



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

- A G E N D A -

Monday March 14, 2022

REGULAR MEETING OF COUNCIL

7:00 p.m., Council Chambers, Fingal/Via Video Link

1. CALL TO ORDER

2. ADDENDUM TO AGENDA

3. DISCLOSURE OF PECUNIARY INTEREST

4. ADOPTION OF MINUTES

- (a) Minutes of Regular Council Meeting of February 28, 2022

5. DELEGATION

- (a) **7:30 p.m. Mark Harris, Susan Budden and Robin Trepanier – OCWA** – Southwold Water Distribution System Operations Report Fourth Quarter 2021 and Talbotville Wastewater Treatment Plant Operations Report Fourth Quarter 2021
- (b) **Maegan Garber, OCWA** Southwold Distribution Section 11 Annual Report, Southwold Distribution Schedule 22 Annual Summary Report and Talbotville Wastewater Treatment Plant.
- (c) **8:00 p.m. – Brian Stark and Keith Orchard RE: Rosy Rhubarb Proposal.**

6. DRAINAGE

- (a) Filing of the Report – McIntosh Drain No. 2 2022

7. PLANNING

- (a) Consent Application E3-22 (Revised) – Comments to County of Elgin-Follow-up Report.

8. REPORTS

- (a) FIR 2022-02 Activity Report from Fire Chief – February
- (b) FIR 2022-03 Proposed Firefighter Certification
- (c) ENG 2022-07 Activity Report from the Director of Infrastructure and

- Development Services – February
- (d) ENG 2022-08 Township and Eh!tel Networks Inc. – Telecommunications Consent and Road User Agreement
- (e) PW 2022-02 Tender Results – Supply and Delivery of Granular Materials
- (f) FIN 2022-07 Medical Centre Lease Agreement
- (g) FIN 2022-08 Investment Summary Report
- (h) FIN 2022-09 2021 Development Charges Summary
- (i) FIN 2022-10 2021 Cash-in-Lieu Parkland Summary
- (j) CBO 2022-04 Activity Report from the Director of Building and Community Services – February
- (k) CBO 2022-05 Quote Results for Two (2) Building Department Pickup Trucks
- (l) CAO 2022-14 Activity Report from the CAO/Clerk – February
- (m) CAO 2022-15 2021 Strategic Plan Annual Update
- (n) CAO 2022-16 Request from Great Lakes Farm – Sale of Hard Cider
- (o) CAO 2022-17 Hunter Cemetery By-laws

9. CORRESPONDENCE

- (a) Resolution from the Township of Woolwich RE: Mental Health Supports

10. BY-LAWS

- (a) By-law No. 2022-19, being a by-law to amend By-law No. 2021-73, Tariff of Fees – Cemetery Plots
- (b) By-law No. 2022-20, being a by-law to authorize a lease agreement with Dr. Rebecca Robinson
- (c) By-law No. 2022-21, being a by-law to authorize an agreement with the use of Township road allowances for telecommunications equipment.
- (d) By-law No. 2022-22, being a By-Law regarding the maintenance, administration and management of Hunter/Lake Road Cemetery
- (e) By-law No. 2022-23, being a By-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on March 14, 2022

11. OTHER BUSINESS *(For Information Only)*

- (a) Elgin Area Primary Water Supply System Annual Report 2021
- (b) Elgin Group Police Service Board Secretary Administrator Appointment
- (c) Notice – Proposed Woodlands Clearing – Part Lot 7, Concession STRE

12. CLOSED SESSION

- (a) A proposed or pending acquisition or disposition of land by the municipality or local board (section 239(2))(c) – 2 items – Teetzel Property Redevelopment and Shedden Commercial Plaza
- (b) Advice that is subject to solicitor-client privilege, including communication that is necessary for that purpose (section 239 (2) (f)) – CUPE Certification

- (c) A position, plan, procedure, criteria or instructions to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board (section 239 (2)(k)) – North Port Stanley Development

13. ADJOURNMENT: NEXT REGULAR MEETING OF COUNCIL
Monday March 28, 2022 @ 5:30 P.M.
Council Chambers, Fingal/Via Video Link

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

MINUTES



Regular Council Meeting

Monday February 28, 2022

5:34 p.m. Council Chambers/Via Video Link

PRESENT: Mayor: G. Jones
Deputy Mayor: R. Monteith (5:49 p.m.)
Councillors: S. Emons
P. North (5:52 p.m.)
J. Pennings

ALSO PRESENT: Lisa Higgs, CAO/Clerk
Jeff Carswell, Director of Corporate Services/Treasurer
(5:30 p.m. – 6:00 p.m.)
Peter Kavcic, Dir. of Infrastructure & Development Serv.
(5:30 p.m. – 6:22 p.m.)
Corey Pemberton, Director of Building and Community Services
(5:30 p.m. – 6:00 p.m.)
Bryan Pearce, Planner (5:30 p.m. – 6:22 p.m.)
June McLarty, Corporate Services Clerk (5:30 p.m.- 6:22 p.m.)

Mayor Jones called the meeting to order at 5:34 p.m.

ADDENDUM TO THE AGENDA:

None

DISCLOSURES:

There were no disclosures

ADOPTION OF MINUTES:

2022-47 Councillor Pennings – Councillor Emons

Minutes

THAT the Minutes of the Regular Council Meeting of February 14, 2022 are hereby adopted, and

THAT Council has reviewed the minutes of the Southwold Young at Heart Committee meeting of January 11, 2022 and Emergency Control Group meeting of February 17, 2022.

CARRIED

REPORTS:

2022-48 Councillor Emons – Councillor Pennings All-way Stop at Talbot Grove Lane and Talbotville Gore Road

THAT Council give consideration to By-law No. 2022-17, to authorize stop signs on Talbotville Gore Road at both Shady Lane entrances and Talbot Grove Lane.

CARRIED

County Roads 2021 Financial Summary

J. Carswell provided the 2021 Financial Summary for County Roads. Mr. Carswell also reported that the agreement with the County is in the process of being reviewed.

2022-49 Councillor Pennings – Councillor Emons Quote for Refinishing Floor at Keystone Complex

THAT Council receives report CBO 2022-003 Quotes for refinishing floor at Keystone Complex; and

THAT Council accepts the bid from HD Decorating in the amount of \$26,700.00 plus HST.

CARRIED

2022-50 Councillor Emons – Councillor Pennings COVID-19 Update-February 2022

THAT Council receive this report as information.

<u>Recorded Vote</u>	<u>Yeas</u>	<u>Nays</u>
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S. Emons	<u>√</u>	—
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G. Jones – Mayor	<u>√</u>	—
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R. Monteith	<u>√</u>	—
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P. North	<u>√</u>	—
J. Pennings	<u>√</u>	—

CARRIED

2022-51 Councillor Emons – Councillor Pennings Summary of Compressed Work Week Pilot Project

THAT Council receives this report as information; and

THAT Council authorizes the compressed work week pilot project to continue on a permanent basis.

<u>Recorded Vote</u>	<u>Yeas</u>	<u>Nays</u>
S. Emons	<u>√</u>	—
G. Jones - Mayor	<u>√</u>	—
R. Monteith	<u>√</u>	—
P. North	<u>√</u>	—
J. Pennings	<u>√</u>	—

CARRIED

PLANNING:

6:00 p.m. Zoning By-law Amendment - ZBA 2022-01 Dale (Gifford) C/O Laverne Kirkness, Strik, Baldinelli, Moniz, 37360 Lake Line

In attendance: J. Robertson, SBM, J. Van De Gevel

2022-52 Councillor Pennings – Councillor North Public Meeting ZBA 2022-01

THAT Council of the Township of Southwold now sits as a public meeting under the Planning Act to consider application to amend the zoning on the property owned by Dan and Joanna Dale (Gifford) C/O Laverne Kirkness, Strik, Baldinelli, Moniz.

<u>Recorded Vote</u>	<u>Yeas</u>	<u>Nays</u>
S. Emons	<u>√</u>	—
G. Jones - Mayor	<u>√</u>	—
R. Monteith	<u>√</u>	—
P. North	<u>√</u>	—
J. Pennings	<u>√</u>	—

CARRIED

The Mayor stated that this is a public meeting as required by Section 34 of the Planning Act to afford any person an opportunity to make representation with respect to the a proposed zoning by-law amendment to rezone the proposed retained parcel potion of the subject land from Residential 1 (R1) Zone and Agricultural 1 (A1) Zeon to the Residential 1 Special Provision (R1-31) Zone, in order to recognize the proposed retained parcel's residential access portion and minimum lot frontage of 9.15 metres; and Agricultural 1 Special Provision 63 (A1-63) Zone, in order to recognize the proposed retained parcel's agricultural portion and reduce the minimum land area and lot frontage requirements to 11.7 hectares and 9.15 metres respectively. The subject lands are legally described as Block F and I and Part Block K, Plan 39: Located on the northside of Lake Line, east of Scotch Line, with a civic address of 37360 Lake Line.

The Mayor asked if any member of Council had a disclosure of interest concerning this proposals. None were reported.

The Mayor asked the Clerk what method of notice and when was the notice given for this meeting. The Clerk responded that a sign was posted on the property by February 4th, 2022. Notices were mailed to property owners within 120 metres and emailed to Agencies on February 3rd, 2022.

Planner Bryan Pearce present his report. Comments received from Township Departments were detailed in the staff report at the time of writing. No Agency comments and public comments were received, as detailed in the planning staff report, at time of writing. Since that time, no additional written comments have been received.

The Mayor stated that before the floor is open to questions from the public, please be advised if any person from the public wishes to receive further information on the action of Council regarding the decision on the application for zoning by-law amendment, please ensure that they email their name, address, postal code and phone number to the planner or clerk by March 1, 2022. Any person that has contacted the planner to be part of the public meeting will receive this further information automatically.

The Mayor asked if the owner and/or application is in attendance.

J. Robinson from SBM thanked Council and staff for their time. Mr. Robinson stated that he hopes Council will support this application.

The Mayor asked if any members of the public have any questions. J. Van De Gevel asked if there was going to be a problem with the shared driveway. Mr. Pearce responded no, that is how the applicant intended it to be and there are agreements to resolve this concern.

The Mayor asked if any member of Council had any comments or questions on this application. No comments or questions were received from Council.

2022-53

Deputy Mayor Monteith – Councillor North

ZBA 2022-01

THAT Council of the Township of Southwold receive Report PLA 2022-03 regarding Zoning By-law Amendment Application ZBA 2022-01 – Recommendation Report;

AND THAT Council of the Township of Southwold approve the proposed Zoning By-law Amendment Application ZBA 2022-01, in accordance with the site-specific By-law contained within Appendix Two of Report PLA 2022-03.

<u>Recorded Vote</u>	<u>Yeas</u>	<u>Nays</u>
S. Emons	<u>√</u>	—
G. Jones – Mayor	<u>√</u>	—
R. Monteith	<u>√</u>	—
P. North	<u>√</u>	—
J. Pennings	<u>√</u>	—

CARRIED

The Mayor advised that the decision may be appealed to the Ontario Land Tribunal (formally the Local Planning Appeal Tribunal) by the Applicant or another member of the public who have provided comments. This public meeting is concluded.

2022-54

Councillor Pennings – Councillor Emons

**Adjournment of
Public Mtg**

THAT the public meeting to consider the applications to amend the zoning on the property owned by the Dan and Joanna Dale C/O Laverne Kirkness, Strik, Baldinelli, Moniz ends at **6:12 p.m.**

<u>Recorded Vote</u>	<u>Yeas</u>	<u>Nays</u>
S. Emons	<u>√</u>	—
G. Jones - Mayor	<u>√</u>	—
R. Monteith	<u>√</u>	—
P. North	<u>√</u>	—
J. Pennings	<u>√</u>	—

CARRIED

REPORTS:

County Council Highlights February 8, 2022

Mayor Jones presented the County Council highlights from the February 8, 2022 meeting.

County Council Highlights February 22, 2022

Mayor Jones presented the County Council highlights from the February 22, 2022 meeting.

CORRESPONDENCE:

- Fee Waiver Request from VON.

2022-55 Councillor North – Councillor Pennings Fee Waiver Request – VON

THAT Council of the Township of Southwold approves the VON fee waiver request for the use of the Keystone Complex; and

THAT this request totals to the amount of \$2,120.00 for 8 dining events.

<u>Recorded Vote</u>	<u>Yeas</u>	<u>Nays</u>
S. Emons	<u>√</u>	—
G. Jones - Mayor	<u>√</u>	—
R. Monteith	<u>√</u>	—
P. North	<u>√</u>	—

BY-LAWS:

- By-law No. 2022-13, being a By-law to amend By-law No. 2011-14, Dale (Gifford), C/O Laverne Kirkness, Strik, Baldinelli, Moniz, 37360 Lake Line
- By-law No. 2022-14, being a by-law to delegate executive authority to the Chief Administrative Officer (Lame Duck Period).
- By-law No. 2022-15, being a by-law to regulate election signs within the Township of Southwold
- By-law No. 2022-16, being a by-law to adopt a Municipal Elections Recount Policy
- By-law No. 2022-17, being a by-law to authorize stop signs – Talbotville Gore Road.
- By-law No. 2022-18, being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on February 28, 2022.

2022-56**Councillor Pennings – Councillor North****By-laws**

THAT By-laws Nos. 2022-13, 2022-14, 2022-15, 2022-16, 2022-17 and 2022-18 be read a first and second time.

<u>Recorded Vote</u>	<u>Yeas</u>	<u>Nays</u>
S. Emons	<u>√</u>	—
G. Jones - Mayor	<u>√</u>	—
R. Monteith	<u>√</u>	—
P. North	<u>√</u>	—
J. Pennings	<u>√</u>	—

CARRIED**2022-57****Councillor Emons – Councillor Pennings****By-laws**

THAT By-laws Nos. 2022-13, 2022-14, 2022-15, 2022-16, 2022-17 and 2022-18 be read a third time and finally passed.

<u>Recorded Vote</u>	<u>Yeas</u>	<u>Nays</u>
S. Emons	<u>√</u>	—

G. Jones - Mayor	<u>√</u>	—
R. Monteith	<u>√</u>	—
P. North	<u>√</u>	—
J. Pennings	<u>√</u>	—

CARRIED

OTHER BUSINESS:

- Ministry of Environment, Conservation and Parks RE: Agricultural Bale Wrap, Twine and Boat Wrap
- Kettle Creek Conservation Authority – Southwold Inventory Program
- Media Release – Elgin Clean Water Program Celebrating 10 years
- Elgin Clean Water Program 2021 Annual Report

2022-58 Councillor Pennings – Councillor Emons Other Business Items

THAT Council receive and file the items under Other Business.

<u>Recorded Vote</u>	<u>Yeas</u>	<u>Nays</u>
S. Emons	<u>√</u>	—
G. Jones - Mayor	<u>√</u>	—
R. Monteith	<u>√</u>	—
P. North	<u>√</u>	—
J. Pennings	<u>√</u>	—

CARRIED

CLOSED SESSION:

2022- 59

Councillor Pennings – Councillor North

Closed Session

THAT Council of the Township of Southwold now moves into a session of the meeting that shall be closed to the public at **6:22 p.m.** in accordance with Section 239 (2) of the Municipal Act, S.O. 2001, c. 25 for discussion of the following matters;

- Personal Matters about an identifiable individual, including municipal or local board members (section 239(2))(b) – Maternity Leave Coverage
- Advice that is subject to solicitor-client privilege including communications necessary for that purpose (section 239 (2) (f)) – Labour Relations

<u>Recorded Vote</u>	<u>Yeas</u>	<u>Nays</u>
S. Emons	<u>√</u>	—
G. Jones - Mayor	<u>√</u>	—
R. Monteith	<u>√</u>	—
P. North	<u>√</u>	—
J. Pennings	<u>√</u>	—

CARRIED

STAFF DIRECTION

Staff was directed by Council to the items that were discussed in the Closed Session.

ADJOURNMENT:

2022-60

Deputy Mayor Monteith – Councillor North

Adjournment

THAT Council for the Township of Southwold adjourns this Regular meeting of Council at **6:46 p.m.**

<u>Recorded Vote</u>	<u>Yeas</u>	<u>Nays</u>
S. Emons	<u>√</u>	—
G. Jones - Mayor	<u>√</u>	—
R. Monteith	<u>√</u>	—

P. North √ —

J. Pennings √ —

CARRIED

Mayor
Grant Jones

CAO/Clerk
Lisa Higgs



Ontario Clean Water Agency
Agence Ontarienne Des Eaux

Southwold Water Distribution System Operations Report Fourth Quarter 2021

Ontario Clean Water Agency, Southwest Region
Mark Harris, Sr. Operations Manager, Aylmer Cluster
Date: February 5, 2022

Facility Description

Facility Name:	Southwold Water Distribution System
Regional Manager:	Dale LeBritton (519) 476-5898
Senior Operations Manager:	Mark Harris (226) 545-0414
Business Development Manager:	Susan Budden (519) 318-3271
Facility Type:	Municipal
Classification:	Class 2
Drinking Water System Category:	Large Municipal Residential
Title Holder:	Municipality

Service Information

The Southwold Distribution System services approximately 1310 service connections throughout the Township of Southwold in rural areas, Shedden and Fingal. The system supplies water to the Dutton Dunwich Distribution System, St. Thomas Distribution System and Middlesex Centre. At the Iona Interconnect, the Dutton-Dunwich Distribution System can also back feed into the Southwold system in case of emergency. The Lynhurst area (in Southwold) is supplied by the St. Thomas Area Secondary Water Supply System and the Central Elgin Distribution System, this area is operated by the City of St. Thomas.

Operational Description

A re-chlorination facility is located on Talbot Line. The Shedden Re-Chlorination Facility boosts the free chlorine residual from the supply from the St. Thomas Area Secondary Water Supply System. Water quality is monitored at this location through online chlorine analyzers as well as sampling locations located throughout the distribution system. Auto flushers are installed in problem/low usage areas in the distribution system in order to maintain adequate residuals. There are three pressure reducing valves located in the distribution system to control high pressure areas. Chambers for draining, isolating and air relief are located throughout the distribution system as well.

Facility Name: Southwold Distribution System
ORG#: 5071

SECTION 1: COMPLIANCE SUMMARY

FIRST QUARTER

There were no compliance or exceedance issues reported this quarter.

SECOND QUARTER

On April 25th, 2021 there was a Category 2 watermain break and valve replacement on the corner of Horton St. and Union Road in Shedden. The Southwold Distribution System briefly experienced lower than normal pressure while the site of the break was isolated. Repairs were made and flushing and sampling conducted. All results were adequate.

THIRD QUARTER

On August 5th, 2021 there was a Category 2 watermain break in Talbotville. Repairs were made and flushing and sampling conducted. All results were adequate.

FOURTH QUARTER

There were no compliance or exceedance issues reported this quarter.

SECTION 2: INSPECTIONS

FIRST QUARTER

There were no MOL or MECP inspections conducted during this quarter.

SECOND QUARTER

There were no MOL or MECP inspections conducted during this quarter.

THIRD QUARTER

An unannounced MECP inspection was conducted on September 9th, 2021 by Angela Stroyberg. The draft report was received on October 12th, 2021 for comments.

FOURTH QUARTER

There were no MOL or MECP inspections conducted during this quarter.

SECTION 3: QEMS UPDATE

FIRST QUARTER

A request was sent to the MECP on February 1st, 2021 to implement the new Watermain Disinfection Procedure issued August, 2020. Approval was granted from the MECP on February 9th, 2021 and implementation began on February 10th, 2021. Forms and SOPs have been updated to reflect new requirements.

The Municipal Drinking Water License expires July 28th, 2021 and the application for license renewal date was January 28th, 2021. The license renewal package was submitted on this date. The MECP acknowledged receipt of the renewal package on March 9th, 2021.

OCWA has been working on an initiative to modernize and enhance its current hard copy operational logbook practices to ensure compliance with regulatory requirements and to facilitate better record-keeping and communication regarding the operation of the drinking water and wastewater facilities that

OCWA operates. This initiative has been accomplished by implementing electronic logbooks using the eRIS Logbook software at the facilities OCWA operates. These electronic logbooks meet the requirements of Ontario Regulations 128 and 129 as well as the Electronic Commerce Act. The MECP have been notified and have acknowledged OCWA's efforts in improving documentation with logbooks.

The implementation of electronic logbooks is expected to result in benefits for OCWA staff, the MECP and the clients in the following ways:

- Improved efficiency by being able to provide logbook records electronically.
- Facilitation of virtual inspections and logbook reviews, now and in the future. With the current ongoing challenges due to the COVID-19 pandemic, adherence to social distancing and other public health measures is critical. The accessibility of electronic logbooks makes it easier for OCWA and Ministry staff to adhere to such measures by reducing/eliminating the need for on-site visits.
- Better quality logbook entries, particularly those documenting unusual or abnormal operating conditions.
- Improved communication and operational oversight as the information is available immediately after entry through both desktop and mobile applications.
- Improved ability to proactively identify and respond to potential process and compliance issues.
- More consistent record-keeping practices

SECOND QUARTER

On June 15th, 2021 the draft Municipal Drinking Water License and Drinking Water Works Permit were received from the MECP for comment. Comments were provided. The final issues have not yet been received.

THIRD QUARTER

The Essential/Emergency Service and Supply Contact List was updated by the QEMS Representative on August 23rd, 2021 to satisfy the requirements of Element 13 and 18.

FOURTH QUARTER

An internal Audit was conducted on October 4th, 2021 by Maegan Garber. There were no non-conformances identified and 13 opportunities for improvement. On November 10th, 2021 a Management Review was conducted to discuss the audit results along with other standing agenda items. As a result of the Management Review, several action items were developed. These action items were addressed in preparation for the external audit that was conducted on November 30th, 2021 by Sandra Tavares from SAI Global. There were no non-conformances identified and three opportunities for improvement.

The Facility Emergency Plan binder was reviewed and updated and two contingency plans were tested on December 7th, 2021.

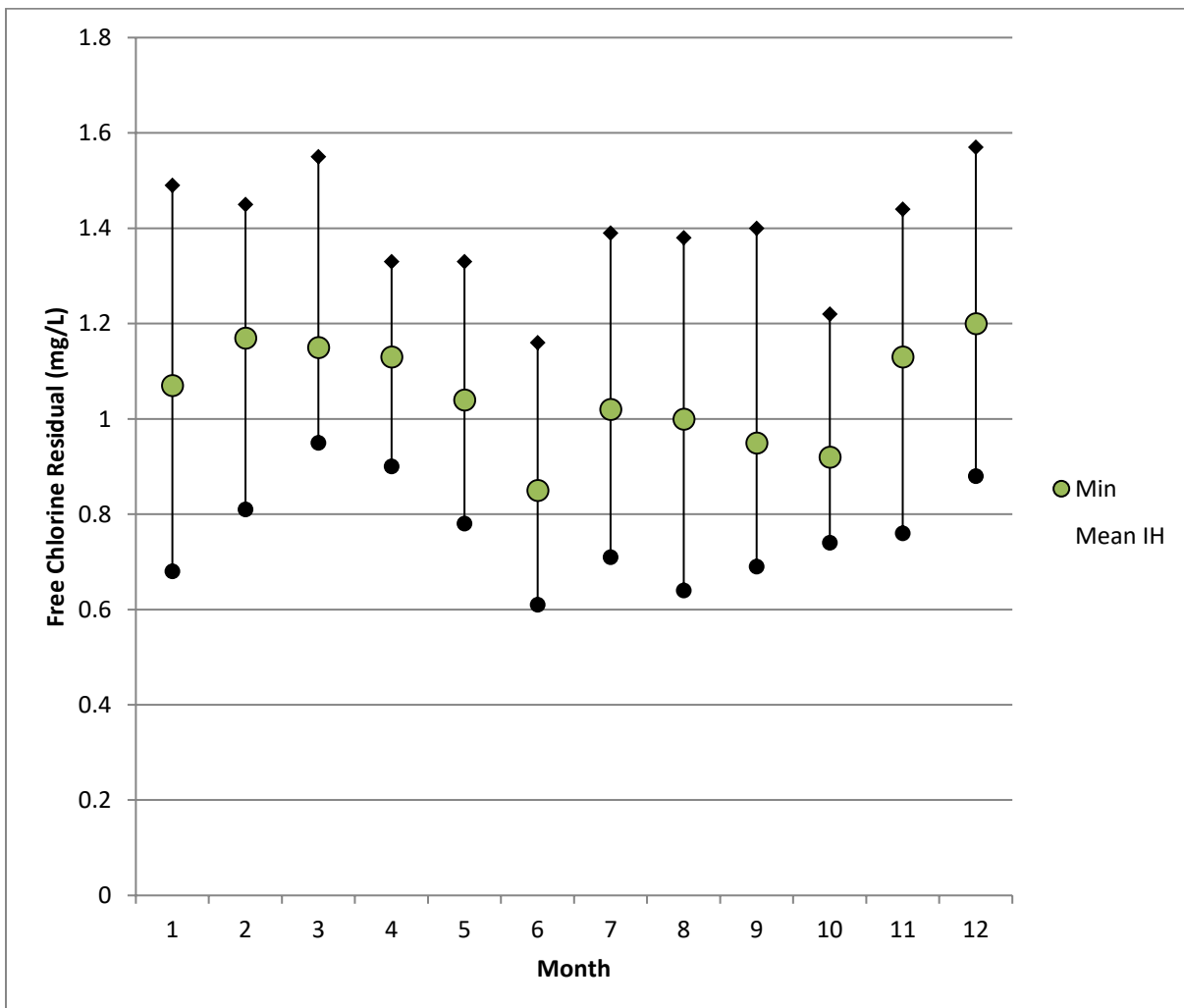
SECTION 4: PERFORMANCE ASSESSMENT REPORT

Auto Flushers are tested twice per week; the current settings are:

#	Location	Frequency	Duration
1	Iona Road	7 days	35min
2	Lake Line	5 days	30min
3	Thomas Road	7 days	11min
4	Bush Road	7 days	30min

All residuals were adequate at the current flushing durations. Chlorine residuals are taken throughout the system to monitor the auto flusher effectiveness as well as to meet regulatory requirements. O. Reg. 170/03 requires that residuals are taken 2 times per week at least 48 hours apart with a minimum of 4 residuals on the first day and 3 residuals on the second. Chart 1 below shows the residuals for 2021 obtained so far throughout the distribution system.

Chart 1. Free chlorine residuals in the distribution system.



All sampling and testing in the distribution system met requirements with the current Municipal Drinking Water License and regulations during the third quarter. Microbiological samples are taken at five locations throughout the distribution system each week (it is required to take 8 samples per month plus one sample for every 1000 people, therefore a minimum of 11 samples per month). E. coli and total coliform have a regulatory limit of 0 cfu/100mL and there is no regulatory limit for HPC. HPC concentrations are used to indicate a potential problem area; if results from a particular sample location are consistently showing elevated levels then flushing or other action is required to reduce the value. Table 1 shows the distribution system sampling results for 2021.

Table 1: Distribution system sampling results for 2021.

	# Samples	Total Coliform Range (cfu/100mL)	E. coli Range (cfu/100mL)	# Samples	HPC (cfu/100mL)
January	20	0 – 0	0 – 0	8	<10 - <10
February	20	0 – 0	0 – 0	8	<10 - <10
March	25	0 – 0	0 – 0	10	<10 - <10
April	22	0 – 0	0 – 0	10	<10 - <10
May	25	0 – 0	0 – 0	10	<10 - <10
June	20	0 – 0	0 – 0	8	<10 - <10
July	20	0 – 0	0 – 0	8	<10 - <10
August	31*	0 – 0	0 – 0	16*	<10 - <20
September	20	0 – 0	0 – 0	8	<10 - <10
October	20	0 – 0	0 – 0	8	<10 - <10
November	25	0 – 0	0 – 0	10	<10 - <10
December	20	0 – 0	0 – 0	8	<10 - <10

*additional samples collected for Watermain Repair

Trihalomethanes are sampled on a quarterly basis. Table 2 below shows the running average along with the 2021 results. The current running average is below the regulated limit of 100µg/L.

Table 2: Trihalomethane sample results.

	Limit (µg/L)	THM Result (µg/L)
January 2021		35
April 2021		23
July 2021		40
October 2021		60
Running Average	100	39.5

Haloacetic Acids (HAAs) are sampled on a quarterly basis. Table 3 below shows the running average along with the 2021 results. The current running average is below the regulated limit of 80µg/L.

Table 3: Haloacetic acid sample results.

	Limit (µg/L)	HAA Result (µg/L)
January 2021	-	22.6
April 2021		15.5
July 2021		19.6
October 2021		25
Running Average	80	20.7

Schedule 15.1 in O. Reg. 170/03 requires sampling for lead, alkalinity and pH. This is required twice per year. The Southwold Distribution System is currently in reduced sampling which requires distribution sampling only and lead sampling only every third year. Table 5 shows the results for 2021.

Table 4: Schedule 15.1 sampling results.

	# Samples	pH	Alkalinity (mg/L)	Lead (µg/L)
February 2021	3	8.01 – 8.21	97 - 102	0.19
July 2021	3	7.38 – 7.65	95 - 99	1.0

SECTION 5: OCCUPATIONAL HEALTH & SAFETY

FIRST QUARTER

Due to the COVID-19 pandemic, precautionary protection measures continue to be implemented at all facilities.

There were no additional Health & Safety issues identified during the first quarter.

SECOND QUARTER

There were no additional Health & Safety issues identified during the second quarter.

THIRD QUARTER

There were no additional Health & Safety issues identified during the third quarter.

FOURTH QUARTER

There were no additional Health & Safety issues identified during the fourth quarter.

SECTION 6: GENERAL MAINTENANCE

FIRST QUARTER

All samples, checks and readings were performed during the first quarter as required by all applicable legislation.

JANUARY:

02: Verified pocket colorimeter.

13: Performed generator run and completed alarm testing.

14-15: Completed monthly air relief chamber inspections.

FEBRUARY:

- 02: Verified pocket colorimeter.
- 25: Performed generator run and completed alarm testing.
- 26: Completed monthly air relief chamber inspections.

MARCH:

- 04: Hawkin's Electric on site for dialer repairs.
- 04: Metcon on site to repair chlorine board.
- 04: Performed monthly pocket colorimeter verification.
- 05: Quarterly maintenance on chlorine analyzers.
- 16: Flowmetrix on site for flow meter calibrations.
- 25: Completed generator run test.
- 26: Completed monthly air relief chamber inspections.
- 31: On site at Talbotville-Meadows phase 1 for new watermain commissioning pressure testing.

SECOND QUARTER

APRIL:

- 01: Swabbing on new main in Talbotville was completed.
- 06: Completed pressure testing on new main in Talbotville. Test passed.
- 07: Completed super chlorination of new watermain in Talbotville.
- 08: Completed dechlorination of new watermain in Talbotville and collected first set of bacti samples.
- 09: Collected second set of bacti samples for new watermain commissioning.
- 13: Spring hydrant flushing starts.
- 20: Connected new watermain to existing watermain, length of pipe was 5.6meters.
- 25/26: Watermain break at intersection of Union Rd and Horton St in Shedden. Replaced gate valve and 202 inches of PVC piping. Classified as a class 2 break.
- 26: Collected first set of bacti samples after mainbreak.
- 27: Collected second set of bacti samples after mainbreak.
- 27: Completed swabbing, pressure testing and super chlorination on new watermain in Talbotville.
- 28: Collected first set of bacti samples on new watermain in Talbotville.
- 29: Collected second set of bacti samples on new watermain in Talbotville.

MAY:

- 10: Completed connection on watermain in Talbotville, installed caps at end of each main for future expansion.

JUNE:

- 03: New water connection at 5243 Union Rd.
- 07: Curbstop repair at 41541 Major Line.
- 08: Curbstop leak at 41845 James Street. Upon excavation it was observed that the saddle was intact and there were no leaks, rod was bent and replaced as was box. Waterline was excavated to main and then towards the intersection of James Street and Florence Street but no leaks were observed. ORO has been notified.
- 09: Curbstop extension installed at 41541 Major Line in Ferndale.
- 11: Nichol Water Services on site to perform leak detection at 41845 James Street; unable to detect any major leak in the area.

THIRD QUARTER

JULY:

- 02: Service connection at 37037 Cattanach Line.
- 06: Installation of new ¾" service at 37352 Fingal Line. Directional drilling from South side to North side of the road.
- 07: New service installation at 8269 Union Road. Directional drilling performed
- 07: New service installation at 39698 Talbot Line. Directional drilling performed.
- 08: Emergency repair at 9991 Wellington Road. Replaced curbstop, operating rod and curb box.
- 22: Water service repair at 37298 Fingal Line, replaced existing ¾" with new 1" service line.
- 28: Dead end flushing completed.
- 29: Monthly air relief chamber inspections completed.

AUGUST:

- 05: Main break at 10295 Greenpark Drive in Talbotville. Once excavated, it was determined that it was a class 2 break. Once repaired main was flushed and returned back to regular service. First set of bacti samples were collected and taken to the lab.
- 06: Second set of samples from mainbreak at 10295 Greenpark Drive were taken.
- 19: Monthly air relief chamber inspections completed.
- 20: New Service installation at 35534 Fingal Line.
- 20: New Service installation at 5243 Union Road.

SEPTEMBER:

- 03: Curbstop repair at 39939 Talbot Line.
- 09: MECP onsite for annual inspection of the system.
- 09: Onsite at 41845 James Street in Ferndale for curbstop leak. Obtained a grab sample of 1.18ppm and notified ORO.
- 14: Curbstop repair at 41845 James street in Ferndale.
- 15: Suspected leak at 6474 Bells Road, obtained a grab sample of 0.77ppm. Repairs will be made in the future.
- 16: Suspected leak at 6474 Bells road was excavated, once exposed the water was then turned off by operator, once off it was observed the leak had stopped. Leak on home owner's property, leak to be repaired by home owner.
- 29: Live tap and new installation of 1" service line at 38301 Fingal Line.
- 29: Installation of new 1" service line at 35409 Lake Line. Directional drilling performed.
- 29: Monthly air relief valve chamber inspections completed.

FOURTH QUARTER

OCTOBER:

- 08: Farmington onsite to inspect backflow preventers.
- 19 – 22: Fall Hydrant flushing.
- 26: Repairs made to curbstop at 8259 Mill Road.

NOVEMBER:

- 03: Contractors hit main in front of new Industrial plant, onsite for main repair. Classified as category 1 by SOM. Flushed hydrant at corner of Sunset and Southminster Bourne before returning to normal, obtained a residual of 1.27ppm.
- 08: Backflow preventer installed on temporary watermain at new Industrial plant.
- 10: Bacti samples collected from temporary main at Industrial plant.

11: Curbstop leak at 7082 Union Road. Operator turned off curbstop and leak stopped, explained to homeowner leak is on homeowner's side and therefore it is their responsibility to fix.

15: Closed valves with The Township for Southwold for planned watermain shutdown in front of Industrial plant. After work was completed, hydrant at corner of Sunset and Southminster Bourne was flushed, a residual of 1.33ppm was obtained and valves were opened.

16: St. Thomas valve replacement, operator onsite at 22:00 and overnight to monitor hydrants in distribution system and take residuals to ensure pressure was maintained throughout the repair.

17: Valve replacement complete, distribution system was returned to normal operation at approximately 08:00.

19: Onsite at 36018 Talbot line for installation of new 1" water service. Directional Drill required under Talbot line. Patton Excavating, Bluewater Power Vac Truck and Melo Drilling onsite to preform excavation work.

24: Bent curbstop repaired at 37975 Talbot Line. Streib Trucking onsite to assist with excavation.

25: Completed repair at 37710 Talbot Line inside the meter pit. Hurricane hydrovac onsite to preform excavation.

DECEMBER:

02: Bacti samples from new watermain in front new Industrial plant were taken.

03: Curbstop repair at 10614 Sunset Drive. Streib trucking onsite for excavation.

08: Closed and opened valve for proposed shutdown request on Sunset Drive. Flushed hydrant at corner of Sunset Drive and Southminster Bourne for approximately 10 mins after opening valve, obtained a residual of 1.08ppm.

09: Closed and opened valves for proposed shutdown for watermain in front of new Industrial plant. Hydrant at corner of Sunset Drive and Southminster Bourne flushed after valves opened. Obtained residuals of 1.16ppm, 1.26ppm, 1.31ppm and 1.27ppm.

13: Repair of leaking water service at 37986 Talbot line. Patton Excavating and Blue Water Power onsite to complete excavation.

13: Live tap and curbstop installation at 12343 William Street, Lawrence Station.

21: Aquafix onsite to disassemble sample station at corner of Third and Southminster in order to obtain parts to fix sample stations throughout the distribution system.

23: Onsite at 9459 Union Road for leaking curbstop, hurricane onsite for excavation, once exposed it was observed repair is on homeowner's side.

23: Onsite for suspected leak at 12343 William street, Lawrence station. Confirmed leak at sample station, SOM notified.

SECTION 7: ALARM SUMMARY

FIRST QUARTER

JANUARY:

No alarms this month.

FEBRUARY:

29: Arrived on site due to low chlorine alarm, everything appeared normal, both inlet and outlet reading within normal limits, ensured by taking chlorine grab samples. Reviewed data logger on search trace and could find no low chlorine dips. Most likely cause was a power flicker due to poor weather, strong winds and snow.

MARCH:

No alarms this month.

SECOND QUARTER

APRIL:

No alarms this month.

MAY:

18: Operator received alarm for channel 4, high outlet chlorine. Upon arrival chlorine was at a normal reading, 1.36ppm, verified reading with by grab sample.

JUNE:

16: Operator received channel 5 alarm. Upon arrival it was observed high water level in chamber, sump pump was reset but did not work, used portable pump to pump out chamber and installed new sump pump.

THIRD QUARTER

No alarms this quarter.

FOURTH QUARTER

No alarms this quarter.

SECTION 8: COMMUNITY COMPLAINTS & CONCERNS

FIRST QUARTER

No complaints or concerns this quarter.

SECOND QUARTER

APRIL:

25: Multiple complaints were received regarding low water pressure due to the watermain break on the corner of Horton St. and Union Road. Pressure is monitored at the Shedden Re-chlor station and data showed the pressure was restored once the site of the break was isolated.

30: Complaint was received regarding brownish coloured water. Spring flushing was conducted in the area earlier in the week. An Operator attended the location of the complaint and conducted additional flushing. Operator flushed hydrant 121 at 35623 Victoria street in Fingal, obtained a residual of 1.07ppm and observed clear flow. Resident was outside upon arrival, after flushing operator asked resident to run taps and to verify clear flow within the home was obtained.

MAY:

No complaints or concerns this month.

JUNE:

11: Operator received call for low water pressure at 41552 Major Line. Checked pressure at hydrant located across the road which was 81psi. Spoke with homeowner who stated pressure was lower than normal. Operator closed and opened curbstop, homeowner then had higher pressure.

THIRD QUARTER

JULY:

No complaints or concerns this month.

AUGUST:

05: Two community complaints were received. Both complaints were received in the area of the watermain break. Once repairs were completed, no further issues were reported.

23: A complaint was received for low water pressure. An operator attended the location and checked the pressure on a hydrant. Pressure readings were adequate.

SEPTEMBER:

No complaints or concerns this month.

FOURTH QUARTER

OCTOBER:

On October 30th, 2021 a complaint was received from the Elgin Manor Home of the Aged regarding brown coloured water. An Operator attended the site and conducting flushing until the water ran clear. This incident was connected to the yellow water produced during the month of September. No further issues reported.

NOVEMBER:

03: There were multiple residences reporting low water pressure. The cause was a watermain break onsite at the new Industrial facility. The area was flushed post repairs and a chlorine residual obtained. No further issues.

17: A complaint was received from North Star Windows regarding low water pressure. This complaint was related to a valve replacement being conducted by the City of St. Thomas. Notification of the work had been issued to customers. Water pressure was restored upon completion of the work.

DECEMBER:

20: A complaint was received for brown water at 8521 Union road. An operator attended the site and conducted flushing. Flushed hydrant at corner of Union road and McDiarmid Line for approximately 10 minutes, obtained a residual of 1.67ppm. Brown water most likely due to valve maintenance performed in the area. No further issues were reported.



Ontario Clean Water Agency
Agence Ontarienne Des Eaux

Talbotville Wastewater Treatment Plant

Operations Report

Fourth Quarter 2021

Ontario Clean Water Agency, Southwest Region
Mark Harris, Sr. Operations Manager, Aylmer Cluster
Date: February 5, 2022

Facility Description

Facility Name: Talbotville Wastewater Treatment Plant
Regional Manager: Dale LeBritton (519) 476-5898
Senior Operations Manager: Mark Harris (226) 545-0414
Business Development Manager: Susan Budden (519) 318-3271
Facility Type: Municipal
Classification: Class 3

Service Information

Population Served: 125

Capacity Information

Total Design Capacity: 500 m³/day

	Design Values	2020 Flow Data	2021 Flow Data
Average Daily Flow (m³/d)	500	46.5	84.6
% of Average Daily Design Flow	-	7.0	16.9
Peak Flow (m³/d)	1000	283.2	319.0
% of Peak Design Flow	-	28.3	31.9

	Design Flow (m ³ /d)	2021 Average Daily Flow (m ³ /d)	2021 % Capacity	Design Peak Flow (m ³ /d)	2021 Maximum Daily Flow (m ³ /d)	2021 % Peak Flow
January	500	42.7	8.5	1000	65.6	6.6
February	500	54.0	10.8	1000	83.5	8.4
March	500	61.1	12.2	1000	116.8	11.7
April	500	53.2	10.6	1000	88.2	8.8
May	500	43.6	8.7	1000	67.1	6.7
June	500	54.1	10.8	1000	148.6	14.9
July	500	80.9	16.2	1000	117.0	11.7
August	500	84.9	17.0	1000	122.4	12.2
September	500	105.8	21.2	1000	316.5	31.7
October	500	151.1	30.2	1000	259.4	25.9
November	500	125.5	25.1	1000	204.5	20.5
December	500	158.9	31.8	1000	319.0	31.9
Annual Average	-	84.6	16.9	-	319.0	31.9

Operational Description:

The wastewater is screened through a mechanically cleaned fine screen and discharged to the aeration tanks which operate in series. From the aeration tanks, the wastewater flows to the MBR tank(s) which operate in parallel. Supplementary treatment is provided for phosphorus removal and pH adjustment. Alum is utilized for phosphorus removal and Sodium Hydroxide is used for pH adjustment. The final effluent from the MBR tanks is discharged to the ultraviolet (UV) disinfection system. The final effluent flows from the UV disinfection system to Dodd Creek.

Facility Name: Talbotville Wastewater Treatment Plant
ORG#: 1536

SECTION 1: COMPLIANCE SUMMARY

FIRST QUARTER

There were no compliance issues to report during the first quarter.

OCWA has been working on an initiative to modernize and enhance its current hard copy operational logbook practices to ensure compliance with regulatory requirements and to facilitate better record-keeping and communication regarding the operation of the drinking water and wastewater facilities that OCWA operates. This initiative has been accomplished by implementing electronic logbooks using the eRIS Logbook software at the facilities OCWA operates. These electronic logbooks meet the requirements of Ontario Regulations 128 and 129 as well as the Electronic Commerce Act. The MECP have been notified and have acknowledged OCWA's efforts in improving documentation with logbooks. The implementation of electronic logbooks is expected to result in benefits for OCWA staff, the MECP and the clients in the following ways:

- Improved efficiency by being able to provide logbook records electronically.
- Facilitation of virtual inspections and logbook reviews, now and in the future. With the current ongoing challenges due to the COVID-19 pandemic, adherence to social distancing and other public health measures is critical. The accessibility of electronic logbooks makes it easier for OCWA and Ministry staff to adhere to such measures by reducing/eliminating the need for on-site visits.
- Better quality logbook entries, particularly those documenting unusual or abnormal operating conditions.
- Improved communication and operational oversight as the information is available immediately after entry through both desktop and mobile applications.
- Improved ability to proactively identify and respond to potential process and compliance issues.
- More consistent record-keeping practices

The Ministry of Environment, Conservation and Parks is moving forward with the implementation of a Consolidated Linear Infrastructure Permissions Approach which would consolidate collection system ECAs into one Consolidated Infrastructure Environmental Compliance Approval (CLI-ECA).

The purpose of the Consolidated Linear Infrastructure Permissions Approach is to:

- reduce regulatory burden for municipalities and developers by streamlining the approval process by replacing existing individual pipe by pipe ECAs with one multi-media ECA for a municipality's wastewater sewage collection system and one multi-media ECA for a municipality's stormwater collection, treatment and disposal system
- provide clear, transparent and consistent requirements through the new design criteria and conditions in the new ECAs that municipalities and developers can follow for future sewage work
- improve environmental protection and ensure quality and consistency of new sewage works through updating ECA terms and conditions to current standards
- consolidate and update ECA terms and conditions that will apply to each municipality's sewage collection system
- consolidate the ECAs for existing linear infrastructure to establish a holistic picture of all routine works owned by a municipality

The new consolidated linear infrastructure ECAs will:

- incorporate all the requirements for a municipality's entire sanitary collection system and stormwater management works
- include updated conditions that will pre-authorize municipalities and prescribed persons (e.g. developers) to make future specified alterations in accordance with the proposed new design criteria
- include other updated conditions to improve environmental protection and ensure quality and consistency in new construction

Formal letters will be issued to system Owners in the Spring/Summer of 2021, beginning with the larger municipalities. These letters will indicate that the Municipality must apply for the CLI-ECA within 6 months. Municipalities will need to prepare and submit to the Ministry applications for consolidated linear infrastructure ECAs that will include a description of all existing sanitary collection and stormwater works within their municipal boundaries that they own. This could be a large undertaking and OCWA will be available to assist if needed.

SECOND QUARTER

On Wednesday June 30th, 2021 an SPC Audit was completed at the Talbotville WWTP by the SPC Manager, Cindy Sigurdson. The SPC Audit is a compliance-based audit designed to evaluate facility performance against environmental and H&S compliance requirements and to identify areas of concern/deficiencies. It includes a detailed examination of the specific regulatory requirements for the site being audited. This type of audit is conducted by the SPC Manager (or designate) and may be scoped to applicable site requirements. Action items have been outlined and will be tracked and addressed as required.

THIRD QUARTER

There were no compliance issues to report for this quarter.

FOURTH QUARTER

There were no compliance issues to report this quarter.

SECTION 2: INSPECTIONS

FIRST QUARTER

There were no MOL or MECP inspections conducted during this quarter.

SECOND QUARTER

There were no MOL or MECP inspections conducted during this quarter.

THIRD QUARTER

There were no MOL or MECP inspections conducted during this quarter.

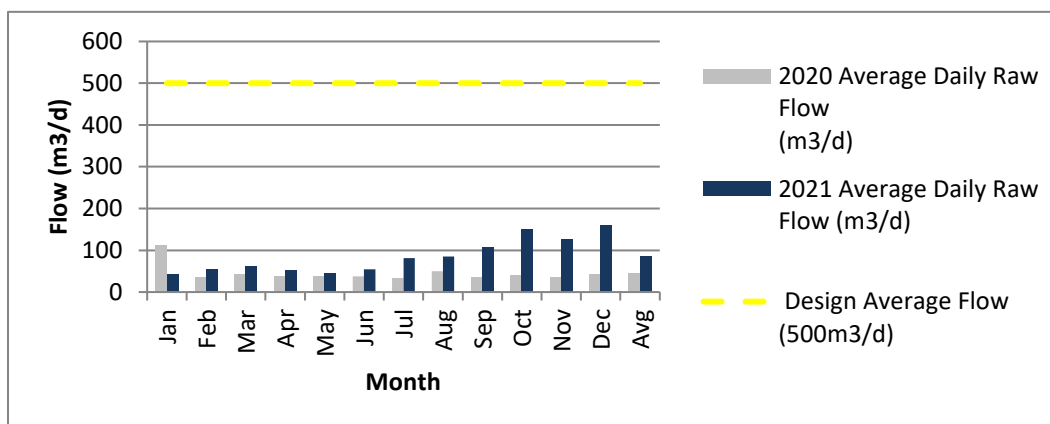
FOURTH QUARTER

There were no MOL or MECP inspections conducted during this quarter.

SECTION 3: PERFORMANCE ASSESSMENT REPORT

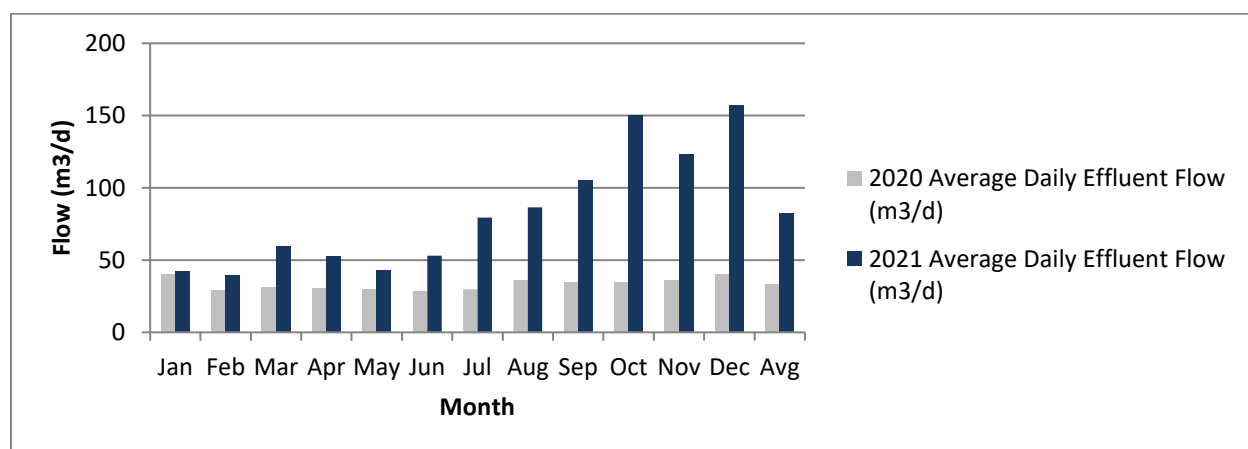
The average daily raw flow for 2021 was 84.6 m³/d. This is an 89.9% increase when compared to the average daily flow in 2020. The chart below shows the monthly average flows so far for 2021, compared to the 2020 average daily flows (Chart 1). Infiltration was an issue in 2021 during severe wet weather events.

Chart 1. Raw flows for 2020 compared to 2021



The average daily effluent flow for 2021 was 82.7m³/d. This is a 147.1% increase when compared to the average daily flow in 2020. The chart below shows the monthly average flows for 2021 compared to average daily flows in 2020 (Chart 2).

Chart 2. Effluent flows for 2021 compared to 2020



Raw samples are taken on a monthly basis following the ECA requirements. The table (Table 1) below shows the raw sample results compared to the design objectives. These design objective exceedances have not impacted the quality of the effluent produced by the wastewater treatment plant but will continue to be monitored.

Table 1. Raw water sample results for 2021.

	BOD5 (mg/L)	TKN (mg/L)	TP (mg/L)	TSS (mg/L)
January Results	129	32	2.96	119
February Results	193	47.9	5.57	224
March Results	94	32	2.98	67
April Results	75	37.1	2.91	57
May Results	84	48.8	3.57	120
June Results	209	37.1	4.49	103
July Results	88	23.8	1.91	45
August Results	56	27.3	2.10	53
September Results	109	44.3	3.92	82
October Results	38	13.9	1.50	100
November Results	33	21.1	1.00	9
December Results	39	18.2	1.79	39
Design Objective	250	40	7	250
# Months Above Design	0/12	2/12	0/12	0/12

The effluent is sampled on a weekly basis following the requirements of the ECA. The table (Table 2) below summarizes the monthly average results compared against the objectives and limits identified in the ECA.

Table 2. Effluent average sample results.

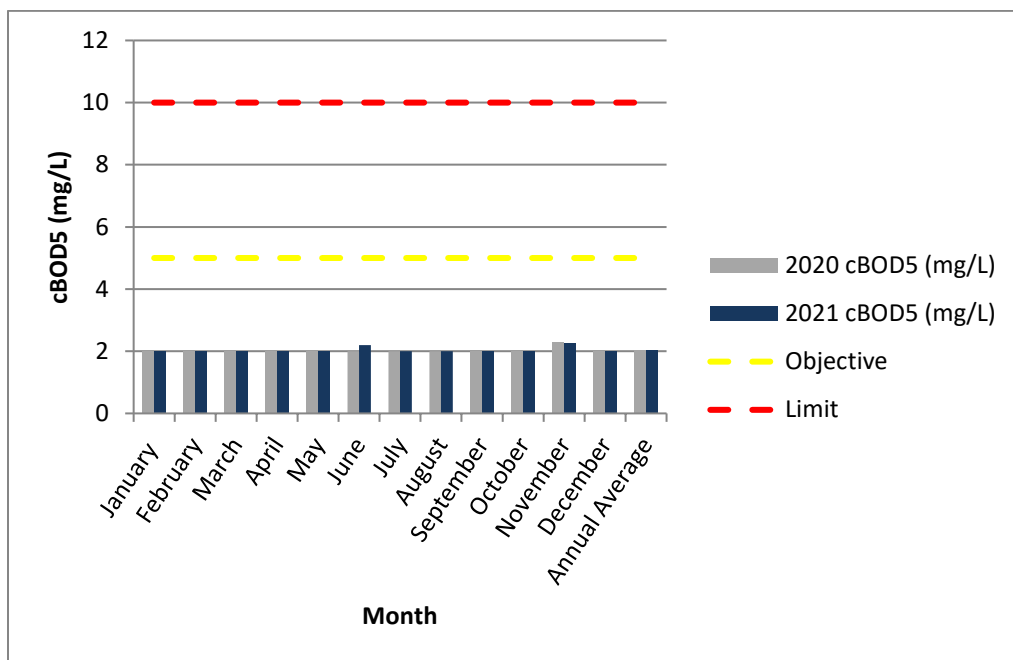
	cBOD5 (mg/L)	TSS (mg/L)	TP (mg/L)	TAN (mg/L)	E. coli (cfu/100mL)*	pH
January	2.0	2.8	0.11	0.10	5.60	6.88 – 8.51
February	2.0	3.0	0.09	0.10	3.74	6.65 – 7.65
March	2.0	2.6	0.12	0.10	3.78	6.97 – 7.65
April	2.0	2.0	0.16	0.10	1.00	7.26 – 8.21
May	2.0	2.5	0.22	0.10	5.90	7.64 – 8.29
June	2.2	4.0	0.23	0.10	4.50	7.35 – 8.16
July	2.0	3.5	0.13	0.10	2.06	7.58 – 8.29
August	2.0	2.0	0.27	0.10	1.19	6.72 – 8.22
September	2.0	3.0	0.18	0.18	1.14	7.35 – 8.23
October	2.0	2.0	0.20	0.10	1.86	7.36 – 8.16
November	2.3	2.8	0.22	0.10	3.99	6.91 – 8.52
December	2.0	2.0	0.25	0.10	2.91	7.10 – 8.22
Annual Average	2.0	2.7	0.18	0.11	3.0	6.65 - 8.52
ECA Objective	5	5	0.2	1.0** 3.0	100	6.5-8.5
ECA Limit	10	10	0.3	1.5** 4.0	150	6.0-9.5

*expressed as geometric mean

**based on May 1 to November 30 and December 1 to April 30

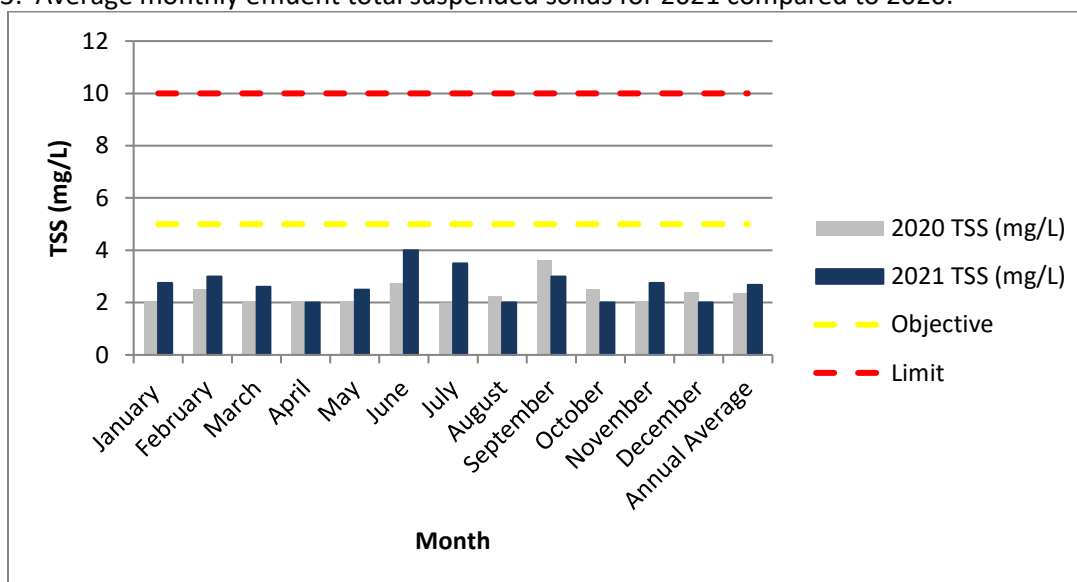
Effluent average cBOD5 for 2021 was 2.0mg/L. This is an increase of 0.62% when compared to the 2020 annual average. All results in 2021 met the effluent objectives and limits identified in the ECA. Refer to Chart 2 for the average monthly effluent cBOD5 results.

Chart 2. Average Monthly Effluent cBOD5 results for 2021 compared to 2020.



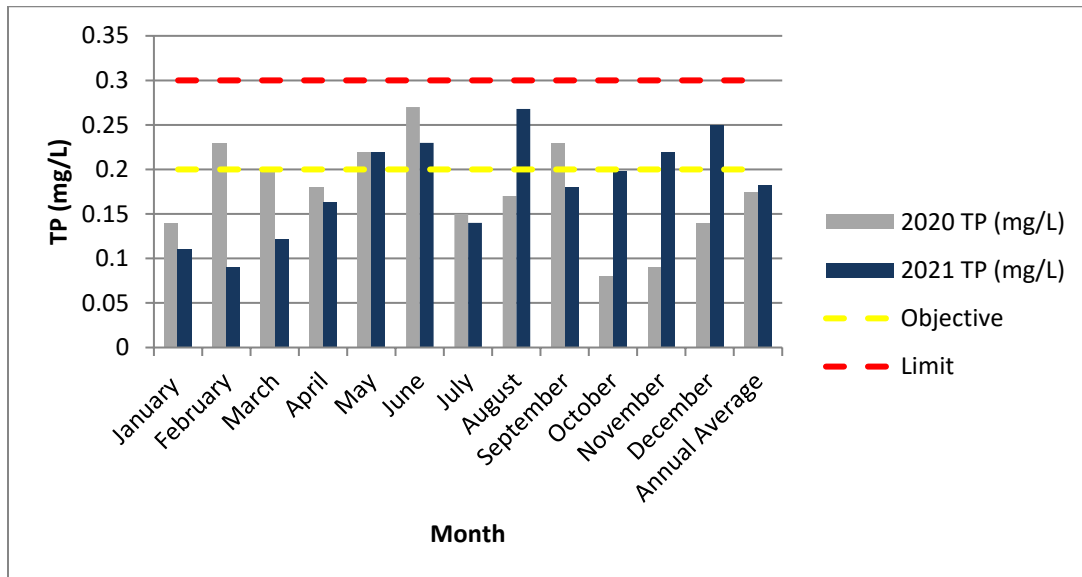
Effluent average TSS for 2021 was 2.7mg/L. This is an increase of 14.6% when compared to the 2020 annual average. All results in 2021 met the effluent objectives and limits identified in the ECA. T Refer to Chart 3 for the average monthly effluent TSS results.

Chart 3. Average monthly effluent total suspended solids for 2021 compared to 2020.



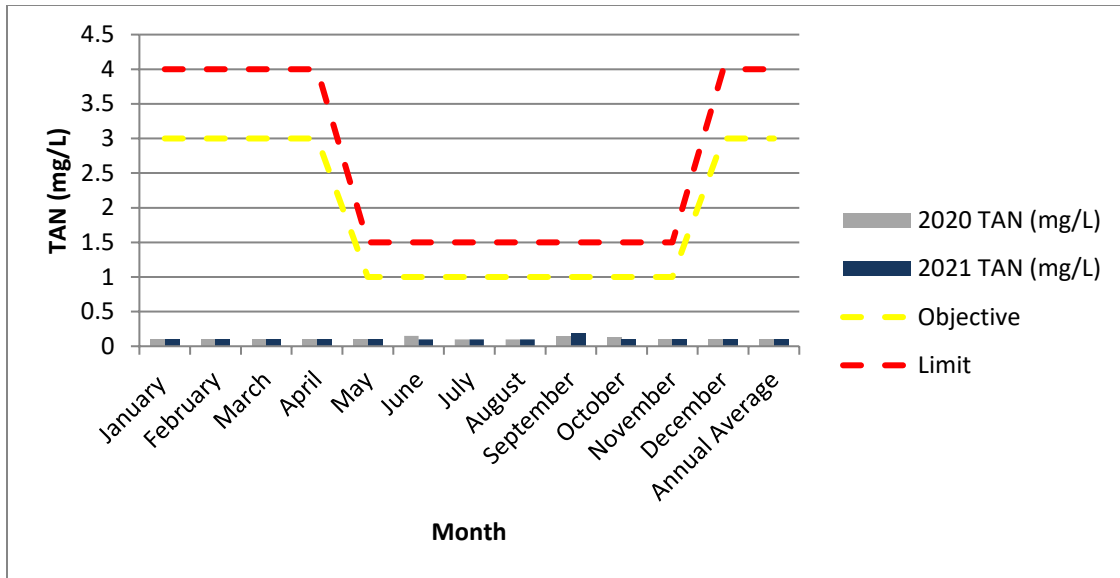
Effluent average TP for 2021 was 0.18mg/L. This is a 4.3% increase when compared to the 2020 annual average. All results in 2021 met the effluent limits identified in the ECA. There were five monthly averages of 0.2 mg/L which is the objective. There was an increase in TP in May, June and December due to excess solids in the aeration tanks which have been removed. In August, TP results were higher than normal due to the removal and cleaning of the membrane tanks. The TP results have improved.

Chart 4. Average monthly effluent total phosphorus results for 2021 compared to 2020.



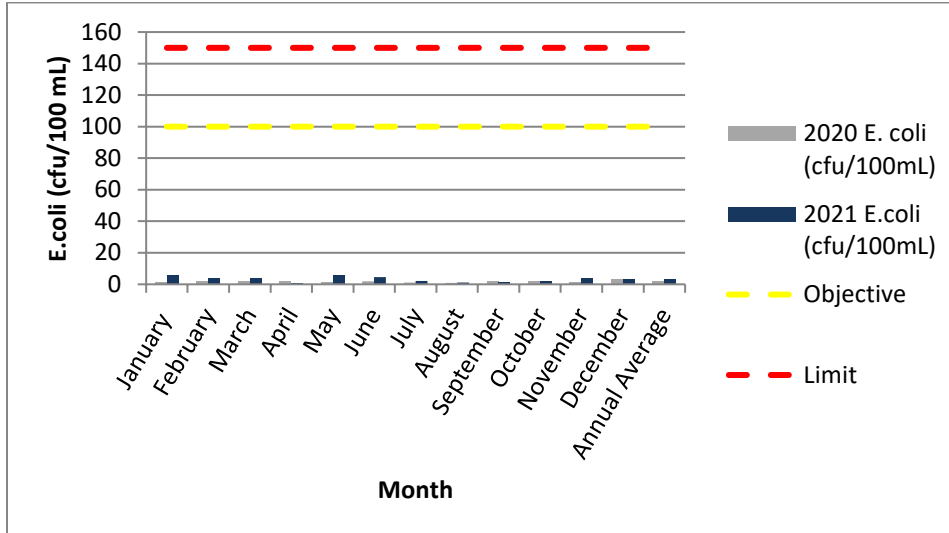
Effluent average TAN for 2021 is 0.11mg/L. This result is the same as the 2020 annual average. All results during 2021 met the effluent objectives and limits identified in the ECA. Refer to Chart 5 for the average monthly TAN results.

Chart 5. Average monthly effluent total ammonia nitrogen results for 2021 compared to 2020.



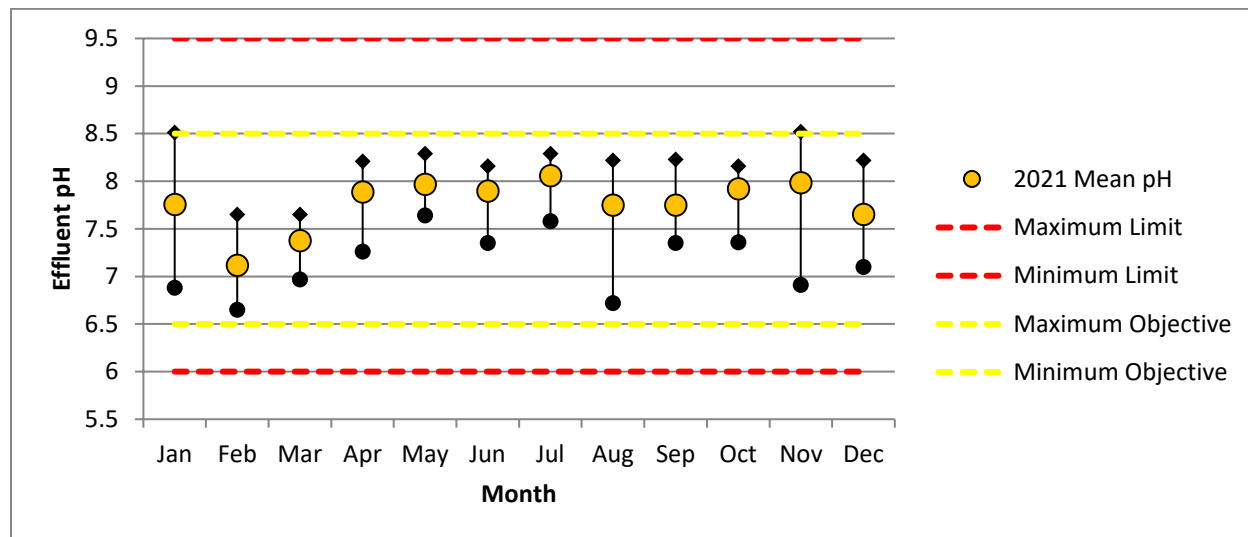
Effluent geometric mean for E. coli for 2021 is 3.0cfu/100mL. This is an 80.7% increase when compared to the 2020 annual average. All results during 2021 met the effluent objectives and limits identified in the ECA. Despite this large increase, the results are well below the objectives and limits identified in the ECA. Refer to Chart 6 for the monthly geometric mean results for E.coli.

Chart 6. Geometric mean effluent E. coli results.



The effluent pH is monitored twice weekly at a minimum at the Talbotville WWTP in accordance with the ECA. The pH is required to be maintained between 6.0-9.5 at all times. Refer to Chart 7 for the monthly minimum, maximum, average pH readings in 2021. The plant has effectively maintained the pH within the compliance range however; there was one objective exceedance in November.

Chart 7. Effluent pH readings for 2021.



SECTION 4: OCCUPATIONAL HEALTH & SAFETY

FIRST QUARTER

Due to the on-going COVID-19 pandemic; precautionary protection measures continue to be implemented at all facilities.

There were no additional Health & Safety issues identified during the first quarter.

Sound level testing was conducted on April 16th, 2021 at the Talbotville WWTP using a R8050 Reed Sound Level Meter. Sound levels were measured in the control room, blower room, the aeration room connected to the blower room, the lab area and outside by the generator while it was operating. The following table outlines the findings.

Table 1.

Location	dB	Hearing Protection Required	Recommended Class of Hearing Protector
Control Room	64.5	No	n/a
Blower Room	94.6	Yes	Class C
Aeration Room	70.9	No	n/a
Lab Area	65.9	No	n/a
Generator	92.8	Yes	Class C

Regulations require employees to use hearing protection when noise levels exceed 85dB. Classification of hearing protectors are based on the minimum noise attenuation at various assigned frequencies. Selection of hearing protectors is also based on a time-weighted average of noise exposure. Class A protectors offer the highest protection down to Class C which provides the least protection. For the purpose of the Talbotville WWTP, Class C hearing protection is required in the blower room and when the generator is running and Operators are performing checks.

SECOND QUARTER

There were no Health & Safety issues identified during this quarter.

THIRD QUARTER

There were no Health & Safety issues identified during this quarter.

FOURTH QUARTER

There were no Health & Safety issues identified during this quarter.

SECTION 5: GENERAL MAINTENANCE

FIRST QUARTER

Routine checks, readings and sampling were all conducted as required during the first quarter of 2021.

JANUARY:

- 08: Adjust motor speed on blower B601 from 58% to 70% as per Newterra.
- 13: Sanitary Sewer on site for sludge removal.
- 27: Alpine on site for chemical delivery.

FEBRUARY:

- 04: Sanitary Sewer on site for sludge removal.
- 18: Cleaned and pressure washed bar screen.
- 23: Chemical back wash completed on filters.
- 26: Calibrated pH probe on aeration tank 502.

MARCH:

- 04: Alpine on site for chemical delivery.
- 09: Sanitary Sewer on site for sludge removal.
- 23: Performed chemical backwash of membranes.
- 26: Hawkin's Electric on site for yearly pump checks and to install fan at UV751.
- 26: Changed filters on blowers.
- 26: Vacuumed out carbon filter tanks in bar screen room.
- 29: Hawkin's Electric on site to fix heaters in HMI room, transformer
- 30: Hamisco on site for lifting equipment inspection.
- 31: Alpine on site for chemical delivery.

SECOND QUARTER

Routine checks, readings and sampling were all conducted as required during the 2nd quarter of 2021.

APRIL:

- 06: Farmington Mechanical and Hawkins Electrical on site to adjust flowmeter at FIT201.
- 08: Exchanged USB at HMI screen.
- 14: On site to prepare for wetwell cleaning, isolated tank 301 and pumped down. Placed tank 302 in duty.

- 15: Hurricane on site for cleaning of wetwell 301 and 302.
- 16: Process & Compliance Technician completed sound level testing.
- 21: Alpine on site for chemical delivery.

MAY:

- 04: Farmington Mechanical on site to replace 2 check valves and tubing at aeration tank.
- 05: Farmington Mechanical on site for maintenance on blower 502.
- 17: Farmington Mechanical on site to cap potable water line to prevent pipe bursting.
- 20: Alpine on site for chemical delivery.

JUNE:

- 01: Sanitary Sewer on site for sludge removal.
- 08: Alpine on site for chemical delivery.
- 16: Sanitary Sewer on site for sludge removal.

THIRD QUARTER

JULY:

- 08: Alpine onsite for chemical delivery.
- 09: Sanitary Sewer onsite for sludge removal.
- 12: Farmington onsite to install new cassettes in membrane #1.
- 12: Newterra onsite to assist with installation of new cassettes.
- 13: Farmington and Newterra onsite to complete work on membrane #1.
- 13: Tested membrane #1, effluent pump not working due to broken impeller. Placed membrane #2 back in service.
- 26: Hawkin's Electric, pump 301 faulted out. Switched transducer from EQ tank 301 and moved to tank 302. Pump 302 now in auto and pump 301 off.

AUGUST:

- 03: Alpine onsite for chemical delivery.
- 04: Farmington onsite to start installation effluent pump 701.
- 04: Farmington and Hawkin's onsite to pull EQ tank pump 301.
- 05: Farmington onsite to complete installation of effluent pump 701.
- 09: Beginning of membrane cleaning.
- 11: Continuation of membrane cleaning.
- 12: Continuation of membrane cleaning.
- 17: Membrane cleaning with NaOH was completed.
- 25: Sanitary Sewer onsite for sludge removal.
- 26: Started membrane cleaning with NaClO.
- 27: Completed membrane cleaning with NaClO.
- 27: Membrane cleaning with citric acid, membrane cleaning now complete.

SEPTEMBER:

- 08: Hawkin's Electric onsite for installation of transmitter into EQ tank 302.
- 09: Alpine onsite for chemical delivery.
- 21: Hawkin's Electric onsite to install electrical outlet in membrane room.
- 22: Changed fan belt on blower 602.

FOURTH QUARTER

OCTOBER:

- 14: NewTerra onsite for site tours.
- 15: Sanitary Sewer onsite for sludge removal.
- 15: Alpine chemical onsite for chemical delivery.
- 26: Elgin Fire Extinguisher onsite for annual fire extinguisher checks.

NOVEMBER:

- 01: Farmington and Hawkin's onsite to install EQ pump 301.
- 02: Sanitary Sewer onsite for sludge removal.
- 05: Alpine onsite for chemical delivery.
- 22: Hawkin's onsite to fix blower in membrane room.
- 24: Sanitary Sewer onsite for sludge removal.
- 25: Sanitary Sewer onsite for sludge removal.
- 29: Hawkin's onsite to install new heater at back of HMI room above effluent autosampler.

DECEMBER:

- 02: Alpine onsite for chemical delivery.
- 09: Insulation of exterior raw inlet piping being performed today.
- 09: Newterra onsite for site tours.
- 10: Newterra onsite for site tours.
- 14: Sanitary Sewer onsite for sludge removal.
- 17: Completed confined space entry to visually inspect plug at bottom of sewer manhole.

SECTION 6: ALARMS

FIRST QUARTER

JANUARY:

No alarms received this month.

FEBRUARY:

- 08: Operator received an alarm for low building temperature. On site the operator completed a walk-through of the buildings, which all were at an adequate temperature. Sensor 7962 within the building is located at ground level and therefore was reading a lower temperature. Alarm was reset on SCADA, and most likely due to the extreme cold weather.
- 13: Operator received an alarm for blower 602 fault. Upon arrival it was observed that both blower 601 and 602 were in auto, and 601 was currently in operation. There were no fault or error messages on the VFD, when 601 was turned off from the HMI, 602 automatically started up. Both blowers were placed back into auto, it is unknown why the blower faulted.
- 23: Operator received an alarm for tank 711 high level. It was observed that the solenoid valve 711 was not holding. Operator took apart the valve and put back together, and it then opened and closed as intended.

MARCH:

- 06: Operator received an alarm for low flow at AIT201, operator throttled the ball valve at the flow meter and open and closed it to clear any debris in pipes. Flow now approximately 240LPM.
- 14: Operator received alarm for high level in tank 302, Operator observed system was off due to pump pulling from membrane tank 1 instead of membrane tank 2. Pump now pulling from membrane tank 2.

27: Operator received an alarm for low flow at AIT201. Operator flushed pipe to clear debris, flow now approximately 230LPM.

28: Operator received an alarm for all systems in fault. Operator arrived on site and observed all blowers, transducers and pumps in fault. Reset all breakers however did not clear faults, called in electrician. Found pump 301 to be in fault for high temperature, disconnected pump 301 and placed pump 302 in service. Plant now running as designed.

SECOND QUARTER

APRIL:

No alarms received this month.

MAY:

23: Operator received low flow alarm at FIT201. Upon arrival it was observed flow was 25L/min. Operator flushed flow control valve, now flow is approximately 256L/min.

28: Operator received PLC fault, UV Light 752 fault and UV Light 753 fault. Upon arrival it was observed that generator was running, contacted hydro one who had received multiple calls already and has dispatched a crew. After Utility had been restored it was discovered that fuses at UV 752 and UV 753 had blown. Replaced fuses and all UV lights now working.

29: Operator received alarm for tank 602 high level. Arrived on site and observed alarm had cleared, performed a site walk-through and all systems appeared to be working well.

JUNE:

08: Operator received alarm for low flow at FIT201. Upon arrival it was observed flow was 0L/min. Operator flushed flow control valve and adjust flow to approximately 300L/min.

12: Operator received alarm for low flow at FIT201. Upon arrival it was observed flow was 15L/min. Operator flushed flow control valve and adjust flow to approximately 275L/min.

17: Operator received alarm for Tank 301 low level. Upon arrival it was observed tank 301 was at 24.1%. Plant is currently producing effluent, operator to further investigate.

26: Operator received alarm for high EQ tank. Upon arrival it was observed EQ tanks were at 87.9%. Hurricane was called in to start removing raw sewage from wetwell. 10 loads were taken and EQ tank now down to 63.4%. Heavy rain was present causing the alarm.

27: Operator received alarm for high vac. Operator changed permeate pump flow and completed manual backwash.

THIRD QUARTER

JULY:

No alarms this month.

AUGUST:

15: Operator received alarm for PLC Fault. Upon arrival the generator was running. Operator contacted Hydro One to inform them of the power outage. Once power was restored a plant walk through was completed. All systems appear to be working.

SEPTEMBER:

02: Operator received alarm for PLC fault. Reset PLC and completed facility walk through. All appears to be working well. Alarm due to power flicker.

05: Operator received alarm for PLC fault. Reset PLC and completed facility walk through. All appears to be working well. Alarm due to power flicker.

13: Operator received alarm for PLC fault. Reset PLC and completed facility walk through. All appears to be working well. Alarm due to power flicker.

22: Operator received alarm for PLC fault. Upon arrival it was observed the generator was running. Contacted Hydro One about outage and would notify operator when utility power had been restored.

22: Operator received alarm for High High Level tank 302. Upon arrival EQ tank was at 77% and continually increasing. Contacted hurricane to start taking influent from the EQ tanks, 7 loads total were removed. EQ tank starting to slowly decrease as plant is now able to keep up. Alarm due to heavy rainfall in the area.

22: Operator received alarm for High High level tank 301. Placed both membranes in service to help keep up with influent flows. EQ tank now stabilizing and plant is able to keep up with flows. Alarm due to heavy rain from previous day and more rain at the current date.

26: Operator received alarm for High High level EQ tank 302 and High High level RAS tank 611. Operator arrived at site and both membranes were disabled. Acknowledged alarm and plant started back up.

26: Operator received alarm for High High level EQ tank. Arrived at site and EQ level was at 71%, both membranes were off due to high level alarm in RAS tank. Acknowledged alarm and plant started back up. Observed the plant running until EQ tank was out of high level alarm. Plant now working well and keeping up with high flows.

FOURTH QUARTER

OCTOBER:

02: Operator received alarm for high level 201 screen. Operator acknowledged alarm and cleaned out barscreen.

06: Operator received alarm for PLC fault. Acknowledged alarm from HMI, completed plant walk through, all systems were working upon arrival. It is suspected there was a power flicker which caused the alarm.

09: Operator received alarm for low flow at AIT201. Flow at AIT201 was 22LPM upon arrival, flow control valve was flushed. Flow now back up to normal around 330LPM. Completed facility walk through, all systems appear to be working well.

15: Operator received alarm for high EQ tank. Operator arrived onsite, started up membrane 2 to help keep up with flows. Alarm due to heavy precipitation.

NOVEMBER:

No alarms received this month.

DECEMBER:

06: Operator onsite for High High level tank 302 and blower 602 fault. Arrived onsite, EQ pumps on and working, tested out both blowers 601 and 602, both appear to be working.

07: Operator received alarm for low temperature in building, completed walk through of facility and buildings were warm, verified all heaters were on and turned up. Low temperatures through the evening likely contributing to low temp alarms.

11: Operator received alarm for phase monitor fault and blower 601 fault. Arrived onsite, alarms had cleared and system was working well. Verified no error messages on VFD of blowers and ensured both blowers were working.

11: Operator received alarm for high high level tank 302. Upon arrival EQ tanks were out of alarm. Operator increased membrane pull time to 140LPM. EQ pump cycles were observed, tank is slowly starting to decrease.

11: Operator received alarm for PLC fault. Upon arrival alarm had cleared and system was working. Completed plant walk through to verify all systems were working and not in alarm.

14: Operator received alarm for high high level EQ. Operator arrived, EQ tanks are more full due to plant being off for sludge removal in the morning.

26: Received alarm for B601 fault. Arrived onsite, B602 was running, checked for fault on VFD of blower B601 but no error messages, tested both blowers, both working well. Completed plant walk through and all appears well. Alarm likely due to power flicker.

SECTION 7: COMMUNITY COMPLAINTS & CONCERNS

FIRST QUARTER

There were no complaints or concerns during this quarter.

SECOND QUARTER

There were no complaints or concerns during this quarter.

THIRD QUARTER

There were no complaints or concerns during this quarter.

FOURTH QUARTER

There were no complaints or concerns during this quarter.



February 9th, 2022

Lisa Higgs
CAO/Clerk
Corporation of the Township of Southwold
35663 Fingal Line
Fingal, ON N0L 1K0

Re: Annual Summary Report as required by Safe Drinking Water Act

Dear Ms. Higgs;

Attached is the 2021 Summary Report for the Southwold Distribution System for January 1st to December 31st, 2021. This report is completed in accordance with Schedule 22 of O. Reg. 170/03, under the Safe Drinking Water Act.

This Summary Report is to be provided to the members of the Southwold Municipal Council. Please ensure this distribution by March 31, 2022.

Section 12 of O. Reg. 170/03, requires the Annual Report required under Section 11 of O. Reg. 170/03 and the Summary Report be made available for inspection by any member of the public during normal business hours, without charge. The reports should be made available for inspection at the office of the township, or at a location that is reasonably convenient to the users of the water system.

Please feel free to contact me should you require any additional information regarding these reports. I can be reached at 226-374-4349.

Sincerely,

A handwritten signature in black ink, reading "Maegan Garber", is positioned above the printed name.

Maegan Garber
Process and Compliance Technician (OCWA)

cc. Mark Harris, Senior Operations Manager (OCWA)
Dale LeBritton, Regional Hub Manager (OCWA)
Cindy Sigurdson, Safety, Process and Compliance Manager (OCWA)
Pete Kavcic, Director of Infrastructure & Development Service (Southwold)



Ontario Clean Water Agency
Agence Ontarienne Des Eaux

**Annual Summary Report
For the
Southwold Distribution System
2021**

Prepared for the Township of Southwold

By the Ontario Clean Water Agency

Table of Contents

Section Number	Contents	Page Number
1	Overview of System	1
2	Compliance with Regulations Schedule 22-2 (2)(a) List the requirements of the Act, the regulations, the system's approval, drinking water works permit, municipal drinking water licence, and any orders applicable to the system that were not met at any time during the period covered by the report	1
3	Corrective Actions Schedule 22-2 (2)(b) For each requirement referred to in section 2 that was not met, specify the duration of the failure and the measures that were taken to correct the failure.	1
4	Flow Summary Schedule 22-2 (3) 1. A summary of the quantities and flow rates of the water supplied during the period covered by the report 2. A comparison of the summary referred to in paragraph 1 to the rated capacity and flow rates approved in the system's approval, drinking water works permit or municipal drinking water licence, or if the system is receiving all of its water from another system under an agreement pursuant to subsection 5 (4), to the flow rates specified in the written agreement.	1
Appendix A Southwold Distribution System monthly flow volumes		

SECTION 1: Overview

This summary report for the Southwold Distribution System (DS) is published in accordance with Schedule 22 of Ontario's Drinking Water Systems Regulation for the reporting period of January 1st to December 31st, 2021. The Southwold DS is categorized as a Large Municipal Residential Drinking Water System.

The Southwold DS operated in accordance with the Municipal Drinking Water Licence 055-101 and Drinking Water Works Permit 055-201.

This report was prepared by the Ontario Clean Water Agency on behalf of the Township of Southwold and must be supplied to the Southwold Municipal Council by March 31, 2022.

SECTION 2: Compliance

The Southwold DS was operated and maintained in such a manner that treated water supplied to the consumers serviced by the system satisfied the Ontario Drinking Water Quality Standards.

The annual routine inspection of the Southwold Distribution System on September 7th, 2021, conducted by Angela Stroyberg of the Ministry of the Environment, Conservation and Parks (MECP) identified no non-compliances.

There were no adverse water quality incidents (AWQIs) that occurred in 2021.

SECTION 3: Corrective Action

The routine MECP Inspections have an Inspection Rating Record, which evaluates the system to provide information for the owner/operator on areas that need to be improved. The particular areas that were evaluated for the Southwold Distribution Supply System were: Treatment Process, Operations Manuals, Logbooks, Certification and Training, Water Quality Monitoring, and Reporting and Corrective Actions. This system received 0 out of 277 non-compliance ratings and as such received 100% for the Final Inspection Rating.

SECTION 4: Summary and Discussion of Quantity of Water Supplied

In accordance with Schedule 22-2(3) find a summary and discussion of the quantity of water supplied during the reporting period. There are no rated capacities specified in the MDWL or DWWP.

The Southwold Distribution System is supplied from the St. Thomas Area Secondary Water Supply System. The flow is metered at three locations in the system:

1. Talbot Line and Ford Line
2. Talbot Line and Ford Line (Talbotville)
3. Wonderland Road and Clinton Line

The Southwold Distribution System provides water to the following systems:

1. Dutton Dunwich Distribution System (Talbot Line and Iona Road)
2. St. Thomas Distribution System (Fingal Line)
3. Middlesex Centre (Southdel Drive)

In 2021, the total flow through the Southwold DS was 594,390m³. Therefore, the flow has increased 84.3% in 2021 compared to 2020. In 2020, there was a large reduction in flows from the previous year as a result of an isolation valve on the by-pass line being left partially open at the Southwold Interconnect Chamber for the majority of the year (2020). This was discovered by staff from the St. Thomas Secondary System late in 2020 and was resolved. The large increase in flow in 2021 compared to 2020 is a result of this. When comparing the total flow through the Southwold DS in 2021 to 2019 there has been an increase of 4.8%. During 2021 and 2019, the isolation valve on the by-pass line was closed and flows are seen to be comparable. The average daily flow to Southwold Distribution System in 2021 was 1,598m³/d.

The following table provides an overview of the monthly flow totals for the Southwold Distribution System. Appendix A contains monthly flow readings from various meters throughout the distribution system to obtain the total flow and average daily flows for the Southwold Distribution System.

MONTH	TOTAL (m³)	Average Daily Flow (m³/d)
January	33,923	1,094
February	37,272	1,202
March	47,030	1,517
April	45,425	1,465
May	55,536	1,791
June	59,404	1,916
July	49,839	1,608
August	62,992	2,032
September	53,176	1,715
October	47,609	1,536
November	55,093	1,777
December	47,091	1,519
Average Daily	-	1,598
Annual Total	594,390	-

The flow is measured at the Shedden Re-Chlorination Facility for the purpose of re-chlorination. Below is a summary of flow through this facility.

Month	Total Monthly Flow (m³)	Average Daily Flow (m³/d)	Maximum Daily Flow (m³/d)
January	25,972.40	837.82	905.00
February	23,175.00	827.68	912.00
March	26,401.00	851.65	1,120.00
April	26,826.00	894.20	1,169.00
May	27,317.99	881.23	1,166.00
June	26,458.50	881.95	1,023.00
July	25,676.50	828.27	1,012.00
August	26,470.00	853.87	1,071.00
September	36,822.80	1,227.43	1,909.50
October	29,017.00	936.03	1,372.50
November	25,466.00	848.87	993.00
December	26,351.30	850.04	1,050.00
Annual Total	325,954.49	-	-
Average Daily	-	893.3	-
Maximum Day Flow	-	-	1,909.5

Appendix A

Summary of flow volumes in the Southwold Distribution System (values in m³ unless indicated).

Month	Talbot & Ford (Southwold Interconnect Chamber)	Talbot & Ford (Talbotville Chamber)	Wonderland & Clinton (Clinton Line Interconnect Chamber)	Other	Talbot & Iona (Iona Chamber)	Fingal Line (St. Thomas Chamber)	TOTAL	Average Daily Flow (m ³ /d)
January	37,549	5,100	7,912	2,869	-18,607	-900	33,923	1,094
February	39,674	4,595	7,192	2,721	-16,807	-103	37,272	1,202
March	47,891	5,600	8,708	3,517	-18,607	-79	47,030	1,517
April	46,502	5,445	8,850	3,086	-18,371	-87	45,425	1,465
May	54,794	6,425	9,543	3,523	-18,607	-142	55,536	1,791
June	58,015	6,710	9,245	3,580	-18,007	-139	59,404	1,916
July	50,026	5,850	9,530	3,144	-18,607	-104	49,839	1,608
August	58,113	6,740	13,329	3,523	-18,607	-106	62,992	2,032
September	61,612	7,165	14,113	3,098	-32,718	-94	53,176	1,715
October	50,368	5,890	10,341	2,920	-21,833	-77	47,609	1,536
November	56,155	6,560	7,590	2,705	-18,007	90	55,093	1,777
December	50,126	5,860	7,077	2,727	-18,608	-91	47,091	1,519
Annual Total	610,825	71,940	113,430	37,413	-237,386	-1832	594,390	1,598

Drinking-Water Systems Regulation O. Reg. 170/03

ANNUAL REPORT

Drinking-Water System Number:	210001362
Drinking-Water System Name:	Southwold Distribution System (Main)
Drinking-Water System Owner:	Corporation of the Township of Southwold
Drinking-Water System Category:	Large Municipal Residential
Period being reported:	January 1 st to December 31 st , 2021

<p><u>Complete if your Category is Large Municipal Residential or Small Municipal Residential</u></p> <p>Does your Drinking-Water System serve more than 10,000 people? Yes [] No [X]</p> <p>Is your annual report available to the public at no charge on a web site on the Internet? Yes [X] No []</p> <p>Location where Summary Report required under O. Reg. 170/03 Schedule 22 will be available for inspection.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> Township of Southwold Office 35663 Fingal Line Fingal, ON N0L 1K0 </div>	<p><u>Complete for all other Categories.</u></p> <p>Number of Designated Facilities served:</p> <p>Did you provide a copy of your annual report to all Designated Facilities you serve? Yes [] No []</p> <p>Number of Interested Authorities you report to:</p> <p>Did you provide a copy of your annual report to all Interested Authorities you report to for each Designated Facility? Yes [] No []</p>
--	---

List all Drinking-Water Systems (if any), which receive all of their drinking water from your system:

Drinking Water System Name	Drinking Water System Number
n/a	n/a

Did you provide a copy of your annual report to all Drinking-Water System owners that are connected to you and to whom you provide all of its drinking water?

Yes [] No [] N/A [X]

Drinking-Water Systems Regulation O. Reg. 170/03

Indicate how you notified system users that your annual report is available, and is free of charge.

☒ Public access/notice via the web

☒ Public access/notice via Government Office

☐ Public access/notice via a newspaper

☒ Public access/notice via Public Request

☐ Public access/notice via a Public Library

☐ Public access/notice via other method _____

Describe your Drinking-Water System

The Southwold Distribution System receives water from the St. Thomas Area Secondary Water Supply System through interconnection points:

- Talbot Line and Ford Line
- Talbot Line and Ford Line feeding Talbotville
- Wonderland Road and Clinton Line

The St. Thomas Area Secondary Water Supply System receives water from the Elgin Area Primary Water Supply System, where the raw water from Lake Erie is treated to supply potable water to the systems it serves.

The Southwold Distribution System also provides water to:

- Dutton Dunwich Distribution System at Talbot Line and Iona Road interconnect
- St. Thomas Distribution System on Fingal Line at the St. Thomas/Southwold border
- Middlesex Centre Distribution System at Southdel Drive

The Southwold Distribution System is monitored through SCADA at the Shedden Re-Chlorination Facility on Talbot Line. At this facility the distribution system chlorine residuals are monitored (inlet and outlet) and increased if necessary. The facility has two chlorine pumps (duty/standby) to increase the chlorine residual based on set points and flow in the distribution system. This facility also provides a potable water fill station for consumers.

The distribution system contains pressure reducing valves, sample stations, hydrants and auto flushers throughout the system in order to monitor distribution pressures and water quality.

List all water treatment chemicals used over this reporting period

12% Sodium Hypochlorite

Were any significant expenses incurred to?

☐ Install required equipment

☒ Repair required equipment

☒ Replace required equipment

Drinking-Water Systems Regulation O. Reg. 170/03

Please provide a brief description and a breakdown of monetary expenses incurred

- Chlorine panel spare parts
- Autoflusher spare parts
- Watermain commissioning Talbotville Meadows Phase 1
- PRV repairs in Chamber 028
- Building condition assessment
- Valve replacement and water main repairs
- Hydrant repairs

Provide details on the notices submitted in accordance with subsection 18(1) of the Safe Drinking-Water Act or section 16-4 of Schedule 16 of O.Reg.170/03 and reported to Spills Action Centre

Incident Date	AWQI#	Parameter	Result	Unit of Measure	Corrective Action	Corrective Action Date
n/a	n/a	n/a	n/a	n/a	n/a	n/a

Microbiological testing done under the Schedule 10, 11 or 12 of Regulation 170/03, during this reporting period.

	No. of Samples Collected for period being reported	Range of E.Coli Results (cfu/100mL)		Range of Total Coliform Results (cfu/100mL)		Number of HPC Samples	Range of HPC Results (cfu/mL)	
		Minimum	Maximum	Minimum	Maximum		Minimum	Maximum
Distribution	268	0	0	0	0	112	10	20

Operational testing done under Schedule 7, 8 or 9 of Regulation 170/03 during the period covered by this Annual Report.

	No. of Samples Collected for period being reported	Range of Results	
		Minimum	Maximum
Free Chlorine Residual (mg/L)	406	0.61	1.57

NOTE: For continuous monitors use 8760 as the number of samples.

Summary of additional testing and sampling carried out in accordance with the requirement of an approval, order or other legal instrument.

Date of legal instrument issued	Parameter	Date Sampled	Result	Unit of Measure
n/a	n/a	n/a	n/a	n/a

Drinking-Water Systems Regulation O. Reg. 170/03

Summary of Inorganic parameters tested during this reporting period or the most recent sample results

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
n/a	n/a	n/a	n/a	n/a

Summary of lead testing under Schedule 15.1 during this reporting period

(applicable to the following drinking water systems; large municipal residential systems, small municipal residential systems, and non-municipal year-round residential systems)

Location Type	Number of Samples	Range of Results		MAC (ug/L)	Number of Exceedances
		Minimum	Maximum		
Distribution - Lead Results (ug/L)	3	0.63	1.46	10	0
Distribution - Alkalinity (mg/L)	6	95	99	n/a	n/a
Distribution - pH	6	7.31	7.72	n/a	n/a

*Lead samples were collected in July but are not required by Schedule 15.1 until 2022 as per reduced sampling

Summary of Organic parameters sampled during this reporting period or the most recent sample results

	Sample Date (mm/dd/yyyy)	Sample Result	MAC	Number of Exceedances	
				MAC	1/2 MAC
Trihalomethane: Total (ug/L)	Running Average	39.5	100	No	No
Haloacetic Acid: Total (ug/L)	Running Average	20.7	80	No	No

List any Inorganic or Organic parameter(s) that exceeded half the standard prescribed in Schedule 2 of Ontario Drinking Water Quality Standards.

Parameter	Result Value	Unit of Measure	Date of Sample
n/a	n/a	n/a	n/a



March 3rd, 2022

Mark Smith
Water Supervisor, London District Office,
Ministry of the Environment, Conservation and Parks
733 Exeter Road
London, ON N6E 1L3

Dear Mr. Smith,

**Re: Annual Wastewater Report
Talbotville Wastewater Treatment Plant**

The Ontario Clean Water Agency is the Operating Authority for the Talbotville Wastewater Treatment Plant and Collection System on behalf of the Township of Southwold. The system is operated under Environmental Compliance Approval 4845-ARSJ4R. Please find attached the 2021 annual report for this facility.

Please feel free to contact me should you require any additional information regarding this report. I can be reached at 226-374-4349.

Sincerely,

Maegan Garber

Maegan Garber

Process and Compliance Technician
Ontario Clean Water Agency

Cc. Angela Stroyberg, Water Inspector, Ministry of the Environment, Conservation and Parks
Lisa Higgs, CAO, Township of Southwold
Peter Kavcic, Director of Infrastructure and Development Services, Township of Southwold
Dale LeBritton, Regional Hub Manager, Ontario Clean Water Agency
Mark Harris, Senior Operations Manager, Ontario Clean Water Agency
Cindy Sigurdson, Safety, Process and Compliance Manager, Ontario Clean Water Agency

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Section 1: Overview of System

The Talbotville Wastewater Treatment Plant was commissioned in February, 2018. The wastewater treatment plant is a Membrane Bioreactor treatment plant which is a combination of activated sludge biological treatment with MicroClear MBR membrane filtration technology. The process is as follows:

Raw Wastewater Collection

The wastewater is collected by gravity and directed to the equalization tanks onsite at the treatment plant. The equalization tanks are equipped with three submersible pumps (one duty and two stand by) with rated capacity of 41.67m³/h. The pumps are controlled by the Milltronics ultrasonic level control system, with a backup float system.

Preliminary Treatment System

Equalized wastewater is pumped through one mechanically-cleaned fine screen with 1mm screen size. The fine screen to remove any fibers or debris that might damage the membranes. The screenings are collected in burlap sacks and disposed of.

Secondary Treatment System

Biological Treatment

The screened wastewater then flows by gravity to the first aeration tank (TNK- 501) which is hydraulically connected to the second aeration tank (TNK- 502) for aerobic biological degradation of the influent constituents (organics and ammonia). The two aeration tanks operate in series and are equipped with fine bubble aeration.

Secondary Sedimentation

Mixed liquor is pumped (by P- 501/ 2/ 3) from the second aeration tank (TNK- 502) to the membrane tanks (TNK-601 and TNK-602). The membrane tanks serve as additional volume for aerobic biological treatment and house the membrane filters used for solid -liquid separation. The two membrane tanks operate in parallel and are equipped with two membrane modules. Treated effluent is drawn through the membranes by vacuum pumps, and pumped through ultraviolet (UV) lamps for final disinfection. The solid liquid separation process causes an accumulation of solids in the membrane tank, excess of mixed liquor which contains both solids and filtrate, is continuously pumped from the aeration tank to the membrane tanks (TNK-601 and TNK-602). The additional mixed liquor then overflows from the membrane tanks into the return activated sludge tank (TNK-611). From there the RAS is pumped back to the aeration (TNK- 501).

pH Adjustment System

Within the aeration tanks, the nitrification process converts ammonia to nitrate in order to meet the effluent ammonia limit. Through this process the alkalinity is consumed, where Caustic is pumped to

control the pH. Liquid alum is then dosed into the aeration tanks to precipitate phosphorus to meet the effluent phosphorus limit.

Disinfection

Treated effluent is drawn through the membranes by vacuum pumps, and pumped through ultraviolet (UV) lamps for final disinfection. There are four UV lights operating in parallel.

Sludge Management System

In order to retain an optimal concentration of mixed liquor suspended solids (10g/ L), a portion of the mixed liquor is intermittently wasted (P- 903) from the aeration tank (TNK- 502) to the sludge press (SP- 901) for dewatering. There excess supernatant from the dewatering process is collected in the discharge tank (TNK- 902) and pumped back (P- 901/2) to the first aeration tank (TNK- 501). It is currently not in use due to low flows.

Standby Power

The wastewater treatment plant has a 250kW standby diesel generator onsite.

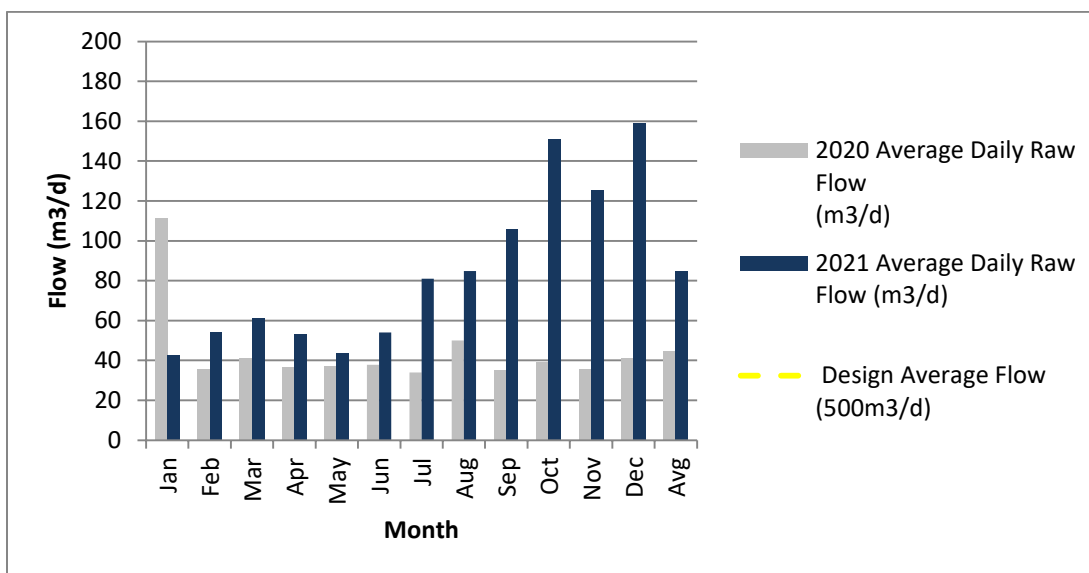
Section 2: Summary of Monitoring Data

The Talbotville Wastewater Treatment Plant is monitored as per the Environmental Compliance Approval requirements. Detailed monitoring data is supplied in Appendix A.

Raw Wastewater Monitoring

The average daily flow for raw wastewater entering the WWTP was 84.9m³/d. This is an increase of 90.4% when compared to the average daily flow in 2020. The rated capacity identified in the ECA is 500m³/d. As depicted in Chart 1, the average daily flow is at 17 % of the rated capacity. The increase in flows is due to issues with the headworks and the recirculation of raw sewage back to the EQ tank along with significant infiltration events that occurred during the reporting year. Due to performance issues with the drum, OCWA has increased maintenance/cleaning activities on the drum and screening brushes to mitigate recirculation situations. In 2021, ball valves and check valves at the headworks were upgraded and a flow control valve was installed to better control the flow of raw wastewater to the treatment plant.

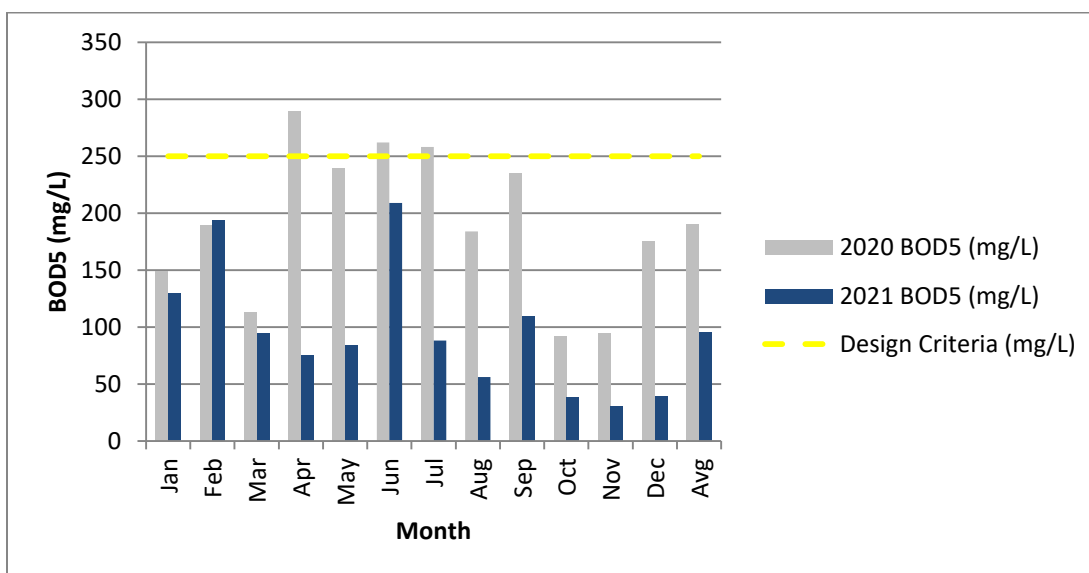
Chart 1. Average daily influent flows rated capacity.



The raw wastewater is monitored for BOD₅, total suspended solids, total phosphorus and total Kjeldahl nitrogen at a minimum on a monthly basis by composite sample. The plant was designed to treat based on raw water characteristics identified in the Operations Manual from the design engineers. Refer to Appendix A for more detailed monthly results and design parameters.

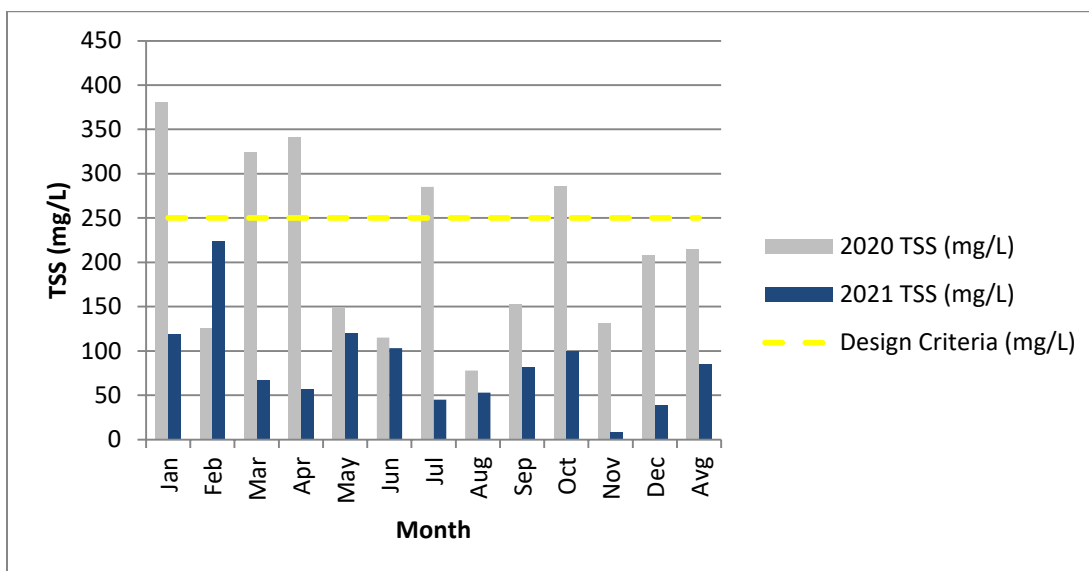
The annual average for raw sewage BOD₅ concentrations to the plant was 95.3mg/L. Refer to Chart 2 for the monthly results in 2021. The annual average for BOD₅ has decreased by 49.8% when compared to the annual average in 2020. There were no results in 2021 that were above the design criteria. The average BOD₅ loading to the plant was 8.09kg/d for 2021.

Chart 2. Raw sewage monthly average concentration of BOD₅.



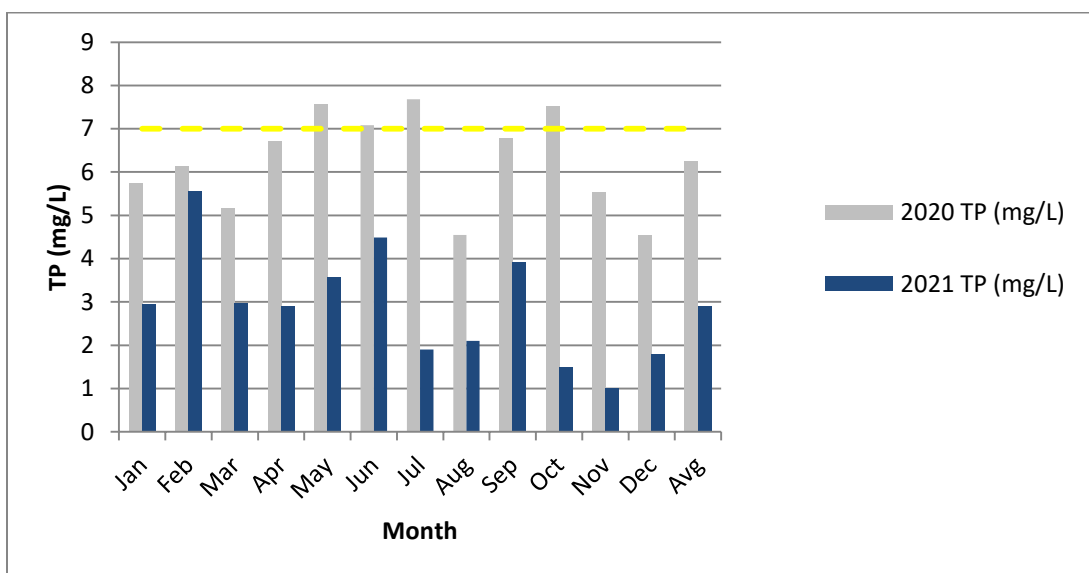
The annual average for raw sewage total suspended solids (TSS) concentrations to the plant was 84.8mg/L. Refer to Chart 3 for the monthly concentrations in 2021. The annual average for TSS has decreased by 60.5% when compared to the annual average in 2020. There were no results above the design criteria in 2021. The average TSS loading to the plant was 7.2kg/d for 2021.

Chart 3. Raw sewage average monthly concentration of TSS.



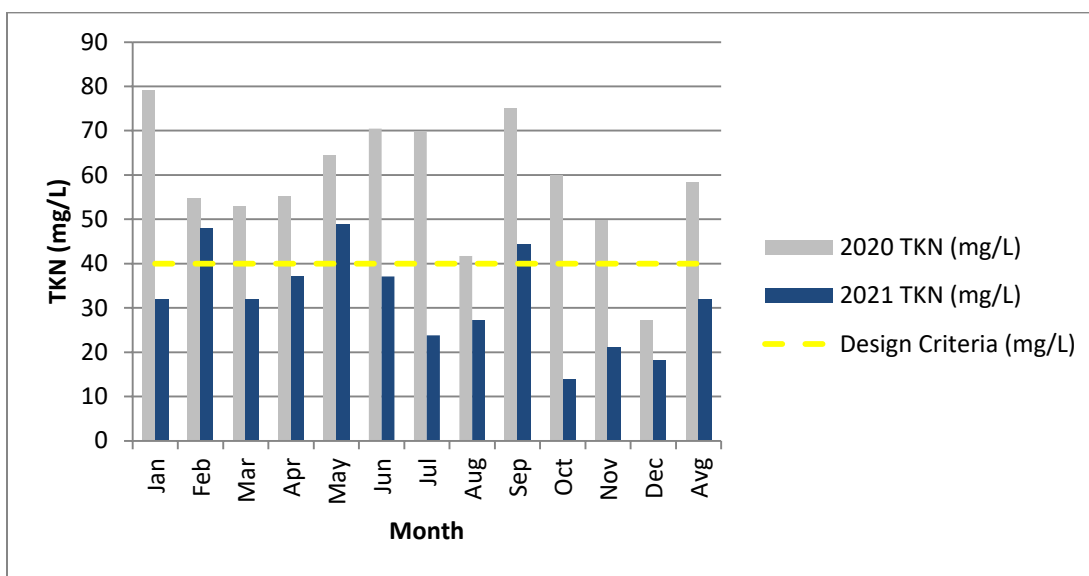
The annual average for raw sewage total phosphorus (TP) concentrations to the plant was 2.86mg/L. Refer to Chart 4 for the monthly concentrations in 2021. The annual average for TP has decreased by 54.2% when compared to the annual average in 2020. There were no results above the design criteria in 2021. The average TP loading to the plant was 0.24kg/d for 2021.

Chart 4. Raw sewage average monthly concentration of TP.



The annual average for raw sewage total Kjeldahl nitrogen (TKN) concentrations to the plant was 31.9mg/L. Refer to Chart 5 for the monthly concentrations in 2021. The annual average for TKN has decreased by 45.2% when compared to the annual average in 2020. There were three months in 2021 where the TKN concentrations were above the design concentration. The average TKN loading to the plant was 2.7kg/d for 2021.

Chart 5. Raw sewage average monthly concentration of TKN.



Despite the influent design objective exceedances the plant produced quality effluent that met all the exceedance limits.

Effluent Monitoring

Effluent is sampled on a weekly basis and tested for cBOD_5 , total suspended solids, total phosphorus and total ammonia as a composite sample with a grab sample taken weekly and tested for *E. coli*, pH and temperature. Detailed results are found in Appendix A. Table 1 below shows the monthly average effluent results and loadings. Section 3 describes the results in more detail.

Table 1. Monthly average effluent ranges for 2021.

Parameter	Effluent Monthly Average Limits	Monthly Average Effluent Result Ranges	Monthly Average Loadings Result Ranges (kg/d)
cBOD ₅ (mg/L)	10	2 – 2.25	0.08 – 0.31
TSS (mg/L)	10	2 – 4.0	0.10 – 0.34
TP (mg/L)	0.3	0.08 – 0.2	0.00 -0.03
TAN (mg/L)	1.5	0.10 – 0.18	0.00 – 0.02
TAN (mg/L) Freezing	4	0.10 – 0.10	0.00 – 0.03
E. coli (cfu/100mL)*	100	1 –5.92	n/a
pH**	6 – 9.5	6.65 - 8.52	n/a
Temperature (°C)**	n/a	9.7 – 24.5	n/a

*expressed as geometric mean

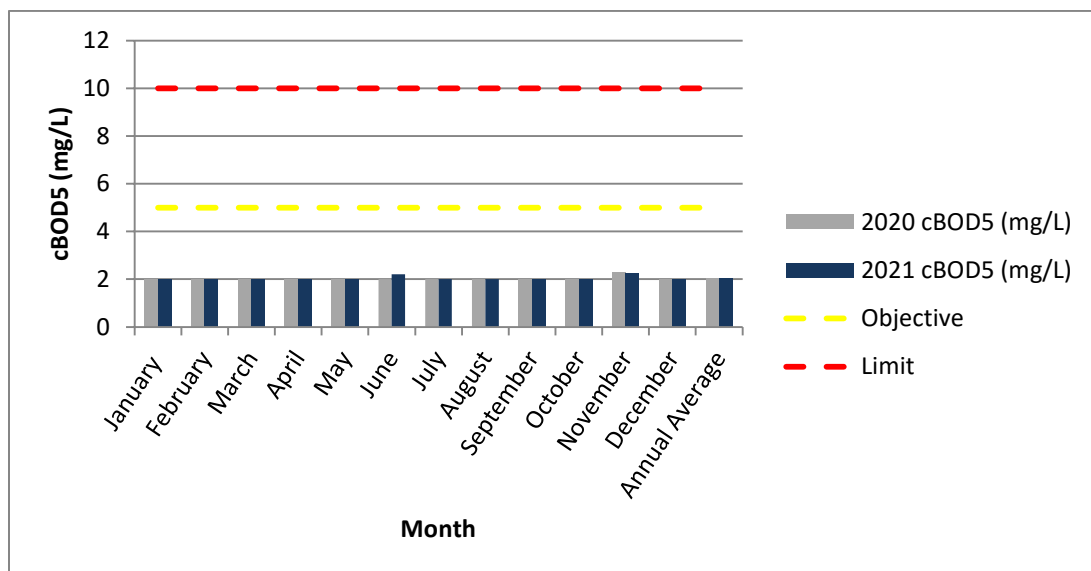
**minimum and maximum result (not monthly averages)

Note: TAN Freezing Limit is from December 1 to April 30

Section 3: Comparison of Effluent Quality and Quantity Compared to Limits and Objectives

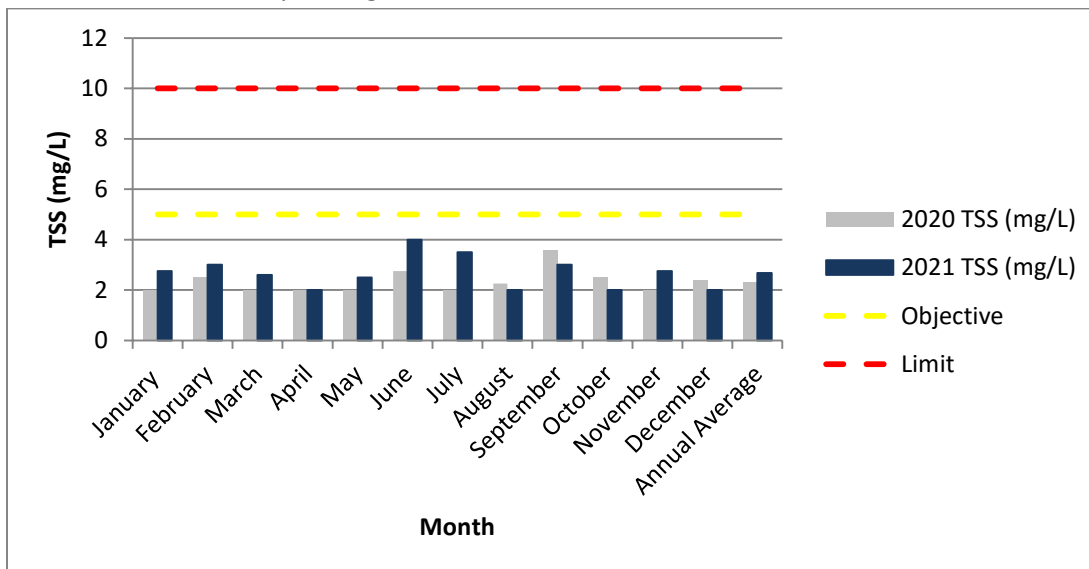
The annual average for effluent cBOD₅ in 2021 was 2.03mg/L. The annual average effluent cBOD₅ is up 0.6% when compared to 2020. The annual loading of cBOD₅ was 0.17kg/d. The cBOD₅ limit is 10mg/L. There were no objective or limit exceedances reported in 2021. Refer to Chart 6.

Chart 6. The effluent monthly average concentration of cBOD₅.



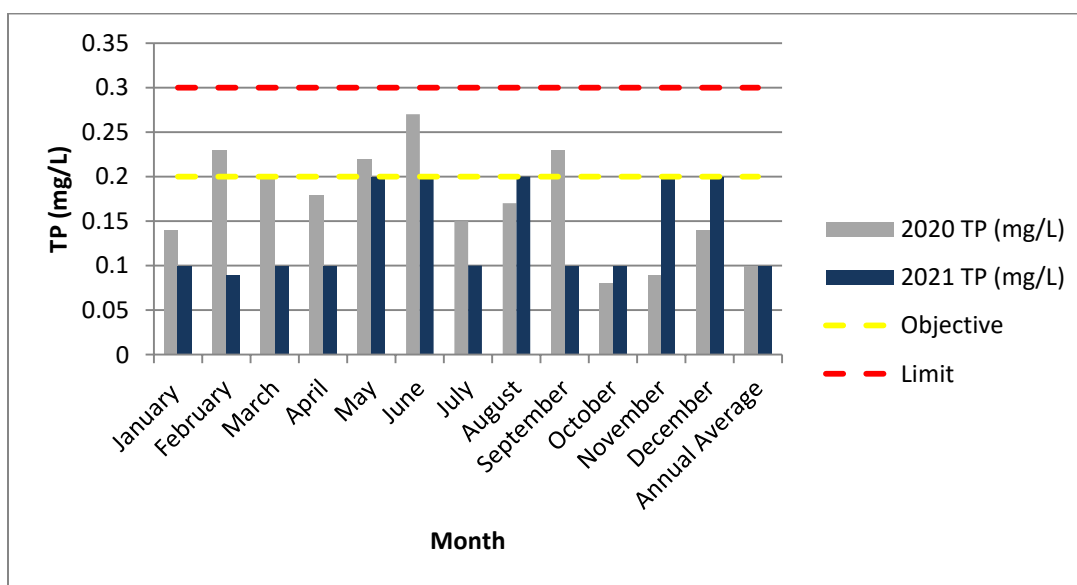
The annual average for effluent TSS in 2021 was 2.69mg/L. The annual average effluent TSS is up 15.2% when compared to 2020. The annual loading of TSS was 0.23kg/d. There were no objective or limit exceedances reported in 2021. Refer to Chart 7.

Chart 7. The effluent monthly average concentration of TSS.



The annual average for effluent TP in 2021 was 0.1mg/L. The annual average effluent TP is the same as reported in 2020. The annual loading of TP was 0.01kg/d. The limit of 0.3mg/L and objective of 0.2 mg/L were met in 2021. Refer to Chart 8.

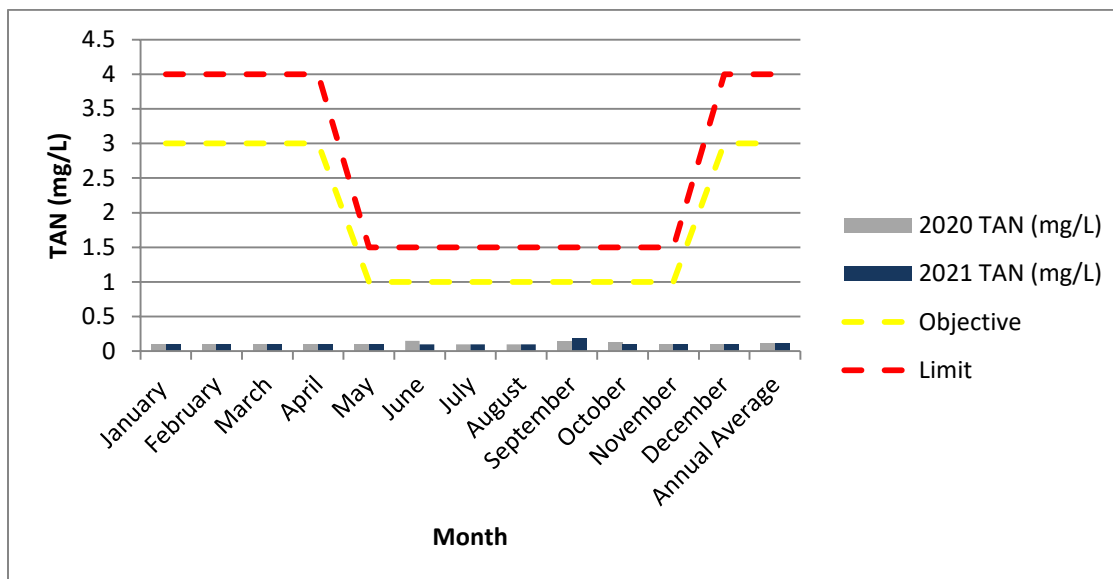
Chart 8. The effluent monthly average concentration of TP.



The annual average for effluent Total Ammonia Nitrogen (TAN) in 2021 was 0.1mg/L. The annual average effluent TAN was the same as reported in 2020. The annual loading of TAN was 0.008kg/d.

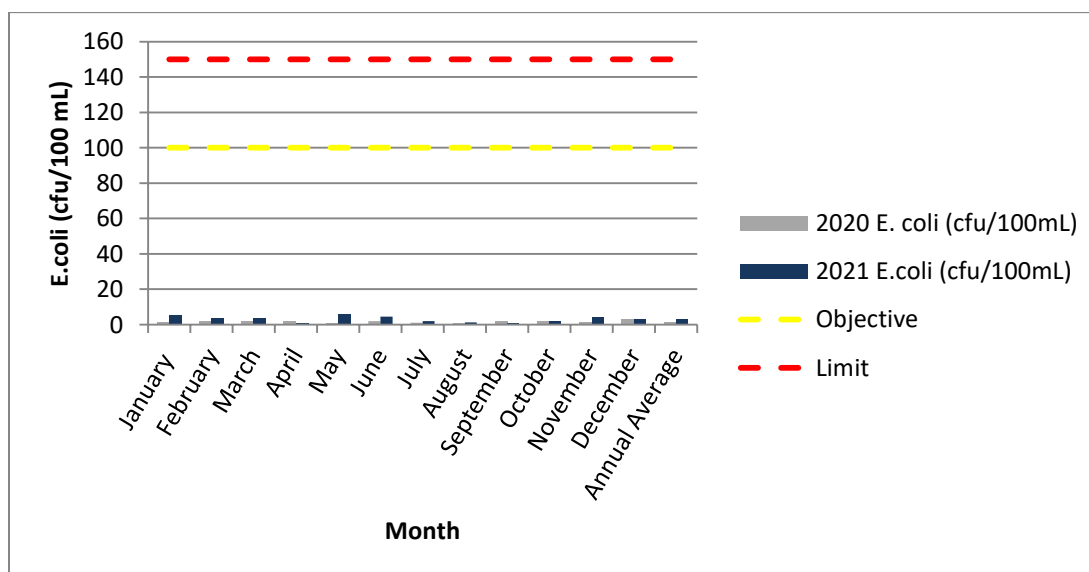
The limits and objectives for TAN vary based on the freezing period, which is between December 1st and April 30th. The objective and limits were met in 2021. Refer to Chart 9.

Chart 9. The effluent monthly average concentration of TAN.



The annual geometric mean for effluent E. coli in 2021 was 2.55cfu/100mL. The annual average effluent E. coli is up 52.8% when compared to 2020. Despite this large increase, the E.coli concentrations remain well below the objective and limit. There were no objective or limit exceedances in 2021. Refer to Chart 10 for the monthly geometric mean concentration of E.coli for 2021.

Chart 10. The effluent monthly geometric mean concentration of E. coli.



The Talbotville WWTP performed very well in 2021 producing quality effluent meeting the limits for all required parameters.

There was one objective not met in 2021, refer to Table 4 for a summary compared against the effluent results. In 2021, OCWA worked closely with Newterra in conducting maintenance and cleaning of the membranes in an effort to ensure the filters continue to operate efficiently. These efforts along with alum dosing adjustments have ensured that objective concentrations are being met.

Table 4. Objective exceedances in 2021.

Date	Parameter	Concentration	Reason
November 18	pH	8.52	unknown

Section 4: Operating Problems and Corrective Actions

The Talbotville WWTP produced quality effluent in 2021. OCWA continues to work with Newterra to optimize the treatment process and offer assistance in troubleshooting. Plant processes which required troubleshooting included head works, auto generated backwashes, screening drum and the bar screen. Since troubleshooting has begun the results have improved. OCWA with the assistance of Newterra also undertook the complete cleaning of the membranes in 2021.

There continues to be performance issues with the drum which has resulted in an increase in maintenance/cleaning activities on the drum and screening brushes to mitigate recirculation situations. In 2021, maintenance was performed to remove the existing ball valves and PVC check valves between the equalization tank and the head works. These were replaced with flanged gate vales with hand wheel operation, wafer-style check valves and associated pipping. Also installed was a 4 inch flanged, wedge isolation gate valve and flanged cast iron diaphragm flow control valve and associated pipping to control the flow to the hydro sieve. With these modifications and routine cleaning measures the drum has performed well and reduced the number of recirculation situations.

OCWA and Southwold Township are exploring technologies to further minimize these situations from occurring along with some form of measuring device to determine frequency and quantities of wastewater that returns to the headworks equalization tank 301. Due to physical building constraints with the installation of such a device, further investigation is needed into a feasible solution.

Section 5: Maintenance Activities

The normal maintenance activities are completed through OCWA's Workplace Management System (WMS). Attached as Appendix C is the routine maintenance completed at the facility. Emergency and preventative maintenance completed in 2021 were as follows

- Fan installed at UV751
- Blower filters changed
- Heater maintenance in HMI room
- Valve replacement at the headworks

- Check valve and tubing replacement on the Aeration tank
- Membrane cassettes installed in tank 1
- New effluent pump installed
- Membrane cleaning
- Transmitter installed in EQ tank
- Electrical outlet installed in membrane room
- Fan belt changes on Blower 602
- Repairs to EQ Pump 301
- New heater installed in HMI Room
- Insulation installed around exterior raw pipping

Section 6: Effluent Quality Assurance

Effluent quality assurance is evaluated by monitoring parameters and changes throughout the plants processes. The operators monitor the basin by performing weekly tests on the mixed liquor. These tests include dissolved oxygen, pH, temperature, settling tests and Mixed Liquor Suspended Solids (MLSS). As well, monitoring of the alum dosages. Data collected from these tests provide valuable information to the operators to make the appropriate adjustments in the treatment process and take corrective actions before the plant reaches its effluent limits.

Section 7: Calibration and Maintenance on Effluent Monitoring Equipment

Flow meter calibrations were performed by Pierce Services on October 21st, 2020. As per section 9.6 of ECA #4845-ARSJ4R, the flowmeter was verified again on February 17th, 2022. In house meters for pH are calibrated by OCWA operators as per manufacturer's instructions.

Section 8: Sludge Handling and Generated

Mixed liquors can be wasted from the second aeration tank to the sludge press for dewatering. Excess water from the dewatering process can be collected in the discharge tank and pumped back to the first aeration tank. This portion of the plant hasn't been commissioned yet, due to the low flows and was not operated in 2021.

In 2021, there was 32m³ removed by Sanitary Sewer and brought to the Dingman Drive Pumping Station in the City of London. It is anticipated that in 2022 that the total sludge produced will be greater than 2021 volumes due to an increase in connections to the sanitary system; therefore approximately 70m³, this is determined based on MLSS concentration with the aeration tank. This estimated volume is also dependent on the influent flows. Annual sludge monitoring results are found in Appendix D.

Section 9: Complaints

There were no community complaints received for the Talbotville WWTP in 2021.

Section 10: By-pass, Spill or Abnormal Discharge Events

There were no bypasses or spills at the Talbotville WWTP in 2021.

Section 11: Notice of Modifications to Sewage Works:

On March 4th, 2021 a Notice of Modifications to Sewage Works was submitted for the removal of the existing ball valves and PVC check valves between the equalization tank and the head works. There were replaced with flanged gate vales with hand wheel operation, wafer-style check valves and associated pipping. Also installed was a 4 inch flanged, wedge isolation gate valve and flanged cast iron diaphragm flow control valve and associated pipping to control the flow to the hydro sieve. These modifications were undertaken to upgrade equipment and to better control the flow of the raw water to the treatment plant. These modifications were completed in April, 2021.

APPENDIX A

				January-21		February-21		March-21		April-21		May-21		June-21		July-21		August-21		September-21		October-21		November-21		December-21		Summary	
		Objective	Limits	Results	Loading (kg/d)	Results	Loading (kg/d)	Results	Loading (kg/d)	Results	Loading (kg/d)	Results	Loading (kg/d)	Results	Loading (kg/d)	Results	Loading (kg/d)	Results	Loading (kg/d)	Results	Loading (kg/d)	Results	Loading (kg/d)	Results	Loading (kg/d)	Results	Loading (kg/d)	Annual Avg	Annual Loading
Raw Flow (m3/d)	Avg	500	500																										84.9
	Max	1000		65.6		83.5		116.8		88.2		67.1		148.6		117		122.4		303.8		244.1		217.9		325.3		325.3	
	Min			30.2		36.3		25.8		17.3		23.5		19.8		45.6		41.8		44.6		80		51.8		17.3		17.3	
	Sum			1324.6		1512.35		1893.46		1595.1		1350		1622.9		2509.4		2630.4		3175		4683.3		3764.8		4928.2		30989.51	
Raw BOD5 (mg/L)	Avg	250		129	5.51	193	10.42	94	5.74	75	3.99	84	3.66	209	11.31	88	7.12	56	4.75	109	11.54	38	5.74	30	3.76	39	6.20	95.3	8.091
Raw TSS (mg/L)	Avg	250		119	5.08	224	12.10	67	4.09	57	3.03	120	5.23	103	5.57	45	3.64	53	4.50	82	8.68	100	15.11	9	1.13	39	6.20	84.8	7.200
Raw TP (mg/L)	Avg	7		2.96	0.13	5.57	0.30	2.98	0.18	2.91	0.15	3.57	0.16	4.49	0.24	1.91	0.15	2.1	0.18	3.92	0.41	1.15	0.17	1	0.13	1.79	0.28	2.86	0.243
Raw TKN (mg/L)	Avg	40		32	1.37	47.9	2.59	32	1.95	37.1	1.97	48.8	2.13	37.1	2.01	23.8	1.93	27.3	2.32	44.3	4.69	13.9	2.10	21.1	2.65	18.2	2.89	31.9	2.708
Effluent Flow (m3/d)	Avg			42.15		39.36		59.6		52.44		43.34		53.14		79.45		86.4		105.36		150.15		123.36		157.38		83.02	
	Max			60.5		53.8		112.4		86.9		54.9		144.8		109.5		110.9		316.5		259.4		204.5		319		319	
	Min			18.8		22.2		16.8		20.2		25.8		21.4		41.7		35.5		45.1		72.9		44.4		98.4		16.8	
	Sum			1306.7		1102.05		1847.6		1573.2		1343.4		1594.1		2463.1		2678.5		3160.9		4654.5		3700.66		4878.7		30303.41	
Effluent cBOD5 (mg/L)	Avg	5	10	2	0.08	2	0.08	2	0.12	2	0.10	2	0.09	2.2	0.12	2	0.16	2	0.17	2	0.21	2	0.30	2.25	0.28	2	0.31	2.03	0.17
	Max	5		< 2	0.08	< 2	0.08	< 2	0.12	< 2	0.10	< 2	0.09	< 2	0.16	< 2	0.16	< 2	0.17	< 2	0.21	< 2	0.30	3	0.37	< 2	0.31	3	0.25
	Min			< 2	0.08	< 2	0.08	< 2	0.12	< 2	0.10	< 2	0.09	< 2	0.11	< 2	0.16	< 2	0.17	< 2	0.21	< 2	0.30	< 2	0.25	< 2	0.31	< 2	0.17
	Avg	5	10	2.75	0.12	3	0.12	2.6	0.15	2	0.10	2.5	0.11	4	0.21	3.5	0.28	2	0.17	3	0.32	2	0.30	2.75	0.34	2	0.31	2.69	0.23
Effluent TSS (mg/L)	Max	5		< 4	0.17	< 5	0.20	< 5	0.30	< 2	0.10	< 3	0.13	< 10	0.53	< 7	0.56	< 2	0.17	< 7	0.74	< 2	0.30	4	0.49	2	0.31	10	0.85
	Min			< 2	0.08	< 2	0.08	< 2	0.12	< 2	0.10	< 2	0.09	< 2	0.11	< 2	0.16	< 2	0.17	< 2	0.21	< 2	0.30	2	0.25	2	0.31	< 2	0.17
	Avg	0.2	0.3	0.1	0.00	0.08	0.00	0.1	0.01	0.1	0.01	0.2	0.01	0.1	0.01	0.1	0.01	0.2	0.02	0.1	0.01	0.1	0.02	0.2	0.02	0.2	0.03	0.1	0.01
	Max	0.2		0.19	0.01	0.18	0.01	0.17	0.01	0.17	0.01	0.27	0.01	0.52	0.03	0.17	0.01	0.43	0.04	0.2	0.02	0.22	0.03	0.26	0.03	0.37	0.06	0.52	0.04
Effluent TP (mg/L)	Min			0.09	0.00	0.03	0.00	0.1	0.01	0.15	0.01	0.18	0.01	0.1	0.01	0.08	0.01	0.14	0.01	0.16	0.02	0.16	0.02	0.19	0.03	0.03	0.03	0.00	0.00
	Avg	1.0(3.0)	1.5(4.0)	0.1	0.00	0.1	0.00	0.1	0.01	0.1	0.01	0.1	0.01	0.1	0.01	0.1	0.01	0.1	0.01	0.18	0.02	0.1	0.02	0.1	0.01	0.1	0.02	0.1	0.0085
	Max	1.0(3.0)		< 0.1	0.00	< 0.1	0.00	< 0.1	0.01	< 0.1	0.01	< 0.1	0.00	0.1	0.01	< 0.1	0.01	< 0.1	0.01	0.4	0.04	< 0.1	0.02	0.1	0.01	0.1	0.02	0.4	0.03
	Min			< 0.1	0.00	< 0.1	0.00	< 0.1	0.01	< 0.1	0.01	< 0.1	0.01	< 0.1	0.01	< 0.1	0.01	< 0.1	0.01	0.1	0.01	< 0.1	0.02	0.1	0.01	0.1	0.02	0.1	0.01
Effluent E. coli (cfu/100mL)	Geomean	100	150	5.63		3.74		2.22		1		5.92		4.48		2.06		1.19		1.15		1.86		4		2.91		2.55	
	Avg			< 24		< 7		< 6		1		< 41		15		6		2		2		< 4		17		7		41	
	Max			< 2		< 0		< 2.4		< 0		< 0		< 2		< 0		0		0		< 0		0		0		0	
	Min			7.75		7.12		7.38		7.89		7.96		7.87		8.06		7.75		7.75		7.92		7.98		7.65		7.72	
Effluent pH	Avg			8.51		7.65		7.65		8.21		8.29		8.11		8.29		8.22		8.23		8.16		8.52		8.22		8.52	
	Max	8.5	9.5	6.88		6.65		6.97		7.26		7.64		7.35		7.58		6.72		7.35		7.36		6.91		7.1		6.65	
	Min	6.5	6.0																										
	Avg			21		18.6		19.4		17.01		17.4		17.25		19.3		20.67		20.55		18.57		19.06		18		18.8	
Effluent Temp. (oC)	Max			24.5		22.1		20.9		24.5		22.9		22.8		21.1		23.1		22.1		19.3		20.7		19.8		24.5	
	Min			20.1		11		17.8		10.5		10.9		9.7		11.4		18.7		17.3		17.1		16.2		14.8		9.7	
	Avg			0.002		0.00		0.00		0.00		0.00		0.00		0.005		0.005		0.00		0.00		0.005		0.00		0.001	
	Max			0.01		0.00		0.00		0.00		0.00		0.00		0.01		0.01		0.02		0.00		0.01		0.00		0.02	
Effluent Unionized Ammonia (mg/L)	Min			0		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	

APPENDIX B



Sample Schedule 2021 1536 Talbotville WWTP

Issued: 2020-09-25
Rev.#: 0
Pages: 1 of 12

Reviewed by: QEMS Representative

Approved by: Operations Management

January 2021

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1 STAT	2
3	4	5	6 IH Full Monthly Raw & Effluent Samples (Pre & Post UV)	7	8 IH Reduced	9
10	11	12	13 IH Full Effluent Samples (Pre & Post UV)	14	15 IH Reduced	16
17	18	19	20 IH Full Effluent Samples (Pre & Post UV)	21	22 IH Reduced	23
24	25	26	27 IH Full Effluent Samples (Pre & Post UV)	28	29 IH Reduced	30
31						

IH (In House) Full:

Raw 24hr Composite (pH)
Aeration (Filterability, MLSS, MLVSS, DO, pH, Temp.)
Effluent 24hr Composite (pH, TP, NH3+NH4, SS); Grab (DO, Temp., pH)

IH (In House) Reduced:

Aeration (Filterability, DO, pH, Temp.)
Effluent (DO, pH, Temp., TP, NH3+NH4)
24hr Monthly Composite (BOD5, TSS, TP, TKN)
24hr Weekly Composite (CBOD5, TSS, TP, NH3+NH4, TKN, NO3, NO2, Temp, pH)
Grab (E. coli), Pre-UV Grab (E.coli)

Sludge Sample:

Annual grab (TSS, TP, TAN, Nitrate, Metal Scan-see ECA)

Notes: Initial on date when sample was taken. Add any additional sampling completed for the facility. At the end of the month hand in to the PCT with folder.

Revision History

Date	Revision #	Reason for Revision	Revision By
2020-09-25	0	Create Schedule	Stephanie Baronette



Sample Schedule 2021 1536 Talbotville WWTP

Issued: 2020-09-25
Rev.#: 0
Pages: 2 of 12

Reviewed by: QEMS Representative

Approved by: Operations Management

February 2021

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	2	3 IH Full Monthly Raw & Effluent Samples (Pre & Post UV)	4	5 IH Reduced	6
7	8	9	10 IH Full Effluent Samples (Pre & Post UV)	11	12 IH Reduced	13
14	15 STAT	16	17 IH Full Effluent Samples (Pre & Post UV)	18	19 IH Reduced	20
21	22	23	24 IH Full Effluent Samples (Pre & Post UV)	25	26 IH Reduced	27
28						

IH (In House) Full:

Raw 24hr Composite (pH)
Aeration (Filterability, MLSS, MLVSS, DO, pH, Temp.)
Effluent 24hr Composite (pH, TP, NH3+NH4, SS); Grab (DO, Temp., pH)

IH (In House) Reduced:

Aeration (Filterability, DO, pH, Temp.)
Effluent (DO, pH, Temp., TP, NH3+NH4)
24hr Monthly Composite (BOD5, TSS, TP, TKN)
24hr Weekly Composite (CBOD5, TSS, TP, NH3+NH4, TKN, NO3, NO2, Temp, pH)
Grab (E. coli), Pre-UV Grab (E.coli)

Sludge Sample:

Annual grab (TSS, TP, TAN, Nitrate, Metal Scan-see ECA)

Notes: Initial on date when sample was taken. Add any additional sampling completed for the facility. At the end of the month hand in to the PCT with folder.

Revision History

Date	Revision #	Reason for Revision	Revision By
2020-09-25	0	Create Schedule	Stephanie Baronette



Sample Schedule 2021 1536 Talbotville WWTP

Issued: 2020-09-25
Rev.#: 0
Pages: 3 of 12

Reviewed by: QEMS Representative

Approved by: Operations Management

March 2021

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	2	3 IH Full Monthly Raw & Effluent Samples (Pre & Post UV)	4	5 IH Reduced	6
7	8	9	10 IH Full Effluent Samples (Pre & Post UV)	11	12 IH Reduced	13
14	15	16	17 IH Full Effluent Samples (Pre & Post UV)	18	19 IH Reduced	20
21	22	23	24 IH Full Effluent Samples (Pre & Post UV)	25	26 IH Reduced	27
28	29	30	31 IH Full Effluent Samples (Pre & Post UV)			

IH (In House) Full:

Raw 24hr Composite (pH)
Aeration (Filterability, MLSS, MLVSS, DO, pH, Temp.)
Effluent 24hr Composite (pH, TP, NH3+NH4, SS); Grab (DO, Temp., pH)

IH (In House) Reduced:

Aeration (Filterability, DO, pH, Temp.)
Effluent (DO, pH, Temp., TP, NH3+NH4)
24hr Monthly Composite (BOD5, TSS, TP, TKN)
24hr Weekly Composite (CBOD5, TSS, TP, NH3+NH4, TKN, NO3, NO2, Temp, pH)
Grab (E. coli), Pre-UV Grab (E.coli)

Sludge Sample:

Annual grab (TSS, TP, TAN, Nitrate, Metal Scan-see ECA)

Notes: Initial on date when sample was taken. Add any additional sampling completed for the facility. At the end of the month hand in to the PCT with folder.

Revision History

Date	Revision #	Reason for Revision	Revision By
2020-09-25	0	Create Schedule	Stephanie Baronette



Sample Schedule 2021 1536 Talbotville WWTP

Issued: 2020-09-25
Rev.#: 0
Pages: 4 of 12

Reviewed by: QEMS Representative

Approved by: Operations Management

April 2021

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1 IH Reduced	2 STAT	3
4	5 STAT	6	7 IH Full Monthly Raw & Effluent Samples (Pre & Post UV)	8	9 IH Reduced	10
11	12	13	14 IH Full Effluent Samples (Pre & Post UV)	15	16 IH Reduced	17
18	19	20	21 IH Full Effluent Samples (Pre & Post UV)	22	23 IH Reduced	24
25	26	27	28 IH Full Effluent Samples (Pre & Post UV)	29	30 IH Reduced	

IH (In House) Full:

Raw 24hr Composite (pH)
Aeration (Filterability, MLSS, MLVSS, DO, pH, Temp.)
Effluent 24hr Composite (pH, TP, NH₃+NH₄, SS); Grab (DO, Temp., pH)

IH (In House) Reduced:

Aeration (Filterability, DO, pH, Temp.)
Effluent (DO, pH, Temp., TP, NH₃+NH₄)
24hr Monthly Composite (BOD₅, TSS, TP, TKN)
24hr Weekly Composite (CBOD₅, TSS, TP, NH₃+NH₄, TKN, NO₃, NO₂, Temp, pH)
Grab (E. coli), Pre-UV Grab (E.coli)

Sludge Sample:

Annual grab (TSS, TP, TAN, Nitrate, Metal Scan-see ECA)

Notes: Initial on date when sample was taken. Add any additional sampling completed for the facility. At the end of the month hand in to the PCT with folder.

Revision History

Date	Revision #	Reason for Revision	Revision By
2020-09-25	0	Create Schedule	Stephanie Baronette



Sample Schedule 2021 1536 Talbotville WWTP

Issued: 2020-09-25
Rev.#: 0
Pages: 5 of 12

Reviewed by: QEMS Representative

Approved by: Operations Management

May 2021

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1
2	3	4	5 IH Full Monthly Raw & Effluent Samples (Pre & Post UV)	6	7 IH Reduced	8
9	10	11	12 IH Full Effluent Samples (Pre & Post UV)	13	14 IH Reduced	15
16	17	18	19 IH Full Effluent Samples (Pre & Post UV)	20	21 IH Reduced	22
23	24 STAT	25	26 IH Full Effluent Samples (Pre & Post UV)	27	28 IH Reduced	29
30	31					

IH (In House) Full:

Raw 24hr Composite (pH)
Aeration (Filterability, MLSS, MLVSS, DO, pH, Temp.)
Effluent 24hr Composite (pH, TP, NH3+NH4, SS); Grab (DO, Temp., pH)

IH (In House) Reduced:

Aeration (Filterability, DO, pH, Temp.)
Effluent (DO, pH, Temp., TP, NH3+NH4)
24hr Monthly Composite (BOD5, TSS, TP, TKN)
24hr Weekly Composite (CBOD5, TSS, TP, NH3+NH4, TKN, NO3, NO2, Temp, pH)
Grab (E. coli), Pre-UV Grab (E.coli)

Sludge Sample:

Annual grab (TSS, TP, TAN, Nitrate, Metal Scan-see ECA)

Notes: Initial on date when sample was taken. Add any additional sampling completed for the facility. At the end of the month hand in to the PCT with folder.

Revision History

Date	Revision #	Reason for Revision	Revision By
2020-09-25	0	Create Schedule	Stephanie Baronette



Sample Schedule 2021 1536 Talbotville WWTP

Issued: 2020-09-25
Rev.#: 0
Pages: 6 of 12

Reviewed by: QEMS Representative

Approved by: Operations Management

June 2021

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2 IH Full Monthly Raw & Effluent Samples (Pre & Post UV)	3	4 IH Reduced	5
6	7	8	9 IH Full Effluent Samples (Pre & Post UV)	10	11 IH Reduced	12
13	14	15	16 IH Full Effluent Samples (Pre & Post UV)	17	18 IH Reduced	19
20	21	22	23 IH Full Effluent Samples (Pre & Post UV)	24	25 IH Reduced	26
27	28	29	30 IH Full Effluent Samples (Pre & Post UV)			

IH (In House) Full:

Raw 24hr Composite (pH)
Aeration (Filterability, MLSS, MLVSS, DO, pH, Temp.)
Effluent 24hr Composite (pH, TP, NH3+NH4, SS); Grab (DO, Temp., pH)

IH (In House) Reduced:

Aeration (Filterability, DO, pH, Temp.)
Effluent (DO, pH, Temp., TP, NH3+NH4)
24hr Monthly Composite (BOD5, TSS, TP, TKN)
24hr Weekly Composite (CBOD5, TSS, TP, NH3+NH4, TKN, NO3, NO2, Temp, pH)
Grab (E. coli), Pre-UV Grab (E.coli)

Sludge Sample:

Annual grab (TSS, TP, TAN, Nitrate, Metal Scan-see ECA)

Notes: Initial on date when sample was taken. Add any additional sampling completed for the facility. At the end of the month hand in to the PCT with folder.

Revision History

Date	Revision #	Reason for Revision	Revision By
2020-09-25	0	Create Schedule	Stephanie Baronette



Sample Schedule 2021 1536 Talbotville WWTP

Issued: 2020-09-25
Rev.#: 0
Pages: 7 of 12

Reviewed by: QEMS Representative

Approved by: Operations Management

July 2021

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1 STAT	2 IH Reduced	3
4	5	6	7 IH Full Monthly Raw & Effluent Samples (Pre & Post UV)	8	9 IH Reduced	10
11	12	13	14 IH Full Effluent Samples (Pre & Post UV)	15	16 IH Reduced	17
18	19	20	21 IH Full Effluent Samples (Pre & Post UV)	22	23 IH Reduced	24
25	26	27	28 IH Full Effluent Samples (Pre & Post UV)	29	30 IH Reduced	31

IH (In House) Full:

Raw 24hr Composite (pH)
Aeration (Filterability, MLSS, MLVSS, DO, pH, Temp.)
Effluent 24hr Composite (pH, TP, NH3+NH4, SS); Grab (DO, Temp., pH)

IH (In House) Reduced:

Aeration (Filterability, DO, pH, Temp.)
Effluent (DO, pH, Temp., TP, NH3+NH4)
24hr Monthly Composite (BOD5, TSS, TP, TKN)
24hr Weekly Composite (CBOD5, TSS, TP, NH3+NH4, TKN, NO3, NO2, Temp, pH)
Grab (E. coli), Pre-UV Grab (E.coli)

Sludge Sample:

Annual grab (TSS, TP, TAN, Nitrate, Metal Scan-see ECA)

Notes: Initial on date when sample was taken. Add any additional sampling completed for the facility. At the end of the month hand in to the PCT with folder.

Revision History

Date	Revision #	Reason for Revision	Revision By
2020-09-25	0	Create Schedule	Stephanie Baronette



Sample Schedule 2021 1536 Talbotville WWTP

Issued: 2020-09-25
Rev.#: 0
Pages: 8 of 12

Reviewed by: QEMS Representative

Approved by: Operations Management

August 2021

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2 STAT	3	4 IH Full Monthly Raw & Effluent Samples (Pre & Post UV)	5	6 IH Reduced	7
8	9	10	11 IH Full Effluent Samples (Pre & Post UV)	12	13 IH Reduced	14
15	16	17	18 IH Full Effluent Samples (Pre & Post UV)	19	20 IH Reduced	21
22	23	24	25 IH Full Effluent Samples (Pre & Post UV)	26	27 IH Reduced	28
29	30	31				

IH (In House) Full:

Raw 24hr Composite (pH)
Aeration (Filterability, MLSS, MLVSS, DO, pH, Temp.)
Effluent 24hr Composite (pH, TP, NH3+NH4, SS); Grab (DO, Temp., pH)

IH (In House) Reduced:

Aeration (Filterability, DO, pH, Temp.)
Effluent (DO, pH, Temp., TP, NH3+NH4)
24hr Monthly Composite (BOD5, TSS, TP, TKN)
24hr Weekly Composite (CBOD5, TSS, TP, NH3+NH4, TKN, NO3, NO2, Temp, pH)
Grab (E. coli), Pre-UV Grab (E.coli)

Sludge Sample:

Annual grab (TSS, TP, TAN, Nitrate, Metal Scan-see ECA)

Notes: Initial on date when sample was taken. Add any additional sampling completed for the facility. At the end of the month hand in to the PCT with folder.

Revision History

Date	Revision #	Reason for Revision	Revision By
2020-09-25	0	Create Schedule	Stephanie Baronette



Sample Schedule 2021 1536 Talbotville WWTP

Issued: 2020-09-25
Rev.#: 0
Pages: 9 of 12

Reviewed by: QEMS Representative

Approved by: Operations Management

September 2021

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1 IH Full Monthly Raw & Effluent Samples (Pre & Post UV)	2	3 H Reduced	4
5	6 STAT	7	8 IH Full Effluent Samples (Pre & Post UV)	9	10 H Reduced	11
12	13	14	15 IH Full Effluent Samples (Pre & Post UV)	16	17 H Reduced	18
19	20	21	22 IH Full Effluent Samples (Pre & Post UV)	23	24 H Reduced	25
26	27	28	29 IH Full Effluent Samples (Pre & Post UV)	30		

IH (In House) Full:

Raw 24hr Composite (pH)
Aeration (Filterability, MLSS, MLVSS, DO, pH, Temp.)
Effluent 24hr Composite (pH, TP, NH3+NH4, SS); Grab (DO, Temp., pH)

IH (In House) Reduced:

Aeration (Filterability, DO, pH, Temp.)
Effluent (DO, pH, Temp., TP, NH3+NH4)
24hr Monthly Composite (BOD5, TSS, TP, TKN)
24hr Weekly Composite (CBOD5, TSS, TP, NH3+NH4, TKN, NO3, NO2, Temp, pH)
Grab (E. coli), Pre-UV Grab (E.coli)

Sludge Sample:

Annual grab (TSS, TP, TAN, Nitrate, Metal Scan-see ECA)

Notes: Initial on date when sample was taken. Add any additional sampling completed for the facility. At the end of the month hand in to the PCT with folder.

Revision History

Date	Revision #	Reason for Revision	Revision By
2020-09-25	0	Create Schedule	Stephanie Baronette



Sample Schedule 2021 1536 Talbotville WWTP

Issued: 2020-09-25
Rev.#: 0
Pages: 10 of 12

Reviewed by: QEMS Representative

Approved by: Operations Management

October 2021

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1 IH Reduced	2
3	4	5	6 IH Full Monthly Raw & Effluent Sample (Pre & Post UV)	7	8 IH Reduced	9
10	11 STAT	12	13 IH Full Effluent Samples (Pre & Post UV)	14	15 IH Reduced	16
17	18	19	20 IH Full Effluent Samples (Pre & Post UV)	21	22 IH Reduced	23
24	25	26	27 IH Full Effluent Samples (Pre & Post UV)	28	29 IH Reduced	30
31						

IH (In House) Full:

Raw 24hr Composite (pH)
Aeration (Filterability, MLSS, MLVSS, DO, pH, Temp.)
Effluent 24hr Composite (pH, TP, NH3+NH4, SS); Grab (DO, Temp., pH)

IH (In House) Reduced:

Aeration (Filterability, DO, pH, Temp.)
Effluent (DO, pH, Temp., TP, NH3+NH4)
24hr Monthly Composite (BOD5, TSS, TP, TKN)
24hr Weekly Composite (CBOD5, TSS, TP, NH3+NH4, TKN, NO3, NO2, Temp, pH)
Grab (E. coli), Pre-UV Grab (E.coli)

Sludge Sample:

Annual grab (TSS, TP, TAN, Nitrate, Metal Scan-see ECA)

Notes: Initial on date when sample was taken. Add any additional sampling completed for the facility. At the end of the month hand in to the PCT with folder.

Revision History

Date	Revision #	Reason for Revision	Revision By
2020-09-25	0	Create Schedule	Stephanie Baronette



Sample Schedule 2021 1536 Talbotville WWTP

Issued: 2020-09-25
Rev.#: 0
Pages: 11 of 12

Reviewed by: QEMS Representative

Approved by: Operations Management

November 2021

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	2	3 IH Full Monthly Raw & Effluent Samples (Pre & Post UV)	4	5 IH Reduced	6
7	8	9	10 IH Full Effluent Samples (Pre & Post UV)	11 STAT	12 IH Reduced	13
14	15	16	17 IH Full Effluent Samples (Pre & Post UV)	18	19 IH Reduced	20
21	22	23	24 IH Full Effluent Samples (Pre & Post UV)	25	26 IH Reduced	27
28	29	30				

IH (In House) Full:

Raw 24hr Composite (pH)
Aeration (Filterability, MLSS, MLVSS, DO, pH, Temp.)
Effluent 24hr Composite (pH, TP, NH3+NH4, SS); Grab (DO, Temp., pH)

IH (In House) Reduced:

Aeration (Filterability, DO, pH, Temp.)
Effluent (DO, pH, Temp., TP, NH3+NH4)
24hr Monthly Composite (BOD5, TSS, TP, TKN)
24hr Weekly Composite (CBOD5, TSS, TP, NH3+NH4, TKN, NO3, NO2, Temp, pH)
Grab (E. coli), Pre-UV Grab (E.coli)

Sludge Sample:

Annual grab (TSS, TP, TAN, Nitrate, Metal Scan-see ECA)

Notes: Initial on date when sample was taken. Add any additional sampling completed for the facility. At the end of the month hand in to the PCT with folder.

Revision History

Date	Revision #	Reason for Revision	Revision By
2020-09-25	0	Create Schedule	Stephanie Baronette



Sample Schedule 2021 1536 Talbotville WWTP

Issued: 2020-09-25
Rev.#: 0
Pages: 12 of 12

Reviewed by: QEMS Representative

Approved by: Operations Management

December 2021

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1 IH Full Monthly Raw & Effluent Samples (Pre & Post UV)	2	3 IH Reduced	4
5	6	7	8 IH Full Effluent Samples (Pre & Post UV)	9	10 IH Reduced	11
12	13	14	15 IH Full Effluent Samples (Pre & Post UV)	16	17 IH Reduced	18
19	20	21	22 IH Full Effluent Samples (Pre & Post UV)	23	24 IH Reduced	25
26	27 STAT	28 STAT	29 IH Full Effluent Samples (Pre & Post UV)	30	31 IH Reduced	

IH (In House) Full:

Raw 24hr Composite (pH)
Aeration (Filterability, MLSS, MLVSS, DO, pH, Temp.)
Effluent 24hr Composite (pH, TP, NH3+NH4, SS); Grab (DO, Temp., pH)

IH (In House) Reduced:

Aeration (Filterability, DO, pH, Temp.)
Effluent (DO, pH, Temp., TP, NH3+NH4)
24hr Monthly Composite (BOD5, TSS, TP, TKN)
24hr Weekly Composite (CBOD5, TSS, TP, NH3+NH4, TKN, NO3, NO2, Temp, pH)
Grab (E. coli), Pre-UV Grab (E.coli)

Sludge Sample:

Annual grab (TSS, TP, TAN, Nitrate, Metal Scan-see ECA)

Notes: Initial on date when sample was taken. Add any additional sampling completed for the facility. At the end of the month hand in to the PCT with folder.

Revision History

Date	Revision #	Reason for Revision	Revision By
2020-09-25	0	Create Schedule	Stephanie Baronette

APPENDIX C

Workorder Summary Report

Report Start Date: Jan 1, 2021 12:00 AM

Report End Date: Dec 31, 2021 11:59 PM

Location: 1536,1536-WWTV

Work Order Type: PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
2074868	0000063338	SAFETY EYE WASH/ SHOWER	Talbotville WWTP	PM	Health and Safety	1	MONTHS	SAFETY EYEWASH SHOWER INSPECTION (1m) 1536	CLOSE	1/1/21 12:00 AM	2/2/21 01:55 PM	2/2/21 01:55 PM	
2118297	0000063338	SAFETY EYE WASH/ SHOWER	Talbotville WWTP	PM	Health and Safety	1	MONTHS	SAFETY EYEWASH SHOWER INSPECTION (1m) 1536	CLOSE	2/1/21 12:00 AM	2/23/21 03:33 PM	2/23/21 03:33 PM	
2160387	0000063338	SAFETY EYE WASH/ SHOWER	Talbotville WWTP	PM	Health and Safety	1	MONTHS	SAFETY EYEWASH SHOWER INSPECTION (1m) 1536	CLOSE	3/1/21 12:00 AM	3/19/21 09:33 AM	3/19/21 09:33 AM	- Inspected shower, eyewash station and first aid kits.
2206976	0000063338	SAFETY EYE WASH/ SHOWER	Talbotville WWTP	PM	Health and Safety	1	MONTHS	SAFETY EYEWASH SHOWER INSPECTION (1m) 1536	CLOSE	4/1/21 12:00 AM	4/30/21 07:59 AM	4/30/21 07:59 AM	- Tested eyewash station, shower and checked all first aid kits.
2252224	0000063338	SAFETY EYE WASH/ SHOWER	Talbotville WWTP	PM	Health and Safety	1	MONTHS	SAFETY EYEWASH SHOWER INSPECTION (1m) 1536	CLOSE	5/1/21 12:00 AM	6/1/21 11:04 AM	6/1/21 11:04 AM	- Inspect all Eyewash Stations ==> Inspect all Shower Stations ==>
2299257	0000063338	SAFETY EYE WASH/ SHOWER	Talbotville WWTP	PM	Health and Safety	1	MONTHS	SAFETY EYEWASH SHOWER INSPECTION (1m) 1536	CLOSE	6/1/21 12:00 AM	6/23/21 01:39 PM	6/23/21 01:39 PM	
2345667	0000063338	SAFETY EYE WASH/ SHOWER	Talbotville WWTP	PM	Health and Safety	1	MONTHS	SAFETY EYEWASH SHOWER INSPECTION (1m) 1536	CLOSE	7/1/21 12:00 AM	7/23/21 03:01 PM	7/23/21 03:01 PM	
2390095	0000063338	SAFETY EYE WASH/ SHOWER	Talbotville WWTP	PM	Health and Safety	1	MONTHS	SAFETY EYEWASH SHOWER INSPECTION (1m) 1536	CLOSE	8/1/21 12:00 AM	9/14/21 03:48 AM	9/14/21 03:48 AM	
2435626	0000063338	SAFETY EYE WASH/ SHOWER	Talbotville WWTP	PM	Health and Safety	1	MONTHS	SAFETY EYEWASH SHOWER INSPECTION (1m) 1536	CLOSE	9/1/21 12:00 AM	10/4/21 08:16 AM	10/4/21 08:16 AM	-
2483509	0000063338	SAFETY EYE WASH/ SHOWER	Talbotville WWTP	PM	Health and Safety	1	MONTHS	SAFETY EYEWASH SHOWER INSPECTION (1m) 1536	CLOSE	10/1/21 12:00 AM	11/30/21 02:47 PM	11/30/21 02:47 PM	- Eyewash and shower working well.
2527665	0000063338	SAFETY EYE WASH/ SHOWER	Talbotville WWTP	PM	Health and Safety	1	MONTHS	SAFETY EYEWASH SHOWER INSPECTION (1m) 1536	COMP	11/1/21 12:00 AM	12/13/21 11:42 AM	12/13/21 11:42 AM	
2567354	0000063338	SAFETY EYE WASH/ SHOWER	Talbotville WWTP	PM	Health and Safety	1	MONTHS	SAFETY EYEWASH SHOWER INSPECTION (1m) 1536	COMP	12/1/21 12:00 AM	12/28/21 11:40 AM	12/28/21 11:40 AM	- Inspected shower/eyewash/first aid kits
2527674			Talbotville WWTP	PM	Health and Safety	1	YEARS	OCWA Workplace Inspection (1y) - 1536	COMP	11/1/21 12:00 AM	12/28/21 11:44 AM	12/28/21 11:44 AM	- Completed in December
2528491			Talbotville WWTP	PM	Health and Safety	1	YEARS	Lifting Device Insp Route (1y) - 1536	CLOSE	11/1/21 12:00 AM	11/19/21 12:42 PM	11/19/21 12:42 PM	-Completed in April
2532115			Talbotville WWTP	PM	Compliance	1	MONTHS	1536 Weekly samples for Talbotville STP	COMP	11/1/21 12:00 AM	12/28/21 11:43 AM	12/28/21 11:43 AM	

Workorder Summary Report

Report Start Date: Jan 1, 2021 12:00 AM

Report End Date: Dec 31, 2021 11:59 PM

Location: 1536,1536-WWTV

Work Order Type: PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
2571935			Talbotville WWTP	PM	Compliance	1	MONTHS	1536 Weekly samples for Talbotville STP	COMP	12/1/21 12:00 AM	1/24/22 11:49 AM	1/24/22 11:49 AM	
2257003			Talbotville WWTP	PM	Compliance	1	MONTHS	1536 Weekly samples for Talbotville STP	CLOSE	5/1/21 12:00 AM	5/28/21 11:37 AM	5/28/21 11:37 AM	
2489085			Talbotville WWTP	PM	Compliance	1	MONTHS	1536 Weekly samples for Talbotville STP	CLOSE	10/1/21 12:00 AM	11/30/21 09:19 AM	11/30/21 09:19 AM	
2440943			Talbotville WWTP	PM	Compliance	1	MONTHS	1536 Weekly samples for Talbotville STP	CLOSE	9/1/21 12:00 AM	10/5/21 09:34 AM	10/5/21 09:34 AM	-Completed sampling -
2351383			Talbotville WWTP	PM	Compliance	1	MONTHS	1536 Weekly samples for Talbotville STP	CLOSE	7/1/21 12:00 AM	7/30/21 09:39 AM	7/30/21 09:39 AM	
2394759			Talbotville WWTP	PM	Compliance	1	MONTHS	1536 Weekly samples for Talbotville STP	CLOSE	8/1/21 12:00 AM	9/6/21 10:23 AM	9/6/21 10:23 AM	weekly sampling, lab testing, and rounds. -
2304557			Talbotville WWTP	PM	Compliance	1	MONTHS	1536 Weekly samples for Talbotville STP	CLOSE	6/1/21 12:00 AM	7/9/21 01:27 PM	7/9/21 01:27 PM	
2090179			Talbotville WWTP	PM	Compliance	1	YEARS	Annual Performance Report (Due March 31) -1536	CLOSE	3/1/21 12:00 AM	1/3/21 12:32 AM	5/31/21 08:16 AM	-Completed in March
2118317			Talbotville WWTP	PM	Inspection	1	MONTHS	Building and Grounds Maintenance (1m) 1536	CLOSE	2/1/21 12:00 AM	3/23/21 03:10 PM	3/23/21 03:10 PM	
2206950			Talbotville WWTP	PM	Inspection	3	MONTHS	BLOWERS inspection/service (3m/1y) 1536	CLOSE	4/1/21 12:00 AM	5/3/21 01:49 PM	5/3/21 01:49 PM	- 1. Inspect blower for hot spots. 2. Check discharge temperature and pressure. 3. Check unit for abnormal noise or vibration.
2076175			Talbotville WWTP	PM	Inspection	1	YEARS	Pump Cent EQ / MEM / EFL / P500 Inspection (1y) 1536	CLOSE	1/1/21 12:00 AM	3/30/21 02:48 PM	3/30/21 02:48 PM	-Completed work order with electrician. Changed filters on all blowers. Greased all pumps and motors, blowers.
2345687			Talbotville WWTP	PM	Inspection	1	MONTHS	Building and Grounds Maintenance (1m) 1536	CLOSE	7/1/21 12:00 AM	8/18/21 02:26 PM	8/18/21 02:26 PM	
2299277			Talbotville WWTP	PM	Inspection	1	MONTHS	Building and Grounds Maintenance (1m) 1536	CLOSE	6/1/21 12:00 AM	7/5/21 08:06 AM	7/5/21 08:06 AM	

Workorder Summary Report

Report Start Date: Jan 1, 2021 12:00 AM
Report End Date: Dec 31, 2021 11:59 PM
Location: 1536,1536-WWTV
Work Order Type: PM
Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
2300555			Talbotville WWTP	PM	Inspection	6	MONTHS	Uv Light Bank Insp/Clean/Service (6m / 2y) 1536	CLOSE	6/1/21 12:00 AM	7/5/21 08:05 AM	7/5/21 08:05 AM	- Inspected UV lights.
2206972			Talbotville WWTP	PM	Inspection	6	MONTHS	Heaters Inspection/Service (6m) - 1536	CLOSE	4/1/21 12:00 AM	4/22/21 08:11 AM	4/22/21 08:11 AM	-inspect the heaters to make sure they are working properly
2206996			Talbotville WWTP	PM	Inspection	1	MONTHS	Building and Grounds Maintenance (1m) 1536	CLOSE	4/1/21 12:00 AM	5/3/21 08:04 AM	5/3/21 08:04 AM	
2252244			Talbotville WWTP	PM	Inspection	1	MONTHS	Building and Grounds Maintenance (1m) 1536	CLOSE	5/1/21 12:00 AM	5/28/21 08:13 AM	5/28/21 08:13 AM	-completed cleaning
2160407			Talbotville WWTP	PM	Inspection	1	MONTHS	Building and Grounds Maintenance (1m) 1536	CLOSE	3/1/21 12:00 AM	4/7/21 08:14 AM	4/7/21 08:14 AM	- on site for eme inspection
2390115			Talbotville WWTP	PM	Inspection	1	MONTHS	Building and Grounds Maintenance (1m) 1536	CLOSE	8/1/21 12:00 AM	9/14/21 03:49 AM	9/14/21 03:49 AM	
2483490			Talbotville WWTP	PM	Inspection	3	MONTHS	BLOWERS inspection/service (3m/ 1y) 1536	COMP	10/1/21 12:00 AM	1/20/22 03:17 PM	1/20/22 03:17 PM	
2435646			Talbotville WWTP	PM	Inspection	1	MONTHS	Building and Grounds Maintenance (1m) 1536	CLOSE	9/1/21 12:00 AM	10/5/21 09:34 AM	10/5/21 09:34 AM	
2483516	0000063342	ANALYZER PH 502	Talbotville WWTP	PM	Inspection	1	MONTHS	ANALYZER PH INSPECTION/ CALIBRATION (1m) 1536	CLOSE	10/1/21 12:00 AM	11/30/21 02:53 PM	11/30/21 02:53 PM	-
2582407			Talbotville WWTP	PM	Inspection	0		Talbotville Manhole inspection	COMP		1/24/22 11:24 AM	1/24/22 11:24 AM	Talbotville Manhole inspection - was asked to do a confined space entry in the chamber to make sure the contractor have plugged the line. Jen S assisted
2582553	0000063390	ANALYZER DO /PH- Talbotville 1536	Talbotville WWTP	PM	Inspection	1	MONTHS	Analyzer DO Portable Insp. (1m) - 1536	COMP	12/19/21 12:00 AM	1/16/22 12:20 PM	1/16/22 12:20 PM	
2542397	0000063390	ANALYZER DO /PH- Talbotville 1536	Talbotville WWTP	PM	Inspection	1	MONTHS	Analyzer DO Portable Insp. (1m) - 1536	COMP	11/19/21 12:00 AM	1/20/22 03:18 PM	1/20/22 03:18 PM	
2567358	0000063342	ANALYZER PH 502	Talbotville WWTP	PM	Inspection	1	MONTHS	ANALYZER PH INSPECTION/ CALIBRATION (1m) 1536	COMP	12/1/21 12:00 AM	12/28/21 11:37 AM	12/28/21 11:37 AM	- out of service
2527669	0000063342	ANALYZER PH 502	Talbotville WWTP	PM	Inspection	1	MONTHS	ANALYZER PH INSPECTION/ CALIBRATION (1m) 1536	COMP	11/1/21 12:00 AM	12/13/21 11:45 AM	12/13/21 11:45 AM	
2483505			Talbotville WWTP	PM	Inspection	6	MONTHS	Heaters Inspection/Service (6m) - 1536	CLOSE	10/1/21 12:00 AM	11/30/21 09:17 AM	11/30/21 09:17 AM	- Heaters all working well. Turned on for the winter months.

Workorder Summary Report

Report Start Date: Jan 1, 2021 12:00 AM
Report End Date: Dec 31, 2021 11:59 PM
Location: 1536,1536-WWTV
Work Order Type: PM
Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
2483532			Talbotville WWTP	PM	Inspection	1	MONTHS	Building and Grounds Maintenance (1m) 1536	CLOSE	10/1/21 12:00 AM	11/30/21 02:57 PM	11/30/21 02:57 PM	- snow removal
2483682			Talbotville WWTP	PM	Inspection	1	MONTHS	Carbon Filter Cleaning Inspection (1m / 1y) 1536	COMP	10/1/21 12:00 AM	12/6/21 11:54 AM	12/6/21 11:54 AM	
2527691			Talbotville WWTP	PM	Inspection	1	MONTHS	Building and Grounds Maintenance (1m) 1536	COMP	11/1/21 12:00 AM	12/6/21 12:39 PM	12/6/21 12:39 PM	
2567374			Talbotville WWTP	PM	Inspection	1	MONTHS	Building and Grounds Maintenance (1m) 1536	COMP	12/1/21 12:00 AM	1/16/22 12:17 PM	1/16/22 12:17 PM	- shovelling snow, salting.
2501816	0000063390	ANALYZER DO /PH- Talbotville 1536	Talbotville WWTP	PM	Inspection	1	MONTHS	Analyzer DO Portable Insp. (1m) - 1536	COMP	10/19/21 12:00 AM	12/6/21 11:56 AM	12/6/21 11:56 AM	
2484604	0000063287	SENSOR LDS-501 Tank Level Sensor	Talbotville WWTP	PM	Inspection	1	YEARS	Meter Level Insp/Service (1y) - 1536	COMP	10/1/21 12:00 AM	1/20/22 03:17 PM	1/20/22 03:17 PM	
2390099	0000063342	ANALYZER PH 502	Talbotville WWTP	PM	Inspection	1	MONTHS	ANALYZER PH INSPECTION/ CALIBRATION (1m) 1536	CLOSE	8/1/21 12:00 AM	10/5/21 09:32 AM	10/5/21 09:32 AM	- Out of service.
2435630	0000063342	ANALYZER PH 502	Talbotville WWTP	PM	Inspection	1	MONTHS	ANALYZER PH INSPECTION/ CALIBRATION (1m) 1536	CLOSE	9/1/21 12:00 AM	10/5/21 09:33 AM	10/5/21 09:33 AM	- Out of service
2316363	0000063390	ANALYZER DO /PH- Talbotville 1536	Talbotville WWTP	PM	Inspection	1	MONTHS	Analyzer DO Portable Insp. (1m) - 1536	CLOSE	6/19/21 12:00 AM	6/23/21 01:40 PM	6/23/21 01:40 PM	
2405429	0000063390	ANALYZER DO /PH- Talbotville 1536	Talbotville WWTP	PM	Inspection	1	MONTHS	Analyzer DO Portable Insp. (1m) - 1536	CLOSE	8/19/21 12:00 AM	9/14/21 03:52 AM	9/14/21 03:52 AM	
2362999	0000063390	ANALYZER DO /PH- Talbotville 1536	Talbotville WWTP	PM	Inspection	1	MONTHS	Analyzer DO Portable Insp. (1m) - 1536	CLOSE	7/19/21 12:00 AM	9/14/21 03:46 AM	9/14/21 03:46 AM	
2453330	0000063390	ANALYZER DO /PH- Talbotville 1536	Talbotville WWTP	PM	Inspection	1	MONTHS	Analyzer DO Portable Insp. (1m) - 1536	CLOSE	9/19/21 12:00 AM	11/30/21 02:45 PM	11/30/21 02:45 PM	- Cleaned portable DO probe
2299261	0000063342	ANALYZER PH 502	Talbotville WWTP	PM	Inspection	1	MONTHS	ANALYZER PH INSPECTION/ CALIBRATION (1m) 1536	CLOSE	6/1/21 12:00 AM	8/3/21 08:02 AM	8/3/21 08:02 AM	- Installed new cable and pH probe.
2345671	0000063342	ANALYZER PH 502	Talbotville WWTP	PM	Inspection	1	MONTHS	ANALYZER PH INSPECTION/ CALIBRATION (1m) 1536	CLOSE	7/1/21 12:00 AM	8/3/21 08:02 AM	8/3/21 08:02 AM	- Installed new cable and pH probe.
2268816	0000063390	ANALYZER DO /PH- Talbotville 1536	Talbotville WWTP	PM	Inspection	1	MONTHS	Analyzer DO Portable Insp. (1m) - 1536	CLOSE	5/19/21 12:00 AM	6/1/21 10:52 AM	6/1/21 10:52 AM	-Check display for error or fault messages. 2) Ensure the storage sponge is kept moist with clean water.
2074872	0000063342	ANALYZER PH 502	Talbotville WWTP	PM	Inspection	1	MONTHS	ANALYZER PH INSPECTION/ CALIBRATION (1m) 1536	CLOSE	1/1/21 12:00 AM	3/26/21 03:13 PM	3/26/21 03:13 PM	- Cleaned probe and verified proper operation.

Workorder Summary Report

Report Start Date: Jan 1, 2021 12:00 AM

Report End Date: Dec 31, 2021 11:59 PM

Location: 1536,1536-WWTV

Work Order Type: PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
2252228	0000063342	ANALYZER PH 502	Talbotville WWTP	PM	Inspection	1	MONTHS	ANALYZER PH INSPECTION/ CALIBRATION (1m) 1536	CLOSE	5/1/21 12:00 AM	6/1/21 11:01 AM	6/1/21 11:01 AM	<div>-</div> <div>1. Check display for alarm conditions or fault messages.</div> <div>2. Check for proper sample chamber flow rates.</div> <div>3. Check for excessive air in the sample lines.</div> <div>4. Clean probe sensing bulb if fouling is visible</div> <div>5. Clean analyzer case and front panel with soft damp cloth with water only.</div>
2224497	0000063390	ANALYZER DO /PH- Talbotville 1536	Talbotville WWTP	PM	Inspection	1	MONTHS	Analyzer DO Portable Insp. (1m) - 1536	CLOSE	4/19/21 12:00 AM	4/28/21 07:47 AM	4/28/21 07:47 AM	<div>-Check display for error or fault messages.</div> <div>2) Ensure the storage sponge is kept moist with clean water.</div>
2118301	0000063342	ANALYZER PH 502	Talbotville WWTP	PM	Inspection	1	MONTHS	ANALYZER PH INSPECTION/ CALIBRATION (1m) 1536	CLOSE	2/1/21 12:00 AM	3/26/21 03:13 PM	3/26/21 03:13 PM	<div>- Cleaned probe and verified proper operation.</div>

Workorder Summary Report

Report Start Date: Jan 1, 2021 12:00 AM

Report End Date: Dec 31, 2021 11:59 PM

Location: 1536,1536-WWTV

Work Order Type: PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
2206980	0000063342	ANALYZER PH 502	Talbotville WWTP	PM	Inspection	1	MONTHS	ANALYZER PH INSPECTION/ CALIBRATION (1m) 1536	CLOSE	4/1/21 12:00 AM	4/28/21 07:49 AM	4/28/21 07:49 AM	<div>-</div> <div>1. Check display for alarm conditions or fault messages.</div> <div>2. Check for proper sample chamber flow rates.</div> <div>3. Check for excessive air in the sample lines.</div> <div>4. Clean probe sensing bulb if fouling is visible</div> <div>5. Clean analyzer case and front panel with soft damp cloth with water only.</div>
2175981	0000063390	ANALYZER DO /PH- Talbotville 1536	Talbotville WWTP	PM	Inspection	1	MONTHS	Analyzer DO Portable Insp. (1m) - 1536	CLOSE	3/19/21 12:00 AM	3/29/21 08:22 AM	3/29/21 08:22 AM	<div>- DO probe out of service, new probe and controller to be installed by HACH.</div>
2160391	0000063342	ANALYZER PH 502	Talbotville WWTP	PM	Inspection	1	MONTHS	ANALYZER PH INSPECTION/ CALIBRATION (1m) 1536	CLOSE	3/1/21 12:00 AM	3/26/21 03:12 PM	3/26/21 03:12 PM	<div>- Cleaned probe and verified proper operation.</div>
2133225	0000063406	SENSOR TEMP/DO PROBE	Talbotville WWTP	PM	Inspection	1	YEARS	Do Probe Calibration (1y) 1536	CLOSE	2/19/21 12:00 AM	3/29/21 08:20 AM	3/29/21 08:20 AM	<div>- DO probe out of service, new probe and controller to be installed by HACH.</div>
2133222	0000063390	ANALYZER DO /PH- Talbotville 1536	Talbotville WWTP	PM	Inspection	1	MONTHS	Analyzer DO Portable Insp. (1m) - 1536	CLOSE	2/19/21 12:00 AM	2/23/21 03:35 PM	2/23/21 03:35 PM	
2092913	0000063390	ANALYZER DO /PH- Talbotville 1536	Talbotville WWTP	PM	Inspection	1	MONTHS	Analyzer DO Portable Insp. (1m) - 1536	CLOSE	1/19/21 12:00 AM	1/29/21 08:28 AM	1/29/21 08:28 AM	

Workorder Summary Report

Report Start Date: Jan 1, 2021 12:00 AM

Report End Date: Dec 31, 2021 11:59 PM

Location: 1536,1536-WWTV

Work Order Type: PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
2074412			Talbotville WWTP	PM	Inspection	1	YEARS	Daily Operations and Maintenance (1y) - 1536	COMP	1/1/21 12:00 AM	1/5/22 02:12 PM	1/5/22 02:12 PM	-Completed regular duties Overseeing MBR1 work -Came to site to oversee the work Farmington was doing with the MBR1 installation of membranes. Turned on autosamplers - Flushed flow control valve and changed burlap bags - sludge hauling - -Completed round and regular duties, completed reduce lab. -Completed facility round -Completed facility round -Completed facility round -

Workorder Summary Report

Report Start Date: Jan 1, 2021 12:00 AM

Report End Date: Dec 31, 2021 11:59 PM

Location: 1536,1536-WWTV

Work Order Type: PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
													Site check up -Stopped by site for a check up due to RAS tank 611 and MBR1 Tank 601 coming in and out of high high level alarms last night. MBR1 Tank 601 high high alarm did not clear itself. Upon arrival, EQ tank level is 93.5%, Aeration tanks levels were 53%, and MBR1 was in standby due to unacknowledged alarm, and it's level was ~1ft lower than usual. Acknowledged and reset the MBR1 Tank 601 high high alarm and the MBR started back into production. MBR1 VAC pressure is around -0.07 bar, but should increase when the level in Tank 601 returns to normal. MBR2 VAC pressure is -0.185 bar. Inlet flow was ~120 LPM, flushed control valve and flow is now 360 LPM Lock up facility and shut plant down - Went to lock up facility as NewTerra was supposed to be done tours by 5pm, but didn't leave until 5:30pm. Shut down plant in preparation for sludge hauling the next morning on the 15th.

Workorder Summary Report

Report Start Date: Jan 1, 2021 12:00 AM

Report End Date: Dec 31, 2021 11:59 PM

Location: 1536,1536-WWTV

Work Order Type: PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
													Unlock facility for NewTerra and sludge hauling - Sanitary Sewer hauled 3000gal at 7:30am. Unlocked facility and waited for NewTerra to arrive at 09:00am. Started plant back up after sludge was hauled. sludge hauling - sludge hauling - IH reduced lab and rounds. - -
2074853			Talbotville WWTP	PM	Inspection	3	MONTHS	BLOWERS inspection/service (3m/ 1y) 1536	CLOSE	1/1/21 12:00 AM	3/26/21 03:09 PM	3/26/21 03:09 PM	
2074888			Talbotville WWTP	PM	Inspection	1	MONTHS	Building and Grounds Maintenance (1m) 1536	CLOSE	1/1/21 12:00 AM	2/1/21 01:36 PM	2/1/21 01:36 PM	
2075147			Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Carbon Filter Cleaning Inspection (1m / 1y) 1536	CLOSE	1/1/21 12:00 AM	3/3/21 02:11 PM	3/3/21 02:11 PM	
2076173			Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Filter Membrane (1m) Inspection 1536	CLOSE	1/1/21 12:00 AM	2/4/21 03:28 PM	2/4/21 03:28 PM	- Completed manual backwash.
2074856			Talbotville WWTP	PM	Refurbish/ Replace/Repair	3	MONTHS	Pump Diaphragm Inspection/ Service (3m) 1536	CLOSE	1/1/21 12:00 AM	3/30/21 02:49 PM	3/30/21 02:49 PM	- Check for leaks on pump, piping and related valves. Check for abnormal noise, vibration and odour. Flush system with potable water for a period of time to remove chemical from pump and piping.
2118287	0000063247	GENERATOR TALBOTVILLE DIESEL	Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Generator Diesel Testing (1m) 1536	CLOSE	2/1/21 12:00 AM	2/23/21 03:35 PM	2/23/21 03:35 PM	

Workorder Summary Report

Report Start Date: Jan 1, 2021 12:00 AM
Report End Date: Dec 31, 2021 11:59 PM
Location: 1536,1536-WWTV
Work Order Type: PM
Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
2074838	0000063247	GENERATOR TALBOTVILLE DIESEL	Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Generator Diesel Testing (1m) 1536	CLOSE	1/1/21 12:00 AM	2/4/21 03:27 PM	2/4/21 03:27 PM	- Ran generator for 1 hour
2076178	0000063376	SCREEN BAR SCR-201	Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Screen Bar Insp/Service (1m / 1y) - 1536	CLOSE	1/1/21 12:00 AM	2/10/21 07:41 AM	2/10/21 07:41 AM	
2076170	0000063248	BOILER ELECTRIC WATER HEATER TALBOTVILLE	Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	YEARS	Heater Hot Water Inspection/ Service (1y) 1536	CLOSE	1/1/21 12:00 AM	1/29/21 08:30 AM	1/29/21 08:30 AM	- Hot water tank is working and appears to be in good condition.
2074890	0000063366	ANALYZER HYDROSULPHIDE GT7901	Talbotville WWTP	PM	Refurbish/ Replace/Repair	6	MONTHS	Gas Analyzers Insp (6m) 1536	CLOSE	1/1/21 12:00 AM	2/24/21 03:45 PM	2/24/21 03:45 PM	- Hetek onsite to calibrate analyzer.
2119156	0000063376	SCREEN BAR SCR-201	Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Screen Bar Insp/Service (1m / 1y) - 1536	CLOSE	2/1/21 12:00 AM	3/30/21 03:31 PM	3/30/21 03:31 PM	- Completed cleaning of barscreen.
2160375	0000063247	GENERATOR TALBOTVILLE DIESEL	Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Generator Diesel Testing (1m) 1536	CLOSE	3/1/21 12:00 AM	3/19/21 09:32 AM	3/19/21 09:32 AM	- Generator run for 1 hour
2253134	0000063376	SCREEN BAR SCR-201	Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Screen Bar Insp/Service (1m / 1y) - 1536	CLOSE	5/1/21 12:00 AM	6/1/21 10:55 AM	6/1/21 10:55 AM	-Completed cleaning
2161306	0000063376	SCREEN BAR SCR-201	Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Screen Bar Insp/Service (1m / 1y) - 1536	CLOSE	3/1/21 12:00 AM	3/30/21 03:30 PM	3/30/21 03:30 PM	- Completed cleaning of barscreen.
2206935	0000063247	GENERATOR TALBOTVILLE DIESEL	Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Generator Diesel Testing (1m) 1536	CLOSE	4/1/21 12:00 AM	4/30/21 08:01 AM	4/30/21 08:01 AM	- Ran generator for 1 hour on March 16.
2208034	0000063376	SCREEN BAR SCR-201	Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Screen Bar Insp/Service (1m / 1y) - 1536	CLOSE	4/1/21 12:00 AM	4/28/21 07:47 AM	4/28/21 07:47 AM	- Completed cleaning bar screen with power wash
2300170	0000063271	TANK PROCESS Aeration T-501	Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	YEARS	Aeration Tank Inspection (1y) 1536	CLOSE	6/1/21 12:00 AM	7/5/21 08:03 AM	7/5/21 08:03 AM	-Aeration tanks appear to be working well.
2300168	0000063376	SCREEN BAR SCR-201	Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Screen Bar Insp/Service (1m / 1y) - 1536	CLOSE	6/1/21 12:00 AM	6/29/21 03:35 PM	6/29/21 03:35 PM	

Workorder Summary Report

Report Start Date: Jan 1, 2021 12:00 AM
Report End Date: Dec 31, 2021 11:59 PM
Location: 1536,1536-WWTV
Work Order Type: PM
Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
2252214	0000063247	GENERATOR TALBOTVILLE DIESEL	Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Generator Diesel Testing (1m) 1536	CLOSE	5/1/21 12:00 AM	5/31/21 08:20 AM	5/31/21 08:20 AM	Monthly Generator Run Test -Completed Monthly Generator Run Test. Collected generator info as unit was running due to utility power outage.
2346693	0000063376	SCREEN BAR SCR-201	Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Screen Bar Insp/Service (1m / 1y) - 1536	CLOSE	7/1/21 12:00 AM	8/3/21 07:42 AM	8/3/21 07:42 AM	- Completed bar screen cleaning and inspection.
2345689	0000063366	ANALYZER HYDROSULPHIDE GT7901	Talbotville WWTP	PM	Refurbish/ Replace/Repair	6	MONTHS	Gas Analyzers Insp (6m) 1536	COMP	7/1/21 12:00 AM	1/20/22 03:17 PM	1/20/22 03:17 PM	
2299247	0000063247	GENERATOR TALBOTVILLE DIESEL	Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Generator Diesel Testing (1m) 1536	CLOSE	6/1/21 12:00 AM	6/25/21 03:38 PM	6/25/21 03:38 PM	- Ran generator for approximately 1 hour.
2345632	0000063247	GENERATOR TALBOTVILLE DIESEL	Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Generator Diesel Testing (1m) 1536	CLOSE	7/1/21 12:00 AM	8/3/21 07:39 AM	8/3/21 07:39 AM	- Generator run test for 1 hour.
2436694	0000063376	SCREEN BAR SCR-201	Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Screen Bar Insp/Service (1m / 1y) - 1536	CLOSE	9/1/21 12:00 AM	11/30/21 02:46 PM	11/30/21 02:46 PM	- Cleaned barscreen
2483475	0000063247	GENERATOR TALBOTVILLE DIESEL	Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Generator Diesel Testing (1m) 1536	CLOSE	10/1/21 12:00 AM	11/1/21 08:23 AM	11/1/21 08:23 AM	
2390948	0000063376	SCREEN BAR SCR-201	Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Screen Bar Insp/Service (1m / 1y) - 1536	CLOSE	8/1/21 12:00 AM	9/14/21 03:46 AM	9/14/21 03:46 AM	- Cleaned barscreen using power washer
2390085	0000063247	GENERATOR TALBOTVILLE DIESEL	Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Generator Diesel Testing (1m) 1536	CLOSE	8/1/21 12:00 AM	8/6/21 02:01 PM	8/6/21 02:01 PM	- Generator run test for approx 3 hours due to planned hydro one work.
2435614	0000063247	GENERATOR TALBOTVILLE DIESEL	Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Generator Diesel Testing (1m) 1536	CLOSE	9/1/21 12:00 AM	9/22/21 11:40 AM	9/22/21 11:40 AM	Monthly Generator Run Test - Completed Monthly Generator Run Test. Generator was on this morning due to a utility power outage, and so I completed the test during this run.
2527645	0000063247	GENERATOR TALBOTVILLE DIESEL	Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Generator Diesel Testing (1m) 1536	COMP	11/1/21 12:00 AM	12/13/21 11:45 AM	12/13/21 11:45 AM	

Proposing - Splash Pad.

For Township of Southwold,
in the village of Shedden.

Location volleyball court. behind washrooms
& ball diamond

Trillium pop under 20,000 give upto 150,000

Rosy Rhubarb gives upto \$5000.

toward landscape area annually.

but only uses approx. \$2500.00

We would put over the cost of
landscaping upto \$5000.00 toward
operation.

Rosy Rhubarb comm. to \$30,000 and
with approval from Council would
start the fund raising.

Need 2" waterline. (direct) close.

15amp electrical

close.

drain

close.

where we were suggesting this area
close to washrooms.

only have to fence one side. to
make it so vehicles couldn't get to it.
Don't need life guards.

add \$100,000 if water recycled.

and take about 3 man hours daily.

One time water only has to be

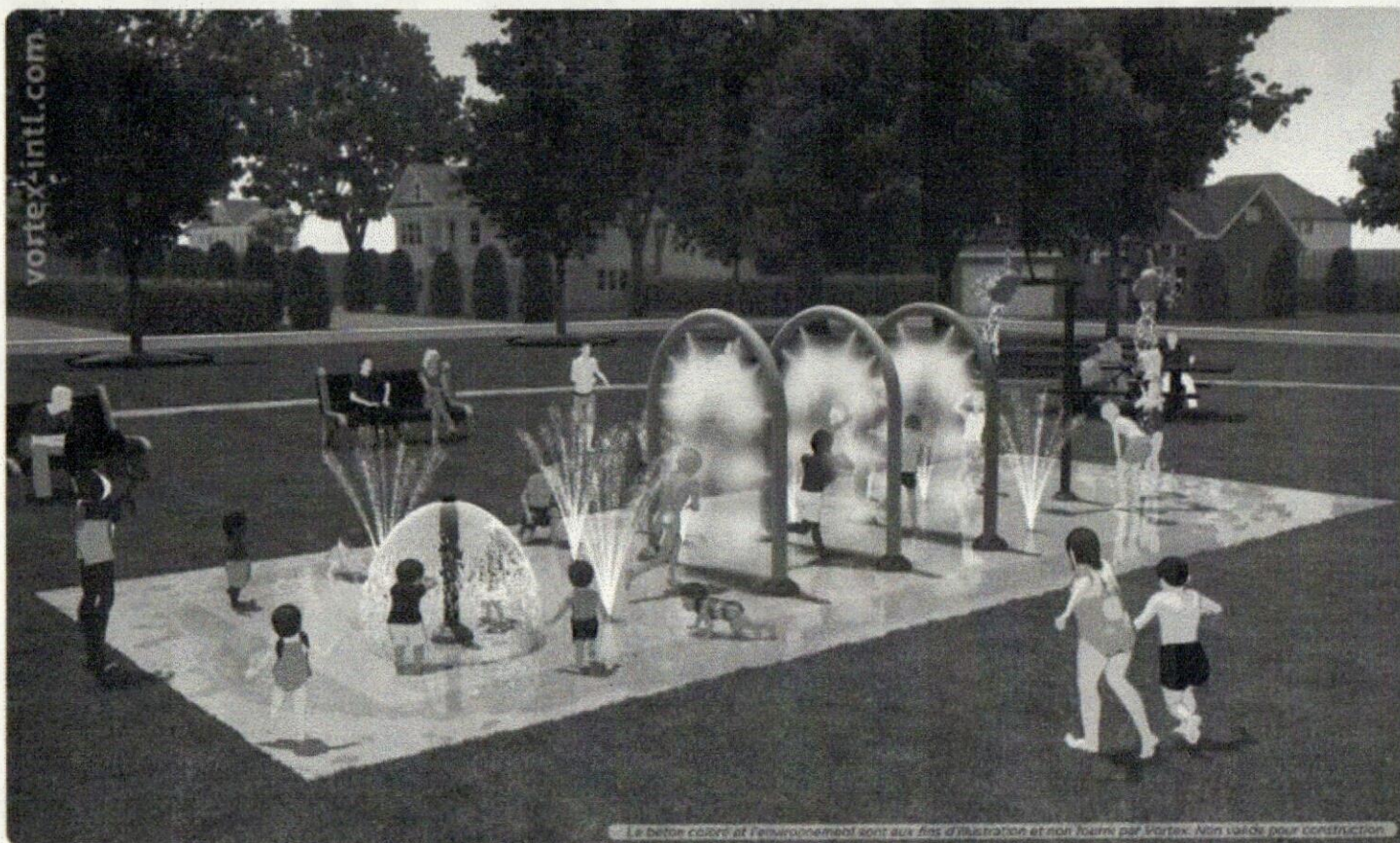
checked on a daily bases as it would

be fresh water & would only use

water while being used as it only
works when someone using it.

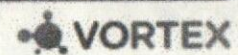


Up to 1,000 Sq.ft



ID#28433 - Q16563

Vue 1



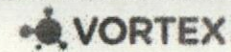


Up to 2,000 sq.ft



ID#29495-Q1672

View 1



Workorder Summary Report

Report Start Date: Jan 1, 2021 12:00 AM
Report End Date: Dec 31, 2021 11:59 PM
Location: 1536,1536-WWTV
Work Order Type: PM
Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
2484602	0000063376	SCREEN BAR SCR-201	Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Screen Bar Insp/Service (1m / 1y) - 1536	CLOSE	10/1/21 12:00 AM	11/30/21 02:58 PM	11/30/21 02:58 PM	- Cleaned barscreen
2568486			Talbotville WWTP	PM	Refurbish/ Replace/Repair	6	MONTHS	Uv Light Bank Insp/Clean/Service (6m / 2y) 1536	COMP	12/1/21 12:00 AM	1/24/22 11:49 AM	1/24/22 11:49 AM	
2567493			Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Carbon Filter Cleaning Inspection (1m / 1y) 1536	COMP	12/1/21 12:00 AM	1/24/22 11:48 AM	1/24/22 11:48 AM	
2568191	0000063374	BLOWER B-201- Carbon Drum	Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	YEARS	Blower Control Drum Insp/Service (1y) 1536	COMP	12/1/21 12:00 AM	1/24/22 11:50 AM	1/24/22 11:50 AM	
2568204	0000063373	BLOWER B-311- Carbon Drum	Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	YEARS	Blower Odour Control Drum Insp/ Service (1y) 1536	COMP	12/1/21 12:00 AM	1/24/22 11:50 AM	1/24/22 11:50 AM	
2568217			Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Filter Membrane (1m) Inspection 1536	COMP	12/1/21 12:00 AM	1/24/22 11:50 AM	1/24/22 11:50 AM	
2568219	0000063376	SCREEN BAR SCR-201	Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Screen Bar Insp/Service (1m / 1y) - 1536	COMP	12/1/21 12:00 AM	12/28/21 11:38 AM	12/28/21 11:38 AM	- Cleaned barscreen
2528494	0000063376	SCREEN BAR SCR-201	Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Screen Bar Insp/Service (1m / 1y) - 1536	COMP	11/1/21 12:00 AM	12/13/21 11:47 AM	12/13/21 11:47 AM	
2527811			Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Carbon Filter Cleaning Inspection (1m / 1y) 1536	COMP	11/1/21 12:00 AM	12/28/21 11:42 AM	12/28/21 11:42 AM	
2528489			Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Filter Membrane (1m) Inspection 1536	COMP	11/1/21 12:00 AM	1/20/22 03:18 PM	1/20/22 03:18 PM	
2484600			Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Filter Membrane (1m) Inspection 1536	COMP	10/1/21 12:00 AM	12/6/21 11:56 AM	12/6/21 11:56 AM	
2567344	0000063247	GENERATOR TALBOTVILLE DIESEL	Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Generator Diesel Testing (1m) 1536	COMP	12/1/21 12:00 AM	1/24/22 11:48 AM	1/24/22 11:48 AM	
2435770			Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Carbon Filter Cleaning Inspection (1m / 1y) 1536	CLOSE	9/1/21 12:00 AM	11/30/21 02:44 PM	11/30/21 02:44 PM	
2436692			Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Filter Membrane (1m) Inspection 1536	CLOSE	9/1/21 12:00 AM	10/4/21 08:15 AM	10/4/21 08:15 AM	- Completed backwash on filter.
2483493			Talbotville WWTP	PM	Refurbish/ Replace/Repair	3	MONTHS	Pump Diaphragm Inspection/ Service (3m) 1536	CLOSE	10/1/21 12:00 AM	11/30/21 03:02 PM	11/30/21 03:02 PM	- Inspected pumps. Both appear to be working well. No issues.
2346695			Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	YEARS	Valve Butterfly Inspection/ Maintenance (1y) 1536	CLOSE	7/1/21 12:00 AM	8/3/21 07:45 AM	8/3/21 07:45 AM	- Exercised butterfly valves, no issues at the current moment.

Workorder Summary Report

Report Start Date: Jan 1, 2021 12:00 AM
Report End Date: Dec 31, 2021 11:59 PM
Location: 1536,1536-WWTV
Work Order Type: PM
Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
2390234			Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Carbon Filter Cleaning Inspection (1m / 1y) 1536	CLOSE	8/1/21 12:00 AM	9/14/21 03:47 AM	9/14/21 03:47 AM	
2390946			Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Filter Membrane (1m) Inspection 1536	CLOSE	8/1/21 12:00 AM	9/14/21 03:51 AM	9/14/21 03:51 AM	
2345647			Talbotville WWTP	PM	Refurbish/ Replace/Repair	3	MONTHS	BLOWERS inspection/service (3m/ 1y) 1536	COMP	7/1/21 12:00 AM	12/6/21 11:53 AM	12/6/21 11:53 AM	
2345655			Talbotville WWTP	PM	Refurbish/ Replace/Repair	3	MONTHS	Pump Diaphragm Inspection/ Service (3m) 1536	CLOSE	7/1/21 12:00 AM	8/3/21 07:41 AM	8/3/21 07:41 AM	- Inspected pumps, both have no issues and are working well.
2160526			Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Carbon Filter Cleaning Inspection (1m / 1y) 1536	CLOSE	3/1/21 12:00 AM	3/26/21 03:10 PM	3/26/21 03:10 PM	- Inspected and cleaned blower unit.
2161304			Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Filter Membrane (1m) Inspection 1536	CLOSE	3/1/21 12:00 AM	3/23/21 03:09 PM	3/23/21 03:09 PM	- Backwashed membrane
2252367			Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Carbon Filter Cleaning Inspection (1m / 1y) 1536	CLOSE	5/1/21 12:00 AM	6/1/21 10:56 AM	6/1/21 10:56 AM	- Check operation and condition of blower unit. Check level and condition of filter media (carbon). Check carbon tank and fiberglass piping. Check unit for abnormal or excessive noise and vibration.
2119153			Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	YEARS	Panel Control / Distribution Inspection/Service (1y) 1536	CLOSE	2/1/21 12:00 AM	6/3/21 08:47 AM	6/3/21 08:47 AM	- Check the alarm displays for proper operation. 2) Check indicator lights. 3) Check for unusual noise. 4) Check all meters for proper operation. 5) Check all control switches for proper operation.

Workorder Summary Report

Report Start Date: Jan 1, 2021 12:00 AM

Report End Date: Dec 31, 2021 11:59 PM

Location: 1536,1536-WWTV

Work Order Type: PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
2207140			Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Carbon Filter Cleaning Inspection (1m / 1y) 1536	CLOSE	4/1/21 12:00 AM	4/28/21 07:50 AM	4/28/21 07:50 AM	- Check unit for abnormal or excessive noise and vibration. Check carbon tank and fiberglass piping. Check level and condition of filter media (carbon). Check operation and condition of blower unit.
2208032			Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Filter Membrane (1m) Inspection 1536	CLOSE	4/1/21 12:00 AM	5/6/21 07:56 AM	5/6/21 07:56 AM	- Completed April 9.
2299396			Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Carbon Filter Cleaning Inspection (1m / 1y) 1536	CLOSE	6/1/21 12:00 AM	6/29/21 03:35 PM	6/29/21 03:35 PM	
2300166			Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Filter Membrane (1m) Inspection 1536	CLOSE	6/1/21 12:00 AM	6/1/21 03:34 PM	6/1/21 03:34 PM	- Completed monthly backwash of membranes.
2300549			Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	YEARS	Drive VFD Inspection (1y) - Route 1536	CLOSE	6/1/21 12:00 AM	7/5/21 08:04 AM	7/5/21 08:04 AM	
2345836			Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Carbon Filter Cleaning Inspection (1m / 1y) 1536	CLOSE	7/1/21 12:00 AM	7/12/21 08:15 AM	7/12/21 08:15 AM	
2346691			Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Filter Membrane (1m) Inspection 1536	CLOSE	7/1/21 12:00 AM	7/12/21 08:17 AM	7/12/21 08:17 AM	
2253132			Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Filter Membrane (1m) Inspection 1536	CLOSE	5/1/21 12:00 AM	5/6/21 07:58 AM	5/6/21 07:58 AM	- Completed membrane backwash.
2206960			Talbotville WWTP	PM	Refurbish/ Replace/Repair	3	MONTHS	Pump Diaphragm Inspection/ Service (3m) 1536	CLOSE	4/1/21 12:00 AM	4/29/21 03:16 PM	4/29/21 03:16 PM	- Check pumping capacity at various speed/strokes length. Check for leaks on pump, piping and related valves. Check for abnormal noise, vibration and odour.
2118436			Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Carbon Filter Cleaning Inspection (1m / 1y) 1536	CLOSE	2/1/21 12:00 AM	3/26/21 03:14 PM	3/26/21 03:14 PM	- Cleaned blower unit and verified proper operation.

Workorder Summary Report

Report Start Date: Jan 1, 2021 12:00 AM

Report End Date: Dec 31, 2021 11:59 PM

Location: 1536,1536-WWTV

Work Order Type: PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
2119124			Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	YEARS	Pneumatic Actuator Route Insp/ Service (1y) - 1536	CLOSE	2/1/21 12:00 AM	2/23/21 03:37 PM	2/23/21 03:37 PM	
2119151			Talbotville WWTP	PM	Refurbish/ Replace/Repair	1	MONTHS	Filter Membrane (1m) Inspection 1536	CLOSE	2/1/21 12:00 AM	2/23/21 03:36 PM	2/23/21 03:36 PM	
2483513			Talbotville WWTP	PM	Calibration	1	YEARS	METER FLOW CALBRATION (1y) 1536	CLOSE	10/1/21 12:00 AM	10/29/21 11:38 AM	10/29/21 11:38 AM	-Completed in April

APPENDIX D

**SGS Canada Inc.**

P.O. Box 4300 - 185 Concession St.
 Lakefield - Ontario - K0L 2H0
 Phone: 705-652-2000 FAX: 705-652-6365

Works #: 120003913**Project :** PO#017018

08-June-2021

OCWA-Elgin Hub (Talbotville WWTP)

Attn : Cindy Sigurdson

Date Rec. : 02 June 2021**LR Report:** CA30079-JUN21

9210 Graham Road
 West Lorne, ON
 N0L 2P0, Canada

Copy: #1

Phone: 519-768-9925

Fax:pdf

CERTIFICATE OF ANALYSIS

Final Report

Analysis	1: Analysis Start Date	2: Analysis Start Time	3: Analysis Completed Date	4: Analysis Completed Time	5: Bslq Bslq-Sludge Holding Tank
Sample Date & Time					02-Jun-21 11:32
Sampled By					Jen Smorowski
Temperature Upon Receipt [°C]	--	---	---	---	15.0
Total Solids [mg/L]	03-Jun-21	21:22	06-Jun-21	11:06	20900
Ammonia+Ammonium (N) [as N mg/L]	04-Jun-21	11:26	07-Jun-21	14:52	< 1
Nitrite (as N) [mg/L]	03-Jun-21	22:21	07-Jun-21	14:25	1.3
Nitrate (as N) [mg/L]	03-Jun-21	22:21	07-Jun-21	14:25	34
Nitrate + Nitrite (as N) [mg/L]	03-Jun-21	22:21	07-Jun-21	14:25	35
Arsenic [mg/L]	07-Jun-21	19:33	08-Jun-21	11:09	< 0.1
Cadmium [mg/L]	07-Jun-21	19:33	08-Jun-21	11:09	0.005
Cobalt [mg/L]	07-Jun-21	19:33	08-Jun-21	11:09	0.08
Chromium [mg/L]	07-Jun-21	19:33	08-Jun-21	11:09	0.47
Copper [mg/L]	07-Jun-21	19:33	08-Jun-21	11:09	9.3
Mercury [mg/L]	07-Jun-21	19:33	08-Jun-21	11:09	0.006
Potassium [mg/L]	07-Jun-21	19:33	08-Jun-21	11:09	55
Molybdenum [mg/L]	07-Jun-21	19:33	08-Jun-21	11:09	0.06
Nickel [mg/L]	07-Jun-21	19:33	08-Jun-21	11:09	0.31
Phosphorus (Total) [mg/L]	07-Jun-21	19:33	08-Jun-21	11:09	648
Lead [mg/L]	07-Jun-21	19:33	08-Jun-21	11:09	0.3
Selenium [mg/L]	07-Jun-21	19:33	08-Jun-21	11:09	< 0.1
Zinc [mg/L]	07-Jun-21	19:33	08-Jun-21	11:09	12
Temperature Upon Receipt [at London Lab °C]	---	---	---	---	18.8

Note: Metals and mercury were analyzed on the as-received sample.
 The E. coli value reported in CFU/1g dried weight was calculated using Total Solids and CFU/100ml.



SGS Canada Inc.

P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - K0L 2H0
Phone: 705-652-2000 FAX: 705-652-6365

Works #: 120003913

Project : PO#017018

LR Report : CA30079-JUN21

Carrie Greenlaw
Carrie Greenlaw
Project Specialist,
Environment, Health & Safety



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 14, 2022

PREPARED BY: Brent Clutterbuck, Drainage Superintendent

REPORT NO: DRA 2022-03

SUBJECT MATTER: Receive McIntosh Drain No. 2, 2022

Recommendation(s):

THAT Council for the Township of Southwold receive the drainage report for the McIntosh No. 2 2022 municipal drain;

THAT Council instructs the Clerk to send notice of drainage works as required under Section 41 of the Drainage Act; and,

THAT the meeting to Consider the Report will be held on Monday March 28, 2022, at 6:15pm.

Purpose:

To construct a municipal drain improvement under Section 78 of the Drainage Act.

Background:

Council previously received two requests to improve this drain by affected landowners. An on-site meeting was held, subsequent meetings were held with those affected by this drainage project. This report is a result of those meetings and requests of landowners.

A detailed description of the history of the drain and the recommendations of the engineer are described in detail on pages 1 through 4 of the attached report. The attached plan shows the location of the proposed works within the Township of Southwold.

Comments/Analysis:

The estimated cost of this drain is \$836,000.00. This project crosses the 401 to the west of Union Road. There is an estimated special assessment of \$356,872.00 to the Ontario Ministry of Transportation (MTO) which includes the cost to bore a 65 meter by 914mm pipe under Highway 401, install manholes and other drain pipes within the allowance, grout the abandoned pipes, monitoring and administration. When you add

the estimated Outlet and Benefit assessments to the MTO, the MTO estimated net assessment is \$479,124.00. This leaves an estimated \$356,872.00 to be assessed over the rest of the watershed.

This project will be tendered as two projects, one project to construct the bore under the 401 and install approximately 14 meters of the new drain into private property on both sides of the 401. The reason for this is so the contractor who wins the second tender to install the drain through farm fields will not need to dig within the 401 right of way on Drain "A" when doing their work. The field drain contract will include some work within the 401 right of way on Drain "B".

The grouting work to abandon the two existing drains under the 401 cannot be completed until the entire new drain is constructed. The engineer will add this work to both tenders to be circulated. This work will be separated from the main tender and in effect a third contract, depending on who is most cost effective to grouting these drains

Financial Implications:

Estimated assessments to the Township of Southwold

Fourth Line: \$17,170

Allowance between Lot 9 & 10: \$3,034.00

Watermains: \$895.00

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- ☐ Promoting residential, agricultural, commercial, and industrial development by ensuring policies and services are in place to support growth in The Township of Southwold.
- ☐ Promoting a healthy, naturally beautiful, and community-oriented municipality by encouraging and supporting involvement of volunteer organizations wishing to provide cultural and recreational activities in the Township of Southwold.
- ☒ Providing improved transportation and a strong commitment to asset management with a goal of maintaining the Township's infrastructure in the promotion of public safety
- ☐ Exercising good financial stewardship in the management of Township expenditures and revenues.
- ☒ Promoting public engagement, transparent government, and strong communications with all members of the community across various mediums for the strengthening of civic participation.

Respectfully Submitted by:
Brent Clutterbuck, Drainage
Superintendent
"Submitted electronically"

Approved by:
Lisa Higgs, CAO/Clerk
"Approved electronically"



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 14, 2022

PREPARED BY: Bryan Pearce, HBA, CPT, MCIP, RPP, Planner

REPORT NO: PLA 2022-04

SUBJECT MATTER: Consent Application E3-22 (Revised) – Comments to the County of Elgin – Follow-up Report

Recommendation(s):

THAT Council of the Township of Southwold receive Report PLA 2022-04 regarding Consent Application E3-22 (Revised) – Comment to the County of Elgin – Follow-up Report;

AND THAT Council of the Township of Southwold recommends approval of the Land Division Committee of County of Elgin for the consent application, File E3-22, subject to the Lower-Tier Municipal conditions in Appendix Two of Report PLA 2022-04;

AND FURTHER THAT Council of the Township of Southwold directs Administration to provide Report PLA 2022-04 as Municipal comments to the County of Elgin.

Purpose:

The proposal is a surplus farm dwelling lot creation from the farmlands at 35229 Third Line, that is surplus to the farm operations.

This report is a follow-up report to PLA 2022-01, as the application has been revised by the proponents to reduce the severed parcel's lot area and frontage, based on comments received from the Township and the Land Division Committee, heard at the January 26, 2022 Public Hearing at the Land Division Committee Meeting. Lot frontage of the severed parcel was reduced from 57 metres (187 feet) to 21.8 metres (71.59 feet) and lot area of the severed parcel was reduced from 2.6 hectares (6.42 acres) to 1.36 hectares (3.36 acres) respectively.

Background:

Below is a background information, in a summary chart:

Application	E3-22
Owner	Pioneer Hay Sales Ltd
Applicant	Jordan Fohkens, B. M. Ross and Associates
Legal Description	North Part Lot 9, Concession 3
Civic Address	35229 Third Line
Entrance Access	Third Line
Water Supply	Municipal Water
Sewage Supply	Privately owned and operated individual septic system
Existing Land Area	37.2 ha (91.9 ac)

Below is the detailed dimensions and land areas of the application, in a chart:

Application	Severed Parcel			Retained Parcel		
	Frontage	Depth	Area	Frontage	Depth	Area
E3-22	21.8 m (71.59 ft)	Irregular	1.36 ha (3.36 ac)	500.8 m (1,643 ft)	619 m (2,031 ft)	35.84 ha (88.56 ac)

The Public Hearing is scheduled for April 27, 2022 at the Elgin County Land Division Committee Meeting.

Figure One below, depicts the existing parcel of the Pioneer Hay Sales Ltd Lands.



The consent sketch, showing E3-22 is attached to this report as Appendix One for reference purposes.

Comments/Analysis:

Planning Policy Review:

Planning authorities must have regard to matters of Provincial interest, the criteria of the *Planning Act*, be consistent with the Provincial Policy Statement (PPS) and does not conflict with Provincial Plans. Within the Township of Southwold, they must also make decisions that conform to the County of Elgin Official Plan (CEOP) and Township of Southwold Official Plan (OP) and make decisions that represent good land use planning.

With regard to this proposal involving consents, the Planning Authority is the County of Elgin Land Division Committee, wherein the Municipality provides agency comments to the County of Elgin as part of their decision-making process.

PPS

The subject lands are within the Agricultural area (Section 2.3). Lot creation in agricultural areas is permitted for a residence surplus to a farming operation because of farm consolidation, provided that the new lot will be limited to a minimum size needed to accommodate the use and appropriate sewage and water services; and the planning authority ensures that new residential dwellings are prohibited on any vacant remnant parcel of farmland created by the severance, in accordance with Section 2.3.4.1(c) of the PPS. New land uses, including the creation of lots and new or expanding livestock facilities shall comply with the minimum distance separation formulae, in accordance with Section 2.3.3.3 of the PPS. The severed parcel is limited in area to accommodate the existing infrastructure associated with the existing dwelling; and the Applicant notes that there are livestock barns within 750 metres of the subject lands, as concurred by Planning Staff, but MDS-1 is exempt on the surrounding lands as per Guideline 9 of the MDS Guidelines, as there is no specific policies contained in the OP requiring this aspect.

No development is proposed with this consent, so there are no impacts to natural heritage (Section 2.1 of the PPS) or natural hazards (Section 3.1 of the PPS).

This proposal appears to be consistent with the PPS.

CEOP

The subject lands are designated Agricultural Area on Schedule 'A' Land Use in the CEOP. Section E1.2.3.4(b) of the CEOP permits the creation of new lots provided the local Official Plan supports their creation and if the lot is to be created to accommodate a habitable residence that has become surplus to a farming operation as a result of a farm consolidation provided that the development of a new residential use is prohibited on any retained parcel of farmland created by the consent to sever. The residence to be severed is habitable and is surplus to the owner's farming operations. The proposed severed parcel meets the MDS I setbacks. The residence is connected to the private on-site water well and the septic report that was submitted with the application states the septic system needs to be replaced. A condition to replace the septic system is recommended.

No development is proposed with this consent, so there are no impacts to natural heritage (Section D1.2) or natural hazards (Section D3.1).

Therefore, this proposal appears to conform to the CEOP.

OP

The subject lands are designated Agricultural on Schedule 'A' Land Use in the OP. The Woodlands on Schedule 'B' overlay apply to a portion of the proposed retained parcel and the Hazard Lands on Schedule 'B-1' overlay apply to a portion of the proposed retained parcel.

Section 4.1 of the OP contains Agricultural land use policies in which agricultural uses and limited residential uses are permitted.

Section 6.8.6(e) Agricultural Consent policies for residences surplus to the needs of a farm operation state land severances in the Agricultural Area may be permitted for a habitable farm dwelling made surplus to the needs of a farm operation, as a result of farm consolidation, subject to the following conditions:

- i) the retained farm parcel will be zoned so as to prohibit the construction of any additional dwellings;
- ii) the non-farm parcel will be zoned to recognize the non-farm residential use;

- iii) Minimum Distance Separation I provisions can be met.

The proposed severance application demonstrates that the residence is surplus to the farm owner's farming operation. There are livestock operations within the 750 metres, as documented in the application, but MDS-I is exempt for surplus farm dwellings on the adjacent lands since there is no specific policies within the OP, as per Guideline 9 of the MDS Guideline.

Section 5.7.1 of the OP, Sanitary Sewage and Water Services policies require that existing sewage and water services be adequate. The existing septic system is in very poor condition and needs to be replaced. As contained in their application submission.

Section 2.1 of the OP, Natural Heritage Features and Areas and Hazard Lands prohibits buildings, structures, and alteration to lands designated Hazard Lands. Section 2.2 Natural Heritage Features and Areas states development and site alteration within a significant woodland and within 120 metres of the adjacent lands is subject to the EIS demonstrating no negative impacts to the feature and its ecological function. No buildings and/or structures are within the Significant Natural Features overlay and Hazard Lands overlay and no development is proposed on the proposed severed and retained parcels.

Therefore, this proposal appears to conform to the OP.

OP 2021

The OP 2021 has been adopted by Council on November 15, 2021; and will be reviewed against proposals, as the Township works through the approvals process.

The subject lands are designated Agricultural on Schedule '4' in the OP 2021. The Woodlands on Schedule '2' overlay apply to a portion of the proposed retained parcel and the Hazard Lands on Schedule '3' overlay apply to a portion of the proposed retained parcel. Section 5.1 permits agricultural uses. Section 7.23.4(e) permits surplus farm dwelling consents. No development is proposed with this consent, so there are no impacts to natural heritage (Section 4.1) or natural hazards (Section 4.2).

Therefore, this proposal appears to conform to the OP 2021.

Township of Southwold Comprehensive Zoning By-Law 2011-14 (ZBL)

The subject lands are zoned Agricultural 1 (A1), with the watercourses portion of the lands in the southeast corner subject to Conservation Authority Regulation Limits as shown in the Township of Southwold Zoning By-Law on Schedule 'A' Map 2, as depicted in Figure Two below.



The A1 Zone permitted uses includes agricultural use and single detached dwelling. The regulations for a lot legally used for a single detached dwelling created by consent are subject to reduced lot requirements. The A1 Zone Subsection 5.2(g) Reduced Lot Requirements regulates lots created for single detached dwellings surplus to farm operations. The minimum lot area permitted is 1,858.0 square metres (20,000.0 square metres). The maximum lot area permitted is 6,000 square metres (1.48 acres). The minimum lot frontage is 30.0 metres (98.0 feet).

The proposed severed parcel area of approximately 13,612 square metre (3.36 acre) parcel with a frontage of 21.82 metres (71.59 feet), not complying with the Subsection 5.2 (g) requirements of the ZBL for maximum land area and minimum lot frontage requirements respectively. The severed parcel would need to be rezoned to A1-XX, with the special provision created in order to recognize the lot area and lot frontage of the lot being created, as a condition of approval.

The proposed retained parcel would need to be rezoned to implement the proposed lot creation by zoning it to the A3 Zone, as a condition of consent. The A3 Zone prohibits dwellings, which is required as part of a surplus farm dwelling severance.

Section 3.11 Hazard Lands states no permanent buildings or structures with the exception of those designated, used or intended for flood or erosion control purposes shall be erected or used on lands which exhibit a hazardous condition unless a permit has been obtained by the applicable Conservation Authority. No development is proposed within this portion of the retained parcel, within the hazard lands.

Therefore, it would appear that the proposal would comply with the ZBL, subject to a zoning by-law amendment being required as a condition of consent.

Circulation Of The Application:

The original application was circulated, as a result of the revisions no additional circulation was warranted, as the comments will remain the same.

Township Department Comments

Comments received from the Township Department's are summarized below:

- Drainage Department:
 - Municipal drain reapportionment required on the McIntosh Drain No. 2, Ferrara Third Line, McArthur and Bogart Drains; and
 - Mutual Drain Agreement required.
- Financial Services Department:
 - No comments.
- Building Department:
 - Demolition permit will be required for the silo;
 - Septic permit will be required for new septic system; and
 - If the existing barn was previously used for livestock a change of use permit will be required to change to an accessory structure only.
- Infrastructure Department:
 - No concerns.
- Roads Department:
 - No concerns.

Planning Staff notes that this can be addressed as a condition of approval for a reapportionment, silo removal and septic replacement. The existing barn doesn't appear

that it was used for livestock, as further evaluated in the application, the only nearby livestock barn is the farmstead to the east, used for horses.

Additional Comments:

The recommended Township conditions for consent application E3-22 is attached to this report as Appendix Two for reference purposes.

The revised plan letter from B. M. Ross and Associates Limited, dated March 2, 2022 is also attached for information purposes.

Financial Implications:

None. Application fees were collected in accordance with the Township's Tariff of Fees By-law, as amended time to time.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- ☒ Promoting residential, agricultural, commercial, and industrial development by ensuring policies and services are in place to support growth in The Township of Southwold.
- ☐ Promoting a healthy, naturally beautiful, and community-oriented municipality by encouraging and supporting involvement of volunteer organizations wishing to provide cultural and recreational activities in the Township of Southwold.
- ☐ Providing improved transportation and a strong commitment to asset management with a goal of maintaining the Township's infrastructure in the promotion of public safety
- ☐ Exercising good financial stewardship in the management of Township expenditures and revenues.

☒ Promoting public engagement, transparent government, and strong communications with all members of the community across various mediums for the strengthening of civic participation.

Summary/Conclusion:

Therefore, it is Planning Staff's opinion that the proposed surplus farm dwelling lot creation consent, would appear to be consistent with the PPS, conforms to the CEOP and conforms to the OP, complies with the ZBL (subject to relief); and that Council recommends to the County of Elgin that the consent be approved, subject to the lower-tier municipal conditions listed in this report.

The County of Elgin, as the Planning Approval Authority, will have to review the application accordingly against the planning documents (PPS, CEOP, OP and ZBL) and obtain comments from the other agencies and members of the public through the public consultation process, as part of their decision-making on the planning application.

Respectfully submitted by:

**Bryan Pearce, HBA, CPT, MCIP, RPP
Planner**

Approved for submission by:

**Lisa Higgs
CAO/Clerk**

Appendices:

1. Appendix One: Consent Sketch E3-22 (Revised)
2. Appendix Two: Consent Application E3-22 Conditions
3. Appendix Three: B. M. Ross and Associates Limited Revised Plan Letter, dated March 2, 2022

CONSENT SKETCH E3-22

AREA OF
PARCEL "A" TO BE SEVERED
= 13612 SQUARE METRES
(3.36 ACRES)

AGRICULTURAL

BE SEVERED

SOUTHWOLD

AREA OF
2 STOREY DWELLING
& COVERED PORCH
107.2 S.Q.M.

AGRICULTURAL

PARCEL "B"
TO BE RETAINED

→ DENOTES GUY WIRE
 • DENOTES HYDRO POLE
 ■ DENOTES BELL PEDESTAL
 ⊕ DENOTES APPROXIMATE LOCATION OF SEPTIC TANK

30 HARVEY STREET, TILSONBURG ONTARIO, N4G 3J8
PHONE: 519-842-3638 FAX: 519-842-3639

PROJECT: 21-17021 REFERENCE: FILE

Report PLA 2022-04:

Consent Application E3-22 (Revised) – Comments to the County of Elgin – Follow-up Report

Appendix Two: Consent Application E3-22 Conditions

Consent Application E3 -22 Conditions:

1. That the Applicant meet all the requirements, financial and otherwise of the Municipality, to the satisfaction and clearance of the Municipality.
2. That the Applicant provides a description of the lands to be severed which can be registered in the Land Registry Office, to the satisfaction and clearance of the Municipality.
3. That the Applicant's Solicitor provides an undertaking to the Municipality, to provide a copy of the registered deed for the severed parcel once the transaction has occurred to the Municipality.
4. That the Applicant successfully apply to the Municipality for a Zoning By-law Amendment and to rezone the severed and retained parcels and having such rezoning of the Zoning By-law come into full force and effect pursuant to the Planning Act, to the satisfaction and clearance of the Municipality.
5. That the Applicant have a drainage reapportionment completed pursuant to the *Drainage Act*, to the satisfaction and clearance of the Municipality.
6. That the Applicant provide a Mutual Drain Agreement pursuant to the Drainage Act, to the satisfaction and clearance of the Municipality.
7. That the Applicant have a septic system assessment be completed by a qualified individual, on the proposed severed parcel to ensure that the lands are suitable for a privately owned and operated septic system, to the satisfaction and clearance of the Municipality.
8. That the Applicant obtain a septic permit for the removal of the existing septic system and install a new septic system by a qualified contractor on the severed parcel, to the satisfaction and clearance of the Municipality.
9. That the Applicant have the existing silo demolished on the severed parcel, with all materials removed, to the satisfaction and clearance of the Municipality.
10. That the Applicant obtain a change of use permit for the existing barns that had capability of housing livestock, to ensure all capability of housing livestock has been removed, to the satisfaction and clearance of the Municipality.

11. That the Applicant's Solicitor provide a request for clearance of conditions to the Municipality, demonstrating how all the conditions of consent has been fulfilled, to the satisfaction and clearance of the Municipality.
12. That prior the final approval of the County, the County is advised in writing by the Municipality how the above-noted conditions have been satisfied.
13. That all conditions noted above shall be fulfilled within two years of the Notice of Decision, so that the County of Elgin is authorized to issue the Certificate of Consent pursuant to Section 53(42) of the *Planning Act*.

B. M. ROSS AND ASSOCIATES LIMITED
Engineers and Planners
2695 Hamilton Road, P.O. Box 400
Brights Grove, ON N0N 1C0
p. (519) 908-9564 www.bmross.net

File No.: 21335

March 2, 2022

County of Elgin
Land Division Committee
c/o Brian Lima, Acting Secretary-Treasurer
450 Sunset Drive
St. Thomas, Ontario N5R 5V1

**Re: Consent to Sever 35229 Third Line, Southwold
Revised Plan for Consent Application E3-22**

Dear Mr. Lima:

On behalf of Pioneer Hay Sales Ltd., we are pleased to resubmit a new site survey and request that Consent Application E3-22 be amended to reflect the revised severed and retained lands shown on the plan. The updated proposal would sever a smaller surplus farm dwelling lot with an area of 1.36 hectares (3.36 acres) and retain a larger agricultural parcel with an area of approximately 35.84 hectares (88.56 acres).

The proposed changes were made as a result of comments from the Township of Southwold, who expressed concerns with the size of the severed lot that was originally proposed. The size of the severed parcel has been reduced by 1.28 hectares (3.16 acres), which is 48% smaller than the severed lands in the original submission. While slightly larger than the area recommended by the Township, we feel that the lot size is consistent with the surrounding area, is less than what has recently been approved in the Township and is appropriate for the use.

Surrounding Area

As mentioned in the Planning Justification Report submitted with the application, the surrounding area has a number of non-farm lots that are larger than the size of the severed lands in this application. This includes numerous non-farm lots located on Second, Third, and Fourth Lines that are located within several kilometres of the property.

Directly across the street from the subject lands is a non-farm lot (35250 Third Line) with an area of approximately 3.1 acres. This lot contains approximately 0.8 acres of farmland, a large accessory building, and a dwelling that is setback approximately 139 metres from the front lot line (153 metres closer than the dwelling on the subject lands).

For these reasons, and as mentioned in the Planning Justification Report, we are of the opinion the proposed lot size in this application reflects the character of the agricultural area.

Previous Approvals for Surplus Farm Dwellings in Southwold

While the proposed severed lot would be consistent with nearby non-farm lots and much smaller than non-farm lots in the surrounding area, we recognize that many of these lots may have been created before current policy documents were in effect. For this reason, we reviewed recent lot division approvals in Southwold to determine the current direction for lot creation in the agricultural area of the Township.

As mentioned in the Planning Justification Report, there have been 29 amendments to allow surplus farm dwelling lots to be larger than what is allowed by the zoning regulations. Several of these site-specific zones allow lots of a similar size or larger than that proposed in this application, even though the dwellings are located much closer to the front lot lines than the subject lands. This includes a 3.48-acre parcel at 8115 Burwell Road (front yard depth of 13 metres) and a 3.01-acre parcel at 9509 Moore Line (front yard depth of 9 metres). Therefore, the proposed size of the severed lot in this application is consistent with non-farm lots that were recently approved in Southwold.

Appropriate Size for the Residential Use

The Township's zoning by-law requires surplus farm dwelling severances to have a maximum lot area of 1.48 acres. As shown in the table below, the dwelling would comply with the lot area requirements if it was located at the minimum depth required by the regulations.

Table 1- Front Yard Depth Comparison

	A1 Zone	Severed Lot
Front Yard Depth (min.)	19 metres	290 metres
Lot Area (max.)	6,000 square metres (1.48 acres)	13,612 square metres (3.36 acres)
Lot Frontage (min.)	30 metres	21.82 metres
Lot Area of Front Yard	570 square metres (0.14 acres)	7,952 square metres (1.96 acres)
Size of Parcel (Not Including Front Yard)	5,430 square metres (1.34 acres)	5,660 square metres (1.40 acres)

As shown in the table above, the lot area of the front yard of the severed lot is much larger than what typically exists for surplus farm dwelling lots, as it accounts for approximately 58% of the lot area (compared to less than 10%). This is mainly attributed to the laneway. If the dwelling was located at the depth allowed by the by-law, the lot size would have an area that would be marginally larger than by-law requirements and less than many surplus farm dwelling lots that have been recently severed.

The proposed severed parcel includes a laneway, dwelling, accessory buildings, and area for a new septic system (including weeping bed). The proposed severance would not remove any lands that are currently cultivated. While the lot would include large accessory buildings, they are no longer designed for agricultural use and the size is not uncommon in the area as additional storage space is typically required for larger lots (e.g., lawn machinery, larger vehicles, etc.).

Conclusion

As a farming operation, the owner wishes to retain as much agricultural land as possible. However, due to the physical characteristics of the site, it is not feasible or practical to sever the lands with a lot area less than 3.36 acres. The proposed severance is consistent with the surrounding agricultural area, has a lot area that is less than what has been recently approved, and would comply with all zoning standards if the dwelling was located closer to the road.

For these reasons, and as mentioned in the Planning Justification Report, we are of the opinion the proposed land severance is in the public interest, is consistent with the Provincial Policy Statement, conforms to the County of Elgin and Township of Southwold Official Plans, and meets the criteria for a successful consent identified in the Planning Act.

Thank you for providing us with the opportunity to amend this consent application and for your assistance during this process. We look forward to meeting with the Land Division Committee in the near future to discuss this proposal.

Yours very truly,

B. M. ROSS AND ASSOCIATES LIMITED

Per *Jordan Fohkens*
Jordan Fohkens,
Planner



Per *Matt Pearson*
Matt Pearson, MCIP RPP
Senior Planner

Encl.

cc. Brett Fleming, Pioneer Hay Sales Ltd.
Dan McKillop, Peak Professionals Realty Inc.
Bryan Pearce, Planner (Township of Southwold)
Lisa Higgs, Chief Administrative Officer (Township of Southwold)

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PARCEL "A" TO BE SEVERED
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PARCEL "B"
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SOUTHWOLD

AREA OF DWELLING
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PROJECT: 21-17021 REFERENCE: FILE



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 14, 2022

PREPARED BY: Jeff McArthur, Director of Fire Services/Fire Chief

REPORT NO: FIR 2022-02

SUBJECT MATTER: Activity Report for the Fire Chief February 2022

Recommendation(s):

None – For Council Information.

Purpose:

To update Council on Fire Department Activities for February 2022.

Background:

Department updates on its activities and meeting(s) since last report:

- a. Calls for service – a total of 13 emergencies were responded to in the month of February including four MVCs.
- b. Two fire inspections were completed.
- c. Firefighters conducted a Door-to-Door Alarm Campaign on Family Day to remind residents of the need for working Smoke and Carbon Monoxide Alarms. Targeted areas included Iona Station, Lawrence Station, and Paynes Mills. Approximately 50 homes were visited during the Campaign including a few follow up requests.
- d. The former Fire Chief Ford Taurus has been sold.
- e. The department is returning to a regular training schedule. Covid-19 precautions remain in place.

Report on any outstanding /unresolved concerns, issues:

- a. None.

Training Undertaken by Staff:

- a. Department training included: annual medical recertification.

- b. Two members are attending NFPA 1021 Fire Officer Level 3 through the Elgin County Regional Training School.
- c. Five recruits are attending NFPA 1001 Firefighter Recruit training through the Elgin County Regional Training School.
- d. One member is attending 1031 Fire Inspector Level 1 in Oxford County.
- e. One member attended NFPA 1035 Fire & Life Safety Educator in Oxford County.

Capital Project Progress :

2021	Budget	Status/Comments
Shedden Station - Training area development	\$25,000	
Talbotville Fire Station	\$500,000	Pending land acquisition

2020	Budget	Status/Comment
Shedden Digital Sign	20,000.00	In Progress
Talbotville Station - Land, Planning, Engineering	350,000.00	Awaiting land acquisition
2019	Budget	Status/Comment
Automatic Door Closure	500.00	
Shedden Digital Sign Base	5,000.00	In progress

Financial Implications:

None.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- ☐ Promoting residential, agricultural, commercial, and industrial development by ensuring policies and services are in place to support growth in The Township of Southwold.
- ☐ Promoting a healthy, naturally beautiful, and community-oriented municipality by encouraging and supporting involvement of volunteer organizations wishing to provide cultural and recreational activities in the Township of Southwold.
- ☐ Providing improved transportation and a strong commitment to asset management with a goal of maintaining the Township's infrastructure in the promotion of public safety
- ☐ Exercising good financial stewardship in the management of Township expenditures and revenues.
- ☒ Promoting public engagement, transparent government, and strong communications with all members of the community across various mediums for the strengthening of civic participation.

Respectfully Submitted by:
Jeff McArthur, Fire Chief
"Submitted electronically"

Approved by:
Lisa Higgs, CAO/Clerk



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 14, 2022

PREPARED BY: Jeff McArthur, Director of Fire Services/Fire Chief

REPORT NO: FIR 2022-03

SUBJECT MATTER: Proposed Firefighter Certification

Recommendation(s):

None – for information.

Purpose:

To provide Council with information on the Proposed Firefighter Certification Regulation.

Background:

A Firefighter Certification Regulation has been proposed by the Ministry of the Solicitor General under the Fire Protection and Prevention Act (FPPA). This would establish mandatory certification requirements for fire protection services and firefighters across Ontario with a minimum four-year compliance window. The Southwold Fire Department already requires new recruits to acquire NFPA 1001 firefighter certification and many SFD firefighters already have certification in various standards. The Elgin-Middlesex Regional Fire School will be of great benefit regarding any further certification needs.

Some of the information needs further clarification, however a technical briefing that was recently presented to municipal representatives is included with this report for reference.

Financial Implications:

None presently. Ministry funding has been raised as a possibility. Regardless, maintaining or increasing the department's training budget will be necessary in future budgets.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- ☐ Promoting residential, agricultural, commercial, and industrial development by ensuring policies and services are in place to support growth in The Township of Southwold.
- ☐ Promoting a healthy, naturally beautiful, and community-oriented municipality by encouraging and supporting involvement of volunteer organizations wishing to provide cultural and recreational activities in the Township of Southwold.
- ☐ Providing improved transportation and a strong commitment to asset management with a goal of maintaining the Township's infrastructure in the promotion of public safety
- ☐ Exercising good financial stewardship in the management of Township expenditures and revenues.
- ☒ Promoting public engagement, transparent government, and strong communications with all members of the community across various mediums for the strengthening of civic participation.

Respectfully Submitted by:
Jeff McArthur, Fire Chief
"Submitted electronically"

Approved by:
Lisa Higgs, CAO/Clerk

Proposed Firefighter Certification Regulation

Presented to: Municipal Representatives

Date: February 18, 2022

Purpose

1. To provide an overview of the proposed Firefighter Certification regulation, which is currently available for review and comment on the [Ontario Regulatory Registry](#) until February 28, 2022; and,
2. To address questions related to the proposed regulation.

Firefighter Training and Certification: Current State

- The *Fire Protection and Prevention Act, 1997* (FPPA) does not set minimum standards for firefighter training and certification (See Appendix A). Municipalities, as the employer, are required to provide information, instruction and supervision to protect the health and safety of workers under Section 25(2)(a) of the *Occupational Health and Safety Act, 1990*.
 - **Ontario Regulation 379/18: Firefighter Certification**, which established mandatory National Fire Protection Association (NFPA) certification requirements for firefighters in ten specific roles, was revoked in 2018 prior to coming into force.
- Training practices vary across fire departments in municipalities and territories without municipal organization in Ontario.
- Ontario provides certification testing for 45 National Fire Protection Association (NFPA) levels of certification and is accredited through the International Fire Service Accreditation Congress (IFSAC) and the Pro Board.
- There is a lack of flexibility in NFPA testing practices.
 - Prerequisites under the current model do not allow for flexibility or customization of training to local needs and service levels, resulting in training pressures on volunteer fire services.

Goal: To develop a standardized approach to firefighter training, which **protects firefighters and increases public safety** while providing flexibility for the local needs and service levels of municipalities across Ontario.



Key Considerations for Firefighter Certification



Protecting the Health and Safety of Firefighters

In the absence of provincial regulations specific to firefighters, they might not have the appropriate level of training to meet risks associated with service levels established in their municipality.



Level of Service

Stakeholders have raised concerns about minimum standards that would require training beyond the level of service being delivered, as well as exposure to liability if all firefighters are not certified to the minimum standard.



Addressing Legacy Provisions

Proposal would enable current fire service personnel to be certified to their current level and consider any time required for municipalities to adhere to the regulation.



Modernization of Firefighter Training

Proposal would create opportunities to better support training delivery and certification including the option to certify firefighters to higher standards.

Overview of the Proposed Regulation

The Ministry of the Solicitor General is proposing to file a regulation under the FPPA to establish mandatory certification requirements for fire protection services.

Mandatory Certification	Exceptions	Transition (Legacy Provisions)
<ul style="list-style-type: none">▪ Municipalities would ensure that a firefighter is certified to the prescribed NFPA job performance requirements to perform certain fire protection services (e.g., firefighter exterior attack).<ul style="list-style-type: none">○ The certification must be provided by the Fire Marshal, or an accreditation from the International Fire Safety Accreditation Congress (IFSAC) or a Pro Board seal for full NFPA standards.○ The prescribed compliance deadline for most fire protection services is July 1, 2026 (e.g., firefighter exterior attack) and July 1, 2028 for technical rescue services (e.g., rope rescue operations).	<ul style="list-style-type: none">▪ There are proposed exceptions for new firefighters (< 24 months) who are operating under the supervision of a firefighter certified to the required standard for a prescribed fire protection service as well as for firefighters who are temporarily assigned to perform a different fire protection service and are operating under the supervision of a firefighter certified to the standard for that service.▪ Firefighters would not be required to automatically re-certify if the corresponding certification requirements are subsequently updated or changed.	<ul style="list-style-type: none">▪ There would be a time-limited opportunity (until September 30, 2023) for fire departments to apply for a letter of compliance based on existing firefighters' previously completed training and existing skills and knowledge.<ul style="list-style-type: none">○ This process would only be available for fire protection services that do not require full NFPA certification and to firefighters who have been providing those services for a minimum number of years (2-4 years, depending on the service).○ The Office of the Fire Marshal would set out the required information for fire departments to submit.

Overview of the Proposed Approach

Level of Training	NFPA Standard	Minimum Level for Full Service Departments	Additional Level Available via OFM ASE	Ontario-Specific Standard	
Firefighter	NFPA 1001	Level II	N/A	Exterior Firefighter	Interior Firefighter
Fire Officer	NPFA 1021	Level I	Level II, III and IV	Team Lead – Exterior	Team Lead - Interior
Pump Operators	NFPA 1002	Chapter 5	N/A	Pump Operator	
Hazardous Materials	NPFA 1072	Operations	Awareness, Technician and Mission Specific	Haz Mat Operations added to Exterior/Interior	
Auto Extrication	For Ontario-Specific Standard Only			Auto Ex (FFII JPRs) added to Exterior/Interior	
Senior Fire Officer	Optional Certification (not in Regulation)			Senior Fire Officer I	Senior Fire Officer II
Level of Training	NFPA Standard	Minimum Level	Additional Level Available via OFM ASE	Notes	
Fire Inspector	NFPA 1031	Level I	Level II and III	For Section 2 - Fire Department must certify staff that work in these roles on a regular/expected basis (e.g. normal job assignment) to the minimum level AND increase to additional levels based on job roles and responsibilities. For Example: Live Fire requires lead instructor to be trained to NFPA 1041 Level II Inspections of Flammable/Combustible liquids properties requires NFPA 1031 Level II Calltaker/Dispatcher requires NFPA 1061 Level II	
Fire Investigator	NFPA 1033	Chapter 4	N/A		
Fire Life Safety Educator	NFPA 1035	Educator I	Educator II and PIO		
Training Officer	NFPA 1041	Level I	Level II and III		
Emergency Communicators	NFPA 1061	Level I	Level II		
Incident Safety Officer	NFPA 1521	Chapter 5	N/A		

Overview of the Proposed Approach, cont.

Level of Training	NFPA Standard	Minimum Level		Additional Level Available via OFM ASE	Section 3 Notes
Common Passenger Vehicle Rescue	NFPA 1006	Awareness	Training only, not required to Certify (see Section 3 Note)	Operations and Technician	<p>For Section 3 – Any Fire Department that expects to respond to any technical rescue emergency calls should train their firefighters to minimum of Awareness Level (however, they do not have to certify via ASE).</p> <p>Additionally, any firefighters that operate at a higher level at these calls would be required to be certified to the applicable level (operations or technician based on response levels)</p> <p>This includes NFPA 1072 – Haz Mat as well (although it is listed in Section 1 for clarity)</p>
Heavy Vehicle Rescue	NFPA 1006	Awareness		Operations and Technician	
Surface Water	NFPA 1006	Awareness		Operations and Technician	
Swift Water	NFPA 1006	Awareness		Operations and Technician	
Ice Water	NFPA 1006	Awareness		Operations and Technician	
Trench Rescue	NFPA 1006	Awareness		Operations and Technician	
Confined Space	NFPA 1006	Awareness		Operations and Technician	
Structural Collapse	NFPA 1006	Awareness		Operations and Technician	
Rope Rescue	NFPA 1006	Awareness		Operations and Technician	

Implementation Considerations

Input from municipal and fire safety stakeholders (see Appendix B) informed the proposed regulation, including the implementation considerations.

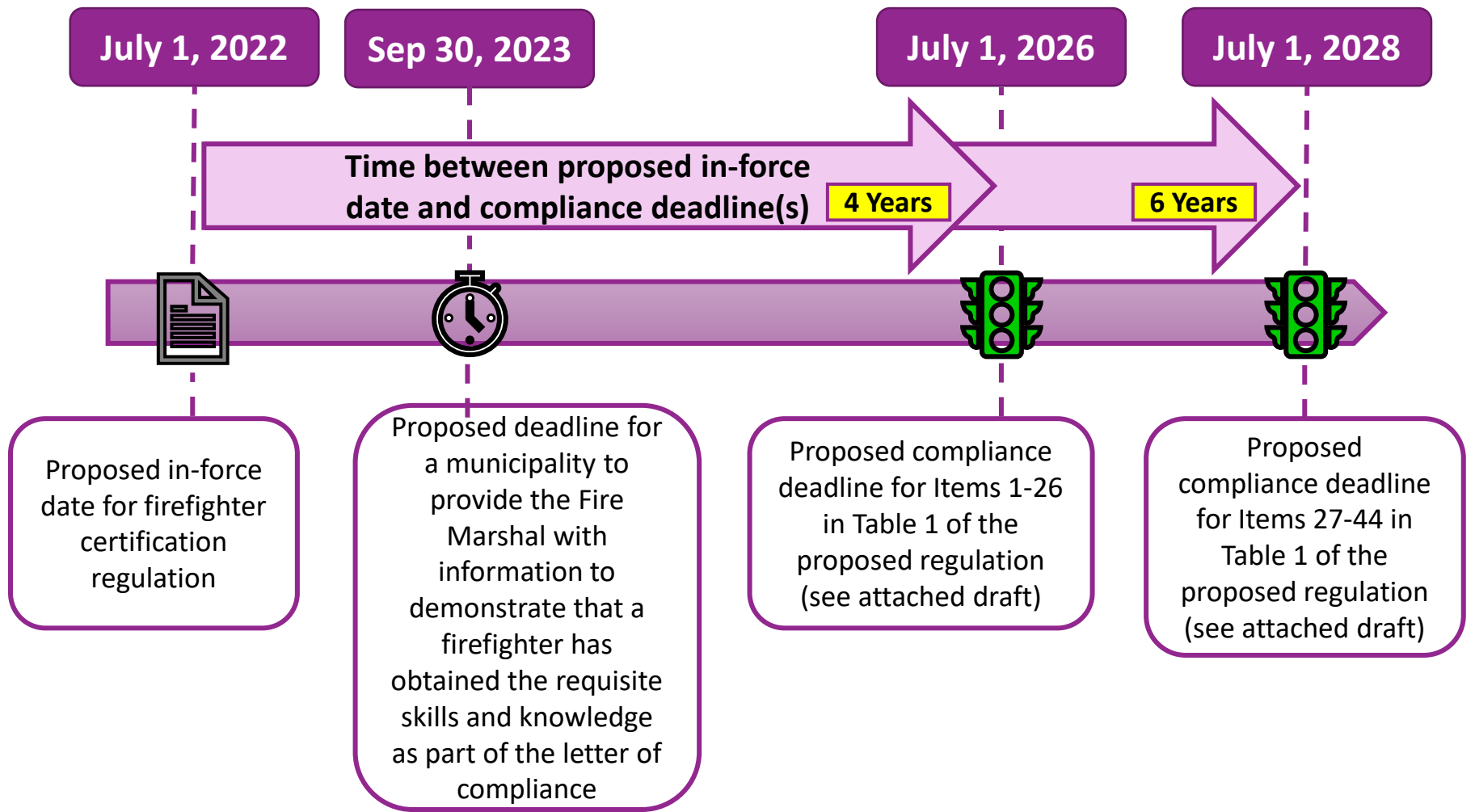
Flexibility	Training
<ul style="list-style-type: none">▪ The proposed approach would provide flexibility to meet local training needs based on the level of fire protection service set by municipal council.▪ If the local level of service exceeds the minimum standard set out in the proposed regulation, the Office of the Fire Marshal would continue to provide certification to full NFPA standards at no cost.▪ Municipalities that require assistance in reviewing their Establishing and Regulating bylaw and level of service are encouraged to contact their Fire Protection Adviser at the Office of the Fire Marshal.	<ul style="list-style-type: none">▪ Many fire departments already train to a higher standard than the proposed minimum certification requirements.▪ Fire departments would continue to train according to the local level of fire protection service.

Implementation Considerations, cont.

Compliance	Administration
<ul style="list-style-type: none"> ▪ Staggered timelines are proposed to help ensure fire departments have sufficient time to: <ul style="list-style-type: none"> ○ Certify new firefighters (2026 for most fire protection services; 2028 for technical rescue). ○ Submit “legacy” applications for eligible firefighters (would be able to apply until September 2023). ▪ To meet the new requirements in the proposed regulation, municipalities and their fire departments are encouraged to plan out the next four to six years of training. ▪ The FM has the power to monitor, review and advise municipalities respecting the provision of fire protection services. This includes designated OFM sections monitoring/reviewing the requirements of minimum certification. ▪ The OFM would take a phased approach to enforcement: <ul style="list-style-type: none"> ○ Review concerns with the Fire Chief, ○ Address concerns with the CAO, ○ Failing the above points, the FM would consider additional options to communicate to the public. ▪ The Fire Marshal reserves the right to: <ul style="list-style-type: none"> ○ Use enforcement measures available under the FPPA ○ Refer the issue to the MLTSD given the potential impact to firefighter health and safety 	<ul style="list-style-type: none"> ▪ Some administrative costs are estimated based on the potential value of time it may take municipal fire departments to: <ul style="list-style-type: none"> ○ Familiarize themselves with the regulation. ○ Maintain training records. ○ Complete one-time legacy applications (estimated one hour per application). ▪ The estimated range (between \$290 to \$1400 per fire department) would depend on the size of the department and number of legacy applications for eligible firefighters. <ul style="list-style-type: none"> ○ This estimated cost range does not capture any associated training costs which are expected to be minimal as most fire departments are anticipated to already be training to the service level established by their municipality.

The Office of the Fire Marshal is developing resources to support implementation.

Timeline for Proposed Regulation



Next Steps

- The Office of the Fire Marshal to review feedback received through multiple technical briefings (i.e., All Fire Chief Town Hall sessions) with municipal Fire Chiefs and continue to address any comments/questions received about the proposed regulation.
- Ministry to review and incorporate feedback on the proposed Firefighter Certification regulation received through the Ontario Regulatory Registry.

Questions and Discussion



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 14, 2022

PREPARED BY: Peter Kavcic, Director of Infrastructure and Development Services
Paul Van Vaerenbergh, Public Works Superintendent
Brent Clutterbuck, Drainage Superintendent
Kevin Goodhue, Water/Wastewater & Compliance Superintendent

REPORT NO: ENG 2022-07

**SUBJECT MATTER: Activity Report for Infrastructure and Development team -
February 2022**

Recommendation(s):

None – For Council Information.

Purpose:

The purpose of the report is to update Council on the Infrastructure and Development Services team activities for February 2022.

Background:

Development

- Team had pre-consultation meeting on the development at 35743 Horton Street
- Coordinated several resident questions and concerns regarding development build out

Infrastructure

a) Water and Sanitary

- Administratively approved for SCG Flowmetrix to complete the review of infiltration in the sanitary sewers for Talbotville Gore Road
- Team finalized consolidate linear infrastructure ECA application and sent to Ministry
- Team initiated Shedden WWTP kick off meeting
- Worked through several locate requests
- Completed Neptune training on the new software for water meters
- Reviewed water inventory to understand future needs
- Worked through updating digital records in Laserfiche

- Preparing for water meter readings that will start in March

b) Roads and Bridges

- Heavy rain and snow melt resulted in washouts on various gravel roads, one of these washouts on Middle River Rd is quite severe and will require repairs to the existing drainage system this spring.

2022 Capital Project Process:

2021	Budget	Status/Comment
Roads		
Talbot Meadows		Surface asphalt and deficiencies in Spring
Second Line Culvert		Minor restoration work
2022	Budget	Status/Comment
Water and Sewer		
Flow Meter Study	\$15,000	Work commencing May 1
Shedden and Fingal Sewer/WWTP		Had kick off detailed design meeting and consultants starting to gather background information
Roads		
Hard Surface Projects	325,000.00	Lake Line and Scotch Line planned for this year
Public Works Building	\$200,000	Design and Engineering. RFP closes March 17 th
Sidewalk Strategy	\$10,000	Staff to review settlement area sidewalk map. Target Summer 2022
Lynhurst Subdivision	\$2,975,000	Coordinating with contractor for project schedule. Looking like a June 2022 start date.

c) Drainage:**Drains Before Council:**Construction:

- There are no new drains before Council or in the queue waiting to be constructed at this time.

In the hands of the Engineer

- **McIntosh #2 Drain (Sept 15):** Report to receive the report is included on the March 14th 2022 agenda.
- **Ryan Drain (Sept 19):** Discussions with the Engineer, drainage superintendent has located R-plans and initial lot grading plans for the area. We have asked the developer to obtain the completion certificates confirming compliance with the plans from the designing engineer for the SWM facility and lot grading
- **Luton Drain (July 08)** Met with Engineer to discuss, now reviewing draft plan and confirming ownership of various parcels
- **Third Line – Magdala Drain (formerly Con 3, Lot 5 Drain): (June 12)** Council returned to Engineer.
- **Bogart Drain Ext. (Dec 15):** The proponent has asked that this drain be put on hold for the time being.
- **GH Pennings Drain:** Survey has been substantially completed. The Engineer is working on his proposal.
- **Taylor Drain: (Mar. 21):** An Onsite meeting was held July 14th, 2021 with affected landowners. The engineer has been in contact with MTO.
- **A&C Jones Drain(July 21):** Surveying is completed and the engineer is working on their proposal.

Drains Initiated in Neighboring Municipalities:

- **Marr Drain (2012):** (Central Elgin). Central Elgin has awarded the contract to J-AAR excavating for \$42,000, \$5,500 over the estimate. Pre-construction meeting was held with KCCA and the owner. Expected start date is Nov 1, 2021, weather permitting

- **Lake Road Diversion Drain (2013)** (Central Elgin). Central Elgin has contracted Lamers Excavating to work with Central Elgin Staff to complete the project for \$30,023.00 or about 119% of the Engineers

Maintenance:

- Work being assigned as requests coming in.
- Drainage Superintendent has been out in the field looking at maintenance requests and fielding landowner questions.

Grant Applications:

- Construction Grant applications submitted for the Barber Drain and Turville #2
- We have been recently been receiving grant funding from OMAFRA for applications that were submitted last year

Railways

- The Township of Southwold was part of a multi municipality presentation to the Minister of Agriculture with regards to ongoing concerns with working with national railways under the Drainage Act. We have submitted the information requested by the Minister that we have on file
- On February 2nd, Brent was appointed by the Elgin/Middlesex/Lambton chapter of the Drainage Superintendents Association to sit on a provincial board committee to discuss and work on the concerns this municipality and many others have with dealing with national railways. I have still not heard from the provincial association to set an inaugural meeting of the committee

2022 Capital Project Process:

2022	Budget	
McIntosh #2	20,933	Report to receive on March 14 agenda

Financial Implications:

None.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- ☐ Promoting residential, agricultural, commercial, and industrial development by ensuring policies and services are in place to support growth in The Township of Southwold.
- ☐ Promoting a healthy, naturally beautiful, and community-oriented municipality by encouraging and supporting involvement of volunteer organizations wishing to provide cultural and recreational activities in the Township of Southwold.
- ☐ Providing improved transportation and a strong commitment to asset management with a goal of maintaining the Township's infrastructure in the promotion of public safety
- ☐ Exercising good financial stewardship in the management of Township expenditures and revenues.
- ☒ Promoting public engagement, transparent government, and strong communications with all members of the community across various mediums for the strengthening of civic participation.

Respectfully Submitted by:
Infrastructure and Development
Services Team
"Submitted electronically"

Approved by:
Lisa Higgs, CAO/Clerk
"Approved electronically"



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 14, 2022

PREPARED BY: Peter Kavcic, Director of Infrastructure and Development Services

REPORT NO: ENG 2022-08

SUBJECT MATTER: Township and Eh!tel Networks Inc. – Telecommunications Equipment Consent and Road User Agreement

Recommendation(s):

THAT Council approve and authorize the execution of the proposed Township of Southwold and Eh!tel Networks Inc. Telecommunication Equipment Consent and Road User Agreement.

Purpose:

The purpose of this report is to seek Council approval to execute the Township of Southwold and Eh!tel Networks Inc. (Eh!tel) Telecommunication Equipment Consent and Road User Agreement, as attached in Schedule 'A'.

Background:

Eh!tel is a local telecommunication distributor/provider proposing to extend fiber-optic installations within Elgin County, as shown in Figure 1. Eh!tel is planning to install telecommunication services along Elgin County road allowances, Township of Southwold road allowances and Dutton Dunwich road allowances to improve telecommunication services within unserved or poorly serviced areas in Elgin County.

The proposed agreement will apply to all future infrastructure work with Eh!tel within the Township of Southwold Road allowances. Staff consulted with Elgin County and Municipality of Dutton Dunwich, to confirm that our agreements are consistent between municipal partners. Elgin County Staff recently provided a similar agreement to County Council on February 8, 2022 requesting approval to execute their agreement between Eh!tel.

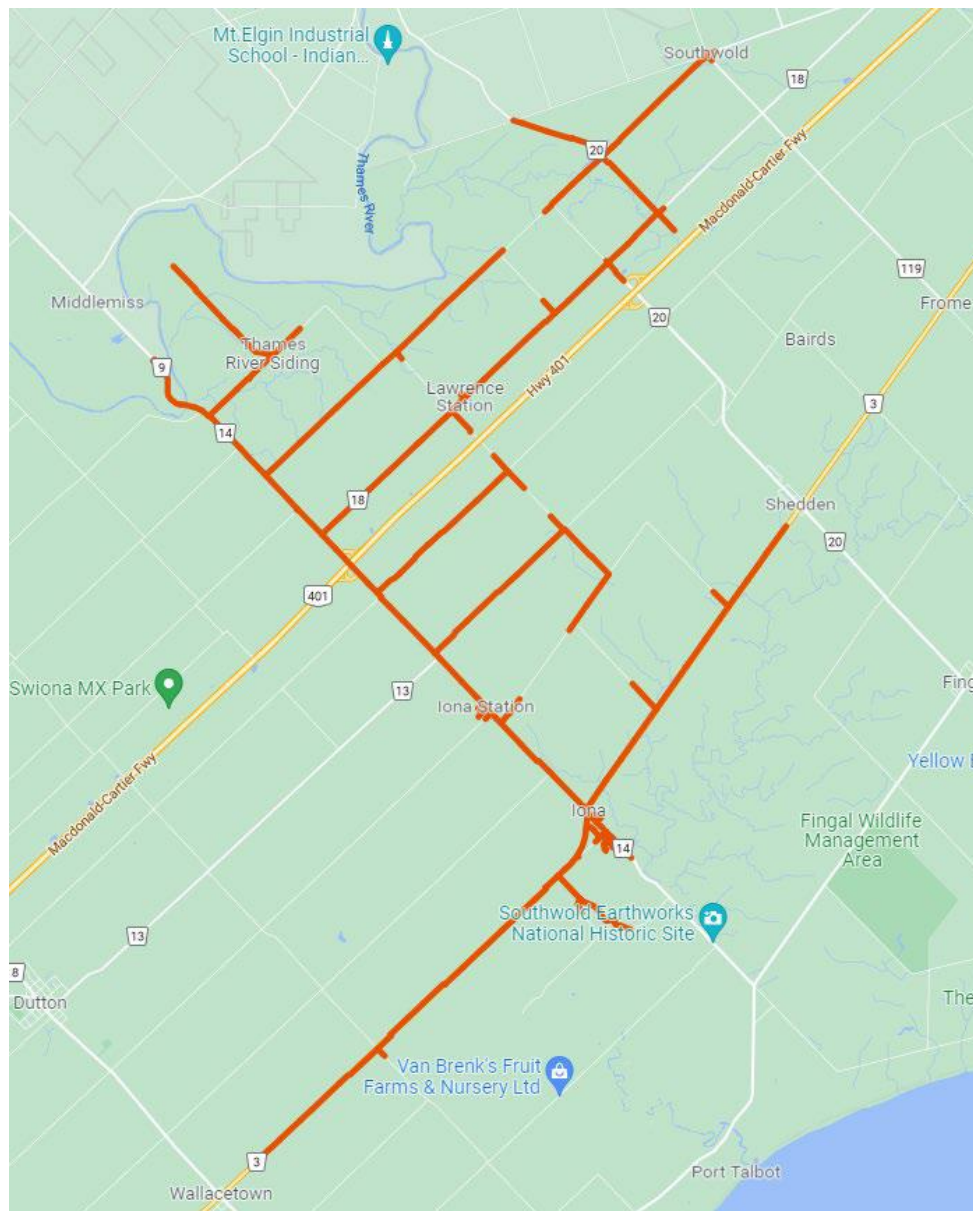


Figure 1 – Map of proposed telecommunication installation

Financial Implications:

There are no financial implications to the Township. As part of this agreement, the Township will collect fees for the infrastructure installed. Eh!tel will also be required to complete a road occupancy permit prior to work taking place on a Township road allowance.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- ☒ Promoting residential, agricultural, commercial, and industrial development by ensuring policies and services are in place to support growth in The Township of Southwold.
- ☐ Promoting a healthy, naturally beautiful, and community-oriented municipality by encouraging and supporting involvement of volunteer organizations wishing to provide cultural and recreational activities in the Township of Southwold.
- ☐ Providing improved transportation and a strong commitment to asset management with a goal of maintaining the Township's infrastructure in the promotion of public safety
- ☐ Exercising good financial stewardship in the management of Township expenditures and revenues.
- ☒ Promoting public engagement, transparent government, and strong communications with all members of the community across various mediums for the strengthening of civic participation.

Respectfully Submitted by:
Peter Kavcic, P.Eng.
Director of Infrastructure and
Development Services
"Submitted electronically"

Approved by:
Lisa Higgs, CAO/Clerk
"Approved electronically"

SCHEDULE 'A'

TELECOMMUNICATIONS EQUIPMENT CONSENT and ROAD
USER AGREEMENT

This Agreement made effective the day of , 20 (the “Effective Date”).

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

(hereafter the "**Township**")

OF THE FIRST PART

- and -

EH!TEL NETWORKS INC.

(hereafter the "**Company**")

OF THE SECOND PART

WHEREAS:

- A. The Company is a “Canadian carrier” as defined in the *Telecommunications Act*, S.C. 1993, c.38 (“**Telecom Act**”) or “distribution undertaking” as defined in the *Broadcasting Act*, S.C. 1991, c.11 (collectively, a “**Carrier**”) and is subject to the jurisdiction of the Canadian Radio-television and Telecommunications Commission (the “**CRTC**”);
- B. In order to operate as a Carrier, the Company requires to construct, maintain and operate its Equipment in, on, over, under, across or along (“**Within**”) the highways, streets, road allowances, lanes, bridges or viaducts which are under the jurisdiction of the Township (collectively, the “**Rights-of-Way**” or “**ROWS**”);
- C. Pursuant to section 43 of the *Telecom Act*, the Company requires the Township’s consent to construct its Equipment Within the ROWs and the Township is willing to grant the Company a non-exclusive right to access and use the ROWs; provided that such use will not unduly interfere with municipal operations, equipment or installations and the public use and enjoyment of the ROWs, nor any rights or privileges previously conferred or conferred after the Effective Date by the Township on Third Parties to use or access the ROWs; and
- D. The Parties have agreed that it would be mutually beneficial to outline the terms and conditions pursuant under which the Township hereby provides its consent;

NOW THEREFORE in consideration of the mutual terms, conditions and covenants contained herein, the Parties agree and covenant with each other as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** In this Agreement, the following words and phrases shall have the following meanings:

- (a) “**Affiliate**” means “affiliate” as defined in the *Canada Business Corporations Act*;
- (b) “**Anti-Bribery Law**” means any anti-bribery law or international convention, as may apply now or in the future, including the Canadian Corruption of Foreign Public Officials Act, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and the OECD Convention on Combating Bribery of Foreign Public Officials;
- (c) “**Township Engineer**” means, in order of priority, the Director of Infrastructure and Development Services for The Corporation of the Township of Southwold or, in the absence of an individual in that position, the Township Engineer for The Corporation of the Township of Southwold, or , in the absence of an individual in either such positions, an entity or individual appointed by Council of the said The Corporation of the Township of Southwold to perform the normal duties of a Township Engineer, or his, her, or its designate;
- (d) “**CRTC**” means the Canadian Radio-television and Telecommunications Commission.

- (e) “**Emergency**” means an unforeseen situation where immediate action must be taken to preserve the environment, public health, safety or an essential service of either of the Parties;
 - (f) “**Equipment**” means the transmission and distribution facilities owned by the Company and/or its Affiliates, comprising fibre optic, coaxial or other nature or form of cables, pipes, conduits, poles, ducts, manholes, handholds and ancillary structures and equipment located Within the ROWs;
 - (g) “**Hazardous Substance**” means any harmful substance including, without limitation, electromagnetic or other radiation, contaminants, pollutants, dangerous substances, dangerous goods and toxic substances, as defined, judicially interpreted or identified in any applicable law (including the common law);
 - (h) “**Municipal Consent**” or “**MC**” means the written consent of the Township, with or without conditions, to allow the Company to perform Work Within the ROWs that requires the excavation or breaking up of the ROWs;
 - (i) “**Permit**” means a Municipal Consent or a Road Permit or both;
 - (j) “**Road Permit**” means a permit issued by the Township in accordance with applicable Township by-laws, which Council may pass and amend from time to time, authorizing the Company to occupy the ROWs with its workforce, vehicles and other equipment when performing the Work, including without limitation, Road Occupancy Permit, Access/Entrance Permits, and Moving Oversize Load/Weight Vehicles Permits;
 - (k) “**Service Drop**” means a cable that, by its design, capacity and relationship to other fibre optic cables of the Company can be reasonably considered to be for the sole purpose of connecting backbone of the Equipment to not more than one individual customer or building point of presence;
 - (l) “**Term**” means subject to the renewal options described in subparagraph 9.1(a) and termination described in subparagraphs 9.2, 9.3 and 9.4, the Term of this Agreement as commencing on , 20 and expiring and terminating on , 20 .
 - (m) “**Third Party**” means any person that is not a party to this Agreement nor an Affiliate of either Party, and includes any person that attaches its facilities in, on or to the Equipment under an agreement with the Company;
 - (n) “**Township**” means The Corporation of the Township of Southwold;
 - (o) “**Work**” means, but is not limited to, any installation, removal, construction, maintenance, repair, replacement, relocation, removal, operation, adjustment or other alteration of the Equipment performed by the Company Within the ROWs, including the excavation, repair and restoration of the ROWs.
- 1.2 **Legislation.** All references to statutes in this Agreement shall include amendments thereto, regulations thereof, and successor legislation thereafter.
- 1.3 **Recitals, Schedules and Incorporated Documents.** The beginning part of this Agreement entitled “Recitals”, *Schedule “A”* as identified below, and the By-laws and Municipal Policies referred to in this Agreement are hereby incorporated by reference into this Agreement and form part thereof:

Schedule “A” – Permit Fees

2. USE OF ROWs

- 2.1 **Consent to use ROWs.** The Township hereby consents to the Company’s use of the ROWs for the purpose of performing its Work, subject to the terms and conditions of this Agreement and in accordance with all applicable laws or other municipal by-laws, rules, policies, standards and guidelines (“**Municipal Guidelines**”) pertaining to the Equipment and the use of the ROWs;

to the extent, however, that any municipal laws and the Municipal Guidelines are not inconsistent or in conflict with this Agreement or with applicable federal laws.

- 2.2 **Restrictions on use.** The Company shall not, in the exercise of its rights under this Agreement, unduly interfere with municipal operations, equipment or installations and the public use and enjoyment of the ROWs, nor any rights or privileges previously conferred or conferred after the Effective Date by the Township on Third Parties to use or access the ROWs.
- 2.3 **Equipment acquired by the Company.** The Parties agree that, where the Company acquires, or has acquired, directly or indirectly, facilities from a Third Party that are located Within the ROWs (the “**New Equipment**”), then, effective the day of the acquisition of the New Equipment by the Company:
- (a) the New Equipment shall form part of the Equipment and shall be governed by the terms and conditions of this Agreement; and
 - (b) where that Third Party is a Party to a valid and existing Road User Agreement with the Township (the “**RUA**”) and the Company, directly or indirectly, acquires the rights and obligations under the said RUA, the RUA shall be terminated.
- 2.4 **No ownership rights.** The Parties acknowledge and agree that:
- (a) the use of the ROWs under this Agreement shall not create nor vest in the Company any ownership or property rights in the ROWs; and
 - (b) the placement of the Equipment Within the ROWs shall not create or vest in the Township any ownership or property rights to the Equipment.
- 2.5 **Condition of ROWs.** The Township makes no representations or warranties as to the state of repair of the ROWs or the suitability or fitness of the ROWs for any business, activity or purpose whatsoever, and the Company hereby agrees to accept the ROWs on an “as is” basis.
- 3. APPLICABLE PERMITS**
- 3.1 **Permits.**
- (a) Subject to Section 3.2 and 3.4, the Company shall not access, enter upon, occupy, excavate, break up, disturb, or move oversized or overweight vehicles or do any Work Within any ROW without first obtaining the applicable Permits, being a Municipal Consent and/or Roads Permit(s), as the case may be.
 - (b) For each Permit required above, the Company shall submit to the Township a completed application, in a form specified by the Township and including the Permit fees, deposits and security associated with applicable Township By-laws, Municipal Guidelines, as amended and/or replaced this Agreement. The Permit fees in effect as of the Effective Date are set out in *Schedule “A”* to this Agreement.
- 3.2 **No Permits for routine Work.** Notwithstanding Section 3.1, the Company may, with advance notice as required by the Township, without first obtaining a Permit:
- (a) utilize existing ducts or similar structures of the Equipment with at least twenty-four (24) hours advance notice to the Township;
 - (b) carry out routine maintenance and field testing to its Equipment; and
 - (c) install and repair Service Drops;
- provided that in no case shall the Company break up or otherwise disturb the physical surface of the ROW without the Township’s prior written consent.
- 3.3 **Expiry of Permit.** In the event that the Company has not commenced construction of the approved Work associated with a particular Permit within ninety (90) days of the date of issuance of the Permit, and has not sought and received an extension to the Permit from the Township, which extension shall not be unreasonably withheld, the Permit shall be null and void. In such circumstances, any fees paid by the Company in respect of the expired Permit shall not be refunded and the Company must obtain a new Permit for the Work.
- 3.4 **Submission of plans.** Unless otherwise agreed to by the Township, the Company shall, prior to undertaking any Work that requires a Municipal Consent, submit the following to the Township Engineer:
- (a) construction plans of the proposed Work, showing the locations of the proposed

and existing Equipment and other facilities, and specifying the boundaries of the area within the Township within which the Work is proposed to take place;

- (b) Traffic control plans for the protection of the workers, public and traveling public including detours as required to minimize traffic disruption; and
- (c) all other relevant plans, drawings and other information as may be normally required by the Township Engineer from time to time for the purposes of issuing Permits.

3.5 **Refusal to issue Permits.** The Township may refuse to issue a Permit in accordance with Section 3.1 for any *bona fide* municipal purpose, including but not limited to reasons of public safety and health, conflicts with existing infrastructure, proposed road construction, or the proper functioning of public services, all as identified in writing by the Township. Without limiting the foregoing, the Township may refuse to issue a Permit where, in the opinion of the Township Engineer, there is insufficient space Within a ROW to accommodate the proposed Equipment taking into account existing and potential future public service infrastructure.

3.6 **Restoration of the Company's service during Emergencies.** Notwithstanding Section 3.1, in the event of an Emergency, the Company shall be permitted to perform such remedial Work as is reasonably necessary to restore its services without complying with Section 3.1; provided that such Work does not unduly disrupt any Municipal service or activity and provided that the Company does comply with Section 3.1 within five (5) business days of completing the Work.

3.7 **Temporary changes by Township.** Notwithstanding any other provision in this Agreement, the Township reserves the right to set, adjust or change the approved schedule of Work by the Company for the purpose of coordinating or managing any major events or activities, including the restriction of any Work during those restricted time periods; provided however, that any such adjustment or change shall be conducted so as minimize interruption to the Company's operations. The Township shall use its commercially reasonable efforts to provide to the Company forty-eight (48) hours advance written notice of any change to the approved schedule of Work, except that, in the case of any Emergency, the Township shall provide such advance notice as is reasonably possible in the circumstances.

3.8 **Granting of Permit Deemed as Municipal Consent Required Pursuant to the Telecommunications Act (Canada).** The Township agrees and acknowledges that, subject to satisfaction and performance of all terms and conditions both hereto and provided herein and the granting and issuance of any Roads Permit authorizing installation of Equipment as contemplated by this Agreement and in relation to a location specified therein shall be considered and deemed to represent municipal consent to such installation and use thereof as is required pursuant to applicable laws of the Dominion of Canada, including but not limited to the Telecommunications Act, S.C. 1993, c. 38, as amended.

4. **MANNER OF WORK**

4.1 **Compliance with Applicable Laws, etc.** All Work shall be conducted and completed to the satisfaction of the Township and in accordance with:

- (a) the applicable laws (and, in particular, all laws and codes relating to occupational health and safety);
- (b) the Municipal Guidelines;
- (c) this Agreement; and
- (d) the applicable Permits issued under Section 3.1.

4.2 **Underground Equipment.** The Company shall place those portions of the Equipment that cross beneath streets or existing buried utilities in ducts, carrier pipes or encased in concrete, or as otherwise specified by the Township.

4.3 **Installation.** The Company shall utilize construction methods that minimize the impact on the ROWs, including but not limited to trenchless installation technology and single trench installation methods.

4.4 **Stoppage of Work.** The Township may order the stoppage of the Work for any *bona fide*

municipal purpose or cause relating to public health and safety, special events or any circumstances beyond its control. In such circumstances, the Township shall provide the Company with a verbal order and reasons to stop the Work and the Company shall cease the Work immediately. Within two (2) business days of the verbal order, the Township shall provide the Company with a written stop work order with reasons. When the reasons for the Work stoppage have been resolved, the Township shall advise the Company immediately that it can commence the Work.

- 4.5 **Coordination of Work.** To minimize the necessity for road cuts, construction and the placement of new Equipment Within the ROW, the Company shall:
- (a) coordinate its work with other existing and new occupants of the ROW;
 - (b) where the Company seeks access to a ROW with an existing transmission line, use its reasonable efforts to negotiate an agreement for the use of the supporting structures of the existing transmission line, failing which the Company shall apply to the CRTC for permission to access said support structures; and
 - (c) where the Company has installed a transmission line Within a ROW, use its reasonable efforts to reach an agreement for the use of the supporting structures of the Company's transmission line, where access to said support structures is requested by a Third Party.
- 4.6 **Existing Facilities.** The Company acknowledges that, due to space constraints, the placement of new Equipment Within a ROW that is occupied by the telecommunications facilities of a Third Party, save and except for Equipment to be placed on or in existing support structures of said Third Party, shall only be permitted in exceptional circumstances at the discretion of the Township Engineer.
- 4.7 **Identification of contractors.** The Company shall ensure that all of its contractors have proper identification visible on the Work site displaying the name of the person for which they work.
- 4.8 **Emergency contact personnel.** The Company and the Township shall provide to each other a list of twenty-four (24) hour emergency contact personnel available at all times and shall ensure that the list is kept current.
- 4.9 **Emergency work by Township.** In the event of an Emergency, the Township may take such measures it deems necessary to re-establish a safe environment, and the Company shall pay the Township's reasonable and verifiable costs that are directly attributable to the Work or the presence of the Equipment in the ROWs.
- 4.10 **"As-built" drawings.** The Company shall, no later than sixty (60) days after completion of any Work, provide the Township Engineer with accurate "as-built" drawings, prepared in accordance with such standards as may be required by the Township Engineer, sufficient, for planning purposes, to accurately establish the location of the Equipment installed Within the ROWs. As-built drawings to be provided in electronic format suitable to be incorporated into the Township's GIS mapping. As-built information is provided a reference only. The Township shall direct all inquiries regarding the location of the Equipment to the Company. Access to Company As-Built records are for use by the Township only and shall not be distributed or disclosed to other parties without prior written consent of the Company.
- 4.11 **Agents and Sub-contractors.** Each Party agrees to work with the other Party directly to resolve any issues arising from any the acts, omissions or performance of its agents and sub-contractors.

5. REMEDIAL WORK

- 5.1 **General.** Following the completion of any Work, the Company shall leave the ROW in a neat, clean, and safe condition and free from nuisance, all to the satisfaction of the Township. Subject to Section 5.5, where the Company is required to break or disturb the surface of a ROW to perform its Work, it shall repair and restore the surface of the ROW to the same or better condition it was in before the Work was undertaken, all in accordance with the Municipal Guidelines and to the satisfaction of the Township.
- 5.2 **Permanent Road Restoration.** If the Company has excavated, broken up or otherwise disturbed the surface of a ROW, the requirements for the Company completing the road

restoration work will vary depending on if and when pavement has been recently repaved or overlaid.

- 5.3 **Temporary repair.** Where weather limitations or other external conditions beyond the control of the Company do not permit it to complete a final repair to the ROW within the expected period of time, the Company may complete a temporary repair to the ROW; provided that, subject to Section 5.5, the Company replaces the temporary repair with a final repair within a reasonable period of time. All repairs to the ROW by the Company shall be performed in accordance with the Municipal Guidelines and to the satisfaction of the Township.

If a temporary repair gives rise to an unsafe condition, then this shall be deemed to constitute an Emergency and the provisions of Section 4.9 shall apply.

- 5.4 **Warranty of repairs.** The Company warrants its temporary repair, to the satisfaction of the Township until such time as the final repair is completed by the Company, or, where the Township is performing the final repair, for a period of one (1) years or until such time as the final repair is completed by the Township, whichever is earlier. The Company shall warrant its final repairs for a period of two (2) years from the date of their completion

- 5.5 **Repairs completed by Township.** Where:

- (a) the Company fails to complete a temporary repair to the satisfaction of the Township within seventy-two (72) hours of being notified in writing by the Township, or such other period as may be agreed to by the Parties; or
- (b) the Company and the Township agree that the Township should perform the repair, then the Township may effect such work necessary to perform the repair and the Company shall pay the Township's reasonable and verifiable direct costs of performing the repair.

6. LOCATING FACILITIES IN ROWs

- 6.1. **Locates.** The Company agrees that, throughout the Term it shall, at its own cost, record and maintain adequate records of the locations of its Equipment. Each Party shall, at its own cost and at the request of the other Party (or its contractors or authorized agents), physically locate its respective facilities by marking the ROW using paint, staking or other suitable identification method ("**Locates**"), under the following circumstances:

- (a) in the event of an Emergency, within two hours of receiving the request or as soon as practicably possible, following which the requesting Party will ensure that it has a representative on site (or alternatively, provide a contact number for its representative) to ensure that the area for the Locates is properly identified; and
- (b) in all other circumstances, within a time reasonably agreed upon by the Parties.

- 6.2. **Provision of Mark-ups.** The Parties agree to respond within fifteen (15) days to any request from the other Party for a mark-up of municipal infrastructure or Equipment design drawings showing the location of any portion of the municipal infrastructure or Equipment, as the case may be, located within the portion of the ROWs shown on the plans (the "**Mark-ups**"), and shall provide such accurate and detailed information as may be reasonably required by the requesting Party.

- 6.3. **Inaccurate Locates.** Where the Company's Locates are found to be in error and, as a result, the Township is unable to install its facilities Within the affected ROWs in the manner it expected based on the Locates provided by the Company, the Township will notify the Company of the error, following which the Company shall attempt to resolve the conflict. If the Company is unable to resolve the conflict in a reasonable time commensurate with the situation and to the Township's satisfaction, the Company will pay the Township for its reasonable and verifiable costs incurred as a direct result of the conflict.

7. RELOCATION OF EQUIPMENT

- 7.1 **Township Request.** Where the Township requires and requests the Company to relocate its Equipment for a *bona fide* municipal purpose, the Township shall notify the Company in writing and, the Company shall complete the requested relocation within ninety (90) days thereafter or such other time as agreed to by the Parties at the full and sole expense of the Company. The failure of the Company to relocate its equipment to the standard required by the Township and/or within the time period set forth above shall constitute a breach of

this Agreement by the Company, and the Company and its representatives, successors and assigns hereby agree to a Consent Judgement and/or Order in the Superior Court of Justice requiring the Company to complete the relocation of its Equipment at its full and sole cost.

- 7.2 **Upon Request of the Company.** In the event that the Company wishes to relocate Equipment which has been previously installed in accordance with this Agreement at its own expense, the Company shall notify the Township of such request, in writing, and such request will thereafter be considered and administered by the Township acting reasonably and with diligence giving due consideration to the scope of the works already undertaken by the Company Within the ROWs, provided that, in considering and administering such request the Township shall be entitled to take into consideration any specific municipal or engineering interests affected by such relocation including any additional facilities located Within the ROWs. Notwithstanding the foregoing, the Township shall not be permitted to unreasonably withhold, delay or condition its approval for such request.
- 7.3 **Required by Legislation or Lawful Order.** In the event relocation of Equipment is required as a result of the Township's compliance with a legislative requirement, Ministerial order or such other law or order of a body which has the ability to force the Township to act then the costs of the Relocation and/or related installation work associated with the Equipment shall be performed by the Company at its full and sole cost.
- 7.4 **Request by Third Party.** Where relocation of Equipment is required due to the Township accommodating a third party (hereinafter "**Third Party Work**"), the required relocation or related installation work shall be conducted by the Company in accordance with the terms of this Agreement respecting installation, and the full cost of the amendment or Relocation shall be borne solely by the third party and paid in advance. The Township agrees to provide the Company with ninety (90) days' notice of the need for any such Third Party Work and to require that the relevant third party or parties bear the full cost of such Third Party Work and indemnify the Company against all claims and liabilities arising from the amendment or Relocation as a condition precedent to any such amendment or Relocation.
- 7.5 **Township efforts.** Where any relocation of Equipment occurs, the Township will make good faith efforts to provide alternative routes for the Equipment affected by the relocation to ensure uninterrupted service to the Company's customers. Once the Company has provided the Township with all information the Township requires to enable it to process a Permit application, the Township shall provide, on a timely basis, all Permits required to allow the Company to relocate the Equipment.
- (a) **Temporary Reconstruction or Realignment of Road Allowances.** The Company shall, upon reasonable prior notice to the Township, have the right to temporarily reconstruct or realign certain portions of the Road Allowances in order to permit the delivery or movement of Equipment.

8. PAYMENT OF FEES AND OTHER CHARGES

- 8.1 **General.** In addition to the Fees referred to in Section 8.2, the Company covenants and agrees to pay to the Township any Roads Permit fees, deposits and security associated with and required or demanded under applicable Township By-laws, as amended or replaced. The Roads Permit fees and charges and security requirements in effect as of the Effective Date are set out in *Schedule "A"* to this Agreement. Payment of Roads Permit fees and/or security as referenced above are exempt from the invoice requirements of section 8.4.
- 8.2 **Fees.** The Company shall pay to the Township an installation fee in the amount of \$250.00 per kilometer of Equipment installed at each location for each Municipal Consent applied for by the Company and permit therefor granted by the Township during the term of this Agreement.
- 8.3 On or before the Effective Date, the Company shall pay to the Township the sum of ONE THOUSAND DOLLARS (\$1,000.00) to offset engineering, legal, and administrative costs associated with preparation of this Agreement.

In addition to that set forth immediately above and on or before the Effective Date, the Company shall also pay to the Township the sum of FIVE HUNDRED DOLLARS (\$500.00) for administration of this Agreement during the Term hereof, calculated at the rate of ONE HUNDRED DOLLARS (\$100.00) per year of such Term.

- 8.4 **Invoices.** Unless expressly provided elsewhere in this Agreement, where there are any

payments to be made under this Agreement, the Party requesting payment shall first send a written invoice to the other Party, setting out in detail all amounts owing, including any applicable provincial and federal taxes and interest payable on prior overdue invoices, and the payment terms. The Parties agree that all payments shall be made in full by no later than thirty (30) days after the date of the invoice was received.

9. TERM AND TERMINATION

9.1 **Initial term and renewal.** Subject to the renewal options described in subparagraph 9.1(a) and termination described in subparagraphs 9.2, 9.3 and 9.4, the Term of this Agreement shall commence on _____, 20____ and expire and terminate due to expiry on _____, 20____ (the “**Initial Term**”).

- (a) The Company in its sole discretion may renew this Agreement with the Township for three (3) separate consecutive renewal terms of five (5) years each. To exercise the first option to renew, the Company must provide the Township written notice of such election to renew prior to the expiry of the Initial Term, failing which the Agreement will terminate due to expiry. To exercise the second option to renew, the Company must provide the Township written notice of such election to renew prior to the expiry of the first valid five-year extension, failing which the Agreement will terminate due to expiry. To exercise the third option to renew, the Company must provide the Township written notice of such election to renew prior to the expiry of the second valid five-year extension, failing which the Agreement will terminate due to expiry.
- (b) If a renewal is not exercised prior to the last day of the Initial Term or valid extension, this Agreement shall terminate immediately on the last day of the Term or valid extension, subject to paragraph 9.4 of this Agreement.

9.2 **Termination by either Party.** Either Party may terminate this Agreement without further obligation to the other Party, upon providing at least seven (7) days’ written notice in the event of a material breach of this Agreement by the other Party after notice thereof and failure of the other Party to remedy or cure the breach within thirty (30) days of receipt of the notice. If, however, in the view of the non-breaching Party, it is not possible to remedy or cure the breach within such thirty (30) day period, then the breaching Party shall commence to remedy or cure the breach within such thirty (30) day period and shall complete the remedy or cure within the time period stipulated in writing by the non-breaching Party.

9.3 **Termination by Township.** The Township may terminate this Agreement by providing the Company with at least seven (7) days written notice in the event that:

- (a) the Company becomes insolvent, makes an assignment for the benefit of its creditors, has a liquidator, receiver or trustee in bankruptcy appointed for it or becomes voluntarily subject as a debtor to the provisions of the *Companies’ Creditors Arrangement Act* or the *Bankruptcy and Insolvency Act*;
- (b) the Company assigns or transfers this Agreement or any part thereof other than in accordance with Section 18.2; or
- (c) the Company ceases to be eligible to operate as a Carrier.

9.4 **Obligations and rights upon termination or expiry of Agreement.** Notwithstanding any other provision of this Agreement, if this Agreement is terminated (other than in accordance with Section 9.3) or expires without renewal, then, subject to the Company’s rights to use the ROWs pursuant to the Telecom Act and, unless the Company advises the Township in writing that it no longer requires the use of the Equipment:

- (a) the terms and conditions of this Agreement shall remain in full force and effect until a new replacement agreement (a “**New Agreement**”) is executed by the Parties; and
- (b) the Parties shall enter into meaningful and good faith negotiations to execute a New Agreement and, if, after six (6) months following the expiry of this Agreement, the Parties are unable to execute a New Agreement, then either Party may apply to the CRTC to establish the terms and conditions of the New Agreement.

9.5 **Removing abandoned Equipment.** Where the Company advises the Township in writing that it no longer requires the use of any Equipment, the Company shall, at the Township’s

request and within a reasonable period of time as agreed to by the Parties, act as follows at the Company's sole cost and expense:

- (a) Remove the abandoned Equipment that is above ground;
- (b) Subject to (c) immediately below, make safe any underground vaults, manholes and any other underground structures that are not occupied or used by a Third Party, (collectively "**Abandoned Underground Structures**");
- (c) Where, in the reasonable opinion of the Township Engineer, the Abandoned Underground Structures will interfere with any municipally-approved project that will require excavation or otherwise disturb the portions of the ROWs in which the Abandoned Underground Structures are located, then the Company shall, at or about the time the excavation of such portions of the ROWs for said project commences, remove the Abandoned Underground Structures therein.

Upon removal of the abandoned Equipment or upon the removal or making safe of Abandoned Underground Structures, the Company shall repair any damage resulting from such removal or making safe and restore the affected ROWs to the condition in which they existed prior to the removal or making safe. If the Company fails to remove Equipment or to remove or make safe Abandoned Underground Structures and restore the ROWs within the time specified above, and to the satisfaction of the Township Engineer, the Township may complete said work and the Company shall pay the associated Township's Costs.

- 9.6 **Continuing obligations.** Notwithstanding the expiry or earlier termination of this Agreement, each Party shall continue to be liable to the other Party for all payments due and obligations incurred hereunder prior to the date of such expiry or termination.

10. INSURANCE AND SECURITY

- 10.1 **General.** Throughout the term of this Agreement and any renewals or extension thereto, the Company shall maintain, at its sole expense, insurance (the "**Company Insurance**") in an amount and description as described below to protect the Company and the Township from claims for damages, bodily injury (including death) and property damage which may arise from the Company's operations under this Agreement, including the use or maintenance of the Equipment Within the ROWs or any act or omission of the Company and its employees, contractors and agents while engaged in the Work. The Company Insurance shall include all costs, charges and expenses reasonably incurred with any injury or damage.

- 10.2 **Comprehensive general liability occurrence-based insurance.** Without limiting the generality of the foregoing, the Company shall obtain and maintain comprehensive general liability occurrence-based insurance coverage which:

- (a) covers claims and expenses for liability for personal injury, bodily injury and property damage in an amount not less than Five Million Dollars (\$5,000,000.00) per claim (exclusive of interest and costs);
- (b) extends to cover the contractual obligations of the Company as stated within this Agreement;
- (c) names the Township as an additional insured;
- (d) contains cross liability and severability of interest clauses.
- (e) the Company shall be required to carry at all times during this Agreement the following

- 10.3 **Insurance certificates.** As soon as possible after the execution of this Agreement, the Company shall provide on the Township's standard form, the Township with certificates of insurance in respect of the Company Insurance evidencing the cross liability and severability clauses and confirming the Township as an "additional insured". Thereafter, the Company shall provide the Township with evidence of all renewals of the Company Insurance in a form acceptable to the Township.

- 10.4 **General insurance conditions.**

- (a) The Company Insurance shall not be construed to, and shall in no manner, limit or restrict the Company's liability or obligations under this Agreement.

- (b) The Township shall not be liable for any premiums relating to policies under the Company Insurance.
 - (c) The policies under the Company Insurance shall provide:
 - (i) that they are primary insurance which will not call into contribution any other insurance available to the Township;
 - (ii) a waiver for severability of interest; and
 - (iii) that the Company Insurance shall not be cancelled, lapsed or materially changed to the detriment of the Township without at least thirty (30) business days' notice to the Township by registered mail.
 - (d) The Company will immediately notify the Township of any changes to or cancellation of the Company Insurance if they will directly affect or reduce the coverage made available to the Township.
- 10.5 **Workplace Safety and Insurance Board.** The Company shall provide Workplace Safety and Insurance Board ("WSIB") clearance certificate that confirms the Company is in good standing with the WSIB. The Company shall ensure the WSIB clearance remains in effect when the Company's personnel are working within the ROWs.
- 10.6 **Blanket Letter of Credit and Other Security.** If requested by the Township, the Company shall, within thirty (30) days thereafter, post an irrevocable blanket letter of credit, cash, cheque, or other form security in a form satisfactory to the Township's Chief Administrative Officer, for the minimum amount of ten thousand dollars (\$10,000.00) (the "**Blanket Security**"). Once posted by the Company, the Township may draw upon the Blanket Security and apply the funds therein against any outstanding financial obligations owed by the Company to the Township under this Agreement.
- 10.7 **Blanket Security - Term.** The Blanket Security, if requested, shall be posted for a maximum of up to three (3) years and until such time as the Township determines that the Company has established a satisfactory business relationship with the Township. If the Township is required to draw upon the Blanket Security, the Township shall advise the Company and the Company shall, within fourteen (14) days thereafter restore the Blanket Security to its original value.
- 10.8 **Project-specific Security.** The Township may also request, and the Company shall provide, additional project-specific securities for Work projects in an amount equal to the estimated restoration costs of the projects as determined by the Township. The Township shall release the project-specific security once the Company has fulfilled the conditions of the applicable Permit relating to the restoration of the ROW to the satisfaction of the Township.
- 11. RESPONSIBILITY AND INDEMNIFICATION**
- 11.1 **No liability Township.** The Company hereby acknowledges that the placement, installation, construction, reconstruction, inspection, maintenance, operation, alteration, enlarging, repair, replacement, relocation and/or removal of the Equipment by the Company is performed entirely at the risk of the Company and that the Township shall in no way or under any circumstances be responsible or liable to the Company, its contractors, agents, or customers for any damage or losses in consequence thereof, unless due to the negligence of the Township or those for whom at law it is responsible.
- 11.2 **Company Indemnity.** The Company hereby releases, indemnifies, completely holds harmless, and agrees to defend the Township, its Councillors, officers, employees, legal counsel, agents and contractors, from and against any and all suits, judgments, claims, demands, expenses, actions, causes of action, duties, assessments, fees, penalties, liabilities, losses and costs which the Township and its successors and assigns may at any time or times hereafter bear, sustain, or suffer, as a result of the Equipment, including without limitation, its placement, installation, construction, reconstruction, inspection, maintenance, use, operation, alteration, enlarging, repair, replacement, relocation and/or removal.
- 11.3 **Township Acknowledgement.** The Township hereby acknowledges that it is responsible for its negligence and the negligence of those for whom it is responsible for at law.

11.4 **Township Indemnity.** The Township hereby releases, indemnifies, completely holds harmless, and agrees to defend the Company, its officers, employees, legal counsel, agents and contractors, from and against any and all suits, judgments, claims, demands, expenses, actions, causes of action, duties, assessments, fees, penalties, liabilities, losses and costs which the Company and its successors and assigns may at any time or times hereafter bear, sustain, suffer, be put to or incur by reason of its negligence and the negligence of those for whom it is responsible at law.

11.5 **Survival.** The obligation of a Party to indemnify, defend and save harmless the other Party shall survive the termination or expiry of this Agreement.

12. ENVIRONMENTAL LIABILITY

12.1 **Township not responsible.** The Township is not responsible, either directly or indirectly, for any damage to the natural environment or property, including any nuisance, trespass, negligence, or injury to any person, howsoever caused, arising from the presence, deposit, escape, discharge, leak, spill or release of any Hazardous Substance in connection with the Company's occupation or use of the ROWs, unless such damage was caused directly or indirectly by the negligence or willful misconduct of the Township or those for which it is responsible in law.

12.2 **Company to assume environmental liabilities.** The Company agrees to assume all environmental liabilities, claims, fines, penalties, obligations, costs or expenses whatsoever relating to its use of the ROWs, including, without limitation, any liability for the clean-up, removal or remediation of any Hazardous Substance on or under the ROWs that result from:

- (a) the occupation, operations or activities of the Company, its contractors, agents or employees or by any person with the express or implied consent of the Company Within the ROWs; or
- (b) any Equipment brought or placed Within the ROWs by the Company, its contractors, agents or employees or by any person with the express or implied consent of the Company;

unless such damage was caused directly or indirectly in whole or in part by the negligence or willful misconduct on the part of the Township or those for which it is responsible in law.

13. NO JOINT VENTURE, PARTNERSHIP OR CO-OWNERSHIP

13.1 **No Joint Venture.** The Parties hereby acknowledge and agree that this Agreement is solely an access agreement and that no relationship is formed between the Parties in the nature of a joint venture, partnership co-ownership arrangement or other similar relationship.

14. FORCE MAJEURE

14.1 **Force Majeure.** Except for the Parties' obligations to make payments to each other under this Agreement, neither Party shall be liable for a delay in its performance or its failure to perform hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, flood, or other catastrophes; government, legal or statutory restrictions on forms of commercial activity; or order of any civil or military authority; national emergencies, insurrections, riots or wars or strikes, lock-outs or work stoppages ("**Force Majeure**"). In the event of any one or more of the foregoing occurrences, notice shall be given by the Party unable to perform to the other Party and the Party unable to perform shall be permitted to delay its performance for so long as the occurrence continues. Should the suspension of obligations due to Force Majeure exceed two (2) months, either Party may terminate this Agreement without liability upon delivery of notice to the other Party.

15. DISPUTE RESOLUTION

15.1 **General.** The Parties hereby acknowledge and agree that:

- (a) this Agreement has been entered into voluntarily by the Parties with the intention that it shall be final and binding on the Parties until it is terminated or expires in accordance with its terms;
- (b) it is the intention of the Parties that all Disputes (as defined in subsection 15.2) be resolved in a fair, efficient, and timely manner without incurring undue expense

and, wherever possible, without the intervention of the CRTC; and

- (c) the CRTC shall be requested by the Parties to consider and provide a decision only with respect to those matters which form the basis of the original Dispute as set out in the Dispute Notice issued under this Section 15.

15.2 **Resolution of Disputes.** The Parties will attempt to resolve any dispute, controversy, claim or alleged breach arising out of or in connection with this Agreement (“**Dispute**”) promptly through discussions at the operational level. In the event a resolution is not achieved, the disputing Party shall provide the other Party with written notice of the Dispute and the Parties shall attempt to resolve such Dispute between senior officers who have the authority to settle the Dispute. All negotiations conducted by such officers shall be confidential and shall be treated as compromise and settlement negotiations. If the Parties fail to resolve the Dispute within thirty (30) days of the non-disputing Party’s receipt of written notice, the Parties agree to utilize the services of a mutually agreed upon independent third party mediator. The mediator shall be knowledgeable regarding the area of the disputed issue. The mediator shall meet with the Parties together or separately, as necessary, to review all aspects of the issue. In a final attempt to assist the parties in resolving the issue themselves prior to proceeding to legal proceedings and/or the CRTC, the mediator shall provide, without prejudice, a non-binding written recommendation for settlement, within thirty (30) days of holding a mediation. Upon receipt of the written settlement recommendation, if an agreement cannot be reached, either Party may initiate legal proceedings and/or submit the Dispute to the CRTC for resolution.

15.3 **Continued performance.** Except where clearly prevented by the nature of the Dispute, the Township and the Company agree to continue performing their respective obligations under this Agreement while a Dispute is subject to the terms of this Section 15.

16. NOTICE

16.1 **Method of Notice.** Any notice required may be sufficiently given by personal delivery or, if other than the delivery of an original document, by facsimile transmission to either Party at the following addresses:

To the Township:

Corporation of the Township of Southwold
35663 Fingal Line
Fingal, Ontario N0L 1K0

To the Company:

Eh!TEL Networks Inc.
392058 Grey Road, 109
Holstein, Ontario N0G 2A0

16.2 **Delivery of Notice.** Any notice given pursuant to Section 16.1 shall be deemed to have been received on the date on which it was delivered in person, or, if transmitted by facsimile during the regular business hours of the Party receiving the notice, on the date it was transmitted, or, if transmitted by facsimile outside regular business hours of the Party receiving the notice, on the next regular business day of the Party receiving the notice; provided, however, that either Party may change its address and/or facsimile number for purposes of receipt of any such communication by giving ten (10) days’ prior written notice of such change to the other Party in the manner described above.

17. FOREIGN CORRUPT PRACTICES ACT AND ANTI-BRIBERY INDEMNITY

17.1 Notwithstanding anything to the contrary herein, the Township, in its administration of this Agreement, shall refrain from offering, giving or promising, directly or indirectly, money or anything of value to a Canadian or foreign governmental official to influence the official in his or her official capacity, induce the official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person. For the purposes of this Section, “**anything of value**” includes, but is not limited to, cash or a cash equivalent, discounts, gifts, use of materials, facilities or equipment, entertainment, drinks, meals, transportation, lodging, insurance benefits, or promise of future employment. “Governmental official” shall mean any person holding any level of legislative,

administrative, or judicial office of the Canadian or a foreign government or any of its departments or agencies or divisions; any person acting on behalf of the Canadian or a foreign government, including a local or provincial agency, enterprise, or organization; any official or agent of a Canadian or a foreign public administration or publicly funded organization; any official of a Canadian or a foreign political party; any officer or agent of a public international organization (e.g., World Bank, International Monetary Fund, World Health Organization, United Nations, World Trade Organization); or any relatives or close family/household members of any of those listed above. The Township shall indemnify and hold harmless the Company from all claims brought against the Company as a result of the Township or its representatives' failure to comply with Anti-Bribery Law. The Township shall immediately report any breach of Anti-Bribery Law by the Township or its representatives. The Township shall immediately report any breach of Anti-Bribery Law by the Township or its representatives'. The Company shall have the right to audit the Township's books and records with respect to payments made on behalf of the Company in the event that the Company believes that the Township has violated this Section 17. The Company shall have the right to immediately terminate all payments to the Township under this Agreement if the Township fails to comply with this Section 17.

18. GENERAL

- 18.1 **Entire Agreement.** This Agreement, together with the Schedules attached hereto, constitute the complete and exclusive statement of the understandings between the Parties with respect to the rights and obligations hereunder and supersedes all proposals and prior agreements, oral or written, between the Parties.
- 18.2 **Assignment.** This Agreement may not be assigned or transferred, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, the Company shall, provided that it is not in material breach of this Agreement, have the right to assign this Agreement to an Affiliate without the consent of the Township, provided that the Company has given notice to the Township.
- 18.3 **Gender and number.** In this Agreement, words importing the singular include the plural and vice versa, words importing gender, include all genders.
- 18.4 **Currency.** Unless otherwise indicated, references in this Agreement to money amounts are to the lawful currency of Canada.
- 18.5 **Parties to act reasonably.** Each Party shall at all times act reasonably in the performance of its obligations and the exercise of its rights and discretion under this Agreement.
- 18.6 **Amendments.** Except as expressly provided in this Agreement, no modification of or amendment to this Agreement shall be effective unless agreed to in writing by the Township and the Company.
- 18.7 **Survival.** The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance, the expiration and termination of this Agreement, including, without limitation, provisions with respect to indemnification and the making of any and all payments due hereunder.
- 18.8 **Waiver.** Failure by either Party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.
- 18.9 **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.
- 18.10 **Enurement.** This Agreement is and shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and permitted assigns, and may not be changed or modified except in writing, duly signed by the Parties hereto.
- 18.11 **Counterparts:** This Agreement may be executed by the Parties and delivered by facsimile or PDF transmission and in one or more counterparts which when held together shall be considered one and the same Agreement.

- 18.12 **Equitable Relief.** Either Party may, in addition to any other remedies it may have at law or equity, seek equitable relief, including without limitation, injunctive relief, and specific performance to enforce its rights or the other party’s obligations under this Agreement.
- 18.13 **Governing law.** This Agreement shall be governed by the laws of the Province of Ontario and all federal laws of Canada applicable therein.

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto on the date(s) set out below and the Parties agree that this Agreement shall be effective on the date as set out at the top of page one (1) of this Agreement.

SIGNED, SEALED AND DELIVERED
in the presence of:

**THE CORPORATION OF THE
TOWNSHIP OF SOUTHWOLD**

Date: _____, 20____

Lisa Higgs, Chief Administrative Officer

We have the authority to bind the Corporation

SIGNED, SEALED AND DELIVERED
in the presence of:

.EH!tel Networks Inc.

Date: _____, 20____

Per: (Printed Name)
Title: (Printed Title)

I have the authority to bind the Corporation

SCHEDULE "A"

Fees and Charges

Telecommunication Equipment Consent and Road User Agreement

Fee/Charge	Amount
Preparation of Agreement (as per Section 8.3)	\$1000.00
Installation Fee (as per Section 8.2)	\$250.00 per kilometer (at each installation location)
Contract Administration Fee (as per Section 8.3)	\$100.00 per year
Road Occupancy Permit	\$250.00 (plus refundable deposit) for each street, as per by-law 2021-73.



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 14, 2022

PREPARED BY: Paul Van Vaerenbergh, Public Works Superintendent

REPORT NO: PW 2022-02

SUBJECT MATTER: Supply and Delivery of Granular Materials Tender Award

Recommendation(s):

THAT Council accepts the supply and delivery of granular materials from Jeff Campbell Trucking in the amount of **\$432,216.00, excluding HST.**

Purpose:

The purpose of this report is to seek Council authorization to accept the tender results for the supply and delivery of granular materials.

Background:

As part of the Township's gravelling program and supply of winter sand, the Township has requested tenders for the works associated with the supply and delivery of requested granular materials. The tenders were advertised on the Township's website www.southwold.ca, as well as emails made to suppliers and contractors requesting they bid on tender T22 - 001.

Two suppliers closed the tender (T22-001) for the supply and delivery of the following:

- 22,000 tonne "on the road" A gravel
- 500 tonne stockpile A gravel
- 500 tonne stockpile winter sand

	Bidder	Total Contract Price (excluding HST)
1	Jeff Campbell Trucking	\$432,216.00
2	Mackenzie and Henderson	\$ 473,275.00

Financial Implications:

As the quoted price is above the \$325,000.00 budget, quantities will be lowered from 22,000 to 17,000 tonnes to stay within that budget. A further 2,000 tonne (\$37,000) will be required for the Lake Line/Bush Road project which has its own budget.

The low bidder is aware of, and has agreed to these quantity adjustments as all quantities were stated as "approximate" in the tender documents.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- ☐ Promoting residential, agricultural, commercial, and industrial development by ensuring policies and services are in place to support growth in The Township of Southwold.
- ☐ Promoting a healthy, naturally beautiful, and community-oriented municipality by encouraging and supporting involvement of volunteer organizations wishing to provide cultural and recreational activities in the Township of Southwold.
- ☒ Providing improved transportation and a strong commitment to asset management with a goal of maintaining the Township's infrastructure in the promotion of public safety
- ☒ Exercising good financial stewardship in the management of Township expenditures and revenues.
- ☐ Promoting public engagement, transparent government, and strong communications with all members of the community across various mediums for the strengthening of civic participation.

Respectfully Submitted by:
Paul Van Vaerenbergh CRSI.
Public Works Superintendent
"Submitted electronically"

Approved by:
Lisa Higgs, CAO/Clerk
"Approved electronically"



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 14, 2022

PREPARED BY: Jeff Carswell, Director of Corporate Services/Treasurer

REPORT NO: FIN 2022-07

SUBJECT MATTER: Medical Centre Building Lease

Recommendation:

THAT Council pass By-law No. 2022-20 to enter into a facility lease agreement for the Medical Centre Building located at 35846 Talbot Line, Shedden with Dr. Rebecca Robinson.

Purpose:

To enter into a lease agreement for the Shedden Medical Centre Building.

Background:

Dr. Connie Robinson has leased part of the Medical Centre Building at 35846 Talbot Line, Shedden for many years. Recently, the medical practice has been transitioned to her daughter, Dr. Rebecca Robinson. As Dr. Rebecca Robinson assumes the practice and transitions various responsibilities and agreements over to her business, it was deemed appropriate by Dr. Rebecca Robinson and Township staff to have a more formal arrangement going forward with respect to use of the Medical Centre Building.

Comments/Analysis:

The proposed lease agreement generally reflects the arrangement in place previously with Dr. Connie Robinson. Township staff and Dr. Rebecca Robinson worked collaboratively to develop the attached lease. While the previous arrangement without a written lease has worked well over the years, having a written lease will be beneficial to both parties going forward. A written lease provides clarity around the obligations and expectations for both parties. It also provides documentation to support business expenses and obligations for items such as insurance.

As the existing arrangement has worked well for both parties over the years and there was not the need to make any significant changes, other than to capture that arrangement in a written document. The only minor change relates to determination of a rental rate increase. It was agreed to tie this to the Consumer Price Index as per the Residential Tenancies Act. This amount is released late summer and the lease calls for the Township to notify the lessee by September, with the increase applying January 1st.

This provides clarity for both parties and ensures the increase is linked to a justifiable data source. This would be the maximum rate that could be applied, and Council could direct that it be lower.

Maintaining a doctors office in Shedden is a very important and needed service for the community. Staff believe the proposed lease agreement is fair for both parties and will help to maintain this important service.

Financial Implications:

There are no financial implications, other than providing ongoing certainty with respect to lease revenue from the Medical Centre Building.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- ☒ Promoting residential, agricultural, commercial, and industrial development by ensuring policies and services are in place to support growth in The Township of Southwold.
- ☐ Promoting a healthy, naturally beautiful, and community-oriented municipality by encouraging and supporting involvement of volunteer organizations wishing to provide cultural and recreational activities in the Township of Southwold.
- ☐ Providing improved transportation and a strong commitment to asset management with a goal of maintaining the Township's infrastructure in the promotion of public safety
- ☒ Exercising good financial stewardship in the management of Township expenditures and revenues.
- ☐ Promoting public engagement, transparent government, and strong communications with all members of the community across various mediums for the strengthening of civic participation.

Respectfully Submitted by:
Jeff Carswell, Director of
Corporate Services/Treasurer
"Submitted electronically"

Approved by:
Lisa Higgs, CAO/Clerk
"Approved electronically"



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 14, 2022

PREPARED BY: Jeff Carswell, Director of Corporate Services/Treasurer

REPORT NO: FIN 2022-08

SUBJECT MATTER: 2021 Investment Summary

Recommendation:

THAT Council receive Report FIN 2022-08 Investment Report as at December 31, 2021 for information.

Purpose:

To advise Council on the status of municipal investments as at the 2021 Year End.

Background:

To maximize the return on Township funds, some available funds are invested through CIBC and ONE Investment. These tend to be funds associated with reserves that are not immediately needed.

Comments/Analysis:

Investments are held with CIBC and the ONE Investment, a local government investment pool in which Ontario Municipalities may invest. ONE Investment is an incorporated not-for-profit which was started by Local Authorities Service Limited (a wholly owned subsidiary of the Association of Municipalities of Ontario), together with CHUMS Financing Corporation (a wholly owned subsidiary of the Municipal Finance Officers' Association of Ontario).

Total cost of investments at December 31, 2021 is \$6,535,893 and are held in cash, market funds and bonds.

Purpose	2021	2020	2019
General	\$990,449.32	\$976,650.23	\$953,615.06
Water	\$5,383,870.19	\$5,346,259.12	\$5,231,131.74
Sewer	\$85,972.99	\$84,293.28	\$81,370.08
Parkland	\$75,600.60	\$74,378.82	\$72,271.02
Total Cost	\$6,535,893.10	\$6,481,581.45	\$6,338,387.90
Total Market Value	\$6,558,842.78	\$6,668,229.86	\$6,346,444.22

Purpose	2021	2020	2019
Gain (Loss) if Disposed	\$22,949.68	\$186,648.41	\$8,056.32

Unlike private entities which are required to record investments at the lower of cost and market, under Public Sector Accounting Standards, municipalities currently record investments at cost. This accounting treatment results in the Township recognizing net investment earnings in our financial statements but not recognizing the change in market value of our portfolio.

Financial Implications:

2021 unaudited net investment earnings total \$54,311.65. Following is a detailed breakdown.

	2021		2020		2019	
CIBC	\$2,592,558.81		\$2,614,964.69		\$2,605,263.18	
Interest	\$25,899.57	1.00%	\$40,939.73	1.57%	\$59,382.00	2.28%
Realized Capital Gain/Loss	(\$32,947.07)	-1.27%	(\$15,948.46)	-0.61%	(\$25,212.81)	-0.97%
Management Fees	(\$15,358.38)	-0.59%	(\$15,289.76)	-0.58%	(\$14,998.46)	-0.58%
Net Earnings	(\$22,405.88)	-0.86%	\$9,701.51	0.37%	\$19,170.73	0.74%
ONE Fund	3,943,334.29		3,866,616.76		3,733,124.72	
Interest	\$94,462.53	2.40%	\$150,891.82	3.90%	\$104,561.67	2.80%
Management Fees	(\$17,745.00)	-0.45%	(\$17,399.78)	-0.45%	(\$16,762.93)	-0.45%
Net Earnings	\$76,717.53	1.95%	\$133,492.04	3.45%	\$87,798.74	2.35%
Total CIBC and ONE Fund Earnings	\$54,311.65	0.83%	\$143,193.55	2.21%	\$106,969.47	1.69%

While interest revenue is down compared to past years, the return on investments continues to be higher than bank interest rates which has been 0.45% over 2021.

CIBC investments are held in instruments with maturity dates from 2022 to 2023. Approximately 25% of the portfolio is invested in fixed income instruments with a maturity of 1-2 years. Total cash at December 31, 2021 is \$1,478,993. Investments scheduled to mature in 2022 carry a book value of approximately \$595,000. Instruments are reinvested upon maturity.

ONE Fund investments are held in several bond instruments, 98% of which are held in the Canadian Corporate Bond Portfolio which are recommended to be held for a minimum of four years.

Staff continually monitor cash flow needs and the ability to invest additional funds. It is anticipated additional funds from the Building Reserve and land sales could be invested in 2022.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- ☐ Promoting residential, agricultural, commercial, and industrial development by ensuring policies and services are in place to support growth in The Township of Southwold.
- ☐ Promoting a healthy, naturally beautiful, and community-oriented municipality by encouraging and supporting involvement of volunteer organizations wishing to provide cultural and recreational activities in the Township of Southwold.
- ☐ Providing improved transportation and a strong commitment to asset management with a goal of maintaining the Township's infrastructure in the promotion of public safety
- ☒ Exercising good financial stewardship in the management of Township expenditures and revenues.
- ☐ Promoting public engagement, transparent government, and strong communications with all members of the community across various mediums for the strengthening of civic participation.

Respectfully Submitted by:
Jeff Carswell, Director of
Corporate Services/Treasurer
"Submitted electronically"

Approved by:
Lisa Higgs, CAO/Clerk
"Approved electronically"



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 14, 2022

PREPARED BY: Jeff Carswell, Director of Corporate Services/Treasurer

REPORT NO: FIN 2022-09

SUBJECT MATTER: 2021 Development Charges Summary

Recommendation:

THAT Council receive Report No. FIN 2022-09 prepared in accordance with Section 12 of O.Reg.82/98 of the Development Charges Act, 1997.

Purpose:

To fulfill the requirements for reporting on the Development Charges Fund.

Background:

In accordance with Section 12 of O.Reg.82/98, of the Development Charges Act, 1997, the Treasurer of the municipality shall provide to Council a financial statement relating to the reserve funds established under a by-law to collect development charges. The statement provided by the Treasurer is required to be made available to the public and to the Minister of Municipal Affairs and Housing on request.

Attachment "A" provides the development charge continuity information prescribed in Section 12 of O.Reg.82/98 as information to be included in the statement of the Treasurer of a municipality under section 43 of the Act.

Comments/Analysis:

The Development Charges By-law was passed in December 2020, with implementation starting in 2021. Collections over 2021 have been very limited due to the various phase-in exemptions provided in the by-law. These included:

- vacant properties created through Consent approval under Section 35 of the Planning Act before April 1, 2021 for which a complete building permit application is submitted within one-year of Consent approval;
- lots of record that exist on the date of by-law passage for which a complete building permit application is submitted prior to January 1, 2022;
- properties outside of registered plans of subdivision that have submitted a complete Building Permit application before April 1, 2021;

- Developments proceeding from plans of subdivision that are registered prior to passage of this by-law will be exempt from development charges. Notwithstanding the foregoing, Blocks within the registered plan of subdivision that will be subject to further development agreements will not be exempt from the payment of development charges;
- Development proceeding from Development Agreements entered into prior to the passage of this by-law that provide for a maximum capital charge for new development will be exempt from development charges;

While the Township has had significant residential development over 2021, most took place in exempt developments. It is anticipated that as additional non-exempt developments proceed, there will be more revenue generated from Development Charges in 2022.

Financial Implications:

Development Charges will assist with funding growth related capital projects in coming years. While revenue in 2021 was quite limited, this is anticipated to change in coming years.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

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- ☐ Promoting public engagement, transparent government, and strong communications with all members of the community across various mediums for the strengthening of civic participation.

**Respectfully Submitted by:
Jeff Carswell, Director of
Corporate Services/Treasurer
"Submitted electronically"**

**Approved by:
Lisa Higgs, CAO/Clerk
"Approved electronically"**

Attachment "A"**2021 Development Charges Summary Report****By-law #2020-70**

Service/Class	Opening Balance	Collections	Interest Earned	Transferred to Capital	Closing Balance
Roads and Related Services	\$0.00	\$1,667.00	\$1.25		\$1,668.25
Fire Services	\$0.00	\$652.00	\$0.49		\$652.49
Parks and Recreation Services	\$0.00	\$783.00	\$0.59		\$783.59
Library Services	\$0.00	\$0.00	\$0.00		\$0.00
Growth Studies	\$0.00	\$102.00	\$0.08		\$102.08
Total	\$0.00	\$3,204.00	\$2.40	\$0.00	\$3,206.40

Collections Summary	Count	Sq. Ft.
Single Family Dwelling	1	
Apartments - 2 Bedrooms +		
Apartments - Bachelor and 1 Bedroom		
Other Multiples		
Non-Residential	0	0.00
Total	1	0

Former Development Charges Bylaw	Opening Balance	Collections	Interest Earned	Transferred to Capital	Closing Balance
	\$37,842.60	\$0.00	\$170.29	\$0.00	\$38,012.89

Exemptions	Count	Value
Talbotville Meadows	83	\$265,932.00
DHP	29	\$92,916.00
Enclave	11	\$35,244.00
Other	12	\$38,448.00
Total	135	\$432,540.00



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 14, 2022

PREPARED BY: Jeff Carswell, Director of Corporate Services/Treasurer

REPORT NO: FIN 2022-10

SUBJECT MATTER: 2021 Cash-in-Lieu of Parkland Summary

Recommendation:

THAT Council receive Report No. FIN 2022-10 prepared in accordance with Section 7 of O.Reg.509/20 of the Planning Act, R.S.O. 1990, c. P.13.

Purpose:

To fulfill the requirements for reporting on the Cash-in-Lieu of Parkland Reserve Fund.

Background:

In accordance with Section 7 of O.Reg.509/20 of the Planning Act, the Treasurer of the municipality shall provide to Council a financial report relating to the Cash-in-Lieu of Parkland reserve fund. The statement provided by the Treasurer is required to be made available to the public and will be posted on the Township website.

Comments/Analysis:

When new lots are created for development, the Township may obtain parkland or Cash-in-Lieu of Parkland, depending the parkland needs of the Township for the development area. Newly severed lots that create a net-new property for development also contribute. Following is a summary of the Cash-in-Lieu of Parkland Reserve Fund. Proceeds were received from two developments and one rural lot. The Talbotville Meadows development provided parkland, so there are not cash contributions from that development.

Opening Balance		\$297,734.94
DHP	\$30,015.00	
Enclave	\$19,250.00	
Other	\$1,750.00	
Total Receipts		\$51,015.00
Interest Earned	\$20.15	
Investment Income	\$1,221.78	
Total Interest		\$1,241.93

Transferred to Capital	\$0.00	
Total To Capital		\$0.00
Closing Balance		\$349,991.87

Financial Implications:

While the reserve balance has grown over recent years, it is fully committed to the Talbotville Park Project. It is anticipated this project will be completed and capitalized in 2022, at which time the balance will be applied to the capital costs.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

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Respectfully Submitted by:
Jeff Carswell, Director of
Corporate Services/Treasurer
"Submitted electronically"

Approved by:
Lisa Higgs, CAO/Clerk
"Approved electronically"



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 14th 2022

PREPARED BY: Corey Pemberton, Director of Building and Community Services

REPORT NO: CBO-2022-04

SUBJECT MATTER: Activity Report Feb 1st to Feb 28th 2022

Recommendation(s):

None – For Council Information.

Purpose:

The update Council on monthly activities since last report

Background:

1. 2018/2020 Capital Project Process:

2018		
Keystone Complex	Budget	Status/Comment
Cabinet door replacement, bar top replacement		Pending installation

2020		
Township Office	Budget	Status/Comment
Municipal Property		
Keystone Complex		
Pavilion Cooking Hood	10000.00	Waiting for quote
Barrier/Bollards to protect playground and septic system	15000.00	Postponed

Comments/Analysis: . See attached permit comparison report Schedule A CBO 2022-04 for comparison report.

Financial Implications: none

Strategic Plan Goals:


The above recommendation helps the Township meet the Strategic Plan Goal of:

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Respectfully Submitted by:
Corey Pemberton,
Director of Building and
Community Services
"Submitted electronically"

Approved by:
Lisa Higgs, CAO/Clerk
"Approved electronically"

SCHEDULE 'A'

 TOWNSHIP OF Southwold				Township of Southwold			
				Permit Comparison Summary			
				Issued For Period February , 2021 to February 2022			
PREVIOUS YEAR				CURRENT YEAR			
PERMIT CATEGORY	PERMIT COUNT	FEE	COST OF CONSTRUCTION	PERMIT CATEGORY	PERMIT COUNT	FEE	COST OF CONSTRUCTION
Accessory structures	2	1,075	130,000	Agricultural	2	3,032	1,625,000
Agricultural	1	1,460	131,900	Demolition	2	300	22,000
Demolition	2	300	7,001	Institutional building	1		2,757,900
Plumbing	1	150	4,000	Plumbing	2	300	3,500
Residential building	13	22,972	6,259,250	Residential building	17	44,902	10,434,250
Sewage system	2	1,000	32,000	Sewage system	2	1,000	25,000
TOTAL	21	26,957	6,564,151	TOTAL	26	46,502	14,867,650
PREVIOUS YEAR				CURRENT YEAR			
TOTAL PERMIT ISSUED		21			26		
TOTAL DWELLING UNITS CREATED		13			16		
TOTAL PERMIT VALUE		6,564,151			14,867,650		
TOTAL PERMIT FEE		26,957			46,502		
TOTAL INSPECTION COMPLETED		213			319		
YTD (February 2021 TO February 2022)							
PREVIOUS YEAR				CURRENT YEAR			
2021	PERMIT COUNT	FEE	COST OF CONSTRUCTION	2022	PERMIT COUNT	FEE	COST OF CONSTRUCTION
Accessory structures	1	1,075	60,000	Agricultural	1	1,082	1,500,000
Demolition	1	150	1	Institutional building	1		2,757,900
Plumbing	1	150	4,000	Plumbing	1	300	2,500
Residential building	6	11,057	3,564,000	Residential building	8	27,043	4,330,714
				Sewage system	1	500	15,000
TOTAL	17	12,432	3,628,001	TOTAL	12	28,925	8,591,114



TOWNSHIP OF SOUTHWOLD
Report to Council

MEETING DATE: March 14th 2022

PREPARED BY: Corey Pemberton, Director, Building & Community Services

REPORT NO: CBO 2022-005

SUBJECT MATTER: Quote for (2) Pick up Trucks

Recommendation:

THAT Council receives report CBO 2022-005 Quote for (2) Pickup trucks and accepts the quote from Disbrowe Motors for \$79,092.16 plus HST

Purpose:

The purpose of this report is to seek Council's approval for the quote to purchase two pickup trucks.

Background:

Through the budget process, the need for additional pickup trucks was identified and approved for the 2022 budget.

Discussion:

Staff have requested quotes from several dealerships. Staff sought out quotes which are identified in the chart below.

Company and Type of Trucks (2)	Sub Total	All items met
Disbrowe- Colorado LT Ext Cab	\$79,092.16	Yes
Disbrowe- Colorado Z71 Ext Cab	\$83,828.06	Yes
St. Thomas Ford Lincoln Ford Ranger XLT	\$86,488.00	Yes
Cotrac Ford- Ford Ranger XLT	\$84,984.00	Yes

Staff are recommending purchasing two trucks from Disbrowe- Colorado LT Ext Cab

Financial Implications:

The 2022 budget approved an amount of \$40,000.00 each for the purchase of two pickup trucks. The quote from Disbrowe for the two truck is approximately \$908.00 less than the budgeted amount. The trucks will be funding as per the approval in the 2022 budget.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

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**Respectively Submitted by: Corey Pemberton,
Director, Building & Community Services**

**"Submitted electronically"
Approved by: Lisa Higgs**



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 14, 2022

PREPARED BY: Lisa Higgs, CAO/Clerk

REPORT NO: CAO 2022-14

SUBJECT MATTER: Activity Report for CAO/Clerk February 2022

Recommendation(s):

None – For Council Information.

Purpose:

The update Council on the CAO/Clerk Activities for February 2022.

Background:

Department updates on its activities and meeting(s) since last report:

Tuesday, February 1, 2022	Laserfiche - Internal Metadata Planning Meeting; Engineered Plans
Wednesday, February 2, 2022	Central Community Health Centre Board Meeting
Thursday, February 3, 2022	Shedden and Fingal RFP Evaluation Committee Review
Friday, February 4, 2022	Elgin Clerks/Deputy Clerks Meeting
Wednesday, February 9, 2022	Southwold Briefing with Industrial Development Tenant
Wednesday, February 9, 2022	Talbotville Sanitary Sewer and Reserves Meeting with Treasurer/Dev. Dir
Wednesday, February 9, 2022	Southwold OP - Discussion on County Approval Status
Thursday, February 10, 2022	SWPH Municipal Partners Meeting (Zoom Link)
Thursday, February 10, 2022	McBain Subdivision Meeting with Developer
Monday, February 14, 2022	Subdivision Development in Shedden Review with Planner and Dev. Dir.
Tuesday, February 15, 2022	General Check-in with Director of Development and Infrastructure
Tuesday, February 15, 2022	Preconsultation Meeting - Subdivision Development in Shedden
Tuesday, February 15, 2022	Senior Management Mtg on Site Plan status of Talbot Line Development
Wednesday, February 16, 2022	Elgin Administrators Group Meeting
Wednesday, February 16, 2022	Staff Meeting/2022 Budget Presentation
Wednesday, February 16, 2022	Mandatory Firefighter Certification - Technical Briefing
Thursday, February 17, 2022	Admin Budget Adoption Virtual Celebration Lunch

Thursday, February 17, 2022	Southwold Township Emergency Control Group Meeting
Thursday, February 17, 2022	Senior Management Team Meeting
Friday, February 18, 2022	Discussion with Solicitor RE: CUPE Certification Application
Friday, February 18, 2022	Meeting with PW Superintendent & Dev. Dir - CUPE Certification Update
Tuesday, February 22, 2022	Laserfiche/Records Management Training for Dev. Dir & Water Dept
Tuesday, February 22, 2022	Meeting with Talbot Line Resident - CN Rail Disposition Concerns
Tuesday, February 22, 2022	Lisa - Meeting with Hunter Cemetery Operators - Transfer of Records
Tuesday, February 22, 2022	Virtual Meeting with Legal Counsel - Southwold CUPE Certification
Tuesday, February 22, 2022	Meeting with West Elgin CAO - CUPE Certification
Wednesday, February 23, 2022	Meeting RE: CAO/Clerk Coverage Options
Thursday, February 24, 2022	SWPH Municipal Partners Meeting (Zoom Link)
Thursday, February 24, 2022	Meeting with Legal Counsel - CUPE Certification Next Steps
Friday, February 25, 2022	Meeting with MP Karen Vecchio
Monday, February 28, 2022	Southwold Shedden/Fingal WWTP - Project Kick-off Meeting
Monday, February 28, 2022	KCCA Funding Opportunities & DHP Condo Plan Development Meeting

Report on any outstanding /unresolved concerns, issues:

- Facilitating development in Talbotville
- CUPE Certification and Collective Bargaining
- Talbotville Park project
- Recruitment of employees & maternity leave coverage
- Minor Variance Appeal
- 2022 Election Planning

Training Undertaken by Staff:

None.

2021 Capital Project Progress :

Project	Budget	Status/Comments
Admin		
Firewalls - Fire Stations	\$2,200	Ongoing
Offsite Backup	\$3,000	Ongoing

Online Meeting Equipment	\$15,000	Ongoing
Phone System Upgrade/Replacement VOIP	\$15,000	Ongoing
Server - UPS	\$1,000	Ongoing
Server Replacement	\$15,000	Ongoing
Branding and Marketing	\$15,000	Full brand roll-out continues.
IT Penetration/Security Testing	\$10,000	Ongoing
Scanning Oversized Documents (carry forward from 2020)	\$5,000	Ongoing
Parks		
Talbotville Park (2021-2022)	\$800,000	Baseball Diamond contract awarded. Construction underway. Pavilion & Washroom contract awarded. Construction underway. Playground contract awarded. Construction complete.
Trails Various – ICIP COVID Grant Application	\$125,000	Trail completed at new park in Talbotville. Quotations received for trail at Shedden Open Space Park. Trail work being coordinated for Fingal Heritage Park following brush/tree removal.

Financial Implications:

None.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

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Respectfully Submitted by:
Lisa Higgs, CAO/Clerk
"Submitted electronically"



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 14, 2022

PREPARED BY: Lisa Higgs, CAO/Clerk

REPORT NO: CAO 2022-15

SUBJECT MATTER: 2021 Strategic Plan Annual Update

Recommendation:

THAT Council receives this report as information;

Purpose:

The Township Strategic Plan was adopted in May of 2018 and requires an annual review to determine if the plan is being implemented. This report serves as the update of the plan's aims for the year ending 2021.

Background:

On February 27th, 2018 Council held a special public meeting to obtain input from the citizens and staff of The Township of Southwold for the purpose of developing a Strategic Plan. The input gained from this meeting was used to develop a four-year Strategic Plan for the Township of Southwold. Many ideas received at the public meeting held in February 2018 were already being implemented by council and staff and therefore may not appear explicitly in the action plan contained in the Strategic Plan. The Strategic Plan was adopted by Council in May of 2018 and annual updates are a requirement of the plan. The below discussion outlines the aims of the plan and the progress made to the end of 2021 on each item.

Comments/Analysis:

<p>1. Growth</p> <p><i>Strategic Goal:</i> <i>To promote residential, agricultural, commercial, and industrial development by ensuring policies and services are in place to support growth in The Township of Southwold.</i></p>	
<p><i>Strategies:</i></p> <p>1.1 Encourage and invest in sewer services and waste water treatment facilities in the growth communities.</p>	2021 UPDATES

<i>Action Plan:</i>	
A. Complete municipal servicing studies, environmental assessments, and development or connection charges studies in anticipation of growth on an ongoing basis.	The Class C EA for Shedden and Fingal wrapped up in 2021. Council hosted a special development meeting and direction was provided to proceed with a WWTP in Shedden and Fingal. Engineering for a conveyance system and WWTP are proceeding.
B. Ensure the appropriate development policies are in place and review and update the Township Official Plan every five years to ensure that the Township retains an adequate supply of vacant lands for growth.	The new Township Official Plan was approved by Council on November 15, 2021 and has been adopted by Elgin County Council.
C. Prioritize the provision of sewer and waste water servicing in the Township budget process.	The wastewater rate study helps to inform rates and connection charges for revenue purposes. A detailed capital sewer budget is prepared by OCWA and presented annually.
D. Establish connection policies and connection charges in the growth areas to appropriately finance waste water treatment and collection systems via a user pay mechanism and federal and provincial government grants.	In 2021, the Wastewater Connection By-Law in Talbotville was amended to include fees for commercial connection, multi-residential connection, apartments, etc.
E. Plan wastewater treatment facilities for diverse uses including residential, commercial, industrial, recreational, and institutional uses.	The Talbotville WWTP MBR system is compatible with all uses. The preferred plant option for Shedden and Fingal as approved in 2021 is also an MBR unit.

1.2 Support & prioritize access to high speed internet for all (agricultural, residential, commercial, industrial, institutional, etc.) Township properties.	2021 UPDATES
<p><i>Action Plan:</i></p> <p>A. Support independent needs studies on telecommunications systems in the Township and promote surveys to ascertain data.</p> <p>B. Form partnerships with agencies, corporations, municipal neighbours, SWIFT, residents, local businesses, and telecommunications companies to find solutions, including alternative options for service.</p> <p>C. Investigate options for servicing growth communities and consider municipal investment or debenture options for residents to expedite installation of high speed internet.</p> <p>D. Support efforts by agricultural and rural property owners to facilitate "last kilometer" high speed infrastructure.</p>	<p>Township staff completed discussions with alternative service providers of internet in 2021 and are pursuing alternatives to Fibre in the ground (i.e. satellite, communications towers, etc).</p> <p>The Township continues to participate in SWIFT through Elgin County. SWIFT announced new infrastructure being installed in the northwest part of the County in 2021.</p> <p>No work was completed in 2021 on this initiative.</p> <p>No work was completed in 2021 on this initiative</p>
1.3 Encourage & Support Residential Development.	2021 UPDATES
<p><i>Action Plan:</i></p> <p>A. Support developers and builders by reducing unnecessary administrative processes and providing clear, responsive, and efficient service.</p>	<p>In 2021 the Township successfully hired a new Deputy CBO to provide enhanced service to residential contractors.</p>

<p>B. Provide opportunities for residential development for diverse populations including young families and seniors.</p> <p>C. Encourage an appropriate mix of residential development including single family dwellings, multi-residential dwellings, and affordable housing.</p> <p>D. Support the development of a retirement community or condominium complex for seniors.</p>	<p>Talbotville saw significant subdivision development in 2021 especially in The Ridge Phase 2, The Enclave, and Talbotville Meadows.</p> <p>The Township approved a Site Plan and Condo Plan in 2021 for the multi-residential block in the Ridge Phase 3.</p> <p>The Township attended the grand opening of the Royal Oaks Senior Living in 2021, located within the Township.</p>
<p>1.4 Utilize the Economic Development Committee to prepare recommendations to attract key businesses to the municipality and develop strategies to retain and expand existing critical businesses.</p>	<p>2021 UPDATES</p>
<p><i>Action Plan:</i></p> <p>A. Provide the EDC the authority to make inquiries, meet with businesses and contacts to promote The Township of Southwold.</p> <p>B. Utilize the Economic Development Committee to help identify development opportunities in the Township and address strategies for supporting small businesses and reducing red tape.</p> <p>C. Utilize the Economic Development Committee to develop a strategy to attract, retain, and expand critical sectors and key businesses such as:</p> <ul style="list-style-type: none"> a. Gas Station b. Coffee Shop c. Financial Institution/Bank/Credit Union d. Pharmacy e. Family Restaurant f. Grocery Store g. Rural Tourism & Agri-Business h. Alternative Accommodation 	<p>This authority was granted previously and is ongoing.</p> <p>The EDC has requested that checklists be developed for potential business sites. This will need to be revisited in 2022.</p> <p>This project is ongoing. Alternative Accommodations have been discussed for inclusion in the Township Official Plan and a request for inclusion of policies in the County OP has been forwarded in 2021.</p>

1.5 Attract new industrial development and encourage expansion and improvements on existing industrial businesses with input from Council and Council members of the EDC.	2021 UPDATES
<p><i>Action Plan:</i></p> <ul style="list-style-type: none"> A. Provide enticements for land owners of vacant industrial land to market their properties to industrial developers. B. Investigate servicing options for lands earmarked for industrial development in the Township Official Plan and reserve funds to service the lands. C. Partner with Elgin County, the Provincial Government, and Federal Government and other agencies to attract industrial development through a marketing plan of key sites. 	<p>The Township approved the Site Plan and redevelopment of the former Ford Property in 2021. The redevelopment is the result of countless hours of administrative and building department support.</p> <p>To support the re-development of the Ford Property, servicing upgrades were supported to water infrastructure on Sunset Road in 2021. A Secondary Plan is included in the 2022 budget to inform long-term servicing.</p> <p>The Township continues to work closely with Elgin County, the MP and the MPP to help market industrial lands. In 2021, the Township submitted another application to the Job Site Challenge for industrial lands. Staff have fielded numerous inquiries from potential purchasers in 2021.</p>

<p>D. Support the creation of incentives that attract new industries and support incentives for existing industrial property owners to improve and expand their businesses.</p> <p>E. Provide excellent administrative services to assist businesses in navigating through various planning processes (plan of subdivision, re-zoning, consent, site plan approval, etc).</p>	<p>The Township updated its Community Improvement Program (Elgincentives) to include new incentives for industrial lands. While Elgincentives funding from Elgin County winded down in 2021, the TEIG program continues for industrial sites.</p> <p>Township staff work hard to assist new business owners in planning ventures. In 2021, the Township hired a Director of Development and Infrastructure with engineering skills to improve administrative support to developers and application turn-around time.</p>
<p>2. Culture, Recreation, Environment, & Community Beautification</p> <p><i>Strategic Goal:</i> Promote a healthy, naturally beautiful, and community oriented municipality by encouraging and supporting involvement of volunteer organizations wishing to provide cultural and recreational activities in the Township of Southwold.</p>	
<p><i>Strategies:</i> 2.1 Complete capital recreation projects and proceed with the revitalization of Township parks.</p>	<p>2021 UPDATES</p>
<p><i>Action Plan:</i> A. Continue working with current multi-purpose committee to set long term priorities for the parks and establish multi-year parks capital project plan.</p>	<p>The multi-purpose parks committee met multiple times in 2021 virtually; most notably their input was received for the new playground in Talbotville.</p>

<p>B. Improve the communication of Township park projects through improved web and social media posts and celebratory grand openings of new capital park investments. Consider an advertising & marking plan to increase awareness and use of facilities.</p> <p>C. Continue to improve efforts to engage community members and enhance representation from all areas of the Township.</p> <p>D. Investigate the feasibility and confer with the multi-purpose committee to establish an action plan on proceeding with the following Township Parks Projects:</p> <ul style="list-style-type: none"> a. Bandshell/Outdoor Stage at the Keystone Complex b. Talbotville New Park Project c. Splash Pad d. New Shedden Open Space Park (Soccer Fields, Lawn Bowling, Football, etc.) <p>E. Maximize the use of community spaces and support community programs that incentivize the use of facilities. Consider partnerships that ensure municipal facilities can be rented for summer camps, day programs, and programs that encourage full rental of parks and municipal buildings.</p>	<p>The COVID-19 pandemic meant that many parks projects were delayed and "grand openings" were not held. A grand opening or celebratory social media post will be scheduled in 2022 for the various parks projects completed in 2021 including the Fingal Heritage Park, Shedden Trail, and new Talbotville Park.</p> <p>More work to be done on a broader community outreach program for 2022.</p> <p>The Talbotville Park was substantially completed in 2021 and will be opened in spring of 2022. The Fingal Heritage Park completed many elements in 2021 and a new trail was built in 2021 at the Shedden Open Space park.</p> <p>COVID-19 restriction meant that facilities and parks were largely unrented and unused in 2021.</p>
<p>2.2 Promote community volunteerism and support community driven events.</p>	<p>2021 UPDATES</p>
<p><i>Action Plan:</i></p> <p>A. Promote volunteering opportunities for Township Committees and local organizations and service clubs through the use of Township staff, website, social media, and communications products.</p>	<p>The Township was able to host a smaller Volunteer appreciation night in 2021,</p>

<p>B. Encourage collaboration between community groups by establishing a secure, privacy compliant, central volunteer database and volunteer mentoring program that supports cross-organization sharing.</p> <p>C. Sponsor efforts, including the creation of a central listing of assets and organization skillsets, to maximize the use of existing assets and sharing of existing resources between organizations.</p> <p>D. Ensure that fair and festival organizers receive support from the Township to aid in their promotion and that resources are committed from the municipality that prioritize the continuation of municipal traditions (i.e. Rosy Rhubarb, Shedden Fair, Optimist Club Parade, Southwold by Tractor, etc).</p> <p>E. Partner with Schools, Elgin Manor, Community Groups to support community events.</p>	<p>To be worked on in 2022.</p> <p>To be completed in 2022.</p> <p>All events, fairs and festivals in 2021 were cancelled because of COVID-19. Staff are hoping that in 2022 these events can return.</p> <p>COVID-19 cancelled all community events, schools were closed intermittently, and Elgin Manor was unopen to the public.</p>
<p>2.3 Prioritize Township-wide beautification projects that enhance our natural resources and promote the rural character of the municipality.</p>	<p>2021 UPDATES</p>
<p><i>Action Plan:</i></p> <p>A. Emphasize year-round, four season, park and municipal property maintenance. Ensure that parks can be accessed in spring, summer, fall, and winter and encourage activities in all seasons.</p>	<p>To be addressed in 2022, especially with the hiring of a new full time parks and facilities operator.</p>

- | | |
|--|---|
| <p>B. Work closely with the Township Communities in Bloom Committee to support the beautification of the municipality.</p> | <p>The Township continues to support the Communities in Bloom through the Public Works Department and by supporting financial requests to the Green Lane Trust. Despite COVID-19, Communities in Bloom continued to maintain flower boxes and hosted a no-contact plant sale to support the beautification of the Township.</p> |
| <p>C. Investigate progressive waste management solutions and evaluate the costs and benefits of different waste management collection service types (i.e. single stream vs. two-stream recycling, compost/organic collection, etc.) and service levels (weekly, bi-weekly, additional seasonal collections, etc). Council selection of the optimal service based on this evaluation.</p> | <p>The Zero Waste Committee worked in 2021 to facilitate the sale of subsidized composters to residents. There have been many developments in 2021 about the transition to producer-responsibility recycling and staff have brought reports to Council to speak to this change.</p> |
| <p>D. Provide options to residents for special waste management such as large article collection, household hazardous waste, community swap days, or a community dumpster option.</p> | <p>In 2021 the Township continued to participate in the St.Thomas Community Recycling Centre. Information to residents regarding waste collection has been frequently posted on the Township Facebook page.</p> |
| <p>E. Encourage wildlife preservation and environmental protection through the use of the protection and promotion of Fingal Wildlife Sanctuary, the consideration of greener services and alternative energy, and the control of invasive species.</p> | <p>The 2021 budget included a continuation of the phragmites management program.</p> |

<p>F. Celebrate our local history and work to preserve heritage features of our community through the support of History Committee initiatives.</p>	<p>The Township continues to support the history committee. In 2021, the Township supported the continued rejuvenation of the Fingal Heritage Park. The Township's War Memorial Committee presented a modified Remembrance Day event with the hosting of a virtual event.</p>
<p>2.4 Place special focus on cultural and recreation activities aimed at serving seniors in our community.</p>	<p>2021 UPDATES</p>
<p><i>Action Plan:</i></p> <p>A. In partnership with Elgin County, develop and implement a plan for our aging population.</p> <p>B. Combat social isolation felt by many seniors by supporting services that help provide care to seniors including volunteer organizations.</p> <p>C. Establish a senior's advisory committee of council to provide input on services for seniors and suggestions for social support.</p> <p>D. Provide recreation opportunities for seniors and invest in activities to create a central hub for seniors.</p> <p>E. Make accessible public spaces a priority by designing fully accessible parks and facilities, and conferring with the County Accessibility Coordinator to ensure parks and facilities are fully</p>	
<p>In 2021, the Southwold Young at Heart committee provided programming and drive-through/drop-off materials and lunches.</p> <p>The Township established the Southwold Young at Heart Committee in late 2018 and adopted Terms of Reference in 2019. The Committee met virtually throughout 2021 and hosted COVID safe events/materials.</p> <p>COVID-19 meant congregate recreation for seniors was prohibited; programming is hoping to return in 2021.</p> <p>All parks projects continue to be constructed in compliance with the AODA.</p>	

committed to the goal of accessible and inclusive spaces.							
<p>3. Municipal Infrastructure, Improved Transportation, and Public Safety</p> <p><i>Strategic Goal:</i> <i>Provide improved transportation and a strong commitment to asset management with a goal of maintaining the Township's infrastructure in the promotion of public safety.</i></p>							
<p><i>Strategies:</i></p> <p>3.1 Update and expand on the existing asset management plan including financing, as regulated by the Provincial government, and commit to maintaining the Township's infrastructure and assets to an always improving level.</p>	2021 UPDATES						
<p><i>Action Plan:</i></p> <table border="0"> <tr> <td style="vertical-align: top;">A. Commitment from Council and staff to follow recommendations arising from the asset management plan.</td><td>In 2019 the Township of Southwold adopted a strategic asset management policy and completed an update to its Roads Needs Study and Asset Management database.</td></tr> <tr> <td style="vertical-align: top;">B. Provide rapid response to repairing Township roads, assets, fleet, and facilities to prevent further damage to municipal properties.</td><td>This is an ongoing Township responsibility.</td></tr> <tr> <td style="vertical-align: top;">C. Ensure that new subdivision development and impacts of growth are well planned and managed for the future impact on municipal assets.</td><td>The Township requires that all new subdivisions submit CAD files and plans to be included into the Township's Asset Register. Municipal budgeting aligns with Asset Management planning, where possible including the retention of sufficient reserve funds.</td></tr> </table>		A. Commitment from Council and staff to follow recommendations arising from the asset management plan.	In 2019 the Township of Southwold adopted a strategic asset management policy and completed an update to its Roads Needs Study and Asset Management database.	B. Provide rapid response to repairing Township roads, assets, fleet, and facilities to prevent further damage to municipal properties.	This is an ongoing Township responsibility.	C. Ensure that new subdivision development and impacts of growth are well planned and managed for the future impact on municipal assets.	The Township requires that all new subdivisions submit CAD files and plans to be included into the Township's Asset Register. Municipal budgeting aligns with Asset Management planning, where possible including the retention of sufficient reserve funds.
A. Commitment from Council and staff to follow recommendations arising from the asset management plan.	In 2019 the Township of Southwold adopted a strategic asset management policy and completed an update to its Roads Needs Study and Asset Management database.						
B. Provide rapid response to repairing Township roads, assets, fleet, and facilities to prevent further damage to municipal properties.	This is an ongoing Township responsibility.						
C. Ensure that new subdivision development and impacts of growth are well planned and managed for the future impact on municipal assets.	The Township requires that all new subdivisions submit CAD files and plans to be included into the Township's Asset Register. Municipal budgeting aligns with Asset Management planning, where possible including the retention of sufficient reserve funds.						

3.2 Emphasize public safety on municipal roadways and provide safe active transportation options.	2021 UPDATES
<p><i>Action Plan:</i></p> <ul style="list-style-type: none"> A. Ensure speed limits in small communities are compatible with the goal of public safety with an emphasis on low speed limits near parks and public facilities where children are travelling. B. Partner with the OPP to ensure that municipal speed limits are enforced and encourage targeted enforcement via focused patrols. C. Confirm that new subdivisions in growth communities include sidewalks and active transportation networks to encourage safety. Ensure all new parks are fenced. D. Ensure that new subdivisions are designed with traffic control measures that reduce impacts on public safety resulting from growth. 	<p>This is an ongoing Township responsibility. Stop signs were installed on Talbotville Gore Road in 2021.</p> <p>The Township continues to lobby the OPP to improve enforcement. Southwold community policing continued to meet in 2021 and advocate to OPP for improved speed management.</p> <p>All plans of subdivision submitted and under construction in 2021 were required to provide sidewalks and trail systems to new parks.</p> <p>Talbotville plans of subdivision included community input related to traffic control. Concrete barriers were deployed in 2021 to appropriately direct construction traffic.</p>
3.3 Investigate transportation options for seniors and isolated populations in rural communities.	2021 UPDATES
<p><i>Action Plan:</i></p> <ul style="list-style-type: none"> A. Support and help facilitate shared senior transportation opportunities. B. Explore alternative public transportation models used in other jurisdictions and investigate the feasibility of these systems in Southwold. 	<p>COVID-19 prohibited the Township from proceeding with this initiative.</p>

<p>C. Work with community volunteer organizations and municipal partners to help promote transportation options for seniors and isolated populations.</p>	
<p>3.4 Ensure that residents have access to health services and are well informed about ways to protect their own personal safety.</p>	<p>2021 UPDATES</p>
<p><i>Action Plan:</i></p> <p>A. Maintain medical building in Shedden for health service(s) and work to preserve and attract various health providers in the municipality.</p> <p>B. Educate residents about emergency management and emergency preparedness and provide frequent public education on fire prevention.</p> <p>C. Continue to liaise with Elgin County to maintain ambulance services in a timely manner for residents and that growth is accounted for in coordinating service.</p>	<p>The doctor's office in Shedden remains occupied. While Dr. Robinson retired in 2021, her daughter is taking over the practice.</p> <p>2021 was again defined by the COVID-19 Emergency and the Declaration of a State of Emergency. The Township's website and Facebook page have been dominated by COVID-19 messaging. Social media campaigns have also focused on emergency preparedness.</p> <p>The Township supports EMS services through Elgin County and through tiered medical response.</p>
<p>4. Municipal Financial Stewardship</p> <p><i>Strategic Goal:</i> To exercise good financial stewardship in the management of Township expenditures and revenues.</p>	
<p><i>Strategies:</i></p> <p>4.1 To continue researching and applying for applicable Federal and Provincial funding.</p>	<p>2021 UPDATES</p>

<p><i>Action Plan:</i></p> <p>A. Continue memberships in various Municipal Associations and collaboration with municipal partners.</p> <p>B. Pre-screen grant information at staff level to determine eligibility and qualifying projects prior to Council recommendation and application.</p> <p>C. Engage, where appropriate, the services of a consultant for completion of grant applications.</p>	<p>Township maintains memberships in AMCTO, MFOA, OBOA, DSAO, AMO, ROMA, OGRA, etc. and participates in shared Elgin working groups.</p> <p>The Township successfully received multiple grants in 2021.</p> <p>The Township continues to use consultants where required to apply for and receive grants.</p>
<p>4.2 Review and protect the assessment base.</p>	<p>2021 UPDATES</p>
<p><i>Action Plan:</i></p> <p>A. Review large changes in assessment as identified by MPAC and monitor and report on changes in assessment practices and legislation.</p> <p>B. Support and consider assessment management efforts beyond Township staff including the use of external consultants, County resources, and municipal organizations.</p>	<p>The Township has worked with MTAG as well as Elgin County to help review and protect assessment changes. COVID-19 meant that MPAC's assessment update remains delayed.</p>
<p>4.3 Adopt, review, and frequently update policies that support strong financial stewardship including policies on the following:</p>	<p>2021 UPDATES</p>
<p><i>Action Plan:</i></p> <p>A. Use of Township owned lands (including commercial owned buildings and future development lands) and Township owned properties.</p> <p>B. Revenue and Tax Collection</p> <p>C. Procurement/Purchasing.</p> <p>D. Use of and Contributions to Township Reserves.</p> <p>E. Financial Reporting.</p>	<p>In 2021, the Township completed an RFP to sell the Stoss property.</p> <p>To be completed 2022</p> <p>Updated in 2019.</p> <p>To be completed by 2022</p> <p>To be completed by 2022</p>

F. Investment Policy	To be completed by 2022
<p>5. Public Engagement, Transparent Government, and Informing the Community</p> <p><i>Strategic Goal:</i> To promote public engagement, transparent government, and strong communications with all members of the community across various mediums for the strengthening of civic participation.</p>	
<p><i>Strategies:</i> 5.1 Continue improving information disseminated by the municipality.</p>	2021 UPDATES
<p><i>Action Plan:</i></p> <ul style="list-style-type: none"> A. Develop improved website content more frequently and re-format so that residents can more easily navigate municipal information. B. Maintain a stand-alone bulletin board (whether physical or digital) within communities for local advertising use. C. Continue newsletters with water and tax bills. D. Create a central information contact list whereby residents can opt into receiving various memos and communications from the municipality. E. Aim for improved communication with residents and engagement via sharing through various social media platforms. 	<p>Township staff launched a new brand and website in 2021, including complete content review and re-design. The feedback from the public has been very positive.</p> <p>To be completed in future.</p> <p>2021 featured newsletters in the tax bills and Southwold in Motion in the water bills.</p> <p>Website update provides the ability to subscribe to get information on various topics and pages. To be further enhanced in 2022.</p> <p>The Community Services and Communications Clerk has significantly improved Facebook posts. The Township in 2021 created and is active on multiple social media accounts (Twitter, Instagram, etc).</p>

5.2 Adopt practices that promote transparent government	2021 UPDATES
<i>Action Plan:</i>	
A. Adopt and abide by public notice policies.	Ongoing.
B. Consider proactive disclosure practices.	In 2021, the Township acquired access to Laserfiche Cloud which will allow for a public portal to many of the Township's public records database to be launched in 2022.
C. Make public records easily available online in an accessible format.	The new website launched in 2021 includes all documents posted in an accessible format.
5.3 Celebrate community engagement and create vibrant connections within the community.	2021 UPDATES
<i>Action Plan:</i>	
A. Consider strategies to support community neighbourhood engagement.	In 2021, COVID-19 and social distancing protocols meant neighbourhood engagement was challenging.
B. Support community outreach efforts and neighbourhood efforts that enhance our subdivisions, making them more than "bedroom communities".	Ongoing.
C. Encourage collaboration between community groups of volunteers to move towards common goals.	Collaborative events (i.e. Winterfest, Volunteer Appreciation) were cancelled because of COVID-19

Financial Implications:

None.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- ☐ Promoting residential, agricultural, commercial, and industrial development by ensuring policies and services are in place to support growth in The Township of Southwold.
- ☐ Promoting a healthy, naturally beautiful, and community-oriented municipality by encouraging and supporting involvement of volunteer organizations wishing to provide cultural and recreational activities in the Township of Southwold.
- ☐ Providing improved transportation and a strong commitment to asset management with a goal of maintaining the Township's infrastructure in the promotion of public safety
- ☐ Exercising good financial stewardship in the management of Township expenditures and revenues.
- ☒ Promoting public engagement, transparent government, and strong communications with all members of the community across various mediums for the strengthening of civic participation.

Respectfully Submitted by:
Lisa Higgs, CAO/Clerk



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 14, 2022

PREPARED BY: Lisa Higgs, CAO/Clerk

REPORT NO: CAO 2022-16

SUBJECT MATTER: Request from Great Lakes Farms – Sale of Hard Cider

Recommendation:

THAT Council receives this report as information;

AND THAT Council supports the request from Great Lakes Farms for the issuance of a "By-The Glass" Endorsement through the AGCO so that Great Lakes Farms can sell hard cider.

Purpose:

To provide Council with information on the request received from Great Lakes Farm, supporting their application to the AGCO for an endorsement to sell Hard Cider "By the Glass" at their agri-tourism operation.

Background:

Staff received a request from Joe Van de Gevel, operator of Great Lakes farms, indicating that he is currently applying for a license to sell their hard cider by the glass at the farm to increase tourism and news about our cider to customers. The AGCO is requesting a Municipal Resolution, indicating that the local municipal council is supportive of this endorsement.

The "By the Glass" initiative allows Ontario wineries, breweries and distilleries to make an application to the AGCO for a Manufacturer's Limited Liquor Sales Licence to sell and serve their wine, beer and spirits to patrons for consumption at their manufacturing site. The sale and service of the wine, beer and spirits must be primarily aimed at promoting the manufacturer's product and either providing an enhanced tourist experience or fulfilling an educational purpose.

According the regulations posted on the AGCO website, "Areas eligible for licensing under a Manufacturer's Limited Liquor Sales Licence must be located on or immediately adjacent to a manufacturing site and under the sole control of the manufacturer.

Wine, beer and spirits will not be permitted in such areas as public roads, thoroughfares, driveways and parking lots, or in other areas that may raise public safety concerns.” The manufacturer is required under the application process to provide an application, site plan, and a municipal resolution, including written notice from the Council of the Municipality within which the applicant’s manufacturing site is located confirming that it has passed a resolution in support of the issuance of the licence.

Comments :

Staff recommends that Council pass the resolution supporting Great Lakes Farms Application. The licensing under AGCO and the requirement for the Council resolution is to indicate the support of the local community. The Hard Cider manufacturing at Great Lakes Farms supports their growing agri-tourism business and on-farm diversified uses to add value to their products. These are all initiatives that the Township supports in our long term planning documents.

Financial Implications:

None.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- ☒ Promoting residential, agricultural, commercial, and industrial development by ensuring policies and services are in place to support growth in The Township of Southwold.
- ☐ Promoting a healthy, naturally beautiful, and community-oriented municipality by encouraging and supporting involvement of volunteer organizations wishing to provide cultural and recreational activities in the Township of Southwold.
- ☐ Providing improved transportation and a strong commitment to asset management with a goal of maintaining the Township’s infrastructure in the promotion of public safety
- ☐ Exercising good financial stewardship in the management of Township expenditures and revenues.
- ☐ Promoting public engagement, transparent government, and strong communications with all members of the community across various mediums for the strengthening of civic participation.

Respectfully Submitted by:
Lisa Higgs, CAO/Clerk



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 14, 2022

PREPARED BY: Lisa Higgs, CAO/Clerk

REPORT NO: CAO 2022-17

SUBJECT MATTER: Hunter Cemetery By-Laws

Recommendation:

THAT Council receives this report as information;

AND THAT Council adopts the Hunter Cemetery By-Law to provide for the maintenance, administration, and management of the Hunter/Lake Road Cemetery;

AND THAT Council adopts the By-Law amending the Township User Fees to allow for the sale of cemetery plots at the Hunter Cemetery.

Purpose:

To provide Council with information on the draft Hunter Cemetery By-Law included on the March 14th, 2022 agenda.

Background:

As Council is aware, in the fall of 2021 we received a request from the previous Hunter Cemetery Board for the municipality to assume the responsibility for the management of the cemetery. As part of the Township taking over the operation of the cemetery, the Board has transferred all of the financial assets and records of the cemetery over to the Township. All required paperwork has been forwarded to the Bereavement Authority of Ontario (BAO).

Comments:

This cemetery is an active cemetery, meaning that there are burials that still take place and there are lots that are vacant and available for sale. While most of the lots have been sold (and properly receipted and recorded on a very accurate plot map provided by the former board members), there are still 10 vacant lots for sale. Included on the Council agenda is a By-Law to amend the user fees By-Law to allow for a Hunter Cemetery Plot fee of \$300.00. This is consistent with the fees that the previous cemetery board was charging. The Township agreed that we can maintain these fees initially, but we did explain to the cemetery board that these will likely have to be raised

in the coming years to ensure the Continuous Care Fund has sufficient resources to maintain the cemetery indefinitely.

We have also contracted the grass cutting and general maintenance of the cemetery to our existing grass cutting contractor who currently maintains the McIntyre Cemetery, Braynes Cemetery, etc.

Since this is an active cemetery, there needs to be a By-Law enacted for the maintenance, administration, and management of the cemetery which is approved by the BAO and which will help inform our overall management of the cemetery. Attached to the agenda is a By-Law for Council adoption which was taken from a template provided by the BAO. We did confer with the former board members about elements of the By-Law, such as the limits on the number of cremations permitted to be buried per lot.

Financial Implications:

None.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- ☐ Promoting residential, agricultural, commercial, and industrial development by ensuring policies and services are in place to support growth in The Township of Southwold.
- ☒ Promoting a healthy, naturally beautiful, and community-oriented municipality by encouraging and supporting involvement of volunteer organizations wishing to provide cultural and recreational activities in the Township of Southwold.
- ☐ Providing improved transportation and a strong commitment to asset management with a goal of maintaining the Township's infrastructure in the promotion of public safety
- ☐ Exercising good financial stewardship in the management of Township expenditures and revenues.
- ☐ Promoting public engagement, transparent government, and strong communications with all members of the community across various mediums for the strengthening of civic participation.

Respectfully Submitted by:
Lisa Higgs, CAO/Clerk



THE TOWNSHIP OF
WOOLWICH

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FINANCE/RECREATION/FACILITIES FAX 519-669-9348

March 8, 2022

Prime Minister of Canada
Hon. Justin Trudeau
Office of the Prime Minister
80 Wellington Street
Ottawa, ON
K1A 0A2

Premier of Ontario
Hon. Doug Ford
Legislative Building
Queen's Park
Toronto, ON
M7A 1A1

Honorable Prime Minister Trudeau and Premier Ford:

RE: Resolution Passed by Woolwich Township Council – Mental Health Supports

This letter is to inform you that the Council of the Township of Woolwich endorsed the following resolution at their meeting held on March 7, 2022:

WHEREAS the Council of the Township of Woolwich (the "Township") has been an annual funding partner of Woolwich Counselling Centre to support local mental health counselling; and

WHEREAS Woolwich Counselling Centre is part of the broader Counselling Collaborative of Waterloo Region, a community-based partnership between six community counselling service providers within Waterloo Region; and

WHEREAS the COVID-19 pandemic has had a significant impact on individuals and families, both globally and locally, including immediate and ongoing mental health concerns; and

WHEREAS the Township is aware that there has been an average 39% increase in total client referrals, which includes a 71% increase in child and youth referrals, for government funded programs in 2021 across member organizations of the Counselling Collaborative of Waterloo Region, which has led to difficulty for the member organizations to keep up with the demand in terms of bringing on new qualified staff to support the substantial increase in local client needs; and

WHEREAS the Township believes local needs for mental health supports and difficulties in responding to this increased need is indicative of a broader issue across Ontario and is expected to continue in the future; and

WHEREAS the current provincial funding model for mental health support is fragmented across several ministries and programs;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of Woolwich requests that the Government of Canada ensure appropriate and sustained funding is transferred to provinces for mental health purposes in their 2022 budget; and

THAT the Council of the Township of Woolwich requests the Government of Ontario to provide stable, reliable and predictable funding for mental health organizations in their 2022 budget; and

THAT this resolution be forwarded to the Prime Minister, the Federal Minister of Finance, the local Member of Parliament, the Federation of Canadian Municipalities (FCM), the Premier of Ontario, the Ontario Minister of Finance, the local Member of Provincial Parliament, the Association of Municipalities of Ontario (AMO) and other municipalities in Ontario.

Should you have any questions, please contact Alex Smyth, by email at asmyth@woolwich.ca or by phone at 519-669-6004.

Yours truly,



Jeff Smith
Municipal Clerk
Corporate Services
Township of Woolwich

cc. Chrystia Freeland, Deputy Prime Minister and Minister of Finance
Tim Louis, MP Kitchener-Conestogo
Federation of Canadian Municipalities
Peter Bethlenfalvy, Ontario Minister of Finance
Mike Harris, MPP Kitchener-Conestogo
Association of Municipalities in Ontario (AMO)
Municipalities in Ontario



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2022-19

Being a By-Law to establish user fees for cemetery plots and amend By-law No. 2021-73

WHEREAS Section 391 of the Municipal Act, 2001, R.S.O. 2001, c. 25, as amended, provides that the Council of a local municipality may pass by-laws to impose fees and charges;

AND WHEREAS the Corporation of the Township of Southwold owns the municipal cemetery known as the Lake Line (Hunter) Cemetery;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD ENACTS AS FOLLOWS:

1. That the following be added as Item 1.34 to Schedule "A" to By-law No. 2021-73:

Item	Category	Sub-Category	Item	Fee	Notes
1.34	Admin		Lake Line (Hunter Cemetery Plot Fee	\$300.00	

2. This by-law comes into full force and effect on March 14, 2022.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND FINALLY PASSED THIS 14TH DAY OF MARCH, 2022.

Mayor
Grant Jones

CAO/Clerk
Lisa Higgs



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2022-20

Being a By-Law to authorize a lease agreement for use of the medical centre.

WHEREAS Section 20 of the Municipal Act, 2001, R.S.O. 2001, as amended, authorizes a municipality to enter into agreements;

AND WHEREAS it is the desire of the Corporation of the Township of Southwold to authorize a lease agreement with Dr. Rebecca Meghan Robinson for use of the Medical Centre located at 35846 Talbot Line, Shedden, Ontario.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD ENACTS AS FOLLOWS:

1. That the Mayor and CAO/Clerk are authorized to sign on behalf of the Corporation of the Township of Southwold the Rental Lease Agreement attached to this By-law as Schedule "A".
2. This By-law shall come into force and effect upon the final passing thereof.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND FINALLY PASSED THIS 14TH DAY OF MARCH, 2022.

Mayor
Grant Jones

CAO/Clerk
Lisa Higgs

THIS LEASE made this **14th** day of **March, 2022**.

IN PURSUANCE of the Commercial Tenancies Act, R.S.O. 1990, c. L.7

BETWEEN:

DR. REBECCA MEGHAN ROBINSON, c.o.b. as Medical Centre, of the Township of Southwold, in the County of Elgin

(Hereinafter called the "LESSEE"
OF THE FIRST PART)

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD,

(Hereinafter called "LESSOR"
OF THE SECOND PART)

In Consideration of the rents and covenants contained in this lease on the part of the Lessee, the Lessor leases to the Lessee the premises municipally known as 35846 Talbot Line, Shedden, Ontario. (the "Premises")

1. Premises and Term

- (1) Premises shall mean the exclusive use of the doctor's office space and downstairs storage area of the building. The premises also includes shared use, with another tenant of the building, of the entrance area, building lobby and parking lot.
- (2) The Lessor hereby demises and leases the Premises to the Lessee and the Lessee hereby leases the Premises from the Lessor.
- (3) The term of this lease shall be for five (5) years ("Term") to be computed from and inclusive of the _____ to be fully completed on the _____, unless such term shall be sooner terminated as hereinafter provided.

2. Rent

- (1) Rent shall be \$7,068.24 per year plus HST.

Payable in monthly instalments on the first day of the month
\$589.02 + HST per month
- (2) The rental rate may be increased annually, effective January 1st, in accordance with the Consumer Price Index as per the Residential Tenancies Act and the lessor will notify the lessee in writing prior to September 1st of each subsequent year the increased amount.
- (3) Rent Past Due

If the Lessee fails to pay any Rent, when the same is due and payable, such unpaid amount shall bear interest at the Prime Rate of interest as charged by the Bank of Canada from time to time plus 2%, such interest to be calculated from the time such Rent becomes due until paid by the Lessee.

3. Lessee's covenants

The Lessee covenants with the Lessor:

- (1) **Rent** - To pay rent as provided for in Paragraph 2, above.
- (2) **Condition of Premises** - To keep the portion of the Premises under exclusive use in a clean and tidy condition and not to permit waste or objectionable material to accumulate.
- (3) **Inspection and Repair** - To permit the Lessor at all reasonable times to enter the Premises to inspect the condition of them, and where such inspection reveals that repairs are necessary to permit the Lessor to make repairs as required. To advise the Lessor of the need for repairs as soon as the Lessee becomes aware of such needs.
- (4) **Overloading Floors** - Not to bring upon the Premises machinery, equipment, articles or thing that by reason of their weight, size or use might damage the Premises and not at any time to overload the floors of the Premises and if damage is caused to the Premises by machinery, equipment, articles or things or by overloading by any act, neglect, or misuse on the part of the Lessee, its servants, agents, or employees or any person having business with the Lessee, forthwith to repair or repay to the Lessor the cost of making good the damage.
- (5) **Assignment** - Not to assign or sublet without the prior written consent of the Lessor, provided consent shall not be unreasonably withheld and to furnish to the Lessor copies of any assignments or subleases made under this lease. No consent to any assignment or transfer shall relieve the Lessee from its obligations to pay rent and to perform all of the covenants, terms and conditions herein contained.
- (6) **Nuisance** - Not to do or omit to do or permit to be done or omitted anything on or in respect of the Premises the doing or omission of which (as the case may be) shall be or result in a nuisance.
- (7) **Insurance** - That the Lessee shall, at its sole cost and expense take out and maintain in full force and effect at all times throughout the Term and any Sub-Tenant shall, at its sole cost and expense, take out and maintain in full force and effect at all times throughout its sub tenancy, the following insurance:

- (a) Public liability insurance covering their respective operations conducted on the Premises. Such insurance shall have inclusive limits of at least \$5,000,000.00 and such insurance shall include the Lessor as additional insured and such insurance shall contain cross liability and severability of interest clauses;
- (b) Lessee legal liability insurance covering property damage to the Premises. Such insurance shall have sufficient limits to cover the Lessee's tort liability from time to time;
- (c) Property insurance on contents owned by them or for which they have an insurable interest within the Premises or on the Lands. Such insurance shall be in amounts and on such terms and conditions as a prudent business owner would carry; and
- (d) Any other forms of insurance that the Lessor acting prudently may require from time to time.

Insurance certificates showing evidence of such insurance shall be sent to the Lessor and renewals thereof from time to time showing evidence of continued insurance showing the Lessor as additional insured.

- (8) **Indemnity** - To indemnify the Lessor from liabilities, damages, costs, claims, suits or actions resulting from:
 - (a) a breach, violation or non-performance of any covenant or proviso of this lease on the part of the Lessee; or
 - (b) damage to property occasioned by the use and occupation of the Premises;
- (9) **Notice of Intention to Terminate** - To notify the Lessor at least three (3) months before the date of termination of this Lease or, that it intends to vacate the Premises upon the termination of the Lease and upon notice being given. Such notice shall be provided to the Corporation of the Township of Southwold.
- (10) **Use of Premises** - The Lessee covenants that it will use the Premises for the purpose of operating Medical Centre and it will not carry on or permit to be carried on therein any other trade or business without the prior written consent of the Lessor.
- (11) **Name of Building** - Not to refer to the Building, of which the Premises is a part by any name other than that designated by the Lessor, nor use the name of the Building for any purpose except as the business address of the Lessee.

- (12) **Surrender of Premises** - At the expiration of earlier termination of this lease, the Lessee shall peaceably surrender and give up to the Lessor vacant possession of the Premises in the same condition and state of repair as the Lessee is required to maintain the Premises throughout the Term and in accordance with its obligations in this lease.

4. Lessor's covenants

The Lessor covenants with the Lessee:

- (1) **Quiet Enjoyment** - For quiet enjoyment
- (2) **Insurance** - The Lessor shall provide and maintain insurance on the whole of the Premises against loss, damage or destruction caused by fire and extended perils under a standard extended form of fire insurance policy in such amounts and on such terms and conditions as would be carried by a prudent owner of a similar building having regard to the size, age and location of the Premises. The amount of insurance to be obtained shall be determined at the sole discretion of the Lessor. The Lessor may maintain such other insurance in respect of the property and its operation and management as the Lessor determines, acting reasonably. The Lessee shall not be an insured under the policies with respect to the Lessor's insurance nor shall it be deemed to have any insurable interest in the property covered by such policies, or any other right or interest in such policies or their proceeds.
- (3) **Alterations by Lessee** - To permit the Lessee to make with the written consent of the Lessor, such consent not to be unreasonably withheld, alterations, additions and improvements to the Premises that will, in the judgment of the Lessee, better adapt them to the purpose of its business provided however, that the alteration, additions and improvements shall not impair the structural strength of the building. All improvements, erections or alterations made to the Premises by the Lessee shall be made at its own expense and shall remain the property of the Lessor.
- (4) **Repairs** – The Lessor agrees to complete repairs, that in the Lessors opinion, are required to keep the property and building in a safe and useable condition.
- (5) **Outside Maintenance** - The Lessor agrees to provide for all outside maintenance such as grass cutting, snow removal and exterior repairs as required.
- (6) **Parking** - The Lessor agrees to include the right of passage of persons and vehicles from Elgin Road # 3, Shedden and the right to use a parking area for the parking of vehicles for customer use.

- (7) **Utilities** – The Lessor shall be responsible for payment of utilities for the premises. Utilities shall include water, septic tank pumping, natural gas, electrical service and property taxes.

5. Provisos

Provided always, and it is agreed between the parties:

- (1) **Forfeiture of Lease** - If, without the written consent of the Lessor, the Premises remain vacant or not used for a period of thirty (30) days, or if the term or any of the goods and chattels of the Lessee are seized or taken in execution or in attachment by a creditor of the Lessee, or if the Lessee makes an assignment for the benefit of creditors or gives any bill of sale without complying with the *Bulk Sales Act* or if the Lessee becomes bankrupt or insolvent or takes benefit of any Act now or hereafter in force for bankrupt or insolvent debtors or if an order is made for the winding-up of the Lessee, then and in every case the current month's rent and the next ensuing three (3) month's rent shall immediately become due, and at the option of the Lessor, this Lease shall terminate and the term shall immediately become forfeited, in which event the Lessor may re-enter and take possession of the Premises as though the Lessee or any occupant or occupants of the Premises was or were holding over after the expiration of the term without any right.
- (2) **Exemption re Distress** - Notwithstanding the benefit of any present or future statute taking away or limiting the Lessor's right of distress, none of the goods and chattels of the Lessee on the Premises at any time during the term shall be exempt from the levy by distress for rent in arrears.
- (3) **Non-liability of Lessor** - The Lessor shall not be liable or responsible in any way for the personal injury or death suffered by the Lessee or any employee of the Lessee or any other person who may be upon the Premises or for any loss of or damage or injury to property belonging to the Lessee or its employees or to any other person while it is on the Premises, provided; however, that this paragraph shall not apply to injuries, damages or death caused directly by the negligence, reckless, or willful conduct of the Lessor, its employees, agents or representatives.
- (4) **Holding over** - If the Lessee holds over after the term or any extended term, the holding over shall be construed to be a tenancy from month to month only and shall have no greater effect, any custom, statute, law or ordinance to the contrary notwithstanding. The month-to-month tenancy shall be governed by the terms and conditions of this lease

notwithstanding any statutory provision or rule of law to the contrary; provided however, that during a period of holding over, the Lessee shall pay only the monthly rent payable during the month immediately preceding the expiration or termination of this Lease.

- (5) **Removal of Lessee's Fixtures** - The Lessee shall remove its fixtures; provided that the Lessee shall not remove from the premises, the plumbing, heating or ventilation equipment or other building services. Provide further that the Lessee shall repair any damage caused during the process of such removal. The Lessor hereby consents to the removal of the fixtures owned by the Lessee upon termination of this Lease.
- (6) **Following Lessee's Goods** - In case of removal by the Lessee of its goods and chattels from the Premises, the Lessor may follow them.
- (7) **Evidence of Payments**- The Lessee shall from time to time at the request of the Lessor, produce to the Lessor satisfactory evidence of the due payment of all amounts required to be paid by the Lessee under this lease.
- (8) **Lessor's Right to Pay Lessee's Obligations** - If the Lessee fails to pay any insurance premiums or charges which it has covenanted to pay in this Lease, the Lessor may pay them and charge the sums paid to the Lessee who shall pay them forthwith on demand; and the Lessor in addition to their rights, shall have the same remedies and may take the same steps for the recovery of all such sums as if they are in arrears. All arrears of rent and moneys paid by the Lessor under this Lease shall bear interest as charged by the Bank of Canada from time to time plus 2% from the time the sums become due until paid to the Lessor.
- (9) **Additions and Fixtures** - Subject to paragraphs 4(3) and 5(5), any building, erection or improvement placed or erected upon the Premises shall become a part of them and shall not be removed and shall be subject to the provision of this Lease, but no building, erection, or improvement shall be erected upon the Premises without the prior written consent of the Lessor.
- (10) **Damage to Premises** - If during the term, the Premises are damaged by fire, lightning or tempest, or any of the perils insured against under the provisions of paragraph 3 (8) then and in every such event if the damage or destruction is such that the Premises are rendered wholly unfit for occupancy, or it is impossible or unsafe to use and occupy, and if in the opinion of the Chief Building Official of the Corporation of the Township

of Southwold, such opinion to be given to the Lessee, within ten (10) days of the happening of the damage, the Premises:

- (a) Cannot be repaired with reasonable diligence within one hundred and eighty (180) days from the happening of the damage, either party may within five (5) days next succeeding the giving of the opinion terminate this lease by giving in the other notice in writing, in which event the lease shall cease as of the date of the damage and the rent and all other payments for which the Lessee is liable under this lease shall be apportioned and paid in full to the date of damage. If neither the Lessor nor the Lessee terminates this Lease, then the Lessor shall repair the Premises with all reasonable speed and the rent shall abate from the date of the happening of the damage until the damage shall be made good and the Lessee can again use and occupy the Premises; or
 - (b) Can be repaired with reasonable diligence within one hundred and eighty (180) days from the happening of the damage then the rent shall abate from the date of the happening of the damage until the damage shall be made good and the Lessee can again use the Premises and the Lessor shall repair the damage with all reasonable speed; or
 - (c) Is such that the Premises are capable of being partially used for the purposes for which they are leased, then until the damage has been repaired the rent shall be reduced by the fraction that the area of that part of the Premises which is rendered unfit for occupancy is to the area of the Premises, and the Lessor shall repair the damage with all reasonable speed.
- (11) **Re-entry by Lessor** - Proviso for re-entry by the Lessor on non-payment of rent or non-performance of covenants.
- (12) **Inspection by Interested Parties** - During the term the Premises and all parts of them may be, inspected at all reasonable times on the production of a written order to that effect signed by the Lessor or his agents.
- (13) **Signs** - The Lessee may from time to time during the term erect, paint, display, maintain, alter or remove advertising signs on the exterior and interior of the walls and on the roof of the Premises. All signs shall be dignified in appearance and shall comply with the requirements of municipal and governmental authorities. Subject to the Lessor's approval, which approval shall not be unreasonably withheld, they shall

remain the property of the Lessee and shall be removed by it upon the termination of this Lease. Upon the removal of signs, the Premises shall be restored to their original condition except for reasonable wear and tear. The Lessee shall indemnify the Lessor against any loss or damage caused to any person or thing as a result of the placing or use of a sign on the Premises.

- (14) **Waiver of Breaches** - The failure of the Lessor to insist upon a strict performance of any of the covenants and provisos shall not be deemed a waiver of any rights or remedies that the Lessor may have or a waiver of any subsequent breach or default.
- (15) **Structures** - Whether in this Lease reference is made to the "Premises" it shall include all structures, improvements, and erections in or upon the Premises or any part of them from time to time.
- (16) **Place for Payments** - All payments required to be made by the Lessee shall be made to the Lessor at the Lessor's place of business, currently the Corporation of the Township of Southwold, 35663 Fingal Line, Fingal, Ontario or to the agents of the Lessor or at such other place as the Lessor shall from time to time direct in writing.
- (17) **Assignment by Lessor** - The Lessor may assign his rights under this Lease to a lending institution as collateral security. If an assignment is made by the Lessor and notification is given to the Lessee, this Lease shall not be cancelled or modified except as provided for by the terms of the Lease or any law, without the consent in writing of the lending institution.
- (18) **Acknowledgment by Lessee** - The Lessee shall when reasonably required by the Lessor, and at the Lessor's expense, consent to and become a party to any instrument relating to this Lease which may be required by or on behalf of the purchaser, bank or mortgagee of the Premises; provided always that the rights of the Lessee as set out in this Lease shall not be varied by such instrument.
- (19) **Notices** - Any notice, request or demand provided for in the lease shall be sufficiently given or made if mailed by registered mail, postage prepaid, address:

If to the Lessor - 35663 Fingal Line, Fingal, ON N0L 1K0

If to the Lessee - 35846 Talbot Line, Shedden, ON N0L 2E0

Any notice mailed as aforesaid shall be conclusively deemed to have been given on the business day following the day it was mailed. Either of the parties may at any time given notice in writing to the other of any change

of address and thereafter all notices shall be mailed to the new address so notified.

- (20) **Interpretation** - Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and words importing persons shall include firms and corporations.
- (21) **Binding Effect** - This Lease and everything contained in it shall extend to, bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties to it subject to the consent of the Lessor being obtained; as provided in this Lease, to any assignment or sublease by the Lessee. All covenants contained in this Lease shall be deemed joint and several and all rights and powers reserved to the Lessor may be exercised by either the Lessor or its agents or representatives.

6. Default

- (1) **Default and Right to Re-enter** - Any of the following constitutes an Event of Default under this Lease:
- (a) any Rent due is not paid within five (5) days after notice in writing from the Lessor to the Lessee;
 - (b) the Lessee has breached any of its obligations in this Lease and, if such breach is capable of being remedied and is not otherwise listed in this Section 6.1, after notice in writing from the Lessor to the Lessee:
 - (i) the Lessee fails to remedy such breach within ten (10) days (or such shorter period as may be provided in this Lease); or
 - (ii) if such breach cannot reasonably be remedied within ten (10) days (or such shorter period), the Lessee fails to commence to remedy such breach within ten (10) days of such breach, or thereafter fails to proceed diligently to remedy such breach;
 - (c) the Lessee or any Indemnifier becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, an assignment or arrangement with its creditors, or any steps are taken or proceedings commenced by any person for the dissolution, winding-up or other termination of the Lessee's existence or the liquidation of its assets;
 - (d) a trustee, receiver, receiver/manager or a person acting in a similar capacity is appointed with respect to the business or assets of the Lessee or any indemnifier;

- (e) the Lessee or any Indemnifier makes a sale in bulk of all or a substantial portion of its assets, other than in conjunction with an assignment or sublease approved by the Lessor;
 - (f) this Lease or any of the Lessee's assets are taken under a writ of execution and such writ is not stayed or vacated within fifteen (15) days after the date of such taking;
 - (g) the Lessee makes an assignment or sublease, other than in compliance with the provisions of this Lease;
 - (h) the Lessee abandons or attempts to abandon the Premises or the Premises become vacant or substantially unoccupied for a period of five (5) consecutive days or more;
 - (i) the Lessee moves or commences, attempts or threatens to move its trade fixtures, chattels and equipment out of the Premises; or
 - (j) any insurance policy covering any part of the Property is, or is threatened to be, cancelled or adversely changed (including a substantial premium increase) as a result of any action or omission by the Lessee or any person for whom it is legally responsible.
- (2) **Default and Remedies** - If and whenever an Event of Default occurs, then, without prejudice to any other rights which it has pursuant to this Lease or at law, the Lessor shall have the following rights and remedies, which are cumulative and not alternative:
- (a) to terminate this Lease by notice to the Lessee or to re-enter the Premises and repossess them and, in either case, enjoy them as of its former estate, and to remove all persons and property from the Premises and store such property at the expense and risk of the Lessee or sell or dispose of such property in such manner as the Lessor sees fit without notice to the Lessee. If the Lessor enters the Premises without notice to the Lessee as to whether it is terminating this Lease under this Section 6.2(a) or proceeding under Section 6.2(b) or any other provision of this Lease, the Lessor shall be deemed to be proceeding under Section 6.2(b), and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but the Lease shall remain in full force and effect until the Lessor notifies the Lessee that it has elected to terminate this Lease. No entry by the Lessor during the Term shall have the effect of terminating this Lease without notice to that effect to the Lessee;

- (b) to enter the Premises as agent of the Lessee to do any or all of the following:
 - (i) relet the Premises for whatever length and on such terms as the Lessor, in its discretion, may determine and to receive the rent therefor;
 - (ii) take possession of any property of the Lessee on the Premises, store such property at the expense and risk of the Lessee, and sell or otherwise dispose of such property in such manner as the Lessor sees fit without notice to the Lessee;
 - (iii) make alterations to the Premises to facilitate their reletting; and
 - (iv) apply the proceeds of any such sale or reletting first, to the payment of any expenses incurred by the Lessor with respect to any such reletting or sale, second, to the payment of any indebtedness of the Lessee to the Lessor other than Rent, and third, to the payment of Rent in arrears, with the residue to be held by the Lessor and applied to payment of future Rent as it becomes due and payable, provided that the Lessee shall remain liable for any deficiency to the Lessor;
- (c) to remedy or attempt to remedy any default of the Lessee under this Lease for the account of the Lessee and to enter on the Premises for such purposes. No notice of the Lessor's intention to remedy or attempt to remedy such default need be given to the Lessee unless expressly required by this Lease, and the Lessor shall not be liable to the Lessee for any loss, injury or damages caused by acts of the Lessor in remedying or attempting to remedy such default. The Lessee shall pay to the Lessor all expenses incurred by the Lessor in connection therewith;
- (d) to recover from the Lessee all damages, costs and expenses incurred by the Lessor as a result of any default by the Lessee including, if the Lessor terminates this Lease, any deficiency between those amounts which would have been payable by the Lessee for the portion of the Term following such termination and the net amounts actually received by the Lessor during such period of time with respect to the Premises; and
- (e) to recover from the Lessee the full amount of the current month's Rent together with the next three (3) months' instalments of

Rent, all of which shall immediately become due and payable as accelerated rent.

- (3) **Distress** - Notwithstanding any provision of this Lease or any provision of any applicable legislation, none of the goods and chattels of the Lessee on the Premises at any time during the Term shall be exempt from levy by distress for Rent in arrears, and the Lessee waives any such exemption. If the Lessor makes any claim against the goods and chattels of the Lessee by way of distress, this provision may be pleaded as an estoppel against the Lessee in any action brought to test the right of the Lessor to levy such distress.
- (4) **Costs** - The Lessee shall pay to the Lessor all damages, costs and expenses (including, without limitation, all legal fees on a solicitor and client basis) incurred by the Lessor in enforcing the terms of this Lease, or with respect to any matter or thing which is the obligation of the Lessee under this Lease, or in respect of which the Lessee has agreed to insure or to indemnify the Lessor.
- (5) **Remedies Cumulative** - Notwithstanding any other provision of this Lease, the Lessor may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Lessee, either by any provision of this Lease, by statute or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions contained in this Lease as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Lessor by statute or common law.

7. General

- (1) **Entry**
 - (a) Provided that the Lessee has not exercised any option to extend this Lease as provided herein, the Lessor shall be entitled at any time during the last nine (9) months of the Term:
 - (i) without notice to or consent by the Lessee, to place on the exterior of the Premises, the Lessor's usual notice(s) that the Premises are for rent; and
 - (ii) on reasonable prior notice, to enter on the Premises during Normal Business Hours for the purpose of exhibiting same to prospective lessees.
 - (b) The Lessor may enter the Premises at any time during the Term on reasonable notice for the purpose of exhibiting the Premises to

prospective mortgagees and/or purchasers or for the purpose of inspecting the Premises.

- (2) **Force Majeure** - Notwithstanding any other provision contained herein, in the event that either the Lessor or the Lessee should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, then performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delay. The provisions of this Section 7(2) shall not under any circumstances operate to excuse the Lessee from prompt payment of Rent and/or any other charges payable under this Lease.
- (3) **Effect of Waiver or Forbearance** - No waiver by any party of any breach by any other party of any of its covenants, agreements or obligations contained in this Lease shall be or be deemed to be a waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations nor shall any forbearance by any party to seek a remedy for any breach by any other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach. The subsequent acceptance of Rent by the Lessor shall not be deemed a waiver of any preceding breach by the Lessee of any term, covenant or condition regardless of the Lessor's knowledge of such preceding breach at the time of the acceptance of such Rent. All Rent and other charges payable by the Lessee to the Lessor hereunder shall be paid without any deduction, set-off or abatement whatsoever, and the Lessor waives the benefit of any statutory or other right in respect of abatement or set-off in its favour at the time hereof or at any future time.
- (4) **Notices**
- (a) Any notice, delivery, payment or tender of money or document(s) to the parties hereunder may be delivered personally or sent by prepaid registered or certified mail or prepaid courier to the address for such party as set out in Section 5(19), as applicable, and any such notice, delivery or payment so delivered or sent shall be deemed to have been given or made and received on delivery of the same or on the third business day following the mailing of same, as the case may be. Each party may, by notice in writing to the others from time to time, designate an alternative

address in Canada to which notices given more than ten (10) days thereafter shall be addressed.

- (b) Notwithstanding the foregoing, any notice, delivery, payment or tender of money or document(s) to be given or made to any party hereunder during any disruption in the service of Canada Post shall be deemed to have been received only if delivered personally or sent by prepaid courier.

(5) **Registration**

- (a) Neither the Lessee nor anyone on the Lessee's behalf or claiming under the Lessee (including any Transferee) shall register this Lease or any Transfer against the Property. The Lessee may register a notice or caveat of this Lease provided that:
 - (i) a copy of the Lease is not attached;
 - (ii) no financial terms are disclosed;
- (iii) the Lessor gives its prior written approval to the notice or caveat; and
- (iv) the Lessee pays the Lessor's reasonable costs on account of the matter.
- (b) The Lessor may limit such registration to one or more parts of the Property. Upon the expiration or earlier termination of the Term, the Lessee shall immediately discharge or otherwise vacate any such notice or caveat. If any part of the Property which, in the opinion of Lessor, is surplus is transferred, the Lessee shall forthwith, at the request of the Lessor, discharge or otherwise vacate any such notice or caveat as it relates to such part. If any part of the Property is made subject to any easement, right-of-way or similar right, the Lessee shall immediately, at the request of the Lessor, postpone its registered interest to such easement, right-of-way or similar right.

- (6) **Number, Gender, Effect of Headings** - Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders, and words importing persons shall include firms and corporations and *vice versa*. The division of this Lease into Articles and Sections and the insertion of headings are for convenience of reference only, and shall not affect the construction or interpretation of this Lease.

- (7) **Severability, Subdivision Control** - If any Article or Section or part or parts of an Article or Section in this Lease is or is held to be illegal or

unenforceable, it or they shall be considered separate and severable from the Lease and the remaining provisions of this Lease shall remain in full force and effect and shall be binding on the Lessor and the Lessee as though such Article or Section or parts or parts thereof had never been included in this Lease. It is an express condition of this Lease that the subdivision control provisions of the applicable provincial legislation be complied with, if necessary. If such compliance is necessary, the Lessee covenants and agrees to diligently proceed, at its own expense, to obtain the required consent and the Lessor agrees to cooperate with the Lessee in bringing such application.

- (8) **Entire Agreement** - There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease, save as expressly set out or incorporated by reference herein and this Lease constitutes the entire agreement duly executed by the parties, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties.
- (9) **Successors and Assigns** - The rights and liabilities of the parties shall enure to the benefit of their respective heirs, executors, administrators, successors and assigns, subject to any requirement for consent by the Lessor hereunder.
- (10) **Confidentiality and Personal Information**
- (a) The contents, terms and conditions of this Lease shall be kept strictly confidential by the Lessee. The Lessee shall not, under any circumstances, discuss or reveal the details of this Lease with any arm's-length parties including, but not limited to, any other lessees in the Property, prospective lessees, real estate agents or others except the Lessee's legal and financial advisors, any *bona fide* Transferee, and except as may be required by law.
- (b) Any lessee or indemnifier that is an individual person consents to the collection and use of their personal information, as provided directly or collected from third parties, for the purposes of the Lessor considering the Lessee's offer in respect of this Lease and determining the suitability of the Lessee or indemnifier, as applicable, (both initially and on an ongoing basis), including the disclosure of such information to existing and potential lenders, investors and purchasers.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 14th day of March, 2022.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

) The Corporation of the
) Township of Southwold
)
) Per: _____
) Mayor
)
)
) Per: _____
) CAO/Clerk
)
)
) Per: _____
) Dr. Rebecca Meghan
) Robinson
)
)



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2022-21

Being a By-Law to authorize an agreement with Eh!tel for Telecommunications Equipment Consent and Road Use.

WHEREAS the Municipal Act, 2001 S.O, c.25, as amended, authorizes municipalities to enter into agreements; and

AND WHEREAS it is the desire of the Corporation of the Township of Southwold to authorize an agreement with Eh!tel for Telecommunications Equipment Consent and Road Use

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD ENACTS AS FOLLOWS:

1. That the Mayor and CAO/Clerk are authorized to sign on behalf of the Corporation of the Township of Southwold the Telecommunications Equipment Consent and Road User Agreement attached to this By-law as Schedule "A".
2. This By-law shall come into force and effect upon the final passing thereof.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND FINALLY PASSED THIS 14TH DAY OF MARCH, 2022.

Mayor
Grant Jones

CAO/Clerk
Lisa Higgs

**TELECOMMUNICATIONS EQUIPMENT CONSENT and ROAD
USER AGREEMENT**

This Agreement made effective the day of , 20 (the “**Effective Date**”).

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

(hereafter the "**Township**")

OF THE FIRST PART

- and -

EH!TEL NETWORKS INC.

(hereafter the "**Company**")

OF THE SECOND PART

WHEREAS:

- A. The Company is a “Canadian carrier” as defined in the *Telecommunications Act*, S.C. 1993, c.38 (“**Telecom Act**”) or “distribution undertaking” as defined in the *Broadcasting Act*, S.C. 1991, c.11 (collectively, a “**Carrier**”) and is subject to the jurisdiction of the Canadian Radio-television and Telecommunications Commission (the “**CRTC**”);
- B. In order to operate as a Carrier, the Company requires to construct, maintain and operate its Equipment in, on, over, under, across or along (“**Within**”) the highways, streets, road allowances, lanes, bridges or viaducts which are under the jurisdiction of the Township (collectively, the “**Rights-of-Way**” or “**ROWS**”);
- C. Pursuant to section 43 of the *Telecom Act*, the Company requires the Township’s consent to construct its Equipment Within the ROWs and the Township is willing to grant the Company a non-exclusive right to access and use the ROWs; provided that such use will not unduly interfere with municipal operations, equipment or installations and the public use and enjoyment of the ROWs, nor any rights or privileges previously conferred or conferred after the Effective Date by the Township on Third Parties to use or access the ROWs; and
- D. The Parties have agreed that it would be mutually beneficial to outline the terms and conditions pursuant under which the Township hereby provides its consent;

NOW THEREFORE in consideration of the mutual terms, conditions and covenants contained herein, the Parties agree and covenant with each other as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions.** In this Agreement, the following words and phrases shall have the following meanings:
 - (a) “**Affiliate**” means “affiliate” as defined in the *Canada Business Corporations Act*;
 - (b) “**Anti-Bribery Law**” means any anti-bribery law or international convention, as may apply now or in the future, including the Canadian Corruption of Foreign Public Officials Act, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and the OECD Convention on Combating Bribery of Foreign Public Officials;
 - (c) “**Township Engineer**” means, in order of priority, the Director of Infrastructure and Development Services for The Corporation of the Township of Southwold or, in the absence of an individual in that position, the Township Engineer for The Corporation of the Township of Southwold, or , in the absence of an individual in either such positions, an entity or individual appointed by Council of the said The Corporation of the Township of Southwold to perform the normal duties of a Township Engineer, or his, her, or its designate;
 - (d) “**CRTC**” means the Canadian Radio-television and Telecommunications Commission.

- (e) “**Emergency**” means an unforeseen situation where immediate action must be taken to preserve the environment, public health, safety or an essential service of either of the Parties;
 - (f) “**Equipment**” means the transmission and distribution facilities owned by the Company and/or its Affiliates, comprising fibre optic, coaxial or other nature or form of cables, pipes, conduits, poles, ducts, manholes, handholds and ancillary structures and equipment located Within the ROWs;
 - (g) “**Hazardous Substance**” means any harmful substance including, without limitation, electromagnetic or other radiation, contaminants, pollutants, dangerous substances, dangerous goods and toxic substances, as defined, judicially interpreted or identified in any applicable law (including the common law);
 - (h) “**Municipal Consent**” or “**MC**” means the written consent of the Township, with or without conditions, to allow the Company to perform Work Within the ROWs that requires the excavation or breaking up of the ROWs;
 - (i) “**Permit**” means a Municipal Consent or a Road Permit or both;
 - (j) “**Road Permit**” means a permit issued by the Township in accordance with applicable Township by-laws, which Council may pass and amend from time to time, authorizing the Company to occupy the ROWs with its workforce, vehicles and other equipment when performing the Work, including without limitation, Road Occupancy Permit, Access/Entrance Permits, and Moving Oversize Load/Weight Vehicles Permits;
 - (k) “**Service Drop**” means a cable that, by its design, capacity and relationship to other fibre optic cables of the Company can be reasonably considered to be for the sole purpose of connecting backbone of the Equipment to not more than one individual customer or building point of presence;
 - (l) “**Term**” means subject to the renewal options described in subparagraph 9.1(a) and termination described in subparagraphs 9.2, 9.3 and 9.4, the Term of this Agreement as commencing on , 20 and expiring and terminating on , 20 .
 - (m) “**Third Party**” means any person that is not a party to this Agreement nor an Affiliate of either Party, and includes any person that attaches its facilities in, on or to the Equipment under an agreement with the Company;
 - (n) “**Township**” means The Corporation of the Township of Southwold;
 - (o) “**Work**” means, but is not limited to, any installation, removal, construction, maintenance, repair, replacement, relocation, removal, operation, adjustment or other alteration of the Equipment performed by the Company Within the ROWs, including the excavation, repair and restoration of the ROWs.
- 1.2 **Legislation.** All references to statutes in this Agreement shall include amendments thereto, regulations thereof, and successor legislation thereafter.
- 1.3 **Recitals, Schedules and Incorporated Documents.** The beginning part of this Agreement entitled “Recitals”, *Schedule “A”* as identified below, and the By-laws and Municipal Policies referred to in this Agreement are hereby incorporated by reference into this Agreement and form part thereof:

Schedule “A” – Permit Fees

2. USE OF ROWs

- 2.1 **Consent to use ROWs.** The Township hereby consents to the Company’s use of the ROWs for the purpose of performing its Work, subject to the terms and conditions of this Agreement and in accordance with all applicable laws or other municipal by-laws, rules, policies, standards and guidelines (“**Municipal Guidelines**”) pertaining to the Equipment and the use of the ROWs;

to the extent, however, that any municipal laws and the Municipal Guidelines are not inconsistent or in conflict with this Agreement or with applicable federal laws.

- 2.2 **Restrictions on use.** The Company shall not, in the exercise of its rights under this Agreement, unduly interfere with municipal operations, equipment or installations and the public use and enjoyment of the ROWs, nor any rights or privileges previously conferred or conferred after the Effective Date by the Township on Third Parties to use or access the ROWs.
- 2.3 **Equipment acquired by the Company.** The Parties agree that, where the Company acquires, or has acquired, directly or indirectly, facilities from a Third Party that are located Within the ROWs (the “**New Equipment**”), then, effective the day of the acquisition of the New Equipment by the Company:
- (a) the New Equipment shall form part of the Equipment and shall be governed by the terms and conditions of this Agreement; and
 - (b) where that Third Party is a Party to a valid and existing Road User Agreement with the Township (the “**RUA**”) and the Company, directly or indirectly, acquires the rights and obligations under the said RUA, the RUA shall be terminated.
- 2.4 **No ownership rights.** The Parties acknowledge and agree that:
- (a) the use of the ROWs under this Agreement shall not create nor vest in the Company any ownership or property rights in the ROWs; and
 - (b) the placement of the Equipment Within the ROWs shall not create or vest in the Township any ownership or property rights to the Equipment.
- 2.5 **Condition of ROWs.** The Township makes no representations or warranties as to the state of repair of the ROWs or the suitability or fitness of the ROWs for any business, activity or purpose whatsoever, and the Company hereby agrees to accept the ROWs on an “as is” basis.
- 3. APPLICABLE PERMITS**
- 3.1 **Permits.**
- (a) Subject to Section 3.2 and 3.4, the Company shall not access, enter upon, occupy, excavate, break up, disturb, or move oversized or overweight vehicles or do any Work Within any ROW without first obtaining the applicable Permits, being a Municipal Consent and/or Roads Permit(s), as the case may be.
 - (b) For each Permit required above, the Company shall submit to the Township a completed application, in a form specified by the Township and including the Permit fees, deposits and security associated with applicable Township By-laws, Municipal Guidelines, as amended and/or replaced this Agreement. The Permit fees in effect as of the Effective Date are set out in *Schedule “A”* to this Agreement.
- 3.2 **No Permits for routine Work.** Notwithstanding Section 3.1, the Company may, with advance notice as required by the Township, without first obtaining a Permit:
- (a) utilize existing ducts or similar structures of the Equipment with at least twenty-four (24) hours advance notice to the Township;
 - (b) carry out routine maintenance and field testing to its Equipment; and
 - (c) install and repair Service Drops;
- provided that in no case shall the Company break up or otherwise disturb the physical surface of the ROW without the Township’s prior written consent.
- 3.3 **Expiry of Permit.** In the event that the Company has not commenced construction of the approved Work associated with a particular Permit within ninety (90) days of the date of issuance of the Permit, and has not sought and received an extension to the Permit from the Township, which extension shall not be unreasonably withheld, the Permit shall be null and void. In such circumstances, any fees paid by the Company in respect of the expired Permit shall not be refunded and the Company must obtain a new Permit for the Work.
- 3.4 **Submission of plans.** Unless otherwise agreed to by the Township, the Company shall, prior to undertaking any Work that requires a Municipal Consent, submit the following to the Township Engineer:
- (a) construction plans of the proposed Work, showing the locations of the proposed

and existing Equipment and other facilities, and specifying the boundaries of the area within the Township within which the Work is proposed to take place;

- (b) Traffic control plans for the protection of the workers, public and traveling public including detours as required to minimize traffic disruption; and
- (c) all other relevant plans, drawings and other information as may be normally required by the Township Engineer from time to time for the purposes of issuing Permits.

3.5 **Refusal to issue Permits.** The Township may refuse to issue a Permit in accordance with Section 3.1 for any *bona fide* municipal purpose, including but not limited to reasons of public safety and health, conflicts with existing infrastructure, proposed road construction, or the proper functioning of public services, all as identified in writing by the Township. Without limiting the foregoing, the Township may refuse to issue a Permit where, in the opinion of the Township Engineer, there is insufficient space Within a ROW to accommodate the proposed Equipment taking into account existing and potential future public service infrastructure.

3.6 **Restoration of the Company's service during Emergencies.** Notwithstanding Section 3.1, in the event of an Emergency, the Company shall be permitted to perform such remedial Work as is reasonably necessary to restore its services without complying with Section 3.1; provided that such Work does not unduly disrupt any Municipal service or activity and provided that the Company does comply with Section 3.1 within five (5) business days of completing the Work.

3.7 **Temporary changes by Township.** Notwithstanding any other provision in this Agreement, the Township reserves the right to set, adjust or change the approved schedule of Work by the Company for the purpose of coordinating or managing any major events or activities, including the restriction of any Work during those restricted time periods; provided however, that any such adjustment or change shall be conducted so as minimize interruption to the Company's operations. The Township shall use its commercially reasonable efforts to provide to the Company forty-eight (48) hours advance written notice of any change to the approved schedule of Work, except that, in the case of any Emergency, the Township shall provide such advance notice as is reasonably possible in the circumstances.

3.8 **Granting of Permit Deemed as Municipal Consent Required Pursuant to the Telecommunications Act (Canada).** The Township agrees and acknowledges that, subject to satisfaction and performance of all terms and conditions both hereto and provided herein and the granting and issuance of any Roads Permit authorizing installation of Equipment as contemplated by this Agreement and in relation to a location specified therein shall be considered and deemed to represent municipal consent to such installation and use thereof as is required pursuant to applicable laws of the Dominion of Canada, including but not limited to the Telecommunications Act, S.C. 1993, c. 38, as amended.

4. **MANNER OF WORK**

4.1 **Compliance with Applicable Laws, etc.** All Work shall be conducted and completed to the satisfaction of the Township and in accordance with:

- (a) the applicable laws (and, in particular, all laws and codes relating to occupational health and safety);
- (b) the Municipal Guidelines;
- (c) this Agreement; and
- (d) the applicable Permits issued under Section 3.1.

4.2 **Underground Equipment.** The Company shall place those portions of the Equipment that cross beneath streets or existing buried utilities in ducts, carrier pipes or encased in concrete, or as otherwise specified by the Township.

4.3 **Installation.** The Company shall utilize construction methods that minimize the impact on the ROWs, including but not limited to trenchless installation technology and single trench installation methods.

4.4 **Stoppage of Work.** The Township may order the stoppage of the Work for any *bona fide*

municipal purpose or cause relating to public health and safety, special events or any circumstances beyond its control. In such circumstances, the Township shall provide the Company with a verbal order and reasons to stop the Work and the Company shall cease the Work immediately. Within two (2) business days of the verbal order, the Township shall provide the Company with a written stop work order with reasons. When the reasons for the Work stoppage have been resolved, the Township shall advise the Company immediately that it can commence the Work.

- 4.5 **Coordination of Work.** To minimize the necessity for road cuts, construction and the placement of new Equipment Within the ROW, the Company shall:
- (a) coordinate its work with other existing and new occupants of the ROW;
 - (b) where the Company seeks access to a ROW with an existing transmission line, use its reasonable efforts to negotiate an agreement for the use of the supporting structures of the existing transmission line, failing which the Company shall apply to the CRTC for permission to access said support structures; and
 - (c) where the Company has installed a transmission line Within a ROW, use its reasonable efforts to reach an agreement for the use of the supporting structures of the Company's transmission line, where access to said support structures is requested by a Third Party.
- 4.6 **Existing Facilities.** The Company acknowledges that, due to space constraints, the placement of new Equipment Within a ROW that is occupied by the telecommunications facilities of a Third Party, save and except for Equipment to be placed on or in existing support structures of said Third Party, shall only be permitted in exceptional circumstances at the discretion of the Township Engineer.
- 4.7 **Identification of contractors.** The Company shall ensure that all of its contractors have proper identification visible on the Work site displaying the name of the person for which they work.
- 4.8 **Emergency contact personnel.** The Company and the Township shall provide to each other a list of twenty-four (24) hour emergency contact personnel available at all times and shall ensure that the list is kept current.
- 4.9 **Emergency work by Township.** In the event of an Emergency, the Township may take such measures it deems necessary to re-establish a safe environment, and the Company shall pay the Township's reasonable and verifiable costs that are directly attributable to the Work or the presence of the Equipment in the ROWs.
- 4.10 **"As-built" drawings.** The Company shall, no later than sixty (60) days after completion of any Work, provide the Township Engineer with accurate "as-built" drawings, prepared in accordance with such standards as may be required by the Township Engineer, sufficient, for planning purposes, to accurately establish the location of the Equipment installed Within the ROWs. As-built drawings to be provided in electronic format suitable to be incorporated into the Township's GIS mapping. As-built information is provided a reference only. The Township shall direct all inquiries regarding the location of the Equipment to the Company. Access to Company As-Built records are for use by the Township only and shall not be distributed or disclosed to other parties without prior written consent of the Company.
- 4.11 **Agents and Sub-contractors.** Each Party agrees to work with the other Party directly to resolve any issues arising from any the acts, omissions or performance of its agents and sub-contractors.
- 5. REMEDIAL WORK**
- 5.1 **General.** Following the completion of any Work, the Company shall leave the ROW in a neat, clean, and safe condition and free from nuisance, all to the satisfaction of the Township. Subject to Section 5.5, where the Company is required to break or disturb the surface of a ROW to perform its Work, it shall repair and restore the surface of the ROW to the same or better condition it was in before the Work was undertaken, all in accordance with the Municipal Guidelines and to the satisfaction of the Township.
- 5.2 **Permanent Road Restoration.** If the Company has excavated, broken up or otherwise disturbed the surface of a ROW, the requirements for the Company completing the road

restoration work will vary depending on if and when pavement has been recently repaved or overlaid.

- 5.3 **Temporary repair.** Where weather limitations or other external conditions beyond the control of the Company do not permit it to complete a final repair to the ROW within the expected period of time, the Company may complete a temporary repair to the ROW; provided that, subject to Section 5.5, the Company replaces the temporary repair with a final repair within a reasonable period of time. All repairs to the ROW by the Company shall be performed in accordance with the Municipal Guidelines and to the satisfaction of the Township.

If a temporary repair gives rise to an unsafe condition, then this shall be deemed to constitute an Emergency and the provisions of Section 4.9 shall apply.

- 5.4 **Warranty of repairs.** The Company warrants its temporary repair, to the satisfaction of the Township until such time as the final repair is completed by the Company, or, where the Township is performing the final repair, for a period of one (1) years or until such time as the final repair is completed by the Township, whichever is earlier. The Company shall warrant its final repairs for a period of two (2) years from the date of their completion

- 5.5 **Repairs completed by Township.** Where:

- (a) the Company fails to complete a temporary repair to the satisfaction of the Township within seventy-two (72) hours of being notified in writing by the Township, or such other period as may be agreed to by the Parties; or
- (b) the Company and the Township agree that the Township should perform the repair, then the Township may effect such work necessary to perform the repair and the Company shall pay the Township's reasonable and verifiable direct costs of performing the repair.

6. LOCATING FACILITIES IN ROWs

- 6.1. **Locates.** The Company agrees that, throughout the Term it shall, at its own cost, record and maintain adequate records of the locations of its Equipment. Each Party shall, at its own cost and at the request of the other Party (or its contractors or authorized agents), physically locate its respective facilities by marking the ROW using paint, staking or other suitable identification method ("**Locates**"), under the following circumstances:

- (a) in the event of an Emergency, within two hours of receiving the request or as soon as practicably possible, following which the requesting Party will ensure that it has a representative on site (or alternatively, provide a contact number for its representative) to ensure that the area for the Locates is properly identified; and
- (b) in all other circumstances, within a time reasonably agreed upon by the Parties.

- 6.2. **Provision of Mark-ups.** The Parties agree to respond within fifteen (15) days to any request from the other Party for a mark-up of municipal infrastructure or Equipment design drawings showing the location of any portion of the municipal infrastructure or Equipment, as the case may be, located within the portion of the ROWs shown on the plans (the "**Mark-ups**"), and shall provide such accurate and detailed information as may be reasonably required by the requesting Party.

- 6.3. **Inaccurate Locates.** Where the Company's Locates are found to be in error and, as a result, the Township is unable to install its facilities Within the affected ROWs in the manner it expected based on the Locates provided by the Company, the Township will notify the Company of the error, following which the Company shall attempt to resolve the conflict. If the Company is unable to resolve the conflict in a reasonable time commensurate with the situation and to the Township's satisfaction, the Company will pay the Township for its reasonable and verifiable costs incurred as a direct result of the conflict.

7. RELOCATION OF EQUIPMENT

- 7.1 **Township Request.** Where the Township requires and requests the Company to relocate its Equipment for a *bona fide* municipal purpose, the Township shall notify the Company in writing and, the Company shall complete the requested relocation within ninety (90) days thereafter or such other time as agreed to by the Parties at the full and sole expense of the Company. The failure of the Company to relocate its equipment to the standard required by the Township and/or within the time period set forth above shall constitute a breach of

this Agreement by the Company, and the Company and its representatives, successors and assigns hereby agree to a Consent Judgement and/or Order in the Superior Court of Justice requiring the Company to complete the relocation of its Equipment at its full and sole cost.

- 7.2 **Upon Request of the Company.** In the event that the Company wishes to relocate Equipment which has been previously installed in accordance with this Agreement at its own expense, the Company shall notify the Township of such request, in writing, and such request will thereafter be considered and administered by the Township acting reasonably and with diligence giving due consideration to the scope of the works already undertaken by the Company Within the ROWs, provided that, in considering and administering such request the Township shall be entitled to take into consideration any specific municipal or engineering interests affected by such relocation including any additional facilities located Within the ROWs. Notwithstanding the foregoing, the Township shall not be permitted to unreasonably withhold, delay or condition its approval for such request.
- 7.3 **Required by Legislation or Lawful Order.** In the event relocation of Equipment is required as a result of the Township's compliance with a legislative requirement, Ministerial order or such other law or order of a body which has the ability to force the Township to act then the costs of the Relocation and/or related installation work associated with the Equipment shall be performed by the Company at its full and sole cost.
- 7.4 **Request by Third Party.** Where relocation of Equipment is required due to the Township accommodating a third party (hereinafter "**Third Party Work**"), the required relocation or related installation work shall be conducted by the Company in accordance with the terms of this Agreement respecting installation, and the full cost of the amendment or Relocation shall be borne solely by the third party and paid in advance. The Township agrees to provide the Company with ninety (90) days' notice of the need for any such Third Party Work and to require that the relevant third party or parties bear the full cost of such Third Party Work and indemnify the Company against all claims and liabilities arising from the amendment or Relocation as a condition precedent to any such amendment or Relocation.
- 7.5 **Township efforts.** Where any relocation of Equipment occurs, the Township will make good faith efforts to provide alternative routes for the Equipment affected by the relocation to ensure uninterrupted service to the Company's customers. Once the Company has provided the Township with all information the Township requires to enable it to process a Permit application, the Township shall provide, on a timely basis, all Permits required to allow the Company to relocate the Equipment.
- (a) **Temporary Reconstruction or Realignment of Road Allowances.** The Company shall, upon reasonable prior notice to the Township, have the right to temporarily reconstruct or realign certain portions of the Road Allowances in order to permit the delivery or movement of Equipment.

8. PAYMENT OF FEES AND OTHER CHARGES

- 8.1 **General.** In addition to the Fees referred to in Section 8.2, the Company covenants and agrees to pay to the Township any Roads Permit fees, deposits and security associated with and required or demanded under applicable Township By-laws, as amended or replaced. The Roads Permit fees and charges and security requirements in effect as of the Effective Date are set out in *Schedule "A"* to this Agreement. Payment of Roads Permit fees and/or security as referenced above are exempt from the invoice requirements of section 8.4.
- 8.2 **Fees.** The Company shall pay to the Township an installation fee in the amount of \$250.00 per kilometer of Equipment installed at each location for each Municipal Consent applied for by the Company and permit therefor granted by the Township during the term of this Agreement.
- 8.3 On or before the Effective Date, the Company shall pay to the Township the sum of ONE THOUSAND DOLLARS (\$1,000.00) to offset engineering, legal, and administrative costs associated with preparation of this Agreement.

In addition to that set forth immediately above and on or before the Effective Date, the Company shall also pay to the Township the sum of FIVE HUNDRED DOLLARS (\$500.00) for administration of this Agreement during the Term hereof, calculated at the rate of ONE HUNDRED DOLLARS (\$100.00) per year of such Term.

- 8.4 **Invoices.** Unless expressly provided elsewhere in this Agreement, where there are any

payments to be made under this Agreement, the Party requesting payment shall first send a written invoice to the other Party, setting out in detail all amounts owing, including any applicable provincial and federal taxes and interest payable on prior overdue invoices, and the payment terms. The Parties agree that all payments shall be made in full by no later than thirty (30) days after the date of the invoice was received.

9. TERM AND TERMINATION

9.1 **Initial term and renewal.** Subject to the renewal options described in subparagraph 9.1(a) and termination described in subparagraphs 9.2, 9.3 and 9.4, the Term of this Agreement shall commence on _____, 20____ and expire and terminate due to expiry on _____, 20____ (the “**Initial Term**”).

- (a) The Company in its sole discretion may renew this Agreement with the Township for three (3) separate consecutive renewal terms of five (5) years each. To exercise the first option to renew, the Company must provide the Township written notice of such election to renew prior to the expiry of the Initial Term, failing which the Agreement will terminate due to expiry. To exercise the second option to renew, the Company must provide the Township written notice of such election to renew prior to the expiry of the first valid five-year extension, failing which the Agreement will terminate due to expiry. To exercise the third option to renew, the Company must provide the Township written notice of such election to renew prior to the expiry of the second valid five-year extension, failing which the Agreement will terminate due to expiry.
- (b) If a renewal is not exercised prior to the last day of the Initial Term or valid extension, this Agreement shall terminate immediately on the last day of the Term or valid extension, subject to paragraph 9.4 of this Agreement.

9.2 **Termination by either Party.** Either Party may terminate this Agreement without further obligation to the other Party, upon providing at least seven (7) days’ written notice in the event of a material breach of this Agreement by the other Party after notice thereof and failure of the other Party to remedy or cure the breach within thirty (30) days of receipt of the notice. If, however, in the view of the non-breaching Party, it is not possible to remedy or cure the breach within such thirty (30) day period, then the breaching Party shall commence to remedy or cure the breach within such thirty (30) day period and shall complete the remedy or cure within the time period stipulated in writing by the non-breaching Party.

9.3 **Termination by Township.** The Township may terminate this Agreement by providing the Company with at least seven (7) days written notice in the event that:

- (a) the Company becomes insolvent, makes an assignment for the benefit of its creditors, has a liquidator, receiver or trustee in bankruptcy appointed for it or becomes voluntarily subject as a debtor to the provisions of the *Companies’ Creditors Arrangement Act* or the *Bankruptcy and Insolvency Act*;
- (b) the Company assigns or transfers this Agreement or any part thereof other than in accordance with Section 18.2; or
- (c) the Company ceases to be eligible to operate as a Carrier.

9.4 **Obligations and rights upon termination or expiry of Agreement.** Notwithstanding any other provision of this Agreement, if this Agreement is terminated (other than in accordance with Section 9.3) or expires without renewal, then, subject to the Company’s rights to use the ROWs pursuant to the Telecom Act and, unless the Company advises the Township in writing that it no longer requires the use of the Equipment:

- (a) the terms and conditions of this Agreement shall remain in full force and effect until a new replacement agreement (a “**New Agreement**”) is executed by the Parties; and
- (b) the Parties shall enter into meaningful and good faith negotiations to execute a New Agreement and, if, after six (6) months following the expiry of this Agreement, the Parties are unable to execute a New Agreement, then either Party may apply to the CRTC to establish the terms and conditions of the New Agreement.

9.5 **Removing abandoned Equipment.** Where the Company advises the Township in writing that it no longer requires the use of any Equipment, the Company shall, at the Township’s

request and within a reasonable period of time as agreed to by the Parties, act as follows at the Company's sole cost and expense:

- (a) Remove the abandoned Equipment that is above ground;
- (b) Subject to (c) immediately below, make safe any underground vaults, manholes and any other underground structures that are not occupied or used by a Third Party, (collectively "**Abandoned Underground Structures**");
- (c) Where, in the reasonable opinion of the Township Engineer, the Abandoned Underground Structures will interfere with any municipally-approved project that will require excavation or otherwise disturb the portions of the ROWs in which the Abandoned Underground Structures are located, then the Company shall, at or about the time the excavation of such portions of the ROWs for said project commences, remove the Abandoned Underground Structures therein.

Upon removal of the abandoned Equipment or upon the removal or making safe of Abandoned Underground Structures, the Company shall repair any damage resulting from such removal or making safe and restore the affected ROWs to the condition in which they existed prior to the removal or making safe. If the Company fails to remove Equipment or to remove or make safe Abandoned Underground Structures and restore the ROWs within the time specified above, and to the satisfaction of the Township Engineer, the Township may complete said work and the Company shall pay the associated Township's Costs.

- 9.6 **Continuing obligations.** Notwithstanding the expiry or earlier termination of this Agreement, each Party shall continue to be liable to the other Party for all payments due and obligations incurred hereunder prior to the date of such expiry or termination.

10. **INSURANCE AND SECURITY**

- 10.1 **General.** Throughout the term of this Agreement and any renewals or extension thereto, the Company shall maintain, at its sole expense, insurance (the "**Company Insurance**") in an amount and description as described below to protect the Company and the Township from claims for damages, bodily injury (including death) and property damage which may arise from the Company's operations under this Agreement, including the use or maintenance of the Equipment Within the ROWs or any act or omission of the Company and its employees, contractors and agents while engaged in the Work. The Company Insurance shall include all costs, charges and expenses reasonably incurred with any injury or damage.

- 10.2 **Comprehensive general liability occurrence-based insurance.** Without limiting the generality of the foregoing, the Company shall obtain and maintain comprehensive general liability occurrence-based insurance coverage which:

- (a) covers claims and expenses for liability for personal injury, bodily injury and property damage in an amount not less than Five Million Dollars (\$5,000,000.00) per claim (exclusive of interest and costs);
- (b) extends to cover the contractual obligations of the Company as stated within this Agreement;
- (c) names the Township as an additional insured;
- (d) contains cross liability and severability of interest clauses.
- (e) the Company shall be required to carry at all times during this Agreement the following

- 10.3 **Insurance certificates.** As soon as possible after the execution of this Agreement, the Company shall provide on the Township's standard form, the Township with certificates of insurance in respect of the Company Insurance evidencing the cross liability and severability clauses and confirming the Township as an "additional insured". Thereafter, the Company shall provide the Township with evidence of all renewals of the Company Insurance in a form acceptable to the Township.

- 10.4 **General insurance conditions.**

- (a) The Company Insurance shall not be construed to, and shall in no manner, limit or restrict the Company's liability or obligations under this Agreement.

- (b) The Township shall not be liable for any premiums relating to policies under the Company Insurance.
 - (c) The policies under the Company Insurance shall provide:
 - (i) that they are primary insurance which will not call into contribution any other insurance available to the Township;
 - (ii) a waiver for severability of interest; and
 - (iii) that the Company Insurance shall not be cancelled, lapsed or materially changed to the detriment of the Township without at least thirty (30) business days' notice to the Township by registered mail.
 - (d) The Company will immediately notify the Township of any changes to or cancellation of the Company Insurance if they will directly affect or reduce the coverage made available to the Township.
- 10.5 **Workplace Safety and Insurance Board.** The Company shall provide Workplace Safety and Insurance Board ("WSIB") clearance certificate that confirms the Company is in good standing with the WSIB. The Company shall ensure the WSIB clearance remains in effect when the Company's personnel are working within the ROWs.
- 10.6 **Blanket Letter of Credit and Other Security.** If requested by the Township, the Company shall, within thirty (30) days thereafter, post an irrevocable blanket letter of credit, cash, cheque, or other form security in a form satisfactory to the Township's Chief Administrative Officer, for the minimum amount of ten thousand dollars (\$10,000.00) (the "**Blanket Security**"). Once posted by the Company, the Township may draw upon the Blanket Security and apply the funds therein against any outstanding financial obligations owed by the Company to the Township under this Agreement.
- 10.7 **Blanket Security - Term.** The Blanket Security, if requested, shall be posted for a maximum of up to three (3) years and until such time as the Township determines that the Company has established a satisfactory business relationship with the Township. If the Township is required to draw upon the Blanket Security, the Township shall advise the Company and the Company shall, within fourteen (14) days thereafter restore the Blanket Security to its original value.
- 10.8 **Project-specific Security.** The Township may also request, and the Company shall provide, additional project-specific securities for Work projects in an amount equal to the estimated restoration costs of the projects as determined by the Township. The Township shall release the project-specific security once the Company has fulfilled the conditions of the applicable Permit relating to the restoration of the ROW to the satisfaction of the Township.
- 11. RESPONSIBILITY AND INDEMNIFICATION**
- 11.1 **No liability Township.** The Company hereby acknowledges that the placement, installation, construction, reconstruction, inspection, maintenance, operation, alteration, enlarging, repair, replacement, relocation and/or removal of the Equipment by the Company is performed entirely at the risk of the Company and that the Township shall in no way or under any circumstances be responsible or liable to the Company, its contractors, agents, or customers for any damage or losses in consequence thereof, unless due to the negligence of the Township or those for whom at law it is responsible.
- 11.2 **Company Indemnity.** The Company hereby releases, indemnifies, completely holds harmless, and agrees to defend the Township, its Councillors, officers, employees, legal counsel, agents and contractors, from and against any and all suits, judgments, claims, demands, expenses, actions, causes of action, duties, assessments, fees, penalties, liabilities, losses and costs which the Township and its successors and assigns may at any time or times hereafter bear, sustain, or suffer, as a result of the Equipment, including without limitation, its placement, installation, construction, reconstruction, inspection, maintenance, use, operation, alteration, enlarging, repair, replacement, relocation and/or removal.
- 11.3 **Township Acknowledgement.** The Township hereby acknowledges that it is responsible for its negligence and the negligence of those for whom it is responsible for at law.

11.4 **Township Indemnity.** The Township hereby releases, indemnifies, completely holds harmless, and agrees to defend the Company, its officers, employees, legal counsel, agents and contractors, from and against any and all suits, judgments, claims, demands, expenses, actions, causes of action, duties, assessments, fees, penalties, liabilities, losses and costs which the Company and its successors and assigns may at any time or times hereafter bear, sustain, suffer, be put to or incur by reason of its negligence and the negligence of those for whom it is responsible at law.

11.5 **Survival.** The obligation of a Party to indemnify, defend and save harmless the other Party shall survive the termination or expiry of this Agreement.

12. ENVIRONMENTAL LIABILITY

12.1. **Township not responsible.** The Township is not responsible, either directly or indirectly, for any damage to the natural environment or property, including any nuisance, trespass, negligence, or injury to any person, howsoever caused, arising from the presence, deposit, escape, discharge, leak, spill or release of any Hazardous Substance in connection with the Company's occupation or use of the ROWs, unless such damage was caused directly or indirectly by the negligence or willful misconduct of the Township or those for which it is responsible in law.

12.2. **Company to assume environmental liabilities.** The Company agrees to assume all environmental liabilities, claims, fines, penalties, obligations, costs or expenses whatsoever relating to its use of the ROWs, including, without limitation, any liability for the clean-up, removal or remediation of any Hazardous Substance on or under the ROWs that result from:

- (a) the occupation, operations or activities of the Company, its contractors, agents or employees or by any person with the express or implied consent of the Company Within the ROWs; or
- (b) any Equipment brought or placed Within the ROWs by the Company, its contractors, agents or employees or by any person with the express or implied consent of the Company;

unless such damage was caused directly or indirectly in whole or in part by the negligence or willful misconduct on the part of the Township or those for which it is responsible in law.

13. NO JOINT VENTURE, PARTNERSHIP OR CO-OWNERSHIP

13.1 **No Joint Venture.** The Parties hereby acknowledge and agree that this Agreement is solely an access agreement and that no relationship is formed between the Parties in the nature of a joint venture, partnership co-ownership arrangement or other similar relationship.

14. FORCE MAJEURE

14.1 **Force Majeure.** Except for the Parties' obligations to make payments to each other under this Agreement, neither Party shall be liable for a delay in its performance or its failure to perform hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, flood, or other catastrophes; government, legal or statutory restrictions on forms of commercial activity; or order of any civil or military authority; national emergencies, insurrections, riots or wars or strikes, lock-outs or work stoppages ("**Force Majeure**"). In the event of any one or more of the foregoing occurrences, notice shall be given by the Party unable to perform to the other Party and the Party unable to perform shall be permitted to delay its performance for so long as the occurrence continues. Should the suspension of obligations due to Force Majeure exceed two (2) months, either Party may terminate this Agreement without liability upon delivery of notice to the other Party.

15. DISPUTE RESOLUTION

15.1 **General.** The Parties hereby acknowledge and agree that:

- (a) this Agreement has been entered into voluntarily by the Parties with the intention that it shall be final and binding on the Parties until it is terminated or expires in accordance with its terms;
- (b) it is the intention of the Parties that all Disputes (as defined in subsection 15.2) be resolved in a fair, efficient, and timely manner without incurring undue expense

and, wherever possible, without the intervention of the CRTC; and

- (c) the CRTC shall be requested by the Parties to consider and provide a decision only with respect to those matters which form the basis of the original Dispute as set out in the Dispute Notice issued under this Section 15.

15.2 **Resolution of Disputes.** The Parties will attempt to resolve any dispute, controversy, claim or alleged breach arising out of or in connection with this Agreement (“**Dispute**”) promptly through discussions at the operational level. In the event a resolution is not achieved, the disputing Party shall provide the other Party with written notice of the Dispute and the Parties shall attempt to resolve such Dispute between senior officers who have the authority to settle the Dispute. All negotiations conducted by such officers shall be confidential and shall be treated as compromise and settlement negotiations. If the Parties fail to resolve the Dispute within thirty (30) days of the non-disputing Party’s receipt of written notice, the Parties agree to utilize the services of a mutually agreed upon independent third party mediator. The mediator shall be knowledgeable regarding the area of the disputed issue. The mediator shall meet with the Parties together or separately, as necessary, to review all aspects of the issue. In a final attempt to assist the parties in resolving the issue themselves prior to proceeding to legal proceedings and/or the CRTC, the mediator shall provide, without prejudice, a non-binding written recommendation for settlement, within thirty (30) days of holding a mediation. Upon receipt of the written settlement recommendation, if an agreement cannot be reached, either Party may initiate legal proceedings and/or submit the Dispute to the CRTC for resolution.

15.3 **Continued performance.** Except where clearly prevented by the nature of the Dispute, the Township and the Company agree to continue performing their respective obligations under this Agreement while a Dispute is subject to the terms of this Section 15.

16. NOTICE

16.1 **Method of Notice.** Any notice required may be sufficiently given by personal delivery or, if other than the delivery of an original document, by facsimile transmission to either Party at the following addresses:

To the Township:

Corporation of the Township of Southwold
35663 Fingal Line
Fingal, Ontario N0L 1K0

To the Company:

Eh!TEL Networks Inc.
392058 Grey Road, 109
Holstein, Ontario N0G 2A0

16.2 **Delivery of Notice.** Any notice given pursuant to Section 16.1 shall be deemed to have been received on the date on which it was delivered in person, or, if transmitted by facsimile during the regular business hours of the Party receiving the notice, on the date it was transmitted, or, if transmitted by facsimile outside regular business hours of the Party receiving the notice, on the next regular business day of the Party receiving the notice; provided, however, that either Party may change its address and/or facsimile number for purposes of receipt of any such communication by giving ten (10) days’ prior written notice of such change to the other Party in the manner described above.

17. FOREIGN CORRUPT PRACTICES ACT AND ANTI-BRIBERY INDEMNITY

17.1 Notwithstanding anything to the contrary herein, the Township, in its administration of this Agreement, shall refrain from offering, giving or promising, directly or indirectly, money or anything of value to a Canadian or foreign governmental official to influence the official in his or her official capacity, induce the official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person. For the purposes of this Section, “**anything of value**” includes, but is not limited to, cash or a cash equivalent, discounts, gifts, use of materials, facilities or equipment, entertainment, drinks, meals, transportation, lodging, insurance benefits, or promise of future employment. “Governmental official” shall mean any person holding any level of legislative,

administrative, or judicial office of the Canadian or a foreign government or any of its departments or agencies or divisions; any person acting on behalf of the Canadian or a foreign government, including a local or provincial agency, enterprise, or organization; any official or agent of a Canadian or a foreign public administration or publicly funded organization; any official of a Canadian or a foreign political party; any officer or agent of a public international organization (e.g., World Bank, International Monetary Fund, World Health Organization, United Nations, World Trade Organization); or any relatives or close family/household members of any of those listed above. The Township shall indemnify and hold harmless the Company from all claims brought against the Company as a result of the Township or its representatives' failure to comply with Anti-Bribery Law. The Township shall immediately report any breach of Anti-Bribery Law by the Township or its representatives. The Company shall have the right to audit the Township's books and records with respect to payments made on behalf of the Company in the event that the Company believes that the Township has violated this Section 17. The Company shall have the right to immediately terminate all payments to the Township under this Agreement if the Township fails to comply with this Section 17.

18. GENERAL

- 18.1 **Entire Agreement.** This Agreement, together with the Schedules attached hereto, constitute the complete and exclusive statement of the understandings between the Parties with respect to the rights and obligations hereunder and supersedes all proposals and prior agreements, oral or written, between the Parties.
- 18.2 **Assignment.** This Agreement may not be assigned or transferred, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, the Company shall, provided that it is not in material breach of this Agreement, have the right to assign this Agreement to an Affiliate without the consent of the Township, provided that the Company has given notice to the Township.
- 18.3 **Gender and number.** In this Agreement, words importing the singular include the plural and vice versa, words importing gender, include all genders.
- 18.4 **Currency.** Unless otherwise indicated, references in this Agreement to money amounts are to the lawful currency of Canada.
- 18.5 **Parties to act reasonably.** Each Party shall at all times act reasonably in the performance of its obligations and the exercise of its rights and discretion under this Agreement.
- 18.6 **Amendments.** Except as expressly provided in this Agreement, no modification of or amendment to this Agreement shall be effective unless agreed to in writing by the Township and the Company.
- 18.7 **Survival.** The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance, the expiration and termination of this Agreement, including, without limitation, provisions with respect to indemnification and the making of any and all payments due hereunder.
- 18.8 **Waiver.** Failure by either Party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.
- 18.9 **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.
- 18.10 **Enurement.** This Agreement is and shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and permitted assigns, and may not be changed or modified except in writing, duly signed by the Parties hereto.
- 18.11 **Counterparts:** This Agreement may be executed by the Parties and delivered by facsimile or PDF transmission and in one or more counterparts which when held together shall be considered one and the same Agreement.

- 18.12 **Equitable Relief.** Either Party may, in addition to any other remedies it may have at law or equity, seek equitable relief, including without limitation, injunctive relief, and specific performance to enforce its rights or the other party’s obligations under this Agreement.
- 18.13 **Governing law.** This Agreement shall be governed by the laws of the Province of Ontario and all federal laws of Canada applicable therein.

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto on the date(s) set out below and the Parties agree that this Agreement shall be effective on the date as set out at the top of page one (1) of this Agreement.

SIGNED, SEALED AND DELIVERED
in the presence of:

**THE CORPORATION OF THE
TOWNSHIP OF SOUTHWOLD**

Date: _____, 20_____

Grant Jones, Mayor

Lisa Higgs, Chief Administrative Officer

We have the authority to bind the Corporation

SIGNED, SEALED AND DELIVERED
in the presence of:

.EH!tel Networks Inc.

Date: _____, 20_____

Per: (Printed Name)
Title: (Printed Title)

I have the authority to bind the Corporation

SCHEDULE "A"

Fees and Charges

Telecommunication Equipment Consent and Road User Agreement

Fee/Charge	Amount
Preparation of Agreement (as per Section 8.3)	\$1000.00
Installation Fee (as per Section 8.2)	\$250.00 per kilometer (at each installation location)
Contract Administration Fee (as per Section 8.3)	\$100.00 per year
Road Occupancy Permit	\$250.00 (plus refundable deposit) for each street, as per by-law 2021-73.



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2022-22

Being a By-Law Regarding the Maintenance, Administration and Management of Hunter/Lake Road Cemetery in accordance with the Cemeteries Act, R.S.O. 1990, c.c. 4 (as amended) and the Ontario's Funeral, Burial and Cremation Services Act, 2002.

WHEREAS Section 8 of the Municipal Act, S.O. 2001, c. 25, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act;

AND WHEREAS Section 9 of the Municipal Act, 2001, provides that Sections 8 and 11 shall be interpreted broadly so as to confer broad authority on municipalities to (a) enable municipalities to govern their affairs as they consider appropriate and, (b) enhance their ability to respond to municipal issues;

AND WHEREAS the Council is directed by the Cemeteries Act R.S.O. 1990, c.c. 4, as amended and the Ontario's Funeral, Burial and Cremation Services Act, 2002,

AND WHEREAS these by-laws are the rules and regulations that govern the Hunter/Lake Road Cemetery and have been approved by the Registrar, Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Bereavement Authority of Ontario (BAO).

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD ENACTS AS FOLLOWS:

1. DEFINITIONS

Burial/Interment: The opening of a lot and then the placing of dead human remains or cremated humanin that lot, followed by closing the lot. The lot may be a grave in the ground, a crypt in a mausoleum or aniche in a columbarium.

By-laws: The rules and regulations under which the Cemetery and/or Crematorium operates.

Care and Maintenance Fund: It is a requirement under the FBCSA and O. Reg. 30/11 and

184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted.

Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery.

Contract: For purposes of these by-laws, all purchasers of interment or scattering rights, or other cemetery supplies and services must receive a copy of the contract they and the cemetery operator have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the cemetery by-laws, a copy of the Consumer Information Guide and the Price List.

Corner Posts: Shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.

Grave: (Also known as a Lot) means any inground burial space intended for the interment of a child, adult or cremated human remains.

Interment Right: The right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche or crypt and to authorize the installation of a monument or marker.

Interment Rights Certificate: The document issued by the cemetery operator to the purchaser once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific interment rights.

Interment Rights Holder: The person(s) authorized or entitled to inter human remains in a specified lot. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.

Lot: For the purposes of these By-Laws a lot is a single grave space.

Marker: Shall mean any permanent memorial structure – monument, plaque, headstone, cornerstone or other structure or ornament affixed or intended to be affixed to a burial lot, mausoleum crypt, columbarium niche or other structure or place intended for the deposit of human remains and may be used to indicate the location of a burial.

Plot: For the purposes of these by-laws, a plot means two or more lots in respect of which the rights to inter have been sold as a unit.

Scattering Right: Shall mean the Right to direct the spreading cremated remains over a designated area within a cemetery with the knowledge and permission of the cemetery

operator and in keeping with the cemetery operator's by-laws.

Scattering Rights Holder: Any person who holds the right to scatter cremated human remains in a specified lot or other designated area within the cemetery.

2. GENERAL INFORMATION

Office Hours and Location:

Visitation Hours: Daylight hours all year long except where access is difficult due to weather or other unexpected natural causes.

Office Hours: The cemetery office hours are the same as those for the Township of Southwold Municipal Office. The cemetery can be contacted through the Municipal Clerk's Office, located at 35663 Fingal Line, Fingal ON N0L 1K0.

Burial Hours: Weekdays from 9:00 a.m. to 5:00 p.m., Weekends as individually arranged with the cemetery manager

General Conduct:

The cemetery reserves full control over the cemetery operations and management of land within the cemetery grounds.

No person may damage, destroy, remove or deface any property within the Cemetery.

All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.

By Law Amendments:

The cemetery shall be governed by these by-laws, and all procedures will comply with the FBCSA and O.Reg. 30/11 and 184/12, which may be amended periodically.

All by-law amendments must be:

- A. Published once in a newspaper with general circulation in the locality in which the cemetery is located;
- B. Conspicuously posted on a sign at the entrance of the cemetery; and
- C. Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law amendment pertains to markers or their installation.

All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO.

Liability:

The cemetery operator will not be held liable for any loss or damage, without limitation

(including damage by the elements, Acts of God, or vandals) to, any lot, plot, monument, marker, or other article that has been placed in relation to an interment or scattering right, save and except for direct loss or damage caused by gross negligence of the cemetery.

Public Register:

Provincial legislation – Section 110 of O. Reg. 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.

Pets or Other Animals:

Pets or other lower animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.

Right to Re-Survey:

The Cemetery has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities.

3. RESALE AND TRANSFER OF INTERMENT RIGHTS

The cemetery operator prohibits the resale of interment rights to a third party and will repurchase these rights from the interment rights holder or such other person to whom the interment rights have been assigned, at the price listed in Section 2.8 above less any care and maintenance contribution amount previously made. Transfers of interment rights cannot be prohibited so long as the purchaser meets the qualifications and requirements as outlined in the cemetery operator's by-laws.

The cemetery operator prohibits the resale of interment rights to a third party and is not required to repurchase unused interment rights in a plot (more than one lot) if one of the interment rights in the plot has been exercised.

The cemetery operator permits the interment or scattering rights holder to sell or transfer their interment rights or scattering rights to a third party, at no more than the current price listed on the cemetery price list, so long as the sale or transfer is conducted through the cemetery operator and the interment rights holder and purchaser meet the qualifications and requirements as outlined in the cemetery operator's by-laws.

4. CANCELLATION OR RESALE OF INTERMENT RIGHTS

Purchasers of interment or scattering rights holders acquire only the right to direct the burial of human remains and the scattering of cremated human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws. In accordance with cemetery by-laws, no burial, entombment, scattering, or installation of any monument, marker, inscription, or memorialization is permitted until the interment

rights have been paid in full. An interment rights certificate will be issued to the Interment Rights Holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of Real Estate or real property. An interment rights holder wishing to resell their interment rights may advise the cemetery operator of their intention prior to seeking a third-party buyer for their interment rights.

Cancellation of Interment Rights within 30 Day Cooling-Off Period:

- A purchaser has the right to cancel an interment or scattering rights contract within thirty (30) days of signing the interment or scattering rights contract, by providing written notice of the cancellation to the cemetery operator. The cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

Cancellation of Interment or Scattering Rights after the 30-Day Cooling-Off Period:

- Upon receiving written notice from the purchaser of the interment or scattering rights, the cemetery operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment or scattering rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the cemetery operator along with the written notice of cancellation.
- If any portion of the interment or scattering rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment or scattering rights.

Care and Maintenance Fund Contributions:

- It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery. Contributions to the care and maintenance fund are not refundable except when interment or scattering rights are cancelled within the 30-day cooling off period.

NOTE: ALL RESALES OF INTERMENT OR SCATTERING RIGHTS MUST BE CARRIED OUT THROUGH THE CEMETERY OPERATOR.

Requirements of Resale:

- If an interment rights holder wishes to re-sell the interment or scattering rights and the cemetery operator's by-laws prohibit the third-party resale of interment or scattering rights, the rights holder must make the request to the cemetery operator in writing. The cemetery operator will repurchase the interment or scattering right at the price listed on the cemetery operator's current price list less the Care and Maintenance Fund contribution made at the time of purchase. The re-purchase and payment to the rights holder requesting the sale must be completed within 30 days of the request.
- The interment or scattering rights holder requesting the resale of the rights must return the interment or scattering rights certificate to the cemetery operator and the rights holder(s) must endorse the interment or scattering rights certificate, transferring all rights, title and interest back to the cemetery operator. The appropriate paperwork must be completed before the cemetery operator reimburses the rights holder(s).

5. BURIAL OF CREMATED REMAINS

- Interment or scattering rights holder(s) must provide written authorization prior to a burial, scattering, or an entombment taking place. Should the interment or scattering rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the *Succession Law Reform Act* i.e. Personal Representative, Estate Trustee, Executor or next of kin.
- A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the cemetery office prior to a burial, scattering or entombment taking place. A Certificate of Cremation must be submitted to the cemetery office prior to the burial of cremated remains or scattering of cremated remains taking place.
- In accordance with the FBCSA and O. Reg 30/11 and 184/12 the purchaser of interment or scattering rights must enter into a cemetery contract, providing such information as may be required by the cemetery operator for the completion of the contract and the public register prior to each burial or entombment of human remains, or each scattering of cremated human remains.
- Payment must be made to the cemetery operator before a burial can place.
- The cemetery shall be given 12 business hours of notice for each burial of human remains or scattering of cremated human remains.

- The opening and closing of graves, crypts and niches or the scattering of cremated remains may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.
- Cremated remains may be scattered within a designated area of the cemetery.
- Cremated remains are not permitted to be scattered on a grave containing human remains without the consent of the interment rights holder and in keeping with these by-laws.
- A scattering rights contract must be completed and the payment of the scattering fee must be received before the scattering of cremated human remains within the cemetery can take place.
- Once scattered; cremated remains cannot be retrieved.
- Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the cemetery operator and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received at the cemetery office before the removal of casketed human remains from the cemetery may take place. A certificate from the local medical officer of health is not required for the disinterment of cremated remains from a lot or the removal of cremated remains from the cemetery.
- In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s).
- The burial of remains per lot is as follows: 1 burial and 4 cremations per plot OR 6 cremations per lot.

6. MEMORIALIZATION

- No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full and/or a permit is obtained from the cemetery operator.
- No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery operator.
- Minor scraping of the monument base of an upright monument due to grass/lawn

maintenance is considered normal wear and tear.

- The cemetery operator will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.
- Memorials – monuments, markers, plaques etc. are owned by the interment rights holder and the cemetery operator is not responsible for their loss or deterioration. These memorials should be protected by the interment rights holder's own insurance coverage.
- The cemetery operator reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. They must not be of a size that would interfere with any future interments.
- All foundations for monuments and markers shall be built by, or contracted to be built for, the cemetery operator at the expense of the interment rights holder.
- Should any monument or marker present a risk to public safety because it has become unstable, the cemetery operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy to remove the risk.
- The cemetery operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the trustees.
- A monument, private mausoleum, or other structure shall be erected only after the specific design plans have been approved by the cemetery operator including: dimensions, material of structure, construction details, and proposed location.
- In keeping with the cemetery by-laws only one monument shall be erected within the designated space on any lot.
- The minimum thickness for flat markers including footstones is 4 inches or 10 cm.
- All monuments and markers shall be constructed of bronze or natural stone (i.e. granite).
- No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the interment rights holder(s) and/or marker retailer have been notified by the cemetery operator.
- Markers and footstones of bronze or granite are permitted with size and quantity

restrictions according to cemetery by-laws and the placement of such memorials shall not interfere with future interments.

7. CARE AND PLANTING

A portion of the price of interment or scattering rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the cemetery grounds and markers. Services that can be provided through this fund include:

- Re-levelling and sodding or seeding of Lots or scattering grounds
- Maintenance of cemetery roads, sewers and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Maintenance of mausoleum and columbarium
- Repairs and general upkeep of cemetery maintenance buildings and equipment
- No person other than cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the cemetery.
- No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the cemetery.
- Flowers placed on a grave for a funeral shall be removed by the cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.

8. ITEMS THAT ARE PROHIBITED AND PERMITTED

The cemetery reserves the right to regulate the articles placed on lots or plots that pose a threat to the safety of all interment rights holders, visitors to the cemetery and cemetery employees, prevents the cemetery from performing general cemetery operations, or are not in keeping with the respect and dignity of the cemetery.

Prohibited articles will be removed and disposed of without notification.

- The cemetery reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the cemetery.

9. CONTRACTOR/MONUMENT DEALER BY-LAWS

Any contract work to be performed within the cemetery requires the written pre-approval of the interment rights holder and the cemetery operator before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of

all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the cemetery office and provide the necessary approvals before commencing work at any location on the cemetery property.

Prior to the start of any said work, contractors must provide proof:
WSIB coverage Occupational Health and Safety compliance standards
WHMIS Evidence of liability insurance of not less than \$ \$2 million

- All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.
- Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the cemetery operator.
- No work will be performed at the cemetery except during the regular business hours of the cemetery.
- Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The cemetery reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.
- Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved to protect the surface from damage.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND
FINALLY PASSED THIS 14TH DAY OF MARCH, 2022.**

Mayor
Grant Jones

CAO/Clerk
Lisa Higgs

Drinking-Water Systems Regulation O. Reg. 170/03

Drinking-Water System Number:	210000871
Drinking-Water System Name:	Elgin Area Primary Water Supply System
Drinking-Water System Owner:	Elgin Area Primary Water Supply System Joint Board of Management
Drinking-Water System Operating Authority:	Ontario Clean Water Agency (OCWA)
Drinking-Water System Category:	Large Municipal Residential
Period being reported:	January 1, 2021 through December 31, 2021

<p>Complete if your Category is Large Municipal Residential or Small Municipal Residential</p> <p>Does your Drinking-Water System serve more than 10,000 people? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Is your annual report available to the public at no charge on a web site on the Internet? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Location where Summary Report required under O. Reg. 170/03 Schedule 22 will be available for inspection.</p> <p>Lake Huron and Elgin Area Water Supply Systems c/o Regional Water Supply Division 235 North Centre Road, Suite 200 London, ON N5X 4E7 https://huronelginwater.ca/</p> <p>Elgin Area Water Treatment Plant 43665 Dexter Line, Union, ON N0L 2L0</p>	<p>Complete for all other Categories.</p> <p>Number of Designated Facilities served: N/A</p> <p>Did you provide a copy of your annual report to all Designated Facilities you serve? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Number of Interested Authorities you report to: N/A</p> <p>Did you provide a copy of your annual report to all Interested Authorities you report to for each Designated Facility? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
--	--

Drinking-Water Systems Regulation O. Reg. 170/03

List all Drinking-Water Systems (if any), which receive all of their drinking water from your system:

Systems that receive their drinking water directly from the EAPWSS:

Drinking Water System Name	Drinking Water System Number
City of London Distribution System	260004917
St. Thomas Area Secondary Water Supply System	260078897
Aylmer Area Secondary Water Supply System	260004722
Port Burwell Area Secondary Water Supply System	260004735
Central Elgin Distribution System	260004761
St. Thomas Distribution System	260002187

Systems that receive their drinking water indirectly from the EAPWSS:

Drinking Water System Name	Drinking Water System Number
Aylmer Distribution System	260002136
Malahide Distribution System	260004774
Dutton Dunwich Distribution System	220002967
Bayham Distribution System	260004748
Southwold Distribution System	210001362
Ontario Police College Distribution System	260002161

Did you provide a copy of your annual report to all Drinking-Water System owners that are connected to you and to whom you provide all of its drinking water?

Yes ☒ No ☐

Indicate how you notified system users that your annual report is available, and is free of charge.

- ☒ Public access/notice via the web
- ☒ Public access/notice via Government Office
- ☐ Public access/notice via a newspaper
- ☐ Public access/notice via Public Request
- ☐ Public access/notice via a Public Library
- ☐ Public access/notice via other method _____

Drinking-Water Systems Regulation O. Reg. 170/03**Describe your Drinking-Water System**

The Elgin Area Primary Water Supply System employs pre-chlorination, screening, process pH adjustment (utilizing carbon dioxide), powder activated carbon addition (seasonally on an as-required basis), coagulation, flocculation, sedimentation, dual-media filtration, UV disinfection, post-chlorination, final pH adjustment (utilizing sodium hydroxide) and fluoridation to treat raw water obtained from Lake Erie. The WTP has a rated capacity of 91 ML/day (MLD). Water is pumped from the plant through the primary transmission main (900mm diameter) to various communities enroute to the Elgin-Middlesex Terminal Reservoir located northeast of St. Thomas in the Municipality of Central Elgin. The drinking water system is monitored at various locations throughout the system via a Supervisory Control and Data Acquisition (SCADA) system. A Residuals Management Facility (RMF) provides equalization, clarification, sediment thickening and dechlorination. Thickened sediment is dewatered by centrifuges and the thickened sediment is sent to the landfill for final disposal. Clarified and dechlorinated liquid streams are discharged back to Lake Erie through the plant drain.

List all water treatment chemicals used over this reporting period

Carbon Dioxide
Aluminum Sulphate
Cationic Polymer
Powder Activated Carbon
Chlorine Gas
Hydrofluosilicic Acid
Sodium Hydroxide
Dewatering Polymer (Residuals Management Facility)
Sodium Bisulphite (Residuals Management Facility)

Were any significant expenses incurred to?

- ☒ Install required equipment
- ☒ Repair required equipment
- ☒ Replace required equipment

Please provide a brief description and a breakdown of monetary expenses incurred:**Capital Projects:**

- Instrumentation replacements
- Filter effluent flow meter (4) replacements
- LED lighting upgrades
- Filter #1 and #4 drain valve actuator replacements
- Interior door replacements
- Alum loading area safety shower installation
- Powder Activated Carbon (PAC) room safety shower installation

Drinking-Water Systems Regulation O. Reg. 170/03

- Hand railing replacements
- Heating, Ventilation, and Air Conditioning (HVAC) upgrade at the Low Lift Building
- A-Pipeline condition assessment
- Site security trailer installation
- Service water piping replacements at the Low Lift Building

Maintenance Projects:

- Low lift pump #1 rebuild

Provide details on the notices submitted in accordance with subsection 18(1) of the Safe Drinking-Water Act or section 16-4 of Schedule 16 of O.Reg.170/03 and reported to Spills Action Centre

Incident Report Date	Parameter	Result	Unit of Measure	Corrective Action	Corrective Action Date
N/A	N/A	N/A	N/A	N/A	N/A

Microbiological testing done under the Schedule 10, 11 or 12 of Regulation 170/03, during this reporting period.

Location	Number of Samples	Range of E. coli Results (CFU/100 mL) (min #)-(max #)	Range of Total Coliform Results (CFU/100 mL) (min #)-(max #)	Range of HPC Results (CFU/100 mL) (min #)-(max #)
Raw Water	104	(0)-(400)	(0)-(28,000)	(<10)-(>2,000)
Treated Water (WTP)	261	(0)-(0)	(0)-(0)	(0)-(>2,000)
Distribution (EMPS Valve House)	105	(0)-(0)	(0)-(0)	(0)-(90)
Distribution (Fruitridge Surge Facility)	52	(0)-(0)	(0)-(0)	(<10)-(10)

Drinking-Water Systems Regulation O. Reg. 170/03

Operational testing done under Schedule 7, 8 or 9 of Regulation 170/03 during the period covered by this Annual Report.

Parameter	Number of Grab Samples	Range of Results (min #)-(max #)
Treated Water Free Chlorine (mg/L)	Continuous Monitoring	(0.54)-(2.76)
Treated Water Free Chlorine (mg/L)	2127	(0.76)-(2.17)
Treated Water Turbidity (NTU)	Continuous Monitoring	(0.011)-(2.00)
Treated Water Turbidity (NTU)	2126	(0.016)-(2.22)
Treated Water Fluoride (mg/L)	Continuous Monitoring	(0.12)-(2.00)*
Treated Water Fluoride (mg/L)	749	(0.20)-(0.80)
Filter #1 - Filtered Water Turbidity (NTU)	Continuous Monitoring	(0.015)-(0.292)
Filter #2 - Filtered Water Turbidity (NTU)	Continuous Monitoring	(0.015)-(0.411)
Filter #3 - Filtered Water Turbidity (NTU)	Continuous Monitoring	(0.015)-(0.420)
Filter #4 - Filtered Water Turbidity (NTU)	Continuous Monitoring	(0.013)-(0.395)
Combined Filtered Water Turbidity (NTU)	2125	(0.015)-(0.483)

NOTE: *Fluoride spikes > 1.50 mg/L on treated water coincide with pump start-ups or pump changes. Fluoride residual spikes > 1.50 mg/L did not exceed 5 minutes at any time in 2021, therefore not reportable (not an adverse result).

Drinking-Water Systems Regulation O. Reg. 170/03
Summary of Inorganic parameters tested during this reporting period
*(*All tests were conducted on treated water leaving the WTP unless otherwise noted)*

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
Antimony	Jan. 6, 2021	Not Detected	mg/L	NO
	Aug. 3, 2021	Not Detected	mg/L	
Arsenic	Jan. 6, 2021	0.0003	mg/L	NO
	Aug. 3, 2021	0.0003	mg/L	
Barium	Jan. 6, 2021	0.0217	mg/L	NO
	Aug. 3, 2021	0.0194	mg/L	
Boron	Jan. 6, 2021	0.019	mg/L	NO
	Aug. 3, 2021	0.023	mg/L	
Cadmium	Jan. 6, 2021	0.000007	mg/L	NO
	Aug. 3, 2021	0.000005	mg/L	
Chromium	Jan. 6, 2021	0.00012	mg/L	NO
	Aug. 3, 2021	0.00032	mg/L	
Lead (EMPS Valve House)	Jan. 6, 2021	0.00002	mg/L	NO
	July 12, 2021	0.00003	mg/L	
Mercury	Jan. 6, 2021	Not Detected	mg/L	NO
	Aug. 3, 2021	Not Detected	mg/L	
Selenium	Jan. 6, 2021	0.00016	mg/L	NO
	Aug. 3, 2021	0.00014	mg/L	
Uranium	Jan. 6, 2021	0.000042	mg/L	NO
	Aug. 3, 2021	0.000073	mg/L	
Sodium	Jan. 6, 2021	15.9	mg/L	NO
Nitrite	Jan. 6, 2021	Not Detected	mg/L	NO
	Apr. 6, 2021	Not Detected	mg/L	
	Jul. 12, 2021	Not Detected	mg/L	
	Oct. 18, 2021	Not Detected	mg/L	
Nitrate	Jan. 6, 2021	0.225	mg/L	NO
	Apr. 6, 2021	0.301	mg/L	
	Jul. 12, 2021	0.124	mg/L	
	Oct. 18, 2021	0.150	mg/L	

Drinking-Water Systems Regulation O. Reg. 170/03
Summary of Organic parameters sampled during this reporting period
*(*All tests were conducted on treated water leaving the WTP unless otherwise noted)*

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
Alachlor	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Atrazine + N-dealkylated metabolites	Jan. 6, 2021 Aug. 3, 2021	0.00007 0.00005	mg/L mg/L	NO
Azinphos-methyl	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Benzene	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Benzo(a)pyrene	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Bromoxynil	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Carbaryl	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Carbofuran	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Carbon Tetrachloride	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Chlorpyrifos	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Diazinon	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Dicamba	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
1,2-Dichlorobenzene	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
1,4-Dichlorobenzene	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
1,2-Dichloroethane	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
1,1-Dichloroethylene (vinylidene chloride)	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Dichloromethane	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO

Drinking-Water Systems Regulation O. Reg. 170/03

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
2-4 Dichlorophenol	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
2,4-Dichlorophenoxy acetic acid (2,4-D)	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Diclofop-methyl	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Dimethoate	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Diquat	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Diuron	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Glyphosate	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Haloacetic Acids (HAA's) (EMPS Valve House)	Jan. 6, 2021 Apr. 6, 2021 Jul. 12, 2021 Oct. 18, 2021	Not Detected 0.006 0.009 0.005	mg/L mg/L mg/L mg/L	NO
Haloacetic Acids (HAA's) (EMPS Valve House) Running Annual Average	2021	0.005	mg/L	NO
Malathion	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
2-Methyl-4-chlorophenoxyacetic acid	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Metolachlor	Jan. 6, 2021 Aug. 3, 2021	0.00002 0.00002	mg/L mg/L	NO
Metribuzin	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Monochlorobenzene	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Paraquat	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Pentachlorophenol	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO

Drinking-Water Systems Regulation O. Reg. 170/03

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
Phorate	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Picloram	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Polychlorinated Biphenyls (PCB)	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Prometryne	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Simazine	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Total Trihalomethanes (THMs) (EMPS Valve House)	Jan. 6, 2021 Apr. 6, 2021 Jul. 12, 2021 Oct. 18, 2021	0.010 0.015 0.022 0.019	mg/L mg/L mg/L mg/L	NO
Total Trihalomethanes (THMs) (EMPS Valve House) Running Annual Average	2021	0.017	mg/L	NO
Terbufos	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Tetrachloroethylene	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
2,3,4,6-Tetrachlorophenol	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Triallate	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Trichloroethylene	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
2,4,6-Trichlorophenol	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Trifluralin	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO
Vinyl Chloride	Jan. 6, 2021 Aug. 3, 2021	Not Detected Not Detected	mg/L mg/L	NO



Drinking-Water Systems Regulation O. Reg. 170/03

NOTE: During 2021, no Inorganic or Organic parameter(s) exceeded half the standard prescribed in Schedule 2 of Ontario Drinking Water Quality Standards.



ELGIN GROUP POLICE SERVICES BOARD

Chair Sally Martyn

Tel. 519-631-1460

450 Sunset Drive

St. Thomas, ON N5R 5V1

Municipality of Bayham | Municipality of Central Elgin | Municipality of Dutton Dunwich
Municipality of West Elgin | Township of Malahide | Township of Southwold

March 3, 2022

Dear Mayor Jones and Township of Southwold Council,

At its meeting held on February 16, 2022, the Elgin Group Police Services Board appointed Carolyn Krahn, Legislative Services Coordinator, as its Secretary-Administrator.

For the past two (2) years, Carolyn Krahn has been shadowing Elgin County CAO Julie Gonyou in her role as Secretary-Administrator. Since that time, Carolyn has taken on a leadership role with respect to the Board and has demonstrated that she is prepared to support the Board in this new role.

As Chief Administrative Officer for the County of Elgin, Julie Gonyou will continue to attend all PSB meetings and will provide back-up to the Secretary-Administrator as needed.

If you have any questions about the Elgin Group Police Services Board, please do not hesitate to reach out to me or Carolyn (ckrahn@elgin.ca).

Yours very truly,

Sally Martyn
Chair, Elgin Group Police Services Board

Cc: Elgin Group Police Services Board



February 23, 2022

Township of Southwold
35663 Fingal Line
Fingal, ON
N0L 1K0

Attention: Lisa Higss, CAO/Clerk

**RE: Proposed Woodlands Clearing
Part Lot 7, Concession STRE, Township of Southwold**

Under Section 135 (2) of the Municipal Act all abutting landowners shall be notified of impending woodlot clearings.

This letter hereby notifies you of the proposed woodland clearing by Albert and Marie Kemmerling. The proposed clearing of 0.8 hectares (~2 acres) on Part Lot 7, Concession STRE in the Township of Southwold is for the purposes of cleaning up and removing dead trees and increasing available farmland.

The Elgin County Woodlands Conservation Bylaw contains a "no net loss" provision to ensure the protection and enhancement of forest cover in the county. Approval of this clearing exemption would be conditional on trees being replanted in a suitable location under the direction of a qualified forester at the applicant's expense.

If you have objections to this proposed clearing please reply in writing to the Elgin County Tree Commissioner, c/o Kettle Creek Conservation Authority, R.R.#8, 44015 Ferguson Line, St. Thomas, Ontario, N5P 3T3, by the 28th day of March 2022.

If you have any questions regarding this notice, please contact the undersigned at (519)-631-1270.

Yours truly,

Jeff Lawrence
Elgin County Tree Commissioner

County of Elgin
Administrative Services
450 Sunset Drive
St. Thomas, ON N5R 5V1
Phone: 519-631-1460
www.elgincounty.ca



ELGIN MAPPING

Proposed Clearing - Lot 7, STRE, Southwold



Legend

- Elgin County Parcels
- Boundary
- Elgin Road Network
- Elgin Road Network
- Elgin Road Network



1: 35,259



1.8 0 0.90 1.8 Kilometers

WGS_1984_Web_Mercator_Auxiliary_Sphere
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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY- LAW NO. 2022-23

Being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on March 14, 2022.

WHEREAS Section 5(3) of the Municipal Act, 2001, Chapter 25, provides that a municipal power, including a municipality's capacity, rights, powers and privileges under section 8, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

WHEREAS it has been expedient that from time to time, the Council of the Corporation of the Township of Southwold should enact by resolution or motion of Council;

AND WHEREAS it is deemed advisable that all such actions that have been adopted by a resolution or motion of Council only should be authorized by By-law;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD ENACTS AS FOLLOWS:

1. That the actions of the Council of the Township of Southwold at the Regular Meeting of Council held on March 14, 2022; in respect to each report, motion, resolution or other action passed and taken by the Council at its meetings, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by its separate by-law.
2. That the Mayor and the proper officers of the Corporation are hereby authorized and directed to do all things necessary to give effect to the said action, or obtain approvals, where required, and, except where otherwise provided, the Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the Corporate Seal of the Township of Southwold to all such documents.

By-law 2022-23

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME, AND
FINALLY PASSED THIS 14th DAY OF MARCH, 2022.**

Mayor
Grant Jones

CAO/Clerk
Lisa Higgs

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

ADDENDUM TO AGENDA

Monday March 14, 2022



REGULAR MEETING OF COUNCIL

7:00 p.m., Council Chambers Fingal/Via Video Link

2. ADDENDUM TO AGENDA

Items Added:

9. Correspondence:

- (b) Correspondence from Kelly Elliot, Deputy Mayor, Municipality of Thames Centre RE: Rural Education Task Force.

RURAL EDUCATION MEETING

Thursday March 10th

7:00pm

**Blue Line Room - FlightExec Centre
(Dorchester)**

Hosted by: Zorra Mayor Marcus Ryan and Thames Centre Deputy Mayor Kelly Elliott

Rural Education Meeting

This is the ongoing story of rural communities in the TVDSB wanting to be heard and understood, and TVDSB staff not wanting to listen.

Board Staff are trying to keep secret a report that the Board asked for, and Trustees, board staff ,and County councillors worked on, and residents payed for.

Board Staff are attempting to silence the rural voice behind a shield of ever changing excuses which really amounts to them saying “we’d rather not talk about this”.

Rural Education Meeting

Hey Parents! Have you heard what's going on at the TVDSB?

It affects you and your kids and you need to pay attention!

This is what you need to know:

Rural Education Meeting

ISSUE 1: Reducing County Trustees

Our school board is run by ELECTED trustees. We vote for these as part of our Municipal election.

They make the decisions about how our school is run and establish spending priorities.

They are currently considering removing a county trustee position, and adding a London trustee position, shifting the power from being equal to giving London a majority, therefore a stronger voice.

Rural Education Meeting

Here's Why it Matters to You:

We need renovations and additions built onto our school to better accommodate our growing community, so we need our school board to prioritize our needs when applying for provincial funding.

If a majority of the trustees don't see the value in our school and its role in our community, we can't count on them to advocate for us. We need to keep our strong RURAL voice!

Rural Education Meeting

ISSUE 2: Ignoring the RETF Report

Rural Education Task Force (RETF) is a committee formed by TVDSB. This task force focuses on defining the VALUE of rural schools (like TPS) and what is needed to support and sustain us. The Task Force recommendations are key in improving the way that the TVDSB views and manages our unique rural schools. The TVDSB is trying to silence the work of the Task Force from consulting with the public on their work. When these RETF recommendations do not have a chance to be submitted to the board, that directly impacts our chances of having better governance for our schools. This is critical for protecting our children in the rural community we chose to raise them.

Rural Education Meeting

Take ACTION:

Contact ALL TVDSB Trustees to let them know:

“we don’t support the treatment of the Rural Education Task Force by the TVDSB, and we are concerned about what this will mean for establishing the important value of our rural schools.”

“We don’t support a change to the Trustee model. We are very concerned about losing our rural voice and being overpowered by London voices advocating for London needs.”

“we want to be recognized as equal and valuable to the education system.”

Here is where you can find all Trustee’s contact information: Trustees - TVDSB

Want to know more?

Rural Education Meeting

Want to know more?

- Check out Mayor Ryan or Deputy Mayor Elliot's social media for more information and updates on these issues.**
- Join a Parent Council meeting.**

Rural Education Meeting

Marcus Ryan Mayor, Zorra Township; Councillor, Oxford County

FB: Marcus Ryan - Zorra

Twitter: @marcusryanzorra

Kelly Elliott Deputy Mayor, Thames-Centre; Councillor Middlesex County

FB: Kelly - Elliott Deputy Mayor

Twitter: @kellyelliottmcm

TVDSB - Rural Education Task Force

Rural Education Meeting

Rural Education Meeting

Dear Chair Pizzolato and Director of Education Fisher,

I am writing to you today to show support in principle for the draft recommendations of the Rural Education Task Force. The work completed over the last two years by the members of the Rural Education Task Force is invaluable to the success of our rural communities.

When the Rural Education Task Force was created, the mandate of the Committee was laid out to include:

- Review the challenges and opportunities for rural schools, including funding
- Review current practices and evidence related to rural schools and communities (Re-Think Secondary)
- Examine the role e-learning plays in rural education, and other additional learning opportunities that enhance student learning
- Visit rural schools (elementary and secondary) to learn more about innovative practices as solutions
- Explore school configurations for example: Jk-12 or 7-12 models
- Develop recommendations to inform effectiveness and efficiencies within a rural education strategy
- Develop a final report of the Task Force to be presented to Trustees on or before November 2020(extended to March 2022)

The following items were added to the scope of work at the 2020 January 13 meeting:

- Review the data used when making decisions impacting school closures/capital projects
- Review the school level data shared at the Community Collaboration meetings
- Review the effects of school closures on rural communities
- Review funding mechanisms, such as the Rural Education Fund. There was a request to provide information on the criteria for funding
- Review the provincial draft school closure guideline requirements related to an economic impact study for schools receiving RNEF funding

Had the Rural Education Task Force had the opportunity to commence their meetings and had full support from staff, including resources, to complete the final report after presenting the draft report to Thames Valley District School Board staff, the Board of Trustees would have a final report to read.

The actions of the Board of Trustees and Senior Administration of the Thames Valley District School Board to hide this report and the attempt to silence elected municipal officials from discussing the education needs in our rural schools has been appalling and frightening to local democracy. I am concerned that certain Thames Valley District School Board staff were members of the Rural Education Task Force and never raised concerns with the recommendations prior to the eleventh hour, and that Thames Valley District School Board's Board of Trustee Chair and Director of Education only became concerned when municipal leaders wanted to discuss this report.

I am writing to lend my support in principle of these draft recommendations and ask that the Board of Trustees allow the mandate of the Rural Education Task Force to continue **with full staff support** in order to complete the final draft for the Board of Trustees review and decision. These recommendations are too important to simply toss away, and the success of the schools in our rural community depend on them. Any decision other than having this work continue with full staff support to complete a final draft for your review is an attempt to silence the rural needs of the School Board.

I appreciate your time and consideration of this very important matter.

Best regards,

Dear Chair Pizzolato and Director of Education Fisher,

I am writing to you today to ensure that equitable representation balances the interests within the geography of Thames Valley District School Board. As you are well aware, local elected representatives consider the unique needs of their communities in their work at the Board of Trustees table and through their community work. In the past, support for the historic designation for Trustee distribution has always confirmed equity of balanced representation of the three Counties, and the City of London, ensuring that the representation of the Thames Valley District School Board is democratic and fair.

Direction is provided in Ontario Regulation 412/00 S 4. 4(1), (2) and (3) stating that the board **shall have regard** to the following principles:

1. Municipalities with low populations should receive reasonable representation.
2. Evidence of historic, traditional or geographic communities should be taken into account.
3. To the extent possible, the identification of low population municipalities should permit the establishment of geographic areas that coincide with school communities.

I am writing you today to request your support to recognize and promote the continuing practice of the above Regulation and deem Middlesex County a low population municipality, providing the following complement of Thames Valley District School Board Trustees for the 2022-2026 term;

1. Two Trustees representing Middlesex County
2. Two Trustees representing Oxford County
3. Two Trustees representing Elgin County
4. Six Trustees representing the City of London
5. Indigenous Trustee appointed per Ontario Regulation 462/97

This composition allows Thames Valley District School Board to provide equitable representation of the rural constituencies, realizing six Trustee representatives for each of the three Counties and six Trustee representatives for the City of London.

It is imperative to remember that the Provincial Policy Statement protects rural communities from being penalized because of our population due to the fact all land-use policies protects agricultural land from being developed and forces population growth in urban centres. "Representation by population" does not apply to the make-up of the Thames Valley District School Board, as Middlesex, Oxford and Elgin Counties are protected through the Provincial Policy Statement.

I appreciate your time and consideration of this very important matter.

Best regards,



Rural Education Task Force

THAMES VALLEY DISTRICT SCHOOL BOARD

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DRAFT

Rural Education Task Force Members

TVDSB Trustees

Arlene Morell, Middlesex County

Bruce Smith, Elgin County

Sean Hunt, Middlesex County

Meagan Ruddock, Elgin County

Municipal Leaders

Adrian Cornelissen, Middlesex County Councillor
Deputy Mayor, North Middlesex

Sally Martyn, Elgin County Councillor
Mayor, Central Elgin

Marcus Ryan, Oxford County Councillor
Mayor, Zorra Township

Education Partners

Suzanne McCullough, OSSTF

Larisa Grant, OPC

Jennifer Nuyens, TVCHSA

TVDSB

Paul Sydor, Superintendent of Student Achievement

Geoff Vogt, Superintendent of Facilities Services and
Capital Planning

Philippe Venesoën, Research And Assessment Associate

Richard Hoffman, Public Affairs Coordinator and
Communications Manager



Mandate

Recognizing that schools in rural areas face a variety of challenges including student enrolment, school population growth and decline, and other factors.

- Listen to the ideas and concerns of rural communities
- Generate fresh perspectives related to rural schools and communities
- Develop innovative solutions for consideration for a TVDSB Rural Education Strategy
- Report findings and make recommendations to the Board regarding rural schools

The task force would consult with students, parents, community, municipal leaders in TVDSB rural communities (as identified through RNEF), to identify the unique challenges and opportunities experienced by students, parents and municipalities; develop recommendations for consideration related to a TVDSB Rural Education

Task Force members to include but not limited to:

- Trustees
- Superintendents, learning coordinator (other)
- Principals and school staff
- Students (attending small rural high schools)
- Parents
- Community partners (childcare, public health)
- Municipal Leaders
- Others as identified

Scope (not limited to):

- ✓ Review the challenges and opportunities for rural schools, including funding
- ✓ Review current practices and evidence related to rural schools and communities (Re-Think Secondary)
- ✓ Examine the role e-learning plays in rural education, and other additional learning opportunities that enhance student learning
- ✓ Visit rural schools (elementary and secondary) to learn more about innovative practices as solutions
- ✓ Explore school configurations for example: Jk-12 or 7-12 models
- ✓ Develop recommendations to inform effectiveness and efficiencies within a rural education strategy
- ✓ Develop a final report of the Task Force to be presented to Trustees on or before November 2020 (extended to March 2022)

The following items were added to the scope of work at the 2020 January 13 meeting:

- ✓ Review the data used when making decisions impacting school closures/capital projects.
- ✓ Review the school level data shared at the Community Collaboration meetings.
- ✓ Review the effects of school closures on rural communities.
- ✓ Review funding mechanisms, such as the Rural Education Fund. There was a request to provide information on the criteria for funding.
- ✓ Review the provincial draft school closure guideline requirements related to an economic impact study for schools receiving RNEF funding

Executive Summary

The Rural Educations Task Force is a partnership comprised of TVDSB Trustees, Councillors from the rural municipalities of Elgin, Oxford and Middlesex County, TVDSB educators and staff, and community members. The Task Force was created in January 2020 to develop recommendations for a Thames Valley Rural Education Strategy.

The report of the Task Force reflects the voice of the rural constituency in parallel with Task Force members' expertise in their review of the challenges and opportunities of rural schools. The Task Force held in-person and virtual meetings and conducted an e-survey through the Thought Exchange platform realizing over 1,200 responses. Additionally, with the support of municipal partners, the Task Force hosted 7 in-person consultations, as community engagement, acquiring over 400 written responses. This report builds on the strengths and success of rural schools, with a focus on student success and well-being.

What We Learned

- the importance of considering rural needs in decision making
- the need for differentiated approaches
- there is disconnect between the importance of schools in rural communities and how they are funded
- the need to delivery of programming that attracts students from both rural and urban centres, and transportation to serve equitable access
- the importance of equitable access to student programming,
- the value of leveraging industry to support programming (i.e., co-ops),

The Task Force methodology identifies and concludes that differentiated approaches benefit urban, suburban and rural communities.

Summary of the Key Findings for Rural Schools

To foster student success, equity and the value of rural schools through establishing and implementing differentiated approaches. To integrate a rural policy lens ensuring decisions recognize and value rural Ontario as a strength and asset.

Thames Valley District School Board

- establish a Rural Equity Advisory Committee to implement RETF recommendations as the rural strategy
- advocate for a provincial policy requirement that school districts use the same planning data that Ministry of Municipal Affairs and Housing and the Ministry of Finance require municipalities to use
- establish bi-annual planning and collaboration meetings with municipal partners, and report the outcomes of the meetings to the public
- establish joint-use agreements with municipal partners

Counties, Regions and Area Municipalities

- Develop and maintain regional(county) and local(municipal) school advisory committee, with a focus on economic development and community building
- Explore and establish joint-use agreements with the school district for example; sharing of resources, internet broadband, childcare and, student learning/career opportunities

Provincial Government

- Establish provincial policies for education funding, capital planning and pupil accommodation to formally recognize the value of rural and single school community schools to the community
- Maintain and enhance the Rural and Northern Education Fund (RNEF) model for rural and northern schools as a policy and funding framework
- Implement a policy requirement that school Districts use the same planning data that Ministry of Municipal Affairs and Housing and the Ministry of Finance require municipalities to use
- Establish an education funding formula review through an equity lens to identify redundancies, efficiencies, rural inequities in the current structure of grants for student needs, relative to current expectations, expenditures, and impacts

Conclusion

Rural schools are integral to the local community, where traditions, activities and events are introduced, maintained, and evolve. They create a sense pride, loyalty and belonging with students as the beneficiaries.

The Rural and Northern Education Funding framework serves as the foundation to reduce barriers to emerging opportunities that will benefit rural schools and student outcomes. Furthermore, this funding is invaluable in severing students in rural schools and further investments will promote increased vitality of rural schools.

Above all, we are in this together, the province, the municipalities and the schools boards must be full partners. This will require provincial and local policy direction and a commitment to differentiated approaches in order to ensure this vision.

Ultimately, it will take continued engagement and resolute commitment to a Rural Education Strategy.

Task Force Overview

Background and Context

Thames Valley District School Board

With a rural, urban and suburban population, Thames Valley District School Board is a unique district shared across Elgin, Middlesex and Oxford Counties and the City of London. Our region is bordered by beautiful Lake Erie and Lake Huron, with some of the best greenspace and landscape that Ontario has to offer.



We are a District in motion toward progressive growth and student achievement. As the fourth largest public school board in Ontario, our 7,000km² district includes families who have been here for generations, and many who have recently arrived.

Thames Valley came into being on January 1, 1998, with the amalgamation of the Elgin County Board of Education, the Board of Education for the City of London, Middlesex County Board of Education and Oxford County Board of Education.

Schools

Elementary: 132
Secondary: 29

Enrolment

Elementary: 55,134
Secondary: 23,105

Transportation

Elementary Students: 23,822
Special Needs: 848
Secondary Students: 9,408
Special Needs: 637

Employees

Principals and Vice-Principals: 253
Elementary Teachers: 3,632
Secondary Teachers: 1,762
Educational Assistants: 836
Early Childhood Educators: 416

Continuing Education Instructors: 61
Professional and Support: 174
Custodial and Maintenance: 728
Office and Clerical: 418
Senior Administrative: 35
Other: 196

Total TVDSB Employees: 8,511

(Source TVDSB Web-Site)

Task Force Overview: Timeline and Processes



The Task Force was formed through a Board of Trustee resolution, as directed through the TVDSB Bylaws all Trustees were invited to indicate their interest in membership to the Task Force. Upon the appointment of the members to the Task Force, the first meeting was held in January 2020. As a group the Task Force members reviewed the scope, members identified gaps in the scope and expanded the mandate. The Task Force established a strategy to fulfill the mandate and to develop informed recommendations through three parallel pathways:

- reports and research;
- community consultation; and
- Task Force members' expertise.

As a result of the COVID-19 Pandemic, in late March 2020, the Task Force paused its work until the late fall of 2020, thus a request to extend the timeline was granted.

In a manner to build a knowledge foundation, Task Force members shared, reviewed, and received presentations. The Task Force members began their work by reviewing similar projects undertaken in British Columbia and Ontario, their methods and findings served as a guide to the Task Force approaches in fulfilling the mandate.

Engagement and Consultation

The Task Force mandate to consult was supported by TVDSB Research and Assessment Department, the consultation (per the mandate) was developed and directed by the members of the Task Force. As such, it was important to Task Force members to learn directly from the rural constituency, therefore a three-phased approach was intentionally designed. Careful consideration was given to each phase, beginning with a Thought Exchange e-survey, with the results of the e-survey informing the in-person consultations. ~~and ending with utilizing expertise through a Focus Group.~~

Phase One: Thought Exchange Survey

An online survey was conducted, survey respondents asked to think about what is important to them regarding rural schools and share their thoughts, views and opinions regarding "What are the unique challenges and opportunities of our rural TVDSB schools and, how do you think we can enhance the rural experience?" The on-line survey was conducted in the late fall of 2020 with results of the e-survey presented by TVDSB Research and Assessment in January 2021. Over 1,200 responses were collected, members of the Task Force analysed the results, and emerging themes were identified as the basis of further consultation in phase two.

See Appendix XX, TVDSB Research and Assessment Report of the Thought Exchange Results

Engagement and Consultation

Phase Two: A Conversation about Rural Schools and Education in Thames Valley

In the midst of the COVID-19 pandemic, it remained critical to the members of the Task Force to host in-person consultations, as such, the timeline was delayed. In-person consultations were held in November 2021, when it was safe to do so. As identified by the Task Force, the community consultations focused on four key themes: education funding; decision-making; school programming and the internet; and, the importance of rural community schools.

Through the generous support of the host Municipalities, a total of 7 in-person engagements were held garnering over 400 responses.

Middlesex County

Monday, November 15, Thames Centre,
Dorchester Arena

Monday, November 22, Southwest Middlesex,
Glencoe Library Community Room

Thursday, November 25, North Middlesex,
Parkhill Community Centre



Elgin County

Wednesday, November 17, West Elgin,
Rodney Recreation Centre

Wednesday, November 24, Malahide,
Springfield Community Centre

Thursday, December 2, Central Elgin,
Masonic Centre

Oxford County

Monday, November 29, Zorra Township,
Thamesford Recreation Centre



Presentations and Research

Over the course of the mandate, the Task Force received and reviewed relevant information from;

- the Ontario Ministry of Education;
- Pupil Accommodation Review Guidelines;
- Plan to Strengthen Rural and Northern Education;
- Ministry Memorandums and B Memos;
- The Rural and Northern Education Funding (RENF).

Also reviewed were excerpts from;

- Grant for Student Needs Technical Paper;
- a list of TVDSB identified RNEF schools, and the parameters for qualifying for this funding;
- student enrollment data;
- the summary of the Annual Community Collaboration Meetings;
 - the facility information (FCI);
 - the system utilization of the elementary and secondary panel by region (County).
- TVDSB Annual Facility Report,
 - schools less than 100% capacity,
 - school closures, consolidations and opening since 2006,
 - holding zones and schools.
- report from Wales – Rural Education Action Plan,
- report from the Province of Alberta regarding the impact of schools on rural communities, and
- rural school and education research authored by local experts, research regarding community schools and local economic impacts.

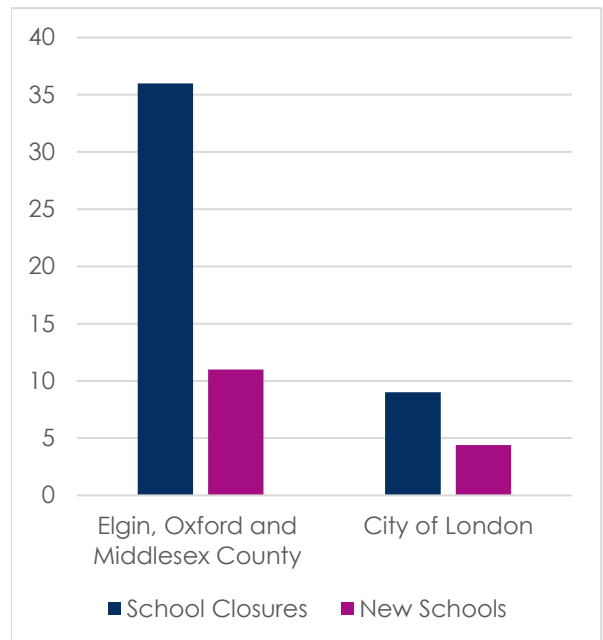
In addition, presentations to the committee focused on school models, and grade configurations, the capital planning process, data and evidence, and grant submissions. Due to the COVID-19 pandemic limitations, the strain on board resources, the imposed timeline restrictions, the rural school visits and e-learning were not explored by the Task Force.

Advocacy

At the October 2020 TVDSB Board meeting the following motion was presented by the Trustee members of the Task Force and adopted by the Board of Trustees:

- That the Board of Trustees advocate for the following and invite the Rural Education Task Force municipal members to advocate similarly:
 - Maintaining and enhancing the Rural and Northern Education Fund (RNEF) funding model for rural and northern schools.
 - Maintaining the moratorium on school consolidations and closures for the schools that qualify/identified for the Rural and Northern Education Fund, in accordance with the Ministry of Education Draft Public Accommodation Guidelines.

School Consolidations and Closures 2006-2021
(School Closure Moratorium 2017)



Source: TVDSB Annual Capital Planning Report, 2018

- o Strengthening of integrated local planning at the community level and to promote local planning conversations among school boards, municipalities and other relevant local partners to ensure ongoing communication and notification regarding possible school consolidations, closures, additions or new builds.
- Provincial policies for capital planning and pupil accommodation reviews that formally recognize the importance and value to the community of rural and single school community schools.

Rural and Northern Education Fund (RNEF)

Background

In September 2017, in response to the provincial consultations regarding rural and northern schools, the Ontario government announced new funding and policy direction for rural and northern schools.

RNEF TVDSB

For the 2019-20 school year, the Ministry of Education invested an additional \$21.1 million through the Rural and Northern Education Fund (RNEF) as an enhancement to the Grants for Student Needs (GSN). The funding will be dedicated to further improve education for students from rural communities. The Thames Valley District School Board Received \$700,827 to improve education in our rural schools. The funds were allocated to provide support in the following areas:

Improving Programming - \$700,827 Glencoe District High School, North Middlesex District High School, West Elgin Secondary School and East Elgin Secondary School were staffed accordingly to support improved programming. (Source: TVDSB Website)

Pupil Accommodation Review Guidelines – RNEF

In February 2018, the Ontario government, in response to consultations regarding provincial guidelines related to the process for school consolidations and closures provided specific direction for school identified for the RNEF allocation.

2018 B Memo: If at least one school that is eligible to receive support from the Rural and Northern Education Fund (RNEF) is included in a pupil accommodation review at any time then economic impacts must also be given consideration for each accommodation option. School boards will have discretion to undertake economic impact assessments in other communities, if needed.

The ministry will:

- Develop guidance that will define key parameters it expects the economic impact assessment to address (such as, impact on local businesses, impact on family commutes / schedules and housing starts). We will consult with school boards and municipalities on how these key parameters are shaped;
- Develop an approved list of vendors from which boards may select a third party to undertake this work.
- Seek approval for additional funding for boards that will be required to undertake economic impact assessments.

The 2018 B Memo provided further policy direction,

Impact on the local community must include consideration of the local economy if at least one school that is eligible to receive support from the Rural and Northern Education Fund (RNEF) is included in a pupil accommodation review at any time.

TVDSB RNEF Schools

Elementary Schools

A.J. Baker PS	Oxbow PS
Adelaide-W.G. MacDonald PS	Parkhill-West Williams PS
Aldborough PS	Parkview PS
Blenheim District PS	Plattsville & District PS
Caradoc North PS	Port Burwell PS
Caradoc PS	South Dorchester PS
Centennial Central PS	Southwold PS
Davenport PS	Springfield PS
Delaware Central PS	Straffordville PS
Dunwich-Dutton PS	Summers' Corners PS
East Williams Memorial PS	Tavistock PS
Ekcoe Central PS	Thamesford PS
Emily Stowe PS	Valleyview Central PS
Hickson Central PS	West Nissouri PS
Innerkip Central PS	Westminster Central PS
Kettle Creek PS	Wilberforce PS
McGillivray Central PS	Zorra Highland Park PS
McGregor PS	
Mosa Central PS	
New Sarum PS	

Secondary Schools

East Elgin SS
Glencoe District SS
Lord Dorchester SS
Medway SS
North Middlesex District SS
West Elgin SS

Definitions (others to be added?)

RETF – Rural Education Task Force

RNEF – Rural and Northern Education Funding

Single School Community: a rural community where one school is located

TVDSB- Thames Valley District School Board

SEAC – Special Education Advisory Committee

PAAR – Pupil Accommodation Review Guidelines: the framework established by the Ontario Ministry of Education as guidelines for school board when embarking on school consolidations and closures, with a moratorium(June 2017) in place, the 2018 guidelines remain as a draft document(2022)

AAR Attendance Area Review: an accommodation tool(processes defined in policy and procedure) used to review and establish a school attendance area

South Western Ontario Student Transportation Services(STS)- serves as the transportation consortium for TVDSB and the coterminous school board

On Demand/Flex Transportation; community-based transportation, generally offered in low-density (rural) communities where public transportation does not exist

Culturally Responsive and Relevant Pedagogy an instructional approach that recognizes the importance of including students' cultural references in all aspects of learning.

Policy/Program Memorandum (PPM 161) Students with Prevalent Medical Conditions: Ontario Ministry of Education memorandum providing school board with direction related to supporting children and students with prevalent medical conditions (anaphylaxis, asthma, diabetes, and/or epilepsy) in schools

FCI – Facility Conditions Index: data measurement regarding a school's current condition and state of repair, a school with a low FCI rating needs less repair and renewal work than a school with a higher FCI rating.
(Source: <http://www.edu.gov.on.ca/eng/parents/fci.html>)

OTG- On the Ground Capacity: a Ministry of Education formula assigned to the school instructional space based on the number of students to be accommodated in a school such as; classrooms, gym, learning commons, art and music room ect. The total of the capacity for instructional spaces within the school is the On-The-Ground capacity for the school as a facility.

Key Findings and Actions

The RETF designed the findings of our work, with students' success and well-being as our first priority, all through a lens that honours the diverse assets and inherent strengths within Thames Valley.

Key Actions serve as the foundation/framework of the Rural Education Strategy

Key Finding: Value of School to the Community

- Rural schools contribute as a strength of the District and Ontario, where local approaches are valued, honoured and nurtured.
- Community hub, place where community traditions, activities and events are introduced, maintained and evolve,
 - a sense of community pride, loyalty and belonging.
- Many rural communities have one school (single-school community) having a school contributes to the vibrancy of the community well-being, local economy, and the rural lifestyle.

Key Actions

- Explore and initiate differentiated approaches in rural schools (RNEF).
- Explore the value of a school to a community through funding and policy
- Explore and establish joint-use agreements
- Support an increased role for TVDSB expertise related to diversity, equity and inclusion in response to the growing diverse populations in rural communities.
- Develop and implement policies for capital planning, pupil accommodation reviews and other student accommodation planning tools that formally recognize the importance and value to the community of rural and single school community schools
- Explore supports for Community Use of Schools, to identify and reduce existing barriers, (red tape) that regarding the use of the facility outside the school day, specifically for single-school communities

Key Finding: Rural and Northern Education Funding (RNEF)

- Specialized rural funding and provincial policy criteria as a foundation recognizing the uniqueness of the rural geography and single-school communities.

Key Actions

- Advocate for expanding RNEF funding allocation to emulate the Urban and Priority High Schools funding allocation.
- Strengthen District direction through modeling RNEF policy differentiation through strategic and operational plans, student accommodation and capital planning, budget, policy and procedures.
- Explore differentiations required to support RNEF schools.

Key Finding: Collaboration and Partnerships

- Existing service gaps and limitations for rural community-based childcare and before/after school programming
- Municipal (local and regional) communications (exchanging information), consultations, meaningful two-way interactions and integrated planning

Key Actions

- Actively explore funding and establish partnerships for Family Centres and before/after school programming in rural communities
- Explore and establish joint Regional, and Municipal rural advisory committee with respect to fostering communication and relationships
- Foster two-way sharing (conversations) relevant to planning information with municipal governments (local and regional), for example: land use plans and official plans (to be included in student accommodation plans presented to public)
- Consider the same planning data that Ministry of Municipal Affairs and Housing and the Ministry of Finance require municipalities to use



Key Finding: Capital Funding and Student Accommodations

- Opportunities for integrated approaches to balance competing priorities of school size, reduce empty pupil places, growth and capacity
- RNEF policy establishes a foundation for differentiation
- Disproportionate rural school closures
- Competing for capital and renewal funding
- Opportunities for innovative approaches through further collaborations with neighbouring school districts and coterminous school Boards
- Provincial Policy Statement contributes as a framework directing land use (urban and rural) development as this relates to capital funding, existing and new schools

Key Actions

- Explore student accommodation measures through the utilization of grade configurations models, for example grade 7-12, and other planning tools to balance school size
- Anticipating the end of the school closure moratorium, develop and establish policy guidelines and key parameters responsive to the provincial pupil accommodation review guidelines (PAAR 2018) with respect to RNEF schools
- Develop an economic impact framework and template (PARG) through collaboration and consultation with parents, community and municipal partners
- Explore and develop parallel urban and rural capital planning
- Policies for pupil accommodation reviews formally recognize the value of the school to the community for RNEF schools
- Explore collaborations with neighbouring school districts
- Explore coordination with the coterminous district school board(s), the goal of mutually beneficial dialogue minimizing duplication and for the sharing of services and resources

Key Finding: Staffing

- Generally small schools have limited staffing capacity and teacher specialists to support programming
- Staff dedication, close connections, community engagement (activities and events) of school teacher/staff with parents and community often beyond the school day
- Supporting quality education; culturally responsive and relevant pedagogy supports strength-based student learning approaches
- Staff, teacher and principal placement and length of tenure, connecting to neighbouring elementary and secondary schools
- Minimal support staff(school and community) to support students with medical needs (i.e juvenile diabetes)as defined in PPM 161, Prevalent Medical Conditions
- School leadership(principal and vice-principal) fostering connections through on-boarding with the community

Key Actions

- Explore differentiated approaches supporting/benefiting all staff
- Facilitate opportunities for teachers/staff to share ideas, innovate co-located approaches
- Support facilitating school staff to explore curriculum delivery and connections to best respond to localized place-based learning opportunities
- Support knowledge mobilization related to culturally responsive and relevant pedagogy (differentiation in student instruction)
- Honour/recognize distance and length of travel associated with centralized meetings and professional development
- Explore and report the impacts of longer term stability of maintain consistent staff placements in RNEF schools, keeping same principal for longer periods of time, harnessing and valuing the knowledge of staff who have established long term understanding of the community
- Increase supports and school-based training for staff in schools with students with medical needs (PPM 161) for example: explore community-based partnerships
- As a system direction, support the role of the principal in the community

Key Finding: Provincial Education Funding

- Nature of centralized funding de-incentivizes unique and localized approaches
- Current funding formula does not recognise the unique challenges associated with the delivery of education in rural settings. For example, distance in transportation, lack of funding for specialist teachers/staff, base funding for small secondary schools
- Funding parameters support average school size that negatively impacts rural and small schools where land use policy limits population density

Key Actions

- Explore mechanisms for long-range and multi-year forecasting, multi-year budgeting, operations and capital funding
- Actively advocate for a comprehensive review of the provincial funding formula, the review would support an equity lens to identify redundancies, efficiencies and rural inequities in the structure of grants for student needs, relative to current expectations, expenditures and impact
- Explore a cost/ benefit (economic value) analysis regarding core funding for small schools in single school communities
- Advocate for maintaining and enhancing the Rural and Northern Education Fund (RNEF) funding model for rural and northern schools.

Key Finding: Policy and Decision Making

- Out-of-area exemptions negatively impact small rural secondary schools
- Equitable access to programming supports increased opportunities and success
- Internet inequity, technology and connectivity
- School size reflects the needs/population of the community
- Board geography and configuration disadvantages rural autonomy

Key Actions

- Policy accountability through school boundaries, annually report out-of-area student populations including French Immersion
- Local school councils are consulted and notified with respect to Board discussions/considerations
- Foster awareness regarding the lack of access in rural communities to technology and connectivity in assumptions and expectations
- Evaluate funding/budget assumptions as this relates to optional school size and student success research
- At minimum hold one Board meeting per Trustee term in the respective County

Key Finding: Special Education

- Equitable opportunities and learning environments for all students to meet their needs and outcomes

Key Actions

- Conduct a program review with the goal to enhance local access to programming for students with special education needs at the local school
- Ensure one Trustee of those elected in the Counties of Elgin, Oxford and Middlesex, is a member of SEAC

Key Finding: Transportation

- Out-of-area student transportation negatively impacts small rural secondary schools
- Lack of public transportation in rural communities limits co-op placements, school to work programmes and extracurricular activities and programs

Key Actions

- Review STS service agreements, funding arrangements and governance model, identify and reduce barriers to introduce differentiated approaches for rural school transportation delivery
- Explore and engage in municipal collaboration and potential joint transportation systems ie. On-Demand/Flex Transportation
- Increase equity in access to transportation, initiate a pilot with late-bussing options at a RNEF school



Key Finding: Focused Programming/ Schools

- Responsive to student-centred differentiated learning promoting global competencies
- Opportunities for rural-centric agriculture and related industry specialized programming offered reflecting the local economy and place-based learning
- Re-discover the purpose of local schools through progressive education approaches that benefit teacher expertise and personalized learning directed to increase student outcomes (Bruce)

Key Actions

- Explore and establish an innovative agriculture-tech focused learning centre (collaboration with local and industry expertise, with post-secondary programs) at a small rural high school and provide transportation from urban to rural school
 - a localized place-based approach, for example: green industry, specialized in livestock, trade related, heavy equipment, etc..
- Facilitate co-located (technology-based teacher focused) opportunities to share(coordinate) with other rural schools with online streaming content components
- Expand Field to Fork through an agriculture centre for innovation like opportunities, with transportation provided to from urban to rural school
- Farm Safety training is provided annually

Key Finding: Technology, Internet and E-learning

- Chromebook Pilot (grade 9) detrimental impacts to the termination of pilot
- Teacher/staff collaborations and promotion of creative and innovate use of technology in the delivery of classroom learning and delivery of curriculum

Key Actions

- Address and reduce barriers to innovate using technology in the classroom
- Explore minimum service level expectations for technology/devises
- Explore and implement asset management principles in relation to all board owned technology/devises

Key Finding: Land Use and Population Density

- Correlation of agriculture and related industry to the population density within the rural geography of TVDSB
- Provincial and municipal land use policy parameters limit dense population growth in rural/agriculture land areas
- Disconnect in policy (land use, agriculture and education) related to average school size as defined in funding formulas (GSN and Capital Grants)
- agriculture land is protected by policy design, regarding growth limits, further limiting the growth of communities, ability to offer services/infrastructure

Key Actions

- Foster increased awareness with the Ministry of Education, Finance, Agriculture, Infrastructure and Municipalities, regarding competing policy direction
- Foster awareness and acknowledge the protection of agriculture and related land use impacts as a guiding principle in policy
- Explore integrated local planning at the community level and to promote local planning conversations among school boards, municipalities and other relevant local partners to ensure ongoing communication and notification regarding student accommodations (school consolidations, closures, additions, holding zones or new builds)



Task Force Recommendations

TVDSB

Board Meeting

March 22, 2022

The TVDSB Task Force recommends:

THAT, the TVDSB establish a rural education strategy to implement RETF Key Actions aligned with the RNEF framework, with measurable outcomes, objectives and timelines as described in the RETF Report (March 2022).

THAT, The TVDSB establish a Rural Equity/Education Advisory Committee(REAC) .

That, the committee is representative of trustees, students (attending small rural high schools), principals and school staff, community partners(childcare, public health), municipal leaders, and others as identified.

That, the committee be engaged in a meaningful way on the implementation of a rural education strategy.

THAT, the Chair of the RETF, in collaboration with RETF members, the mover and seconder of this motion, share the RETF report findings and key actions with the Ministry of Education; Ministry of Finance; Ministry of Agriculture, Food and Rural Affairs; Ministry of Infrastructure; Ministry of Municipal Affairs and Housing; Ministry of Colleges and Universities; Ministry of Economic Development, Job Creation and Trade, the local Municipalities; all local MPP's, ROMA, Ontario Farmers Association and its local affiliates, and, OPSBA.

THAT, the Chair of the RETF, in collaboration with the REFT members, the mover and seconder of the motion and staff, send correspondence to the Minister of Education and education partners; to expand differentiated approaches for RENF identified schools that recognizes the value of the school to its community.

AND, to enhance the REFT funding allocation.

TVDSB Rural Education Strategy

RETF Vision for Rural Schools

1. Establish the value, equity and strengths of rural schools through adopting differentiated approaches

- Conduct a program review of specialized secondary programming, Special Education, and French Immersion in the RNEF school communities to create differentiated direction and framework for delivery of these programs in a rural context (for example; dual track FI).
- Review relevant policies and procedures (for example, student accommodation) to create differentiations required to effectively support RNEF schools. In the review, attention is given to differentiated timelines, additional consultation/engagement criteria, identification of rural-based stakeholders, differentiated procedures, expectations and frameworks for RNEF schools considered for; PARs, AARs and the application for holding zones/schools.
- Review all out of area exemptions in grade nine where electives are the same at the local school, acknowledging that students who begin their career at their local community school become attached and invested in that school.

2. Foster collaboration; promote, develop, facilitate and co-operate

Schools and Student Achievement and Well-Being

- Systematically support principals, teachers and staff to promote knowledge sharing, innovations, and collaboration amongst staff at rural schools in a manner that promotes leading practices and approaches
- Research, measure and report on the impacts of longer term stability to maintain consistent placements in schools, principal tenure for longer periods of time, and harnessing and valuing the knowledge of staff who have established long term understanding of each community

Counties and Municipalities

- Host County and/or Tri-County bi-annual meetings;
 - To establish working groups where a municipality's planning staff and local superintendents, staff and community meet and establish opportunities for collaboration
 - To identify and action initiatives, monitor progress and success - a permanent working group for each county – commitment to exceed minimum requirement in the Community Collaboration and Partnerships Guidelines
 - To establish county and municipal local school advisory committees formally and permanently established to implement and review opportunities for collaboration, monitor progress and respond to arising issues and opportunities and provide advice (respective county trustees would be appointed to county level local school advisory committees)

- To initiate immediately a proactive collaboration to develop a joint framework for the development of the economic impact study template (PARG), driven by municipal and regional economic development experts, to prepare in advance for the lifting and the moratorium and to guide and enhance our programming innovation at our schools
- To identify and implement a community collaboration (use of schools excess space) project to be piloted, actualized and implemented in one year or less.

Community

- Coordinate support for the small rural secondary schools communities to fully re-implement the one to one chrome book / device model, working (seek partnerships with local businesses community
- Establish minimum service level expectations in term of devices available in these schools

Staffing

- Develop and facilitate subcommittee with our labour partners to identify specific local changes, opportunities or differentiations that could improve the benefits for teachers and school staff

Community Use of Schools

- Identify and reduce the barriers to community use of schools (for example: explore the possibility/opportunity to planned assignment of custodial staff responsible for opening and closing schools in a region after hours) to reduce the minimum costs and increase the community use of a school after school hours

Internet and Connectivity

- Actively participate in collaborative (municipal) RFP opportunities to increase broadband access in RNEF school communities
 - mandate all parties, sites, and infrastructure available for co-location of fixed wireless, switch, fibre termination and other network infrastructure - lower barriers and create clear path and framework to site antennas, etc. Refrain from purchasing, seek out or procure bandwidth without transparency to such opportunities for collaboration by all parties and stakeholders (board, coterminous board, municipality(regional and/or local) explore collaborative procurement preference with local co-op and locally owned communications and municipal utilities.
 - Emulate and implement swift REP framework with multiple bottom lines and measures (local broadband ubiquity improvement overall, not just lowest price for bid across the entire board)
- Develop and establish an ag-tech specialized program at a small rural high school (not just agriculture), inclusive of a tech-agriculture focus in collaboration with local industry expertise, and in collaboration post secondary opportunities. Provide transportation from

urban and suburban students to the rural school, offer co-located opportunities to share with other rural schools, where appropriate, with online streaming content components.

- Establish multi-subject cross-curriculum with local practical opportunities and real experiences in the host community school and surrounding area, place-based learning.

3. Capital and Student Accommodations

- Establish a framework for parallel capital planning(AAR, school consolidations, closures, additions, holding zones or new builds) for RENF Schools, implement at minimum a 5 year school closure moratorium for RENF schools, resource RENF schools to innovate approaches adapting to local place and land-based learning opportunities.
- Report annually on the FCI conditions of all RNEF schools and report to communities and municipalities from an asset management perspective, the progress each year of the specific investments and renewals made in each RNEF school
- Set service delivery targets annually and communicate service level changes and impacts that result from maintenance of the capital assets
- Measure student enrolment projection(s) accuracy and performance of projections in the Annual Student Accommodation Plan and in Capital Funding business case submissions.
- Explore opportunities to collaborate and service adjacent boards students particularly at edge of board boundaries (for example: West Elgin, Glencoe and North Middlesex) see **Appendix XX**

4. Transportation

STS Differentiated Service Agreement

- Do NOT permit transportation to out of area schools though existing buses where Catholic board spaces on school transportation is available
- Explore discounted extracurricular bussing services for late(after regular school day) transportation
- Utilize and fund On Demand/flex transportation services to increase access to co-op and other specialized opportunities

Measure and quantify savings of eligible students in rural schools who do not use busses and reallocate that transportation funding to reduce ride times, and provide net saving amount for extracurricular and co-op transportation in rural schools

Review STS governance model with the goal of increasing public accountability, ensuring Trustee(one from the counties and one urban) and parent representation.

Thought Exchange Survey and Community Consultations

In response to the mandate to consult, the Task Force began this work with a Thought Exchange e-survey. Members of the Task Force analysed the e-survey results, emerging themes were identified as the basis of further consultation focused on four key themes: education funding; decision-making; school programming and the internet; and, the importance of rural community schools.

Summary of Responses What we learned from the TVDSB rural constituency, comprised of parents and students, teachers and school staff, community leaders and members, and municipal partners.

Funding

This theme centers on the funding model noting it does not support rural schools; there needs to be a different funding model for rural schools.

There is a disconnect between the importance of schools in rural communities and how they are funded.

Provincial Funding

- The provincial funding model, as understood by respondents in the survey and the in-person consultations was a persistent subject of discussion in each of the consultation themes and throughout the survey. Many respondents quoted the adage "one size does not fit all" recognizing the formula also is similarly "not working" for urban settings. Furthermore, it was noted that the addition of the Rural and Northern Education Funding (RNEF, 2017) contained within the funding model recognizes the diverse rural needs and does help to address gaps in funding for rural school.
- At the in-person consultations, the need to determine the value of a school to a community was mentioned, this should be accounted for in the funding formula as a policy direction
 - Participants suggested consultation with municipal leaders and the community (parents) would assist in defining the value of a rural school to its community.
- Many expressed a call-to-action for a review of the provincial funding formula, noting that education funding is collected through municipal taxes as a flow-through to the province, while the formula has been enhanced since inception in 1998, many questioned if the intent of centralized provincial funding as initiated in 1998, remained relative to current assumptions, expenditures and impact.

Note: in response to questions asked during the in-person consultations, RETF members present shared information about RNEF including the definition of a rural school as described (half of the students enrolled are from rural communities) in the RNEF and the annual funding allocation received by TVDSB.

Expand Rural and Northern Education Funding (RNEF)

Participants at in-person consultations widely supported the RNEF funding allocation and policy direction. In response, the RNEF was viewed as a "game changer" honouring the rural voice in recognition of the rural geography and complexities of rural life. Additionally, many agreed the RNEF offered a model for increased and robust differentiated approaches.

Child Care, Before and After School Programming

- Survey respondents and participants at in-person consultations noted the lack of licenced child-care and before and after school program availability. Many attending in-person consultations recognized the challenges of attracting and retaining child-care staff to rural communities. Some felt factors of school – home transportation and those who work out-side of the school community further complicated the need for licenced child-care and before and after school programs. Alternatively, discussions noted that funding for rural Family Centres and child care spaces could positively impact the gaps in services for rural families, in addition it was felt these resources would play a significant role in retaining and attracting families to rural communities, thus impacting rural school enrollment.
 - Explore funding and collaborative approaches to increase licenced child care and before/after school care

Staffing

- There was widespread recognition that staffing allocations in small schools impacts teachers course load, capacity of teacher specialists and teacher/school staff burnout. It was noted innovative approaches and the commitment of teachers/staff overcomes the shortfalls of the staffing limitations. Additionally, there was evident appreciation for the dedication of school staff and teachers in rural schools, commitment and loyalty to the community and the dedication to the student experience in the classroom and through extra-curricular activities.
- A common theme among participants at the in-person consultations noted how increasing funding, and flexibility of staffing allocation could improve what schools(principals, teachers and staff) are already doing – rather than what school (staffing) can't do. Additionally, it was noted the role of funding in reducing the reliance on e-learning as a gap-measure to course offerings (secondary).
- Further discussions focused on how differentiated approaches in collective agreements could be a benefit for staff (teachers, school staff and custodians) in small and rural schools enhancing the student experience.

Transportation

- Throughout the survey and in-person consultations, the theme of transportation (school–home bussing) was expressed.

Length of Bus Ride; many expressed concerns related to the length of bus ride, while recognizing the necessity of transportation to school as this relates to the rural geography, however; many expressed the necessity of home to school transportation limited after-school extra-curricular opportunities. Additionally for most students attending rural schools, there is a reliance on parent transportation for those participating in after-school extra-curricular opportunities. Alternatively, it was noted that a benefit of rural communities is the resiliency and neighbourly supportive approaches that ensures those who wish can participate.

Transportation funding and policy lacks flexibility to differentiate rural factors, one example provided;

- distance and subsequent cost of bussing for students field trips and other education related opportunities

School Boundaries and Out-of-Area Transportation

- Survey respondents and participants at in-person consultations supported the enforcement of school boundaries, suggesting increased populations per-student funding to local schools would be the result. Furthermore, discussion related to de-incentivising out-of-area student admissions was overwhelmingly supported. Additionally, there was widespread support for the per-student funding to remain at the home school where in the circumstance, a student was granted out-of-area exemption, and the per-student funding would remain at the home school.
- Additionally, many supported the ending the practice of providing transportation to out-of-area schools, except in exceptional circumstances, considered on a case-by-case bases. As an example, a parent passionately pleaded for her child to attend the local school, supports to be provided at the home school where the community supports and life-long success could be realized.

Other Funding and Related – TBA

Land Use - TBA

Decision Making

The theme centers on the importance of considering rural needs in decision making. The need for differentiated approaches to board policy is identified as part of this theme.

Rural Considerations: Policy and Practice

- Respondents in the survey and the in-person consultations overwhelmingly noted comparisons of urban and rural, despite this discourse participants passionately encouraged recognition, celebration and acknowledgment of the urban and rural differences as strength and asset to TVDSB, the value of all geographies and communities within the boundaries of the District. Many noted this reality should be expressed (realized) through a rural equity lens in policy and practice.
- Responses clearly identified that differentiated approaches furthered rural equity, several key areas were identified:
 - Facility renewal and capital, portables
 - Transportation
 - Student accommodations: Holding schools and zones, school attendance area and enforcement of boundaries
 - school size and staffing, grade configurations (jk-12, 7-12, based on community), dual track FI, approaches to the delivery of High Skills Majors and e-learning
- Another area of discussion focused on public perceptions and uncertainty about decision making processes. It was noted in discussion the lack of local representation respective of the configuration (make-up, distribution) of the Board of Trustees, wherein decision makers are elected outside the community where impacts of decisions are localized. Additional discussion proposed the school board become community based such as a tri-county Board, further support to breakdown silos and perceptions of city-centric approaches.

“there are many options... this can be discussed forever, what is needed in a plan and direction – action and implementation”

Collaboration and Municipal Partnerships

With respect to policy (directed/defined in policy) many participants expressed increased alignment and coordination with municipal leaders as potential ways to improve rural equity. Stronger partnerships with municipal planning and economic growth would better serve policy development and implementation. Participants suggested this would alternatively serve as a way to build and enhance board-municipal relationships.

“rural decisions take rural decision makers”

School Closures (Consolidations)

- Respondents in the survey and the in-person consultations voiced a significant concern regarding school closures, many expressed opposition to school closures and attendees expressed support of an expectation for an explicit role of municipalities in school closure decision making.
- While it was noted the current moratorium remains in place, uncertainty of rural school closures remains paramount to the rural narrative. Respondents in the survey and the in-person consultations shared how the community dialogue of potential school closures negatively impacts the community and parent narrative. Alternatively, it was noted the moratorium creates a false sense of complacency, many expressed a concern that once the moratorium is lifted, rural school closures will be "a target" of student accommodation review and potential subsequent school closure(s).
- There was acknowledgement that student accommodation is a complex and multifactor issue perhaps a school can be too small, and thus should close; by contrast many participants noted the school in a community should reflect the community, optional school size (as defined in policy and funding) should be based on the community the school serves.
- Participants at the in-person consultations shared with passion and tears the trauma of the closing of the local school. It was noted this trauma is generational with devastating impacts to families and to the community. Additionally, aspects of lingering bitterness and a sense of distrust was expressed.
- Furthermore, questions were raised as to the necessity of school closures, the accountability of the process and the rationale. In particular where a rural school was closed, a new facility built the use of portables to accommodate students at the new school. Accountability regarding the rationale of declining enrolment, facility condition and if increased student programming, increased extracurricular activities and student achievement along with other factors regarding school consolidation was manufactured.
- Alternatively, the population and housing growth experienced in many rural communities was expressed, thus the importance of board-municipal collaborations, that meaningful communications, sharing of information and on-going consultations is essential.

Transportation

School Boundaries, Out-of-Area Schools; many participants who attended the consultations held in locations where the student population was served by small rural secondary schools, noted a common theme of bussing community students out of the community, this practice was strongly opposed. Many questioned the validity of this practice attributing the decline in student population at the local school, many commented on the negative impacts to programming and as a result reduced staffing, thus impacting the overall viability of the local school. While it was noted the RNEF supports additional staffing lines at small rural secondary schools, it was felt through the enforcement of boundaries and, to cease the practice of providing transportation to out-of-area schools, would increase per-student funding to the local school.

Programming

This theme centers on the importance of equitable access to a wide variety of programs, the value of leveraging industry to support programming (i.e., co-ops), and the delivery of programming that attracts students from both rural and urban centres.

The importance of technology (internet) and transportation to serve equitable access to programs is part of this theme.

Programming – Local School

- The most prevalent comments concerning programming was in regard to local school programming reflecting the community itself, leveraging local resources with a focus on supporting local. The importance for students to see themselves and their community reflected in their learning, many examples were cited
 - Local conservation area
 - Local farming/agriculture and related industry
 - Local historians
- A consistent narrative regarding promoting the positives of the local school, to rethink how small schools are marketed by highlighting the benefits of localized learning
- Additionally, the challenges of delivery programming in small schools was also included in the discussions
 - Asset management regarding the technology for grade 9 students chrome book pilot project, participants' shared the termination of this program was detrimental to students, exasperated by the lack of access and affordability of internet. (families who didn't have technology as there was no internet available)
- The limitations created through ministry policies (red tape) create barriers for innovation and creative methods for programming
 - Create/customize programs to rural communities and student populations (small rural schools) and to better leverage local resources and opportunities

School Boundaries and Transportation

Many participants in the survey and in-person consultations expressed dissatisfaction with the practice of bussing students (secondary) out of the community, many expressed that school boundaries should be observed, enforced and that policies are up-held. This subject emerged in discussions associated with decision making (Consultation Theme 3) and funding (Consultation Theme 4).

Participants also noted that outside of large urban centres, no public transportations exists. Furthermore without public transportation opportunities are limited and by contrast providing transportation is necessary and funding is required, this should be considered as an aspect in the delivery of programming in rural schools. It was suggested that models of On-Demand transportation should be explore as a viable solution.

Internet and E-learning

Context: The survey was conducted (May 2020) during the COVID-19 pandemic, schools were closed and students were engaged in remote/distance learning.

The most frequent comments gathered through the survey were related to the internet, specifically the lack of availability and affordability to small community and rural families, and

broadband connectivity. However since the survey was conducted there have been provincial investments made as a result increasing the availability of internet to some rural communities. Regardless, at the in-person consultations many expressed that availability and affordability was still a present challenge for many living in a rural setting (farm) and similarly for many living in small rural communities. One participant noted, that while she can see the tower, she lacks home accessibility.

Music and Arts

Many acknowledged the limited number of staff at a school with small student populations and, it was expressed to be accepted as factor of rural living. However some participants noted the lack of teachers qualified in music and arts, this was attributed to impacts (unintended) of policies (board and provincial) that reduce music and arts opportunities in small (often rural) schools.

Special Education

As noted in the discussions comments related to special education emerged in each of the themes during the in –person consultations, by contrast this theme did not emerge through the survey. In response to the consultations question “what is most important in programming for rural schools?” participants shared consistently throughout the in-person consultations the critical importance of providing special education programming, and their displeasure of the practice of bussing students with special education needs (school to work) outside of their community. Concerns were raised to the degree of which secondary students with special education needs are bussed out of their community, the degree and impact of the loss of local connections and friendships, and the degree of which diminished after school opportunities, work placements, connection to community ect.

Furthermore participants noted the importance for students with special education needs to have local access to;

- Transportation to co-op placements and after-school work and community activities
- supports and services (speech, language, IEP, learning exceptionalities)

Rural Focused Schools

Respondents in the survey and the in-person consultations consistently expressed how rural schools offer the unique opportunity to provide alternative learning opportunities. There was recognition the flexibility was necessary and the challenges and barriers associated with a place-based learning approach;

- reducing red-tape and Ministry requirements through education policy.
- teacher generalists and specialist and class size requirements (funding and collective agreements)
- Emphasis on skilled trades and career pathways that support the agriculture industry
 - flexible learning opportunities for students with home-farm responsibilities
 - Animal husbandry (Note: Animal husbandry is the branch of agriculture concerned with animals that are raised for meat, fibre, milk, or other products. It includes day-to-day care, selective breeding and the raising of livestock)
 - Land-based learning

- Market skilled trades – securing apprenticeships to journeyperson - careers in trades and related skills
 - Develop partnerships/mentorships with local colleges, trade schools and local skilled tradespersons
 - Market skilled trades as a viable and necessary post-secondary pathway

It was noted that while focused secondary schools would be favourable, that rural schools serve a diverse student population, therefore a balance that ensures all student pathways inclusive of work, apprenticeship, and post-secondary (college, university).

Even though discussion centred on the challenges faced at rural schools and where respondents felt improvements could be made, the pride in the accomplishments of the local school was apparent, the eagerness and commitment of a community vision for localized approaches.

“A local rural school enables students to have a wide variety of education experiences, this allow them to discover their own unique strengths and talents and where they many contribute”

Specialized Rural Considerations

Respondents in the survey and the in-person consultations consistently expressed the importance of the rural voice “ **we need the Board(b) to be present in rural schools, not just visit every 2 years or, do 20 minute drop ins, WE need to SEE you and we need to know you”**

- Additional supports and resources for staff (principals, staff, supply staff) to rural schools to assist with preparing for a small school experience
 - Purposefully hiring supply and LTO staff that commit to rural schools
 - Create opportunities that attract and retain staff to small rural schools

E-learning

- Internet affordability, accessibility and availability remained a constant theme through the survey and the in-person consultations, while it was recognized improvements are currently underway, not in every rural community and for those residing outside of a community they still experience lack of access and broadband. Some reported to overcome these barriers they “went into town” to the Tim Hortons or the library, this was viewed as un-sustainable and, awareness of internet challenges in rural communities is pivotal. Further to this, in-person participants noted that while it is assumed that cellular data would address the lack of internet access, this too is not always accessible(available) in lieu of internet .
- Respondents in the survey and the in-person consultations recognized E-learning approaches to learning at rural secondary schools as a delivery of education prior to the COVID-19 pandemic, it was suggested that students at rural secondary schools are leaders in e-learning

Community/Sense of Relationship

This theme centers on the value of community/rural schools noting the importance they serve in a small community. Schools are part of creating a greater sense of community/belonging.

Community Hub; school is central to the community relationships, in particular in single school communities

- Respondents in the survey and in-person consultations spoke of the critical nature of the local school as the cornerstone of the surrounding community, providing further details regarding the role of a community school, the sense of pride, connections, and relationships outside the school day. Many shared stories regarding the schools' involvement in activities that support the community and showcased the local schools
 - Food drives
 - Seasonal parades
 - Community Fairs
- Many parents, students, community members, municipal leaders and school staff shared they grew- up in a rural setting, and have made the choice to remain or return to a rural setting. Likewise, respondents who have settled into a rural setting from an urban centre noted they felt more connected, and share how the local schools facilities connections to the community. Furthermore, it was noted by newcomers to rural communities the school was the place where they connected with the community, events, traditions, service clubs and that the schools builds the community for the next generation.
- It was noted the local school contributes to a sense of safety and community well-being.

Rural Way of Life, Adopting and Adapting

- Overwhelmingly the narrative regarding the rural way of life was central in the survey responses and at every in-person consultations, sharing the advantages of the rural experiences, where the school staff know the student "story" and provide a personal approach, where families and extended families supported each other
 - Agriculture and related industry defines the way of life, the activities during the seasons of agriculture and related industry often dictates the rural lifestyle and impacts to students for example: working during harvest or daily commitments to livestock
- There was recognition that many rural communities are evolving and become more diverse, it was noted that schools and the school board have expertise that could lend assistance and support to communities in managing biases.

Proximity to School, Home and Community

- Participants spoke about the importance of students educated in the community in which they live, how the local school supports the rural way of live, many articulated living in a rural community is a choice recognising the lifestyle challenges in relation to urban centres, however the choice is the lifestyle. The importance of the school is central to this choice and lifestyle, some noted that while agriculture and related industry is primary to the community, that many also work out-side the community

where they live. Three identifiers related to the local school were noted at every in-person consultations;

- Supporting the school fundraising and volunteering
- School as the local setting to access resources and services i.e. mental health
- Length of bus ride to local school

Family and Belonging

- A consistent narrative regarding the role of the school and social interactions, in particular the advantage of small school populations were all those wishing to belong to a sports team or club generally had the opportunity to belong and be involved.
- Many agreed that neighbours knew neighbours, one quote resonated “**Knowing everyone in the area and being related to half of the them**” participants noted, in their opinion, this creates a rural experience very different to urban experiences.
- It was noted the important role of family and extended family (neighbours) in supporting after school activities and socialization, in terms of transportation and child- minding.

Small School, Relationships (students, staff, families, community members)

- Respondents in the survey and in-person consultations stated how the local school understood and embraced the rural lifestyle, in particular understood the impacts of the proximity to urban supports and resources
- Many expressed how the connections made at and in the school related back to the community and how the local school engaged students in the community through volunteer hours and co-op placements
- However as this relates to students with special education needs, all agreed the critical importance the community holds, often a school to work placement in the community is life-long
 - It was noted the gaps in resources and supports for students with special education needs in rural communities, students are bussed out-side of the community they live
 - A consistent concern was expressed, related to this practice, as local opportunities for students with special education needs, is felt necessary for life-long success along with the significance of local social interactions

Appendixes – To be Added to the Final Report

1. Thought Exchange Report
2. RETF Community Consultations – Discussion Paper
3. RETF Presentation; Superintendent Sydor and Vogt
4. B Memos
 - a. 2017: B09 Plan to Strengthen Rural and Northern Education
https://efis.fma.csc.gov.on.ca/faab/Memos/B2017/B09_EN.pdf
 - b. 2018 B:10 Final Pupil Accommodation Review Guidelines and Updates on Integrated Planning and Supports for Urban Education
https://efis.fma.csc.gov.on.ca/faab/Memos/B2018/B10_EN.PDF
5. Final Pupil Accommodation Review Guidelines
https://efis.fma.csc.gov.on.ca/faab/Memos/B2018/B10_attach_EN.pdf
6. TVDSB Chair of the Board Letter to Minister of Education – RETF Motions, Board approved November 2020.