



**Township of Southgate  
Council Meeting Agenda**

**September 21, 2022**

**6:00 PM**

**Holstein Council Chambers  
123273 Southgate Road 12  
Holstein, Ontario N0G 2A0**

---

**Pages**

**1. Call to Order**

**2. 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.

**3. 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](mailto:lgreen@southgate.ca)

**4. Confirmation of Agenda**

**Be it resolved that** Council confirm the agenda as presented.

**5. Declaration of Pecuniary Interest**

**6. Delegations & Presentations**

**6.1. Resident James Taaffe - Delegation**

**12 - 18**

**Be it resolved that** Council receive the delegation from resident James Taaffe as information.

7. Adoption of Minutes

19 - 41

**Be it resolved that** Council approve the minutes from the September 7, 2022 Council and Closed Session meetings as presented.

8. Reports of Municipal Officers

8.1. HR Coordinator Kayla Best

8.1.1. HR2022-047 Electronic Monitoring Policy Draft

42 - 46

**Be it resolved that** Council receive Staff Report HR2022-047 for information; and

**That** Council approve draft Policy #93 Electronic Monitoring Policy as presented; and

**That** Council consider approval of Policy #93 Electronic Monitoring Policy by Municipal By-Law at the October 5, 2022 Council Meeting.

8.2. Chief Administrative Officer Dave Milliner

8.2.1. CAO2022-046 Southgate Meadows Inc. Flato West Subdivision Final Acceptance Report

47 - 52

**Be it resolved that** Council receive staff report CAO2022-046 as information; and

**That** Council receive the verbal report and information received from Ray Kirtz of Triton Engineering to support this resolution approval; and

**That** Council approve the Flato Dundalk Meadows Inc. West Subdivision Final Acceptance of the infrastructure services, roads and stormwater management facilities for this development, with the start of the warranty period on August 12, 2022; and

**That** Council approve the Flato Dundalk Meadows Inc. West Subdivision Final Acceptance of the infrastructure subject to retaining the present \$50,000.00 in securities until such time as Triton certifies the list of items in the Crozier letter date are corrected to our Engineer's satisfaction at which time the securities will be released as an administrative action; and

**That** Council consider approval of the Flato Dundalk Meadows Inc. West Subdivision Final Acceptance by municipal By-law 2022-116 at the September 21, 2022 Council meeting.

- 8.2.2. **By-law 2022-116 - Flato West Phase 1 Subdivision - Final Acceptance and Assumption** 53
- Be it resolved that** by-law number 2022-116 being a bylaw to assume municipal services in respect to Registered Plan 16M-54 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.
- 8.2.3. **SR CAO2022-062 White Rose Park Phase III Pre-Servicing Agreement Final Report** 54 - 58
- Be it resolved that** Council receive staff report CAO2022-062 as information; and  
**That** Council approve the White Rose Park Phase III Pre-Servicing Final Agreement and the security requirements for this work for their residential development project; and  
**That** Council consider approving the White Rose Park Phase III Pre-Servicing Agreement by Municipal By-law 2022-126 at the September 21, 2022 meeting.
- 8.2.4. **By-law 2022-126 - White Rose Park Phase 3 Pre-Servicing Agreement** 59 - 77
- Be it resolved that** by-law number 2022-126 being a by-law to authorize an agreement between 2570970 Ontario Inc and the Corporation of the Township of Southgate be read a first, second or third time, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

- 8.2.5. CAO2022-064 Southgate Meadows Inc. Flato Developments Security Reduction Report** 78 - 84
- Be it resolved that** Council receive staff report CAO2022-064 as information; and  
**That** Council approve the Flato Dundalk Meadows Inc., Flato East Phase 4, 5 & 6 Subdivision Acceptance of the Stages I & II infrastructure services for this development reducing the security requirement by \$275,000.00; and  
**That** Council approve the Flato Dundalk Meadows Inc., Flato East Sewage Pumping Station acceptance of installation progress for this development reducing the security requirement by \$404,705.00.
- 8.2.6. CAO2022-065 CAO Transition Update** 85 - 86
- Be it resolved that** Council receive Staff Report CAO2022-065 for information; and  
**That** Council receive the resignation of Lindsay Edwards-Tucker as the Township of Southgate's new CAO, received on September 12, 2022 and that the Municipality thanks her for her consideration.
- 8.2.7. CAO2022-066 Flato Development Inc. Naming Rights and Sponsorship-Southgate Agreement for the Dundalk Olde Town Hall** 87 - 89
- Be it resolved that** Council receive staff report CAO2022-066 as information; and  
**That** Council approve the Flato Developers Inc. Sponsorship and Naming Rights Agreement with the Township of the Southgate for the Dundalk Olde Town Hall to Support the Cultural Building Use in Dundalk over a 20-year period; and  
**That** Council consider approval of the Flato Developers Inc. Sponsorship and Naming Rights Agreement to Support the Cultural Building Use in Dundalk at the September 21<sup>st</sup>, 2022 meeting by Municipal By-law 2022-136.



- 8.2.8. By-law 2022-136 Flato Developments Olde Town Hall Gift Agreement** 90 - 94
- Be it resolved that** by-law number 2022-136 being a by-law to authorize an agreement between Flato Developments Inc and the Corporation of the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.
- 8.2.9. CAO2022-067 Mid West Coop-Southgate Development and Draft Land lease Agreement** 95 - 126
- Be it resolved that** Council receive staff report CAO2022-067 as information; and  
**That** Council approve the Mid West Cooperative Inc. (formally Huron Bay Coop) concept of their development plans; and  
**That** Council approve the Mid West Cooperative Inc.- Southgate Draft Land Lease Agreement as presented; and  
**That** Council consider approval of the of the Mid West Cooperative Inc. Land Lease Agreement by municipal By-law 2022-140 at the October 5, 2022 Council meeting.
- 8.2.10. CAO2022-068 Southgate Affordable Housing Proposal Update** 127 - 129
- Be it resolved that** Council receive staff report CAO2022-068 as information; and  
**That** Council in the next term consider this as a possible future proposal, if space is available for consideration of constructing Affordable Housing units in the new Dundalk South-East Grey Community Health Centre building; and  
**That** the next term of Council consider this as an Affordable Housing Project for the South Grey Housing Corporation to take on the responsibility of advancing this as a Southgate project.

- 8.2.11. **CAO2022-069 Lions Medical Centre-SEGSS-SEGSS Southgate Partnership Agreement** 130 - 136

**Be it resolved that** Council receive staff report CAO2022-069 as information; and  
**That** Council approve the Lions, SEGCHC, SEGSS & Southgate Draft Partnership Agreement as presented; and  
**That** Council consider approving the Lions, SEGCHC, SEGSS & Southgate Final Partnership Agreement by Municipal By-law 2022-144 at the October 5<sup>th</sup>, 2022 meeting.

8.3. **Planner Clinton Stredwick**

- 8.3.1. **PL2022-064 - SP12-22 - Grey Ridge Metals** 137 - 138

**Be it resolved that** Council receive Staff Report PL2022-064 for information; and  
**That Council** consider approval of By-law 2022-132 authorizing the entering into a Site Plan Agreement.

- 8.3.2. **By-law 2022-132 - SP12-22 Grey Ridge Metals** 139 - 152

**Be it resolved that** by-law number 2022-132 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.

- 8.3.3. **PL2022-066- C12-22 - Ammon and Elvina Bauman** 153 - 158

**Be it resolved that** Council receive Staff Report PL2022-066 for information; and  
**That** Council consider approval of By-law 2022-141.

- 8.3.4. **By-law 2022-141 - ZBA C12-22 Ammon and Elvina Bauman** 159 - 161

**Be it resolved that** by-law number 2022-141 being a by-law to amend the Zoning By-law No. 19-2002 entitled the "Township of Southgate Zoning By-law" be read a first, second and third time, finally passed, signed by the Mayor and the clerk, sealed with the seal of the Corporation and entered into the by-law book.



**8.3.10. By-law 2022-138 - ZBA C14-22 Rosalyn Centre** 194 - 196

**Be it resolved that** by-law number 2022-138 being a by-law to amend the Zoning By-law No. 19-2002 entitled the "Township of Southgate Zoning By-law" be read a first, second and third time, finally passed, signed by the Mayor and the clerk, sealed with the seal of the Corporation and entered into the by-law book.

**8.3.11. PL2022-071-SP18-22-Blue Mountain Covers** 197 - 203

**Be it resolved that** Council receive Staff Report PL2022-071 for information; and

**That Council** consider approval of By-law 2022-139 authorizing the entering into a Site Plan Agreement.

**8.3.12. By-law 2022-139 - SP18-22 2161430 Ontario Inc** 204 - 217

**Be it resolved that** by-law number 2022-139 being a by-law to authorize the execution of a Site Plan Control Agreement be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

**9. By-laws and Motions**

None

**10. Notice of Motion**

**10.1. Councillor Dobreen - NoM - Amend Council Remuneration Policy No. 21 if required** 218 - 219

**Recommendation Number 1:**

**Be it resolved that** pursuant to section 24.12 of the Procedural By-law, Council amend something previously approved and adopted, being Resolutions 2022-536 and 2022-538, regarding Policy 21 and the corresponding Bylaw - Council Member Compensation, Expenses, Meeting Claim Guidance and Approval; and

**That** Council put the discussion back on the floor to determine whether the wording of Section 4.3 is as Council intended and, if not, consider amending the policy and bylaw if warranted at the September 21<sup>st</sup>, 2022 Council meeting.

**If above approved, Recommendation Number 2:**

**Whereas**, Policy 21 was approved by Resolution No. 2022-536 and adopted by Bylaw 2022-114 at the August 18<sup>th</sup>, 2022 Council Meeting, Resolution 2022-538; and

**Whereas**, historically, Council members have been compensated at the full day per diem rate for all Council, Special Council, Budget and Committee of the Whole meetings where quorum is required and decisions are made to advance the business of the municipality regardless of the time required to do so; and

**Whereas**, historically, it was the expectation that Council members remain available on a Council meeting day for as long as is required to complete an agenda; and

**Whereas**, the revised Policy #21, Section 4.3 is worded such that future Council members will now be remunerated at the half day per diem rate instead of the full day per diem rate when meetings run less than 4 hours; and

**Whereas**, compensating members at the half day per diem rate may not consider the wages lost by a member who may be required to take the full day off from their employment or business in order to be available for the time required to conduct the business of Council;

**Now therefore be it resolved that** Council amend Policy 21, Section 4.3 to add a clause to reflect that Regular, Special and COW/Council meetings {where quorum is required and decisions are to be made to advance the business of the Township regardless of the time required to do so}, are to be paid at a full day per diem rate; and

**That** Council consider adopting Policy #21 by Municipal By-Law at the October 5<sup>th</sup>, 2022 Council Meeting.

**11. Consent Items**

**11.1. Regular Business (for information)**

**Be it resolved that** Council approve the items on the Regular Business consent agenda dated September 21, 2022 (save and except items \_\_\_\_\_) and direct staff to proceed with all necessary administrative actions.

**11.1.1. HR2022-046 - Staff Update** 220 - 221

**11.1.2. August 2022 Cheque Register** 222 - 241

**11.1.3. Building By-law and Canine Report August 2022** 242 - 244

**11.2. Correspondence (for information)**

**Be it resolved that** Council receive the items on the Correspondence consent agenda dated September 21, 2022 (save and except items \_\_\_\_\_) as information.

**11.2.1. SVCA Correspondence - 20220721 Board Minutes - received September 15, 2022** 245 - 250

**11.3. Resolutions of Other Municipalities (for information)**

**Be it resolved that** Council receive the items on the Resolutions of other Municipalities consent agenda dated September 21, 2022 (save and except items \_\_\_\_\_) as information.

**11.3.1. Town of Kingsville - Opposition to Bill 3, Strong Mayors, Building Homes Act 2022 - received September 2, 2022** 251 - 253

**11.3.2. Township of McGarry Resolution - Removal of Councillors under Prescribed Circumstances** 254

**11.4. Closed Session (for information)**

None

**12. County Report**

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

**13. Members Privilege - Good News & Celebrations**

**14. Closed Meeting**

**Be it resolved that** Council proceed into closed session at [TIME] in order to address matters relating to Personal Matters about Identifiable Individuals (Municipal Act, Section 239(2)(b) and Labour Relations or Employee Negotiations (Municipal Act, Section 239(2)(d) (Subject: CAO Succession - Verbal Report); and

**That** HR Coordinator Kayla Best, Clerk Lindsey Green and Chief Administrative Officer Dave Milliner remain in attendance.

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

- 14.1. Personal Matters about Identifiable Individuals (Municipal Act, Section 239(2)(b) and Labour Relations or Employee Negotiations (Municipal Act, Section 239(2)(d) (Subject: CAO Succession - Verbal Report)**

**15. Confirming By-law**

255

**Be it resolved that** by-law number 2022-143 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 September 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.

**16. Adjournment**

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

## Schedule A – Request to Appear as a Delegation

I wish to appear before Council on:

*(Please print clearly)*

CONTACT NAME: James Taaffe	
Additional Speaker: none	
ADDRESS: [REDACTED]	
POSTAL CODE: [REDACTED]	TELEPHONE #: [REDACTED]
E-MAIL ADDRESS: [REDACTED]	

### New Delegation

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

I have inquired generally on this topic before, Council was not prepared to address at that time citing specific knowledge of policy wording. I have included with my accompanying submission a full explanation of the matter, and the references required by Council to fully participate this time. Further, given the new information learned recently, regarding Councillor Milne's stance on litigation costs recovery, this is submitted as a new item.

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

All is detailed in the accompanying submission. I do not believe ten minutes will be sufficient to resolve this fully; I ask Council to consider an appropriate allotment as they see fit. They will of course need to be able to cover the four questions, and final discussion on moving forward at the end. I can do this easily in ten minutes as I'm well familiar, but Council, should they need further time to fully explore the matter during my delegation, should allocate that proper time, as they see fit, of course. I look forward to the engagement.



**Additional Delegation Information**

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

---

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


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

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

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

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

	September 4, 2022
Signature	Date

	September 6, 2022
Signature	Date

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

**Approval**

Council Date: September 21, 2022

Municipal Clerk Initials: 

## **Township of Southgate Delegation Protocol**

The purpose of the delegation process is to allow residents to make their views known to Council. Council values and welcomes input, comments and constructive suggestions. Since Council generally has to consider a large number of issues and concerns at any given time, the following protocol is to be observed:

1. In accordance with the Township of Southgate Procedure By-law, a delegate shall be allowed to speak for ten (10) minutes.
2. A delegation shall consist of no more than two (2) persons with a total speaking time of not more than ten (10) minutes. When a number of people are to appear representing one viewpoint or interest group, it is expected that the group be represented by a spokesperson, and/or submit written submissions.
3. When called upon by the Chair at Council meetings, the delegation (speaker) should proceed immediately to the podium or table in the Council Chambers.
4. Speakers are asked to keep their remarks as brief as reasonably possible. Comments when stated in a clear, concise and factual manner are very much appreciated.
5. In order to reduce the possibility of any misunderstanding and to facilitate necessary follow-up, the Clerk shall be provided with a written copy of the presentation, which will become part of the official corporate records. If you intend to read from a prepared text, a copy of this text must be filed with the Clerk with your original request to appear as a delegation. If you do not intend to read from a prepared text, all key points that you wish to cover must be included with your request. If additional information is to be provided at the meeting, 12 copies shall be supplied to the Clerk prior to the meeting start time for circulation.
6. Discussion topics, other than the subject matter of the written request to appear as a delegation, will not be permitted. Further, subsequent delegations on the same topic, without significant new information, will not be permitted.
7. Persons addressing Council shall confine their remarks to the business stated in their written request to be heard, and such shall be presented in a respectful and professional manner, and their conduct shall be governed by the provisions set out in the Procedure By-law.
8. Council members may ask questions for clarification purposes. Statements from Council members or debate on the issue are not permitted at this stage. The matter will be referred to staff to prepare a report with a recommendation. Debate as required would take place after receiving the staff report.
9. Delegations will not be permitted on items that will be the subject to an upcoming public meeting pursuant to the Planning Act, unless exceptional circumstances apply, which have been reviewed and approved by Council. Persons should present their concerns and opinions at the scheduled public meeting where their comments can be considered along with all other submissions. Delegations or presentations to Council after the public meeting has been completed and before Council has made its determination will not be permitted.

Further to my Delegation to Council in September:

In 2021 Southgate and our CAO were found “reprehensible” by an Ontario Superior Court Justice, related to those individuals’ unlawful firing of an employee. That Justice clearly stated those individuals told “malicious, sexist, falsehoods” in committing that unlawful firing.

Southgate Policy 10, Section F Rule 10 defines: “Fraud is defined as any act committed through deceit or falsehood which deprives the Township of its assets, property, or other resources”. The illegal firing was committed by fraud, as defined by the bylaw and the words of the Justice. The total costs of the litigation, damages, and any other amounts related to those actions are assets and resources of the corporation, with us no longer. With no communication otherwise, costs assumed approaching \$1M, the 2020 audit report mentioned a risk exceeding \$850k, before it failed.

There is absolutely no ambiguity in the operational obligation held by Council in that case, as stated further in that bylaw: “The Township of Southgate will not tolerate any acts of fraud or theft, and any such actions will be viewed as acts of criminal activity and will be dealt with accordingly.” Council is fully aware, and as the bylaw states prescriptively, Council must view that as a crime against the township and act accordingly. Council are required to act as though a crime has been committed against us, fraud worth maybe \$1M, and so far just act as though nothing at all even happened back then. Silence is absolutely unacceptable, of course; this is Ontario.

I have not been provided with any reasons, on several requests in several forums, why Southgate has not attempted to recoup those huge litigation costs, by the mechanism clearly outlined in that referenced bylaw, for that very, and important, purpose. Even a request to the Integrity Commissioner was ignored, for a spurious reason.

Southgate has an obligation to collect money owed it’s body corporate. Ignoring this obligation, in this case, with no reasons even proffered upon specific interrogation, is an absolute abdication of Council’s obligations under Policy 10, and Policy 9, and further under Southgate bylaws dealing with accountability and transparency.

And further, given Council’s direct involvement in the litigation matter itself, in choosing to support the firing by recorded vote; not pursuing that proper recoup of those litigation costs, cannot appear an unbiased decision to any reasonable person. In fact, given that Policy 9 clearly indicates all Councillors are fully within a conflict of interest in any decisions related to this litigation matter, and by further consideration of Policy 10 that the CAO is also further so encumbered, does raise a significant spectre of governance indeed.

With the entire leadership of the township not ethically able to make this decision, obviously, Council appealing to the courts for help would seem the only ethical recourse available. And that recourse has been available to Council, for the entire duration that the matter has sat unresolved, coming up on a year.

As a result of my previous inability to gain traction on this matter through legislative means, the cost recoup matter now sits as a topic in litigation with me and Mr. Brown, Southgate counsel. I have informed Mr. Brown, who I'm sure will concur, that I am trying to relieve that burden on the Court, and am taking this action of appearing by delegation to Council, to resolve it, instead.

I have only just learned of an Owen Sound Sun Times article titled "Is Southgate situation a SLAPP?", from February 2013, in which Councillor Milne speaks about the importance to Southgate of seeking every dollar it is owed from litigation outcomes. In that article Mr. Milne states "In all fairness, I think Southgate would have been obliged to pay", when asked about litigation costs recovery. It seems Mr. Milne is keenly aware of the obligation to recover litigation costs due to Southgate from opposing parties in those litigations, but takes an entirely different stance, along with the rest of Council, when the payer may be within the Southgate executive level.

To ensure the proper progress of this discussion in my delegation, Council will of course need to properly prepare, by reading and understanding the relevant bylaws, indicated herein, to address the specific questions below. That limitation impeded my last delegation, I trust with this forewarn it will not again.

1. It must be stipulated by Council, that the wording of the 2021 Superior Court decision, leaves no doubt that the firing found unlawful therein, was committed by fraud as defined in Policy 10.
2. Council has stated previously, that they are satisfied with the outcomes of that matter overall, and find no issues with how they managed it. The first item that seems incongruous between the Policy prescription and Council actions, is pursuing that matter as a criminal matter. Has Council taken any steps to pursue that matter, that they must view as criminal activity?
3. The second item that seem incongruous is of course the proper recouping of the costs of these events, possibly Councillor Milne could address this, and why things are different now that the targets of these costs may be the CAO and Council, including Mr. Milne?
4. Council must stipulate what is proved clearly herein: each Councillor and CAO is in a conflict of interest, by their respective bylaws governing that, regarding any matter related to the failed litigation, including recouping costs of that.

Summary

Unless we can resolve these outstanding items I put: all of Council and the CAO are fully entangled in an obvious conflict of interest, in any decision related to the obligations noted as being stated clearly in Policy 10, to recoup litigation costs from the individual defendants in that litigation, the CAO named therein, that fired the employee. Each of these individuals, the CAO and Southgate, are named defendants in the failed litigation, and for these intents and purposes Council is Southgate, per s. 5, 224, 225, 226.1 et al. of the Municipal Act.

There is no ambiguity: Council is clearly prescribed to act on an operational obligation they hold, to execute the policy to treat the matter as criminal, and recoup any costs we suffered as a result of that entire matter.

Council has only one decision they may make; the only one that will avoid an only entirely reasonable perception of bias, and lift their decision into the realm of credibility; they must call for a judicial investigation per s. 274 (1) of the Municipal Act.

Council cannot make the cost recoup decision due to the conflict, and are prescribed not to hold the position they put, to do nothing; they do not hold that right. Only that s. 274 mechanism is an option of any reason; easily available for just an ask by Council for that help, from the wise Court; that section is contained within Council's empowering statute for that very purpose.

Should Council wish to engage with me in resolving this matter at the meeting, or prior even, I am fully at your service in that endeavour. Otherwise, I will proceed with the original plan of course, and Mr. Brown and I will take that away as our duty together.

The legislation that enables the very municipality, and the power of each Councillor, offers just this one way out of the situation in which Council finds itself; I put to you, is plainly obvious. Or you execute the policy 10 Rule yourselves; get our money back; just those two actions, are reasonable at all.

James Taaffe



## **Township of Southgate**

### **Minutes of Council Meeting**

September 7, 2022

9:00 AM

Electronic Participation

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

Staff Present: Dave Milliner, Chief Administrative Officer  
Lindsey Green, Clerk  
Jim Ellis, Public Works Manager  
William Gott, Treasurer  
Bev Fisher, Chief Building Official  
Aakash Desai, Asset Coordinator & Financial Analyst  
Clinton Stredwick, Planner  
Kayla Best, HR Coordinator  
Holly Malynyk, Customer Service and Support

#### **1. Electronic Access Information**

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

#### **2. Call to Order**

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

#### **3. Land Acknowledgement**

As we gather, we recognize and acknowledge the traditional keepers of this land with whom we share today. The Township of Southgate is a

part of the traditional territories of the Anishinaabek, Six Nations of the Grand River, Saugeen Ojibway Nation, Haudenosaunee, and Saugeen Métis. The land that surrounds us is part of who we are as it reflects our histories; may we live in peace and friendship with all its diverse people.

**4. Open Forum - Register in Advance**

No members of the public spoke at open forum.

**5. Confirmation of Agenda**

No. 2022-570

**Moved By** Councillor Shipston

**Seconded By** Councillor Rice

**Be it resolved that** Council confirm the agenda as presented.

**Carried**

**6. Declaration of Pecuniary Interest**

Mayor Woodbury declared a conflict of interest to item 9.4.11 - Staff Report CAO2022-057 as he is a member of the South East Grey Community Health Centre Board of Directors and did not participate in the discussion or voting of the item.

Deputy Mayor Milne declared a conflict of interest to items 9.5.5 and 9.5.6 - Staff Report PL2022-065 and By-law 2022-133 - Wilder Lake Subdivision - Removal of Holding Symbol as the developer is a family member and did not participate in the discussion or voting of the items.

**7. Delegations & Presentations**

None.

**8. Adoption of Minutes**

No. 2022-571

**Moved By** Councillor Frew

**Seconded By** Councillor Sherson



**Be it resolved that** Council approve the minutes from the August 18, 2022 Council and Closed Session meetings as presented; and  
**That** Council approve the minutes from the August 24, 2022 Special Council and Closed Session meetings as presented.

**Carried**

## **9. Reports of Municipal Officers**

### **9.1 Chief Building Official Bev Fisher**

#### **9.1.1 Noise By-Law No. 2021-132 Exception Request**

No. 2022-572

**Moved By** Councillor Rice

**Seconded By** Councillor Shipston

**Be it resolved that** Council receive Staff Report CBO2022-009 for information; and

**That** Council approve the proposed Noise By-law Exemption request received from Dundalk District Agricultural Society for Saturday September 10<sup>th</sup>, 2022 from 11 pm to 2 am Sunday September 11<sup>th</sup>, 2022 at the Dundalk Fair Grounds.

**Carried**

### **9.2 Clerk Lindsey Green**

#### **9.2.1 CL2022-026 - Dundalk Annual Oktoberfest Event Support Request**

No. 2022-573

**Moved By** Councillor Frew

**Seconded By** Deputy Mayor Milne

**Be it resolved that** Council receive Staff Report CL2022-026 for information; and

**That** Council supports the Dundalk Annual Oktoberfest event being held on October 1, 2022, at the Dundalk Fairgrounds; and

**That** Council deem the Dundalk Oktoberfest as a municipally significant event and supports the Dundalk Oktoberfest Committee obtaining a Special Occasions Permit through the Alcohol and Gaming Commission of Ontario.

**Carried**

### **9.2.2 CL2022-027-Appointment of the Grey County Joint Compliance Audit Committee**

No. 2022-574

**Moved By** Councillor Dobreen

**Seconded By** Councillor Sherson

**Be it resolved that** Council receive Staff Report CL2022-027 for information; and

**That** Council considers approval of by-law 2022-130 to appoint individuals to the Grey County Compliance Audit Committee for the 2022-2026 term of Council, as recommended by the Grey County Clerks.

**Carried**

### **9.2.3 By-law 2022-130 - Appoint Grey County Compliance Audit Committee 2022-2026 Term**

Mayor Woodbury requested a recorded vote on the main motion.

No. 2022-575

**Moved By** Councillor Sherson

**Seconded By** Councillor Dobreen

**Be it resolved that** by-law number 2022-130 being a by-law to appoint the Grey County Compliance Audit Committee for the 2022 to 2026 term of 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.

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

**Carried (7 to 0)**

### **9.3 Public Works Manager Jim Ellis**

#### **9.3.1 PW2022-046 Hydrovac & CCTV Services Award Recommendation**

No. 2022-576

**Moved By** Councillor Sherson

**Seconded By** Councillor Dobreen

**Be it resolved that** Council receive Staff Report PW2022-046 for information; and

**That** Council approve the award for services for Hydrovac Excavation / Flusher Truck to CT Horizontal & Vac and CCTV Camera Investigation Services to GFL Environmental Inc.

**Carried**

### **9.4 Chief Administrative Officer Dave Milliner**

#### **9.4.1 CAO2022-046 Southgate Meadows Inc Flato West Subdivision Final Report**

**Moved By** Deputy Mayor Milne

**Seconded By** Councillor Frew

**Be it resolved that** Council receive staff report CAO2022-046 as information; and

**That** Council approve the Flato Dundalk Meadows Inc. West Subdivision Final Acceptance of the infrastructure services, roads and storm water management facilities for this development.

**That** Council consider approval of the Flato Dundalk Meadows Inc. West Subdivision Final Acceptance by

municipal By-law 2022-116 at the September 7, 2022 Council meeting.

Councillor Dobreen moved the following motion.

No. 2022-577

**Moved By** Councillor Dobreen

**Seconded By** Councillor Sherson

**Be it resolved that** Council defer Staff report CAO2022-046 Southgate Meadows Inc. Flato West Subdivision Final Report to the September 21, 2022, Council meeting.

**Carried**

#### **9.4.2 By-law 2022-116 Flato West Phase 1 Subdivision - Final Acceptance and Assumption**

No. 2022-578

**Moved By** Councillor Dobreen

**Seconded By** Councillor Rice

**Be it resolved that** Council defer By-law 2022-116 - Flato West Meadows Phase 1 Subdivision - Final Acceptance and Assumption to the September 21, 2022 Council meeting.

**Carried**

#### **9.4.3 CAO2022-052 Dundalk Flyers Hockey Club Donation Report**

No. 2022-579

**Moved By** Councillor Rice

**Seconded By** Councillor Dobreen

**Be it resolved that** Council receive Staff Report CAO2022-052 for information; and

**That** Council approve the Dundalk Flyers Senior Hockey Club Donation Agreement with South-East Grey Community Health Centre with the funding going to the new Dundalk Medical Centre with Southgate acting in a

support role to help the donator complete the transaction;  
and

**That** Council consider approving the Dundalk Flyers Senior Hockey Club Donation Agreement with South-East Grey Community Health Centre and the Township of Southgate by Municipal By-law 2022-123 at the September 7, 2022 Council meeting.

**Carried**

#### **9.4.4 By-law 2022-123 Donation Agreement - Dundalk Flyers Hockey Club and SEGCHC Dundalk Medical Centre**

Mayor Woodbury requested a recorded vote on the main motion.

No. 2022-580

**Moved By** Deputy Mayor Milne

**Seconded By** Councillor Frew

**Be it resolved that** by-law 2022-123 being a by-law to authorize a donation agreement between the Dundalk Flyers Senior Hockey Club, South East Grey Community Health Centre 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)**

#### **9.4.5 CAO2022-053 White Rose Park Phase III Draft Pre-Servicing Agreement Report**

No. 2022-581

**Moved By** Councillor Dobreen  
**Seconded By** Councillor Sherson

**Be it resolved that** Council receive staff report CAO2022-053 as information; and

**That** Council approve the White Rose Park Phase III Draft Pre-Servicing Agreement with the appropriate Schedules reflecting the necessary approved Engineered drawing, report information and approved securities for the project; and

**That** Council consider approving the White Rose Park Phase III Pre-Servicing Agreement by Municipal By-law 2022-126 at the September 21, 2022 meeting.

**Carried**

#### **9.4.6 CAO2022-054 White Rose Phase III Development Reserve Capacity Servicing Allocation**

No. 2022-582

**Moved By** Councillor Dobreen  
**Seconded By** Councillor Shipston

**Be it resolved that Council** receive staff report CAO2022-054 as information; and

**That** Council approve the allocation of 30 residential units of servicing capacity for Water and Wastewater to the White Rose Park Phase 11 Residential Development Project to provide 10 single family dwellings and 25 townhomes; and

**That** Council approve a Hold condition be placed on the remaining 47 units of servicing capacity for Water and Wastewater to the White Rose Park Phase III for the purpose of services for 20 single family and 33 townhome residential properties and that the Hold condition be reflected in the White Rose Park Phase III Servicing Capacity Allocation Agreement; and

**That** Council consider approving the allocation of 30 residential units of servicing capacity for Water and

Wastewater to the White Rose Park Phase III Residential Development Project by municipal By-law 2022-127 at the September 7, 2022 meeting.

**Carried**

**9.4.7 By-law 2022-127 White Rose Phase III - Final Capacity Servicing Allocation Agreement**

Mayor Woodbury requested a recorded vote on the main motion.

No. 2022-583

**Moved By** Councillor Dobreen

**Seconded By** Councillor Shipston

**Be it resolved that** by-law 2022-127 being a by-law to authorize an agreement between 2570970 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)**

**9.4.8 CAO2022-055 Flato East Phase 11 Draft Pre-Servicing Agreement Report Final**

No. 2022-584

**Moved By** Councillor Rice

**Seconded By** Deputy Mayor Milne

**Be it resolved that** Council receive staff report CAO2022-055 as information; and

**That** Council approve the Flato Dundalk Meadows Inc. project known as Flato East Phase 11 for a Draft Pre-servicing Agreement with the appropriate Schedules

reflecting the necessary approved Engineered drawing, report information and approved securities for the project; and

**That** Council consider approving the Flato Dundalk Meadows Inc. project known as Flato East Phase 11 Pre-servicing Agreement by Municipal By-law 2022-124 at the September 21, 2022 meeting.

**Carried**

#### **9.4.9 CAO2022-056 Flato East Phase 11 Development Reserve Capacity Servicing Allocation Report**

No. 2022-585

**Moved By** Councillor Sherson

**Seconded By** Councillor Shipston

**Be it resolved that** Council receive staff report CAO2022-056 as information; and

**That** Council approve the allocation of 152 residential units of servicing capacity for Water and Wastewater to the Flato East Phase 11 Commercial and Residential Development Project to provide 29 units for a commercial use, 42 single family dwellings and 101 townhomes; and

**That** Council approve that a Hold condition be placed on the remaining 50 units of servicing capacity for Water and Wastewater to the Flato East Phase 11 for the purpose of servicing for 50 single family detached residential properties and that the Hold condition be reflected in the Flato East Phase 11 Servicing Capacity Allocation Agreement; and

**That** Council consider approving the allocation of 152 residential units of servicing capacity for Water and Wastewater to the Flato East Phase 11 Commercial and Residential Development Project by municipal By-law 2022-125 at the September 7, 2022 meeting.

**Carried**



**9.4.10 By-law 2022-125 Flato East Phase 11 - Final Capacity Servicing Allocation Agreement**

Mayor Woodbury requested a recorded vote on the main motion.

No. 2022-586

**Moved By** Councillor Dobreen

**Seconded By** Councillor Shipston

**Be it resolved that** by-law 2022-125 being a by-law to authorize an agreement between 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.

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

**Carried (7 to 0)**

**9.4.11 CA02022-057 SEGCHC Dundalk Medical Centre Building Design Report**

Mayor Woodbury relinquished the Chair. Deputy Mayor Milne assumed the Chair.

Mayor Woodbury declared a conflict of interest to Staff Report CA02022-057 as he is a member of the South East Grey Community Health Centre Board of Directors and did not participate in the discussion or voting of the item.

No. 2022-587

**Moved By** Councillor Frew

**Seconded By** Councillor Dobreen

**Be it resolved that** Council receive Staff Report CA02022-057 as information; and

**That** Council provide feedback to staff on the South-East

Grey Community Health Centre, Dundalk Medical Clinic exterior design.

Mayor Woodbury assumed the Chair.

**9.4.12 CA02022-058 South Grey Housing Corporation Municipal Working Group Draft Terms of Reference Report**

No. 2022-588

**Moved By** Councillor Shipston

**Seconded By** Councillor Rice

**Be it resolved that** Council receive staff report CA02022-058 as information; and

**That** Council approve the draft South Grey Housing Corporation Working Group Terms of Reference document and provide feedback to staff.

**Carried**

**9.4.13 CA02022-059 Eh!tel Networks Inc Southgate Hopeville Fibre Optic Point of Presence Site Agreement Approval**

No. 2022-589

**Moved By** Councillor Dobreen

**Seconded By** Deputy Mayor Milne

**Be it resolved that** Council receive staff report CA02022-059 as information; and

**That** Council approve the Eh!Tel Networks Inc. and Southgate Hopeville Point of Presence (POP) Site Agreement, dated September 7<sup>th</sup>, 2022 as presented; and

**That** Council consider approval of the Eh!Tel Networks Inc. and Southgate Hopeville POP Site Agreement by Municipal By-law 2022-128, at the September 7, 2022 Council meeting.

**Carried**

**9.4.14 By-law 2022-128 - EH!Tel Networks Inc. POP Site Agreement - Hopeville**

Mayor Woodbury requested a recorded vote on the main motion.

No. 2022-590

**Moved By** Councillor Sherson

**Seconded By** Councillor Shipston

**Be it resolved that** by-law number 2022-128 being a by-law to authorize an agreement between Eh!tel Networks 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)**

**9.4.15 CAO2022-060 Eh!tel Network Solutions Inc - Southgate Temporary Tower Agreement Approval Report**

No. 2022-591

**Moved By** Councillor Dobreen

**Seconded By** Councillor Frew

**Be it resolved that Council** receive staff report CAO2022-060 as information; and

**That** Council consider approval of the Eh!tel Networks Inc. Temporary Tower Agreement by Municipal By-law 2022-134, at the September 7th, 2022 meeting.

**Carried**

**9.4.16 By-law 2022-134 - Eh!Tel Networks Inc Portable Tower Agreement - Hopeville**

Mayor Woodbury requested a recorded vote on the main motion.

No. 2022-592

**Moved By** Councillor Sherson

**Seconded By** Councillor Shipston

**Be it resolved that** by-law 2022-134 being a by-law to authorize an agreement between Eh!tel Networks 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)**

**9.4.17 CA02022-061 Southgate Meadows Inc. Flato East Phase 2B Subdivision Preliminary Acceptance**

No. 2022-593

**Moved By** Councillor Dobreen

**Seconded By** Councillor Frew

**Be it resolved that** Council receive staff report CA02022-061 as information; and

**That** Council approve the Flato Dundalk Meadows Inc., Flato East Phase 2B Subdivision Preliminary Acceptance of the Stages III & IV infrastructure services for this development.

**Carried**

**9.5 Planner Clinton Stredwick**

**9.5.1 PL2022-062 – ZBA C6-22 Victor Santos**

No. 2022-594

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

**Be it resolved that** Council receive Staff Report PL2022-062 for information; and

**That** Council consider approval of by-law 2022-129.

**Carried**

#### **9.5.2 By-law 2022-129 ZBA C6-22 Victor Santos**

Mayor Woodbury requested a recorded vote on the main motion.

No. 2022-595

**Moved By** Councillor Sherson  
**Seconded By** Councillor Dobreen

**Be it resolved that** by-law number 2022-129 being a by-law to amend Zoning By-law No. 19-2002 entitled the "Township of Southgate Zoning By-law" be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

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

**Carried (7 to 0)**

#### **9.5.3 PL2022-063-C8-22 - Grey Ridge Metals**

No. 2022-596

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

**Be it resolved that** Council receive Staff Report PL2022-063 for information; and

**That** Council Consider approval of Bylaw- 2022-131.

**Carried**

**9.5.4 By-law 2022-131 - ZBA C8-22 Grey Ridge Metals**

Mayor Woodbury requested a recorded vote on the main motion.

No. 2022-597

**Moved By** Councillor Sherson

**Seconded By** Councillor Dobreen

**Be it resolved that** by-law number 2022-131, as amended, being a by-law to amend Zoning By-law No. 19-2002 entitled the "Township of Southgate Zoning By-law" be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

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

**Carried (7 to 0)**

**9.5.5 PL2022-065-C15-22 – Wilder Lake Subdivision – Removal of Holding**

Deputy Mayor Milne declared a conflict of interest to item 9.5.5 - Staff Report PL2022-065 Wilder Lake Subdivision - Removal of Holding Symbol as the developer is a family member and did not participate in the discussion or voting of the item.

No. 2022-598

**Moved By** Councillor Rice

**Seconded By** Councillor Frew

**Be it resolved that** Council receive Staff Report PL2022-065 for information; and

**That** Council consider approval of Bylaw- 2022-133.

**Carried**

**9.5.6 By-law 2022-133 - Holding By-law Lift Holding on Wilder Lake Phase 1**

Deputy Mayor Milne declared a conflict of interest to item 9.5.6 - By-law 2022-133 - Wilder Lake Subdivision - Removal of Holding Symbol as the developer is a family member and did not participate in the discussion or voting of the item.

No. 2022-599

**Moved By** Councillor Sherson

**Seconded By** Councillor Shipston

**Be it resolved that** by-law number 2022-133 being a by-law to life the 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.

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

Conflict (1): Deputy Mayor Milne

**Carried (6 to 0)**

**10. By-laws and Motions**

None.

**11. Notice of Motion**

None.

**12. Consent Items**

**12.1 Regular Business (for information)**

No. 2022-600

**Moved By** Councillor Rice  
**Seconded By** Councillor Dobreen

**Be it resolved that** Council approve the items on the Regular Business consent agenda dated September 7, 2022, and direct staff to proceed with all necessary administrative actions.

**Carried**

**12.1.1      CAO2022-050 CAOs AMO Conference 2022  
                 Report**

**12.1.2      COA2022-051 New CAO Transition Plan Report**

**12.1.3      HR2022-043 - WSIB Excellence Program**

**12.1.4      HR2022-044 PW Staffing Updates**

**12.1.5      HR2022-045 Finance Staff Updates**

**12.1.6      PW2022-045 Department Report**

**12.2 Correspondence (for information)**

No. 2022-601

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

**Be it resolved that** Council receive the items on the Correspondence consent agenda dated September 7, 2022 as information.

**Carried**

**12.2.1      Charity Radio Bingo - Southgate Approval  
                 Letter**

**12.2.2      Dufferin County Memorial Walk**

**12.2.3      GRCA - General Meeting Summary- received  
                 August 26, 2022**

**12.2.4      OACA - 2021-2022 Annual Report - received  
                 August 26, 2022**



**12.2.5 Ontario's Ombudsman Annual Report 2021-2022- received Sept. 01, 2022**

**12.2.6 Seniors for Social Action - Bill 7 - received August 23, 2022**

**12.2.7 Southgate Affordable Attainable Housing Advisory Committee - Information Package**

**12.2.8 Town of Grey Bruce- Saugeen Hospice South Build Funds Release-received September 1, 2022**

**12.2.9 Township of Wellington North - Participation Rates Mount Forest Pool - received August 25, 2022pdf -**

**12.3 Resolutions of Other Municipalities (for information)**

No. 2022-602

**Moved By** Councillor Frew

**Seconded By** Deputy Mayor Milne

**Be it resolved that** Council receive the items on the Resolutions of other Municipalities consent agenda dated September 7, 2022 as information.

**Carried**

**12.3.1 City of Owen Sound- Changes to Amber Alert System- received August 26, 2022**

**12.3.2 Town of South Bruce Peninsula - Grey Sauble Conservation Authority Resolution - received August 16, 2022**

**12.3.3 Town of South Bruce Peninsula Letter Physician Shortages**

**12.3.4 Town of Wasaga Beach - Strong Mayor, Building Homes Act - received August 24 2022**

**12.4 Closed Session (for information)**

None.

### **13. County Report**

Mayor Woodbury did not report anything new from County Council.

### **14. Members Privilege - Good News & Celebrations**

Councillor Sherson noted that the Dundalk Fall Fair is being held September 9 – September 11 and noted that the Dundalk Agricultural Society is still looking for volunteers and contestants for the Junior and Senior Fair Ambassador Competition.

Councillor Dobreen noted that the Seniors Health Fair is being held on September 21, 2022, at the Dundalk Arena. The Seniors Advisory Committee is anticipating a record number of attendees and there are several exhibitor booths to visit.

### **15. Closed Meeting**

No. 2022-603

**Moved By** Councillor Shipston

**Seconded By** Councillor Dobreen

**Be it resolved that** Council proceed into Closed Session at 10:32 AM in order to address matters relating to Litigation or Potential Litigation(Municipal Act, Section 239(2)(e))(Subject: Building Assessment Report - Verbal Report), Advice that is Subject to Solicitor-Client Privilege and Litigation or Potential Litigation(Municipal Act, Section 239(2)(f)and(e))(Subject: Legal update regarding a property easement dispute and Legal Action on a Council decision - Verbal Report), Personal Matters about an Identifiable Individual(Municipal Act, Section 239(2)(b))(Subject: Employee policy non-compliance - Verbal Update); and

**That** Facilities Manager Kevin Green, Treasurer William Gott, Public Works Manager Jim Ellis, Chief Building Official Bev Fisher, HR Coordinator Kayla Best, Clerk Lindsey Green and Chief Administrative Officer Dave Milliner remain in attendance.

**Carried**

Council recessed at 10:32 AM and returned at 10:45 AM.

Facilities Manager Kevin Green did not attend the Closed Meeting.

Public Works Manager Jim Ellis, Treasurer William Gott and Chief Building Official Bev Fisher left the Closed Meeting at 11:09 AM and did not return.

No. 2022-604

**Moved By** Deputy Mayor Milne

**Seconded By** Councillor Rice

**Be it resolved that** Council come out of Closed Session at 11:33 AM.

**Carried**

Council recessed at 11:33 AM and returned at 11:35 AM.

**15.1 Litigation or Potential Litigation (Municipal Act, Section 239(2)(e)) (Subject: Building Assessment Report - Verbal Report)**

No. 2022-605

**Moved By** Councillor Shipston

**Seconded By** Councillor Rice

**Be it resolved that** Council receive the verbal report regarding litigation or potential litigation related to a building assessment report as information; and

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

**Carried**

**15.2 Advice that is Subject to Solicitor-Client Privilege and Litigation or Potential Litigation (Municipal Act, Section 239(2)(f) and(e)) (Subject: Legal update regarding a property easement dispute and Legal Action on a Council decision - Verbal Report)**

No. 2022-606

**Moved By** Deputy Mayor Milne

**Seconded By** Councillor Sherson

**Be it resolved that** Council receive the verbal report regarding advice that is subject to solicitor-client privilege and Litigation,

or Potential Litigation related to a legal update regarding a property easement dispute and legal action on a Council decision as information.

**Carried**

**15.3 Personal Matters about an Identifiable Individual  
(Municipal Act, Section 239(2)(b)) (Subject: Employee  
policy non-compliance - Verbal Update)**

No. 2022-607

**Moved By** Councillor Frew

**Seconded By** Councillor Rice

**Be it resolved that** Council receive the verbal update regarding Personal Matters about an Identifiable Individual related to an employee policy non-compliance as information.

**Carried**

**16. Confirming By-law**

Mayor Woodbury requested a recorded vote on the main motion.

No. 2022-608

**Moved By** Councillor Dobreen

**Seconded By** Councillor Shipston

**Be it resolved that** by-law number 2022-135 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 September 7, 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. 2022-609

**Moved By** Deputy Mayor Milne

**Be it resolved that** Council adjourn the meeting at 11:37 AM.

**Carried**

---

Mayor John Woodbury

---

Clerk Lindsey Green



## **Staff Report HR2022-047**

**Title of Report:** Electronic Monitoring Policy  
**Department:** Human Resources  
**Council Date:** September 21, 2022

### **Recommendation:**

**Be it resolved that** Council receive Staff Report HR2022-047 for information; and  
**That** Council approve draft Policy #93 Electronic Monitoring Policy as presented; and  
**That** Council consider approval of Policy #93 Electronic Monitoring Policy by Municipal By-Law at the October 5, 2022 Council Meeting.

### **Background:**

On April 11, 2022, Bill 88 – the Working for Workers Act, 2022 was given Royal Assent. Within this Bill it contains a Digital Platform Workers’ Rights Act, 2022 which made amendments to the Employment Standards Act, 2000 (ESA).

The amendment to ESA now requires all employers that employ 25 or more workers to have a written policy in place on how the employer electronically monitors employees. The Policy must include:

- If the employer is electronically monitoring employees and if so,
  - A description of how and in what circumstances the employer may electronically monitor employees, and
  - The purpose for which information is obtained through the electronic monitoring and how it is used.
- The date the policy was prepared, and date changes were made; and
- Any other information as may be prescribed by law in the future.

The Policy is to be in place by October 11, 2022 and copies provided to employees by November 10, 2022. Employers must also provide a written copy of the policy to all new employees within 30 days of their start date.

Important to note is that this policy does not affect or limit an employer’s ability to engage in electronic monitoring of employees and does not provide any new rights to employees or employers.

### **Staff Comments:**

Staff have written Policy #93 Electronic Monitoring Policy in accordance with the Employment Standards Act, 2000 as amended and the draft is included as Attachment #1. Staff have also consulted with other municipalities and resources for information on what the policy should entail, and the draft policy has been reviewed by senior staff for feedback.

### **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 to the public.

**Concluding Comments:**

1. That Council receive this report as information.
2. That Council receive the draft and provide any feedback.
3. That Council consider approval of Policy #93 Electronic Monitoring policy by Municipal By-Law at the October 5, 2022 Council meeting.

Respectfully Submitted,

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

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

**Attachments:**

Attachment #1: Policy #93 Electronic Monitoring Policy Draft



## **Electronic Monitoring Policy - DRAFT**

### **1. Purpose**

The Township of Southgate is committed to informing employees about the presence of any and all electronic monitoring software or equipment either in the workplace or contained on any of the Township's devices. The Township values transparency and is committed to adhering to applicable legislation and regulations in relation to electronic monitoring in the workplace.

### **2. Policy Scope**

This Policy applies to all Township employees including full-time, part-time, seasonal, volunteer and contract employees whether working remotely or in the workplace they report to.

### **3. Applicable Legislation**

This policy is written in accordance with Bill 88, Working for Workers Act, 2022 and the Employment Standards Act, 2000, as amended.

### **4. Definitions**

- a. "Electronic Monitoring" under this Policy means using technologic, electronic or digital means to track, observe or monitor someone's actions.
- b. "Employment Standards Act" means the Employment Standards Act, 2000, as amended, including any regulations made under the Act, and otherwise referred to as the "ESA".
- c. "Township" means the Township of Southgate.

### **5. Roles and Responsibilities**

#### **a. Department Heads & Supervisors**

- Ensure the privacy of employees is respected while maintaining appropriate use of Township issued devices.
- Inform Human Resources of any changes to equipment, devices or protocols which may impact this policy.
- Ensure staff are aware and understand the policy.
- Discuss any concerns related to this policy.

#### **b. Employees**

- Read, understand and acknowledge the policy.
- Discuss any concerns related to this policy with their supervisor or human resources.
- Use Township owned devices and/or equipment in compliance with this policies and all other applicable policies.

#### **c. Human Resources**

- Provide a copy of this policy to each employee within 30 days of Council approval, including all amendments.
- Provide a copy of this policy to all new employees within 30 days of their start date.





- Support problem solving where challenges are experienced in relation to this policy.
- Update the policy if made aware of any changes required due to change in equipment, devices or protocols.

## **6. Electronic Monitoring**

The Township has the following electronic monitoring systems in place in the workplace:

### **a. Video cameras and Recording Equipment**

- Video surveillance technology is used on Township property to deter theft, vandalism and ensure employee safety.
- Video surveillance is used on Waste equipment to assist with investigations of complaints.
- Video surveillance is used on all fire department apparatus to be used for investigations, safety and training purposes.
- These video recordings are used by management to investigate specific occurrences or complaints.
- Should any misconduct be found on video surveillance footage, it may be disclosed to approved third parties if requested.
- Bathrooms, changing rooms and other private spaces do not have video surveillance and video surveillance equipment will be clearly visible and marked with noticed.

### **b. Vehicle & Equipment Monitoring**

- GPS devices and monitoring is used in Township owned vehicles and equipment to track location of vehicles.
- Vehicle computer monitoring is installed in most Township owned vehicles, including fire department apparatus and is recorded but not accessed unless there is a vehicle collision. The information would be accessed by the police for investigative purposes.
- The information that is collected includes vehicle location, time, plow up/down, level of salt and/or sand applied to the road surfaces.
- These records may be accessed in the event of an emergency, complaint or for legal liability court proceedings.

### **c. Cell Phone Usage**

- The Township is provided a breakdown of all cell phone usage on Township phones.
- This information is used to review appropriate usage of Township owned cellphones and determine best usage plans through the provider.

### **d. Fire Department Location Tracking**

- The Dundalk Fire Department uses applications to track firefighter location using location services enabled on each user's phone when a fire call comes in and the user agrees to have their location tracked at that time.



- This location tracking is used to determine if firefighters are able to respond to emergency calls and is available to all Dundalk Fire Department members.

**e. Fire Department Audio Recordings**

- All fire department apparatus includes a radio system which is audio recorded at all times.
- Recordings are available to dispatch as well as the Fire Chief.
- Recordings are used for investigations, safety and training purposes.

**7. Retention**

All data obtained by the Township as part of electronic monitoring will be retained digitally in accordance with the Township's Retention By-Law and the Municipal Freedom of Information and Protection of Privacy Act.

**8. Policy Review Cycle**

This policy will be reviewed at minimum every three (3) years and updated if required.

## **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](http://www.southgate.ca)

## **Staff Report CAO2022-046**

**Title of Report:** Flato Dundalk Meadows Inc. West Subdivision Final  
Acceptance Report  
*(Note: Republished and Amended Report from  
September 7<sup>th</sup>, 2022 Council Meeting)*

**Department:** Administration

**Council Date:** September 21, 2022

### **Council Recommendation:**

**Be it resolved that** Council receive staff report CAO2022-046 as information; and

**That** Council receive the verbal report and information received from Ray Kirtz of Triton Engineering to support this resolution approval; and

**That** Council approve the Flato Dundalk Meadows Inc. West Subdivision Final Acceptance of the infrastructure services, roads and stormwater management facilities for this development, with the start of the warranty period on August 12, 2022; and

**That** Council approve the Flato Dundalk Meadows Inc. West Subdivision Final Acceptance of the infrastructure subject to retaining the present \$50,000.00 in securities until such time as Triton certifies the list of items in the Crozier letter date are corrected to our Engineer's satisfaction at which time the securities will be released as an administrative action; and

**That** Council consider approval of the Flato Dundalk Meadows Inc. West Subdivision Final Acceptance by municipal By-law 2022-116 at the September 21, 2022 Council meeting.

### **Background:**

A Subdivision Agreement (SDA) is required by the Township of Southgate for all residential development projects where the lands being developed with roads and normal municipal services (lighting, sidewalks, stormwater, wastewater and water) and public servicing (cable TV, electricity, internet, natural gas, telephone, etc.) infrastructure. Subdivision development agreements establish the required infrastructure for the project, inspection of the assets installed, initial maintenance of assets, preliminary acceptance, warranty period, final acceptance and ownership transfer of the assets to the municipality.

**Staff Comments:**

The Crozier Engineers are requesting the Flato Meadows Inc. West Phase 1 development Final Acceptance of this phase of the subdivision by letter included in this report as Attachment #1. The Crozier letter spells out the details of the Final Acceptance, warranty period to begin August 12, 2022.

Triton Engineering staff has inspected and reviewed the Flato West Phase 1 subdivision public infrastructure installed and the subdivision agreement final acceptance requirements. Triton in their letter report dated August 17, 2022 have confirmed site inspections have been completed, identified services to be repaired, approved and triggered the start of the August 12, 2022 warranty period, received the developers consultant's certification that services have been constructed and installed in accordance with approved plans, and survey monuments are identified or replaced. The Triton letter is included in this report as the Attachment #2 document.

***Additional Comments:***

The Crozier letter spells out the deficiencies acknowledged in the Triton report. These items are minor in nature and a very small quantity of issues in relation to the size and scope of a subdivision infrastructure installed. Consideration needs to be given that some of this work needs to be postponed (3 items) to the fall season as replacing trees and trying reseed grass in the summer is futile when there is seasonally a lack of moisture and increased heat conditions. The other items are the repainting of a hydrant, the placement of pedestrian barricades at a bridge, 3 storm sewer repairs and 2 sanitary sewer repairs with the sewer issues found through CCTV (camera inspection) or evidence of ponding found during final inspections. Retaining securities until these items have been corrected will provide full assurance that the work will be completed, plus the remaining warranty period provides assurance for these and other issues that may present themselves.

**Financial Impact or Long Term Implications**

There is no financial impact to the municipality as a result of this report as all the engineering costs to review the servicing for final acceptance of the Flato West Phase 1 project 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 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 staff has reviewed the Flato West Phase 1 subdivision public infrastructure installed, the subdivision agreement final acceptance requirements and has confirmed by letter their approval in the Attachment #2 document.

Respectfully Submitted,

**CAO approval:** Original Signed By

Dave Milliner – CAO

[dmilliner@southgate.ca](mailto:dmilliner@southgate.ca)

519-923-2110 x223

**PW approval:** Original Signed By

Jim Ellis – Public Works Mgr.

[jellis@southgate.ca](mailto:jellis@southgate.ca)

519-923-2110 x224

**Planning approval:** Original Signed By

Clint Stredwick – Municipal Planner

[planning@southgate.ca](mailto:planning@southgate.ca)

519-923-2110 x228

**Attachments:**

- Attachment 1 – Crozier request letter for Flato West Residential Development Final Acceptance Approval dated August 16, 2022
- Attachment 2 – Triton Report letter on the Flato West Residential Development Final Acceptance Approval dated August 17, 2022

**AUGUST 16, 2022**

**PROJECT NO: 1060-4057**

**SENT VIA: EMAIL**

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

**Attention: Mr. David Milliner, CAO**

**RE: REQUEST FOR FINAL ACCEPTANCE OF THE WORKS  
FLATO WEST DEVELOPMENT  
TOWNSHIP OF SOUTHGATE**

Dear David,

By copy of this letter, C.F. Crozier & Associates Inc. (Crozier) certifies that all works completed for the period ending June 30, 2022 associated with the municipal servicing (sewers, water system, and roadworks) for the Flato West development have been completed and functioning, as per all applicable municipal and provincial standards. On behalf of the Owner (Flato West Meadows Inc.) our firm respectfully requests that the municipality issue Final Acceptance of the works for the Flato West development and proceed to assume the infrastructure.

The one-year guaranteed maintenance period from the date of Preliminary Acceptance Stage IV is understood to have lapsed; however, a one-year guaranteed maintenance period will commence on August 12, 2022 for the following items:

1. Repainted hydrants within development (8 total)
2. Pedestrian barricades adjacent to Elm Street bridge
3. Stormwater management pond topsoil and seed replacement adjacent to maintenance access path and tree re-plantings
4. Trees replanted within right-of-way limits (30 total)
5. East boulevard topsoil and seed along Elm Street, adjacent to Block 71

It is understood that during the final CCTV review several deficiencies within sanitary and storm service laterals were noted past the right-of-way limits and will be the responsibility of the Owner (Flato West Meadows Inc.) to repair. These services are:

1. Lot 5 Storm Service: Major pipe deformations, ponding and debris noted at 21.5 m, 22.98 m, 23.56 m and 24.95m from the storm main. Video unable to continue past deformation at 25 m from the main due to significant ponding.
2. Lot 32/33 Storm Service: Ponding (100%) from 13.13 m to 18.60 m from STMMH5.
3. Lot 44 Storm Service: Ponding noted on service lateral 9.5m from the mainline.
4. Lot 17 Sanitary Service: Significant ponding (100%) starting from 9.85 m from sanitary main.
5. Lot 29 Sanitary Service: Deformation of the pipe at 10.5 m from sanitary main.

Trusting the above to be satisfactory, and the Township will be able to process this request forthwith. Should you have any questions or require clarification, please contact the undersigned. Thank you.

Sincerely,

**C.F. CROZIER & ASSOCIATES INC.**



Brian Homenuk, C.E.T., rcji  
Assistant Contract Administrator  
BMH/km

c.c.     Shakir Rehmatullah, Flato West Meadows Inc.  
          Gianpaolo Lombardo, Flato West Meadows Inc.  
          Nazy Majidi, Flato West Meadows Inc.

Enclosure

J:\1000\1060-Flato Dev\4057-Dundalk Res\Letters\2022.07.11 Request for Final Acceptance.docx



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

Attention: Dave Milliner, Chief Administrative Officer

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

ORANGEVILLE • FERGUS • HARRISTON

August 17, 2022

Re: Township of Southgate  
Flato West Subdivision – Phase 1  
Final Acceptance Municipal Services  
Our File: A4153A

Dear Mr. Milliner:

Further to the request from Crozier Consulting Engineers (Crozier) dated August 16, 2022 (attached) regarding Final Acceptance for Phase 1 of the Flato West Subdivision, we wish to advise as follows:

- Site inspections have been completed by Triton Engineering Services Limited, Crozier, and municipal staff. These inspections have confirmed that all municipal works have been completed satisfactorily.
- Deficiencies within sanitary and storm services identified beyond the Municipal right-of-way as noted within the request from Crozier will be repaired by the Owner (Flato West Meadows)
- Works recently completed, as identified in the Crozier letter, will be subjected to a one year guaranteed maintenance period effective August 12, 2022.
- The Developer's consultant, Crozier, has provided written certification dated August 16, 2022 (attached) that all services have been constructed and installed in accordance with the approved plans and specifications.
- A certificate from an Ontario Land Surveyor will be provided to confirm that all survey monumentation has been located and, where necessary, replaced.

Based on this information, we recommend that Final Acceptance be granted for Phase 1 of the Flato West Subdivision.

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

Respectfully,  
Triton Engineering Services Limited

Dustin C. Lyttle, P. Eng.

Cc: Jim Ellis, CRS S, Public Works Manager, Township of Southgate





**THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE**  
**BY-LAW 2022-116**

being a by-law to assume municipal services  
in respect to Registered Plan 16M-54

**Whereas** the Subdivision Agreement between Flato West Meadows Inc. and the Corporation of the Township of Southgate dated June 15, 2017, provides for the construction and installation of certain municipal services related to Registered Plan 16M-54; and

**Whereas** the Township of Southgate has received certification that the municipal services set out in the Subdivision Agreement have been constructed and installed in accordance with the Township's specifications and have received recommendation that final acceptance be granted for Phase 1 of the Flato West Subdivision,

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

1. **That** the municipal services set out in the Subdivision Agreement as noted above, be and are hereby assumed by the Township of Southgate as municipal services; and
2. **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 21<sup>st</sup> day of September, 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](http://www.southgate.ca)

## **Staff Report CAO2022-062**

**Title of Report:** White Rose Park Phase III Pre-Servicing Agreement  
for Residential Development Project Report

**Department:** Administration

**Council Date:** September 21, 2022

### **Council Recommendation:**

**Be it resolved that** Council receive staff report CAO2022-062 as information; and

**That** Council approve the White Rose Park Phase III Pre-Servicing Final Agreement and the security requirements for this work for their residential development project; and

**That** Council consider approving the White Rose Park Phase III Pre-Servicing Agreement by Municipal By-law 2022-126 at the September 21, 2022 meeting.

### **Background:**

White Rose Park Phase III presently has a Draft Plan Subdivision approval for the their residential development project. They also have a Site Alteration Agreement that was approved by the Township of Southgate on June 6<sup>th</sup>, 2022 by municipal By-law 2022-091.

The White Rose Park Phase III Residential Development Project now requires a Pre-Servicing Agreement for their project. This agreement has been created as a template document we used for past development pre-servicing projects, that has been reviewed by our lawyer, our engineers and approved by Southgate Council for several past projects.

The Pre-Servicing Agreement is now the next step in the process that will allow the developer to start the site work for the installation of servicing infrastructure and construction of the roadway, based on the approved servicing drawings.

White Rose Park have requested a Pre-Servicing Agreement in advance of the Subdivision Agreement. What this agreement will allow is the installation by the developer of on-site and off-site infrastructure such as water, sewers, stormwater drains, curbs & gutter, and roadway construction with base course asphalt, while the Subdivision Agreement is going through the approval process. During the pre-servicing phase of the project, without a subdivision agreement in place, the Township has minimal liability as the lot fabric has not been approved or registered with title, therefore Southgate would have no responsibility to finish the lot servicing. The responsibility the Township would have with a pre-servicing

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

The Pre-Servicing Agreement will allow the developer to start the work based on approved servicing drawings and posted securities. By the developer undertaking the work prior to Subdivision Agreement approval, they take on more risk and the municipality has considerably less. Therefore, the required posted securities in favour of the municipality, by the developer, is less because the Township has not committed to an approved Subdivision Agreement. When the Subdivision Agreement is approved, the required securities will be reviewed and posted at the required levels based on the amount of servicing work that has been completed and accepted. The developer securities presently required for a Pre-Servicing Agreement is 5% for on-site and 100% for off-site works. In a Subdivision Agreement, the developer securities required is 100% for on-site and 100% for off-site works because the lots have been created and likely presold. The major cost of servicing of a residential development is the installation of infrastructure during the pre-servicing agreement phase. When it comes to Subdivision Agreement approval, the amount of securities required is considerably less as it only covers sidewalks, street lighting, street signage, lot grading, sodding, fencing, tree planting, final asphalt placement, etc., if all the pre-servicing work has been completed.

Council approved the White Rose Park Phase III draft Pre-Servicing agreement at the September 7<sup>th</sup>, 2022 meeting through the following resolution:

**Moved By** Councillor Dobreen; **Seconded By** Councillor Sherson;

**Be it resolved that** Council receive staff report CAO2022-053 as information; and

**That** Council approve the White Rose Park Phase III Draft Pre-Servicing Agreement with the appropriate Schedules reflecting the necessary approved Engineered drawing, report information and approved securities for the project; and

**That** Council consider approving the White Rose Park Phase III Pre-Servicing Agreement by Municipal By-law 2022-126 at the September 21, 2022 meeting.

Carried No. 2022-581

#### **Staff Comments:**

The White Rose Park Phase III Final Pre-Servicing agreement is included in this Council agenda with the municipal By-law 2022-126 for approval.

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

1. Engineering have reviewed the drawings and report documents listed in the "Schedule B" of the agreement;
2. The review and calculation of the securities necessary to support the White Rose Park Phase III project work onsite and offsite work for infrastructure

servicing upgrades and costs that will be included in the final version of the Pre-servicing Agreement;

3. The final step is for Council approval of White Rose Park Phase III Pre-servicing Agreement and by municipal By-law 2022-126 for approval at the September 21, 2022 meeting.

### **Financial Impact or Long Term Implications**

There is no financial impact as a result of this report as the developer will be paying for engineering and legal costs related to the creation of this agreement.

The developer will maintain \$1,433,854.00 as the posted securities for the project through an Irrevocable Letter of Credit (LC) to cover the estimated servicing costs determined by Southgate's engineers. The internal works cost estimate is \$5,408,901.17 is covered by 10% of the works (\$540,890.12) during pre-servicing and the external works cost is \$892,963.50 requiring 100% security.

The Township and the developer will also be working with the engineers to determine the required offsite work for the project. This will require a Service Finance Agreement between the Township of Southgate and White Rose Park to identify the required offsite infrastructure upgrades to support the development and the benefit to the existing community in the area. This agreement will be developed for Council approval at a later date.

The Service Finance Agreement and cost calculation for the off-site works will be assessed for the requirements that will be developed by the engineers for execution between White Rose Park Phase III developer and the Township of Southgate. The agreement will assess the required project work, project costs and any cost sharing required for all the off-site infrastructure upgrades and site improvements to the roads, sidewalk, drainage and water/wastewater servicing required to support this new residential development's increased needs and servicing demands.

### **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 report as information.
2. That Council approve the White Rose Park Phase III Final Pre-Servicing Agreement as presented.
3. That Council consider approval of the White Rose Park Phase III for a Final Pre-Servicing Agreement by Municipal By-law 2022-126 at the September 21<sup>st</sup>, 2022 Council meeting.

Respectfully Submitted,

**CAO approval:** Original Signed By

Dave Milliner – CAO      [dmilliner@southgate.ca](mailto:dmilliner@southgate.ca)    519-923-2110 x210

- Attachment #1 – Triton letter report on their approval of the White Rose Park Phase III Pre-Servicing Agreement dated September 15, 2022



**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

September 15, 2022

Township of Southgate  
185667 Grey County Road 9  
R.R. #1  
Dundalk, Ontario  
N0C 1B0

Attention: Dave Milliner  
Chief Administrative Officer

RE: TOWNSHIP OF SOUTHGATE  
WHITE ROSE PARK SUBDIVISION PHASE 3  
ENGINEERING DESIGN AND COST ESTIMATE  
REVIEW & RECOMMENDATION  
OUR FILE: A4165A

Dear Mr. Milliner:

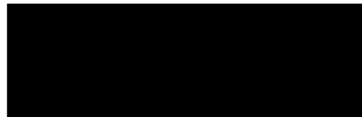
This letter is to confirm that Triton Engineering Services Limited has reviewed the engineering design for this development and find it meets the Provincial and Township Municipal Servicing Standards as applicable for the purposes of entering into a Pre-Servicing Agreement.

Further, we have reviewed the construction cost estimates for both internal and external works required to support this development and find them to be acceptable for the purposes of security. These estimates have formed part of the Pre-Servicing Agreement and were used to determine the required security amount of \$1,433,854.00.

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

Respectfully,

TRITON ENGINEERING SERVICES LIMITED



Ray D. Kirtz, P. Eng.



**The Corporation of the Township of Southgate**

**By-law Number 2022-126**

**being a by-law to authorize an agreement between 2570970 Ontario Inc.  
and The Corporation of the Township of Southgate**

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

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

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

**Whereas** it is deemed necessary and desirable that the Council of the Corporation of the Township of Southgate enact a by-law authorizing the Corporation to enter into an agreement with 2570970 Ontario Inc.,

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

1. **That** the agreement between 2570970 Ontario Inc. and The Corporation of the Township of Southgate, attached hereto at Schedule A is hereby ratified and confirmed; and
2. **That** the Mayor and Clerk are hereby authorized and directed to sign the Agreement, in substantially the same form as the agreement attached hereto as Schedule "A", on behalf of the Corporation of the Township of Southgate and all other documents as may be necessary to give effect thereto; and
3. **That** where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

**Read a first, second and third time and finally passed this 21<sup>st</sup> day of September, 2022.**

---

John Woodbury – Mayor

---

Lindsey Green – Clerk

## SUBDIVISION PRE-SERVICING AGREEMENT

**B E T W E E N:**

**2570970 Ontario Inc. ( White Rose Park)**  
(hereinafter called the “Developer”)

OF THE FIRST PART

- and -

**The Corporation of the Township of Southgate**  
(hereinafter called the “Township”)

OF THE SECOND PART

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

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

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

**AND WHEREAS** the Developer intends to immediately commence with the installation of Stage I and II services as outlined in Article 34 d) herein including underground services and/or storm drainage work and/or road works as further described in the plans, drawings and reports listed in Schedule “B” (the “Works”) prior to the execution and the registration of the Subdivision Agreement, and final approval and the registration of the Plan;

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

**AND WHEREAS** the Developer has obtained written approval of various agencies, including the Grand River Conservation Authority, Grey County Planning Department, Ministry of Environment, Conservation and Parks with respect to the ECA permit, the Township, the Ministry of Transportation and other agencies as applicable to the satisfaction of the Township in so far as these agencies and their comments and requirements relate to the construction, installation or provision of the Works;

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



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

#### **PRE-SERVICING AT DEVELOPER'S RISK**

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

#### **MODIFICATIONS MAY BE REQUIRED TO ENGINEERING DRAWINGS AND PLANS**

2. The Developer acknowledges and agrees that the engineering design drawings and plans as submitted have not been finally accepted by the Township. In order to obtain final approval of the engineering design drawings and plans, modification, alteration, relocation, and reconstruction of all or part of the Works is required, the Developer agrees that it may be required to make modifications and alterations and to relocate and reconstruct some or all or any portions of the Works at its sole cost and expense and at the direction of the Township.

#### **WRITTEN ACCEPTANCE OF PRE-SERVICING BY TOWNSHIP REQUIRED**

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

#### **TOWNSHIP MAY REQUIRE PRE-SERVICING TO STOP**

4. The Developer acknowledges and agrees that if the Works, as set out in the engineering design drawings, are not being carried out in an acceptable manner or the development of the Plan is not proceeding expeditiously to the satisfaction of the Township in its discretion, the Township, acting reasonably, will have the right to require the Developer to cease any or all construction activities, by written notice to the Developer in accordance with Article 24 of this Agreement.

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

## **ESTIMATED COSTS**

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

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

## **PROFESSIONAL ENGINEER**

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

## **COSTS OF CHECKING PLANS AND SPECIFICATIONS**

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

## **AT DEVELOPER'S COST**

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

satisfaction", unless specifically stated otherwise.

#### **TOWNSHIP TO HAVE UNRESTRICTED ACCESS TO LANDS**

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

#### **REGULAR MUNICIPAL CONSTRUCTION OBSERVATIONS**

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

#### **SILTATION AND EROSION CONTROL**

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

#### **DEVELOPER'S SOLELY RESPONSIBLE FOR DESIGN, PLANS AND SPECIFICATIONS**

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

#### **NO CONNECTION TO MUNICIPAL SERVICES**

13. The Developer expressly covenants and agrees not to connect any Works to any municipal or public services on any Township or public right-of-way except in accordance with a fully executed subdivision or model home agreement. However, the Developer may install servicing up to the property line of the homes within the Subdivision. The Township will allow physical connections to existing sewers and watermain with certain

requirements in order to have one construction activity to facilitate the required video inspection, testing and commissioning of the services.

#### **NO WORK ON LANDS BY DEVELOPER WITHOUT APPROVAL**

14. The Developer acknowledges and agrees that no work shall be carried out on lands not owned by it without the prior written consent of the owner of such lands and that such consent shall be forthwith filed with the Township.

#### **OTHER APPROVALS**

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

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

#### **OFF-SITE NUISANCE**

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

#### **INSURANCE**

17.
  - (a) The Developer agrees to file with the Township, prior to commencement of the Works provided for in this Agreement, a public liability insurance policy in an amount of no less than five million dollars (\$5,000,000.00) (subject to the Township's right to set higher limits if it considers necessary) naming the Township for insurance against all damages or claims for damages. The form, content and type of insurance policy are to be subject to approval by the Township. The Developer shall keep the aforesaid insurance policy in effect until the guaranteed maintenance period has expired and the Works have been assumed by the Township.
  - (b) The premiums for the insurance policy shall initially be paid for a period of one (1) year. Upon execution of this Agreement and prior to commencement of each policy year the Developer shall provide a copy of the policy to the Township indicating full payment.
  - (c) The issuance of the policy of insurance shall not be construed as relieving the Developer from responsibility for other or larger claims, if any, for which it may be held responsible.

## TREE REMOVAL

18. The Developer shall remove only those trees required for the installation of Works comprising underground services, as determined in the field by the Engineer and as previously approved by the Township in writing.

## SECURITY

19. (a) In order to guarantee the due performance of its covenants in this Agreement, the Developer shall, prior to execution of this Agreement, provide the Township with a Letter of Credit ("Letter of Credit") or cash security in the amount of **\$1,433,854.00** less the amount of security posted under the Site Alteration Agreement. Notwithstanding the foregoing, the minimum security amount required under this Agreement shall be 10% of the total estimated cost of the internal works for the Subdivision plus 100% of the total cost of the entire external works associated with the Subdivision.
- (b) 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 projects 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. In order to maintain the appropriate amount of securities every 6 months, the Developer's engineering consultant will provide a Securities Reconciliation Report with a recommendation to the Township based on the work completed by the Developer and the Township approved projects added for construction. The Township's engineering consultant will review this report and provide a recommendation to the Township.
- (c) The Developer acknowledges and agrees that no reduction in the amount of the securities filed by the Developer with the Township in accordance with the terms of this Agreement shall be permitted until such time as the Developer has entered into a Subdivision Agreement with the Township for the Lands. Thereafter, any changes in the Letter of Credit posted by the Developer shall be completed in accordance with the terms of the said Subdivision Agreement and may be maintained, supplemented, or reduced for the future development phases or agreements. Nothing in this paragraph, however, is intended to prohibit the Township from drawing on the said securities in accordance with this Agreement.
- (d) The Letter of Credit or cash security shall comprise of an irrevocable letter of credit from a Canadian Chartered Bank issued in accordance with terms satisfactory to the Township's Treasurer in the form set out in Schedule "D" and shall provide that 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.

## **DEPOSIT**

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

## **LIMITED CONSTRUCTION ACCESS**

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

## **SIGNAGE**

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

## **TOWNSHIP NOT OBLIGATED TO COMPLETE ANY OUTSTANDING WORKS**

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

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

## **NOTICE**

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

- (a) To the Township:

The Corporation of the Township of Southgate  
Attn: Dave Milliner – CAO  
185667 Grey Road #9  
Dundalk, Ontario NOC 1BO

Email address:  
[dmilliner@southgate.ca](mailto:dmilliner@southgate.ca)

Fax #: 519-923-9262

(b) To the Developer:

2570970 Ontario Inc.  
Attn: **Vittorio De Palma**, Director  
Address: 7941 Jane Street  
Concord, Ontario  
L4k 2M7

Email address:  
[victor@whiterosepark.com](mailto:victor@whiterosepark.com)  
phone: 416-746-8880  
Cell: 416-991-1037

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

#### **INDEMNITY**

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

#### **SEVERABILITY**

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

#### **TRANSFER OF OWNERSHIP**

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



## **NOT BINDING ON SUCCESSORS AND ASSIGNS**

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

## **SCHEDULES**

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

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

## **REGISTRATION OF AGREEMENT**

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

## **NO FETTERING OF DISCRETION**

31. Notwithstanding any other provision of this Agreement, the Developer expressly acknowledges and agrees that none of the provisions of this Agreement (including a provision stating the parties' intention) is intended to operate, nor shall have the effect of operating, in any way to fetter the discretion of the Township and its Council in the exercise of any of its discretionary power, duties or authorities, including without limitation, the authority to approve, approve with conditions or deny draft plan approval of the Plan filed by the Developer. The Developer expressly acknowledges and agrees that it will not obtain any advantageous planning or other consideration or treatment, including approval of a draft plan of subdivision for the Lands, by virtue of it having entered into this Agreement.

## **NO BUILDING PERMITS UNTIL REGISTRATION OF PLAN**

32. The parties agree that the provisions of this Agreement constitute "other applicable law" pursuant to the *Building Code Act*, 1992, S.O. 1992, c. 23, as amended, and that the Developer expressly agrees to not apply for any building permits until final approval of the Plan has been obtained and a Subdivision Agreement is registered on title to the Lands or through the provisions of a model home agreement and that this provision may be pleaded by the Township in any action or proceeding as an estoppel of any denial of such right.

## **STARTING CONSTRUCTION**

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

- a) Notify the Township at least ten (10) days before the commencement of construction and provide the Township with all information and material required by the Township;
- b) Deposit with the Township the securities as required by Article 19 of this Agreement;
- c) 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;
- d) Prepare and submit an approximate timeline of progress and completion which shall set out how the construction of the services and utilities will be scheduled to be completed within the one (1) year.
- e) Obtain all consents, approvals, and permits required by law and provide written evidence of same to the Township.

## **CONSTRUCTION OF SERVICES**

34. Conditions for construction of services as follows:

(a) Service to be provided

The Developer, at the Developer's sole cost, shall be permitted to construct and install Stage I and II municipal services outlined in Article 34 (d).

(b) As-recorded drawings

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

(c) Installation, supervision and inspection

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

- (i) conduct such test of materials, methods and workmanship as they may determine including the use of close circuit television cameras for inspection of underground

services prior to either preliminary or final acceptance of any of the required services; and,

- (ii) require that any and all work shall cease until any breach of plans or specifications or its requirements (of which such engineers shall be the sole judge) has been remedied (other than the work required to be done to remedy such breach) and if such engineers deem it necessary to engage technical supervision the expense of such technical consultants, if engaged, shall be a debt due to the Township by the Developer recoverable on demand.

(d) Stages of construction for services

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

- (i) Stage I services for purposes of this Agreement consist of all underground works including
  - a) all storm and sanitary sewers;
  - b) watermain;
  - c) conduits or pipes for electrical services;
  - d) all other 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;
  - 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 each entrance to the subdivision from a public road, which shall depict the plan of subdivision and shall indicate the locations of all sidewalks, restricted parking zones, mailboxes, and fencing including the type of fencing;
  - 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 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
  - g) completion of parkland with grading, topsoil, approved vegetation including sod and/or seed, and required fencing;
  - h) fencing.

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

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

**IN WITNESS WHEREOF** the Parties hereto have hereunto affixed their corporate seals under the hands of their officers properly authorized in that behalf. Authorized by By-law # 2022-XXX

**SIGNED, SEALED & DELIVERED**

**DEVELOPER**

2570970 Ontario Inc. (White Rose Park )

Per: \_\_\_\_\_ Date: \_\_\_\_\_  
Vittorio De Palma Director

I have authority to bind the Corporation

**The Corporation of the Township of Southgate**

Per: \_\_\_\_\_ Date: \_\_\_\_\_  
**Mayor John Woodbury**

Per: \_\_\_\_\_ Date: \_\_\_\_\_  
**Clerk Lindsey Green**

**We have authority to bind the Corporation**

**SCHEDULE "A"**

**LEGAL DESCRIPTION OF THE LANDS**

***PART OF LOT 227, CONCESSION 2 SWTSR  
PART 1 17R2183 AND AS IN R480846  
(VILLAGE OF DUNDALK)  
NOW IN THE TOWNSHIP OF SOUTHGATE  
(GEOGRAPHIC TOWNSHIP OF PROTON)  
COUNTY OF GREY***

## **SCHEDULE "B"**

### **DRAWINGS & REPORTS**

SUBDIVISION: White Rose Park Phase 3 (88 lots)

#### **List of Drawings**

Drawings prepared by Triton Engineering Services Limited dated August 18, 2022;

1. EROSION, SEDIMENT CONTROL PLAN
2. GENERAL SERVICING PLAN
3. LOT GRADING PLAN
4. STREET A PLAN AND PROFILE, FROM STA 0+000 TO 0+095
5. STREET C PLAN AND PROFILE, FROM STA 0+095 TO 0+335
6. STREET D PLAN AND PROFILE, FROM STA 0+335 TO CUL DE SAC
7. STREET B PLAN AND PROFILE, FROM STA 0+520 TO 0+500
8. STORM SEWER DRAINAGE PLAN
9. SANITARY SEWER DRAINAGE PLAN
10. STORM WATER MANAGEMENT FACILITY PLAN
11. STORM WATER MANAGEMENT FACILITY PROFILE, SECTION AND DETAILS
12. NOTES AND DETAILS
13. DETAILS

#### **List of Reports**

##### **Archeology Report**

December 19, 2019

Fisher Archaeological Arch Report Stage 1 and Stage 2

##### **Environmental Impact Study**

January 22, 2018

SAAR

Environmental Impact Study

May 23, 2018

SAAR

Wetland Memo

February 17, 2020

SAAR

Wetland Memo

July 5, 2020

SAAR

Consolidated EIA Report

##### **Functional Servicing Report**

July 2022

Triton

Functional Servicing Report

##### **Geotechnical Report**

July 31, 2019

Peto MacCallum

Geotechnical Report

**Hydrogeological Site Assessment**

October 17, 2019	Peto MacCallum	HAS memo
December 16, 2019	Peto MacCallum	HAS memo revised
July 8, 2020	Peto MacCallum	Hydrogeological Site Assessment

**Planning Report**

August 2, 2018	Cuesta Planning	Planning Report
----------------	-----------------	-----------------

**SCHEDULE "C"**

**ESTIMATED CONSTRUCTION COSTS**

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



**SCHEDULE "D"**

**FORM OF LETTER OF CREDIT**

*Sample* - Letter of Credit to be provided as security to the Township for the completion of all site works as approved in the \_\_\_\_\_ Pre-Servicing Agreement.

**NAME OF BANK  
BRANCH OR DEPARTMENT  
ADDRESS**

**DATE**

**LETTER OF CREDIT NO. \_\_\_\_\_**

**TO: The Corporation of the Township of Southgate**

We hereby authorize you to draw on Bank Name and Address, for the account of our customer, up to an aggregate amount of \_\_\_\_\_00/100 Dollars ( ) available on demand as follows:

Pursuant to the request of our Customer, we Bank Name hereby establish and give to you an irrevocable Standby Letter of Credit ( the "credit") in your favour in the total amount of \_\_\_\_\_00/100 Dollars (\_\_\_\_) which 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 inquiring whether you have a right as between yourself and our Customer to make such demand and without recognizing any claim of our customer.

Provided, however, that you are to deliver to us at such time as written demand for payment is made upon us a certificate purported to be signed by an authorized officer of the Township of \_\_\_\_\_, agreeing and/or confirming that monies drawn pursuant to this Credit No. \_\_\_\_\_ will be retained and used by you to meet any obligations in connection with the Agreement.

The amount of this Credit shall be reduced from time to time as advised by notice in writing given to this branch from time to time by you.

This credit will continue to the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and will expire at the Branch address at the close of banking business on that date.

It is condition of this Credit that it shall be deemed to be automatically extended for one year from the present or any future expiration date hereof, unless 30 days before any such date we notify you in writing by Registered Mail that we elect not to consider this Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw by means of your demand accompanied by your written certification, that the amount will be retained and used by you to meet obligations incurred or to be incurred in connection with the Agreement. Partial drawings are permitted.

Bank

\_\_\_\_\_  
SIGNED

\_\_\_\_\_  
SIGNED

**[This wording cannot be altered and must be printed on official bank letterhead with original signatures.]**  
6745696.1

## **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](http://www.southgate.ca)

## **Staff Report CAO2022-064**

**Title of Report:** Flato Dundalk Meadows Inc. East & North Subdivision  
Security Reductions Report

**Department:** Administration

**Council Date:** September 21, 2022

### **Council Recommendation:**

**Be it resolved that** Council receive staff report CAO2022-064 as information; and

**That** Council approve the Flato Dundalk Meadows Inc., Flato East Phase 4, 5 & 6 Subdivision Acceptance of the Stages I & II infrastructure services for this development reducing the security requirement by \$275,000.00; and

**That** Council approve the Flato Dundalk Meadows Inc., Flato East Sewage Pumping Station acceptance of installation progress for this development reducing the security requirement by \$404,705.00.

### **Background:**

A Subdivision Agreement (SDA) is required by the Township of Southgate for all residential development projects where the lands being developed with roads and normal municipal services (lighting, sidewalks, stormwater, wastewater and water) and public servicing (cable TV, electricity, internet, natural gas, telephone, etc.) infrastructure. Subdivision development agreements establish the required infrastructure for the project, inspection of the assets installed, initial maintenance of assets, progress work reductions, preliminary acceptance, warranty period, final acceptance and ownership transfer of the assets to the municipality.

Council at the September 7<sup>th</sup>, 2022 Council meeting received staff report CAO2022-061 titled "Southgate Meadows Inc. Flato East Phase 2B Subdivision Preliminary Acceptance" and approved the following Council resolution:

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

**Be it resolved that** Council receive staff report CAO2022- 061 as information; and

**That** Council approve the Flato Dundalk Meadows Inc., Flato East Phase 2B Subdivision Preliminary Acceptance of the Stages III & IV infrastructure services for this development.

Carried No. 2022-593

We have included the Flato East Phase 2B approved reduction in this report as it will be included as one aggregate reduction with this report being issued to Flato.

### Staff Comments:

Crozier Engineering has now requested security reductions for the Flato Meadows Inc., Flato North Phase 4, 5 & 6 development receive Stage 1 & 2 Preliminary Acceptance of this phase of the subdivision. They are also requesting acceptance of site servicing work of the new Sewage Pumping Station (SPS). The work on the SPS is complete from an infrastructure work perspective, except for the delivery and commissioning of the Genset and Hydro One electrical service. Since the SPS cannot be tested, Triton has inspected and agreed to a 25% security reduction, until the facility can be energized and tested. The letter request is included in this staff report as Attachment #1. The Crozier letter is dated September 12<sup>th</sup>, 2022 and spells out the details of their acceptance request.

Triton Engineering staff have completed site inspections and reviewed the Flato East Phase 2B subdivision infrastructure installed to attain the preliminary acceptance requirements. Triton in their letter report dated February 23<sup>rd</sup>, 2022 have confirmed by their inspections the required works completed, identified services to be repaired and approved preliminary acceptance to start the guarantee and maintenance period on February 8, 2022. The Triton letter is included in this report as the Attachment #2 document.

The purpose of this report is for the Township to approve by resolution, the Preliminary Acceptance of Flato Phase 2B for our record for the purpose to trigger any applicable security reductions.

### Financial Impact or Long Term Implications

There is no financial impact to the municipality as a result of this report. The engineering costs to review the servicing and inspection of the project work is paid by the developer.

The following Flato residential and servicing work for their projects are requested to have the securities reduced as follows:

<b>Project</b>	<b>Stage of Work</b>	<b>Security Reduction</b>
Flato East Phase 2B	Stage 3 & 4	\$670,531.74
<b>Note:</b> 2B approved at the Sept. 7 <sup>th</sup> , 2022 Council meeting.		
Flato North Phase 4,5&6	Stage 1 & 2	\$275,000.00
Flato East Sewage Pump Station	Progress Work	\$404,705.00
Note: This security reduction is based on presently posted LC of \$1,898,500.00 (see Attachment #2)		
<b>Total Letter of Credit Security Reduction</b>		<b>\$1,350.236.74</b>

Attachment #3 is copy of the Flato Dundalk Meadows Security Summary Report that provides an overview of the securities that will remain after Council approval.

### **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 staff has reviewed the Flato North Phase 4, 5 & 6 subdivision public infrastructure installed and the subdivision agreement preliminary acceptance of Stage I & II works and recommend Township Council approval.
3. Triton staff has reviewed the infrastructure installed for the Flato East Sewage Pumping Station for a 25 percent security reduction approved by the engineers and recommend Township Council approval.
4. A copy of the Triton letter reporting on their review Flato North, East and SPS works is included in the staff report as Attachment #4.

Respectfully Submitted,

**CAO approval:** Original Signed By

Dave Milliner – CAO  
[dmilliner@southgate.ca](mailto:dmilliner@southgate.ca)  
519-923-2110 x223

**PW approval:** Original Signed By

Jim Ellis – Public Works Mgr.  
[jellis@southgate.ca](mailto:jellis@southgate.ca)  
519-923-2110 x224

**Planning approval:** Original Signed By

Clint Stredwick – Municipal Planner  
[planning@southgate.ca](mailto:planning@southgate.ca)  
519-923-2110 x228

### **Attachments:**

- Attachment 1 – Crozier request letter for Flato Development Security Reductions dated September 12, 2022
- Attachment 2 – Flato Dundalk Meadows Securities Summary Report dated August 26, 2022
- Attachment 3 – Flato Dundalk Meadows Securities Summary Report dated September 12, 2022
- Attachment 4 – Triton letter reporting on the Flato Development Security reduction request dated September 15, 2022

SEPTEMBER 12, 2022

PROJECT NO: 1060-

4066/4150/5771

SENT VIA: EMAIL

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

Attention: Mr. David Milliner, CAO

RE: DUNDALK MEADOWS EAST (PHASE 2B), NORTH (PHASE 456) & SPS  
SECURITIES REDUCTION REQUEST  
TOWNSHIP OF SOUTHGATE

Dear Dave,

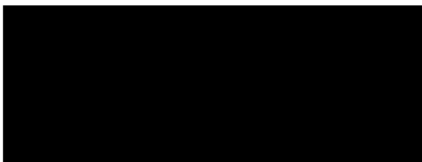
Please consider this letter as a formal request that the Township of Southgate grant a securities reduction for the following files based on completion of work and staged approvals recently granted in the Edgewood Greens Subdivision.

1. Flato East Phase 2B – Stage 3 and 4 approvals were granted by Council resulting in a security release of \$670,531.74.
2. Flato North Phase 4, 5 & 6 – Seeking Council approval on September 21, 2022 for a \$275,000.00 reduction as this file has more in posted securities than is required.
3. Flato East Sewage Pump Station – Triton has approved a 25% LC Reduction \$404,705.00 based on a review of progress on site. The total required securities for the SPS has been reduced from \$1,898,500 to \$1,423,875.

On behalf of the Owner, Flato Dundalk Meadows Inc, our firm respectfully requests that the Township release the above noted amounts from each of the phases of the subdivision, to a total security release of \$1,350,236.74. If there is any additional documentation or clarification required, please do not hesitate to contact our office.

Yours truly,

C.F. CROZIER & ASSOCIATES INC.



Brittany Robertson, P.Eng.  
Associate, Manager of Land Development

c.c. Shakir Rehmatullah, Flato Developments Inc.  
Dustin Lyttle, Triton Engineering

J:\1000\1060-Flato Dev\5771-Dundalk Ph.11\OPCs and Securities\Flato Securities Dundalk Master File\2022.09.12  
Securities reduction request\2022.09.12 Security Reduction Request.docx



Project: Flato West/East/North/Glenelg  
 Project No.: 1060-4057/4066/4150/4892/4410/4171/5177  
 Date: 2022.08.26  
 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	Total Securities August 2022
Flato West Securities	Accepted		\$ -	\$ -		\$ -	\$ -	\$ 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		\$ 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)	\$ 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			
Flato Block 75 Externals		\$ 38,141.19	\$ 34,053.93	\$ 72,195.12	\$ 1,443.90	\$ 73,639.02	\$ 58,911.22			
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	\$ 2,500,000.00		\$ 2,500,000.00
Glenelg External		\$ 39,698.00	\$ 171,901.19	\$ 211,599.19	\$ 4,231.98	\$ 215,831.17	\$ 172,664.94			
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	\$ 1,514,310.96		\$ 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			\$ 1,663,976.28	\$ 6,677,808.96		\$ 6,810,265.14	\$ 5,458,212.11	\$ 6,469,842.70	\$ (1,011,630.59)	\$ 5,458,212.11



Project: Flato West/East/North/Glenelg  
 Project No.: 1060-4057/4066/4150/4892/4410/4171/5177  
 Date: 2022.09.12  
 By: JL'A/BR

### Flato Dundalk Meadows Securities Summary

	Stage of Work/ Acceptance	115% of Remaining Works (100% for Block 75 Site Plan, and 75% of SPS)	10% of Completed Works	Subtotal	HST (13%-11%)	Total	80% of Total	Securities in Place (August 2022)	Proposed Securities change	Total Securities September 2022
Flato West Securities	Accepted		\$ -	\$ -		\$ 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		\$ 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	\$ (275,000.00)	\$ 735,000.00
Flato Block 75 Securities	Site Plan	\$ 88,450.00	\$ 37,088.00	\$ 125,538.00	\$ 2,510.76	\$ 128,048.76	\$ 102,439.01			
Flato Block 75 Externals		\$ 38,141.19	\$ 34,053.93	\$ 72,195.12	\$ 1,443.90	\$ 73,639.02	\$ 58,911.22			
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	\$ 2,500,000.00		\$ 2,500,000.00
Glenelg External		\$ 39,698.00	\$ 171,901.19	\$ 211,599.19	\$ 4,231.98	\$ 215,831.17	\$ 172,664.94			
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	\$ 1,514,310.96		\$ 1,109,605.96
Edgewood SPS		\$ 1,423,875.00	\$ -	\$ 1,423,875.00	\$ 28,477.50	\$ 1,452,352.50	\$ 1,161,882.00		\$ (404,705.00)	
Total			\$ 1,663,976.28	\$ 6,203,183.96		\$ 6,376,147.64	\$ 5,120,918.11	\$ 6,469,842.70	\$ (1,350,236.74)	\$ 5,119,605.96



**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

September 15, 2022

Township of Southgate  
185667 Grey County Road 9  
R.R. #1  
Dundalk, Ontario  
N0C 1B0

Attention: Dave Milliner  
Chief Administrative Officer

RE: TOWNSHIP OF SOUTHGATE  
FLATO DEVELOPMENTS  
TOTAL SECURITY  
REVIEW & RECOMMENDATION  
OUR FILE: A4154A

Dear Mr. Milliner:

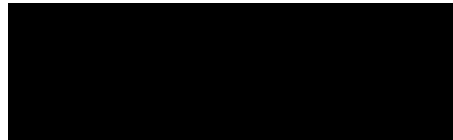
Further to the request and supporting documents from Crozier & Associates (Crozier) dated September 12, 2022 (attached) and based on the approvals granted by Council, site inspections completed by Triton Engineering Services Limited, Crozier and Municipal staff, we have confirmed the provided security summary for the Flato Developments within Dundalk.

Based on this, we recommend that the current securities held by the Township be reduced to **\$5,119,605.96**

Security adjustments are subject to the Township confirming that all outstanding accounts with respect to the various Flato Developments have been paid in full and that the Developer is not in default of their obligations pursuant to its agreements(s) with the municipality.

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

Respectfully,  
TRITON ENGINEERING SERVICES LIMITED



Dustin C. Lytle, P. Eng.







## **Staff Report CAO2022-065**

**Title of Report:** **CAO Transition Update**

**Department:** **Administration**

**Council Date:** **September 21, 2022**

**Recommendation:**

**Be it resolved that** Council receive Staff Report CAO2022-065 for information; and  
**That** Council receive the resignation of Lindsay Edwards-Tucker as the Township of Southgate's new CAO, received on September 12, 2022 and that the Municipality thanks her for her consideration.

**Background:**

The CAO reported at the August 18, 2022 Council Meeting that he would provide a draft New CAO transition plan document for Council's information.

The CAO has been in discussions with and has developed with Mayor Woodbury a New CAO transition plan over the last 60 days. This is a document that will be reviewed with Department Heads and developed up until the new CAO starts employment in the position.

At the September 7, 2022 Council meeting staff presented staff report CAO2022-051 as part of the Consent Items agenda with the following resolution being approved by Council:

**Moved by** Councillor Rice; **Seconded by** Councillor Dobreen;

Be it resolved that Council approve the items on the Regular Business consent agenda dated September 7, 2022, and direct staff to proceed with all necessary administrative actions.

Carried No. 2022-600

**Staff Comments:**

On September 12, 2022, the Township of Southgate received an email from Lindsay Edwards-Tucker informing the municipality that she was resigning from the position as the Township's new Chief Administrative Officer. Human Resources staff replied to the email, to confirm receipt of the information.

**Financial Implications:**

There is no financial impact of this report with the resignation of the applicant prior to employment start date.

**Communications & Community Action Plan Impact:**

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

**Concluding Comments:**

1. That Council receive this report for information.
2. That Council accept the resignation of Lindsay Edwards-Tucker and thank her for her consideration.
3. Further discussions with Council will be necessary in a confidential closed meeting to identify individuals and options related to a future CAO recruitment plan.

Respectfully Submitted,

**CAO approval:** \_\_\_\_\_ ***Original Signed By***

Dave Milliner – CAO      [dmilliner@southgate.ca](mailto:dmilliner@southgate.ca)    923-2110 x210

**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](http://www.southgate.ca)

## **Staff Report CAO2022-066**

**Title of Report:** Flato Developers Inc. Sponsorship and Naming Rights Agreement with the Township of Southgate for the Dundalk Olde Town Hall to Support the Cultural Building Use in Dundalk

**Department:** Administration

**Council Date:** September 21, 2022

### **Council Recommendation:**

**Be it resolved that** Council receive staff report CAO2022-066 as information; and **That** Council approve the Flato Developers Inc. Sponsorship and Naming Rights Agreement with the Township of the Southgate for the Dundalk Olde Town Hall to Support the Cultural Building Use in Dundalk over a 20-year period; and **That** Council consider approval of the Flato Developers Inc. Sponsorship and Naming Rights Agreement to Support the Cultural Building Use in Dundalk at the September 21<sup>st</sup>, 2022 meeting by Municipal By-law 2022-136.

### **Background:**

The history of the Dundalk Olde Town Hall is it has served as a place for social events, political meetings, concerts, and theatre as a meeting place for the community since it was built at 80 Main Street East in 1905. At the turn of the 20th century the building also served as a local jail (jail cells can still be found in the basement) and housed the local firefighting equipment until 1963.

Over the years the Town Hall building has gone through many changes from the addition of opera seats in the late 1920's. In 1979 work began to restore the Town Hall with Federal Government grant of \$20,000 to help fund this project. Building access improvement were made with the installation of an accessibility chair lift in the early 2000's. After being open for over 80 years, Village of Dundalk By-law #1040 designated the Town Hall as a heritage building on May 21st, 1987. This designation protects the exterior architecture of the building, unless repairs and general maintenance are needed.

The building is currently owned and operated by the Township of Southgate and has been sold to Wellington Investment Corp. to make occupancy and structural upgrades to the building. There is presently rented office space located on the main level, as well as a 220-seat theatre with balcony seating on the second floor. One of

the tenants the Waterloo-Wellington Community Care Access Centre (CCAC) will be moving out in the next 30 days. The community group, JunCtian Community Initiatives currently occupy the office space on the east side of the building that we are working with as a community partner and going forward as a community cultural volunteer organization to hold events and assist in managing the buildings leased space. Team Town Hall are also a community volunteer partner to organize and plan cultural events in the building.

At the present time Wellington Investments Corp. have completed their initial assessment of the building and submitted their plans with a building permit application to the Southgate Building Department for review. We believe that the Building Permit will be issued in the next 30 days or less and the property sale will close by the end of this calendar year. We believe at the present time, subject to project upgrade delays, the Dundalk Olde Town Hall will be ready for public access and leasing of the Community Cultural space about July 1<sup>st</sup> of 2023.

### **Staff Comments**

Southgate staff have been working with Flato Developments President Shakir Rehmatullah in supporting financially, the use of parts of the Dundalk Olde Town Hall building, as a Community Cultural facility. The details of the gift conditions are included in the agreement with the highlights being:

- The facility naming rights of the building being the "FLATO-SOUTHGATE Theatre & Cultural Centre" in perpetuity of this location; and
- The right to have a director position on the Dundalk Olde Town Hall Board of Management; and
- That the agreement is conditional on the sale of the Dundalk Olde Town Hall building and property to Wellington Investment Corp.; and
- That the Township maintain comprehensive insurance that will indemnify and save harmless Flato Developments Inc. as a financial donor; and
- That the agreement is conditional that use of the Dundalk Olde Town Hall Community Cultural spaces continue hold and host cultural activities and events in the facility for the life of the agreement.

The agreement is included in this Council agenda with the By-law 2022-136.

### **Financial Impact or Long Term Implications**

There is no financial impact to the municipality as a result of this report to the 2022 budget. The Flato gift and naming rights agreement is \$36,000.00 per year starting in 2023, for a period of 20 years to cover the annual leasing of the building cultural space.

**Communications & Community Action Plan Impact:**

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

**Goal 4 - Adequate and Efficient Public Facilities**

**Action 4:** The residents and businesses of Southgate expect the Township to plan and adequately provide for public facilities for gatherings, recreation and doing business with the Township, while recognizing at the same time that facility needs can change with age and a changing population.

**Strategic Initiatives 4-B (2019-2023):** The Township will have made a decision on the future viability or uses of the Olde Town Hall, and taken action accordingly.

**Concluding Comments:**

1. That Council receive this staff report as information; and
2. That Council approve the Flato Gift Agreement with Southgate as presented to provide support the operation of Dundalk Olde Town Hall as a Community Cultural Facility; and
3. That Council consider approval of this agreement by Municipal By-law 2022-136 at the September 21, 2022 meeting.

Respectfully Submitted,

**CAO approval:** Original Signed By

Dave Milliner – CAO      [dmilliner@southgate.ca](mailto:dmilliner@southgate.ca)

519-923-2110 x210

**The Corporation of the Township of Southgate**

**By-law Number 2022-136**

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

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

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

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

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

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

1. **That** the agreement between Flato Developments Inc. and The Corporation of the Township of Southgate, attached hereto at Schedule A is hereby ratified and confirmed; and
2. **That** the Mayor and the Clerk are authorized to sign the agreement on behalf of the Township of Southgate; 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 21<sup>st</sup>, day of September, 2022.**

---

John Woodbury – Mayor

---

Lindsey Green – Clerk

## **GIFT AGREEMENT**

### **BETWEEN**

**FLATO DEVELOPMENTS INC.**

and

**THE TOWNSHIP OF SOUTHGATE**

### **I. INTRODUCTION**

- A. *The purpose of this agreement is to summarize the mutual understanding of FLATO Developments Inc. (the “Donor”) and the Township of Southgate (the “Township”) regarding a charitable gift to the Dundalk Olde Town Hall as a Community Cultural use facility in perpetuity of this locations use.*

*The Donor’s gift will support the work of the Township to operate the Dundalk Olde Town Hall as a community cultural use building for public access to events. This agreement will be made a part of Township of Southgate’s permanent records and is intended to serve as a guide to those who will administer these funds in the future to support operation costs.*

- B. *The Township is a Canadian municipality designated as a qualified donee with ability to issue charitable receipts for donation. (Southgate’s Business Number is 8704 19173 RT0001).*

### **II. DESCRIPTION OF THE GIFT**

- A. *The Donor wishes to demonstrate support for the Township’s Dundalk Olde Town Hall for cultural uses by pledging a cash gift of Seven Hundred and Twenty Thousand Dollars (\$720,000.00) to be donated over a period of twenty (20) years beginning in 2023 to support the work of the Township of Southgate to provide Community Cultural activities through community partners, in the former Village of Dundalk.*

- B. *The Donor’s pledge will be paid as follows:*

- Thirty-six Thousand Dollars (\$36,000.00) on or about the 1<sup>st</sup> Day of July, 2023; and
- Thirty-six Thousand Dollars (\$36,000.00) annually on the 1st day of July, until the year 2042, with the condition that the Cultural activities and events continue as annual use of this facility for the life of this agreement.

C. *The Donor may accelerate the completion of this pledge at its discretion.*

### **III. USES OF THE GIFT**

A. *The distribution of the Seven Hundred and Twenty Thousand Dollar (\$720,000.00) gift amount (as provided in installments annually under Section II (B) from the Donor will be as follows:*

1. To support the operation and maintenance of the Dundalk Olde Town Hall building as a Community Cultural Centre;
2. Particularly, to establish new community cultural events in the Township of Southgate, former Village of Dundalk; and
3. To fund such other projects that the Donor and the Dundalk Olde Town Hall Cultural Board of Management Committee (the "Board") may agree upon from time to time, such as capital works or other projects to support building accessible upgrades or events of a similar cultural or ethic nature.

### **IV. NAMING CONSIDERATIONS**

A. *In recognition of the Donor's support as described by this document, and upon receipt of the initial pledge installment, the Township of Southgate agrees to name the Dundalk Olde Town Hall Cultural Use space of the building in Dundalk, the FLATO-Southgate Theatre and Cultural Centre, or such other name as the Donor may direct.*

### **V. UNFORESEEABLE CIRCUMSTANCES**

A. *In the unlikely event that, at some future time, it becomes impossible for the gift to serve the specific purpose or purposes for which it was given, the CAO of the Township of Southgate shall direct that the principal and income from this gift to be devoted to purposes that are deemed to be the most consistent with the wishes of the Donor and, where possible, in consultation with the Donor or its successors.*

B. *In the event that the sale of the Dundalk Olde Town Hall building is not completed with Wellington Investments and the cultural areas of this building is not leased to the Township, then this agreement will become null and void.*



## **VI. MISCELLANEOUS**

- A. This Agreement is executed in and shall be governed by the laws of the Province of Ontario and the Country of Canada.
- B. This gift agreement may be amended at any time by written agreement signed by each party.
- C. The effective date of this agreement shall be the date this agreement is fully executed.
- D. This donation is for the Dundalk Olde Town Hall cultural facility space only.
- E. The Land (site) upon which the facility is located in a building and on lands leased by the Township of Southgate from Wellington Investments Inc.
- F. FLATO is providing the money as financial support, a total of (Seven Hundred and Twenty Thousand Dollars) \$720,000. The Township shall invoice FLATO Developments for \$36,000 on or about the 1<sup>st</sup> of July each year.
- G. FLATO may, at their discretion, appoint to the Dundalk Olde Town Hall Cultural Board of Management Committee (the "Board") for the Dundalk Olde Town Hall Cultural Centre with one member to be appointed by their President. Said member to be appointed in-line with the Board's Terms of Reference and applicable municipal bylaws.
- H. The Township of Southgate shall, at their discretion, have one elected member of Council on the Board. Said member to be appointed in-line with the Board's Terms of Reference and applicable municipal bylaws.
- I. This agreement naming rights of the Dundalk Olde Town Hall Cultural Centre is in perpetuity of this locations use by the Township.
- J. The Township hereby agrees to maintain the required comprehensive insurance and will indemnify and save harmless FLATO Developments Inc. and Management Board members with respect to any liability. A copy of the insurance shall be shared with all of the parties.
- K. The Township is working with Wellington Investments Inc. related to building capital upgrades and shall begin construction works on the building in the next 90 days and is planned to be up and running by July 1<sup>st</sup>, 2023, subject to building upgrade delays. Should the building upgrades be delayed it may be necessary to adjust this agreement in Section 2, subsection B related to start date of the donation schedule and annual pledge.

## VII. SIGNATURES

For the Donor: *FLATO Developments Inc.*

Per: _____	_____	Shakir Rehmatullah
C.E.O.	DATE	NAME

For the *Township of Southgate*

Per: _____	_____	John Woodbury
MAYOR	DATE	NAME

Per: _____	_____	Lindsey Green
CLERK.	DATE	NAME

## **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](http://www.southgate.ca)

## **Staff Report CAO2022-067**

**Title of Report:** Mid West (Huron Bay) Coop-Southgate Development Plan  
and Land Lease Agreement

**Department:** Administration

**Council Date:** September 21, 2022

### **Council Recommendation:**

**Be it resolved that** Council receive staff report CAO2022-067 as information; and

**That** Council approve the Mid West Cooperative Inc. (formally Huron Bay Coop) concept of their development plans; and

**That** Council approve the Mid West Cooperative Inc.-Southgate Draft Land Lease Agreement as presented; and

**That** Council consider approval of the of the Mid West Cooperative Inc. Land Lease Agreement by municipal By-law 2022-140 at the October 5, 2022 Council meeting.

### **Background:**

An agreement with the Huron Bay Coop and the Township of Southgate has been in place for many years, for the lease of the lands where the mill building is located on the north east corner of Dundalk and Holland Streets. The lands on the west side of the rail trail from Holland to Grey Street, that also fronts onto Dundalk Street has been under municipal ownership for a long time, to our knowledge.

Staff reviewed and updated the agreement in 2017 with current information and changed the lease payment to the current annual rate. The lease rate is annually increased by a rate of 2% as spelled out in Article 2.04 of the agreement.

At the April 19, 2017 meeting Council approved the following motion was approved:

### **Moved by Councillor Woodbury, Seconded by Councillor Frew;**

**Be it resolved that** Council receive staff report CAO2017-040 as information; and

**That** Council provide direction and feedback to staff for changes to this agreement; and

**That** Council consider approval of the agreement by municipal By-law at a future Council meeting, once approved by Huron Bay Coop. **Carried.** No. 2017-248

**Staff Comments:**

Huron Bay Cooperative has amalgamated with North Wellington Cooperative to create a new business entity call Mid West Cooperative Inc., with their head office still located in Teeswater, Ontario. As part of these business changes, they want to reinvest and re-establish their business commitments in the Dundalk location by;

1. Refreshing the land lease agreement with Southgate to reflect their new business name Mid West Cooperative Inc.;
2. Demolish the old Feed Mill building on the property and reconstruct a new structure on the property within the leased lands that does not encroach onto the rail trail lands;
3. Seek approval through a Site Planning process with Southgate and Grey County to locate the new Mid West Cooperative building for agriculture feed and crop related products; and
4. To purchase from Grey the Coop's Fertilizer Plant lands located on Proton Street north of the Library and south of the new Dundalk SEGCHC proposed parking lot.

**The Agreement:**

No changes are recommended to the agreement for Council approval other than the name change and the new dates to restart the 10 year agreement term. A copy of the 2017 Huron Bay Agreement is included in this staff report as Attachment #1 and the new Mid West Coop Draft Agreement is provided as Attachment #2. The agreement has been refresh with a current payment schedule that respects the 2017 agreement.

**Old Feed Mill Building Demolition:**

This will remove the existing structure from the property and eliminate encroachments on the Grey County Rail Trail property. Mid West Coop will request a building demolition permit from Southgate.

**Site Plan Agreement and Construction of New Building**

Mid West Cooperative are working with Southgate staff to develop a site plan for the lease land property envelop to locate their new building and to eliminate the present Grey Rail Trail building encroachment of the existing structures. Included in this staff report Attachment #3, which is part of a survey document of the Mid West Coop Feed Mill property on the north side Holland Street. The survey document shows the 9.785 meters (32.1 feet) encroachment of the Feed Mill Building. The leased land is 30.471 meters (99.8 feet) wide with Holland Street frontage and 53.569 meters (175.8 feet) deep along Dundalk Street. They plan to erect a new building 50 feet wide by 150 feet deep on the property, while retaining the existing weigh scales. The new building would set on the east side of the leased land, with

the front of the building being 15 feet from the Holland Street property line. On the north side of the new building structure would allow 90 feet of space traffic flow and storage area between the Township's Dundalk Works Garage and the new facility. An aerial map is also included in this report as Attachment #4 that frames the Grey County owned lands in yellow. In the aerial photo you can see the old Feed Mill encroachment and the leased lands. A copy of a preliminary site plan drawing for their new building on the property is included in this staff report as Attachment #5.

### **Fertilizer Plant Property Purchase of Lands from Grey County**

This discussion started to purchase the Fertilizer Plant lands from the County of Grey prior to the COVID Pandemic and was lost as a priority during the last 3 years. Mid West Coop have now raised this again as an issue that they would like to see addressed during our present discussions with the County Planning staff. A site meeting is scheduled for Mid West Coop, County and Southgate staff to get the sale of the land process started now for consideration early in the new term of the Grey Council. The Attachment #4 documents shows the Grey property occupied by the Fertilizer Plant on Proton Street half way between Holland and Grey Streets.

### **Financial Impact or Long Term Implications**

There is no financial impact to the municipality as a result of this report related to expenses. This agreement will generate \$1,265.00 in revenue from 2023 to 2026 for leasing of the land and increase by 2% per year starting in 2027 until 2032 when the agreement will be up for renewal March 1<sup>st</sup> of 2033. Mid West Cooperative also pays taxation on this property annually.

### **Communications & Community Action Plan Impact:**

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

### **Goal 2 - Revitalizing Downtown Dundalk**

**Action 2:** The residents and businesses of Southgate envision our largest town once again becoming a source of community pride and a hotbed of community activity, with a much-improved appearance and a broader range of business opportunity.

### **Concluding Comments:**

1. That Council receive this staff report as information.
2. That Council approve the Mid West Cooperative Inc. Agreement by Municipal By-law 2022-140.

Respectfully Submitted,

**Planning approval:** Original Signed By

Clinton Stredwick – Planner

[cstredwick@southgate.ca](mailto:cstredwick@southgate.ca)

923-2110 x235

**CAO approval:** Original Signed By

Dave Milliner – CAO

[dmilliner@southgate.ca](mailto:dmilliner@southgate.ca)

923-2110 x210

**Attachments:**

- Attachment #1 - Existing Huron Bay Coop-Southgate Land Lease Agreement
- Attachment #2 - Mid West Coop-Southgate Draft Land Lease Agreement
- Attachment #3 - Mid West Coop Businesses Aerial Photo and Survey documents
- Attachment #4 - Mid West Coop Holland-Dundalk Street location Draft Development Site Plan
- Attachment#5 – Mid West Cooperative Preliminary Site Plan Drawing of their New Building location

**Corporation of the Township of Southgate**

**By-law Number 2017-050**

**being a by-law to authorize an agreement between the Township of Southgate and The Huron Bay Co-operative Inc.**

**Whereas**, Section 8 of the Municipal Act 2001, S.O. 2001, 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**, it is deemed necessary and desirable that the Council of the Corporation of the Township of Southgate enact a by-law authorizing the Corporation of the Township of Southgate to enter into an Agreement with the Huron Bay Co-operative Inc.;

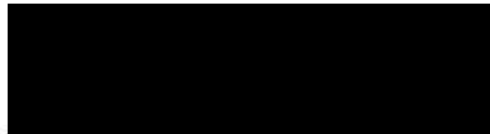
**Now therefore be it resolved that** the Council of the Township of Southgate hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute the Agreement; and
2. A copy of the Agreement, attached hereto as Schedule "A", forms part of this by-law; and
3. That this by-law comes into full force and effect on the date of its passing.

Read a first, second, and third time and finally passed this 17<sup>th</sup> day of May, 2017.



Anna-Marie Fosbrooke – Mayor



Joanne Hyde - Clerk

THIS LEASE:

Made this 17 day of May, 2017.

BETWEEN:

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

OF THE FIRST PART  
AND;

Huron Bay Cooperative Inc.  
15 Hillcrest Street East  
P. O. Box 39  
Teeswater, On N0G 2S0  
(hereinafter called the "Tenant")

OF THE SECOND PART

Land	<p><b>Article 1.01</b></p> <p>In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the tenant, to be paid, observed and performed, the Landlord, being registered or entitled to become registered as owner of that parcel of land and premises of the Landlord located in the former Village of Dundalk, Township of Southgate, County of Grey, in the Province of Ontario; excepting there out all mines and minerals and known as Part 1 RP16R5418 Plan 480 approximately 2.29 acres and containing a total of Six Thousand, Three Hundred and Sixty Four (6,364) square feet, more or less.</p> <p>(Hereinafter called "the leased premises") as shown outlined in red on a plan attached hereto as Schedule "A" and forming part hereof, Leases to the Tenant the leased premises, subject to the following terms, covenants and conditions.</p> <p>Saving and Reserving to the Landlord the right to construct and operate a track or tracks of railway over any part of the leased premises not actually covered by any building or structure hereinafter mentioned, and of access to enter for such purposes the whole of the leased premises without liability on the part of the Landlord to pay for compensation or damages respecting any damage resulting from the exercise of these rights.</p>
Adjustment of Description	<p><b>Article 1.02</b></p> <p>If any time during the term of the lease, the leased premises are surveyed and the area of the leased premises is found to be smaller or greater than described herein, the Landlord shall have the right, if it so desires, to adjust the area and description of the leased premises and the rental hereinafter reserved shall be accordingly adjusted.</p>
Term	<p><b>Article 2.01</b></p> <p>To Have and to Hold the leased premises for and during the term of ten (10) years less a day commencing the first day of March, 2017 and from thenceforth next ensuing and to be fully complete and ended on the Twenty Eighth day of February, 2027 (herein called the "term")</p>
Rental Payment	<p><b>Article 2.02</b></p> <p>The Tenant shall pay to the Landlord, its successors and assigns, without any deduction, set off, or abatement whatsoever, yearly and every year or portion thereof during the term, the sum of one thousand eighteen dollars (\$1,265) of lawful money of Canada, payable in yearly installments of one thousand two hundred and sixty five dollars [\$1,265] each in advance on the first day of each lease year during the term of the Lease, the first payment to be made on the first day of March, 2017. If the term hereof commences on a day other than the first or ends on a day other than the last day of a</p>



month, rental for the fraction of the month at the commencement or at the end of the term shall be adjusted pro rata. In addition, The Tenant shall pay to the Landlord, its successors and assigns, any applicable Goods and Services Tax (being the tax imposed pursuant to the *Excise Tax Act* (Canada) and similar taxes or levies.

Interest

Article 2.03

If the Tenant fails to pay when due and payable any rent, additional rent or other sum required to be paid by the Tenant to the Landlord pursuant to this Lease, the unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of fifteen per cent (15%) per annum (one and one-quarter per cent (1¼%) per month) payable monthly (or if such rate of interest shall become unlawful, at the maximum rate permitted by law).

Continuation

Article 2.04

Provided that the Tenant shall not be in default of any of the terms, covenants and conditions herein contained at the expiration of the term of this Lease, the Lease shall continue in force from year to year as a yearly Lease upon the same terms, covenants and conditions as are contained in this Lease.

Provided further that should this Lease continue in force as a yearly Lease as herein provided, then the rent payable for the first year of such yearly Lease will be determined by increasing the annual rent stipulated in Article 2.02 by two (2%) per cent and rounded off thereafter to the nearest dollar and rent payable for each lease thereafter will be determined by increasing the rent payable for the immediate preceding lease year by two (2%) percent and rounded off thereafter to the nearest dollar. If in any lease year during the period that this Lease is a yearly Lease, the Landlord determines that the fair market rental value of the leased premises is greater than the rent so calculated for that lease year, then the rent payable for that lease year shall be such fair market rental value.

Termination

Article 2.05

Notwithstanding any other provision of this Lease, this Lease may be terminated at any time, by either party giving ninety (90) days written notice of termination to the other party without liability to such other party for damages or compensation by reason of such termination.

Use

Article 3

The leased premises shall be used and occupied by the Tenant, in a lawful manner, solely for the operation of a feed mill and weigh scales thereon, and that except as herein permitted no goods or an explosive, dangerous or inflammable nature or character shall be stored in or upon the leased premises, without the written consent of the Landlord, nor shall the leased premises be used in any way which the Landlord considers objectionable.

Assignment

Article 4

The Tenant shall not assign this Lease in whole or in part, nor sublet all or any part of the leased premises, nor mortgage, or encumber this Lease or the leased premises or any part thereof, nor suffer or permit the occupation of all or any part thereof by others without the written consent of the Landlord.

Taxes

Article 5

The Tenant shall pay the real property taxes attributable to the leased premises when due, and the Tenant shall pay when due all other taxes, rates, duties, local improvements and assessments and other charges that may be levied, rated, charged or assessed against all improvements, equipment and facilities of the Tenant on or in the leased premises, and every tax and license fee in respect of any and every business carried on thereon or therein or in respect of the use or occupancy thereof by the Tenant (and any and every subtenant or licensee), whether the taxes, rates, duties, local improvements, assessments and license fees are charged by a municipal, parliamentary, school or other body during the term, and will indemnify and keep indemnified the Landlord from and against payment for

all loss, costs, charges and expenses occasioned by, or arising from any and all such taxes, rates, duties, local improvements, assessments, license fees, and any and all taxes which may be in future be levied in lieu of such taxes, and any such loss, costs, charges and expenses suffered by the Landlord may be collected by the Landlord as rent with all rights of distress and otherwise as reserved to the Landlord in respect of rent in arrears.

Tenant Not To Article 6.01

Construct with The Tenant shall not construct, erect or place, or cause to be constructed, out  
Landlord's erected or placed on the leased premises, including but not limited to, any  
Consent building, structure, and any other work of a physical character (hereinafter referred to as "improvements"), without the written consent of the Landlord and if required by the Landlord, the Tenant shall submit to the Landlord all plans and specifications for the improvements. Any making of such improvements without the prior written consent of the Landlord shall constitute a breach of this covenant, in which event, the Landlord may, in its sole discretion, immediately terminate this Lease, and the Landlord shall not be liable to the Tenant for any damages or compensation by reason of such termination.

Roadways Article 6.02

It is understood and agreed that portions of the leased premises may consist of roadways or rights-of-way used by third parties for the purpose of gaining access to adjoining land, and the Tenant agrees that such roadways or rights-of-way may be used for such purpose, jointly with the Tenant. The Landlord hereby confers the right and authority and imposes the obligation upon the Tenant to ensure that such usage by the Tenant is reasonable at all times, and that the Tenant shall not use such roadways or rights-of-way for storage or parking but that same shall be kept clear at all times for vehicular traffic. The Landlord shall not be responsible for the removal of snow from such roadways or right-of-ways.

Easements Article 6.03

It is further understood that all or a portion of the leased premises may be subject to the existence of or may later become subject to the existence of easements for power, telephone or telegraph lines or easements for drains, sewers, pipes and subsurface structures or any other type of easement and the Tenant agrees to allow any and all personnel to enter upon the leased premises for the purpose of repairing and maintaining such power, telephone or telegraph lines, drains, sewers, pipes and subsurface structures or for the purpose of doing those things which may arise from the grant of any easement which burdens the leased lands.

Tenant to Article 7.01

Repair The Tenant shall during the term sufficiently repair and maintain and keep the leased premises and the improvements erected or to be erected thereon in good and substantial repair at its own cost and expense, and in the event of the destruction thereof by fire or otherwise, shall immediately rebuild the same, and shall whenever required by the Landlord, have all buildings painted to the satisfaction of the Landlord. The Tenant shall be responsible for any damage to the leased premises or any buildings or improvements on the leased premises that may occur during the term of this Lease or during any renewal thereof.

Surrender of Article 7.02

Premises The Tenant shall, prior to the expiration or sooner determination of the term, unless otherwise required by the provisions of Article 7.02 (b), demolish and remove from the leased premises all buildings (including foundations), improvements and fixtures as well as any chattels located thereon and fill and compact all excavations thereon with gravel or clean fill and at the expiration or sooner determination of the term, peaceably surrender and yield up to the Landlord, the leased premises in a neat, clean and level condition free and clear of all contamination, waste material, debris and rubbish all to the reasonable satisfaction of the Landlord and the Tenant shall make good any and all damages caused by such demolition, removal, filling and compacting.

- (a) Notwithstanding the provision of Article 7.02 (a), the Landlord shall have the right by notice in writing given to the Tenant at any time prior to the expiry date or earlier termination of this Lease, to require the Tenant to leave on the leased premises any buildings, (including foundations), improvements and fixtures located thereon and to otherwise require the Tenant to peaceably surrender and yield up to the Landlord the leased premises in a neat and clean condition, free and clear of all contamination, waste material, debris and rubbish, and upon such expiry date or earlier termination of this Lease the said buildings (including foundations), improvement and fixtures, all of which the Tenant shall surrender in good repair and condition and in a sound structural state, shall become the absolute property of the Landlord.
- (b) If the Tenant fails to demolish and remove pursuant to Article 7.02 (a) or fails to peaceably surrender and yield up the leased premises in a neat, clean and level condition, as required pursuant to Article 7.02 (a) or in a neat and clean condition, as required pursuant to Article 7.02 (b), then the Landlord, in its sole discretion, may carry out such work and the Tenant shall pay to the Landlord all costs and expenses incurred in so doing, and the Landlord shall be entitled to recover from the Tenant the costs thereof together with a fee for supervision of carrying out such work in an amount equal to ten percent (10%) of the costs of so doing. The Tenant's obligations to observe or perform this covenant shall survive the expiration or other termination of this lease.

#### Compliance with Article 8

Statutes and Regulations     The Tenant shall, in the construction, location and operation of any buildings or other improvements erected or to be erected on the leased premises, and in the use of the leased premises observe and fully comply with any and all applicable federal, provincial or municipal statutes, regulations, orders or by-laws, now or hereafter in force.

#### Landlord may Perform Covenants Article 9

If the Tenant fails to perform any of the covenants, or obligations of the Tenant under this Lease, the Landlord in addition to its rights under this Lease may from time to time at its discretion perform or cause to be performed any of the covenant, or obligations, and for that purpose may do such things as may be requisite, including, without limitation, enter upon the leased premises on not less than five (5) days' prior notice to the Tenant or without notice in the case of an emergency and do such things upon or in respect of the leased premises as the Landlord may consider requisite or necessary. All expenses incurred and expenditures made by or on behalf of the Landlord under this Article plus ten per cent (10%) for overhead will be paid by the Tenant upon presentation of a bill therefore, as additional rent. The Landlord will have no liability to the Tenant for loss or damages resulting from such action by the Landlord.

#### Right to Re-enter Article 10.01

If the Tenant fails to pay rent when due or fails to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by the Tenant, or if re-entry is permitted under any other terms of this Lease, then the Landlord in addition to any other right or remedy it may have, will have the right of immediate re-entry and may remove all persons and property from the leased premises and the property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of the Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for loss or damage occasioned thereby.

#### Bankruptcy of Tenant Article 10.02

If the term or any of the goods and chattels or improvements of the Tenant on the leased premises at any time during the term are seized or taken in execution or attachment by a creditor of the Tenant, or if the Tenant or a guarantor or indemnifier of this Lease, makes an assignment for the benefit of creditors or a bulk sale from the leased premises or becomes bankrupt or insolvent or takes the benefit of a Statute now or hereafter in force for bankrupt or insolvent debtors, or if an order is made for the winding-up of

the Tenant, or if the Tenant abandons or vacates or attempts to abandon or vacate the leased premises or sells or disposes of goods or chattels, or the improvements, if any, of the Tenant or removes them or any of them from the leased premises so that there would not in the event of abandonment, vacating, sale or disposal, be sufficient assets on the leased premises subject to distress to satisfy all rentals due or accruing due hereunder, then and in every such case, in addition to the remedies herein provided, the then current month's rent and the next ensuing three (3) months' rent (i.e., three-twelfths (3/12) of the next preceding year's rental) immediately will become due and payable and the Landlord may re-enter and take possession of the leased premises as though the Tenant or the servants of the Tenant or any other occupant of the leased premises were holding over after the expiration of the term and the Lease, at the option of the Landlord will forthwith become forfeited and determined. In every one of the cases above mentioned the accelerated rent will be recoverable by the Landlord in the same manner as the rents hereby reserved and as if the rents were in arrears and the option will be deemed to have been exercised if the Landlord or its agents give notice to that effect to the Tenant.

Right to Relet **Article 10.03**

Should the Landlord re-enter, as herein provided, it may either terminate this Lease or it may from time to time without terminating the Tenant's obligations under this Lease, make alterations and repairs considered by the Landlord necessary to facilitate a reletting, and relet the leased premises or any part thereof for such term or terms (which may be for a term extending beyond the term) and at such rental or rentals and upon such other terms and conditions as the Landlord in its reasonable discretion may deem advisable; upon each reletting all rentals received by the Landlord from the reletting will be applied first to the payment of any indebtedness other than rent due hereunder from the Tenant to the Landlord; second, to the payment of any costs and expenses of the reletting including brokerage fees and solicitor fees and of costs of the alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue, if any, will be held by the Landlord and applied in payment of future rent as it becomes due and payable hereunder. If the rent received from the reletting is less than the rent to be paid hereunder by the Tenant, the Tenant will pay the deficiency to the Landlord. The deficiency will be calculated and paid annually. No re-entry by the Landlord will be construed as an election on its part to terminate this Lease unless a written notice of that intention be given to the Tenant. Despite a reletting without termination the Landlord may at any time thereafter elect to terminate this Lease for the previous breach. Should the Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from the Tenant all damages it may incur by reason of the breach, including the cost of recovering the leased premises, reasonable legal fees, and the worth at the time of termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the term over the then reasonable rental value of the leased premises for the remainder of the term, all of which amounts will be immediately due and payable from the Tenant to the Landlord.

Legal Expenses **Article 10.04**

If the Landlord brings an action to recover possession of the leased premises or to recover rent or other money due under this Lease, or to enforce any covenant or condition of this Lease, and the action is successful, or if because of the breach of any other covenant on the part of the Tenant to be kept or performed, a breach is established, the Tenant will pay to the Landlord all expenses incurred therefor, including the Landlord's reasonable fees incurred in any such action and in any successful appeals from a judicial decision made in such action. The Tenant will further pay all reasonable and legal fees incurred in any appeals from municipal assessments relating to the leased premises.

Waiver of  
Distress

**Article 10.05**

In case of removal by the Tenant of the goods and chattels of the Tenant from the leased premises, the Landlord may follow them for one (1) year. The Tenant covenants with the Landlord in consideration of the premises and

of leasing and letting by the Landlord to the Tenant of the leased premises for the term, and it is upon that express understanding that this Lease is entered into that notwithstanding anything contained in any Statute in force limiting or abrogating the right of distress or any successor statute, none of the goods and chattels of the Tenant during the term on the leased premises is exempt from levy by distress for rent in arrears by the Tenant and that upon a claim being made for exemption by the Tenant or on distress being made by the Landlord, this covenant and agreement may be pleaded as an estoppel against the Tenant in an action brought to test the right to levy upon any goods named as exempted in such Statute or amendment or amendments thereto, the Tenant waiving, as it does every benefit that could have accrued to the Tenant under or by virtue of any such statute or any amendment or amendments thereto but for this covenant.

Right of Entry **Article 11**

The Landlord, its agents or servants, may at all times enter upon the leased premises, or enter any building or improvement situate thereon for the purpose of viewing the state or repair, conditions and use of the leased premises, or to perform any work or repair thereon, or to show the leased premises to prospective purchasers, mortgagees, or tenants or to exercise any of the rights or obligations of the Landlord under this Lease.

Subordination **Article 12**  
and

Attornment by and mortgage securing bonds and all indentures supplemental thereto) which now affect the leased premises and to all renewals, modifications, consolidations, replacements and extensions thereof. Subject to the proviso contained in this sentence the Tenant agrees to subordinate this Lease to all mortgages (including any deed of trust and mortgage securing bonds and all indentures supplemental thereto) and to all renewals, modifications, consolidations, replacements and extensions thereof which may hereafter affect the leased premises and to execute promptly a document in confirmation of the subordination if requested by the Landlord, and hereby constitutes the Landlord, the agent or attorney of the Tenant for the purpose of executing the document and of making application at any time and from time to time to register postponements of this Lease in favour of any such mortgage, provided that the mortgagee (or trustee) agrees in writing that if the mortgagee (or trustee) becomes a mortgagee in possession or takes action to realize the security of the mortgage the Tenant may attorn to the mortgagee (or trustee) as a tenant upon all the terms of this Lease and continue in occupation of the leased premises unless and until this Lease is terminated by passage of time or by action taken because of a default of the Tenant.

Construction and **Article 13**

Builder's Lien The Tenant shall not suffer or permit any construction or builder's lien or similar lien to be filed or registered against the leased premises. If such lien shall at any time be filed or registered the Tenant shall procure its discharge within twenty (20) days after the lien has come to the notice of the Tenant, provided however, that if the Tenant desires to contest in good faith the amount or validity of the lien and shall have so notified the Landlord, and if the Tenant shall have deposited with the Landlord or paid into the Court to the credit of any lien action the amount of the lien claimed plus a reasonable amount for costs, then the Tenant may defer payment of such lien claim for a period of time sufficient to enable the Tenant to contest the claim with due diligence, provided always that neither the leased premises nor the Tenant's leasehold interest therein shall thereby become liable to forfeiture or sale. The Landlord may, in its sole discretion, discharge any lien filed or registered at any time against the leased premises, and any amount paid by the Landlord in so doing together with all reasonable costs and expenses of the Landlord including its legal fees shall be paid to the Landlord by the Tenant on demand.

Indemnification **Article 14.01**  
of Landlord

The Tenant shall indemnify and save harmless the Landlord from and against any and all claims, liens, demand, awards, judgments, actions and

proceedings by whomsoever made, brought, filed or prosecuted in respect of the leased premises and in respect of loss or damage to or destruction of property or personal injuries, including death, and from and against any and all loss of, damage to or destruction of property and expenses and costs suffered or incurred by the Landlord by reason of the act, omission, negligence or misconduct of the Tenant or any assignee or subtenant or its and their servants, agents, invitees and licensees or any of them while in the course of exercising any right, licence or privilege or doing anything which is required or permitted by reason of this Lease.

Loss and  
Damage

**Article 14.02**

The Landlord shall not be liable for death or injury or damage to property of the Tenant or of others located on the leased premises, nor for the loss of or damage to any property of the Tenant or of others by theft or otherwise from any cause whatsoever except by the negligence of the Landlord.

Insurance

**Article 15**

The Tenant covenants that it shall take out and keep in full force and effect throughout the term of this Lease and any renewals thereof comprehensive general liability insurance in respect to the leased premises and the operations of the Tenant thereon against claims for personal injury, death or property damage or loss, indemnifying and protecting the Landlord and the Tenant, their respective employees, servants, agents, invitees or licensees, to the inclusive limited of not less than five million (\$5, 000,000) dollars or such other amount as the Landlord may from time to time determine, such insurance shall specifically state by its wording or by endorsement that;

- i) the Landlord is included as a named insured under the policy as its interest may appear and supply the Landlord with a certificate stating such on an annual basis;
- ii) any persons, firms or corporations designated by the Landlord are included as additional named insureds under the policy as their interests may appear;
- iii) the policy contains, as appropriate and if available, a waiver of rights of subrogation against the Landlord and Tenant or a cross-liability clause which shall have the effect of insuring each person, firm or corporation named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;
- iv) the policy extends to cover the contractual obligations assumed by the Tenant under the terms of this Lease;
- v) the insurers have received a copy of this Lease and are fully aware of the contractual obligations of the Tenant;
- vi) such policy shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material is given by the insurers to the Landlord at least thirty (30) clear days before the effective date thereof.

The Tenant covenants that it shall take out and keep in full force and effect such other types of insurance in such reasonable terms as determined by the Landlord and its insurance advisors from time to time. All policies of insurance stipulated in this Article will be with insurers acceptable to the Landlord and in a form satisfactory to the Landlord, and the Tenant will see that there is delivered to the Landlord a copy of all policies or certificates of insurance within sixty (60) days of the commencement of the term of the Lease or of the date that the Tenant takes possession of the leased premises, whichever is earlier. The Tenant agrees that if the Tenant fails to take out or keep in force any policy of insurance when so required by the Landlord, the Landlord has the right to do so and to pay the premium, and in that event the Tenant will repay to the Landlord the amount so paid as premium plus ten per cent (10%) for overhead as additional rent and it will be due and payable on the first day of the month next following the payment by the Landlord. Any insurance coverage taken out by the Tenant hereunder will, in no manner, restrict or limit the liabilities assumed by the Tenant under this Lease.

Quiet  
Enjoyment

**Article 16**

The Landlord covenants with the Tenant for quiet enjoyment.



Expropriation Article 17

If at any time during the term of this Lease or during any renewal term the whole or any part of the leased premises shall be taken by any lawful power or authority by the right of expropriation, the Landlord may, at its option, give notice to the Tenant terminating this Lease in its entirety or, only insofar as it affects the part of the leased premises taken by the lawful power or authority by right of expropriation, on the date when the Tenant or Landlord is required to yield up possession thereof to the expropriating authority. Upon such termination, or upon termination by operation of law, as the case may be, the Tenant shall immediately surrender the leased premises or the part of the leased premises taken by the expropriating authority, as the case may be, and all its interest therein, and the rent shall abate and be apportioned to the date of termination and the Tenant shall forthwith pay to the Landlord the apportioned rent and all other amounts which may be due to the Landlord up to the date of termination. The Tenant shall have no claim upon the Landlord for the value of its property or the unexpired term of this Lease, or for any loss of business income or for any loss of any kind whatsoever sustained as a result of the expropriation, but the parties shall each be entitled to separately advance their claims for compensation for the loss of their respective interests in the leased premises taken and the parties shall each be entitled to receive and retain such compensation as may be awarded to each respectively.

Non-Registration Article 18

The Tenant covenants and agrees with the Landlord that it will not register or cause to be registered or permit to be registered this Lease or any notice thereof at any time in any Registry Office or Land Titles Office and in the event that this Lease is at any time so registered, the Tenant will upon the request of the Landlord forthwith withdraw, discharge and release or cause to be forthwith withdrawn, discharged and released such registration at its own expense.

Net Lease Article 19

It is agreed by the Landlord and the Tenant that the rentals reserved to the Landlord under this Lease shall be net to the Landlord and shall be clear of all taxes, rates, duties, assessment, costs, charges, utilities charges and insurance premiums arising from or relating to the leased premises and that the Tenant will pay all of the foregoing, together with all expenses of every nature and kind whatsoever relating to the leased premises and the Lessee covenants with the Lessor accordingly.

Time Article 20

Time shall be of the essence of this Lease.

Applicable Law Article 21

This Lease shall be construed pursuant to the laws of the Province in which the leased premises are situated.

Successors Article 22

This Lease extends to and binds the respective heirs, executors, administrators, and successors of the parties hereto as the case may be. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one tenant, and to corporations, associations, partnerships or individuals, males or females, in all cases will be assumed as though in each case fully expressed.

Waiver Article 23

The waiver by the Landlord of a breach of a term, covenant or condition herein contained will not be deemed to be a waiver of the term, covenant or condition of a subsequent breach of the same or another term, covenant or condition herein contained. The subsequent acceptance of rent by the Landlord will not be deemed to be a waiver of a preceding breach by the

Tenant of a term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rent accepted, regardless of the Landlord's knowledge of the preceding breach at the time of acceptance of the rent. No covenant, term or condition of this Lease will be deemed to have been waived by the Landlord unless the waiver is in writing signed by the Landlord.

Headings

**Article 24**

The captions and headings are inserted only as a matter of convenience and for reference only.

No Option

**Article 25**

Submission of this Lease for examination does not constitute a reservation of or option for the leased premises and the Lease becomes effective as a Lease only upon execution and delivery thereof by the Landlord and the Tenant.

Notice

**Article 26**

Any notice required to be given by either party under this Lease and all rent, additional rent and or other sum payable hereunder by the Tenant to the Landlord shall be sufficiently given if mailed by registered letter, prepaid or delivered to the parties at their respective addresses as follows:

a) The Landlord:

The Corporation of the Township of Southgate,  
185667 Grey Rd 9, R.R. # 1  
Dundalk, ON N0C 1B0

b) The Tenant:

Huron Bay Cooperative Inc.,  
15 Hillcrest Street East, P. O. Box 39  
Teeswater, ON N0G 2S0

Such notice shall be deemed to have been given to and received by the addressee in the case of mailing, five (5) business days following the mailing thereof, and in the case of delivery, the day on which notice was delivered.

Planning  
Legislation

**Article 27**

The Tenant acknowledges that this Lease may be subject to the provisions of planning legislation of the Province in which the leased premises are situate and the Parties agree, at the Tenant's sole cost and expense to take such action as may be necessary to comply with the provisions of any planning legislation, as amended, in force in the Province in which the leased premises are situate.

Representation  
By Landlord or  
Warranty

**Article 28**

The Tenant hereby accepts the Landlord's title to the leased premises. No and the rights herein granted and agrees that nothing in this Lease expressed or implied shall operate or have effect as any warranty, guarantee, or covenant of title.

Entire  
Agreement

**Article 29**

The leased premises are taken by the Tenant without any representation or warranty of any kind other than those contained in this Lease on the part of the Landlord or its agent. This Lease contains all of the terms, covenants, conditions and agreements between the parties hereto and any addition to or alteration of or changes in this Lease to be binding must be made in writing and signed by both parties.

Short Forms

**Article 30**

This Lease is made pursuant to the short forms of leases legislation of the Province of Ontario.



## Short Forms    Article 30

This Lease is made pursuant to the short forms of leases legislation of the Province of Ontario.

The Tenant hereby accepts this Lease of the leased premises to be held by it as Tenant subject to the terms, covenants and conditions above set forth.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first above written.

LANDLORD:

The Corporation of the  
Township of Southgate

~~Anna-Marie Fosbrooke, Mayor~~

~~Joanne Hyde, Clerk~~

**TENANT:**

Huron Bay Co-operative Inc.

Secretary

Chairman of Board

THIS LEASE:

Made this 21<sup>st</sup> day of September, 2022.

BETWEEN:

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

OF THE FIRST PART  
AND;

Mid West Cooperative Inc.  
15 Hillcrest Street East  
P. O. Box 39  
Teeswater, ON N0G 2S0  
(hereinafter called the "Tenant")

OF THE SECOND PART

Land

Article 1.01

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the tenant, to be paid, observed and performed, the Landlord, being registered or entitled to become registered as owner of that parcel of land and premises of the Landlord located in the former Village of Dundalk, Township of Southgate, County of Grey, in the Province of Ontario; excepting there out all mines and minerals and known as Part 1 RP16R5418 Plan 480 approximately 2.29 acres and containing a total of Six Thousand, Three Hundred and Sixty Four (6,364) square feet, more or less.

(Hereinafter called "the leased premises") as shown outlined in red on a plan attached hereto as Schedule "A" and forming part hereof, Leases to the Tenant the leased premises, subject to the following terms, covenants and conditions.

Saving and Reserving to the Landlord the right to construct and operate a track or tracks of railway over any part of the leased premises not actually covered by any building or structure hereinafter mentioned, and of access to enter for such purposes the whole of the leased premises without liability on the part of the Landlord to pay for compensation or damages respecting any damage resulting from the exercise of these rights.

Adjustment of  
Description

Article 1.02

If any time during the term of the lease, the leased premises are surveyed and the area of the leased premises is found to be smaller or greater than described herein, the Landlord shall have the right, if it so desires, to adjust the area and description of the leased premises and the rental hereinafter reserved shall be accordingly adjusted.

## Attachment #2

Term	<p><b>Article 2.01</b></p> <p>To Have and to Hold the leased premises for and during the term of ten (10) years less a day commencing the first day of March, 2023 and from thenceforth next ensuing and to be fully complete and ended on the Twenty Eighth day of February, 2033 (herein called the "term")</p>
Rental Payment	<p><b>Article 2.02</b></p> <p>The Tenant shall pay to the Landlord, its successors and assigns, without any deduction, set off, or abatement whatsoever, yearly and every year or portion thereof during the term, the sum of one thousand two hundred and sixty-five dollars (\$1,265) of lawful money of Canada, payable in yearly installments of one thousand eighteen dollars [\$1,265] each in advance on the first day of each lease year during the term of the Lease, the first payment to be made on the first day of March, 2023 at this lease rate. Starting on the first day of March , 2027 the lease rate will be indexed by 2% annually each year until the expiration of this agreement, as outlined in Schedule A,included in this agreement and Article 2.04. If the term hereof commences on a day other than the first or ends on a day other than the last day of a month, rental for the fraction of the month at the commencement or at the end of the term shall be adjusted pro rata. In addition, The Tenant shall pay to the Landlord, its successors and assigns, any applicable Goods and Services Tax (being the tax imposed pursuant to the <i>Excise Tax Act</i> (Canada) and similar taxes or levies.</p>
Interest	<p><b>Article 2.03</b></p> <p>If the Tenant fails to pay when due and payable any rent, additional rent or other sum required to be paid by the Tenant to the Landlord pursuant to this Lease, the unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of fifteen per cent (15%) per annum (one and one-quarter per cent (1¼%) per month) payable monthly (or if such rate of interest shall become unlawful, at the maximum rate permitted by law).</p>
Continuation	<p><b>Article 2.04</b></p> <p>Provided that the Tenant shall not be in default of any of the terms, covenants and conditions herein contained at the expiration of the term of this Lease, the Lease shall continue in force from year to year as a yearly Lease upon the same terms, covenants and conditions as are contained in this Lease.</p> <p>Provided further that should this Lease continue in force as a yearly Lease as herein provided, then the rent payable for the first year of such yearly Lease will be determined by increasing the annual rent stipulated in Article 2.02 by two (2%) per cent and rounded off thereafter to the nearest dollar and rent payable for each lease thereafter will be determined by increasing the rent payable for the immediate preceding lease year by two (2%) percent and rounded off thereafter to the nearest dollar. If in any lease year during the period that this Lease is a yearly Lease, the Landlord determines that the fair market rental value of the leased premises is greater than the rent so</p>

## Attachment #2

calculated for that lease year, then the rent payable for that lease year shall be such fair market rental value.

Termination	<p><b>Article 2.05</b></p> <p>Notwithstanding any other provision of this Lease, this Lease may be terminated at any time, by either party giving ninety (90) days written notice of termination to the other party without liability to such other party for damages or compensation by reason of such termination.</p>
Use	<p><b>Article 3</b></p> <p>The leased premises shall be used and occupied by the Tenant, in a lawful manner, solely for the operation of a feed mill and weigh scales thereon, and that except as herein permitted no goods or an explosive, dangerous or inflammable nature or character shall be stored in or upon the leased premises, without the written consent of the Landlord, nor shall the leased premises be used in any way which the Landlord considers objectionable.</p>
Assignment	<p><b>Article 4</b></p> <p>The Tenant shall not assign this Lease in whole or in part, nor sublet all or any part of the leased premises, nor mortgage, or encumber this Lease or the leased premises or any part thereof, nor suffer or permit the occupation of all or any part thereof by others without the written consent of the Landlord.</p>
Taxes	<p><b>Article 5</b></p> <p>The Tenant shall pay the real property taxes attributable to the leased premises when due, and the Tenant shall pay when due all other taxes, rates, duties, local improvements and assessments and other charges that may be levied, rated, charged or assessed against all improvements, equipment and facilities of the Tenant on or in the leased premises, and every tax and license fee in respect of any and every business carried on thereon or therein or in respect of the use or occupancy thereof by the Tenant (and any and every subtenant or licensee), whether the taxes, rates, duties, local improvements, assessments and license fees are charged by a municipal, parliamentary, school or other body during the term, and will indemnify and keep indemnified the Landlord from and against payment for all loss, costs, charges and expenses occasioned by, or arising from any and all such taxes, rates, duties, local improvements, assessments, license fees, and any and all taxes which may be in future be levied in lieu of such taxes, and any such loss, costs, charges and expenses suffered by the Landlord may be collected by the Landlord as rent with all rights of distress and otherwise as reserved to the Landlord in respect of rent in arrears.</p>
Tenant Not To Construct with Landlord's Consent	<p><b>Article 6.01</b></p> <p>The Tenant shall not construct, erect or place, or cause to be constructed, out erected or placed on the leased premises, including but not limited to, any building, structure, and any other work of a physical character (hereinafter referred to as "improvements"), without the written consent of the Landlord and if required by the Landlord, the Tenant shall submit to the Landlord all plans and specifications for the improvements. Any making of such</p>

## Attachment #2

improvements without the prior written consent of the Landlord shall constitute a breach of this covenant, in which event, the Landlord may, in its sole discretion, immediately terminate this Lease, and the Landlord shall not be liable to the Tenant for any damages or compensation by reason of such termination.

### Roadways

#### Article 6.02

It is understood and agreed that portions of the leased premises may consist of roadways or rights-of-way used by third parties for the purpose of gaining access to adjoining land, and the Tenant agrees that such roadways or rights-of-way may be used for such purpose, jointly with the Tenant. The Landlord hereby confers the right and authority and imposes the obligation upon the Tenant to ensure that such usage by the Tenant is reasonable at all times, and that the Tenant shall not use such roadways or rights-of-way for storage or parking but that same shall be kept clear at all times for vehicular traffic. The Landlord shall not be responsible for the removal of snow from such roadways or right-of-ways.

### Easements

#### Article 6.03

It is further understood that all or a portion of the leased premises may be subject to the existence of or may later become subject to the existence of easements for power, telephone or telegraph lines or easements for drains, sewers, pipes and subsurface structures or any other type of easement and the Tenant agrees to allow any and all personnel to enter upon the leased premises for the purpose of repairing and maintaining such power, telephone or telegraph lines, drains, sewers, pipes and subsurface structures or for the purpose of doing those things which may arise from the grant of any easement which burdens the leased lands.

### Tenant to Repair

#### Article 7.01

The Tenant shall during the term sufficiently repair and maintain and keep the leased premises and the improvements erected or to be erected thereon in good and substantial repair at its own cost and expense, and in the event of the destruction thereof by fire or otherwise, shall immediately rebuild the same, and shall whenever required by the Landlord, have all buildings painted to the satisfaction of the Landlord. The Tenant shall be responsible for any damage to the leased premises or any buildings or improvements on the leased premises that may occur during the term of this Lease or during any renewal thereof.

### Surrender of Premises

#### Article 7.02

The Tenant shall, prior to the expiration or sooner determination of the term, unless otherwise required by the provisions of Article 7.02 (b), demolish and remove from the leased premises all buildings (including foundations), improvements and fixtures as well as any chattels located thereon and fill and compact all excavations thereon with gravel or clean fill and at the expiration or sooner determination of the term, peaceably surrender and yield up to the Landlord, the leased premises in a neat, clean and level condition free and clear of all contamination, waste material, debris and rubbish all to the reasonable satisfaction of the Landlord and the Tenant shall

## Attachment #2

make good any and all damages caused by such demolition, removal, filling and compacting.

- (a) Notwithstanding the provision of Article 7.02 (a), the Landlord shall have the right by notice in writing given to the Tenant at any time prior to the expiry date or earlier termination of this Lease, to require the Tenant to leave on the leased premises any buildings, (including foundations), improvements and fixtures located thereon and to otherwise require the Tenant to peaceably surrender and yield up to the Landlord the leased premises in a neat and clean condition, free and clear of all contamination, waste material, debris and rubbish, and upon such expiry date or earlier termination of this Lease the said buildings (including foundations), improvement and fixtures, all of which the Tenant shall surrender in good repair and condition and in a sound structural state, shall become the absolute property of the Landlord.
- (b) If the Tenant fails to demolish and remove pursuant to Article 7.02 (a) or fails to peaceably surrender and yield up the leased premises in a neat, clean and level condition, as required pursuant to Article 7.02 (a) or in a neat and clean condition, as required pursuant to Article 7.02 (b), then the Landlord, in its sole discretion, may carry out such work and the Tenant shall pay to the Landlord all costs and expenses incurred in so doing, and the Landlord shall be entitled to recover from the Tenant the costs thereof together with a fee for supervision of carrying out such work in an amount equal to ten percent (10%) of the costs of so doing. The Tenant's obligations to observe or perform this covenant shall survive the expiration or other termination of this lease.

### Compliance with Article 8

Statutes and Regulations     The Tenant shall, in the construction, location and operation of any buildings or other improvements erected or to be erected on the leased premises, and in the use of the leased premises observe and fully comply with any and all applicable federal, provincial or municipal statutes, regulations, orders or by-laws, now or hereafter in force.

### Landlord may Article 9

Perform     If the Tenant fails to perform any of the covenants, or obligations of  
Covenants     the Tenant under this Lease, the Landlord in addition to its rights under this Lease may from time to time at its discretion perform or cause to be performed any of the covenant, or obligations, and for that purpose may do such things as may be requisite, including, without limitation, enter upon the leased premises on not less than five (5) days' prior notice to the Tenant or without notice in the case of an emergency and do such things upon or in respect of the leased premises as the Landlord may consider requisite or necessary. All expenses incurred and expenditures made by or on behalf of the Landlord under this Article plus ten per cent (10%) for overhead will be paid by the Tenant upon presentation of a bill therefore, as additional rent. The Landlord will have no liability to the Tenant for loss or damages resulting from such action by the Landlord.

## Attachment #2

Right to Re-enter	<p><b>Article 10.01</b></p> <p>If the Tenant fails to pay rent when due or fails to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by the Tenant, or if re-entry is permitted under any other terms of this Lease, then the Landlord in addition to any other right or remedy it may have, will have the right of immediate re-entry and may remove all persons and property from the leased premises and the property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of the Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for loss or damage occasioned thereby.</p>
Bankruptcy of Tenant	<p><b>Article 10.02</b></p> <p>If the term or any of the goods and chattels or improvements of the Tenant on the leased premises at any time during the term are seized or taken in execution or attachment by a creditor of the Tenant, or if the Tenant or a guarantor or indemnifier of this Lease, makes an assignment for the benefit of creditors or a bulk sale from the leased premises or becomes bankrupt or insolvent or takes the benefit of a Statute now or hereafter in force for bankrupt or insolvent debtors, or if an order is made for the winding-up of the Tenant, or if the Tenant abandons or vacates or attempts to abandon or vacate the leased premises or sells or disposes of goods or chattels, or the improvements, if any, of the Tenant or removes them or any of them from the leased premises so that there would not in the event of abandonment, vacating, sale or disposal, be sufficient assets on the leased premises subject to distress to satisfy all rentals due or accruing due hereunder, then and in every such case, in addition to the remedies herein provided, the then current month's rent and the next ensuing three (3) months' rent (i.e., three-twelfths (3/12) of the next preceding year's rental) immediately will become due and payable and the Landlord may re-enter and take possession of the leased premises as though the Tenant or the servants of the Tenant or any other occupant of the leased premises were holding over after the expiration of the term and the Lease, at the option of the Landlord will forthwith become forfeited and determined. In every one of the cases above mentioned the accelerated rent will be recoverable by the Landlord in the same manner as the rents hereby reserved and as if the rents were in arrears and the option will be deemed to have been exercised if the Landlord or its agents give notice to that effect to the Tenant.</p>
Right to Relet	<p><b>Article 10.03</b></p> <p>Should the Landlord re-enter, as herein provided, it may either terminate this Lease or it may from time to time without terminating the Tenant's obligations under this Lease, make alterations and repairs considered by the Landlord necessary to facilitate a reletting, and relet the leased premises or any part thereof for such term or terms (which may be for a term extending beyond the term) and at such rental or rentals and upon such other terms and conditions as the Landlord in its reasonable discretion may deem advisable; upon each reletting all rentals received by the Landlord from the reletting will be applied first to the payment of any indebtedness other than rent due hereunder from the Tenant to the Landlord; second, to the payment</p>

## Attachment #2

of any costs and expenses of the reletting including brokerage fees and solicitor fees and of costs of the alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue, if any, will be held by the Landlord and applied in payment of future rent as it becomes due and payable hereunder. If the rent received from the reletting is less than the rent to be paid hereunder by the Tenant, the Tenant will pay the deficiency to the Landlord. The deficiency will be calculated and paid annually. No re-entry by the Landlord will be construed as an election on its part to terminate this Lease unless a written notice of that intention be given to the Tenant. Despite a reletting without termination the Landlord may at any time thereafter elect to terminate this Lease for the previous breach. Should the Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from the Tenant all damages it may incur by reason of the breach, including the cost of recovering the leased premises, reasonable legal fees, and the worth at the time of termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the term over the then reasonable rental value of the leased premises for the remainder of the term, all of which amounts will be immediately due and payable from the Tenant to the Landlord.

### Legal Expenses Article 10.04

If the Landlord brings an action to recover possession of the leased premises or to recover rent or other money due under this Lease, or to enforce any covenant or condition of this Lease, and the action is successful, or if because of the breach of any other covenant on the part of the Tenant to be kept or performed, a breach is established, the Tenant will pay to the Landlord all expenses incurred therefor, including the Landlord's reasonable fees incurred in any such action and in any successful appeals from a judicial decision made in such action. The Tenant will further pay all reasonable and legal fees incurred in any appeals from municipal assessments relating to the leased premises.

### Waiver of Distress

#### Article 10.05

In case of removal by the Tenant of the goods and chattels of the Tenant from the leased premises, the Landlord may follow them for one (1) year. The Tenant covenants with the Landlord in consideration of the premises and of leasing and letting by the Landlord to the Tenant of the leased premises for the term, and it is upon that express understanding that this Lease is entered into that notwithstanding anything contained in any Statute in force limiting or abrogating the right of distress or any successor statute, none of the goods and chattels of the Tenant during the term on the leased premises is exempt from levy by distress for rent in arrears by the Tenant and that upon a claim being made for exemption by the Tenant or on distress being made by the Landlord, this covenant and agreement may be pleaded as an estoppel against the Tenant in an action brought to test the right to levy upon any goods named as exempted in such Statute or amendment or amendments thereto, the Tenant waiving, as it does every benefit that could have accrued to the Tenant under or by virtue of any such statute or any amendment or amendments thereto but for this covenant.



## Attachment #2

### Right of Entry Article 11

The Landlord, its agents or servants, may at all times enter upon the leased premises, or enter any building or improvement situate thereon for the purpose of viewing the state or repair, conditions and use of the leased premises, or to perform any work or repair thereon, or to show the leased premises to prospective purchasers, mortgagees, or tenants or to exercise any of the rights or obligations of the Landlord under this Lease.

### Subordination Article 12

This lease is subordinate to all mortgages (including any deed of trust and mortgage securing bonds and all indentures supplemental thereto) which now affect the leased premises and to all renewals, modifications, consolidations, replacements and extensions thereof. Subject to the proviso contained in this sentence the Tenant agrees to subordinate this Lease to all mortgages (including any deed of trust and mortgage securing bonds and all indentures supplemental thereto) and to all renewals, modifications, consolidations, replacements and extensions thereof which may hereafter affect the leased premises and to execute promptly a document in confirmation of the subordination if requested by the Landlord, and hereby constitutes the Landlord, the agent or attorney of the Tenant for the purpose of executing the document and of making application at any time and from time to time to register postponements of this Lease in favour of any such mortgage, provided that the mortgagee (or trustee) agrees in writing that if the mortgagee (or trustee) becomes a mortgagee in possession or takes action to realize the security of the mortgage the Tenant may attorn to the mortgagee (or trustee) as a tenant upon all the terms of this Lease and continue in occupation of the leased premises unless and until this Lease is terminated by passage of time or by action taken because of a default of the Tenant.

### Construction and Article 13

The Tenant shall not suffer or permit any construction or builder's lien or similar lien to be filed or registered against the leased premises. If such lien shall at any time be filed or registered the Tenant shall procure its discharge within twenty (20) days after the lien has come to the notice of the Tenant, provided however, that if the Tenant desires to contest in good faith the amount or validity of the lien and shall have so notified the Landlord, and if the Tenant shall have deposited with the Landlord or paid into the Court to the credit of any lien action the amount of the lien claimed plus a reasonable amount for costs, then the Tenant may defer payment of such lien claim for a period of time sufficient to enable the Tenant to contest the claim with due diligence, provided always that neither the leased premises nor the Tenant's leasehold interest therein shall thereby become liable to forfeiture or sale. The Landlord may, in its sole discretion, discharge any lien filed or registered at any time against the leased premises, and any amount paid by the Landlord in so doing together with all reasonable costs and expenses of the Landlord including its legal fees shall be paid to the Landlord by the Tenant on demand.

Indemnification Article 14.01  
of Landlord

The Tenant shall indemnify and save harmless the Landlord from and against any and all claims, liens, demand, awards, judgments, actions and proceedings by whomsoever made, brought, filed or prosecuted in respect of the leased premises and in respect of loss or damage to or destruction of property or personal injuries, including death, and from and against any and all loss of, damage to or destruction of property and expenses and costs suffered or incurred by the Landlord by reason of the act, omission, negligence or misconduct of the Tenant or any assignee or subtenant or its and their servants, agents, invitees and licensees or any of them while in the course of exercising any right, licence or privilege or doing anything which is required or permitted by reason of this Lease.

Loss and  
Damage

Article 14.02

The Landlord shall not be liable for death or injury or damage to property of the Tenant or of others located on the leased premises, nor for the loss of or damage to any property of the Tenant or of others by theft or otherwise from any cause whatsoever except by the negligence of the Landlord.

Insurance

Article 15

The Tenant covenants that it shall take out and keep in full force and effect throughout the term of this Lease and any renewals thereof comprehensive general liability insurance in respect to the leased premises and the operations of the Tenant thereon against claims for personal injury, death or property damage or loss, indemnifying and protecting the Landlord and the Tenant, their respective employees, servants, agents, invitees or licensees, to the inclusive limited of not less than five million (\$5, 000,000) dollars or such other amount as the Landlord may from time to time determine, such insurance shall specifically state by its wording or by endorsement that;

- i) the Landlord is included as a named insured under the policy as its interest may appear and supply the Landlord with a certificate stating such on an annual basis;
- ii) any persons, firms or corporations designated by the Landlord are included as additional named insureds under the policy as their interests may appear;
- iii) the policy contains, as appropriate and if available, a waiver of rights of subrogation against the Landlord and Tenant or a cross-liability clause which shall have the effect of insuring each person, firm or corporation named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;
- iv) the policy extends to cover the contractual obligations assumed by the Tenant under the terms of this Lease;
- v) the insurers have received a copy of this Lease and are fully aware of the contractual obligations of the Tenant;
- vi) such policy shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material is given by the insurers to the Landlord at least thirty (30) clear days before the effective date thereof.

## Attachment #2

The Tenant covenants that it shall take out and keep in full force and effect such other types of insurance in such reasonable terms as determined by the Landlord and its insurance advisors from time to time. All policies of insurance stipulated in this Article will be with insurers acceptable to the Landlord and in a form satisfactory to the Landlord, and the Tenant will see that there is delivered to the Landlord a copy of all policies or certificates of insurance within sixty (60) days of the commencement of the term of the Lease or of the date that the Tenant takes possession of the leased premises, whichever is earlier. The Tenant agrees that if the Tenant fails to take out or keep in force any policy of insurance when so required by the Landlord, the Landlord has the right to do so and to pay the premium, and in that event the Tenant will repay to the Landlord the amount so paid as premium plus ten per cent (10%) for overhead as additional rent and it will be due and payable on the first day of the month next following the payment by the Landlord. Any insurance coverage taken out by the Tenant hereunder will, in no manner, restrict or limit the liabilities assumed by the Tenant under this Lease.

Quiet  
Enjoyment

### Article 16

The Landlord covenants with the Tenant for quiet enjoyment.

Expropriation

### Article 17

If at any time during the term of this Lease or during any renewal term the whole or any part of the leased premises shall be taken by any lawful power or authority by the right of expropriation, the Landlord may, at its option, give notice to the Tenant terminating this Lease in its entirety or, only insofar as it affects the part of the leased premises taken by the lawful power or authority by right of expropriation, on the date when the Tenant or Landlord is required to yield up possession thereof to the expropriating authority. Upon such termination, or upon termination by operation of law, as the case may be, the Tenant shall immediately surrender the leased premises or the part of the leased premises taken by the expropriating authority, as the case may be, and all its interest therein, and the rent shall abate and be apportioned to the date of termination and the Tenant shall forthwith pay to the Landlord the apportioned rent and all other amounts which may be due to the Landlord up to the date of termination. The Tenant shall have no claim upon the Landlord for the value of its property or the unexpired term of this Lease, or for any loss of business income or for any loss of any kind whatsoever sustained as a result of the expropriation, but the parties shall each be entitled to separately advance their claims for compensation for the loss of their respective interests in the leased premises taken and the parties shall each be entitled to receive and retain such compensation as may be awarded to each respectively.

Non-Registration  
of Lease

### Article 18

The Tenant covenants and agrees with the Landlord that it will not register or cause to be registered or permit to be registered this Lease or any notice thereof at any time in any Registry Office or Land Titles Office and in the event that this Lease is at any time so registered, the Tenant will upon the request of the Landlord forthwith withdraw, discharge and release or cause to

## Attachment #2

be forthwith withdrawn, discharged and released such registration at its own expense.

Net Lease	<p><b>Article 19</b></p> <p>It is agreed by the Landlord and the Tenant that the rentals reserved to the Landlord under this Lease shall be net to the Landlord and shall be clear of all taxes, rates, duties, assessment, costs, charges, utilities charges and insurance premiums arising from or relating to the leased premises and that the Tenant will pay all of the foregoing, together with all expenses of every nature and kind whatsoever relating to the leased premises and the Lessee covenants with the Lessor accordingly.</p>
Time	<p><b>Article 20</b></p> <p>Time shall be of the essence of this Lease.</p>
Applicable Law	<p><b>Article 21</b></p> <p>This Lease shall be construed pursuant to the laws of the Province in which the leased premises are situated.</p>
Successors and Assigns	<p><b>Article 22</b></p> <p>This Lease extends to and binds the respective heirs, executors, administrators, and successors of the parties hereto as the case may be. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one tenant, and to corporations, associations, partnerships or individuals, males or females, in all cases will be assumed as though in each case fully expressed.</p>
Waiver	<p><b>Article 23</b></p> <p>The waiver by the Landlord of a breach of a term, covenant or condition herein contained will not be deemed to be a waiver of the term, covenant or condition of a subsequent breach of the same or another term, covenant or condition herein contained. The subsequent acceptance of rent by the Landlord will not be deemed to be a waiver of a preceding breach by the Tenant of a term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rent accepted, regardless of the Landlord's knowledge of the preceding breach at the time of acceptance of the rent. No covenant, term or condition of this Lease will be deemed to have been waived by the Landlord unless the waiver is in writing signed by the Landlord.</p>
Headings	<p><b>Article 24</b></p> <p>The captions and headings are inserted only as a matter of convenience and for reference only.</p>
No Option	<p><b>Article 25</b></p> <p>Submission of this Lease for examination does not constitute a reservation of or option for the leased premises and the Lease becomes effective as a Lease only upon execution and delivery thereof by the Landlord and the Tenant.</p>

Attachment #2

Notice

Article 26

Any notice required to be given by either party under this Lease and all rent, additional rent and or other sum payable hereunder by the Tenant to the Landlord shall be sufficiently given if mailed by registered letter, prepaid or delivered to the parties at their respective addresses as follows:

a) The Landlord:

The Corporation of the Township of Southgate,  
185667 Grey Rd 9, R.R. # 1  
Dundalk, ON N0C 1B0

b) The Tenant:

Mid West Cooperative Inc.,  
15 Hillcrest Street East,  
P. O. Box 39  
Teeswater, ON N0G 2S0

Such notice shall be deemed to have been given to and received by the addressee in the case of mailing, five (5) business days following the mailing thereof, and in the case of delivery, the day on which notice was delivered.

Planning  
Legislation

Article 27

The Tenant acknowledges that this Lease may be subject to the provisions of planning legislation of the Province in which the leased premises are situate and the Parties agree, at the Tenant's sole cost and expense to take such action as may be necessary to comply with the provisions of any planning legislation, as amended, in force in the Province in which the leased premises are situate.

Representation  
By Landlord or  
Warranty

Article 28

The Tenant hereby accepts the Landlord's title to the leased premises and the rights herein granted and agrees that nothing in this Lease expressed or implied shall operate or have effect as any warranty, guarantee, or covenant of title.

Entire  
Agreement

Article 29

The leased premises are taken by the Tenant without any representation or warranty of any kind other than those contained in this Lease on the part of the Landlord or its agent. This Lease contains all of the terms, covenants, conditions and agreements between the parties hereto and any addition to or alteration of or changes in this Lease to be binding must be made in writing and signed by both parties.

Short Forms

Article 30

This Lease is made pursuant to the short forms of leases legislation of the Province of Ontario.

Attachment #2

The Tenant hereby accepts this Lease of the leased premises to be held by it as Tenant subject to the terms, covenants and conditions above set forth.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first above written.

LANDLORD:

The Corporation of the  
Township of Southgate

---

Mayor John Woodbury

---

Clerk Lindsey Green

TENANT:

Huron Bay Co-operative Inc.

---

General Manager – Kelly Boyle

---

Controller – Rob Gordon

## Schedule A

**Mid West Cooperative Inc. – Dundalk Location  
Southgate Land Lease Rates**

<b>Year</b>	<b>Annual Lease Calculated</b>
2023	\$ 1,265.00
2024	\$ 1,265.00
2025	\$ 1,265.00
2026	\$ 1,265.00
2027	\$ 1,290.00
2028	\$ 1,316.00
2029	\$ 1,342.00
2030	\$ 1,369.00
2031	\$ 1,397.00
2032	\$ 1,425.00

**PART 4**

303.835 MEAS

106.194 MEAS. 104

**HOLLAND STREET**  
BY REGISTERED PLAN 480  
PIN 37315-0149

86.073 MEAS  
85.679 P9

30.484 M  
30.389 P

30.484 M  
30.389 P

SECRET  
(S)  
PIN 37315-0147

SECRET  
(S)  
PIN 37315-0147

1 STOREY BRICK

REGISTERED

9.01  
MEAS  
9.04  
P10

SE  
28  
N66°05'55"W  
N66°36'50"W

SE  
28  
N66°05'55"W  
N66°36'50"W

SE  
28  
N66°05'55"W  
N66°36'50"W



**Legend**

- Grey County Boundary
- Large Scale Roads
  - Provincial Highway
  - County Road
  - Township Road
  - Seasonal Road
- Parcels - Current
- Parcels - Base



WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
© County of Grey



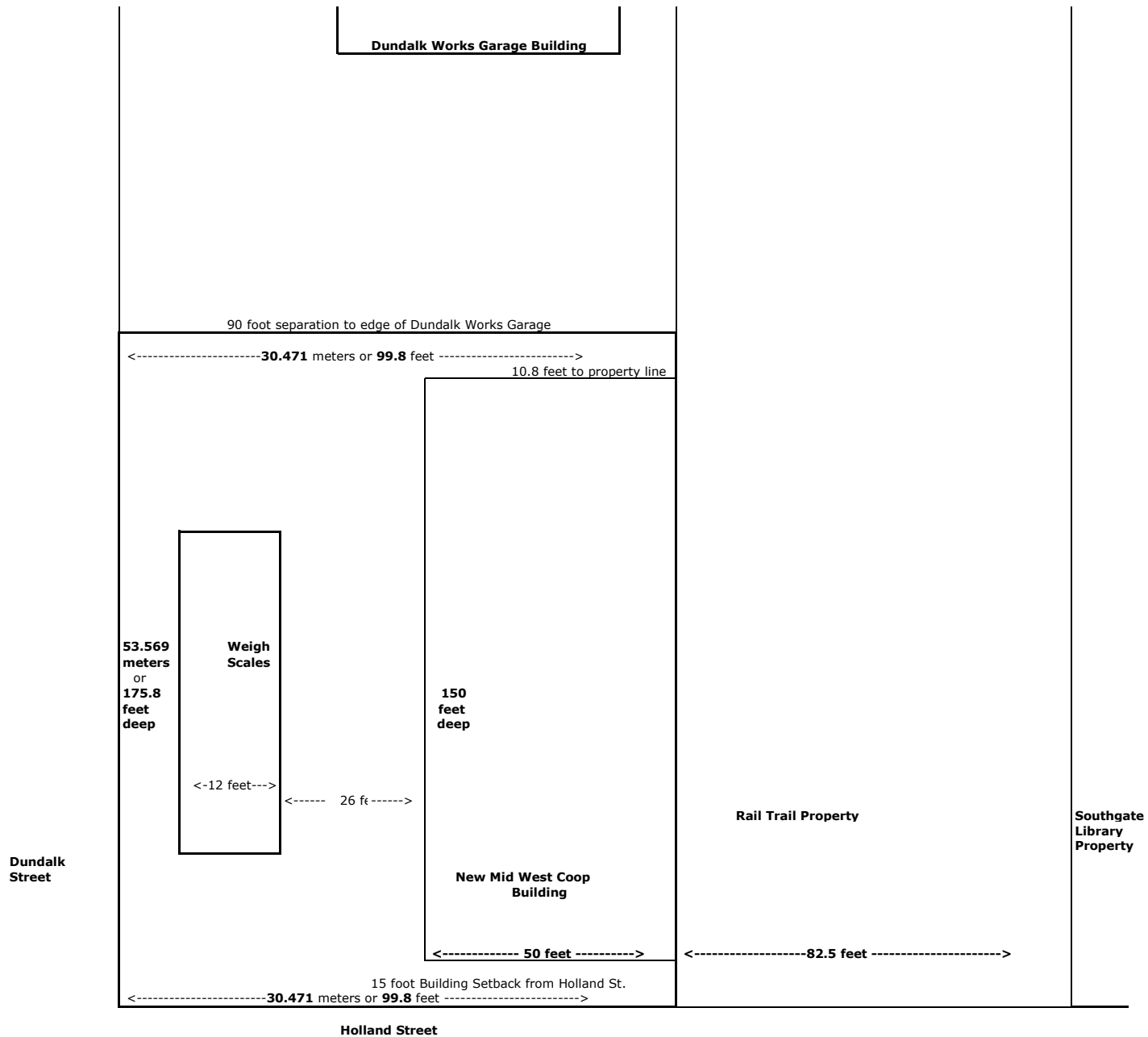
This map is a user generated static output from an Internet mapping site and is for reference only.  
Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

Printed: August 18, 2022

THIS MAP IS NOT TO BE USED FOR NAVIGATION

**Notes**

**Mid West Cooperative Preliminary Site Plan**



## **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](http://www.southgate.ca)

## **Staff Report CAO2022-068**

**Title of Report:** New Medical Centre Affordable Housing Project Option  
Report Update

**Department:** Administration

**Council Date:** September 21, 2022

### **Council Recommendation:**

**Be it resolved that** Council receive staff report CAO2022-068 as information; and

**That** Council in the next term consider this as a possible future proposal, if space is available for consideration of constructing Affordable Housing units in the new Dundalk South-East Grey Community Health Centre building; and

**That** the next term of Council consider this as an Affordable Housing Project for the South Grey Housing Corporation to take on the responsibility of advancing this as a Southgate project.

### **Background:**

The Southgate Affordable Attainable Housing Advisory Committee started discussions about residential housing options in Southgate. One of the options that came to light was the addition of one floor in the new Dundalk South-East Grey Community Health Centre dedicated to affordable housing. Allan Madden created a draft funding model and plan that would create 10 units of residential apartments at a size of 650 square feet per unit.

The Affordable Housing project for 10 units as dedicated floor space in the new Medical Centre is much needed as a project in Dundalk. What was proposed in this report is the Township could fund the project until such time as the Affordable Attainable Housing Committee can complete the work to establish a Mortgage and Housing Corporation that would then have proper entity to fund and manage these types of long-term residential projects.

Project concerns is it would tie up Southgate borrowing capacity until the local Mortgage and Housing Corporation could be established to take over the project. Further this is not an operating space the Township of Southgate has staff or expertise in developing, managing or maintaining housing units.

At the April 6<sup>th</sup>, 2022 Council meeting staff report CAO2022-015 titled "Southgate Affordable Housing Proposal" was presented to Council and the following resolution was approved by a recorded vote:

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

**Be it resolved that** Council receive staff report CAO2022- 015 as information; and

**That** Council discuss this proposal and direct staff on how we should proceed with the consideration of constructing 10 Affordable Housing units as an additional floor in the new Dundalk South-East Grey Community Health Centre building as a dedicated space for 10 units of affordable residential space; and

**That** Council direct staff to look into financing the Affordable Housing Project through Infrastructure Ontario to fund the cost until the Affordable Attainable Housing Committee is able to develop plans for a Local Mortgage and Housing Corporation can be established to take over the responsibility of the loan and the project.

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. 2022-211

#### **Staff Comments:**

Staff explored ways to develop this opportunity to create 10 affordable housing units as part of the new SEGCHC Dundalk build. We have had discussions with South-East Grey Support Services (SEGSS) and they do not want to take this project on with the other work and planning they have underway. The timing is not right to coordinate, research funding support and bring this project together with SEGCHC Dundalk Medical Clinic building planning and Ministry of Health approval process that we don't want to impede in any way.

Staff recommend that the next term of Council consider constructing an Affordable Housing project in the new Dundalk South-East Grey Community Health Centre building if space is available and also advance this as a project for the South Grey Housing Corporation if formed, to take on the responsibility of advancing this as a Southgate initiative.

#### **Financial Impact or Long Term Implications**

There is no financial impact as a result of this report at this point in time.

It is staff's opinion that the Township of Southgate does not have the financial capacity at this time and our future capital investment flexibility would be impaired. The project is projected to cost \$3.5 million dollar capital investment in 2022 dollars and about \$60,000.00 in annual operating funds to maintain this affordable housing project.

#### **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 report as information.

Respectfully Submitted,

**CAO approval:** Original Signed By Dave Milliner – CAO  
[dmilliner@southgate.ca](mailto:dmilliner@southgate.ca) 519-923-2110 x210

## **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](http://www.southgate.ca)

## **Staff Report CAO2022-069**

**Title of Report:** Lions, SEGCHC, SEGSS & Southgate Partnership  
Agreement for New Medical Centre and the Old Lions  
Medical Clinic Future Use Report

**Department:** Administration

**Council Date:** September 21, 2022

### **Council Recommendation:**

**Be it resolved that** Council receive staff report CAO2022-069 as information; and

**That** Council approve the Lions, SEGCHC, SEGSS & Southgate Draft Partnership Agreement as presented; and

**That** Council consider approving the Lions, SEGCHC, SEGSS & Southgate Final Partnership Agreement by Municipal By-law 2022-144 at the October 5<sup>th</sup>, 2022 meeting.

### **Background:**

The Affordable Attainable Housing Committee has created a lot of discussions about residential options in Southgate. One of the options and discussions has been the conversion of the Lions Medical Clinic Building to affordable housing project when SEGCHC vacates the building.

Staff have been working with the Dundalk Lions Club, South-East Grey Support Services (SEGSS) and South East Grey Community Health Center (SEGCHC) on a Memorandum of Understanding to deal with the needs of each of the parties. This issues being the following:

- Lions Club – A place (home) for their meetings in the New Medical Center, access to community facilities to hold events and some storage area in Dundalk. Also important to them is a future use of the old Lions Medical Clinic building and recognition of their efforts that originally constructed the building.
- SEGSS – They have interest in assuming the old Lions Medical Clinic building to upgrade the structure to a 7 unit residential rental affordable housing facility. One of the conditions for SEGSS to invest in the project and required to receive a loan through the Canadian Housing & Mortgage Corporation is they must have land ownership or control property where the building is located for a minimum of 60 years .
- SEGCHC – The use of lands to locate and operate future Medical Center in Dundalk.



- Southgate – Maintaining ownership of lands, ensuring good community user benefits from the future use of the lands by the partners and increasing access to future downtown parking areas.

### **Staff Comments:**

Staff have now created a draft Partnership Agreement for the parties to agree on which reflects the Memorandum document. Once SEGCHC, SEGSS and Southgate have agreed to the terms of the Partnership Agreement, Southgate will send it to the Dundalk Lions Club for their approval.

Staff recommend draft approval of the Lions, SEGCHC, SEGSS & Southgate Draft Partnership Agreement (Attachment #1) as presented in this agenda. If there are further changes necessary, they will be presented at the next Council meeting for consideration and approval of the Dundalk Lions Club, South East Grey Community Health Center, South East Grey Support Services & the Township of Southgate Final Partnership Agreement by Municipal By-law 2022-144 at the October 5<sup>th</sup>, 2022

### **Financial Impact or Long Term Implications**

There is no financial impact as a result of this report at this time.

### **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 report as information.
2. That Council approve the Lions, SEGCHC, SEGSS & Southgate Draft Partnership Agreement as presented.
3. That Council consider approving the Lions, SEGCHC, SEGSS & Southgate Final Partnership Agreement by Municipal By-law 2022-144 at the October 5<sup>th</sup>, 2022 meeting.

Respectfully Submitted,

**CAO approval:** Original Signed By Dave Milliner – CAO  
[dmilliner@southgate.ca](mailto:dmilliner@southgate.ca) 519-923-2110 x210

- Attachment 1 – Lions, SEGCHC, SEGSS & Southgate Draft Partnership Agreement



# Partnership Agreement

Between

## **South-East Grey Community Health Centre**

(hereinafter referred to as the "CHC")

and

## **South-East Grey Support Services**

(hereinafter referred to as the "Agency")

and

## **The Dundalk and District Lion's Club**

(hereinafter referred to as the "Lion's" or "Lions")

and

## **The Corporation of the Township of Southgate**

(hereinafter referred to as the "Township")

WHEREAS the CHC is interested in establishing an integrated primary care hub in Dundalk that will improve access to care for clients and patients of Southgate currently receiving care from the CHC at the Lions Club Clinic;

AND WHEREAS the Lions have provided a medical facility to the people in the Village of Dundalk, Southgate and the surrounding community for the last 45 years;

AND WHEREAS the Township provided free land for the Lions to erect a clinic in 1975;

AND WHEREAS the CHC has been successful in receiving planning money from the Ministry of Health for a new medical clinic in Dundalk;

AND WHEREAS the Agency is interested in obtaining the Lions building for client residential use;

AND WHEREAS the Lions are interested in obtaining dedicated space in the new Clinic;

NOW THEREFORE, in consideration of the mutual covenants and agreements, and subject to the conditions and limitations, set forth herein, and for the mutual reliance of the parties hereto, the parties hereby agree that no commitment or guarantee, or warranty is implied with or binding to any and all of the following undertakings:

### **1. Dundalk Lions Club:**

- The facility erected on land provided by the Township and currently rented to the CHC and other tenants shall transfer to the control of the Agency;
- The Lions facility shall be vacated by all tenants within ninety (90) days of the new CHC medical clinic beginning operations;
- The Lions Club will provide a written notice of eviction to each of the Tenants of the Lions Club Clinic 120 days prior to the required evacuation date; and
- The Lions will turn over the Lions Building to the Agency in exchange of their financial commitment to the new CHC medical facility.

## 2. The Township of Southgate:

- The Township has provided land to the CHC for the erection of a new multi-disciplinary **medical** clinic in Dundalk;
- The land used by the Lions to erect an **original Lions Medical** clinic (specifically **describe as** Plan 480, Lot G, H in the Township of Southgate (Village of Dundalk), municipally known as 53 Main Street West, assessment roll number 42 07 110 001 39400, hereinafter, called "the lands") are owned by the Corporation of the Township of Southgate which has entered into this agreement to provide municipal capital facilities, pursuant to subsection 110 (1) of the Act;
- The Lions will have access to all Southgate owned facilities for their use for meetings and community events they organize and book the facility when available;
- The **Lions Medical Clinic building as a physical structure** on the Lands shall become the property and the responsibility of the Agency within 90 days of the new medical (CHC Clinic) opening;
- **The Lands excluding the physical building structure shall remain the property and the responsibility of the Township;**
- **The Township shall provide the land to Agency as a property lease at no cost for a period of not less than sixty (60) years for the purpose of converting original Lions Medical Clinic facility in Dundalk to an Affordable Housing project as a building conversion and upgrade project as a condition the Agency must have in place to qualify for Canada Mortgage and Housing Corporation funding and loans;**
- **The Township will continue to maintain the parking lot and provide winter maintenance snow removal and sanding; and**
- The Township shall not be obligated to any future use of the Lions Medical Clinic facility by any party **other than the Agency for land lease purposes only.**

## 3. South East Grey Community Health Centre

- The CHC shall work through the Ministry of Health Capital Planning process to obtain funding approval to design and construct an integrated medical facility on land owned by the Township of Southgate;
- The CHC shall give notice to the Lions Club of their intention to vacate at least 120 days in advance of moving into their new facility;
- The CHC will endeavor to build the new facility large enough with approved funding that will enable it to lease space to the current Lions Club tenants without comprising the CHC's ability to perform its regular operations;
- In recognition of the contribution the Lions Club have made to the Southgate area, the CHC will provide the Lions Club access to a meeting space and kitchen area at mutually agreed upon times that are scheduled at least one month in advance for the purposes of conducting their meetings and provide a naming convention consistent with the CHC's naming rights policy;
- Said access shall be granted in perpetuity **as long as Lions Club exist as a community entity;**

- The CHC shall include in the design of the new Clinic, dedicated space that shall meet the storage needs of the Lions Club while conforming to the overall design and build requirements required by the CHC; and
- The cost to design and construct the dedicated space shall not exceed \$100,000 and 200 ft<sup>2</sup>.

#### 4. South East Grey Support Services

- The Agency shall assume control of the Lions Medical Clinic;
- Said control shall be considered full ownership of the building only by the Agency;
- In recognition of the donation made by the Lions, the Agency shall pay for the building of a dedicated space in the new facility required by the Lions;
- The Agency shall work with the Lions and provide a naming of the renovated facility that recognizes the Club's historical commitment to the origin and future use of the building; and;
- Said cost to be \$100,000 for the dedicated space in the new facility as a donation by the Agency and paid to the CHC.
- The conditions of the transfer of the building will be that the Agency will convert the future use of the building as an Affordable Housing rental space in Dundalk to support local accommodation needs and an agreed to naming of the building as a new housing facility that recognizes the Lions Club for their original commitments to develop and construct the original Lions Medical Centre.

IN WITNESS WHEREOF the South East Grey Community Health Centre and the Dundalk and District Lion's Club, The Township of Southgate and South East Grey Support Services have hereto affixed their corporate seals attested by the hands of their duly authorized officers in that behalf.

**This page is intentionally left blank with the signatory page to follow:**

## **SOUTH-EAST GREY COMMUNITY HEALTH CENTRE**

Date: \_\_\_\_\_ Per: \_\_\_\_\_  
Alex Hector, Executive Director

*I have the authority to bind the Corporation*

## **DUNDALK AND DISTRICT LIONS CLUB**

Date: \_\_\_\_\_ Per: \_\_\_\_\_  
Rob Sturrock, President

Date: \_\_\_\_\_ Per: \_\_\_\_\_  
Blain Clarke, Treasurer

*We have the authority to bind the Lions Club.*

## **THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE**

Date: \_\_\_\_\_ Per: \_\_\_\_\_  
John Woodbury, Office of the Mayor

Date: \_\_\_\_\_ Per: \_\_\_\_\_  
Lindsey Green, Township Clerk

*We have the authority to bind the Corporation.*

## **SOUTH-EAST GREY SUPPORT SERVICES**

Date: \_\_\_\_\_ Per: \_\_\_\_\_  
Maurice Voisin, Executive Director

*I have the authority to bind the Corporation*

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



**Phone:** 519-923-2110  
**Toll Free:** 1-888-560-6607  
**Fax:** 519-923-9262  
**Web:** [www.southgate.ca](http://www.southgate.ca)

## **Staff Report PL2022-064**

**Title of Report:** PL2022-064-SP12-22-Grey Ridge Metals  
**Department:** Planning Services  
**Council Date:** September 21, 2022

**Recommendation:**

**Be it resolved that** Council receive Staff Report PL2022-064 for information; and  
**That Council** consider approval of By-law 2022-132 authorizing the entering into a Site Plan Agreement.

**Property Location: 185673 Grey Road 9**



**Background:** This Site Plan Agreement implements Zoning Bylaw amendment 2022-131 which was passed on September 7, 2022 zoning a portion of the property A1-530 which permits the industrial use shop and outside storage.

**Staff Comments:** The Site Plan and Site Plan Agreement address a number of issues to mitigate potential conflicts with neighbouring land uses. The agreement attempts to mitigate concerns raised by on farm shops and it includes the following:

1. Providing landscaping and screening to blend it in with the Surrounding Area. The screening trees are to be a minimum 1.5m in height and coniferous in order to provide screening of the outdoor storage areas and to blend the building in with the landscape.
2. Ensuring that in the event of a complaint all doors and windows will remain closed during operation.
3. Applying dust control measures at the Townships discretion.
4. Requiring a water reservoir be installed should the Township fire department deem it necessary in future.
5. A grading and drainage plan prepared has also be included to address neighbour concerns regarding drainage.

The closest sensitive land use is the Township office which is 150m away to the west. A key map of the area has been provided for your review. The above provisions will ensure that surrounding land uses are minimally impacted by the proposed development. It is, therefore, the recommendation of Township staff to approve the Site Plan and authorize the mayor and clerk to sign the attached Site Plan Agreement

**Financial Implications:** None

**Concluding Comments:** Based on the above it is recommended that the Council receive this staff report and consider approval of by-law 2022-132 authorizing the agreement.

Respectfully Submitted,

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



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

**Attachments:**

The Corporation of the Township of Southgate  
By-law Number 2022-132

**Being a by-law to authorize the execution of a Site Plan Control Agreement**

**Whereas** Section 41 of the Planning Act, RSO 1990, Chapter P.13 as amended authorizes municipalities to designate areas of Site Plan Control, and to subsequently enter into agreements with respect to the conditions of development or redevelopment of lands in areas of Site Plan Control; and

**Whereas** all of the lands within the Township are designated as a Site Plan Control Area pursuant to the provisions of Section 41 of the Planning Act and By-law 2021-111; and

**Whereas** the Council of the Township of Southgate deems it expedient to enter into a Site Plan Agreement with the owner,

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

1. **That** a Site Plan Agreement between Grey Ridge Metals and the Township of Southgate for the development of the lands described as Con 13 Lot 18 Proton, Township of Southgate is authorized. Such agreement being attached hereto as Schedule "A" and which forms a part of this by-law;
2. **That** the Mayor and Clerk are authorized to sign the Site Plan Agreement on behalf of the Council of the Corporation of the Township of Southgate in substantially the form as that set out in Schedule A;
3. **That** the Clerk is authorized and directed to cause notice of the Site Plan Agreement to be registered on the title to the said lands forthwith after it has been signed by all parties; and
4. **That** this By-law shall come into full force and effect upon the final passing hereof.

Read a first and second time this 21<sup>st</sup> day of September 2022.

Read a third time and finally passed this 21<sup>st</sup> day of September 2022.

---

Mayor – John Woodbury

---

Clerk- Lindsey Green

THE CORPORATION OF  
THE TOWNSHIP OF SOUTHGATE

**SITE PLAN AGREEMENT**

THIS AGREEMENT made in triplicate this 21<sup>st</sup> day of September, 2022

Between: Grey Ridge Metals

(hereinafter called the "OWNERS" OF THE FIRST PART)

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

(hereinafter called the "TOWNSHIP" OF THE SECOND PART)

WHEREAS the OWNERS represents that they are the owners of these lands and premises in the Township of Southgate in the County of Grey, being more particularly described in s Schedule "A"

AND WHEREAS the OWNERS have applied to the TOWNSHIP to permit development on the OWNER'S lands;

AND WHEREAS the Encumbrancer(s) (if any) hold registered security interests in the lands and all Encumbrancers of the lands are included as parties to this Agreement

AND WHEREAS the OWNERS have agreed with the TOWNSHIP to furnish and perform the works, material, matters and things required to be done, furnished and performed in the manner hereinafter described in connection with the proposed use of the subject lands;

AND WHEREAS the said lands have been designated by the Council of the TOWNSHIP as being within a site plan control area as provided by Section 41 of the Planning Act, R.S.O. 1990, as amended;

NOW THEREFORE witnesseth that in consideration of other good and valuable consideration and the sum of one -----(\$1.00)-----DOLLAR of lawful money of Canada now paid by the TOWNSHIP to the OWNER, the receipt whereof is hereby acknowledged, the OWNERS and the TOWNSHIP covenant, declare and agree as follows:

**SECTION 1 - LANDS TO BE BOUND**

1. The lands to be bound by the terms and conditions of this Agreement (sometimes referred to as "the subject lands"), are located in the geographic Township of Proton, in the TOWNSHIP OF SOUTHGATE, and are more particularly described in Schedule "A".

**SECTION II - COMPONENTS OF THE AGREEMENT**

1. The text and the following Schedules, which are annexed hereto, constitute the components of this Agreement.

Schedule "A" - Legal Description of the Lands being developed.

Schedule "B" - Site Plan(s)

**SECTION III - REGISTRATION OF AGREEMENT**



1. This Agreement shall be registered on title to the said lands as provided for by Section 41(10) of the Planning Act, R.S.O., 1990, as amended, at the expense of the OWNERS;
2. The OWNERS agree that all documents required herein shall be submitted in a form suitable to the TOWNSHIP and suitable for registration, as required;
3. The PARTIES agree that this Agreement must be registered against the OWNERS' lands within thirty (30) days of the execution thereof by both parties.

#### **SECTION IV - BUILDING PERMITS**

1. The OWNERS agree to not request the Chief Building Official to issue any further building permits to carry out the development until this Agreement has been registered on title to the lands described in Schedule "A" attached hereto and a registered copy of same has been provided to the Township.
2. It is agreed that if the OWNERS fail to apply for any building permit or permits to implement this Agreement within 12 months from the date upon which such building permit would be available, then the TOWNSHIP, at its option has the right to terminate the said Agreement and require that a new Site Plan Agreement be submitted for approval and execution.

#### **SECTION V - PROVISIONS**

1. **THIS AGREEMENT** applies to works related to the entire subject lands and includes the exterior of existing buildings, new structures, drainage and servicing and entrance as required. Agricultural and residential uses are not applicable to this Site Plan Agreement in accordance with section 41 of the Planning Act and By-law 47-2007.
2. **THE OWNERS** further covenant and agree to develop the subject lands in accordance with the Site Plan being Schedule "B" attached hereto, and that no work will be performed on the subject lands except in conformity to all provisions of this Agreement.
3. **THE OWNERS** agree to carry out on the lands at the work, and to construct, install and maintain at its expense all of the services, works and facilities stipulated, described by words and numbers, and shown in and upon the following Plans, that is:

(i) Submitted Site Plan Drawings;

which Plan is hereinafter called "the Site Plan." Notwithstanding the generality of the foregoing the requirements under this agreement include all of the notes and printed text contained in and on the Plans making up the Site Plan.

4. **FURTHER DESCRIPTION OF WORK AND LOCATION OF SITE PLAN.** Without limiting the generality of the foregoing, all of the specifications and said requirements contained in the said Site Plan, which is on file at Southgate's Municipal Office, shall be adhered to and satisfied by the Owner to the satisfaction of Southgate.
5. **EXTERIOR FASCIA.** In order to mitigate possible noise impacts of the facility, the owner agrees that the Chief Building Official or By-law Enforcement Officer, may require, if complaints are received, that all doors and windows remain closed during operating hours.
6. **STORM DRAINAGE -- GENERAL.** Notwithstanding the foregoing, the Owner agrees that the storm drainage system on and for the lands shall be designed and constructed to the satisfaction of Southgate at the expense of the Owner.

7. **ENTRANCE.** The entrance to the property is from Grey Road 9. A Commercial Entrance permit is required from the County of Grey at the expense of the owner.

8. **FIRE SUPPRESSION.** The owner agrees to install all necessary servicing and equipment on the property for fire fighting and fire suppression including if required a water reservoir, at the owners expense.

9. **SERVICING.** The owner is responsible for ensuring that a private well and sewage disposal system are in good working order to accommodate the shop and its employees.

10. **LANDSCAPED BUFFERING.** The owner agrees to install a landscaped screening buffer where outdoor storage areas are exercised, installed, or used, in accordance with the Township of Southgate Zoning By-law. This buffer must be maintained for the purposes of providing a visual barrier. Trees planted for providing a screen or barrier, must be a minimum of 1.5m in height and coniferous in nature.

11. **OUTSIDE STORAGE.** Outside storage may only be located in the areas identified on the Site Plan. Stacking in the outside storage area is limited to a maximum height of 3m and in no case will it be higher than the eaves of the workshop.

12. **DUST CONTROL MEASURES.** The owner agrees to provide for dust control measures such as calcium and water, to mitigate impacts as required by the Township of Southgate. These measures will be required for those areas of the site not asphalted or seeded with grass.

13. **LIGHTING.** All exterior lighting must be dark sky compliant. It must be pointed downward and remain internal to the site in accordance with the Township of Southgate Standards.

14. **MOE CERTIFICATES OF APPROVAL (IF REQUIRED).** The Owner shall not commence any work on the lands or cause any work to be commenced on the said public highway until any Certificate of Approval required under the ***Environmental Protection Act*** and or the regulations made under it has been duly applied for by the Owner and a copy of the application has been filed with Southgate.

15. **POSTPONEMENT AND SUBORDINATION OF ENCUMBRANCES.** The Owner covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or those holding encumbrances as may be deemed necessary by Southgate to postpone and subordinate their interest in the lands to the interest of Southgate to the extent that this Agreement shall take effect and have priority as if it have been executed and registered prior to the execution and registration of any such mortgages or encumbrances.

16. **SOUTHGATE'S PROFESSIONAL FEES AND DISBURSEMENTS.** The Owner shall reimburse Southgate for all of its engineering and legal expenses (professional fees and disbursements) in connection with the development and implementation of this Agreement.

17. **WAIVER.** The failure of Southgate at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by Southgate of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. Southgate shall specifically retain its rights at law to enforce this Agreement.

18. **NO CHALLENGE TO THE AGREEMENT.** The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the parties' right to enter into and force this Agreement. The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provisions in Section 41 of the Planning Act interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.

19. **ENFORCEMENT.** The Owner acknowledges that Southgate, in addition to any other remedy it may have at law, may also be entitled to enforce this Agreement in accordance with Section 446 of the **Municipal Act, 2001** as amended.

20. **MEDIATION.** Without affecting Southgate's statutory right under subsection 41(11) of the said **Planning Act** to, at its complete discretion, invoke the provisions of Section 446 of the **Municipal Act, 2001** as amended regarding any applicable requirement herein in which case this paragraph shall be inoperative and inapplicable, in the event that a dispute relating to this Agreement or its implementation arises that cannot be resolved by negotiation between the parties, the parties agree to use the services of a mediator to attempt to resolve their differences and failing agreement on the procedure to be followed, it shall be conducted in accordance with the rules of procedure for the conduct of mediations of the ADR Institute of Ontario Inc. or its successor body.

21. **REGISTRATION.** The Owner consents to the registration of this Agreement or Notice of this Agreement by Southgate on the title to the lands.

22. **ENUREMENT CLAUSE.** The covenants, agreements, stipulations, declarations, and provisions contained herein shall run with the lands and shall be binding upon the Owner and its successors and assigns and the benefit thereof shall enure to Southgate and its successors and assigns.

## **SECTION VI - BINDING PARTIES, ALTERATION, AMENDMENT, EFFECT, NOTICE, PENALTY**

1. This Agreement may only be amended or varied by a written document of equal formality herewith duly executed by the parties hereto and registered against the title to the subject lands.

2. The OWNER further agrees to complete the items detailed on Schedule "B" within three (3) years of the date of registration of this Agreement.

3. Following completion of the works, the OWNER shall maintain to the satisfaction of the TOWNSHIP, and at the sole expense of the OWNER, all the facilities or works described in Schedule "B".

4. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of each of the PARTIES hereto.

5. The Agreement shall come into effect on the date of execution by the TOWNSHIP.

6. The OWNER acknowledges that this Agreement is entered into under the provisions of Section 41(7)(c) of the Planning Act, R.S.O., 1990, as amended.

7. Any notice required to be given pursuant to the terms hereto shall be in writing and mailed or delivered to the other at the following address:

To the TOWNSHIP: Clerk  
Township of Southgate  
185667 Grey Rd 9, R.R. 1,  
Dundalk, ON  
N0C 1B0

**IN WITNESS WHEREOF** the corporate parties have executed this Agreement by affixing thereto their corporate seals, as attested by the hand of their proper signing officers duly authorized in that behalf.

**AND IN WITNESS WHEREOF** the natural parties hereto have hereunto set their hands and seals. Signing authorized by By-law 2022-132

in the presence of:

Witness

Witness

**THE CORPORATION OF THE  
TOWNSHIP OF SOUTHGATE**

John Woodbury, Mayor

Lindsey Green, Clerk

Schedule "A"

**THE LAND**

All and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Southgate, in the County of Grey and Province of Ontario, and being composed of:

**Concession 13, Lot 18, Geographic Township of Proton,  
Township of Southgate alternatively described as 185673  
Grey Road 9.**

Schedule "B"

**SITE PLANS**

Drawing #1. Dated September 21, 2022 and signed by the planner

Drawing #2. Dated September 21, 2022 and signed by the planner

Drawing #3. Dated September 21, 2022 and signed by the planner

Drawing #4. Dated September 21, 2022 and signed by the planner

Drawing #5. Dated September 21, 2022 and signed by the planner

Drawing #6. Dated September 21, 2022 and signed by the planner



AREA SCHEDULE		
NAME		AREA
<b>Buildings</b>		
(B-1)-Workshop	18.288mx35.357m	646.605 m <sup>2</sup>
(B-1B)-Attached Office	6.096m x 9.144m	55.742 m <sup>2</sup>
(B-2)-Power Room	4.9mx9.1m	44.65m <sup>2</sup>
<b>Total Building Area</b>		<b>747m<sup>2</sup></b>
<b>Outdoor Storage</b>		
	<b>Dimensions</b>	
(A) Lumber Rack	1.5mx45m	68m <sup>2</sup>
(B) Lumber Rack	3mx32m	96m <sup>2</sup>
(C) Lumber Rack	3mx32m	96m <sup>2</sup>
(D) Lumber Rack	3mx32m	96m <sup>2</sup>
(E) Lumber Rack	1.5mx84m	126m <sup>2</sup>
(F) Lumber Rack	1.5mx14m	21m <sup>2</sup>
<b>Total Outside Storage Area</b>		<b>503m<sup>2</sup></b>
<b>Total Combined Area</b>		<b>1250m<sup>2</sup></b>

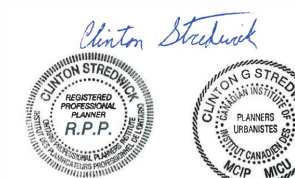
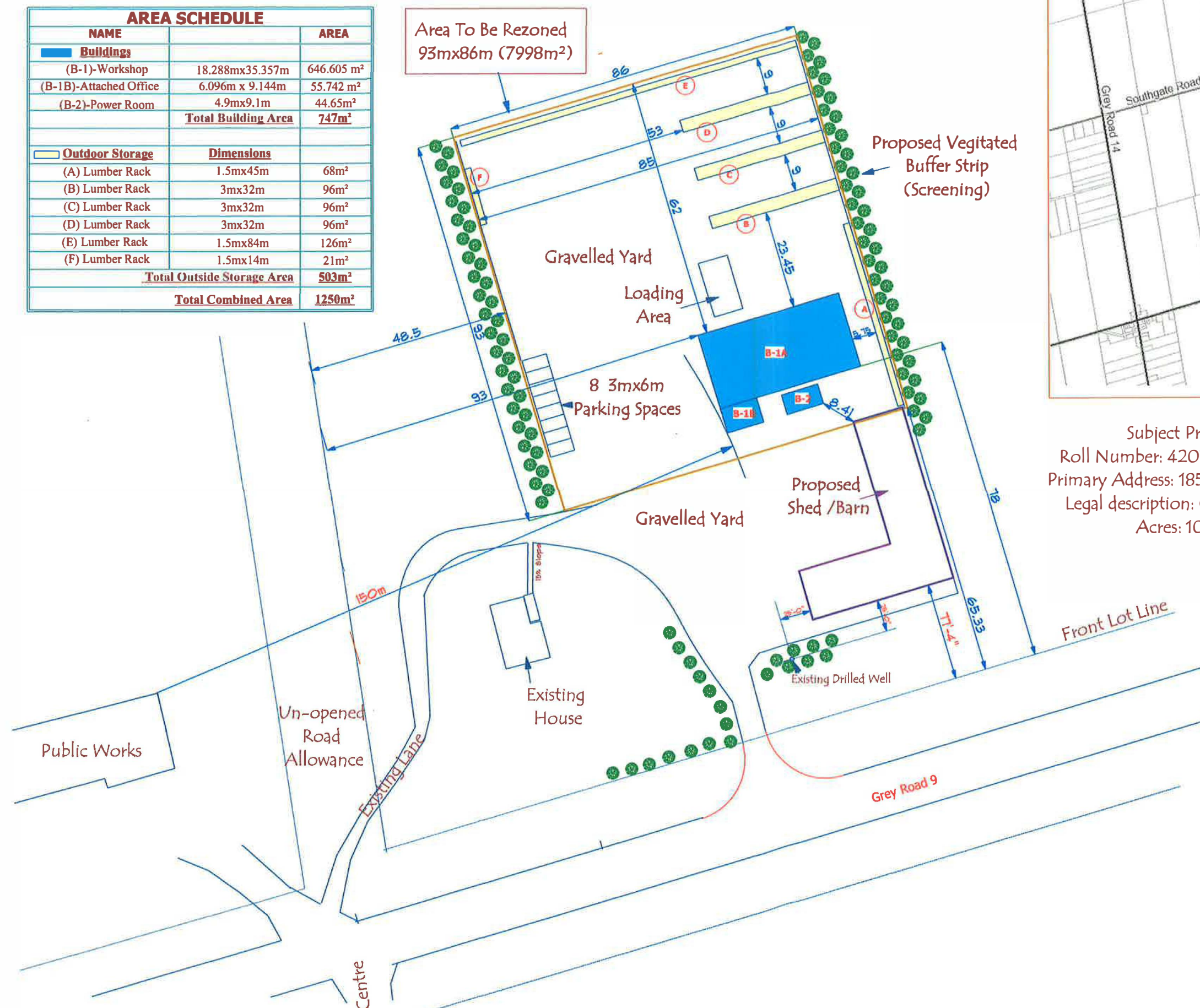
Area To Be Rezoned  
93mx86m (7998m<sup>2</sup>)

Proposed Vegetated  
Buffer Strip  
(Screening)



Subject Property:  
Roll Number: 420709000215100  
Primary Address: 185673 GREY ROAD  
Legal description: CON 13 LOT 18  
Acres: 103.543

Note:  
The screening trees are to be a minimum 1.5m in height and coniferous in order to provide screening of the outdoor storage areas and to blend the building in with the landscape.



Drawing # 1 Dated  
September 21,  
2022

Project Title ;  
Zoning Amendment  
Property Owner;  
Grey Ridge Metals Inc.

Property Address;  
185673 Grey Road 9  
Dunalk ON,

Con.13 Lot.18 Proton

Drawing Title;  
**Siteplan**

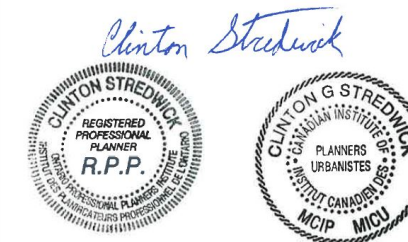
Drawing Scale;  
1:1000  
Drawn By; E.M.S

Page;  
1 of 5  
3/23/22





Subject Property:  
Roll Number: 420709000215100  
Primary Address: 185673 GREY ROAD  
Legal description: CON 13 LOT 18  
Acres: 103.543



Drawing #2 Dated September 21, 2022

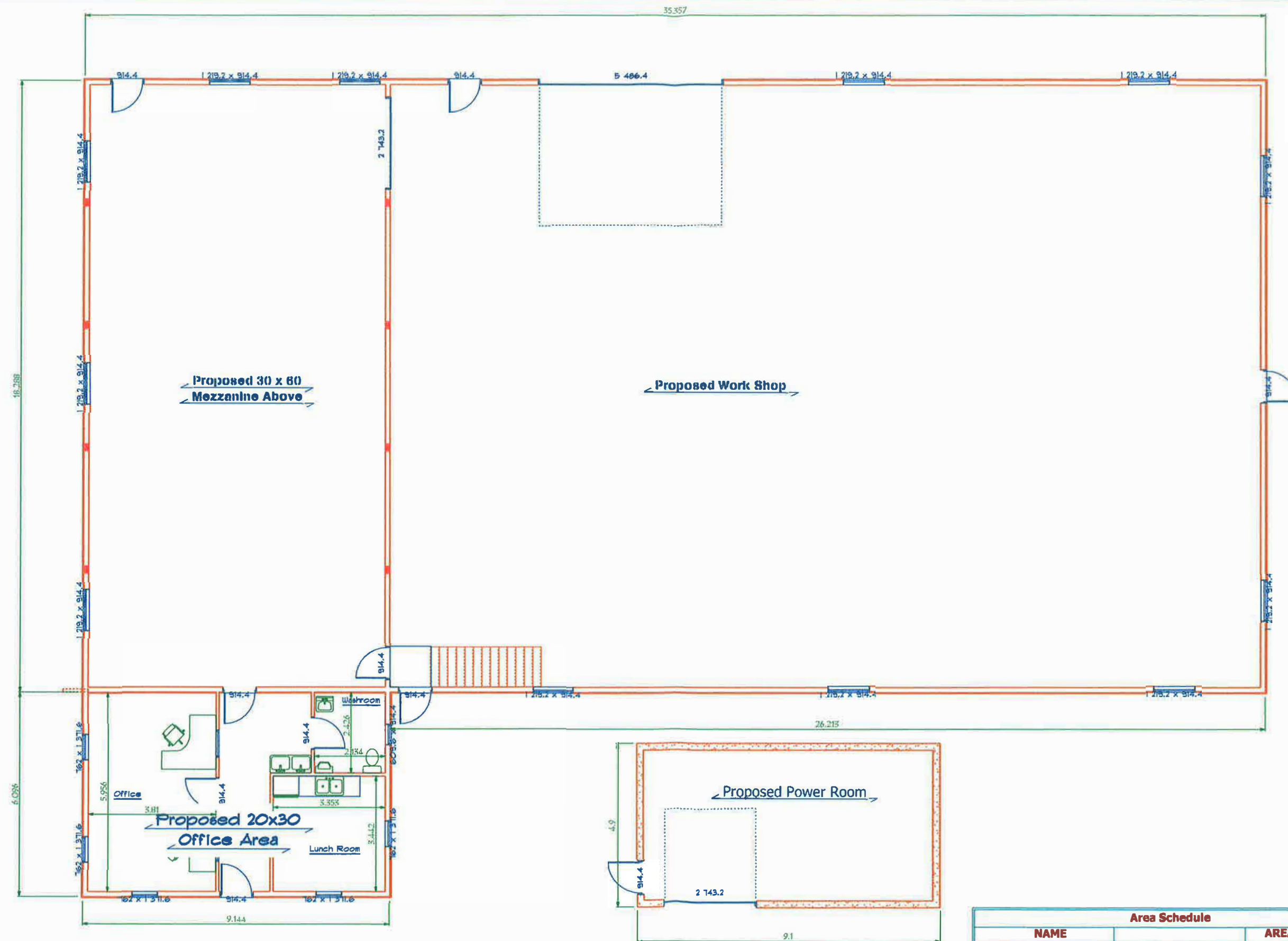


Project Title ; Zoning Amendment	
Property Owner; Grey Ridge Metals Inc.	
Propert Address; 185673 Grey Road 9 Dunalk ON, Con.13 Lot.18 Proton	
Drawing Title; <b>MDS</b>	
Drawing Scale; 1:1800 Drawn By; E.M.S	Page; <b>2 of 5</b> 3/23/22



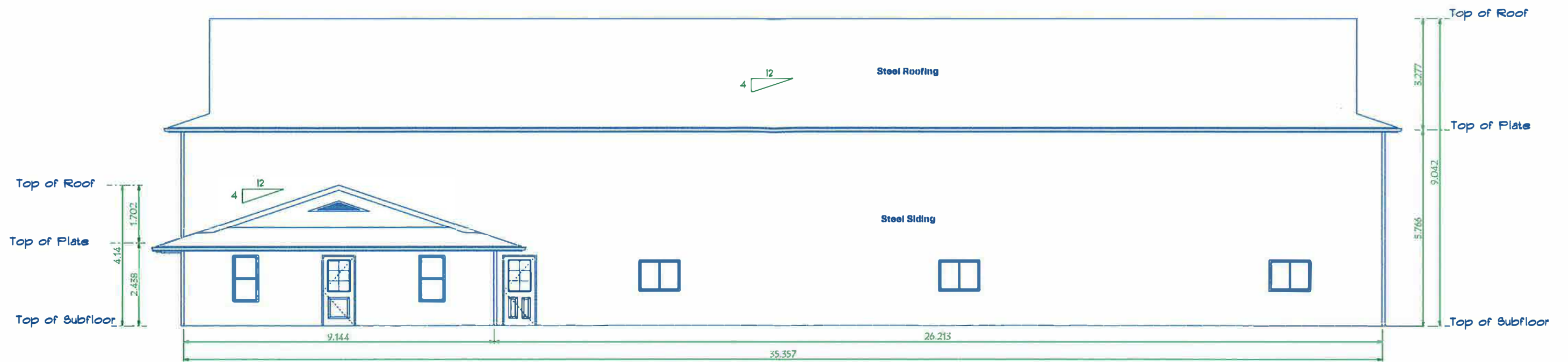


Drawing # 3 Dated September 21, 2022

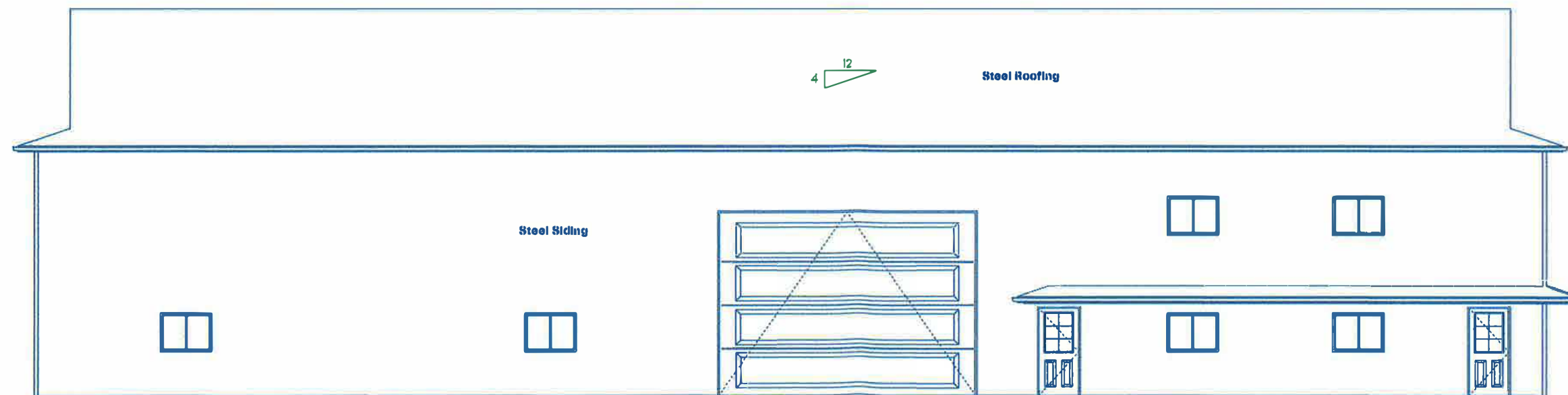


Area Schedule		
NAME		AREA
Workshop	18.288mx35.357m	646.605 m <sup>2</sup>
Attached Office	6.096m x 9.144m	55.742 m <sup>2</sup>
Power Room	4.9mx9.1m	44.65m <sup>2</sup>
Total Building Area		742m <sup>2</sup>

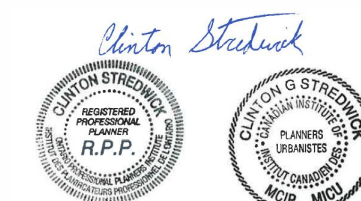
Project Title ; Zoning Amendment	
Property Owner; Grey Ridge Metals Inc.	
Property Address; 185673 Grey Road 9 Dunalk ON, Con.13 Lot.18 Proton	
Drawing Title; <b>Floor Plan</b>	
Drawing Scale; 1:120 Drawn By; E.M.S	Page; 3 of 5 3/23/22



South Elevation



North Elevation



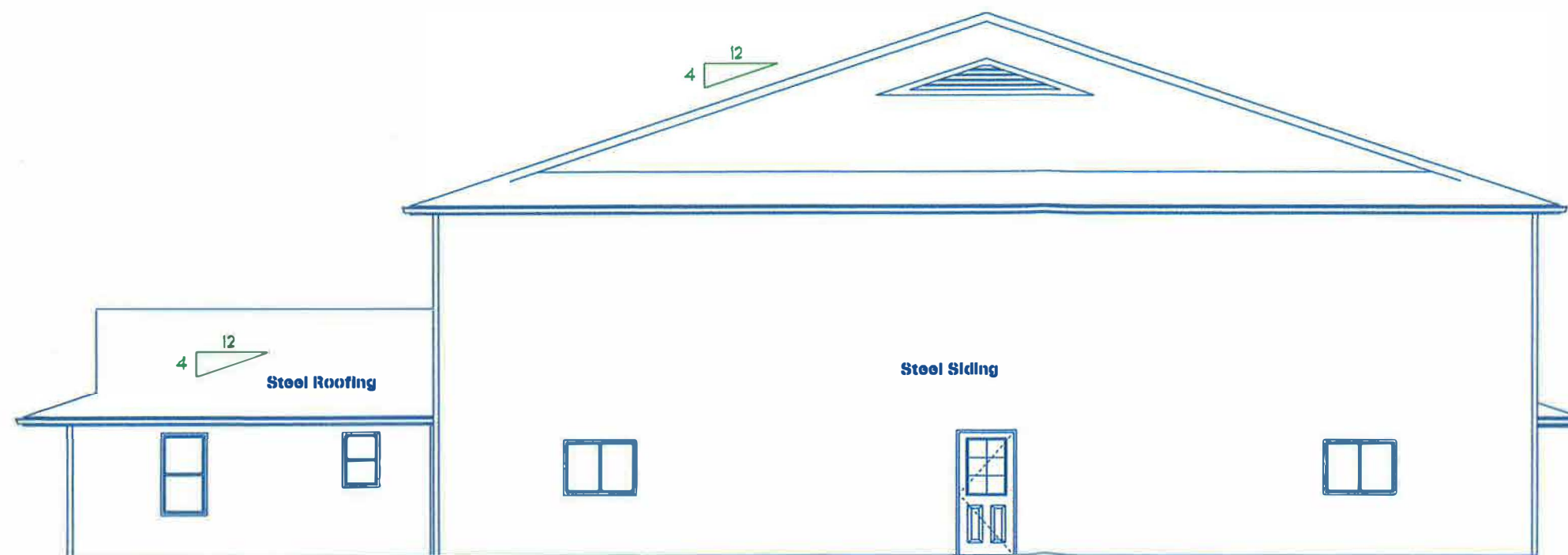
Drawing # 4 Dated September 21, 2022

Project Title ; Zoning Amendment	
Property Owner; Grey Ridge Metals Inc.	
Property Address; 185673 Grey Road 9 Dunalk ON, Con.13 Lot.18 Proton	
Drawing Title; <b>North &amp; South Elevations</b>	
Drawing Scale; 1:120	Page; <b>4 of 5</b>
Drawn By; E.M.S	3/23/22

Drawing # 5 Dated September 21, 2022



West Elevation



East Elevation

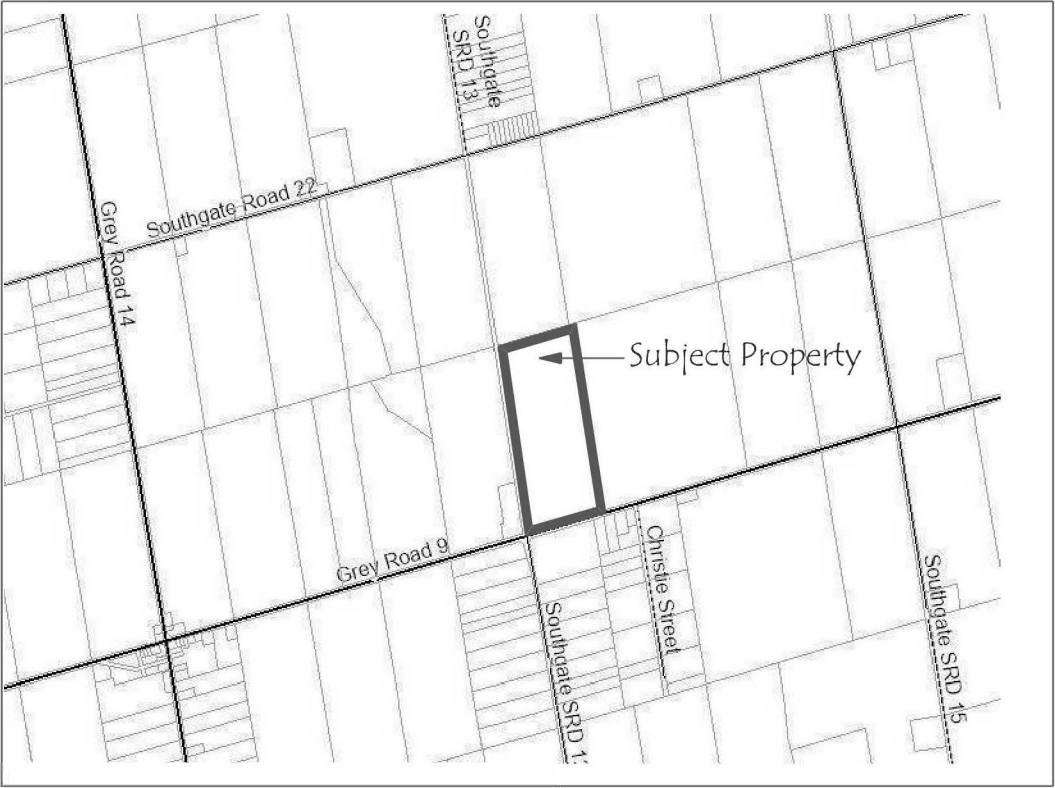
Project Title ; Zoning Amendment	
Property Owner; Grey Ridge Metals Inc.	
Property Address; 185673 Grey Road 9 Dunalk ON, Con.13 Lot.18 Proton	
Drawing Title; <b>East &amp; West Elevations</b>	
Drawing Scale; 1:100	Page; 5 of 5
Drawn By; E.M.S	3/23/22



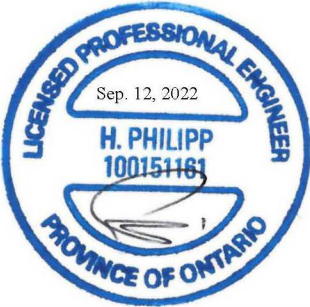
AREA SCHEDULE		
NAME		AREA
<b>Buildings</b>		
(B-1)-Workshop	18.288mx35.357m	646.605 m <sup>2</sup>
(B-1B)-Attached Office	6.096m x 9.144m	55.742 m <sup>2</sup>
(B-2)-Power Room	4.9mx9.1m	44.65m <sup>2</sup>
<b>Total Building Area</b>		<b>747m<sup>2</sup></b>
<b>Outdoor Storage</b>		
<b>Dimensions</b>		
(A) Lumber Rack	1.5mx45m	68m <sup>2</sup>
(B) Lumber Rack	3mx32m	96m <sup>2</sup>
(C) Lumber Rack	3mx32m	96m <sup>2</sup>
(D) Lumber Rack	3mx32m	96m <sup>2</sup>
(E) Lumber Rack	1.5mx84m	126m <sup>2</sup>
(F) Lumber Rack	1.5mx14m	21m <sup>2</sup>
<b>Total Outside Storage Area</b>		<b>503m<sup>2</sup></b>
<b>Total Combined Area</b>		<b>1250m<sup>2</sup></b>

Area To Be Rezoned  
93mx86m (7998m<sup>2</sup>)

Proposed Vegetated  
Buffer Strip  
(Screening)



Subject Property:  
Roll Number: 420709000215100  
Primary Address: 185673 GREY ROAD  
Legal description: CON 13 LOT 18  
Acres: 103.543



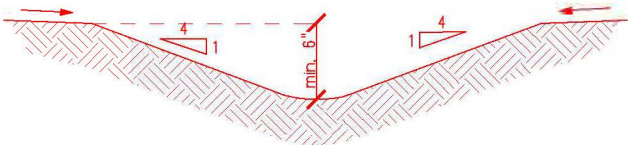
Note:  
The screening trees are to be a minimum 1.5m in height and coniferous in order to provide screening of the outdoor storage areas and to blend the building in with the landscape.

# STORMWATER DRAINAGE PLAN

Project Title ; Zoning Amendment	
Property Owner; Grey Ridge Metals Inc.	
Property Address; 185673 Grey Road 9 Dunalk ON, Con.13 Lot.18 Proton	
Drawing Title; <b>Siteplan</b>	
Drawing Scale; 1:1000	Page; 1 of 5
Drawn By; E.M.S	3/23/22

**DRAINAGE NOTE**  
DRAINAGE OF AREAS BEING DEVELOPED (UNO) TO FLOW TO THE NORTH AND EAST, DRAINING TO THE EXISTING AGRICULTURAL FIELDS.  
  
ANY DRAINAGE FLOWING TO THE SOUTH (FRONT) OF THE PROPERTY IS ESTIMATED TO PROVIDE THE SAME OR LESS THAN EXISTING FLOWS TO THE DRAINAGE DITCH ALONG HIGHWAY 9.

TYPICAL SWALE DETAIL  
SCALE: NTS





## **Staff Report PL2022-066**

**Title of Report:** PL2022-066-C12-22- Ammon Bauman  
**Department:** Clerks  
**Branch:** Planning Services  
**Council Date:** September 21, 2022

**Recommendation:**

**Be it resolved that** Council receive Staff Report PL2022-066 for information; and  
**That** Council consider approval of By-law 2022-141.

**Property Location:** 265068 Southgate Road 26



**Subject Lands:**

The subject lands are described as Con 18, E Pt Lot 2 and all of lot 3, Geographic Township of Proton and are approximately 72.4ha (179 acres). The lands have frontage on Southgate Road 26.

**The Purpose** of the zoning bylaw amendment is to allow for an Agricultural related use being a small scale dry Industrial Use shop. The owners wish to add the shop to the list of permitted uses for the Agricultural (A1) zone. The shop including office and power room is proposed to be up to 750m<sup>2</sup> with outside storage of approximately 500m<sup>2</sup>.

**The Effect** of the zoning by-law amendment is to change the zone on a portion of the subject lands to from Agricultural (A1) to Agricultural Exception (A1-525) to permit the dry Industrial Use shop. Any Environmental Protection Zone Boundary may be adjusted based on Conservation Authority comments.

## **Background**

A Public meeting was held virtually on August 24, 2022. Supporting documents and comments posted on the website are available at:

<https://www.southgate.ca/en/municipal-services/planning-applications-public-notice.aspx#C12-22-Ammon-and-Elvina-Bauman>

The comments received include:

The Public Works Department indicate that a Commercial Entrance and paved apron are being installed. The road is a rural gravel standard.

The County of Grey staff indicate that should any tree cutting or clearing occur on the property the owner is to contact the County to apply for a permit.

It is recommended that D6 Guidelines be considered in relation to the proposed use. The County has no further comments on the subject application.

The SVCA indicate the proposal is generally acceptable to SVCA staff.

Staff comments:

The D6 guidelines put out by the province indicate that a industry such as the one proposed is a category 1 industry which requires a 70m setback from all sensitive land uses around the subject lands. The nearest sensitive land use is 333m away to the west of the proposed shop.

Based on the above Township staff are satisfied that the application can be approved as is.

## **Financial Considerations:**

The following is an example of the increased tax revenue associated with the addition of a 600m<sup>2</sup> industrial shop and a residence on a farm property:

<b>2020</b>	<b>Assessment</b>	<b>Tax Rate</b>	<b>Taxation</b>
FT (Farm)	\$ 300,000	0.283931%	\$ 851.79
	<u>\$ 300,000</u>		<u>\$ 851.79</u>

<b>2021</b>	<b>Assessment</b>	<b>Tax Rate</b>	<b>Taxation</b>
-------------	-------------------	-----------------	-----------------



FT (Farm)	\$ 365,468	0.288527%	\$ 1,054.47
RT			
(Residential)	\$ 400,000	1.301060%	\$ 5,204.24
JT (Industrial)	\$ 150,000	2.982098%	\$ 4,473.15
	\$ 550,000		\$ 9,677.39
	\$ 915,468		\$10,731.86

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

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

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

### **Staff 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 750m<sup>2</sup> in size. The maximum outside storage is 500m<sup>2</sup> in addition to the 750m<sup>2</sup> building size. The proposal is to construct a shop up to 750 m<sup>2</sup> in size. The outdoor storage area can be up to 500m<sup>2</sup>. 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 750m<sup>2</sup> and a maximum outdoor storage display area of 500m<sup>2</sup> will be permitted. If the structure is less than 750m<sup>2</sup>, the outside display area may be increased, so that the combined outside display area and structure does not exceed 1250 m<sup>2</sup>.

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

## Zoning By-law

The proposed zoning by-law amendment would change the zone symbol on a portion of the subject lands to permit the Industrial Use Shop within a new agricultural exception zone (A1-525). The Environmental Protection Zone Boundary may be adjusted based on Conservation Authority comments. The zoning will also provide regulations for setbacks for the use. Site Plan control will also be required in order to implement specific control measures to address potential nuisance issues such as noise, dust and visual impact. The closest residence is approximately 333m to the west.

## Conclusions

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

## Concluding Comments:

Respectfully Submitted,

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



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

**Attachments:**

The Corporation of the Township of Southgate  
By-law Number 2022-141

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

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

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

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

1. **That** this by-law applies to Con 18, E Pt lot 2 and all of Lot 3 Geographic Township of Proton, Southgate; and
2. **That** Schedule "5" to Zoning By-law No. 19-2002 is hereby amended by changing the zone symbols on a portion of the lands described as CON 18 E Pt Lots 2 and all of lot 3, geographic Township of Proton, in the Township of Southgate and shown on Schedule "A", affixed hereto, from:

- **Agricultural (A1) to Agricultural Exception (A1-525)**

3. **That** Section 33 to By-law No. 19-2002 is hereby amended by adding section 33.525 with the following:

<b>"33-525 Con 18, E Pt lot 2 and all lot 3 (Proton)</b>	<b>A1-525</b>	Notwithstanding the provisions of Section 6.0 or any other provisions to the contrary, the land zoned A1-525 shall be subject to the following regulations in relation to an additional permitted use of a small scale industrial use, being a dry industrial manufacturing use which includes but is not limited to, a metal workshop for fabricating, welding manufacture of small equipment and repair shop, woodworking including splitting logs, storing and packaging firewood, and working with plastics:  a) The use shall remain secondary to the principle use of the property, being an agricultural use.  b) The maximum combined size of the workshop, power room, office and lunchroom shall be 750m <sup>2</sup>  c) The maximum size of all outdoor storage shall be 500m <sup>2</sup> . If the workshop is less then 750m <sup>2</sup> the outdoor storage may be increased provided that the total workshop and storage space to not exceed 1250m <sup>2</sup> .
--	---------------	--

d) All outside storage shall be screened from view by way of fencing or landscaped buffer.

e) The shop shall be setback a minimum of 75m from the side lot line.

f) The shop shall be setback a minimum of 111m from the front lot line along Southgate Road 26.

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

**Read** a first, second, and third time and finally passed this 21<sup>st</sup> day of September 2022.

\_\_\_\_\_  
John Woodbury – Mayor

\_\_\_\_\_  
Lindsey Green – Clerk

**Explanatory Note**

This by-law applies only to those lands described as CON 18 E Pt lot 2 and all of Lot 3 Geographic Township of Proton, in the Township of Southgate. The purpose of the zoning bylaw amendment is to change the list of permitted uses to allow for dry manufacturing to include, but not limited to, woodworking, log splitting and the packaging of firewood along with metal work and welding. The proposed dry manufacturing use will be added to the existing permitted uses on the property. The shop including office and power room is proposed to be up to 750m<sup>2</sup> size. The outside storage area is proposed to be 500m<sup>2</sup>.

**The Effect** of the proposed zoning by-law amendment would be to change the zone uses on a portion of the subject lands to permit the dry Industrial Uses within the a new agricultural exception zone (A1-525). Any Environmental Protection Zone Boundary may be adjusted based on Conservation Authority comments.

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

Schedule "A"  
By-Law No. 2022-141

# Amending By-Law No. 19-2002

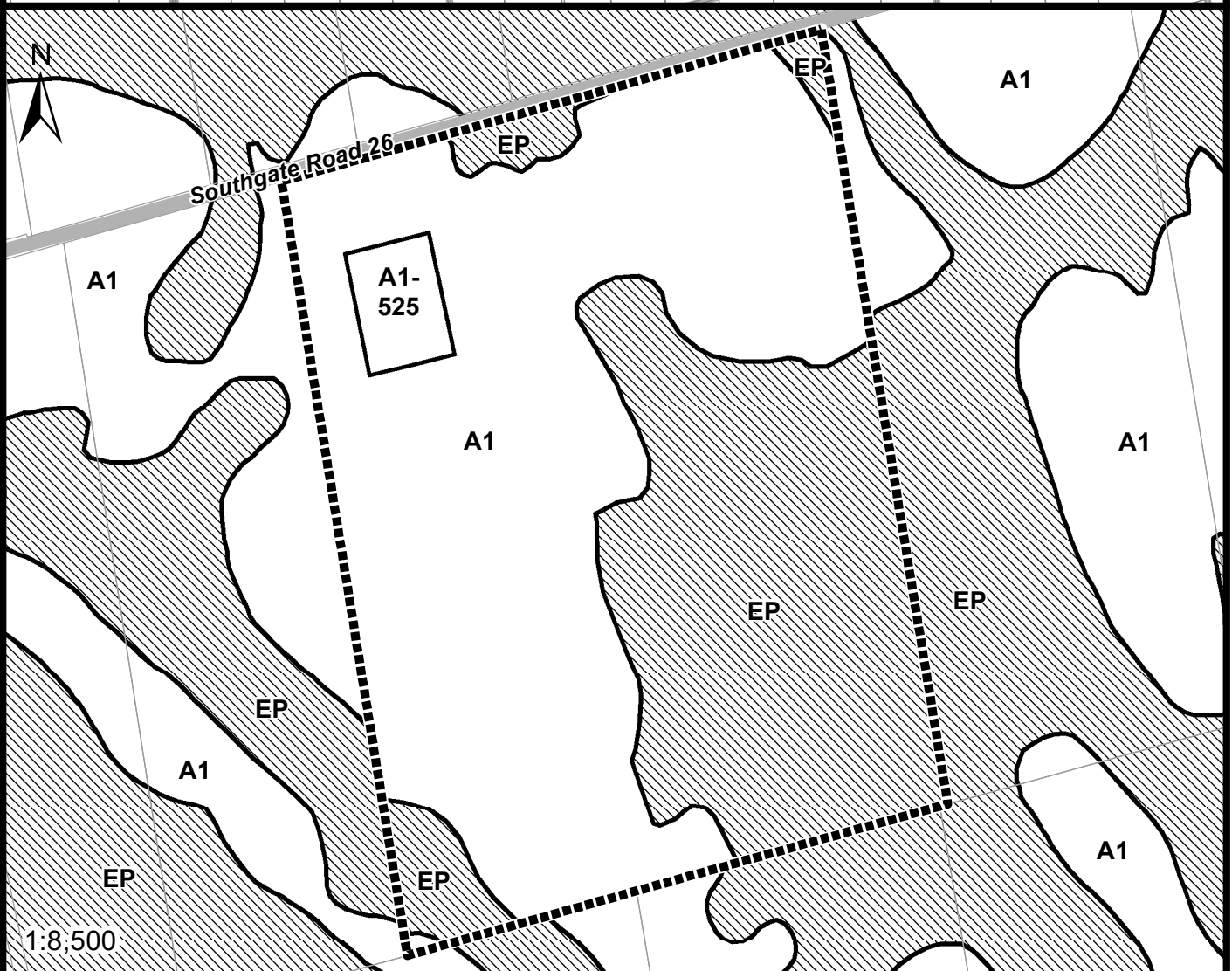
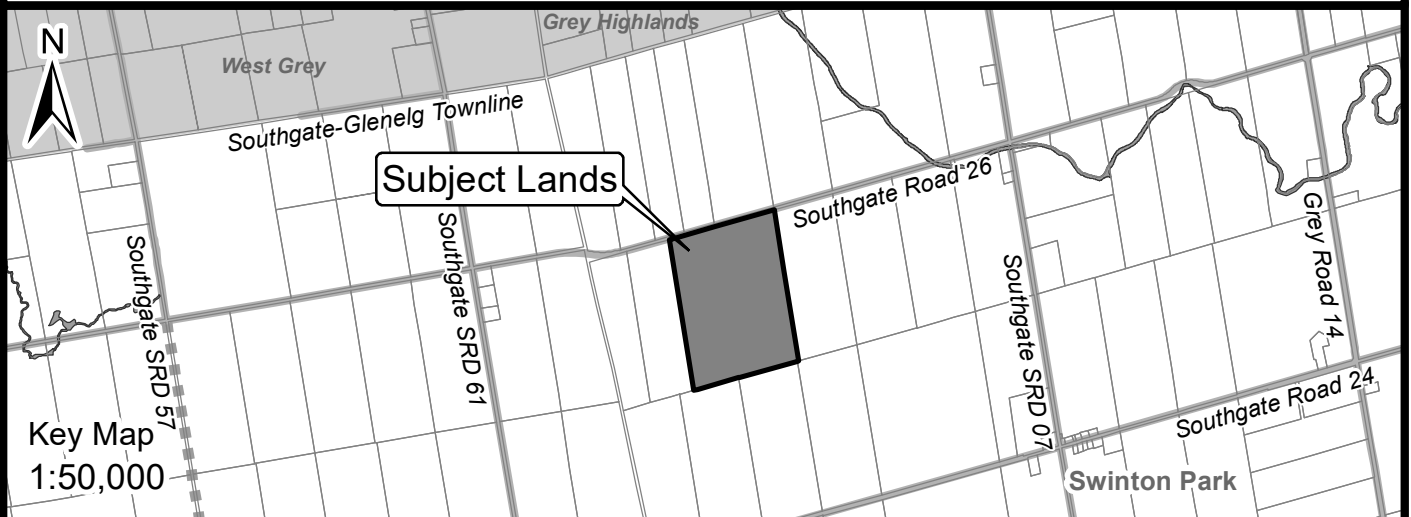
Township of Southgate  
Geographic Township of Proton

Date Passed: September 21, 2022

Signed: \_\_\_\_\_

John Woodbury, Mayor

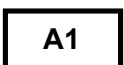
Lindsey Green, Clerk



### Legend



## Subject Lands



Agricultural



## Environmental Protection

**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](http://www.southgate.ca)

## **Staff Report PL2022-067**

**Title of Report:** PL2022-067-C9-22- Vernon Knorr  
**Department:** Clerks  
**Branch:** Planning Services  
**Council Date:** September 21, 2022

### **Recommendation:**

**Be it resolved that** Council receive Staff Report PL2022-067 for information; and  
**That** Council consider approval of By-law 2022-137.

**Property Location:** 031385 Grey Road 14



### **Subject Lands:**

The subject lands are described as Con 4, Pt Lot 2 to 4, Geographic Township of Proton and are approximately 40ha (99.7 acres). The lands have frontage on Grey Road 14.

**The Purpose** of the zoning bylaw amendment is to allow for an on farm diversified use being a sewing and quilting machine sales and service shop and including fabric

sales. The owners wish to add the sewing and quilting shop to the list of permitted uses within an Agricultural exception zone (A2-531). The shop including office and power room may be up to 750m<sup>2</sup> with outside storage of approximately 500m<sup>2</sup>. There is no outside storage currently proposed.

**The Effect** of the zoning by-law amendment would be to change the zone on a portion of the subject lands to permit the sewing and quilting Use shop within a new agricultural exception zone (A2-531). Any Environmental Protection Zone Boundary may be adjusted based on Conservation Authority comments.

## **Background**

During initial pre-consultation process it was noted to the applicant that the 806m<sup>2</sup> (8680 ft<sup>2</sup>) is too large to meet the Official Plan and will need to be revised. This will be revised during the Site Plan Process.

A Public meeting was held virtually on July 27, 2022. Supporting documents and comments posted on the website are available at:

<https://www.southgate.ca/en/municipal-services/planning-applications-public-notice.aspx#C9-22-Vernon-and-Minerva-Knorr>

The comments received include:

The Public Works Department indicate that the Road is Grey County Jurisdiction.

The County of Grey staff indicate that the maximum size of the use should not exceed 8000m<sup>2</sup> and that the proposed use is an on farm diversified use. It is recommended that D6 Guidelines be considered in relation to the proposed use. The County has no further comments on the subject application.

HSM Have no concern or objection to the proposed development.

The SVCA indicate the proposal is acceptable to SVCA staff.

Staff comments:

The zoning envelope has been set at 8000m<sup>2</sup> to address the concern of the county. D6 guidelines put out by the province indicate that a commercial use such as the one proposed is a category 1 industry which requires a 70m setback from all sensitive land uses around the subject lands. The nearest sensitive land use is 300m away to the south of the proposed sewing shop.

Based on the above Township staff are satisfied that the application can be approved as is.

## **Financial Considerations:**

The following is an example of the increased tax revenue associated with the addition of a 600m<sup>2</sup> industrial shop and a residence on a farm property:

<b>2020</b>	<b>Assessment</b>	<b>Tax Rate</b>	<b>Taxation</b>
FT (Farm)	\$ 300,000	0.283931%	\$ 851.79
	<u>\$ 300,000</u>		<u>\$ 851.79</u>
 <b>2021</b>	 <b>Assessment</b>	 <b>Tax Rate</b>	 <b>Taxation</b>
FT (Farm)	\$ 365,468	0.288527%	\$ 1,054.47
RT			
(Residential)	\$ 400,000	1.301060%	\$ 5,204.24
JT (Industrial)	\$ 150,000	2.982098%	\$ 4,473.15
	<u>\$ 550,000</u>		<u>\$ 9,677.39</u>
	<u>\$ 915,468</u>		<u>\$10,731.86</u>

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

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

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

### **Staff 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 commercial 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 provincial 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 sewing and repair 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 750m<sup>2</sup> in size. The maximum outside storage is 500m<sup>2</sup> in addition to the 750m<sup>2</sup> building size. The proposal has been modified and reduced to construct a shop up to 750 m<sup>2</sup> in size. This was done to comply with the Official Plan. If the proposal was not reduced in size, it would require an Official Plan Amendment. The outdoor storage area can be up to 500m<sup>2</sup>. Currently there is no outdoor storage proposed. 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 750m<sup>2</sup> and a maximum outdoor storage display area of 500m<sup>2</sup> will be permitted. If the structure is less than 750m<sup>2</sup>, the outside display area may be increased, so that the combined outside display area and structure does not exceed 1250 m<sup>2</sup>.

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

### **Zoning By-law**

The proposed zoning by-law amendment would change the zone symbol on a portion of the subject lands to permit the Commercial Use Shop within a new agricultural exception zone (A1-531). The Environmental Protection Zone Boundary may be adjusted based on Conservation Authority comments. The zoning will also provide regulations for setbacks for the use. Site Plan control will also be required in order to implement specific control measures to address potential nuisance issues such as noise, dust and visual impact. The closest residence is approximately 300m to the south.

### **Conclusions**

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

### **Concluding Comments:**

Respectfully Submitted,

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



**CAO Approval:** Original Signed By

Dave Milliner, CAO

**Attachments:**

The Corporation of the Township of Southgate  
By-law Number 2022-137

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

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

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

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

1. **That** this by-law applies to Con 4, Pt Lot 2 to 4, geographic Township of Proton, Southgate; and
2. **That** Schedule “45” to Zoning By-law No. 19-2002 is hereby amended by changing the zone symbols on a portion of the lands described as CON 4 Pt Lots 2 to 4, geographic Township of Proton, in the Township of Southgate and shown on Schedule “A”, affixed hereto, from:
  - **Restricted Agricultural (A2) to Restricted Agricultural Exception (A2-531)**
3. **That** Section 33 to By-law No. 19-2002 is hereby amended by adding section 33.531 as follows:

<b>"33-531 Con 4, Pt lot 2 to 4 (Proton)</b>	<b>A2-531</b>	Notwithstanding the provisions of Section 6.0 or any other provisions to the contrary, the land zoned A2-531 shall be subject to the following regulations in relation to an additional permitted use of a small scale commercial use, being a sewing and quilting machine sales and service shop and including fabric sales and accessories. The following additional provisions apply.  a) The use shall remain secondary to the principle use of the property, being an agricultural use.  b) The maximum combined size of the shop, power room, office and lunchroom shall be 750m <sup>2</sup>  c) The maximum size of all outdoor storage shall be 500m <sup>2</sup> . If the size of the shop is less than 750m <sup>2</sup> the outside storage area may be expanded provided the combined size of outdoor storage and building area does not exceed 1250m <sup>2</sup> .  d) All outside storage shall be screened from view by way of fencing or landscaped buffer.
--	---------------	---

e) The shop shall be setback a minimum of 75m from the front lot line along Grey Road 14.

f) The shop shall be setback a minimum of 39m from any lot line.

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

**Read** a first, second, and third time and finally passed this 21<sup>st</sup> day of September 2022.

---

John Woodbury – Mayor

---

Lindsey Green – Clerk

### **Explanatory Note**

This by-law applies only to those lands described as CON 4, PT lot 2 to 4 geographic Township of Proton, in the Township of Southgate. The purpose of the zoning bylaw amendment is to change the list of permitted uses to allow for small scale Commercial use being a sewing and quilting machine repair and sales and includes fabric sales and accessories. The owners wish to add the commercial use to the list of permitted uses for the restricted Agricultural A2 zone. The shop including office and power room will be up to 750m<sup>2</sup> in size. The outside storage area is proposed to be 500m<sup>2</sup>.

**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 Uses. The bylaw will zone a portion of the lands from Restricted Agricultural (A2) to Restricted Agricultural exception zone (A1-531). Any Environmental Protection Zone Boundary may be adjusted based on Conservation Authority comments.

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

Schedule "A"  
By-Law No. 2022-137

# Amending By-Law No. 19-2002

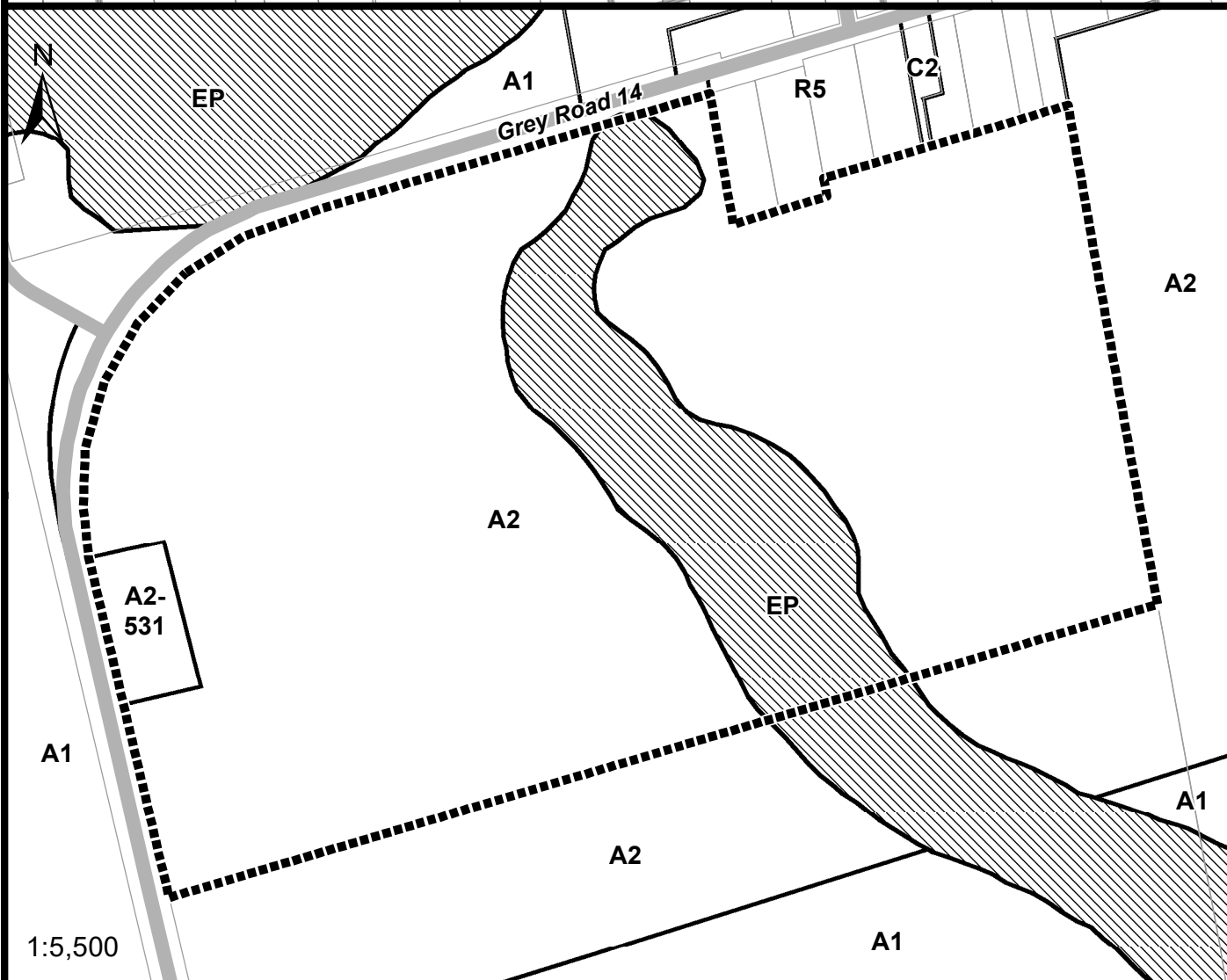
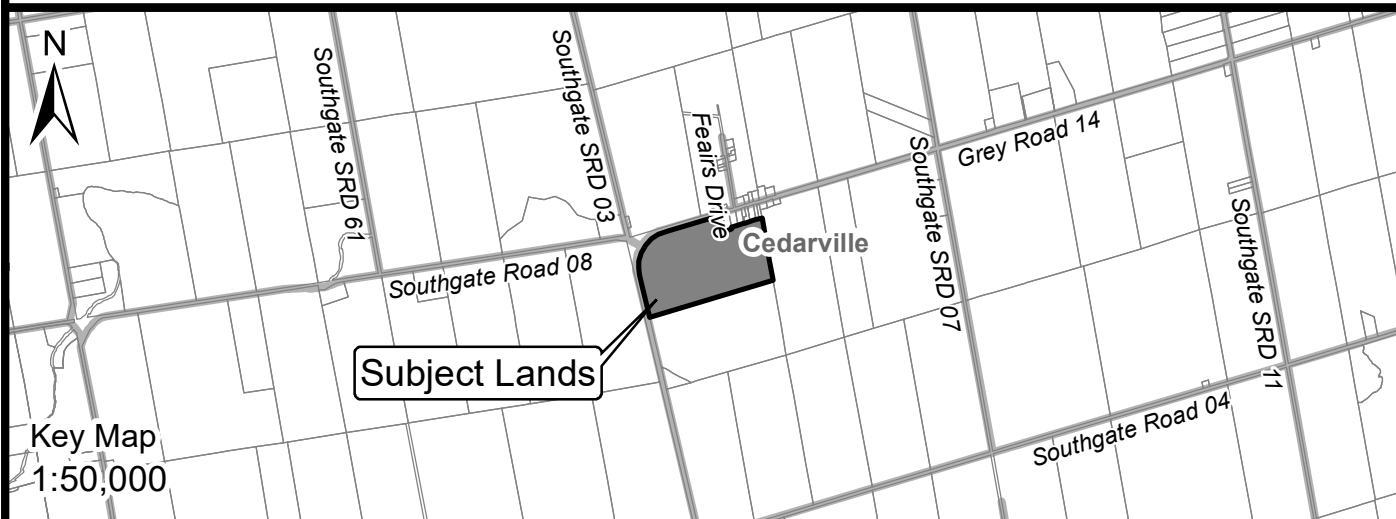
Township of Southgate  
Geographic Township of Proton

Date Passed: September 21, 2022

Signed:

John Woodbury, Mayor

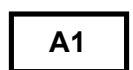
Lindsey Green, Clerk



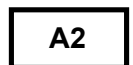
### Legend



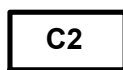
## Subject Lands



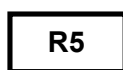
**A1** | Agricultural



<b>A2</b>	Restricted Agricultural
-----------	-------------------------



General Commercial



## Residential Type 5



## Environmental Protection



## **Staff Report PL2022-041**

**Title of Report:** PL2022-070-SP14-22-Ammon Bauman  
**Department:** Planning Services  
**Council Date:** September 21, 2022

**Recommendation:**

**Be it resolved that** Council receive Staff Report PL2022-070 for information; and  
**That Council** consider approval of By-law 2022-142 authorizing the entering into a Site Plan Agreement.

**Property Location:** 265068 Southgate Road 26



**Background:** This Site Plan Agreement implements Zoning Bylaw amendment 2022-0141 which was passed earlier today, September 21, 2022 zoning a portion of the property A1-525 which permits the industrial use shop and outside storage.

**Staff Comments:** The Site Plan and Site Plan Agreement address a number of issues to mitigate potential conflicts with neighbouring land uses. The agreement attempts to mitigate concerns raised by on farm shops and it includes the following:

1. Providing landscaping and screening to blend it in with the Surrounding Area. The screening trees are to be a minimum 1.5m in height and coniferous in order to provide



screening of the outdoor storage areas and to blend the building in with the landscape.

2. Ensuring that in the event of a complaint all doors and windows will remain closed during operation.

3. Applying dust control measures at the Townships discretion.

4. Requiring a water reservoir be installed should the Township fire department deem it necessary in future.

The closest residence is over 333m away to the west. A key map of the area has been provided for your review. The above provisions will ensure that surrounding land uses are minimally impacted by the proposed development. It is, therefore, the recommendation of Township staff to approve the Site Plan and authorize the mayor and clerk to sign the attached Site Plan Agreement

**Financial Implications:** None

**Concluding Comments:** Based on the above it is recommended that the Council receive this staff report and consider approval of by-law 2022-142 authorizing the agreement.

Respectfully Submitted,

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



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

**Attachments:**

The Corporation of the Township of Southgate  
By-law Number 2022-142

**Being a by-law to authorize the execution of a Site Plan Control Agreement**

**Whereas** Section 41 of the Planning Act, RSO 1990, Chapter P.13 as amended authorizes municipalities to designate areas of Site Plan Control, and to subsequently enter into agreements with respect to the conditions of development or redevelopment of lands in areas of Site Plan Control; and

**Whereas** all of the lands within the Township are designated as a Site Plan Control Area pursuant to the provisions of Section 41 of the Planning Act and By-law 2021-111; and

**Whereas** the Council of the Township of Southgate deems it expedient to enter into a Site Plan Agreement with the owner,

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

1. **That** a Site Plan Agreement between Ammon and Elvina Bauman and the Township of Southgate for the development of the lands described as Con 18 E Pot Lot 2 Lot 3 Proton, Township of Southgate is authorized. Such agreement being attached hereto as Schedule "A" and which forms a part of this by-law;
2. **That** the Mayor and Clerk are authorized to sign the Site Plan Agreement on behalf of the Council of the Corporation of the Township of Southgate in substantially the form as that set out in Schedule A;
3. **That** the Clerk is authorized and directed to cause notice of the Site Plan Agreement to be registered on the title to the said lands forthwith after it has been signed by all parties; and
4. **That** this By-law shall come into full force and effect upon the final passing hereof.

Read a first and second time this 21<sup>st</sup> day of September 2022.

Read a third time and finally passed this 21<sup>st</sup> day of September 2022.

---

Mayor – John Woodbury

---

Clerk- Lindsey Green

THE CORPORATION OF  
THE TOWNSHIP OF SOUTHGATE

**SITE PLAN AGREEMENT**

THIS AGREEMENT made in triplicate this 21<sup>st</sup> day of September, 2022

Between: Ammon Bauman and Elvina Bauman

(hereinafter called the "OWNERS" OF THE FIRST PART)

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

(hereinafter called the "TOWNSHIP" OF THE SECOND PART)

WHEREAS the OWNERS represents that they are the owners of these lands and premises in the Township of Southgate in the County of Grey, being more particularly described in s Schedule "A"

AND WHEREAS the OWNERS have applied to the TOWNSHIP to permit development on the OWNER'S lands;

AND WHEREAS the Encumbrancer(s) (if any) hold registered security interests in the lands and all Encumbrancers of the lands are included as parties to this Agreement

AND WHEREAS the OWNERS have agreed with the TOWNSHIP to furnish and perform the works, material, matters and things required to be done, furnished and performed in the manner hereinafter described in connection with the proposed use of the subject lands;

AND WHEREAS the said lands have been designated by the Council of the TOWNSHIP as being within a site plan control area as provided by Section 41 of the Planning Act, R.S.O. 1990, as amended;

NOW THEREFORE witnesseth that in consideration of other good and valuable consideration and the sum of one -----(\$1.00)-----DOLLAR of lawful money of Canada now paid by the TOWNSHIP to the OWNER, the receipt whereof is hereby acknowledged, the OWNERS and the TOWNSHIP covenant, declare and agree as follows:

**SECTION 1 - LANDS TO BE BOUND**

1. The lands to be bound by the terms and conditions of this Agreement (sometimes referred to as "the subject lands"), are located in the geographic Township of Proton, in the TOWNSHIP OF SOUTHGATE, and are more particularly described in Schedule "A".

**SECTION II - COMPONENTS OF THE AGREEMENT**

1. The text and the following Schedules, which are annexed hereto, constitute the components of this Agreement.

Schedule "A" - Legal Description of the Lands being developed.

Schedule "B" - Site Plan(s)

**SECTION III - REGISTRATION OF AGREEMENT**

1. This Agreement shall be registered on title to the said lands as provided for by Section 41(10) of the Planning Act, R.S.O., 1990, as amended, at the expense of the OWNERS;
2. The OWNERS agree that all documents required herein shall be submitted in a form suitable to the TOWNSHIP and suitable for registration, as required;
3. The PARTIES agree that this Agreement must be registered against the OWNERS' lands within thirty (30) days of the execution thereof by both parties.

#### **SECTION IV - BUILDING PERMITS**

1. The OWNERS agree to not request the Chief Building Official to issue any further building permits to carry out the development until this Agreement has been registered on title to the lands described in Schedule "A" attached hereto and a registered copy of same has been provided to the Township.
2. It is agreed that if the OWNERS fail to apply for any building permit or permits to implement this Agreement within 12 months from the date upon which such building permit would be available, then the TOWNSHIP, at its option has the right to terminate the said Agreement and require that a new Site Plan Agreement be submitted for approval and execution.

#### **SECTION V - PROVISIONS**

1. **THIS AGREEMENT** applies to works related to the entire subject lands and includes the exterior of existing buildings, new structures, drainage and servicing and entrance as required. Agricultural and residential uses are not applicable to this Site Plan Agreement in accordance with section 41 of the Planning Act and By-law 47-2007.
2. **THE OWNERS** further covenant and agree to develop the subject lands in accordance with the Site Plan being Schedule "B" attached hereto, and that no work will be performed on the subject lands except in conformity to all provisions of this Agreement.
3. **THE OWNERS** agree to carry out on the lands at the work, and to construct, install and maintain at its expense all of the services, works and facilities stipulated, described by words and numbers, and shown in and upon the following Plans, that is:

(i) Submitted Site Plan Drawings;

which Plan is hereinafter called "the Site Plan." Notwithstanding the generality of the foregoing the requirements under this agreement include all of the notes and printed text contained in and on the Plans making up the Site Plan.

4. **FURTHER DESCRIPTION OF WORK AND LOCATION OF SITE PLAN.** Without limiting the generality of the foregoing, all of the specifications and said requirements contained in the said Site Plan, which is on file at Southgate's Municipal Office, shall be adhered to and satisfied by the Owner to the satisfaction of Southgate.

5. **EXTERIOR FASCIA.** In order to mitigate possible noise impacts of the facility, the owner agrees that the Chief Building Official or By-law Enforcement Officer, may require, if complaints are received, that all doors and windows remain closed during operating hours.

6. **STORM DRAINAGE -- GENERAL.** Notwithstanding the foregoing, the Owner agrees that the storm drainage system on and for the lands shall be designed and constructed to the satisfaction of Southgate at the expense of the Owner.

7. **ENTRANCE.** The entrance to the property is from Southgate Road 26. A Commercial Entrance permit is required.
8. **FIRE SUPPRESSION.** The owner agrees to install all necessary servicing and equipment on the property for fire fighting and fire suppression including if required a water reservoir, at the owners expense.
9. **SERVICING.** The owner is responsible for ensuring that a private well and sewage disposal system are in good working order to accommodate the shop and its employees.
10. **LANDSCAPED BUFFERING.** The owner agrees to install a landscaped screening buffer where outdoor storage areas are exercised, installed, or used, in accordance with the Township of Southgate Zoning By-law. This buffer must be maintained for the purposes of providing a visual barrier. Trees planted should be a minimum of 1.5m in height and coniferous in nature.
11. **OUTSIDE STORAGE.** Outside storage may only be located in the areas identified on the Site Plan. Stacking in the outside storage area is limited to a maximum height of 3m and in no case will it be higher than the eaves of the workshop.
12. **DUST CONTROL MEASURES.** The owner agrees to provide for dust control measures such as calcium and water, to mitigate impacts as required by the Township of Southgate. These measures will be required for those areas of the site not asphalted or seeded with grass.
13. **LIGHTING.** All exterior lighting must be dark sky compliant. It must be pointed downward and remain internal to the site in accordance with the Township of Southgate Standards and by-laws.
14. **MOE CERTIFICATES OF APPROVAL (IF REQUIRED).** The Owner shall not commence any work on the lands or cause any work to be commenced on the said public highway until any Certificate of Approval required under the ***Environmental Protection Act*** and or the regulations made under it has been duly applied for by the Owner and a copy of the application has been filed with Southgate.
15. **POSTPONEMENT AND SUBORDINATION OF ENCUMBRANCES.** The Owner covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or those holding encumbrances as may be deemed necessary by Southgate to postpone and subordinate their interest in the lands to the interest of Southgate to the extent that this Agreement shall take effect and have priority as if it have been executed and registered prior to the execution and registration of any such mortgages or encumbrances.
16. **SOUTHGATE'S PROFESSIONAL FEES AND DISBURSEMENTS.** The Owner shall reimburse Southgate for all of its engineering and legal expenses (professional fees and disbursements) in connection with the development and implementation of this Agreement.
17. **WAIVER.** The failure of Southgate at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by Southgate of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. Southgate shall specifically retain its rights at law to enforce this Agreement.
18. **NO CHALLENGE TO THE AGREEMENT.** The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any

proceeding or action in court, or before any administrative tribunal, the parties' right to enter into and force this Agreement. The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provisions in Section 41 of the Planning Act interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.

19. **ENFORCEMENT.** The Owner acknowledges that Southgate, in addition to any other remedy it may have at law, may also be entitled to enforce this Agreement in accordance with Section 446 of the **Municipal Act, 2001** as amended.

20. **MEDIATION.** Without affecting Southgate's statutory right under subsection 41(11) of the said **Planning Act** to, at its complete discretion, invoke the provisions of Section 446 of the **Municipal Act, 2001** as amended regarding any applicable requirement herein in which case this paragraph shall be inoperative and inapplicable, in the event that a dispute relating to this Agreement or its implementation arises that cannot be resolved by negotiation between the parties, the parties agree to use the services of a mediator to attempt to resolve their differences and failing agreement on the procedure to be followed, it shall be conducted in accordance with the rules of procedure for the conduct of mediations of the ADR Institute of Ontario Inc. or its successor body.

21. **REGISTRATION.** The Owner consents to the registration of this Agreement or Notice of this Agreement by Southgate on the title to the lands.

22. **ENUREMENT CLAUSE.** The covenants, agreements, stipulations, declarations, and provisions contained herein shall run with the lands and shall be binding upon the Owner and its successors and assigns and the benefit thereof shall enure to Southgate and its successors and assigns.

## **SECTION VI - BINDING PARTIES, ALTERATION, AMENDMENT, EFFECT, NOTICE, PENALTY**

1. This Agreement may only be amended or varied by a written document of equal formality herewith duly executed by the parties hereto and registered against the title to the subject lands.

2. The OWNER further agrees to complete the items detailed on Schedule "B" within three (3) years of the date of registration of this Agreement.

3. Following completion of the works, the OWNER shall maintain to the satisfaction of the TOWNSHIP, and at the sole expense of the OWNER, all the facilities or works described in Schedule "B".

4. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of each of the PARTIES hereto.

5. The Agreement shall come into effect on the date of execution by the TOWNSHIP.

6. The OWNER acknowledges that this Agreement is entered into under the provisions of Section 41(7)(c) of the Planning Act, R.S.O., 1990, as amended.

7. Any notice required to be given pursuant to the terms hereto shall be in writing and mailed or delivered to the other at the following address:

To the OWNER:                      Ammon and Elvina Bauman  
   4322 Weimer Line  
   Wellesley, ON

N0B 2T0

To the TOWNSHIP: Clerk  
Township of Southgate  
185667 Grey Rd 9, R.R. 1,  
Dundalk, ON  
N0C 1B0

**IN WITNESS WHEREOF** the corporate parties have executed this Agreement by affixing thereto their corporate seals, as attested by the hand of their proper signing officers duly authorized in that behalf.

**AND IN WITNESS WHEREOF** the natural parties hereto have hereunto set their hands and seals. Signing authorized by By-law 2022-142.

SIGNED, SEALED AND DELIVERED	) Ammon and Elvina Bauman
	)
	)
	)
	)
in the presence of:	)
	)
	)
	) Per:_____
_____	) Name:_____
Witness	) Date:_____
	)
	)
	) Per:_____
	) Name:_____
	) Date:_____
	)
	)
_____	)
Witness	)
	)
	)
	)
	)
	)
	) Per:_____
	) John Woodbury, Mayor
	)
	)
	) Per:_____
	) Lindsey Green, Clerk
	)
	)
	) Date:_____
	)
	) We have authority to bind the corporation
	)
	)

**THE CORPORATION OF THE  
TOWNSHIP OF SOUTHGATE**

Schedule "A"

**THE LAND**

All and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Southgate, in the County of Grey and Province of Ontario, and being composed of:

**Concession 18 E, Pt Lot 2 Lot 3, Geographic Township of  
Proton, Township of Southgate alternatively described as  
265068 Southgate Rd 26.**



Schedule "B"

**SITE PLANS**

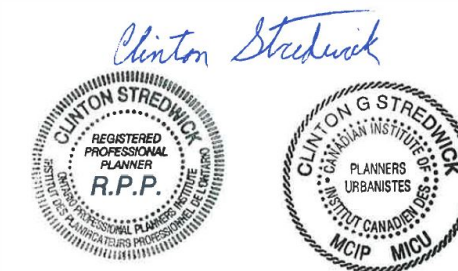
Drawing #1. Dated September 21, 2022 and signed by the planner

Drawing #2. Dated September 21, 2022 and signed by the planner

Drawing #3. Dated September 21, 2022 and signed by the planner

Drawing #4. Dated September 21, 2022 and signed by the planner

Drawing #5. Dated September 21, 2022 and signed by the planner

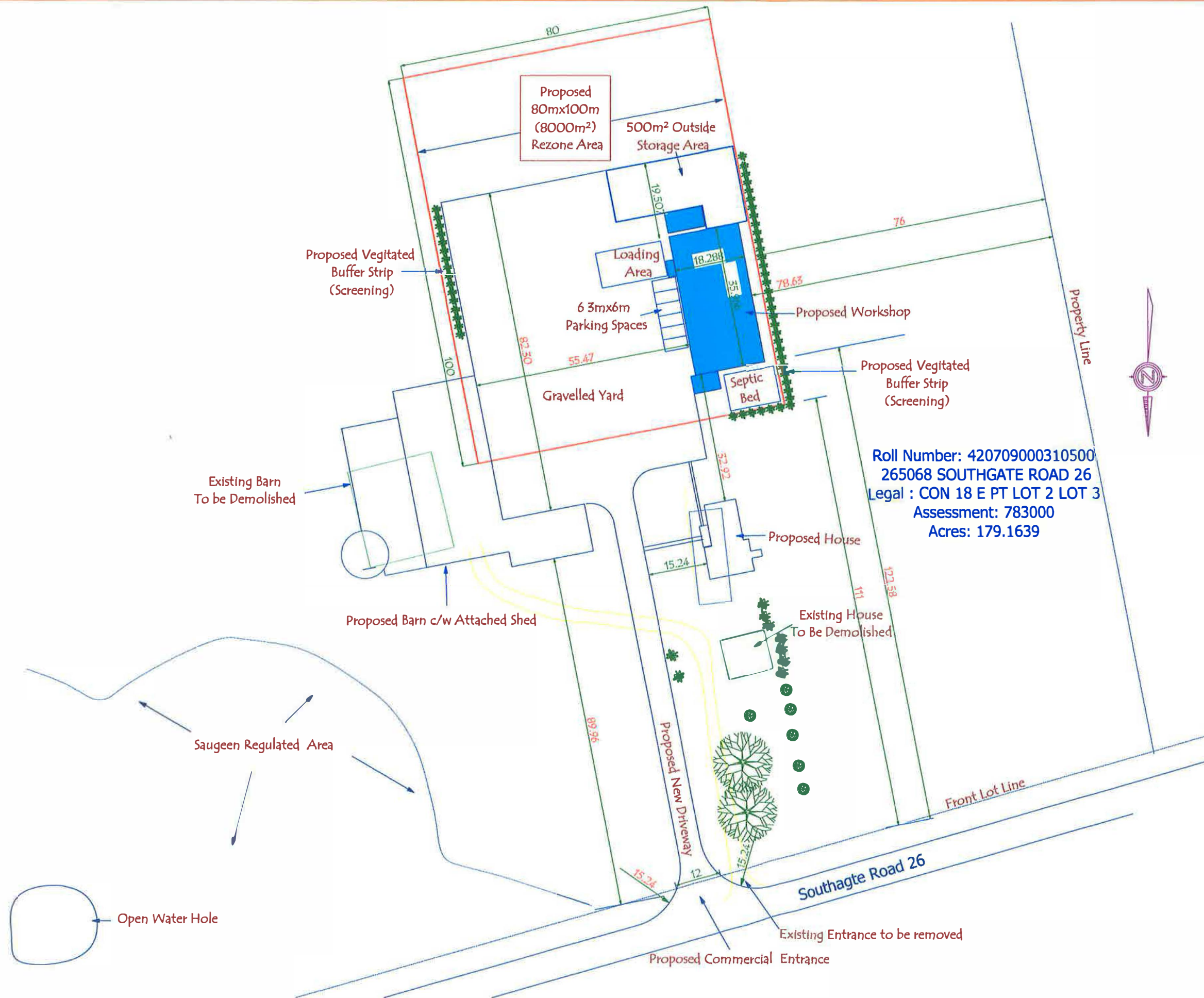


Drawing #1. Dated September 21, 2022



Project Title ; ZBA	
Property Owner; Ammon Bauman Phone;	
Property Address; 265068 Southgate Rd 26 Proton Station Ont. Con.18 E PT.Lot 2&3	
Drawing Title; <b>Overview</b>	
Drawing Scale; N.T.S. Drawn By; E.M.S	Page; <b>1 of 5</b> 6/15/22

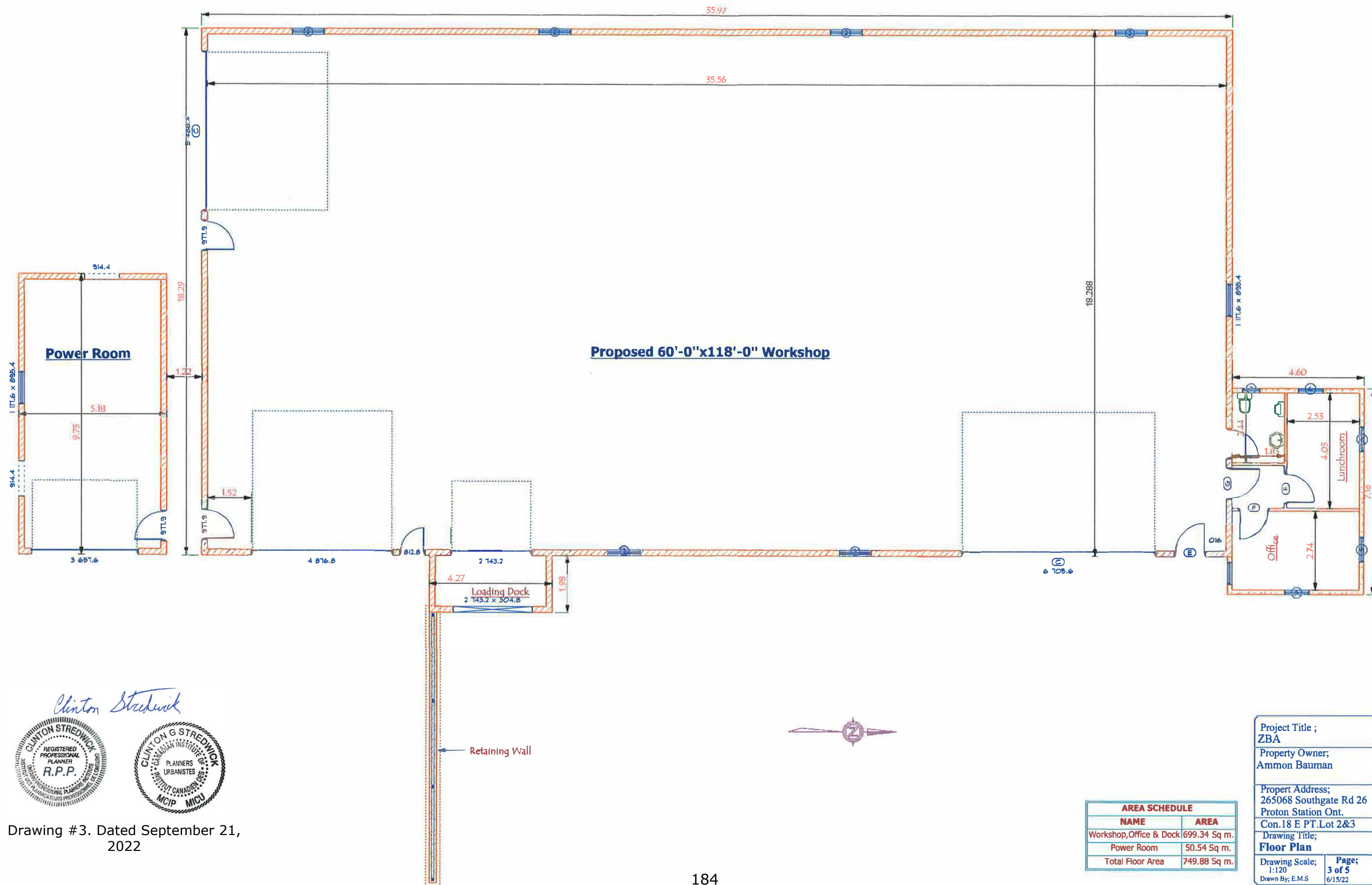




Roll Number: 420709000310500  
 265068 SOUTHGATE ROAD 26  
 Legal : CON 18 E PT LOT 2 LOT 3  
 Assessment: 783000  
 Acres: 179.1639

Note:  
 The screening trees are to be a minimum 1.5m in height and coniferous in order to provide screening of the outdoor storage areas and to blend the building in with the landscape.

Project Title ; ZBA	
Property Owner; Ammon Bauman	
Property Address; 265068 Southgate Rd 26 Proton Station Ont. Con. 18 E PT. Lot 2&3	
Drawing Title; Site Plan	
Drawing Scale; 1:1000 Drawn By; E.M.S	Page; 2 of 5 6/15/22



Clinton Stredwick

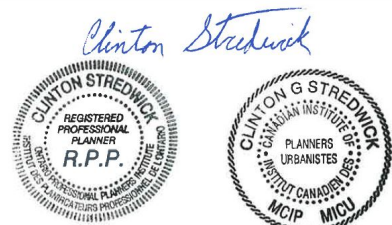
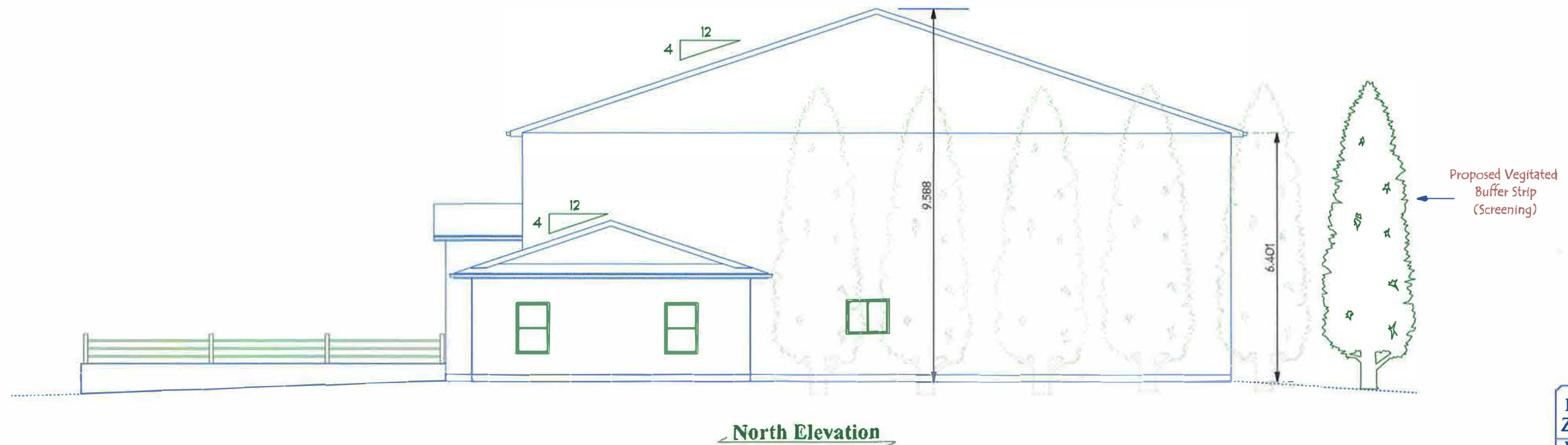
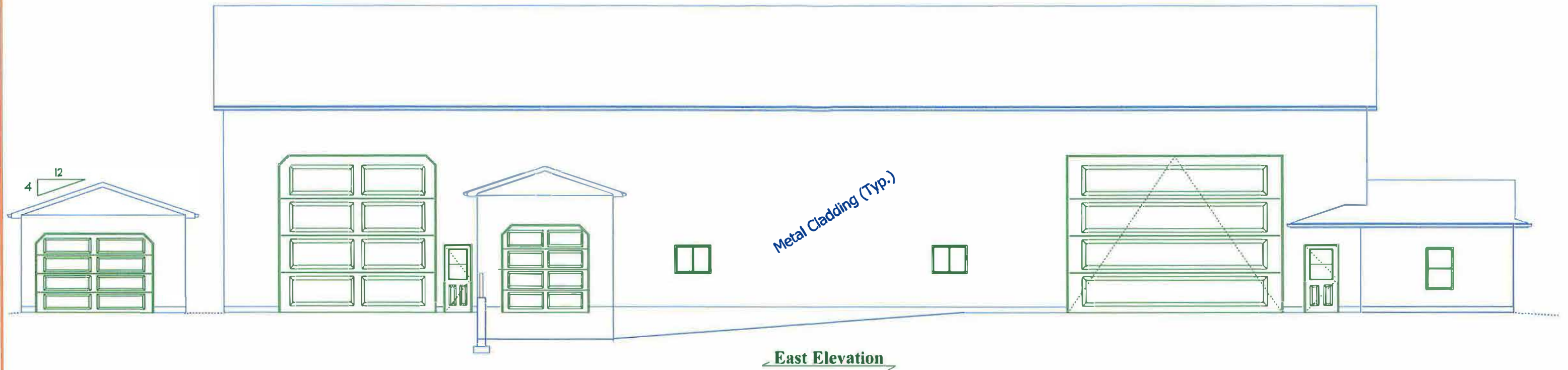


Drawing #3. Dated September 21, 2022

AREA SCHEDULE	
NAME	AREA
Workshop, Office & Dock	699.34 Sq m.
Power Room	50.54 Sq m.
Total Floor Area	749.88 Sq m.

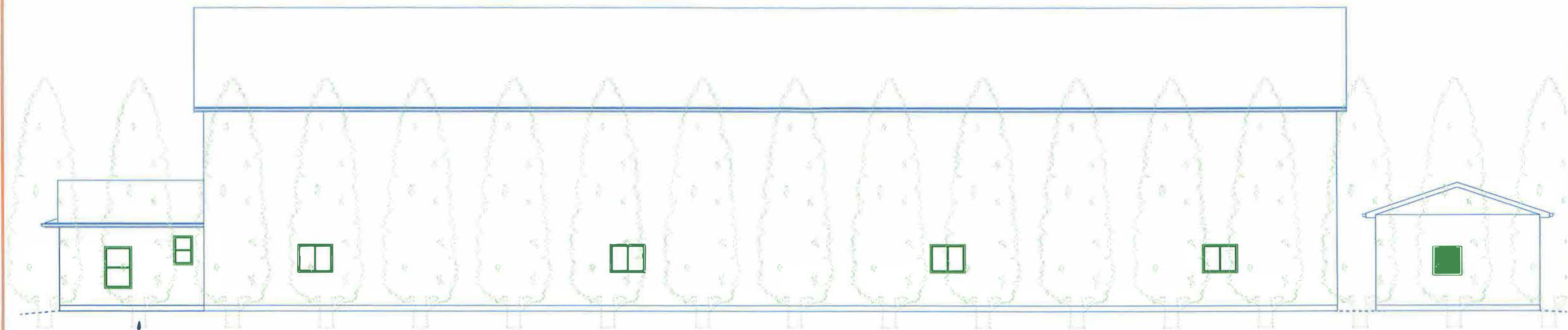
Project Title ; ZBA	
Property Owner; Ammon Bauman	
Property Address; 265068 Southgate Rd 26 Proton Station Ont.	
Con. 18 E PT. Lot 2&3	
Drawing Title; <b>Floor Plan</b>	
Drawing Scale; 1:120	Page; 3 of 5
Drawn By; E.M.S	6/15/22





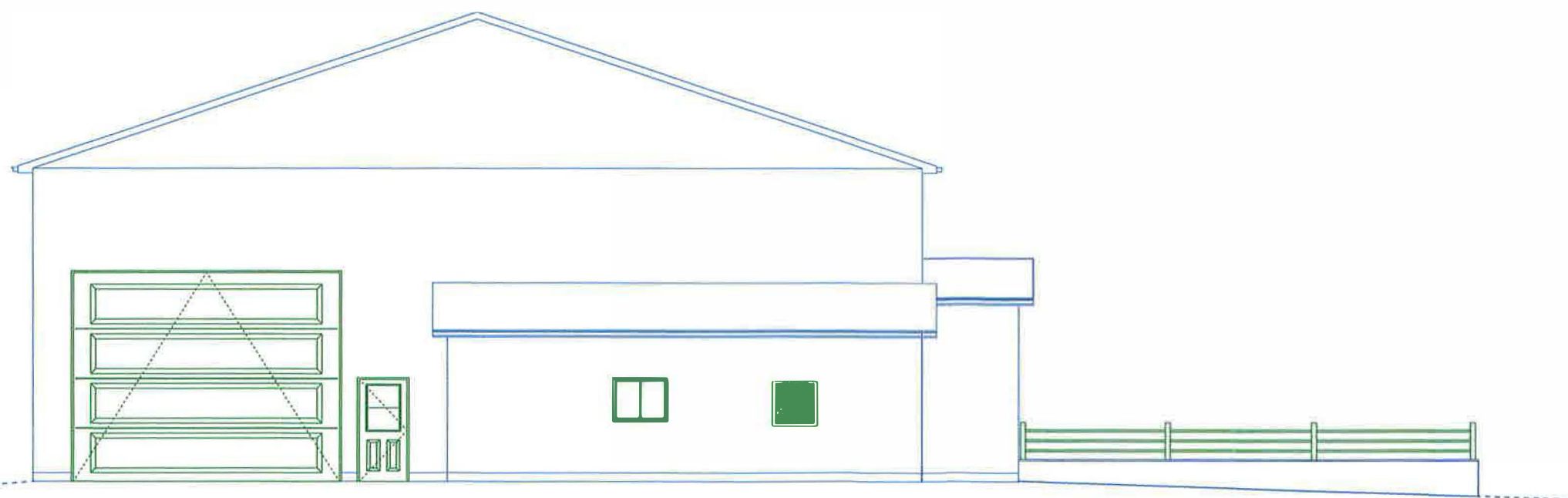
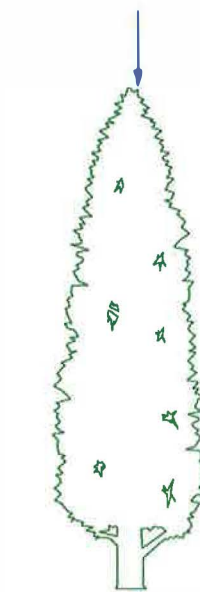
Drawing #4. Dated September 21, 2022

Project Title ; ZBA	
Property Owner; Ammon Bauman	
Property Address; 265068 Southgate Rd 26 Proton Station Ont. Con.18 E PT.Lot 2&3	
Drawing Title; <b>Elevations-A</b>	
Drawing Scale; 1:120 Drawn By; E.M.S	Page; <b>4 of 5</b> 6/15/22

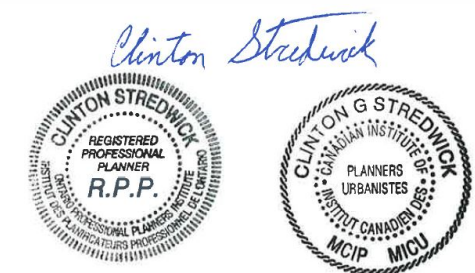


West Elevation

Proposed Vegetated  
Buffer Strip  
(Screening)



South Elevation



Drawing #5. Dated September 21,  
2022

Project Title ;  
**ZBA**

Property Owner;  
Ammon Bauman

Property Address;  
265068 Southgate Rd 26  
Proton Station Ont.  
Con.18 E PT.Lot 2&3

Drawing Title;  
**Elevations-B**

Drawing Scale;  
1:120  
Drawn By; E.M.S

Page;  
**5 of 5**  
6/15/22





## **Staff Report PL2022-068**

**Title of Report:** PL2022-068-C14-22 Rosalyn Centre  
**Department:** Clerks  
**Branch:** Planning Services  
**Council Date:** September 21, 2022

### **Recommendation:**

**Be it resolved that** Council receive Staff Report PL2022-068 for information; and  
**That** Council consider approval of By-law 2022-138; and  
**That** Council waive the site plan control process for this application.

### **Property Location: 105261 Southgate Road 10**



### **The Subject Lands**

Subject property is described as Con 7, Lot 8 Geographic Township of Proton. It is approximately 39ha (95 acres) in area and has frontage along Southgate Road 10.

**The Purpose** of the zoning bylaw amendment is to add a Group Home to the list of permitted uses. The group home will be limited to 10 residents and is a conversion of an existing building.

**The Effect** of the zoning by-law amendment would be to change the zone on a portion of the subject lands to permit the Group home use within the existing C5-211 exception zone (C5-211). Any Environmental Protection Zone Boundary may be adjusted based on Conservation Authority comments.

## **Background**

A Public Meeting was held on August 24 at 1pm using a virtual meeting platform.

Agency Comments are as follows:

County of Grey staff would support the completion of a floodplain study in order to ensure that safe, all-season access can be achieved to the subject property. If a previous study has been undertaken, or additional technical information can be provided by the Conservation Authority to address this consideration, this requirement may be waived. Staff would defer to SVCA staff to determine if an Environmental Impact Study would be warranted for the proposed use.

Public Works indicate that the road is a rural gravel standard.

The Saugeen Valley Conservation Authority indicate that the application is acceptable to SVCA staff. They note the entire property is within a regulated area and a permit is required from their office. They acknowledge a flood plan study was prepared in 2008 when the property was first developed as a camp for kids. They also acknowledge that an EIS was prepared when the site was first developed and do not believe that an updated study is required. The renovated existing building will not negatively affect the wetland area.

A question was raised by a member of the public calling into the Township. The question was asked if the 10 individuals would be housed year round in the Group home. Staff replied that yes it would be on a year round basis. The individual also indicated that there was a considerable amount of traffic on Southgate Road 10 and worried for the safety of the residents. Staff explained that any residents would be supervised when going on the road.

Staff comments:

The County of Grey concern regarding the flood plan analysis and EIS has been addressed in the Conservation Authority comments.

The Comment and concern from the member of the public has also been considered and addressed in this report.

## **Staff Review**

Staff reviewed this application based on the Planning Act, the Provincial Policy Statement (PPS), County of Grey Official Plan and 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" lands under the definition of the PPS. The PPS allows for a variety of uses in the rural areas which can be broadly defined to include a small parochial school in the rural area.



1.1.4.1 Healthy, integrated and viable *rural areas* should be supported by:

- a) building upon rural character, and leveraging rural amenities and assets;
- b) promoting regeneration, including the redevelopment of *brownfield sites*;
- c) accommodating an appropriate range and mix of housing in rural *settlement areas*;
- d) encouraging the conservation and *redevelopment* of existing rural housing stock on *rural lands*;
- e) using rural *infrastructure* and *public service facilities* efficiently;
- 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;
- g) providing opportunities for sustainable and diversified tourism, including leveraging historical, cultural, and natural assets;
- h) conserving biodiversity and considering the ecological benefits provided by nature; and
- i) providing opportunities for economic activities in *prime agricultural areas*, in accordance with policy 2.3.

Comment: The provision of a rural group home is in staff's opinion an essential part of maintaining an appropriate range and mix of housing in rural areas. The proposal utilizes an existing camp use and will added to the permitted uses of the camp to allow for the group home.

1.1.4.2 In *rural areas*, rural *settlement areas* shall be the focus of growth and development and their vitality and regeneration shall be promoted.

1.1.4.3 When directing development in rural *settlement areas* in accordance with policy 1.1.3, planning authorities shall give consideration to rural characteristics, the scale of development and the provision of appropriate service levels.

Comment: While the PPS suggests that settlement areas shall be the focus of growth it does allow for opportunities for limited development in Rural areas.

**"1.1.5.2 On *rural lands* located in municipalities, permitted uses are:**

- a) the management or use of resources;
- b) **resource-based recreational uses (including recreational dwellings);**
- c) **residential development, including lot creation, that is locally appropriate;**
- d) *agricultural uses, agriculture-related uses, on-farm diversified uses and normal farm practices*, in accordance with provincial standards;
- e) home occupations and home industries;
- f) cemeteries; and
- g) other rural land uses. "

Comment: The addition of a group home in this particular setting can be seen as a resource based recreation use as it utilizes the beautiful wetland surroundings for the development. Limited residential is also permitted on rural lands.

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

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

Comments: A rural group home as more of an institutional use, can be considered as be considered "other rural land uses" under the PPS and is therefore a permitted use.

With respect to MDS, it has been reviewed and is not a concern. The secluded outdoor resource that this location provides is ideally suited for this type of use to help engage residents. The size of the development is appropriate for the existing infrastructure and will not require any expansion of that infrastructure. The site is still limited based on the previous restrictions placed in the Zoning Bylaw.

Based on the above it is my opinion that the proposal is consistent with the Provincial Policy Statement.

## **Official Plan**

The Township of Southgate Official Plan (OP) designates the subject lands "Rural, Wetlands and Hazard lands".

### *5.2.1 Permitted Uses*

5.2.1(vii) limited non-farm land uses (including social, recreational and institutional uses such as churches, schools, cemeteries, community halls, public uses, airports, receiving and transmission towers and historic sites). It should be noted that limited residential development is also permitted within the Rural designation.

Based on the above the proposed Group home is a permitted use within the rural designation subject to meeting the development criteria.

Section 5.1.3 Development Policies (6)(7)(8)(9) and (14) require that MDS be addressed. Based on a staff review of the area there are no barns within the immediate area that would be impacted by this development. The proposal meets the requirements of MDS.

Section 5.1.3 (7) requires that the site can be adequately services with private services. The site is large enough that a well and septic system can be accommodated on site. There is potable water in the area based on existing wells. The proposal is to utilize the existing septic system.

Section 5.1.3 (8) requires that the site have sufficient drainage. The site is large enough that drainage can be accommodated on site.

5.1.3(9) requires that the proposal have year round access to a public highway. The proposal fronts on to Southgate Road 10 which is an open and maintained road.

5.1.3(14) requires the preparation of and EIS when lands are adjacent to natural heritage features such as Wetlands. Given the proximity of the development to the wetland on the subject site and the comments from the SVCA, the requirement for an EIS has been waived by the SVCA.

The proposal is consistent with the Township Official Plan. Site Plan Control is required unless waved by Council. I am not certain that there would be much benefit to entering into an agreement with the land owner for the group home so I am seeking Council's direction in this regard and recommending that the requirement for site plan control be waived.

### **Zoning By-law**

The subject property is currently zoned Agricultural (C5-211 and Environmental Protection (EP) and Wetland (w). The proposed amendment would added the Group home use to the list of permitted uses within the C5-211 zone. The proposed rezoning would continue to have the property zoned C5-211 Commercial with the added group home use added in as a permitted use. It is normally my recommendation that Site Plan control be required in order to address issues such site layout, fencing, parking and buffer/screen from the road. The proposal is for the conversion of an existing structure on site and would not benefit from a site plan process. If it is Council's wish a resolution to wave Site Plan control can be brought forward.

### **Conclusions**

Based on the above, the concerns of the agencies have been satisfactorily addressed in my professional opinion. It is therefore, my professional opinion that the application be approved.

Respectfully Submitted,

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



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

### **Attachments:**

1. Revised Site Plan drawing



**D+H**  
ARCHITECTS INC.

July 18, 2022

Township of Southgate  
185667 Grey County Road 9  
Dundalk ON N0C 1B0  
Attention: Clinton Stredwick

**Re: Zoning Amendment Application**  
**For Residence at Roslyn Centre Located At 105261 Southgate Road 10 (21-167)**  
**Further Submission Requirements – Letter and Drawings**

Dear Clinton,

As a response to the email dated July 11, 2022 requesting further information for the application process, we are pleased to submit this letter and the site plan drawing for the Planning Department review.

We are writing on behalf of our client, Howard Dalal, pertaining to the proposed renovation of the existing camp dining hall building located at the property noted above. The proposed renovation involves the conversion of three separate buildings into one to become a permanent group home accommodating eight developmentally disabled individuals. There is one staff on site as well. This group home is being run by the owner whose personal residence is also on the same property. The property will furthermore continue as a camp for 30 campers on a seasonal basis.

The following current services will be maintained and augmented as required: electrical, septic, water, propane. A mechanical and electrical engineer are working with us to determine specific requirements and will have drawings as part of the building permit set. There is a current well on the property that serves the existing building being renovated and will continue to do so post renovation. There is a current septic system designed for 48 campers. The owner is willing to reduce the number of campers to accommodate the group home use and remain within the existing system capacity. Our calculations indicate a reduction to 30 campers with the group home in place. There will be a need for fire protection of the renovated building in which case we will be designing a fire route to a draft port which will draw water from the pond as we have done on several other projects similar to this.

Please refer to the attached site plan for further information. Feel free to contact me directly if you wish to discuss this project or have questions.

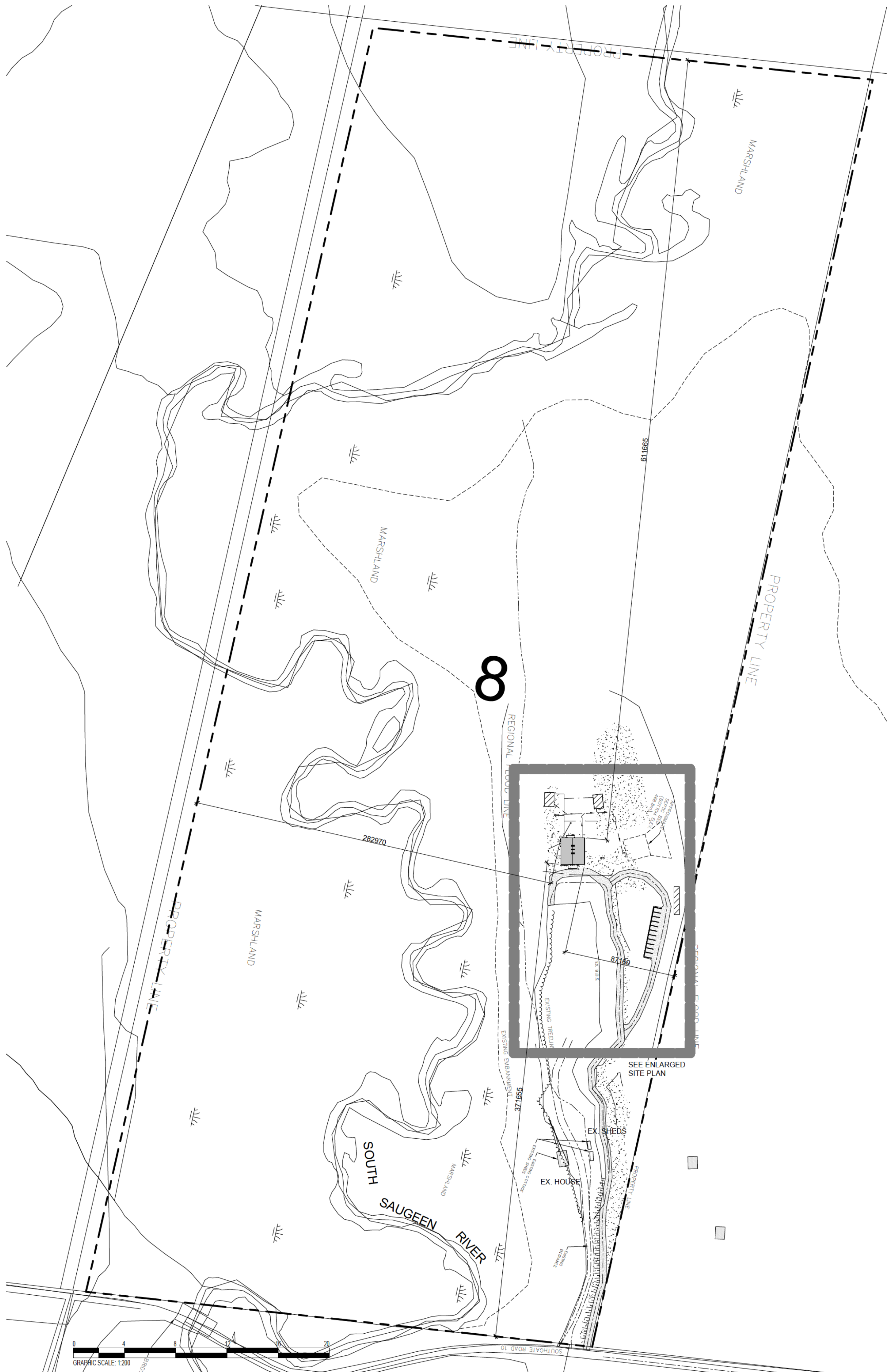
Sincerely,



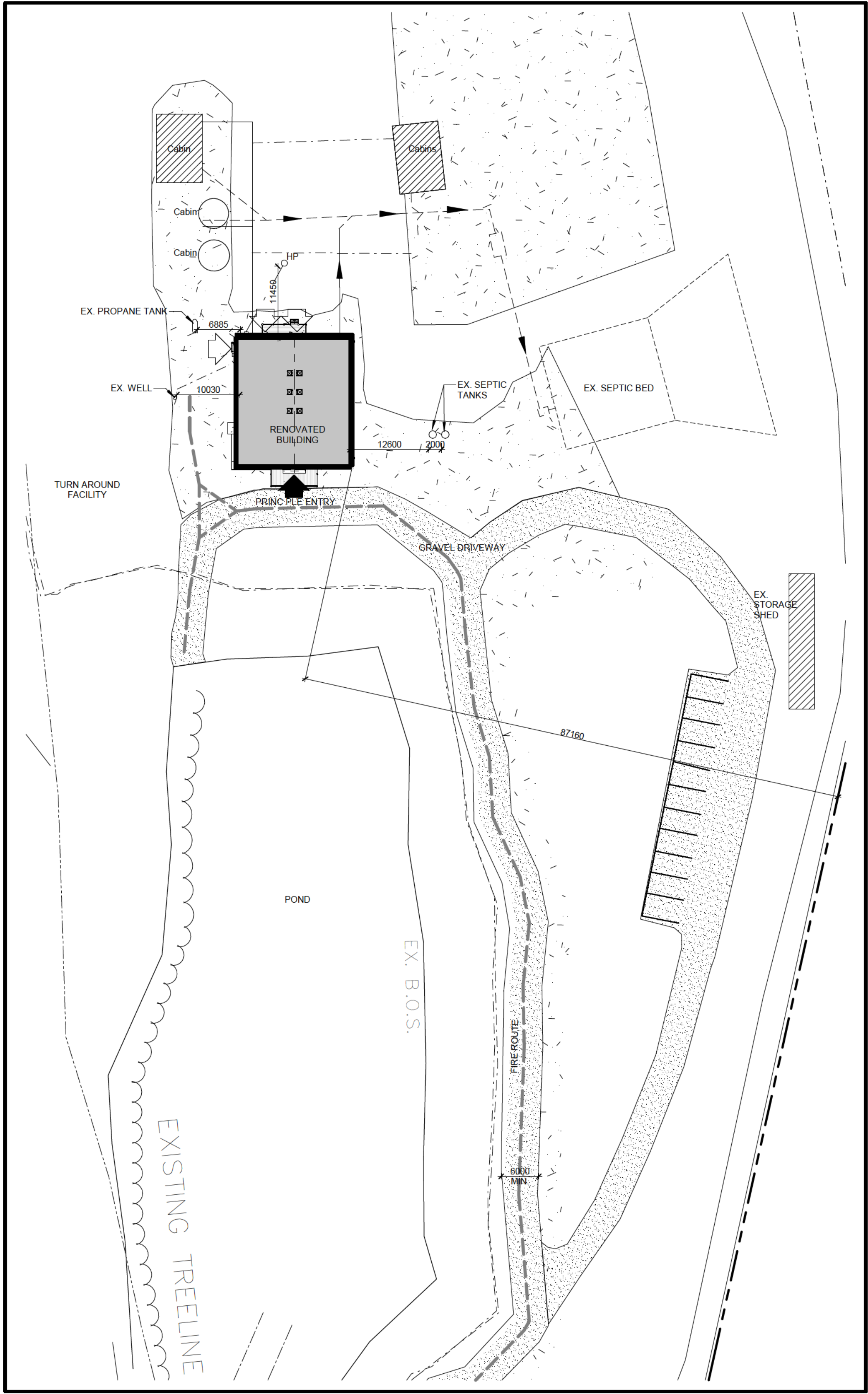
**D+H Architects Inc.**  
M.Arch., OAA

cc/ Howard Dalal and Gayla Lipson  
Enclosure: Site Plan Drawing





2 FULL SITE PLAN  
A1.0 1 : 2000



1 ENLARGED SITE PLAN  
A1.0 1 : 500



KEY MAP PLAN  
1 : 100

- PROPERTY LINE  
BUILDING SETBACKS  
LANDSCAPING SETBACKS  
CONC. CURB  
CONC. CURB & GUTTER  
WATER MAIN  
SANITARY SEWER  
STORM SEWER  
WEEPING TILE  
MANHOLE  
CATCH BASIN  
CATCH BASIN/MANHOLE  
FIRE HYDRANT  
EXISTING ELEVATION  
NEW ELEVATION  
SWALE  
SLOPE  
HYDRO POLE  
WALL-PACK LIGHT FIXTURE  
LIGHT STANDARD  
OVERHEAD HYDRO  
BELL TELEPHONE  
GAS LINE  
RELOCATED DRIVEWAY LIGHTS  
NEW DRIVEWAY LIGHTS  
BOREHOLE  
TEST PIT  
BARRIER FREE PARKING SPACE

LEGAL DESCRIPTION

LOT 7, CONC 8 FORMERLY IN THE TOWNSHIP OF PROTON

SITE DESCRIPTION

ZONING (CURRENT): CS-211-H

BUILDING CLASSIFICATION

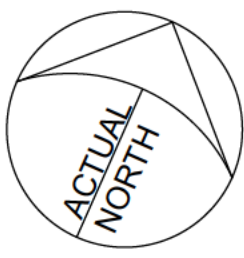
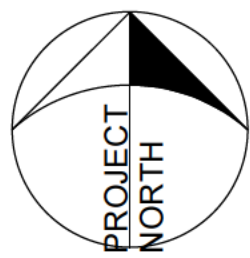
OCCUPANCY: GROUP HOME

CLASSIFICATION: B3

BUILDING STATISTICS

GROSS FLOOR AREA (GFA)	m <sup>2</sup>	S.F.
EXISTING	293.5	3159
PROPOSED	53.9	581
GFA - TOTAL	347.4	3740

**DIMENSIONS & SCALE NOTICE**  
CHECK AND VERIFY ALL DIMENSIONS BEFORE PROCEEDING WITH THE WORK. DO NOT SCALE THIS DRAWING. ANY DISCREPANCY OBSERVED SHOULD BE REPORTED IMMEDIATELY TO D+H ARCHITECTS INC.  
**COPYRIGHT NOTICE**  
COPYRIGHT IN THIS DRAWING BELONGS TO D+H ARCHITECTS INC. THIS DRAWING MAY NOT BE USED FOR ANY OTHER PURPOSE THAN FOR WHICH IT WAS INTENDED WITHOUT THE EXPRESS CONSENT OF D+H ARCHITECTS INC.



No.	Description	Date
2	SITE PLAN FOR ZONING	JULY 15, 2022
1	SITE PLAN FOR ZONING AMEND	JUNE 29, 2022



45 MILL ST, ORANGEVILLE, ON, L9W 2M4 519-941-0912

CONSULTANT

PROJECT RENOVATION FOR  
**RESIDENCE AT ROSLYN CENTRE**  
SOUTHGATE 105261 Southgate Road 10 ONTARIO

SHEET TITLE

**SITE PLAN**

PROJ. NO.	21-167
DATE	MARCH 2022
DRAWN BY	JS
CHECKED	WG
SCALE	As indicated
DATE PLOTTED	15/07/2022 14:37:24
DRAWING NO.	

A1.0



The Corporation of the Township of Southgate  
By-law Number 2022-138

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

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

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

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

- 1. **That** Schedule "38" to Zoning By-law No. 19-2002 is hereby amended by changing the zone symbols on a portion of the lands described as CON 7 LOT 8, geographic Township of Proton, in the Township of Southgate and shown on Schedule "A", affixed hereto, from:

- **Recreational Commercial Zone C5-211-H) to Recreational C5-211 Exception (C5-211)**

- 2. **That** Section 33 to By-law No. 19-2002 is hereby amended by replacing section 33.211 with the following:

<b>"33-211 Con 7, lot 8 (Proton)</b>	<b>C5-211</b>	Notwithstanding the provisions of Sections 19 and any other provisions to the contrary, the land zoned C5-211 the following conditions shall apply.
--	---------------	---

- a) shall only permit a "Recreational Camp Facility" and a Group Home. The following special regulations shall apply to the Recreational Camp Facility and group home:
  - b) The Recreational Camp Facility shall be as defined under section 3.187 of the bylaw.
  - c) The maximum number of persons to be housed at the recreational camp facility and group home combined shall be limited to 48. This number is dictated by the ability for proper servicing of the facility and maybe amended only with additional servicing studies.

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

**Read** a first, second, and third time and finally passed this 21<sup>st</sup> day of September 2022.

---

John Woodbury – Mayor

---

Lindsey Green – Clerk

**Explanatory Note**

This by-law applies only to those lands described as CON 7 LOT 8 geographic Township of Proton, in the Township of Southgate. The purpose of the amendment is to add a group home use to the list of permitted uses on the property. The use will still be limited based on servicing on the site.

**The Effect** of the proposed zoning by-law amendment would be to add the group home use to the existing zoning exception C5-211 zone. All other provisions of the bylaw shall apply.







## **Staff Report PL2022-071**

**Title of Report:** PL2022-071-SP18-22-Blue Mountain Covers  
**Department:** Planning Services  
**Council Date:** September 21, 2022

**Recommendation:**

**Be it resolved that** Council receive Staff Report PL2022-071 for information; and  
**That Council** consider approval of By-law 2022-139 authorizing the entering into a Site Plan Agreement.

**Property Location: Eco Park**



**Background:**

Blue Mountain Covers wishes to construct a building in order to manufacture fabric covers for buildings. An Engineer was retained to complete stormwater management and Site Plan drawings. This Site Plan Agreement will permit the construction of building and identify a future building site for a second building. The Application was received August 30, 2022 and was sent for review by commenting agencies.

Comments received include the following:

The GRCA recommend deferral of the application pending addressing concerns and deficiencies with the drawings.

The Township Engineers, Triton have provided extensive comments on the site plan and drainage plans.

Public works indicates that municipal servicing is to be peer reviewed by Triton Engineering.

### **Staff Comments:**

To address the comments from the Conservation Authority and the Township Engineers the applicants made changes to the plans and provided a response letter which is attached. In staffs' opinion, these comments address the township and GRCA concerns.

The Site Plan and Site Plan Agreement address a number of issues to mitigate potential conflicts with neighbouring land uses as well insure proper development of the site. Some of the relevant provisions include

1. Ensuring that in the event of a complaint all doors and windows will remain closed during operation.
2. Applying dust control measures at the Townships discretion for all gravel areas.
3. Requiring a water reservoir be installed should the Township fire department deem it necessary in future as a result of insufficient fire flow.
4. A stormwater management plan and report has been included to treat runoff for quality and quantity.
5. Ensuring that all lighting installed is Dark sky Compliant and directed downward and internal to the site.
6. Requiring outside storage if later identified to be screened.

The closest sensitive land use a residence located to the west across Ida street which is 243m away to the west. A key map of the area has been provided for your review. The above provisions will ensure that surrounding land uses are minimally impacted by the proposed development. It is, therefore, the recommendation of Township staff to approve the Site Plan and authorize the mayor and clerk to sign the attached Site Plan Agreement

**Financial Implications:** None

**Concluding Comments:** Based on the above it is recommended that the Council receive this staff report and consider approval of by-law 2022-139 authorizing the agreement.

Respectfully Submitted,

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



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

**Attachments:**

1. Response letter from GM Blue Plan.

September 15, 2022  
Our File: 222067

Via Email – [cstredwick@southgate.ca](mailto:cstredwick@southgate.ca)

Township of Southgate  
185667 Grey County Rd 9  
Dundalk, ON N0C 1B0

Attention: Mr. Clinton Stredwick

Re: Site Plan Review Resubmission  
Proposed Warehouse – Blue Mountain Covers  
Eco Parkway, Dundalk  
Township of Southgate

Dear Clinton,

Thank you very much for the review and comments provided by the Township Engineer in the letter dated September 13, 2022, a copy of which is attached for reference. We have also received comments from the Grand Valley Conservation Authority (GRCA) dated September 13, 2022.

Following review of the provided comments, the Engineering drawings and Stormwater Management Report for the proposed development have been revised and a Functional Servicing Study has been prepared. The following letter outlines how each of the comments have been addressed and the responses are provided in the same order as in the provided letters.

## **RESPONSES TO TOWNSHIP ENGINEER – September 13, 2022, Letter from Dustin Lytle of Triton Engineering**

### **Site Layout and General Comments**

- 1.1 A Geotechnical Report has not been completed for the site.
- 1.2 Truck turning area has been added to the Site Plan drawing and minor revisions were made to ensure sufficient area for truck turning. Please note that we feel the truck turning program is conservative in its approach and are satisfied that the provided area is more than sufficient for the truck turning.
- 1.3 A note has been added to the drawings.
- 1.4 The top of foundation elevations has been added to the plans.
- 1.5 Additional grading details are provided to clearly show that there is no proposed grading over the property limit including a cross-section.
- 1.6 The landscaping information is shown on the Site Plan with grassed and gravel areas.

**Servicing**

- 1.7 As per the purchase agreement for the property from the Township, it is our understanding that all servicing within the Eco Parkway road allowance is to be designed and undertaken by the Township. The servicing plan proposed was only to show the servicing to the property line and proposed connection points.
- 1.8 A Functional Servicing Brief is provided as part of the resubmission. It concludes that a 38 mm water service and 150 mm sanitary service are considered sufficient.
- 1.9 See response to 1.7.
- 1.10 The proposed buildings are not proposed with sprinklers. The existing hydrant along Eco Parkway at the front of the site is considered sufficient to provide fire protection.
- 1.11 Additional details have been added to the drawings regarding the water servicing and notes.
- 1.12 Additional details have been added to the drawings regarding the servicing and notes.

**Stormwater Management**

- 1.13 Storm sewers are not proposed for the development aside from the roof drain sewer and SWM Pond outlet. Notes have been added for these sewers. Overland flow to the grassed ditches and the stormwater management pond are proposed.
- 1.14 The 4:1 side slope is proposed on the side closest to the development. The 3:1 side slope on the opposite side of the pond is considered sufficient as it is away from any potential use, is not deep and is in a business park.
- 1.15 Rip rap has been added to the plans in several locations.
- 1.16 The GRCA is currently reviewing the proposed works as part of a permit application, but confirmed in an email dated July 15, 2022 that the EGS and dry pond was considered acceptable to achieve quality treatment on-site. In addition, attached are the GRCA review comments received earlier this week which do not indicate a concern.
- 1.17 All documents submitted to the GRCA have been provided to the Township as well.
- 1.18 The downspout locations are shown on the grading and servicing plan along with details of the roof drain storm sewer.
- 1.19 The following equations were used:

For the orifice outlet  $Q = C_d \times A \times (2g \times h)^{0.5}$

For the perforated pipe  $Q = \text{number of holes} \times C_d \times A \times (2g \times h)^{0.5}$

Where  $Q$  = Discharge (flow rate)

$C_d$  = Coefficient of discharge 0.63

$A$  = Cross sectional area

$h$  = difference between upstream and downstream elevation

The equations have been added to the stage-storage-discharge calculation table.

- 1.20 A section has been added to the plans showing the details of the outlet swale.

**Utility and Lighting Comments**

- 1.21 A photometric and utility plan will be provided under separate cover.
- 1.22 A photometric plan will be provided under separate cover.
- 1.23 All lighting will be downward facing and dark sky compliant.

**RESPONSES TO GRCA – September 13, 2022, Letter from Chris Lorenz, GRCA Resource Planner****Drawing and Report Comments**

- 1. The details for the outlet swale from the SWM Pond are provided on the drawing and sizing has been noted in the SWM Report.
- 2. Additional details for the roof drain storm sewer are included on the drawings. Rip rap has been added at the inlet and outlet of the pond.
- 3. The MIDUSS modelling for the EGS is provided in Appendix C of the revised SWM Report.
- 4. Additional notes have been added to the drawings for the wetland and the regulation limit.

**Comments for GRCA Permit pursuant to Ontario Regulation 150/06**

- 5. There is no intention to install a temporary sediment pond and the mention of it has been removed from the notes. A mud mat has been added to the plan to be installed during construction.
- 6. Heavy duty silt fence (OPSD 219.130) has been indicated to be installed instead of light duty silt fence.
- 7. The note has been revised.

**Advisory Comments**

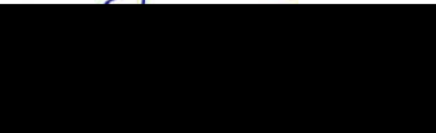
8. Acknowledged and known. There is still no concern with the water quality design using the EGS and the report has been revised to note the reduced flow length.
9. Major overland flow paths have been indicated on the drawings.
10. The SWM Report has been revised to note the wetland.

I trust this is sufficient for you to move forward with approval of the Site Plan Application. If you have any additional questions, feel free to contact me.

Yours truly,

**GM BLUEPLAN ENGINEERING LIMITED**

Per:



Jan E. Enksen, P.Eng.  
IEE/md

Encl.

cc: Municipal Engineer: Triton Engineering – Dustin Lyttle, P.Eng. – [dlyttle@tritoneng.on.ca](mailto:dlyttle@tritoneng.on.ca)  
Grand River Conservation Authority: Chris Lorenz, M.S.C. – [clorenz@grandriver.ca](mailto:clorenz@grandriver.ca)  
Contractor: H. Bye Construction – Sandy Bye – [s.bye@hbyeconstruction.com](mailto:s.bye@hbyeconstruction.com)  
File No. 222067



The Corporation of the Township of Southgate  
By-law Number 2022-139

**Being a by-law to authorize the execution of a Site Plan Control Agreement**

**Whereas** Section 41 of the Planning Act, RSO 1990, Chapter P.13 as amended authorizes municipalities to designate areas of Site Plan Control, and to subsequently enter into agreements with respect to the conditions of development or redevelopment of lands in areas of Site Plan Control; and

**Whereas** all of the lands within the Township are designated as a Site Plan Control Area pursuant to the provisions of Section 41 of the Planning Act and By-law 2021-111; and

**Whereas** the Council of the Township of Southgate deems it expedient to enter into a Site Plan Agreement with the owner,

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

1. **That** a Site Plan Agreement between 2164130 Ontario Inc and the Township of Southgate for the development of the lands described as Con 2 SWTSR Pt Lot 237 RP16R11632 Parts 1 to 6, Geographic Township of Proton, Township of Southgate is authorized. Such agreement being attached hereto as Schedule "A" and which forms a part of this by-law;
2. **That** the Mayor and Clerk are authorized to sign the Site Plan Agreement on behalf of the Council of the Corporation of the Township of Southgate in substantially the form as that set out in Schedule A;
3. **That** the Clerk is authorized and directed to cause notice of the Site Plan Agreement to be registered on the title to the said lands forthwith after it has been signed by all parties; and
4. **That** this By-law shall come into full force and effect upon the final passing hereof.

Read a first and second time this 21<sup>st</sup> day of September 2022.

Read a third time and finally passed this 21<sup>st</sup> day of September 2022.

---

Mayor – John Woodbury

---

Clerk- Lindsey Green



THE CORPORATION OF  
THE TOWNSHIP OF SOUTHGATE

**SITE PLAN AGREEMENT**

THIS AGREEMENT made in triplicate this 21<sup>st</sup> day of September, 2022

Between: 2164130 Ontario Inc, c/o Blue Mountain Covers

(hereinafter called the "OWNERS" OF THE FIRST PART)

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

(hereinafter called the "TOWNSHIP" OF THE SECOND PART)

WHEREAS the OWNERS represents that they are the owners of these lands and premises in the Township of Southgate in the County of Grey, being more particularly described in s Schedule "A"

AND WHEREAS the OWNERS have applied to the TOWNSHIP to permit development on the OWNER'S lands;

AND WHEREAS the Encumbrancer(s) (if any) hold registered security interests in the lands and all Encumbrancers of the lands are included as parties to this Agreement

AND WHEREAS the OWNERS have agreed with the TOWNSHIP to furnish and perform the works, material, matters and things required to be done, furnished and performed in the manner hereinafter described in connection with the proposed use of the subject lands;

AND WHEREAS the said lands have been designated by the Council of the TOWNSHIP as being within a site plan control area as provided by Section 41 of the Planning Act, R.S.O. 1990, as amended;

NOW THEREFORE witnesseth that in consideration of other good and valuable consideration and the sum of one -----(\$1.00)-----DOLLAR of lawful money of Canada now paid by the TOWNSHIP to the OWNER, the receipt whereof is hereby acknowledged, the OWNERS and the TOWNSHIP covenant, declare and agree as follows:

**SECTION 1 - LANDS TO BE BOUND**

1. The lands to be bound by the terms and conditions of this Agreement (sometimes referred to as "the subject lands"), are located in the geographic Township of Proton, in the TOWNSHIP OF SOUTHGATE, and are more particularly described in Schedule "A".

**SECTION II - COMPONENTS OF THE AGREEMENT**

1. The text and the following Schedules, which are annexed hereto, constitute the components of this Agreement.

Schedule "A" - Legal Description of the Lands being developed.

Schedule "B" - Site Plan(s)

**SECTION III - REGISTRATION OF AGREEMENT**

1. This Agreement shall be registered on title to the said lands as provided for by Section 41(10) of the Planning Act, R.S.O., 1990, as amended, at the expense of the OWNERS;
2. The OWNERS agree that all documents required herein shall be submitted in a form suitable to the TOWNSHIP and suitable for registration, as required;
3. The PARTIES agree that this Agreement must be registered against the OWNERS' lands within thirty (30) days of the execution thereof by both parties.

#### **SECTION IV - BUILDING PERMITS**

1. The OWNERS agree to not request the Chief Building Official to issue any further building permits to carry out the development until this Agreement has been registered on title to the lands described in Schedule "A" attached hereto and a registered copy of same has been provided to the Township.
2. It is agreed that if the OWNERS fail to apply for any building permit or permits to implement this Agreement within 12 months from the date upon which such building permit would be available, then the TOWNSHIP, at its option has the right to terminate the said Agreement and require that a new Site Plan Agreement be submitted for approval and execution.

#### **SECTION V - PROVISIONS**

1. **THIS AGREEMENT** applies to works related to the entire subject lands and includes the exterior of existing buildings, new structures, drainage and servicing and entrance as required. Agricultural and residential uses are not applicable to this Site Plan Agreement in accordance with section 41 of the Planning Act and By-law 47-2007.
2. **THE OWNERS** further covenant and agree to develop the subject lands in accordance with the Site Plan being Schedule "B" attached hereto, and that no work will be performed on the subject lands except in conformity to all provisions of this Agreement.
3. **THE OWNERS** agree to carry out on the lands at the work, and to construct, install and maintain at its expense all of the services, works and facilities stipulated, described by words and numbers, and shown in and upon the following Plans, that is:

(i) Submitted Site Plan Drawings;

which Plan is hereinafter called "the Site Plan." Notwithstanding the generality of the foregoing the requirements under this agreement include all of the notes and printed text contained in and on the Plans making up the Site Plan.

4. **FURTHER DESCRIPTION OF WORK AND LOCATION OF SITE PLAN.** Without limiting the generality of the foregoing, all of the specifications and said requirements contained in the said Site Plan, which is on file at Southgate's Municipal Office, shall be adhered to and satisfied by the Owner to the satisfaction of Southgate.
5. **EXTERIOR FASCIA.** In order to mitigate possible noise impacts of the facility, that all doors and windows remain closed during operating hours if a complaint is received.
6. **STORM DRAINAGE -- GENERAL.** Notwithstanding the foregoing, the Owner agrees that the storm drainage system on and for the lands shall be designed and constructed to the satisfaction of Southgate at the expense of the Owner as outlined in Stormwater Management Report submitted with the Plans.

7. **ENTRANCE.** The entrance to the property is from Eco Parkway. A Commercial Entrance permit is required.
8. **FIRE SUPPRESSION.** The owner agrees to install all necessary servicing and equipment on the property for fire fighting and fire suppression including if necessary a water reservoir, at the owners expense.
9. **SERVICING.** The owner is responsible for ensuring that all servicing for water and waste water are brought to the property line and connected to the Township services.
10. **LANDSCAPED BUFFERING.** The owner agrees to install a landscaped screening buffer where outdoor storage areas are exercised, installed, or used, in accordance with the Township of Southgate Zoning By-law. This buffer must be maintained for the purposes of providing a visual barrier. Alternatively a 6 ft screening fence may be installed for screening purposes.
11. **OUTSIDE STORAGE.** Outside storage may only be located in the areas identified on the Site Plan. Stacking in the outside storage area is limited to a maximum height of 3m and in no case will it be higher than the eaves of the building.
12. **DUST CONTROL MEASURES.** The owner agrees to provide for dust control measures such as calcium and water, to mitigate impacts as required by the Township of Southgate. These measures will be required for those areas of the site not asphalted or seeded with grass.
13. **LIGHTING.** All exterior lighting must be dark sky compliant. It must be pointed downward and remain internal to the site in accordance with the Township of Southgate Standards.
14. **MOE CERTIFICATES OF APPROVAL (IF REQUIRED).** The Owner shall not commence any work on the lands or cause any work to be commenced on the said public highway until any Certificate of Approval required under the ***Environmental Protection Act*** and or the regulations made under it has been duly applied for by the Owner and a copy of the application has been filed with Southgate.
15. **POSTPONEMENT AND SUBORDINATION OF ENCUMBRANCES.** The Owner covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or those holding encumbrances as may be deemed necessary by Southgate to postpone and subordinate their interest in the lands to the interest of Southgate to the extent that this Agreement shall take effect and have priority as if it have been executed and registered prior to the execution and registration of any such mortgages or encumbrances.
16. **SOUTHGATE'S PROFESSIONAL FEES AND DISBURSEMENTS.** The Owner shall reimburse Southgate for all of its engineering and legal expenses (professional fees and disbursements) in connection with the development and implementation of this Agreement.
17. **WAIVER.** The failure of Southgate at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by Southgate of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. Southgate shall specifically retain its rights at law to enforce this Agreement.
18. **NO CHALLENGE TO THE AGREEMENT.** The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any

proceeding or action in court, or before any administrative tribunal, the parties' right to enter into and force this Agreement. The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provisions in Section 41 of the Planning Act interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.

19. **ENFORCEMENT.** The Owner acknowledges that Southgate, in addition to any other remedy it may have at law, may also be entitled to enforce this Agreement in accordance with Section 446 of the **Municipal Act, 2001** as amended.

20. **MEDIATION.** Without affecting Southgate's statutory right under subsection 41(11) of the said **Planning Act** to, at its complete discretion, invoke the provisions of Section 446 of the **Municipal Act, 2001** as amended regarding any applicable requirement herein in which case this paragraph shall be inoperative and inapplicable, in the event that a dispute relating to this Agreement or its implementation arises that cannot be resolved by negotiation between the parties, the parties agree to use the services of a mediator to attempt to resolve their differences and failing agreement on the procedure to be followed, it shall be conducted in accordance with the rules of procedure for the conduct of mediations of the ADR Institute of Ontario Inc. or its successor body.

21. **REGISTRATION.** The Owner consents to the registration of this Agreement or Notice of this Agreement by Southgate on the title to the lands.

22. **ENUREMENT CLAUSE.** The covenants, agreements, stipulations, declarations, and provisions contained herein shall run with the lands and shall be binding upon the Owner and its successors and assigns and the benefit thereof shall enure to Southgate and its successors and assigns.

## **SECTION VI - BINDING PARTIES, ALTERATION, AMENDMENT, EFFECT, NOTICE, PENALTY**

1. This Agreement may only be amended or varied by a written document of equal formality herewith duly executed by the parties hereto and registered against the title to the subject lands.

2. The OWNER further agrees to complete the items detailed on Schedule "B" within two (2) years of the date of registration of this Agreement.

3. Following completion of the works, the OWNER shall maintain to the satisfaction of the TOWNSHIP, and at the sole expense of the OWNER, all the facilities or works described in Schedule "B".

4. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of each of the PARTIES hereto.

5. The Agreement shall come into effect on the date of execution by the TOWNSHIP.

6. The OWNER acknowledges that this Agreement is entered into under the provisions of Section 41(7)(c) of the Planning Act, R.S.O., 1990, as amended.

7. Any notice required to be given pursuant to the terms hereto shall be in writing and mailed or delivered to the other at the following address:

To the OWNER:                      2164130 Ontario Inc., c/o Blue Mountain Covers  
   PO Box 220  
   Tara Ontario

N0H 2N0

To the TOWNSHIP: Clerk  
Township of Southgate  
185667 Grey Rd 9, R.R. 1,  
Dundalk, ON  
N0C 1B0

**IN WITNESS WHEREOF** the corporate parties have executed this Agreement by affixing thereto their corporate seals, as attested by the hand of their proper signing officers duly authorized in that behalf.

**AND IN WITNESS WHEREOF** the natural parties hereto have hereunto set their hands and seals. Signing authorized by By-law 2022-139.

SIGNED, SEALED AND DELIVERED	) 2164130 Ontario Inc
	)
	)
	)
	)
in the presence of:	)
	)
	)
	) Per:_____
_____	) Name:_____
Witness	) Date:_____
	)
	)
	) Per:_____
	) Name:_____
	) Date:_____
	)
	)
_____	) We have the authority to bind the corporation
Witness	)
	)
	) <b>THE CORPORATION OF THE</b>
	) <b>TOWNSHIP OF SOUTHGATE</b>
	)
	)
	) Per:_____
	) John Woodbury, Mayor
	)
	)
	) Per:_____
	) Lindsey Green, Clerk
	)
	)
	) Date:_____
	)
	) We have authority to bind the corporation
	)
	)

Schedule "A"

**THE LAND**

All and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Southgate, in the County of Grey and Province of Ontario, and being composed of:

**Concession 2 SWTSR Pt Lot 237 RP16R11632 Parts 1 to 6,  
Geographic Township of Proton, Township of Southgate.**

Schedule "B"

**SITE PLANS**

Drawing #1. Dated September 21, 2022 and signed by the planner

Drawing #2. Dated September 21, 2022 and signed by the planner

Drawing #3. Dated September 21, 2022 and signed by the planner

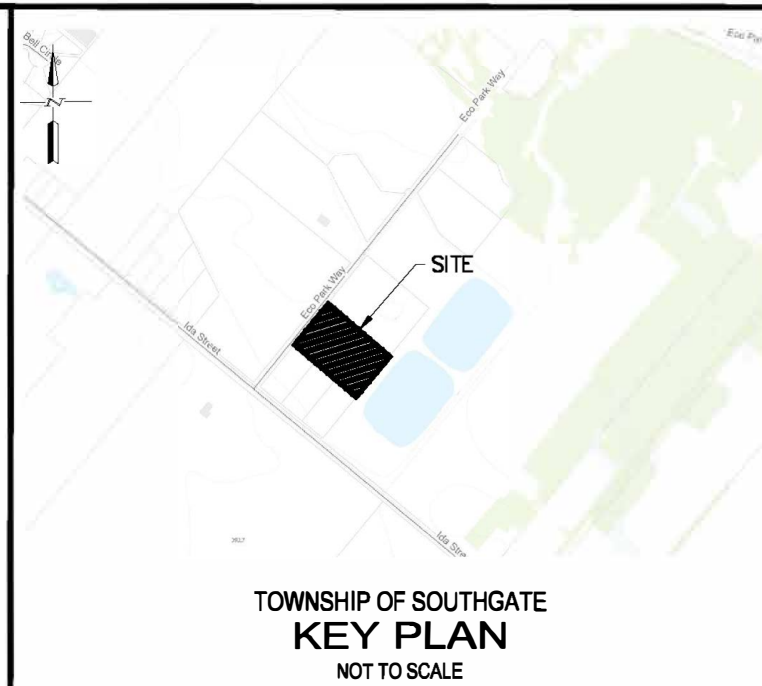
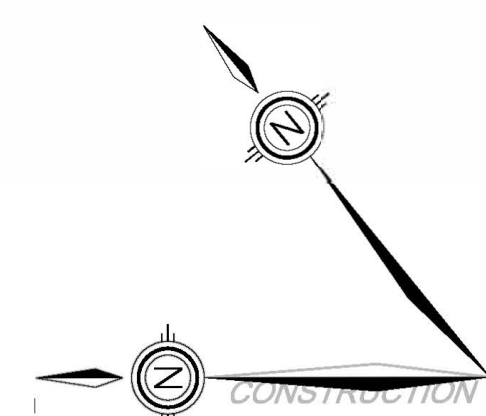
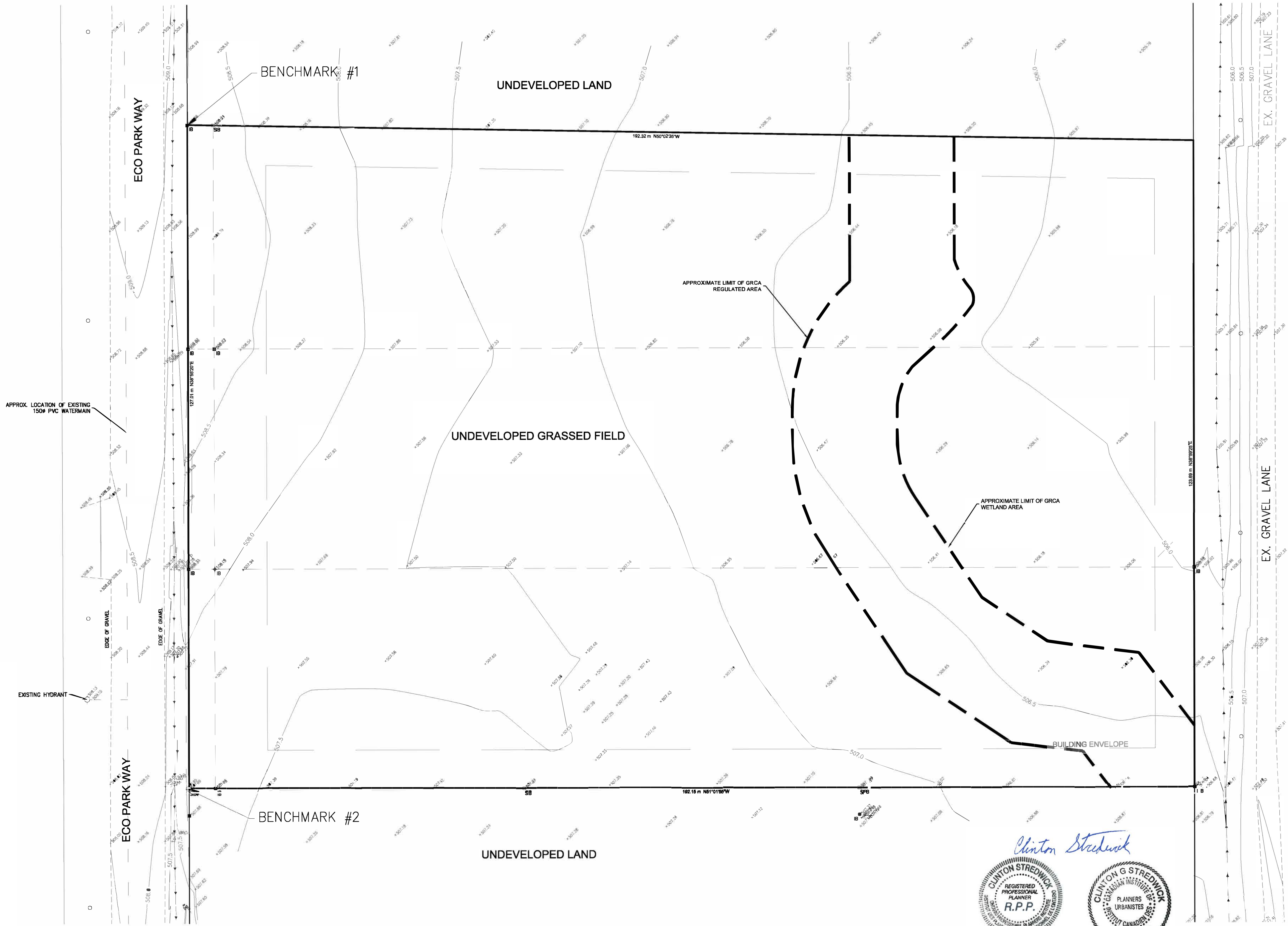
Drawing #4. Dated September 21, 2022 and signed by the planner

Drawing #5. Dated September 21, 2022 and signed by the planner

Drawing #6. Dated September 21, 2022 and signed by the planner



FILE:W:\Township\Chalmers\2022\2222222222\Site Plan - Eco Park Way, Dundalk - Calhoun Super Structure\Drawings\2222222222\SP - L.P.H. (August 19, 2022) 11:04:46 AM  
LAST SAVED BY: I.E.E. 09/10/2022 11:04:46 AM



- NOTES:**
- ALL DIMENSIONS AND ELEVATIONS ARE IN METRIC UNLESS OTHERWISE NOTED.
  - TOPOGRAPHICAL SURVEY CONDUCTED ON APRIL 7, 2022 BY GM BLUEPLAN ENGINEERING.
  - LEGAL BOUNDARY SURVEY AND TOPOGRAPHICAL INFORMATION PREPARED BY VAN HARTEN SURVEYING, PLAN 18R-11632, DATED DECEMBER 16, 2021.
- LEGEND:**
- EXISTING CONDITIONS ELEVATION
  - AS RECORDED ELEVATION
  - PROPOSED ELEVATION
  - PROPOSED ELEVATION BELOW DECK
  - SWALE DRAINAGE
  - SURFACE DRAINAGE
  - PROPOSED BUILDING ACCESS
- NOTE: ELEVATION IN METRES.

**#1 BENCHMARK ELEV. - 509.14m**  
TOP OF 1B LOCATED IN NORTHERN MOST CORNER OF SUBJECT PARCEL.

**#2 BENCHMARK ELEV. - 507.99m**  
TOP OF 2B LOCATED IN WESTERLY MOST CORNER OF SUBJECT PARCEL.

THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SEWERS AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS, AND, WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED.

BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR ANY DAMAGE TO THEM.



NO.	DATE	REVISION DESCRIPTION	CHKD
2	09/15/2022	REVISED PER TOWNSHIP AND GRCA COMMENTS	I.E.E.
1	09/10/2022	ISSUED FOR SITE PLAN APPROVAL	I.E.E.

**BluePlan ENGINEERING**

QUELPH | OWEN SOUND | LISTOWEL | KITCHENER | EXETER | HAMILTON | GTA  
1280 - 2ND AVENUE EAST, UNIT 1, OWEN SOUND, ON N4K 2J3  
TEL: 519-276-1855 [www.gmblueplan.ca](http://www.gmblueplan.ca)

**PROPOSED DEVELOPMENT**

**CALHOUN SUPER STRUCTURE**

**ECO PARKWAY, DUNDALK (TOWNSHIP OF SOUTHGATE)**

**EXISTING CONDITIONS PLAN**

DRAWN BY: L.P.H.	APPROVED BY: I.E.E.	PROJECT NO.: 222067	DRAWING NO.: <b>SP1</b>
DESIGNED BY: I.E.E.	DATE: JUNE 2022	SCALE: 1:400	



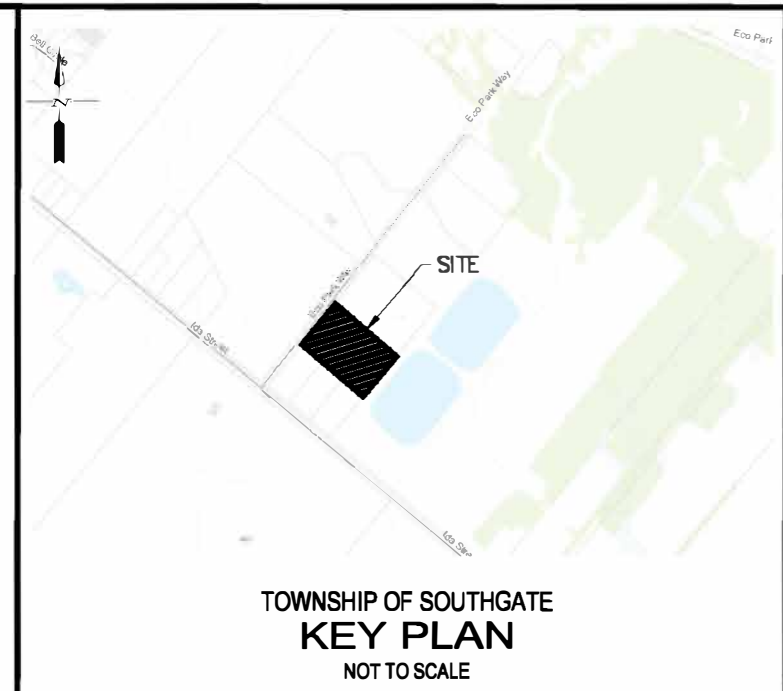
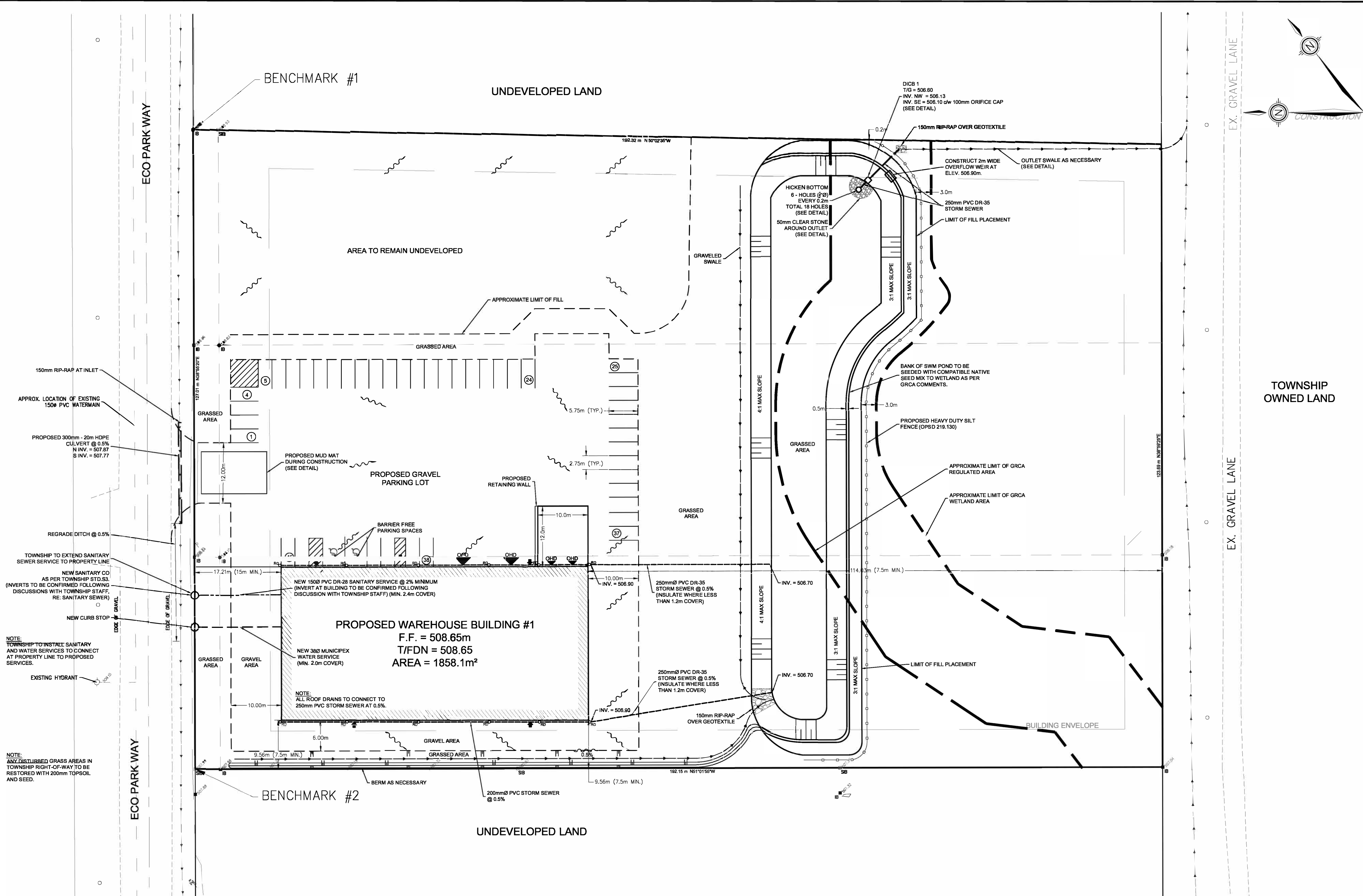
Drawing #1, Dated September 21, 2022



FILE:W:\Drawings\Drawings\2022\220921\220921\_Site Plan - Eco Park Way, Dundalk - Calhoun Super Structure\Drawings\220921\_Site Plan - Eco Park Way, Dundalk - Calhoun Super Structure.dwg  
LAST SAVED BY: I.E. ERIKSEN, 2022/09/21 11:02:51 AM  
CUTTER: I.E. ERIKSEN, 2022/09/21 11:02:51 AM



Drawing #2. Dated September 21, 2022



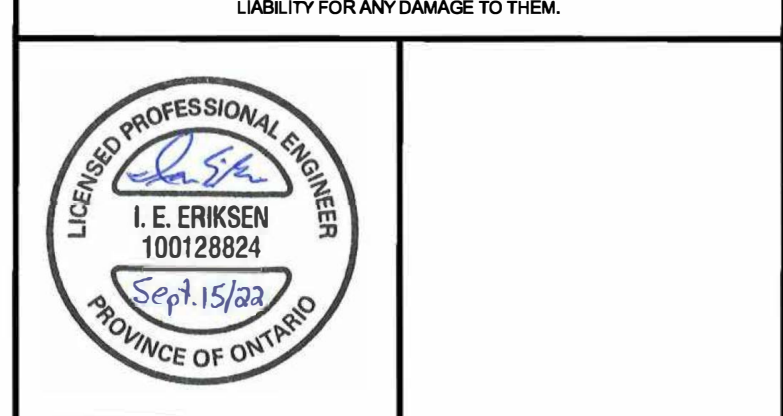
- NOTES:**
- ALL DIMENSIONS AND ELEVATIONS ARE IN METRIC UNLESS OTHERWISE NOTED.
  - TOPOGRAPHICAL SURVEY CONDUCTED ON APRIL 7, 2022 BY GM BLUEPLAN ENGINEERING.
  - LEGAL BOUNDARY SURVEY AND TOPOGRAPHICAL INFORMATION PREPARED BY VAN HARTEN SURVEYING, PLAN 18R-11832, DATED DECEMBER 16, 2021.
  - GRASSED AREA TO BE FINISHED WITH 200mm TOPSOIL AND HYDRO-SEED.
- LEGEND:**
- EXISTING CONDITIONS ELEVATION  
AS RECORDED ELEVATION  
PROPOSED ELEVATION  
PROPOSED ELEVATION BELOW DECK  
SWALE DRAINAGE  
SURFACE DRAINAGE  
PROPOSED BUILDING ACCESS  
NOTE: ELEVATION IN METRES.
- LOT CALCULATIONS**
- |  |                        |
|--|------------------------|
| OVERALL LOT AREA                       | 24,095.3m <sup>2</sup> |
| AREA OF PROPOSED BUILDING #1 FOOTPRINT | 1858.1m <sup>2</sup>   |
| LOT COVERAGE IN PERCENTAGE             | 7.7%                   |

**#1 BENCHMARK ELEV. - 509.14m**  
TOP OF 1B LOCATED IN NORTHERN MOST CORNER OF SUBJECT PARCEL.

**#2 BENCHMARK ELEV. - 507.99m**  
TOP OF 1B LOCATED IN WESTERLY MOST CORNER OF SUBJECT PARCEL.

THE POSITION OF POLE LINES, CONDUITS, WATERMAINS, SEWERS AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS, AND WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED.

BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR ANY DAMAGE TO THEM.



NO.	DATE	REVISION DESCRIPTION	CHK'D
2	09/15/2022	REVISED PER TOWNSHIP AND GRCA COMMENTS	I.E.E.
1	09/10/2022	ISSUED FOR SITE PLAN APPROVAL	I.E.E.



PROPOSED DEVELOPMENT			
CALHOUN SUPER STRUCTURE			
ECO PARKWAY, DUNDALK (TOWNSHIP OF SOUTHGATE)			
SITE PLAN			
DRAWN BY: L.P.H.	APPROVED BY: I.E.E.	PROJECT NO.: 222067	DRAWING NO.: SP2
DESIGNED BY: I.E.E.	DATE: JUNE 2022	SCALE: 1:400	

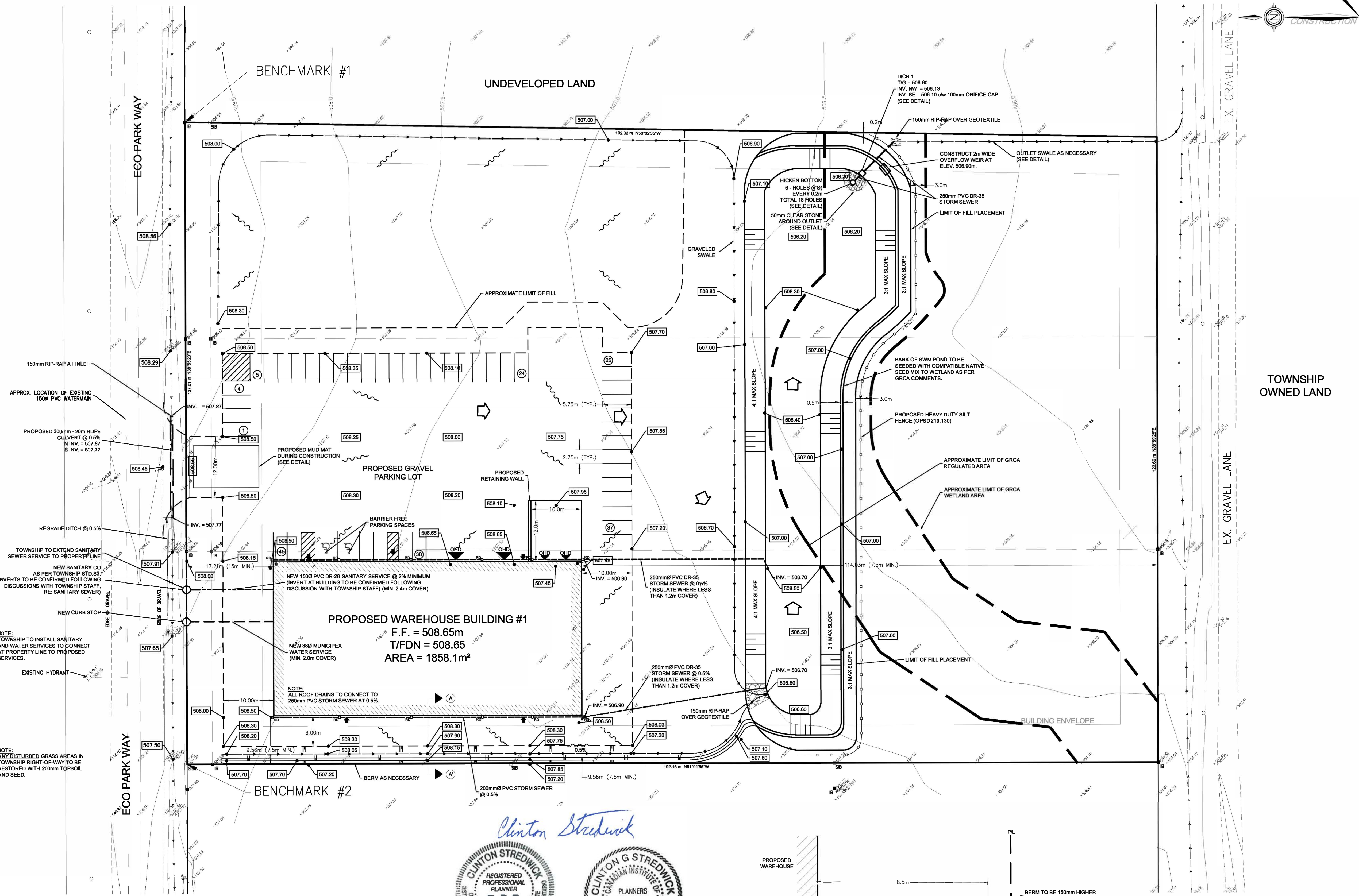
M1 ZONE (GENERAL INDUSTRIAL)				
REGULATIONS	REQUIRED	PROVIDED	MET	
a MINIMUM LOT FRONTAGE	30m	127.0m	Y	
b MINIMUM LOT AREA	1860m <sup>2</sup>	24,095.3m <sup>2</sup>	Y	
c MAXIMUM LOT COVERAGE	50%	7.7%	Y	
d MINIMUM FRONT YARD SETBACK	15.0m	17.2m	Y	
e MINIMUM REAR YARD SETBACK	7.5m	114.0m	Y	
f MINIMUM INTERIOR SIDE YARD SETBACK	7.5m	8.57m	Y	
g MINIMUM EXTERIOR SIDE YARD SETBACK	11.0m	N/A	Y	
h MAXIMUM BUILDING HEIGHT	11m	6.7m±	Y	

**PARKING SPACE REQUIREMENTS**  
OFFICE SPACE - 1 SPACE PER 30m<sup>2</sup> OF GFA.  
INDUSTRIAL USE - 5 SPACES + 1 SPACE PER 50m<sup>2</sup> OF GFA FOR THE WAREHOUSE.

BUILDING:	FLOORS	EXISTING	PROPOSED	FUTURE
#1 - OFFICE USE	1	N/A	130.6m <sup>2</sup>	261.2m <sup>2</sup>
#2 - WAREHOUSE / PRODUCTION USE	1	N/A	1727.5m <sup>2</sup>	3455m <sup>2</sup>
TOTAL FLOOR AREA		N/A	1858.1m <sup>2</sup>	3716.2m <sup>2</sup>
REQUIRED PARKING SPACES		-	5 + 40 = 45	45 + 5 + 40 = 90
PROVIDED PARKING SPACES		-	45	99



FILE: W:\Drawings\Drawings\2022\220921\220921-01-ECO PARKWAY DUNDALK - CLINTON STREEDWICK\220921-01-ECO PARKWAY DUNDALK - CLINTON STREEDWICK.dwg (August 15, 2022) LAYOUT: SP3  
LAST SAVED BY: I.E.E. DATE: 2022-09-21 11:02:51 AM  
DRAWN BY: I.E.E. DATE: 2022-09-21 11:02:51 AM  
DESIGNED BY: I.E.E. DATE: 2022-09-21 11:02:51 AM  
CHECKED BY: I.E.E. DATE: 2022-09-21 11:02:51 AM  
APPROVED BY: I.E.E. DATE: 2022-09-21 11:02:51 AM



TOWNSHIP OF SOUTHGATE  
KEY PLAN  
NOT TO SCALE

NOTES:

- ALL DIMENSIONS AND ELEVATIONS ARE IN METRIC UNLESS OTHERWISE NOTED.
- TOPOGRAPHICAL SURVEY CONDUCTED ON APRIL 7, 2022 BY GM BLUEPLAN ENGINEERING.
- LEGAL BOUNDARY SURVEY AND TOPOGRAPHICAL INFORMATION PREPARED BY VAN HARTEN SURVEYING, PLAN 18R-11632, DATED DECEMBER 16, 2021.
- GRADED AREA TO BE FINISHED WITH 200mm TOPSOIL AND HYDRO-SEED.

LEGEND:

EXISTING CONDITIONS ELEVATION  
AS RECORDED ELEVATION  
PROPOSED ELEVATION BELOW DECK  
SWALE DRAINAGE  
SURFACE DRAINAGE  
PROPOSED BUILDING ACCESS  
MAJOR OVERLAND SPILL ROUTE

NOTE: ELEVATION IN METRES.

LOT CALCULATIONS

OVERALL LOT AREA	24,095.3m <sup>2</sup>
AREA OF PROPOSED BUILDING #1 FOOTPRINT	1858.1m <sup>2</sup>
LOT COVERAGE IN PERCENTAGE	7.7%

#1 BENCHMARK ELEV. - 509.14m  
TOP OF 1B LOCATED IN NORTHERN MOST CORNER OF SUBJECT PARCEL.

#2 BENCHMARK ELEV. - 507.99m  
TOP OF 2B LOCATED IN WESTERLY MOST CORNER OF SUBJECT PARCEL.

THE POSITION OF POLE LINES, CONDUITS, WATERMAINS, SEWERS AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS, AND, WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED.

BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR ANY DAMAGE TO THEM.

**BluePlan**  
ENGINEERING

QUÉBEC | OWEN SOUND | LESTER | KITCHENER | ERIETER | HAMILTON | GTA  
1260 - 2ND AVENUE EAST, UNIT 1, OWEN SOUND, ON N4K 2J3  
TEL: 519-276-1855  
www.blueplan.ca

COMMERCIAL DEVELOPMENT

CALHOUN SUPER STRUCTURE

ECO PARKWAY, DUNDALK  
(TOWNSHIP OF SOUTHGATE)

GRADING AND SERVICING PLAN

DRAWN BY:	APPROVED BY:	PROJECT NO.:	DRAWING NO.:
L.P.H.	I.E.E.	222067	SP3
DESIGNED BY:	DATE:	SCALE:	
I.E.E.	JUNE 2022	1:400	

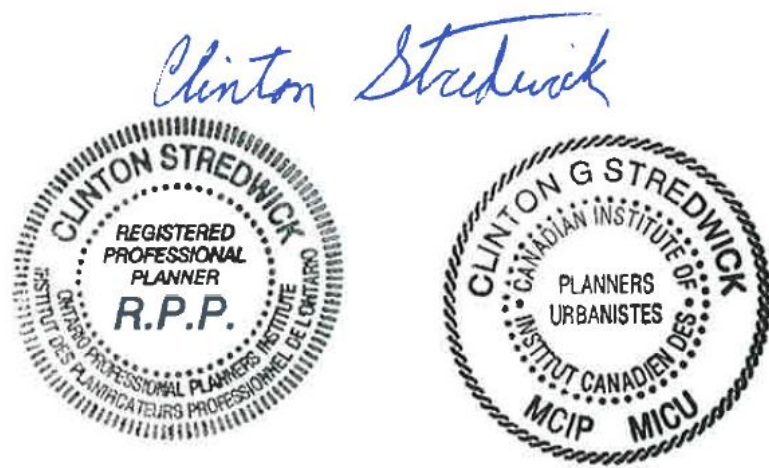
Drawing #3 Dated September 21, 2022

CROSS-SECTION A-A'  
SC = 1:100

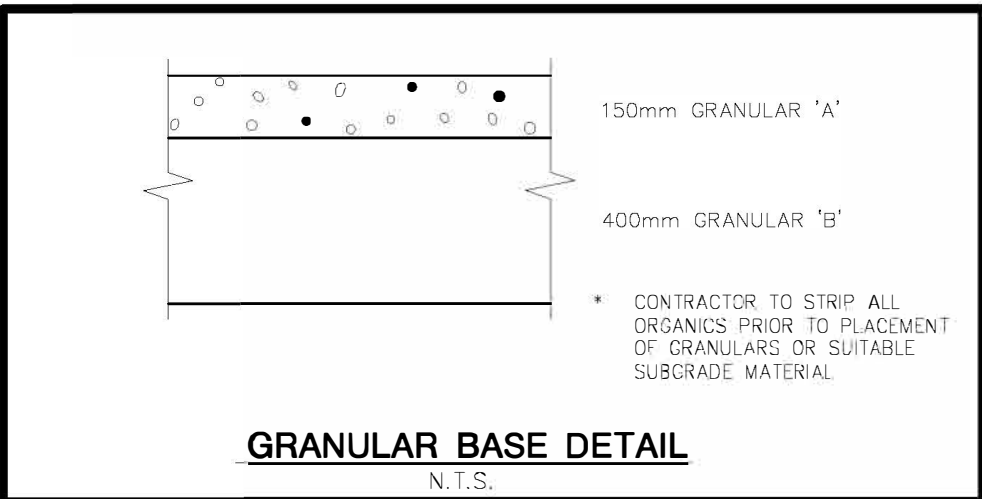
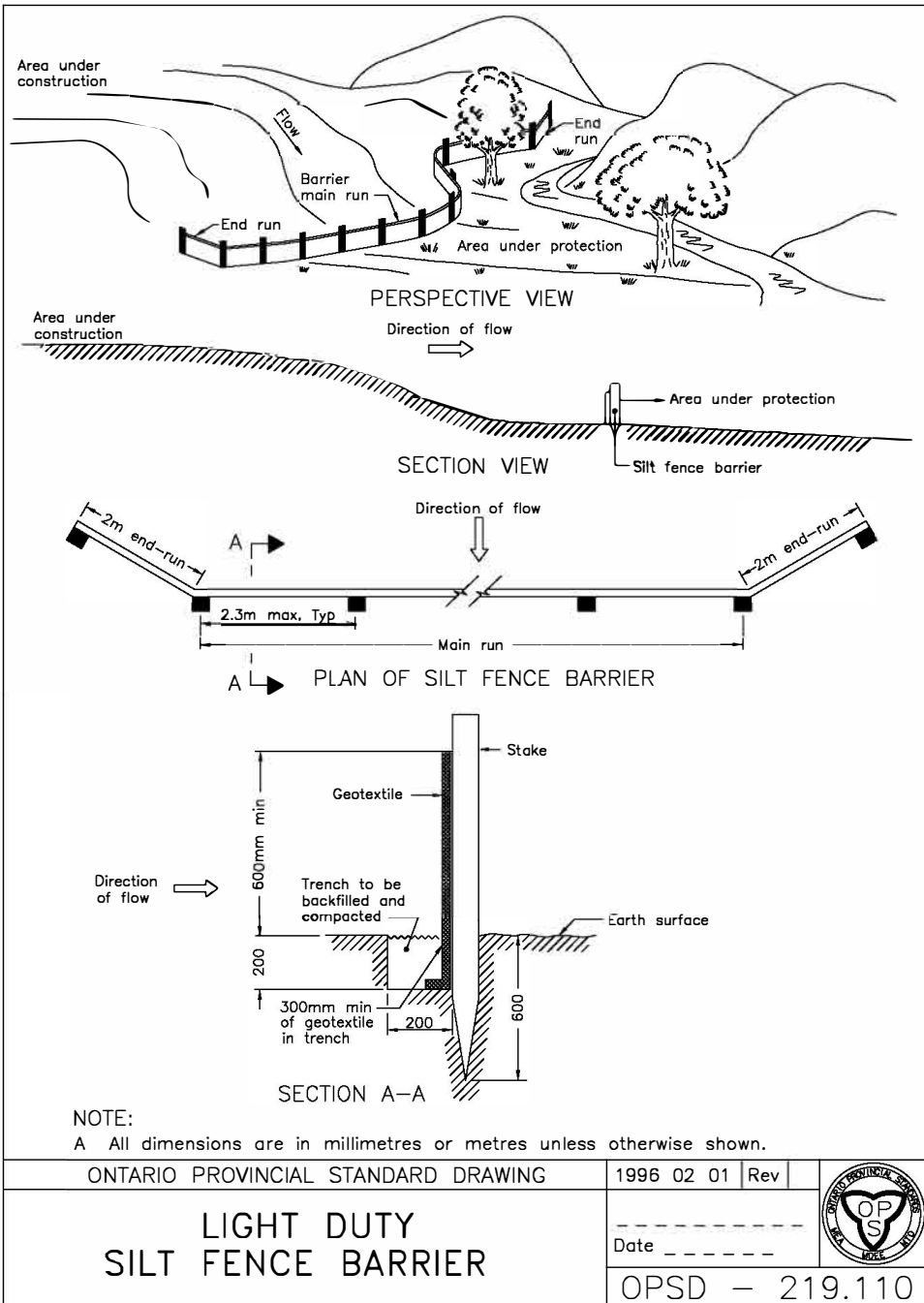
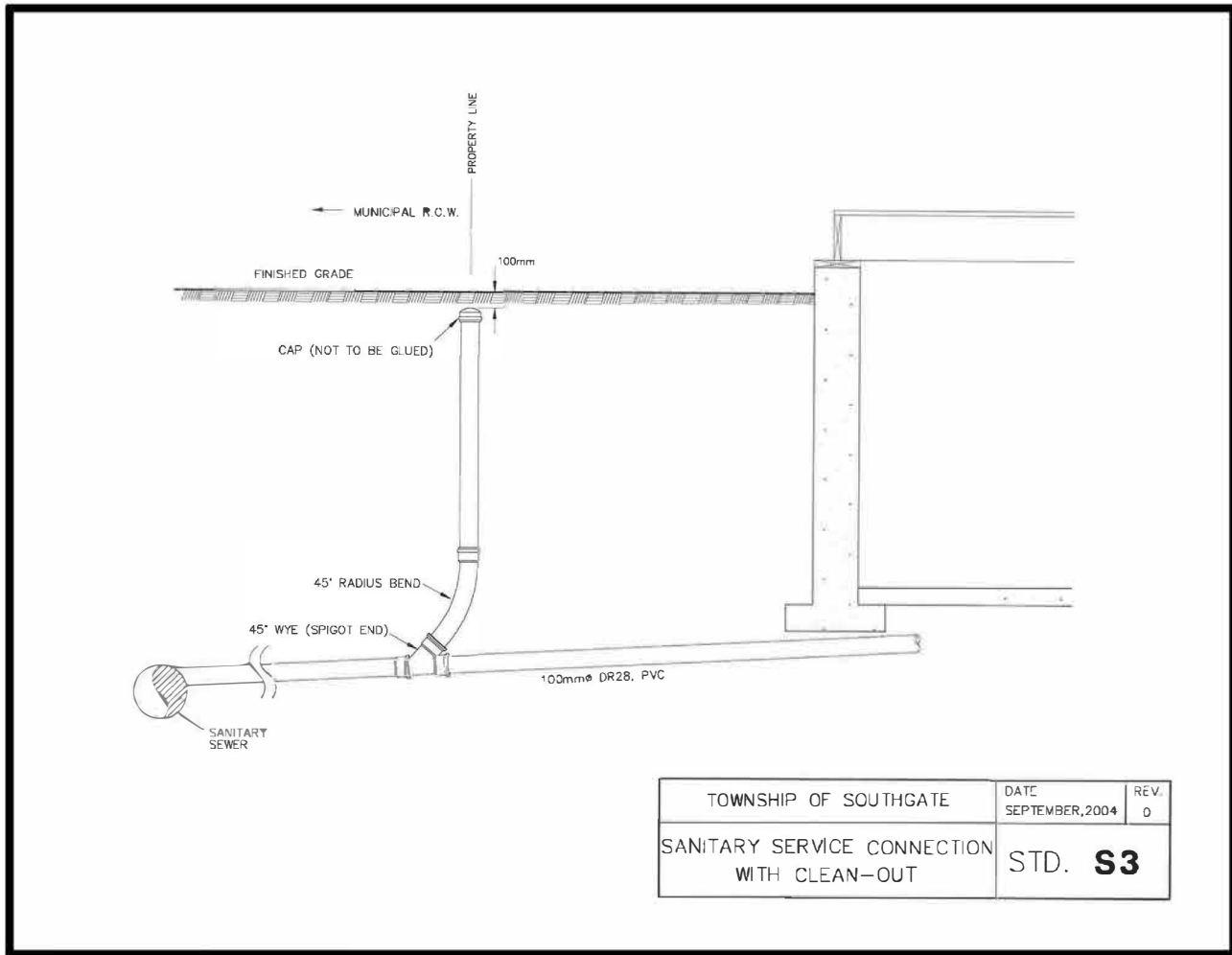








Drawing #5 Dated September 21, 2022



GENERAL NOTES

- DRAWINGS ARE NOT TO BE SCALED.
- ALL DIMENSIONS TO BE CHECKED AND VERIFIED ON THE SITE PRIOR TO ANY CONSTRUCTION. ANY DISCREPANCIES ARE TO BE REPORTED TO THE ENGINEER BEFORE PROCEEDING.
- UNLESS OTHERWISE NOTED ON THE DRAWINGS, THE STANDARD TOWNSHIP / GSCA, DRAWINGS AND OPSB ARE TO CONSTITUTE PART OF THIS CONTRACT AND DRAWINGS.
- REFER TO O.B.C. - 2012 STANDARDS AND SPECIFICATIONS AND TOWNSHIP SPECIFICATIONS AND STANDARD DRAWINGS FOR LIST OF APPROVED MANUFACTURERS AND MATERIALS.
- PRIOR TO CONSTRUCTION, THE ENGINEER IS TO BE NOTIFIED BY THE OWNER AND THE CONTRACTOR AS TO THE EXTENT OF THE CONSTRUCTION LIMITS THEY PROPOSE. THE TOWNSHIP, BUILDING AND PLUMBING OFFICIALS ARE TO BE NOTIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
- THIS PLAN IS TO BE READ IN CONJUNCTION WITH THE BUILDING PLAN, SERVICING PLANS, LANDSCAPE PLAN, SITE ELECTRICAL PLANS, AND ANY OTHER PLANS OR DRAWINGS WHICH DEPICT WORKS THAT ARE PROPOSED FOR THIS SITE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL AND SAFETY MEASURES DURING THE CONSTRUCTION PERIOD, INCLUDING THE SUPPLY, INSTALLATION AND REMOVAL OF ALL NECESSARY SIGNAGE, DELINEATORS, MARKERS AND BARRIERS. ALL SIGNS, ETC. SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS FOR THE CITY AND THE MTO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR ONTARIO.
- THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING UTILITIES PRIOR TO AND DURING CONSTRUCTION. LOCATION OF EXISTING UTILITIES TO BE VERIFIED IN THE FIELD.
- ALL UTILITIES SHALL BE LOCATED, SUPPORTED AND PROTECTED TO THE SATISFACTION OF THE UTILITY COMPANY DURING THE CONSTRUCTION PERIOD.
- THE CONTRACTOR IS TO OBTAIN, AND PAY FOR ANY NECESSARY PERMITS FOR ANY TOWNSHIP ROAD CUTS FOR THE INSTALLATION OF SANITARY, STORM, AND WATER SERVICE CONNECTIONS. ROAD CUTS TO BE RESTORED AS PER TOWNSHIP SATISFACTION.
- DRIVEWAYS SHALL BE SETBACK A MINIMUM CLEARANCE OF 1.0m FROM ALL ABOVEGROUND SERVICES OR OTHER OBSTRUCTIONS.
- ALL CONSTRUCTION WORK IS TO BE CARRIED OUT IN ACCORDANCE WITH THE REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS FOR CONSTRUCTION PROJECTS.

SEDIMENT AND EROSION CONTROL NOTES

- SITE WORKS ARE TO BE STAGED IN SUCH A MANNER THAT EROSION WILL BE MINIMIZED AND THAT BARRIERS AND SEDIMENTATION FACILITIES WITHIN THE SITE ARE PROVIDED TO CONTROL ANY EROSION THAT DOES OCCUR.
- ALL SILT FENCING TO BE INSTALLED PRIOR TO THE COMMENCEMENT OF ANY GRADING EXCAVATION OR DEMOLITION.
- STOCKPILES OF EARTH OR TOPSOIL ARE TO BE LOCATED AND PROTECTED TO MINIMIZE ENVIRONMENTAL INTERFERENCE. STOCKPILES SHOULD NOT BE LOCATED IMMEDIATELY ADJACENT TO DITCHES OR ROAD ALLOWANCES. EROSION CONTROL FENCING IS TO BE INSTALLED AROUND THE BASE OF ALL STOCKPILES. A PERIMETER DITCH LEADING TO A SETTLING AREA OR SEDIMENTATION TRAP SHOULD BE INSTALLED AROUND THE STOCKPILE.
- EROSION PROTECTION TO BE PROVIDED AROUND ALL STORM AND SANITARY MANHOLES CATCH BASINS, DITCHES, SWALES AND WATERCOURSES.
- EROSION CONTROL STRUCTURES ARE TO BE MONITORED WEEKLY AND AFTER RAINFALL EVENTS GREATER THAN 15mm. ANY DAMAGE TO STRUCTURES IS TO BE REPAIRED IMMEDIATELY. SEDIMENTS ARE TO BE REMOVED WHEN ACCUMULATIONS REACH A MAXIMUM OF 50% OF THE FENCE. CLOGGED FILTER MATERIALS SUCH AS CRUSHED STONE, STRAW BALES OR FILTER CLOTH MUST BE REPLACED AS REQUIRED.
- THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT MUNICIPAL ROADWAYS AND SIDEWALKS AREA CLEANED OF ALL SEDIMENTS FROM VEHICULAR TRACKING ETC. TO AND FROM THE SITE AT THE END OF EACH WORK DAY.

GENERAL TESTING AND INSPECTION NOTES

- TESTING OF ALL SERVICES ARE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR CONTACTING GM BLUEPLAN ENGINEERING LIMITED FOR THE COMPLETION OF ALL REQUIRED SITE INSPECTIONS.
- ALL STORM, SANITARY AND WATER SERVICE INSTALLATIONS MAY REQUIRE FIELD INSPECTION BY THE SITE SERVICING ENGINEER DURING INSTALLATION. INSPECTION SERVICES REQUIRE A MINIMUM OF 48 HOURS NOTICE.

SERVICING NOTES - STORM

- ALL STORM SEWERS TO BE PVC SDR 35 IN ACCORDANCE WITH CSA-B182.2 ASTM D-2779 AND ASTM D-3034 OR HDPE P3320 IN ACCORDANCE WITH CSA B182.6, ASTM D-3350 OR LATEST REVISIONS.
- BEDDING FOR STORM SEWERS AS PER OPSD 802.010, GRANULAR 'A', COMPACTED TO 98% SPD.
- EXISTING SEWER INVERTS, MATERIAL TYPE, AND SIZE TO BE CONFIRMED ON SITE PRIOR TO COMMENCEMENT OF CONSTRUCTION.

SANITARY

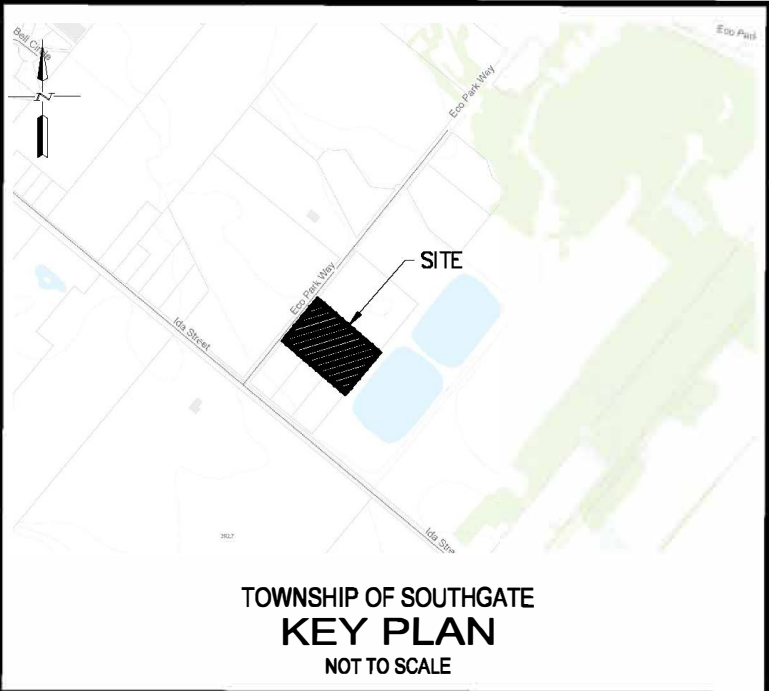
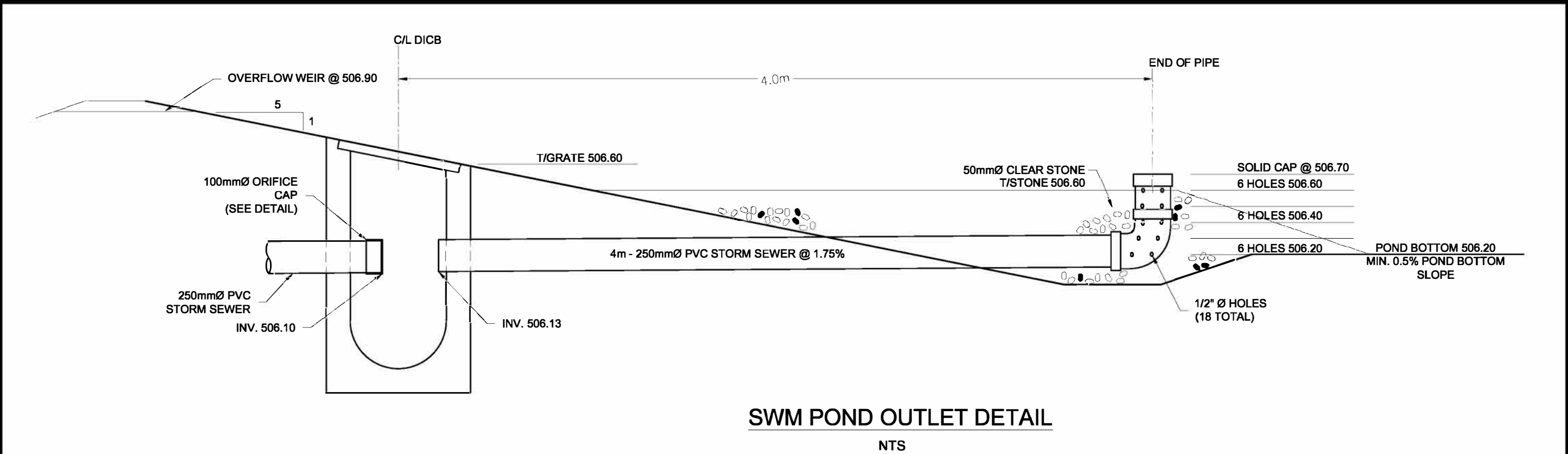
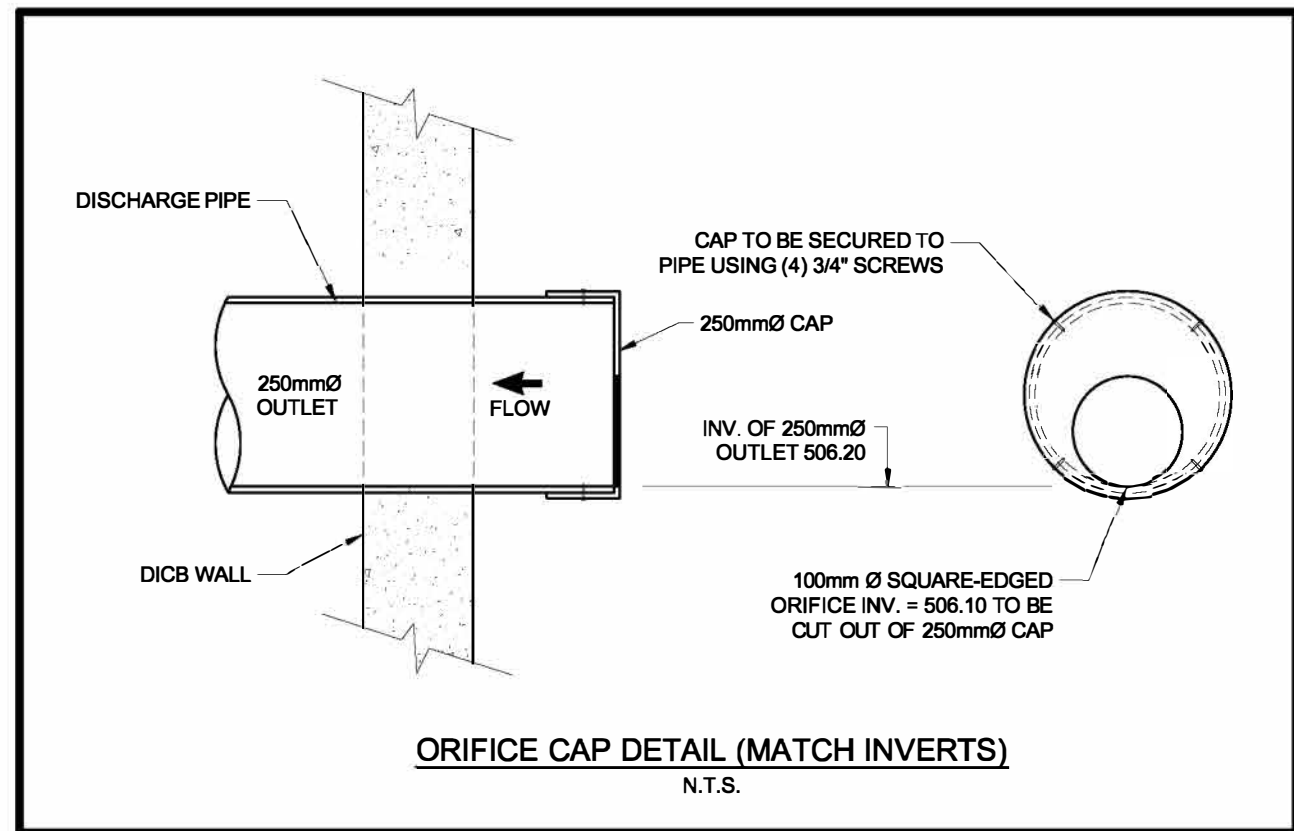
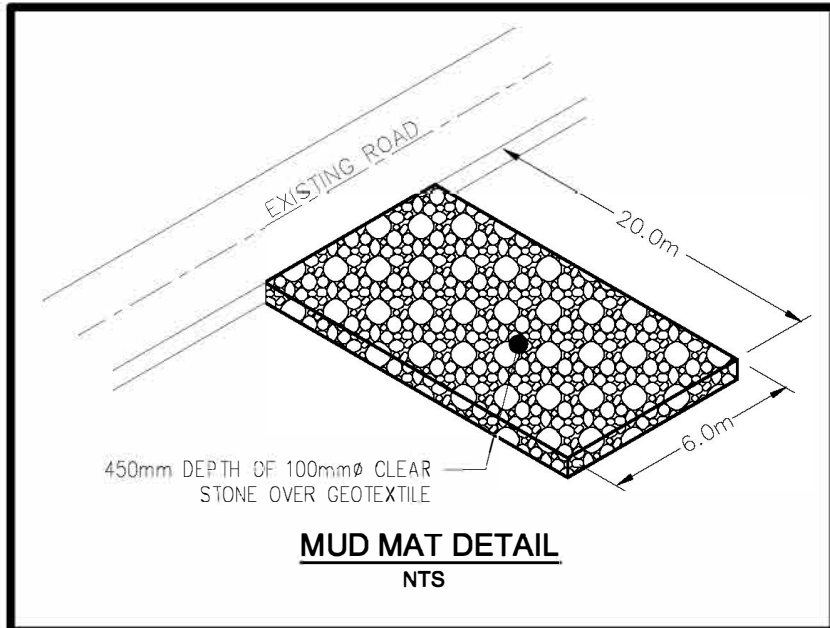
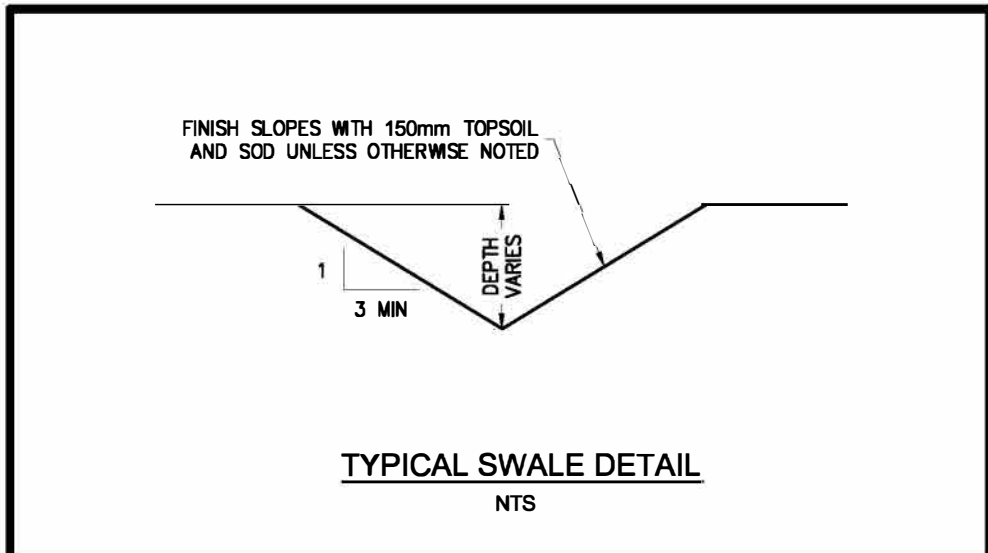
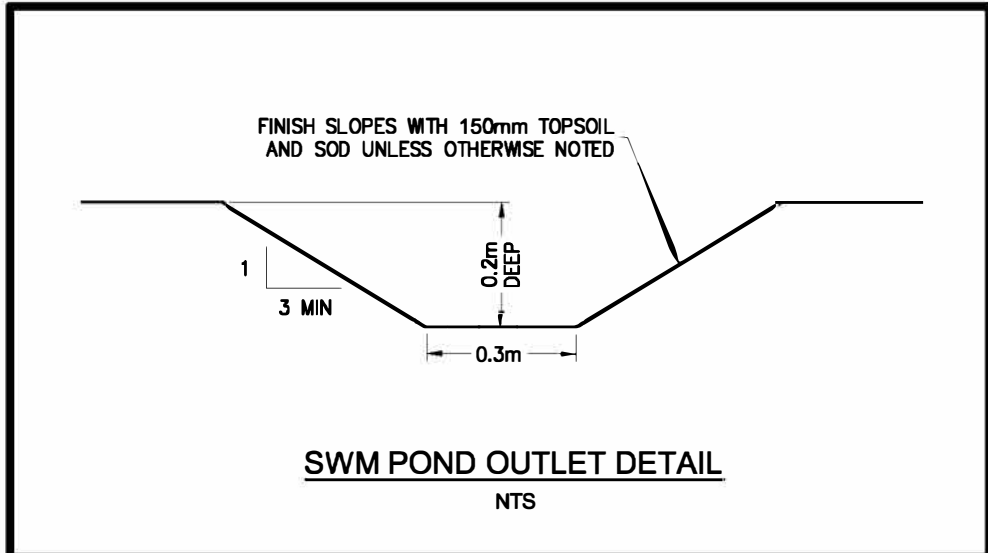
- ALL SANITARY SEWERS ARE TO BE PVC-DR 35 IN ACCORDANCE WITH CSA-B182.2, ASTM D-2779 AND ASTM D-3034 OR LATEST REVISIONS, RUBBER GASKET. SERVICES TO BE PVC-DR 28.
- EXISTING SEWER INVERTS, MATERIAL TYPE, AND SIZE TO BE CONFIRMED ON SITE PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- PROVIDE WATER TIGHT COVERS FOR SANITARY MANHOLES LOCATED IN PONDING AREAS.
- PRECAST MANHOLES TO BE MANUFACTURED TO REQUIREMENTS OF CSA A257.4 AND A.S.T.M. DESIGNATION C478M. 1200Ø MANHOLES AS PER OPSD 701.010, MANHOLE FRAMES AND COVERS AS PER OPSD 401.010 TYPE 'A'. BENCHING AS PER OPSD-701.021, TO SPRING LINE OF PIPE.
- BEDDING FOR PVC SANITARY SEWERS AS PER OPSD-802.010, GRANULAR 'A' COMPACTED TO 96% SPMD.
- ALL TESTING OF SANITARY SERVICES TO BE IN ACCORDANCE WITH O.B.C. - 2012 AND TOWNSHIP SPECIFICATIONS.

WATER

- 50mmØ WATER SERVICE PIPE TO BE MUNICIPEX CONFORMING TO CSA B137.3, INCLUDING #12 AWG COPPER CLAD STEEL TRACER WIRE COLOUR CODED BLUE. PIPE SHALL HAVE A MINIMUM COVER OF 2.0m.
- CURB STOP TO BE BALL STYLE, COMPRESSION ASSEMBLY, NO LEAD, EITHER CAMBRIDGE BRASS (SERIES 2020N) OR MUELLER (MUELLER 300) OR FORD METERBOX COMPANY (B44 SERIES).
- WATERMANS SHALL HAVE A MINIMUM VERTICAL SEPARATION OF 0.5m AND HORIZONTAL SEPARATION OF 2.4m BETWEEN ANY SEWER OR MANHOLE.
- FLUSHING, SWABBING, AND TESTING OF WATERMAIN SHALL BE CONDUCTED AS REQUIRED BY TOWNSHIP AND BY THE CONTRACTOR AS PER ONTARIO PROVINCIAL STANDARD SPECIFICATIONS.
- ALL WATERMAIN MATERIALS, INSTALLATION METHODS AND TESTING SHALL CONFORM TO OBC-2012 AND TOWNSHIP SPECIFICATIONS IN MUNICIPAL SERVICE STANDARDS.
- BACKFLOW PREVENTION IS TO BE PROVIDED TO TOWNSHIP STANDARDS FOR THE WATER SUPPLY INTERNAL TO PREVENT CONTAMINATION.
- PIPING TO BE INSULATED IF MINIMUM COVER CANNOT BE ACHIEVED.

GRADING

- THE GRADING PLAN IS TO BE READ WITH THE SITE SERVICES DRAWINGS.
- CONTRACTOR TO RESTORE AREAS ON PUBLIC R.O.W. OR ADJACENT LANDS THAT HAVE BEEN DISTURBED DURING CONSTRUCTION TO PREVIOUS CONDITION OR BETTER.
- ALL DRIVEWAY AND GRADING MATERIAL AND CONSTRUCTION METHODS MUST CONFORM TO CURRENT CITY STANDARDS AND SPECIFICATIONS.
- ALL FILL WITHIN THE SITE TO BE COMPACTED TO A MIN. OF 98% S<sub>id</sub> PROCTOR DRY DENSITY. ALL FILL WITHIN THE SITE PARKING AREA TO BE COMPACTED TO A MIN. OF 95% SPD. THE SUITABILITY OF ALL FILL MATERIALS ARE TO BE CONFIRMED BY A RECOGNIZED SOILS CONSULTANT TO THE DIRECTOR OF PUBLIC WORKS PRIOR TO INSTALLATION OF ANY ROAD BASE MATERIALS.
- LANDSCAPING SHALL NOT ENCRONCH ON BOULEVARD NOR SHALL BOULEVARD GRADES BE ALTERED UNLESS OTHERWISE SHOWN.
- SILT FENCE(S) TO BE INSTALLED AND MAINTAINED TO PREVENT SILT FLOWING ONTO ADJACENT LANDS. SITUATION CONTROL SHALL BE ERECTED PRIOR TO ANY GRADING OR CONSTRUCTION AND SHALL BE IN GOOD REPAIR THROUGHOUT THE CONSTRUCTION AND GRADING PHASES.
- ALL COMPACTION TO BE CERTIFIED BY A GEOTECHNICAL CONSULTANT.
- SLOPES IN LANDSCAPE AREAS AND ON BERMS SHALL NOT EXCEED 3 HORIZONTAL TO 1 VERTICAL, UNLESS NOTED OTHERWISE.



LEGEND:	
EXISTING CONDITIONS ELEVATION	AS RECORDED ELEVATION
PROPOSED ELEVATION	PROPOSED ELEVATION BELOW DECK
SWALE DRAINAGE	SURFACE DRAINAGE
PROPOSED BUILDING ACCESS	NOTE: ELEVATION IN METRES.
LOT CALCULATIONS	
OVERALL LOT AREA	24,086.3m <sup>2</sup>
AREA OF PROPOSED BUILDING #1 FOOTPRINT	1866.1m <sup>2</sup>
AREA OF PROPOSED BUILDING #2 FOOTPRINT	1866.1m <sup>2</sup>
LOT COVERAGE IN PERCENTAGE	15.4%

#1 BENCHMARK ELEV. - 509.14m

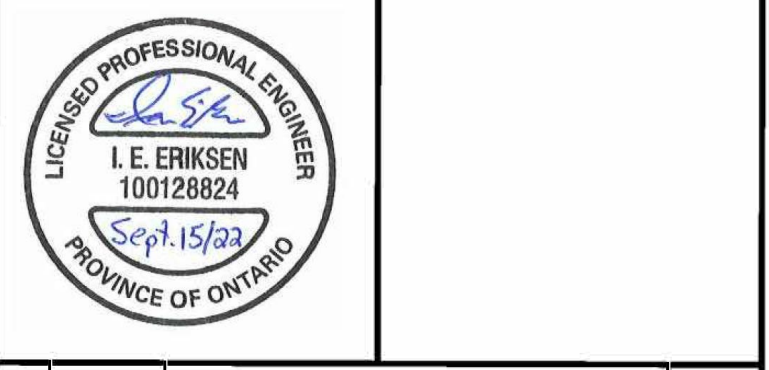
TOP OF IB LOCATED IN NORTHERN MOST CORNER OF SUBJECT PARCEL.

#2 BENCHMARK ELEV. - 507.99m

TOP OF SB LOCATED IN WESTERLY MOST CORNER OF SUBJECT PARCEL.

THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SEWERS AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS AND, WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED.

BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR ANY DAMAGE TO THEM.



NO.	DATE	REVISION DESCRIPTION	CHKD
2	09/15/2022	REVISED PER TOWNSHIP AND GRCA COMMENTS	I.E.E.
1	08/10/2022	ISSUED FOR SITE PLAN APPROVAL	I.E.E.

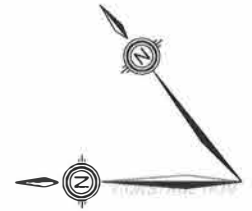


COMMERCIAL DEVELOPMENT			
CALHOUN SUPER STRUCTURE			
ECO PARKWAY, DUNDALK (TOWNSHIP OF SOUTHGATE)			
DETAILS AND NOTES			
DRAWN BY:	APPROVED BY:	PROJECT NO.:	DRAWING NO.:
L.P.H.	I.E.E.	220667	SP5
DESIGNED BY:	DATE:	SCALE:	
I.E.E.	JUNE 2022	1:400	

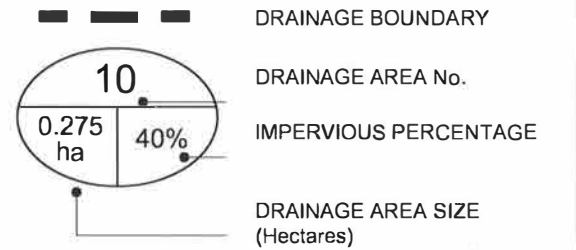


FILE:W:\OwenSound\222-2022\222067 Site Plan - Eco Park Way, Dundalk - Calhoun Super-Structure\Drawings\222067 SP - LPH (August 10).dwg LAYOUT:Fig 3  
LAST SAVED BY: Lheathers, 8/12/2022 11:04:10 AM PLOTTED BY: Lukas Heathers - GM BluePlan 8/12/2022 11:40:10 AM

222067  
Calhoun Super Structure  
Village of Dundalk



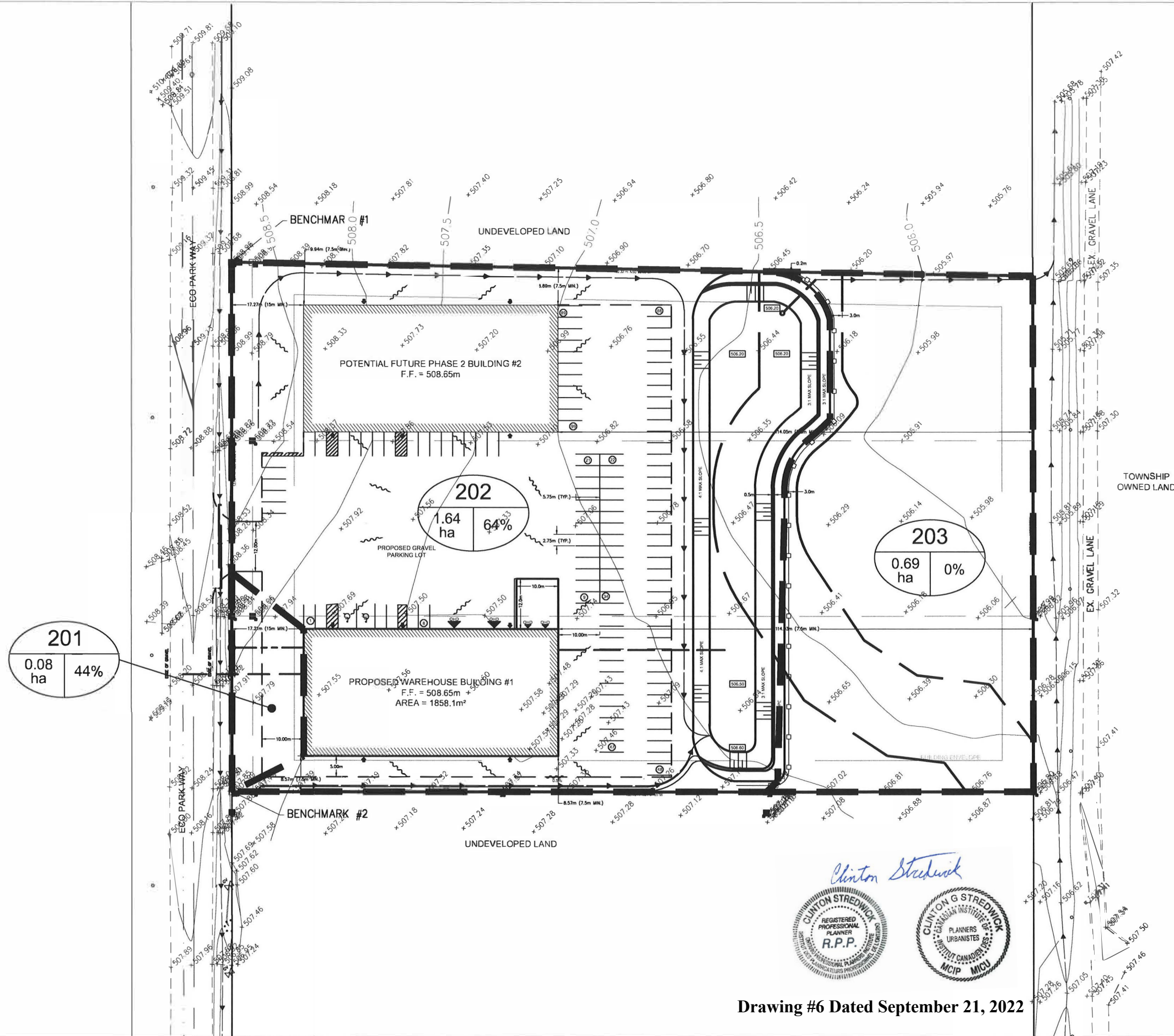
LEGEND



Scale = 1:1000  
August 2022

POST-DEVELOPMENT  
DRAINAGE PLAN

Figure No. 3



Drawing #6 Dated September 21, 2022



185667 Grey County Road 9  
RR 1  
Dundalk, Ontario  
N0C 1B0  
[www.southgate.ca](http://www.southgate.ca)

**Township of Southgate  
Council**

## MEMORANDUM

**SUBMITTED:** September 14, 2022      **FOR MEETING:** September 21, 2022  
**TO:** Council  
**FROM:** Councillor Barbara Dobreen  
**RE:** Notice of Motion regarding Policy #21 - Council Member  
Compensation, Expenses, Meeting Claims Guidance and Approval

**Recommendation One:**

**Be it resolved that** pursuant to section 24.12 of the Procedural By-law, Council amend something previously approved and adopted, being Resolutions 2022-536 and 2022-538, regarding Policy 21 and the corresponding Bylaw - Council Member Compensation, Expenses, Meeting Claim Guidance and Approval; and

**That** Council put the discussion back on the floor to determine whether the wording of Section 4.3 is as Council intended and, if not, consider amending the policy and bylaw if warranted at the September 21<sup>st</sup>, 2022 Council meeting. (2/3 vote required)

---

Respectfully submitted,

*Original Signed By*

Barbara Dobreen



185667 Grey County Road 9  
RR 1  
Dundalk, Ontario  
N0C 1B0  
[www.southgate.ca](http://www.southgate.ca)

**Township of Southgate  
Council**

## MEMORANDUM

**SUBMITTED:** September 14, 2022      **FOR MEETING:** September 21, 2022  
**TO:** Council  
**FROM:** Councillor Barbara Dobreen  
**RE:** Notice of Motion regarding Amending Policy #21 - Council Member  
Compensation, Expenses, Meeting Claims Guidance and Approval

**Comment:**

If the discussion by Council confirms that the wording of Section 4.3 of Policy 21 is as Council intended, then the following is not required and it shall be withdrawn. If, however, an amendment is deemed to be required, please consider the following:

**Recommendation Two:**

**Whereas**, Policy 21 was approved by Resolution No. 2022-536 and adopted by Bylaw 2022-114 at the August 18<sup>th</sup>, 2022 Council Meeting, Resolution 2022-538; and

**Whereas**, historically, Council members have been compensated at the full day per diem rate for all Council, Special Council, Budget and Committee of the Whole meetings where quorum is required and decisions are made to advance the business of the municipality regardless of the time required to do so; and

**Whereas**, historically, it was the expectation that Council members remain available on a Council meeting day for as long as is required to complete an agenda; and

**Whereas**, the revised Policy #21, Section 4.3 is worded such that future Council members will now be remunerated at the half day per diem rate instead of the full day per diem rate when meetings run less than 4 hours; and

**Whereas**, compensating members at the half day per diem rate may not consider the wages lost by a member who may be required to take the full day off from their employment or business in order to be available for the time required to conduct the business of Council;

**Now therefore be it resolved that Council amend Policy 21**, Section 4.3 to add a clause to reflect that Regular, Special and COW/Council meetings {where quorum is required and decisions are to be made to advance the business of the Township regardless of the time required to do so}, are to be paid at a full day per diem rate; and

**That** Council consider adopting Policy #21 by Municipal By-Law at the October 5<sup>th</sup>, 2022 Council Meeting.

Respectfully submitted,  
*Original Signed By*  
Barbara Dobreen



## **Staff Report HR2022-046**

**Title of Report:** Finance Staff Updates  
**Department:** Human Resources  
**Council Date:** September 21, 2022

### **Recommendation:**

**Be it resolved that** Council receive Staff Report HR2022-046 for information.

### **Background:**

At the September 7<sup>th</sup>, 2022 Council Meeting, the following resolution was approved as part of the Consent Items:

**Moved By** Councillor Rice **Seconded By** Councillor Dobreen

**Be it resolved that** Council receive Staff Report HR2022-045 for information.

The report informed Council of the internal hiring for the Finance Assistant – Utilities and General Receivables role. Due to the internal hiring, the temporary contract position of Customer Service & Support became vacant.

### **Staff Comments:**

Clerks:

Staff contacted candidates that previously applied to the contract position and interviewed a candidate that was still interested. Tracie Strathy was the successful candidate for the 4 month contract of Customer Service & Support.

Finance:

The position of Finance Assistant – Payables & Payroll has now become vacant, and the job posting has been posted both internally and externally due to Jenna Voss submitting her resignation on September 13, 2022. Jenna's last day of work is September 26, 2022.

### **Financial Implications:**

There are no financial implications as a result of this report as these positions were approved in the 2022 budget.

### **Communications & Community Action Plan Impact:**

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

### **Concluding Comments:**

1. That Council receive this report as information.
2. That Council receive Jenna Voss' resignation and wish her best of luck in the future.



Respectfully Submitted,

***Original Signed By***

**Human Resources:**

Kayla Best, HR Coordinator/ Assistant to the CAO

**Dept. Head Approval:**

***Original Signed By***

Lindsey Green, Clerk

**Dept. Head Approval:**

***Original Signed By***

William Gott, Treasurer

**CAO Approval:**

***Original Signed By***

Dave Milliner, CAO

**Attachments:**

None.

**Accounts Payable**

CIBC - 1 - Standard Cheque Register By Date

08/01/2022 thru 08/31/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
042059	08/03/2022	001004	BARCLAY WHOLESALE	337.32
	Invoice 54409		07/11/2022 REC-KRUD GRAFFITTI REMOVER X2	58.20
	Invoice 54938		07/04/2022 REC-PUSH PADDLE DISPENSER	0.01
	Invoice 54641		06/27/2022 REC/POOL-MURIATIC ACID 20L X4	279.11
042060	08/03/2022	001011	ACKLANDS GRAINGER	368.30
	Invoice 9385124947		07/21/2022 WST-LABELS 4X4 CLS 2 DIV	10.86
	Invoice 9386540273		07/22/2022 JH&SC-SFTY HATS X4	357.44
042061	08/03/2022	001044	ANCHEM SALES	1,239.61
	Invoice IN5938		07/19/2022 WATER CHEMICALS	1,284.81
	Invoice CM3038		07/11/2022 WATER CHEMICALS	-45.20
042062	08/03/2022	002047	BROADLINE EQUIPMENT RENTALS LTD	7,152.88
	Invoice 93075		06/21/2022 RDS-LINK BELT 135-DAMS	1,515.75
	Invoice 91833		05/19/2022 RDS-WOOD CHIPPER	734.50
	Invoice 93347		06/29/2022 EMRG-WOODCHIPPER HOLST DAM	446.35
	Invoice 92721		06/30/2022 CAP/RD26-ROLLER PACKER	4,429.60
	Invoice 93906		07/11/2022 EMERG-HOLST DAM DANGER SIGN	26.68
042063	08/03/2022	003076	STAPLES PROFESSIONAL	430.55
	Invoice 59998691		07/14/2022 FIN-FINGER TIPS LG RETURN	-5.52
	Invoice 60035179		07/19/2022 FIN-ENVELOPES X10	436.07
042064	08/03/2022	003089	SUNBELT RENTALS OF CANADA INC.	7,917.89
	Invoice 74728258-0001		07/02/2022 EMRG-HOLST DAM SOLIDS VAC PUM	7,917.89
042065	08/03/2022	003092	CADUCEON ENTERPRISES INC.	1,406.66
	Invoice 22-11629		07/26/2022 DDLK WATER TESTING	515.31
	Invoice 22-11619		07/26/2022 RDS-HOLST WTR TESTING	18.63
	Invoice 22-11622		07/26/2022 REC-OPTIMIST EGRMT WTR TESTIN	18.63
	Invoice 22-11624		07/26/2022 REC-SWINTON PARK WATER TESTII	18.63
	Invoice 22-11626		07/26/2022 REC-HPVL BALLPRK WATER TESTIN	18.63
	Invoice 22-11620		07/26/2022 REC-HOLST PARK WATER TESTING	18.63
	Invoice 22-11627		07/26/2022 MUNPROP-OFFICE WTR TESTING	18.63
	Invoice 22-11525		07/25/2022 DDLK WATER TESTING	186.34
	Invoice 22-11526		07/25/2022 DDLK WATER TESTING	139.78
	Invoice 22-11527		07/25/2022 DDLK WATER TESTING	44.51
	Invoice 22-11528		07/25/2022 DDLK SEWAGE TESTING	222.60
	Invoice 22-11440		07/25/2022 DDLK WATER TESTING	186.34
042066	08/03/2022	004002	D.V. ELECTRIC	339.00
	Invoice 2868		07/26/2022 WST-FUEL PUMP/DISCONNECT REPA	339.00
042067	08/03/2022	004004	DA-LEE PAVEMENT PRODUCTS LP	8,853.17
	Invoice INV0089063		06/21/2022 RDS-LIQ CALCM CHLOR SPRAY-DUSE	8,853.17
042068	08/03/2022	004032	DEWAR SERVICES	152.73
	Invoice 17372		07/21/2022 WTR-HIGH LIFT PUMP REPAIR WIRE	152.73
042069	08/03/2022	004071	DUNDALK FOODLAND	64.66
	Invoice Tran7552		06/14/2022 WTR-BAGGED ICE	2.79
	Invoice Tran1471		07/25/2022 CEM-PERENNIALS/TOPSOIL	61.87
042070	08/03/2022	004081	DUNWOOD SIGNS & TEXTILES INC.	515.28
	Invoice 6828		07/18/2022 REC/POOL-LIFEGUARD TEES/TANKS	403.41
	Invoice 6831		07/21/2022 BLDG-VEHICLE LOGOS	111.87

**Accounts Payable**

CIBC - 1 - Standard Cheque Register By Date

08/01/2022 thru 08/31/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
042071	08/03/2022	005017	ELECTRICAL SAFETY AUTHORITY	5,146.02
	Invoice 99113270		07/15/2022 SWR/WTR-CONT'D SAFETY SERVICE	5,146.02
042072	08/03/2022	005037	EVANS UTILITY & MUNICIPAL PROD	1,131.24
	Invoice 0000166088		07/21/2022 CAP/WTR-METER REG E-CODERS	1,131.24
042073	08/03/2022	008001	H. BYE CONSTRUCTION LIMITED	2,000.10
	Invoice 24699		07/07/2022 CAP/RD26-JUNE 8/9 TRUCK RENTAL	2,000.10
042074	08/03/2022	008014	HARTMAN COMMUNICATIONS	604.55
	Invoice 43115		07/21/2022 FIRE-BATTERY	604.55
042075	08/03/2022	008027	HIGHLAND SUPPLY	187.86
	Invoice 307115		07/12/2022 FIRE-CHAINSAW CHAINS	64.35
	Invoice 307393		07/21/2022 RDS-STIHL TRIMR TRIGGER REPAIR	100.05
	Invoice 307362		07/20/2022 RDS-POLY CUT FINGERS	23.46
042076	08/03/2022	008034	HOLSTEIN FEED MILL (2015) LTD	67.80
	Invoice 00009659		06/17/2022 RDS/REC-SOFTENER SALT CLN&PR	67.80
042077	08/03/2022	008041	HWY 4 TRUCK SERVICE LTD.	4,574.89
	Invoice 112659		07/07/2022 WST-BULK DEF	1,209.24
	Invoice 112656		07/07/2022 WST-BULK DEF	1,179.95
	Invoice 112928		07/18/2022 WST-PIPE PLUG	0.57
	Invoice 112725		07/12/2022 WST-ROTELLA/FUEL FLTR KIT/OIL	683.38
	Invoice 112971		07/21/2022 WST-OIL CHANGE/FILTERS/AIR BAG	1,501.75
042078	08/03/2022	012010	LIBRARY BOUND INC	788.45
	Invoice 30132018		07/07/2022 LIBRARY BOOKS	788.45
042079	08/03/2022	013011	MAPLE LANE FARM SERVICE INC.	18.57
	Invoice 1251533		07/18/2022 RDS-#113 SNAP RING/METRIC BOLT	18.57
042080	08/03/2022	013035	MCDONALD HOME HARDWARE	1,066.51
	Invoice 113243		07/18/2022 REC-HDMI CBL/PERM COMB SAFE X	180.77
	Invoice 113355		07/21/2022 REC/POOL-DSP VYNL GLOVES	45.18
	Invoice 113013		07/11/2022 RDS-TIRE PLUG KIT	8.46
	Invoice 113145		07/15/2022 RDS-ENRGZ ALK BATTERIES	27.10
	Invoice 113144		07/15/2022 RDS-ALK RST PAINT	71.18
	Invoice 113133		07/14/2022 WST-RAGS/CLNR SPRY/FUNL/POW	109.88
	Invoice 112925		07/08/2022 RDS-PIPE REPAIR KIT	23.72
	Invoice 113433		07/25/2022 REC/POOL-MENDER KT	7.90
	Invoice 113020		07/11/2022 REC-BALL VALV/SED FAUCET/TAPE	58.81
	Invoice 113039		07/12/2022 REC-STOP LAMP/INSECTICIDE	36.70
	Invoice 113126		07/14/2022 REC-LINE MARKING POWDER	131.03
	Invoice 113254		07/18/2022 REC-STRGHT STP VALVE	10.95
	Invoice 113003		07/11/2022 WIR-WHIPOLY TUBING	166.11
	Invoice 113366		07/21/2022 SWR-UTILITY PAIL	6.20
	Invoice 113476		07/26/2022 RDS-ALK RST PAINT	71.18
	Invoice 113287		07/19/2022 RDS-RAD COOLANT/SQR SHOVELS	70.03
	Invoice 113314		07/20/2022 RDS-SINGLE SIDED KEYS	7.44
	Invoice 113267		07/19/2022 RDS-ENRGZ ALK BATTERIES	33.87
042081	08/03/2022	013097	MCDUGALL ENERGY INC.	3,109.93
	Invoice 5953153		07/25/2022 HOLSTEIN DEPOT DYED DIESEL	3,109.93
042082	08/03/2022	016014	PENINSULA OVERHEAD DOORS	604.78
	Invoice 160491		07/15/2022 RDS-3" TRACK/14' STRGHT TRACKS	604.78

## Accounts Payable

CIBC - 1 - Standard Cheque Register By Date

08/01/2022 thru 08/31/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
042083	08/03/2022	016040	PREMIER EQUIPMENT LTD	889.09
	Invoice 1417950		06/17/2022 RDS-PLUS-50 X5/ENV LEVY	889.09
042084	08/03/2022	016042	PRINT ONE	950.78
	Invoice 625		07/15/2022 FIN-TAX BILLS 5,000	950.78
042085	08/03/2022	018027	RIVERSIDE EQUIPMENT REPAIR	1,995.48
	Invoice 12774		06/30/2022 RDS-DRAIN GRATES/GBG TRCK/FLA	1,995.48
042086	08/03/2022	018032	ROBERT'S FARM EQUIPMENT	216.16
	Invoice P60455		07/07/2022 RDS-AIR ELEMENT/PREM OIL	216.16
042087	08/03/2022	019001	S & E LAWN CARE & SNOWREMOVAL LTD	11,187.00
	Invoice 2022-0581		07/12/2022 RDS-ROADSIDE GRASS CUTTING	11,187.00
042088	08/03/2022	019031	SHELburne MEMORIALS LIMITED	5,734.75
	Invoice 18410		07/08/2022 CEM-COL X6	3,955.00
	Invoice 18387		07/05/2022 CEM-FOUNDATIONS X3	1,779.75
042089	08/03/2022	019084	SUPERIOR TIRE SALES & SERVICE	479.69
	Invoice SUP0050091		07/11/2022 WST-MEDIUM TIRE FLAT REPAIR	137.30
	Invoice SUP0049947		06/29/2022 RDS-FLAT TIRE REPAIR	342.39
042090	08/03/2022	020044	TRITON ENGINEERING SERVICES LTD	40,963.48
	Invoice 53207		06/30/2022 R-A4183-ARTEMESIA MAY/JUN PLAN	1,331.14
	Invoice 53274		06/30/2022 CAP/WW-W4609 CLASS EA WW-JUN	3,541.14
	Invoice 53272		06/30/2022 CAP/WTR-T4612 ELVTD TOWER-JUN	7,608.86
	Invoice 53238		06/30/2022 CAP/WTR-M5621 VICTORIA ST-JUNE	11,108.15
	Invoice 53201		06/30/2022 A4160 GEN ADVSRY-DC SRVC STND	1,040.73
	Invoice 53236		06/30/2022 CAP-G4600 ECO PKWY EXTNSN-SW	292.90
	Invoice 53275		06/30/2022 CAP-W4614 ECO PKWY LPS MAR-JU	1,681.72
	Invoice 53198		06/30/2022 R-A4152 WHITE ROSE MAY-JUNE	2,281.81
	Invoice 53199		06/30/2022 R-A4153 REALE FLATO W JAN-MAY	843.55
	Invoice 53200		06/30/2022 R-A4154 FLATO GLENELG PH3-JUNE	1,402.90
	Invoice 53202		06/30/2022 R-A4167 FLATO DEV PH7/8/10-JUN	3,702.54
	Invoice 53204		06/30/2022 R-A4169 FLATO N PH4-6 MAY-JUN	857.62
	Invoice 53203		06/30/2022 R-A4169 FLATO N MAY/JUNE	2,717.74
	Invoice 53205		06/30/2022 R-A4171 FLATO GLENELG-JUNE	583.65
	Invoice 53206		06/30/2022 R-A4182 SEGCHC-JUNE SITE PLAN	1,969.03
042091	08/03/2022	021007	USTI CANADA, INC.	2,938.00
	Invoice 359860		07/28/2022 BLD/BYLV-USER LCNS FEE Q10630I	2,938.00
042092	08/03/2022	023012	WATSON & ASSOCIATES ECONOMISTS LTD.	4,009.01
	Invoice 0029667		06/30/2022 FIN-'22 DC BACKGRND ENDG JUN06	4,009.01
042093	08/03/2022	023039	WORK EQUIPMENT	257.54
	Invoice 054401		07/18/2022 RDS-RH SIDE PANEL/STUD/SN RING	257.54
042094	08/03/2022	025002	YOUNG'S BUILDING MATERIALS INC.	79.42
	Invoice 780793		07/18/2022 RDS-ALK RST PAINT-SIGNS	71.18
	Invoice 780580		07/15/2022 MUNPROP-TOILET LEVER	8.24
042095	08/03/2022	098002		1,000.00
	Invoice 07/21/22		07/21/2022 RETURN PARTIAL PYT-TAX REGISTF	1,000.00
042096	08/03/2022	098002		150.00

**Accounts Payable**

CIBC - 1 - Standard Cheque Register By Date

08/01/2022 thru 08/31/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
	Invoice August 2022		08/02/2022 MUZZLE ORDER APPEAL	150.00
042097	08/03/2022	098002		400.00
	Invoice 2022-27		07/27/2022 ENTRANCE PERMIT DEPOSIT REFUI	400.00
042098	08/03/2022	098002		400.00
	Invoice 2022-23		07/28/2022 ENTRANCE PERMIT DEPOSIT REFUI	400.00
042099	08/03/2022	098002		400.00
	Invoice 2021-20		07/28/2022 ENTRANCE PERMIT DEPOSIT REFUI	400.00
042100	08/03/2022	099001	12473020 CANADA INC.	1,864.50
	Invoice 1006		06/10/2022 CEM-GRAVE OPEN/CLOSE	621.50
	Invoice 1007		07/01/2022 CEM-GRAVE OPEN/ CLOSE	621.50
	Invoice 1004		05/25/2022 CEM-GRAVE OPEN/CLOSE	621.50
042101	08/03/2022	099002	CHAMPION COMMERCIAL PRODUCTS INC.	394.69
	Invoice 558048		07/20/2022 WTR-PROCELL AA ALK BATTERIES	394.69
042102	08/03/2022	099002	COMMON GROUNDS	40.00
	Invoice 000003		07/28/2022 SOC FUND PARTING GIFT	40.00
042103	08/03/2022	099002	COX CONSTRUCTION LIMITED	357,956.21
	Invoice 11766		07/19/2022 CAP/RD73-PYT#1 RCYCLD COLD MI>	357,956.21
042104	08/03/2022	099004	HOMEWOOD HEALTH INC.	2,684.88
	Invoice H512257		06/01/2022 JUN'22-MAY'23 EMPL ASSISSTANCE	488.16
	Invoice H506675		06/01/2022 JUN'22-MAY'23 EMPL ASSISSTANCE	2,196.72
042105	08/03/2022	099005	J.D. BARNES LIMITED	7,757.04
	Invoice T145900-14		07/15/2022 CAP/RDS-LEGAL BOUNDARY SURVE	7,757.04
042106	08/03/2022	099005	JD MOBILE REPAIR SERVICE	206.23
	Invoice 408.		07/14/2022 RDS-INSTALL SEAT CUSHION	206.23
042107	08/03/2022	099006	NITHWOOD ENTERPRISES INC.	2,478.09
	Invoice 9873		07/12/2022 WST-FILRITE ELEC FUEL PUMP PKG	2,478.09
042108	08/03/2022	099006	ONTARIO CLEAN WATER AGENCY	10,263.89
	Invoice INV00000023389		07/20/2022 SWR-LAGOON TEST-ALUM SULPHA	10,263.89
042109	08/03/2022	099009	WEATHERALL DOCK & DREDGE	149,499.00
	Invoice 1362		07/15/2022 EMRG-MOBILIZE DAM-SUPPLY BEAM	149,499.00
042110	08/22/2022	001004	BARCLAY WHOLESALE	879.87
	Invoice 53976		06/13/2022 POOL-MURIATIC ACID 20L X4	279.11
	Invoice 53917		06/06/2022 REC-CLNR/PPR TWL/GBG BAGS/SO/	600.76
042111	08/22/2022	001044	ANCHEM SALES	1,239.61
	Invoice IN6353		07/28/2022 WATER CHEMICALS	1,204.01
	Invoice CM3138		07/25/2022 WTR-PALLET DEPOSIT REFUND	-45.20
042112	08/22/2022	002017	BELL MOBILITY - W.P.C.I. CEDAR POINT	164.11
	Invoice CEDARIN20064		06/02/2022 RDS-IPHONE 11-	164.11
042113	08/22/2022	002047	BROADLINE EQUIPMENT RENTALS LTD	941.57
	Invoice 89793E		07/29/2022 EMERG-TOILET RENTAL	269.79
	Invoice 94294		07/26/2022 RDS-REVERSE PLATE PACKER	231.08

## Accounts Payable

CIBC - 1 - Standard Cheque Register By Date

08/01/2022 thru 08/31/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
	Invoice 92909		07/27/2022 EMERG-TOILET RENTAL-FLOODING	440.70
042114	08/22/2022	003089	SUNBELT RENTALS OF CANADA INC.	322.95
	Invoice 74828401-0001		07/12/2022 EMERG-SANDBAGS X2-HOLST DAM	322.95
042115	08/22/2022	003092	CADUCEON ENTERPRISES INC.	602.51
	Invoice 22-12291		07/29/2022 DDLK WATER TESTING	186.34
	Invoice 22-12870		08/10/2022 DDLK SEWAGE TESTING	154.37
	Invoice 22-12868		07/29/2022 DDLK WATER TESTING	261.80
042116	08/22/2022	004039	DILLMAN SANITATION LTD	135.60
	Invoice 16584		08/06/2022 WST-DBL WASH STATION AUG-SEP	135.60
042117	08/22/2022	004069	DUNDALK EQUIPMENT	126.39
	Invoice 001605		08/02/2022 CEM-MOWER PARTS	126.39
042118	08/22/2022	004071	DUNDALK FOODLAND	54.62
	Invoice Tran71		07/19/2022 WTR-BAGGED ICE	2.79
	Invoice Tran9515		07/19/2022 RDS-BATTERIES	15.75
	Invoice Tran7828		05/11/2022 POOL-CLOTHS/DISINFECTANT	9.02
	Invoice Tran7963		05/16/2022 POOL-GLASS CLEANER	2.81
	Invoice Tran6587		05/12/2022 POOL-BLEACH/CLEANERS	24.25
042119	08/22/2022	005039	EXCEL BUSINESS SYSTEMS	1,309.33
	Invoice 453814		07/30/2022 FIRE-JULY COPIES	27.56
	Invoice 455124		07/30/2022 BLDG-JULY COPIES	288.70
	Invoice 455123		07/30/2022 FIN-JULY COPIES	993.07
042120	08/22/2022	005042	GHD DIGITAL	7,448.10
	Invoice 723000419		08/09/2022 CLRK-HOSTING/LICENSE/DDOS/ECC	7,448.10
042121	08/22/2022	008021	HERALD NEWSPAPER CORP	485.90
	Invoice 21771		07/19/2022 RD/FIN-RFP/SNR HLTH FAIR/EMPLY	485.90
042122	08/22/2022	008027	HIGHLAND SUPPLY	70.38
	Invoice 307614		07/29/2022 REC-GRAS BLADE/RIDR PLT/COLLA	70.38
042123	08/22/2022	008037	HORT MANUFACTURING (1986) LTD.	4,794.59
	Invoice 2207E0342		07/21/2022 RDS-CYLINDR RPR/NEW ROD/BUSH	4,794.59
042124	08/22/2022	009013	INNOVATIVE SURFACE SOLUTIONS CANADA	1,731.75
	Invoice INV59130		06/29/2022 RDS-PROPATCH	1,731.75
042125	08/22/2022	010007	J.J. MCLELLAN & SON LIMITED	266.50
	Invoice 1009749		07/07/2022 RDS/MUNPROP-FILTER/1 MIC DGD	266.50
042126	08/22/2022	010011		355.50
	Invoice August 11, 2022		08/11/2022 TOWN HALL-JUL&AUG 9 CLEANS	355.50
042127	08/22/2022	010022		720.00
	Invoice 1		08/05/2022 REC-HOLST PAVIL 2 CLEANS-JULY	720.00
042128	08/22/2022	010034	JOE JOHNSON EQUIPMENT INC.	5,661.73
	Invoice S17062		08/05/2022 WST-GREASE LINE/FITTING ASSEM	1,508.15
	Invoice S17099		08/05/2022 WST-TRAVEL-ARM LIFT CYLINDER	3,822.35
	Invoice S17113		08/05/2022 WST-PUMP/ARM WIRE REPAIR	331.23
042129	08/22/2022	012010	LIBRARY BOUND INC	443.39

**Accounts Payable**

CIBC - 1 - Standard Cheque Register By Date

08/01/2022 thru 08/31/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
	Invoice 30131032		06/23/2022 LIBRARY BOOKS	443.39
042130	08/22/2022	012013	LIFESAVING SOCIETY	450.87
	Invoice 200264		08/05/2022 REC/POOL-BRONZE CROSS	22.00
	Invoice M156394		07/24/2022 POOL-LIFESAVNG/1ST AID MANUAL	428.87
042131	08/22/2022	013011	MAPLE LANE FARM SERVICE INC.	51.48
	Invoice I252349		07/28/2022 RDS-3/8 HOSE/CRIMP-ON	51.48
042132	08/22/2022	013035	MCDONALD HOME HARDWARE	673.01
	Invoice 113327		07/20/2022 R-FIRE-SMOKE DETECTOR	94.85
	Invoice 113282		07/19/2022 FIRE-SMOKE DETECTR/STRAINR/PA	125.40
	Invoice 113573		07/29/2022 REC-LINE MARKING POWDER X4	131.03
	Invoice 113408		07/23/2022 AREN-PINESOL/CLOROX/TOILET LVI	34.65
	Invoice 113578		07/29/2022 WST-TOILET LEVER	28.24
	Invoice 112160		06/14/2022 REC-SPRAY PAINT	27.10
	Invoice 113386		07/22/2022 REC-TOILET LEVER	7.56
	Invoice 113417		07/23/2022 REC-TOILET LEVER RETURN	-7.56
	Invoice 113712		08/03/2022 CEM-SINGLE SIDED KEY	3.72
	Invoice 112364		06/21/2022 RDS-ELEC PVC TAPE X4	9.90
	Invoice 112892		07/07/2022 RDS-SPARKPLUGS	11.28
	Invoice 113124		07/14/2022 RDS-ALK RST PAINT/BRUSH SET	84.16
	Invoice 113894		08/09/2022 CNCL-KEYS FOR HOLST CHAMBERS	122.68
042133	08/22/2022	013097	MCDUGALL ENERGY INC.	21,518.81
	Invoice 5980998		08/09/2022 MUNICIPAL OFFICE CLEAR DIESEL	2,843.08
	Invoice 5981002		08/09/2022 MUNICIPAL OFFICE DYED DIESEL	1,864.13
	Invoice 5967362		08/02/2022 MUNICIPAL OFFICE CLEAR DIESEL	7,652.25
	Invoice 5965366		08/02/2022 EGREMONT TRNSF ST DYED DIESEL	643.18
	Invoice 5981006		08/09/2022 MUNICIPAL OFFICE REGULAR GAS	910.75
	Invoice 5972926		08/04/2022 HOLSTEIN DEPOT CLEAR DIESEL	6,078.21
	Invoice 5972932		08/04/2022 HOLSTEIN DEPOT REGULAR GAS	1,527.21
042134	08/22/2022	015006	OFFICER'S AUTO CARE INC	3,357.01
	Invoice 111823		08/10/2022 RDS-DISC BRAKES FRONT & BACK	3,277.92
	Invoice 111698		08/03/2022 RDS-ENGN LGHT DIAGNSTC/BRAKE	79.09
042135	08/22/2022	016011	PUROLATOR INC	200.33
	Invoice 450878906		06/24/2022 SWR/CLRK-FROM CLEARTRCH/2 FLAT	20.44
	Invoice 450361430		04/22/2022 SWR-SHIP TO MARSH METROLOGY	89.03
	Invoice 450997941		07/08/2022 SWR-SHIP TO/FROM ONT CLEAN W	11.87
	Invoice 450647852		05/27/2022 SWR-SHIP TO SCG PROCES/AQUAT	27.68
	Invoice 450821453		06/17/2022 SWR/WST-SHIP TO A&L/ON CLN WT	20.98
	Invoice 450538350		05/13/2022 WTR-SHIP FROM MARSH METROLO	9.97
	Invoice 450250699		04/08/2022 FIN-SHIP TO EXCEL	5.09
	Invoice 450765912		06/10/2022 CLRK-SHIP TO FLATO	5.09
	Invoice 450591612		05/20/2022 CLRK-SHIP TO WELLINGTON INVES	5.09
	Invoice 450305795		07/15/2022 CLRK-SHIP TO COUNTY OF GREY	5.09
042136	08/22/2022	018007	R.J. BURNSIDE & ASSOCIATES LIM	5,876.00
	Invoice 300055238.0000-1		07/29/2022 CAP/RDS-'22 BRIDGE INSPCT JUNE	5,876.00
042137	08/22/2022	018032	ROBERT'S FARM EQUIPMENT	225.23
	Invoice S29470		06/13/2022 REC-HYDRIL OIL LEAK	225.23
042138	08/22/2022	019030	SHELBURNE HOME HARDWARE BUILDING CENTRE	220.86
	Invoice 359964/1		06/27/2022 WTR-STAKES/PAINT/2" SBL/POLY	220.86

**Accounts Payable**

CIBC - 1 - Standard Cheque Register By Date

08/01/2022 thru 08/31/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
042139	08/22/2022	019048	SOUTH EAST GREY COMMUNITY HEALTH CENTRE	1,846.19
	Invoice 809		08/11/2022 PUBH-ERSKINE UTILITIES MAR-JUL	1,846.19
042140	08/22/2022	019084	SUPERIOR TIRE SALES & SERVICE	314.14
	Invoice SUP0050440		08/02/2022 RDS-#119 FLAT REPAIR	314.14
042141	08/22/2022	020026		600.00
	Invoice July 2022		07/31/2022 LIB-JULY CLEANING	300.00
	Invoice June 2022		06/30/2022 LIB- JUNE CLEANING	300.00
042142	08/22/2022	020040	TOWNSHIP OF WELLINGTON NORTH	6,537.36
	Invoice IVC05764-2		08/17/2022 '22 REC AGREEMENT 2ND INSTLMN'	6,537.36
042143	08/22/2022	020050	TST SMALL ENGINE REPAIR	735.63
	Invoice 08.05.2022		08/05/2022 FIRE-POWTX30L BATTERIES/LABOU	735.63
042144	08/22/2022	021001	ULINE CANADA	187.12
	Invoice 10757769		07/28/2022 FIRE-MOUNTED EAR PLUG DISPENS	187.12
042145	08/22/2022	023008	WASTE MANAGEMENT	2,412.35
	Invoice 0004414-0677-4		07/31/2022 WST-RECYCLING	2,412.35
042146	08/22/2022	023044	WAGGS LTD.	109.06
	Invoice 455698		07/26/2022 LIB-MAT CLEANING	54.13
	Invoice 440936		06/28/2022 LIB-MAT CLEANING	54.93
042147	08/22/2022	025002	YOUNG'S BUILDING MATERIALS INC.	93.76
	Invoice 782243		07/26/2022 EMRG-HOLST DAM RL FILM POLY 6M	41.80
	Invoice 782566		07/28/2022 RDS-CANADA FLAG/PPR TOWELS	51.96
042148	08/22/2022	026001	ZEKE AIR HEATING & COOLING	5,023.53
	Invoice 10870		08/08/2022 FIRE-NATURAL GAS FURNACE	4,401.35
	Invoice 10813		07/27/2022 FIRE-BLOWR/CAPACTR ON FURNAC	622.18
042149	08/22/2022	098002		400.00
	Invoice 2021-32		07/27/2022 ENTRANCE PERMIT DEPOSIT REFUI	400.00
042150	08/22/2022	098002		1,000.00
	Invoice August 4, 2022		08/04/2022 FINAL INSP DEP REFUND X4	1,000.00
042151	08/22/2022	098002	HIGHPOINT METALS	4,000.00
	Invoice 2022-21		08/08/2022 ENTRANCE PERMIT DEPOSIT REFUI	4,000.00
042152	08/22/2022	098002		600.00
	Invoice 2022-04		08/04/2022 ENTRANCE PERMIT DEPOSIT REFUI	600.00
042153	08/22/2022	099001	12473020 CANADA INC.	1,336.50
	Invoice 115		08/04/2022 CEM-OPEN/CLOSE GRAVE	621.50
	Invoice 1005		05/25/2022 WTR-HOLLAND ST MAIN BREAK	715.00
042154	08/22/2022	099002	ACES HEAVY TOWING	741.84
	Invoice 12503		07/25/2022 RECOVERABL HST ON ROLLED TRU	741.84
042155	08/22/2022	099002	B.M. ROSS AND ASSOCIATES LIMITED	5,318.46
	Invoice 23013		08/03/2022 EMERG-HOLST DAM ASSISTANCE	5,318.46
042156	08/22/2022	099002	BEN HOPKINS EXCAVATING INC.	5,234.73
	Invoice 23-05		07/27/2022 EMERG/RDS-DAM/CULVERT	5,234.73



**Accounts Payable**

CIBC - 1 - Standard Cheque Register By Date

08/01/2022 thru 08/31/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
042157	08/22/2022	099002	CAPITAL DISPOSAL EQUIPMENT 2001 LTD.	828.09
	Invoice CDE-19722		07/05/2022 WST-21'7 CABLE	828.09
042158	08/22/2022	099002	CF INDUSTRIAL	1,316.45
	Invoice 00008413		07/27/2022 SWR-ANNUAL SRVC/INSP/2HR LOAC	1,316.45
042159	08/22/2022	099002		55.00
	Invoice CWY117		06/21/2022 LIB-GENTLE FLOW YOGA FOR YOUT	55.00
042160	08/22/2022	099002	COMMERCIAL TRUCK EQUIPMENT CO.	684.96
	Invoice WO-0004644231		07/26/2022 FIRE-ALUM FLOOR SHELF/L2 SHELF	684.96
042161	08/22/2022	099006	MEDTEQ SOLUTIONS CA LTD.	4,821.71
	Invoice INV45379		03/31/2022 FIRE-TARGETSOLUTION MEMBERSH	4,821.71
042162	08/22/2022	099007		2,395.60
	Invoice 10006644		06/22/2022 CAP/LIB-16 DVR CAMERA HARDRIVE	2,395.60
042163	08/22/2022	099007	PHOTECH ENVIRONMENTAL SOLUTIONS INC.	5,826.28
	Invoice 10604585		07/20/2022 WST-HAZOURDOUS DISPOSAL	5,826.28
042164	08/22/2022	099007	PRINCIPLES INTEGRITY	259.90
	Invoice SG22-004.195		08/04/2022 CLRK-CNCL ATTENDANCE ANNL RPI	259.90
042165	08/22/2022	099007	PUBLIC SERVICES HEALTH & SAFETY ASSOCIATION	1,130.00
	Invoice INV0000045718		07/25/2022 R-JH&SC-PANDEMC SUPPORT PRO	1,130.00
042166	08/22/2022	099008	TOWN OF GRIMSBY	203.40
	Invoice 9195		03/21/2022 FIRE-NFPA 1021 COURSE-	203.40
042167	08/26/2022	020042	TRILLIUM FORD LINCOLN LTD	41,458.83
	Invoice 76391		08/26/2022 BLDG VEHICLE	41,458.83
042168	08/31/2022	001011	ACKLANDS GRAINGER	232.12
	Invoice 9420041668		08/29/2022 ADMIN - JH&S COMMITTEE	232.12
042169	08/31/2022	001044	ANCHEM SALES	2,486.00
	Invoice IN5423		08/29/2022 WATER CHEMICALS	1,250.91
	Invoice CM3314		08/29/2022 WATER CHEMICALS	-45.20
	Invoice IN7024		08/29/2022 WATER CHEMICALS	1,325.49
	Invoice CM2923		08/29/2022 WATER CHEMICALS	-45.20
042170	08/31/2022	002047	BROADLINE EQUIPMENT RENTALS LTD	1,524.52
	Invoice 92133		08/29/2022 WTR - NEPTUNE COLLECTOR	367.25
	Invoice 94711		08/29/2022 RDS - CULVERT MTCE	560.32
	Invoice 94598		08/29/2022 RDS - WOOD CHIPPER RENTAL	443.75
	Invoice 94588		08/29/2022 RDS - PLATE PACKER RENTAL	153.20
042171	08/31/2022	003050	CMT ENGINEERING INC	1,759.98
	Invoice 39213		08/29/2022 WTR - 18-114 WTR TOWER	1,759.98
042172	08/31/2022	003076	STAPLES PROFESSIONAL	560.53
	Invoice 60217661		08/11/2022 OFFICE SUPPLIES	560.53
042173	08/31/2022	003089	SUNBELT RENTALS OF CANADA INC.	6,317.81
	Invoice 74812219-0001		08/29/2022 PVC CAM HOSE RENTAL	418.10
	Invoice 74728258-0002		08/29/2022 VAC PUMP/BAUER HOSE RENTAL	5,899.71

**Accounts Payable**

CIBC - 1 - Standard Cheque Register By Date

08/01/2022 thru 08/31/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
042174	08/31/2022	003092	CADUCEON ENTERPRISES INC.	781.62
	Invoice 22-13117		08/29/2022 WATER ANALYSIS	186.34
	Invoice 22-13324		08/29/2022 WATER ANALYSIS	186.34
	Invoice 22-13758		08/29/2022 WTR ANALYSIS	186.34
	Invoice 22-13979		08/29/2022 WTR ANALYSIS	222.60
042175	08/31/2022	004071	DUNDALK FOODLAND	2.79
	Invoice Tran7426		08/29/2022 BAGGED ICE	2.79
042176	08/31/2022	004081	DUNWOOD SIGNS & TEXTILES INC.	276.85
	Invoice 6850		08/29/2022 SW - DUNDALK STN SIGNS	276.85
042177	08/31/2022	005037	EVANS UTILITY & MUNICIPAL PROD	23,377.44
	Invoice 0000166336		08/29/2022 WTR - WATER METER PURCHASE	23,377.44
042178	08/31/2022	005039	EXCEL BUSINESS SYSTEMS	506.24
	Invoice 268173		08/12/2022 COPIER/PRINTER LEASE - SEPT	253.12
	Invoice 267298		07/12/2022 COPIER/PRINTER LEASE - AUG	253.12
042179	08/31/2022	007012	GEORGIAN BAY FIRE & SAFETY SUP	229.30
	Invoice 25222		08/29/2022 RDS - FIRST AID KITS	229.30
042180	08/31/2022	007032	GRAND RIVER CONSERVATION AUTHO	1,749.34
	Invoice LEVY2022-57		08/29/2022 2022 GENERAL MUN LEVY INST 3	1,304.34
	Invoice PL5233		08/29/2022 RDS - CULVERT PERMIT FEE	445.00
042181	08/31/2022	008027	HIGHLAND SUPPLY	1,596.36
	Invoice 308174		08/29/2022 CEM - CHAINSAW CHAIN	59.89
	Invoice 308313		08/29/2022 CEM - LAWN MOWER TIRE	10.83
	Invoice 308078		08/29/2022 RDS - DUNDALK DEPOT	8.02
	Invoice 308405		08/29/2022 RDS - UNIT 124 HEAT TRANSFER	1,517.62
042182	08/31/2022	008039	HURON BAY CO-OPERATIVE INC.	42.92
	Invoice 208969		08/29/2022 SW - DUNDALK TRSFR STN	42.92
042183	08/31/2022	008041	HWY 4 TRUCK SERVICE LTD.	1,755.45
	Invoice 113666		08/29/2022 SERVICE CALL	644.60
	Invoice 113665		08/29/2022 TIRE FLAT/HEADLIGHT	189.41
	Invoice 113870		08/29/2022 FLEET SERVICE	921.44
042184	08/31/2022	009004	IDEAL SUPPLY INC.	486.85
	Invoice 4129872		08/29/2022 KRYLON CAN	51.92
	Invoice 4205363		08/29/2022 GEAR OIL	44.35
	Invoice 4129803		08/29/2022 KRYLON CAN	72.69
	Invoice 4224208		08/29/2022 OIL FILTER/SAE 5W30	84.73
	Invoice 4223919		08/29/2022 BATTERY	186.44
	Invoice 4224179		08/29/2022 OIL FILTER	16.20
	Invoice 4229594		08/29/2022 BACKUP LAMP	16.54
	Invoice 4220111		08/29/2022 WTR - WELL 4 LUBE FILTER	13.98
042185	08/31/2022	010042	J.D. MCARTHUR TIRE SERVICES INC.	273.01
	Invoice 04RO0071372		08/29/2022 RDS - UNIT 117 REPAIRS	273.01
042186	08/31/2022	012010	LIBRARY BOUND INC	1,425.93
	Invoice 30133409		07/27/2022 LIBRARY BOOKS	361.01
	Invoice 30133832		08/04/2022 LIBRARY BOOKS	403.31
	Invoice 30132993		07/21/2022 LIBRARY BOOKS	661.61

**Accounts Payable**

CIBC - 1 - Standard Cheque Register By Date

08/01/2022 thru 08/31/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
042187	08/31/2022	013035	MCDONALD HOME HARDWARE	714.64
	Invoice 114226		08/20/2022 SINGLE SIDED KEY	7.44
	Invoice 113852		08/08/2022 PLSTC SEAT/MENDER KT	36.11
	Invoice 113786		08/05/2022 NEEDLES/TBL TENNIS BALLS	10.94
	Invoice 113864		08/08/2022 POOL SHOCK	36.11
	Invoice 114255		08/22/2022 LAG SCREW/BUILDERS HARDWARE	20.78
	Invoice 113753		08/29/2022 FEBREZE/FLEECE SHIRT	27.66
	Invoice 113763		08/29/2022 CAR TREE/FLY COIL/SANITISER	243.20
	Invoice 114112		08/29/2022 MENDER KT	6.71
	Invoice 114099		08/29/2022 WIRE ROPE/SLEEVES/CLAMPS	9.22
	Invoice 114096		08/29/2022 GLOVES	20.33
	Invoice 114280		08/29/2022 CLAMPS/BREAKE CLNR	12.62
	Invoice 113947		08/29/2022 PAINT LINERS	10.16
	Invoice 113949		08/29/2022 INSECTICIDE	12.40
	Invoice 114270		08/29/2022 CONN MARRS/TUBING	19.09
	Invoice 114071		08/29/2022 ROLLERS/PAINT LINER	8.11
	Invoice 113984		08/29/2022 CAR TREE FRSHNER	5.40
	Invoice 114045		08/29/2022 SPRAY PAINT	23.71
	Invoice 114157		08/29/2022 INSECTICIDE	14.68
	Invoice 114175		08/29/2022 UTILITY PAILE	6.20
	Invoice 114080		08/29/2022 PAINT	71.18
	Invoice 114283		08/29/2022 ROLLERS/LINER	8.11
	Invoice 114286		08/29/2022 PADLOCKS	96.58
	Invoice 114291		08/29/2022 PAINT ROLLERS	7.90
042188	08/31/2022	013058	MINISTER OF FINANCE	102,775.44
	Invoice 301307221017055		08/12/2022 OFC FEES - APR TO JUNE '22	910.00
	Invoice 301208221049097		08/15/2022 OPP BILLING - AUGUST 2022	100,466.00
	Invoice 1-867049446-4		08/02/2022 2018-01 TILE DEBENTURE RPMT	1,399.44
042189	08/31/2022	013097	MCDUGALL ENERGY INC.	14,274.92
	Invoice 6000645		08/29/2022 EGREMONT TRSF STN CLEAR DIESE	7,009.93
	Invoice 6000647		08/29/2022 EGREMONT TRSFR STN COLOURED	710.22
	Invoice 6000656		08/29/2022 EGREMONT TRSFR STN DYED DIESE	401.68
	Invoice 6010717		08/29/2022 MUNICIPAL OFFICE CLEAR	4,731.93
	Invoice 6017035		08/29/2022 MUNICIPAL OFFICE REG GAS	1,421.16
042190	08/31/2022	014024	NEW WEST GYPSUM RECYCLING (ONT.) INC	495.39
	Invoice 233027		08/29/2022 WASTE-DRYWALL DISPOSAL	495.39
042191	08/31/2022	015006	OFFICER'S AUTO CARE INC	277.98
	Invoice 111873		08/29/2022 UNIT 312 WARNING LIGHT	277.98
042192	08/31/2022	015045	OSPREY EQUIPMENT REPAIR LTD	447.70
	Invoice 4044		08/29/2022 UNIT 100 FILTER HEAD	447.70
042193	08/31/2022	016014	PENINSULA OVERHEAD DOORS	291.54
	Invoice 160658		08/29/2022 HPVILLE DEPOT GARAGE DOOR	291.54
042194	08/31/2022	018007	R.J. BURNSIDE & ASSOCIATES LIM	4,833.87
	Invoice 300055626.0000-1		08/29/2022 HOLSTEIN DAM OUTLET FISH SALV	4,833.87
042195	08/31/2022	018027	RIVERSIDE EQUIPMENT REPAIR	1,464.34
	Invoice 12982		08/29/2022 RDS - HOLSTEIN SLUICE GATE MAT	1,464.34
042196	08/31/2022	018032	ROBERT'S FARM EQUIPMENT	32.02
	Invoice P62528		08/29/2022 OIL ROOM STIHL LIGHTS	32.02

**Accounts Payable**

CIBC - 1 - Standard Cheque Register By Date

08/01/2022 thru 08/31/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
042197	08/31/2022	019013	SAUGEEN VALLEY CONSERVATION AU	2,310.00
	Invoice 000090		07/28/2022 APR - JUN '22 PLAN REVIEW FEES	2,310.00
042198	08/31/2022	019073	STRONGCO EQUIPMENT	296.34
	Invoice 92213283		08/29/2022 UNIT 116 REPAIRS - CABLE	296.34
042199	08/31/2022	019084	SUPERIOR TIRE SALES & SERVICE	130.62
	Invoice SUP0050620		08/29/2022 UNIT 217 REPAIRS - FLAT TIRE	130.62
042200	08/31/2022	020044	TRITON ENGINEERING SERVICES LTD	57,235.87
	Invoice 53293		07/31/2022 R-A4152 WHITE ROSE ESTATES	923.78
	Invoice 53294		07/31/2022 R-A4153 REALE SUBDIVISION	747.47
	Invoice 53296		07/31/2022 R-A4165 WHITE ROSE PARK PHASE:	17,980.56
	Invoice 53297		07/31/2022 R-A4167 FLATO DEVELOPMENTS	7,546.89
	Invoice 53300		07/31/2022 A4182 SOUTH EAST GREY CHC	4,722.84
	Invoice 53299		07/31/2022 R-A4181 GREENLID DEVELOPMENT	3,834.66
	Invoice 53295		07/31/2022 A4160 GENERAL ADVISORY SVCS	7,289.07
	Invoice 53370		08/29/2022 T4612 DUNDALK WATER TOWER	5,931.20
	Invoice 53333		08/29/2022 JULY '22 M5621 VICTORIA RECON	8,259.40
042201	08/31/2022	020046	TRY RECYCLING INC	911.83
	Invoice 1104109		08/29/2022 SW - RECYCLING SHINGLES	911.83
042202	08/31/2022	022002	VALLEY BLADES LIMITED	355.50
	Invoice SV064162		08/29/2022 RDS - VEG/TREE TRIM REMOVAL	355.50
042203	08/31/2022	022004	VANALSTINE AUTOMOTIVE	175.91
	Invoice 16814		08/29/2022 RDS - UNIT 208	175.91
042204	08/31/2022	022008	VIKING CIVES LTD	11.87
	Invoice 2709471		08/29/2022 UNIT 215 - GASKET CLEAN OUT	11.87
042205	08/31/2022	023007	WARD & UPTIGROVE CONSULTING & HUMAN RESOURCES	367.25
	Invoice 84644		07/31/2022 CONF HR CONSULTING - JUL '22	367.25
042206	08/31/2022	023024	WELLINGTON NORTH POWER	641.19
	Invoice Aug'22-77067500-00		08/29/2022 REC - HOLSTEIN HALL ELECTRIC	120.59
	Invoice Aug'22-77037500-00		08/29/2022 RDS - HOLSTEIN DEPOT ELECTRIC	210.63
	Invoice Aug'22-77070000-00		08/29/2022 REC - HOLSTEIN PARK ELECTRIC	76.77
	Invoice Aug'22-77076500-00		08/29/2022 RDS - STREETLIGHT ELECTRICITY	233.20
042207	08/31/2022	025002	YOUNG'S BUILDING MATERIALS INC.	73.92
	Invoice 784899		08/29/2022 HPVILLE - CHAINS AND HOOKS	73.92
042208	08/31/2022	026001	ZEKE AIR HEATING & COOLING	4,103.51
	Invoice 10867		08/03/2022 HRV SERVICE CALL FAN ASSY	1,335.85
	Invoice 10886		08/10/2022 POOL WTR HEATER	157.07
	Invoice 10887		08/10/2022 DUNDALK ARENA WTR HEATER	2,430.69
	Invoice 10888		08/10/2022 DUNDALK ARENA FURNACE CALL	179.90
042209	08/31/2022	098002		250.00
	Invoice 2021-279		07/26/2022 FINAL INSPECTION REFUND	250.00
042210	08/31/2022	099002	BEAVERCONE PRODUCTS	1,797.66
	Invoice 1054		08/30/2022 RDS - HDPE PIPE	1,797.66
042211	08/31/2022	099002	BIRCHWOOD ENTERPRISES	4,510.96

**Accounts Payable**

CIBC - 1 - Standard Cheque Register By Date

08/01/2022 thru 08/31/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
	Invoice 202209		08/29/2022 UNDERCOATING - RUST INHIBITOR	4,510.96
042212	08/31/2022	099002	CANSEL	639.01
	Invoice 91216368		08/29/2022 CATALYST	639.01
042213	08/31/2022	099002	COX CONSTRUCTION LTD	34,365.99
	Invoice 11850		08/29/2022 RDS - SDR 73 PAVING	34,365.99
042214	08/31/2022	099002	DAVISON DIESEL REPAIR	376.50
	Invoice 1142		07/13/2022 PUMP 11 - FIRE VEHICLE REPAIRS	376.50
042215	08/31/2022	099003	FLUENT IMS	339.00
	Invoice INV-7118		08/01/2022 WHO'S RESPONDING SUBSCRIPTIO	113.00
	Invoice INV-7021		07/01/2022 WHO'S RESPONDING APP	113.00
	Invoice INV-6921		06/01/2022 WHO'S RESPONDING	113.00
042216	08/31/2022	099004	GREY COUNTY FIRE TRAINING ASSOCIATION	50.00
	Invoice Test JPR-DFD		08/26/2022 NFPA JPR TESTING	50.00
042217	08/31/2022	099005	LEEDS AND THE THOUSAND ISLANDS	300.00
	Invoice 2022-024		04/07/2022 NFPA 1031 -	300.00
042218	08/31/2022	099007	PALLISTER FARMS LIVESTOCK LTD	2,260.00
	Invoice 1369		04/08/2022 EXCAVATOR FLOATING	2,260.00
042219	08/31/2022	099007	SCG PROCESS	2,339.10
	Invoice 3549480		08/29/2022 WTR - WELL D3 CHLORINE PUMP	2,339.10
042220	08/31/2022	099007	SKELTON BRUMWELL & ASSOCIATES	4,003.40
	Invoice 22-3951		08/29/2022 RDS - GRAVEL PITS	673.48
	Invoice 22-3824		08/29/2022 RDS - GRAVEL PIT	847.50
	Invoice 22-3823		08/29/2022 RDS - GRAVEL PITS	847.50
	Invoice 22-3825		08/29/2022 RDS - GRAVEL PITS	847.50
	Invoice 22-3826		08/29/2022 RDS - GRAVEL PITS	847.50
042221	08/31/2022	099009	WEATHERALL DOCK & DREDGE	13,560.00
	Invoice 1371		08/30/2022 HOLSTEIN DAM	13,560.00
Cheque Register Total -				1,111,530.98

**Accounts Payable**

CIBC - 2 - Online Cheque Register By Date

08/01/2022 thru 08/31/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
001376	08/03/2022	008039	HURON BAY CO-OPERATIVE INC.	72.26
	Invoice 206217		07/05/2022 WST-SHOP TOWELS/POLY GLOVES	60.98
	Invoice 206773		07/13/2022 RDS-PLAY SAND ALL TREAT FARMS	11.28
001377	08/03/2022	009004	IDEAL SUPPLY INC.	1,126.86
	Invoice 4308900		07/18/2022 RDS-LUBE/CRTDG FUEL/AIR FILTER	350.38
	Invoice 4299870		07/18/2022 RDS-WASH N WAX LIQUID	26.86
	Invoice 4209473		07/12/2022 JH&SC-SAFETY SHIRTS	122.53
	Invoice 1847526		07/20/2022 RDS-BRAKE & PARTS KLEEN X12	44.75
	Invoice 5775034		07/19/2022 RDS-#113 SINGLE FLINT/PEN ATF	117.79
	Invoice 4031680		06/07/2022 WTR-10W30 SYN DIESEL BLND/FLTF	127.75
	Invoice 4045144		07/26/2022 RDS-W/W FLUID X16	63.28
	Invoice 4062275		07/26/2022 RDS-HD PREM X8/PEN ATF X12	237.35
	Invoice 3933796		07/21/2022 RDS-WELDING WIRE SPOOLS	36.17
001378	08/03/2022	023024	WELLINGTON NORTH POWER	618.63
	Invoice Jul19'22-77076500-00		07/19/2022 RDS-HOLST ST LIGHT ELECTRICITY	247.07
	Invoice Jul19'22-77070000-00		07/19/2022 REC-HOLST PARK ELECTRICITY	83.05
	Invoice Jul19'22-77067500-00		07/19/2022 REC-HOLST HALL ELECTRICITY	104.12
	Invoice Jul19'22-77037500-00		07/19/2022 RDS-HOLST SHED ELECTRICITY	184.39
001379	08/22/2022	002013	BELL CANADA	3.46
	Invoice Aug12022-5199233248		08/01/2022 FIN-TOLL FREE PHONE	3.46
001380	08/22/2022	002018	BELL MOBILITY CELLULAR	1,101.29
	Invoice July 8, 2022		07/08/2022 CELLULAR PHONES	1,101.29
001381	08/22/2022	002053	BRUCE TELECOM	22.54
	Invoice 08/04/2022		08/04/2022 CLERKS-WEBHOSTING/DOMAIN NA	22.54
001382	08/22/2022	005006	EASTLINK	355.75
	Invoice 18729001		08/03/2022 LIB-INTERNET	101.65
	Invoice 18729013		08/03/2022 RDS/FIRE-INTERNET	84.70
	Invoice 18729002		08/03/2022 REC/FMAC-INTERNET	84.70
	Invoice 18729004		08/03/2022 ARENA-INTERNET	84.70
001383	08/22/2022	008026	HIGHLAND FUELS DUNDALK LTD.	5,395.76
	Invoice 07/31/22		07/31/2022 FIRE-APRIL & JULY FUEL	3,205.84
	Invoice 07-31-22		07/31/2022 RDS/CEM/WTR/REC-JULY FUEL	2,189.92
001384	08/22/2022	008039	HURON BAY CO-OPERATIVE INC.	81.27
	Invoice 204020		06/10/2022 MUNPROP-ULTRA BLOOM FERTILIZ	49.70
	Invoice 204717		06/17/2022 MUNPROP-NURSERY STOCK-FLOWI	31.57
001385	08/22/2022	009004	IDEAL SUPPLY INC.	485.70
	Invoice 3914212		05/10/2022 REC-MH1000W MOG BT56 CLEAR X4	359.29
	Invoice 3271520		08/02/2022 RDS-TURN SIGNAL LAMP	24.24
	Invoice 3939101		05/16/2022 RDS-RETURN WIPER BLADES	-13.02
	Invoice 4103837		06/22/2022 JH&SC-ORG SFTY TSHIRTS X4	70.01
	Invoice 4012456		06/02/2022 FIRE-W/W 22" BLADES	45.18
001386	08/22/2022	021006	US BANK NATIONAL ASSOCIATION	11,680.15
	Invoice 08/08/22		08/08/2022 CORPORATE VISA	11,680.15
001387	08/31/2022	006014	FIRM GRIP PROPERTY MAINTENANCE	2,045.30
	Invoice 2779		08/29/2022 ADMIN OFFICE CLEANING JULY '22	519.80
	Invoice 2776		08/29/2022 CEM - LAWN CUTTING	1,525.50

**Accounts Payable**

CIBC - 2 - Online Cheque Register By Date

08/01/2022 thru 08/31/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
001388	08/31/2022	009010	INFINITY NETWORK SOLUTIONS	423.19
	Invoice 42184		08/29/2022 RDS - SOFTWARE MR COMPLIANCE	423.19
001389	08/31/2022	013001	M & L SUPPLY FIRE & SAFETY	12,826.88
	Invoice 013177		07/28/2022 CUSTOM STEALTH SUIT	10,950.38
	Invoice 013369		08/11/2022 45 MIN, 5 YR CYL	1,695.00
	Invoice 13252		08/08/2022 REFLECTIVE STRAPS	181.50
001390	08/31/2022	020022	THE MURRAY GROUP LIMITED	7,777.13
	Invoice 2858120		08/29/2022 RDS - PAVING HL3 HL4 INDEX	7,777.13
001391	08/31/2022	020049	THE WELLINGTON ADVERTISER	122.25
	invoice 280752		08/18/2022 HYDROVAC/AVL TENDER	122.25
Cheque Register Total -				44,138.42

**Accounts Payable**

CIBC - 3 - PAP Cheque Register By Date

08/01/2022 thru 08/31/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
000033	08/31/2022	005026	ENBRIDGE GAS INC.	2,005.18
Invoice	June22-910034079876	06/10/2022	550 MAIN ST E	-161.60
Invoice	July22-910034079876	07/12/2022	550 MAIN ST E	104.98
Invoice	Aug22-910034079876	08/15/2022	550 MAIN ST E	79.69
Invoice	Aug22-052156187510	08/12/2022	75 DUNDALK ST	114.18
Invoice	Aug22-052156259413	08/12/2022	752051 IDA ST	159.94
Invoice	Aug22-052156524134	08/15/2022	80 MAIN ST OLDE TOWN HALL	73.54
Invoice	Aug22-910000706033	08/12/2022	250 OWEN SOUND ST	1,083.20
Invoice	Aug'22-052156797414	08/29/2022	85 DUNDALK ST GAS	551.25
Cheque Register Total -				2,005.18





**Accounts Payable**

CIBC - 3 - PAP-Don't Use Cheque Register By Date

08/01/2022 thru 08/31/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
000373	08/03/2022	020038	TOWNSHIP OF SOUTHGATE	2,794.41
	Invoice 0187496		07/11/2022 LIB/POL-MAY&JUNE WATER CHARG	168.44
	Invoice 0187495		07/11/2022 REC-MAY/JUNE WATER-CAMPGROL	123.00
	Invoice 0187494		07/11/2022 REC-MAY/JUNE WATER-LAWN BOW	1.24
	Invoice 0187220		07/11/2022 FIRE-MAY&JUNE WATER CHARGES	315.26
	Invoice 0187216		07/11/2022 RDS-DDLK DEPOT MAY&JUNE WATE	180.15
	Invoice 0187215		07/11/2022 ARENA-MAY&JUNE WATER CHARGE	409.93
	Invoice 0187534		07/11/2022 REC/POOL-MAY&JUNE WATER	1,262.52
	Invoice 0187541		07/11/2022 TOWNHALL-MAY&JUNE WATER CHA	148.75
	Invoice 0187527		07/11/2022 FMAC-MAY&JUNE WATER CHARGES	185.12
000374	08/22/2022	002013	BELL CANADA	1,128.35
	Invoice Aug1'22-5199232110		08/01/2022 FIN-OFFICE TELEPHONE	326.91
	Invoice Aug1'22-5199233431		08/01/2022 ARENA-TELEPHONE	44.68
	Invoice Aug1'22-5199231105		08/01/2022 FIRE/EMERG-TELEPHONE	279.46
	Invoice Aug1'22-5193343581		08/01/2022 RDS-HOLST DEPOT TELEPHONE	89.24
	Invoice Aug1'22-5199235150		08/01/2022 WTR-WELL 4 TELEPHONE	44.62
	Invoice Aug1'22-5199235054		08/01/2022 RDS-DDLK DEPOT TELEPHONE	44.62
	Invoice Aug1'22-5199232512		08/01/2022 REC/POOL-TELEPHONE	63.71
	Invoice Aug1'22-5199239198		08/01/2022 WTR-WELL 5 TELEPHONE	44.62
	Invoice Aug1'22-5199233483		08/01/2022 SWR-TELEPHONE	44.62
	Invoice Aug1'22-5199233248		08/01/2022 LIB/POL-TELEPHONE	101.25
	Invoice Aug1'22-5199239156		08/01/2022 WTR-WELL 3 TELEPHONE	44.62
000375	08/22/2022	008044	HYDRO ONE NETWORKS INC.	14,754.89
	Invoice August 5, 2022		08/05/2022 ELECTRICITY CHARGES	14,754.89
000376	08/22/2022	019080	SUN LIFE ASSURANCE COMPANY OF CANADA	13,393.89
	Invoice July 23, 2022		07/23/2022 EMPLOYEE BENEFITS	13,393.89
Cheque Register Total -				32,071.54



## Accounts Payable

CIBC - 5 - Direct Deposit Cheque Register By Date

08/01/2022 thru 08/31/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
000259	08/08/2022	003083	COUNTY OF GREY	255,174.51
	Invoice IVC0000000022153		07/11/2022 RDS-CIVIC ADDRESS/BLADES/POLE	870.51
	Invoice July 28, 2022		07/28/2022 JUNE 2022 DEVELOPMENT CHARGE	254,304.00
000260	08/08/2022	006014	FIRM GRIP PROPERTY MAINTENANCE	2,887.14
	Invoice 2655		07/24/2022 FIRE-JUNE CLEANS X2	158.20
	Invoice 2702		06/30/2022 FIN/RDS-JUNE 4 CLEANS/GBG BAGS	570.64
	Invoice 2699		07/24/2022 CEM-JUNE LAWN CUTTING X4	2,034.00
	Invoice 2701		07/24/2022 RDS-JUNE 2 CLEANS	124.30
000261	08/08/2022	007025	GM BLUEPLAN ENGINEERING LIMITED	8,808.07
	Invoice 120038		07/27/2022 WST-PROJ#212298 EGREMONT LND	8,808.07
000262	08/08/2022	011005		5,588.03
	Invoice 627		07/25/2022 CANINE CNTRL JUN&JULY CONTRA	5,588.03
000263	08/08/2022	013001	M & L SUPPLY FIRE & SAFETY	408.95
	Invoice 013024		07/19/2022 FIRE-AUTO EX COAT/PANT NAVY	408.95
000264	08/08/2022	020022	THE MURRAY GROUP LIMITED	20,686.68
	Invoice 2780889		07/14/2022 RDS-HL-4 HOT MIX	3,177.93
	Invoice 2799442		07/26/2022 RDS-HOTMIX HL4	17,508.75
000265	08/08/2022	020049	THE WELLINGTON ADVERTISER	733.46
	Invoice 280213		07/28/2022 FIN/RDS-EMPLOYMENT OPPORTUNI	366.73
	Invoice 280193		07/21/2022 FIN/RDS-EMPLOYMENT OPPORTUNI	366.73
000266	08/08/2022	023022	THE CORPORATION OF THE COUNTY OF WELLINGTON	17,160.00
	Invoice June 30th		06/30/2022 2022 LIB GRANT 1ST INSTALLMENT	17,160.00
000267	08/08/2022	024003	XYLEM CANADA COMPANY	1,131.76
	Invoice 3558373912		07/05/2022 SWR-SENSORS	1,131.76
000268	08/23/2022	003083	COUNTY OF GREY	252,384.00
	Invoice July 2022		08/03/2022 DEVELOPMENT CHARGE REMITTAN	252,384.00
000269	08/23/2022	006014	FIRM GRIP PROPERTY MAINTENANCE	254.25
	Invoice 2700		07/24/2022 LIB-JUNE CLEANING X5	254.25
000270	08/23/2022	007017	GFL ENVIRONMENTAL INC	2,149.26
	Invoice DT0000022181		07/31/2022 WST-RECYCLING	1,905.99
	Invoice LQ01368932		06/28/2022 WST-USED OIL REMOVAL SRVC	243.27
000271	08/23/2022	009010	INFINITY NETWORK SOLUTIONS	4,704.08
	Invoice 41991		08/02/2022 FIN-MANAGED PHONE SERVICES	118.54
	Invoice 41989		08/02/2022 ALL USERS-MONITOR&MAINTNCE-A	3,609.45
	Invoice 41990		08/02/2022 ALL USERS-MSO365 ONLINE EX-AUC	976.09
000272	08/23/2022	015032	ONTARIO ONE CALL	118.27
	Invoice 202236388		07/31/2022 WTR-'22 ASSESSED NOTIFICATIONS	118.27
000273	08/23/2022	016025	PITNEY BOWES LEASING	471.21
	Invoice 3202034396		08/04/2022 POSTAGE METER CONTRACT 3 MN1	471.21
000274	08/23/2022	020022	THE MURRAY GROUP LIMITED	5,898.31
	Invoice 2808663		07/29/2022 RDS-HL4 HOT MIX	5,898.31
000275	08/23/2022	020049	THE WELLINGTON ADVERTISER	122.24

**Accounts Payable**

CIBC - 5 - Direct Deposit Cheque Register By Date

08/01/2022 thru 08/31/2022

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
Invoice 280580	08/11/2022		RDS-NEW TENDERS-HYDROVAC EX	122.24

Cheque Register Total - 578,680.22

**Building Department Report**

Year: 2021

Department Activity	Total 2020	Total 2021	January	February	March	April	May	June	July	August	September	October	November	December	Total YTD
<b>Building Permits:</b>															
Agriculture	108	115	2	9	5	9	6	7	7	14					59
Ag.-Industrial	0	0	0	0	0	0	0	0	0	0					0
Commerical	15	6	0	0	0	0	0	2	0	0					2
Institutional	5	4	0	0	4	0	1	1	0	0					6
Industrial	11	22	0	0	0	6	1	1	6	2					16
Demolition	3	3	0	1	0	0	1	1	0	0					3
Residential related	86	68	1	7	11	15	5	9	5	8					61
Septic Systems	62	68	0	1	1	14	9	8	9	10					52
Single family dwelling	171	198	1	2	3	21	30	35	29	85					206
Tent	1	6	0	0	0	0	0	1	4	0					5
<b>Total Permits</b>	462	490	4	20	24	65	53	65	60	119	0	0	0	0	410
<b>Residential Occupancy Permits Issued</b>	<b>Rural (former Egremont&amp; Proton)</b>		0	0	0	3	0	2	0	0					5
	<b>Urban (Dundalk)</b>		5	0	4	9	11	7	0	7					43
<b>Permit Revenue in \$</b>	\$ 526,332.50	\$ 652,604.00	\$ 5,255.00	\$ 18,098.00	\$ 18,719.00	\$ 523,542.00	\$ 76,550.00	\$ 95,774.00	\$ 107,891.00	\$ 146,470.00					\$ 992,299.00
<b>DC Charges Residential</b>	\$ 3,599,424.17	\$ 3,690,360.00		\$ 6,513.00	\$ 13,026.00	\$ 608,959.98	\$ 335,715.00	\$ 635,214.00	\$ 646,128.00	\$ 1,481,669.00					\$ 3,727,224.98
<b>DC Charges Non-Residential</b>	\$ 225,284.73	\$ 388,836.81				\$ 52,614.68		\$ 19,118.05	\$ 86,542.55	\$ 25,745.04					\$ 184,020.32
Agricultural Value	\$ 9,666,290.00	\$ 13,340,300.00	\$ 875,000.00	\$ 814,100.00	\$ 605,000.00	\$ 1,730,000.00	\$ 1,005,000.00	\$ 650,000.00	\$ 1,380,000.00	\$ 942,000.00					\$ 8,001,100.00
Commercial Value	\$ 1,741,400.00	\$ 3,029,000.00						\$ 610,000.00							\$ 610,000.00
Institutional Value		\$ 220,000.00			\$ 320,000.00		\$ 50,000.00	\$ 1,500,000.00							\$ 1,870,000.00
Industrial Value	\$ 2,455,000.00	\$ 3,592,500.00				\$ 4,880,000.00	\$ 1,000.00	\$ 365,000.00	\$ 2,895,000.00	\$ 345,000.00					\$ 8,486,000.00
Residential Value	\$ 43,871,193.66	\$ 63,847,330.00	\$ 150,000.00	\$ 1,256,670.00	\$ 2,113,000.00	\$ 8,350,260.00	\$ 10,039,670.00	\$ 9,342,020.00	\$ 7,901,600.00	\$ 20,303,025.00					\$ 59,456,245.00
<b>Total Assessment Value</b>	\$ 58,153,883.66	\$ 84,029,130.00	\$ 1,025,000.00	\$ 2,070,770.00	\$ 3,038,000.00	\$ 14,960,260.00	\$ 11,095,670.00	\$ 12,467,020.00	\$ 12,176,600.00	\$ 21,590,025.00	\$ -	\$ -	\$ -	\$ -	\$ 78,423,345.00
Agricultural Taxation	\$ 31,235.75	\$ 43,107.98	\$ 2,827	\$ 2,630.69	\$ 1,955.00	\$ 5,590.34	\$ 3,247.57	\$ 2,100.42	\$ 4,459.35	\$ 3,043.99	\$ -	\$ -	\$ -	\$ -	\$ 25,854.83
Commercial Taxation	\$ 47,320.77	\$ 82,309.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,576.13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,576.13
Industrial Taxation	\$ 81,078.34	\$ 118,645.19	\$ -	\$ -	\$ -	\$ 161,165.90	\$ 33.03	\$ 12,054.42	\$ 95,609.69	\$ 11,393.90	\$ -	\$ -	\$ -	\$ -	\$ 280,256.94
Residential Taxation	\$ 567,062.38	\$ 825,266.33	\$ 1,938.84	\$ 16,243.24	\$ 27,311.84	\$ 107,932.29	\$ 129,768.96	\$ 120,751.40	\$ 102,133.08	\$ 262,429.19	\$ -	\$ -	\$ -	\$ -	\$ 768,508.83
<b>Total New Taxation</b>	\$ 726,697.23	\$ 1,069,329.48	\$ 4,766.33	\$ 18,873.93	\$ 29,266.84	\$ 274,688.53	\$ 133,049.55	\$ 151,482.36	\$ 202,202.12	\$ 276,867.08	\$ -	\$ -	\$ -	\$ -	\$ 1,091,196.73
<b>Southgate Taxation Only</b>															
Agricultural Taxation	\$ 15,621.00	\$ 21,558.30	\$ 1,414	\$ 1,315.61	\$ 977.70	\$ 2,795.73	\$ 1,624.11	\$ 1,050.42	\$ 2,230.12	\$ 1,522.30	\$ -	\$ -	\$ -	\$ -	\$ 12,930.00
Commercial Taxation	\$ 14,712.03	\$ 25,590.17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,153.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,153.52
Industrial Taxation	\$ 29,491.44	\$ 43,156.00	\$ -	\$ -	\$ -	\$ 58,622.49	\$ 12.01	\$ 4,384.67	\$ 34,777.07	\$ 4,144.42	\$ -	\$ -	\$ -	\$ -	\$ 101,940.66
Residential Taxation	\$ 283,587.90	\$ 412,715.69	\$ 969.62	\$ 8,123.24	\$ 13,658.65	\$ 53,976.94	\$ 64,897.46	\$ 60,387.78	\$ 51,076.75	\$ 131,240.84	\$ -	\$ -	\$ -	\$ -	\$ 384,331.27
<b>Total New Southgate Taxation</b>	\$ 343,412.35	\$ 503,020.16	\$ 2,384	\$ 9,438.85	\$ 14,636.35	\$ 115,395.15	\$ 66,533.58	\$ 70,976.39	\$ 88,083.94	\$ 136,907.55	\$ -	\$ -	\$ -	\$ -	\$ 504,355.45

**By-Law Enforcement Report**

YEAR: 2022

Department Activity	Dec. 2021	January	February	March	April	May	June	July	August	September	October	November	December	Total YTD
<b>By-Law Enforcement Complaints - Unresolved</b>														
Building	14	14	14	14	13	13	13	13	13					
Burning	1	1	1	1	1	1	3	2	2					
Noise	9	10	10	10	10	11	12	12	12					
Property Standards	65	66	66	66	58	59	61	63	6					
Fill Compliance	2	2	2	1	1	1	1	1	6					
Canine	3	3	3	3	3	5	6	7	1					
Tenant Concerns	0	0	0	0	0	0	0	0	8					
<b>Vehicles</b>	58	59	58	57	52	56	54	54	0					
Weed Control	0	0	0	0	0	0	0	0	54					
Zoning	7	8	8	10	5	7	9	7	9					
Line Fences	0	0	0	0	0	0	0	0	0					
<b>By-Law Enforcement Complaints - New</b>	<b>Total 2021</b>													
Building	6	0	0	0	1	1	0	0	0					2
Burning	1	0	0	0	0	0	2	1	0					3
Noise	9	1	0	0	1	3	3	0	0					8
Property Standards	43	1	0	0	3	5	7	5	6					27
Fill Compliance	1	0	0	0	0	0	0	0	0					0
Canine	3	0	0	0	0	2	3	2	2					9
Tenant Concerns	1	0	0	0	0	0	0	0	0					0
Vehicles	55	1	1	1	0	4	1	0	1					9
Weed Control	0	0	0	0	0	0	0	0	0					0
Zoning	6	1	0	2	0	3	0	0	2					8
Line Fences	0	0	0	0	0	0	0	0	0					0
<b>By-Law Enforcement Complaints - Resolved</b>	<b>Total 2021</b>													
Building	0	0	0	0	1	1	0	0	0					2
Burning	0	0	0	0	0	0	0	2	0					2
Noise	0	0	0	0	0	2	2	0	0					4
Property Standards	1	0	0	0	8	4	5	3	3					23
Fill Compliance	0	0	0	0	0	0	0	0	0					0
Canine	0	0	0	0	0	0	2	1	1					4
Tenant Concerns	1	0	0	0	1	1	0	0	0					2
<b>Vehicles</b>	3	0	2	1	5	0	3	0	1					12
Weed Control	0	0	0	0	0	0	0	0	0					0
Zoning	4	0	0	0	5	1	0	2	0					8
Line Fences	0	0	0	0	0	0	0	0	0					0
<b>Letters/Orders</b>	<b>Total 2021</b>													
Court Summons Issued	0	0	0	0	0	0	0	0	0					0
Court Appearances	1	0	0	0	0	0	0	0	0					0
Building Letters	0	0	0	0	0	0	0	0	0					0
Building Orders	13	0	0	0	0	2	3	0	0					5
Property Standards Letters	1	0	0	0	0	5	1	0	0					6
Property Standards Orders	2	0	0	0	0	5	0	4	0					9
Zoning Compliance	55	16	10	11	4	5	3	11	5					65
Zoning Violation Letters	2	0	0	0	0	0	1	0	0					1
Zoning Violation Orders	2	0	0	0	0	0	0	2	0					2

**Canine Control Report YTD**

Year: **2022**

Department Activity	2021	January	February	March	April	May	June	July	August	September	October	November	December	Total YTD
# of Dogs in Pound	10	4	2	0	1	0	2	0	0					9
Total Days of Inpoundment	50	0	0	0	0	0	6	0	0					6
Returned to Owner	3	4	2	0	1	0	1	0	0					8
Adopted	5	0	0	0	0	0	0	0	0					0
Euthanized	1	0	0	0	0	0	0	0	0					0
Sent to Shelter	1	0	0	0	0	0	1	0	0					1
Needing Veterinary Services	0	0	0	0	0	0	0	0	0					0
Cost of Veterinarian Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
Letters to Owners	16	0	2	0	0	1	1	1	1					6
Verbal Warnings	41	4	4	2	3	5	5	6	6					35
Dog Tags Sold	7	0	2	0	1	0	0	0	3					6
Value of Tags sold in \$	\$ 145.00	\$ -	\$ 60.00	\$ -	\$ 30.00	\$ -	\$ -	\$ -	\$ 90.00					\$ 180.00
New Kennel Inspections	1	0	0	0	0	1	0	0	1					2
Kennel Reinspections	1	0	0	0	0	0	1	4	10					15
# of Fines	2	0	0	0	0	0	0	0	0					0
Value of Fines in \$	\$ 270.00	\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ -	\$ -					\$ 200.00
# of Calls in Dundalk	55	5	5	6	4	5	4	4	5					38
# of Calls in Egremont	32	3	2	4	3	4	3	3	1					23
# of Calls in Proton	28	0	3	2	2	1	3	3	3					17
# of Calls in Other	4	1	0	0	0	0	0	0	0					1
# of Patrols in Dundalk	69	8	6	5	8	6	6	6	6					51
# of Patrols in Holstein	70	8	6	5	6	5	7	6	6					49

Number of Dogs remaining in the Pound Kennel at the end of this month: 0



# SAUGEEN VALLEY CONSERVATION AUTHORITY

CONSERVATION THROUGH COOPERATION

## MINUTES

---

<b>Meeting:</b>	Authority Meeting
<b>Date:</b>	Thursday, July 21, 2022, 1:00 p.m.
<b>Location:</b>	Electronic
<b>Chair:</b>	Barbara Dobreen
<b>Members present:</b>	Paul Allen, Mark Davis, Barbara Dobreen, Dan Gieruszak, Cheryl Grace, Tom Hutchinson, Don Murray, Dave Myette, Mike Niesen, Sue Paterson, Diana Rae, Christine Robinson, Bill Stewart
<b>Members absent:</b>	Maureen Couture, Steve McCabe
<b>Others present:</b>	Jennifer Stephens, General Manager / Secretary-Treasurer Donna Lacey, Manager, Forestry and Lands Elise MacLeod, Manager, Water Resources Erik Downing, Manager, Environmental Planning and Regulations Laura Molson, Manager, Corporate Services Ashley Richards, Communications Coordinator Karleigh Porter, Finance Clerk Janice Hagan, Executive Assistant / Recording Secretary

Chair Maureen Couture was not in attendance; therefore, Vice-Chair Barbara Dobreen assumed the role of Chair. She called the meeting to order at 1:00 p.m.

### 1. Land Acknowledgement:

As we work towards reconciliation with Indigenous people, we begin our meeting today by respectfully acknowledging that we are situated on Traditional Territories and Treaty Lands, in particular those of the Chippewas of Saugeen Ojibway Territory known as the Saugeen Ojibway Nation.

As shared stewards of Ontario's land and water resources – along with the First Nations community – Saugeen Valley Conservation Authority appreciates and respects the history and diversity of the land and its peoples and is grateful to have the opportunity to meet in this territory.

### 2. Adoption of agenda

Directors requested that item 10d, Heritage River Status be moved to follow Item 5, Delegation, Designation of Saugeen Rivers as Heritage Rivers.

**Motion #G22-60**

Moved by Diana Rae

Seconded by Tom Hutchinson

THAT the agenda be adopted as amended.

**CARRIED**

**3. Declaration of pecuniary interest**

No persons declared a pecuniary interest relative to any item on the agenda.

**4. Approval of Authority meeting Minutes – May 19, 2022**

**Motion #G22-61**

Moved by Cheryl Grace

Seconded by Sue Paterson

THAT the minutes of the Authority meeting held on May 19, 2022, be approved as circulated.

**CARRIED**

**5. Delegation – Designation of Saugeen rivers as Heritage Rivers**

Jack Serre informed the Board that he wishes to pursue a Heritage River designation for the five Saugeen Rivers. He is requesting that SVCA provide a letter of support for this initiative. Heritage River status could mean increased collaboration between local interest groups with the common interest in maintaining the natural, economical, recreational, and cultural values of the rivers.

**6. Heritage River status**

Elise MacLeod discussed the Heritage River status and gave a brief overview of the benefits of having the designation, including the strengthening of community relations. The goal of receiving the status is to recognize the natural, cultural, recreational, and economic heritage of a river system. She explained that the first step in the nomination process is to have support from the community. The Directors requested further information on the guidelines, benefits, and possible impacts to the citizens, community groups, and municipalities. After discussion, the following motion carried:

**Motion #G22-62**

Moved by Mark Davis

Seconded by Don Murray

THAT the letter of support for the Heritage River Status for the Saugeen Rivers be deferred, and further

THAT staff prepare a further report outlining the pros and cons of the Heritage River Status.

**CARRIED**

**7. New Staff Introductions**

The following new staff were introduced:

- Karleigh Porter, Finance Clerk
- Ashley Richards, Communications Coordinator

- Elise MacLeod, Manager, Water Resources

## **8. Matters Arising from the Minutes**

### **a. Furnace quotation**

Donna Lacey summarized the submitted report and noted that the replacement of the two furnaces and air conditioning units are necessary as they are in disrepair, and staff working conditions are not acceptable.

#### **Motion #G22-63**

Moved by Christine Robinson

Seconded by Diana Rae

THAT staff be authorized to proceed with the purchase of two new furnaces and air conditioning units in an amount not to exceed \$24,000.

**CARRIED**

## **9. General Manager's Update**

Jennifer Stephens provided a review of the General Manager's report including the submission of the 1<sup>st</sup> progress report to the Province on the implementation of discussions relative to the Inventory of Programs and Services. She also clarified the scope of the ongoing social media campaign that is intended to draw attention to the partnership between SVCA and NWMO in conducting surface water and hydrology monitoring activities. This social media campaign seeks to inform the public of the value of the partnership, such as having improved monitoring information to augment our knowledge of the Saugeen watershed. There was no discussion.

## **10. Consent Agenda**

#### **Motion #G22-64**

Moved by Tom Hutchinson

Seconded by Paul Allen

THAT the reports, Minutes, and information contained in the Consent Agenda, [Items 9a-i], along with their respective recommended motions be accepted as presented.

**CARRIED**

## **11. New Business**

### **a. Client Service and Streamlining Initiative**

Erik Downing reviewed the Client Service and Streamlining initiative report, which outlines a program created by Conservation Ontario to improve and streamline processes in Environmental Planning and Regulations. The report recommended that SVCA participate. He explained the required components of the program and updated the Members on SVCA's progress. There was no discussion.

#### **Motion #G22-65**

Moved by Christine Robinson

Seconded by Cheryl Grace

THAT Saugeen Valley Conservation Authority endorse a commitment to participate in the Client Service and Streamlining Initiative beginning October 1, 2022.

**CARRIED**

**b. Provincial Offences Officer Class designation**

Erik Downing reported that certain Environmental Planning and Regulations, and Forestry and Lands staff have completed the necessary requirements for a Provincial Offences Officer designation. He indicated that it is required that the Board must permit specific staff, not just positions, to execute this role. It was noted that the Forestry and Lands staff would be engaging in an enforcement campaign to ticket those park visitors not adhering to Section 29 of the *Conservation Authorities Act*. Prior to initiating the campaign, a Press Release was issued, and a social media campaign has been ongoing to educate the public before enforcement commences.

**Motion #G22-66**

Moved by Dave Myette

Seconded by Dan Gieruszek

THAT SVCA Manager, Environmental Planning and Regulations (Erik Downing), Regulations Coordinator (Matthew Armstrong) and Regulations Officers (Darren Kenny, Madeline McFadden, Alyssa Gowing) be designated as Provincial Offences Officers for the purpose of enforcing Section 28 of the *Conservation Authorities Act*.

AND FURTHER THAT SVCA Manager, Forestry and Lands (Donna Lacey), Forestry Technician (Aaron Swayze), Field Operations Coordinator (Richard Rowbotham), Field Operations Assistant (Anthony Quipp), Park Superintendents (Elijah Wilson, T. Lee Watson), and Assistant Park Superintendents (R. Jim Leask, Peyton Koebel), be designated as Provincial Offences Officers for the purpose of enforcing Section 29 of the *Conservation Authorities Act*.

**CARRIED**

**c. Inspection of Flood and Erosion Control Projects RFP Award**

Elise MacLeod stated that staff recommend D.M. Wills Associates Limited be awarded the contract to inspect SVCA Flood and Erosion Control structures.

**Motion #G22-67**

Moved by Tom Hutchinson

Seconded by Bill Stewart

THAT D.M. Wills Associates Limited be engaged to complete the 2022 inspection of all SVCA Flood and Erosion Control projects at a cost of \$33,820.00 plus HST;

AND FURTHER THAT these funds be drawn from the Working Capital Reserve.

**CARRIED**

**d. Campground fees**

Donna Lacey explained the recommended fee increases associated with the SVCA campgrounds. There was no discussion.

**Motion #G22-68**

Moved by Cheryl Grace

Seconded by Diana Rae

THAT camping and associated rates be increased as proposed for the 2023 camping season.

**CARRIED**

**e. Strategic Plan Update**

Jennifer Stephens gave an update on the status of the Strategic Plan development. She noted that the response to the municipal engagement survey has been disappointing in that only 5 Directors and 2 senior level municipal staff have participated. Over 100 members of the public participated in the community engagement survey and the majority of permanent staff participated in the internal staff survey. The deadline for some surveys will be extended to allow for more time to provide feedback. Survey links will be recirculated. The Directors noted that the survey appeared to be extensive, and some municipal staff have been amalgamating their response.

**f. Vaccination Policy**

Dr. Ian Arra, Medical Officer of Health for Grey Bruce no longer recommends that all workplaces have vaccination policies.

**Motion #G22-69**

Moved by Don Murray

Seconded by Bill Stewart

THAT the Saugeen Valley Conservation Authority revoke the Vaccination Policy as proposed.

**CARRIED**

**g. Land Acknowledgement**

Ashley Richards presented the report and recommended changes to the Land Acknowledgement. The Directors discussed the complicated pronunciations and requested that a guide be included with the words be written out phonetically with the Land Acknowledgement.

**Motion #G22-70**

Moved by Christine Robinson

Seconded by Dave Myette

THAT the Saugeen Valley Conservation Authority use the updated land acknowledgement statement as proposed.

**CARRIED**

**h. Fundraising strategy**

Ashley Richards discussed the proposed Fundraising strategy and told the Members that staff are focused on a sustainable fundraising strategy that is not reactive, but one with a planned approach. There was no discussion.

**Motion #G22-71**

Moved by Diana Rae

Seconded by Paul Allen

THAT the Saugeen Valley Conservation Authority approve the Fundraising Strategy as proposed.

**CARRIED**

## 12. Closed Session

### Motion #G22-72

Moved by Cheryl Grace

Seconded by Sue Paterson

THAT the Authority move to Closed Session, In Camera, to discuss a proposed or pending acquisition of land by the Authority; and further

THAT Jennifer Stephens, Donna Lacey, Laura Molson, and Janice Hagan remain in the meeting.

**CARRIED**

Chair Dobreen reported that quorum was lost during the Closed Session and declared the meeting adjourned at 4:23 p.m.

---

Barbara Dobreen  
Chair

---

Janice Hagan  
Recording Secretary



2021 Division Road North  
Kingsville, Ontario N9Y 2Y9  
Phone: (519) 733-2305  
[www.kingsville.ca](http://www.kingsville.ca)  
[kingsvilleworks@kingsville.ca](mailto:kingsvilleworks@kingsville.ca)

COPY VIA EMAIL ([Premier@ontario.ca](mailto:Premier@ontario.ca))

September 1, 2022

The Hon. Doug Ford, Premier of Ontario  
Legislative Building  
1 Queen's Park  
Toronto, ON M7A 1A1

Dear Premier Ford:

**RE: Town of Kingsville Council Resolution #336-08292022 in opposition to  
Bill 3, Strong Mayors, Building Homes Act, 2022**

---

At its Special Meeting held August 29, 2022 Council of The Corporation of the Town of Kingsville passed a Resolution against Bill 3 as follows:

**Resolution #336-08292022**

Moved by Councillor Kimberly DeYong  
Seconded by Councillor Laura Lucier

**“WHEREAS** the Government of Ontario, through the Minister of Municipal Affairs and Housing, has introduced Bill 3 which is described as "An Act to amend various statutes with respect to special powers and duties of heads of council";

**AND WHEREAS** this Bill, if enacted, will initially apply to the City of Toronto and City of Ottawa, but will later be expanded to include other municipalities according to a statement made by the Premier at the 2022 AMO annual conference;

**AND WHEREAS** this Bill, if enacted, will give Mayors additional authority and powers, and correspondingly take away authority and powers from Councils and professional staff, and will include giving the Mayor the authority to propose and adopt the Municipal budget and to veto some decisions of Council;

**AND WHEREAS** this Bill, if enacted, will give authority over professional staff to the Mayor, including that of the Chief Administrative Officer;

**AND WHEREAS** these changes will result in a reduction of independence for professional staff including the CAO, who currently provide objective information to the Council and public and will now take direction from the Mayor alone when the Mayor so directs;

**AND WHEREAS** these are surprising and unnecessary changes to the historical balance of power between a Mayor and Council, and which historically gave the final say in all matters to the will of the majority of the elected Council.

**THEREFORE**, this Council of the Town of Kingsville, passes this resolution to petition the Government of Ontario that:

1. These changes to the *Municipal Act, 2001*, are unnecessary and will negatively affect the Town of Kingsville;
2. That if the Ontario Government deems these changes necessary in large single-tier municipalities such as Toronto and Ottawa, that such changes should not be implemented in smaller municipalities;
3. That the Ontario Government should enact legislation clarifying the role of Mayor, Council and Chief Administrative Officer, similar to those recommended by the Ontario Municipal Administrator's Association and those recommended by Justice Marrocco in the Collingwood judicial inquiry of 2020; and
4. That if the stated goal of this legislation is to construct more housing in Ontario that this can be accomplished through other means including amendment of the *Planning Act* and funding of more affordable housing.

Council further directs the Clerk to ensure that a copy of this resolution be provided to the Premier of Ontario, the Minister of Municipal Affairs and Housing, the "Standing Committee on Heritage, Infrastructure and Cultural Policy", Kingsville's MPP, the Association of Municipalities of Ontario, and other Municipalities in Ontario."



RECORDED VOTE – Carried Unanimously

	YEA	NAY
Deputy Mayor Gord Queen	X	
Councillor Kimberly DeYong	X	
Councillor Tony Gaffan	X	
Councillor Laura Lucier	X	
Councillor Thomas Neufeld	X	
Councillor Larry Patterson	X	
Results	6	0

If you have any questions or comments please contact Paula Parker at [pparker@kingsville.ca](mailto:pparker@kingsville.ca).

Yours very truly,



Paula Parker  
Town Clerk, on behalf of Kingsville Council

cc:     The Honourable Steve Clark, Minister of Municipal Affairs and Housing  
          ([Steve.Clark@pc.ola.org](mailto:Steve.Clark@pc.ola.org))  
          Standing Committee on Heritage, Infrastructure and Cultural Policy; Attn.: Committee Clerk  
          Isaiah Thorning ([schicp@ola.org](mailto:schicp@ola.org))  
          Anthony Leardi, MPP – Essex ([Anthony.Leardi@pc.ola.org](mailto:Anthony.Leardi@pc.ola.org))  
          Association of Municipalities of Ontario (AMO) ([amo@amo.on.ca](mailto:amo@amo.on.ca))  
          All Ontario Municipalities



September 13, 2022

Resolution No. 202/2022

**THE CORPORATION OF THE TOWNSHIP OF MCGARRY  
P.O. BOX 99  
VIRGINIATOWN, ON. P0K 1X0**

**MOVED BY** Bonita Culhane

**SECONDED BY** L. Caza

Whereas across municipal councils in Ontario there have been appalling instances of misogyny and hatred; and

Whereas the powers of the Office of the Integrity Commissioner do not include the ability to recommend expulsion of councillors;

Now Therefore Be It Resolved That the Council of Township of McGarry direct staff to send a letter to the Ministry of Municipal Affairs and Housing with copies being sent to the federal government, provincial government, Association of Municipalities, requesting the Ministry:

1. Study the merits of allowing the recall of municipal councillors under carefully prescribed circumstances, including displays of hatred, misogyny and all forms of discrimination; and
2. Facilitate strengthened and ongoing orientation and training sessions for Councils, local boards, and committees"

**Defeated** \_\_\_\_\_  
**Mayor**

**/ Carried** Matt Reimer  
**Mayor**

**Recorded Vote**

**Requested by** \_\_\_\_\_

**YES**

**NO**

**Mayor Matt Reimer**  
**Councillor Wendy K. Weller**  
**Councillor Louanne Caza**  
**Councillor Bonita Culhane**  
**Councillor Annie Toupin-Keft**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The Corporation of the Township of Southgate**  
**By-law Number 2022-143**  
**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 September 21, 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 September 21, 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 21<sup>st</sup> day of September, 2022.**

---

John Woodbury - Mayor

---

Lindsey Green – Clerk