobby is *Accessibility for Ontarians with Disabilities Act (AODA)* compliant. The entry is now very professional and welcoming and, more importantly it provides an efficient and comfortable workspace for our incredible medical administration staff to work. This is the very first time they are able to work together in the same space.



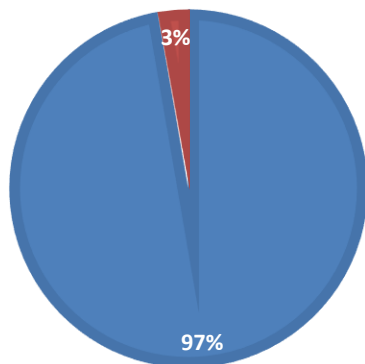
Dundalk ground breaking ceremony with Premier Ford.

What our Clients/Patients are Saying

Every year, the CHC conducts an annual patient survey as required by our Multi-Sectorial Accountability Agreement. The patient survey questions are consistent across the SW LHIN CHCs. SEGCHC is pleased to share the following results highlights:

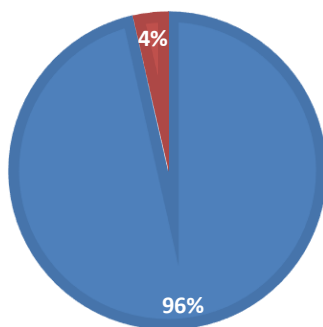
**I ALWAYS FEEL COMFORTABLE AND
WELCOME AT SEGCHC**

■ Yes ■ No



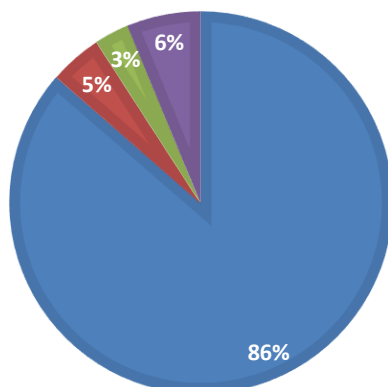
**WERE YOU SATISFIED WITH THE
DELIVERY METHOD OF TREATMENT
YOU WERE PROVIDED?**

■ Yes ■ No



HOW OFTEN ARE YOU INVOLVED AS MUCH AS YOU WANT TO BE IN DECISIONS REGARDING YOUR CARE

■ Always/often ■ Sometimes ■ Rarely/never ■ Don't know n/a



The following comments summarize the patient experience:

This is the most comprehensive health service I have found, service is excellent.

The service is great.

Our family is satisfied and impressed with the level of care, kind/efficient, receptionists, the entire set-up. Etc. Thank you!

Keep up the good work.

Happy with the support system.

The service is excellent. Doctors. Etc. link to other services in building is nutrition, fitness, yoga – great!

Wonderful to have this in Markdale.

Thank you for all you do.



Our incredible nursing team, L to R: Brittany Bell, Melissa Johnson, Bethany Jago, Jessica MacNeill and Rebecca Thorn.

By the Numbers – Our Performance

SEGCHC Clinical Data Reporting

Throughout the pandemic, SEGCHC maintained full access to primary care, including lab services, urgent care and allied health services. We offered in-person appointments, virtual appointments by phone or computer and home visits. Health and Fitness programs shifted to a hybrid model of online and in person. The numbers in Chart I reflect the activity of the SEGCHC over the past year compared to our Ontario Healthcare Reporting standards (OHRS) targets.

Chart I Client Activity OHRS

OHRS Fiscal 2021- 2022			
	BUDGET	ACTUAL	VARIANCE
	YTD	YTD	YTD
Total Individuals Served	8,500	7,288	-1,212
Service Provider Interactions	50,582	51,011	429
Service Provider Group Interactions	1,994	696	-1,298
	52,576	51,707	-869
Cost per SPI	105	114	9

SEGCHC is required to sign a Multi-Sectoral Accountability Agreement (M-SAA) with our funders, Ontario Health West (previously known as the South West LHIN). The M-SAA requires that the organization focus its primary care attention to cancer screening and flu vaccination in addition to providing primary care and community development services.

Chart II Historical M-SAA Results

M-SAA indicator	Target	2022	2021	2020	2019
Influenza Vaccination	80%	98%	94%	70%	44%
Breast Cancer Screening	80%	96%	86%	80%	89%
Cervical Cancer Screening	80%	97%	89%	86%	84%
Diabetes Inter-Disciplinary Care	90%	83%	80%	90%	95%
Colorectal Cancer Screening	80%	96%	89%	77%	90%
Panel Size	7,400	7,616	7,348	7,263	5,343
Service Provider Interactions	43,560	51,707	43,357	52,576	49,373

Accountability

Multi-Sector Service Accountability Agreement

The Executive Director and the Board Chairperson signed an extension of the Multi-Sector Service Accountability Amending Agreement in March 2021 which links the Centre's performance to funding received through the South West Local Health Integration Network (SW LHIN). *The Local Health System Integration Act*, 2006 requires that the LHIN and the Centre to enter into a service accountability agreement. The agreement enables the LHIN to provide funding to the Centre for the provision of services. It supports a collaborative relationship between the LHIN and the Centre to improve the health of Ontarians through better access to high quality health services, to co-ordinate health care in local health systems, and to manage the health system at the local level effectively and efficiently.

2021-2022 South East Grey CHC - Board of Directors

Larry Mann – Chairperson

Rick Byers – Vice Chair

Jim Harrold - Treasurer

Aakash Desai

Jim Harrold

Gord Lawson

Janet Pounder

Captain Harpreet Bal

John Woodbury

Independent Auditor's Report

To the Board of Directors of **South East Grey Community Health Centre**:

Opinion

We have audited the financial statements of South East Grey Community Health Centre (the Centre), which comprise the statement of financial position as at March 31, 2022 and the statements of changes in fund balances, operations, and cash flow statement for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Centre as at March 31, 2022, and results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Centre in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Centre's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Centre or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Centre's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered

material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Centre's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Centre's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Centre to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Chartered Professional Accountants
Licensed Public Accountants
Owen Sound, Ontario
June 28, 2022

Statement of Financial Position

South East Grey Community Health Centre

As at March 31

	2022	2021
ASSETS	\$	\$
Current		
Cash	477,284	574,963
Cash – restricted	25,542	13,282
Accounts Receivable	84,951	74,070
HST Rebate Receivable	111,409	384,128
Prepaid Expenses	47,846	38,375
	747,032	1,084,818
Property and equipment	3,986,472	3,587,388
	4,733,504	4,672,206
LIABILITIES		
Current		
Accounts Payable and Accrued Liabilities	537,820	653,899
Government Remittances Payable	51,329	39,599
Due to MOHLTC	8,959	8,959
Deferred Revenue	385,172	491,825
Term Loan	-	200,000
Current portion of long-term debt	75,808	73,864
	1,059,088	1,468,106
Long-term debt	2,972,721	3,048,373
Deferred Capital Contributions	696,952	224,153
	4,728,761	4,740,632
FUND BALANCES		
Unrestricted net assets	(107,452)	(107,452)
Building reserve fund	112,196	39,027
	4,743	(68,426)
	4,733,504	4,672,206

Statement of Operations and Changes in Fund Balances

South East Grey Community Health Centre
For the Year Ended March 31

	2022	2021
REVENUE	\$	\$
Funding from South West LHIN - operating	5,393,788	5,239,646
Ontario Trillium Foundation	45,513	-
Expense Recoveries	272,613	127,529
Amortization of deferred capital contributions	33,347	38,805
Grant income	157,550	73,500
	5,902,811	5,497,480
EXPENSES		
Salaries, wages and benefits	4,714,216	4,711,352
Operating supplies and expenses	723,840	514,979
Medical and surgical supplies and drugs	43,321	57,989
Paramedicine program – one time expense	180,000	-
Ontario Trillium Foundation – growth grant expenses	45,513	-
Mortgage interest	86,867	84,506
Building amortization	73,707	71,849
Equipment and software	33,347	38,805
	5,902,811	5,479,480
Excess of revenues over expenses for the year before due to MOHLTC	-	-
Other income (expense)		
Rental revenue	152,583	140,608
Building and ground expense – rental	(79,414)	(123,637)
Excess of revenue over expenditures for the year before due to MOHLTC	73,169	16,971

Basis of the Summary Financial Statements

South East Grey Community Health Centre (the “Centre”) has prepared these summary financial statements to be included as part of its annual report. The Centre has determined that the level of aggregation presented is adequate for the readers of the annual report. The audited financial statements may be obtained from the Centre.



Donna Martin & Geoff Van Geem accept a donation of pet food from the Markdale Pet Valu. Pet Valu collected food from customers over the holiday season and donated it to our clients in need.

Centre Information

South East Grey Community Health Centre

55 Victoria Avenue
Markdale, ON N0C 1H0

Tel 519-986-2222

Fax 519-986-3999

www.segchc.ca



South East Grey Community Health Centre

11th Annual General Meeting of Members

Markdale (Zoom Teleconference)

Tuesday, June 28th at 6:00 pm

AGENDA

1. Welcome by Chair and Call to Order
2. Report on Notice of Meeting
3. Report on Quorum of Members Present
4. Meeting Declared to be Regularly Constituted
5. Introduction of Board Members
6. Approval of Previous Year's Minutes
7. Report by the Chair of the Board and the Executive Director
8. Presentation of the Auditor's Report and Financial Statements of the Corporation for the Fiscal Period Ending March 31, 2022
9. Appointment of Auditors for the fiscal year ending 2022 – 2023
10. Review of Bylaws
11. Election of Directors
12. Client Story, Presented by Tanya Shute, Director of Integrated Health Strategies and Partnerships
13. Other Business
 - a) Remarks by Vice Chair
14. Adjournment

By Order of the Board
Alex Hector



Board of Directors – Annual General Meeting Minutes

South East Grey Community Health Centre

June 22, 2021 6:00 pm, Zoom Teleconference

Participants:	Regrets:	Guests:
<ul style="list-style-type: none"> ▪ Al Madden, Chief Executive Officer ▪ Alex Hector, Executive Director ▪ Larry Mann ▪ Jim Harrold ▪ Gord Lawson ▪ John Woodbury ▪ Aakash Desai ▪ Janet Pounder ▪ Rick Byers ▪ Captain Bal ▪ Paul Tessier ▪ Terry Mokriy ▪ Catherine Miller ▪ Susie Furlong 	<ul style="list-style-type: none"> ▪ 	<ul style="list-style-type: none"> • Barb Fedy, Grey County Social Services • Christine Robinson, Mayor West Grey • Matt Pfaff, SEGCHC • Tanya Shute, SEGCHC • Roy MacLeod, SEGSS • Gwynne Potter, Baker Tilly LLP • Mary Redmond, Dundalk Herald News • Dave Millner, CAO Southgate • Stephen Townsend, Councillor West Grey • Dr. Roddy Caufield • Bill Walker, MPP Bruce-Grey
Chair:		Recorder:
<ul style="list-style-type: none"> ▪ Jane de Jong 		<ul style="list-style-type: none"> ▪ Lindsay Boyd

Item:	Topic and Discussion:	Action:	Responsible:	Key Date:
1	Welcome by Chair and Call to Order <ul style="list-style-type: none"> • 			
2	Report on Notice of Meeting			



Board of Directors – Annual General Meeting Minutes
South East Grey Community Health Centre
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	<ul style="list-style-type: none"> • In accordance with the Bylaws, Notice of meeting has been published in the newspapers circulated in the municipalities in which the Members of the Corporation reside in • Notice of this Annual Meeting was sent to each Corporate Member and the Auditors 			
3	Report on Quorum of Members Present <ul style="list-style-type: none"> • There are 14 voting Members of the Corporation in attendance which constitutes a quorum of at least 5 voting Members to hold meeting in accordance with the General Operating Bylaws for the SEGCHC 			
4	Meeting Declared to be Regularly Constituted <ul style="list-style-type: none"> • Due to notice having been given and a quorum being present, Chair declares meeting to be properly constituted for the transaction of business 			
5	Introduction of Board Members <ul style="list-style-type: none"> • J. de Jong provided opening remarks • Introduced members of the Board in alphabetical order <ul style="list-style-type: none"> - Rick Byers - Jane de Jong - Aakash Desai - Jim Harrold - Gord Lawson - Allan Madden, Chief Executive Officer - Larry Mann - Janet Pounder - John Woodbury - Susie Furlong (Emeritus) 			



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	<ul style="list-style-type: none"> - Terry Mokriy (Emeritus) - Paul Tessier (Emeritus) - Former board member Catherine Miller <p>Board members are thanked for their service and dedication.</p>			
6	Approval of the Previous Year's Minutes	<p>Motion to approve the minutes of the previous year, June 25, 2020. Moved by Jim Harrold Seconded by Rick Byers. All in Favour. APPROVED.</p>		
7	Report by the Chair of the Board and the Chief Executive Officer <ul style="list-style-type: none"> • Would like to present but not read the report of the Chair of the Board and the Chief Executive Officer • 			
8	Presentation of the Auditor's Report and Financial Statements of the Corporation for the Fiscal Period Ending March 31, 2020 <ul style="list-style-type: none"> • Presented by Gwynne Potter, Baker Tilly • Independent Auditor's report and Statement of Operations reviewed. 	<p>BE IT RESOLVED THAT: Baker Tilly, be appointed Auditors of the Corporation to hold office until the next annual meeting, and the Board of Directors be authorized to fix the Auditors' remuneration. Moved by Larry Mann Seconded by Rick Byers. All in Favour. CARRIED.</p>		
9	Acceptance of By-Laws	<p>Motion to accept the by-laws as presented Moved by Rick Byers</p>		



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	•	Seconded by Jim Harrold. All in Favour. CARRIED.		
10	<p>Election of Directors.</p> <p>I would now like to deal with the election of Directors. In accordance with the General Operating Bylaws. In view of the unusual circumstances of Covid and to provide continuity of leadership, all current board members are remaining in place.</p> <p>The Board member appointment calendar has evolved to have six members scheduled for renewal during 2022, which conflicts with the process outlined in the Corporation's by-law 1, Therefore, the following adjustments are recommended to the membership:</p> <p>the current term for Larry Mann and Gord Lawson be extended to four years in view of their initial two-year term. This would see Mr. Mann and Mr. Lawson scheduled for renewal in 2023. Mr. Mann and Mr. Lawson would be eligible for one further three-year term 2023-2026 as outlined in the Corporation Bylaws.</p> <p>That the Governance Committee recommend to the membership that it accept the voluntary reduction to the current term of three years to two years that has been offered by Board Member Aakesh Desai. This would result in Mr. Desai being scheduled for renewal in 2021.</p> <p>That the Governance Committee recommend to the membership that Aakesh Desai be reappointed to a full three-year term 2021-2024. And, that Mr. Desai be eligible for one further three-year term 2024-2027 as outlined in the Corporation Bylaws.</p> <p>In addition we have a nomination of a new board member to fill the vacancy</p>	<p>BE IT RESOLVED THAT Captain Bal is elected to an initial three-year term. Moved by Jane de Jong Seconded by Larry Mann. All in Favour. CARRIED.</p>		



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	<p>created by the new by-law approved earlier.</p> <p>I therefore move Sandra McIntosh be elected as Director for a three year term</p> <p>“Do I have someone to make the motion?”</p> <p>_____ “Thank you.”</p> <p>“Do I have a seconder for the motion?”</p> <p>_____ “Thank you.”</p> <p>All in favour, please signify by raising your hand. Any contrary? CARRIED.”</p> <p>•</p>			
11	<p>Other Business –</p> <p>Remarks from Vice Chair</p>			
12	<p>Adjournment</p> <ul style="list-style-type: none"> • Meeting adjourned at 6:25pm to June 2022. 			

Approved by:

 Jane de Jong, Chair

 Lindsay Boyd, Recording Secretary



MUNICIPALITY OF SHUNIAH

420 Leslie Avenue, Thunder Bay, Ontario P7A 1X8

Phone: (807) 683-4545 Fax: (807) 683-6982

Email: shuniah@shuniah.org www.shuniah.org

June 30th, 2022

Federation of Canadian Municipalities (FCM)
Association of Municipalities of Ontario (AMO)

Via Email

To Whom it may concern,

RE: Letter of Support – The Corporation of the City of Brantford - 5.1 Release of all Federal and Provincial Documents Related to the Former Mohawk Institute Residential School

Please be advised that, at its meeting on June 28th, 2022, the Council of the Municipality of Shuniah resolved to support the resolution adopted May 17, 2022 by The Corporation of the City of Brantford.

A copy of the above noted resolution is enclosed for your reference and consideration.

We kindly request your support and endorsement for the release of all Federal and Provincial document related to the Former Mohawk Institute Residential School.

Yours truly,

Kerry Bellamy
Clerk
KB/jk

Cc:

Right Hon. Justin Trudeau, Prime Minister of Canada
Hon. Doug Ford, Premier of Ontario
Hon. Marc Miller, Minister of Crown-Indigenous Relations
Hon. Patty Hajdu, Minister of Indigenous Services and MP
Hon. Greg Rickford, Minister of Indigenous Affairs
The Most Rev. Linda Nicholls, Primate of the Anglican Church of Canada
Hon. Kevin Holland, MPP Thunder Bay-Atikokan
Hon. Lise Vaugeois, MPP Thunder Bay Superior North
The Survivors Secretariat
All municipalities in Ontario



Municipality of
SHUNIAH

COUNCIL RESOLUTION

Resolution No.: 231-22

Date: Jun 28, 2022

Moved By: Donna Blunt

Seconded By: Jan

THAT Council hereby supports the resolution from the City of Brandtford regarding the Release of all Federal and Provincial Documents Related to the Former Mohawk Institute Residential School; and

BE IT RESOLVED:

THAT the Clerk be directed to forward a copy of this resolution to: Prime Minister Justin Trudeau; Premier Doug Ford; Minister of Crown-Indigenous Relations Marc Miller; Minister of Indigenous Services and MP Patty Hajdu; Minister of Indigenous Affairs Greg Rickford; Primate of the Anglican Church of Canada Linda Nicholls; MPP Kevin Holland, MPP Lise Vaugeois; the Survivors' Secretariat; the Federation of Canadian Municipalities (FCM); the Association of Municipalities of Ontario (AMO) and to all municipalities in Ontario with an invitation to adopt a similar resolution.

☒ Carried

☐ Defeated

☐ Amended

☐ Deferred

Wendy Landry

Signature

Municipality of Shuniah, 420 Leslie Avenue, Thunder Bay, Ontario, P7A 1X8

The Corporation of the Township of Southgate
By-law Number 2022-100
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 July 6, 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 July 6, 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 6th day of July, 2022.

John Woodbury - Mayor

Lindsey Green – Clerk