



**Township of Southgate  
Addendum Council Meeting Agenda**

**July 5, 2023**

**9:00 AM**

**Holstein Council Chambers**

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**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 in advance of the meeting by email to [clerks@southgate.ca](mailto:clerks@southgate.ca)

**4. Confirmation of Agenda**

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

**5. Declaration of Pecuniary Interest**

**6. Delegations & Presentations**

**6.1 South East Grey Community Health Centre Presentation - Alex Hector and Larry Mann**

**10 - 27**

**Be it resolved that Council receive the South East Grey Community Health Centre Presentation for information.**

7. Adoption of Minutes 28 - 39

**Be it resolved that** Council approve the minutes from the June 15, 2023 Special Council Meeting and from the June 21, 2023 Council and Closed Session meetings as presented.

8. Reports of Municipal Officers

8.1 Clerk Lindsey Green

8.1.1 CL2023-017 - Police Service Board Recommendation - Crime Stoppers Donation 40 - 43

**Be it resolved that** Council receive Staff Report CL2023-017 for information; and

**That** Council receive the recommendation from the Southgate Police Service Board dated June 20, 2023; and

**That** Council approve a \$500.00 donation to the Crime Stoppers of Grey Bruce; and

**That** Council direct staff to advise the Crime Stoppers of Grey Bruce of the Township's Grants, Donations and Funding Policy No. 3 and associated deadlines in advance for 2024 funding opportunities.

\*8.1.2 CL2023-018 - Hopeville Kite Festival – Declaration of Municipally Significant Event 44

**Be it resolved that** Council receive Staff Report CL2023-018 for information; and

**That** Council declare the Hopeville Kite Festival as a municipally significant event.

8.2 Public Works Manager Jim Ellis

**8.2.1 PW2023-028 Holstein Dam, Tree Marking & Culvert Tender Awards 45 - 51**

**Be it resolved that** Council receive Staff Report PW2023-028 for information; and  
**That** Council approves awarding the Holstein Dam Sluiceway Repairs to McLean Taylor Construction Limited in the amount of \$239,506.33, the Tree Marking Services to Eccles Forestry Ltd. in the amount of \$150.00 / hectare and the Culvert tender to J.A. Porter Holdings in the amount of \$132,632.93, all pricing excluding HST.

**8.3 Chief Administrative Officer Dina Lundy**

**8.3.1 CAO2023-006 - Future Focused Roadmap - Strategic Planning 52 - 56**

**Be it resolved that** Council receive Staff Report CAO2023-009 for information; and  
**That** Council awards the contract for the Community Strategic Plan to Wilton Consulting Group at a cost of \$25,500 + HST.

**8.4 HR Manager Kayla Best**

**8.4.1 HR2023-011 - Electronic Monitoring Policy 57 - 58**

**Be it resolved that** Council receive staff report HR2023-011 for information; and  
**That** Council approve updates to Policy #93 Electronic Monitoring Policy by Municipal By-Law 2023-068 at the July 5, 2023 Council Meeting.

**8.4.2 By-law 2023-068 Electronic Monitoring Policy No. 93 59 - 62**

**Be it resolved that** by-law number 2023-068 being a By-law to adopt the "Electronic Monitoring Policy" known as Policy Number 93 and to repeal By-law 2022-152 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.

63 - 81

**Be it resolved that** Council receive Staff Report HR2023-014 for information.

## 8.5 Planner Clinton Stredwick

## 82 - 119

**Be it resolved that** Council receive staff report PL2023-032 as information; and

**That** Council consider approving the Flato East Phase 9 Site Alteration Agreement dated July 5, 2023; and

**That** Council consider approving the Flato East Phase 9 Site Alteration Agreement dated July 5, 2023 by Municipal By-law 2023-064.

## 120 - 134

**Be it resolved that** by-law number 2023-064 being a by-law to authorize the signing of a site alteration agreement between Flato Dundalk Meadows Inc. and 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.



**8.5.3 PL2023-034 Flato East Phase 11 Development Reserve Capacity Servicing Allocation 135 - 143**

**Be it resolved that** Council receive staff report PL20232-034 as information; and

**That** Council consider approving by-law 2023-067 for the allocation of 54 additional equivalent residential units of servicing capacity for Water and Wastewater to the Flato East Phase 11 Commercial and Residential Development Project. Specifically, it will add an additional 54 ERU of water and wastewater capacity to the development. The final allocations for phase 11 will be as follows: 29 ERU's for a commercial use, 96 ERU's for single family dwellings and 81 ERU's for 101 townhomes; and

**That** Council authorize the Mayor and the Clerk to sign the Flato East Phase 11 Development Project Servicing Capacity Allocation Agreement

**8.5.4 By-law 2023-067 Flato East Phase 11 Reserve Capacity Servicing Allocation 144 - 148**

**Be it resolved that** by-law number 2023-067 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.

**\*8.5.5 PL2023-0033 Southgate Meadows Inc. Flato East Phase 11 Subdivision Agreement Report 149 - 156**

**Be it resolved that** Council receive staff report PL2023-033 as information; and

**That** Council approved the subdivision agreement subject to preliminary acceptance being received for all phase 11 works to the satisfaction of the Township Engineers, and

**That** Council consider approval of the final Flato Dundalk Meadows Inc., Flato East Phase 11 Subdivision Agreement by By-law 2023-070 at the July 5, 2023 Council meeting; and

**That** the agreement be executed following preliminary acceptance of the phase 11 works and the posting of the required securities to the satisfaction of the Township and its engineers.

**\*8.5.6 By-law 2023-070 - Flato East Phase 11 Subdivision Agreement Approval 157 - 239**

**Be it resolved that** by-law number 2023-070 being a by-law to authorize a subdivision agreement with Flato Dundalk Meadows Inc. and the Corporation of the Township of Southgate, be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

**9. By-laws and Motions**

None.

**10. Notice of Motion**

None.

**11. Consent Items**

**11.1 Regular Business (for information)**

**Be it resolved that** Council approve the items on the Regular Business consent agenda dated July 5, 2023 (save and except items \_\_\_\_\_) and direct staff to proceed with all necessary administrative actions.

11.1.1	FIN2023-0013 Donation, Grant, Sponsorship Funds Available	240 - 241
11.1.2	Councillor Shipston FCM Report	242 - 245
11.1.3	Councillor Shipton OACA Report	246 - 248
11.1.4	2023-04-11 Police Service Board Meeting Minutes	249 - 251
11.1.5	2023-04-26 AAHAC Meeting Minutes	252 - 255
11.1.6	2023-05-24 Public Planning Minutes	256 - 258
11.2	Correspondence (for information)	
	Be it resolved that Council receive the items on the Correspondence consent agenda dated July 5, 2023 (save and except items _____) as information.	
11.2.1	GRCA Members Attendance June 2023	259
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 July 5, 2023 (save and except items _____) as information.	
11.3.1	Town of Fort Frances - Opioid Crisis Resolution	260 - 261
	<i>Original Resolution for Opioid Crisis Resolution Request for Support from the June 21, 2023 meeting discussion regarding item 11.3.5. Bonfield Township Resolution of Support for Opioid Crisis</i>	
11.3.2	City of Quinte West - Legislative Amendments to Improve Municipal Codes of Conduct - received June 19, 2023	262 - 263
11.3.3	Municipality of Shuniah - Bill 3 - received June 22, 2023	264
11.3.4	Municipality of North Perth - Vacant Building Official Positions - received June 26, 2023	265 - 266
11.3.5	City of Woodstock - Highway Traffic Act Amendments - received June 27, 2023	267 - 268

11.3.6	Town of Fort Erie - Support Bill 97 Renovictions - received June 28, 2023	269 - 271
11.3.7	Town of Petrolia - Increase of Licensed Child Care Spaces - received June 29, 2023	272 - 273

#### 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 an Identifiable Individual, Including Municipal or Local Board Employees (Sec 239(2)(b)) (Subject: update re property sale agreement), Litigation or Potential Litigation (Sec. 239(2)(e)) (Subject: update re: ongoing litigation), Personal Matters About an Identifiable Individual, Including Municipal or Local Board Employees (Sec 239 (2)(b)) (Subject: CAO Review); and

**That** HR Manager Kayla Best, Clerk Lindsey Green and Chief Administrative Officer Dina Lundy remain in attendance, as required.

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

**14.1 Personal Matters About an Identifiable Individual, Including Municipal or Local Board Employees (Sec.239(2)(b)) (Subject: update re property sale agreement)**

**14.2 Litigation or Potential Litigation (Sec. 239(2)(e)) (Subject: update re: ongoing litigation)**

**14.3 Personal Matters About an Identifiable Individual, Including Municipal or Local Board Employees (Sec 239 (2)(b)) (Subject: CAO Review)**

**15. Confirming By-law**

274

**Be it resolved that** by-law number 2023-069 being a by-law to confirm the proceedings of the Council of the Corporation of the Township of Southgate at its regular meeting held on July 5, 2023 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: Alex Hector	
Additional Speaker: Larry Mann	
ADDRESS: [REDACTED]	
POSTAL CODE: N0C1H0	E #: [REDACTED]
E-MAIL ADDRESS:	

### New Delegation

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

Present to Council how a CHC is different from a Family Health Team and how we bene

- 
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):

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### 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)

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**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.



Signature

Feb 14, 2023

Date



Signature

Feb 14, 2023

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: July 5, 2023

Municipal Clerk Initials: LG

## **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.



# **Township of Southgate Council Presentation**

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

**Our Vision:** *Healthy People, Vibrant Communities*

**Our Mission:** *To Help People and Communities Achieve Health  
and Well Being*

**July 5, 2023**

# Delegation Objectives

- Provide information to Mayor and Council on what the South East Grey CHC does, how it operates and the benefits it brings to the community
- Provide an update on programs being funded by the Township
- Express our appreciation for the ongoing support being provided

# Executive Summary

- We are an interdisciplinary healthcare and community development organization operating from four locations; Chatsworth, Markdale, and Dundalk (2).
- Our health professionals act as the first contact and principal point of continuing care for patients within the healthcare system in conjunction with the hospital which provides emergency and secondary care (specialists, surgery etc.). We coordinate other specialist care that the patient may need. Our health professionals team includes MD's, NP's, Dietitians, Social Workers, Physiotherapists, and Chiropodist. We also have a small group of health professionals who develop strategies and programs designed to keep people healthy and involved.
- Our operations are underpinned by a small and extremely capable team of dedicated medical administration and nursing professionals
- Our focus is on community health and wellbeing. We focus on the social determinants of health (i.e. food insecurity, social exclusion, social safety network to name just a few), and we are community governed – like a hospital.
- We fall under the supervision of Ontario Health West.
- We support our community by providing primary care (Physicians and Nurse Practitioners) to over 7500 rostered clients in our catchment area.
- We focus on providing care and services to vulnerable community members such as seniors, youth, clients with mental health and addiction challenges and new parents and babies.
- CHC provides community members with services such as social work, physiotherapy, nutrition and footcare – care that is delivered close to home
- Established in October 2011 we are into our 12<sup>th</sup> year of operation.
- Our team consists over 50 employees making us a significant employer in the region
- In 2022/23 we provided 52,071 patient visits to 12,286 patients.

# Executive Summary (cont'd)

- In Southgate we operate in two locations:

## *The Erskine*

- Joint venture agreement with Presbyterian Church and the Township of Southgate (CHC is lessee on a rent free basis, Township provides funding for utilities and is not party to the lease)
- 1 SW, RD – operating 2 days per week
- Programs offered 5 days per week

## *The Clinic*

- Currently in rented space in the Lions Club building
- 1 MD, 3 NP's – operating 4 days a week
- An application for capital to build a new location on former railway lands in Dundalk is currently in process- ***thank you to the Township of Southgate for strong support and advocacy for this project***

- We receive annual funding from the Ministry of Health through Ontario Health West- \$5 million in 2020/21. **Funding for programs is not provided by the Ministry.**
- We design and deliver programs to support Seniors, Anabaptist Community, and Youth as well as the public at large. Our programs also help improve and maintain mental health
- We also partner either through programs or the use of our spaces with outside organizations such as JunCtian Community Initiatives, Upper Grand District School Board, Paramed, South East Grey Support Services- New Directions, YMCA Settlement Services, YMCA Employment Services, CMHA, and Oshare to name just a few.

# Executive Summary (cont'd)

- The 2016 Census shows that there are ~7,350 Southgate residents of which 2,665 are 60 years of age or older ~ 36.2% of the population of Southgate is over the age of 60 versus Ontario average of 19%.
- The medical needs and program requirements of each age group differ and become more complex as residents age.
- According to the World Health Organization, social isolation can put seniors at greater risk of death than factors such as obesity, physical inactivity and smoking.
- Demographics of our catchment area result in programs playing a very important role with community health and mitigating social isolation. Between April 2022 to March 2023, our programs have been utilized by 18,748 participants through 1,633 sessions.
- The need and demand for program related support is growing due to an aging population and the ongoing impact of the pandemic on the population's mental health.
- Programs assist with overall feelings of wellness through physical activity, social interaction, nutrition, creating a sense of being welcome and feelings of belonging and being cared for.
- Funding for programs is currently being provided by:
  - Grey Highlands \$50,000
  - Southgate \$25,000
  - Melancthon \$5,000

***Thank you for your support!!***

# Executive Summary (cont'd)

We provide a wide array of programs

Participants do not need to be a client of the CHC

All community members are welcome!

Group Name	No of Sessions	Total Participants
2SLGBTQ+ Connection 2022-2023	10	36
Adult only skates with the Municipality of Grey Highlands	42	188
Backpack Program 2022	6	28
Beginner 4 week yoga session - March/April 2023	2	16
Check In & Chat 2022	19	49
Community Cafe - Dundalk April 2022	47	539
Community Closet Fall 2022	2	18
Community Garden Dundalk Park 2022	2	10
Community Garden Markdale 2022	2	16
Community Walk Dundalk Dec 2022	1	2
Community Walk Markdale December 2022	1	21
Cornhole afterschool program Oct 2022	3	49
Creativity and Wellness	1	5
Family and Friends Holiday Fun	1	90
Free Fresh Produce	32	786
Free Fresh Produce Markdale 2022-2023 Sept - Mar	25	385
Gentle Fit Chair Fitness - Dundalk 2022-2023	49	401
Gentle Fit Chair Fitness - Markdale 2022-2023	73	631
Gentle Fit Chair Fitness - online 2022 - 2023	38	96
Good Food Box Token Program 2022-2023 Dundalk	11	878
Good Food Box Token Program 2022-2023 Markdale	11	462
Grey Bruce Alzheimers - Understanding Dementia	1	35
Household Pantry Program	19	344
Income Tax 2022	62	313
Income Tax 2023	26	245
indoor walking program - Dundalk April 2022 start	17	88
indoor walking program - Flesherton 2022 April start	43	190
Line Dancing 2022-2023	9	158
Line Dancing March June 2023	2	80
Margaret Elizabeth Apartment Nutrition Education Program	1	3
Markdale Family Day Activities 2023	1	200
Markdale Pickleball April 2022	86	620
Nutrition Presentations	14	162
Open Gym 2022 April start	244	1924
Pickleball 101 Feversham April 2022	4	36
Pickleball 101 Markdale Jun/July 2022	4	27
Pickleball 101 Markdale Sept/Oct 2022	3	16
Pickleball 2022 October Osprey	237	2136
preschool skates with Grey Highlands	57	247
Seed Starting Markdale April 2022	1	9
social group/pool group - May 2022	34	293
Summer Lunches Dundalk 2022	9	611
Tai Chi - (in person) - New beginners Thursdays, 2022	49	339
Tai Chi - Continuing Monday	43	246
Thrive with Diabetes 2023 March	4	28
Walking- Indoor/Outside Markdale	42	247
Yoga - Instructor Led (Dundalk) 2022 - 2023	44	421
Yoga - Instructor Led (Markdale) 2022 - 2023	34	458
Yoga - Online 2022 April	39	349
youth time in the gym	1	2
YUM 2022-2023 Sept-Mar	57	2192
YUM April 2022	50	1697
Zumba - Markdale Fall 2022	9	104
Zumba - Markdale Winter 2023	9	222
<b>Grand Total</b>	<b>1633</b>	<b>18748</b>

# Thank You!

## QUESTIONS?

**FOLLOW US!**

**FACEBOOK: SOUTH EAST GREY COMMUNITY HEALTH CENTRE**

**INSTAGRAM: SEGCHC**

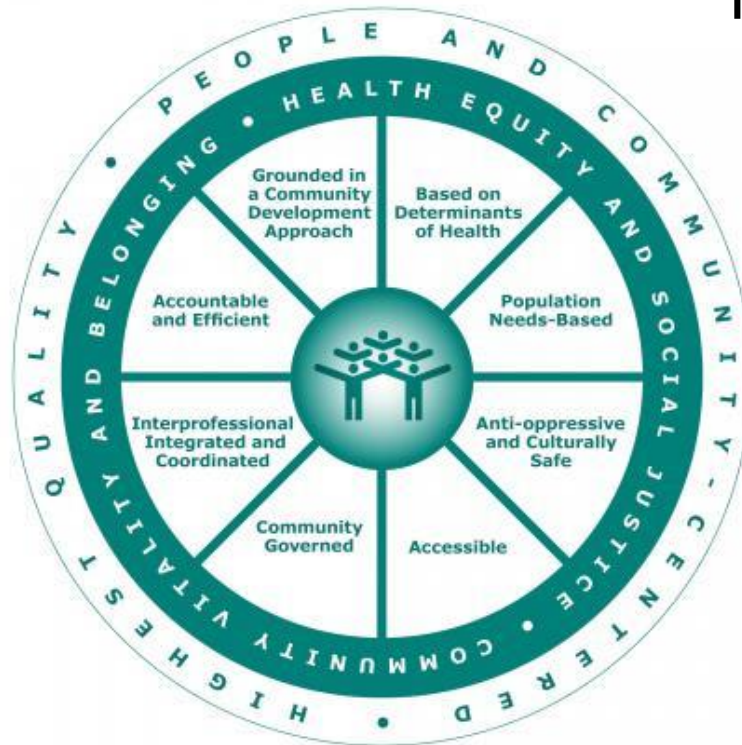
**SIGN UP FOR OUR NEWSLETTER: [INFO@SEGCHC.CA](mailto:INFO@SEGCHC.CA)**

# Appendix 1 - How We Operate

- The SEGCHC is an incorporated charitable entity and as such, we are guided by the principles associated with being both
- We receive annual funding from the Ministry of Health through Ontario Health West- \$5 million in 2022/23
- Funding for programs is not provided by the Ministry
- We adhere to the reporting requirements as set out by
  - MOHLTC, OHRS, MIS and Program Specific Reporting
  - OH West - M-SAA, CAPS
- We have a volunteer Community Board of Directors
- We have an Accountability Framework



# Appendix 1 - How We Operate (cont'd)



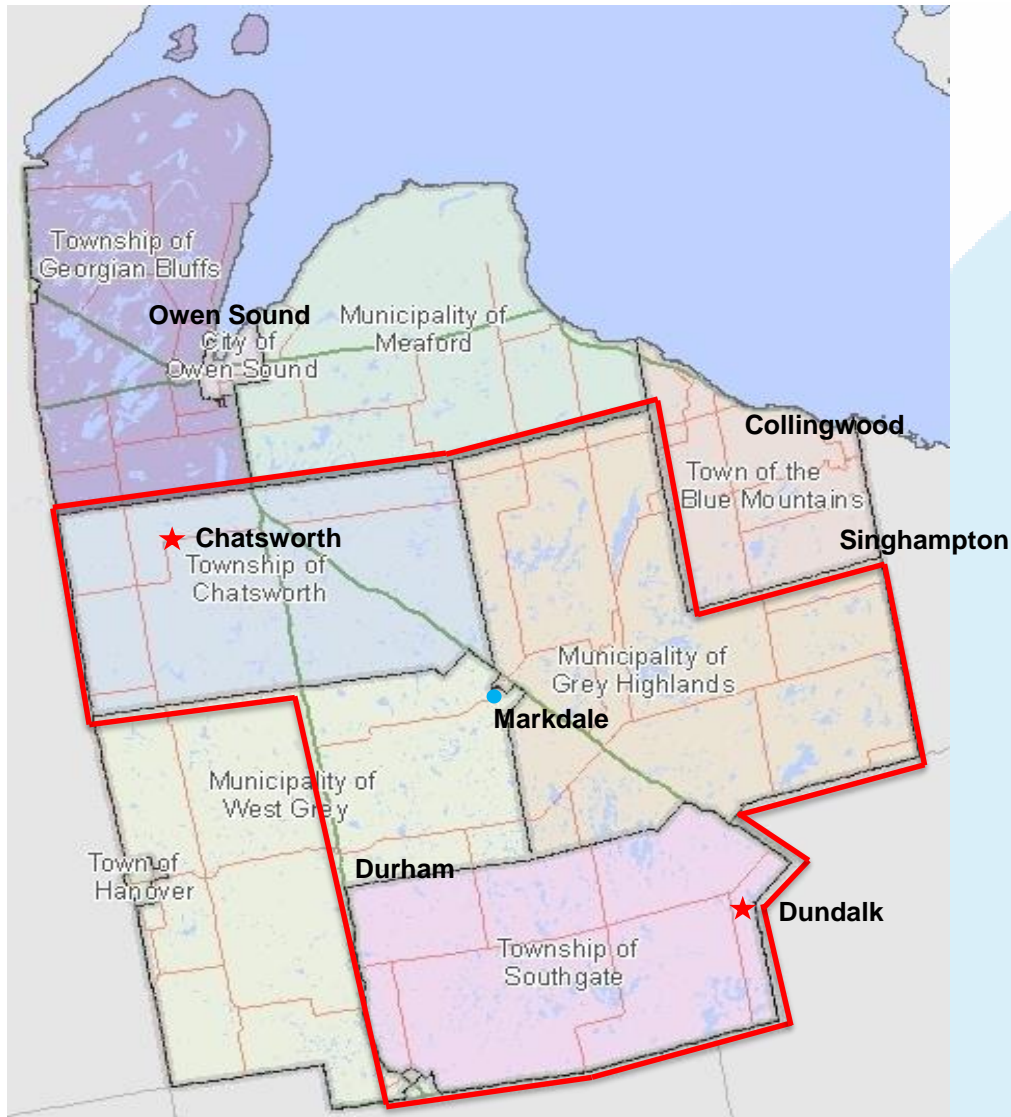
## The Model of Health and Wellbeing

- Grounds the SEGCHC in all of the work that we do
- Part of the M-SAA requirement
- Evidence-based system designed to focus SEGCHC on core principles for the delivery of inter-professional primary care and community development

# Appendix 2 - How are we Different?

- Unlike a FHT or a FHG, we do not bill OHIP. We have a base budget and negotiated performance targets based on a SAMI score which is a way to measure patient morbidity. For example:
  - A full time family physician working from a FHT or FHG might have 1,200 patients rostered
  - A CHC full time NP or MD would have 1,200 / SAMI index or about 700 patients each
  - A FHT SAMI = 1.0 SEGCHC SAMI = 1.58
- We are staffed with physicians and nurse practitioners but our NPs actually roster their own patients.
- We are very fortunate to have a multi-disciplinary team of allied health professionals.
- Our focus is on community health and wellbeing.
- We focus on the social determinants of health.
- We are community governed – like a hospital.
- We fall under the supervision of Ontario Health West

# Appendix 3 - Our Catchment Area



- The South East Grey Community Health Centre geography consists of the Township of Chatsworth, the Municipality of Grey Highlands, the Township of Southgate and part of West Grey
- The population of this area is ~ 35,000
- The area is approximately 7,500 km<sup>2</sup> or about the size of the GTA

## Our Clients

- Seniors, youth, newcomers, clients with mental health and addiction challenges and new parents and babies.
- People who are marginalized, families living in poverty and/or with housing or food security problems
- People with physical and mental disabilities
- Farm families

# Appendix 4 - Our Locations

- Markdale – *main site*
  - Operates 5 days per week
  - 20,000 ft<sup>2</sup>, primary care and inter-professional primary care team
  - Rural health hub
- Chatsworth – *satellite site*
  - Partnership arrangement with Township of Chatsworth
  - 1 NP, SW, RD – operating 2 days per week
  - Focus on the Mennonite population
- Dundalk – *satellite site – The Erskine*
  - Partnership arrangement with Township of Southgate and the Erskine Presbyterian Church
  - 1 SW, RD – operating 2 days per week
  - Programs offered 5 days per week
- Dundalk – *second site- The Clinic*
  - Currently in rented space in the Lions Club building
  - 1 MD, 3 NP's – operating 4 days a week

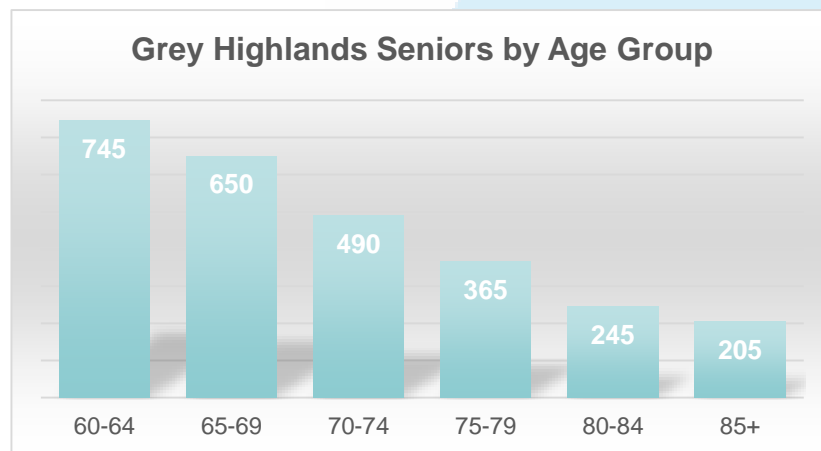
# Appendix 5 - The Community We Serve

## Current Activities

- Established a Rural Health Hub in Markdale with partners (CMHA, Keystone, Grey County Social Services, YMCA Employment Services, GBPHU Dental (Healthy Smiles and Seniors Dental) located on site
- Seasonal vaccination clinics; collaborate with Chapman's for workplace vaccine clinics
- Seeking approval for capital funds to construct a new facility on land donated by Southgate and Grey County- a similar rural health hub is envisioned
- We provide primary care to residents of Participation Lodge
- Our inventory of community programs is in high demand across the lifespan
- Focused efforts on the Anabaptist Community has led to a rostering of 500± patients and services which include palliative care
- Exploring Midwifery Services to offer care closer to home; prenatal care improves health outcomes for mother and newborn.
- Community health education is offered at local daycares, libraries, seniors groups and more.
- Service priority and hard to reach populations such as elderly, pregnant persons, persons with mental health and addiction challenges, persons living in poverty
- Provide access to many specialty medical services on site such as Orthopedic surgeon, Medical internist, child and adult psychiatry services

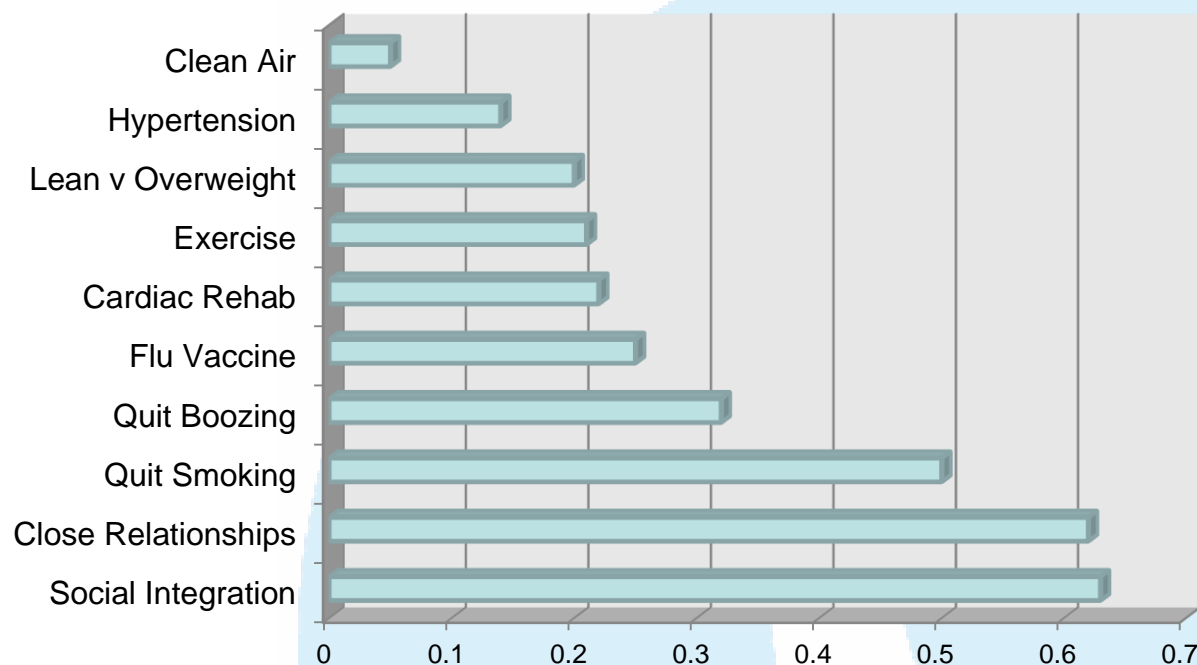
# Appendix 6 - GH Seniors Demographic

- The 2016 Census shows that there are ~7,350 residents of Southgate of which 2,665 are 60 years of age or older
- Therefore 36.2% of the population of Southgate is over the age of 60
- The service and program requirements of each age group differ and become more complex as residents age



Source: Statistics Canada 2016 Census

# Appendix 7 - Staying Alive



*According to the World Health Organization, social isolation can put seniors at greater risk of death than factors such as obesity, physical inactivity and smoking*



## **Township of Southgate**

### **Minutes of Special Council Meeting**

June 15, 2023

8:30 AM

Township of Southgate - Bus Tour

Members Present: Mayor Brian Milne  
Deputy Mayor Barbara Dobreen  
Councillor Jason Rice  
Councillor Jim Ferguson  
Councillor Joan John  
Councillor Monica Singh Soares (left at 1:14 PM)

Members Absent: Councillor Martin Shipston

Staff Present: Dina Lundy, Chief Administrative Officer  
Lindsey Green, Clerk  
Jim Ellis, Public Works Manager  
Adam Mighton, Treasurer  
Bev Fisher, Chief Building Official  
Derek Malynyk, Fire Chief  
Kayla Best, HR Manager  
John Watson, Public Works Foreman & Fleet Manager  
Cory Henry, Water and Wastewater Lead Hand

*Note: This Special Meeting of Council was held on a bus that toured throughout the Township for the meeting duration, for the purposes of a 'roads tour' that highlighted infrastructure conditions and issues and plans for capital projects and maintenance.*

#### **1. Call to Order**

Mayor Milne called the meeting to order at 9:07 AM.



**2. Confirmation of Agenda**

No. 2023-267

**Moved By** Deputy Mayor Dobreen

**Seconded By** Councillor Ferguson

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

**Carried**

**3. Declaration of Pecuniary Interest**

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

**4. Reports of Municipal Officers**

**4.1 Public Works Manager Jim Ellis**

**4.1.1 PW2023-027 Southgate Transportation and Public Safety Roads and Infrastructure Bus Tour**

No. 2023-268

**Moved By** Councillor Rice

**Seconded By** Councillor Ferguson

**Be it resolved that** Council receive Staff Report PW2023-027 for information; and

**That** Council authorize Public Works Manager Jim Ellis to proceed with information regarding all locations to be visited; and

**That** Council waive procedure by-law item 22.6 to allow for an extended discussion period.

**Carried**

Deputy Mayor Dobreen moved the following motion.

No. 2023-269

**Moved By** Deputy Mayor Dobreen

**Seconded By** Councillor Rice

**Be it resolved that** Council proceed past noon.

**Carried**

Councillor Singh Soares left the meeting at 1:14 PM and did not return.

**5. Confirming By-law**

No. 2023-270

**Moved By** Deputy Mayor Dobreen

**Seconded By** Councillor John

**Be it resolved that** by-law number 2023-063 being a by-law to confirm the proceedings of the Council of the Corporation of the Township of Southgate at its special meeting held on June 15, 2023, be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

**Carried**

**6. Adjournment**

No. 2023-271

**Moved By** Councillor Ferguson

**Seconded By** Councillor Rice

**Be it resolved that** Council adjourn the meeting at 2:35 PM.

**Carried**

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Mayor Brian Milne

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Clerk Lindsey Green



## **Township of Southgate**

### **Minutes of Council Meeting**

June 21, 2023

1:00 PM

Holstein Council Chambers

Members Present: Mayor Brian Milne  
Deputy Mayor Barbara Dobreen  
Councillor Jason Rice  
Councillor Jim Ferguson  
Councillor Martin Shipston  
Councillor Joan John  
Councillor Monica Singh Soares

Staff Present: Dina Lundy, Chief Administrative Officer  
Lindsey Green, Clerk  
Jim Ellis, Public Works Manager  
Clinton Stredwick, Planner  
Kayla Best, HR Manager  
Holly Malynyk, Legislative Assistant

#### **1. Call to Order**

Mayor Milne called the meeting to order at 1:00 PM.

#### **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**

No members of the public spoke at open forum.

**4. Confirmation of Agenda**

No. 2023-272

**Moved By** Councillor Shipston

**Seconded By** Councillor John

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

**Carried**

**5. Declaration of Pecuniary Interest**

Mayor Milne declared a conflict of interest on item 8.2.1 - HR2023-010 - Admin Staff Review due to a family member and did not participate in the discussion or voting of the item.

**6. Delegations & Presentations**

**6.1 Presentation of Good Roads 32 Years in Service Award to Phil Wilson**

Congratulations to retired Township of Southgate employee Phil Wilson for receiving the Good Roads 32 Years in Service Award.

**7. Adoption of Minutes**

No. 2023-273

**Moved By** Councillor Ferguson

**Seconded By** Councillor Shipston

**Be it resolved that** Council approve the minutes from the June 7th, 2023, Council and Closed Session meetings as presented.

**Carried**

**8. Reports of Municipal Officers**

**8.1 Chief Administrative Officer Dina Lundy**

**8.1.1 CAO2023-008- Olde Town Hall Sale**

**Moved By** Councillor John

**Seconded By** Councillor Ferguson

**Be it resolved that** Council receive Staff Report  
CAO2023-008 for information; and

**That** Council direct staff to re-list the property for sale.

Councillor Singh Soares moved the following amendment  
to the main motion.

**Amendment:**

No. 2023-274

**Moved By** Councillor Singh Soares

**Seconded By** Deputy Mayor Dobreen

**Be it resolved that** Council amend the motion to add a  
third clause that states "**That** staff continue to look for  
opportunities to work with the public on finding ways to  
keep the theatre open and include the community benefit  
in the RFP."

**Carried**

**Motion as Amended:**

No. 2023-275

**Moved By** Councillor John

**Seconded By** Councillor Ferguson

**Be it resolved that** Council receive Staff Report  
CAO2023-008 for information; and

**That** Council direct staff to re-list the property for sale;  
and

**That** staff continue to look for opportunities to work with  
the public on finding ways to keep the theatre open and  
include the community benefit in the RFP.

**Carried**

## **8.2 HR Coordinator Kayla Best**

### **8.2.1 HR2023-010 – Admin Staff Review**

Mayor Milne declared a conflict of interest on item 8.2.1 - HR2023-010 - Admin Staff Review due to a family member, relinquished the Chair, and did not participate in the discussion or voting of the item.

Deputy Mayor Dobreen assumed the Chair.

No. 2023-276

**Moved By** Councillor Shipston

**Seconded By** Councillor Ferguson

**Be it resolved that** Council receive Staff Report HR2023-010 for information; and

**That** Council approve updated job descriptions and corresponding pay grid movements.

**Carried**

Mayor Milne assumed the Chair.

## **9. By-laws and Motions**

None.

## **10. Notice of Motion**

None.

## **11. Consent Items**

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

No. 2023-277

**Moved By** Deputy Mayor Dobreen

**Seconded By** Councillor Ferguson

**Be it resolved that** Council approve the items on the Regular Business consent agenda dated June 21, 2023 and direct staff to proceed with all necessary administrative actions.

**Carried**

**11.1.1 PW2023-027 Department Report**

**11.2 Correspondence (for information)**

No. 2023-278

**Moved By** Councillor John

**Seconded By** Councillor Singh Soares

**Be it resolved that** Council receive the items on the Correspondence consent agenda dated June 21, 2023 (save and except items 11.2.4) as information.

**Carried**

**11.2.1 TOARC 2022 Annual Report**

**11.2.2 Ministry of Natural Resources and Forestry - Streamlining of Approvals under the Aggregate Act - received June 14, 2023**

**11.2.3 SMART Board Minutes - Apr 28 2023**

**11.2.4 Grey County Truck Show 2023 Sponsorship Package**

Deputy Mayor Dobreen moved the following motion.

No. 2023-279

**Moved By** Deputy Mayor Dobreen

**Seconded By** Councillor Shipston

**Be it resolved that** Southgate Council receive for information correspondence 11.2.4 Grey County Truck Show 2023 Sponsorship Package; and

**That** Council refer the correspondence to staff to consider and recommend opportunities as budget permits for grant/advertising opportunities; and

**That** staff forward Policy #3 Donations, Grants and Funds to Grey County Trucking for future consideration.

**Carried**

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

No. 2023-280

**Moved By** Deputy Mayor Dobreen

**Seconded By** Councillor Shipston

**Be it resolved that** Council receive the items on the Resolutions of other Municipalities consent agenda dated June 21, 2023 (save and except items 11.3.3 and 11.3.5) as information.

**Carried**

**11.3.1 Town of Newmarket - Resolution in Support of Bill 5 - received June 6, 2023**

**11.3.2 Municipality of West Grey - Resolution Letter Re Support for Highway Traffic Act Amendments - received June 9, 2023**

**11.3.3 Municipality of West Grey - Letter Re Support for Bell-Hydro Infrastructure - received June 9, 2023**

Councillor Shipston moved the following motion.

No. 2023-281

**Moved By** Councillor Shipston

**Seconded By** Councillor Singh Soares

**Be it resolved that** in consideration of correspondence received from the Municipality of Tweed further supported by the Municipality of West Grey respecting a resolution on Bell-Hydro Infrastructure, council supports the resolution and directs staff to forward a copy of the resolution to the Premier of Ontario, the Association of Municipalities of Ontario, MPP Rick Byers, and all Ontario municipalities.

**Carried**



**11.3.4 Town of Bradford West Gwillimbury - Right to Repair - received June 13, 2023**

**11.3.5 Bonfield Township - Resolution of Support for Opioid Crisis - received June 15, 2023**

Councillor Singh Soares moved the following motion.

**Moved By** Councillor Singh Soares

**Seconded By** Councillor Ferguson

**Be it resolved that** the Township of Southgate supports the Town of Fort Francis in response to the opioid crisis and in advocating the province for additional resources to combat the opioid crisis; and

**That** a copy of this resolution be forwarded to all Municipalities in Ontario, local MP/s and MPP/s and the Association of Municipalities of Ontario.

Deputy Mayor Dobreen moved the following motion.

No. 2023-282

**Moved By** Deputy Mayor Dobreen

**Seconded By** Councillor Shipston

**Be it resolved that** Council refer Bonfield Township's resolution of support for Fort Francis opioid crisis back to staff for further information and to obtain the entirety of Fort Francis's initial correspondence.

**Carried**

**11.4 Closed Session (for information)**

None.

**12. County Report**

Mayor Milne summarized the Intelligent Communities Forum event that he attended as Warden earlier this week. Deputy Mayor Dobreen commented on the most recent County Council meeting. More information can be found [here](#).

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

Councillor Singh Soares wished everyone a happy Fathers Day. She also reminded residents about the Fireman's Frolic being held this Friday, June 23rd at the Dundalk Memorial Park from 4:30-8pm.

Deputy Mayor Dobreen mentioned the many Canada Day celebrations upcoming including the Holstein Agro Expo and Rodeo, Holstein Fireworks Festival and the Canada Day Connects event in Dundalk. She also added that today was the 10th anniversary party for Lystek International.

Deputy Mayor Dobreen congratulated Councillor Joan John for being presented with the Blue Water District School Board's Award of Excellence. Councillor John was nominated for her collaborative efforts through the Junction Community Initiatives group surrounding diversity, equity, inclusion, and cultural awareness. Congratulations to Councillor John!

### **14. Closed Meeting**

No. 2023-283

**Moved By** Councillor Ferguson

**Seconded By** Councillor Shipston

**Be it resolved that** Council proceed into closed session at 1:42 PM in order to address matters relating to Personal Matters About an Identifiable Individual, Including Municipal or Local Board Employees (Sec 239 (2)(b)) (Subject: Staffing Matters); and

**That** Clerk Lindsey Green, HR Manager Kayla Best and Chief Administrative Officer Dina Lundy remain in attendance as required.

**Carried**

Council recessed at 1:42 PM and returned at 1:44 PM.

CAO Dina Lundy left the meeting at 2:24 PM and did not return.

No. 2023-284

**Moved By** Councillor Ferguson

**Seconded By** Councillor John

**Be it resolved that** Council come out of Closed Session at 2:39 PM.

**Carried**

**15. Confirming By-law**

No. 2023-285

**Moved By** Councillor Ferguson

**Seconded By** Councillor Shipston

**Be it resolved that** by-law number 2023-066 being a by-law to confirm the proceedings of the Council of the Corporation of the Township of Southgate at its regular meeting held on June 21, 2023, be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

**Carried**

**16. Adjournment**

No. 2023-286

**Moved By** Councillor Singh Soares

**Seconded By** Councillor Rice

**Be it resolved that** Council adjourn the meeting at 2:41 PM.

**Carried**

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Mayor Brian Milne

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Clerk Lindsey Green



## **Staff Report CL2023-017**

**Title of Report:** CL2023-017 - Police Service Board Recommendation – Crime Stoppers Donation  
**Department:** Clerks  
**Branch:** Legislative and Council Services  
**Council Date:** July 5, 2023

### **Recommendation:**

**Be it resolved that** Council receive Staff Report CL2023-017 for information; and  
**That** Council receive the recommendation from the Southgate Police Service Board dated June 20, 2023; and

**That** Council approve a \$500.00 donation to the Crime Stoppers of Grey Bruce; and

**That** Council direct staff to advise the Crime Stoppers of Grey Bruce of the Township's Grants, Donations and Funding Policy No. 3 and associated deadlines in advance for 2024 funding opportunities.

### **Background:**

At their April 11, 2023, meeting, the Southgate Police Service Board (PSB) received a funding request from Crime Stoppers Grey-Bruce requesting a two-year commitment of \$2,500.00 in funds from the Board. The correspondence received is included as attachment 1 to this report. At that meeting, members asked staff to return to the following PSB meeting with budget numbers and a recommendation on the request. At the June 20, 2023, PSB meeting the following was approved:

**Moved By** Member Ferguson

**Seconded By** Member Dobrean

**Be it resolved that** the Board receive the funding request from Crime Stoppers Grey Bruce as information; and

**That** the Police Services Board recommend that Council consider a donation to the Crime Stoppers of Grey Bruce of \$500 for 2023; and

**That** the Police Services Board recommend that Council direct staff to advise the Crime Stoppers of Grey Bruce of the Township's Grants, Donations and Funding Policy No. 3 and associated deadlines in advance for 2024 funding opportunities.

**Carried**

### **Staff Comments:**

Staff advised members of the PBS that the total PSB budget for 2023 was \$3,452. Of the total, most will be used for on-line items including conferences, memberships, wages, and mileage but there is some room to allocate some dollars

to proceed with a donation. Staff recommended a \$500 donation for 2023 and that we also advise Crime Stoppers of our Policy No. 3 - Donations, Grants and Funds so they may make future requests through that policy and its associated timelines.

**Financial Implications:**

Financial implications to the Township would be \$500 from the Police Service Board operating budget.

**Communications & Community Action Plan Impact:**

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

**Concluding Comments:**

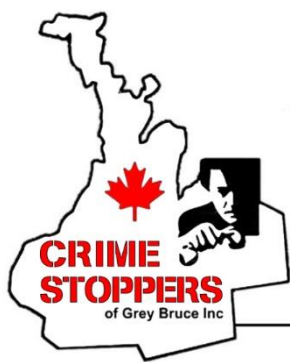
That Council approve a \$500.00 donation to the Crime Stoppers of Grey Bruce and direct staff to advise the Crime Stoppers of Grey Bruce of the Township's Grants, Donations and Funding Policy No. 3 and associated deadlines in advance for 2024 funding opportunities.

Respectfully Submitted,

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

**CAO Approval:** *Original Signed By*  
Dina Lundy, CAO

**Attachment #1** – Crime Stoppers of Grey Bruce Funding Request – received February 28, 2023



# Crime Stoppers of Grey Bruce Inc.

P.O. Box 1119, Owen Sound, Ontario N4K 6K6

**1-800-222-TIPS (8477)**

Submit a Secure Web-Tip at [cstip.ca](http://cstip.ca) or get the P3 Tips Mobile App

Phone: 519 371-6078

eMail: [crimestopgb@bmts.com](mailto:crimestopgb@bmts.com)

Fax: 519 371-1275

Web: [crimestop-gb.org](http://crimestop-gb.org)



February 28, 2023

Mayor Brian Milne

The Township of Southgate Police Services Board

The Township of Southgate

185667 Grey Road 9

Dundalk ON N0C 1B0

Holly Malynyk, Secretary, [hmalynyk@southgate.ca](mailto:hmalynyk@southgate.ca); [bmilne@southgate.ca](mailto:bmilne@southgate.ca)

Dear Chair and Members of the Police Services Board:

Crime Stoppers of Grey Bruce Inc. is requesting A COMMITMENT OF A DONATION IN THE AMOUNT OF \$2,500 EACH YEAR FOR THE NEXT TWO (2) YEARS from every Police Services Board in Grey Bruce.

Without the assistance of your Police Services Board, and the other Police Services Boards in Grey Bruce, the program is at risk of having to close due to lack of funding. Covid has put a strain on our traditional fundraising. We are once again planning our events and have some new fundraising initiatives in the works, but your support will assure the program continues to aid in community safety.

As you are aware, Crime Stoppers assists the police in making many arrests by passing the anonymous tips received by the organization on to the various police agencies in our region.

## Statistics for Grey and Bruce Counties

Over the past 36 years, tips provided to Crime Stoppers of Grey Bruce Inc. have led to the solving of 2,735 cases, with more than 1,760 arrests and the seizure of over \$54.7 Million in stolen property and illegal drugs. Approved awards for these tips amounted to more than \$287,000.

## What is Crime Stoppers?

Each Crime Stoppers organization is a separate entity, which focuses on assisting with the prevention of crime in their local communities. Crime Stoppers is **not part of the local police services**, and the only assistance our local organization receives from the OPP and Municipal Police Services is designated liaison officers who track the progress of the tips and report back with dispositions. Crime Stoppers of Grey Bruce **does not receive direct funding from the provincial or federal government**.

Crime Stoppers is a **completely volunteer based** organization. Our Board of Directors is comprised wholly of volunteers from our local communities. These volunteers are unpaid, and they perform in this capacity **at their own expense**. Crime Stoppers of Grey Bruce employs one full time Program Coordinator who performs all the administrative tasks, receives tips, and forwards them to the respective law enforcement agencies. Crime Stoppers of Grey Bruce is unique in the fact our Coordinator's salary is not paid by a police service associated with the program.

Crime Stoppers offers telephone and encrypted internet based services that allow anyone to provide tips with **anonymity guaranteed**. In exchange for the tips, rewards of up to \$2,000, approved by the respective Board of Directors, are offered. These rewards are **completely funded by donations** by individuals and communities who believe Crime Stoppers offers an invaluable tool in the fight against crime. As there are many worthy causes and not-for-profit organizations in every community, there is a constant fight for the available donation dollars, especially during post-pandemic economic recovery. Crime Stoppers sometimes tends to be at the bottom of this list as many people believe this organization is funded by the police and/or government.

#### **How are Donations Used?**

Donations are used to pay out rewards, purchase office supplies and equipment, assist with attendance fees at local events to promote Crime Stoppers, and for core funding to keep the program running.

Crime Stoppers of Grey Bruce is open to any advice, suggestions, or partnerships that would help in light of the current situation.

We are requesting the opportunity to make a presentation to your Police Services Board to answer any questions you may have. Crime Stoppers of Grey Bruce thanks you for your commitment to fighting crime and ensuring safer communities for the future generations of Grey and Bruce Counties.

Yours truly,

*Peter Reid*

Peter Reid  
Chairperson  
Crime Stoppers of Grey Bruce Inc.  
crimestopgb@bmts.com  
519-371-6078

## **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 CL2023-018**

**Title of Report:** CL2023-018 - Hopeville Kite Festival – Declaration of Municipally Significant Event

**Department:** Clerks

**Branch:** Legislative and Council Services

**Council Date:** July 5, 2023

### **Recommendation:**

**Be it resolved that** Council receive Staff Report CL2023-018 for information; and  
**That** Council declare the Hopeville Kite Festival as a municipally significant event.

### **Background:**

Ontario's largest kite festival is coming to Southgate on August 26<sup>th</sup> and 27<sup>th</sup> located on the corner of Grey Road 9 and Southgate Sideroad 15. The Hopeville kite festival offers a magical weekend of flight, music, food and more.

### **Staff Comments:**

The Hopeville Kite Festival is produced in collaboration with the South Grey Chamber of Commerce and the Township of Southgate, with support from the County of Grey. Due to the likelihood of Township and staff resources needing to be used for the festival, staff recommend that Council declare the event as municipally significant.

### **Financial Implications:**

There are no financial implications to 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.

### **Concluding Comments:**

That Council declare the Hopeville Kite Festival as a municipally significant event.

Respectfully Submitted,

**Dept. Head:** *Original Signed By*

Lindsey Green, Clerk

**CAO Approval:** *Original Signed By*

Dina Lundy, CAO

**Attachments:** None





## **Staff Report PW2023-028**

**Title of Report:** PW2023-028 Holstein Dam, Tree Marking & Culvert Tender Awards  
**Department:** Public Works  
**Branch:** None  
**Council Date:** July 5, 2023

### **Recommendation:**

**Be it resolved that** Council receive Staff Report PW2023-028 for information; and **That** Council approves awarding the Holstein Dam Sluiceway Repairs to McLean Taylor Construction Limited in the amount of \$239,506.33, the Tree Marking Services to Eccles Forestry Ltd. in the amount of \$150.00 / hectare and the Culvert tender to J.A. Porter Holdings in the amount of \$132,632.93, all pricing excluding HST.

### **Background:**

Tenders and quotes were released for Southgate Properties Tree Marking Services and culverts for stock and the 2023 Capital Projects for extension of culverts for Hagan Street East and replacement culverts for Bridges S97 & S98 on Southgate Road 12, between Southgate Sideroads 55 & 57.

The Holstein Dam Headrace Partial Decommissioning tender was released by engineers B. M. Ross and Associates Limited on behalf of the Township.

### **Staff Comments:**

The closing date was June 20, 2023 at 2pm, followed by virtual opening. The tenders were opened by Asset Manager and Deputy Treasurer Aakash Desai, Public Works Foreman/Fleet Manager John Watson, Public Works Administrative Assistant Lisa Wilson and Public Works Manager Jim Ellis.

### **Financial Implications:**

The culvert replacements on Southgate Road 12, S97 & S98, with triple CSP pipes are included in the 2023 Capital Budget = \$400,000, including \$256,607 from CCBF funding.

The Tree Marking Services will be funded by the Southgate properties tree harvesting revenues. The estimated Southgate properties hectares of marketable timber is 61.5 hectares, which would result in a possible \$9,225.00 plus HST for this service.

The Holstein Dam sluiceway repairs was presented to Council at the April 5, 2023 Council Meeting with Staff Report PW2023-011 with the following resolution:

### **8.1.2PW2023-011 Holstein Dam Sluiceway Rehabilitation Approval**

No. 2023-139

**Moved By** Councillor Ferguson

**Seconded By** Councillor Singh Soares

**Be it resolved that** Council receive Staff Report PW2023- 011 for information; and

**That** Council approve the Holstein Dam Sluiceway Rehabilitation project to authorize B. M. Ross Engineering and Associates Limited to complete final design and initiate tendering process for works to be completed in 2023; and

**That** Council approve the Holstein Dam sluiceway rehabilitation project of \$275,000.00; and

**That** Council authorize the redirection of the savings on the Excavator project and the paving projects, as needed, to fund the shortfall on the Holstein Dam sluiceway rehabilitation project.

**Carried**

**Communications & Community Action Plan Impact:**

Goal 5 - Upgrading our "Hard Services"

**Action 5:**

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

**5-B** - The Township will have adopted a long-term asset management plan for the timely repair, replacement, and expansion of the Township's infrastructure, facilities, and other assets.

**5-E** - The Township will have produced savings by examining alternatives when bridges or culverts require replacement, including where appropriate installing dual culverts instead of replacing box culverts.

**Concluding Comments:**

Staff recommends that Council receive Staff Report PW2023-o28 for information, and that Council approves awarding the following:

1. Holstein Dam Sluiceway Repairs to McLean Taylor Construction Limited in the amount of \$239,506.33,
2. Tree Marking Services to Eccles Forestry Ltd. in the amount of \$150.00 / hectare.
3. The Culvert tender to J.A. Porter Holdings in the amount of \$132,632.93, all pricing excluding HST.

Respectfully Submitted,

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

**Treasurer Approval:** *Original Signed By*  
Adam Mighton, CPA, CGA, BBA Treasurer

**CAO Approval:** *Original Signed By*  
Dina Lundy, CAO

**Attachments:**

Attachment #1 - Holstein Dam Headrace Partial Decommissioning Recommendation Letter

Attachment #2 - Tree Marking Services RFQ Criteria Evaluation Scoring

Attachment # 3 – Culvert Supply

**B. M. ROSS AND ASSOCIATES LIMITED**

**Engineers and Planners**

62 North Street, Goderich, ON N7A 2T4

p. (519) 524-2641 [www.bmross.net](http://www.bmross.net)

**VIA EMAIL ONLY**

File No. 22189

June 23, 2023

Jim Ellis, Public Works Manager  
Township of Southgate  
185667 Grey County Road 9  
Dundalk, ON N0C 1B0

Dear Jim

**RE: Holstein Dam Headrace Partial Decommissioning**

Tenders were received on June 20, 2023 for the Holstein Dam headrace partial decommissioning, as summarized by the following table:

<b>Tenderer</b>	<b>Tendered Amount</b>
McLean Taylor Construction Limited	\$239,506.33
Shoreline Restoration Limited	\$550,310.00

Both of the tenders were checked and found to be mathematically correct. Both tenders were properly signed and each was submitted with the specified tender deposit and Agreement to Bond.

Since the project awaits approval from the Township of Southgate a definitive start date has not been established.

Since the lowest tender is acceptable contractually, and the tenderer is experienced in culvert decommissioning, further analysis is limited to the lowest bid. We are not aware of any reason why the contract should not be awarded to McLean Taylor Construction Limited for the total tender sum of \$239,506.33.

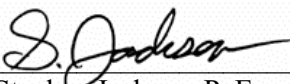
Please retain the tender deposits from the two bidders until the contracts are formally signed.

Should you have any questions, please contact the undersigned.

Yours very truly,

B. M. ROSS AND ASSOCIATES LIMITED

Per

  
Stephen Jackson, P. Eng.

SJ:es

## Southgate 2023 Tree Marking Services RFT Criteria Evaluation Scoring

### Selection Criteria:

1. **Project costs:** The formula for evaluating pricing will consist of hourly price submissions, meeting budget requirements and value for dollar investment. This sum will represent 50% of the weight factor criteria, with the lowest bid being the base factor, and for every \$5.00 / hectare above the base, will deduct 1point from the 50 points allotted.
2. **Qualifications and experience of company:** the previous experience of proposed staff for this project, the stability and reputation of the firm, will consist of 10% of weight factor.
3. **Equipment resources available, capability & reliability:** The assessment of past services experience will include evaluation of the Contractor's success with previous experience of this nature to meet Southgate needs and compliance consists of 20% of the criteria.
4. **References – service delivery & scheduling:** Meeting the Request for Quote criteria are valued at 10%, and will be scored according to information submitted, and reliability.
5. **Approach to Cost Control:** Will be awarded to the respondent who, in the sole judgment of the Township, provides the best overall value and will be worth 10% of the selection criteria.

Supplier	Project cost = 50%	Qualifications = 10%	Equipment =20%	References= 10%	Cost Control=10%	Total 100%
Cedar Creek Forestry	42% = \$195.95/Ha	8% No Curriculum Vitae submitted	20%	10%	10%	90%
Eccles Forestry Ltd.	50% = \$150.00/Ha	10%	20%	10%	10%	100%
Lands & Forests Consulting	Bid read was \$114.00/Ha but did not reflect addendum costing	10%	18% No WSIB provided	10%	N/A	

<b>Culvert Supply 2023</b>		
<b>Company</b>	<b>Culvert Size</b>	<b>Price</b>
J. A. Porter Holdings	10 x 750mm x 6m with couplers HDPE	\$9,759.42
	10 x 450mm x 6m with couplers HDPE	\$3,858.28
	10 x 500mm x 6m with couplers HDPE	\$4,958.49
	10 x 600mm x 6m with couplers HDPE	\$6,561.12
	2 x 450mm x 6m with couplers CSP	\$1,050.80
	3 x 1.8m x 21m with couplers CSP	\$55,947.69
	3 x 1.4m x 19m with couplers CSP	\$38,459.09
	2 x 1630mm x 1120mm x 6.4m Arch CSP	\$5,863.14
	2 x 1630mm x 1120mm x 6.7m Arch CSP	\$6,174.90
Total without HST		\$132,632.93
Armtec Inc.	10 x 750mm x 6m with couplers HDPE	\$9,876.00
	10 x 450mm x 6m with couplers HDPE	\$3,924.00
	10 x 500mm x 6m with couplers HDPE	\$5,175.00
	10 x 600mm x 6m with couplers HDPE	\$6,447.00
	2 x 450mm x 6m with couplers CSP	\$1,174.20
	3 x 1.8m x 21m with couplers CSP	\$56,555.10
	3 x 1.4m x 19m with couplers CSP	\$40,173.60
	2 x 1630mm x 1120mm x 6.4m Arch CSP	\$7,609.00
	2 x 1630mm x 1120mm x 6.7m Arch CSP	\$7,609.00
Total without HST		\$138,542.90
Carson Supply	10 x 750mm x 6m with couplers HDPE	\$9,832.26
	10 x 450mm x 6m with couplers HDPE	\$3,906.45
	10 x 500mm x 6m with couplers HDPE	\$5,151.61
	10 x 600mm x 6m with couplers HDPE	\$6,416.13
	2 x 450mm x 6m with couplers CSP	\$1,169.03
	3 x 1.8m x 21m with couplers CSP	\$56,307.10
	3 x 1.4m x 19m with couplers CSP	\$39,995.00

	2 x 1630mm x 1120mm x 6.4m Arch CSP	\$7,575.06
	2 x 1630mm x 1120mm x 6.7m Arch CSP	\$7,575.05
Total without HST		\$137,927.69
Devron Sales Ltd.	10 x 750mm x 6m with couplers HDPE	\$10,568.80
	10 x 450mm x 6m with couplers HDPE	\$4,245.70
	10 x 500mm x 6m with couplers HDPE	\$5,541.00
	10 x 600mm x 6m with couplers HDPE	\$7,228.60
	2 x 450mm x 6m with couplers CSP	\$1,177.20
	3 x 1.8m x 21m with couplers CSP	\$61,229.07
	3 x 1.4m x 19m with couplers CSP	\$42,494.64
	2 x 1630mm x 1120mm x 6.4m Arch CSP	\$6,477.31
	2 x 1630mm x 1120mm x 6.7m Arch CSP	\$6,756.68
Total without HST		\$145,719.00
Atlantic Industries Ltd.	10 x 750mm x 6m with couplers HDPE	No Bid
	10 x 450mm x 6m with couplers HDPE	No Bid
	10 x 500mm x 6m with couplers HDPE	No Bid
	10 x 600mm x 6m with couplers HDPE	No Bid
	2 x 450mm x 6m with couplers CSP	\$1,095.72
	3 x 1.8m x 21m with couplers CSP	\$57,101.31
	3 x 1.4m x 19m with couplers CSP	\$39,629.25
	2 x 1630mm x 1120mm x 6.4m Arch CSP	\$6,028.42
	2 x 1630mm x 1120mm x 6.7m Arch CSP	\$6,288.49
Total without HST		\$110,143.19



## **Staff Report CAO2023-009**

**Title of Report:** CAO2023-009- Community Strategic Plan – RFP Award  
**Department:** Administration  
**Council Date:** July 5, 2023

### **Recommendation:**

**Be it resolved that** Council receive Staff Report CAO2023-009 for information; and

**That** Council awards the contract for the Community Strategic Plan to Wilton Consulting Group at a cost of \$25,500 + HST.

### **Background:**

The 2019-2023 Community Action Plan was created to provide strategic direction through action items aligned to established goals. On December 21, 2022, Council received the 2019-2023 Community Action Plan 2022 Annual Report and 2023 recommended actions.

On April 20, 2023 Council passed the following motion:

**Be it resolved that** Council receive Staff Report CAO2023-006 for information; and

**That** Council direct the CAO to issue a Request for Proposals to create a 2023 – 2027 Corporate and Community Strategic Plan to capture the needs of the municipality's rapidly growing community and aligned actions to support future-focussed strategies for prosperity and sustainability.

An RFP was issued, posted on the website, and highly publicized across social media platforms with a due date for proposals of June 22, 2023. The scope of the project in the RFP as issued is as follows:

"The Council of the Township of Southgate is looking for an innovative, priority-oriented Community Strategic Plan that addresses both internal organizational capacities, including the maintenance of existing service levels across all departments, and considers external challenges and opportunities.

The purpose of the Township of Southgate Community Strategic Plan RFP is to develop a (five-year) community and organizational strategy that includes a long-term vision and values, together with medium term objectives and priorities and shorter-term action plans. The township understands that there are a variety of perspectives, models, and approaches that can be used to develop a strategic planning document. The selected proponent, therefore, should be able to determine which model or model(s) would be best suited to meet the needs of the township, enabling the township to complete its organizational goals.



The 2023-2027 Community Strategic Plan will be a guiding framework as the township navigates a period of significant transformational change. It will focus on economic, employment, and community development directions. These directions are intended to help improve the quality of life for Township of Southgate residents, as well as position the township on all aspects of community development. This plan should support growth, including reflecting the needs and expectations of the growing community, fiscal responsibility, and a clear path to achieving goals identified within it. The plan must focus on identifying high- and mid-level priorities to address challenges identified in existing reports, studies, and documents provided by staff as well as new research and consultation conducted as part of this strategic planning process. It must include input contributed through Council, staff, and community stakeholder consultations, as well as key values and guiding principles to assist direction and decision making, and recommended implementation actions to achieve strategic vision and goals, along with potential timelines for implementation.

Proponents are requested to provide detailed information on options for community and staff consultation as part of their proposal. Previous strategic and other plan materials will be provided to the proponent as background information. The Strategic Plan should include methods (including strategy and specific actions, with first steps) to accomplish the goals of the township. The plan should also include actions to enhance the success of the long-term strategies. This will enable the township to experience and report quick successes. The Strategic Plan should include a summary of critical issues facing the township in its effort to meet the goals set forth in the plan, as well as available resources that can be utilized. Each Proponent, by submitting a Proposal, represents that the Proponent has read, completely understands, and accepts the terms and conditions of this RFP in full and agrees that should its Proposal be successful, the Proponent will enter into a service contract with the Township of Southgate.

The Proponent can expect a close working relationship with Council and the Chief Administrative Officer and key Township personnel throughout the assignment. The Township of Southgate reserves the right to control all aspects of the Strategic Planning process. The Proponent shall not conduct surveys or meetings with staff or other persons without receiving prior approval from the Township. Proponents are requested to provide detailed information on options for community and staff consultation, including the approach to consultation, and the associated cost and the timeframe involved. Proponents are further requested to recommend the most effective and efficient method of engaging stakeholders in the community strategic planning process. As part of the deliverables, it is anticipated that the proponent will prepare a communication/consultation strategy which will form the basis of the consultation process for the project. This would be for both the internal and external aspects of the project. The communication strategy shall identify the best means of communicating with the public and target groups.

The above scope work may be adjusted by the Township as appropriate to achieve a strategic plan that meets the vision of residents, organizations, agencies, and Council. The Strategic Plan is a living document and should undergo periodic review and adjustments to reflect progress toward achievement of goals. For this reason, flexibility should be an important aspect of the Plan.

A final report of the Strategic Plan document should include a consolidation of the work completed, including the reasoning for all decisions and recommendations. The Proponent will be required to submit a draft Community Strategic Plan for review and may be required to make changes to the submitted draft following review. The plan, inclusive of any required changes, will become the final and published plan. This document and any supporting documents should be produced in both paper and digital formats.

### Staff Comments:

A total of five (5) proposals were submitted by the deadline. All members of the Leadership Team were polled for interest to review and evaluate proposals. The proposals were reviewed and scored by a team of staff including the CAO, Manager of Recreation, Treasurer, and Planner. Evaluation criteria based on the scope of the project and listed in the RFP are as follows:

Evaluation Criteria	Weight
Understanding of Municipal Government Sector; especially the challenges/opportunities of the Township of Southgate; most appropriate methodologies and schedules to achieve project goals.	25
Experience on Similar Projects and Past Performance; demonstrated experience and ability to complete a project of this scope, related experience and successful completion of similar projects, ability to meet deliverables and timelines, references of previous projects.	20
Complete, Comprehensive, Creative and Clear Proposal; Completeness (covers all areas outlined) and quality of proposal, creative/innovative (solutions for Township vs. Generic), comprehensive (covers all tasks/aspects in sufficient detail); clear, logical and easy to follow presentation and compliance with the requirements of the RFP. Timelines; Schedule for the completed work, decision-making points and responsibilities of the municipality, specifically referencing the proposed timing of the public consultation process.	30
Proposed Fee; Cost effectiveness and the best overall team.	10
Project Manager, Study Team & Disciplines; Leadership, management, communication and presentation skills and qualifications of project manager, qualifications/skills of multi-disciplinary team) appropriate skills sets devoted to tasks.	15
Total	100

Each proposal was scored independently by members of the evaluation team, which were then averaged to calculate the final score as shown in the matrix below.

	<b>Bid Amount</b>	<b>Score #1 /25</b>	<b>Score #2 /20</b>	<b>Score #3 /30</b>	<b>Score #4 /10</b>	<b>Score #5 /15</b>	<b>Total Score:</b>
<b>Arising</b>	\$32,400 + \$150/hr	20	17	24	7	12	<b>80</b>
<b>Vector Group</b>	\$38,000 + \$150/hr	19	16	22	6	11	<b>74</b>
<b>TownHall Consulting</b>	\$25,073.8 + various and travel	21	16	21	8	10	<b>76</b>
<b>Linton</b>	\$37,800 + \$1,000 travel + \$1,800/day	22	18	24	6	11	<b>81</b>
<b>Wilton</b>	\$25,500 + \$1,500/day	22	17	24	10	11	<b>84</b>

Staff are recommending Wilton Consulting Group be awarded the contract. Aside from the highest score, this proponent showed a deep and genuine understanding and interest in the community through research of the township, its past and current plans as well as Grey County as a whole. Their creative approach to engagement allows a diversity of voices to be heard from a variety of demographics and communities within the township, which is a high priority of Council and staff. They have demonstrated abilities in research, community engagement, qualitative and quantitative analysis, and developing clear and practical recommendations.

Overall, Wilton Consulting Group demonstrated a unique drive and perspective and fresh approach to delivering a forward-looking plan for the Southgate community.

#### **Financial Implications:**

The Strategic Plan Reserve has a balance of \$42,993.83. It is recommended that \$25,500.00 + hst of this reserve be used to create the new 2023-2027 strategic plan.

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

The 6 major goals of the 2019-2023 CAP are:

1. Attracting New and Supporting Existing Businesses and Farms
2. Revitalizing Downtown Dundalk
3. Promoting Health Services and Housing Choices
4. Adequate and Efficient Public Facilities
5. Upgrading our "Hard services"
6. Citizen Engagement

A review of the needs of the growing community may see these priorities change.

**Conclusion:**

It is recommended that Council direct the CAO to award the contract to create a 2023 – 2027 Corporate and Community Strategic Plan to Wilson Consulting Group to capture the needs of the municipality's rapidly growing community and aligned actions to support future-focussed strategies for prosperity and sustainability.

Respectfully Submitted,

**CAO Approval:** *Original Signed By*

Dina Lundy, CAO



## **Staff Report HR2023-011**

**Title of Report:** Updated Electronic Monitoring Policy #93  
**Department:** Human Resources  
**Council Date:** July 5, 2023

### **Recommendation:**

**Be it resolved that** Council receive staff report HR2023-011 for information; and  
**That** Council approve updates to Policy #93 Electronic Monitoring Policy by  
Municipal By-Law 2023-068 at the July 5, 2023 Council Meeting.

### **Background:**

At the October 5, 2022 meeting, the following motion was approved:

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

**Be it resolved that** Council receive Staff Report HR2022-049 for information; and  
**That** Council approve the final Policy #93 Electronic Monitoring Policy as presented;  
and

**That** Council consider approval of Policy #93 Electronic Monitoring Policy by  
Municipal By-Law 2022-152 at the October 5, 2022 Council Meeting.

Carried No. 2022-678

### **Staff Comments:**

Staff have updated the policy to reflect monitoring of speed in Township owned  
vehicles and equipment as the installed GPS can be used for this purpose.

Updated Policy #93 Electronic Monitoring Policy is included as Schedule A to By-law  
2023-068.

Once approved, the updated policy will be shared with all staff.

### **Financial Implications:**

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

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

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

### **Concluding Comments:**

1. Staff recommend that Council receive staff report HR2023-011 as information.
2. Staff recommend that Council approve the updated Policy by By-Law.

Respectfully Submitted,

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

**CAO Approval:** *Original Signed By*  
Dina Lundy CAO

**Attachments:** None.

**THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE**  
**BY-LAW NUMBER 2023-068**

being a By-law to adopt the “Electronic Monitoring Policy”  
known as Policy Number 93 and to repeal By-law 2022-152

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

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

**Whereas** the Council of The Township of Southgate has deemed it desirable to adopt a policy with respect to Electronic Monitoring,

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

1. **That** the “Electronic Monitoring Policy” known as Policy No. 93, attached hereto as Schedule A is hereby adopted; and
2. **That** By-law 2022-152 is repealed; and
3. **That** this by-law shall come into force and effect on the date of its passing.

**Read a first, second and third time and finally passed this 7<sup>th</sup> day of July 2023.**

\_\_\_\_\_  
Brian Milne – Mayor

\_\_\_\_\_  
Lindsey Green – Clerk



## **Electronic Monitoring Policy**

### **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, members of Council 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. 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.

### **b. 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.

### **c. 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.

### **d. 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 and may be accessed from time to time to monitor for unsafe driving and/or in the event of an incident for investigative purposes.
- The information that is collected includes vehicle location, time, speed, plow up/down, level of salt and/or sand applied to the road surfaces.
- These records may be accessed for monitoring purposes, training purposes, or in the event of an emergency, complaint or for legal liability court proceedings.

### **e. 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.

**f. Virtual Meeting Recordings**

- Any virtual meeting held by the Township of Southgate may be recorded and the meeting software program will notify all meeting participants if the meeting is being recorded.
- Public meetings are recorded and posted electronically on the Township's website, YouTube or other online platforms in order to provide transparency to the public.
- Meetings that are not public may still be recorded for future review and minute taking purposes and may be accessed by Township administrative staff.

**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.



## **Staff Report HR2023-014**

**Title of Report:** HR2023-014 – Equity, Diversity & Inclusion  
**Department:** Human Resources  
**Council Date:** July 5, 2023

### **Recommendation:**

**Be it resolved that** Council receive Staff Report HR2023-014 for information.

### **Background:**

At the April 5, 2023 Council Meeting, a Notice of Motion was passed:

**Moved By** Deputy Mayor Dobreen **Seconded By** Councillor Ferguson

**Be it resolved that** Council direct staff to bring a report to Council that outlines the work currently being done, both locally, at the County and legislated through other levels of Government regarding Diversity, Equity and Inclusion; and **That** staff provide recommendations on how Southgate might support or enhance that work and best incorporate the DEI lens when rolling out Policy, programs, services and the Community Action Plan.

Carried. No 2023-153

### **Staff Comments:**

**Equity** is defined as the act of ensuring that processes and programs are impartial, fair and provide equal possible outcomes for every individual.

**Diversity** refers to the presence of differences within a given setting; example in the workplace that may mean differences in race, ethnicity, gender, gender identity, sexual orientation, age and socioeconomic background.

**Inclusion** is the practice of making people feel a sense of belonging.

(source: <https://builtin.com/diversity-inclusion/what-does-dei-mean-in-the-workplace>)

When looking at EDI, it is important to consider all protected grounds under the Ontario Human Rights Code: citizenship, race, place of origin, ethnic origin, colour, ancestry, disability, age, creed, sex/pregnancy, family status, marital status, sexual orientation, gender identity, gender expression, receipt of public assistance (in housing) and record of offences (in employment).

Below is an outline of initiatives that have already been completed or are in progress in regards to EDI:

### **Staff Training**

Various staff have taken different training on the topics of Diversity, Equity and Inclusion as well as Human Rights, including:

1. Human Resources staff

- a. GBLIP training
  - b. Supporting a Multicultural Organization - Cultural Inclusion & the Talent Management Cycle put on by Grey County
  - c. Equity, Diversity and Inclusion training that included Inclusive Practices by HR, presented by Michele Manocchi Organizational Consulting
  - d. AMO Human Rights and Equity Training presented by Hicks Morley and the Kojo Institute.
  - e. OMHRA webinar series on Human Rights and Equity, Diversity and Inclusion.
- 2. Administrative, Recreation and Library Staff
  - a. GBLIP's Conversations for a more Inclusive and Welcoming Community
  - b. CEO has taken sessions at conferences on EDI in the library including *Anti-Black Racism Working Group: Placing the experience at the centre of redesigning.*
  - c. Youth Services has taken youth related EDI training
- 3. Economic Development Staff
  - a. Diversity, Equity and Inclusion training by Typsy.
- 4. All Staff
  - a. Each staff member is trained on The Ontario Human Rights Code and AODA (Accessibility for Ontarians Disabilities Act) within their orientation package.

## **Human Resources**

- 1. Reviewed diversity and inclusion of health benefits with our provider.
- 2. Advertise job postings on multiple platforms and state that accommodations will be provided when required.
- 3. Reviewed job postings and job descriptions for any pronouns and/or other language that may not be inclusive.
- 4. Continuously reviewing policies and procedures to ensure inclusive wording and processes.
- 5. Continuously staying informed regarding policies, initiatives and what others are doing in the workplace to support EDI.

## **Library**

- 1. Diversity Audit - We are assessing individual materials and tracking how much diversity is in the collection. We analyze each title by the author and the characters in book. We also make note of where a book takes place.
- 2. Working with GBLIP and Y Settlement and Languages Services. Through conversation with these organizations' library staff determined that programing should be more reflective of all the cultures in our community and beyond. We have been trying to acknowledge all the major holidays by celebrating different cultural dates and months. We do this through book displays, social media post, and through programming. We have been receiving positive feedback from community members and many have personally thanked staff for our efforts.

3. Work with local community leaders to ensure any cultural programming is done properly, instead of assuming anything. So far this year we have done Lunar New Year programs, Black History Month, Ramadan, Asian Heritage Month in May and Pride Month in June.
4. Recently, the Board passed an Equity, Diversity and Inclusion Policy (included as Attachment #1).

### **Recreation**

1. Arena renovations that included an elevator lift and accessible washrooms.
2. Programming staff are always looking for ways to be inclusive and work with individual needs. They also take feedback from participants about what programs they would be interested and investigate feasibility.
3. Investigating new programs that expand interest of different groups, such as the new cricket field.
4. Low-cost options for programs which has resulted in a significant number of registrations.

### **Economic Development**

1. Supporting multicultural community events.
2. Community Improvement Plan (CIP) includes supports for accessibility and low income/affordable housing.

### **Clerks**

1. Accessibility Committee - The Clerk's Department, in consultation with the Grey County Joint Accessibility Advisory Committee advises on ways to identify, prevent, and remove barriers from municipal services, by-laws, policies, programs and facilities and to ensure compliance with the Ontarians with Disabilities Act and Accessibility for Ontarians with Disabilities Act.
2. Accessibility Improvements have been made in the office and when building the Council Chambers.
3. The website reconstruction ensured that we are AODA compliant.

### **Grey Bruce Local Immigration Partnership**

- The Grey Bruce Local Immigration Partnership (GBLIP) is focused on building a more welcoming and inclusive Grey Bruce and how we can all work together to make it easier for newcomers to settle here. This initiative/group is sponsored by Immigration, Refugees, and Citizenship Canada (IRCC) and the federal government's initiative to address the growing need for systematic community planning around immigrant attraction and retention.
- HR Manager/Asst to CAO is part of the GBLIP Partnership including the Community Sub-Committee.
- Librarian CEO is also part of the GBLIP Partnership including the Belong Sub-Committee.
- Created a Welcome Package template that is accessible and inclusive. This welcome package template is available in multiple languages, so it is easier for municipalities to input their local information and have available to more residents. Currently the Township is inputting our local information into the template and once finalized, this will be added to our website and paper

copies available at public locations such as Library, Arena and Administration office.

- GBLIP created a Settlement Strategy (Attachment #2).
- GBLIP connects municipalities across Grey-Bruce by sharing multicultural dates and events.

### **Staff Recommendations**

Staff have the following recommendations in regard to Equity, Diversity and Inclusion within the Township:

1. Council select one member of Council to join the GBLIP.
2. Council direct staff to create a Township wide policy.
3. Council and staff consider incorporating EDI into the new Community Strategic Plan.
4. Staff continue to:
  - a. Review policies and procedures for compliance and inclusivity.
  - b. Take training as it becomes available.
  - c. Work with GBLIP and use their resources that are available.
  - d. Find ways to ensure EDI is promoted within the workplace and in the community.

### **Financial Implications:**

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

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

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

### **Concluding Comments:**

1. That Council receive this report as information.

Respectfully Submitted,

**Human Resources:** *Original Signed By*

Kayla Best, HR Manager/ Assistant to the CAO

**CAO Approval:** *Original Signed By*

Dina Lundy, CAO

### **Attachments:**

Attachment #1: Southgate Library Board's new Equity, Diversity and Inclusion Policy.  
Attachment #2: GBLIP's Settlement Strategy.

# EQUITY, DIVERSITY, AND INCLUSION POLICY

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Board Approved: June 22, 2023

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The Southgate Public Library recognizes its key commitments in fostering, cultivating, and supporting a culture of equity, diversity, and inclusion. As a trusted and enduring public institution, Southgate Public Library acknowledges its responsibility to address barriers, promote, and nurture a culture that values diversity and fosters social inclusion.

Libraries strive to deliver inclusive service. The Southgate Public Library recognizes and affirms the dignity of those they serve, regardless of heritage, education, beliefs, race, income, religion, gender, age, sexual orientation, gender identity, physical, or mental abilities.

The Southgate Public Library acts to ensure that people can enjoy services free from attempts by others to impose values, customs, or beliefs.

## Section 1: Definitions

1. **Equity** - Definitions of equity vary but all focus on the ideals of justice and fairness. Whereas equality means providing everyone with the same number of resources regardless of whether everyone needs them, equity is when resources are shared based on what each person needs to adequately level the playing field.
2. **Diversity** - The range of human differences, as listed within the Ontario Human Rights Code, R.S.O. 1990, chapter H.19 s. 5 (1).  
<https://www.ohrc.on.ca/en/ontario-human-rights-code>
3. **Inclusion** - Is the act of creating environments and spaces in which any individual or group feels welcomed, valued, respected, supported and can fully participate. An inclusive and welcoming climate embraces differences and offers respect in words and actions for all people.

## Section 2: Declaration

The Library is committed to fostering an environment which makes equity, diversity, and inclusion a priority in planning and decision making for staffing, collections, services, and spaces. Our staff training will include accessibility, antiracism, anti-oppression, and cultural awareness training. Select training opportunities are available for Southgate Public Library Board members and Southgate Public Library volunteers.

The Library endorses the CFLA Position Statement of Diversity and Inclusion prepared by the Canadian Federation of Library Associations.

<http://cfla-fcab.ca/en/guidelines-and-position-papers/position-statement-on-diversity-and-inclusion/#:~:text=The%20Canadian%20Federation%20of%20Library, strive%20to%20d>

[eliver%20inclusive%20service.](#)

### **Section 3: Collections**

The Southgate Public Library strives to provide diverse collections relating to cultures, languages, religious traditions, and peoples, in all our formats from books to audio and video materials. A broad range of authors, content creators and experiences will be included and highlighted in our collection. Our bibliographic database will use subject headings and descriptors which are more inclusive, including the use of Indigenous Subject Headings as they become available.

### **Section 4: Services and Programming**

As we develop and deliver services and programs, we work with our community to develop inclusive consultation and engagement processes and to develop services in appropriate ways. We will seek to understand how diverse community groups define and describe themselves and we will listen to and learn from communities rather than relying on indirect sources.

In the spirit of equity, diversity and inclusion for all members, the Library welcomes the exhibit of displays and provision of programs and services that reflect and fit within the communities (e.g., displays during various religious holidays, culturally significant dates, etc.).

### **Section 5: Spaces**

The Southgate Public Library will provide welcoming spaces for all. Our spaces will be inclusive with areas free of bias.

### **Related Documents:**

Board, Staff and Volunteer Code of Conduct  
Patron Code of Conduct Policy  
Collection Development Policy



# GREY BRUCE

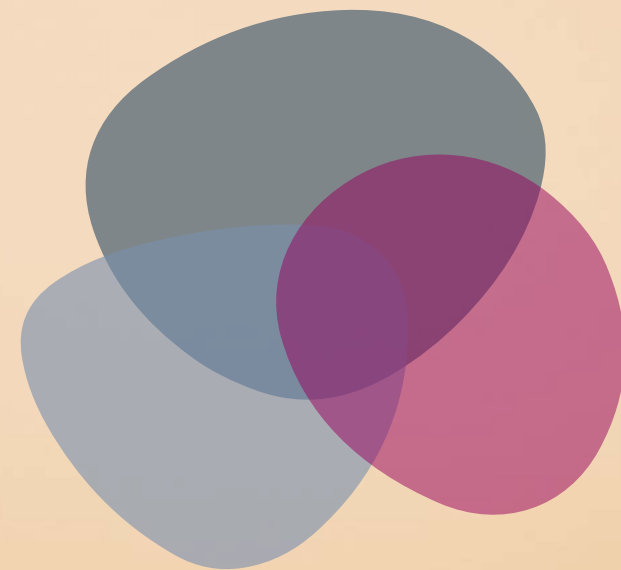
LOCAL IMMIGRATION  
PARTNERSHIP

SETTLEMENT STRATEGY 2025





The Grey Bruce Local Immigration Partnership brings together service providers, settlement agencies, community groups, employers, newcomers and other key organizations across the region to foster a welcoming and inclusive community for newcomers.



This initiative is a collaboration between Grey and Bruce Counties and is funded by Immigration, Refugees and Citizenship Canada.

Grey Bruce Local Immigration Partnership  
595 9th Avenue East  
Owen Sound, ON N4K 3E3  
Phone: +1 519-372-0219 ext. 6108  
[www.GreyBruceLIP.ca](http://www.GreyBruceLIP.ca)





Access to a stable, sufficient and appropriately skilled labour force is critical to the economic health of Grey and Bruce Counties. Recognizing this, in April 2019 County economic development staff from both Grey and Bruce joined forces to submit an application for the establishment of a Grey Bruce Local Immigration Partnership. The goal of this economic development partnership is to address labour stress issues reported by businesses in all sectors regionally. In addition, this work supports and fosters multiple partnerships to deliver attraction and retention programming in the region.

In February 2020, Immigration, Refugees and Citizenship Canada (IRCC) approved the Grey Bruce Local Immigration Partnership (GBLIP) for five years to support the development of community-based partnerships and planning to support the unique needs of newcomers.

Successful newcomer attraction and integration requires a thoughtful approach to individuals and their families. Attraction begins with identifying and facilitating opportunity, moves to retention and ends when individuals feel a part of a community. This is true for any new community member but has particular obstacles to address when attracting and retaining people from other Countries. It is with this in mind, that the establishment of the Grey Bruce Local Immigration Partnership is built.

Recognizing that successful settlement needs to happen at scale, LIPs connect various stakeholders, from employers and school boards, to health centres and networks, boards of trades, levels of government, professional associations, ethno-cultural and faith-based organizations and community and social services sectors to improve coordination of services that facilitate immigrant settlement and integration. This is accomplished through a systems approach, supported by community-based knowledge sharing and local strategic planning, with the ultimate goal of positive cumulative impact.

Direct support to individuals and families is another important aspect of a successful strategy. YMCA Grey Bruce Settlement Services, works one-on-one with newcomers and immigrants offering direct support. IRCC is also funding this complimentary initiative over the same five year period, which, when combined with the LIP, provides comprehensive settlement services across the region for all stakeholders.



**GREY BRUCE**  
LOCAL IMMIGRATION  
PARTNERSHIP



**FOUNDING PARTNERSHIP COUNCIL MEMBERS**

Academy of Learning Career College  
Arden Language Centre  
Bluewater District School Board  
Bruce Grey Catholic District School Board  
Bruce Grey Child & Family Services  
Conseil Scolaire Catholique Providence  
- St-Dominique -Savio  
Fanshawe College  
Four County Labour Market Planning Board  
Georgian College  
Grey Bruce Community Legal Clinic  
Grey Bruce Settlement Services  
Grey County Business Enterprise Centre  
Keystone Child, Youth and Family Services  
OCNI (Organization of Canadian  
Nuclear Industries)  
Ontario Provincial Police  
Owen Sound Police  
Port Elgin Montessori  
Public Health Grey Bruce  
QUILL Learning Network  
Rural Employment Initiative  
Rural Pathways for Newcomer  
Women in Grey Bruce  
Saugeen Connects  
Saugeen Economic  
Development Corporation  
The Curry House  
South East Grey Community Health Centre  
The Agency  
United Way of Bruce Grey  
VPI Working Solutions  
Welcoming Communities  
Grey Bruce

YMCA of Owen Sound Grey Bruce  
Grey County  
Bruce County  
City of Owen Sound  
Municipality of Arran-Elderslie  
Municipality of Brockton  
Municipality of Grey Highlands  
Municipality of Kincardine  
Municipality of Meaford  
Municipality of Northern Bruce Peninsula  
Municipality of South Bruce  
Municipality of West Grey  
Town of the Blue Mountains  
Town of Hanover  
Town of Saugeen Shores  
Town of South Bruce Peninsula  
Township of Chatsworth  
Township of Georgian Bluffs  
Township of Huron-Kinloss  
Township of Southgate

**CONSULTANT:**

Louise Pitre & Nathalie Kroeker  
Louise Pitre Coaching & Consulting

**THANK YOU**

to all who contributed to the  
development of this strategy; through  
the Partnership Council, focus groups and  
interviews. Your insights, knowledge and sharing  
of experiences has helped inform the strategy,  
identify community priorities and will continue  
to guide the efforts of the  
Partnership Council.



## METHODOLOGY TO DEFINING THE SETTLEMENT STRATEGY

The groundwork for supporting the settlement and inclusion journey of newcomers in Grey Bruce has been laid through 15 years of leadership and commitment from key community members, many of whom are members of the newly founded Welcoming Communities Grey Bruce. This volunteer based not-for-profit organization has, in the past five years advanced several successful short-term projects initiating experimentation with rural settlement strategies. The approach taken to develop the Grey Bruce Local Immigration Partnership Council Settlement Strategy builds off this solid foundation.

### METHODOLOGY AT A GLANCE:

- Document review including relevant local data, intel and drawing from various reports and studies
- 2 facilitated and graphically recorded engagement sessions with the Grey Bruce Local Immigration Partnership Council
- 7 key stakeholder interviews
- 8 focus groups involving 62 participants: 13 newcomers in two newcomer focus groups, and 49 stakeholders in 6 partner focus groups
- Input and review from Welcoming Communities Grey Bruce

Stakeholders engaged represented a cross-section of sectors in both Grey and Bruce Counties including business, government, non-profit, health care, education, social services, and community services as well as diverse representation from newcomers.

## The Grey Bruce Local Immigration Partnership Council journey at a glance

### GBLIP COUNCIL MEETING 4 NOV 2020

GRAPHIC RECORDING BY  
emma richard  
@itsemmarichard



**FIGURE 1** captures initial thoughts and comments from members of the Partnership Council collected during the first engagement session. This broad base was used to launch the development of the Settlement Strategy and considers member motivation, successes and opportunities, resources available and a vision for the future.



# GBLIP PARTNERSHIP COUNCIL

19 FEB  
2021

GRAPHIC RECORDING  
BY emma richard  
@itsemmarichard



FIGURE 2 captures themes identified by the Partnership Council during the second engagement session that are detailed in the following section.

## COMMUNITY PRIORITIES

Seven community priorities emerged through the research and stakeholder engagement process.

1. **COORDINATION:** The need for an overarching coordinating body to ensure newcomers are seamlessly connected to the services they need when they need it, as well as, also connecting community partners to the information they need to support newcomers, and finally connecting employers to the supports they need to both attract and retain employees.
2. **COLLABORATION:** The need for organizations to work together to achieve transformative change; recognizing that organizations can reach greater outcomes together than apart.
3. **INTERSECTORAL INCLUSIVE LEADERSHIP CAPACITY:** The need for building the capacity of leaders across all sectors and the Grey Bruce region to cultivate inclusive and equitable workplace and community cultures.
4. **SOCIAL CONNECTIONS AND CAPITAL:** The need to support not only the economic integration of newcomers but also, their social integration by fostering social capital and creating opportunities for social connections.
5. **EMPLOYMENT OPPORTUNITIES AND ECONOMIC INTEGRATION:** The need for employment that is meaningful, recognizes credentials, supports workplace integration and inclusion, and addresses discrimination, racism and micro-aggressions in the workplace.
6. **ACCESS TO AFFORDABLE AND SUITABLE HOUSING:** The need for adequate and affordable housing has surpassed the need for transportation services. The lack of housing is one of the most serious challenges facing the attraction of newcomers to Grey Bruce.
7. **ATTITUDES TOWARD NEWCOMERS:** The need to address the attitudes toward newcomers, attitudes rooted in racism and fear of the other.

“Doesn't matter where you come from, when you get here, you are home.”



# SETTLEMENT STRATEGY 2025

The Grey Bruce Local Immigration Partnership Council Settlement Strategy 2025 is about building capacity, strengthening community, cultivating prosperity, and fostering inclusion to prepare Grey Bruce to attract and retain newcomers to the region. Leveraging previous work, the Grey Bruce LIP Settlement Strategy 2025 is a beginning. It lays the building blocks needed for a strong, connected, and engaged Local Immigration Partnership Council anchored in and guided by the voices and needs of newcomers.



# BUILD CAPACITY

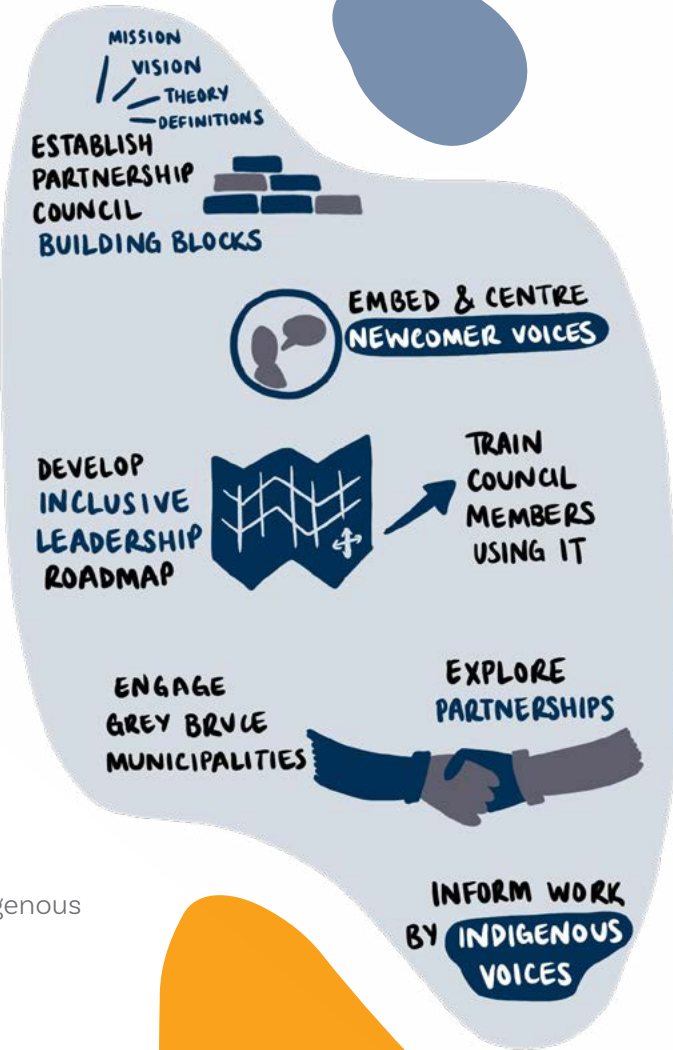
The Grey Bruce LIP works to bring together newcomers, settlement partners, employers, and other relevant stakeholders to create a coordinated approach to the settlement and integration of newcomers.

## STRATEGIC GOAL:

*To build the Partnership Council's and community's capacity in intersectoral collaboration and inclusive leadership.*

The Grey Bruce LIP will accomplish this by:

- Establishing the building blocks for a strong, connected, and engaged Partnership Council
- Developing and implementing mechanisms, processes, and structures that embed and center the diverse voices of newcomers
- Developing and implementing an Inclusive Leadership roadmap, training, resources to support the development of inclusive and equitable workplace practices in different sectors
- Engaging all municipalities in Grey Bruce to integrate welcoming communities' characteristics
- Identifying how the voices and wisdom of Indigenous people of the area will inform the work





## STRENGTHEN COMMUNITY

The Grey Bruce LIP focuses on initiatives that connect newcomers and community partners to the resources, information, and services they need, as well as support ways to increase newcomers' social capital.



## STRATEGIC GOALS:

*To assess models for one access point that connects newcomers and community partners, and navigates the web of information, services, and resources needed to settle into Grey Bruce.*

*To strengthen the web of relationships, connections that make up the networks for newcomers and further strengthens newcomers and the broader community.*

The Grey Bruce LIP will accomplish this by:

- Assessing models for one access point to host information, resources, and services
- Defining and educating partners and community stakeholders on the 'no wrong door approach'
- Educating the Partnership Council on social integration and ways in which social capital and connections can be built
- Recommending the expansion of language services to include teenagers, more free "English as a Second Language" services as well as translation services
- Exploring the feasibility of developing a multi-cultural centre that could serve as a welcoming access point for newcomers
- Engaging the community in opportunities to host events that acknowledge the strength of diversity
- Promoting a peer support approach to newcomer service delivery
- Amplifying the role of and resources in the education sector – elementary and secondary schools and colleges – to strengthen the settlement and integration journey of newcomers





## CULTIVATE PROSPERITY

The Grey Bruce LIP invests in a strengths-based approach, co-creating and promoting initiatives that cultivate the rich diversity of newcomers' skills and talents.

### STRATEGIC GOAL:

*To amplify the prosperity of Grey Bruce by supporting newcomers' full economic integration into the labour market.*

The Grey Bruce LIP will accomplish this by:

- Developing a strategy to support intersectoral and government policy shifts in validating newcomers' foreign credentials
- Creating opportunities for employers to come together and share best practices in the attraction and retention of newcomers and how to create an inclusive workplace
- Developing an Immigrant Employment Council
- Developing a resource hub for employers to connect and navigate the web of information, services, resources, and tools to recruit and retain newcomers
- Developing and delivering an Inclusive Leadership Program for employers
- Exploring opportunities to create an innovative bridging program in Grey Bruce, where newcomers gain Canadian workplace experience and English language skills, and employers get skilled workers
- Initiating the development of a region-wide mentorship program that enables local citizens to support newcomers along their employment journey







## FOSTER INCLUSION

The Grey Bruce LIP fosters inclusion by working in collaboration with partners to eliminate barriers, address racism, combat discrimination and raise awareness about the value of cultural diversity.

### STRATEGIC GOAL:

*To work together to break down the barriers to social inclusion and celebrate the value of diversity.*

The Grey Bruce LIP will accomplish this by:

- Supporting the development of an anti-racism / discrimination strategy and its implementation
- Leveraging the multi-cultural events within the area to create a valuing diversity campaign
- Increasing awareness of ethno-cultural groups, including faith-based communities, and their traditions within the region
- Working with relevant agencies and decision authorities, in addition to supporting relevant housing initiatives to address the lack of access to affordable and adequate housing for newcomers and further that it does so by addressing the unique challenges faced by newcomers

SUPPORT DEVELOPMENT OF ANTI-RACISM/DISCRIMINATION STRATEGY & ITS IMPLEMENTATION

CREATE A VALUING DIVERSITY CAMPAIGN



INCREASE AWARENESS OF ETHNO-CULTURAL GROUPS



WORK TO ADDRESS LACK OF ACCESS TO HOUSING





# GBLIP SETTLEMENT STRATEGY 2021-2025 AT A GLANCE

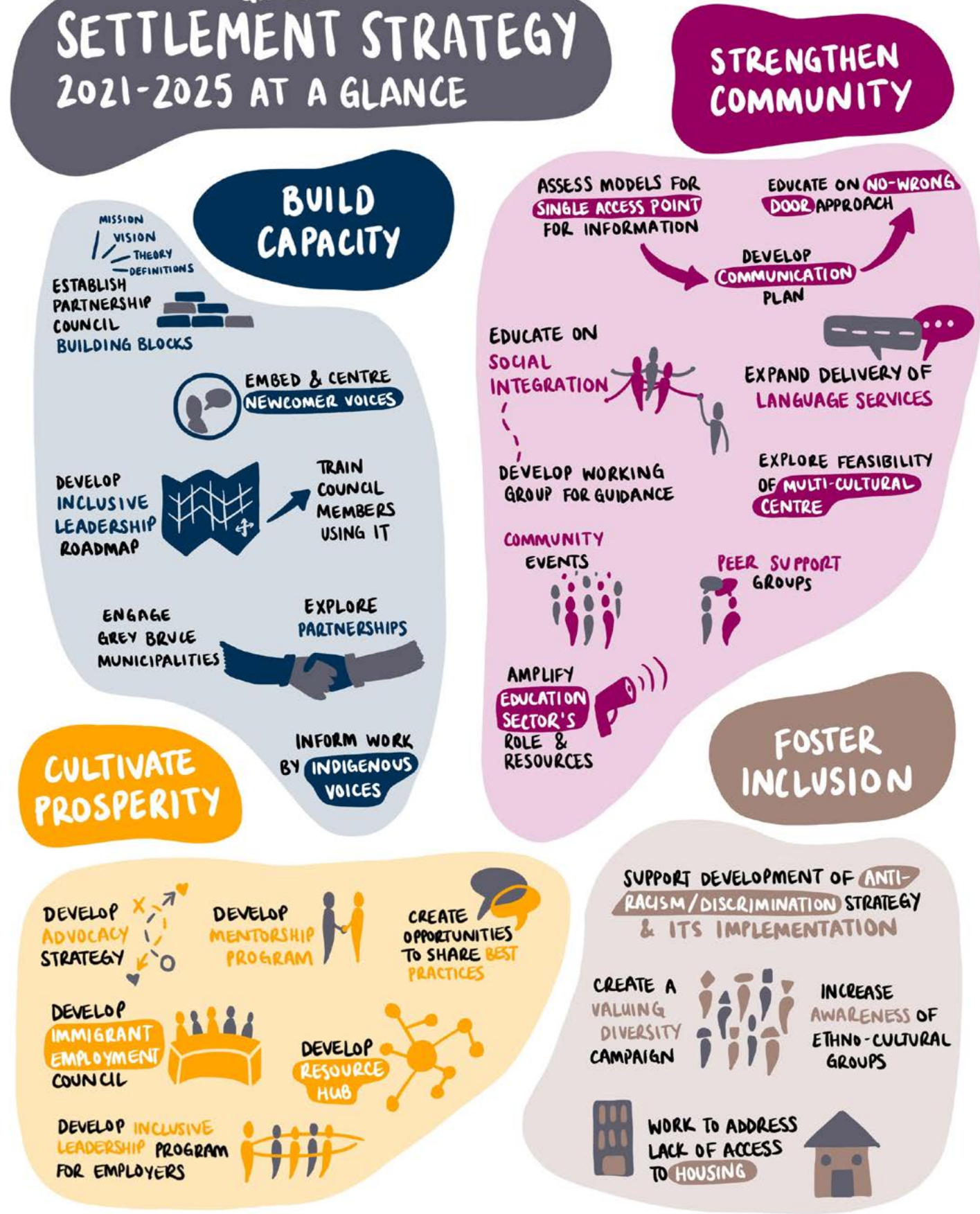
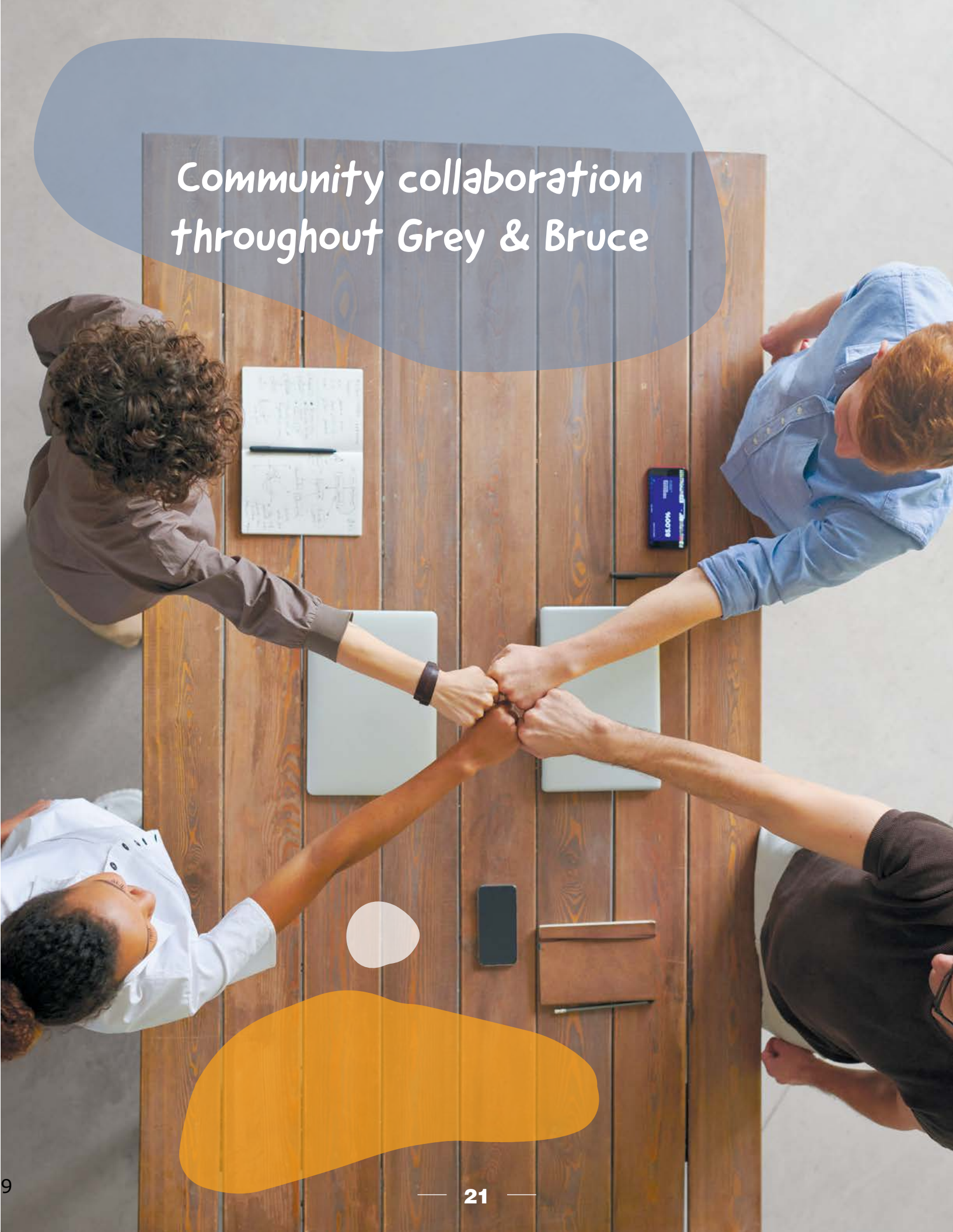


FIGURE 3 highlights the key strategic goals of the Settlement Strategy.



Community collaboration throughout Grey & Bruce





## LOOKING FORWARD

*The Grey Bruce Local Immigration Partnership Settlement Strategy 2025* is about building capacity, strengthening community, cultivating prosperity, and fostering inclusion to prepare Grey Bruce to attract and retain newcomers in the region. Leveraging previous work, the *The Grey Bruce Local Immigration Partnership Settlement Strategy 2025* is a beginning. It lays the building blocks needed for a strong, connected, and engaged Local Immigration Partnership Council anchored in and guided by the voices and needs of newcomers. Members of the Partnership Council are collectively responsible for the identification, selection and implementation of activities prioritized through the annual action plan in order to achieve positive cumulative impact.

The Partnership Council aspires to be a welcoming community, where diversity is normalized and immigration is embedded in our DNA. These successes and more, are achieved through local collaboration. This strategy sets the stage for walking together – government, newcomers, settlement services, service providers, employers, community. Year over year, through the Partnership Council, GBLIP will endeavour to co-create a prosperous and welcoming Grey Bruce, where everybody belongs, moving beyond settlement to inclusion.



## **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 PL2023-032**

### **Title of Report: Flato East Phase 9 Site Alteration Agreement**

**Department:** Planning

**Council Date:** July 5, 2023

### **Council Recommendation:**

**Be it resolved that** Council receive staff report PL2023-032 as information; and  
**That** Council consider approving the Flato East Phase 9 Site Alteration Agreement dated July 5, 2023; and

**That** Council consider approving the Flato East Phase 9 Site Alteration Agreement dated July 5, 2023 by Municipal By-law 2023-064.

### **Background:**

The Flato East Phase 9 Residential Development Project requires a Site Alteration Agreement for this portion of the project. This agreement has been created as a template document we have used for past Site Alteration projects for residential developments. The agreement has been reviewed by our lawyer, our engineers and Township staff.

This Site Alteration Agreement has been created to deal with the movement and placement of soils on the site.

### **Staff Comments:**

The Flato East Phase 9 Site Alteration Agreement is included in the Council agenda as part of the By-law 2023-064 for approval. Other supporting materials that support the Site Alteration Agreement that is included in this staff report is the B-2 Site Alteration Plan drawings (Attachment #1), the technical document that is titled "B-1 Fill Control Report" (Attachment #2).

Triton's staff reviewed the Fill Control report, and the drawings as well as the agreement including the securities to be provided. The securities calculations (Attachment #3) reviewed by Triton to assess the scope of work and confirm the required securities for the project are \$88,496.04. This number is reflected in the Site Alteration Agreement, Section 2.2 titled, "Security Requirements".

Staff recommends Council approval of the Flato East Phase 9 Site Alteration Agreement based on the positive engineering review by Triton of the site alteration plans and the securities required to approve and secure this project. The Agreement has also received review from the Township Solicitor.

### Financial Impact or Long-Term Implications

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

### Communications & Community Action Plan Impact:

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

### Goal 3 - Promoting Health Services and Housing Choices

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

**Strategic Initiatives 3-A (2019-2023):** By means of appropriate policies, incentives and development partners, the Township will facilitate a significant increase in the supply and variety of both rental and purchase housing/accommodation within Southgate.

### Concluding Comments

1. That Council receive this staff report as information.
2. That Council approve the Flato East Phase 9 Site Alteration Agreement at the July 5, 2023, Council meeting.
3. That Council consider approval of the Flato East Phase 9 Site Alteration Agreement by Municipal By-law 2023-064 at the July 5, 2023, Council meeting.

Respectfully Submitted,

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

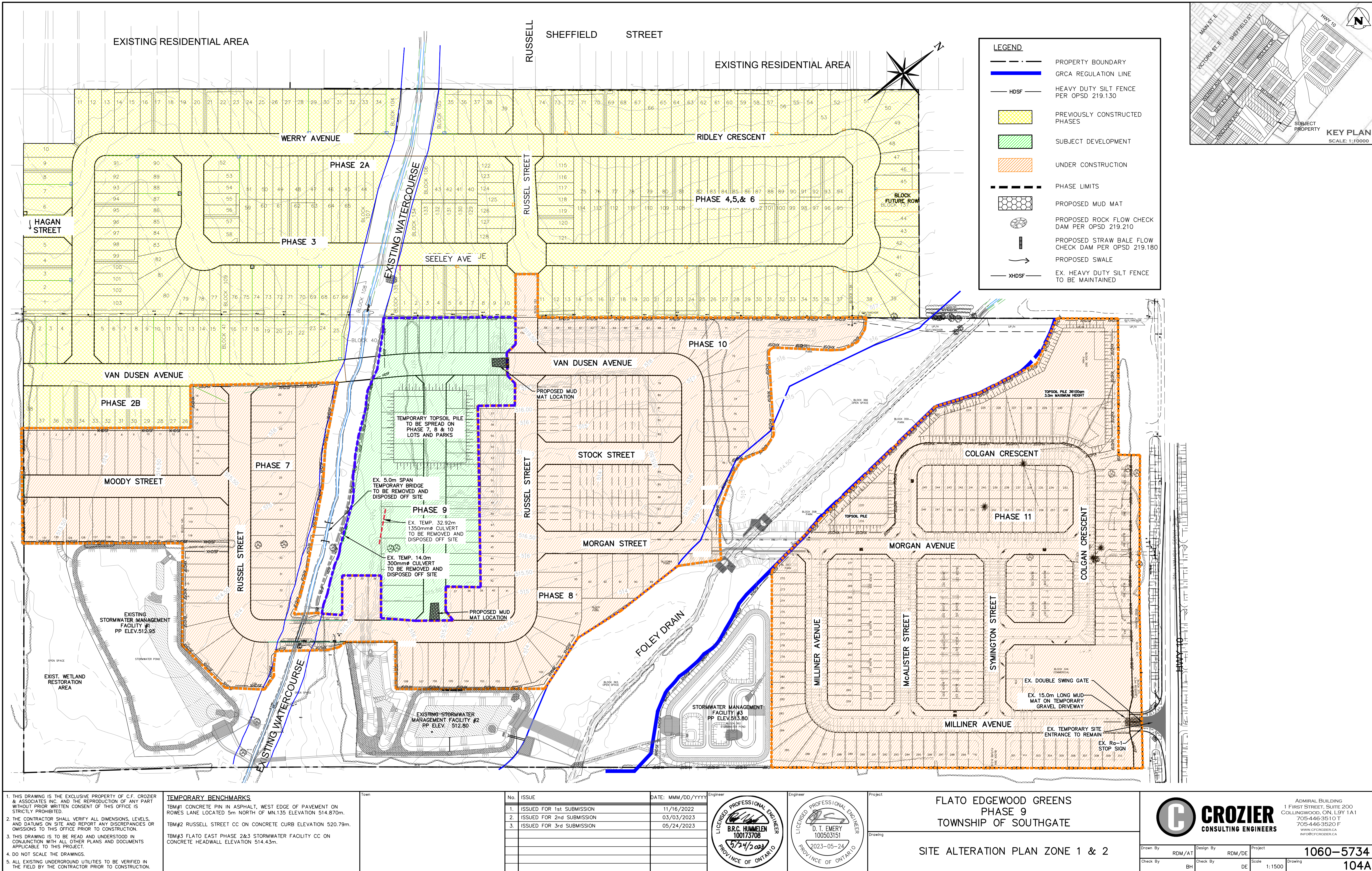


**CAO:** Original Signed By  
Dina Lundy, CAO

**Attachments:**

- Attachment #1 – Flato East phase 9 Schedule B-2 Site Alteration Plans dated May 24, 2023
- Attachment #2 – Flato East phase 9 B-1 Fill Control Report dated May 18, 2023
- Attachment #3 – Flato East phase 9 Project Securities required.







GENERAL NOTES:

1. CONSTRUCTION EQUIPMENT TO USE EXISTING ACCESS POINT, LOCATED AT HWY 10, AS INDICATED ON THIS DRAWING. MUD MAT TO BE MAINTAINED AT ACCESS POINT.
2. ALL WORKS SHALL BE COMPLETED IN ACCORDANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT. THE GENERAL CONTRACTOR SHALL BE DEEMED TO BE THE "CONSTRUCTOR" AS DEFINED IN THE ACT.
3. ALL SEDIMENT AND EROSION CONTROL FACILITIES AND WORKS ARE TO BE CONSTRUCTED AND IN PLACE TO THE APPROVAL OF THE SITE ENGINEER PRIOR TO ANY GRADING OPERATIONS COMMENCING. TYPICAL WORKS INCLUDE SILT FENCES, INTERCEPTOR SWALES, STRAW BALE CHECK DAMS AND SEDIMENT TRAPS.
4. ALL TEMPORARY TOPSOIL STOCKPILES ARE TO BE PROVIDED WITH THE NECESSARY SEDIMENT AND EROSION CONTROL FEATURES.
5. ALL INTERCEPTOR SWALES ARE TO BE SEEDED TO STABILIZE THEIR BANKS IMMEDIATELY FOLLOWING CONSTRUCTION.
6. REFER TO APPLICATION FORM FOR GRUBBING OF TREES WITHIN LIMITS OF FILL AREA.
7. NO GRADING OF LANDS WILL OCCUR WITHIN SPECIFIED BUFFERS ALONG PROPERTY LINES AND INTERNAL TO SITE.
8. THE LOCATION OF ALL UNDERGROUND AND ABOVEGROUND UTILITIES AND STRUCTURES ARE NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS, AND WHERE SHOWN, THE ACCURACY OF THE LOCATION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED. BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.
9. TEMPORARY DRAINAGE CHANNEL AND CULVERTS TO BE DECOMMISSIONED.

MAINTENANCE & OPERATIONS OF SEDIMENT CONTROLS

SILT FENCE

1. SILT FENCE MUST BE INSPECTED WEEKLY FOR RIPS OR TEARS, BROKEN STAKES, BLOW-OUTS AND ACCUMULATION OF SEDIMENT.
2. SILT FENCE MUST BE INSPECTED FOLLOWING ALL 15mm OR GREATER RAIN STORM EVENT OR AS DIRECTED BY SITE ENGINEER.
3. SEDIMENT MUST BE REMOVED FROM SILT FENCE WHEN ACCUMULATION REACHES 50% OF THE HEIGHT OF THE FENCE.
4. ALL SILT FENCES MUST BE REMOVED ONLY WHEN THE ENTIRE SITE IS STABILIZED AND AS DIRECTED BY THE SITE ENGINEER.

STRAW BALE / ROCK CHECK DAM

1. REMOVE ACCUMULATED SEDIMENT UP STREAM OF THE CHECK DAM IF GREATER THAN ONE HALF OF DAM HEIGHT.
2. SILT REMOVAL MUST BE UNDERTAKEN WITH CARE TO MINIMIZE DOWN STREAM SEDIMENTATION IN SWALE OR DITCH.
3. STRAW BALE CHECK DAM AND ALL ACCUMULATED SEDIMENT MUST BE REMOVED WITH CARE ONCE THE CONSTRUCTION SITE IS STABILIZED AND AS DIRECTED BY THE SITE ENGINEER.

MUD MAT MAINTENANCE

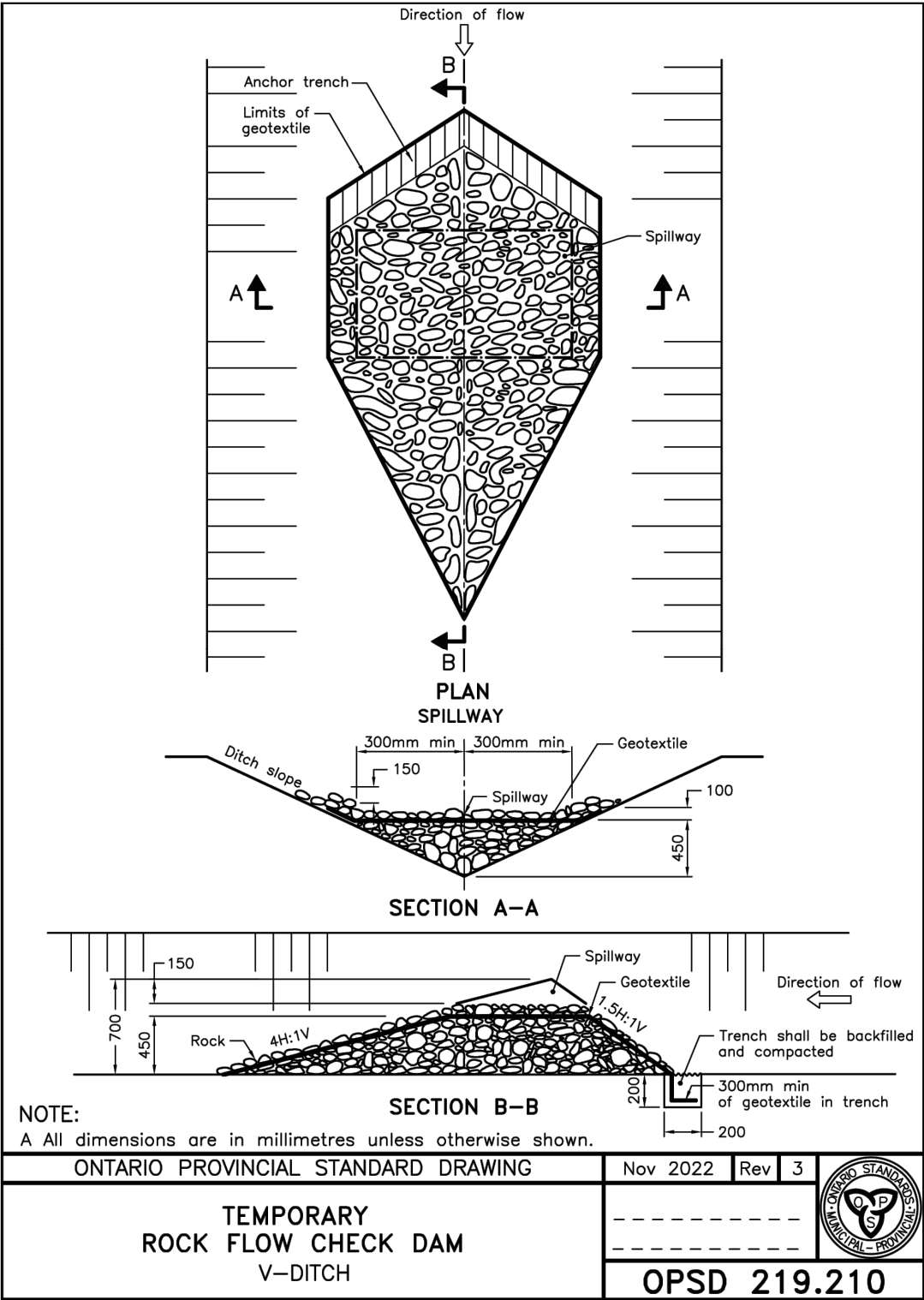
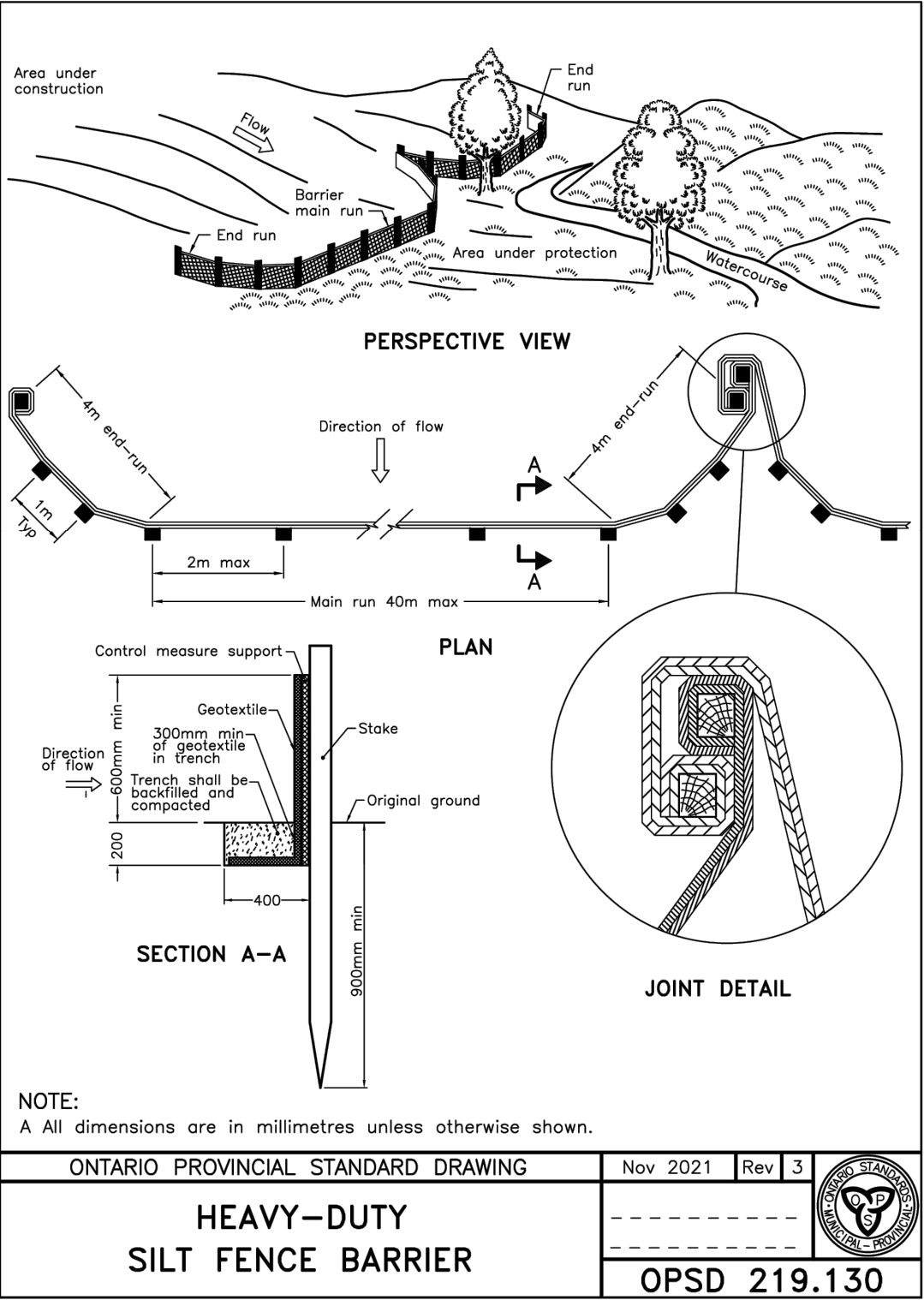
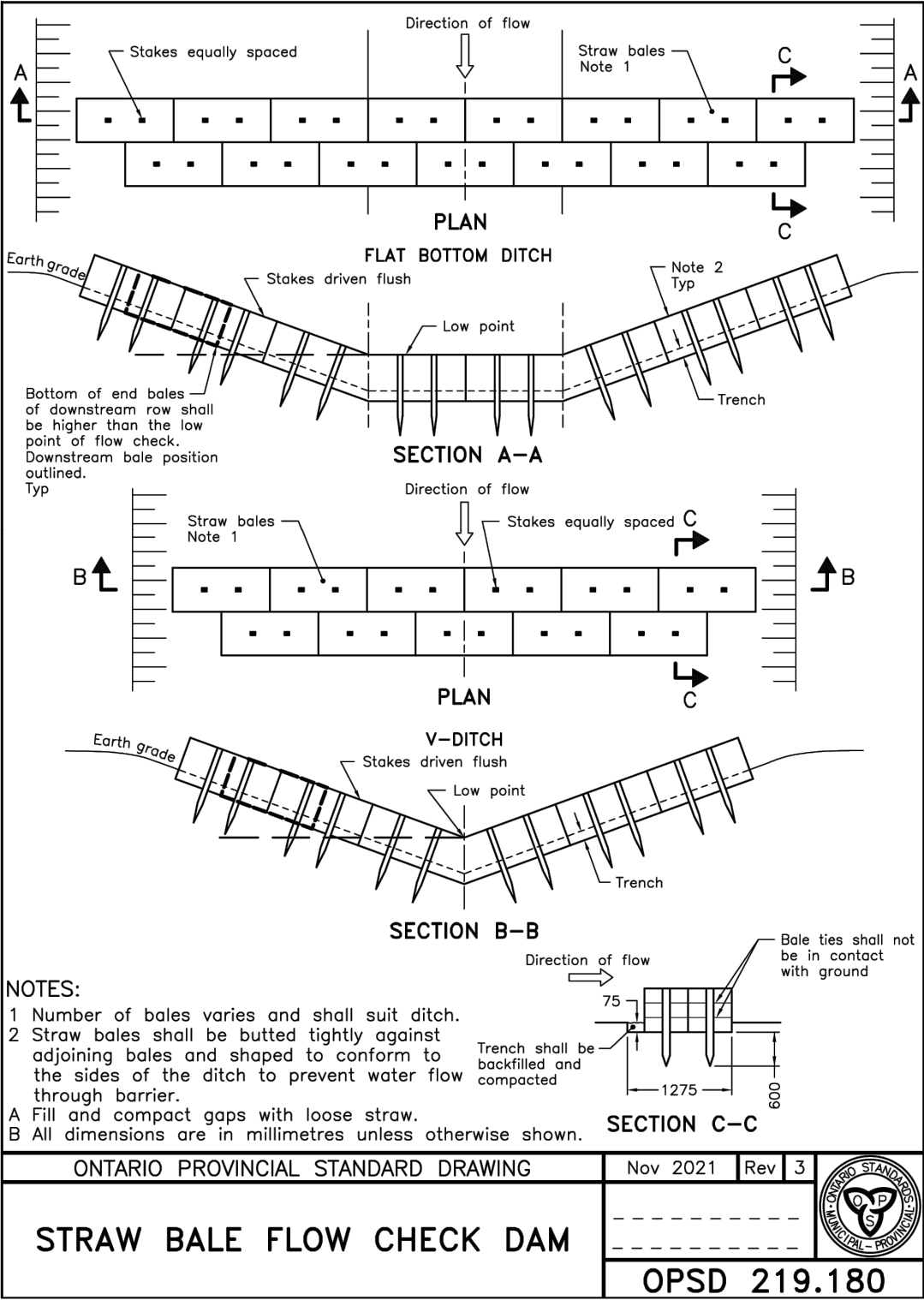
1. INSPECT MUD MAT WEEKLY TO ASSESS CONDITION AND ENSURE OPERATION EFFICIENCY.
2. SUPPLY AND PLACE ADDITIONAL CLEAR STONE AS DIRECTED BY SITE ENGINEER.
3. MAT TO REMAIN IN PLACE UNTIL SITE IS STABILIZED OR AS DIRECTED BY SITE ENGINEER.

DECOMMISSIONING / RESTORATION

1. FOLLOWING COMPLETION OF CONSTRUCTION AND AS DIRECTED BY SITE ENGINEER, ALL EROSION AND SEDIMENT CONTROL WORKS ARE TO BE REMOVED INCLUDING ANY ACCUMULATED SEDIMENT.
2. ALL WORKS LOCATED ON LANDS OUTSIDE THE PROPOSED DEVELOPMENT AREA ARE TO BE GRADED TO MATCH EXISTING SURROUNDING GROUND AND HYDROSEEDDED.
3. ALL SEDIMENT BUILD-UP TO BE REMOVED FROM SEDIMENT BASINS. CUT AREAS AND SEDIMENT BASINS TO BE TREATED WITH 25mm OF TOPSOIL AND HYDROSEEDDED AS DIRECTED BY SITE ENGINEER.
4. FOLLOWING COMPLETION OF ZONE 3 CUT AREA, TOP SOIL TO BE SPREAD OUT AT 400mm DEPTH WITHIN THE CUT AREA LIMITS AND HYDROSEEDDED.

NOTES:

1. RESIDENTIAL AREA TO BE PRE-GRADED BASED ON THE FOLLOWING PRE-GRADES:  
LOTS (SINGLE FAMILY) -0.8m  
LOTS (TOWNHOMES) -1.0m  
ROADS -0.6m  
PARKS -0.2m
2. A PRE-GRADE DETAIL FOR WALK-OUT/LOOK-OUT UNITS WILL BE PROVIDED TO THE CONTRACTOR PRIOR TO FILLING.
3. REFER TO SITE GRADING PLANS FOR PROPOSED FINAL GRADES.
4. POST ROAD SERVICING WORKS, CONTRACTOR TO PROVIDE POSITIVE DRAINAGE FOR LOT TUN-OFF VIA TEMPORARY SWALES AND/OR HICKENBOTTOM C/W CONNECTION TO STORM SEWER. WHERE APPLICABLE SILT FENCE TO BE LOCATED AT THE BOTTOM OF FILL SLOPES.



1. THIS DRAWING IS THE EXCLUSIVE PROPERTY OF C.F. CROZIER & ASSOCIATES INC. AND THE REPRODUCTION OF ANY PART WITHOUT PRIOR WRITTEN CONSENT OF THIS OFFICE IS STRICTLY PROHIBITED.

2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, LEVELS, AND DATUMS ON SITE AND REPORT ANY DISCREPANCIES OR OMISSIONS TO THIS OFFICE PRIOR TO CONSTRUCTION.

3. THIS DRAWING IS TO BE READ AND UNDERSTOOD IN CONJUNCTION WITH ALL OTHER PLANS AND DOCUMENTS APPLICABLE TO THIS PROJECT.

4. DO NOT SCALE THE DRAWINGS.

5. ALL EXISTING UNDERGROUND UTILITIES TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

**TEMPORARY BENCHMARKS**

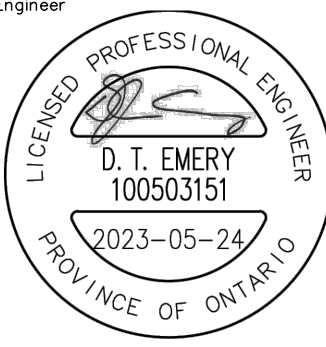
TBM#1 CONCRETE PIN IN ASPHALT, WEST EDGE OF PAVEMENT ON ROWES LANE LOCATED 5m NORTH OF MN.135 ELEVATION 514.870m.

TBM#2 RUSSELL STREET CC ON CONCRETE CURB ELEVATION 520.79m.

TBM#3 FLATO EAST PHASE 2&3 STORMWATER FACILITY CC ON CONCRETE HEADWALL ELEVATION 514.43m.

Town

No.	ISSUE	DATE: MM/DD/YYYY
1.	ISSUED FOR 1st SUBMISSION	11/16/2022
2.	ISSUED FOR 2nd SUBMISSION	03/03/2023
3.	ISSUED FOR 3rd SUBMISSION	05/24/2023



Project: FLATO EDGEWOOD GREENS PHASE 9 TOWNSHIP OF SOUTHGATE

Drawing: SITE ALTERATION DETAILS

**CROZIER**  
CONSULTING ENGINEERS

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COLLINGWOOD, ON, L9Y 1A1  
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INFO@CF-CROZIER.CA

Drawn By	RDM/AT	Design By	RDM/DE	Project	1060-5734
Check By	BH	Check By	DE	Scale	NTS
				Drawing	104B

**FILL CONTROL REPORT**

**EDGEWOOD GREENS – PHASE 9  
FLATO DUNDALK MEADOWS INC.**

**TOWNSHIP OF SOUTHGATE**

**PREPARED BY:**

**C.F. CROZIER & ASSOCIATES INC.  
1 FIRST STREET, SUITE 200  
COLLINGWOOD, ONTARIO  
L9Y 1A1**

**1<sup>st</sup> SUBMISSION: MARCH 2023  
2<sup>nd</sup> SUBMISSION: MAY 2023**

**CFCA FILE NO. 1060-5734**

The material in this report reflects best judgment in light of the information available at the time of preparation. Any use which a third party makes of this report, or any reliance on or decisions made based on it, are the responsibilities of such third parties. C.F. Crozier & Associates Inc. accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this report.



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## 1.0 INTRODUCTION

Flato Dundalk Meadows Inc. (Flato) is proceeding with Phase 9 of the Edgewood Greens Residential Development. Flato wishes to commence the pre-grading earthworks within Phase 9 of the Edgewood Greens Development, and thus seeking approval to do so from the Township of Southgate (Township).

This Fill Control Report is focused on the proposed earthworks program within the aforementioned phase and builds upon the Consolidated Site Alteration Agreement previously obtained from the Township and a Grand River Conservation Authority (GRCA) permit under the auspices of the Conservation Authorities Act to facilitate earthworks operations within the Dundalk Meadows Subdivision.

The proponent's consulting team includes:

- Soil Engineers Ltd. (SEL) (geotechnical)
- MHBC (planning)
- C.F. Crozier and Associates Inc. (civil engineering)

## 2.0 DUNDALK MEADOWS DEVELOPMENT BACKGROUND

The Edgewood Greens Subdivision is a 70-ha development located at the south end of the Village of Dundalk which is bounded by existing residential lots to the north, Highway 10 to the east, open space to the south, and a former Canadian Pacific Railway right of way (ROW) to the west. It is comprised of three separate draft plans which includes, Dundalk Meadows West, Dundalk Meadows East, and Dundalk Meadows North. The Draft Plan of Subdivision for Dundalk Meadows east is included as **Figure 1**.

All forthcoming development applications and supporting documentation will be in support of Plan of Subdivision Approvals for Phase 9 within the Edgewood Greens Development. **Table 1** details the individual developments, their legal description, and their approval/design status. A Composite Phasing Plan has been prepared by MHBC for the entire Edgewood Greens Development (April 21, 2023) and is presented on **Figure 2**.

**Table 1: Edgewood Greens Development Details and Status**

Development Property	Area (ha)	Units	Legal Description <sup>1</sup>	Phase of Development	Approval/Design Status
Dundalk Meadows West	13.1	70	Lot 18 and Part of Lots 17 and 21, Block P, Registered Plan 480 and Part of Lot 233 Concession 2	1	Built-Out
Dundalk Meadows East	40.2	470	Part of Lot 233 and Lot 234, Concession 1	2B	Built-Out
				7, 8, 10	Draft Plan Approved/ Under Construction
				11	Draft Plan Approved/ Under Construction
				9	Draft Plan Approved/ Detailed Design
Dundalk Meadows North	16.2	267	Part of Lots 232, Concession 1	2A, 3-6	Built-Out

1. Legal descriptions for all developments include "Village of Dundalk, Township of Southgate, County of Grey"

### 3.0 SITE DESCRIPTION

A soil investigation for Dundalk Meadows East was completed by Soil Engineers Limited. Soil Engineers Limited produced six documents summarizing the soil investigations, hydrogeological studies, and water balance for the Dundalk Meadows East site. These reports include:

- *Hydrogeological Study and Groundwater Monitoring Proposed Residential Development – 772146 Highway 10*, Soil Engineers Ltd., February 2016 (Dundalk Meadows East Hydrogeological Report).
- *A Soil Investigation for Proposed Residential Development- 772146 Highway 10*, Soil Engineers Ltd., August 2016 (Dundalk Meadows East Soil Report).
- *A Soil Investigation for Proposed Residential Development – Part of Lot 232 Concession 1 and 772146 Highway 10*, Soil Engineers Ltd., August 2016 (Dundalk Meadows North Soil Report).
- *Re: Water Balance Assessment Update Proposed Residential Development- Part Lot 232 Concession 1 and 772146 Highway 10*, Soil Engineers Ltd., September 8, 2016 (Dundalk Meadows Water Balance Letter).

These soil investigations consisted of 16 boreholes across the Dundalk Meadows East Development. These boreholes revealed that these sites are mostly topsoil underlain by layers of sandy silt till and silty sand till, with layers of silt above the till deposits at some of the borehole locations (Dundalk Meadows East Soil Report, Soil Engineers Ltd., August 2016, Dundalk Meadows North Soil Report, Soil Engineers Ltd., August 2016).

Groundwater monitoring wells were installed at selected borehole locations for the hydrogeological studies. The groundwater monitoring program determined seasonally high groundwater elevations to be between 0.5 m and 3.0 m below ground surface.

### 4.0 FILL REQUIREMENT

Given the existing topography of the property in relation to the proposed residential development grading, the site will require fill to raise the existing grades to an elevation suitable for servicing. Additionally, area adjacent to the Foley Drain will require fill to provide floodproofing protection measures.

Based on the proposed site grading, the following earthworks operations are required. Please note the following volumes are subject to change.

- Topsoil to be stripped within Phase 9 = 3,300 m<sup>3</sup>
- Cut-to-fill material = 1,000 m<sup>3</sup>
- Engineered soil import = 11,400 m<sup>3</sup>
- Drainage layer import (0.3 m depth) = 7,900 m<sup>3</sup>

### 5.0 CRITERIA

#### 5.1 Township of Southgate

The placing of fill will not be permitted on the Subject Lands unless authorized by an executed agreement between Flato and the Township.

The Township requires confirmation that the quality of the off-site material meets Ministry of Environment “Table 2” criteria for residential development lands. To this end, Soil Engineers Ltd. (SEL) has been retained by the proponent as the geotechnical engineers. Material will be sourced from a

local licensed aggregate pit. SEL will confirm that the off-site material is clean and suitable for use on the site as fill material. SEL will provide all necessary geotechnical engineering advice during the placement of the material, from the perspective of compaction and testing. Refer to **Appendix A** for the "Geoenvironmental Guidelines for Earth Fill Importation and Placement" prepared by SEL which address the New Excess Soil Management requirements.

The following sections of this report speak to areas of interest of the Township.

## **6.0 WORK PLAN**

### **6.1 Access Entrance**

The proposed filling operation requires fill to be placed in lifts and compacted appropriately, per the recommendations of SEL. Therefore, a construction access route is required. Direct access to the development areas of the site will be via an existing temporary access off of Highway 10, where a haul route had been previously constructed to enable vehicles and dump trucks to enter the site from the east. Refer to **Drawing 104A** for the Site Alteration Plan.

### **6.2 Haul Route**

The proponent and the Contractor will be restricted to use the existing temporary access driveway from Highway 10 as identified on **Drawing 104A**. At the entrance of the access road, a mud mat has been constructed to minimize the tracking of material onto Highway 10 (refer to detail provided on **Drawing 104B**).

To allow construction vehicles access to the site during the Flato West works (Phase 1), a temporary roadway was constructed along the Flato East site. This existing road will be monitored during fill operations by Soil Engineers Ltd., and Crozier, and any necessary repairs to maintain the roadway will be completed by the Contractor at the direction of the Field Engineer.

#### **6.2.1 Haul Route Staging**

As illustrated on **Drawing 104A**, upon completion of servicing of the Phase 11 Lands, the Foley Drain crossing and existing construction access road are to be decommissioned. In doing so, the construction access road is to be re-routed along Millner, Morgan and Van Dusen Avenue to provide access to the Phase 9 Lands.

### **6.3 Spill Contingency**

During fill placement activities, no on-site storage of fuels and no filling or servicing of machinery and equipment will be allowed within 30 metres of the existing ditches, identified watercourses and environmentally sensitive lands. Machinery that is present outside of these lands will also require spill contingency procedures and this will be the responsibility of the Contractor as indicated in their contract.

### **6.4 Proposed Pre-Grading Design**

The quantities of fill material required to develop the Phase 9 lands have been determined based on the Site Grading Plans (to be provided by the Engineer during Earthworks). These grades will ensure that positive drainage is provided on the fill material and any runoff is directed towards the identified sediment and erosion control features.



The details which are provided on **Drawing 104B**, and the Site Grading Plans provide sufficient information to allow the Contractor to complete the placement of fill within the Phase 9 Lands and to meet the stringent guidelines set out within the permit.

## **6.5 Erosion and Sediment Control**

During the pre-grading activities, the runoff generated from the disturbed areas will drain to the existing SWMF#2 in Zone 2, and outlet to the Foley Drain and the Unnamed Tributary.

The focus of the erosion and sediment control design is to ensure that drainage which outlets to the Foley Drain and Unnamed Tributary is appropriately cleaned of sediment prior to leaving the site. The erosion and sediment control designed is also intended to minimize sediment-laden runoff entering adjacent properties around the site perimeter.

All sediment and erosion controls will be installed prior to the commencement of any Earthworks operations and maintained throughout all site activities until the site is stabilized or as directed by the Engineer, GRCA and/or Township. Controls are to be reviewed regularly, after each significant rainfall, and maintained in proper working condition.

### **6.5.1 Interceptor Ditches and Flow Check Dams**

Interceptor ditches have been specified around portions of the site perimeter to intercept and convey flow to the sediment basin, ensuring no interference with existing drainage conditions. Additional interceptor ditches have been proposed within the site to collect and convey flows to the sediment basins. These interceptor ditches will be finished with topsoil and hydroseeded to reduce erosion.

### **6.5.2 Silt Fencing**

Silt fencing will be installed to define the limits of the disturbed area within Zone 3 including site clearing, topsoil stripping and fill operations, temporary drainage channels, as well as in areas to intercept any flows leaving the site. Silt fencing will play a crucial role in preventing sediment from migrating into the Foley Drain. Locations for the fences are shown on **Drawing 104A**, but more fencing may be added as necessary based on decisions by Crozier and the Proponent prior to and during placement of fill.

### **6.5.3 Dust Suppression**

During earthwork activities, the Proponent, their representatives (SEL & Crozier), and the Contractor will ensure that measures for dust suppression are provided as required, such as the application of water and lime.

### **6.5.4 Topsoil Stockpile**

Since the earthworks operations are intended to raise the existing site grades to a suitable elevation required for servicing, it will be necessary to strip topsoil prior to fill placement. Topsoil is to be temporarily stockpiled and then used during the landscaping works. It should be noted that topsoil that is not required for the proposed development will be hauled off-site to one of the Flato Dundalk sites.

## 6.6 Schedule of Works

The following schedule is for the fill operations required for Zone 2. The Proponent intends to acquire external fill over a period of three to four months. Placement of fill is anticipated to commence immediately upon execution of the Site Alteration Agreement with the Township, weather permitting.

The first work to be completed on the site will be the preparation of the site, including but not limited to installation of sediment erosion controls, alterations to the temporary sediment basin and construction of the interceptor swales. As stated earlier in this report, the haul route has previously been constructed (refer to Section 6.2.1 for Haul Route Staging).

Following these initial preparations on the site, the Contractor will strip and transport all the topsoil from the Phase 9 area to the proposed stockpile location. The anticipated volume of topsoil to be stripped is 3,300 m<sup>3</sup>.

Approximately 1,000 m<sup>3</sup> of cut-to-fill material from the Subject Development, and approximately 19,300 m<sup>3</sup> of imported fill (approximately 11,400 m<sup>3</sup> of engineered soil import and 7900 m<sup>3</sup> of drainage layer import) are required to complete the pre-grading activities of the Phase 9 Lands. Fill will be placed in 200 mm lifts and compacted based on recommendations from Soil Engineers Ltd. (assume 95% or 98% SPMDD). The following is a short description of the possible work plan and schedule to transport and place import material on-site.

### Assumptions:

Workday:	10 hours
Work Week:	5 days
Equipment:	10 haul trucks with capacity of 18-20 m <sup>3</sup> Bulldozer (crawler-mounted) Front End Loader Compactor

Travel cycle for haul trucks: 1 hour (subject to change based on location of the fill source)

### Notes:

1. The size and type of equipment may vary depending on the Contractor's preference and the encountered soil and site conditions.
2. Construction activities are anticipated during typical working hours from Monday to Friday.

Using these assumptions, a total of 100 loads of fill will be transported to the site each day resulting in a daily total of 1800-2000 m<sup>3</sup> of placed fill. Therefore, it should take approximately 10-11 working days to haul the fill material on-site.

## 6.7 Monitoring of Works

The site will be monitored to ensure that the placing of fill does not impact adjacent properties, existing watercourses and to provide temporary drainage as required to prevent standing water on-site.

Crozier will make periodic site visits to monitor operations and ensure all recommendations proposed within this report are being adhered to, such as placing of fill within identified approved areas, erosion and sedimentation controls and dust suppression.

SEL will be responsible for the oversight and certification of the material placed on the site and appropriate environmental testing. Copies of all testing results will be made available to the Township. The material source will be continuously monitored.

As noted earlier, SEL has prepared site-specific guidelines for the importation and placement of fill within the Fill Area, and a copy of these guidelines are included in **Appendix A**. This document will outline the frequency and type of testing for the fill material as per the MECP Guidelines and Ontario Regulation 153. A document outlining the Procedures and Requirements for Construction of Engineered Fill has also been provided by SEL and is included in **Appendix B**.

If the source of material changes during the project, ample notification along with supporting documentation will be provided by SEL and Crozier.

## 6.8 Rehabilitation of the Site

This filling application is considered an interim activity; a Subdivision Agreement to enable site servicing within the Phase 9 Lands is expected over the next 3-4 months.

Erosion/sediment controls are specified around the perimeter of the area of disturbance and adjacent to any existing conveyance routes, which will prevent the migration of sediment from the area of disturbance. The Proponent will be required to maintain these measures until the site is stabilized. The Proponent is required to post a security deposit, as this will provide the financial assurance necessary to address any potential long-term impacts from the earthworks operations.

## 7.0 CONCLUSIONS & RECOMMENDATIONS

The earthworks activities on the property will not have an impact on the adjacent properties or existing watercourses. The works will be monitored to ensure that the recommendations made within this report are followed.

We trust that this report is satisfactory, and the required agreements can be executed as quickly as possible.

Respectfully Submitted,

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



Dylan Emery, P.Eng.,  
Project Engineer

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



Brendan Hummelen, P.Eng.,  
Project Engineer

# APPENDIX A

## Geoenvironmental Guidelines for Earth Fill Importation and Placement (SEL)



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May 17, 2023

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## **FILL MANAGEMENT PLAN (FMP)**

Flato Edgewood Greens Phase 9  
Township of Southgate (Dundalk)

### **1. INTRODUCTION**

The following Fill Management Plan (FMP) has been prepared on behalf of Flato East Development for the proposed residential development located at 771268 Highway 10, Township of Southgate (Dundalk). The purpose of the FMP is to provide support regarding the fill management program for proposed development and demonstrate the work will be conducted in accordance with the Ontario Regulation 406/19 – On-Site and Excess Soil Management; and Rules for Soil Management and Excess Soil Quality Standards. The volume of the importation operation is estimated to be a total of approximately 12,000 m<sup>3</sup>.

### **2. SITE DESCRIPTION & BACKGROUND**

The subject site is located on the northeast of Highway 10 and County Road 9, Township of Southgate (Dundalk). The subject site mainly consists of vacant agriculture lands. The neighbouring properties consist mainly of rural residential and agricultural properties in all directions from the subject site. A watercourse traverses the central portion of the subject site.

The proposed is residential development and anticipated that the new development will be provided with municipal services meeting urban standards.

### **3. QUALIFIED PERSON**

The role of a Qualified Person (QP) defined under Ontario Reg. 406/19 (O. Reg. 406/19), for the testing and movement of excess soils, is to design and implement an excess soil management plan. The receiving site QP (SEL's QP) will approve incoming excess soil from a source site based on the review of documentation from the source site, provided by the source's consultant's QP, which includes analysis for the quantity and quality of potential incoming soils and/or through independent testing of the source to verify acceptance.

In addition, visual inspection and environmental quality of the in-situ soils will be conducted as part of the fill management. The field inspection and collection of soil samples for analytical testing will be conducted by environmental personnel of SEL under the supervision of the QP. The SEL QP involved in this project is Mr. Ahmed Hassan, P. Eng. Mr. Ahmed Hassan will supervise and review periodic site visits as per Ontario Regulation 406/19 during the fill management.



A QA/QC audit verification program under direct supervision of QP is required as part of the FMP. Audit inspection and sampling will be conduct.

#### 4. WORK ACTIVITIES

The fill management work at the subject site will include but not limited to the following:

- Site Preparation (permitting, utility locates, scheduling) and base-line soil quality assessment
- Source Soil Characterization, Review of Source Documentation, Oversight of Fill Management, Fill Placement and Engineering of Fill to Design Specifications
- Dust Control and Sediment Control
- Health and Safety Plan
- Site visit for random screening and chemical testing of imported soil
- Review of Record Keeping
- Written acceptance of material from source site

#### 5. UTILITY LOCATES, PERMITTING AND SAFETY MEASURES

All utility locates and permitting required by local and provincial legislation are to be the Contractors responsibility. Any fee associated with permitting are the responsibility of the Contractor. The contractor shall provide safety fencing, where required, around the excavation to ensure worker safety. The Contractor shall follow the site health and safety plan during each work day.

#### 6. SOURCE SOIL CHARACTERIZATION, SOIL IMPORTATION, STOCKPILING AND COMPACTION

##### 6.1 Overview of the Fill Soil Management Plan

The purpose of the FMP is to outline provisions for soil characterization and record keeping. The implementation of the FMP will be completed by SEL.

##### 6.2 Pre-Screening of Materials

Materials will be classified based on the environmental soil quality assessment of the source site provided by the source's consultants. Source site(s) will be only accepted if SEL can be satisfied with the information in the source sites environmental soil quality assessment report (including testing program conducted on the source) and if the fill meet the applicable site condition standards. Should the information in the source site report be deemed insufficient, SEL reserves the right to provide independent testing of the source to verify acceptance. Should these conditions not be met, SEL reserves the right to reject the source regardless of what documentation is presented. In no case will SEL accept any incoming source site materials if the materials do not meet the applicable site condition standards.



Environmental documentation (i.e. Assessment of Past Uses, Soil Analysis Plan and Soil Characterization) prepared for excess soil intended for import to the subject Site shall be provided to the QP for review, comment and approval prior to the intended date to commence the importation activities and should comply with the requirements outlined in O. Reg 406/19 and should include but not limited to the information summarizing:

- a. the rationale for the choice of parameters analyzed,
  - b. the description of the methods used to ensure uniform and representative sample collection,
  - c. the number, location and depths of soil samples collected,
  - d. the volume of each stockpile or area sampled *in situ*,
  - e. laboratory certificates of analysis for soil samples analyzed,
  - f. a comparison of the testing results to the applicable Excess Soil Quality Standards,
  - g. The opinion of the Source Site QP<sub>ESA</sub> that the excess fill material to be exported is suitable for re-use at the Receiving Site and adheres to this Excess Fill Acceptance Protocol.
- Laboratory Analysis and Analytical Procedures:
    - The soil analysis must be undertaken by laboratories accredited by Standards Council of Canada (SCC) or Canadian Association for Laboratory Accreditation Inc. (CALA) in accordance with ISO/IEC 17025 – General Requirements for the Competence of Testing and Calibration Laboratories.
    - The analytical procedure must be conducted as outlines in section 47 of Ontario Regulation 153/04 and in the “Protocol for Analytical Methods Used in the Assessment of Properties under Part XV.1 of the Environmental Protection Act”, dated March 9, 2004, amended as of July 1, 2011.
  - Environmentally Acceptable Fill on-site Criteria:
    - Material that does not exceed the applicable Standards.
    - Material that does not contain construction debris/rubble that is inconsistent with the soil type.
    - Material that is free of aesthetic impacts

#### 6.2.1. Imported Materials

Soil intended to be imported and used at the Subject Site must be sampled, analyzed and deemed appropriate for reuse at the Subject Site by a Qualified Person in Environmental Site Assessment (QP<sub>ESA</sub>) in accordance with the Excess Soil Rules and deemed appropriate for reuse at the Subject Site by the QP<sub>ESA</sub> prior to importation.



Soil imported to the subject site must be sampled and analyzed prior to import and deemed acceptable by the QP<sub>ESA</sub>. Should it be determined that additional sampling and analysis is required for approval, the proposed sampling and analysis plan is to be provided for review to the QP<sub>ESA</sub> in advance of implementation. This evaluation should consist of a site visit and a records review in accordance with O. Reg. 406/19 to define the contaminants of concern associated with the source site. At a minimum, soil shall be analyzed for PHC F1-F4, metals and hydride-forming metals, SAR and EC, pH, and any other contaminant of potential concern (COPC) identified at the generating site.

The sampling program for in-situ samples shall be analyzed for each 200 m<sup>3</sup> of soil for the first 10,000 m<sup>3</sup> of soil being brought to the site, and at least one soil sample shall be analyzed for each 450 m<sup>3</sup> of soil being brought after the first 10,000 m<sup>3</sup> from the same generating site. The sampling program for stockpiled material shall be analyzed based on Table 2.1 Appendix E of O. Reg. 406/19.

Imported soil is to meet the Ministry of the Environment Conservation and Parks (MECP) (2020), and adopted by reference in O.Reg.406/19 (On-Site and Excess Soil Management) made under the Environmental Protection Act, R.S.O. 1990:

- Table 2.1 RPI: Full Depth Excess Soil Quality Standards in a Potable Ground Water Condition for Residential/Parkland/Institutional Property uses (hereinafter referred to as “Table 2.1 ESQS RPI Standards”).

Imported soil must be geotechnically suitable and cannot contain any deleterious materials, organic materials (except in the case of topsoil imports), construction debris, etc. Geotechnical Engineer will review the available documents and visit the potential source site to inspect the geotechnical suitability of the material prior to importation to the site.

Further environmental quality testing of the incoming fill will be conducted at the receiving site. Soil sampling, a random field screening (visual and olfactory examination, and soil vapour measurement using a combustible gas detector) will be conducted and representative soil samples for chemical analysis will be submitted for appropriate parameters based on the source site(s) history and results of the random field screening. Imported soil cannot exhibit any staining or odours associated with petroleum hydrocarbons or other contaminants. Materials found to have exceeded the applicable Site Condition Standards will be removed from the property to an appropriate off-site location.

Soil shall not be imported to the Subject Site without prior written approval from the QP<sub>ESA</sub> overseeing this Soil Management Plan and written authorization for the material having been provided from the Project Leader to the Receiving Site authorities.





Surface water and sediment runoff shall be handled by silt fencing installed on the inside of the fencing surrounding the perimeter of the subject site. All water pumped from within the excavation of the storm water management pond shall be properly handled, tested and discharged in accordance with the municipal requirements. Any potential storm sewer and manhole cover shall be protected as an entry point. Sealing manholes and constructing sediment trap at all catch basins shall be required. Sediment traps shall be straw bales placed end-to-end limiting the direct discharge of run-off to the sewer and/or swale.

#### 6.2.2. Tracking, Environmental Screening

Upon arrival of a load of imported soil that has met the requirements of Section 6.2.2 at the Subject Site; the following inspections will be conducted by designated Subject Site Representative:

- a. The Hauling Record, or equivalent tracking sheet, for the load shall be inspected by the QP<sub>ESA</sub>, for completeness and to ensure the time at which the load left the source site is consistent with the time of arrival at the Subject Site given the distance from the source site. If discrepancies are identified with respect to timing of departure from the source site and arrival at the Site, the Project Leader shall be notified prior to accepting the material at the Subject Site.
- b. A visual inspection of each incoming load for evidence of deleterious materials, chemical odors or staining is to be documented and the findings are to be summarized in the Daily Inspection Report.
- c. If the imported soil is deemed suitable for receipt based on Section 6.2.2, the soil may be placed on-site or stockpiled for later use.
- d. If the imported soil is considered suspect the soil shall either be rejected or segregated pending further testing/investigation by the QP<sub>ESA</sub>.
- e. The final placement of imported soil from each source site shall be recorded, including areas of placement on-site, depths and volumes. This documentation and records shall be provided to Project Leader.

Monitoring of soil export and import shall be conducted by the Contractor in compliance with this Soil Management Plan and O.Reg 406/19. In addition to the recordkeeping requirements in this Soil Management Plan, the contractor shall maintain the Daily Inspection Report. At a minimum, records will be kept documenting:

- The dates and duration of excavation work on site
- Weather and site conditions during excavation
- Name of the Qualified Person overseeing the work
- The location and depth of excavation, and on-site soil tracking
- Results of all field screening and laboratory analytical results
- Contractors and/or haulers working on the site



## 7.0 DUST CONTROL AND SEDIMENT CONTROL

There is potential for nuisance dust from exposed soil to be carried off-site by vehicles and/or equipment, via airborne dust or in the form of surface runoff. Therefore, the following measures shall be implemented at the Site during earthworks:

- a. Erosion and sediment control and installation of storm water management features shall be conducted in conformance with the site-specific plans approved by the appropriate government and conservation authorities;
- b. To minimize on-site traffic, workers' vehicles will be parked in a designated area.
- c. Vehicular speed shall be limited within the construction area to minimize excessive generation of dust;
- d. The Site Supervisor will ensure that off-site roadways used by construction-related vehicles are maintained such that debris, dust and dirt are minimized to the extent reasonably practicable. Maintenance and control measures may include road sweeping, cleaning and wetting with potable water.
- e. Construction entrances equipped with a decontamination pad and/or mud mat at the Subject Site gate in conformance with site-specific erosion and sediment control plans.
- f. All equipment/vehicles shall be inspected prior to departure off-site.
- g. The Site Supervisor shall be responsible for control of dust emissions, generated from on-site vehicular traffic or other construction activities. Dust suppression techniques may include misting with potable water or use of dust suppressant.
- h. In the event of high wind conditions that cannot be addressed through the foregoing measures, work shall be restricted during high wind events until conditions are less likely to generate visible dust.
- i. Stockpiles shall be surrounded by erosion and sediment control barriers in accordance with site-specific plans to prevent storm water runoff. If necessary, soil stockpiles shall be covered to minimize dust production.
- j. Trucks transporting soil off-site shall be covered prior to leaving the Site and during transport.



Dust emissions shall be monitored daily during site work by the Site Supervisor, or designated personnel, and observations should be recorded.

Surface water and sediment runoff shall be handled by temporary Storm Water Management (SWM) ponds and silt fencing installed on the perimeter of the site. All water pumped within the excavation is to be properly handled, tested and discharged in accordance with municipal requirements. Storm sewers and manhole covers, if present, shall be protected at entry points by the Contractor. Sealing manholes and constructing sediment traps at all catch basins shall be constructed by the Contractor.

## 8.0 CONTINGENCY PLAN AND UNKNOWN CONDITIONS

In the event unexpected site conditions arise including inclement weather conditions and/or traffic issues, the following procedures may be required:

- Alternate trucking routes in the event of road construction
- Alternate groundwater and sediment control measures during inclement weather
- Alternate dust suppression during winter months when suitable water access is restricted
- Alternate disposal sites in the event hazardous or contaminated waste is identified

Proper procedures are to be in place to facilitate the contingency plan in the event unknown conditions are encountered.

## 9.0 REGULATORY PERMITTING & AUTHORIZATIONS

Activities relating to soil excavation and disposal can require various permits including:

- Permit to take Water in the event dewatering exceeds 50,000L per day, if required
- Environmental Compliance Approvals (ECAs) for air and noise emissions relating to generators, if required
- Sewer discharge permits for the Municipality or City, if required

Regulatory permits and authorizations are to be filed and approved before the aforementioned work is to take place, except in the LSRCA regulations area.



## 10.0 HEALTH & SAFETY PLAN

A health and safety plan must be prepared taking into consideration the type of labour, the machines to be used, and the activities on the site. The contractor will be responsible for the production and enforcement of the plan. SEL will be available for assistance and input, if required. The Ministry of Labour office will be notified through the Notice of Project of proposed activities by the contractor prior to commencement of work.

## 11.0 RECORD KEEPING AND VOLUME TRACKING FOR IMPORTING FILL MATERIAL FROM APPROVED SOURCE SITE(S)

- Record keeping and volumes tracking system will be in place for bringing acceptable fill material to the receiving site.
- Hauling company from approved source site(s) will obtain tickets and each ticket represents one (1) loaded truck (+/- 10m<sup>3</sup>).
- There will be full time personnel at the receiving site to keep daily records and collect all tickets from the hauling company.
- At the completion of each fill importation exercise, SEL will receive a summary of the record keeping and volume tracking system.
- Written acceptance from the receiving site in regards to any material shipped from this project.

If there are any questions regarding this Fill Management Plan, please do not hesitate to contact our office.

Yours very truly,  
**SOIL ENGINEERS LTD.**

Ahmed Hassan, P. Eng., QP<sub>ESA</sub>  
AH:ah

Appendix 'A': Site Plan

Appendix 'B': Records Keeping and Volume Tracking System

## **Appendix ‘A’**

### **Site Plan**



## **Appendix 'B'**

### **Records Keeping and Volume Tracking System**

### **Appendix C : Records Keeping and Volume Tracking System**

- Load tickets should include:

Ticket Number, source site address, truck type (tri-axle, trailer, etc.), truck license number, size of the load, time of departure from source site and time of arrival at subject site.

- Source site and subject site must separately document the departure and arrival times of each load respectively and maintain a record with them. The load ticket numbers must be documented sequentially.
- Daily tally of load tickets must be prepared by the contractor and provided to SEL. In addition, weekly summary of numbers of truck loads, volumes and status of imported material (whether environmentally acceptable, screened, suspect, etc.) should be provided to SEL for review.
- An appropriate tracking system should be prepared for the imported material to relate the source site and location of use at the subject site. The tracking system should include a site plan of the subject site identifying the location(s) where imported materials from various source sites were used. Please note that this location will only be general in nature.
- A soil importation and management report should be prepared at the completion of the FMP to document the record of the site activities. The report should include all pertinent information regarding imported fill, filling locations, load tracking, quality control, and chemical testing.
- Details of all source sites including site address, past and present uses, scope of environmental soil quality assessment, type of soil encountered, chemical testing details and volumes of soil imported must be recorded and included as an appendix in the final soil importation and management report.



# APPENDIX B

## Procedures and Requirements for Construction of Engineering Fill



## 6.2 **Earth Fill**

The permanent groundwater level on the site is shallow, generally less than 1.0 m below the prevailing ground surface. Accordingly, it is understood that the grade of the site will be raised by approximately 2 m above the existing grade.

Due to the high water table, a water-break will be required to prevent groundwater from wicking into the fill. The water-break should be a 30 cm thick layer of Granular 'B' or pit-run granular material with a silt content of 15% or less and a permeability coefficient ( $k$ ) of  $10^{-3}$  cm/sec or greater. The remainder of the fill should consist of compactable inorganic soil.

The fill should be compacted in layers 20 cm thick to 95% or + of its Standard Proctor dry density. In areas where ground settlement is tolerable, the lift thickness can be increased to 30 cm. The presence of boulders will prevent transmission of the compactive energy into the underlying material to be compacted. We recommend that the fill be screened to remove boulders greater than 150 mm in diameter.

Where underground services, roads or structures will be supported on the fill, the recommendations in Sections 6.3 'Engineered Fill' and 6.7 'Backfilling in Trenches and Excavated Areas' apply.

## 6.3 **Engineered Fill**

In areas where earth fill is required to raise the site, or where extended footings are necessary, it is generally more economical to place engineered fill for normal footing, underground services and pavement construction. The engineering requirements for a certifiable fill for pavement construction, municipal services, slab-on-grade, and footings designed with a Maximum Allowable Soil Pressure (SLS) of 150 kPa and a Factored Ultimate Soil Bearing Pressure (ULS) of 250 kPa are presented below:



1. All of the topsoil and organics must be removed, and the subgrade must be inspected and proof-rolled prior to any fill placement. The badly weathered soil and existing earth fill must be subexcavated, sorted free of topsoil inclusions and deleterious materials, if any, aerated and properly compacted.
2. Inorganic soils must be used, and they must be uniformly compacted in lifts 20 cm thick to 98% or + of their maximum Standard Proctor dry density up to the proposed finished grade and/or slab-on-grade subgrade. The soil moisture must be properly controlled on the wet side of the optimum. If the house foundations are to be built soon after the fill placement, the densification process for the engineered fill must be increased to 100% of the maximum Standard Proctor compaction.
3. If imported fill is to be used, the hauler is responsible for its environmental quality and must provide a document to certify that the material is free of hazardous contaminants.
4. If the engineered fill is to be left over the winter months, adequate earth cover, or equivalent, must be provided for protection against frost action.
5. The engineered fill must extend over the entire graded area; the engineered fill envelope and the finished elevations must be clearly and accurately defined in the field, and they must be precisely documented by qualified surveyors.
6. Foundations partially on engineered fill must be reinforced by two 15-mm steel reinforcing bars in the footings and upper section of the foundation walls, or be designed by a structural engineer, to properly distribute the stress induced by the abrupt differential settlement (estimated to be  $15 \pm \text{mm}$ ) between the natural soils and engineered fill.
7. The engineered fill must not be placed during the period from late November to early April, when freezing ambient temperatures occur either persistently or intermittently. This is to ensure that the fill is free of frozen soils, ice or snow.
8. Where the ground is wet due to subsurface water seepage, an appropriate subdrain scheme must be implemented prior to the fill placement.



9. Where the fill is to be placed on sloping ground steeper than 1 vertical: 3 horizontal, the face of the sloping ground must be flattened to 3 + so that it is suitable for safe operation of the compactor and the required compaction can be obtained.
10. The fill operation must be inspected on a full-time basis by a technician under the direction of a geotechnical engineer.
11. The footing and underground services subgrade must be inspected by the geotechnical consulting firm that inspected the engineered fill placement. This is to ensure that the foundations are placed within the engineered fill envelope, and the integrity of the fill has not been compromised by interim construction, environmental degradation and/or disturbance by the footing excavation.
12. Any excavation carried out in certified engineered fill must be reported to the geotechnical consultant who supervised the fill placement in order to document the locations of the excavation and/or to supervise reinstatement of the excavated areas to engineered fill status. If construction on the engineered fill does not commence within a period of 2 years from the date of certification, the condition of the engineered fill must be assessed for re-certification.
13. Despite stringent control in the placement of the engineered fill, variations in soil type and density may occur in the engineered fill. Therefore, the strip footings and the upper section of the foundation walls constructed on the engineered fill will require continuous reinforcement with steel bars, depending on the uniformity of the soils in the engineered fill and the thickness of the engineered fill underlying the foundations. Should the footings and/or walls require reinforcement, the required number and size of reinforcing bars must be assessed by considering the uniformity as well as the thickness of the engineered fill beneath the foundations. In sewer construction, the engineered fill is considered to have the same structural proficiency as a natural inorganic soil.

# LIST OF FIGURES & DRAWINGS

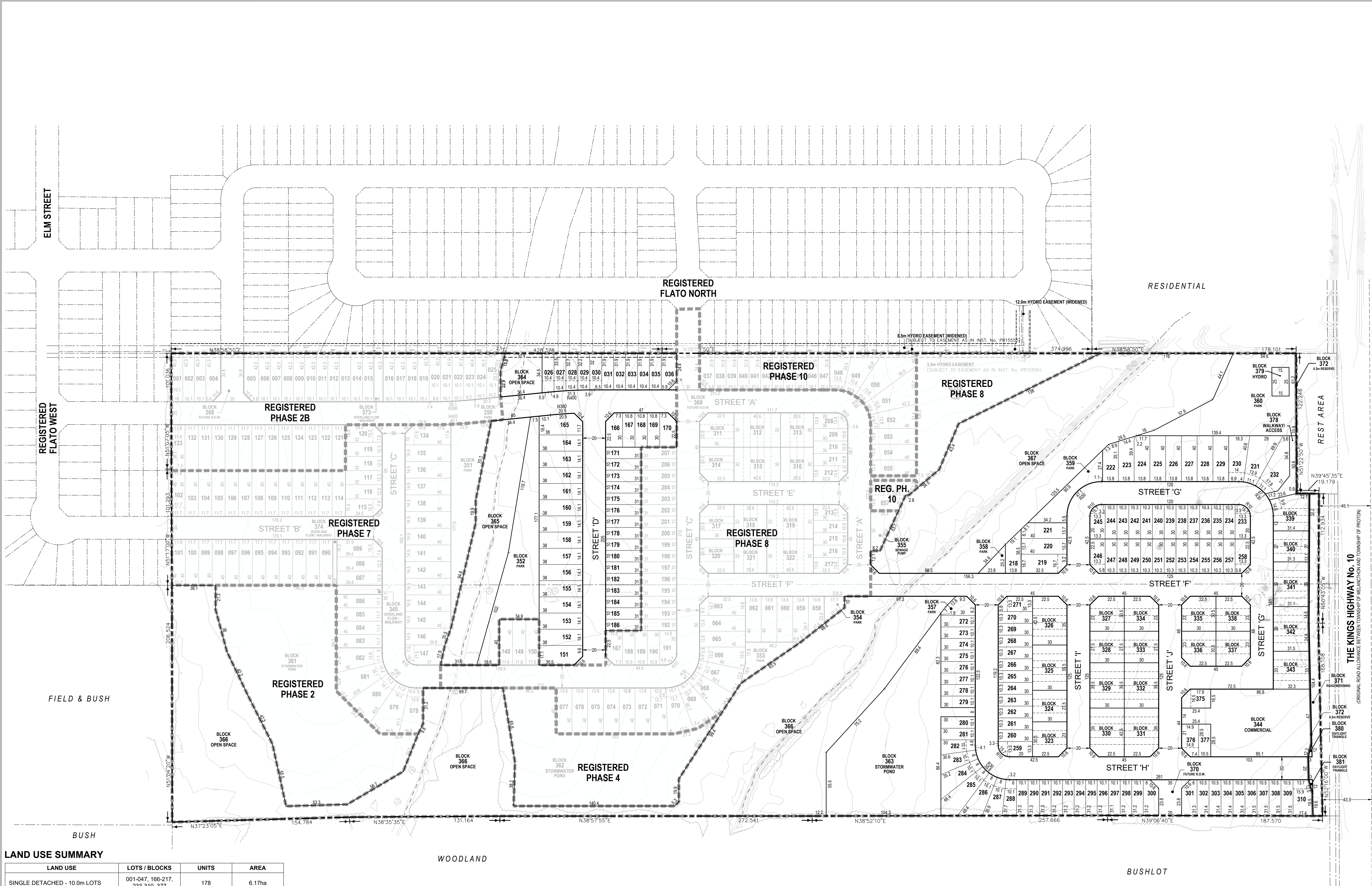
Figure 1:	Site Location Plan
Figure 2:	Draft Plan of Subdivision (Flato East)
Figure 3:	Edgewood Greens Composite Phasing Plan
Drawing 104A:	Site Alteration Plan
Drawing 104B:	Site Alteration Details



DUNDALK MEADOWS

Legend	<div><div></div></div> = SUBJECT LANDS	Project	FLATO EDGEWOOD GREENS TOWNSHIP OF SOUTHGATE					
		Drawing	SITE LOCATION PLAN 114					
		<div><div><div><div></div></div><div>CROZIER</div><div>CONSULTING ENGINEERS</div></div><div>ADMIRAL BUILDING 1 FIRST STREET, SUITE 200 COLLINGWOOD, ON, L9Y 1A1 705 446-3510 T 705 446-3520 F WWW.CFCROZIER.CA INFO@CFCROZIER.CA</div></div>						
Drawn By		C.W.	Design By		C.W.	Project	1060-5734	
Scale		N.T.S.	Date	03/10/2016	Check By	B.H.	Drawing	FIG. 1





LAND USE SUMMARY			
LAND USE	LOTS / BLOCKS	UNITS	AREA
SINGLE DETACHED - 10.0m LOTS	001-047, 166-217, 233-310, 377	178	6.17ha
SINGLE DETACHED - 11.6m LOTS	056, 083-133, 148-150, 376	56	2.60ha
SINGLE DETACHED - 13.7m LOTS	048-055, 057-082, 134-147, 151-165, 218-232	78	4.65ha
SINGLE DETACHED - WIDE SHALLOW	375	1	0.04ha
TOWNHOUSE - 4 UNITS	311, 313-314, 316-318, 320-321, 323-324, 327-328, 333-340	80	1.74ha
TOWNHOUSE - 5 UNITS	343	5	0.10ha
TOWNHOUSE - 6 UNITS	312, 315, 319, 322, 325-326, 329-332, 341-342	72	1.46ha
COMMERCIAL	344		0.55ha
PARK	350-354, 356-360		2.39ha
SEWAGE PUMP	355		0.09ha
STORMWATER POND	361-363		4.10ha
OPEN SPACE	364-367		6.39ha
FUTURE RIGHT OF WAY	368-370		0.22ha
ROAD WIDENING	371		0.23ha
0.3m RESERVE	372		0.01ha
OVERLAND FLOW / WALKWAY	345, 373-374		0.07ha
ACCESS / WALKWAY	378		0.05ha
HYDRO	379		0.03ha
DAYLIGHT TRIANGLE	380-381		<0.01ha
RIGHT OF WAY			7.27ha
TOTALS		470	40.22ha

LEGEND			
--- BOUNDARY LINE	0.0m OVERHEAD HYDRO	--- FENCE	--- WATERCOURSE
--- RIGHT OF WAY LINE	--- FENCE	--- WATERCOURSE	--- WOODED AREA
--- BLOCK LINE	--- FENCE	--- WATERCOURSE	--- TREES
--- LOT LINE	--- FENCE	--- WATERCOURSE	--- PHASE LINE
--- UNIT LINE	--- FENCE	--- WATERCOURSE	
--- LEGAL FABRIC	--- FENCE	--- WATERCOURSE	

LEGAL DESCRIPTION

PART OF LOTS 233 AND 234  
CONCESSION 1, SOUTHWEST OF THE TORONTO AND SYDENHAM ROAD  
GEOGRAPHIC TOWNSHIP OF PRONTON  
TOWNSHIP OF SOUTHGATE  
COUNTY OF GREY

OWNER'S CERTIFICATE

I HEREBY AUTHORIZE MACNAUGHTON HERMSEN BRITTON CLARKSON PLANNING LIMITED  
TO SUBMIT THIS PLAN FOR APPROVAL.

DATE:

SHAKIR REHMATULLAH - PRESIDENT  
FLATO DUNDALK MEADOWS INC.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LAND TO BE SUBDIVIDED ON THIS PLAN  
AND THEIR RELATIONSHIP TO THE ADJACENT LANDS ARE ACCURATELY AND CORRECTLY  
SHOWN.

DATE:

KEY PLAN

No. 7

May 9, 2023

- Add single detached lots to Block 344
- Turned Easement along Lot 232 into Walkway / Access Block
- Add hydro block
- Add 0.3m Reserve against Rest Area
- Create blocks for Highway 10 Daylighting Triangles

M.M.

No. 6

Jul. 13, 2021

- Shift lots 090-098 to accommodate overland flow / walkway Block 374
- Convert Block 355 from park to sewage pumping station and expand
- Add 6m water service easement between Lot 232 and Block 339 by shifting Blocks 339-343 the commercial Block 344

M.M.

No. 5

Jan. 28, 2020

- Removed townhouses along Streets J & G
- Added Commercial block
- Reassigned Street G
- Added registered phases
- Added surrounding registered subdivisions

M.M.

No. 4

Nov. 1, 2019

- Moved walkway from between lots 051 & 052 to between lots 055 & 056
- Widened walkway from 3m to 4m
- Narrowed lot 056 from 13.8m to 12.7m

M.M.

No. 3

Mar. 13, 2019

- Widened Block 362 street frontage
- Revised lots backing on to Block 362
- Shifted Street D west by 2m and adjust lots to fit

M.M.

No. 2

Feb. 9, 2017

- Widened Hydro Easement
- Added daylighting triangles to Future R.O.W.
- Added Overland Flow/Walkway Block 372
- Added Park Block 350
- Remove one Lot
- Rearrange Lots to fit
- Revised labels and dimensions

M.M.

No. 1

Jul. 5, 2016

- Revised as per MTO comments March 17, 2016
- Added road widening, 0.3m reserve, and daylighting triangles
- Relocated Highway 10 entrance and future right of ways
- Reorganized subdivision layout along Highway 10
- Added walkways to Open Space

M.M.

No. 0

Dec. 11, 2015

Draft Plan Application Submission

M.M.

REV. No.

DATE

ISSUED / REVISION

BY

ADDITIONAL INFORMATION REQUIRED UNDER SECTION 51(17)  
OF THE PLANNING ACT R.S.O. 1990 C.P.13 AS AMENDED

A. AS SHOWN

B. AS SHOWN

C. AS SHOWN

D. RESIDENTIAL / COMMERCIAL

E. AS SHOWN

F. AS SHOWN

G. AS SHOWN

H. MUNICIPAL WATER SUPPLY

I. SILT LOAM

J. AS SHOWN

K. MUNICIPAL WATER AND SANITARY SERVICES. ALL MUNICIPAL SERVICES ARE REQUIRED.

L. AS SHOWN

113 COLLIER STREET  
BARRIE, ON. L4M 1H2  
P: 705 728 0045 F: 705 728 2010  
WWW.MHBCPLAN.COM

PLANNING  
URBAN DESIGN  
& LANDSCAPE  
ARCHITECTURE  
MHBC PLANNING

STAMP

DEC. 11, 2015

FILE No.

15184B

SCALE

1:1,800  
(ARCH D)

DRAWN BY

M.M.

CHECKED BY

K.M.

PROJECT

**FLATO EAST**  
FLATO GROUP INC.  
3621 HIGHWAY 7 EAST, SUITE 503  
MARKHAM, ON L3R 0G6  
P:(905) 479-9292 F:(905) 429-9165  
WWW.FLATOGROUP.COM

FILE NAME

DRAFT PLAN OF SUBDIVISION

SCALE BAR

0 10 20 30 40 50 75 100 150 200m

DWG No.

1 of 1

MEASUREMENTS SHOWN ON THIS PLAN ARE IN METRES AND CAN BE  
CONVERTED TO FEET BY DIVIDING BY 0.3048

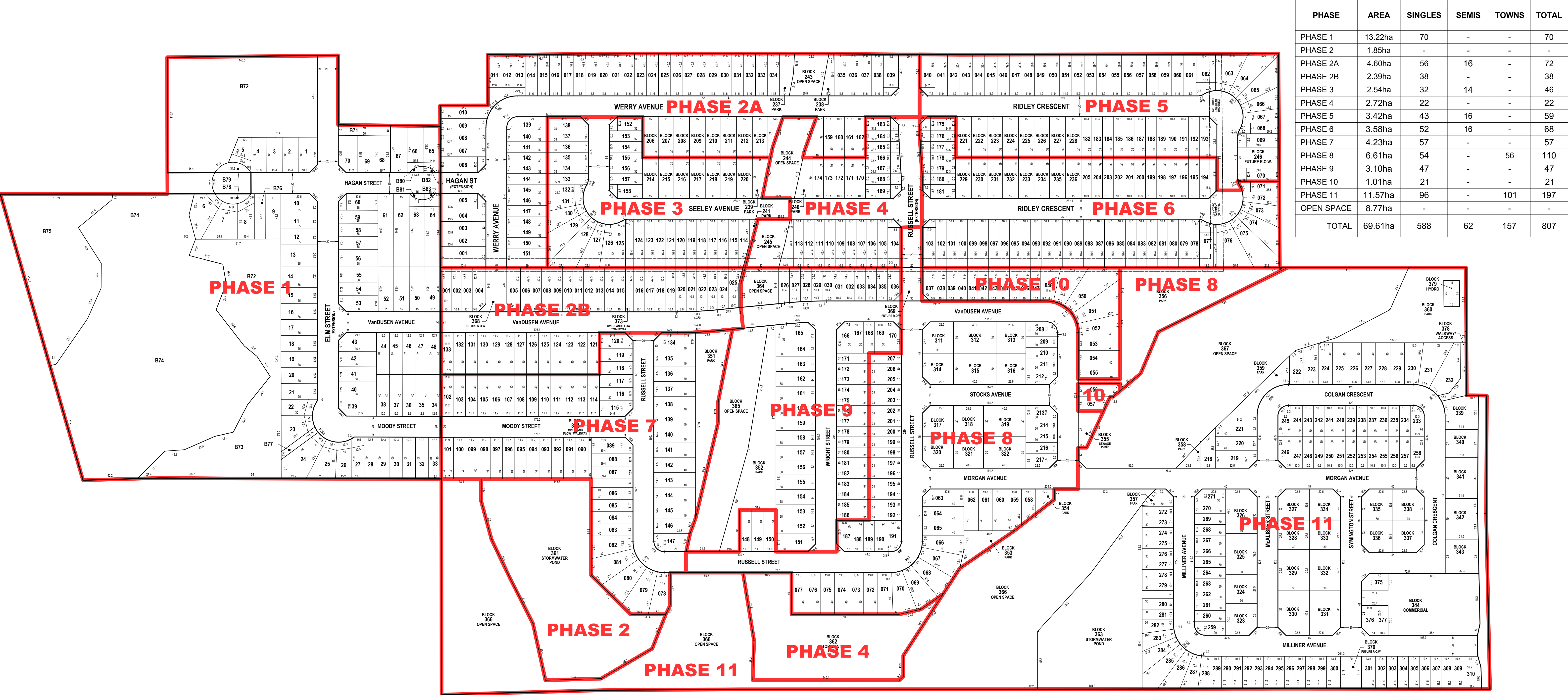
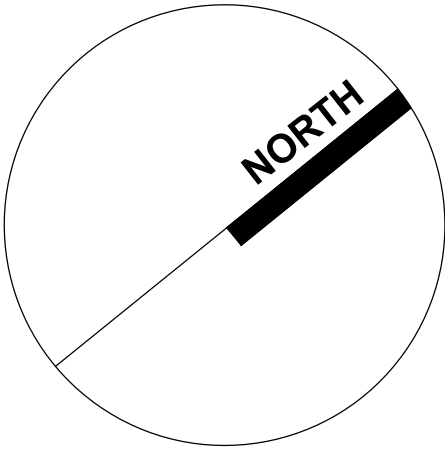
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115

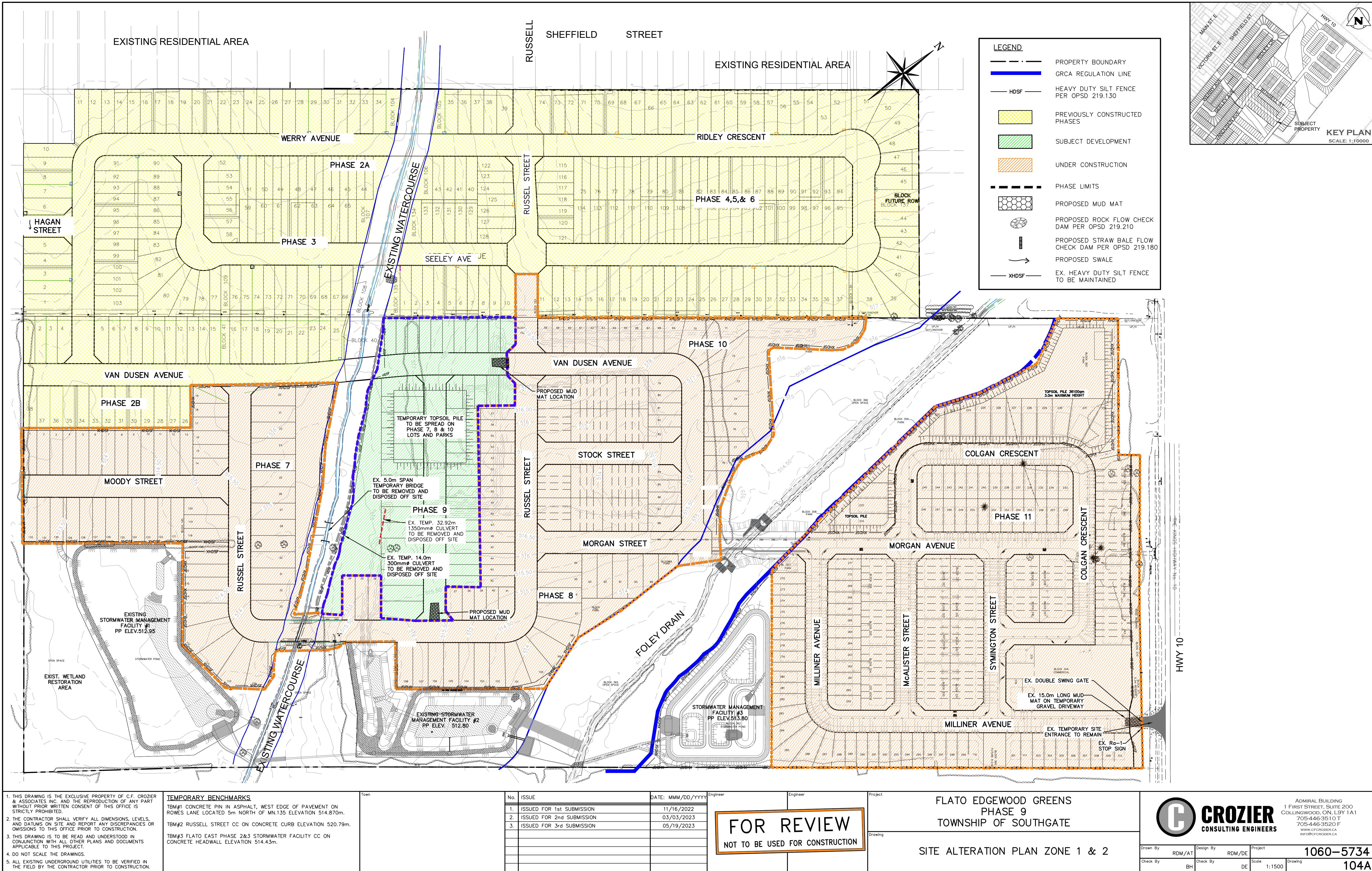


# EDGEWOOD GREENS

## COMPOSITE PHASING PLAN









GENERAL NOTES:

1. CONSTRUCTION EQUIPMENT TO USE EXISTING ACCESS POINT, LOCATED AT HWY 10, AS INDICATED ON THIS DRAWING. MUD MAT TO BE MAINTAINED AT ACCESS POINT.
2. ALL WORKS SHALL BE COMPLETED IN ACCORDANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT. THE GENERAL CONTRACTOR SHALL BE DEEMED TO BE THE "CONSTRUCTOR" AS DEFINED IN THE ACT.
3. ALL SEDIMENT AND EROSION CONTROL FACILITIES AND WORKS ARE TO BE CONSTRUCTED AND IN PLACE TO THE APPROVAL OF THE SITE ENGINEER PRIOR TO ANY GRADING OPERATIONS COMMENCING. TYPICAL WORKS INCLUDE SILT FENCES, INTERCEPTOR SWALES, STRAW BALE CHECK DAMS AND SEDIMENT TRAPS.
4. ALL TEMPORARY TOPSOIL STOCKPILES ARE TO BE PROVIDED WITH THE NECESSARY SEDIMENT AND EROSION CONTROL FEATURES.
5. ALL INTERCEPTOR SWALES ARE TO BE SEEDED TO STABILIZE THEIR BANKS IMMEDIATELY FOLLOWING CONSTRUCTION.
6. REFER TO APPLICATION FORM FOR GRUBBING OF TREES WITHIN LIMITS OF FILL AREA.
7. NO GRADING OF LANDS WILL OCCUR WITHIN SPECIFIED BUFFERS ALONG PROPERTY LINES AND INTERNAL TO SITE.
8. THE LOCATION OF ALL UNDERGROUND AND ABOVEGROUND UTILITIES AND STRUCTURES ARE NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS, AND WHERE SHOWN, THE ACCURACY OF THE LOCATION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED. BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.
9. TEMPORARY DRAINAGE CHANNEL AND CULVERTS TO BE DECOMMISSIONED.

MAINTENANCE & OPERATIONS OF SEDIMENT CONTROLS

SILT FENCE

1. SILT FENCE MUST BE INSPECTED WEEKLY FOR RIPS OR TEARS, BROKEN STAKES, BLOW-OUTS AND ACCUMULATION OF SEDIMENT.
2. SILT FENCE MUST BE INSPECTED FOLLOWING ALL 15mm OR GREATER RAIN STORM EVENT OR AS DIRECTED BY SITE ENGINEER.
3. SEDIMENT MUST BE REMOVED FROM SILT FENCE WHEN ACCUMULATION REACHES 50% OF THE HEIGHT OF THE FENCE.
4. ALL SILT FENCES MUST BE REMOVED ONLY WHEN THE ENTIRE SITE IS STABILIZED AND AS DIRECTED BY THE SITE ENGINEER.

STRAW BALE / ROCK CHECK DAM

1. REMOVE ACCUMULATED SEDIMENT UP STREAM OF THE CHECK DAM IF GREATER THAN ONE HALF OF DAM HEIGHT.
2. SILT REMOVAL MUST BE UNDERTAKEN WITH CARE TO MINIMIZE DOWN STREAM SEDIMENTATION IN SWALE OR DITCH.
3. STRAW BALE CHECK DAM AND ALL ACCUMULATED SEDIMENT MUST BE REMOVED WITH CARE ONCE THE CONSTRUCTION SITE IS STABILIZED AND AS DIRECTED BY THE SITE ENGINEER.

MUD MAT MAINTENANCE

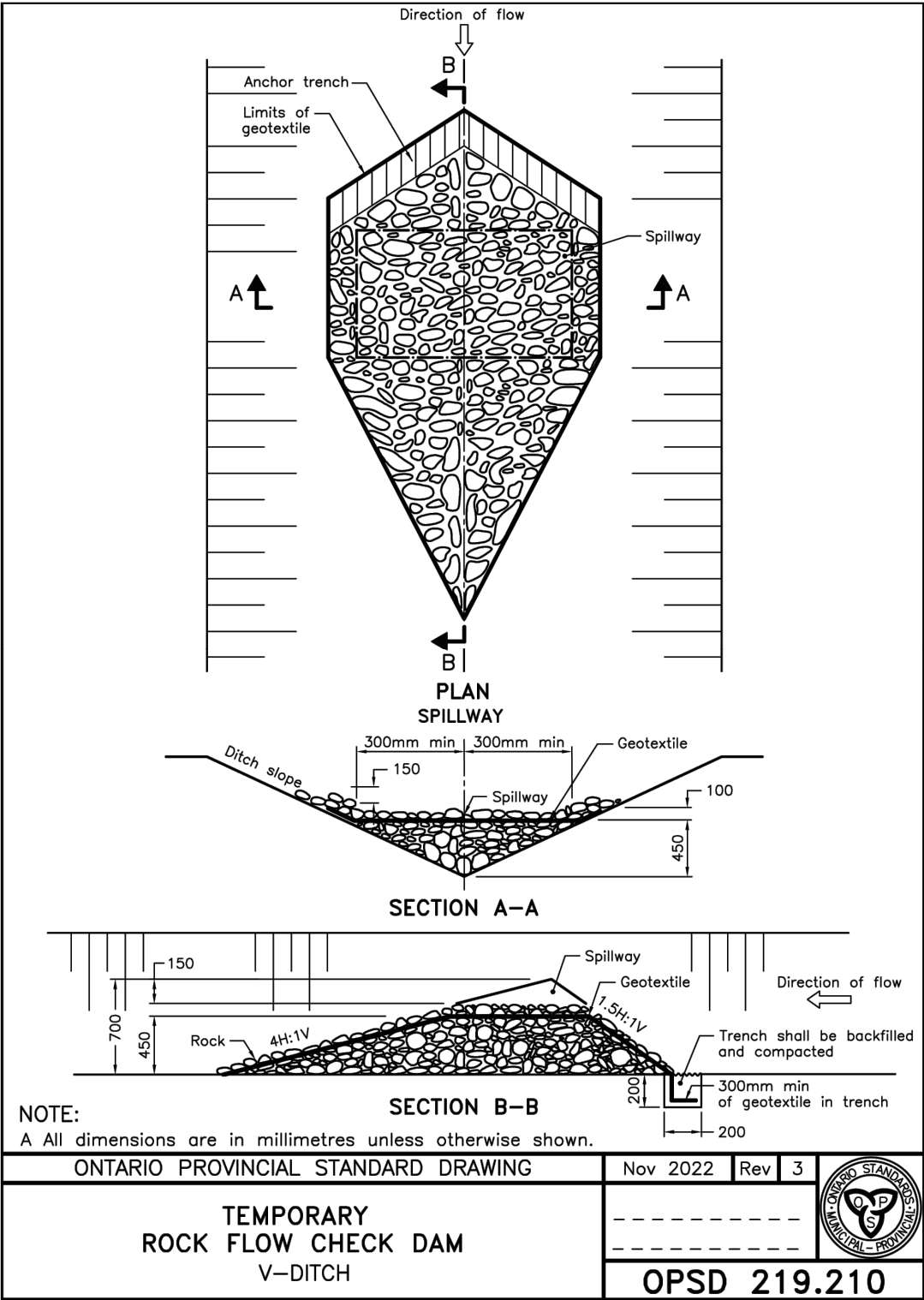
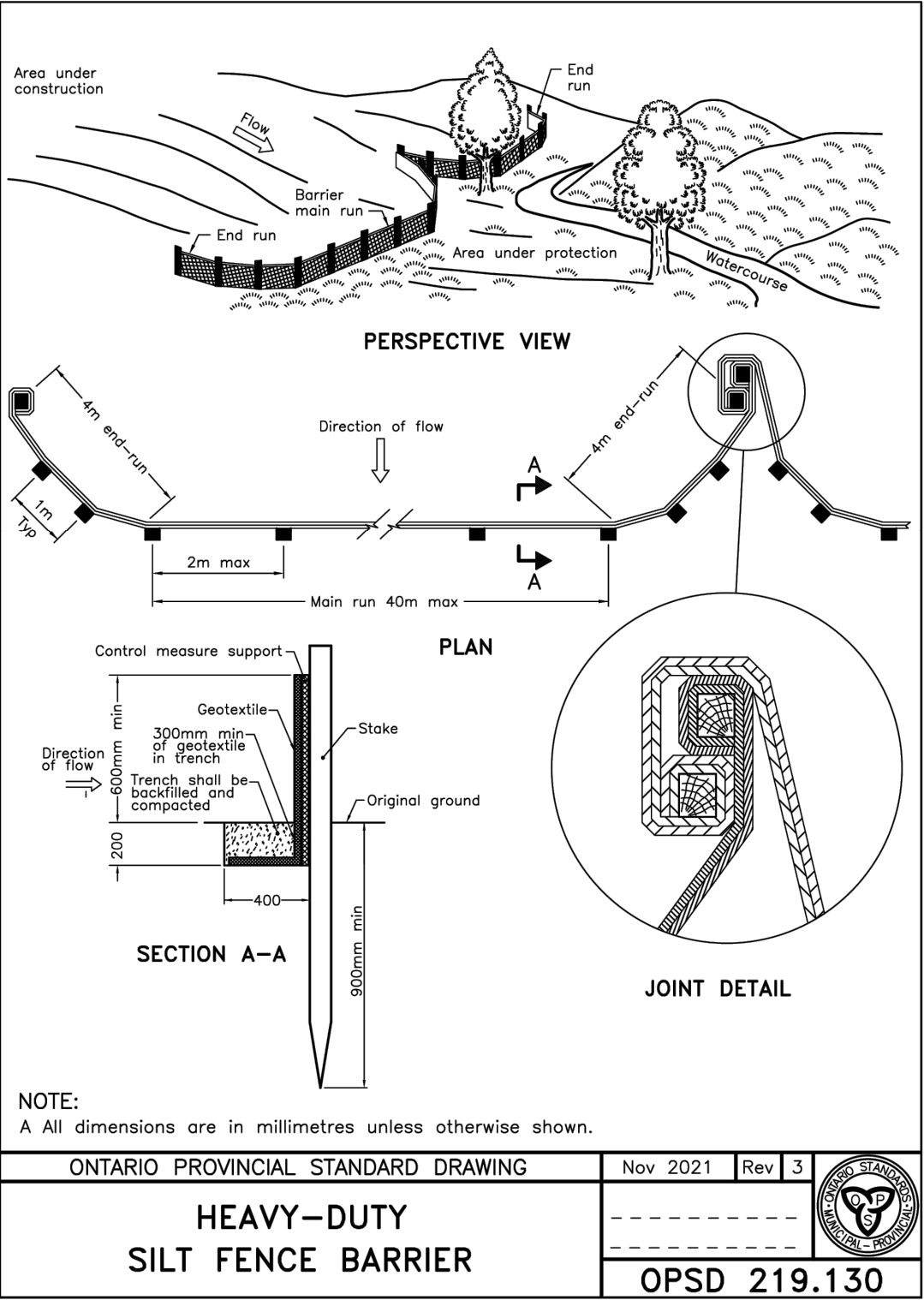
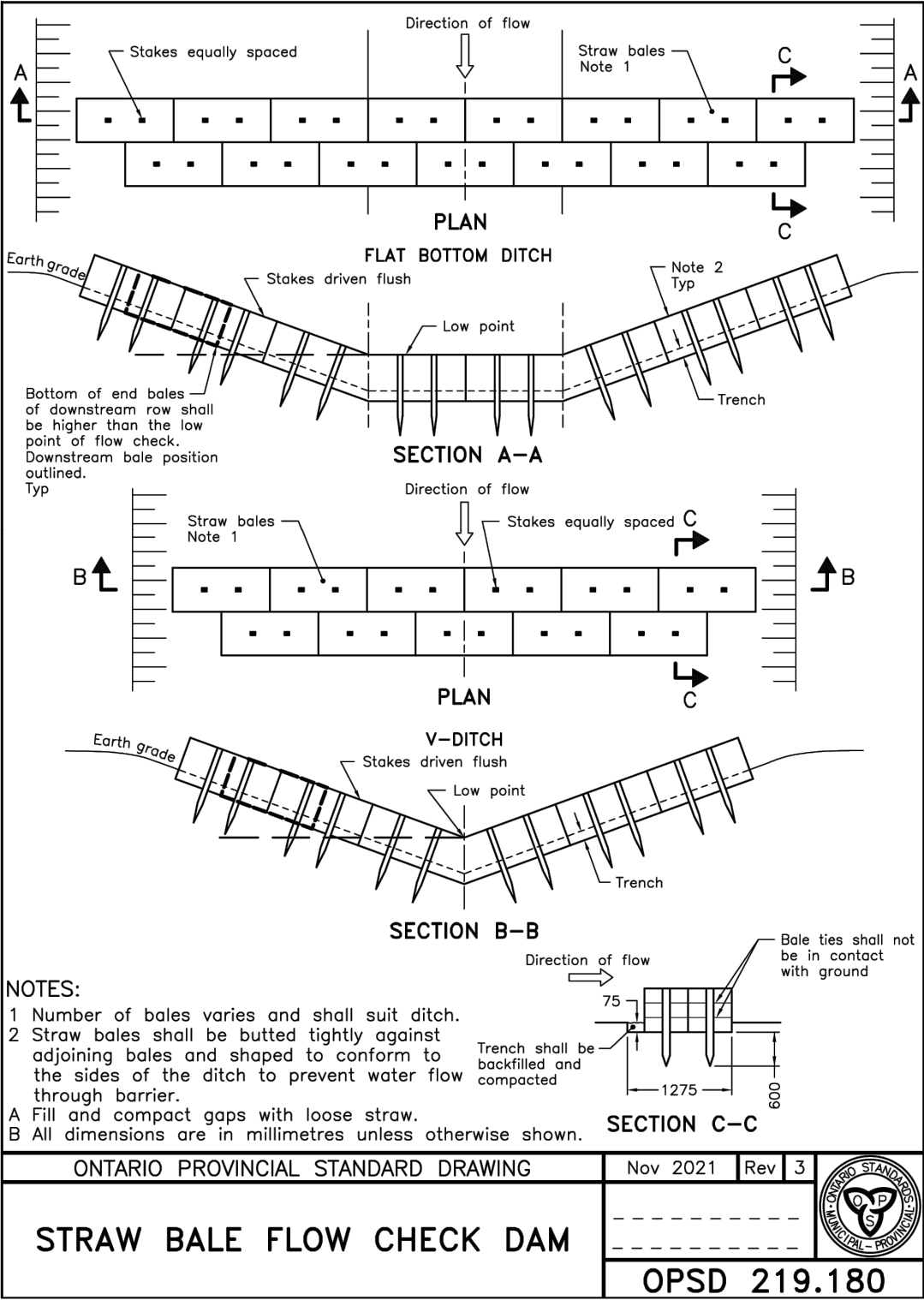
1. INSPECT MUD MAT WEEKLY TO ASSESS CONDITION AND ENSURE OPERATION EFFICIENCY.
2. SUPPLY AND PLACE ADDITIONAL CLEAR STONE AS DIRECTED BY SITE ENGINEER.
3. MAT TO REMAIN IN PLACE UNTIL SITE IS STABILIZED OR AS DIRECTED BY SITE ENGINEER.

DECOMMISSIONING / RESTORATION

1. FOLLOWING COMPLETION OF CONSTRUCTION AND AS DIRECTED BY SITE ENGINEER, ALL EROSION AND SEDIMENT CONTROL WORKS ARE TO BE REMOVED INCLUDING ANY ACCUMULATED SEDIMENT.
2. ALL WORKS LOCATED ON LANDS OUTSIDE THE PROPOSED DEVELOPMENT AREA ARE TO BE GRADED TO MATCH EXISTING SURROUNDING GROUND AND HYDROSEEDDED.
3. ALL SEDIMENT BUILD-UP TO BE REMOVED FROM SEDIMENT BASINS. CUT AREAS AND SEDIMENT BASINS TO BE TREATED WITH 25mm OF TOPSOIL AND HYDROSEEDDED AS DIRECTED BY SITE ENGINEER.
4. FOLLOWING COMPLETION OF ZONE 3 CUT AREA, TOP SOIL TO BE SPREAD OUT AT 400mm DEPTH WITHIN THE CUT AREA LIMITS AND HYDROSEEDDED.

NOTES:

1. RESIDENTIAL AREA TO BE PRE-GRADED BASED ON THE FOLLOWING PRE-GRADES:  
LOTS (SINGLE FAMILY) -0.8m  
LOTS (TOWNHOMES) -1.0m  
ROADS -0.6m  
PARKS -0.2m
2. A PRE-GRADE DETAIL FOR WALK-OUT/LOOK-OUT UNITS WILL BE PROVIDED TO THE CONTRACTOR PRIOR TO FILLING.
3. REFER TO SITE GRADING PLANS FOR PROPOSED FINAL GRADES.
4. POST ROAD SERVICING WORKS, CONTRACTOR TO PROVIDE POSITIVE DRAINAGE FOR LOT TUN-OFF VIA TEMPORARY SWALES AND/OR HICKENBOTTOM C/W CONNECTION TO STORM SEWER. WHERE APPLICABLE SILT FENCE TO BE LOCATED AT THE BOTTOM OF FILL SLOPES.



1. THIS DRAWING IS THE EXCLUSIVE PROPERTY OF C.F. CROZIER & ASSOCIATES INC. AND THE REPRODUCTION OF ANY PART WITHOUT PRIOR WRITTEN CONSENT OF THIS OFFICE IS STRICTLY PROHIBITED.

2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, LEVELS, AND DATUMS ON SITE AND REPORT ANY DISCREPANCIES OR OMISSIONS TO THIS OFFICE PRIOR TO CONSTRUCTION.

3. THIS DRAWING IS TO BE READ AND UNDERSTOOD IN CONJUNCTION WITH ALL OTHER PLANS AND DOCUMENTS APPLICABLE TO THIS PROJECT.

4. DO NOT SCALE THE DRAWINGS.

5. ALL EXISTING UNDERGROUND UTILITIES TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

**TEMPORARY BENCHMARKS**

TBM#1 CONCRETE PIN IN ASPHALT, WEST EDGE OF PAVEMENT ON ROWES LANE LOCATED 5m NORTH OF MN.135 ELEVATION 514.870m.

TBM#2 RUSSELL STREET CC ON CONCRETE CURB ELEVATION 520.79m.

TBM#3 FLATO EAST PHASE 2&3 STORMWATER FACILITY CC ON CONCRETE HEADWALL ELEVATION 514.43m.

Town

No.	ISSUE	DATE: MMM/DD/YYYY
1.	ISSUED FOR 1st SUBMISSION	11/16/2022
2.	ISSUED FOR 2nd SUBMISSION	03/03/2023
3.	ISSUED FOR 3rd SUBMISSION	05/19/2023

FOR REVIEW  
NOT TO BE USED FOR CONSTRUCTION

Project  
FLATO EDGEWOOD GREENS  
PHASE 9  
TOWNSHIP OF SOUTHGATE

Drawing  
SITE ALTERATION DETAILS



ADMIRAL BUILDING  
1 FIRST STREET, SUITE 200  
COLLINGWOOD, ON, L9Y 1A1  
705-446-3510 T  
705-446-3520 F  
WWW.CF-CROZIER.CA  
INFO@CF-CROZIER.CA

Drawn By	RDM/AT	Design By	RDM/DE	Project	1060-5734
Check By	BH	Check By	DE	Scale	NTS
				Drawing	104B



## FLATO EDGEWOOD GREENS - PHASE 9

### SITE ALTERATION SECURITIES

1 First Street, Suite 200 Collingwood, ON L9Y 1A1

T (705) 446-3510 F (705) 446-3520

CFCA File No.: 1060-5771

Date: 2023.06.09

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>1.0</b>	<b>Supply &amp; Install Sediment &amp; Erosion Controls</b>				
a)	Heavy Duty Silt Fence (OPSD 219.130)	436	m	\$13.00	\$5,668.00
b)	Mud Mat	2	ea.	\$5,965.00	\$11,930.00
c)	Straw Bale Check Dam	6	ea.	\$325.00	\$1,950.00
<b>2.0</b>	<b>Supply and place 150mm Topsoil c/w Seed</b>	26200	m <sup>2</sup>	\$2.00	\$52,400.00
				<b>Subtotal</b>	\$71,948.00
<b>3.0</b>	<b>5% Engineering Contingency</b>				\$3,597.40
<b>4.0</b>	<b>5% Maintenance Contingency</b>				\$3,597.40
				<b>HST</b>	<b>\$9,353.24</b>
				<b>Total (Including HST)</b>	<b>\$88,496.04</b>

Refer to Drawing C104A & C104B - Site Alteration Plan Zone 1&2 (March 3, 2022)

**THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE**

**BY-LAW NUMBER 2023-064**

**being a by-law to authorize the signing of a site alteration agreement between Flato Dundalk Meadows Inc. and the Township of Southgate**

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

**Whereas**, the parties hereto are desirous of entering into a site alteration agreement;

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

1. **That** the agreement between Flato Dundalk Meadows Inc. and the Township of Southgate attached hereto as Schedule "A" to this by-law, is hereby ratified and confirmed;
2. **That** the Mayor and Clerk are authorized and directed 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 AND SECOND TIME THIS 5 DAY OF July 2023.**

\_\_\_\_\_  
Brian Milne, Mayor

\_\_\_\_\_  
Lindsey Green, Clerk

**READ A THIRD TIME AND FINALLY PASSED THIS 5 DAY OF July 2023.**

\_\_\_\_\_  
Brian Milne, Mayor

\_\_\_\_\_  
Lindsey Green, Clerk

## **Schedule "A" to By-law 2023-064**

**This Site Alteration Agreement** made this 5<sup>th</sup> day of July 2023, to manage the temporary placement of soil on the owner's lands.

Between:

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

Party of the First Part

- and -

**Flato Dundalk Meadows Inc.**  
(hereinafter collectively called the "Owner")

Party of the Second Part

### **Whereas:**

- a) The Owner is the owner of the lands described as Phase 9 of the Edgewood Greens Development in Schedule "A" attached hereto (collectively the "Lands"), which are the subject matter of a draft plan for residential subdivision pursuant to section 51 of the Planning Act, R.S.O. 1990, c. P.13, as amended (the "Planning Act");
- b) The Owner and the Township, as of the date of this Agreement, have not entered into a Subdivision Agreement regarding the Lands, and the Owner wishes to proceed with the temporary placement of soil, on the Lands;
- c) The Township is prepared to issue a site alteration permit pursuant to Township of Southgate By-Law 2017-049, subject to the terms and conditions contained herein.

**Now Therefore** this Agreement witnesseth that in consideration of the premises, other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto (the receipt whereof is hereby acknowledged), the parties agree as follows:

### **Article 1 – Identification of Lands and Registrations**

#### **1.1 Legal description**



The Lands which are the subject matter of this Agreement are described in Schedule "A" attached hereto.

## **1.2 Registrations**

This Agreement shall be registered against the title to the Lands upon or after execution by the parties to it, but before the commencement of any of the Permitted Site Works, as defined in section 2.1 herein. The Township's solicitor may register this Agreement and the Owner consents to the registration of same. The Township agrees, at Owner's written request and cost, to delete this Agreement from title of the Lands the earlier of i) the Owner and the Township entering into a Subdivision Agreement; or ii) the Owner's compliance with the Permitted Site Works, as defined in section 2.1 herein; or iii) mutual written agreement of the owner and the Township.

## **Article 2 – Permitted Alterations**

### **2.1 Permitted Site Works**

- a) The Owner must submit plans showing the proposed works including; the source of the soil or other fill matter that is to be brought onto the Lands, the soil storage area dimensions and grading; sediment and erosion controls; restoration details; haul routes and any other modifications/works proposed for the Lands. The plans and drawings described in Schedule "B" with respect to Phase 9 of the Edgewood Greens Development (the "Approved Plans") shall be deemed to have been approved for earthworks purposes only by the Township upon execution and registration of this Agreement and the issuance of a Site Alteration Permit. The Owner shall be issued a Site Alteration Permit to undertake, at its own risk, only the site works shown on the Approved Plans (the "Permitted Site Works").
- b) All Permitted Site Works shall be conducted in conformity with the Approved Plans, the Site Alteration Permit and this Agreement. Furthermore, and notwithstanding anything in this Agreement to the contrary, the Township may require amendments or revisions to any of the Approved Plans if, prior to, or during the course of, the Permitted Site Works, if, acting reasonably, determines such amendments are necessary. The Owner hereby acknowledges that any site works not shown on the Approved Plans must be undertaken pursuant to a Subdivision Agreement, or an additional Site Alteration Agreement may be required, as determined by the Township in its sole and absolute discretion acting reasonably.
- c) The Owner hereby acknowledges and abides by the conditions set out in Schedule "C" (Conditions of Approval).
- d) The Owner acknowledges and agrees that the Township, its employees and authorized agents may enter onto the Lands for the purpose of inspection to

ensure that the provisions of the Permit and this Agreement are being, or have been, complied with.

- e) The Owner shall not take any action or cause any work to be done that will adversely affect drainage from or onto properties adjoining the Lands, and the Owner shall, with the prior approval of the Township, at the Owner's expense, construct such drainage works as may be required. Notwithstanding the aforesaid, the Owner shall indemnify and save harmless the Township with respect to all claims including costs relating to drainage from or onto lands adjoining the Lands as a result of the Site Works and all related activities which are the subject matter of this Agreement and the Permit

## **2.2 Security Requirement**

Prior to the issuance of a Site Alteration Permit letter by the Township, the Owner shall deposit with the Township cash, or an irrevocable standby letter of credit from a Canadian chartered bank acceptable to the Township in a form approved by the Township, equal to the sum of \$88,496.04 which represents the estimated cost of the soil removal and/or remediation measures that may be required, to be referred to as the "Security". In the event that a letter of credit is provided, the Township shall be named as a beneficiary secured party therein and shall contain the following provisions:

- (a) The letter of credit shall be security for any obligations of the Owner pursuant to the provisions of this Agreement and the Permit, without any limitations whatsoever;
- (b) Draws on the letter of credit shall be permitted upon presentation of a letter from the Township to the bank claiming default by the Owner under the terms of this Agreement or the Permit, and such default shall not be limited to the actions of the Owner;
- (c) Partial draws on the letter of credit shall be permitted;
- (d) If the letter of credit is not renewed at least thirty (30) days prior to the date of expiry by an irrevocable letter of renewal or replacement letter of credit in such form and on such terms acceptable to the Township, the Township may draw on up to 100% of the letter of credit on or before the date of expiry; and,
- (e) The letter of credit for this Agreement may be transferred to subdivision matters, at the Owner's request and on written consent of the Township, and the Township is satisfied that the terms of this agreement have been wholly satisfied and has confirmed same in writing.

## **2.3 Insurance**



The Owner maintains a certificate of general liability insurance for the Lands, in which the Owner shall name the Township as additional insured upon execution of this agreement by both parties. The amount of such policy to be at least five million dollars (\$5,000,000.00) per occurrence that protects the Township, from all claims, demands actions, suits or causes of action of any kind that may be taken or made against the Township, its officials, employees, representatives and/or agents, for any loss of or damage to property, and personal injury, including bodily injury or death, that may arise with respect to the carrying out of the Permitted Site Works, the terms of this Agreement, and/or the terms of the Permit. The policy shall name the Township as an additional insured and include non-owned automobile liability, employees as additional insured, as well as a cross-liability and severability of interests clause and shall be endorsed to provide the Township with not less than thirty (30) days' notice in writing in advance of any cancellation or expiration. Concurrent with the delivery of executed copies of this Agreement by the Owner to the Township and prior to the commencement of the Permitted Site Works, the Owner shall provide the Township with a certificate of insurance evidencing the required coverage. The Owner agrees that the public liability insurance policy shall be kept in force by the Owner until the Lands have been fully built out and the Subdivision has been assumed by the Township in accordance with the subdivision agreement to be entered into between the Township and the Owner, at which point the insurance provisions of the Subdivision Agreement shall apply.

## **2.4 Completion of Permitted Site Works**

Should the Owner fail to complete the removal of the soil stockpiles within three (3) years of executing this Agreement, or fails to comply with the Approved Plans, and the Owner has not entered into a Subdivision Agreement with the Township pertaining to Phase 9 of the Edgewood Greens Development within that time, the Township shall be entitled to draw upon the Security to complete the Permitted Site Works or to bring the Lands into compliance with the Approved Plans or to stabilize the Lands to the satisfaction of the Township, at the sole option and discretion of the Township.

## **2.5 Reduction or Transfer of Security**

The Owner may request a reduction/release in security upon completion of the Permitted Site Works, and security may be reduced pending review and/or inspection by the Township Engineer, as recommended by the Township Engineer, acting reasonably. Should there be security remaining on deposit with the Township pursuant to this Agreement at such time as the Owner has entered into a Subdivision Agreement pertaining to Phase 9 of the Edgewood Greens Development, the balance of security pertaining to this Agreement may be transferred to the security required pursuant to the Subdivision Agreement at the Township's sole discretion and only with the Township's consent, at which point the security provisions of the Subdivision Agreement shall apply.

## **2.6 Default**

The Owner shall be held in default in the event the provisions of this Agreement or the Site Alteration Permit are not complied with, and the Township has provided the Owner 30 days' notice to remedy same and the Owner has failed to do so. In the event of such default by the Owner, in addition to any other remedies available to the Township and without any limitation thereof, the Township may:

- (a) draw on the security in whole or in part;
- (b) undertake or complete any obligation of the Owner hereunder;
- (c) enter upon the Lands through its servants or agents for any purpose whatsoever;
- (d) issue a stop work order with respect to any further work upon the Lands;
- (e) recover from the Owner all costs and expenses incurred by the Township whether directly or indirectly, with respect to the default or the remedy thereof and collect such costs and expenses as municipal taxes.

## **Article 3 – Miscellaneous**

### **3.1 Payment of Township's Costs**

- (a) The Owner agrees to pay all the Township's costs and expenses, including, but not limited to, engineering review of plans, random soil testing by the Township if required, acting reasonably, soil testing as recommended by the Owner's environmental consultant, and legal fees incurred by the Township in negotiating

and preparing this Agreement and with the enforcement thereof. Invoices for such costs and expenses shall be paid by the Owner within thirty (30) days of the date of delivery of the invoice; delivery shall be deemed to have been made on the third (3rd) day after mailing.

- (b) Unless expressly stated otherwise, all and any matters, things or activities required to be done, provided or carried out by the Owner pursuant to this Agreement, the Site Alteration Permit or the Approved Plans shall be at the Owner's sole cost and not at the Township's cost.

### **3.2 Notices**

Any notice, invoice or other writing required or permitted to be given pursuant to this agreement (including notice of a change of address) shall be deemed to have been given if delivered personally to the party or to an officer of the applicable corporation or if delivered by prepaid first class mail, on the third (3rd) day after mailing. The address for service of each of the parties is as follows:

Owner: c/o Flato Dundalk Meadows Inc.  
3621 Highway #7 East, Suite 503  
Markham, ON L3R 0G6

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

To any other person at the address shown for such person in the last revised assessment roll or the latest address for such person as shown in the Township's records.

### **3.3 Owner's acceptance of agreement**

The Owner shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the Township to enter into this Agreement and to enforce each and every term of this Agreement and this Agreement may be pleaded as estoppel against the Owner in any such proceedings.

### **3.4 Enurement**

The Permit is not transferable to any subsequent owner of the Lands. Any subsequent Owner of the Lands must apply and obtain a new fill permit and execute a new agreement to the satisfaction of the Township.

***[the remainder of this page is intentionally left blank]***

**In Witness Whereof** the parties hereto have executed this agreement under the hand of their duly authorized signing officers.

**The Corporation of the Township of Southgate**

\_\_\_\_\_  
Per: Mayor Brian Milne

\_\_\_\_\_  
Per: Clerk, Lindsey Green  
We have the authority to bind the Corporation

**Flato Dundalk Meadows Inc.**

\_\_\_\_\_  
Per: Shakir Rehmatullah, President  
I have the authority to bind the Corporation



## **Schedule "A"**

### **Legal Description of the Owner's Lands**

Phase 9 of the Edgewood Greens Development

PT LTS 233 & 234 CON 1 SWTSR PROTON; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 1 TO 4 ONPLAN 16R11252 AS IN GY179461; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 25 & 26 ON 16R11740 AS IN GY231568; TOWNSHIP OF SOUTHGATE

## **Schedule "B"**

### **Description of Approved Plans**

- Soil Testing, Site/Soil Management, and Reporting Protocol Document attached to this document as Schedule B-1 titled "Fill Control Report", dated May 2023.
- Site Plan Drawings detailing the Site Work & Sediment Erosion Control Plan and Site Restoration Plan are attached as Schedule B-2 titled "Site Alteration Plans" and include drawings "Flato Edgewood Greens Phase 9 Site Alteration Plan Zone 1 & 2" Revision No. 1, dated May 2023.

The following information is in the site plan drawing document Schedule B-1 that deals with site operations, erosion control and restoration on the lands.

#### **General Notes:**

1. Construction equipment use existing access point, located at Hwy 10, as indicated on this drawing. Mud mat to be maintained at access point.
2. All works shall be completed in accordance with the Occupational Health and Safety Act. The General Contractor shall be deemed to be the "Constructor" as defined in the act.
3. All sediment and erosion control facilities and works are to be constructed and in place to the approval of the site engineer prior to any grading operations commencing. Typical works include silt fences, interceptor swales, straw bale check dams and sediment traps.
4. All temporary topsoil stockpiles are to be provided with the necessary sediment and erosion control features.
5. All interceptor swales are to be seeded to stabilize their banks immediately following construction.
6. Refer to application form for grubbing of trees within the limits of fill area.
7. No grading of lands will occur within specified buffers along property lines and internal to site.
8. The location of all underground and aboveground utilities and structures are not necessarily shown on the contract drawings, and where shown, the accuracy of the location of such utilities and structures is not guaranteed. Before starting work the contractor shall inform himself of the exact location of all such utilities and structures and shall assume all liability for damage to them.

9. Temporary drainage channel culverts to be decommissioned.
10. Existing temporary topsoil stockpile (Zone 2) to be relocated.

## **Maintenance & Operations of Sediment Controls**

### **Silt Fence**

1. Silt fence must be inspected weekly for rips or tears, broken stakes, blow-outs and accumulation of sediment.
2. Silt fence must be inspected following all 15 mm or greater rainstorm events or as directed by the site engineer.
3. Sediment must be removed from silt fence when accumulation reaches 50% of the height of the fence.
4. All silt fences must be removed only when the entire site is stabilized and as directed by the site engineer.

### **Straw Bale / Rock Check Dam**

1. Remove accumulated sediment up stream of the check dam if greater than one half of the dam height.
2. Silt removal must be undertaken with care to minimize downstream sedimentation in swale or ditch.
3. Straw bale check dam and all accumulated sediment must be removed with care once the construction site is stabilized and as directed by the site engineer.

### **Mud Mat Maintenance**

1. Inspect mud mat weekly to assess condition and ensure operation efficiency.
2. Supply and place additional clear stone as directed by site engineer.
3. Mat to remain in place until site is stabilized or as directed by the site engineer.

### Decommissioning / Restoration

1. Following completion of construction and as directed by the site engineer, all erosion and sediment control works are to be removed including any accumulated sediment.
2. All works located on the lands outside the proposed development area are to be graded to match existing surrounding ground and hydroseeded.
3. All sediment build-up to be removed from sediment basins. Cut areas and sediment basins to be treated with 25 mm of topsoil and hydroseeded as directed by the site engineer
4. Following completion of Zone 3 cut area, topsoil to be spread out at 400 mm depth within the cut area limits and hydroseeded.

## **SCHEDULE "C"**

### **Conditions of Approval**

1. Owner may not commence any site works on the subject property (i.e. within the regulated area) of the Grand River Conservation Authority, (the "GRCA") until the permit has been issued by the GRCA, if required. The Township requires proof of consultation with the GRCA prior to Permitted Site Works proceeding.
2. The Owner shall maintain an entrance permit with Township as applicable, and the haul routes to be agreed to by the Owner and the Township.
3. The sediment ponds, if applicable, shall be surrounded with construction/ security fencing to restrict access, and must be reflected on the Site Plan drawing.
4. Inactive areas to be seeded shall include the placing of sufficient topsoil to ensure that the inactive areas are stabilized to the satisfaction of the Township.
5. Any off-site nuisances (i.e. dust, weeds, standing water) shall be minimized and mitigated as necessary by the Owner.
6. Any runoff directed toward other properties are to be controlled in accordance with the Approved Plans, and shall be monitored, modified and maintained as required to ensure sediment is retained on-site. Any off-site impacts shall be mitigated, by the Owner.
7. Siltation and erosion control measures shall be implemented, by the Owner, as indicated on the Approved Plans to the satisfaction of the Township's Consulting Engineer prior to, during and after the undertaking the site works, acting reasonably.
8. The use of tracking pads (i.e. mud mats) during soil receiving operation will be required to prevent tracking of soils onto the public roadway when trucks exit the site. The contractor and/or the Owner will be responsible to inspect daily and remove any mud and/or debris as required from the roadway.
9. Soil Testing, Site/Soil Management, and Reporting Protocol is to address the following:
  - a. Report to the Township test results of soils, prior to the material being received by the Owner at the frequency recommended by the Owner's environmental consultant;



- b. Report to the Township that the actual test results of the soils being received by the Owner will be provided to the Township and in addition the Owner giving a report that states that the material is in accordance to Provincial standards, and that the material is suitable for the intended use and poses no risk to the existing natural environment and local ground water. This report is to be submitted to the Township for comment prior to the material being placed on the Lands.
  - c. Inspection and management protocols of the operation to ensure that only tested material is being received; and
  - d. Incorporate a reference to the MOE documents dated January, 2014, titled "Management of Excess Soil - A Guide for Best Management Practices" and dated April 15, 2011, titled "Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act".
10. All site work shall be in accordance with the Approved Plans, as outlined in inclusion documents in this agreement, Schedule B-1 titled "Site Alteration Plans" and Schedule B-2 titled "Fill Control Report " and as approved by the Township, acting reasonably.

## **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 PL2023-034**

**Title of Report:** Flato East Phase 11 Development Project - Servicing  
Allocation for Water & Wastewater Capacity

**Department:** Planning

**Council Date:** July 5, 2023

### **Council Recommendation:**

**Be it resolved that** Council receive staff report PL20232-034 as information; and  
**That** Council consider approving by-law 2023-067 for the allocation of 54 additional equivalent residential units of servicing capacity for Water and Wastewater to the Flato East Phase 11 Commercial and Residential Development Project. Specifically, it will add an additional 54 ERU of water and wastewater capacity to the development. The final allocations for phase 11 will be as follows: 29 ERU's for a commercial use, 96 ERU's for single family dwellings and 81 ERU's for 101 townhomes; and

**That** Council authorize the Mayor and the Clerk to sign the Flato East Phase 11 Development Project Servicing Capacity Allocation Agreement attached as Schedule A to By-law 2023-067.

### **Background:**

The Township of Southgate allocates servicing capacity for water and wastewater to development in the Village of Dundalk.

The present Dundalk Water and Sewage Treatment Reserve Capacity, from the 2023 Reserve Firm Capacity Report, has 343 ERU's (Equivalent Residential Units) of wastewater capacity available and 2158 ERU's of water capacity available. A copy of the Triton Reporting letter for 2023, reporting on the 2023 Dundalk Servicing Capacity is included as attachment #1 to this report.

The Flato East Phase 11 commercial and residential development project has received a partial allocation and is now at the stage where the Township has been requested to consider the allocation of the remaining servicing. Previously the Township has allocated 29 units for the commercial component 42 units for the single family detached and 81 units for the 101 townhomes units.

**Note:** The Townhouse residential unit allocation factor is 0.8 to calculate the allocated servicing capacity of this development type.

A redline revision has been submitted that has changed the unit count slightly which has resulted in 54 ERU's being required compared to the previous report by the CAO which suggested that there was only 50 units still outstanding. This redline revision is currently before the County for approval, which is anticipated in the near future. The zoning by-law has been approved and the Subdivision Agreement will be finalized within the next couple of weeks. Staff are confident that the allocation will be utilized and therefore it is staff's recommendation that Council approve this service capacity allocation of 54 additional ERU's to the Flato East Phase 11 commercial and residential development project. To allocate these the Council will need to authorize the Servicing Capacity Allocation Agreement (Schedule A to By-law 2023-067) for signing by the Mayor and Clerk.

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

There is no financial impact to the municipality as a result of this report that will impact the normal municipal operating costs. We are presently working at expanding our wastewater treatment capacity that will require capital investments and the use of Development Charges we are collecting for this purpose.

The allocation of 54 ERU of capacity will be consumed with the construction of this commercial and residential development and will start to generate taxation dollars, plus water and sewer user revenues for the Township.

### **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.

### **Based on the above staff have the following recommendations:**

1. That Council receive this staff report as information.
2. That Council approve the allocation of 54 residential units of reserve servicing capacity of water and wastewater to the Flato East Phase 11 commercial and residential development project by Township By-law 2023-067 at the July 5, 2023 meeting.

3. That Council approve the Flato East Phase 11 Commercial and Residential Development Project for Water and Wastewater Final Servicing Capacity Allocation Agreement. A copy of the Flato East Phase 11 Servicing Capacity Allocation Agreement is included as Schedule A to By-law 2023-067.

Respectfully Submitted,

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



**CAO approval.: Original Signed By**  
Dina Lundy– CAO

- Attachment #1 – Triton Water and Wastewater Reserve Report 2023



**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

April 21, 2023

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

ATTENTION: Jim Ellis,  
Public Works Manager

RE: Township of Southgate  
Dundalk Water Supply and  
Sewage Treatment Systems  
2023 Reserve Capacity Calculations  
Our File: A4160(23)-R04

Dear Sir:

The attached tables outline the 2023 reserve capacity calculations for the water supply and sewage treatment systems in Dundalk. The reserve capacities have been calculated in accordance with Ministry of Environment and Conservation and Parks (MECP) guidelines. 178 new residential units were occupied within the municipal systems of Dundalk in 2022.

Table 3 provides a summary of Committed Developments which include White Rose Phases 1, 2 and 3, the Flato West Apartment Building, Flato Phases 3-8, 10 and 11, Flato Glenelg Phase 1, totalling **562** equivalent residential units (ERUs). As Committed Units, these ERUs will not come out of the Uncommitted Reserve Capacity figures indicated on Table 1 and Table 2. Table 3: *Uncommitted Developments* further outlines the various potential developments that have been granted Draft Plan Approval, or are being considered, however have not been granted allocation.

**Water System:**

The three (3) year average maximum day demand of the water system increased from 941m<sup>3</sup>/d to **1,008m<sup>3</sup>/d** over the past year. The 2023 uncommitted reserve capacity of the water system is **2,158 ERU**. This is based on the Townships' amount of water taking permitted by the Permit to Take Water and committed developments as outlined in Table 3. The Permit to Take Water, indicates an allowable water taking of 2,817m<sup>3</sup>/day.

Refer to Table 1 for additional information regarding water system reserve capacity calculations.



### **Sewage Treatment Facility:**

Table 2 summarizes the sewage treatment reserve capacity calculations for 2023. The three-year annual average day flow decreased from 1,165 m<sup>3</sup>/d to **1,124m<sup>3</sup>/d**. Despite an increase in the serviced population in 2022, the 2023 uncommitted reserve capacity for the sewage treatment facility has increased from 182 ERUs to **343** new development ERUs. The increase in available reserve capacity is a result of reduced flows to the treatment facility, and due to an additional reduction in the expected ERU flow rate. The reduce flow rate is supported by on-going review and monitoring which justified a per person flow rate of 300 Litres per person per day, within Ministry recommended limits.

Refer to Table 2 for additional information regarding sewage treatment system reserve capacity calculations.

### **Extraneous Flow:**

In conjunction with the reserve capacity calculations, we have completed a high-level assessment of the extraneous flows within the Dundalk sewage collection system. This assessment compares the precipitation, temperature, average day demand of water and the average day sewage flow measured at the WWTP on a monthly basis. The results indicate that the annual extraneous flows are within expected limits. However, there is a significant relationship between the wastewater flows and temperature increase, indicative of a system that is subject to groundwater infiltration. This is based on peaking of wastewater flows noted during the spring melt (i.e., March). Sump pump connections are likely a significant contributor.

### **Recommendation:**

Following Council's review and adoption of the attached report, we would recommend that a copy of the report be forwarded to the MECP District Office in Owen Sound and the Grey County Planning Department. We trust you will find the enclosed to be in order. Should you have any questions, please do not hesitate to contact this office.

Respectfully,  
Triton Engineering Services Limited



Dustin Lyttle, P. Eng.

cc: Dina Lundy, Township of Southgate  
Clinton Stredwick, Township of Southgate  
Bev Fisher, Township of Southgate

**TABLE 1  
TOWNSHIP OF SOUTHGATE  
2023 RESERVE CAPACITY  
DUNDALK WATER SYSTEM**

DESCRIPTION	2022
1 Available Capacity <sup>1</sup>	2,817
2 Max Day Demand (m <sup>3</sup> /d) <sup>2</sup>	1,008
3 Reserve Capacity (m <sup>3</sup> /d) (1) - (2)	1,809
4 Serviced Occupied Households <sup>3</sup>	1,487
5 Persons Per Existing Residential Unit (2021 Census Data)	2.66
6 Population Served (4) x (5)	3,955
7 Maximum Day Per Capita Demand (m <sup>3</sup> /d) (2) ÷ (6)	0.255
8 Additional Population that can be Served (3) ÷ (7)	7,099
9 Person Per New Equivalent Residential Unit (2022 DC Background Study)	2.61
10 Additional ERUs that can be served. (8) ÷ (9)	2,720
11 Committed Development ERUs (Table 3)	562
<b>12 Uncommitted Reserve Capacity (ERUs) (10) - (11)</b>	<b>2,158</b>
<sup>1</sup> Available Capacity is based on lesser of Firm Capacity or Permit to Take Water. Firm capacity is 2,819m <sup>3</sup> /day, PTTW is 2,817m <sup>3</sup> /d. Well Production is 4,780m <sup>3</sup> /day.	
<sup>2</sup> Max day demand is the average of the maximum day demands from 2020, 2021 and 2022 (905, 1,004 and 1,444m <sup>3</sup> /d respectively). Maximum day demands have been adjusted to account for high demands during various infrastructure works or watermain breaks.	
<sup>3</sup> Serviced occupied households as reported in the 2022 Water Report.	

**TABLE 2**  
**TOWNSHIP OF SOUTHGATE**  
**2023 RESERVE CAPACITY**  
**DUNDALK SEWAGE TREATMENT FACILITY**

DESCRIPTION	2022
1 Design Capacity of Sewage Treatment Facility (m <sup>3</sup> /d)	1,832
2 Average Day Flow <sup>1</sup> (m <sup>3</sup> /d) (Average of 2019, 2020 and 2021 Average Day Flows)	1,124
3 Reserve Capacity (m <sup>3</sup> /d) (1) - (2)	708
4 Average New Development Per Capita Flow <sup>2</sup> (m <sup>3</sup> /d)	0.300
5 Additional Population that can be Served (3) ÷ (4)	2,361
6 Person Per Equivalent Residential Unit (2022 DC Background Study)	2.61
7 ERU Flow Rate (m <sup>3</sup> /d) (4) x (6)	0.783
8 Additional ERUs that can be Served (5) ÷ (6)	905
9 Committed Development ERUs (Table 3)	562
<b>10 Uncommitted Reserve Capacity (ERUs) (7) - (8)</b>	<b>343</b>
<sup>1</sup> Average of the average day flows in 2020, 2021 and 2022 (1,161m <sup>3</sup> /day and 1,220m <sup>3</sup> /day and 990m <sup>3</sup> /day respectively).	
<sup>2</sup> As determined by new development flow analysis supported by flow monitoring program.	

**TABLE 3**  
**TOWNSHIP OF SOUTHGATE**  
**2023 RESERVE CAPACITY**  
**SUMMARY OF DUNDALK DEVELOPMENTS**

COMMITTED DEVELOPMENTS	TOTAL UNITS	UNITS OCCUPIED IN 2022	REMAINING UNITS AT END OF 2022
White Rose (Phase 1 & 2)	66	3	0
White Rose (Phase 3) <sup>1</sup>	30	0	30
Flato West Block 75 Apartment Building <sup>2</sup>	56	21	35
Flato North (Phase 3)	46	4	0
Flato North (Phase 4)	22	22	0
Flato North (Phase 5)	59	49	0
Flato North (Phase 6)	68	48	0
Flato East (7, 8 & 10)	188	0	188
Flato East (Phase 11) <sup>3</sup>	123	0	123
Flato East (Phase 11 - Block 344)	29	0	29
Glenelg (Phase 1)	183	31	152
ANNUAL INFILL LOTS <sup>4</sup>	5	0	5
SUB-TOTAL		178	562
TOTAL COMMITTED UNITS			562
UNCOMMITTED DEVELOPMENT	TOTAL UNITS		
White Rose (Phase 3)	47		
Flato East (Phase 9)	47		
Flato East (Phase 11)	50		
Glenelg (Phase 2)	155		
Glenelg (Phase 3)	459		
Flato North West	250		
SUB-TOTAL	1,008		
<sup>1</sup> Partial allocation (30 of 77) of White Rose (Phase 3). 47 remain unallocated.			
<sup>2</sup> Apartment units based on assumption that each unit is 0.7 ERU.			
<sup>3</sup> Partial allocation (152 of 173) of Flato East (Phase 11). 50 remain unallocated.			
<sup>4</sup> 5 ERUs designated annually for residential infill Lots.			

**TABLE 4**  
**TOWNSHIP OF SOUTHGATE**  
**2023 RESERVE CAPACITY**  
**DUNDALK EXTRANEEOUS FLOWS**

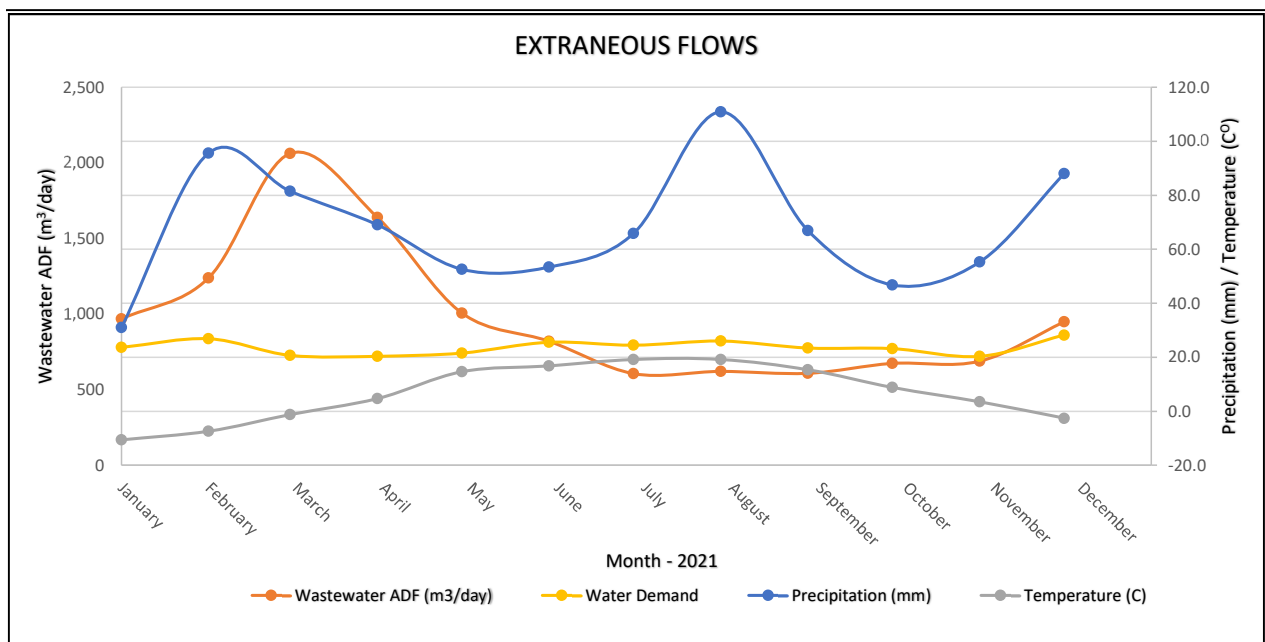
MONTH	PRECIPITATION (mm) <sup>4</sup>	AMBIENT TEMP. (C°) <sup>4</sup>	WASTEWATER ADF (m <sup>3</sup> /day)	WATER ADD (m <sup>3</sup> /day)	EXTRANEEOUS FLOW (m <sup>3</sup> /day) <sup>1</sup>
January-2022	31.0	-10.6	967	779	188
February-2022	95.6	-7.4	1,239	837	402
March-2022	81.5	-1.2	2,063	727	1,336
April-2022	69.0	4.7	1,639	721	918
May-2022	52.6	14.6	1,006	742	264
June-2022	53.4	16.8	820	813	0
July-2022	65.8	19.2	606	794	-188
August-2022	110.9	19.2	621	821	-200
September-2022	66.9	15.4	608	775	-167
October-2022	46.8	8.8	674	772	-98
November-2022	55.3	3.5	688	721	-33
December-2022	88.0	-2.6	949	861	88
<b>AVERAGE</b>			<b>990</b>	<b>780</b>	<b>209</b>
<b>REASONABLE EXTRANEEOUS FLOW BASED ON POPULATION(m<sup>3</sup>/day)<sup>2</sup></b>					<b>237</b>
<b>EXTRANEEOUS FLOW OVER AND ABOVE REASONABLE AMOUNT(m<sup>3</sup>/day)</b>					<b>0</b>
<b>EQUIVALENT RESIDENTIAL UNITS USED BY EXTRANEEOUS FLOWS (ERU)<sup>3</sup></b>					<b>0</b>

<sup>1</sup> This is the Wastewater ADF minus the Water ADD, used to determine Sanitary Flow over and above expected.

<sup>2</sup> Expected infiltration is 60 Litres per person per day based on modified historic MOE Standard.

<sup>3</sup> Based on New Development Equivalent Residential Unit Sanitary Flow Rate.

<sup>4</sup> Data as available for the nearest Weather Station (Environment Canada - Daily Data Report Mount Forest).





**The Corporation of the Township of Southgate**

**By-law Number 2023-067**

**being a by-law to authorize an agreement between Flato Dundalk Meadows 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 Dundalk Meadows 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 Dundalk Meadows Inc. and The Corporation of the Township of Southgate, attached hereto as Schedule A is hereby ratified and confirmed; and
2. **That** the Mayor and Clerk are hereby authorized and directed to sign the 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 5<sup>th</sup> day of July 2023.**

---

Brian Milne - Mayor

---

Lindsey Green – Clerk

## FINAL CAPACITY ALLOCATION AGREEMENT

Made in Duplicate this 5<sup>th</sup> day of July, 2023.

BETWEEN:

**Flato Dundalk Meadows Inc.**  
**Flato East Phase 11**  
**3621 Hwy 7, Suite #503**  
**Markham, ON L3R 0G6**  
(hereinafter referred to as the "Developer")

AND

**THE CORPORATION OF THE**  
**TOWNSHIP OF SOUTHGATE**  
**185667 Grey Road #9 – RR#1**  
**Dundalk, ON N0C 1B0**  
(hereinafter referred to as the "Township")

---

**WHEREAS** the Township of Southgate ("**Township**") has available or plans for increasing Water and Wastewater servicing capacity to supply existing and future development in the Village of Dundalk "Dundalk"; and

**AND WHEREAS**, a new development is proposed in Dundalk and as such the development has requested in writing to the Township water and wastewater servicing capacity allocated subject to availability.

**NOW THEREFORE** the Parties Here to agree:

1. That the previous allocation By-law 2022-125 and water and waste water servicing agreement are hereby rescinded.
2. That the Township of Southgate will allocate 206 (two hundred & six) Equivalent residential Units of Water and Wastewater Reserve Servicing Capacity for this project as reflected in Schedule A.
3. That the Developer accepts this allocation of water and wastewater Residential Units of Reserve Servicing Capacity based on the conditions set out in this agreement.
4. That the Final Capacity Allocation Agreement shall be for a period of 3 (three) years following the municipal by-law approval date of this agreement.
5. That the Final Capacity Allocation Agreement may be extended for an additional 1 (one) year term(s) based on evidence of site development progress.
6. That the Developer accepts that at its sole discretion the Township may not agree to extend a Final Capacity Allocation Agreement in in

whole or in part, if in the opinion of Township and its Engineers that site development progress has not progressed sufficiently to reflect 50 (fifty) percent occupancy or use of the allocated servicing capacity.

7. That the Developer acknowledges that any payments to be made or works with respect to the projects allocation of Final Capacity by the Developer required by the Township must be completed to maintain this agreement in force and affect. The payments and/or works required are listed in the attached Schedule A documents that forms as part of the agreement document or provides reference to a Front Ending or Service Finance Agreement that has been previous approved by the Developer and Township Council by municipal by-law.
8. This Agreement shall be binding on the parties hereto and their heirs, executors, administrators or assigns.

**IN WITNESS WHEREOF** the Parties hereto have affixed their respective hands and seals.

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCES OF:**

**Flato Dundalk Meadows Inc.  
Flato East Phase 11**

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Name: Shakir Rehmatullah  
Title: President

\_\_\_\_\_  
Witness

*I have authority to bind the Corporation.*

**The Corporation of the Township  
of Southgate**

\_\_\_\_\_  
Southgate Mayor Brian Milne

\_\_\_\_\_  
Southgate Clerk Lindsey Green

*We have authority to bind the Corporation.*

## Schedule A

### Flato East Phase 11 Development Servicing Capacity Allocation

#### **Additional Capacity Requested:**

<b>Construction Type</b>	<b>Requested ERU</b>	<b>Residential Units</b>
Residential Single Family	<u>54</u>	<u>54</u>
<b>Total</b>	<b>54</b>	<b>54</b>

#### **Total Township Allocated Water and Wastewater Servicing Capacity for Phase 11 :**

<b>Construction Type</b>	<b>Allocated ERU</b>	<b>Residential Units</b>
Commercial	29	
Industrial	0	
ResSingle Fam(Previously allocated)	42	42
Residential Single Family (new)	<b>54</b>	<b>54</b>
Residential Townhomes	<u>81</u>	<u>101</u>
<b>Total</b>	<b>206</b>	197

**Schedule B**

**Flato East Phase 11**

**Listing of Payments and Works for the  
Development Project Final Capacity Allocation**

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 PL2023-033**

**Title of Report:** Flato Dundalk Meadows Inc. East Phase 11

Subdivision Agreement Approval Report

**Department:** Planning

**Council Date:** July 5, 2023

### **Council Recommendation:**

**Be it resolved that** Council receive staff report PL2023-033 as information; and

**That** Council approved the subdivision agreement subject to preliminary acceptance being received for all phase 11 works to the satisfaction of the Township Engineers, and

**That** Council consider approval of the final Flato Dundalk Meadows Inc., Flato East Phase 11 Subdivision Agreement by By-law 2023-070 at the July 5, 2023 Council meeting; and

**That** the agreement be executed following preliminary acceptance of the phase 11 works and the posting of the required securities to the satisfaction of the Township and its engineers.

### **Background:**

A Subdivision Agreement (SDA) is required by the Township of Southgate for all residential development projects a significant number of lots where the lands being developed often have no roads and require the normal municipal services (lighting, sidewalks, stormwater, wastewater, and water) and public servicing (cable TV, electricity, internet, natural gas, telephone, etc.) infrastructure. A SDA is a robust document that deals with issues to manage the project and the municipal risk associated with these types of developments. The following are the main sections within the SDA document:

- Interpretation (Definitions)
- Subject Lands and Preconditions for Servicing and Registration
- Special Provisions
- Conveyances and Payments to be Made
- Construction of Services
- Phasing Plan
- Drainage
- Acceptance and Ownership of Services
- Deadline for Completion of Services
- Financial Assurances
- Indemnification and Liability Insurance

- Developer's Additional Obligations during Servicing
- Driveway Locations, Mailboxes, and Roads
- Building Deposit Requirements
- Building Permit Requirements
- Occupancy Requirements
- Building Construction
- Covenants to be Registered on Title
- Lapsing of Agreement
- Stop Work Orders
- Breaches of Agreement
- Arbitration
- General Provisions

The following are Schedules and Forms included in the Subdivision document:

- Legal Description
- Conditions of Draft Plan Approval
- Variations and Exceptions from Standards Provisions of Agreement
- Lands to be Conveyed to the Township
- Easement to be Conveyed to the Township
- Form of Agreement for Easements
- Payments to be made to the Township
- Municipal Services to be provided by the Developer
- Covenants and Restrictions in every Contracts for the sale of lands & registration on titles
- List of Approved Plans
- Final Lot Grading and Drainage Certificate Form
- Letter of Credit requirements form

Southgate's lawyer Stephen Christie from Stutz Brown & Self provided the legal review and Township Engineer from Triton completed the Engineering review work to develop the Flato Agreement as a template for the Township to use for all future residential developments.

### **Staff Comments:**

This Subdivision Agreement applies to Phase 11 of the Flato East development which can be seen in Attachment #3 to this report. After Phase 11 is complete only Phase 9 remains of the Flato East draft plan to be developed and a Subdivision Agreement entered into.

For this agreement (Phase 11), the Township Engineers from Triton Engineering have provided the technical review of the document, including Schedule E titled "Easements to be Conveyed", Schedule F titled "Securities to the Township" and Schedule I titled "List of Approved Plans" for this project approval of the Flato East Phase 11 Subdivision Agreement. Triton have reviewed the securities and any

adjustment of the securities based on the inspection of project(s) works completed and for security reductions for accepted works prior to Council approval of this subdivision agreement.

The SDA includes a Schedule "K" titled, "Project Phase Mplan", that reflects the specific layout drawing information for this development phase. The SDA for Flato East Phase 11, includes the Mplan layout as part of the agreement and when approved will allow the registration of 197 residential units comprising 96 single detached units, 101 townhouse units, one commercial block and numerous blocks for park and stormwater management.

The next steps in this process will be to approve by municipal by-law the SDA (Schedule A to By-law 2023-070) for the Flato East Phase 11 project. The Execution of the agreement will take place following the posting of the required securities as per the agreement (Attachment #2).

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

There is no financial impact to the municipality as a result of this report as all legal and engineering costs to review and finalize the Flato East Phase 11 agreement and the development will be charged to the developer.

The Township has created a securities grid to provide developers with our expectations of what the Township's security requirements are for all residential development projects at every stage of the construction phases (site alteration, pre-servicing, and subdivision agreements). A copy of this document is included as part of this staff report as Attachment #1.

Flato Developments at the present time has posted \$4,745,670.99 to secure all of their projects except to cover Flato East Phases 11, and the Phase 9 Site Alteration Agreement as calculated in the attached current Flato Dundalk Meadows Securities Summary document (Attachment #2). The new posted securities requirement with the addition of Flato East Phase 11 and Site Alteration Agreement will now increase as outlined in Attachment #2. The Engineers are inspecting all completed works in all Flato projects to assess for addition preliminary and final acceptance to confirm a more accurate securities summary report prior to Council approval of this subdivision agreement.

Flato Developments Inc. have numerous different projects in various stages of development or in the 2-year warranty phase. Those developments include Flato West Phase 1, Flato West Block 75 Seniors Apartments, Flato North Phases 2A & 3, Flato North Phases 4, 5 & 6, Flato East Phase 2B, Flato East Phases 7, 8 & 10, Flato East Phase 11, and Flato Glenelg Carriage House Phase 1. Flato has requested that with the large sum of the securities they have provided they will aggregate access to all of their Letters of Credit (LC) securities to provide total assurance for any of

their projects in Dundalk. As a result they have requested that the Township consider their total security requirements be calculated at 80% of the sum of all their individual projects. The other factor is with so many active projects at varying stages of development, much of their Southgate approved work has been completed waiting for engineering inspection of the project infrastructure and is in the preliminary stage of acceptance approval or in the final acceptance warranty period. Flato West for example has been accepted and the last portion of their securities will be released to use in other phases.

### **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. That Council consider approval of the Flato East Phase 11 Subdivision Agreement for residential and commercial development by Township municipal By-law 2023-070 at the July 5, 2023 meeting.
3. Once the Agreement is registered the Township will issue a clearance letter once all of the required agency signoffs have been received. This Clearance letter is then forwarded on to the County of Grey for final approval and registration of the subdivision.
4. The final step is the lift the Holding condition which is conditional on servicing allocation and the subdivision agreement being registered. This is usually initiated following the posting of the securities for the subdivision agreement.

Respectfully Submitted,

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



**CAO approval: Original Signed By**

Dina Lundy

**Attachments:**

- Attachment 1 – Southgate Securities Grid
- Attachment 2 – Current Flato Dundalk Meadows Securities Summary
- Attachment 3 - Phasing Plan



### Residential Development Projects Security Requirement Chart

Project Type	Flat Fee Securities	Internal Securities Requirement	External Securities Requirement	Minimum Security Level
Site Alteration Agreement	\$1,000 per lot			\$30,000.00
Pre-servicing Agreement		10%	100%	
Subdivision Agreement No Pre-servicing Work		100%	100%	
Subdivision Agreement with Preliminary Acceptance <b>Completed Work</b> <b>Uncompleted Work</b>		10% 115%	10% 115%	
Final Acceptance Stage 4 Works completed and in 1 year warranty phase <b>Urban</b> <b>Rural</b>		5%	5%	\$50,000.00 \$30,000.00

**Note:** HST security may be calculated at 2% of total security requirements for a project LC requirement.

#### Residential Development Projects - Maintenance Responsibility

##### Subdivision Maintenance Developer Responsibility

- 1 Summer Road Maintenance - Street Sweeping & surface maintenance
- 2 Winter Road Maintenance - Snowplowing & sanding/salting operations
- 3 General Road Maintenance - Roadway signage
- 4 General Road Maintenance - Manhole safety & stormwater catchbasins
- 5 Stormwater Pond Maintenance
- 6 Parkland, equipment and fencing
- 7 Streetlights maintenance
- 8 Streetlight electrical bill payment
- 9 Final Acceptance Warranty Period Expiration

**Subdivision Maintenance becomes the Municipalities Responsibility when the Developer has achieve all of the following conditions:**

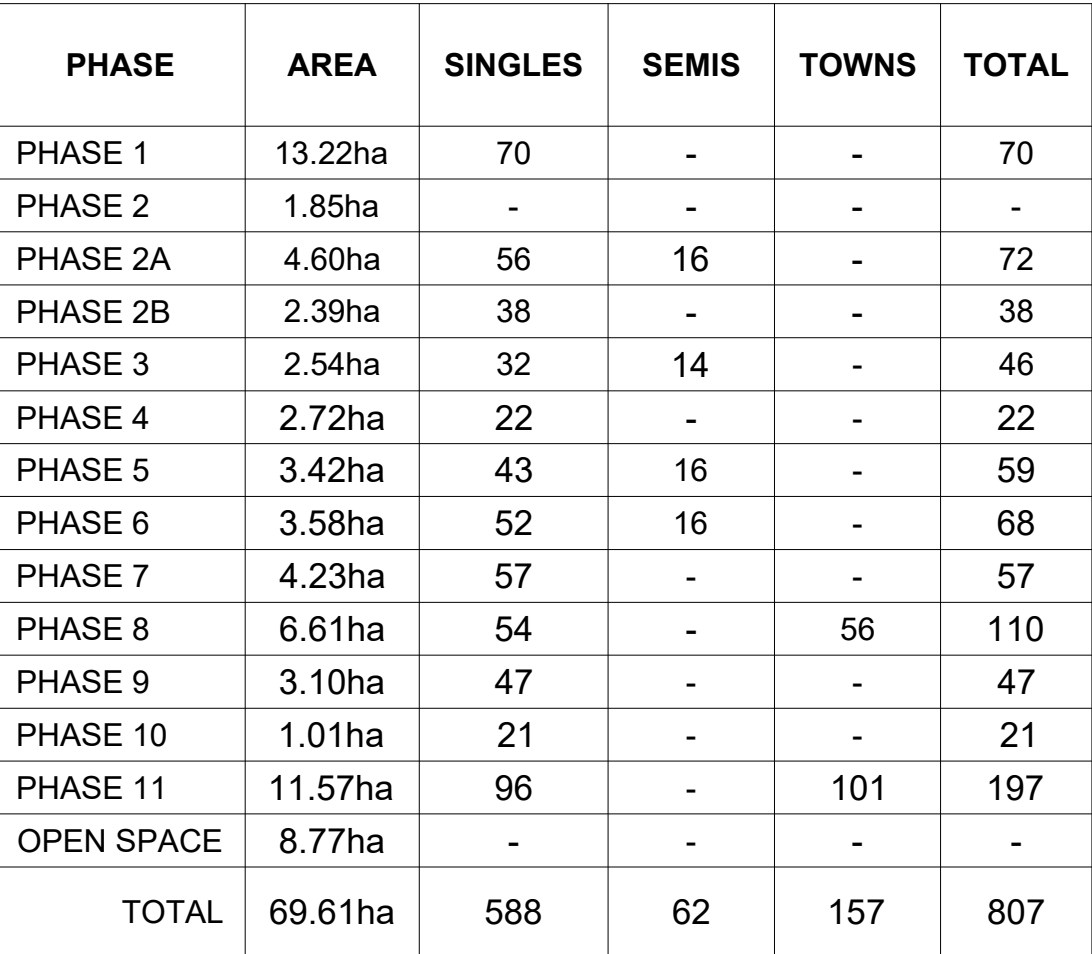
- 1 75% Residential Unit Building Permit Occupancy approved; and
- 2 75% Residential Unit Building Permit Final Inspection approved; and
- 3 Approved Lot Grading Certificates provided by the Developer.



Project: Flato West/East/North/Glenelg  
 Project No.: 1060-4057/4066/4150/4892/4410/4171/5177/5771  
 Date: 2023-06-29  
 By: JL'A/BR

**Flato Dundalk Meadows Securities Summary**

	Stage of Work/ Acceptance	115% of Remaining Works (100% for Block 75 Site Plan, and 50% of SPS)	10% of Completed Works	Subtotal	HST (13%-11%)	Total	80% of Total	Securities in Place (December 2022)	Proposed Securities change	Total Securities (July 2023)
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	\$ 50,000.00		\$ 50,000.00
Flato North Securities	Stage 3 and 4	\$ 32,945.20	\$ 44,314.14	\$ 77,259.34	\$ 1,545.19	\$ 78,804.53	\$ 63,043.62	\$ 675,000.00	\$ (559,958.94)	\$ 115,041.06
Flato North Externals		\$ -	\$ 500.00	\$ 500.00	incl.	\$ 500.00	\$ 400.00			
Flato 4 5 and 6 Securities	Stage 1 and 2	\$ 225,070.36	\$ 285,422.09	\$ 510,492.45	\$ 10,209.85	\$ 520,702.30	\$ 416,561.84	\$ 361,065.03		\$ 361,065.03
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		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
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	\$ 1,109,605.96		\$ 1,109,605.96
Edgewood SPS		\$ 949,250.00	\$ -	\$ 949,250.00	\$ 18,985.00	\$ 968,235.00	\$ 774,588.00			
Flato Phase 11	Pre-servicing			\$ -	\$ -	\$ 920,354.07	\$ 736,283.26		\$ 736,283.26	\$ 736,283.26
Flato Phase 9	Site Alt		\$ -	\$ -	\$ -	\$ 88,496.04	\$ 70,796.83		\$ 70,796.83	\$ 70,796.83
<b>Total</b>			\$ 1,261,003.57	\$ 5,057,009.87		\$ 5,157,140.07	\$ 4,942,792.14	\$ 4,745,670.99	\$ 197,121.15	\$ 4,942,792.14



**The Corporation of the Township of Southgate**

**By-law Number 2023-070**

**being a by-law to authorize a subdivision agreement  
with Flato Dundalk Meadows Inc. and the  
Corporation of the Township of Southgate**

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

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

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

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

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

**Read a first, second and third time and finally passed this 5<sup>th</sup> day of July 2023.**

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**Brian Milne – Mayor**

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**Lindsey Green - Clerk**

**Applicant:** Flato Dundalk Meadows Inc. (c/o Shakir Rehmatullah)

**File No.:** 42T-2015-05

**Municipality:** Township of Southgate

**Location:** Part of Lots 233 and 234, Concession 1 (Geographic Township of Proton)

**Date of Decision:** November 10, 2016

**Date of Notice:** November 16, 2016

**Last Date of Appeal:** December 6, 2016



## **SUBDIVISION AGREEMENT**

**Flato Subdivision Agreement July 5<sup>th</sup>, 2023**





## SUBDIVISION AGREEMENT

### B E T W E E N:

FLATO DUNDALK MEADOWS INC.

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

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<b><u>SCHEDULE "E"</u></b>	–	Easements to be Conveyed to Township or MTO
<b><u>SCHEDULE "E-1"</u></b>	--	Form of Agreement Dealing with Easements
<b><u>SCHEDULE "F"</u></b>	–	Payments to be made and Securities to be provided to Township
<b><u>SCHEDULE "G"</u></b>	–	Municipal Services to be provided by Developer
<b><u>SCHEDULE "H"</u></b>	–	Covenants and Restrictions
<b><u>SCHEDULE "I"</u></b>	-	List of Approved Plans
<b><u>SCHEDULE "J"</u></b>	-	Phasing Plan
<b><u>SCHEDULE "K"</u></b>	-	<b>Phased M-Plan</b>
<b><u>FORM 1</u></b>		Grading Certificate
<b><u>FORM 2</u></b>		Form of Letter of Credit

Applicant: Flato Dundalk Meadows Inc. (c/o Shakir Rehmatullah)

File No.: 42T-2015-05

Municipality: Township of Southgate

Location: Part of Lots 233 and 234, Concession 1 (Geographic Township of Proton)

Date of Decision: November 10, 2016

Date of Notice: November 16, 2016

Last Date of Appeal: December 6, 2016



## SUBDIVISION AGREEMENT

**THIS SUBDIVISION AGREEMENT** made in quadruplicate this 5th day of July, 2023, pursuant to Section 51 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended.

### BETWEEN:

**FLATO DUNDALK MEADOWS INC.**

(hereinafter called the "Developer")

PARTY OF THE FIRST PART

- and -

**THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE**

(hereinafter called the "Township")

PARTY OF THE THIRD PART

### WHEREAS:

- A. The Developer is the owner of the lands described in Schedule "A" attached hereto which lands are the subject matter of draft plan approval for a residential subdivision pursuant to section 51 of the *Planning Act* (referred to herein as the "Development") which the Developer proposes to service and develop in phases;
- B. The Township requires the Developer to enter into a written subdivision agreement with respect to the Lands;

**NOW THEREFORE** this Agreement witnesses that in consideration of the sum of Two Dollars (\$2.00) of lawful money of Canada and other good and valuable consideration, (the receipt whereof is hereby acknowledged), the parties hereto agree with each other as follows:

## **ARTICLE 1 – INTERPRETATION**

### 1.1 Definitions

In this Agreement words commencing with a capital letter shall have the meaning set out in this Agreement including:



"Agreement" means this Agreement and all Schedules thereto and any documents incorporated herein by reference.

"Approved Plans" means all design information submitted to the Township as part of the subdivision approval process including drawing, plans, reports and supporting information including addenda and subsequent revisions, which includes, without limitation, all of those listed in Schedule "I" as amended.

"County" means the Corporation of the County of Grey.

"Draft Plan" means the plan of subdivision identified on Schedule "K" approved by the County of Grey, subject to the provisions of this Agreement, in accordance with the provisions of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended.

"Lands" means the lands described in Schedule "A" attached hereto which lands are the subject matter of draft plan approval for a residential subdivision pursuant to section 51 of the *Planning Act* which the Developer proposes to service and develop and phases.

"Phase" means any areas within the Draft Plan of Subdivision which is intended to be registered separately from the remainder of the Lands.

"Township Council" means the elected members of the municipal council of the Township of Southgate.

"Township Engineer" means the consulting engineering firm retained by the Township for review and approval of the subdivision.

"Municipal Planner" means the consulting planning firm retained by the Township to assist with all planning matters relating to the subdivision.

"MTO" means the Ontario Ministry of Transportation.

## **ARTICLE 2 – SUBJECT LANDS AND PRECONDITIONS FOR SERVICING AND REGISTRATION**

### **2.1 Legal description**

The Development consists of those parts of the Lands described in Schedule "A" attached hereto.

### **2.2 Implementation of Draft Plan Conditions**

The Developer covenants with the Township that the Lands shall be developed in accordance with the conditions of draft plan approval, a copy of which is attached as Schedule "B".

### **2.3 Changes to Draft Plan**

Minor changes to the Draft Plan, acceptable to the Township's Municipal Planner and not affecting the number of lots or blocks, may be permitted without an amendment to this Agreement at the sole discretion of the Township. Any other changes require an amendment to this Agreement.

**2.4 Clearance of Conditions with Respect to Plan to be Registered**

Before the Township informs the County that its requirements prior to registering the plan of subdivision [the "M-Plan"] have been met, the Developer shall:

- i) reimburse the Township for all costs and expenses, including administrative expenses as defined herein, incurred by the Township in respect of the subdivision proposed for the Lands;
- ii) pay any fees required by the Township's Fees and Charges By-law, as amended, including administrative fees for the establishment of assessment records for each parcel within the Subdivision;
- iii) pay in full all outstanding taxes including drainage, local improvement and special rates and charges which relate to the Lands;
- iv) deposit with the Township the Letter of Credit, securities, confirmation of insurance and the advance towards administrative expenses as required in Articles 10, 11, and 12.9;
- v) Deliver executed draft transfers of all lands described in Schedule "D" and of all easements and of all Lots and Blocks required by the Township, enumerated on Schedule "E", free of charge, free and clear of all encumbrances, leaving the date of each transfer and the plan number and the description blank and authorizing the Township Solicitor to insert such date and plan number when the plan is registered and to register such transfers at the Developer's expense. The Developer shall further cause its solicitor to cooperate with the registrations of any documents as the Township directs and the Township's solicitor requires;
- vi) Ensure that all final plans and specifications required by the Township for the municipal services to be constructed in accordance with this Agreement, including the grading control plan, have been approved by the Township Engineer. The examination of the plans and specifications by the Township and Township Engineer shall not constitute an acceptance by the Township of the correctness or adequacy of the said plans.
- vii) Deposit with the Township written confirmation that is satisfactory to the Township, in its sole and unfettered discretion, that the Developer has entered into an agreement or agreements with Hydro One (or other applicable provider of electrical services to the subdivision), which are satisfactory to the Township, and evidence that Enbridge, communication providers and any other suppliers of utilities which the Township deems necessary to properly develop the Subdivision, will service the Lands and that the plans for such utilities have been reviewed and accepted by the Township Engineer so that conflicts with required municipal services are avoided;
- viii) Provide an Engineer's Report to the satisfaction of the Township Engineer, the Grand River Conservation Authority (herein called "GRCA"), and where applicable, the Ministry of Natural Resources and Forestry, and the Ministry of Environment and Climate Change and Parks, stating the means whereby storm water from the development on the Lands will be carried to sufficient outlet and showing how erosion and siltation will be controlled during and after construction. Where storm water must be conducted through, or deposited upon, private lands before it reaches sufficient outlet, the Developer shall have obtained and conveyed to the Township the necessary easements and agreements, as set out in clause v) above. The Developer

shall also provide a detailed erosion and siltation plan prepared by a technically qualified consultant showing how the erosion/siltation effects will be contained and minimized prior to, during and after construction, to the satisfaction of the Township and the GRCA;

- ix) Obtain from the Township Council confirmation that adequate water supply and capacity in the sewage collection/treatment system is available to accommodate the proposed development on the applicable phase of the Lands based on equivalent residential units for allocation, same to be confirmed by way of a by-law prepared and passed by Township Council;
- x) Provide written evidence to the Township from all relevant commenting agencies that each has been provided with a copy of this Agreement and are satisfied with its terms, such evidence to be satisfactory to the Township in its sole discretion;
- xi) Obtain written confirmation from the Municipal Planner that all conditions of Draft Plan approval have been satisfied;
- xii) Obtain confirmation from the Municipal Planner that any required zoning amendment is in force with no appeal taken or all levels of appeal exhausted; and
- xiii) Enter into an agreement with the Township regarding the financing of off-site services, if the Township requires; and
- xiv) Enter into the Township's Final Capacity Allocation Agreement.

**2.5 Prior to starting construction of services within any part of the M-Plan the Developer shall:**

- i) Notify the Township at least fifteen (15) days before the commencement of construction and provide the Township with all information and material required by the Township;
- ii) Erect silt fences or other siltation and erosion control measures to the satisfaction of the Township. The silt fences and erosion control measures shall be erected prior to initiating any grading or construction on the site, and shall remain in place and in good repair during all phases of grading and construction;
- iii) Erect signs as required by this Agreement, a School Board or other public agency and as required by conditions of Draft Plan approval;
- iv) Prepare and submit and have approved by the Township a Schedule of Progress and Completion which shall set out how the construction of the services and utilities will be scheduled to be completed within the two (2) years contemplated by Article 9; and
- v) Obtain all consents, approvals, and permits required by law and provide written evidence of same to the Township and/or Township Engineer, as applicable.

**2.6 Delivery of Registered Plans**

Upon registration of the M-Plan the Developer shall forthwith deliver to the Township five (5) copies of the plan of subdivision (for the applicable Phase) and a digitized copy of such plan in a computerized format which is compatible with the most current Autocad ".dwg" file, or in a format approved by the Township's Municipal Planner.

### **ARTICLE 3- SPECIAL PROVISIONS**

#### **3.1 Exceptions**

Variations and exceptions from the standard provisions of this Agreement, if any, are attached hereto as Schedule "C".

### **ARTICLE 4- CONVEYANCES AND PAYMENTS TO BE MADE**

#### **4.1 Lands to be Conveyed for Public Purposes**

The Developer shall convey to the Township the lands described more fully in Schedule "D" so that the Township acquires a good and marketable title thereto free of any mortgage, lien or other encumbrance.

Unless specifically waived in writing by the Township Engineer, the Developer shall provide a Record of Site Condition (as per the *Environmental Protection Act*, and its regulations) with respect to the lands being conveyed to the Township.

#### **4.2 Easements to be Conveyed for Public Purposes**

The Developer shall convey to the Township an easement or easements, affecting part of the Lands as described in Schedule "E, for the purpose set out therein. The Developer shall provide evidence in writing to the Township, which is satisfactory to the Township, that all required easements have been conveyed as required by other utility companies for hydro, communications, natural gas or similar services.

#### **4.3 Payments to be made to Township**

The Developer shall make payments to the Township in the amounts and at the times specified on Schedule "F".

#### **4.4 Form of Easement**

Save and except utilities/MTO easements, all permanent easements transferred to the Township shall allow the Township to enter, construct, maintain and repair drainage swales, pipes for water, sewers and conduits for any municipal services. The Township shall reasonably restore the surface and make good any damage it does whenever it enters under the easement. The form of the easement document shall be in the form set out in Schedule "E-1"

### **ARTICLE 5 - CONSTRUCTION OF SERVICES**

#### **5.1 Service to be Provided**

The Developer, at the Developer's sole cost, shall cause to be constructed and installed those municipal services outlined in Schedule "G" attached hereto.

## **5.2 Developer's Engineers**

The Developer has retained and, until Developer has fulfilled all of its obligations pursuant to this Agreement, shall retain, a civil engineer registered with Professional Engineers Ontario in order to provide engineering services with respect to the design and installation of the municipal services which shall be in accordance with the current standards and specifications of the Township. All plan(s) and specifications and any modifications thereto required by applicable ministries and agencies, and the contractors to be employed for the installation of services, shall be subject to the prior written approval of the Township Engineer.

## **5.3 As-Recorded Drawings**

The Developer shall cause its engineers to deliver to each of the Township Engineer, the Township's Municipal Planner, and the Public Works Manager one complete set of as-recorded drawings and an electronic copy in a computerized format which is compatible with the most current Autocad ".dwg" file of same upon completion showing each of the said services as constructed. As-recorded drawings are to be to the satisfaction of the Township Engineer.

## **5.4 Additional Works**

- (i) If additional works and services are required for the proper servicing of the plan of subdivision, and the existing plans and specifications are insufficient to satisfy the Township's servicing requirements, the Developer shall prepare, at its expense, all additional plans and specifications, planning reports, surveys, contracts and other special information that may be requested and/or required by the Township, (the "additional plans"), for the additional works and services.
- (ii) The Township's municipal servicing standards shall be considered minimum specifications for the additional plans. The Township neither warrants nor makes any claims as to the sufficiency of such standards. It is the sole responsibility of the Developer and its engineers to provide adequate additional plans for such additional work and services. The said servicing standards, and other municipal specifications applicable to the plan of subdivision, shall be those in effect on the date of execution of this Agreement.
- (iii) All additional plans that may be required by the Township shall be submitted to the Township for review and approval. The examination of the plans and the additional plans by the Township and Township Engineer shall not constitute an acceptance by the Township of the correctness or adequacy of the said plans.
- (iv) Review of the plans by the Township and Township Engineer shall not be taken as limiting the requirement that the Developer provide satisfactory engineering plans and specifications in accordance with good engineering practice. If, during actual construction/installation, it is discovered that the property is not being properly serviced because of inadequacies in the plans, additional plans and/or reports or because of conditions on the property not taken into account when preparing the plans, additional plans and/or reports, the Developer shall cause the plans and/or additional plans to be revised and shall do the work required by such revised plans and/or additional plans to properly service the plan of subdivision at the Developer's expense.

## **5.5 Installation, Supervision and Inspection**

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

- (i) Require the Developer to conduct such test of materials, methods and workmanship as they may determine including, but not limited to, the use of close circuit television cameras for inspection of underground services prior to Preliminary Acceptance of Stages 1 and 2 services, prior to placement of surface asphalt and prior to Final Acceptance of all the required services; and,
- (ii) require that any and all work shall cease until any breach of plans or specifications or its requirements (of which such Township Engineers shall be the sole judge) has been remedied (other than the work required to be done to remedy such breach) and if the Township Engineers deem it necessary to engage technical supervision the expense of such technical consultants, if engaged, shall be a debt due to the Township by the Developer recoverable on demand.

The Developer shall correct any deficiencies noted by the Township Engineer as soon thereafter as is practicable. In the event that the Developer fails to install the services described in Schedule "G" as required by the Township Engineer in accordance with this Agreement then the Township may give thirty (30) days written notice of the default by prepaid registered mail to the Developer at the address provided in Article 23.3; thereafter the Township or its contractors may enter upon the Lands and proceed to supply all materials and do all necessary works in connection with the installation of services, including the completion, repair and reconstruction of faulty work and the replacement of materials not in accordance with the approved plans and specifications. The Developer shall forthwith pay the cost of such work to the Township upon demand and the Township may draw upon the security provided pursuant to this Agreement pay for all such costs and fees.

5.6 If the Township elects to do any of the required work and supply any of the required material pursuant to section 5.5, it may do so by either:

- (i) employing an independent contractor; or
- (ii) doing such work and supplying such material itself using its own equipment and employees.

5.7 If the Township does the work itself or engages the services of an independent contractor to do so pursuant to section 5.5, it shall be entitled to charge:

- (i) its labour cost at its actual cost plus ten (10%) percent,
- (ii) its equipment costs; and
- (iii) its cost of acquisition of material at its cost (including transportation) plus ten (10%) percent.

5.8 Subject to the preceding paragraph, if the Township does the work itself or by engaging the services of an independent contractor, it shall be reimbursed for any work done and material supplied following delivery of invoice to the Developer as per section 5.5. For this purpose, it may realize upon the security deposited in accordance with this agreement. If the Township employs an independent contractor to do the necessary work and to supply the required material it may realize upon the security deposited in accordance with this agreement to pay such independent contractor. If, in doing the work pursuant this Agreement, the security is not sufficient to reimburse the Township for such work done and material supplied, the Developer shall pay the balance to the Township within thirty (30) days after demand has been made for it. If the Developer fails to pay the balance within thirty (30) days after demand, such balance



shall bear interest at the rate of interest charged by the bank at which the Township is doing business plus five (5%) percent, both before and after any judgment.

**5.9 Street Names and Required Signage**

Where applicable, the Developer shall cause the roads and streets forming a part of the Lands to be named to the satisfaction of the Township and the Developer shall at the Developer's cost be responsible for the placement of all street identification signs and all traffic control signs related to this development prior to Preliminary Acceptance of Stages I and II municipal services being issued.

**5.10 Winter Road Maintenance**

The Developer agrees and acknowledges that the Township may, but shall not be obliged to, provide winter maintenance of the roads and streets which have not yet been fully granted Final Acceptance by the Township. If the Township does provide winter maintenance prior to Final Acceptance, where there is less than seventy-five percent (75%) occupancy by new homeowners of the residential units in this subdivision phase(s), the Developer will pay the costs of winter maintenance, and if greater than seventy-five percent (75%) occupancy, the Township will assume the burden of costs of winter maintenance. The Developer also agrees that with respect to such streets and roads, all manholes, valves, catch basins and other obstructions shall be installed at grades so as to permit the Township proper vehicular access for said winter maintenance works. It is agreed that any maintenance performed by the Township pursuant to this section shall be deemed to have been performed by the Township as agents of the Developer and no action on the part of the Township pursuant to this paragraph shall constitute an assumption by the Township of said roads and streets. Any road maintenance provided by the Township prior to Final Acceptance will be at the Developer's expense and risk except as otherwise provided for in this Agreement.

**5.11 Repair and Maintenance of Services**

The Developer shall be responsible for the repair and maintenance of each service to be constructed pursuant to this Agreement until the Township has granted Final Acceptance with respect thereto. The Township shall have the right to undertake emergency repairs and maintenance of such services at the Developer's costs, but in such instances this shall not be considered a waiver of the Developer's obligations to maintain and repair.

**5.12 Guarantee Period**

Each of the services required by Article 5.1 hereof shall be guaranteed by the Developer for a period of not less than one year from the date on which the Township grants Preliminary Acceptance with respect to such service. Such service shall only be assumed by the Township or Hydro One, or such other utility provider, as the case may be, upon the Township granting Final Acceptance at the end of the guarantee period with respect to such service; the guarantee shall remain in effect until Final Acceptance has been granted for the applicable service.

**5.13 Notice that Services not Assumed**

Until Final Acceptance for all services has been granted, the Developer shall erect and maintain signs as approved by the Township at all entrance points to the subdivision indicating that the Township has not assumed responsibility for municipal services within the subdivision.

5.14 Stages of Construction for Services

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

- (i) Stage I services for purposes of this Agreement consist of all underground works including
  - a) all storm and sanitary sewers/forcemain;
  - b) watermain;
  - c) conduits or pipes for electrical services;
  - d) all other conduits for utilities such as gas, telephone and cable TV under roadways and including all water, storm and sanitary sewer service connections to the limit of the street allowance for each proposed building lot; and
  - e) storm water management facilities including fencing.
- (ii) Stage II services include all works up to and including
  - a) curbs;
  - b) gutters;
  - c) base asphalt;
  - d) placement of all required street signs and traffic control signs;
  - e) erection of a sign at least twelve (12) feet by eight (8) feet to be approved by the Township Engineer at the entrance to the subdivision on Russell Street and Moody Street, which shall depict the plan of subdivision and shall indicate the locations of all sidewalks/walkways, restricted parking zones, mailboxes, fencing including the type of fencing, school board disclaimer, zoning/land-use on adjacent properties and phases are to be delineated;
  - f) erection of a sign at least three (3) feet by three (3) feet to be approved by the Township Engineer at each point of entry to the subdivision noted above stating that the services including the streets have not been assumed by the Township, and that anyone using the services or streets does so at their own risk; and
- (iii) Stage III services involve the completion of the utility services which shall be completed prior to occupancy of any homes including:
  - a) electrical distribution system to each residential lot;
  - b) street lighting energized,
  - c) natural gas to each residential lot;
  - d) communication services to each residential lot;
  - e) completion of parkland with grading, topsoil, approved vegetation including sod and/or seed; and
  - f) Installation of fencing required by the Township around storm management facilities or other identified hazards.
- (iv) Stage IV services include
  - a) surface course of asphalt;
  - b) sidewalks/walkways;
  - c) boulevards;

- d) completion of parkland fencing, and any other fencing required by the Township; and

- e) all other services required by this Agreement.

Each stage may be undertaken as per the phasing of the development outlined in the Phasing Plan.

#### 5.15 Sanitary Flow Monitoring

The Developer shall complete inflow/infiltration testing as per the Ontario Provincial Standard Specification (OPSS) during system construction under wet conditions (i.e. rain, high groundwater). Additional testing/monitoring may be required at the discretion of the Township prior to occupancy of the first residential unit. The testing results shall be provided to the Township for review and approval. All costs associated with the testing program shall be the Developer's sole responsibility.

### **ARTICLE 6 - PHASING**

#### 6.1 Agreement to Apply to All Phases

Where the Lands are to be developed in Phases, each clause of this Subdivision Agreement shall apply mutatis mutandis to each phase. For greater certainty, the parties agree that the intent is that although this Agreement only pertains to the Phase as more particularly set out in Schedule K hereto, the terms of this Agreement shall form the basis for other phases of this particular subdivision, with changes, including changes to the Schedules, as are necessary and appropriate for the applicable phase to be developed.

#### 6.2 Agreement to be Registered

This Agreement may be registered in Phases and shall be registered on the lands outlined by the M-Plan(s) attached hereto as Schedule "K".

#### 6.3 Reserve Allocations

The Developer acknowledges that nothing in this Agreement obligates the Township to allocate water and/or sewage treatment capacity to a specific phase of the development nor does the Township warrant or represent that water and/or sewage treatment capacity will be allocated to the Developer for any Phase, including the Phase over those lands set out in Schedule K. The Developer shall hold Township harmless and releases the Township from all manners of claims, demands, or losses of any kind or manner which could arise from, directly or indirectly, the decision of the Township not to allocate water and/or sewage treatment capacity to it.

#### 6.4 Phasing Plan

The Developer agrees to adhere within reason to the Phasing Plan subject to minor changes of a specific phase, as prepared and submitted by the Developer to the Township for approval in accordance with the requirements set out in this Agreement.

**6.5 Phase Configuration**

The Developer acknowledges that each development phase configuration shall be subject to the approval of the Township, and the Township may, specify based on its engineering requirements which servicing/works that must be completed as part of that phase(s). These servicing/works may require the completion of infrastructure work beyond any one or more phases of development up to and including the completion of all works contemplated by this Agreement. These servicing/works must be completed prior to the issuance of any Building Permit for any lot within the subject phase.

**6.6 Conditions to Phasing Plan**

The Phasing Plan to be submitted by the Developer and approved by the Township prior to entering into this Agreement. Prior to proceeding with this phase, the Developer shall have addressed to the Township's satisfaction the following matters:

- a) sediment and erosion control;
- b) stockpiling and stripping plans including sequences, heights of stockpiles, revegetation and scheduling;
- c) drainage and storm water management works to be completed including any temporary works necessitated by phasing;
- d) dust and nuisance control measures;
- e) public safety measures;
- f) any other temporary works required as a result of phasing or to facilitate phasing such as turning circles, looping watermain, emergency access roads, fencing;
- g) the provision of phased securities; and,
- h) any other matter it may deem necessary to be addressed to ensure to its satisfaction that phasing of the subdivision can occur in a manner pursuant to this Agreement and will represent an appropriate sequencing of development and servicing of the Lands;

**6.7 Modification of Phasing Plan**

The Phasing Plan to be submitted by the Developer and approved by the Township and shall form part of this Agreement as an approved drawing and report in Schedule "J" to this Agreement. Where the Township receives a written request to modify the phasing plan and approves such a request, in its sole and unfettered discretion, the modified phasing plan shall be filed with this executed Agreement in the offices of the Township without necessity of amending the registered Agreement at the Township's sole option.. The Township reserves the right to require additional servicing/works, or modifications to proposed infrastructure

work, as it deems necessary based on its engineering requirement to accommodate a specific phase.

## **6.8 Commencement of Phase**

Prior to commencement of construction of any phase:

- i) all applicable Securities and Development Charges including those as may be required to be provided/paid to the Township as per this Agreement,
- ii) the Township allocates, by by-law, the applicable number of units of sewage treatment and water capacity, which by-law may contain such conditions attached to the granting of the sewage treatment and water capacity as the Township may in its discretion impose;
- iii) any Holding Zone provision and/or Inhibiting Order is to be lifted or removed as applicable;
- iv) notifications as identified in this Agreement are undertaken; and
- v) other provisions as outlined in this Agreement or deemed necessary by the Township to be applicable to a phase, have been satisfied.

## **ARTICLE 7- DRAINAGE**

### **7.1 Overall Grading Plan**

The Developer has retained a civil engineer registered with Professional Engineers Ontario to prepare an overall grading and lot drainage plan. Such plan shall be submitted to and approved by the Township Engineer [the "Approved Grading Plan"]. A copy of the Approved Grading Plan shall be filed with the Township Engineer and the Township's Chief Building Official.

### **7.2 Rough-Grading, Stockpiles and Weed-Free Maintenance**

The Developer shall ensure that all lots or blocks, or parts thereof, forming a part of the Lands shall be rough graded and drained in accordance with the Approved Grading Plan and to eliminate any ponding of water. All drainage works required to accommodate the Approved Grading Plan shall be constructed and installed by the Developer. Any clearing, grubbing or area grading required to implement the Approved Grading Plan must be approved by the Township Engineer prior to the operations on site taking place. The Developer shall also obtain the approval of the Township Engineer for stockpile location. All vacant lots, blocks or parts thereof shall be maintained by the Developer cutting down weeds when required to do so by the Township until the date that a building had been erected on the applicable lot, block or part thereof, failing which the Township may do so at the cost of the Developer.

### **7.3 Individual Lot Plans for Building Lots**

All applications for a building permit for any lot, block or part thereof forming part of the Lands shall be accompanied by a lot plan which shows elevations of top of foundation, garage floor, all lot corners and sufficient other elevations ("Individual Lot Plan") to confirm that the proposed building and resulting lot grading will conform with the Township's servicing standards and the Approved Grading Plan. Any variance between the information shown on

the Individual Lot Plan and the Approved Grading Plan shall require the prior written approval of the Township Engineer.

#### 7.4 Certification of Grading

All applications for written evidence of compliance with the terms of this Agreement for any part of the Lands shall be accompanied by a certification to the Township from a Civil Engineer registered with Professional Engineers Ontario or Ontario Land Surveyor using the form of certification attached hereto as Form 1 which confirms that the building constructed and the grading of the land to be released, is in conformity with the applicable Township's servicing standards, the Individual Lot Plan, and the Approved Grading Plan referred and that any variance from the plan has received the prior approval of the Township Engineer.

### **ARTICLE 8- ACCEPTANCE AND OWNERSHIP OF SERVICES**

#### 8.1 Preliminary Acceptance

Upon the satisfactory completion of each stage of servicing as identified in Article 5.14 and provided that:

- (i) the Township Engineer has given approval of the written certification to be provided to the Township by the Developer's Consulting Engineers that all such services have been constructed and installed in accordance with the approved plans and specifications and this Agreement; and
- (ii) the Developer has paid all monies then payable by it to the Township.

Township may grant Preliminary Acceptance of the applicable services and thereafter the said services shall be subject to the minimum one-year guarantee and maintenance period described in Article 5.12.

#### 8.2 Final Acceptance

Township Council may by resolution grant the Final Acceptance of all the applicable services identified in Article 5.12 at a date at least one year after the date of the Preliminary Acceptance of Stage IV referred to in Article 7.1 for such services, provided Developer has paid all monies payable by it to the Township, and the Township Engineer:

- (i) is satisfied the applicable services have been completely installed;
- (ii) is satisfied that no repairs or maintenance work on the applicable services remains to be completed;
- (iii) is satisfied that all standard iron bars, concrete monuments or monumentation of higher standard which were disturbed in the course of servicing or building, have been restored by or at the expense of the Developer and that a certificate from an Ontario Land Surveyor or other evidence satisfactory to the Township's solicitor has been provided to confirm that all such monumentation has been located and, where necessary, replaced.
- (iv) has approved the formal certification from the Developer's Consulting Engineers to the Township certifying that all applicable works and services have been completely



installed in accordance with the approved plans and specifications and this Agreement; and,

- (v) has received hard copies of all as-recorded drawings and electronic copy thereof including the Approved Grading Plan.

### 8.3 Acceptance During Winter Months

The Township may not issue Preliminary or Final Acceptance during the months of December, January, February or March in each year based on weather conditions or at any other time when inspection of services is impractical in the sole opinion of the Township.

### 8.4 Use of Service Before Final Acceptance

The Developer agrees that the Township shall have the use of the services to be provided pursuant to this Agreement for the purpose for which each such service was designed and further that Township employees, agents and/or contractors may, on no notice, make emergency repairs to such services. The exercise by the Township of its powers under this Article shall not be deemed to be an acceptance of such service, an assumption of any liability associated with such service or a waiver of any rights of the Township to enforce its rights under this Agreement. Until final acceptance of all services has been granted pursuant to Article 8.2, the Developer shall maintain signs as referred to in clause (iii) of Article 2.5 at each point of entry to the subdivision stating that the services including the streets have not been assumed by the Township.

### 8.5 Ownership of Services

Upon the issuance to the Developer of the Final Acceptance Certificate the ownership of the services described in such certificate (except grading) shall vest in the Township and the Developer shall have no claims or rights thereto, other than those accruing as an owner of land abutting the streets in which such services are installed.

## **ARTICLE 9- DEADLINE FOR COMPLETION OF SERVICES**

### 9.1 Two-Year Deadline

In addition to the provisions of Article 19.1 herein, the Developer shall complete the construction and installation of services described in Article 5.1 and the rough grading required by Article 7.2 within twenty-four (24) months from the date on which the construction of services was commenced, failing which the Township may demand an increase in the amount of security or draw upon the existing security to complete such services or works.

## **ARTICLE 10- FINANCIAL ASSURANCES**

### 10.1 Type and Amount of Security

Prior to commencing any work the Developer shall deposit with the Township cash, or an irrevocable standby letter of credit from a Canadian chartered bank or credit union acceptable to the Township and in a form approved by the Township based upon Form 2 attached to this Agreement [the "security"] to secure and guarantee to the Township due performance of the

Developer's obligations, including, without limitation, those obligations relating to the provision of municipal services and all financial obligations of the Developer, present and future, pursuant to this Agreement and the security shall be in an original sum of not less than 100% of the value of the municipal and engineering services and rough grading required by this Agreement plus applicable taxes. In the event that a letter of credit is provided then the Township shall be named as beneficiary/secured party therein.

If a Pre-servicing Agreement has been entered into, the amount of securities required by this Agreement shall be as per Article 10.3 namely an amount equal to one hundred and fifteen (115%) percent of the cost of work remaining to be completed plus ten (10%) percent of the completed work costs, as estimated by the Developer's Engineers and verified by the Township Engineer. The Developer's engineer shall determine the amount of the remaining work which shall be verified by the Township Engineer.

In order to guarantee site servicing and the due performance of its covenants for this Agreement, the Developer shall provide a current security financial report (Securities Reconciliation Report) for each project phase in the development, the Township's Engineer shall certify the amount of securities and the Township accept the required amount of securities for inclusion in Schedule "F" of this agreement.

Prior to registration of this Agreement and during the term of this Agreement, the Developer shall maintain a Letter of Credit ("Letter of Credit") or cash security in the amount of \$1,000,000.00. This irrevocable letter of credit will be maintained on a go forward basis to provide assurance for security for this agreement and future phases of the Developer's residential development projects. As new phases come forward for development and as infrastructure within each phase of the developments are completed, the amount of securities required will increase and decrease from time to time. If the aggregate amount of the total securities required to satisfy the Township's assurance of the Developer's due performance in this and other agreements increases above \$1,000,000.00 the Developer will provide the required security in the amount of \$100,000.00 increments to satisfy the Township requirements. Prior proceeding with subsequent phases/development, or any reduction in securities, the Developer's engineering consultant will provide a Securities Reconciliation Report (SRR) based on the work completed by the Developer and Developer's security in place with the Township. This SRR will provide a recommendation regarding adequacy of the current level of security and adjustment needed if applicable. The Township Engineer will review this report and provide a recommendation to the Township.

## **10.2 Valuation of Services**

The value of the various services and rough grading for the purposes of the preceding paragraph shall be based on the cost estimates of the Developer's engineers, as approved by the Township Engineer, and adjusted as necessary to be equal to 100% of the contracted price plus the estimated engineering costs, contingencies and HST.

## **10.3 Reduction of Security**

As work is completed and Preliminary Acceptance referred to in Article 8.1 is granted by the Township for any sections of the work, the security may be reduced to an amount equal to one hundred and fifteen (115%) percent of the cost of work remaining to be completed plus ten (10%) percent of the completed work costs, as estimated by the Developer's Engineers and verified by the Township Engineer. This security shall remain in place until Final Acceptance referred to in Article 8.2 is granted by the Township. In no case will the security required under this Section be reduced to less than Fifty Thousand (\$50,000.00) Dollars until the issuance of the certificate of Final Acceptance for all services as provided in Article 8.2.

Notwithstanding the foregoing, the amounts contemplated in this section 10.3 will be offset by the securities posted as per the Pre-Servicing Agreement and shall not be in addition and should be adjusted as per the conditions set out therein. Furthermore, and notwithstanding the foregoing, nothing in the Pre-Servicing Agreement shall restrict the Township from drawing upon the securities posted pursuant to this Agreement for the purposes so authorized herein.

#### 10.4 Authority to Draw Upon Security

The Developer specifically authorizes the Treasurer of the Township to draw upon the security provided pursuant this Agreement and to use such monies to pay for any costs or expenses incurred by the Township including without limitation costs or expenses arising from damages or deficiencies caused by the Developer or the Developer's contractors or agents, successors or assigns, in connection with or relating to the development governed by this Agreement and/or to satisfy any financial obligation or other obligation of the Developer to the Township pursuant to the terms of this Agreement when due.

10.5 Any security required by Hydro One or any other agency, shall be in addition to the security required by this agreement.

10.6 If the Township makes a demand for additional security or Letter of Credit pursuant to the provision of this Agreement, or if the Township has drawn upon the security or Letter of Credit pursuant to his Agreement, and the Developer has failed to deposit such additional security or Letter of Credit with the Township within fourteen (14) days or to replenish such security or Letter of Credit within (14) days, the Developer shall be deemed to be in breach of this agreement and the Township may issue a stop work order.

10.7 If in the sole opinion of the Township, there is a default under the terms of this Agreement the Letter of Credit or cash security may thereupon be drawn or cashed in whole or in part.

### **ARTICLE 11- INDEMNIFICATION AND LIABILITY**

#### 11.1 Indemnity

The Developer, its assigns and successors in title, agree that they shall indemnify and save harmless the Township and its servants and agents from all actions, causes of action, suits, claims, demands, losses, costs, charges and expenses of every nature and kind whatsoever by whomsoever made, brought or prosecuted, including legal fees, which the Township and its servants and agents may incur, be put to or have to pay, which may arise either directly or indirectly by reason of: any activity of the Developer, its employees, servants, agents, contractors, and subcontractors being negligent in executing the work under this Agreement; the installation of any works or services required under this Agreement; the failure of the Developer to complete the installation of the work required under this Agreement; because of or on account of the ownership, construction, use, existence, or maintenance of the property described in this Agreement; the exercise of the Developer's powers under this Agreement; or, the neglect of the Developer or its employees, servants, agents, contractors, subcontractors or others for whom the Developer is responsible at law in exercising its said powers. Without limiting the generality of the foregoing, the Developer and its assigns and successors in title agree to indemnify and save harmless the Township and its servants and agents for any issues related to the alteration of any grade or existing level construction, the maintenance or repair of any street within the subdivision, or by reason of the failure, neglect or omission of the Developer to do anything agreed to be done pursuant to this Agreement or by reason of any act or omission of the Developer, including failure of the Developer to comply

with the *Construction Act, R.S.O. 1990*. This provision shall apply even after the subdivision has been assumed if the act or omission of the Developer took place prior to assumption.

#### **11.2 Marketing Prior to Allocation(s)**

If Developer markets or sells or enter into Agreements to sell such lots to home buyers, and if the Developer should do so with respect to individual lots prior to allocation of water and/or sewage capacity by the Township, among other remedies available to the Township, it will indemnify the Township from all demands, claims, losses, that may be asserted against the Township arising therefrom.

#### **11.3 Liability Insurance**

Prior to any construction of services or other work pursuant to this Agreement the Developer shall provide to the Township proof of the following policies of insurance:

- (i) Commercial general liability insurance applying to all operations of the Developer which shall include coverage for bodily injury or death, broad form property damage, products and completed operations liability, owner's and contractor's protective liability, blanket contractual liability, contingent employer's liability, non-owned automobile liability and shall include cross liability and severability of interest clauses. This policy shall contain no exclusions for damage or loss from vibration, pile driving, the removal or weakening of support, shoring, and underpinning, or from any other activity or work that may be done in connection with the development of the subdivision. Such policy shall be written with limits of not less than Five Million Dollars (\$5,000,000.00) exclusive of interest or costs, per occurrence and shall include the Developer, the Township, the County, and each of their respective employees and agents as an additional insured;
- (ii) Automobile liability insurance with an inclusive limit of liability of Two Million Dollars (\$2,000,000.00) on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the development of the Subdivision including legal liability for damage to non-owned automobiles coverage and/or cargo insurance. The policy must provide coverage for bodily injury or death or property damage arising out of the ownership, use or operation of all owned and/or leased automobiles. In the alternative, upon request by the Township, the Developer shall provide the Township with an indemnity in favour of the Township in the event of a breach or accident involving any vehicle for which it is directly or indirectly responsible on the site. The Developer acknowledges that it is responsible to obtain the necessary insurance to cover all construction-related vehicles entering and exiting the site and that proof of insurance will be provided upon request and to the satisfaction of the Township;
- (iii) Environmental pollution liability with the following: general aggregate: Two Million Dollars (\$2,000,000.00); per occurrence: Two Million Dollars (\$2,000,000.00); and, Deductible: One Hundred Thousand Dollars (\$100,000.00).
- (iv) The insurance premium has been prepaid for a period of not less than one (1) year;
- (v) The Developer shall also provide the Township satisfactory evidence of insurance coverage from the Developer's contractors that mirrors the requirements set out in paragraphs (i) to (iv) above prior to commencing the performance of any of the works or services and shall continue to do so until 24 months following assumption of the work.

- (vi) The policy shall specify that the policy shall not be cancelled or allowed to expire unless prior notice by registered letter has been received by the Township from the Insurance Company, or its agent, thirty (30) days in advance of the cancellation or expiry date.

- 11.4 If the insurer gives notice of cancellation, to the Developer, the Developer shall within thirty (30) days secure a new insurance policy and provide notice to the Township, failing which it will be deemed to be in breach of this Agreement.
- 11.5 The policy may contain an exclusion for blasting. Blasting shall not be undertaken without the written consent of the Township and without blasting insurance satisfactory to the Township. The giving of consent by the Township does not relieve the Developer from any liability for damage caused by such blasting
- 11.6 The issuance of a policy of insurance shall not be construed as relieving the Developer from responsibility for other or later claims or claims in excess of the limits of the policy, if any, for which it may be held responsible.
- 11.7 Should the Developer fail to maintain the proper insurance coverage, the Township may draw on the security posted by the Developer to pay any and all costs required to replace or maintain the proper insurance coverage.
- 11.8 The Developer shall provide annually to the satisfaction of the Township's Treasurer a copy of the certificate of insurance required pursuant to this Agreement.

## **ARTICLE 12- DEVELOPER'S ADDITIONAL OBLIGATIONS DURING SERVICING**

### **12.1 Construction Liens**

Notwithstanding anything contrary contained in this Agreement, the Developer hereby agrees that the filing of any liens pursuant to the *Construction Act, R.S.O. 1990as* amended, with respect to the services required by this Agreement, shall constitute a default by the Developer of the terms of this Agreement and shall entitle the Township to draw on any security required by this Agreement and to use the said draw to make payment into court of the holdback, together with costs. The Developer agrees that when it applies for a release of securities or for Preliminary Acceptance of the services or any part thereof or for a Certificate of Final Acceptance, it shall, if requested, supply the Township with a Statutory Declaration that all accounts for services and materials for such services have been paid, except the normal construction lien holdbacks, and that there are no claims for liens or otherwise in connection with such services or materials supplied for or on behalf of the Developer in connection with this Agreement.

### **12.2 Control of Dust and Other Nuisances**

The Developer agrees to control dust, dirt, mud, construction refuse and other nuisances on the streets adjacent to the proposed development and on any adjoining streets whether under the jurisdiction of the Township or other authority. The Township reserves the right to give written notice to the Developer to take remedial action if in the Township Engineer's opinion dust, dirt, mud or other nuisance from the development causes problems or complaints; if the necessary remedial action has not been taken within forty-eight (48) hours or the delivery of such notice to the Developer or its Engineers, then, in addition to any other remedies available to it, the Township shall have the right to take such remedial action as specified in the written notice itself and the costs of same shall be paid forthwith by the Developer to the Township.

**12.3 Construction Refuse and Debris**

The Developer, and each subsequent owner of any part of the Lands shall regularly dispose of all construction refuse, debris or weeds in an orderly and sanitary fashion whether such items result from site servicing or house building or any other source related to the development of the site. If the Developer or a subsequent owner of any part of the Lands fails to remove and dispose of construction refuse and debris to the satisfaction of the Township Engineer, the Township may give written notice to the Developer or applicable owner requiring proper disposal. If the Developer or any subsequent owner of part of the Lands fails to dispose of the refuse, debris or weeds within forty-eight (48) hours after having received a written request from the Township so to do, then, in addition to any other remedies available to it, the Township may, without further notice, undertake such removal and disposal and the costs thereof shall be paid by the Developer or owner receiving the notice forthwith upon demand, which costs shall include all expenses incurred by the Township in carrying out such removal and disposal, and until paid such amounts shall constitute a charge against the applicable land and may be paid from the security pursuant to Article 10 or from the Building Deposit held by the Township pursuant to Article 14.1, as the case may require.

**12.4 Construction Traffic**

The Developer shall co-ordinate all construction traffic associated with the development in a manner which causes the least disruption to existing developed areas and shall implement recommendations of the Township Engineer with respect to site access.

**12.5 Storage of Construction Materials**

The Developer covenants that at no time shall construction material for services or buildings to be constructed on the Lands be stored or stock-piled on any street allowance or other municipally-owned lands.

**12.6 Township Waste Collection Services**

Township Waste Collection Services at locations with occupancy on the normal cart schedules for Township Collection Zones applicable for the development. If waste collection trucks cannot access the streets due to construction parking issues or materials on the roadway, the Township will contact the Developer's site supervisor and the Developer will be responsible for these collections that are missed due to the above circumstances.

**12.7 Unaccounted Potable Water Usage**

The Township reserves the right to have all water usage accounted for in the construction phase. A temporary water meter will be installed, provided by the Township at a location specified by the Developer to be charged at the regular billing intervals to the Developer. In specific, winter mortar mixing operations will not be permitted to free flow water continually to the environment. The connections for winter water construction supply must be metered in an area that can be insulated and/or heated to prevent freezing conditions.

**12.8 Sewer Use By-law**

The Developer agrees that construction of all services and residences within the development contemplated by this Agreement shall adhere to the requirements of the Township's Sewer Use By-Law in effect as amended from time to time. Under no circumstances shall surface or groundwater drains be connected to the Township's municipal sanitary sewer system.

**12.9 Payment of Township's Costs**



The Developer agrees to pay all reasonable costs and expenses, including engineering, planning, administrative and legal fees incurred by the Township and, if required for extra Council meetings, as a result of the Developer's development proposal and its obligations pursuant to this Agreement. Invoices for such costs and expenses shall be paid by the Developer within thirty (30) days of the date of delivery of the invoice; delivery shall be deemed to have been made on the third (3<sup>rd</sup>) day after mailing. The Developer shall deposit with the Township the sum of Ten Thousand (\$10,000.00) Dollars as an administrative deposit ("Administrative Deposit") to ensure the prompt payment of the Township's costs under this Article. In the event that the Township draws from the Administrative Deposit, the Developer shall forthwith replenish the Administrative Deposit upon request by the Township to do so.

#### **12.10 Penalty and Interest on Late Payments**

In addition to any other provision in this Agreement, in the event the Developer fails to make any payments to the Township as required by this Agreement or fails to pay any invoice or statement issued pursuant to this Agreement within thirty (30) days, then the Developer shall be declared to be in default under this Agreement and the said amount payable thereunder plus an administration fee equal to ten (10%) percent of such amount shall then be payable. The Township may make the payment from the Administrative Deposit referred to in Article 12.9. Until the required amount has been paid and the Administrative Deposit reinstated to the original amount of such deposit any sum owing to the Township shall bear interest at the rate of five (5%) percent above the prime per annum interest rate charged from time to time by the Canadian Imperial Bank of Commerce (the "Bank") calculated monthly and payable monthly, with such interest rate to be adjusted from time to time on the same basis as prime interest rate adjustments are made by the Bank, and, in addition to any other remedy, the Township shall have the option to withhold building permits for any parts of the Lands.

#### **12.11 Fill Importation Requirements**

If the Developer intends to import or export fill from, onto, or off of the subject site, the Developer shall prepare and implement a Soil Testing, Site/Soil Management, and Reporting Protocol to address the following to the satisfaction of the Township:

- i) Report to the Township test results of soils, prior to the material being received by the Developer at the frequency recommended by the Developers' environmental consultant and not less than once per week and /or one test per four hundred (400) tonnes of material received;
- ii) Report to the Township that the actual test results of the soils being received by the Developer will be provided to the Township and in addition the Developer giving a report that states that the material is in accordance to Provincial standards, and that the material is suitable for the intended use and poses no risk to the existing natural environment and local ground water. This report is to be submitted to the Township for comment prior to the material being placed on the Lands;
- iii) Inspection and management protocols of the operation to ensure that only tested material is being received; and
- iv) Incorporate a reference to the MECP documents dated January, 2014, titled "Management of Excess Soil – A Guide for Best Management Practices" and dated April 15, 2011, titled "Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act".

- v) Should a Site Alteration Agreement be provided for the Lands, such an agreement supersedes this Section 12.11 to the extent that they are inconsistent.
- vi) Inspection and management in accordance with O. Reg. 406/19, titled "On-Site and Excess Soil Management".

## **ARTICLE 13- DRIVEWAY LOCATIONS, MAILBOXES AND ROADS**

### **13.1 Timing of Driveway Cuts**

Curb cuts shall generally not be made or permanent driveway ramp installed until the foundation of the dwelling unit to be served by that particular driveway entrance has been completed. If the Developer proceeds, at their option, to install a driveway cut in advance of the foundation of the dwelling unit, the developer/transferee shall be committed to that driveway location for that lot as part of this agreement and no Building Permit shall be issued for this lot that does not reflect the driveway at that location. The Developer shall be responsible for damage, if any, to the remaining curb.

### **13.2 Approval of Driveway Locations**

All driveway entrances or cuts shall be constructed or made at a location and in a manner approved by the Township Engineer.

### **13.3 Driveway Standards**

All driveway ramps shall be constructed in accordance with the Township's servicing standards and shall be paved from the traveled portion of the street allowance to the concrete sidewalks as part of the municipal services described in Schedule "G" attached hereto. Where no sidewalk is to be provided, such ramps shall be paved from the traveled portion of the street allowance to the front lot line.

### **13.4 Cost of Driveways**

The Developer or its successors in title shall be solely responsible for the cost of driveway construction from the concrete sidewalk, where provided, to each front lot line as well as on each of the lots.

### **13.5 Canada Post**

The Developer shall enter into an agreement with Canada Post with respect to the location of Canada Post pickup and delivery boxes. The Developer shall advise Canada Post to confirm the location of the mail boxes, and inform the Township Engineer, prior to undertaking any work.

The Developer shall provide the following for each Community Mailbox location:

- (i) an appropriately sized sidewalk section (concrete pad), as per municipal standards, to place the Community Mailboxes on;
- (ii) any required walkway across the boulevard, as per municipal standards; and,
- (iii) any required curb depressions and tactile plates for wheelchair access.

The Developer shall provide suitable temporary Community Mailbox locations which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox site locations to enable Canada Post to provide mail service to new residents as soon as possible as homes are occupied.

### 13.6 Roads

With respect to roads giving access to the roads in the plan of subdivision and with respect to roads being constructed, the Developer agrees:

- (i) that it shall maintain the roads giving access to the plan of subdivision in good condition (as determined by the Township, acting reasonably) and shall keep those roads free of any mud, dust, debris or obstructions. In particular, the Developer is responsible to take such action it deems necessary to resolve any disputes which may arise with the persons or companies responsible for the maintenance of unassumed roads. The Township may request a release from the persons or companies responsible for the maintenance of those unassumed roads indicating that they have no claim against the Township for damage to the unassumed road. If a release is requested, the Township will not grant final acceptance as contemplated by this agreement until that release is provided. Any such releases shall be in a form acceptable to the Township;
- (ii) that it shall keep all roads within the plan of subdivision in good repair;
- (iii) that once the roads within the plan of subdivision are constructed, it shall take all steps necessary to ensure that they are kept reasonably free of mud, dust and debris;
- (iv) that it shall take all necessary steps:
  - (a) to ensure that the travelled portion of all roads are kept clear of obstruction;
  - (b) to ensure that the travelled portion of the roads are not used as a storage area for goods and materials;
  - (c) to ensure that the free flow of traffic both for emergency vehicles and the general public is maintained at all times;
- (v) that once houses have been constructed but before final acceptance, to take all necessary steps:
  - (a) to ensure the free flow of traffic for emergency vehicles; and,
  - (b) to maintain reasonable access for Township services, including, but not limited to, garbage collection, snow plowing and hydrants; and
- (vi) to comply with the reduced load limits which may be in force.

## **ARTICLE 14- BUILDING DEPOSIT REQUIREMENTS**

### 14.1 Amount of and Reasons for Deposit

The Developer, shall, at the time of first applying for a building permit for a parcel of land

forming a part of the Lands, deposit with the Township a Building Deposit, equal to the sum of \$50,000.00 for all building permits to be issued to the Developer (up to a maximum of 50 permits/phase at any one time) where the Developer is a residential builder in this subdivision. The Building Deposit shall be in addition to any other securities posted by the Developer. To the extent that the Developer is a builder in this subdivision and the applicant for permits, this section 14.1 shall supersede the requirement to pay the building department charge as per Township of Southgate by-law 86-2014 & 43-2016. Where anyone other than the Developer applies for a building permit, or for each building permit issued to the Developer in excess of the maximum 50 permits/phase for which the initial \$50,000.00 referred to above has been posted, or for each building permit that has yet to be closed with a final building inspection certification/release at or after the time that the Township issues Final Acceptances for a phase, the sum of \$4,000.00 per permit (subject to section 14.3 herein) shall be posted or otherwise continue to be held, as the case may be, with the Township. Within thirty (30) calendar days following closing the final permit for that phase of the subdivision, the Building Deposit will be released to the Developer. The Building Deposit (in addition to any other securities posted by the Developer) is intended to ensure that:

- (i) any damages caused to municipal services or facilities adjacent to the construction site during construction of the residence are suitably repaired in accordance with municipal servicing standards and have been inspected and approved in writing by the Township Engineer and that all construction debris is properly disposed of in accordance with Article 12.3;
- (ii) that the parcel for which the permit is requested is graded in conformity with the Approved Grading Plan referred to in Article 7.1 and the Individual Lot Plan referred to in Article 7.3;
- (iii) that all Ontario Building Code matters or requirements relating to the occupancy and the completion of the residence have been completed and approved by the Township's Chief Building Official; and, if applicable.
- (iv) that the required tree(s) in the boulevard at the front of the lot and in the event of a corner lot at the side of the lot has/have been planted and driveway cuts and driveway ramps have been completed as required by this Agreement.

In the event that the residence with respect to which the deposit was paid is occupied prior to the satisfaction of Ontario Building Code occupancy requirements, the whole of the Building Deposit shall be forfeited to the Township.

#### **14.2 Use of Deposit Monies**

The Township reserves the right to give notice to the applicant for the building permit and the then registered owner of such parcel and its duly authorized contractor, if known, that unless one or more of the matters outlined in subclauses (i) to (iv) inclusive of Article 14.1 are completed to the satisfaction of the Township Engineer or Chief Building Official, as the case may be, then the Township, through its agents, contractors or employees and with or without equipment, shall have the right to enter upon the said parcel and complete or rectify the matters referred to in the notice aforesaid and to pay for all of the costs incurred by it from the said Building Deposit monies. No part of the Building Deposit monies shall be repaid to the owner, or the owner's designate, until the Township Engineer has confirmed that subclauses (i), (ii) and (iv) of Article 14.1 have been satisfied and that the Chief Building Official confirms that subclause (iii) of Article 14.1 has been satisfied.

14.3 Increases to Deposits

The amount of the Building Deposit described in this Article may be increased at the Township's discretion.

14.4 Cash or Letter of Credit

The Building Deposit may be paid to the Township in cash or by delivery to the Township's Treasurer of an irrevocable standby letter of credit in a form approved by the Township based upon Form 2 attached to this Agreement.

## **ARTICLE 15- BUILDING PERMIT REQUIREMENTS**

15.1 Permits Not Assured

The execution of this Agreement by the Township shall not be deemed to give any assurance that a building permit when applied for shall be issued.

15.2 Prerequisites for Permits

The Chief Building Official shall not issue a building permit(s) for the Lands until the following conditions have been fulfilled:

- (i) Any Holding "H" provision in the zoning by-law affecting the parcel has been removed;
- (ii) Preliminary Acceptance as per Article 8.1 has been granted for Stage 1 and Stage II services;
- (iii) the Individual Lot Plan detailed in Article 7.3 has been approved by the Township for the parcel of land for which a permit is required;
- (iv) the Township has received payment of any monies to be paid pursuant to Article 4.3 and any applicable Development or Educational Development Charge;
- (v) all municipal taxes are paid in full in respect of all the Lands;
- (vi) the security required by Article 10 is in good standing;
- (vii) the Building Deposit described in Article 14.1 has been paid to the Township;
- (viii) The plan(s) of subdivision (or applicable phase thereof) has (have) been registered on the title of the property;
- (ix) The dwelling unit shall be included in and benefit from the current Ontario New Home Warranty Plan, as amended or replaced;
- (x) The Developer has complied with all of the provisions of this agreement, the plans, and the additional plans to the date of such application;
- (xi) the application complies with applicable law; and,
- (xii) For Lots 301 to 310, 376 and 377, the Highway 10 works have been completed to the satisfaction of the MTO and Township.

15.3 Refusal to Issue Permit if Developer in Default

The Township shall have the power to refuse to grant building permits for any lot(s) in the plan(s) at any time when the Developer is in default under this Agreement.

## **ARTICLE 16- OCCUPANCY REQUIREMENTS**

### **16.1 Compliance with Ontario Building Code**

Occupancy of a residence shall not be permitted until:

- (i) The applicable requirements of the Ontario Building Code have been satisfied;
- (ii) all Stage I, II and III services have been completed and Preliminary Acceptance issued for same;
- (iii) The Sanitary sewage pumping station within Phase 10 has been commissioned to the satisfaction of the Township and is fully operational;
- (iv) A water and hydro meter have been installed for the residence meeting Township and Hydro One respective specifications;
- (v) Driveway cuts have been made in the curbs at the approved locations, and granular base has been installed in the driveway ramps; and,
- (vi) For Lots 301 to 310, 376 and 377, the Highway 10 works have been completed to the satisfaction of the MTO and Township.

### **16.2 Enforcement of Occupancy Permit Requirement**

In addition to the requirements of Article 16.1, no residence shall be occupied or used for residential purposes until the Chief Building Official has permitted occupancy following an inspection by the Chief Building Official or his/her designate confirming that all requirements of the Ontario Building Code concerning occupancy have been satisfied with respect to such residence. In the event of a breach of this requirement the whole of the Building Deposit shall be forfeited to the Township and the Township through its agents, employees or contractors, with or without equipment, shall be authorized, at its option, to enter upon the parcel of land to rectify any matter that is deficient or requires repair.

## **ARTICLE 17 -BUILDING CONSTRUCTION**

### **17.1 Ontario New Home Warranty**

All dwelling units built within the plan of subdivision shall be included in and benefit from the current Ontario New Home Warranty Plan, as amended or replaced.

### **17.2 Design and Siting**

The Developer shall ensure that the siting of dwellings on lots or blocks is supervised in such a manner as to avoid conflicts with underground and surface works within road allowances.

### **17.3 Numbering of Lots**



So that each lot may be identified from the street, the Developer agrees to adopt a system of lot identification for each lot from the time the basement is completed until such time as the house number is affixed to the house. The number may, at the option of the Developer, be painted on the basement wall of the house facing the street on which it fronts.

#### **17.4 Construction**

The Developer shall require builders:

(i) to obtain the Township's approval with respect to the location of the temporary site and sales offices;

(ii) to carry out the construction of all buildings in a manner satisfactory to the Township's Chief Building Official;

(iii) to acknowledge that the Township may not be able to provide adequate fire protection while the houses are under construction until the watermains which service the plan of subdivision are connected to the existing Township watermains as contemplated by the plans;

(iv) to provide each dwelling unit with a water meter, which is installed, and made operational in accordance with the Township's Municipal Servicing Standards and to ensure that the water meter is working properly at the time the ownership is transferred to a subsequent purchaser, after which the Township will be responsible for the maintenance of the water meter;

(v) to not proceed with construction of any building past the basement stage until it has delivered to the Chief Building Official certification of the following:

(a) that the elevation of the foundation, the underside of the footings and the garage floor (if poured and completed) comply with the levels shown on the approved site grading and elevation plans and the approved lot grading plan;

(b) the location of the foundation on the site, such certificate to be provided by a Registered Professional Engineer or Ontario Land Surveyor;

(c) the Geotechnical Consultant's report for the footing excavation if same has been inspected/approved by the Developer's Geotechnical Consultant at the option of the Developer or as may be required by the Township, acting reasonably.

(vi) that should the location and/or elevation of the foundation not conform to the approved plans, construction shall not proceed until such time as the Public Works Manager and the Chief Building Official approve the location and/or elevation of the foundation;

(vii) to employ construction methods to prevent the spread of fire within the plan of subdivision. Specifically, and not so as to limit the generality of the foregoing, the Developer shall not construct more than seven (7) dwelling units in a row of abutting lots without providing a fire break. A fire break may consist of a finished structure, a basement structure without framing, a fire-rated wall between units in a townhouse structure or a vacant lot;

(viii) to post a copy of the overall Approved Grading Plan and a copy of the subdivision sign (as per 5.14) in a conspicuous place in its sales office, as soon as they are available, so that the plan(s) may be easily seen by prospective purchasers of dwelling units and/or lots;

- (ix) to install the eavestrough and downspouts on the units so that they discharge in accordance with the details shown on the Site Plans, as contemplated by this agreement.

#### 17.5 Site Control

The Developer shall require builders:

- (i) to ensure that unoccupied lots and blocks do not become unsightly, by the accumulation of garbage, debris or builders' waste. All construction refuse and debris must be disposed of in an orderly and sanitary fashion and in a manner approved by the Township and the Developer agrees to obtain a similar covenant from each purchaser of vacant lands;
- (ii) to ensure that:
  - (a) they shall not use the travelled portion of the road allowances for the storage of goods and materials and that any such storage shall be at least three (3) metres from the curb;
  - (b) they shall keep the road allowances clear of building debris and obstruction;
  - (c) they shall do everything in their power to keep the road clear for the free flow of traffic for emergency vehicles and the general public; and,
  - (d) the fire hydrants are kept clear and accessible for use by the and its fire department for fire protection and watermain flushing as required.
- (iii) to work with the Township to co-ordinate efforts towards a satisfactory and reasonable garbage collection system during early occupancy stages of the plan of subdivision.

#### 17.6 Site Access Condition

If the builder should use the travelled portion of the road allowance for the storage of goods and materials, or should fail to keep the travelled portion of the road allowance clear of building debris and obstructions, or should otherwise fail to keep the travelled portion of the road clear for the free flow of traffic for emergency vehicles and the general public, the Township may, at its option, go onto the property and remove such goods and materials, building debris and obstructions, and do such work as may be necessary to keep the travelled portion of the road clear for the free flow of traffic for emergency vehicles and the general public. Any work completed by the Township to restore traffic access shall be at the Developer's expense.

### **ARTICLE 18- COVENANTS TO BE REGISTERED ON TITLE**

#### 18.1 Covenants on title

The Developer shall incorporate the conditions and covenants set out in Schedule "H" as covenants and restrictions in all deeds for parts of the Lands which run with the land in perpetuity for the benefit of the abutting lands, roads and streets, as the case may be.

## **ARTICLE 19- LAPSING OF AGREEMENT**

### **19.1 Three-Year Deadline to Commence Work**

The parties agree that unless required security has been provided pursuant to Article 10 and construction of services commenced within three (3) years from the date of this Agreement, the terms of this Agreement shall lapse, and a new agreement shall be required.

### **19.2 Servicing Allocation Deadline to use**

Upon any one of the following events occurring, namely, (i) this Agreement lapses in accordance with the provisions of this Agreement herein; or (ii) the water and/or sewage capacity allocations as assigned by phase, have not been utilized to the extent required pursuant to any applicable Township by-law then in force and effect; or (iii) if after 3 years from the date on which both this agreement and the Final Capacity Allocation Agreement have been signed by the parties, the water and/or sewage capacity allocations granted by the Township have not been utilized; then the Developer shall relinquish any water and sewage capacity that the Township has allocated to its development, and the Township may thereafter reallocate part or all of such capacity to other persons or entities as it shall see fit. Any new agreement entered into between the Township and the Developer shall include any new requirements and specifications then being imposed by the Township upon subdividing owners. Alternatively, the Township may, but is not obligated to, extend the deadline. In the event that the Developer enters into a new agreement, the Township does not warrant that all or any of the allocated water and/or sewage capacities will be reallocated to the Developer, and the Developer shall hold the Township harmless if less or no water and/or sewage capacity is allocated to it.

## **ARTICLE 20 - STOP WORK ORDERS**

20.1 The Township's Chief Administrative Officer may issue a development stop work order pursuant to this Agreement:

- i) if the construction or installation of the works and services contemplated by the plans, the additional plans and this agreement are not being complied with (the determination of which shall be in his sole discretion);
- ii) if the Developer has failed to commence to construct the works and services or having commenced such works and services, fails to proceed with reasonable speed to complete the same; or,
- iii) if the Developer is in any other breach of the plans, and the additional plans, or this Agreement.

20.2 A stop work order shall not be issued until after the Chief Administrative Officer has given to the Developer five (5) days (not including Saturday, Sunday, or statutory holidays) notice in writing outlining the matter or matters which are of concern and the Developer has not, in his opinion, taken reasonable steps to rectify such matter or matters. Notwithstanding the foregoing, if at any time the Chief Administrative Officer considers that any situation or condition is unsafe, damaging to the environment or contrary to the provisions of any applicable laws, the Developer shall forthwith do, cause to be done or refrain from doing any act or thing as directed by the Chief Administrative Officer; If the Developer fails to comply

with such direction forthwith, the Township may take any action it deems necessary including, without limiting the foregoing, issuing an immediate development stop work order.

- 20.3 If a stop work order has been issued and the Developer fails to stop work the Developer shall be deemed to be in breach of this agreement.
- 20.4 If a stop work order has been issued, work shall not begin again until the Developer has made arrangements that are satisfactory to the Chief Administrative Officer to rectify the breach or to correct the improper construction or installation of works and services.
- 20.5 A stop work order may be restricted in its term to the installation or construction of specific underground or above ground services, or to a specific site or area. If it is so restricted, it shall not affect the continuing installation or construction of other services or to work on other sites or areas.

## **ARTICLE 21 - BREACHES OF AGREEMENT**

21.1 The Developer shall be deemed to be in breach of this agreement if there is:

- (i) failure to commence construction of the works and services contemplated by the plans, the additional plans, and this agreement, within the time contemplated in this agreement;
- (ii) failure to complete construction of the works and services contemplated by the plans, the additional plans, and this agreement, within the time contemplated by this agreement;
- (iii) failure to remedy any defect in construction of the said works and services, within the time contemplated by this agreement;
- (iv) failure to properly maintain the said works and services as per this agreement;
- (v) failure to install and maintain adequate siltation control devices;
- (vii) unauthorized use of underground services;
- (viii) failure to ensure that the contractors and builders use the designated construction access for the plan of subdivision, to the extent applicable;
- (ix) failure to keep the roads in the plan of subdivision:
  - (a) free of mud, dust and debris;
  - (b) clear of obstructions;
  - (c) free from the storage of goods and materials; and,
  - (d) clear for the free flow of traffic for emergency vehicles and the general public;
- (x) cancellation of any security given to guarantee performance of this agreement by the person, corporation or other body issuing such security;
- (xi) cancellation of the liability insurance policy deposited by the Developer with the Township pursuant to the terms of this agreement,
- (xii) any other breach of the plans, additional plans, or this agreement;

and the period for curing or commencing to cure the breach, if any, has expired as set out in this Agreement. Notwithstanding anything in this agreement to the contrary, if the Township is of the opinion that the Developer is in breach of this agreement, the Township shall notify the Developer of such breach, stipulating in such notice the particulars of the breach and the action required by the Developer to remedy the breach. The Developer shall be permitted five (5) days from the Developer's receipt of the said notice to cure the breach, or, if the breach cannot reasonably be cured within such period, to commence to cure the breach and to proceed diligently thereafter to cure the breach, during which time the Developer shall not be in breach of this agreement. Notwithstanding the foregoing, in the event the Township, in its sole discretion, determines that emergency repairs are required, the Township may undertake such emergency repairs without providing the notice referred to above.

- 21.2 The Developer acknowledges and agrees that, in addition to any other remedy which the Township may have under this agreement, it may enforce any of the provisions hereof by means of a mandatory order or injunctive relief, and the Developer consents and acquiesces to the jurisdiction of the courts and the appropriateness of such remedies.

## **ARTICLE 22 - ARBITRATION**

- 22.1 If a dispute develops between the Township and the Developer as to whether an item is or is not a deficiency, as to whether or not the Township's Public Works Manager should notify the Developer that the services have been properly constructed or installed, as to whether or not the Clerk should issue a Certificate of Preliminary or Final Acceptance of the services, or, as to the amount of reduction of security or any other matter contemplated in this agreement, and such dispute cannot be resolved by agreement between the Township and the Developer, such dispute or disputes shall be resolved by arbitration.

For the purpose of this part of the agreement, the Developer and the Township are collectively called "the Parties". Each of them is called "the Party" as the context requires.

- 22.2 The following are the rules of the arbitration:

- (i) If the Parties can agree upon a single arbitrator, such arbitrator shall conduct the arbitration alone. If they cannot agree on a single arbitrator, then each Party shall appoint an arbitrator and the two so appointed shall appoint a third arbitrator who shall be the chair. If either Party appoints an arbitrator and gives notice of the appointment to the other Party, the other Party must appoint an arbitrator within five (5) business days. If such appointment is not made within such period by the other Party, the arbitrator appointed by the first Party shall be deemed to be a single arbitrator approved by both of them. The two arbitrators shall appoint a third arbitrator within one (1) week;
- (ii) The arbitrator or arbitrators are to be consulting engineers registered as such with the Professional Engineers of Ontario;
- (iii) The arbitrator or arbitrators shall set a date for the hearing of the matters in dispute not later than two (2) months from the date of appointment of the last arbitrator to be appointed;
- (iv) The Party seeking the arbitration shall deliver to the arbitrator or arbitrators and the other Party, at least four (4) weeks before the hearing, a statement of the matters the Party is complaining about, and the other party shall have fourteen (14) days in which to respond;

- (v) The time limits referred to above may be waived by the Party who has not received any documents he should have received and the arbitration may proceed in the absence of any document if failure to deliver it is waived. If a document is not delivered and any Party is taken by surprise as a result, the arbitration may be adjourned at any state and the unnecessary costs incurred may be assessed against the Party failing to deliver it;
- (vi) At the hearing, each Party may adduce whatever evidence it deems advisable. In addition, the arbitrator or arbitrators may view the site in his or their consideration of the matters complained about;
- (vii) The arbitrator or arbitrators shall make their decision as soon as possible after completion of the hearing and viewing the site. The decision (or the majority decision as the case may be) is final and is not to be subject to review or appeal by any Court or other body; and,
- (viii) If the result of the arbitration is in favour, or largely in favour of one Party, the cost of the arbitration, including the expenses of the successful Party, may be ordered to be paid by the unsuccessful Party, failing which order, each Party shall pay its own expenses and the fees of the arbitrators shall be divided equally between them. The arbitrator or arbitrators shall make the decision as to whether the result is in favour or largely in favour of one Party, or if the result is mixed.

22.3 The Parties agree to exclude all provisions of the *Arbitrations Act, 2001*, except those set out in section 3 of the said Act.

## **ARTICLE 23- GENERAL PROVISIONS**

### **23.1 Registration of Agreement**

The Developer hereby agrees that this agreement shall be registered upon title of the land within the plan of subdivision. Such registration shall be at the instance of the Township and at its sole discretion and at the expense of the Developer. Except as otherwise directed by the Township's Solicitor, the Township's Solicitor will prepare the registration documents and shall ensure that the documents are registered on the title(s) of the land within the plan of subdivision, as appropriate.

### **23.2 License to Enter**

The Developer grants to the Township, and shall retain for itself, a license to enter upon all parts of the Lands in order to permit all work required by this Agreement to be completed in accordance with all approved plans and specifications. Such license shall remain in existence until the Township issues a release for the applicable part of the Lands.

### **23.3 Notices**

Any notice, invoice or other writing required or permitted to be given pursuant to this Agreement (including notice of a change of address) shall be deemed to have been given if delivered personally to the party or to an officer of the applicable corporation or, if delivered by prepaid first-class mail, on the third (3<sup>rd</sup>) day after mailing. The address for service of each of the parties is as follows:

Developer: Flato Dundalk Meadows Inc.



3621 Highway #7 East, Suite 503  
Markham, ON L3R 0G6  
Attention: Shakir Rehmatullah, President

Township: The Corporation of the Township of Southgate  
185667 Grey Cty Rd 9  
RR 1 Dundalk, On N0C 1B0  
Attention: Municipal Clerk

To any other person: at the address shown for such person in the last revised  
assessment roll or the latest address for such person as  
shown in the Township's records.

#### 23.4 Number and Gender

It is agreed between the parties hereto that the appropriate changes in number and gender shall be implied where the context of this Agreement and any schedules hereto so require in order that the Agreement and any part thereof shall be construed to have its proper and reasonable meaning.

#### 23.5 Headings and Index

All heading and sub-headings and the Index within this Agreement are incorporated for ease of reference purposes only and do not form an integral part of the Agreement.

#### 23.6 Waiver

It is expressly understood and agreed that the remedies of the Township under this Agreement are cumulative and the exercise by the Township of any right or remedy for the default or breach of any term, covenant, condition or agreement herein contained shall not be deemed to be a waiver or alter, affect or prejudice any other right or remedy or other rights or remedies, to which the Township may be lawfully entitled for the same default or breach; and any waiver by the Township of the strict observance, performance or compliance by the Developer or with any term, covenant, condition or agreement herein contained, or any indulgence granted by the Township to the Developer shall not be deemed to be a waiver of any subsequent default or breach by the Developer, nor entitle the Developer to any similar indulgence heretofore granted.

#### 23.7 No Assignment Without Consent

The Developer shall not assign this Agreement without the prior written consent of the Township, which consent will not be unreasonably withheld.

#### 23.8 Severability

If any term of this Agreement shall be found to be *ultra vires* of the Township, or otherwise unlawful, such term shall conclusively be deemed severable and the remainder of this Agreement *mutandis* shall be and remain in full force and effect.

#### 23.9 Developer's Acceptance of Agreement

The Developer shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the Township to enter into this Agreement and to enforce each and every term of this

Agreement and this Agreement may be pleaded as estoppel against the Developer in any such proceedings.

#### **23.10 Encumbrancer's Consent**

The Developer covenants that upon execution of this Agreement it shall cause every person having an encumbrance or charge affecting the Lands to postpone such interests in favour of the Township's interests pursuant to this Agreement and to provide duplicate registered copies of such postponement agreements to the Township's solicitor.

#### **23.11 Certification of Completion of Agreement Requirements**

The Developer and its successors, when not in default of this Agreement, may apply for a certificate confirming that all requirements of this Agreement have been complied with upon payment of the applicable fee. The Township may choose not to issue a certificate of compliance with respect to this Agreement for any particular part of the Lands during the months of December, January, February and March. The Township shall not issue such certificate until the following conditions have been fulfilled:

- (i) all those conditions required under Article 15.2 which must be fulfilled prior to making application for a building permit;
- (ii) the certification detailed in Article 7.4 with respect to conformity to the drainage plan has been received by the Township for the lot or block for which a release is sought;
- (iii) the covenants detailed in Article 18 and Schedule "H" are registered on title of the lot or block for which a release is sought;
- (iv) the sodding of the lot has been completed;
- (v) all of the services set out in Article 5.14 have been completed and the Final Acceptance with respect to same has been granted; and
- (vi) the Developer has delivered to the Township Engineer a Statutory Declaration stating that all accounts for services and materials for such services have been paid (except the normal guarantee holdbacks) and that there are no claims for liens or otherwise in connection with such services done or materials supplied for or on behalf of the Developer in connection with this Agreement.

#### **23.12 Certificates of Compliance**

Until such time as this Agreement has been certified to be complete with respect to any part of the Lands the Township will, upon request and payment of the applicable fee, provide a Certificate of Compliance with respect to such lot which shall detail the requirements of this Agreement yet to be fulfilled and confirming that all other requirements of this Agreement have been complied with.

#### **23.13 Counterparts and Electronic Transmission**

This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement. This Agreement, or its counterparts, may be sent and received by facsimile or similar electronic transmission and the communication by such means will be legal and binding on all parties.

**23.14 Interpretation**

This agreement shall be interpreted by the laws of Ontario. The ejusdem generis rule shall not apply in interpreting this agreement. The contra proferendum rule shall not apply in interpreting this agreement.

**23.15 Minor Amendments**

The CAO of the Township may authorize minor amendments to this agreement. Such amendments may be made without prior Council authorization, at his/her sole discretion.

**23.16 Enurement**

This Agreement and the covenants, provisions and conditions herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. This agreement shall enure to the benefit of the Township, its successors and assigns. The benefits and the burden of the covenants, agreements, conditions and undertakings herein contained shall run with the land and are binding upon the land and upon the Developer and its successors and assigns.

Applicant: Flato Dundalk Meadows Inc. (c/o Shakir Rehmatullah)

File No.: 42T-2015-05

Municipality: Township of Southgate

Location: Part of Lots 233 and 234, Concession 1 (Geographic Township of Proton)

Date of Decision: November 10, 2016

Date of Notice: November 16, 2016

Last Date of Appeal: December 6, 2016

***This page is intentionally left blank to end the agreement terms and conditions and to provide a dedicated next page for the signatory agreement approval.***

Applicant: Flato Dundalk Meadows Inc. (c/o Shakir Rehmatullah)

File No.: 42T-2015-05

Municipality: Township of Southgate

Location: Part of Lots 233 and 234, Concession 1 (Geographic Township of Proton)

Date of Decision: November 10, 2016

Date of Notice: November 16, 2016

Last Date of Appeal: December 6, 2016

**IN WITNESS WHEREOF** the parties hereto have affixed their corporate seal under the hand of their proper officers or set their hand and seal.

**FLATO DUNDALK MEADOWS INC.**

Per: \_\_\_\_\_ Date: \_\_\_\_\_  
Shakir Rehmatullah, President

I have authority to bind the Corporation

**THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE**

Per: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor Brian Milne

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

We have authority to bind the Corporation.

**Applicant: Flato Dundalk Meadows Inc. (c/o Shakir Rehmatullah)**

**File No.: 42T-2015-05**

**Municipality: Township of Southgate**

**Location: Part of Lots 233 and 234, Concession 1 (Geographic Township of Proton)**

**Date of Decision: November 10, 2016**

**Date of Notice: November 16, 2016**

**Last Date of Appeal: December 6, 2016**

**SCHEDULE "A"**  
**Legal Description**

PT LTS 233 & 234 CON 1 SWTSR PROTON; SUBJECT TO AN EASEMENT IN GROSS OVER PART 4 PLAN 16R11251 AS IN GY177004; SUBJECT TO AN EASEMENT IN GROSS OVER PART 24 ON 16R11740 AS IN GY231568; TOWNSHIP OF SOUTHGATE, COUNTY OF GREY

The Subject Lands are collectively referred to herein this Agreement as the "Lands"



**Applicant:** Flato Dundalk Meadows Inc. (c/o Shakir Rehmatullah)

**File No.:** 42T-2015-05

**Municipality:** Township of Southgate

**Location:** Part of Lots 233 and 234, Concession 1 (Geographic Township of Proton)

**Date of Decision:** November 10, 2016

**Date of Notice:** November 16, 2016

**Last Date of Appeal:** December 6, 2016

## **SCHEDULE "B"**

### **CONDITIONS OF DRAFT PLAN APPROVAL**

**Applicant:** Flato Dundalk Meadows Inc. (c/o Shakir Rehmatullah)

**File No.:** 42T-2015-05

**Municipality:** Township of Southgate

**Location:** Part of Lots 233 and 234, Concession 1 (Geographic Township of Proton)

**Date of Decision:** November 10, 2016

**Date of Notice:** November 16, 2016

**Last Date of Appeal:** December 6, 2016

Plan of Subdivision File No. 42T-2015-05 has been granted draft approval. The County's conditions of final approval for registration of this draft plan of subdivision are as follows:  
No. Conditions

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1. That this approval applies to the draft Plan of Subdivision as prepared by MHBC Planning dated December 11, 2015 and revised July 5, 2016, showing 501 residential lots, 311 lots for detached dwellings (Lots 1 to 311) and 190 residential lots for townhouse dwellings within Blocks 312 to 350, ten park blocks (Blocks 351 to 360), three stormwater pond blocks (Blocks 361 to 363), four Open Space Blocks (Blocks 364 to 367), three future right of way blocks (Blocks 368 to 370), one road widening block (Block 371) and 0.3 metre reserve(s) (Block 372), and Streets 'A' to 'J'.
2. That Blocks 351 to 370 be deeded to the Township of Southgate and that Blocks 371 and 372 (road widening and 0.3 metre reserve(s) blocks) be deeded to the Ministry of Transportation.
3. That the road allowances included in this draft plan shall be shown and dedicated to the Township of Southgate as public highways.
4. That the streets shall be named, subject to final approval of Township Council, and provided that such new streets names are not duplicates of street names or phonetic sounding street names elsewhere in the County.
5. That any dead ends, daylighting triangles at street intersections and open sides of road allowances created by this draft plan shall be terminated in 0.3 metre reserves to be conveyed to, and held in trust, by either the Township of Southgate or the Ministry of Transportation, as appropriate.
6. That the Owner agrees to satisfy the requirements of the Township in reference to parkland dedication in a manner satisfactory to the Township in pursuant to the provisions of the Planning Act, R.S.O 1990 as amended.
7. That prior to final approval by the County, the County is to be advised by the Township and the Grand River Conservation Authority that the proposed subdivision is zoned appropriately. This zoning shall have a holding provision for all the lands requiring access to municipal services. The holding provision may be removed in phases, upon entering into a subdivision agreement and

when adequate municipal water and sewer capacity are available.

8. That the Owner agrees in writing to satisfy all the requirements, financial and otherwise, of the Township of Southgate and without limiting the generality of the foregoing, the provision of roads, installation of services, installation of sidewalks and trails, and drainage.
9. That prior to the final approval and registration of the phases of the plan, the Township of Southgate allocate by by-law water supply capacity and sewage treatment plant capacity.
10. The Owner shall develop a phasing plan to the satisfaction of the Township. The phasing plan shall address matters including but not limited to the allocation of servicing, any necessary temporary works such as turning circles, sidewalk and trail connections, or temporary easements. The phasing plan shall also identify any lots which may be temporarily constrained from development as a result of the phasing. The subdivision agreement between the Owner and the Township shall contain provisions satisfactory to the Township to address phasing arrangements acceptable to the Township, including that servicing shall only be allocated to phases which are being registered and for which securities are provided.
11. The Owner and the Township shall acknowledge in the Subdivision Agreement that sewage and water allocation is not available to service the entire subdivision. The Township is undertaking the necessary approvals to provide the required servicing. Final approval shall only be given to each phase of the development where sanitary and water services are available and constructed to the subdivision or financially secured.
12. That such conveyances and easements as may be required by an appropriate authority for municipal servicing, utility or drainage purposes shall be granted to the appropriate authority.
13. That the developer prepare and submit a Tree Planting and Landscaping plan for approval by the Township to satisfy the comments raised by Six Nations. The plan will specifically provide for additional tree planting in the park and open space areas as well as the provision of trees for individual lots.
14. That prior to final approval by the County of Grey or any construction or grading on the subject property, the Owner or its agent shall submit the following plans or reports to the Grand River Conservation Authority (if required), the Ministry of the Environment and Climate Change (if required), the Ministry of Transportation (if required), and to the Township of Southgate for review and approval:

- a) Lot grading and drainage control plans that show the limits of all grading including existing and proposed site grades and drainage;
- b) A storm servicing plan showing the layout of the storm sewer system;
- c) A final Stormwater Management Report and Plans in accordance with the Stormwater Management Practices Planning and Design Manual (Ministry of the Environment, 2003) and in keeping with the Preliminary Servicing and Stormwater Management Report (dated June 2016 prepared by CF Crozier and Associates). The report shall include an assessment of the impacts on off-site watercourses and municipal drains and show how the infiltration function will be protected or maintained.
- d) Erosion and sedimentation control plans in accordance with the Grand River Conservation Authority's Guidelines for sediment and erosion control which show how the exposed soils, sediments, and eroded materials will be minimized and retained on site during all phases of construction and how the infiltration function will be protected or maintained. Plans should include maintenance requirements for all employed devices.
- e) Completion of a Final Floodplain Study and required works consistent with the June 2016 Floodplain Assessment Report by Croziers and Associates and associated modelling to the satisfaction of the GRCA and through with the submission and approval of permission from the GRCA (only required for Lots 219 to 225).
- f) An Environmental Implementation Report (EIR) to the satisfaction of the Grand River Conservation Authority in consultation with the Township of Southgate. The EIR should include the above noted reports, monitoring, and mitigation outlined in the EIS. The EIR should also provide on-going shallow groundwater monitoring and inspection and reporting scheduled during construction.
- g) The submission and approval of a Development, Interference with Wetlands and Alterations to Shorelines and Watercourses permit from the GRCA prior to any grading within the regulated area.
- h) A detailed Hydrogeological report that provides an assessment of groundwater level monitoring data from on-site piezometers. Data collected

shall be of sufficient duration to establish reasonable high water table conditions under normal or above normal climatic (precipitation) conditions. The report shall, based on the observed seasonal fluctuation in groundwater levels (typically highest in the spring), provide a predicted 'high' groundwater elevation across the site as well as an interpreted high groundwater elevation on a lot by lot basis. The interpreted high groundwater elevation for each lot is intended to ensure a minimum vertical separation of 0.3 metres from the underside of the proposed basement floor elevation to the seasonal high groundwater elevation for each given lot. Proposed lot grading plans for the development shall provide the minimum recommended separation on all lots in conformance with Township standards. Where this is not feasible due to local site constraints, other groundwater management practices such as a groundwater drainage system (i.e. 3<sup>rd</sup> pipe system) may be implemented provided it can be demonstrated, to the satisfaction of the Township, that it will function under local site-specific conditions in the short and long term.

Any proposed alternative groundwater management practice will require Township and GRCA approval.

- i) An environmental rehabilitation plan addressing protective measures to be taken during construction to ensure retained wetlands and woodland areas will not be impacted.
- j) Engineering design drawings for all works to be constructed as part of the development including any off-site works that are the responsibility of the Owner.
- k) If the Owner intends to import fill from off the subject site for use on the site, the Developer shall prepare and implement a Soil Testing, Site/Soil Management, and Reporting Protocol. If grading is proposed prior to implementation of the Subdivision Agreement, a Site Alteration Permit Agreement with the Township will be required.
- l) Detailed access plans to Highway 10 at the time the access is required for the applicable phase;
- m) Prepare and implement a construction traffic access and control plan for all phases of servicing and building construction to the satisfaction of the Township and MTO. All damage or maintenance required to surrounding streets because of such traffic shall be at the developer's costs.

- n) A Traffic Impact Study which identifies all required access locations and improvements required to accommodate the site traffic, and includes an assessment of off-site traffic impacts and recommendations for mitigation of these impacts. This Traffic Impact Study shall be submitted prior to final approval of each phase and shall be completed to the satisfaction of the Township, MTO and County Transportation Services.
15. That the subdivision agreement between the Owner and the Township shall agree in writing acceptable to the Township the following matters:
- a) To undertake all works according to the plans and reports approved under Condition 14 above;
  - b) To maintain all storm water management and erosion and sedimentation control structures in good repair and operating order throughout all phases or construction until Final Acceptance of services has been granted by the Township. The Owner is responsible to satisfy all requirements of the Environmental Compliance Approval (ECA) until Final Acceptance has been granted.
  - c) To investigate any well interference complaints received by the Developer, Developer's Agents, Ministry of Environment and Climate Change or the Township, from the start of construction until final acceptance of the first phase of the subdivision. The results of each investigation shall be submitted for review to the Township and the Ministry of the Environment and Climate Change within 60 days of the complaint being received. The Owner shall be required to pay for any well interference assessment, completed to the satisfaction of the Township. If determined to be a valid complaint, acceptable well interference mitigation to a complaint may include well deepening and/or pump lowering. The Owner agrees to reimburse the cost of any mitigation.
  - d) To erect a subdivision sign on the property containing the following information:
    - i. Identifying all proposed uses within the draft approved plan of subdivision and adjacent uses
    - ii. Identifying off street parking restrictions to be imposed by the Township upon Final Acceptance of the subdivision

- iii. Illustrating the location of proposed sidewalks, public walkways, trails, parks, fences and community mailbox locations.
16. That the subdivision agreement between the Owner and the Township shall contain provisions whereby the Owner shall make satisfactory arrangements with the appropriate providers for the provision of permanent and/or temporary hydro, telephone, natural gas, internet and cable television services to this plan. the appropriate providers for the provision of permanent and/or temporary hydro, telephone, natural gas, internet and cable television services to this plan.
17. That the Owner obtains final approval from the Ministry of Transportation for the proposed permanent access of Street 'H' to Highway 10, that the Owner meet all conditions required by MTO, and constructs and completes any required access upgrades to Highway 10 and the entrance from Highway 10 at the time of the applicable phase.
18. That the subdivision agreement between the Owner and the Township of Southgate contain wording to the effect that all agreements of purchase and sale shall ensure that all persons who make first purchases of land within the plan of subdivision after final approval of the subdivision plan, are informed when land is transferred, of all the development charges related to this development, including the County's development charges.
19. That the subdivision agreement between the Owner and the Township of Southgate be registered against the lands to which it applies, and that a copy of the registered subdivision agreement be filed with the County of Grey and the Ministry of Transportation.
20. That the subdivision agreement between the Owner and the Township address servicing financing in order to ensure the construction and financing of all external services which are necessary to provide appropriate levels of service to this plan of subdivision. Details of these external services are to be confirmed as part of detailed design.
21. That the Owner pays the cost of supplying and erecting street name and traffic control signs in the subdivision, to the satisfaction of the Township.
22. That any domestic wells and boreholes drilled for hydrogeological or geotechnical investigations within the limits of the draft plan of subdivision be properly abandoned by the Owner, when no longer required, in accordance with the Ministry of Environment and Climate Change Regulations and Guidelines to the satisfaction of the Township.



23. That the developer shall submit a report prepared by a Professional Engineer to the satisfaction of the Chief Building Official certifying all structural fill placed below proposed building locations. This report shall include the following information: lot number, depth of fill, top elevation of fill and the area approved for building construction from the street line.
24. That the developer shall submit a report prepared by a Professional Engineer to the satisfaction of the Chief Building Official providing an opinion on the presence of soil gases (radon and methane) in the plan of subdivision in accordance with applicable provisions contained in the Ontario Building Code.
25. That the developer shall include in the subdivision agreement and insert in all agreements of purchase and sale or lease for each dwelling in the subdivision "The lands to the south and east of the subdivision are being utilized for normal agricultural operations that may result in noise, dust, odour and other potential nuisances associated with livestock or agricultural uses. These normal agricultural practices may occasionally affect the living environment of residents in close proximity to agricultural operations".
26. That the developer shall include in the subdivision agreement and insert in all agreements of purchase and sale or lease for each lot/dwelling in the subdivision - "Servicing capacity currently does not exist for the entire development. This could lead to a delay in the timing of final approval and the construction of any given dwelling within the subdivision". This clause is no longer required when sufficient servicing capacity exists for the entire development.
27. A Noise Impact Assessment will be required with respect to traffic noise on Highway 10 to be completed to the satisfaction of MTO and the Township.
28. That prior to final approval by the County of Grey, the County of Grey is advised in writing by the Bluewater District School Board and the Bruce Grey Catholic School Board that the Owner and the School Board have reached an agreement regarding the supply and erection of a sign (at the Owner's expense) affixed to the subdivision sign advertising residents that the students may be directed to schools outside the neighbourhood.
29. That the Owner shall complete to the satisfaction of Canada Post the following:
  - a) Include on all offers of purchase and sale a statement that advises the prospective purchasers:

**Municipality:** Township of Southgate

**Location:** Part of Lots 233 and 234, Concession 1 (Geographic Township of Proton)

**Date of Decision:** November 10, 2016

**Date of Notice:** November 16, 2016

**Last Date of Appeal:** December 6, 2016

- i. That home/business mail delivery will be from a designated Centralized Mail Box (CMB);
    - ii. That the developers/owners be responsible for officially notifying the purchasers of the exact CMB locations prior to the closing of any home sales.
  - b) The Owner further agrees to:
    - i. Work with Canada Post to determine and provide temporary suitable CMB locations which may be utilized by Canada Post until the curbs, boulevards and sidewalks are in place in the remainder of the subdivision
    - ii. Determine the location of all centralized mail receiving facilities in co-operation with Canada Post and to indicate the location of the centralized mail facilities on the appropriate maps, information boards posted in the subdivision. Maps are also to be prominently displayed in the sales office showing specific Centralized Mail Facility locations

Canada Post's multi-unit policy, which requires that the owner/developer provide the centralized mail facility at their own expense, will be in effect for buildings and complexes with a common lobby, common indoor or sheltered space.
  - c) That the installation of island(s) or median(s) on the streets or roadways adjacent to the easement(s) chosen for CMB use be prohibited.
30. The following conditions shall be addressed to the satisfaction of the Ministry of Transportation:
- a) That prior to final approval an 8 metre widening extending across the entire highway frontage (with the exception of the proposed street opening) be established as Blocks and dedicated as public highway on the owner's certificates and the final plan. A draft of the final Plan of Subdivision must be submitted to MTO for review
  - b) The prior to final approval, visibility triangles with minimum dimensions to be designed in accordance with the Geometric Design Standards Manual for Ontario Highways, be dedicated as public highway under the owner's

certificate on the final plan. A draft of the final Plan of Subdivision must be submitted to MTO for review.

- c) That prior to final approval, a 0.3 metre reserve extended across the entire highway frontage including the visibility triangles (with the exception of the proposed street opening) be conveyed by deed to the MTO. All reserves by deed must be free and clear of all mortgages, liens, and encumbrances. The reserve must be illustrated as Blocks on the Plan of Subdivision. A draft of the final Plan of Subdivision must be submitted to the MTO for review. A draft of the transfer of deed and certification of title conveying the Blocks to the MTO must be submitted for review and approval prior to being registered.
  - d) That prior to final approval of any given phase, the owner shall submit to MTO and the County Transportation Services for their review and approval a copy of the Traffic Impact Study (TIS) indicating the anticipated traffic volumes and their impact upon the intersection of Highway 10 and the proposed street and the intersection of Highway 10 and Main Street. The TIS shall include the traffic generated by all the contributing Flato lands.
  - e) That prior to final approval of the applicable phase that requires access to Highway 10, the owner shall enter into a legal agreement with the MTO whereby the owner agrees to assume financial responsibility for the design and construction of the new street entrance and all necessary associated highway improvements.
  - f) That prior to final approval of the applicable phase that requires access to Highway 10, the owner shall submit to the MTO for their review and approval, a copy of the detailed drainage/storm water management plan/report indicating that intended treatment of the calculated runoff.
  - g) The Owner will ensure that the MTO receives a draft copy of the Subdivision Agreement that is to be executed between the Owner and the municipality for the proposed development in order to verify that these conditions are included in the agreement.
  - h) The Owner will ensure that the MTO receives written confirmation from the municipal approval authority stating that this proposed development has received all approvals as may be necessary from other agencies.
31. That consistent with the County of Grey's current provisions for processing and

approving plans of subdivision the Owner's surveyor shall agree to provide to the County a digitized disk of this final plan to be registered in a computerized format which is compatible with Autocad ".dwg" file.

32. That the Owner's surveyor provide to the County a copy of the deposited Reference Plan which had been submitted to the Land Registry/Land Titles Office for Grey for "First Registration Under the Land Titles Act, R. S. O. 1990, c.L.5".
33. If final approval is not given to this plan within three years of the draft approval date, and no extensions have been granted, draft approval shall lapse under Subsection 51(32) of the Planning Act, RSO 1990, as amended. If the owner wishes to request an extension to draft approval, a written explanation together with the applicable application fee and a resolution from the Township of Southgate must be received by the County of Grey Director of Planning, prior to the lapsing date. Please note that an updated review of the Plan and revisions to the conditions of approval may be necessary if an extension is to be granted. Servicing availability will also be a consideration as to whether or not draft approval will be extended.
34. That prior to final approval being given, the County is advised in writing by the Township of Southgate how Conditions 2 to 33 have been satisfied.
35. That prior to final approval being given, the County is advised in writing by the Grand River Conservation Authority how Conditions 7, 14 and 15 have been satisfied.
36. That prior to final approval being given, the County is advised in writing by the Bluewater District School Board how Condition 28 has been satisfied.
37. That prior to final approval being given, the County is advised in writing by the Bruce Grey Catholic School Board how Condition 28 has been satisfied.
38. That prior to final approval being given, the County is advised in writing by Canada Post how Condition 29 has been satisfied.
39. That prior to final approval being given, the County is advised in writing by the Ministry of Transportation how Conditions 2, 5, 14, 15, 17, 19, 27 and 30 have been satisfied.
40. That prior to final approval being given, the County is advised by the Ministry of

Environment and Climate Change how Conditions 14 and 15 have been satisfied.

41. That prior to final approval being given, the County is advised in writing from the County Transportation Services Department how Condition 14(n) and 30(d) has been satisfied.
42. The Owner shall obtain a letter from the Ministry of Tourism, Culture and Sport that the Archaeological Assessment has been entered in the Ontario Public Register of Archaeological Reports, which is to be shared with the Township of Southgate and the County of Grey.
43. THAT the Owner have prepared by an Ontario Land Surveyor a final plan in accordance with the Surveys Act, and with the Registry Act or the Land Titles Act, as the case may be and have provided that plan to the County of Grey prior to the lapsing date the mylars and white prints necessary for final approvals and registration.
44. That the Owner remit to the County the applicable final approval fee when the final plan is being presented to the County for the County's consideration for final approval.

#### NOTES TO DRAFT APPROVAL

1. It is the applicant's responsibility to fulfil the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Grey, quoting the County file number.
2. An electrical distribution line operating at below 50,000 volts might be located within the area affected by this development or abutting this development. Section 186 - Proximity - of the Regulations for Construction Projects in the Occupational Health and Safety Act, requires that no object be brought closer than 3 metres (10 feet) to the energized conductor. It is proponent's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the Act. They should also be aware that the electrical conductors can raise and lower without warning, depending on the electrical demand placed on the line. Warning signs should be posted on the wood poles supporting the conductors stating "**DANGER - Overhead Electrical Wires**" in all locations where personnel and construction vehicles might come in close proximity to the conductors.

3. Clearances are required from the following:

Township of Southgate, 185667 Grey Road 9, RR 1, Dundalk, ON, N0C1B0

Grand River Conservation Authority, 400 Clyde Road, P.O. Box 729,  
Cambridge, ON N1R 5W6

Ministry of Transportation, Corridor Management Section, Engineering  
Office, 659 Exeter Road, London, ON, N6E 1L3

Canada Post, 955 Highbury Avenue, London, ON, N5Y 1A3

Ministry of Environment and Climate Change (c/o Ministry of Municipal  
Affairs), 659 Exeter Road, 2<sup>nd</sup> Floor, London, ON N6E 1L3

Bluewater District School Board, P.O. Box 190, 351 1<sup>st</sup> Avenue North,  
Chesley, ON, N0G 1L0

Bruce Grey Catholic District School Board, 799 16<sup>th</sup> Avenue, Hanover,  
ON, N4N 3A1

County Transportation Services, 595 9<sup>th</sup> Avenue East, Owen Sound, ON, N4K  
3E3

4. We suggest you make yourself aware of the following subsections of the Land  
Titles Act:

- a) subsection 144(1) requires all new plans to be registered in a Land Titles  
system if the land is situated in a land titles division; and
- b) subsection 144(2) allows certain exceptions.

The subdivision plan for Registration must be in conformity with the applicable  
Ontario Regulation under The Registry Act.

5. Inauguration or extension of a piped water supply, a sewage system or a storm  
drainage system, is subject to the approval of the Ministry of the Environment  
and Climate Change under the Ontario Water Resources Act, RSO 1990, as  
amended.



6. All measurements in subdivision final plans must be presented in metric units.
7. That the applicant contact Canada Post at the address below for the supply and installation of Community Mailboxes (CMB). The location of these CMB's will require the approval of the Township of Southgate.

Delivery Planning Officer, Canada Post Corporation, 955 Highbury Ave, London, Ontario, N5Y 1A3

8. The final plan approved by the County must be registered within thirty (30) days or the County may withdraw its approval under subsection 51(32) of the Planning Act RSO 1990, as amended.
9. MTO Notes:
  - a) MTO Building and Land Use permits are required prior to the commencement of construction of any component of the subdivision including use off the lands for stockpiling of material and pre-grading
  - b) An MTO entrance permit is required for construction of the new street access.
  - c) All structures integral to the subdivision shall be setback a minimum of 14 metres from the widened highway property limit.
  - d) MTO may require a security fence along the west limit of Highway 10 should noise barriers not be required.
  - e) All site signing visible from the Highway requires MTO permits prior to installation.

**Applicant:** Flato Dundalk Meadows Inc. (c/o Shakir Rehmatullah)

**File No.:** 42T-2015-05 (Revised)

**Municipality:** Township of Southgate

**Location:** Part of Lots 233 and 234, Concession 1 (Geographic Township of Proton)

**Date of Decision:** February 23, 2017

**Date of Notice:** February 28, 2017

**Last Date of Appeal:** March 20, 2017

Plan of Subdivision File No. 42T-2015-05 has been revised and granted draft approval. The draft plan is hereby revised. The County's conditions of final plan approval for this draft Plan of Subdivision are amended as follows:

No.      Conditions

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1.      Condition 1 of the draft plan conditions approved on November 10, 2016 is hereby deleted and replaced with the following:  
That this approval applies to the draft Plan of Subdivision as prepared by MHBC Planning dated December 11, 2015 and revised February 9, 2017, showing a total of 500 residential lots, 310 lots for detached dwellings (Lots 1 to 47, 166 to 217, and 233 to 310) and 190 residential lots for townhouse dwellings within Blocks 311 to 349, eleven park blocks (Blocks 350 to 360), three stormwater pond blocks (Blocks 361 to 363), four open space blocks (Blocks 364 to 367), three future right of way blocks (Blocks 368 to 370), one road widening block (Block 371), 0.3 metre reserve(s) (Block 372), and an overland flow/walkway block (Block 373) and Streets 'A' to 'J'.
2.      Condition 2 of the draft plan conditions approved on November 10, 2016 is hereby deleted and replaced with the following:  
That Blocks 350 to 370, and Block 373 be deeded to the Township of Southgate and that Blocks 371 and 372 (road widening and 0.3 metre reserve(s) blocks) be deeded to the Ministry of Transportation. The final plans shall show a 0.3 metre reserve along all properties that have highway frontage (including the Rest Area). This would include a 0.3 metre reserve along the side yard of Lot 310 and a 0.3 metre reserve that runs along the rear yards of Blocks 343 to 349, along the shared lot lines of Block 343 and Lot 232 adjacent to the Rest Area. Street 'H' shall be shown on the Plan as being extended to the Provincial Highway and the daylight triangles shall be shown as separate blocks at the intersection of Street 'H' and the road widening for the Provincial Highway.
3.      That all other conditions of draft approval as granted on November 10, 2016 remain in effect.

**Applicant:** Flato Dundalk Meadows Inc. (c/o Shakir Rehmatullah)

**File No.:** 42T-2015-05 (Revised)

**Municipality:** Township of Southgate

**Location:** Part of Lots 233 and 234, Concession 1 (Geographic Township of Proton)

**Date of Decision:** June 13, 2019

**Date of Notice:** June 18, 2019

**Last Date of Appeal:** July 8, 2019

Plan of Subdivision File No. 42T-2015-05 has been revised and granted draft approval. The draft plan is hereby revised. The County's conditions of final plan approval for this draft Plan of Subdivision are amended as follows:

No.	Conditions
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- |    |   |
|----|---|
| 1. | Condition 1 of the draft plan conditions approved on November 10, 2016 and revised on February 23, 2017 is hereby deleted and replaced with the following:<br>That this approval applies to the draft Plan of Subdivision as prepared by MHBC Planning dated December 11, 2015 and revised March 13, 2019, showing a total of 500 residential lots, 310 lots for detached dwellings (Lots 1 to 47, 166 to 217, and 233 to 310) and 190 residential lots for townhouse dwellings within Blocks 311 to 349, eleven park blocks (Blocks 350 to 360), three stormwater pond blocks (Blocks 361 to 363), four open space blocks (Blocks 364 to 367), three future right of way blocks (Blocks 368 to 370), one road widening block (Block 371), 0.3 metre reserve(s) (Block 372), and an overland flow/walkway block (Block 373) and Streets 'A' to 'J'. |
| 2. | That all other conditions of draft approval as granted on November 10, 2016 and revised on February 23, 2017 remain in effect.  |

**Applicant:** Flato Dundalk Meadows Inc. (c/o Shakir Rehmatullah)

**File No.:** 42T-2015-05 (Revised)

**Municipality:** Township of Southgate

**Location:** Part of Lots 233 and 234, Concession 1 (Geographic Township of Proton)

**Date of Decision:** January 9, 2020

**Date of Notice:** January 10, 2020

**Last Date of Appeal:** January 30, 2020

Plan of Subdivision File No. 42T-2015-05 has been revised and granted draft approval. The draft plan is hereby revised. The County's conditions of final plan approval for this draft Plan of Subdivision are amended as follows:

No.	Conditions
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- |    |   |
|----|---|
| 1. | Condition 1 of the draft plan conditions approved on November 10, 2016 and revised on February 23, 2017 and June 13, 2019 is hereby deleted and replaced with the following:<br>That this approval applies to the draft Plan of Subdivision as prepared by MHBC Planning dated December 11, 2015 and revised November 1, 2019, showing a total of 500 residential lots, 310 lots for detached dwellings (Lots 1 to 47, 166 to 217, and 233 to 310) and 190 residential lots for townhouse dwellings within Blocks 311 to 349, eleven park blocks (Blocks 350 to 360), three stormwater pond blocks (Blocks 361 to 363), four open space blocks (Blocks 364 to 367), three future right of way blocks (Blocks 368 to 370), one road widening block (Block 371), 0.3 metre reserve(s) (Block 372), and an overland flow/walkway block (Block 373) and Streets 'A' to 'J'. |
| 2. | That all other conditions of draft approval as granted on November 10, 2016 and revised on February 23, 2017 remain in effect.  |

**Applicant:** Flato Dundalk Meadows Inc. (c/o Shakir Rehmatullah)

**File No.:** 42T-2015-05 (Revised)

**Municipality:** Township of Southgate

**Location:** Part of Lots 233 and 234, Concession 1 (Geographic Township of Proton)

**Date of Decision:** October 20, 2020

**Date of Notice:** October 30, 2019

**Last Date of Appeal:** November 19, 2020

Plan of Subdivision File No. 42T-2015-05 has been revised and granted draft approval. The draft plan is hereby revised. The County's conditions of final plan approval for this draft Plan of Subdivision are amended as follows:

No.	Conditions
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- |    |  |
|----|--|
| 1. | Condition 1 of the draft plan conditions approved on November 10, 2016 and revised on February 23, 2017, June 13, 2019 and January 19, 2020 is hereby deleted and replaced with the following:<br>That this approval applies to the draft Plan of Subdivision as prepared by MBHC Planning dated December 11, 2015 and revised January 28, 2020, showing a total of 467 residential lots, 310 lots for detached dwellings (Lots 1 to 310) and 157 residential lots for townhouse dwellings within Blocks 311 to 343, one commercial block (Block 344) eleven park blocks (Blocks 350 to 360), three stormwater pond blocks (Blocks 361 to 363), four open space blocks (Blocks 364 to 367), three future right of way blocks (Blocks 368 to 370), one road widening block (Block 371), 0.3 metre reserve(s) (Blocks 372), and an overland flow/walkway block (Blocks 345 and 373) and Streets "A" to "J".  |
| 2. | Condition 2 of the draft plan conditions approved on November 10, 2016 and revised on February 23, 2017 is hereby deleted and replaced with the following:<br>That Blocks 345, 350 to 370, and Block 373 be deeded to the Township of Southgate and that Block 371 and 372 (road widening and 0.3 metre reserve(s) blocks) be deeded to the Ministry of Transportation. The final plans shall show a 0.3 metre reserve along all properties that have highway frontage (including the Rest Area). This would include a 0.3 metre reserve along the side yard of Lot 310 and a 0.3 metre reserve that runs along the rear yards of Blocks 339 to 344, along the shared lot lines of Block 339 and Lot 232 adjacent to the Rest Area. Street "H" shall be shown on the plan as being extended to the Provincial Highway and the daylight triangles shall be shown as separate blocks at the intersection of Street "H" and the road widening for the Provincial Highway. |
| 3. | That Condition 7 of the draft plan conditions approved on November 10, 2016 be revised by adding the following:<br>Prior to final approval and registration of the subdivision, Local Official Plan Amendment 26 to the Township of Southgate Official Plan shall be in force and effect under Section 17 of the Planning Act.   |

That all other conditions of the draft approval as granted on November 12, 2016 and revised on February 23, 2017 remain in effect.

**Applicant:** Flato Dundalk Meadows Inc. (c/o Shakir Rehmatullah)

**File No.:** 42T-2015-05 (Revised)

**Municipality:** Township of Southgate

**Location:** Part of Lots 233 and 234, Concession 1 (Geographic Township of Proton)

**Date of Decision:** January 13, 2022

**Date of Notice:** January 25, 2022

**Last Date of Appeal:** February 14, 2022

Plan of Subdivision File No. 42T-2015-05 has been revised and granted draft approval. The draft plan is hereby revised. The County's conditions of final plan approval for this draft Plan of Subdivision are amended as follows:

No.      Conditions

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1. Condition 1 of the draft plan conditions approved on November 10, 2016 and revised on February 23, 2017, June 13, 2019, January 9, 2020 and October 22, 2020 is hereby deleted and replaced with the following:  
That this approval applies to the draft Plan of Subdivision as prepared by MHBC Planning dated December 11, 2015 and revised July 13, 2021, showing a total of 467 residential lots, 310 lots for detached dwellings (Lots 1 to 310) and 157 residential lots for townhouse dwellings within Blocks 311 to 343, one commercial block (Block 344), ten park blocks (Blocks 350 to 354 and 356 to 360), one sewage pump block (Block 355), three stormwater pond blocks (Blocks 361 to 363), four open space blocks (Blocks 364 to 367), three future right of way blocks (Blocks 368 to 370), one road widening block (Block 371), 0.3 metre reserve(s) (Block 372), and three overland flow/walkway blocks (Blocks 345, 373 and 374) and Streets 'A' to 'J'.
2. Condition 2 of the draft plan conditions approved on November 10, 2016 and revised on February 23, 2017 and October 22, 2020 is hereby deleted and replaced with the following:  
That Blocks 345, 350 to 370, and Blocks 373 and 374 be deeded to the Township of Southgate and that Blocks 371 and 372 (road widening and 0.3 metre reserve(s) blocks) be deeded to the Ministry of Transportation. The final plans shall show a 0.3 metre reserve along all properties that have highway frontage (including the Rest Area). This would include a 0.3 metre reserve along the side yard of Lot 310 and a 0.3 metre reserve that runs along the rear yards of Blocks 339 to 344, along the shared lot lines of Block 339 and Lot 232 adjacent to the Rest Area. Street 'H' shall be shown on the Plan as being extended to the Provincial Highway and the daylight triangles shall be shown as separate blocks at the intersection of Street 'H' and the road widening for the Provincial Highway.
3. That all other conditions of draft approval as granted on November 10, 2016 and revised on February 23, 2017 and October 22, 2020 remain in effect.



## **SCHEDULE “C”**

### **VARIATIONS AND EXCEPTIONS FROM STANDARD PROVISIONS OF AGREEMENT**

#### General Matters:

1. All references to Lots or Blocks in this Agreement refer to Lots or Blocks on the Draft Plan of Subdivision identified in Schedule “B” unless specific reference to other plan(s) have been made.
2. Developer shall cause the streets within the plan of subdivision to be named at the time of registration of the plan in the manner specified by the Township.
3. The Developer shall ensure that the underground hydro electrical services and other utilities within its plan of subdivision are designed and installed to meet regulations/standards and avoid conflicts with municipal services. Prior to installation of utilities, the Developer is required to receive approval of the Composite Utility Plan (CUP) and related Municipal Consent from the Township.
4. The Developer shall enter into a Service Finance Agreement with the Township to address costs associated with the construction of required external infrastructure, if required by the Township.

#### Model Home Agreement

5. Provided that an appropriate level of servicing has been attained, the Developer may apply to the Township for a Model Home Agreement.

#### Well Interference

6. The Developer agrees to investigate any well interference complaints received including complaints received by the Developers Agents, Ministry of Environment and Climate Change or the Township. Any assessment undertaken by the Developer or its Agents shall be completed to the satisfaction of the Township. The Developer further agrees to provide the results of each assessment to the Township and Ministry of the Environment and Climate Change within 60 days of the complaint being received. The Developer is required to pay for any well interference assessments undertaken. If the assessment determines that a complaint is valid, acceptable well interference mitigation is required and may include deepening and/or pump lowering. Any cost associated with mitigation is to be reimbursed by the Developer. This clause is not applicable to the municipal well located at Pt Blk 75, Plan 16M54, DES as Pt 1 on 16R10922; Township of Southgate.

#### Purchase and Sale Agreement Warnings on First Transfer

7. The Developer agrees to include in all offers of Purchase and Sale the following:
  - a) The amount of any applicable Development Charges to be paid to the Township or County.

### Ministry of Transportation Requirements

8. That any dead ends, daylighting triangles at street intersections and open sides of road allowances created by this draft plan shall be terminated in 0.3 metre reserves to be conveyed to, and held in trust, by either the Township of Southgate or the Ministry of Transportation, as appropriate.
9. That prior to final approval by the County of Grey or any construction or grading on the subject property, the Owner or its agent shall submit the following plans or reports to the Grand River Conservation Authority (if required), the Ministry of the Environment and Climate Change (if required), the Ministry of Transportation (if required), and to the Township of Southgate for review and approval:
  - a) Prepare and implement a construction traffic access and control plan for all phases of servicing and building construction to the satisfaction of the MTO. All damage or maintenance required to surrounding streets because of such traffic shall be at the developer's cost.
  - b) A storm servicing plan showing the layout of the storm sewer system.
  - c) A final Stormwater Management Report and Plans in accordance with the Stormwater Management Practices Planning and Design Manual (Ministry of the Environment, 2003) and in keeping with the Preliminary Servicing and Stormwater Management Report (dated June 2016 prepared by CF Crozier and Associates). The report shall include an assessment of the impacts on off-site watercourses and municipal drains and show how the infiltration function will be protected or maintained.
  - d) Erosion and sedimentation control plans in accordance with the Grand River Conservation Authority's Guidelines for sediment and erosion control which show how the exposed soils, sediments, and eroded materials will be minimized and retained on site during all phases of construction and how the infiltration function will be protected or maintained. Plans should include maintenance requirements for all employed devices.
  - e) Completion of a Final Floodplain Study and required works consistent with the June 2016 Floodplain Assessment Report by Croziers and Associates and associated modelling to the satisfaction of the GRCA and through with the submission and approval of permission from the GRCA (only required for Lots 219 to 225).
  - f) An Environmental Implementation Report (EIR) to the satisfaction of the Grand River Conservation Authority in consultation with the Township of Southgate. The EIR should include the above noted reports, monitoring, and mitigation outlined in the EIS. The EIR should also provide on-going shallow groundwater monitoring and inspection and reporting scheduled during construction.
  - g) The submission and approval of a Development, Interference with Wetlands and Alterations to Shorelines and Watercourses permit from the GRCA prior to any grading within the regulated area.

- h) A detailed Hydrogeological report that provides an assessment of groundwater level monitoring data from on-site piezometers. Data collected shall be of sufficient duration to establish reasonable high water table conditions under normal or above normal climatic (precipitation) conditions. The report shall, based on the observed seasonal fluctuation in groundwater levels (typically highest in the spring), provide a predicted 'high' groundwater elevation across the site as well as an interpreted high groundwater elevation on a lot by lot basis. The interpreted high groundwater elevation for each lot is intended to ensure a minimum vertical separation of 0.3 metres from the underside of the proposed basement floor elevation to the seasonal high groundwater elevation for each given lot. Proposed lot grading plans for the development shall provide the minimum recommended separation on all lots in conformance with Township standards. Where this is not feasible due to local site constraints, other groundwater management practices such as a groundwater drainage system (i.e. 3rd pipe system) may be implemented provided it can be demonstrated, to the satisfaction of the Township, that it will function under local site-specific conditions in the short and long term. Any proposed alternative groundwater management practice will require Township and GRCA approval.
  - i) An environmental rehabilitation plan addressing protective measures to be taken during construction to ensure retained wetlands and woodland areas will not be impacted.
  - j) Engineering design drawings for all works to be constructed as part of the development including any off-site works that are the responsibility of the Owner.
  - k) If the Owner intends to import fill from off the subject site for use on the site, the Developer shall prepare and implement a Soil Testing, Site/Soil Management, and Reporting Protocol. If grading is proposed prior to implementation of the Subdivision Agreement, a Site Alteration Permit Agreement with the Township will be required.
  - l) Detailed access plans to Highway 10 at the time the access is required for the applicable phase;
  - m) Prepare and implement a construction traffic access and control plan for all phases of servicing and building construction to the satisfaction of the Township and MTO. All damage or maintenance required to surrounding streets because of such traffic shall be at the developer's costs.
  - n) A Traffic Impact Study which identifies all required access locations and improvements required to accommodate the site traffic, and includes an assessment of off-site traffic impacts and recommendations for mitigation of these impacts. This Traffic Impact Study shall be submitted prior to final approval of each phase and shall be completed to the satisfaction of the Township, MTO and County Transportation Services.
10. That the Owner obtains final approval from the Ministry of Transportation for the proposed permanent access of Street 'H' to Highway 10, that the Owner meet all conditions required by MTO, and constructs and completes any required access upgrades to Highway 10 and the entrance from Highway 10 at the time of the applicable phase.

11. That the subdivision agreement between the Owner and the Township of Southgate be registered against the lands to which it applies, and that a copy of the registered subdivision agreement be filed with the County of Grey and the Ministry of Transportation.
12. A Noise Impact Assessment will be required with respect to traffic noise on Highway 10 to be completed to the satisfaction of MTO and the Township.
13. The following conditions shall be addressed to the satisfaction of the Ministry of Transportation:
  - a) That prior to final approval an 8 metre widening extending across the entire highway frontage (with the exception of the proposed street opening) be established as Blocks and dedicated as public highway on the owner's certificates and the final plan. A draft of the final Plan of Subdivision must be submitted to MTO for review.
  - b) That prior to final approval, visibility triangles with minimum dimensions to be designed in accordance with the Geometric Design Standards Manual for Ontario Highways, be dedicated as public highway under the owner's certificate on the final plan. A draft of the final Plan of Subdivision must be submitted to MTO for review.
  - c) That prior to final approval, a 0.3 metre reserve extended across the entire highway frontage including the visibility triangles (with the exception of the proposed street opening) be conveyed by deed to the MTO. All reserves by deed must be free and clear of all mortgages, liens, and encumbrances. The reserve must be illustrated as Blocks on the Plan of Subdivision. A draft of the final Plan of Subdivision must be submitted to the MTO for review. A draft of the transfer of deed and certification of title conveying the Blocks to the MTO must be submitted for review and approval prior to being registered.
  - d) That prior to final approval of any given phase, the owner shall submit to MTO and the County Transportation Services for their review and approval a copy of the Traffic Impact Study (TIS) indicating the anticipated traffic volumes and their impact upon the intersection of Highway 10 and the proposed street and the intersection of Highway 10 and Main Street. The TIS shall include the traffic generated by all the contributing Flato lands.
  - e) That prior to final approval of the applicable phase that requires access to Highway 10, the owner shall enter into a legal agreement with the MTO whereby the owner agrees to assume financial responsibility for the design and construction of the new street entrance and all necessary associated highway improvements.
  - f) That prior to final approval of the applicable phase that requires access to Highway 10, the owner shall submit to the MTO for their review and approval, a copy of the detailed drainage/storm water management plan/report indicating that intended treatment of the calculated runoff.
  - g) The Owner will ensure that the MTO receives a draft copy of the Subdivision Agreement that is to be executed between the Owner and the municipality for the proposed development in order to verify that these conditions are included in the agreement.

- h) The Owner will ensure that the MTO receives written confirmation from the municipal approval authority stating that this proposed development has received all approvals as may be necessary from other agencies.

#### Warning Clauses

- 14. The Developer agrees to include the following warning clauses in all offers of purchase and sale or lease for each dwelling unit:
  - a) The lands to the east of the subdivision across highway 10 are being utilized for normal agricultural operations that may result in noise, dust, odour and other potential nuisances associated with livestock or agricultural uses. These normal agricultural practices may occasionally affect the living environment of residents in close proximity to agricultural operations.
  - b) "Servicing capacity currently does not exist for the entire development. This could lead to a delay in the timing of final approval and the construction of any given dwelling within the subdivision". This clause is no longer required when sufficient servicing capacity exists for the entire development.
    - i) That home/business mail delivery will be from a designated Centralized Mail Box (CMB);
    - ii) That the developers/owners be responsible for officially notifying the purchasers of the exact CMB locations prior to the closing of any homes sales.
- 15. In the event the Town requires easements for turning circles through R-Plans from the Developer, as per Schedule "E" attached hereto, the Town covenants and agrees to release the easements when they are no longer required due to the extension of the next applicable phase.

**SCHEDULE "D"**  
**LANDS TO BE CONVEYED TO TOWNSHIP OR MTO**

**PARKS TO BE DEDICATED TO THE TOWN:**

Blocks 357, 358, 359, 360, 366 and 367

**0.3 METER RESERVES:**

Block 372

**STORMWATER MANAGEMENT:**

Block 363

**STREETS:**

Segment of Municipal ROW – Morgan Avenue  
Municipal ROW – Colgan Crescent  
Municipal ROW – Milliner Avenue  
Municipal ROW – McAlister Street  
Municipal ROW – Symington Street  
Future ROW (Block 370)  
Road Widening (Block 371)

**DAYLIGHTING TRIANGLES:**

Blocks 380 and 381

**WALKWAY/ACCESS:**

Block 378

## **SCHEDULE “E”**

### **EASEMENTS TO BE CONVEYED**

Such easements as are deemed necessary to implement the approved engineering plans shall be conveyed to the Township in accordance with municipal standards. Other easements that may be required to be conveyed include, but are not limited to, private easements for surface drainage, temporary easements, utility easements and mutual easements between abutting properties for repairs and maintenance.

Developer to submit an Easement Plan to the Township for review/approval prior to registering of easements.

STORM SEWER DRAINAGE EASEMENTS (FOR REAR YARD CATCH-BASINS)

HYDRO ONE EASEMENTS (FOR TRANSFORMERS AND KIOSK)

### **EASEMENTS ALREADY CONVEYED**

Such easements were necessary to implement the approved engineering plans from Phase 2a and Phase 4/5/6 and were conveyed to the Township in accordance with municipal standards.

Developer submitted an Easement Plan to the Township for review/approval prior to registering of easements.

EXISTING SEWER DRAINAGE EASEMENTS (FOR REAR YARD CATCH-BASINS)

- Across Lots 17 - 19, Part of Lot 233 Concession 1 Southwest of The Toronto and Sydenham Road being Part 3 on 16R-11089
- Across Lots 58 - 71, Part of Lot 233 Concession 1 Southwest of The Toronto and Sydenham Road being Part 1 on 16R-11252

### **EASEMENTS TO BE DISCHARGED**

Such easements were necessary to implement the approved engineering plans from Phase 1, 2a, 3 and North and were conveyed to the Township in accordance with municipal standards.

Developer had for earlier phases submitted Easement Plans to the Township for review/approval prior to registering of easements. The easements are no longer required.

References to MHBC FLATO EAST DRAFT PLAN OF SUBDIVISION Rev No. 7

PROPOSED STORM SEWER DRAINAGE EASEMENTS

- Parts of Lots 249-252



- Parts of Lots 255-256
- Part of Lot 259
- Parts of Lots 261-2633
- Parts of Lots 265-266
- Parts of Lots 285-310
- Parts of Blocks 325-326
- Parts of Blocks 328-330
- Parts of Blocks 333-334
- Parts of Blocks 335-337
- Parts of Blocks 339-341
- Parts of Blocks 342-343
- Parts of Lots 375 and 378

#### PROPOSED WATERMAIN EASEMENTS

- Part of Lot 232

#### EXISTING STORM SEWER DRAINAGE EASEMENTS (FOR TEMPORARY OVERLAND FLOW)

#### EXISTING 0.3m RESERVE EASEMENTS

#### EXISTING TURNING CIRCLE EASEMENTS

## **SCHEDULE "E-1"**

### **FORM OF AGREEMENT DEALING WITH EASEMENTS**

1. The following are some of the facts upon which this Transfer/Deed of Easement (the "Easement") is based:
  - (a) The Transferor is the owner in fee simple in possession of the lands in the Township of Southgate, County of Grey, being Part Lots xx on Plan 7M-xx, designated as Parts xx on Reference Plan 7R-xx, hereinafter referred to as "the servient tenement", over which the Easement hereinafter described is conveyed, and is also the owner in fee simple in possession of land abutting upon the servient tenement; and
  - (b) The Transferee is the owner in fee simple in possession of the public and common highways and other land within the Corporation of the Township of Southgate, is the owner of municipal services therein, hereinafter referred to as "the dominant tenement", and is acquiring the Easement hereinafter described for the purpose of extending such municipal services.
2. In consideration of other valuable consideration and the sum of TWO DOLLARS (\$2.00) paid by the Transferee to the Transferor (the receipt and sufficiency of which is hereby acknowledged), the Transferor hereby grants and conveys unto the Transferee, its successors and assigns for it the said Transferee and its servants, agents, workmen, employees and whomsoever else it may designate along with its and their vehicles and equipment, the right and easement at any time and at all times:
  - (a) to enter upon the servient tenement to construct, operate, inspect, maintain, alter, enlarge, repair and replace storm sewers, catch basins, transmission and control of surface water that may drain onto the servient tenement from surrounding land; and
  - (b) to enter upon the servient tenement to construct, operate, maintain, alter, enlarge, repair and replace a swale and any other similar work that may be required for the transmission and control of surface water that may drain onto the servient tenement from surrounding land.
  - (c) the right to allow surface water from rain, snow and hail to flow from the dominant tenement, across the servient tenement from the dominant tenement.
3. The Transferee covenants that after doing any of the work contemplated in the preceding paragraph, it will restore the surface of the servient tenement as nearly as is practicable to its condition before exercising such rights.
4. The Transferee further covenants that it will be responsible for any damage that is caused by its operations in the exercise of its rights aforesaid.
5. The Transferor covenants on behalf of itself, its successors and assigns that it will not do anything to impede the flow of surface water from rain, snow and hail from the dominant tenement over the servient tenement that it will keep the servient tenement free and clear of any trees, building, structures or obstructions and will use the servient tenement only

as a lawn, garden, flower bed or driveway and will not deposit on or remove any fill from the servient tenement which will have the effect of raising or lowering the level thereof and will not do or suffer to be done any other thing which might injure or damage the said municipal services.

This transfer is signed by the transferor on the \_\_\_\_ day of \_\_\_\_, 2023, and by the transferee on the \_\_\_\_ day of \_\_\_\_, 2023.

\_\_\_\_\_  
Transferor

\_\_\_\_\_  
Transferee

## **SCHEDULE "F"**

### **PAYMENTS TO BE MADE AND SECURITIES TO BE PROVIDED TO THE TOWNSHIP**

#### PAYMENTS TO THE TOWNSHIP

#### DUE DATE

Building Deposit

upon Building Permit issuance

Development and Education Charges

upon Building Permit issuance

#### **SECURITIES TO THE TOWNSHIP**

1. The Phase 11 Securities Report below is to outline additional securities amount required to support this agreement, and to be reviewed and updated prior to registration of this Agreement.

To determine the updated securities, this Schedule provides reference for final security calculations prior to registration based on completed works reflected in the security calculations completed under the pre-servicing agreement as provided below:

[NTD - securities estimate to follow]

**SCHEDULE "G"**  
**MUNICIPAL SERVICES TO BE PROVIDED BY DEVELOPER**

*The services described herein shall be constructed in accordance with plans and specifications meeting the Township's applicable servicing standards and as approved in writing by the Township Engineer.*

- 1.1 Storm Drainage Works
  - 1.1.1 Storm Sewers and service connections
  - 1.1.2 Manholes
  - 1.1.3 Catchbasins
  - 1.1.4 Completion of Storm Water Management Facility including improvements to supporting external infrastructure and all related appurtenances.
- 1.2 Wastewater Collection System
  - 1.2.1 Sanitary Sewers and service connections including improvements to supporting external infrastructure and all related appurtenances.
  - 1.2.2 Manholes
  - 1.2.3 All related Appurtenances
  - 1.2.4 Sanitary Sewage Pumping Station to be completed to the Interim Condition including sanitary forcemain connecting in to Phase 1.
- 1.3 Water Distribution System
  - 1.3.1 Water Mains to the limits of the subdivision and service connections including improvements to supporting external infrastructure and all related appurtenances.
  - 1.3.2 Fire hydrants
  - 1.3.3 All related Appurtenances
- 1.4 Roadworks
  - 1.4.1 Roads and streets within the plan of subdivision including improvements to supporting external infrastructure and all related appurtenances,
  - 1.4.2 Boulevard Topsoil and Sodding
  - 1.4.3 Signage (to be installed as required by this agreement and Township servicing standards)
  - 1.4.4 Sidewalks and walkways
  - 1.4.5 Trees \*
  - 1.4.6 Retaining Walls
  - 1.4.7 Driveway ramps
  - 1.4.8 All Related Appurtenances
- 1.5 Utilities (to be provided without conflict with other municipal services)
  - 1.5.1 Underground Electrical Distribution System including street lights
  - 1.5.2 Communication System
  - 1.5.3 Natural Gas Distribution System
  - 1.5.4 Street lighting
  - 1.5.5 All Related Appurtenances
- 1.6 Fences
  - 1.6.1 Fencing in accordance with municipal standards and approved drawings.

1.6.2 Noise control barriers

1.7 Parkland

1.7.1 Completion of parkland in accordance with municipal standards and approved drawings

**All services, facilities and items to be provided pursuant to this Agreement shall be constructed, installed and provided as the case may be in accordance with the approved plans and specifications and where not otherwise so specified in accordance with the Township's Municipal Servicing Standards then in effect.**

**\* Trees shall be planted in accordance with the Township's policies affecting new subdivisions.**

## **SCHEDULE "H"**

**THE FOLLOWING COVENANTS AND RESTRICTIONS SHALL BE PLACED IN EVERY CONTRACT FOR THE SALE OF PART OF THE LANDS AND SHALL BE REGISTERED AGAINST THE TITLE TO EVERY LOT OR BLOCK FORMING A PART OF THE LANDS:**

The purchaser/transferee covenants as follows:

- i) the purchaser/transferee covenants and agrees that the surface grading and drainage including all swales for the within described land shall at all times conform to the Approved Grading Plan and Individual Lot Plan for the Lands referred to in the Subdivision Agreement with the municipality which controlled the development of the Lands and shall not be altered without the written approval of the municipality;
- ii) the purchaser/transferee covenants and agrees under no circumstances shall roof water, surface water or ground water drains be connected to the municipal sanitary sewer system;
- iii) the purchaser/transferee acknowledges and agrees that a storm sewer service shall be extended from the street line to the top of foundation elevation and that sump pumps shall be connected to the storm sewer service at the top of foundation in accordance with applicable municipal servicing standards, and further, that no gravity connection shall be made to the service. All sump pumps shall be installed with backflow preventers or check valves to the satisfaction of the Chief Building Official.
- iv) the purchaser/transferee covenants and agrees that the construction of any accessory buildings or structures (including swimming pools) shall require the approval of the Township and acknowledges that swimming pools may be adversely affected by high groundwater levels;
- v) the purchaser/transferee covenants and agrees to maintain any fence on the boundary of the within-described lands in good condition if such fence was erected as a requirement of the original subdivision or development agreement affecting the lands and, when necessary, replace same from time to time with a fence made of the same or similar materials and of the same standard;
- vi) the purchaser/transferee covenants that no curb cuts shall be made or permanent driveway ramp installed until the foundation of the dwelling unit to be served by that particular driveway entrance has been completed. If the Developer/transferee proceeds, at their option, to install a driveway cut in advance of the foundation of the dwelling unit, the developer/transferee shall be committed to that driveway location for that lot as part of this agreement and no Building Permit shall be issued for this lot that does not reflect the driveway at that location. The Developer/transferee shall be responsible for damage, if any, to the remaining curb.
- vii) the purchaser/transferee acknowledges and agrees that the soils which are used to backfill around the foundation of the dwelling unit on the subject lands may subside after the date upon which a certificate has been issued indicating that the lands have been graded in accordance with the approved lot grading plan and the purchaser/transferee covenants that in such event he/she /they or it shall provide and place additional soils to ensure that the lot continues to be graded in accordance with the approved lot grading plan,



- viii) the purchaser/transferee covenants and agrees that no building or construction materials associated with the residence to be constructed on the within lands shall be stored on a street allowance or other municipally-owned property; and,
- ix) the purchaser/transferee covenants and agrees to comply with the requirements of the Township's sewer use by-law in effect from time to time.

Each of the above covenants and restrictions shall run with the title to the lands and are declared to be for the benefit of the Transferor's remaining lands and for the benefit of the roads and streets abutting the within-described lands

## SCHEDULE "I"

### LIST OF APPROVED PLANS

SUBDIVISION: Flato East, 197 lots/units (Phase 11)

#### List of Drawings

Developer: **Flato Dundalk Meadows Inc.**

<u>Drawing #</u>	<u>Rev #</u>	<u>Date</u>	<u>Drawing Title</u>	<u>Firm Prepared By</u>
100	1	Jan. 18, 2023	Cover Page & Drawing List	CF Crozier
100A	2	Nov. 28, 2016	Flat North Draft Plan of Subdivision	MHBC
100B	7	May 9, 2023	Flato East Draft Plan of Subdivision	MHBC
100D	1	April 21, 2023	Composite Phasing Plan	MHBC
C101	7	June 16, 2023	General Site Servicing Plan	CF Crozier
C102A	7	June 16, 2023	Site Grading Plan (North Plan)	CF Crozier
C102B	7	June 16, 2023	Site Grading Plan (South Part)	CF Crozier
C102C	7	June 16, 2023	Side Yard Storm Sewer Cross-Sections	CF Crozier
C102D	7	June 16, 2023	Side Yard Storm Sewer Cross-Sections	CF Crozier
C103A	7	June 16, 2023	Plan & Profile Morgan Avenue From Sta 0+140 to Sta 0+460	CF Crozier
C103B	7	June 16, 2023	Plan & Profile Morgan Avenue From Sta 0+460 to Sta 0+520	CF Crozier
C103C	7	June 16, 2023	Plan & Profile Colgan Cr From Morgan Ave to Sta 0+220	CF Crozier
C103D	7	June 16, 2023	Plan & Profile Colgan Cr From Sta 0+220 to Sta 0+380	CF Crozier
C103E	7	June 16, 2023	Plan & Profile Colgan Cr From Sta 0+380 to Symington St	CF Crozier
C103F	7	June 16, 2023	Plan & Profile Milliner Avenue From Morgan Ave to Sta 0+180	CF Crozier
C103G	7	June 16, 2023	Plan & Profile Milliner Avenue From Sta 0+180 to Hwy 10	CF Crozier
C103H	7	June 16, 2023	Plan & Profile Symington St From Morgan Ave to Milliner Ave	CF Crozier
C103I	7	June 16, 2023	Plan & Profile McAlister St From Morgan Ave to Milliner Ave	CF Crozier
C103J	7	June 16, 2023	Plan & Profile WM to Hwy 10	CF Crozier
C104	7	June 16, 2023	Erosion and Sediment Control Plan	CF Crozier
C106A	7	June 16, 2023	SWM Pond Plan Section D-D	CF Crozier
C106B	7	June 16, 2023	SWM Pond Section A-A (Sta 0+000 to 0+290)	CF Crozier

C106C	7	June 16, 2023	SWM Pond Section A-A (Sta 0+200 to 0+340) Section B-B	CF Crozier
C106D	7	June 16, 2023	SWM Pond Section C-C	CF Crozier
C106E	7	June 16, 2023	SWM Pond Details	CF Crozier
C109	7	June 16, 2023	Sanitary Drainage Plan	CF Crozier
C110	7	June 16, 2023	Storm Drainage Plan	CF Crozier
C111	7	June 16, 2023	Construction Notes Typical Cross-Section and Details	CF Crozier
C113A	7	June 16, 2023	Ontario Provincial Standard Drawings	CF Crozier
C113B	7	June 16, 2023	Ontario Provincial Standard Drawings	CF Crozier
C113C	7	June 16, 2023	Ontario Provincial Standard Drawings	CF Crozier
C113D	7	June 16, 2023	Municipal Standard Drawings	CF Crozier
C113E	7	June 16, 2023	Canada Post Community Superbox Details	CF Crozier
C114A	7	June 16, 2023	Foley Drain Crossing Morgan Ave. General Arrangement Plan	CF Crozier
C114B	7	June 16, 2023	Foley Drain Crossing Morgan Ave. Cross-Sections A-A, B-B	CF Crozier
C115A	1	June 16, 2023	Composite Utility Plan (North Part)	CF Crozier
C115B	1	June 16, 2023	Composite Utility Plan (South Part)	CF Crozier
C115C	1	June 16, 2023	Composite Utility Plan Details	CF Crozier
T300	5	June 16, 2023	Pavement Marking and Signage Plan	CF Crozier
S100	7	June 16, 2023	Foley Drain Crossing Morgan Ave. Culvert Footing Details	CF Crozier
E001	6	June 16, 2023	Cross-Section Details, Legend & Drawing List	CF Crozier
E100	6	June 16, 2023	Site Plan – Photometric North	CF Crozier
E101	6	June 16, 2023	Site Plan – Photometric South	CF Crozier
E102	6	June 16, 2023	Site Lighting Details	CF Crozier
E110	6	June 16, 2023	Site Plan – Electrical North	CF Crozier
E111	6	June 16, 2023	Site Plan – Electrical South	CF Crozier
E112	6	June 16, 2023	Site Electrical Details	CF Crozier
L-1	4	June 19, 2023	Landscape Plan	MHBC
L-2	4	June 19, 2023	Landscape Plan	MHBC
L-3	4	June 19, 2023	Landscape Details	MHBC

### **List of Reports**

- Planning Justification Brief – Zoning By-law Amendment & Redline Draft Plan of Subdivision (MHBC Planning, April 2023)
- Engineering Letter – Zoning By-law Amendment & Redline Draft Plan of Subdivision (CF Crozier, April 2023)
- Environmental Implementation Report (Dundalk East Phase 11) (May 2022)
- MTO Environmental Screening Document (Edgewood Greens – Phase 11) (CF Crozier, January 2023)
- Servicing & Stormwater Management Implementation Report (Edgewood Greens – Phase 11) (CF Crozier, January 2023)
- Fill Control Report (Edgewood Greens – Phase 11) (CF Crozier, April 2022)
- Sanitary Pumping Station Design Brief (Flato East) (CF Crozier, August 2021)
- Traffic Impact Study (Flato East) (CF Crozier, February 2021)
- Preliminary Stormwater Management and Floodplain Assessment Report (CF Crozier, December 2015)
- Stage 1 Archeological Background Study (AMICK, December 2015)
- Environmental Impact Study – Draft Plan of Subdivision – Flato East (Riverstone Environmental, December 2015)
- Planning Justification Report – Zoning By-law Amendment & Draft Plan of Subdivision – Flato East (MHBC Planning, December 2015)

**SCHEDULE “J”**

**PHASING PLAN**

**Not applicable**

**SCHEDULE “K”**  
**PHASE M-PLAN(S)**

1. Schedule “K4” for Phase 11

## FORM "1"

### Final Lot Grading and Drainage Certificate

The undersigned hereby certifies to the Corporation of the Township of Southgate (the Township) that the foundation of the buildings and structures and any openings in such foundation wall constructed on the following property:

STREET NO.

STREET

being LOT / BLOCK

REGISTERED PLAN

have been constructed, in conformance with the overall Approved Grading Plan and Individual Lot Plan (as approved by the Township) referred to in the Subdivision/Development Agreement registered against the title to the said property as shown on the as-built grading survey attached.

The undersigned further certifies to the Township that:

- (i) The final grading of the above referred to property has been completed in substantial compliance with the Approved Individual Lot Plan described in the Subdivision/Development Agreement.
- (ii) The grade elevations of all lot boundaries and corners including the front lot corners of the property are in substantial conformance with the Individual Lot Plan; and,
- (iii) The lot has been graded to provide positive drainage in the front, rear and side yard and that there is no area of the property which is subject to ponding of water.

This certificate is given and delivered to the Township in full knowledge that the Township relies on this certification in providing evidence of compliance with the applicable Subdivision or Development Agreement affecting this property.

Dated at \_\_\_\_\_, Ontario, this \_\_\_\_\_ day of, \_\_\_\_\_, 2023

Signature of OLS / Professional Engineer

Name of OLS / Professional Engineer

***NOTE: Copies of this form of certification are available at the Township's Building Department***



## FORM "2"

Your Name & Address

Date of Issue:  
Irrevocable Standby Letter of Credit

Reference No:

APPLICANT

BENEFICIARY:  
THE CORPORATION OF THE TOWNSHIP OF  
SOUTHGATE  
185667 Grey Cty Rd 9  
RR 1 Dundalk On N0C 1B0

AMOUNT:  
MAXIMUM in Canadian Dollars:

We hereby authorize you to draw on (Bank & Address) for Account of (Applicant), up to an aggregate amount of (amount) (CAD) of lawful money of Canada available by Draft(s) on demand.

Pursuant to the request of our customer, (applicant), we, (bank) hereby establish and give to you an irrevocable standby letter of credit (the "credit") in your favour in the total amount of (amount) Canadian dollars pursuant to the agreement between the Township of Southgate and (applicant) dated (date) with respect to *the total cost of all development works and engineering costs* **[wording to be amended to as necessary to identify purpose of the Letter of Credit i.e. as an assurance that required works will be completed in Article 10 or to act as a building deposit pursuant to Article 14]**

This credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have a right as between yourself and our said customer to make such demand and without recognizing any claim of our said customer.

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

This credit will continue up to the (date), subject to the following condition:

It is a condition of this credit that it shall be deemed to be automatically extended without amendment for one year from the present or any future expiry date hereof, unless at least 30 days prior to such expiry date, we notify you in writing by registered mail, that we elect not to consider this credit to be renewable for an additional period. Upon receipt by you of such notice, you may draw hereunder by means of your signed written demand for payment.

Partial Drawings are permitted.

Drafts must be shown and negotiated not later than the (date) or automatically extended date.



## **Staff Report FIN2023-013**

**Title of Report: FIN2023-0013 Donation, Grant, Sponsorship Funds Available**

**Department: Finance**

**Council Date:** July 5, 2023

**Recommendation:**

**Be it resolved that** Council receive Staff Report FIN2023-013 Donation, Grant, and Sponsorship Funds Available be received as information;

### **Background:**

Policy #3, Grant/Donation Policy, was approved by By-law 2018-043 on April 4, 2018. As the Township of Southgate benefits from the support of Community Volunteer Organizations, Individuals or Groups that provide a service to the community or represents the Community at events, Policy #3 sets the process an applicant must follow when requesting the Township's financial support. The Policy distinguishes between donation requests, grant requests, and funding requests. The policy does not apply to requests for financial support from Hospitals.

The Township accepts and reviews requests for funding or grants through-out the calendar year. Funding requests must be for one-time financial support from a not-for-profit community group or organization for a specific capital project where Council may consider approving 50% matching funding where there is demonstrated benefit to the public. Grant requests must be from a not-for-profit community group or organization for a capital project or service delivery event/program. Council may consider approving up to 100% of the funding request where there is demonstrated benefit to the Township of Southgate that supports the delivery of municipal services or that demonstrates an important benefit to the community.

All Donation, Funding and Grant applications are to be funded from Community Reserve Funds, which the Township of Southgate receives from the Eco-Park Royalties and the Samsung Solar.

### **Year to Date Allocations:**

The 2023 Budget contains \$25,000 for donations, funding and grants, funded equally from the Community Benefit Reserve Funds (Eco-Park and Southgate Solar).

On February 15, 2023, Council approved \$13,375.75 in grant and donations for 2023.

**Staff Comments:**

Staff have reviewed the sponsorship request and can confirm that there is a balance of \$11,624.25 still available for donations, grants, and sponsorships.

**Financial Implications:**

None at this time

**Communications & Community Action Plan Impact:**

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

Mission Statement Pillars

- Trusted Government
- Economic Prosperity.

Themes:

- Municipal Services
- Public Communications

Core Values:

- Integrity
- Stewardship

**Concluding Comments:**

For 2023 to date, Council has approved donations/grant/sponsorships based on Policy #3 of \$13,375.75.

With an annual budget of \$25,000, there is currently \$11,624.25 still remaining for sponsorship, donation or grant requests for 2023.

Respectfully Submitted,

**Dept. Head:**                      **Original Signed By**  
Adam Mighton CPA, CGA, Treasurer

**CAO Approval:**                **Original Signed By**  
Dina Lundy, CAO

**Attachment:**                None

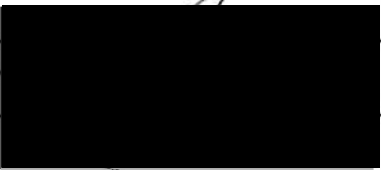


## Schedule A

### Conference, Workshop/Seminar & Training Policy #2

#### Council and Staff Education Evaluation Report Conference, Training, Seminars & Professional Development/Self-Study

Participant's Name: MARTIN SHIPSTON

Course/Workshop/Conference: <u>F.C.M</u>	Overall Evaluation: Excellent <input checked="" type="checkbox"/> Good <input type="checkbox"/> Average <input type="checkbox"/> Poor <input type="checkbox"/>
Association /Institution Provider:	Name of Instructor:
Dates of Attended: (if online, indicate online) <u>MAY 25 - 28<sup>th</sup> 2023</u>	
Purpose of Attending: <u>TO LEARN AND NETWORK WITH OUR NATIONAL COUNTERPARTS</u>	
Please summarize the contents and the main points of the course: (Attach additional pages if necessary)  <u>SEE ATTACHED</u>	
Will you use this information in your role? If yes, explain how:  <u>YES, I BELIEVE I WILL IN THE FACT ONE HAS TO THINK OUT SIDE OF THE BOX WHEN DEALING WITH INFRASTRUCTURE AND FISCAL ISSUES</u>	
Do you recommend that other Council Members/Staff attend this course? If so, who and why:  <u>A VERY WORTHWHILE CONFERENCE</u>	
Should similar course material be presented in house? If yes, by whom?  <u>N/A</u>	
Signature: 	Date: <u>JUNE 10 - 2023</u>

## FCM CONFERENCE NOTES

### DAY 1

Janet Drysdale, rep for C.N, opening remarks dealt with C.N's safety record and commitment to working with municipalities and businesses. The company now only moves freight not passengers so emphasis was on supply chains to keep the economy moving. I did ask reps manning their booth about the ongoing discussion about maintenance of drains on or near C.N.tracks but not much comment as talks are stalled.

Carol Saab, FCM C.E.O. in her welcoming speech talked about immigration policies. There is a need for growth as the population is ageing and less children are being born. Growth is needed for the people and ensuing economic growth. She also touched on a theme that was very evident throughout the conference, that there is a flawed dynamic between the Federal and Provincial governments, and the vacuum that leaves municipalities left to figure things out. This also tied into the discussion of a much needed new revenue stream. A statement that almost could be a rallying cry was municipalities are the providers of services and first in line to the people and should not be satisfied with the "status quo".

Jennifer McKelvie, Deputy Mayor of Toronto in her opening speech mentioned that 60% of all infrastructure is owned by municipalities but only "you cannot eat subdivisions".receive up to 12 cents out of every tax dollar. Another reason for the need for a new fiscal source and renewal.

### WORKSHOP ON INTERCOMMUNITY TRANSIT

- Intercommunity transit is a driver,(no pun intended), for economic growth and mobility of new populations especially in rural areas.
- Ridership has been falling because of the pandemic, business failures of private carriers, or the same moving their operations. This does not reflect on the importance of having transit
- This again is reflected in populated areas where 3% of trips are done by bus or rail. Corridors like the Windsor to Quebec line are non-existent in rural and Northern Ontario.
- Hubs are the answer to this for they provide servicing for Go-trains, buses, public transit and smaller bus runs like the Owen Sound to Guelph line.
- Transit in rural areas should be looking for private sponsorship and advertise and highlight what we have,i.e., Grey/Bruce transit and Saugeen Mobility.
- Partnership with upper levels of government to increase the infrastructure needed in rural areas, again mentioning the fact that it is good for economic growth.
- In smaller communities transit can alleviate social isolation, help with food security issues, and impact local economies. Route rimes can be coordinated with local clinics for medical needs with partnerships with groups like United Way, V.O.N. etc.

### PRIME MINISTER OPENING SPEECH

The Prime Minister talked about housing and transit funding and the necessity to make changes. One item that stuck with me was as far as the housing was to allow multiplexes being built in all developments, not just stay with the ancient idea of inclusive detached housing zoning.

## DAY 2

### FUTURE PROOFING CANADA'S AGRICULTURAL SECTOR

- Build up not out and keep farmland prices at respectful farmland prices, not overpriced for speculative land use. One panellist said "you cannot eat subdivisions". The resounding consensus was prime farmland should stay just that, prime agricultural land.
- A call to create agricultural advisory boards to oversee AG policies, not politicians who look only at 4 year terms, not the 25 plus that is needed for sustainability.
- Not enough lobbying by the agricultural sector to the province, needed to counterbalance the lobbying done by developers.
- Looking down the road of 25 years for sustainability many examples were given. One farmer has his own bio-digester, which quickly was copied by neighbouring farms. They treat their own manure, treat food waste from local businesses and in the process create hydro and make their own fertiliser. A perfect example of a cyclical and sustainable operation.
- Only 3% of global landmass is arable, with hundreds of thousands of acres being lost every year. Again the idea of building up not out was prevalent.
- 90% of farms across Canada are family owned, while at the same time being only 2% of the population. This is the exact opposite in the U.S. as most farms fall under a corporate banner or umbrella.

### CLIMATE CHANGE AND FARMING

- The panellists touched on this topic as it directly affects land use and food sustainability and security.
- The extreme weather can destroy crops so actually more arable land is needed to offset any failures. It was stressed that land decisions have to have an agricultural climate lens to adapt to these extremes. To quote again, "you cannot eat subdivisions".
- Save arable land for farming not inclusive urban sprawl.
- An example of climate sustainability was one chicken operation that used technology in their barns. Solar walls were used for preheating, solar panels for hydro and air/heat exchangers to use heat. Water use was decreased by 40% and the carbon footprint decreased by 37%. Water use was decreased and retention was increased because of higher temperatures. Catching and retaining water will be important for times of drought and other extreme weather.

A very engaging and informative session

## DAY 3

- Sustainability was also a main area when dealing with housing. This also touched on climate issues.
- A social housing organisation used CMHC seed money, their own reserves and grants from climate funds to renovate their existing buildings. Because of the cost savings of making the buildings climate worthy they can pay off loans from money saved in utilities etc. No new money is needed as it is self paying and sustainable.

I found this was a general theme of the FCM conference. To look at sustainability and to be creative with what monies municipalities can acquire. These ideas lead in to the plenary on funding.

#### NEW FISCAL FRAMEWORK FOR MUNICIPALITIES

- The current system of raising revenues mostly through property taxes places constraints on municipalities.
- All are labouring under a paradigm that was built on property taxes under an Act called the Baldwin Act of 1849.
- Today's challenges are different from 174 years ago as municipalities are being asked to settle newcomers, reduce greenhouse gases, as well as dealing with a infrastructure deficit of 175 billion.

Halifax Mayor Mike Savage stated "municipalities across the country are constrained by a fiscal framework that is not designed to empower local governments to drive local solutions at the scale needed for 2023 and beyond. He also stated that local governments have no ability to get respective provincial governments to even consider changing the current model. Lower tier's have no "leverage".

Mayor of Montreal Valerie Plante stated "We need to fix this broken system of fiscality because it puts us into a situation where cities are always needing and asking for things here and there." I would also say that applies to rural townships as well. Plante also said "we are looking for a vision and we are looking for recognition that we are partners". And "we want a working partnership".

Coupling that sentiment with the previously mentioned fact that municipalities own 60% of all infrastructure but get very little out of a tax dollar was can certainly understand the reasoning behind such statements.

The sessions were very informative and had one of the best trade shows. I was impressed how so much we have in common, good and bad. I am thankful I was able to attend. A very worthwhile conference.

Martin Shipston






## Schedule A

### Conference, Workshop/Seminar & Training Policy #2

#### Council and Staff Education Evaluation Report Conference, Training, Seminars & Professional Development/Self-Study

Participant's Name: MARTIN SHIPSTON

Course/Workshop/Conference: <u>O.A.C.A</u>	Overall Evaluation: Excellent <input type="checkbox"/> Good <input checked="" type="checkbox"/> Average <input type="checkbox"/> Poor <input type="checkbox"/>
Association /Institution Provider: <u>O.A.C.A</u>	Name of Instructor:
Dates of Attended: (if online, indicate online) <u>JUNE 4TH - 6TH 2023</u>	
Purpose of Attending: <u>TO LEARN MORE ABOUT PLANNING</u>	
Please summarize the contents and the main points of the course: (Attach additional pages if necessary) <u>A LOT OF SESSIONS WERE BASED ON CHANGES BY BILL 23 AND ANY REPERCUSSIONS TO PLANNERS ETC.</u>	
Will you use this information in your role? If yes, explain how: <u>AS A MEMBER OF OUR C.O.F.A YES. THE CONFERENCE SHOWED ME THAT EACH CASE IS SPECIAL AND I SHOULD BE MORE ACTIVE IN LOOKING AT FILES</u>	
Do you recommend that other Council Members/Staff attend this course? If so, who and why: <u>I THINK SO MAINLY BECAUSE OUR C.O.F.A IS MADE UP OF COUNCIL MEMBERS, SO ANY KNOWLEDGE IN A FIELD ONE IS NOT FLUENT IN IS GOOD</u>	
Should similar course material be presented in house? If yes, by whom? <u>HARD TO SAY BUT IF THERE IS ANY INFO FROM O.P.P. AS BOOKLETS ETC THAT WOULD BE BENEFICIAL</u>	
Signature: 	Date: <u>JUNE 10 2023</u>

## OACAA CONFERENCE NOTES

### DAY 1

#### ANALYSING LEGISLATIVE CHANGES OF BILL 23 (and other Planning Proposals)

- Bill 23 changes significant to municipalities were the Schedule 2 Conservation Act and Schedule 3 Development charges.
- Priority to develop housing over (almost) all policies, aided by Bill 3 Strong Mayors, Bill 39 Integration of Public Planning and Places to Grow Act to have Provincial Planning Statement. It was noted that in Section 3(s) wordage was important. Consistency or conformity. Speakers thought consistency should be in the forefront as it is malleable, considering no two files are alike.
- Proposed P.P.S will have the growth Plan into a policy statement, repeal the plan except about greenbelt concerns. This will have a de-designation in growth plan areas.
- Emphasis on building "complete communities" where schools have to be part of that complete community.
- Upper tier items can be downloaded to lower tier governments to figure out any of the new policies., even though it still could be overridden by Ministerial approvals.
- As far as Greenbelt 7500 acres will be taken away to build 50,000 homes. It was stated 17 new areas were added to greenbelt. Easier to grade and bulldoze already flat land is the way I read that info point. In this there is no policy to revert back to Greenbelt if not developed within the normal time frames.
- Hazard lands to be amended in regulations No longer a consideration of pollution control and conservation of land. It was stated that there will be control of unstable soil or bedrock.
- Changes to Parkland, non-profit housing and 2nd and 3rd living areas on residential lots.
- Parkland rate the conveyance changed to 1 hectare to 600 units or if cash-in-lieu 1 hectare to 1,000 units. My opinion still not enough, parkland or greenspace makes a community.

#### STRONG MAYORS ACT

This was a review of Bill 3 and Bill 39, Building Homes Act and Better Municipal Governance Act, respectively.

- Traditional roles stated that a Mayor should be a C.E.O. and preside over meetings, provide leadership, provide information and recommendations to Council, and to be at official functions. A lot of ceremonial and procedural duties and power. This distinguished the Head of Council from other councillors This was a tradition stemming from the Baldwin Act from the 1800's.
- It was stated Bill 3 in many ways is an old idea being brought back to life. New powers for Toronto and Ottawa mayors that could move to other larger centres. It was mentioned the mayor of Ottawa does not agree with the plan.
- New amendments include the power to direct employees, appoint the C.A.O.,organise structure of municipality,appoint local boards and committees,new veto powers and powers regarding budget, all in the name of housing.
- This exercising of power should be done in writing and all info and documents pertaining to why should be provided for transparency.
- The power to dissolve committees or appoint committee chairs only applies to Committees solely made up of members of Council.

As mentioned previously all this is done for the overarching policy of building homes. This is to support Provincial priorities of building 1,5 million homes and the infrastructure needed. This is where veto power can come into play as it applies to laws passed under the Municipal, Planning, and D.C. Charges Act However a council is supposed to have a veto through a 2/3 majority vote. There is a change in Bill39 which was stated as most controversial. Power to introduce and get by-laws passed with only 1/3 of council support, and if it falls in line with provincial priorities. These most controversial powers have not been tested as I previously mentioned the Mayor of Ottawa does not agree and Toronto just is going through an election with a Mayor resigning.

#### IMPLICATIONS FOR C of A's

- Fundamentally the new changes in the legislation do not introduce new powers,they change the balance of power and who wields the existing powers.
- This could have an impact of more permissive and development friendly situations to the developers lobbying power and influence.
- Implications could be increased budgets to Planning Departments because of increased staffing and resources available, especially to rural townships.

#### PLANNING IN PUBLIC INTEREST

This was a session put on by the Ontario Professional Planners Institute and dealt with their impression and perspective on Bill 23.

- With additional residential units on one existing lot minimum of three units, could be more. One question asked was in an older subdivision what about infrastructure. Most sewer lines would be fine but there was concern about water lines being too small for all new buildings or spaces. The OPPI supports this because it allows for "gentle " intensification.
- They have long supported high density around transit hubs.
- It was mentioned that planning authority could be taken away from 7 upper-tier governments in Southern Ontario. They had concerns about planning for regions.
- They spoke and answered questions on concerns about 3rd party appeals and the fact there is a definite lack of public input. Which to myself I found alarming as it does undermine the democratic process. It is called public planning for a reason.
- They were concerned about changes to the Conservation Act but the speaker did not comment much as there could be more on the way.

It was an interesting conference and I am glad that I attended. I have downloaded the following PDF's so if any council member wants the file to read I will gladly send them to you.

- AMO HOUSING PRESENTATION
- BILL 276 AND EFFECTS
- CHANGES TO CONSERVATION AUTHORITIES ACT
- HOW TO ADDRESS PUBLIC CONCERNS
- ON FARM DIVERSIFIED USES
- OPPI WHAT TO EXPECT IN 2023 AND BEYOND
- OVERVIEW OF MPAC



**Township of Southgate**  
**Minutes of Police Service Board**

April 11, 2023  
9:00 AM  
Holstein Council Chambers

Members Present: Mayor Brian Milne  
Councillor Jim Ferguson  
Member Allen Dobreen

Staff Present: Lindsey Green, Recording Secretary  
Elisha Milne, Legislative Assistant

**1. Call to Order**

Chair Milne called the meeting to order at 9:00 AM.

**2. Appointments**

**Moved By** Member Dobreen

**Seconded By** Councillor Ferguson

**Be it resolved that** the Board appoint Elisha Milne as a Secretary of the Police Service Board.

**Carried**

**3. Confirmation of Agenda**

**Moved By** Councillor Ferguson

**Seconded By** Member Dobreen

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

**Carried**

**4. Declaration of Pecuniary Interest**

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

**5. Adoption of Minutes**

**Moved By** Member Dobreen

**Seconded By** Councillor Ferguson

**Be it resolved that** the Board approve the minutes from the February 21, 2023 Police Service Board meeting as presented.

**Carried**

**6. Business Arising**

None.

**7. Detachment Commander's Report**

**Moved By** Member Dobreen

**Seconded By** Councillor Ferguson

**Be it resolved that** the Detachment Commander's Report be received for information.

**Carried**

**8. Correspondence**

**Moved By** Councillor Ferguson

**Seconded By** Member Dobreen

**Be it resolved that** the Board receive the items of Correspondence dated April 11, 2023 for information.

**Carried**

**8.1 Crime Stoppers of Grey Bruce - Funding Request -  
received February 28, 2023**

**9. New / Unfinished Business**

None.

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

None.

**11. Confirmation of Next Meeting**

Tuesday June 20, 2023 at 9:00AM

## 12. Adjournment

**Moved By** Councillor Ferguson

**Seconded By** Member Dobreen

**Be it resolved that** the Board adjourn the meeting at 9:22 AM.

**Carried**

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Chair Brian Milne

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Recording Secretary Lindsey Green



**Township of Southgate**  
**Minutes of Affordable-Attainable**  
**Housing Committee**

April 26, 2023  
6:00 PM  
Electronic Participation

Members Present: Councillor Martin Shipston  
Councillor Joan John  
Gerry McNalty  
Nola Marion  
Jordan DeJong  
Carolynn Dyer  
Muriel Scott

Staff Present: Clinton Stredwick, Planner  
Holly Malynyk, Recording Secretary

**1. Call to Order**

Chair Councillor Shipston called the meeting to order at 6:00PM.

**2. Confirmation of Agenda**

**Moved By** Gerry McNalty

**Seconded By** Carolynn Dyer

**Be it resolved that** the Committee confirm the agenda as amended to include the presentation to item 7.2 Institute of Southern Georgian Bay discussion.

**Carried**

**3. Declaration of Pecuniary Interest**

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



#### **4. Delegations & Presentations**

None.

#### **5. Adoption of Minutes**

**Moved By** Carolynn Dyer

**Seconded By** Gerry McNalty

**Be it resolved that** the Committee approve the minutes from the April 4, 2023 Affordable-Attainable Housing Committee meeting as presented.

**Carried**

#### **6. Staff Updates**

##### **6.1 2023 Committee Meeting Schedule**

**Moved By** Councillor John

**Seconded By** Muriel Scott

**Be it resolved that** the Affordable Attainable Housing Advisory Committee meet the third Tuesday of every month at 6:00PM electronically with the exception of December starting on Tuesday, May 16, 2023.

**Carried**

##### **6.2 2023 Canadian Rural Housing and Homelessness Symposium - Verbal Update**

Secretary Holly Malynyk provided an update on the registration of member Nola Marion on the 2023 Canadian Rural Housing Symposium.

#### **7. New Business**

##### **7.1 Public Information Campaign Update and Discussion - Jordan De Jong**

Member De Jong discussed the previous term Public Information Campaign and discussed the purpose of the information package. Members discussed what they would like to see on the

next information package, member De Jong will update the information package and bring it back to the Committee for review at a future meeting date.

## **7.2 Institute of South Georgian Bay Discussion - Nola Marion**

Member Nola Marion discussed the Institute of South Georgian Bay, and the work that has been completed by the Institute of South Georgian Bay. Members asked questions and discussed the information available.

## **8. Correspondence**

**Moved By** Carolynn Dyer

**Seconded By** Jordan DeJong

**Be it resolved that** the Committee receive the items of Correspondence dated April 26, 2023 as information.

**Carried**

### **8.1 York Region - Housing Solutions: A Place for Everyone**

### **8.2 EcoSpark - Addressing Local Housing Issues: From Ineffective to Effective Solutions**

## **9. Next Meeting**

Tuesday May 16, 2023 at 6:00PM via Zoom.

## **10. Adjournment**

**Moved By** Carolynn Dyer

**Seconded By** Muriel Scott

**Be it resolved that** the Committee adjourn the meeting at 7:18PM.

**Carried**

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Chair Martin Shipston

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Recording Secretary Holly Malynyk



## **Township of Southgate**

### **Minutes of Public Planning Meeting**

May 24, 2023

1:00 PM

Holstein Council Chambers

Members Present: Deputy Mayor Barbara Dobreen  
Councillor Martin Shipston  
Councillor Joan John  
Councillor Monica Singh Soares (left the meeting at 1:11PM and did not return)

Members Absent: Mayor Brian Milne  
Councillor Jason Rice  
Councillor Jim Ferguson

Staff Present: Lindsey Green, Clerk  
Clinton Stredwick, Planner  
Elisha Milne, Legislative Assistant  
Holly Malynyk, Legislative Assistant

#### **1. Call to Order**

Deputy Mayor Dobreen called the meeting to order at 1:00PM.

#### **2. Public Meeting**

##### **2.1 C25-22 - Flato Dundalk Meadows Inc., Con 1 SWTSR, Part of Lots 233 and 234, Geographic Township of Proton**

###### **2.1.1 Background**

**The Purpose** of the proposed Zoning By-law amendment application is to rezone a portion of the lands to implement a hydro substation block and three (3) single detached dwelling lots associated with a proposed Redline Draft Plan application (County File No. 42T-2015-05).

**The Effect** of the proposed zoning by-law Amendment would be to change the zone on a portion of the subject lands from Open Space (OS) and Local Commercial Exception 465 (C1-465) to Open Space Exception XX (OS-XX) and Residential Type 3 Exception 378 Hold (R3-378(H)) to implement a hydro substation block and three (3) single detached dwelling lots associated with a proposed Redline Draft Plan application (County File No. 42T-2015-05).

#### **2.1.2 Application and Notice of Public Meeting**

Clerk Lindsey Green confirmed that proper notice was given in accordance with the Planning Act.

#### **2.1.3 Comments Received from Agencies and the Public**

Planner Clinton Stredwick reviewed comments from the Grand River Conservation Authority, Southgate Public Works Department, Southgate Building Department, the County of Grey Comments, and the MTO. There was one comment received from member of the public, Paul Lisanti.

#### **2.1.4 Questions from Council**

Members of Council asked questions and staff provided responses.

#### **2.1.5 Applicant or Agent**

The Agent, Kory Chisholm of MHBC, was in attendance and presented the proposal and answered questions.

#### **2.1.6 Members of the Public to Speak**

There were no members of the public in attendance to speak in support of or in opposition to the proposed application. Land Use Planner, Ron Davidson, spoke for his client, Paul Lisanti, who is not opposed to the proposal, however expressed some concerns about the future plans for the property that he owns adjacent to the proposed location for the hydro substations.

#### **2.1.7 Further Questions from Council**

Members of Council asked further questions and staff and the Agent provided responses.

**3. Adjournment**

The meeting adjourned at 1:49PM.

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Deputy Mayor Barbara Dobreen

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Clerk Lindsey Green

**Grand River Conservation Authority  
Members Attendance  
January 1 - December 31, 2023**

First Name	Last Name	January 27	February 24	March 24	April 28	May 26	June 23	July	August 25	September 22	October 27	November 24	December 15	Total Attendance
Bruce	Banbury	x	x	x	x	x	x							6
Christine	Billings	x	x	x	x	x	x							6
Gino	Caputo	x	x	x	x	x	A							5
John	Challinor II	x	x	x	x	x	x							6
Ken Yee	Chew	A	x	A	x	A	x							3
Brian	Coleman	x	x	x	x	A	x							5
Doug	Craig	x	x	x	x	x	x							6
Kevin	Davis	x	x	x	A	A	x							4
Mike	Devine	x	x	x	x	x	x							6
Jim	Erb	x	x	x	x	x	x							6
Susan	Foxton	x	x	x	x	x	x							6
Guy	Gardhouse	x	x	x	x	x	x							6
Gord	Greavette	x	x	x	x	x	x							6
Lisa	Hern	x	x	A	x	x	x							5
Colleen	James	x	A	A	x	A	A							2
Daniel	Lawrence	x	x	x	x	x	x							6
David	Miller	x	x	x	x	x	x							6
Natasha	Salonen	x	x	x	x	x	A							5
Sandy	Shantz	x	x	x	A	x	A							4
Rob	Shirton	x	x	x	x	x	x							6
Jerry	Smith	x	x	x	x	x	x							6
Shawn	Watters	x	x	x	x	x	x							6
Chris	White	x	x	x	x	x	x							6
Kari	Williams	x	x	x	x	x	x							6
Alex	Wilson	x	x	A	A	A	x							3
Pam	Wolf	x	x	x	x	A	x							5
<b>Total</b>		<b>25</b>	<b>25</b>	<b>22</b>	<b>23</b>	<b>22</b>	<b>22</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

x = Present      A = Absent

\*Meetings shaded have been held virtually and do not pay mileage

\*Meetings shaded have been hybrid and mileage may occur

Committees of the Board					
Audit Committee February 15, 2023			Audit Committee November 24, 2023		
Guy	Gardhouse	x	Guy	Gardhouse	
Chris	White	x	Chris	White	
Sue	Foxton	x	Sue	Foxton	
John	Challinor	x	John	Challinor	
Brian	Coleman	x	Brian	Coleman	
Shawn	Watters	x	Shawn	Watters	
Pam	Wolf	x	Pam	Wolf	
Board Composition February 10, 2023			Ad-Hoc CA Act Committee March 13, 2023		
Chris	White	x	Chris	White	x
Sue	Foxton	x	Sue	Foxton	x
Ken	Chew	x	John	Challinor	x
Doug	Craig	x	David	Miller	x
Alex	Wilson	x	Shawn	Watters	x
Pam	Wolf	x			
Board Composition May 17, 2023			Ad-Hoc CA Act Committee May 10, 2023		
Chris	White	x	Chris	White	x
Sue	Foxton	x	Sue	Foxton	x
Ken	Chew	A	John	Challinor	x
Doug	Craig	x	David	Miller	x
Alex	Wilson	x	Shawn	Watters	x
Pam	Wolf	x			



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Fax: (807)274-3799

Email: [town@fortfrances.ca](mailto:town@fortfrances.ca)  
[www.fortfrances.ca](http://www.fortfrances.ca)



May 15, 2023

## **RE: RESOLUTION IN RESPONSE TO THE OPIOID CRISIS**

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Please be advised that at the Regular Council Meeting on May 8<sup>th</sup>, 2023 the Town of Fort Frances Council considered and adopted the following Resolution:

### **Resolution No. 195**

Moved By: Mandi Olson  
Seconded By: Steven Maki

**WHEREAS** Fort Frances recognizes that challenges of mental health, addictions, specifically opioids, and homelessness are complex issues that have a significant and detrimental impact on the residents of Fort Frances;

**WHEREAS** addressing and responding to these issues has placed extreme stress on all levels of municipal and non-municipal programs and services, including various not-for-profit organizations and provincially funded health services within Fort Frances and surrounding communities;

**WHEREAS** mental health, opioids and homelessness trends are, in recent years, at an all-time high and such prevalence is impacting the overall wellbeing of the people of Fort Frances and the surrounding communities;

**WHEREAS** Fort Frances Council acknowledges that approaches to addressing and responding must include diverse and inclusive approaches to these issues, and should not be viewed as a single solution response;

**WHEREAS** addressing and responding will require strategies and practices specific and uniquely designed for Fort Frances and surrounding communities;

**WHEREAS** Fort Frances Council accepts that the responsibility to address these challenges rests with community stakeholders, partners, residents, as well as federal and provincial government and agencies;

**WHEREAS** challenges of mental health, addictions and homelessness are not unique to Fort Frances; Fort Frances and surrounding communities hold the greatest prevalence of opioid crisis within Ontario;

**WHEREAS** Fort Frances Council recognizes that municipal emergencies in Ontario are declared by the head of council as per the process detailed in the Emergency Management and Civil Protections Act; and

**WHEREAS** Fort Frances Council acknowledges that a declaration of emergency does not immediately result in a municipality receiving any additional funds or resources from a senior government level.

**THEREFORE IT IS RESOLVED THAT** Council of the Town of Fort Frances ("**Council**") conveys the following comments as submissions to the Commission:

1. THAT **Council** directs staff to send a letter to all municipalities in Ontario, surrounding First Nation communities, MPs and MPPs, requesting letters of support advocating for additional resources to combat the opioid crisis;

And FURTHER THAT these letters be forwarded to Rural Ontario Municipal Association (ROMA), Northwestern Ontario Municipal Association (NOMA) the Association of Municipalities of Ontario (AMO), and the federal and provincial government advocating the need for additional resources and support towards the current opioid crisis in Northwestern Ontario.

2. THAT **Council** recommend and support the Northwestern Health Unit establish a north or northwest regional coalition of public health, relevant community agencies, and others as appropriate, in order to amplify regional concerns and investigate potential strategies and resources."

CARRIED

Sincerely,

A handwritten signature in black ink, appearing to read 'GL', with a long horizontal line extending to the right.

Gabrielle Lecuyer, AOMC  
Clerk

ms/GL

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A Natural Attraction

Tel: 613-392-2841  
Toll Free: 1-866-485-2841  
josh.machesney@quintewest.ca

Josh Machesney, City Clerk

---

June 19, 2023

The Honourable Doug Ford  
Premier of Ontario  
Premier's Office, Room 281  
Legislative Building  
Queen's Park, Toronto, ON M7A 1A1

**RE: Legislative Amendments to Improve Municipal Codes of Conduct and Enforcement**

Dear Premier Ford:

This letter will serve to advise that at a meeting of City of Quinte West Council held on June 14, 2023 Council passed the following resolution:

**Motion No 23-266 – Notice of Motion – Councillor Sharpe - Legislative Amendments to Improve Municipal Codes of Conduct and Enforcement**

Moved by Councillor Stedall

Seconded by Councillor Card

Whereas, all Ontarians deserve and expect a safe and respectful workplace;

And whereas, municipal governments, as the democratic institutions most directly engaged with Ontarians need respectful discourse;

And whereas, several incidents in recent years of disrespectful behaviour and workplace harassment have occurred amongst members of municipal councils;

And whereas, these incidents seriously and negatively affect the people involved and lower public perceptions of local governments;

And whereas, municipal Codes of Conduct are helpful tools to set expectations of council member behaviour;

And whereas, municipal governments do not have the necessary tools to adequately enforce compliance with municipal Codes of Conduct;

And whereas the Councillors Freeman, Reid, Sharpe and Stedall support the "Women of Ontario Say No" and their effort to get this legislation passed;

Now, therefore be it resolved that the City of Quinte West supports the call of the Association of Municipalities of Ontario for the Government of Ontario to introduce legislation to strengthen municipal Codes of Conduct and compliance with them in consultation with municipal governments;

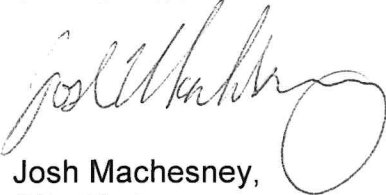
Also be it resolved that the legislation encompass the Association of Municipalities of Ontario's recommendations for:

- Updating municipal Codes of Conduct to account for workplace safety and harassment
- Creating a flexible administrative penalty regime, adapted to the local economic and financial circumstances of municipalities across Ontario
- Increasing training of municipal Integrity Commissioners to enhance consistency of investigations and recommendations across the province
- Allowing municipalities to apply to a member of the judiciary to remove a sitting member if recommended through the report of a municipal Integrity Commissioner
- Prohibit a member so removed from sitting for election in the term of removal and the subsequent term of office. **Carried**

We trust that you will give favourable consideration to this request.

Yours truly,

CITY OF QUINTE WEST



Josh Machesney,  
City Clerk

cc:

Hon. Steve Clark, Minister of Municipal Affairs and Housing  
Hon. Charmaine Williams, Associate Minister of Women's Social and Economic Opportunity  
Hon. Todd Smith, MPP, Bay of Quinte  
Colin Best, President, Association of Municipalities of Ontario (AMO)  
All Municipalities in Ontario





## COUNCIL RESOLUTION

Resolution No.: 232-23

Date: Jun 20, 2023

Moved By: 

Seconded By: 

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 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 the Government of Ontario is proposing to expand the list of municipalities where the Head of Council has strong mayor powers and duties;

THEREFORE, this Municipality of Shuniah, 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 Municipality of Shuniah;
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 listen to concerns raised by Associations such as AMO and AMCTO;
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.

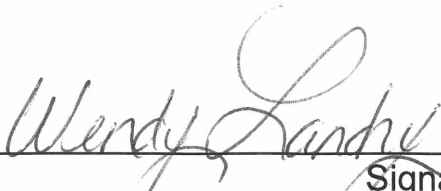
Council further directs the Clerk to ensure that a copy of this resolution be provided to the Premier of Ontario, the Minister of Municipal Affairs and Housing, Thunder Bay MPP's, the Association of Municipalities of Ontario, and other Municipalities in Ontario."

☒ **Carried**

☐ **Defeated**

☐ **Amended**

☐ **Deferred**

  
Signature



June 26, 2023

The Honourable Doug Ford  
Premier of Ontario  
Legislative Building, Queen's Park  
Toronto, ON M7A 1A1  
Via Email: [premier@ontario.ca](mailto:premier@ontario.ca)

**RE: Vacant Building Official Positions**

Pleased be advised that the Council of the Municipality of North Perth passed the following resolution at their regular meeting held June 5, 2023 regarding vacant building official positions:

**Moved by** Councillor Rothwell **Seconded by** Councillor Duncan

**WHEREAS** building officials in Ontario examine building plans and inspect building construction to ensure compliance with the Ontario Building Code to ensure public safety;

**AND WHEREAS** in October 2022, Premier Doug Ford and the Ontario government announced their intent to build 1.5 million homes in the next ten years in an effort to generate enough supply to meet a high demand for now and in the future;

**AND WHEREAS** according to the Ontario Building Officials Association over 50 per cent of existing building officials are eligible to retire;

**AND WHEREAS** according to the Ontario Building Officials Association building officials are in high demand;

**AND WHEREAS** many municipalities across Ontario have job postings for building officials that remain unfilled;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of North Perth urges the Provincial Government to provide support to municipalities to fill vacant building official positions;

**AND FURTHER THAT** this resolution be circulated to Premier Doug Ford, Steve Clark, Minister of Municipal Affairs and Housing, Provincial opposition parties, Matthew Rea MPP, all municipalities in Ontario and AMO.

**CARRIED**

If you have any questions regarding the above resolution, please do not hesitate to contact me at [lcline@northperth.ca](mailto:lcline@northperth.ca).

Sincerely,

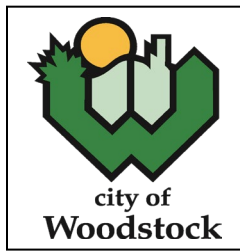
A handwritten signature in black ink, appearing to read "Lindsay Cline". The signature is fluid and cursive, with the first name "Lindsay" and last name "Cline" clearly distinguishable.

Lindsay Cline,  
Clerk/Legislative Services Supervisor  
Municipality of North Perth

cc.

Hon. Steve Clark, Minister of Municipal Affairs and Housing  
Provincial Opposition Parties  
Perth-Wellington MPP Matthew Rea  
Association of Municipalities of Ontario (AMO)  
All Ontario Municipalities





Office of the City Clerk  
Woodstock City Hall  
P.O. Box 1539  
500 Dundas Street  
Woodstock, ON  
N4S 0A7  
Telephone (519) 539-1291

June 27, 2023

Honourable Caroline Mulroney  
Ministry of Transportation  
777 Bay Street, 5<sup>th</sup> floor  
Toronto, Ontario M7A 1Z8

Via e-mail – [minister.mto@ontario.ca](mailto:minister.mto@ontario.ca)

#### Highway Traffic Act Amendments

At the regular Council meeting held on June 15, 2023, the following resolution was passed.

“WHEREAS speeding on our roads is a major concern in our community,

AND WHEREAS speeding can occur in all areas of our community,

AND WHEREAS barriers and delays to enforcement pose a danger to our community,

AND WHEREAS our municipality has limited resources to implement speed mitigation road design and re-design,

AND WHEREAS our local police service has limited resources to undertake speed enforcement,

AND WHEREAS s.205.1 of the Highway Traffic Act (HTA) provides that Automated Speed Enforcement systems (ASE) may only be placed in designated community safety zones and school safety zones,

THEREFORE BE IT RESOLVED THAT, the City of Woodstock request that the Ontario Government amend s.205.1 of the HTA to permit municipalities to locate an ASE system permanently or temporarily on any roadway under the jurisdiction of municipalities and as determined by municipalities and not be restricted to only community safety zones and school safety zones;

AND THAT a copy of this resolution be forwarded to the Ontario Minister of Transportation, the Ontario Minister of Municipal Affairs and Housing, Oxford MPP, Ernie Hardeman, the Association of Municipalities of Ontario (AMO) and all Ontario Municipalities.

Yours Truly,

A handwritten signature in black ink, appearing to read 'Sunayana', written in a cursive style.

Sunayana Katikapalli  
Deputy City Clerk

Cc: (via email)

Honourable Steve Clark, Ontario Minister of Municipal Affairs and Housing

Honourable Ernie Hardeman, Oxford County MPP

All Ontario Municipalities



## Legislative Services

June 27, 2023

Sent via email: [premier@ontario.ca](mailto:premier@ontario.ca)

The Honourable Doug Ford  
Premier of Ontario  
Legislative Building, Queen's Park  
Toronto, ON M7A 1A1

Honourable and Dear Sir:

**Re: Bill 97, The Helping Homebuyers, Protecting Tenants Act, 2023 and Protect Tenants from “Bad Faith” – Renovictions – City of Quinte West Correspondence**

Please be advised the Municipal Council of the Town of Fort Erie at its meeting of June 26, 2023 received and supported correspondence from the City of West Quinte dated June 2, 2023 requesting the Province to pass Bill 97, The Helping Homebuyers, Protecting Tenants Act, 2023 and Protect Tenants from “Bad Faith” – Renovictions.

Attached please find a copy of the City of West Quinte correspondence dated June 2, 2023

Thank you for your attention to this matter.

Kind regards,

Ashlea Carter, AMP  
Deputy Clerk

[acarter@forterie.ca](mailto:acarter@forterie.ca)

AC:dlk

Attach.

c.c. The Honourable Steve Clark, Minister of Municipal Affairs and Housing [minister.mah@ontario.ca](mailto:minister.mah@ontario.ca)  
The Honourable Todd Smith, Minister of Energy [Todd.Smithco@pc.ola.org](mailto:Todd.Smithco@pc.ola.org)  
Federation of Municipalities of Ontario [resolutions@fcm.ca](mailto:resolutions@fcm.ca)  
Eastern Ontario Wardens Caucus [meredith.staveley-watson@eowc.org](mailto:meredith.staveley-watson@eowc.org)  
The Association of Municipalities of Ontario [amo@amo.on.ca](mailto:amo@amo.on.ca)  
John Machesney, City Clerk, City of Quinte West [christinae@quintewest.ca](mailto:christinae@quintewest.ca)  
All Ontario Municipalities

P.O. Box 490  
7 Creswell Drive  
Trenton, Ontario K8V 5R6  
www.quintewest.ca



A Natural Attraction

Tel: 613-392-2841  
Toll Free: 1-866-485-2841  
Josh.machesney@quintewest.ca

Josh Machesney, City Clerk

June 2, 2023

The Honourable Doug Ford  
Premier of Ontario  
Premier's Office, Room 281  
Legislative Building  
Queen's Park, Toronto, ON M7A 1A1

**RE: Resolution – “Renovictions” Support Request**

Dear Premier Ford:

This letter will serve to advise that at a meeting of City of Quinte West Council held on May 31, 2023 Council passed the following resolution:

**Motion No 23-245 – Notice of Motion – Councillor McCue - Renovictions**

Moved by Councillor McCue

Seconded by Councillor Card

WHEREAS renovictions, a practice by which landlords evict tenants from their homes by claiming they will complete major renovations, demolish or convert the unit to commercial use, has had a significant adverse impact on Quinte West residents in the past few months;

AND WHEREAS renovictions have been and continue to be a contributing factor in perpetuating the Provincial housing crisis by making rental housing less affordable for Ontarians, particularly for seniors, individuals with disabilities, single-parent families, and students;

AND WHEREAS municipalities in Ontario have no ability to protect their residents from renovictions;

AND WHEREAS the Ontario Provincial Government has tabled legislation: Bill 97, the Helping Homebuyers, Protecting Tenants Act, 2023, to protect tenants from “bad faith” renovictions and to add more resources to the Landlord Tenant Board;

AND WHEREAS Quinte West City Council passed Motion 23-300 directing staff to prepare a resolution for Council's consideration on the matter;

**RECEIVED**

**JUN 26 2023**

**BY COUNCIL**

NOW THEREFORE BE IT RESOLVED THAT the City of Quinte West Council urges the Province to:

- Pass Bill 97, the Helping Homebuyers, Protecting Tenants Act, 2023;
- Add regulations requiring landlords to provide renovation updates when they evict tenants to ensure tenants are updated when they can exercise their right of return in order to protect tenants from "bad faith" renovictions;
- Consider an increase in fines for landlords who are found to have undertaken "bad faith" renovictions;


AND THAT Ontario municipalities be urged to voice their concerns regarding "bad faith" renovictions;

AND FURTHER THAT a copy of this resolution be sent to all Ontario municipalities, the Hon. Doug Ford, Premier of Ontario, the Hon. Steve Clerk, Minister of Municipal Affairs and Housing; Todd Smith, Bay of Quinte MPP, the Association of Municipalities of Ontario (AMO), the Federation of Canadian Municipalities (FCM), and the Eastern Ontario Wardens Caucus. **Carried**

We trust that you will give favourable consideration to this request.

Yours truly,

CITY OF QUINTE WEST



Josh Machesney,  
City Clerk

cc: Hon. Steve Clark, Minister of Municipal Affairs and Housing  
Hon. Todd Smith, Minister of Energy, MPP, Bay of Quinte  
Carole Saab, CEO, Federation of Canadian Municipalities (FCM)  
Colin Best, President, Association of Municipalities of Ontario (AMO)  
Jim Pine, CAO, Eastern Ontario Wardens Caucus  
All Municipalities in Ontario

June 29, 2023

Hon. Stephen Lecce  
Minister of Education  
[Stephen.Lecceco@pc.ola.org](mailto:Stephen.Lecceco@pc.ola.org)

***Via email***

RE: recommendation for amendment to the current regulations for licensed home-based childcare operators to increase allowable spaces.

Dear Minister Lecce,

During the June 26, 2023 regular meeting of council, council in response to recent publicly raised concern heard a report from staff in relation to the above, with the following resolution passed:

Moved: Liz Welsh

Seconded: Chad Hyatt

WHEREAS in response the Petrolia Childcare Advocacy Group's recent delegation to Council where they identified a shortage of child care spaces in the Town of Petrolia; and

WHEREAS through additional research undertaken by the Town Staff, and in consultation with the County of Lambton Social Services, it has been further identified that there is an extreme shortage of child care spaces not only across the County but the Province as a whole; and

WHEREAS in response to the identified need the County hosted a community information night to educate members of the public who may be able to offer a licensed home-based child care service;

NOW THEREFORE **the Council of the Town of Petrolia recommends to the Hon. Stephen Lecce, Minister of Education, that in time for the 2023 school year amendment to the current regulations be made to allow licensed home-based child care operators the ability to provide two (2) before and after school care spaces to school aged children, in addition the permitted six (6) full time child care spaces; and**

**THAT in an effort to attract and retain qualified early childhood educators, the Minister of Education, review the current wage bracket for early childhood educators with implementation of an increase to wages to align with the services provided; and**

**THAT the province provides more capital based funding sources for the construction of new centre-based facilities; and**

**THAT the province considers increasing the current goal of thirty-three percent (33%) access ratio, to align better with the current provincial situation and anticipated population growth over the next ten (10) years; and**

THAT these items be considered sooner rather than later, to assist in remedying the critical child care shortage experienced in Petrolia, Lambton, and across the province; and

Phone: (519)882-2350 • Fax: (519)882-3373 • Theatre: (800)717-7694

411 Greenfield Street, Petrolia, ON, N0N 1R0

[www.town.petrolia.on.ca](http://www.town.petrolia.on.ca)

THAT this recommendation be forwarded to Hon. Doug Ford, Premier of Ontario | Hon. Michael Parsa, Minister of Children, Community & Social Services | Mr. Bob Bailey, MPP of Sarnia-Lambton | Hon. Monte McNaughton, MPP of Lambton-Kent-Middlesex | Mr. Kevin Marriott, Warden of Lambton County | Municipalities of Ontario;

Carried

Kind regards,

*Original Signed*

Mandi Pearson  
Clerk/Operations Clerk

cc:

Hon. Doug Ford, Premier of Ontario [premier@ontario.ca](mailto:premier@ontario.ca) | Hon. Michael Parsa, Minister of Children, Community & Social Services [Michael.Parsaco@pc.ola.org](mailto:Michael.Parsaco@pc.ola.org) | Mr. Bob Bailey, MPP of Sarnia-Lambton [bob.bailey@pc.ola.org](mailto:bob.bailey@pc.ola.org) | Hon. Monte McNaughton, MPP of Lambton-Kent-Middlesex [Monte.McNaughtonco@pc.ola.org](mailto:Monte.McNaughtonco@pc.ola.org) | Mr. Kevin Marriott, Warden of Lambton County [Monte.McNaughtonco@pc.ola.org](mailto:Monte.McNaughtonco@pc.ola.org) | Municipalities of Ontario

Phone: (519)882-2350 • Fax: (519)882-3373 • Theatre: (800)717-7694

411 Greenfield Street, Petrolia, ON, N0N 1R0

[www.town.petrolia.on.ca](http://www.town.petrolia.on.ca)



**The Corporation of the Township of Southgate**  
**By-law Number 2023-069**  
**being a by-law to confirm the proceedings of the**  
**Council of the Corporation of the Township of Southgate**  
**at its regular meeting held on July 5, 2023**

**Whereas**, Section 5(1) of the Municipal Act 2001, S.O. 2001, c.25, as amended, grants powers of a Municipal Corporation to be exercised by its Council; and

**Whereas**, Section 5(3) of the Municipal Act 2001, S.O. 2001, c.25, as amended provides municipal power, including a municipality's capacity, rights, powers, and privileges under section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

**Whereas**, it is deemed expedient that the proceedings of the Council Meeting held on July 5, 2023 are confirmed and adopted by By-law;

**Now Therefore** the Council of the Corporation of the Township of Southgate hereby enacts as follows:

1. That the actions of the Council of the Corporation of the Township of Southgate at its Council Meeting held on July 5, 2023 in respect to each motion and resolution passed, reports received, and direction given by the Council at the said meeting, are hereby adopted and confirmed.
2. That the Mayor and the proper officials of the Corporation of the Township of Southgate are hereby authorized and directed to do all things necessary to give effect to the said action of the Council of the Corporation of the Township of Southgate.
3. That the Mayor (or Deputy Mayor) and the Clerk (or Deputy Clerk) are authorized and directed to execute all documents necessary in that behalf and are authorized and directed to affix the Seal of the Corporation of the Township of Southgate to all such documents.
4. That this by-law shall come into force and take effect upon being passed by Council.

**Read a first, second and third time and finally passed this 5 day of July 2023.**

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Brian Milne - Mayor

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Lindsey Green – Clerk