



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

- A G E N D A -

Monday May 9, 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 April 25, 2022
- (b) Minutes of the War Memorial Committee meeting of November 30, 2021
- (c) Minutes of the McIntosh Drain No. 2 2022 Court of Revision of April 25, 2022

5. DELEGATION

6. DRAINAGE

- (a) Woodland Way Developments Inc. - Legal Outlets for Talbot Meadows Drain

7. PLANNING

- (a) **Application for Consent** – E27-22, J. and K. Lethbridge C/O H. Button, 36434 McDiarmid Line
- (b) **Applications for Consent** – E44-21, E45-21, E46.-21 and E47-21, Allen C/O A. Caranci, 10247 Talbotville Gore Road -Conditions of Modifications

8. REPORTS

- (a) FIR 2022-05 Activity Report – April
- (b) FIR 2022-06 Fire Dispatch Agreement
- (c) FIR 2022-07 2021 Incident Report
- (d) ENG 2022-19 Activity Report – April
- (e) ENG 2022-20 Locate Policy Update
- (f) ENG 2022-21 Indigenous Participation Agreements

- (g) FIN 2022-14 Fire Services Addendum
- (h) CBO 2022-07 Activity Report – April
- (i) CAO 2022-23 Activity Report – April
- (j) CAO 2022-24 Municipal Memorial Bench Policy

9. CORRESPONDENCE

- (a) Notice for Training Session from Bert Duclos RE: Cultural Heritage Conservation – Fundamentals for Municipal Heritage Committees

10. BY-LAWS

- (a) By-law No. 2022-35, being a by-law to authorize a lease agreement with H. Collard for lands on Registered Plan 11R-10140.
- (b) By-law No. 2022-36, being a establish a levy for the year 2022, to adopt tax rates for 2022 and to provide for penalty and interest in default of payment and the collection thereof.
- (c) By-law No. 2022-37, being a by-law to amend a by-law to establish a locate services policy
- (d) By-law No. 2022-38, authorize an agreement with The Corporation of the Town of Tillsonburg for Fire Dispatch Services.
- (e) By-law No. 2022-39, Archeological Monitoring Services Agreement with the Aamjiwnaang First Nation and Tri-Tribal Monitoring Services for archeological monitoring services for a New Tertiary Membrane Wastewater Treatment Plant.
- (f) By-law No. 2022-40, Archaeology Field Liaison Agreement with the Chippewas of the Thames First Nation for New Tertiary Membrane Wastewater Treatment Plant.
- (g) By-law No. 2022-41, Archeological Monitoring Services Agreement with the Calwell First for archeological monitoring services for a New Tertiary Membrane Wastewater Treatment Plant.
- (h) By-law No. 2022-42, being a By -Law to approve an addendum to the Fire Chief Shared Services Agreement with the Corporation of the Municipality of West Elgin to include the services of a Shared Fire Services Coordinator Position
- (i) By-law No. 2022-43 being a By-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on May 9, 2022.

11. OTHER BUSINESS *(For Information Only)*

- (a) Multi-Municipal Wind Turbine Working Group RE: Resolution Wind Turbine Setbacks
- (b) Resolution from West Lincoln RE: Funeral, Burial and Cremations Services Act, 2022 and Ontario Regulation 30/11
- (c) Resolution City of Waterloo RE: Ontario Must Build It Right the First Time
- (d) Municipal County – Official Plan Amendment

12. CLOSED SESSION

- (a) Personal Matters about an identifiable individual, including municipal or local board members (section 239(2))(b) – Director of Corporate Services /Treasurer Recruitment
- (b) 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)) – Talbotville Development

13. ADJOURNMENT: NEXT REGULAR MEETING OF COUNCIL
Tuesday May 24, 2022 @ 7:00 P.M.
Council Chambers, Fingal/Via Video Link

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

MINUTES



Regular Council Meeting

Monday April 25, 2022

5:30 p.m. Council Chambers, Fingal/Via Video Link

PRESENT: Mayor: G. Jones
Deputy Mayor: R. Monteith
Councillors: P. North
J. Pennings

ALSO PRESENT: Lisa Higgs, CAO/Clerk
Peter Kavcic, Dir. of Infrastructure & Development Serv.
(5:30 p.m.-6:18 p.m.)
Jeff McArthur, Director of Fire Services/Fire Chief (5:30 p.m. – 6:53 p.m.)
Brent Clutterbuck, Drainage Superintendent (6:15 p.m. – 6:31 p.m.)
Heather James, Planner (5:30 p.m.- 5:42 p.m.)
June McLarty, Corporate Services Clerk (5:30 p.m.- 6:31 p.m.)

ABSENT: Councillor S. Emons

Mayor Jones called the meeting to order at 5:30 p.m.

ADDENDUM TO THE AGENDA:

DISCLOSURES:

There were no disclosures

ADOPTION OF MINUTES:

2022-111

Councillor North – Deputy Mayor Monteith

Minutes

THAT the Minutes of the Regular Council Meeting of April 13, 2022 are hereby adopted; and

THAT Council has reviewed the Minutes of the Talbotville Station Technical Advisory Committee meeting of August 14, 2019 and the Minutes of the Communities in Bloom Committee meeting of February 24, 2022.

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

PLANNING:

COMMITTEE OF ADJUSTMENT

Minor Variance MV 2022-03

In attendance: Fil Abrantes

2022-112

Deputy Mayor Monteith – Councillor Pennings

MV 2022-03

THAT the regular Council meeting adjourn to sit as a Committee of Adjustment to hear minor variance application MV 2022-03, filed by Pine Tree Homes Inc. C/O Fil Abrantes at **5:32 p.m.**

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

CARRIED

**2022-113 Councillor Pennings – Deputy Mayor Monteith Adjournment of
C of A**

THAT the meeting of the Committee of Adjustment to hear application MV 2022-03, filed by Pine Tree Homes Inc. C/O Fil Abrantes at **5:42p.m.** and the regular meeting of council reconvene.

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

CARRIED

REPORTS:

**2022-114 Councillor North – Deputy Mayor Monteith Alternate Locate
Agreement**

THAT Council approve the execution of the alternate locate agreement with AECON Group Inc. as shown in Schedule 'A' and in the attached by-law.

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

J. Pennings √ —

CARRIED

**2022- 115 Deputy Mayor Monteith – Councillor Pennings Talbotville WWTP –
Storage of Chemicals**

THAT Council defer the decision on the storage of chemicals at the Talbotville Wastewater Treatment Plant until more information can be obtained.

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

2022- 116 Councillor Pennings – Councillor North TSTAC Update

THAT Council receives this report as information;

AND THAT Council provides direction to staff to begin the drafting of an RFP for the construction of a new Fire Hall, for when the lands do become available.

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

STAFF DIRECTION

Staff was directed by Council to research different options for the construction of the new Fire Hall.

DRAINAGE:

COURT OF REVISION – McIntosh Drain No. 2 2022

In attendance: Rene Woolley

2022-117 Councillor North – Councillor Pennings

**Members – Court of
Revision McIntosh Drain
No. 2 2022**

THAT Council of the Township of Southwold appoints Grant Jones as Chair, Robert Monteith and Peter North as members of the Court of Revision for the McIntosh Drain No. 2 2022.

AND THAT Council adjourn and form Court of Revision for the McIntosh Drain No. 2 2022 at **6:15 p.m.**

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

CARRIED

2022-118 Councillor North – Deputy Mayor Monteith

**Adjournment Court
of Revision – McIntosh Drain
No. 2 2022**

THAT the Court of Revision for the McIntosh Drain No. 2 2022 adjourns at **6:18 p.m.;**

AND THAT the regular meeting of Council reconvenes.

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

CARRIED

REPORTS:

2022- 119

Councillor North – Deputy Mayor Monteith

**Procedural By-law
Update for Virtual
Meetings**

THAT Report CAO-2022-21 re Procedural By-law Updates for Virtual Meetings be received for information;

AND THAT Council give consideration to By-Law No. 2022-32 included on the April 25, 2022 Agenda.

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

CARRIED

THAT Report CAO-2022-22 be received as information;

AND THAT Council adopt the 2022 Election Procedures which use the alternative voting method of Vote By Mail and Tabulators that use optimal scanning technology.

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

CARRIED

CORRESPONDENCE:

- Waiver of Fee Request – OPP Uniform Recruitment Information Session

**2022-121 Deputy Mayor Monteith – Councillor Pennings Waiver of Fee Request
– OPP Uniform Recruitment
Information Session**

THAT Council of the Township of Southwold approves the OPP fee waiver request for the use of the Keystone Complex on Sunday May 29, 2022; and,

THAT this request totals to the amount of \$330.00.

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

R. Monteith	<u>√</u>	—
P. North	<u>√</u>	—
J. Pennings	<u>√</u>	—

CARRIED

BY-LAWS:

- By-law No. 2022-31, being a by-law to enter into an agreement with the owner of 10234 Iona Road
- By-law No. 2022-32, being a by-law to govern proceedings and to amend 2018-23 and repeal By-law No. 2020-20
- By-law No. 2022-33, being a by-law to authorize an alternate locate agreement
- By-law No. 2022-34, being a By-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on April 25, 2022

2022-122

Councillor Pennings- Councillor North

By-laws

THAT By-laws Nos. 2022-31, 2022-32, 2022-33, and 2022-34 be read a first and second time.

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

CARRIED

2022-123

Councillor North – Deputy Mayor Monteith

By-laws

THAT By-laws Nos. 2022-31, 2022-32, 2022-33, and 2022-34 be read a third time and finally passed.

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

CARRIED

OTHER BUSINESS:

- Ministry of Agriculture, Food and Rural Affairs – Avian Influenza
- Southwest Public Health Recommendations for Workplaces
- Ministry of Solicitor General (Office of the Fire Marshall) – O. Reg 343/22: Firefighter Certification

2022-124

Deputy Mayor Monteith – Councillor North

**Other Business
Items**

THAT Council receives and files the items listed under Other Business

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

CARRIED

CLOSED SESSION:

2022-125

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 **6:31 p.m.** in accordance with

Section 239 (2) of the Municipal Act, S.O. 2001, c. 25 for discussion of the following matters;

- A proposed or pending acquisition or disposition of land by the municipality or local board (section 239(2))(c) – Talbotville Fire Station

<u>Recorded Vote</u>	<u>Yeas</u>	<u>Nays</u>
S. Emons	—	—
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 item that was discussed in the Closed Session.

ADJOURNMENT:

2022-126

Deputy Mayor Monteith – Councillor North

Adjournment

THAT Council for the Township of Southwold adjourns this Regular meeting of Council at **6:53 p.m.**

Mayor
Grant Jones

CAO/Clerk
Lisa Higgs



Southwold War Memorial Committee

November 30, 2021
Township Office, Fingal & Virtually
1:30 PM

Attending: Len Lynch, Rev Diane Macpherson, Rev John Brown

Virtually: Gayle Bogart, Mary Clutterbuck, Perry Clutterbuck, Sandy Annett

Staff Resource: Michele Lant

Regrets: Sarah Emons, Bill Aarts

Business Arising from Minutes

The meeting scheduled for Tuesday, September 14, 2021, was not held as Committee members were able to communicate any concerns through email/phone calls.

Attached are notes from Len Lynch with his observations from the 2021 service.

Plans for November 6, 2022

Pat Temple is assisting with history research and is currently in search for a Silver Cross family. Once the family has been found, more plans can be made.

The committee needs to consider the options available for hosting the service to determine how it will be presented. Len would like to sit with Grayden Laing from Established Media and Councillor Emons to discuss the presentation of the service.

Pat Temple and Diane will meet in early 2022 to discuss a possible Silver Cross family.

Diane will talk to Ms. Szturm at Southwold Public School about having the choir attend the service to sing O Canada.

The Buchan Silver Cross video and presentation was on video for 2021. It was suggested that going forward, the Silver Cross video be shown as part of the inside service. The Silver Cross Family wreath will continue to be presented at the Memorial site.

The committee agreed that the virtual service continue as this is important for seniors to be able to watch the service. Advising local nursing/retirement homes should continue of the availability of the virtual link. This is also an option for families that are unable to attend in person. The service at the Memorial site should be the focus of the virtual presentation if the whole event cannot be done.

Other Business

Jeannie McNaughton would like to post the Silver Cross video with the museum in Groesbeek.

Grayden Laing and Established Media would like the opportunity to participate again in 2022.

Mary Clutterbuck thanked the committee for the tribute to Hugh Orchard.

Rev. John Brown said he was struck by the words that Len wrote in tribute to the members that passed. He reiterated the importance of including the tributes each year.

Next Meeting

The next meeting will be Tuesday, November 30, 2021, at 1:30 p.m. at the Township Office or virtually depending on restrictions in place at the time.

Adjournment

The meeting was adjourned at 2:10 p.m.

Live Program Execution:

Events at the Memorial Site went smoothly. Everyone was on time which allowed me to go over details with participants in advance. Note that in live television, we have a “Hurry up and wait” mentality. I always anticipate last minute changes, substitutions and technical problems so asking participants to arrive 45 minutes prior to a live event gives us time to deal with issues. Everyone visits and exchange greetings so that fills any problem of boredom.

I thought the timing of events worked well. There is always an “agonizing delay” for me when the planes go over because they are only over the Memorial Site for a few seconds. We filled some of that void on the internet by cutting in visuals that Bill Cron video recorded last year when he rode in one of the Harvard’s. Hopefully no one but Pat Temple and I noticed four shadows of the planes on the ground but only three in the air!

Will Alden did a seamless job of filling in for Ron Jewell as Parade Marshall. Bill McMaster had some difficulty walking so he did not move around as much as other years. Allan Weatherall gave his usual proficient performance on the bugle.

Bill, Diane and John were excellent, as usual!

And... the flag attendants, Michele, Sandy and Sarah were awesome! Perfect pace and timing! Not one flag touched the ground!

Ross Burgar filled in admirably for Mary and took some outstanding pictures. Ross also asked Karen and Harvey Graff to re-purpose the lovely floral wreath purchased by the History Committee for the Lawrence Plane Crash remembrance. The wreath was placed at the Lysander tribute to the 19 air personal who perished at No. 4 B & G.

Keith Orchard and Tom Spicer were a great help in setting up and striking the wreaths and flags. Tom follows in his father’s footsteps by bringing his clippers to touch up any trees or shrubs that need a trim.

My new friend Tony Paul helped me shoot and edit the O Canada video. We spent a beautiful fall day (October 1) in Southwold shooting video and photos. We were fortunate to find several key residents (Don Macpherson, Joanne Cummings-Stinson, John Cummings, Emily and Paula at the Library, Jeff Wilcox, Karen and Harvey Graff working around the Township. It was a bonus to get Jeff Carswell, Caitlin Wight and Michele Lant at the Southwold office. The “money shot” was catching Perry Clutterbuck on his combine in Boxall.

Virtual Presentation:

Establish Media (Grayden Laing and Marty Lewis) are a great team to work with on this project. We added a PA speaker at the Memorial Site so that participants and onlookers could hear Ted Barris' presentation, the Silver Cross tribute to J.K. Buchan and O Canada. Marty worked with me on the editing of the Buchan tribute. Grayden pulled all elements together and cleaned up some of the technical problems.

There were some audio issues during the "Live" feed. The audio levels during the Piper segments were too low, as was the sound on O Canada. At my request, Grayden worked his magic and re-posted the cleaner version early the following week.

There are many challenges to producing a "live" virtual program. Unlike TV studio productions, the team did not use intercom communications. Marty and Grayden relied on instincts to coordinate camera changes and sometimes we see "swish pans" during transitions. However, I thought their work was excellent under the conditions of strong sunlight and multitasking.

I checked this morning and it looks like we had just under 1200 views, to date. In my opinion, we were justified in doing the virtual service in 2021. I think our audience was well served. We even had Ron and Mary Ann Jewell watching in Korea!

Miscellaneous Comments:

- The Marr and Spicer families were very pleased with our tributes to Melba and Bud Marr and Rosa Spicer.
- For those of you not in attendance, Will Alden and the Colour Guard from the Legion 41 in St. Thomas presented me with an authentic RCAF flag that flew in 1940. The flag was part of the display in the Legion for years. They are parting with some of the wall displays and asked if we would like to have this artifact. I accepted on our behalf and said we would treasure and preserve the flag. The flag needs some repair and a cleaning so I'll ask Mike Baker his advice on where to get this work done and get back to this group with a report.
- Pat Temple has offered to seek out a suitable Silver Cross Family for 2022. I think she is working with Diane Macpherson and possibly Karen Collard. The biggest issue Pat has is finding a family with contacts still in the area. I told her that honoring the person who was killed is the priority. If we cannot find a family member, we'll ask our Mayor or other distinguished member of the community to present the wreath.
- Jeannie McNaughton would like to put the Silver Cross video of J.K. Buchan on the Faces to Graves virtual site in Groesbeek Netherlands, where Buchan is buried. Is everyone OK with that?
- If we want to do a virtual service next year, Establish Media is eager to stay involved. However, doing the inside and the outside portions will present some additional challenges (more cameras, extra operators, duplicate facilities) and no doubt extra costs. We may have to "fill" for 10 minutes while everyone transitions from the Keystone Complex to the Memorial Site.
- I like the concept of providing our service to people in nursing homes, local people unable to attend, and family in other regions of the country or overseas. We have been extremely fortunate that for two years the weather has been perfect. If we had gone a day later in 2020 or a week later in 2021, weather conditions would have been less than ideal. Ted Barris has been impacted by not having a live audience. His own performance is inhibited by pre-recording. He also suffers financially by not having consumers eager to purchase his books after the event! I think we need to decide what our best direction should be, moving forward.
- I'd suggest that Sarah, Grayden Laing and I meet to discuss in the new year. Sarah and I can bring back options and hopefully costs to our next meeting so we can discuss and come up with a plan. In the interim, each member of the committee can ponder this issue and solidify their own views on this issue.



Meeting of the Court of Revision
McIntosh Drain No. 2 2022
Monday April 25, 2022

Held at the Council Chambers, 35663 Fingal Line Fingal, Ontario/Via Video Link

Chairperson Jones stated that this is the Court of Revision as required by the Drainage Act to afford any person assessed in the McIntosh Drain No. 2 2022 provisionally adopted by by-law 2022-24 on March 28 2022.

MEMBERS PRESENT: **Grant Jones, Chairman**
 Robert Monteith
 Peter North
 Justin Pennings
 Lisa Higgs, Secretary-Treasurer

C of R 2022-01 MOVED BY: Member North
 SECONDED BY: Member Pennings

RESOLVED THAT Grant Jones as Chair, Robert Monteith and Peter North be appointed as members of the Court of Revision for the McIntosh Drain No. 2 2022.

AND THAT the Court of Revision for the McIntosh Drain No. 2 2022 opens at **6:15 p.m.**

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

CARRIED

Chairperson Jones asked if everyone notified in an appropriate way that are required to be notified under the Drainage Act.

The Clerk responded yes, on March 30, 2022 all parties required to be notified under Section 46 of the Drainage Act were sent by regular mail or email a copy of the Provisional Bylaw with a Notice of the Sitting of this Court of Revision. This notice also informed all landowners of the Drainage Act requirement to notify the Clerk in writing, of an appeal to the Court of Revision 10 days before the first sitting of the Court of Revision.

Chairman Jones asked the Clerk if any appeals were received in writing 10 days prior to this sitting of the Court of Revision from any assessed landowners. The Clerk responded no.

C of R 2022-02 MOVED BY: Member Monteith
 SECONDED BY: Member North

RESOLVED THAT the Court of Revision adopts the assessment schedule contained in the report dated February 25, 2022 for the McIntosh Drain No. 2 2022.

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

CARRIED

C of R 2022-03 MOVED BY: Member North
 SECONDED BY: Member Monteith

RESOLVED THAT the Court of Revision for the McIntosh Drain No. 2 2022 adjourns at **6:18 p.m.;**

AND the regular meeting of Council reconvenes.

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

CARRIED

Chairperson

Secretary-Treasurer

Woodland Way Developments Inc.

2469 Aviation Lane

London, Ontario

N5V 3Z9

Township of Southwold
35663 Final Line
Fingal, ON N0L 1K0

April 25, 2022

Attn: Lisa Higgs, CAO

**Re: Applications #E 44-21, 45-21, 46-21, and 47-21
Legal Outlets
Talbotville, ON**

Ms. Higgs,

Further to discussion with Township staff, this letter is request an engineer be appointed to review the Talbotville Meadows Drain to confirm it can serve as the legal outlet for the four (4) single family lots proposed to be severed. Township staff have indicated this review will be under Section 65 (3) of the Drainage Act.

Kind Regards,

Aldo Caranci

Woodland Way Developments Inc.
2469 Aviation Lane
London Ontario
N5V 3Z9
519-701-2198



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: May 9, 2022

PREPARED BY: Heather James, MES (Pl.), MCIP, RPP, Planner

REPORT NO: PLA 2022-08

SUBJECT MATTER: Consent Application E27-22 – Comments to the County of Elgin

Recommendation(s):

THAT Council of the Township of Southwold receive Report PLA 2022-08 regarding Consent Application E27-22 – Comment to the County of Elgin;

AND THAT Council of the Township of Southwold recommends approval of the Land Division Committee of County of Elgin for the consent application, File E27-22, subject to the Lower-Tier Municipal conditions in Appendix Two of Report PLA 2022-08;

AND FURTHER THAT Council of the Township of Southwold directs Administration to provide Report PLA 2022-08 as Municipal comments to the County of Elgin.

Purpose:

The proposal is a surplus farm dwelling lot creation from the farmlands at 36434 McDiarmid Line, that is surplus to the farm operations.

Background:

Below is a background information in a summary chart:

Application	E27-22
Owners/Applicants	John and Kristen Lethbridge
Agent	Helen R. Button, Gunn & Associates
Legal Description	Part of Lots 17, 18 and 19, Concession SENBTR
Civic Address	36434 McDiarmid Line
Entrance Access	McDiarmid Line
Water Supply	Municipal Water
Sewage Supply	Privately owned and operated individual septic system
Existing Land Area	+/- 94.43 ha (233.33 ac)
Buildings and/or Structures	Severed Parcel – single detached dwelling, and detached garage
	Retained Parcel – no buildings and/or structures

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
E27-22	53m (173.9 ft)	300.9m (987.2 ft)	1.43 ha (3.53 ac)	+/- 166.6m (546.59 ft)	+/- 1,532.9m (5,029.2 ft)	+/- 93 ha (229.8 ac)

The Public Hearing is scheduled for May 25, 2022 at the Elgin County Land Division Committee Meeting.

Figure One below, depicts the existing parcel of the Lethbridge Lands.



The consent sketch, showing E27-22 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 and Township of Southwold Official Plan 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.

Provincial Policy Statement

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 are 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.

County of Elgin Official Plan (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 owners' farming operations. The proposed severed parcel meets the MDS I setbacks. The residence is connected to the municipal water service and the septic report that was submitted with the application states the septic system is in good working condition.

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.

Township of Southwold Official Plan (OP)

The subject lands are designated Agricultural Area on Schedule '4' Land Use in the OP. The Natural Heritage Features on Schedule '2' overlay apply to a portion of the proposed retained parcel and the Natural Hazards on Schedule '3' overlay apply to a portion of the proposed severed and retained parcels.

Section 5.1 of the OP contains Agricultural land use policies in which agricultural uses and limited residential uses are permitted.

Section 7.23.4(e) Agricultural Consent policies states 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; and
- iii. Minimum Distance Separation I provisions can be met;

The proposed severance application demonstrates that the residence is surplus to the farm owners' 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 7.23 f) of the OP, Consents states for lot creation that the soil conditions must be appropriate for the services proposed, and all private water supply and/or sewage disposal must meet the requirements of the Province and the Township.

The dwelling on the proposed severed parcel is already connected to the Township's municipal drinking water system. The existing septic system has been assessment by a qualified septic installer and the septic system is in good working condition.

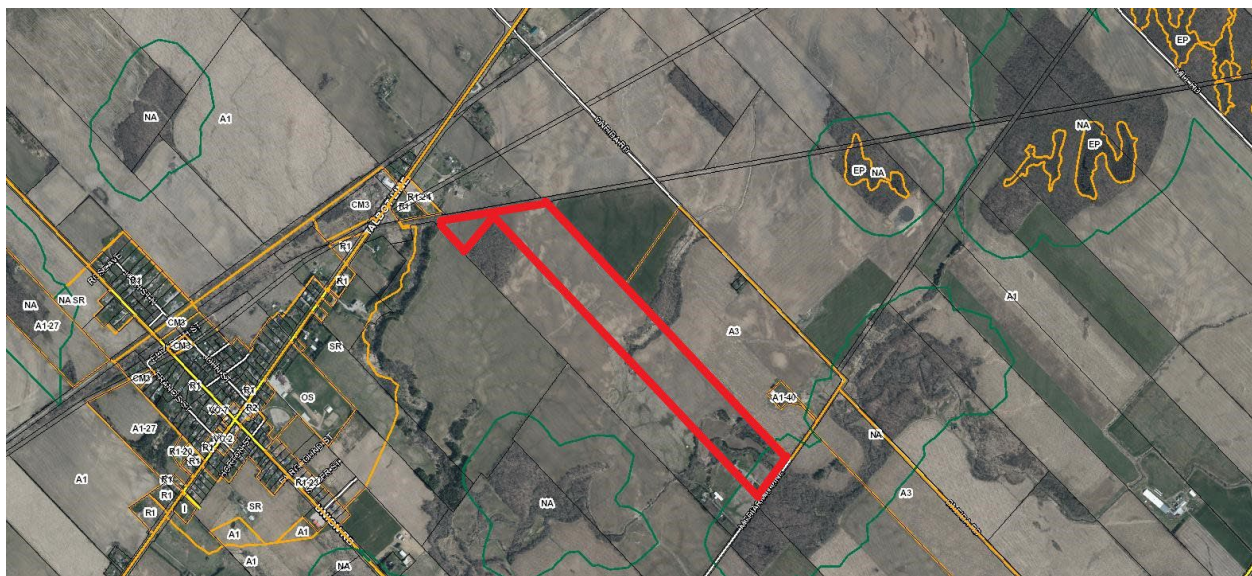
Section 4.1 of the OP, Natural Heritage Features and Areas and Section 4.2 Natural Hazard Lands prohibits buildings, structures, and alteration to lands designated Natural Heritage and Hazard Lands. Section 4.1.2.6 states development and site alteration within a significant woodland and within 120 metres of the adjacent lands is subject to an Environmental Impact Study demonstrating no negative impacts to the feature and its ecological function. No buildings and/or structures are within the Natural Heritage Features and Areas overlay. The existing dwelling and a portion of the detached garage on the proposed severed parcel are within the Natural Hazard Lands. No development

is proposed on the proposed severed and retained parcels in Natural Hazard Lands overlay.

Therefore, this proposal appears to conform to the OP.

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 subject to Conservation Authority Regulation Limit and with the Natural Areas and Adjacent lands overlay as shown in the Township of Southwold Zoning By-Law on Schedule 'A' Map 6, as depicted in Figure Two (outlined in red) 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 1.43 ha (3.53 acre) parcel with a frontage of 53.0 metres (173.9 feet) is significantly larger than the maximum lot area permitted due to Talbot Creek which physically separates the proposed severed parcel from the balance of the proposed retained parcel; however, it is still appropriate for the use and servicing of the lands. The severed parcel would need to be rezoned to A1-XX, with the special provision created in order to recognize the lot area 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 3.4 Environmental Protection Zones, Natural Areas and Adjacent Lands states no new buildings or structures permitted by the applicable zone shall be erected in a Natural Area or Adjacent Land unless an Environmental Impact Statement demonstrates that there will be no negative impacts on Natural Areas. No development is proposed on the proposed retained parcel, where this located.

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 severed and retained parcels, within the hazard lands.

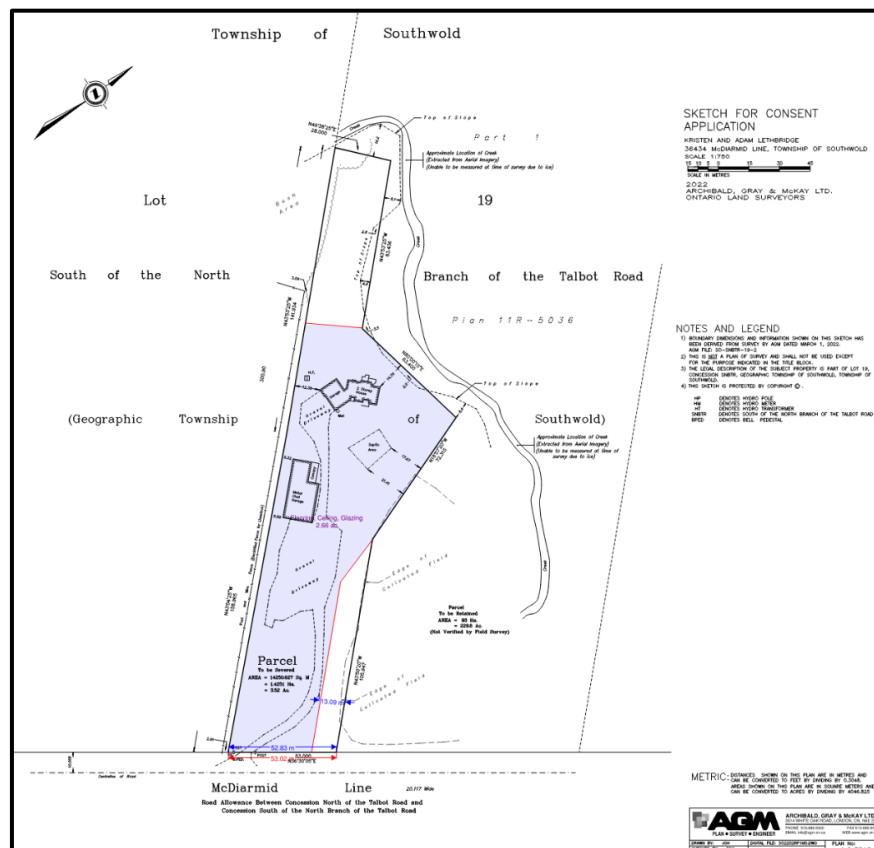
Therefore, it would appear that the proposal would comply with the ZBL, subject to a zoning by-law amendment being required as a condition of consent.

Circulation Of The Application:

Township Department Comments

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

- Drainage Department:
 - Municipal drain reapportionment required on the Lunn Fulton and Gregory Fulton Drains; and
 - Mutual Drain Agreement required.
- Financial Services Department:
 - No comments.
- Building Department:
 - No concerns.
- Infrastructure Department:
 - For this consent, the total area proposed seems logical in that the property has an open municipal drain to the north and the existing driveway curves the property. If we were to reduce area, we could consider removing section of lands east of driveway and the section of lands to the north near open municipal drain.



Comment:

The Planning Department has reviewed the Infrastructure Department's comments regarding reducing the lot area for the proposed severed parcel and provide the following comments. The existing dwelling is set back quite a distance from McDiarmid Line, which in and of itself creates a larger lot area. The area between the rear of the existing dwelling and Talbot Creek is too narrow for farm equipment to gain access to the lands north of the dwelling, therefore it is ideal for the lands to be located on the proposed severed parcel. The width of the proposed severed parcel could be narrowed along McDiarmid Line which would require the driveway to be relocated to the west side of the parcel; however, significant fill and grading would be required. In conclusion, the Planning Department supports the size of the proposed lot area for the proposed severed parcel as submitted.

- Roads Department:
 - No concerns.

Planning Staff note that the Drainage Department's comments have be addressed as conditions of approval.

Additional Comments:

The recommended Township conditions for consent application E27-22 is attached to this report as Appendix Two for reference 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:
Heather James, MES (Pl.), MCIP, RPP
Planner
"Submitted electronically"

Approved for submission by:
Peter Kavcic, P.Eng.
Director of Infrastructure and
Development Services
"Approved electronically"

Appendices:

1. Appendix One: Consent Sketch E27-22
2. Appendix Two: Consent Application E27-22 Conditions

Township of Southwold

Lot 19

Branch of the Talbot Road

Southwold

McDiarmid Line

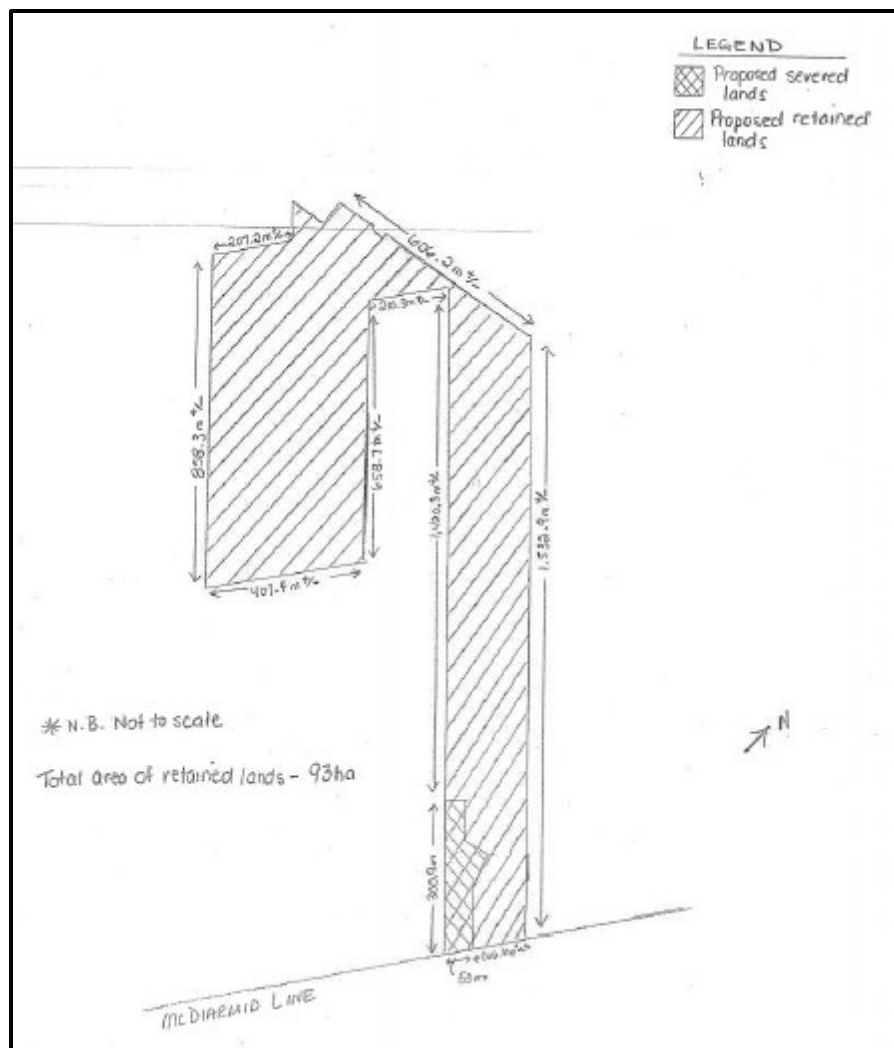
Parcel 1

Parcel 2

NOTES:

1. The proposed development is shown on the plan and is subject to the approval of the Township Council.
2. The proposed development is shown on the plan and is subject to the approval of the Township Council.
3. The proposed development is shown on the plan and is subject to the approval of the Township Council.
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10. The proposed development is shown on the plan and is subject to the approval of the Township Council.

AGM



Report PLA 2022-08:

Consent Application E27-22 (Revised) – Comments to the County of Elgin – Follow-up Report

Appendix Two: Consent Application E27-22 Conditions

Consent Application E27 -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'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.
9. 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.
10. 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*.



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: May 9, 2022

PREPARED BY: Heather James, MES (Pl.), MCIP, RPP, Planner

REPORT NO: PLA 2022-09

SUBJECT MATTER: Request for Amendment to Consent Condition for Consent Applications E44-22, E45-22, E46-22 and E47-22 – Comments to the County of Elgin

Recommendation(s):

THAT Council of the Township of Southwold receive Report PLA 2022-09 regarding Consent Applications E44-22, E45-22, E46-22 and E47-22 – Comment to the County of Elgin;

AND THAT Council of the Township of Southwold recommends approval of the Land Division Committee of County of Elgin for an amendment in consent condition #11 for consent applications, Files E44-22, E45-22, E46-22 and E47-22, subject to the Lower-Tier Municipal condition in Appendix One of Report PLA 2022-09;

AND FURTHER THAT Council of the Township of Southwold directs Administration to provide Report PLA 2022-09 as Municipal comments to the County of Elgin.

Purpose:

The proposal is to request for an amendment to Township of Southwold condition #11. The letter submitted by the owner; Woodland Way Developments Inc. as identified in Appendix Two states the following:

'We request that the lapsing date for the above noted applications be extended to June 23, 2024. The Conditions require investigation, engineering, and approvals under the Drainage Act which are underway but require additional time to fulfill.

It is our understanding that provincial legislation/regulations have recently changed to allow consents to have a 2-year lapsing period. This request is in line with that update.'

This request will require an amendment to the Township of Southwold's condition #11 which states:

'11. That all conditions noted above shall be fulfilled within one year 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.'

Background:

On June 14, 2021, the Council of the Township of Southwold recommended approval of the Land Division Committee of County of Elgin for the severance applications, File E44-21 to E47-21, subject to the Lower-Tier Municipal conditions in Appendix Two of Report PLA 2021-20.

On June 23, 2021, the Elgin County Land Division Committee granted provisional consent approval to applications E44-21, E45-21, E46-21 and E47-21. The lapsing date for the consent applications is June 23, 2022.

Comments/Analysis:

Planning Policy Review:

Ontario Planning Act

On January 1, 2022, an amendment to Section 53(41) of the Planning Act was proclaimed. This amendment extends the statutory timeline within which one must satisfy conditions of a consent from one year to two years.

Circulation Of the Application:

Township staff were circulated the owner's letter for comments. The following comments were received:

Director of Infrastructure and Development Services

Only comment is that lapse period should only be extended one year until 2023. Not 2024.

Building Department

It should only be 1 more year not 2 as requested no other concerns.

CAO/Clerk

Agree with staff comments. The date should be 2023, not 2024.

Additional Comments:

Although the Planning Act has been amended to permit two years to satisfy consent conditions, in my opinion, the request from the owner for an additional two years for a total of three years to fulfill consent conditions is not acceptable. An extension from the date of the amended decision from Land Division Committee (that being May 25, 2022) to fulfill consent conditions would be appropriate as this would be in keeping with the recent amendment to the Planning Act to provide two years to fulfill consent conditions.

The recommended amendment to Township condition #11 for consent applications E44-22, E45-22, E46-22 and E-47-22 is attached to this report as Appendix One for reference purposes.

Financial Implications:

None. Application fees were for the severance applications were collected in accordance with the Township's Tariff of Fees By-law, as amended time to time. No additional fee was charged for the request in amendment to condition #11.

Summary/Conclusion:

Therefore, it is Planning Staff's opinion that the proposed request for an amendment to Township condition #11 for a lapsing period of two (2) years to June 23, 2024 be refused; and that Council recommends to the County of Elgin that the lapsing period for consent applications E44-21, E45-21, E46-21 and E47-21 be extended to the date of the amended decision, in accordance with Appendix One to this report.

Respectfully Submitted by:
Heather James, MES (Pl.), MCIP, RPP
Planner
"Submitted electronically"

Approved for submission by:
Peter Kavcic, P.Eng.
Director of Infrastructure and
Development Services
"Approved electronically"

Appendices:

1. Appendix One: PLA 2022-09 Consent Application E44-21, E45-21, E46-21 and E47-21 Modified Condition
2. Appendix Two: Request Letter for Modification to Condition #11
3. Appendix Three: PLA 2021-20 Report Severance Applications E44-21, E45-21, E46-21 and E47-21

Report PLA 2021-09:

Severance Applications E44-21 to E47-21 - Comments to the County of Elgin

Appendix One: Severance Applications E44-21 to E47-21 Modified Condition

Severance Application E44-21 to E47-21 Condition #11 be amended to the following:

1. That all conditions noted above shall be fulfilled within one year of the amended 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*.

Woodland Way Developments Inc.

2469 Aviation Lane

London, Ontario

N5V 3Z9

Elgin County
450 Sunset Drive
St. Thomas, ON N5R 5V1

April 25, 2022

Attn: Brian Lima, CAO

**Re: Applications #E 44-21, 45-21, 46-21, and 47-21
Extension of Lapsing Date
10247 Talbotville Gore Rd, Talbotville, ON**

Mr. Lima,

We request that the lapsing date for the above noted applications be extended to June 23, 2024. The Conditions require investigation, engineering, and approvals under the Drainage Act which are underway but require additional time to fulfill.

It is our understanding that provincial legislation/regulations have recently changed to allow consents to have a 2 year lapsing period. This request is in line with that update.

Kind Regards,

Aldo Caranci

Woodland Way Developments Inc.
2469 Aviation Lane
London Ontario
N5V 3Z9
519-701-2198



TOWNSHIP OF SOUTHWOLD

PLANNING REPORT

Application: Proposed Severance
Report No.: PLA 2021-20
File No: E 44-21 to E47-21
Date: June 14, 2021

TO: Mayor and Council of the Township of Southwold

FROM: Bryan Pearce, HBA, CPT, MCIP, RPP
 Planner

SUBJECT: Severance Applications E44-21 and E47-21 – Comments to the County of Elgin

REASONS FOR AND NATURE OF THE APPLICATION:

The proposal is to create four residential lots on the property, being the Allen Lands.

BACKGROUND INFORMATION:

Below is a background information, in a summary chart:

	E44-21 to E47-21
Owner	Brett Allen
Applicant	Aldo Caranci, Caranci Group
Civic Address	10247 Talbotville Gore Road
Entrance Access	Talbotville Gore Road
Water Supply	Municipal Water
Sewage Supply	Municipal Sewer
Existing Land Area	1.7512 ha (4.33 ac)

Application	Severed Parcel			Retained Parcel		
	Frontage	Depth	Area	Frontage	Depth	Area
E44-21	15.24 m (50 ft)	30.5 m (100 ft)	540.2 sqm (0.13 ac)	133.76 m (438.84 ft)	Irregular	16,972.65 sqm (4.19 ac)
E45-21	15.24 m (50 ft)	30.5 m (100 ft)	464.1 sqm (0.11 ac)	118.52 m (388.85 ft)	Irregular	16,508.55 sqm (4.08 ac)
E46-21	15.24 m (50 ft)	30.5 m (100 ft)	464.1 sqm (0.11 ac)	103.28 m (338.85 ft)	Irregular	16,044.45 sqm (3.96 ac)
E47-21	15.24 m (50 ft)	30.5 m (100 ft)	464.1 sqm (0.11 ac)	88.04 m (288.84 ft)	Irregular	15,580.35 sqm (3.85 ac)

Figure One below, depicts the existing parcel of the Allen Lands.



The compiled severance sketch, showing E44-21 to E47-21 is attached to this report as Appendix One for reference purposes.

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 severances, 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

Lot creation is permitted within the Talbotville settlement area, in accordance with Section 1.1.3 of the PPS. Full municipal water and sewer are proposed, in accordance with Section 1.6.6 of the PPS.

This proposal appears to be consistent with the PPS.

CEOP

The subject lands are designated Tier Two Settlement Area on Schedule 'A' Land Use in the CEOP. New lot creation policies of the CEOP contained under Section E1.2.3.1, has 13 criteria listed and would appear to be achieved with this proposal, as it will be fully serviced, will not affect drainage patterns in the area, and entrance access to the lands can be obtained through Talbotville Gore Road.

Therefore, this proposal appears to conform to the CEOP.

OP

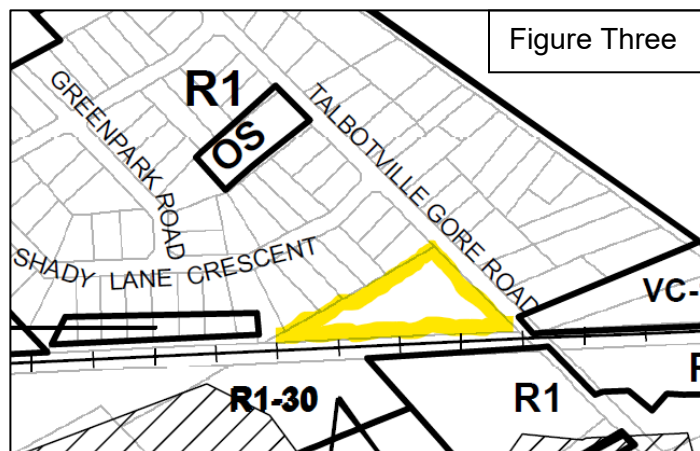
The subject lands are designated Residential on Schedule 'A-1' Talbotville Settlement Area in the OP. Section 4.3.1 of the OP permits single detached dwellings and residential lot creation through infilling in a residential area. Section 6.8.2 of the OP has 7 criteria listed and would appear to be achieved with this proposal, as it will be fully serviced, will not affect drainage patterns in the area, and entrance access to the lands can be obtained through Talbotville Gore Road.

Therefore, this proposal appears to conform to the OP.

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

The subject lands are zoned Residential 1 (R1), as shown in the ZBL on Schedule 'A' Map 12, as depicted in Figure Three to the right, with the subject lands outline in yellow.

The R1 Zone has a minimum lot area of 450 square metres (4,844 square feet) when on full municipal water and sewer services, with a minimum lot frontage of 15 metres (49 feet). The proposed lot creations comply with the above noted R1 Zone provisions.



Therefore, it would appear that the proposal would comply with the ZBL.

STAFF COMMENTS:

The proposed severance application was circulated to Township staff for comment. The following comments were submitted:

Building

Building Department noted the following:

- Demolition permits will be required prior to the removal of the structures and all existing services to be disconnected prior to demolition.

Planning Staff notes that this can be addressed as a condition of approval for the demolition permits for removal of all buildings and structures and all existing internal services be disconnected and removed from the property.

Drainage

Drainage Department noted the following:

- The subject lands do not have a municipal drainage outlet to either municipal drainage watershed, being Talbot Meadows Drain and the South Talbotville Drain. Therefore, an investigation into obtaining a legal drainage outlet using the Drainage Act should occur by a qualified individual and completing any Drainage Act process that may be required.
- Master Drainage Study, with Lot Grading and Drainage Plans with the drainage outlets, shall be required for the proposed 4 lots to be severed and the retained parcel.

Planning Staff notes that this can be addressed as a condition of approval for drainage investigation and master drainage study.

Finance

Finance Department noted the following:

- Servicing Notes
 - It appears based on Talbotville Gore Road as-built plans a new water service and wastewater service will be required for Parcels 1, 3 and 4. Existing water and wastewater services appear to be near the frontage of Parcel 2. This must be confirmed prior to finalization of the severances, through a Site Servicing Report and associated drawings.
- Fees
 - Water Connection
 - The applicant will be required to pay the Water Connection Fee in effect at the time of execution of the Consent Agreement (currently \$7,686) (By-law 2012-51) – the water service up to and including the curb stop will be installed by the Township. A separate fee is applicable for each of Parcels 1, 3 and 4, subject to confirmation of service locations. If a new service is also required for Parcel 2, a water connection fee as noted, must also be paid prior to execution of the Consent Agreement.
 - Wastewater Connection Fee
 - The applicant will be required to pay the Wastewater Connection Fee in effect at the time of execution of the Consent Agreement (currently \$13,425) (By-law 2018-67). A separate fee is applicable for each of Parcels 1, 2, 3 and 4. The applicant is also responsible for completing all work (engineering, construction, restoration, etc.) at its own cost to install the service for Parcels 1, 3 and 4, subject to confirmation that the existing service will be for Parcel 2. All work plans, including selection of the contractor completing the work, must be approved by the Township prior to commencing. Additional security deposits may be required depending on the location of the sanitary sewer in the road allowance and other Township services affected.
 - Cash-in-Lieu of Parkland
 - The applicant will be required to pay the Cash-in-Lieu of Parkland fee in effect at the time of the Consent Agreement (currently \$1,750) (By-law 2019-26). A separate fee is applicable for each of Parcels 1, 2, 3 and 4.
 - Development Charges
 - The applicant will be required to pay the Township Development Charges Fee – Single and Semi-Detached Dwelling Rate in effect at the time of the Building Permit Application (currently \$3,204) (By-law 2020-70). A separate charge is applicable for each of Parcel 1, 2, 3 and 4.
 - It is noted that the County of Elgin is currently studying County Development Charges for consideration of enactment of a County By-law.
 - Consent Agreement Fee
 - The applicant will be required to pay the Consent Agreement Fee in effect at the time of preparing the Consent Agreement (currently \$500), plus any

costs incurred by the Township related to the Consent Agreements (By-law 2019-26). The Consent Agreement Fee covers the costs for the agreements for Parcels 1, 2, 3 and 4, inclusive.

- Road Permits
 - The applicant will be required to pay the following in effect at the time of execution of the Consent Agreement (By-law 2019-26):
 - Road Occupancy Permit (Entrance) - currently \$250
 - Entrance Bond (Deposit) – currently \$1,000
 - Work Under Roadway Bond (Deposit) – if applicable – currently \$1,000
 - 911 Sign and Post – currently \$100
 - A separate charge is applicable for each of Parcel 1, 2, 3 and 4
- Other Fees and Deposits
 - The applicant will be responsible to pay for any and all other fees and deposits that are applicable under Township By-law and Development Policies. These items include but are not limited to Building Permit Fees, Water Meter Fees, Grading and Damage Security Deposits, Drainage Reapportionment Fees, Township legal, engineering, consulting fees and other costs incurred as a result of the development application. Separate additional fees and charges will be applicable to each Parcel as determined by the Township.
- Buildings
 - Existing Buildings on Parcels 1, 2, 3, 4 and 5 must be removed prior to finalization of the severances.

Planning Staff notes that this can be addressed as a condition of approval for the Site Servicing Report and associated drawings and Consent Agreement.

At the time of submission of this report, no other comments or concerns were received from Administration.

ADDITIONAL COMMENTS:

Administration recommends that as a condition of approval of the consents that the Applicant meet all the requirements, financial and otherwise of the Municipality, to the satisfaction and clearance of the Municipality.

Further, Administration recommends that as a condition of approval of the consents 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.

Further, Administration recommends that as a condition of approval of the consents 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.

Further, Administration recommends that as a condition of approval of the consents that the Applicant obtain demolition permit(s) prior to the removal of all buildings and structures (existing

dwelling (including septic decommissioning and removal), two sheds, seacan and two coveralls) and all existing services to be disconnected prior to demolition, to the satisfaction and clearance of the Municipality. This is further detailed above in the Building Department comments.

Further, Administration recommends that as a condition of approval of the consents that the Applicant shall complete an investigation into obtaining a legal drainage outlet using the Drainage Act by a qualified individual and complete any Drainage Act process that may be required, to the satisfaction and clearance of the Municipality. This is further detailed above in the Drainage Department comments.

Further, Administration recommends that as a condition of approval of the consents that the Applicant shall complete a Master Drainage Study, along with Lot Grading and Drainage Plans with the drainage outlets, for the proposed four lots to be severed and the retained parcel, to the satisfaction and clearance of the Municipality. This is further detailed above in the Drainage Department comments.

Further, Administration recommends that as a condition of approval of the consents that the Applicant shall complete a Site Servicing Report, along with associated site servicing drawings, for the proposed four lots to be severed and the retained parcel, to the satisfaction and clearance of the Municipality. This is further detailed above in the Finance Department comments.

Further, Administration recommends that as a condition of approval of the consents that the Applicant shall enter into a Consent Agreement with the Municipality for the proposed four lots to be severed and the retained parcel, addressing all municipal interests and associated fees and charges, including and not limited to water, wastewater, drainage, cash-in-lieu of parkland, development charges, road permits, amongst other matters, to the satisfaction and clearance of the Municipality. This is further detailed above in the Finance Department comments.

Further, Administration recommends that as a condition of approval of the consents 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. This will require the Applicant to submit to the Municipality a request for clearance letter, providing documentation on how the above noted conditions have been fulfilled, for the Municipality to provide it to the County of Elgin, as the approval authority.

Further, Administration recommends that as a condition of approval of the consents that the conditions of Applications E44-21, E45-21, E46-21 and E47-21 be fulfilled in conjunction with one another.

Further, Administration recommends that as a condition of approval of the consents that all conditions noted above shall be fulfilled within one year 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*.

SUMMARY/CONCLUSION:

Therefore, it is Planning Staff's opinion that the proposed two lot addition consents, 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.

RECOMMENDATION:

THAT Council of the Township of Southwold receive Report PLA 2021-20 regarding Severance Applications E44-21 and E47-21 – Comments to the County of Elgin;

AND THAT the Council of the Township of Southwold recommends approval of the Land Division Committee of County of Elgin for the severance applications, File E44-21 to E47-21, subject to the Lower-Tier Municipal conditions in Appendix Two of Report PLA 2021-20;

AND FURTHER THAT Council of the Township of Southwold directs Administration to provide Report PLA 2021-20 as Municipal comments to the County of Elgin.

Respectfully submitted by:

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

Approved for submission by:

**Lisa Higgs
CAO/Clerk**

Appendices:

1. Appendix One: Severance (Consent) Sketches – E44-21 to E47-21
2. Appendix Two: Severance Applications E44-21 to E47-21 Conditions

NOTES:

1. EXISTING CONDITIONS INFORMATION AS PER TOPOGRAPHICAL SURVEY REQUESTED BY THE CLIENT, COASTAL COMMUNITIES LTD. PROJECT NO. 110611, DATED MAY 2021.
2. PROPERTY/BOUNDARY INFORMATION TO BE OBTAINED BY LEGAL SURVEY.
3. THIS PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY. DETAILED DESIGN AND LEGAL REFERENCE PLAN TO BE PREPARED AT A LATER DATE.

MONUMENT TYPE: BOLT IN SIGN POST

LOCATION: THE NORTH SIDE OF C&N, WEST SIDE OF
TAYLORVILLE FOR ROAD AS SHOWN ON THE FACE OF THIS
PLAT

GEODEIC ELEVATION: 234.627

(CONTRACTOR TO CORRECT BENCHMARK ELEVATIONS)

PART OF
LOT 40
CONCESSION S/NBTR
AS IN E268776
S/T 5W2S100
IN THE
TOWNSHIP OF SOUTHWOLD

1. TOPICALS SURVEY DONE BY VERICON SECURITY CONSULTING, LLC, 10/1/2021, RECEIVED VIA EMAIL MAY 3, 2021.

SUBJECT SITE

KEY PLAN

Report PLA 2021-20:

Severance Applications E44-21 to E47-21 - Comments to the County of Elgin

Appendix Two: Severance Applications E44-21 to E47-21 Conditions

Severance Application E44-21 to E47-21 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 obtain demolition permit(s) prior to the removal of all buildings and structures (existing dwelling (including septic decommissioning and removal), two sheds, seacan and two cover-alls) and all existing services to be disconnected prior to demolition, to the satisfaction and clearance of the Municipality.
5. That the Applicant shall complete an investigation into obtaining a legal drainage outlet using the Drainage Act by a qualified individual and complete any Drainage Act process that may be required, to the satisfaction and clearance of the Municipality.
6. That the Applicant shall complete a Master Drainage Study, along with Lot Grading and Drainage Plans with the drainage outlets, for the proposed four lots to be severed and the retained parcel, to the satisfaction and clearance of the Municipality.
7. That the Applicant shall complete a Site Servicing Report, along with associated site servicing drawings, for the proposed four lots to be severed and the retained parcel, to the satisfaction and clearance of the Municipality.
8. That the Applicant shall enter into a Consent Agreement with the Municipality for the proposed four lots to be severed and the retained parcel, addressing all municipal interests and associated fees and charges, including and not limited to water, wastewater, drainage, cash-in-lieu of parkland, development charges, road permits, amongst other matters, to the satisfaction and clearance of the Municipality.
9. 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.
10. That the conditions of Applications E44-21, E45-21, E46-21 and E47-21 be fulfilled in conjunction with one another.
11. That all conditions noted above shall be fulfilled within one year 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*.



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: May 9, 2022

PREPARED BY: Jeff McArthur, Fire Chief

REPORT NO: FIR 2022-05

SUBJECT MATTER: Activity Report for the Fire Chief April 2022

Recommendation(s):

None – For Council Information.

Purpose:

To update Council on Fire Department Activities for April 2022.

Background:

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

- a. Calls for service – a total of 11 emergencies were responded to in the month of April including four MVCs and 1 mutual aid assist in Central Elgin.
- b. A TSTAC meeting was held.
- c. Interviews for Fire Services Coordinator were held, and the position was filled.

Report on any outstanding /unresolved concerns, issues:

- a. A review of the Elgin County Radio Communications System is being conducted to determine the overall condition of the system and identify any concerns or necessary upgrades.

Training Undertaken by Staff:

- a. Department training topics included portable pumps and 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.

Capital Project Progress :

2022	Budget	Status/Comments
Talbotville Pumper	\$615,000	Ordered, fall delivery.
Talbotville Fire Station	\$1,250,000	Pending land acquisition
Bunker Gear	\$12,500	Completed
Cylinders	\$6,200	Completed
SCBA	\$20,000	Completed

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: May 9, 2022

PREPARED BY: Jeff McArthur, Fire Chief

REPORT NO: FIR 2022-06

SUBJECT MATTER: Fire Dispatch Agreement

Recommendation(s):

THAT the Township of Southwold Council authorize the signing of the Tillsonburg Fire Dispatch Services Agreement for Dispatching Elgin County;

AND THAT Council give consideration to By-Law No. 2022-38 included on the May 9, 2022 Agenda;

Purpose:

To update Council with information on the agreement with Tillsonburg Fire Services for fire department dispatch services.

Background:

Staff report FIR 2021-22, dated December 13, 2021 provided information on the Fire Communication Support System Agreement, which relates to the equipment used for communications relative to all fire departments in Elgin County jointly. Report FIR 2021-22 also received authorization for the signing of the Intermunicipal Agreement for Joint Ownership of Fire Communication Equipment and addressed the Support System Agreement with Bearcom Communications that expires on December 31, 2026.

Furthermore, the Elgin County municipalities have an agreement with Tillsonburg Fire Services (TFS) for dispatch services which expired on January 22, 2022. The Dispatch Agreement has been in effect since 2007, and was renewed in 2012, and contains a clause that the cost of service is based on a per person rate of \$4.24 per person. It is agreed that the charges will change based on the current population and the CPI. The Canadian Radio-Television and Telecommunications Commission ("CRTC") has mandated that all communication centers update their communications equipment for the Next Generation of 9-1-1 (NG 911). Although the expected commencement date for

these upgrades has been pushed back for several reasons, the Next Generation will allow for more services, GIS tracking, calling 9-1-1 by text and forwarding pictures to the communications center.

TFS is looking at leveling the costs between the different agencies in which they provide services. The County of Elgin had enrolled with TFS in the earlier stages when there were not as many departments to share the costs. The fact that TFS is now providing this service to more organizations is resulting in an overall decrease to the rate of \$3.94 per person. Although an additional charge of \$0.25 to support the new NG 9-1-1 is anticipated, the Elgin County Chiefs were overall pleased to have received notification from TFS that it has received funding under the "Municipal Modernization Program" to apply to a reduction of up to 65% of the total eligible costs. The result, depending on the reduction applied under the Municipal Modernization Program will be an overall rate of \$4.19 per person for Elgin municipalities going forward which is a slight decrease from the previous rate.

Financial Implications:

As there is no significant change, either an increase or decrease in the anticipated cost of the service provided, the only change that will occur is that TFS is currently calculating our population based on 2011 census data and will switch to 2021 in the near future. This will increase our cost from 2011 data of 4,494 residents to the 2021 amount of 4,851 residents.

Strategic Plan Goals:

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

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- ☐ 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: May 9, 2022

PREPARED BY: Jeff McArthur, Fire Chief

REPORT NO: FIR 2022-07

SUBJECT MATTER: 2021 Incident Summary

Recommendation(s):

None – for Council Information

Purpose:

To provide Council a summary of the Emergency Incidents that the Fire Department responded to in 2021.

Incident by Type:

Type	# of Calls	% of TOTAL
Fire – Structure	5	3
Fire – Vehicle	4	3
Alarms Sounding – Smoke/CO alarm	9	6
Medical Assist	54	36
Public Hazard – Wires down, gas leak	10	7
Motor Vehicle Collisions – Highway 401	17	11
Motor Vehicle Collisions – Other	20	13
Other – Pre fire conditions (cooking), incident not found, grass fire, burn complaint etc.	31	21
TOTAL	150	100

Incident by Location:

Dutton-Dunwich	2
London	1
Southwold	147
TOTAL	150

Fire Loss & Injuries:

Estimated Loss	\$128,100
Estimated Property Saved	\$1,490,000
Firefighter Injuries	0
Civilian Injuries	0

Year-by-Year Comparison of Total Incidents:

2021	150
2020	128
2019	155
2018	115
2017	119

Comment:

Southwold firefighters again served with pride and professionalism in 2021, while responding to an above average amount of incidents.

The residents of Southwold Township need to also be recognized for their burn permit compliance. There were 472 burn permits issued in 2021 and the Fire Department only responded to two burn complaints during the year.

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.

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

Approved by:
Lisa Higgs, CAO/Clerk



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: May 9, 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 2022-19

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

Background:

Development

- Coordinated several resident questions and concerns regarding development build out
- Coordinated with developers to increase street cleaning on Talbotville Gore

Infrastructure

a) Water and Sanitary

- Water disruption event on April 24/25
- Flow monitoring on Talbotville Gore installed
- Coordinate with residents for service connections and water meter installs
- Worked through several locate requests, approximately eight each day
- Reviewed water inventory to understand future needs
- Worked through updating digital records in Laserfiche
- Attended Good Road conference

b) Roads and Bridges

- Lynhurst Park Drive and Lyn Court construction project anticipated for June 2022 start date. Contractor planning to cut trees prior to May 1st bird nesting window.
- 2022 gravel resurfacing program was started and continues at this time
- Two culverts on Second Line and one on Burwell road were replaced
- Salt/sand hoppers and plow equipment were removed from trucks
- Public Works Building Addition meeting and site visit
- Garbage collection meeting with St. Thomas for waste collection proposal
- Attended Good Road conference

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	Flow meters installed
Shedden and Fingal Sewer/WWTP		Completing topographic survey and working through archeological
Roads		
Hard Surface Projects	\$325,000	Lake Line and Scotch Line planned for this year
Public Works Building	\$200,000	Site visit and preliminary design
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:

- Pending tender results, it is planned to start construction of the McIntosh Drain No. 2 later this summer with the bore under the 401, with the construction of the tile portion of the drain after October 1st, 2022

In the hands of the Engineer

- **McIntosh #2 Drain (Sept 15):** Tenders have been circulated to contractors, closing May 17, 2022
- **Ryan Drain (Sept 19):** Onsite meeting has been held
- **Luton Drain (July 08)** Draft plan is complete, will need to meet with landowners to discuss
- **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:** Meeting to Review proposal of the Engineer with affected landowners May 6, 2022
- **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: The grant application for drain maintenance completed in 2021 has been submitted to the Ontario Ministry of Agriculture Food and Rural Affairs

Railways

- Is in the process of preparing a survey to send to municipalities in an effort to obtain information on other's experiences dealing with the railways

2022 Capital Project Process:

2022	Budget	
McIntosh #2	21,099.00	Tenders circulated, by-law to be passed

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.
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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:
Infrastructure and Development
Services Team
"Submitted electronically"

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



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: May 9, 2022

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

REPORT NO: ENG 2022-20

SUBJECT MATTER: Locate Policy Update

Recommendation(s):

THAT Council approve an amendment of the Locate Policy By-Law 2014-38 to allow for relocates to take place after 60 days.

Purpose:

The purpose of the report is to update Council on the locate policy and amend the existing By-Law 2014-38 with By-Law 2022-37

Background:

Ontario OneCall has adjusted their legislation to allow members to consider extending their locating validity period from 30 days to 60 days or more. Allowing members to extend the validity period will allow:

- Longer excavation windows for excavators
- Fewer relocates
- Less administrative burden

If the locate paint is still visible, Staff are comfortable adjusting our locate validity period to 60 days. If the locate starts to become less visible, Staff would ask the excavators to resubmit a locate request. Extending this period will reduce the number of relocates staff are currently completing. Anecdotally in 2022, Staff have noticed more locate requests coming in which takes time away from other projects or tasks.

For excavator submitting locates, our disclaimer that we will be including with all public locates can be seen below:

"THIS AREA MAY INCLUDE ONTARIO MINISTRY OF TRANSPORTATION OR COUNTY OF ELGIN INFRASTRUCTURE WHICH IS NOT WITHIN THE JURISDICTION OF THE TOWNSHIP OF SOUTHWOLD.

TOWNSHIP OF SOUTHWOLD WATER, ROADS AND DRAINAGE AUTHORITY WILL ALL RESPOND TO THIS LOCATE REQUEST UNDER SEPARATE COVER. (WATER/ROADS UNDER ONE COVER AND DRAINAGE UNDER ANOTHER COVER).

YOU WILL BE LIABLE FOR ANY DAMAGE TO TOWNSHIP OF SOUTHWOLD INFRASTRUCTURE IF EXCAVATING/DIGGING PRIOR TO RECEIVING A COMPLETED LOCATE FROM ALL TOWNSHIP OF SOUTHWOLD AUTHORITIES. IT IS UNDERSTOOD THAT THE ABOVE INFORMATION HAS BEEN PROVIDED FROM OUR RECORDS AND REPRESENTS OUR KNOWLEDGE OF THE APPROXIMATE LOCATION OF TOWNSHIP OF SOUTHWOLD UNDERGROUND SERVICE FOR THE AUTHORITY PROVIDED ONLY. THE RESPONSIBILITY IS THAT OF THE EXCAVATOR/CONTRACTOR TO EXERCISE EXTREME CAUTION WHERE MECHANICAL EQUIPMENT IS USED IN THE VICINITY OF THE UNDERGROUND SERVICE AND THE LIABILITY FOR DAMAGES RESTS WITH THE EXCAVATOR/CONTRACTOR. IN ALL INSTANCE OF TOWNSHIP OF SOUTHWOLD INFRASTRUCTURE BEING DAMAGED, IT IS THE RESPONSIBILITY OF THE EXCAVATOR/CONTRACTOR TO NOTIFY THE TOWNSHIP IMMEDIATELY AT 519-769-2010 OR AFTER HOURS AT 519-671-8915.

CAUTION: DEPTH OF UNDERGROUND SERVICE VARIES AND MUST BE DETERMINED BY HAND-DIGGING OR VACCUM EXCAVATION. THIS LOCATE IS VALID FOR 60 DAYS IF STILL VISIBLE, IS NOT TRANSFERABLE AND IS NOT VALID OUTSIDE THE LOCATED AREA. ONCE LOCATE BECOMES NOT VISIBLE, LOCATES SHOULD BE REQUESTED AGAIN."

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.
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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:
Infrastructure and Development
Services Team
"Submitted electronically"

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



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: May 9, 2022

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

REPORT NO: ENG 2022-21

SUBJECT MATTER: Indigenous Participation Agreements

Recommendation(s):

THAT Council approve the execution of the Indigenous Participation Agreements with Aamjiwnaang First Nations, The Chippewas of the Thames First Nations, and Caldwell First Nations; and,

THAT Council endorse Staff with a temporary delegation to execute Indigenous Participation Agreements until the Stage 2 Archeological work is complete, with Staff reporting back to Council on these additional agreements

Purpose:

The purpose of the report is for Council to approve the execution of the Indigenous Participation Agreements for Stage 2 Archaeological review that is required for the Shedden and Fingal wastewater treatment plant.

Background:

As part of the detailed design for the Shedden and Fingal sewer project, the Environmental Assessment recommended a Stage 2 archeological review at the site location for the wastewater treatment plant. For a Stage 2 archeological review, Staff, consultants and indigenous communities will walk the site to observe any artifacts that may be of significance to these communities. Currently, the Stage 2 work is anticipated for May 15th, depending on the farmer schedule to work the field. Staff are requesting a temporary delegation for additional Indigenous Participation Agreements that may follow after the council meeting and prior to the field work.

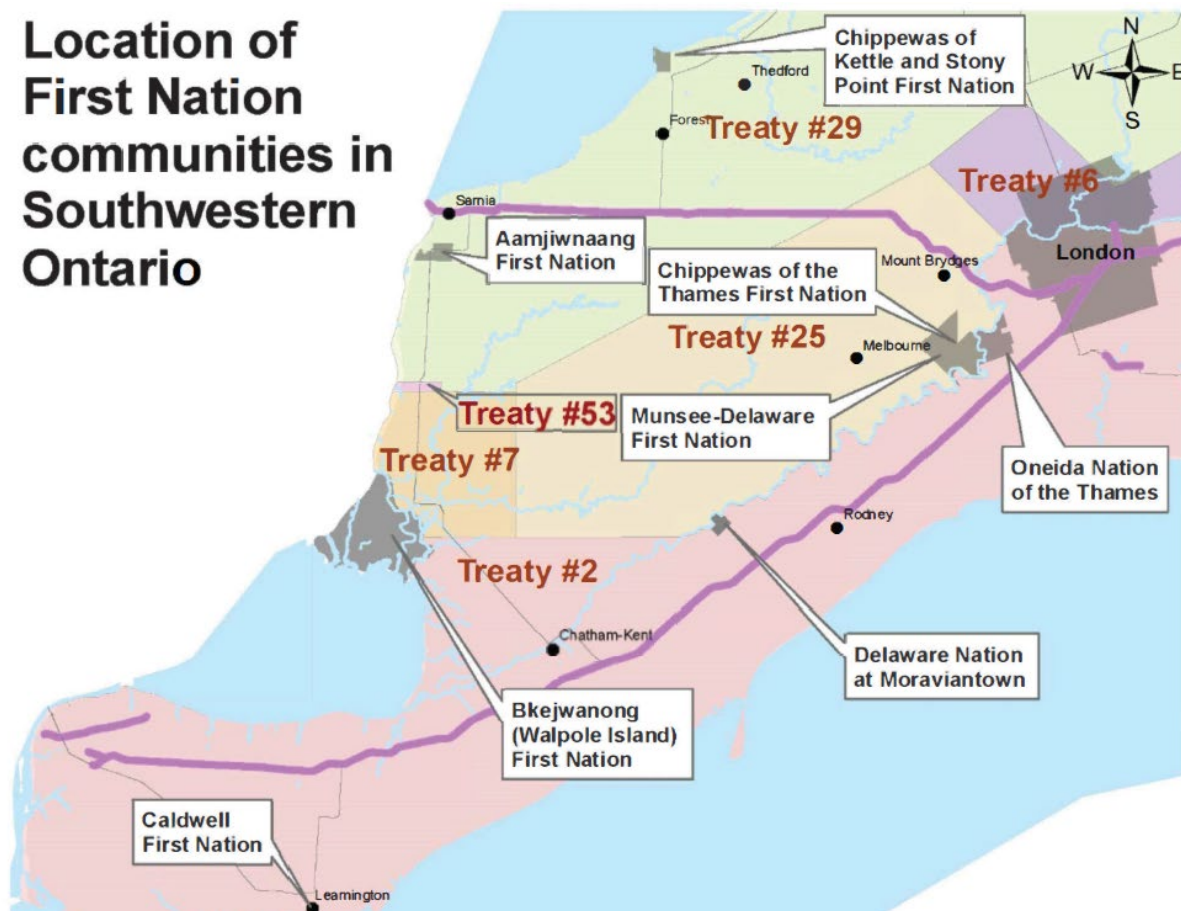
In order to proceed with this work, it is good practice to enter into participation agreements with Indigenous Communities that wish to participate in this field work. Through our consultant, Staff recommended asking all eight indigenous communities that have treaties within Southwestern Ontario. The list of communities and map of treaties can be seen in the below images.

First Nation Community	Treaty #25	Treaty 6	Treaty 2	Treaty 29	Nanfan Treaty
Chippewas of the Thames First Nation	✓	✓	✓	✓	
Chippewas of Kettle & Stony Point First Nation		✓	✓	✓	
Aamjiwnaang First Nation		✓	✓	✓	
Bkejwanong (Walpole Island First Nation)		✓	✓	✓	
Caldwell First Nation			✓ *		
Munsee-Delaware Nation		✓ **	✓ **		
Delaware Nation at Moraviantown		✓ **	✓ **		
Oneida Nation of the Thames					✓

*Settled land claim will allow FN to purchase land as base for community

**Interest-based consultation

Location of First Nation communities in Southwestern Ontario



Following the field work, the Township will be invoiced the time each Indigenous community member was present for this Stage 2 work. This cost is attributed towards the project as a project cost.

Financial Implications:

All costs associated with Stage 2 work are project costs.

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"

ARCHEOLOGICAL MONITORING SERVICES AGREEMENT

The Corporation of the Township of Southwold , TTMS, regarding the New Tertiary Membrane Wastewater Treatment Plant in Shedden - Stage 2 Archaeological Assessment

This agreement, to take effect on _____, explains the relationship between The Corporation of the Township of Southwold, Aamjiwnaang First Nation ("AAMJ") and the Tri-Tribal Monitoring Services ("TTMS") (collectively the "Parties") for archaeological monitoring services for the New Tertiary Membrane Wastewater Treatment Plant in Shedden - Stage 2 Archaeological Assessment

1.1 Recitals

The Corporation of the Township of Southwold is an Ontario Corporation.

Tri-Tribal Monitoring Services is an Ontario Corporation.

Aamjiwnaang First Nation is an Indian Band per Section 2(1) of the *Indian Act*. It asserts Aboriginal rights in the lands over which The Corporation of the Township of Southwold wishes to embark on a project of economic exploitation. (Schedule B)

Aamjiwnaang First Nation permits The Corporation of the Township of Southwold to undergo this project and has signed a letter of intent to that effect. Aamjiwnaang First Nation does not, however, have the archeological or technical expertise needed to ensure that its rights over the cultural heritage found within its lands are not unduly exploited.

TTMS and Aamjiwnaang are subject to a Memorandum of Understanding regarding the provision of cultural monitoring services (Schedule C). The Corporation of the Township of Southwold, Aamjiwnaang First Nation wishes to be kept informed of any cultural or archeological evidence that may be provided upon the completion of the economic works in question.

The parties therefore agree as follows:

1.2 Interpretation Clauses

- (1) Artifacts: The everyday, ceremonial, sacred and funerary objects and ancestral skeletal remains that are, or might conceivably be, of a First Nation.
- (2) Approved Invoice: An invoice in a form approved in writing by TTMS The Corporation of the Township of Southwold. and as included in schedule "D" of this contract.
- (3) Traditional Knowledge: Refers to the knowledge, innovations and practices of Aamjiwnaang First Nation;
- (4) Heritage Act: Ontario Heritage Act. R.S.O. 1990, c. 0.18
- (5) MCTS Guidelines:
- (6) Monitor: An employee or contractor of TTMS tasked with the discharging of the duties of this agreement.
- (7) First Nation: Aamjiwnaang First Nation.
- (8) Provisional Invoice: An invoice, including the original copies of receipts, submitted by the Monitor to TTMS.
- (9) The Corporation of the Township of Southwold, its affiliates, subsidiaries, or any related parties.
- (10) Notes: Recorded observations of the Monitor.
- (11) Work: The process of bringing the Project to fruition.
- (12) Project: The economic exploitation of a Site.
- (13) Site: A known archeological site.
- (14) Site Manager: Person, or persons, selected by the Proponent occupying the position of Site Manager.

1.3 Operations of the Monitor

- (1) TTMS shall appoint a Monitor to observe the Work at the Site.
- (2) The Proponent shall appoint a Site Manager Consultant responsible for the day-to day operations of the Work.
- (3) The Monitor shall take daily written Notes reflecting his or her observations of the Site, and the Work, in a format agreed upon by AAMJ and TTMS.
- (4) Neither the Proponent, or its agents, shall interfere in the recording, transcription, or other note-taking functions of the Monitor.
- (5) Any notes taken by the Monitor or TTMS staff are the property of AAMJ unless otherwise and specifically noted on the note-taking instrument by the Monitor.
- (6) The Monitor shall submit a daily report, including the content of the notes, to TTMS.
- (7) In the event that Artifacts are found, the Proponent shall halt works that might, in the Proponent's or Monitor's contemplation, damage the Artifact.
- (8) The Proponent shall halt Work that is, in the opinion of the Monitor, conducted in a fashion that violates the cultural views and practices of AAMJ.
- (9) In the event that the Proponent hires an Archeologist for Work on the Site, the Archeologist shall ensure that the Monitor's reasonable suggestions and concerns are considered and implemented.
 - i. For greater clarify, the term "reasonable" in section 1.3(5) above refers to the Best Practices of the Industry and the standards and values of AAMJ.
 - ii. Nothing in section 1.35(5) removes the Proponent's obligation to respect the duty outlined in section 1.35(7).

- (10) The Monitor shall act in accordance with the Heritage Act and MCTS Guidelines.
 - i. Notwithstanding clause 1.3(4) above, nothing in this agreement derogates from the right of AAMJ, the Monitor, or TTMS, to preserve any Artifacts found at the Site for the benefit of AAMJ.

1.4 Site Access

- (1) The Monitor shall have unrestricted access to the Site insofar as it is safe to access and shall follow all reasonable instructions of the Consultant.
- (2) The Proponent shall provide the name and contact information for the Consultant to TTMS and to the Monitor.
- (3) The Proponent shall communicate the time, meeting place, and other information of the Site to TTMS and to the Monitor, in writing, as soon as it is practicable to do so.
- (4) The Proponent waives responsibility for, and control of, TTMS staff present at the Site, and the Monitor and the Proponent is not liable for any acts or omissions of TTMS or the Monitor.
- (5) The monitor shall strictly comply with the best practices governing the cultural resource management industry.

1.5 TTMS warrants that:

- (1) The Monitor has qualifications appropriate to the nature of the Work at the Site, including but not limited to:
 - i. training in environmental or archaeological monitoring and experience;
 - ii. the ability to work with Aboriginal communities to help bridge Aboriginal perspectives with western science, as reasonably determined by TTMS;
 - iii. Safety training relevant to the environmental, climatic,

chemical, and situational challenges of the Site;

- (2) Upon a written request by the Proponent, AAMJ, or TTMS, the Monitor shall provide written evidence of its qualifications to the demanding party within seventy-two (72) hours;
- (3) TTMS shall supply the Monitor with personal protective equipment appropriate to the Site, including but not limited to:
 - i. hard hat,
 - ii. safety boots,
 - iii. safety glasses;
 - iv. a safety vest appropriate;
- (4) TTMS, and the monitor, are wholly independent of AAMJ;
- (5) The Monitor is an independent monitor hired by TTMS and is not an employee, contractor or sub-contractor of either the Proponent or any of its subsidiaries;
- (6) TTMS has liability insurance in the amount of WSIB coverage for the duration of the project and shall provide a certificate of a clearance certificate;
- (7) TTMS shall have provide written reports, summarizing the contents of the notes taken by the Monitor, on a biweekly basis, to the Chief and Council of AAMJ or to their designate.
- (8) TTMS shall act in the best interest of AAMJ at all times during the discharge of its duties under this agreement.

1.6 Payment

- (1) The Proponent shall pay TTMS for the number of hours worked by the Monitor at a rate of \$60.00 per hour.
 - i. For clarity, the Monitor shall record, and the Proponent shall pay the Monitor's rate, for works done within a 6 (six) minute increment.

- (2) The Proponent shall reimburse TTMS for disbursements, including mileage and meals, in accordance with the Canada Treasury Board guidelines, over and above the hourly rate noted above, to a combined maximum of \$150.00 per day.
 - i. Notwithstanding section 1.5(2), the Proponent shall reimburse mileage and meals whose value exceeds the combined maximum of \$150.00 per day provided that the Monitor has obtained the consent of the Proponent to exceed these values.
 - ii. Mileage rate at \$0.58 per kilometer from the monitor residence to the project site and return to monitors residence.
 - iii. A monitor will be paid a minimum of 3 hours and mileage for each day they are dispatched to project site by Proponent or Archeological team.
- (3) The Proponent shall reimburse TTMS for the cost of accommodation only upon the express written agreement of TTMS, the Proponent, and the Monitor.
- (4) The Monitor and TTMS shall keep any and all receipts related to mileage, meals, or other disbursements for a period of six days.
- (5) The Monitor shall submit a Provisional Invoice to TTMS on a weekly basis.
- (6) TTMS shall submit an Approved Invoice to the Proponent within five business days of having received the Provisional Invoice including;
- (7) Proponent shall pay TTMS the undisputed amount(s) of each Approved Invoice within thirty (30) days after receipt.

1.7 Confidentiality

- (1) The parties shall not divulge any information that is communicated to them, or ought reasonably to have been known as, confidential to any other party.
- (2) TTMS shall not communicate, or cause to be communicated, any Traditional Knowledge to the Proponent.

1.8 Reporting Provisions:

- (1) TTMS shall provide weekly reports to AAMJ including digital copies of the Monitor's notes;
- (2) TTMS shall follow, to the best of its abilities, the requests of AAMJ regarding the content, formatting, and transmission of its reports.

1.9 Dispute Resolution

- (1) In the event of a dispute regarding any of the terms of this agreement, the Proponent shall halt Work at the Site.
- (2) In the event of a dispute regarding any of the terms of this agreement, the interpretation of contract shall be referred to an independent mediator.
 - i. Should the dispute involve AAMJ and TTMS, AAMJ and TTMS shall jointly bear the cost of the mediation;
 - ii. Should the dispute involve TTMS and the Proponent, the Proponent shall bear the cost of the mediation;
- (3) Should the parties not reach an agreement within 30 (thirty) days; an arbitrator shall be appointed.
- (4) The disputing parties shall jointly bear the cost of the Arbitration.

1.10 General

- (1) Non-Derogation (Section 35 and otherwise): Nothing in this Agreement will be construed as abrogating, limiting or derogating in any way from Aamjiwnaang First Nation's constitutionally protected Aboriginal and Treaty rights. For greater certainty, this Agreement is not intended and shall not be construed to, define, suspend, limit, deny, derogate or abrogate any Aboriginal rights or title of AFN which may exist or be acquired in the future within the meaning of sections 25 and 35 of the Constitution Act, 1982, or of any other Act of Parliament or the Legislature.
- (2) Notice: Any communication to be given in connection with this Agreement shall be in writing and may be by personal delivery, electronic means, or by registered mail addressed to the recipient as follows:

The Proponent The Corporation of the Township of Southwold

Peter Kavcic, P.Eng. (development@southwold.ca)
Director of Infrastructure and Development Services
The Corporation of the Township of Southwold
35663 Fingal Line
Fingal ON N0L 1K0

Wanda Maness(ttms.maness@gmail.com)
Tri-tribal Monitoring Services (TTMS)
1106 Tashmoo Ave
Sarnia ON N7T 7H5

Cathleen O'Brien (cobrien@aamjiwnaang.ca)
Aamjiwnaang First Nation
978 Tashmoo Ave
Sarnia ON N7T 7H5

- (3) Gender: Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise.
- (4) Governing Law: This agreement is bound by the laws of the Province of Ontario and the laws of Canada.
- (5) **FULL AGREEMENT**: constitutes the entire contract between Seller and Buyer concerning its subject matter and supersedes all previous proposals, offers and other communications with respect hereto. Any changes or contrary or additional conditions proposed by Seller are hereby rejected, unless expressly stated in the Subcontract or incorporated by a change order. Seller shall make no changes in this Subcontract without Buyer's written consent. Buyer reserves the right to alter Subcontract quantities and specifications at any time. If changes initiated by Buyer affect price or delivery, Seller shall give immediate written notice to Buyer of the effect of such changes. Buyer and Seller shall agree to any price change not covered by a previously established price agreement, before it becomes effective. Seller shall conduct all operations in Seller's own name as an independent contractor and not in the name of, or as agent for, Buyer
- (6) **COMPETENCY**: All services shall be performed in a competent manner and shall reflect the Parties' best professional knowledge, judgment and accepted industry practice. Nothing herein shall exclude or limit any warranties implied by law.
- (7) **INDEMNIFICATION**: The parties of this Agreement shall hold each other harmless from and against any and all liability, claims, demands, damages, fees, fines, expenses, and costs of every kind and nature for injury to, or death of, any and all persons (including, without limitation, employees or representatives of the Parties or of any subcontractor, or any other person or persons) and for damage to, or destruction or loss, consequential or otherwise, of any and all property, real or personal (including without limitation, property of the Parties, or of the Proponent or of any subcontractor, or of any

other person or persons), resulting from or in any manner arising out of or in connection with the performance of the Work.

- i. Excluded from this paragraph are only those injuries to (or deaths of) persons and damage to or destruction or loss of property arising from the negligence or willful misconduct of the Buyer, its employees or representatives.

(8) SEVERANCE: In the event that any of the provisions, portions, or applications of this Subcontract are held to be unenforceable or invalid by court of competent jurisdiction, the parties shall negotiate an equitable adjustment in the provisions of this Subcontract with a view toward effecting the purpose of this Agreement. The validity and enforceability of the remaining provisions, portions, or applications shall not be affected.

Signature
Lisa Higgs
The Corporation of the Township of
Southwold
CAO/Clerk

Date

Signature
TTMS
Wanda Maness
CEO

Date

Signature
Grant Jones
The Corporation of the Township of
Southwold
Mayor

Date

ARCHAEOLOGY FIELD LIAISON AGREEMENT
(the “Agreement”)

BETWEEN:

**The Chippewas of the Thames First Nation
(COTTFN)**

And

**The Corporation of the Township of Southwold
(the “Proponent/Consultant”)**

(Collectively (the “Parties”)

RECITALS

WHEREAS The Corporation of the Township of Southwold, (“the Proponent) is an Ontario municipality, interested in building a municipal wastewater treatment facility across COTTFN territory (the “Project”);

AND WHEREAS the Proponent/Consultant is required to undertake an archeological assessment in connection with building a municipal wastewater treatment facility (the “Project”) which is located within the Treaty and traditional territory of the Chippewas of the Thames First Nation;

AND WHEREAS COTTFN, as part of the Anishinaabeg Nation, has maintained a self-sufficient government with a sustainable economy, distinctive language, powerful spirituality and rich culture within a defined territory that pre-dates the establishment of Canada;

AND WHEREAS COTTFN has inherent, aboriginal and treaty rights; they are connected to the land and committed to the conservation of their resources so future generations can share the same connections;

NOW THEREFORE in consideration of the mutual covenants contained herein, it is understood and agreed as follows:

1.0 PURPOSE OF AGREEMENT

1.1 The Parties acknowledge Archaeological Field Liaisons (singularly “AFL” or plural “AFLs”) from COTTFN are required to participate in the fieldwork associated with the Project to enable COTTFN to provide timely and meaningful comment on the Project.

2.0 TERM

- 2.1 This agreement shall commence on the execution date of this Agreement and shall remain in full force and effect until Project completion unless otherwise agreed to by the Parties. In the event both Parties agree to terminate the contract prior to the date set out herein, such agreement shall set out the new earlier termination date in writing and shall be signed by both Parties.

3.0 QUALIFICATIONS / SERVICES

- 3.1 Unless otherwise agreed, two AFLs will be required on location whenever fieldwork in connection with the Project is taking place within COTTFN's Treaty and Traditional Territory.

- 3.2 The AFLs will ensure that COTTFN's perspectives and priorities are considered and COTTFN is able to provide timely and meaningful comment on the Project.

- 3.3 All AFLs for COTTFN engaged in fieldwork on the Project will have the following qualifications:

- training in archaeological field monitoring and certification through the Indigenous Monitoring Training Program; and
- the ability to travel to, from and between job sites as needed.

- 3.4 The AFLs will provide natural heritage and archeological monitoring services in regard to activities associated with the Project and further will:

- attend and participate in any training and/or safety briefings related to the Project;
- follow the instructions and direction of the Proponent/Consultant and/or its agents conducting the archaeological field work;
- Identify critical activities, timing and issues arising from fieldwork;
- Provide feedback from COTTFN and liaise with COTTFN members as appropriate;
- Maintain a daily activity log summarizing work completed and complete time sheets for approval on a daily basis; and
- Prepare reports as requested by COTTFN.

- 3.5 AFLs will be responsible for their own personal protective equipment ("PPE"), such as hard hats, safety boots, safety gloves and safety vests.

- 3.6 To the extent equipment, apart from PPE is required or necessary to conduct the fieldwork, such as fire-retardant protective clothing, the Proponent/Consultant shall provide same for use by the AFLs to enable them to perform their duties under this Agreement.

4.0 FEES

- 4.1 The Proponent/Consultant agrees to pay COTTFN for the AFL services provided in accordance with the following terms:

- A rate of \$50.00 per hour worked for each AFL. Hours shall include return travel time between the site of the fieldwork and the COTTFN Administration Building located at 320 Chippewa Road, Muncey, ON N0L 1Y0.
- A minimum of 3 hours will be billed for each monitor called out.
- A rate of \$75.00 per hour for any work exceeding eight hours per day and/or forty hours per week.
- A rate of \$100.00 per hour where the AFL is required to work on any of the following holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Indigenous Solidarity Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.
- Where fieldwork is cancelled within 3 hours of the scheduled start time, a minimum of three hours shall be paid.

5.0 REIMBURSEMENT OF EXPENSES

- 5.1 The Proponent/Consultant will reimburse COTTFN the following expenses:

- a) Mileage incurred by the AFL's at a rate of 52.5 cents per kilometer in accordance with the *Wiindmaagewin Fee Schedule*. The COTTFN Administrative Building will be identified as the point of departure from and return to the work site.
- b) A meal allowance of \$80.05/day where overnight accommodation is required or agreed to.
- c) Where travel to the job site is in excess of 90 minutes or the Parties otherwise agree that overnight accommodation is required, the Proponent/Consultant shall provide overnight accommodation for the AFL's.

- 5.2 COTTFN will provide to the Proponent/Consultant, invoices at intervals agreed to. Invoices will identify in reasonable detail time worked provide a listing of reimbursable expenses.
- 5.3 An additional 15% fee shall be applied by COTTFN to the total amount of the invoice to cover the costs associated with administering the AFL contract.
- 5.4 Payment of invoices to COTTFN by the Proponent/Consultant shall be due immediately upon receipt of the invoice. Invoices not paid within 30 days shall bear interest at a rate of 8%.
- 5.5 All invoices from the COTTFN will identify the name and location of the Project(s) where the fieldwork was conducted and shall be submitted via regular mail or, if agreed, email to the following address:

Email address: development@southwold.ca
Attention: Peter Kavcic, P.Eng.
The Corporation of the Township of Southwold
35663 Fingal Line, Fingal ON, N0L 1K0

6.0 NOT EMPLOYEES

- 6.1 AFLs are not employees, contractors, or sub-contractors of the Proponent/Consultant.

7.0 AGENCY

- 7.1 This Agreement does not establish either party hereto as the agent or legal representative of the other, for any purpose whatsoever. Neither party to this Agreement is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other and neither party shall represent itself to be the agent or legal representative of the other.

8.0 INDEMNIFICATION AND INSURANCE

- 8.1 Each Party shall indemnify, defend and hold harmless the other from and against all reasonable claims, losses, damages, costs, expenses, actions and other proceedings, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of a Party, its employees or agents in the performance of their duties under this Agreement.

9.0 REPRESENTATIONS AND WARRANTIES OF PROPONENT/CONSULTANT

- 9.1 The Proponent/Consultant represents and warrants that it has all permits, licences, certifications and other authorizations required for the lawful operation of its business.
- 9.2 COTTFN represents and warrants that it shall maintain and provide proof of Workplace Safety and Insurance Board coverage for any AFL working on the Project and further, it shall be responsible for all other applicable withholding and source deductions required by law for the AFLs assigned to the Project.

10.0 CONTACTS FOR FIELDWORK

- 10.1 The Proponent/Consultant's Contact for Fieldwork will be responsible for coordinating site meeting locations and schedules through COTTFN's duly appointed Consultation Coordinator or, when necessary, directly with the AFLs themselves.

The Proponent/Consultant's Fieldwork contact is:

Liam Brown from TMHC
lbrown@tmhc.ca
519-282-0095

The COTTFN Consultation Coordinator is:

Fallon Burch, Consultation Coordinator
Chippewa of the Thames First Nation
320 Chippewa Road, Muncey ON N0L 1Y0
Telephone: (519) 289-5555 Ext 251
Email: fburch@cottfn.com

11.0 MEETINGS

- 11.1 The Authorized Representatives or their agents, from each Party will meet as agreed to discuss fulfillment of the objectives and milestones set forth in this Agreement and to address concerns related to performance of any of the obligations contained herein. In the event concerns are raised, the Parties shall endeavor to collaborate on solutions and to implement same. In the event of a material disagreement which cannot be remedied, the Parties shall follow the dispute resolution procedures set forth in section 13 and 14 of this Agreement.

12.0 PROPRIETARY INFORMATION

- 12.1 Unless otherwise expressly agreed in writing, all data and information including traditional knowledge (COTTFN Intellectual Property (IP)) regarding a party that

becomes known to another party hereto shall be deemed proprietary. The receiving party agrees to hold proprietary data and information in the strictest confidence for a period of three (3) years after the termination of this Agreement. During that period of time, each party agrees it will not use any such proprietary data or disclose any such proprietary data or information to any third party unless:

The disclosure:

- was expressly authorized in writing by the party originally furnishing such data or information
- was required by regulation, court or regulatory order to be disclosed.

The data or information:

- is in the public domain at the time it was disclosed,
- already known without restriction to the party receiving it at the time it was disclosed,
- learned from a third party not in breach of any confidentiality obligations.

12.2 In certain circumstances it is acknowledged that some forms of COTTEN IP is of such a nature that it warrants further or special protection. In this instance, COTTEN will notify the Proponent/Consultant and the Parties will meet to determine measures and/or terms of further agreements for the protection of this IP as appropriate and necessary.

13.0 DEFAULT

13.1 In the event either party fails to perform or breaches any of its material obligation under this Agreement and does not commence corrective action within a reasonable period of time, the other Party may deliver written notice of such default to the defaulting Party specifying:

- the nature of the default; and
- the defaulting Party shall have fourteen (14) days from receipt or deemed receipt of such notice to take action to remedy default, or other such time as the Parties agree is reasonably necessary to remedy the default.

13.2 If the defaulting Party fails to remedy the default within a reasonable time, then either party may refer the issue to a Mediator appointed under the Dispute Resolution provisions.

14.0 DISPUTE RESOLUTION

- 14.1 Parties shall attempt to resolve any matter in dispute on an amicable basis. In the event resolution is not reached within 45 days of the written notice of the dispute, such matter may be referred to a mediator appointed on mutual agreement of the Parties.

15.0 AUTHORIZED REPRESENTATIVES

- 15.1 The Proponent/Consultant confirms that [Name], [Position] of the Proponent/Consultant, will act as principal contact and has been duly authorized to represent and conduct discussions and negotiations on behalf of the Proponent/Consultant with respect to this Agreement, including executing this Agreement.

Contact:

The COTTfN confirms that Rochelle Smith is the principle representative of COTTfN to represent and conduct discussions and negotiations on behalf of COTTfN with respect to this Agreement and is authorized to execute this Agreement.

Contact: Rochelle Smith
Position: Events and Promotions Coordinator
Chippewas of the Thames First Nation
320 Chippewa Road, Muncney ON
rsmith@cottfn.com
(519) 289-5555 ext.

16.0 NOTICE

- 16.1 Any notices, requests, demands or other communications required or permitted under this Agreement shall be made in writing and delivered by, fax, registered or ordinary mail, or hand delivered to the Authorized Representative of the other Party.

17.0 GOVERNING LAWS

- 17.1 This Agreement shall be governed in accordance with the laws of the jurisdiction where the majority of the services are performed. Parties will observe and comply with all applicable laws.

18.0 ENTIRE AGREEMENT

18.1 This Agreement constitutes the entire agreement between the Parties relating to the Project and supersedes all prior agreements between them and no other terms, conditions or warranties, express or implied, shall form a part hereof.

19.0 AMENDMENTS

19.1 This Agreement may be amended only by written instrument signed by both Parties.

20.0 NO CONSULTATION

20.1 Fieldwork performed by the AFLs under this Agreement does not constitute consultation with the COTTfN on the Project or satisfy the Crown's duty to consult with COTTfN as otherwise required by law.

21.0 PUBLICITY AND NEWS RELEASE

21.1 Any news release, public announcement, advertisement, or publicity proposed to be released in connection with this Agreement or the Project shall be subject to written agreement by authorized representatives of both Parties.

22.0 COUNTERPARTS

22.1 This Agreement may be executed by the Parties in counterparts and may be delivered by facsimile or scanned electronic mail, each of which when delivered will be deemed an original and all of which will constitute one and the same document.

Signed this _____ day of _____, 2022.

Authorized Signatory on behalf of
The Corporation of the Township of Southwold

Lisa Higgs
CAO/Clerk
The Corporation of the Township of Southwold

Authorized Signature on behalf of
Chippewas of the Thames First Nation

Rochelle Smith
Events & Promotions Coordinator
Chippewas of the Thames First Nation

Authorized Signatory on behalf of
The Corporation of the Township of Southwold

Grant Jones
Mayor
The Corporation of the Township of Southwold

AGREEMENT FOR ARCHAEOLOGICAL MONITORING SERVICES

This agreement dated the 4th day of May, 2022

BETWEEN

The Corporation of the Township of Southwold

AND

Caldwell First Nation (CONTRACTOR)

14 Orange St., Leamington, ON N8H 1P5

519-322-1766

Melody Watson, Senior Management Team

Melody.watson@caldwellfirstnation.ca

Caldwell First Nation (hereinafter Contractor) hereby enters into a contract with the Corporation of the Township of Southwold with respect to the project known as the Project, New Tertiary Membrane Wastewater Treatment Plant in Shedden – Stage 2 Archaeological Assessment and in order to furnish these services, the Consultant requires the Contractor to deliver certain services, **monitoring of Archaeological Assessment** and the Contractor warrants to provide the Services on the following terms and conditions:

1. **Services:** Contractor will provide the Services as further detailed on the attached Schedule "A"- Services, and "B" - Rate of Remuneration. In performing the Services, Contractor will exercise the standard of services at the time and location where the Services are performed.
2. **Fees:** Consultant shall pay Contractor a fee, calculated on a time basis, for the services described as such in Schedule "A". Fees shall be computed on the basis of hourly billing rates as included in Schedule "B". No other charges, fees or consideration are due outside these fees and expenses.
3. **Payment:** Contractor shall invoice monthly, or at intervals otherwise agreed to during the term of this Agreement. Such invoices shall include dates and time worked by Contractor to deliver the Services and pre-approved expense claims, supported by original receipts. Contractor shall be paid within 30 business days from the date properly submitted invoices are received.
4. **Indemnification and Insurance:** Contractor shall indemnify and save Consultant from and against all claims, losses, damages, costs, expenses, actions and other proceedings, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful negligent act, omission or delay on the part of Contractor, its employees or agents in performing the Services or as a result of the Services. If requested the contractor shall provide proof of certification or insurance as detailed on Schedule "A" prior to delivering the Services.
5. **Confidentiality:** For the purposes of this Agreement, the term "Confidential Information" mean all information in whatever form, including without limitation, oral and written communications, reports, sketches, photographs, specifications, correspondence, and another other forms of documents and

information that are indirectly or directly conceived, mitigated, prepared or received by Contractor as a result of the performance of the Services, except information falling into any of the following categories:

- a. Information that at the time of disclosure or acquisition is already known to Contractor and was not acquired under any obligation of confidentiality or as a result of any work performed, directly or indirectly for Consultant;
- b. Information that at the time of disclosure or acquisition is or thereafter becomes part of the public domain through no act or failure to act on the part of Contractor or on the part of any third party under an obligation of confidentiality with respect to the information; or
- c. Information that is disclosed, either directly or indirectly to Contractor via a third party who did not acquire the information from (Consultant) or under an obligation of confidentiality.
- d. Contractor shall refrain from directly or indirectly using or drawing upon the confidential information for any purpose, commercial or otherwise, other than the delivery of the Services. This section 5 shall survive for two years after the termination of this Agreement.

- 6. Nature of Contract: Contractor is an independent contractor and shall not be deemed to be a servant, employee or agent of Consultant. Contractor agrees that this is a contract for the provision of services and no rights, privileges or considerations are due to Contractor outside of the expressly agreed provisions of this Contract. Contractor further acknowledges that it has had the opportunity to obtain independent professional legal, accounting and tax advice in this regard.
- 7. Governing Law: This Agreement shall be governed in accordance with the laws and the jurisdiction where the majority of the Services are provided. Contractor shall observe and comply with all applicable laws.
- 8. Entire Agreement: This Agreement constitutes the sole and entire agreement between the Contractor and Consultant relating to the Project and supersedes all prior agreements between them, where written or oral respecting the subject matter hereof and no other terms or conditions or warranties, whether expressed or implied, shall form a part hereof. This Agreement maybe amended only by written instrument signed by both Contractor and Consultant.

Melody Watson, Senior Management Team, Caldwell First Nation

Lisa Higgs, CAO/Clerk, The Corporation of the Township of Southwold

Grant Jones, Mayor, The Corporation of the Township of Southwold

Schedule A: Services

Attached to and forming part of the Agreement Between:

Caldwell First Nation (here in after called the "Contractor")

and

The Township of Southwold, Elgin County (here in after called the "Consultant")

Effective: May 4, 2022

This Attachment details the Services, Fees, Pre-qualifications and additional attachments forming part of the above described Agreement.

Services:

To provide natural heritage and archeological monitoring services to (Consultant) in regard to activities associated with the Project. This agreement is terminable on 30-day(s) notice to (Contractor) by (Consultant)

In connection with the delivery of the Services, the Contractor shall:

- Follow all Health & Safety protocols in place with respect to the Project. The Services, the site where the Contractor is providing Services, and attend and participate **in** any training requirements related to the Services or the Project. Failure to do so shall result in immediate termination of this agreement:
- Follow crew leader's direction with respect to delivery of the Services on the Project site:
- Participate in any required liaison with community members or clients. As deemed suitable by The Township of Southwold, Elgin County
- Obtain input, advice and guidance from environmental resource specialists (where applicable):
Advise the crew leader or other appointed (Consultant) liaison regarding timing of critical activities requiring monitoring:
- Establish and maintain a daily agenda of hours worked and a summary of work completed; and
- If required at the request of the crew lead or other Township of Southwold, Elgin County representative, prepare a summary report at the conclusion of a project that summarizes the activities in relation to the above environmental requirements

(here in after called the 'services')

Fees:

Unless otherwise authorized by the Township of Southwold, Elgin County the above work and associated deliverables will be completed by Contractor for the following fees (excluding HST):

Rate	See Schedule "B"
Mileage	See Schedule "B"

Pre-Qualification Requirements:

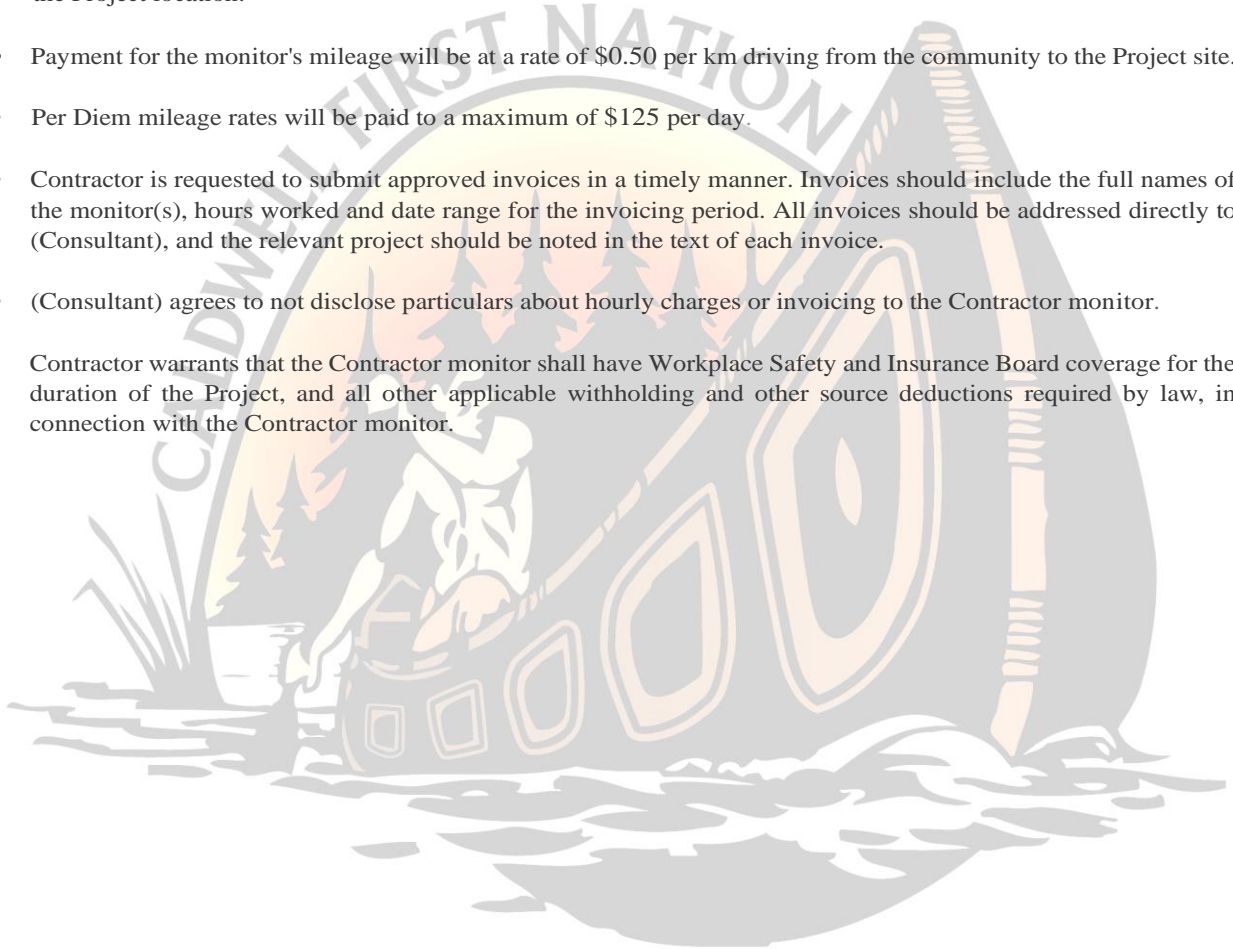
Valid driver's licenses

Proof of vehicle insurance

Other client-specific requirements listed below: See Schedule "B"

Schedule B: Rate of Remuneration

- Payment will be based on actual time and expenses to complete the scope of services to a pre-approved up set limit of \$50.00 (excluding HST). The upset limit fee assumes 4 hours of on-site monitoring plus mileage (to and from the site). The upset limit fee shall not be exceeded without prior authorization from the Consultant. Additional services authorized by the Consultant, not included in the fee, will be paid according to the rates below.
- Payment will be based on a maximum rate of \$50.00 per hour for the Contractor monitor, as and when requested by the Township of Southwold, Elgin County or its designate, which is inclusive of any and all fees, deductions or other mark-ups, excluding HST if applicable.
- Each Contractor monitor will bill a minimum of four (4) hours for each day they are dispatched by (Consultant) to the Project location.
- Payment for the monitor's mileage will be at a rate of \$0.50 per km driving from the community to the Project site.
- Per Diem mileage rates will be paid to a maximum of \$125 per day.
- Contractor is requested to submit approved invoices in a timely manner. Invoices should include the full names of the monitor(s), hours worked and date range for the invoicing period. All invoices should be addressed directly to (Consultant), and the relevant project should be noted in the text of each invoice.
- (Consultant) agrees to not disclose particulars about hourly charges or invoicing to the Contractor monitor.
- Contractor warrants that the Contractor monitor shall have Workplace Safety and Insurance Board coverage for the duration of the Project, and all other applicable withholding and other source deductions required by law, in connection with the Contractor monitor.





TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: May 9, 2022

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

REPORT NO: FIN 2022-14

SUBJECT MATTER: Fire Shared Services Agreement Addendum

Recommendation:

THAT Council approve By-law #2022-42 Addendum to the Fire Chief Shared Service Agreement with the Municipality of West Elgin.

Purpose:

To include an addendum to the Fire Chief Shared Service Agreement to include the services of the Fire Services Coordinator.

Background:

The Township entered into a Shared Service Agreement with the Municipality of West Elgin in June 2020 for Fire Chief Services. Since that time the Township has added a Fire Services Coordinator position in the spring of 2022 to the Township Fire Service. The Municipality of West Elgin also wishes to utilize this position for the administration of the West Elgin Fire Department.

Comments/Analysis:

During planning for the Fire Services Coordinator position and recruitment, there was discussion with the Municipality of West Elgin to also utilize this position. The proposed Addendum to the Fire Chief Shared Services Agreement formally recognizes that the Fire Service Coordinator will provide service to both Southwold and West Elgin subject to the same provisions as the Fire Chief Shared Services Agreement. It was determined that including this provision as an addendum to the existing Fire Chief Shared Services Agreement would keep the terms and provisions for the complete service together in one document for easier administration and reference.

The Municipality of West Elgin administration has also reviewed this addendum and indicated it would be taken to the May 12, 2022 Council meeting for approval.

Financial Implications:

None. The provisions in the Addendum provide that the Municipality of West Elgin fully contributes to the costs associated with provision of Fire Service to the West Elgin Fire Department.

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: May 9th 2022

PREPARED BY: Corey Pemberton, Director of Building and Community Services

REPORT NO: CBO-2022-07

SUBJECT MATTER: Activity Report April 1st to April 30th 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	Waiting for quote

2022		
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Keystone Complex		
Epoxy Flooring	27000.00	Completed

Comments/Analysis: . See attached permit comparison report Schedule A CBO 2022-07 for comparison report.

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.
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- ☐ 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:
Corey Pemberton,
Director of Building and
Community Services
"Submitted electronically"

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

 TOWNSHIP OF Southwold				Township of Southwold			
				Permit Comparison Summary			
				Issued For Period January - April			
PREVIOUS YEAR				CURRENT YEAR			
PERMIT CATEGORY	PERMIT COUNT	FEE	COST OF CONSTRUCTION	PERMIT CATEGORY	PERMIT COUNT	FEE	COST OF CONSTRUCTION
Accessory structures	8	2,230	232,000	Agricultural	7	12,556	2,911,969
Agricultural	9	18,595	3,607,500	Demolition	3	450	32,000
Demolition	3	300	17,001	Institutional building	2	5,431	2,767,900
Plumbing	1	150	4,000	Plumbing	5	600	32,000
Residential building	35	76,823	15,773,040	Residential building	46	108,745	28,247,712
Sewage system	8	3,900	168,500	Sewage system	8	3,600	120,000
Miscellaneous	4	517		Accessory structures	6	1,899	223,400
Pools	5	750	241,000	Pools	3	450	140,000
				Miscellaneous	1	150	1,000
TOTAL	73	103,265	20,043,041	TOTAL	81	133,881	34,475,981

PREVIOUS YEAR				CURRENT YEAR			
TOTAL PERMIT ISSUED		73			81		
TOTAL DWELLING UNITS CREATED		29			39		
TOTAL PERMIT VALUE		20,043,041			34,475,981		
TOTAL PERMIT FEE		103,265			133,881		
TOTAL INSPECTION COMPLETED(YTD)		614			837		

YTD (April 2021 TO April 2022)							
PREVIOUS YEAR				CURRENT YEAR			
2021	PERMIT COUNT	FEE	COST OF CONSTRUCTION	2022	PERMIT COUNT	FEE	COST OF CONSTRUCTION
Accessory structures	3	791.45	42,500	Agricultural	1	6,550	800,000
Demolition	1	0	10,000	Residential building	10	35,859	8,163,250
Residential building	12	26584.5	5,160,140	Sewage system	4	1,700	75,000
(blank)	0	0	-	(blank)	0	-	-
Pools	3	450	66,000	Pools	1	150	80,000
Sewage system	5	2400	114,500	Accessory structures	4	1,207	214,000
Agricultural	3	6039.4	1,905,000	Institutional building	1	150	10,000
Miscellaneous	1	216.85	4,000	Plumbing	3	300	28,500
TOTAL	28	36,482	7,302,140	TOTAL	24	45,916	9,370,750



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: May 9th, 2022

PREPARED BY: Lisa Higgs, CAO/Clerk

REPORT NO: CAO 2022-23

SUBJECT MATTER: Activity Report for CAO/Clerk April 2022

Recommendation(s):

None – For Council Information.

Purpose:

The update Council on the CAO/Clerk Activities for April 2022.

Background:

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

April 1, 2022	Elgin County Emergency Operations Centre – Control Group Meeting
April 5, 2022	WHMIS/Book 7 Training
April 6, 2022	Waste Collection RFP Mtg. With St.Thomas
April 6, 2022	CCHC Board Meeting
April 7, 2022	SWPH Municipal Partners Monthly Meeting
April 7, 2022	Township Public Works Building Project Consultant Mtg.
April 7, 2022	Meeting with Insurer to Discuss Possible Claim
April 8, 2022	Interviews – Records Management Coordinator – Township of Southwold
April 11, 2022	Wedding in Council Chambers
April 11, 2022	Follow-Up Meeting with Insurer to Discuss Possible Claim
April 12, 2022	Southwold Township Control Group Meeting
April 13, 2022	Elgin Administrators Group Meeting
April 13, 2022	Staff Meeting
April 19, 2022	Talbotville Station Technical Advisory Committee Meeting
April 19, 2022	Sr. Mgmt Meeting to Discuss Various Issues
April 20, 2022	Bill 109: More Homes for Everyone Act, 2022 : Technical Overview – Municipal
April 20, 2022	Website Info Planning Meeting
April 24, 2022	Isolations for EMPS Valve Replacements.
April 25, 2022	LF/Records Management Overview

April 26, 2022 Administration Summer Student Interviews
 April 26, 2022 Municipal Asset Naming & Sponsorship Policy Meeting
 April 27, 2022 Staff Meeting
 April 27, 2022 Director of Corporate Services/Treasurer Interviews
 April 28, 2022 Election Review Internal Meeting
 April 28, 2022 Director of Corporate Services/Treasurer Interviews

Report on any outstanding /unresolved concerns, issues:

- Facilitating development in Talbotville
- CUPE Collective Bargaining
- Talbotville Park project
- Recruitment of employees & maternity leave coverage
- 2022 Election Planning

Training Undertaken by Staff:

Annual WHMIS Training

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. Trail completed at Shedden Open Space Park. Trail work being coordinated for Fingal Heritage Park. Additional Trail work being completed in Talbotville Park.

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
"Submitted electronically"



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: May 9th, 2022

PREPARED BY: Lisa Higgs, CAO/Clerk

REPORT NO: CAO 2022-24

SUBJECT MATTER: Municipal Memorial Bench Policy

Recommendation:

THAT Council approves the attached Municipal Memorial Bench Policy:

Purpose:

The purpose of this report is to provide Council with a framework and policy for the implementation of a municipal memorial bench policy and to provide Council with details on the implementation of this program.

Background:

With the development of new parkland in Talbotville, Shedden, and Fingal and the accumulation of many new park assets, coupled with ongoing need to fundraise for these assets, Council reviewed three draft policies in April of 2021 to consider policies as it relates to municipal naming and naming rights, advertising & sponsorship, and memorial benches/trees.

It was determined in 2021 that based on limitations to staff resources, the adoption of these policies should be delayed until there are more staff available to assist with their implementation. A municipal naming policy is forthcoming at the May 23rd meeting and staff are recommending that the advertising and sponsorship policy be tabled in the short term. Staff have reviewed the municipal memorial bench policy and are recommending that this be approved so that staff can move forward with installation of various municipal benches in 2022, which will help to satisfy requests that municipality has been receiving for benches along the Township trails and in Township parks.

Comments:

Across Ontario, many municipalities are facing aging infrastructure, rising operating costs and growth-related costs while at the same time wanting to remain affordable places to live; Southwold is no different. In order to address these challenges, staff are

seeking approval to improve parks revenue through the introduction of a memorial bench or tree program.

The program recommends that individuals in the community can apply for a memorial park bench through an online application form and submit the required fee. The application form will allow for individuals to select their preferred bench location throughout the municipality's parks in Ferndale, Talbotville, Shedden, and Fingal. The price of the park bench includes the municipal cost of the bench, the plaque, the concrete pad, the installation costs and the ongoing maintenance of the asset over its 10 year life cycle. The term of a purchase is 10 years, at which time the purchaser will be contacted to either re-invest for an additional 10 years, or forgo the extension and then the bench will be sold to another party.

Staff has selected a bench and plaque option and has investigated concrete costs. The application form online is under development. For 2022, staff are recommending that we limit the total number of benches to 20 for sale, for the sake of monitoring staff time required for installation and coordination of the program. Staff are recommending that applications will be available online in the coming days with a fall installation recommended.

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.
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Respectfully Submitted by:

Lisa Higgs, CAO/Clerk

Policy Objective

The primary objective of the policy is to provide the parameters and guidelines for citizens to participate in a Memorial Bench Program within the Township's green spaces including parks, facilities, and trails. This policy will provide appropriate oversight and understanding of administration and maintenance responsibilities to preserve the Township's parks.

Purpose

The purpose of the policy is to outline the terms and conditions that allow for the provision of commemorative/memorial park benches for the citizens of Southwold. Such installations are provided at the cost of the individual. Responsibility for maintenance of the items, within specific parameters, is provided by the Township as identified in this policy.

Scope

The policy applies to benches within parks, open spaces, and trails owned and managed by the Township of Southwold. The existing benches constructed and maintained by community groups (i.e. Rosy Rhubarb) do not fall under the parameters of the policies and procedures as identified in this document

General Provisions

To protect park resources, values and the park visitor experience, bench donations shall respect the priorities, purpose and integrity of the Township parks and trails. Park bench donations shall contribute to the visitor experience, increase public enjoyment and preserve the visual character of the park, waterfront and or trail setting.

Limitations to the sites for park benches are provided in recognition of the fact that such installations can interfere with active sport facilities, design parameters, affect the growth habit of trees and interfere with maintenance operations. As a general rule, benches shall not be installed any closer than 75 meters (approx.. 250 feet) to each other.

Items purchased, installed or planted under this policy will become property of the Township.

Term/Agreement:

Benches in an outdoor setting have a reasonable life span of 10 years. The dedicated bench term will be for a period of 10 years. The fee covers the acquisition and installation of the bench, plaque with inscription, and general maintenance and repair during its useful life.

Within this time, the Township will replace the park bench if deemed necessary by the department. The Township will not be responsible for damaged or vandalized plaques. In the event of severe bench vandalism, the plaque will be installed on another bench. The Township reserves the right to relocate the bench if unforeseen circumstances arise due to its location or setting.

Renewal: After initial 10 year term is completed, applicant will have the option to renew for an additional 10 years at the current cost of a new bench

Procedures

The following guidelines and procedures apply when purchasing a Commemorative/Memorial Park Bench:

1) Application Process:

- Citizens wishing to participate in the Commemorative Memorial Park Bench may do so by completing an application form available on-line at the Township of Southwold website.
- Benches: Applications will be received annually between September and April and will be installed beginning in June throughout the summer and fall as weather permits. Township staff will determine the total number of benches to be available each year based on staffing resources and budgetary restraints. For the 2022 season, applications for up to 20 benches will be available until September 2022. Installation for the 2022 season will be in the fall, weather depending.
- Applications that request a Keystone Complex area bench will be reviewed by the Keystone Committee
- Message template is part of the application form;
 - In general, message will not be permitted if it:
 - o Detracts from the image of the Township;
 - o May be considered discriminatory, derogatory or offensive;
- Design specifications and message request will be approved at the discretion of the Township

2) Fees

The donor shall pay in advance the full cost to purchase, supply, deliver and install the bench and plaque including the necessary concrete surface and or installation work required for the bench as agreed upon through the application process.

- Park Memorial/Commemorative Bench with plaque installed at a cost outlined in Schedule 'A'
- Commemorative Tree planted at a cost outlined in Schedule 'A';
- Payment is due at the time application is submitted;

Fees as identified in Schedule 'A' will be included in the Fees for Service By-Law approved by Southwold Township Council. Fees may be updated from time to time.

3) Maintenance

Nothing herein shall prevent the immediate removal of any item deemed by staff to constitute an immediate safety concern. Should the parkland containing benches be altered, the Township shall make its best efforts to relocate within the property. Due to concerns for risk management, maintaining quality and safety of product and installation, substitution of other providers, bench options or do-it-yourself work shall not be permitted.

4) Location Consideration:

While the donor may suggest the proposed location, certain requirements shall apply as noted below. The appropriate member of the Township shall make the final and precise determination of location, with consideration for the criteria below:

- The location does not interfere with any active park facility;
- The location would be considered appropriate in accordance with design criteria related to Crime Prevention Through Environmental Design (CPTED);
- The location does not interfere with approved park design including horticultural or arboricultural components or displays;
- The location does not interfere with maintenance including access for maintenance requirements;
- The location maintains at least a 75 meter separation distance between benches;
- Impacts on other properties are considered including views from surrounding properties.

5) Installation:

The Township shall be responsible for the installation of the commemorative item.

- Benches: Installations are seasonal and are completed as weather and ground conditions permit under the timelines as identified in this policy;
- Installations will be processed in the order received;
- If required, a site visit to determine precise location will be arranged by Township staff with the donor prior to installation;
- The Township understands that the bench may have sentimental value, however, it is not to be considered a memorial or shrine. For that reason, the Township respectfully advises that the placement of flowers, commemorative stones, wreaths, pictures, etc. at the site is not permitted.

Accessibility Requirements

Benches will meet the standards outlined by the Accessibility for Ontarians Disability Act (AODA) and within reason follow County of Elgin Accessible Playground Consultation Document.

Monetary Donation

Nothing in this policy shall limit the ability of any individual, organization or corporation to make a monetary donation to the Township for the purpose of the provision of benches to be utilized at the discretion of the Township or to be held in a reserve for future replacement of benches and trees.

Administration of Policy and Program

The Township CAO and or designate shall implement and ensure compliance with this policy;

This Program Policies and Procedures shall be reviewed from time to time;

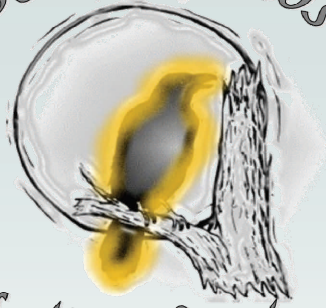
Fees will be reviewed annually during the budget process.

Schedule 'A' –

Fee (including installation)

Parks Signature Memorial/Commemorative Bench	\$2500
--	--------

Bert Duclos



Heritage Services

Bertrand (Bert) Duclos
416-839-1654 ~ bertduclos@bell.net
bertduclosheritage.ca

Cultural Heritage Conservation
Fundamentals for Municipal Heritage Committees

Bert Duclos Heritage Services guides
Dutton Dunwich municipal participants
through the cultural heritage conservation approach in Ontario
and explores the role of municipal heritage committees.

Iona Hall
9075 Iona Road
Iona Station
Dutton Dunwich, Ont.

Tuesday, May 31, 2022

5:00 - 5:15	Welcome & Introductions
5:15 - 6:00	What is Cultural Heritage Value?
6:00 - 7:00	Establishing and Sustaining an Effective Municipal Heritage Committee
7:00 - 7:15	Break
7:15 - 8:45	Inventory, Evaluation and Designation: From Survey to Protection
8:45 - 9:00	Discussion



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2022-35

**Being a By-Law to authorize a Lease Agreement for rental of
lands on Parts of Part 13, Part 14, Part 18, Part 19, Part 23, Part 24 on Part of
Lot 16, Concession South of the North Branch of the Talbot Road, on
Registered Plan 11R-10140**

WHEREAS Section 11(2) of Municipal Act 2001, as amended authorizes a municipality to pass by-laws respecting public assets of the municipality acquired for the purpose of exercising its authority under this or any other Act;

AND WHEREAS Council of the Corporation of the Township of Southwold is desirous of leasing land;

NOW THEREFORE the Council of the Corporation of the Township of Southwold enacts as follows

1. That the Mayor and Clerk are hereby authorized and directed to execute the Lease Agreement (Indenture) between the Township of Southwold, of the First Part, and Hardy Collard of the Second Part, for lease of the said lands approximately 15 acres in size located on Parts of Part 13, Part 14, Part 18, Part 19, Part 23, Part 24 on Part of Lot 16, Concession South of the North Branch of the Talbot Road on Registered Plan 11R 10140 (Parcels 1 and 2) for the term commencing on 10th of May, 2022 and ending on 31st of January, 2023.
2. A copy of the said Lease Agreement is attached hereto as Schedule "A".

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND
FINALLY PASSED THIS 9TH DAY OF MAY, 2022.**

Mayor
Grant Jones

CAO/Clerk
Lisa Higgs

THIS AGREEMENT made in triplicate on this 9th day of May 2022 between:

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

Hereinafter referred to as the "LESSOR"

OF THE FIRST PART:

AND

Name: Hardy Collard
Address: 9539 Mill Road
City/Province: Shedden Ont
Postal Code: N0L 2E0

Hereinafter referred to as the "LESSEE"

OF THE SECOND PART.

Witnesseth that in consideration of the covenants and conditions herein contained, it is agreed by the parties hereto as follows:

1. The LESSEE agrees to perform the work and services set out in the following clauses and Schedule "A" on Parts of Part 13, Part 14, Part 18, Part 19, Part 23, Part 24 on Part of Lot 16, Concession South of the North Branch of the Talbot Road, on Registered Plan 11R-1014, Township of Southwold, County of Elgin.

The land leased to the LESSEE as indicated within and Schedule "A" contains approximately 15 acres and is designed as Parcel 1 and Parcel 2 in Schedule "A".

The total sum of \$2,848.60 due on or before May 10, 2022

3. The LESSEE agrees to operate the fields identified in Parcel 1 and Parcel 2 for the 2022 farming season.

4. This agreement shall commence on the 10th day of May 2022 and terminate on the 31st day of January 2023. Any crops remaining after this date shall become the sole possession of the Township of Southwold.

5. Any notice or other documentation required to be sent to or service on either of the parties may be delivered personally or by registered mail addressed to the LESSEE at:

9539 Mill Rd and

To the Township of Southwold at 35664 Fingal Line, Fingal, ON, N0L 1K0 attention: Lisa Higgs, CAO/Clerk. For day to day direction after the lease agreement is in place, the LESSOR's contact is Peter Kavcic, Director of Infrastructure and Development Services, 519-769-2010.

Any document so delivered or sent by registered mail be deemed properly served and shall be effective from the date of personal delivery or two days after mailing respectively.

6. This agreement shall be binding upon and enure to the benefit of the LESSEE, his successors, heirs and assigns.

IN WITNESS WHEREOF the parties have hereunto affixed their respective corporate seals.

Attested by the hands of their respective officers duly authorized in that behalf on the day of May 9 2022.

SIGNED, SEALED AND DELIVERED in the presence of:

THE CORPORATION OF THE
TOWNSHIP OF SOUTHWOLD

Witnessed: _____

)per _____
Mayor Grant Jones

Witnessed: _____

)per _____
Lisa Higgs, Clerk/CAO

witnessed: Peter Kavcic

per [Signature]

Schedule "A" – Parcels to farm in 2022 season

Parcel 1:



Parcel 2:





THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2022-36

Being a By-law to establish a levy for the year 2022, to adopt tax rates for 2022 and to provide for penalty and interest in default of payment and the collection thereof.

WHEREAS it is necessary for the Council of the Township of Southwold, pursuant to the Municipal Act, 2001, S.O. 2001, c. 25, as amended, to levy a separate tax rate on the assessment in each property class in the local municipality ratable for local municipal purposes;

AND WHEREAS the Council of the Township of Southwold has adopted the budget estimates for the year 2022;

AND WHEREAS the Council of the Corporation of the County of Elgin, pursuant to the Municipal Act, 2001, S.O. 2001, c. 25, as amended, has established the tax ratios for the year for the upper-tier municipality and its lower-tier municipalities;

AND WHEREAS it is necessary for the Council of the Township of Southwold, pursuant to the Municipal Act, 2001, S.O. 2001, c. 25, as amended, to levy the tax rates specified in the upper-tier rating by-law passed for that year and further these tax rates are set out in Schedule "A" to this By-Law;

AND WHEREAS the Province of Ontario has, by regulation, specified certain tax rates for school purposes be levied and further these rates are set out in Schedule "A" to this By-Law;

AND WHEREAS the Municipal Act 2001, S.O. 2001, c. 25, as amended, requires tax adjustments to certain properties within the commercial and industrial assessment classes or subclasses;

NOW THEREFORE the Council of the Corporation of the Township of Southwold enacts as follows:

1. THAT the assessment contained in the assessment roll of the Township of Southwold as made pursuant to Province of Ontario Regulations and dated December 14, 2021 be hereby adopted and confirmed as the assessment on which the rate of taxation for the year 2022 shall be levied.
2. THAT the said assessment roll be hereby adopted and confirmed as the last revised assessment roll for the said Municipality.
3. For the purposes of providing for the Corporation's general municipal purposes, the tax rates set out in Schedule "A" be hereby adopted and levied for the year 2022 upon the whole of the said assessment of the Corporation according to the last revised assessment roll.
4. For the purposes of providing for the County of Elgin general levy, the tax rates set out in the County of Elgin by-law 22-15, as amended, be hereby levied for the year 2022 upon the whole of the said assessment of the Corporation according to the last revised assessment roll.
5. For the purposes of providing for the public and separate school education purposes, the tax rates set out by the Minister of Finance under O. Reg. 400/98, as amended, of the Education Act be hereby levied for the year 2022 upon the respective portions of the said assessment of the School supporters of the Corporation according to the last revised assessment roll.
6. That the Corporation provide for the required tax adjustments under Part IX of the Municipal Act, 2001, S.O. 2001, c. 25, as amended for commercial and industrial properties.
7. All taxes and other special rates shall be paid into the office of the Tax Collector or Treasurer of the Township of Southwold.
8. The said final tax levy shall become due and payable one-half on or before August 31, 2022 and one-half on or before October 31, 2022 and non-payment of the amount, as noted, on the dates stated in accordance with this section shall constitute default.
9. For payments-in-lieu of taxes due to the Township of Southwold, the actual amount due and payable shall be based on the last revised assessment roll and the tax rates for the year 2022.

10. For railway rights-of-way and electrical corridors, taxes due to the Township of Southwold shall be calculated in accordance with the regulations established by the Minister of Finance and shall be based on the last revised assessment roll.
11. On all taxes which are in default on the 1st day following the above-noted due dates, a penalty of 1.25% shall be added and thereafter a penalty of 1.25% per month shall be added on the 1st day of each and every month the default continues.
12. On all taxes in default on January 1, 2023, interest shall be added at the rate of 1.25% per month for each month in which the default continues.
13. Penalties and interest added on all taxes of the final tax levy in default shall become due and payable and shall be collected forthwith as if the same had originally been imposed and formed part of such unpaid tax levy.
14. THAT the Tax Collector shall mail or cause to be mailed to the address of the residence or place of business of the property owner, a notice specifying the amount of taxes payable by each property owner for each property as outlined in Section 343 (6) of the Municipal Act S.O.2001, c.25.
15. THAT the Tax Collector may send a tax bill to the taxpayer electronically in the manner specified by the Treasurer and Tax Collector, if the taxpayer has chosen to receive the tax bill in that manner as outlined in Section 343 (6.1) of the Municipal Act S.O.2001, c.25.
16. THAT the Treasurer and Tax Collector, or designates, are hereby authorized to accept part payment from time to time on account of taxes due and to give a receipt of such part payment, provided that acceptance of any such part payment shall not affect the collection of any percentage charge imposed and collectable under Section 6 in respect of non-payment of any taxes or any class or any instalment thereof.
17. All by-laws inconsistent with the provisions of this by-law are hereby repealed.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND
FINALLY PASSED THIS 9TH DAY OF MAY, 2022.**

Mayor
Grant Jones

CAO/Clerk
Lisa Higgs

Schedule "A" to By-law 2022-36

Property Class		2022 Tax Rates			
		Township	County	Education	Total
Residential	Occupied	0.00524048	0.00635435	0.00153000	0.01312483
Residential	FAD Phase 1	0.00262024	0.00317718	0.00076500	0.00656242
New Multi-residential	Occupied	0.00524048	0.00635435	0.00153000	0.01312483
Multi-residential	Occupied	0.01048044	0.01270807	0.00153000	0.02424835
Multi-residential	FAD Phase 1	0.00524048	0.00635435	0.00076500	0.01312417
Commercial	Occupied	0.00858181	0.01040589	0.00880000	0.02778770
Commercial	Excess Land	0.00858181	0.01040589	0.00880000	0.02778770
Commercial	Vacant Land	0.00858181	0.01040589	0.00880000	0.02778770
Commercial	On-Farm Bus.	0.00214545	0.00260147	0.00220000	0.00694692
Commercial	New Construction	0.00858181	0.01040589	0.00880000	0.02778770
Industrial	Occupied	0.01166059	0.01413907	0.00880000	0.03459966
Industrial	No Support	0.01166059	0.01413907	0.00880000	0.03459966
Industrial	Excess Land	0.01166059	0.01413907	0.00880000	0.03459966
Industrial	Vacant Land	0.01166059	0.01413907	0.00880000	0.03459966
Industrial	On-Farm Bus.	0.00291515	0.00353493	0.00220000	0.00853740
Large Industrial	Occupied	0.01483999	0.01799426	0.00880000	0.04163425
Large Industrial	Excess Land	0.01483999	0.01799426	0.00880000	0.04163425
Landfills	Occupied	0.17504590	0.21225225	0.00880000	0.39609815
Pipelines	Occupied	0.00599825	0.00727319	0.00880000	0.02207144
Farm	Occupied	0.00120531	0.00146151	0.00038250	0.00304932
Managed Forests	Occupied	0.00131012	0.00158859	0.00038250	0.00328121

Property Class		2022 Education Rates for Retained PILs
Residential	Occupied	0.00153000
Residential	FAD Phase I	0.00076500
New Multi-residential	Occupied	0.00153000
Multi-residential	Occupied	0.00153000
Multi-residential	FAD Phase 1	0.00076500
Commercial	Occupied	0.00980000
Commercial	Excess Land	0.00980000
Commercial	Vacant Land	0.00980000
Commercial	On-Farm Bus.	0.00980000
Commercial	New Construction	0.00245000
Industrial	Occupied	0.01250000
Industrial	No Support	0.01250000
Industrial	Excess Land	0.01250000
Industrial	Vacant Land	0.01250000
Industrial	On-Farm Bus.	0.00312500
Large Industrial	Occupied	0.00980000
Large Industrial	Excess Land	0.00980000
Landfills	Occupied	0.23687812
Pipelines	Occupied	0.00980000
Farm	Occupied	0.00038250
Managed Forests	Occupied	0.00038250



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2022-37

Being a By-law to amend By-law No. 2014-38 being a By-law to Establish a Locate Services Policy

WHEREAS the Council of the Township of Southwold, pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, has the powers of a natural person;

AND WHEREAS the Council of the Corporation of the Township of Southwold, pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, has broad authority to provide any service or thing, including, but not limited to, matters pertinent to highways, drainage and public utilities;

AND WHEREAS it is deemed necessary and appropriate to amend By-law 2014-38.

NOW THEREFORE the Council of the Corporation of the Township of Southwold hereby enacts as follows:

1. That By-law No. 2014-28, Schedule "A", General Policies - Section 2 (b) - Public Utility Locates be amended by:
 - a. adding " or vacuum excavation." following the words "...must be determined by hand-digging" in the 2nd last sentence.
 - b. Deleting the last sentence "This locate is valid for 30 days, is not transferable and is not valid outside the located area." and substituting therefore "This locate is valid for 60 days if still visible, is not transferable and is not valid outside of the located area. Once locate becomes not visible, locates shall be requested again."
2. This by-law shall come into force and take effect on the final passing thereof.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND
FINALLY PASSED THIS 9TH DAY OF MAY, 2022.**

Mayor
Grant Jones

CAO/Clerk
Lisa Higgs



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2022-38

Being a by-law to authorize a Fire Dispatch Services Agreement with The Corporation of the Town of Tillsonburg

WHEREAS Pursuant to the provisions of the *Municipal Act*, S.O. 2001, S.O. 2001, c. 25, as amended, the parties have enacted By-laws to authorize an agreement between the parties;

AND WHEREAS The *Fire Protection and Prevention Act*, S.O. 1997, c. 4, as amended, authorizes a municipality to provide and/or receive fire protection services to or from other municipalities;

AND WHEREAS The Town of Tillsonburg operates fire protection services and holds fire protection assets including fire communications personnel and equipment suitable to meet municipal responsibilities required by the *Fire Protection and Prevention Act*, through a fire department situated within the Town of Tillsonburg;

AND WHEREAS The Town of Tillsonburg has agreed to provide such Fire Communications services to the Corporation of the Township of Southwold;

NOW THEREFORE the Council of the Corporation of Township of Southwold hereby 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 Fire Dispatch Services Agreement with the Corporation of the Town of Tillsonburg 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 9TH DAY OF MAY, 2022.**

Mayor
Grant Jones

CAO/Clerk
Lisa Higgs

Fire Dispatch Services Agreement

THIS AGREEMENT made this 9th day of May, 2022

BETWEEN:

THE CORPORATION OF THE TOWN OF TILLSONBURG

(the “**Town of Tillsonburg**”)

-and-

THE TOWNSHIP OF SOUTHWOLD

(the “**Municipality**”)

WHEREAS:

1. Pursuant to the provisions of the *Municipal Act*, S.O. 2001, S.O. 2001, c. 25, as amended, the parties have enacted By-laws to authorize an agreement between the parties;
2. The *Fire Protection and Prevention Act*, S.O. 1997, c. 4, as amended, authorizes a municipality to provide and/or receive fire protection services to or from other municipalities;
3. The Town of Tillsonburg operates fire protection services and holds fire protection assets including fire communications personnel and equipment suitable to meet municipal responsibilities required by the *Fire Protection and Prevention Act*, through a fire department situated within the Town of Tillsonburg;
4. The Town of Tillsonburg has agreed to provide such Fire Communications services to the Municipality

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

Services Provided:

1. The Town of Tillsonburg shall supply fire communications services to the Municipality the particulars of which are as described in Schedule “A” to this agreement. The Municipality shall meet its obligations described in the same Schedule “A”.
2. The fire communications services provided by the Town of Tillsonburg shall comply with the Standard Operating Guidelines, which regulate the operation and maintenance of the Tillsonburg Fire & Rescue Services Fire Communications.

Consideration:

3. The Municipality shall pay fees to the Town of Tillsonburg as described in Schedule “B” to this agreement.

Term:

4. This agreement shall remain effective for a period of five (5) years from the date of signature, unless terminated sooner pursuant to the provisions of this agreement. If not terminated or expressly renewed in writing or supplanted by a succeeding agreement, this agreement shall be deemed to have been automatically renewed for a period of indefinite duration of annual fees to be set in accordance with this Agreement unless and until one of the parties provides written notice of termination as contemplated in this agreement.
5. Notwithstanding the provisions of the preceding paragraph, either of the parties may withdraw from this agreement upon providing six months' written notice to the other party. Any monies owing to the Town of Tillsonburg, and not paid, shall be paid to the Town of Tillsonburg prior to the date of termination.

Service Commencement Date:

6. The Town of Tillsonburg shall provide fire communications services in accordance with this agreement effective on January 01, 2022.

Indemnity and Limitation of Liability:

7. **Indemnity:** Each party (the "**Indemnifying Party**") agrees to indemnify and save the other party (the "**Indemnified Party**") harmless, along with their respective councillors, officers, employees and agents from any liability, action, claim, loss, damage, payment, cost, fine, fine surcharge, recovery or expense, including assessable legal fees arising out of the performance of the Indemnifying Party's obligations under this agreement, save and except in respect of any liability, action, claim, loss, damage, payment, cost, fine, fine surcharge, recovery or expense, including assessable legal fees, directly attributable to, arising from, or caused by the negligence or breach of contractual obligation hereunder by the Indemnified Party.
8. **Force Majeure:** Notwithstanding that set forth in the preceding paragraph, the parties agree that no party or parties shall be held responsible for damages caused by delay or failure to perform its or their undertakings under the terms of the agreement when the delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers which cannot reasonably be foreseen or provided against.
9. **Limitation of Liability:** Notwithstanding any other provision in this contract or any applicable statutory provisions, neither party shall be liable to the other party for special or consequential damages or damages for loss of use arising directly or indirectly from any breach of this contract, fundamental or otherwise, or from any tortious acts or omissions of their respective employees or agents, save and except when such damages or losses are directly attributable to, arise from, or are caused by the breach of contractual obligation, fundamental or otherwise, or from any tortious acts, including negligence, by such party, including its or their respective employees or agents. Without limiting the generality of the foregoing, the parties specifically agree that the Town of Tillsonburg shall not be liable for any damages arising as a result of any injury or damage caused or sustained by personnel, apparatus, or equipment of the fire department of the Municipality while engaged in the provision of fire protection services. Nothing in this provision shall be interpreted to affect or interfere with the right of any of the parties to take action to enforce the terms of this agreement.

10. **Right to Enforcement:** The parties hereto agree that no provision herein, or any part thereof, shall be interpreted or act so as to affect, restrict, prohibit, or interfere with the right of any party hereto, either individually or in combination, to demand or otherwise take action or commence proceedings to enforce the terms of this agreement.
11. **Insurance:** The Municipality shall obtain and maintain throughout the term, including any and all renewal periods, insurance coverage to a minimum of \$5,000,000.00, with a clause naming the Town of Tillsonburg as an additional named insured, against all claims for public liability and property damage which may arise in respect of providing or failing to provide fire dispatch services to the Municipality or from this agreement. The policy shall insure each person, firm or corporation insured hereunder in the same manner and to the same extent as if a separate policy had been issued to each. A certified copy of the insurance shall be delivered to the Town of Tillsonburg's Clerk upon execution of this agreement and copies of any and all renewals shall forthwith be provided to the Town of Tillsonburg. The insurance shall not be cancelled or changed without first giving the Town of Tillsonburg a minimum of 30 days' prior written notice.
12. **Existing Service:** The parties agree the same dispatch system will be used for providing fire dispatch services to the Municipality as are used by and for the Town of Tillsonburg. The Municipality acknowledges and agrees that there is no obligation or requirement of any kind for the Town of Tillsonburg to acquire, use or implement any equipment, technology, information (including mapping data), training, or procedures of any kind whatsoever for the purposes of providing the fire dispatch services under this agreement.
13. **Response to Calls:** The Municipality acknowledges and agrees that nothing in this agreement requires or intends that the Town of Tillsonburg shall physically respond to any call directed or paged to the Municipality's Fire Department and further acknowledges and agrees that the Town of Tillsonburg shall not be responsible for any failure of the Municipality to receive any 911 calls for any reason whatsoever which were directed to Tillsonburg Fire and Rescue and paged by Tillsonburg Fire and Rescue to the Municipality's Fire Department, or for any failure by the Municipality to respond to or to improperly respond to any such 911 calls.
14. **Compliance With Laws and Confidentiality:** The parties undertake and agree that personal information in records delivered to it by the other party will be used for the limited purposes of performing their responsibilities under this agreement. The parties further acknowledge that any personal information obtained from the other party for the agreement will be protected under the terms of their privacy policies and applicable privacy legislation, including the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended.

Amendment:

15. The parties may amend this agreement from time to time by further written memorandum.
16. Should any of the parties wish to amend the terms of this agreement, it shall provide a minimum of thirty days written notice to the other party of the proposed terms of amendment.

Dispute Resolution:

17. In the event that a dispute arises or disputes arise between the parties which cannot be resolved, the parties shall submit the dispute or disputes to arbitration using the procedure set out in the *Municipal Arbitrations Act*, R.S.O. 1990, c. M-48, as amended.
18. In the event that a dispute or disputes is submitted for arbitration, the decision or decisions of the arbitrator shall be final and binding upon the parties to this agreement.
19. In the event that arbitration cannot be conducted using the procedure set out in the *Municipal Arbitrations Act*, the parties shall select a single arbitrator, and in the absence of agreement on an arbitrator, the arbitrator shall be nominated by a justice of the Superior Court of Justice of the Ontario Courts under the procedure set out in the *Arbitration Act*, S.O. 1991, c. 17, as amended.

General Provisions:

20. This agreement is not assignable without the written consent of the parties. Any attempt to assign any of the rights, duties or obligations of this agreement without written consent is void.
21. This agreement shall not be in force, or bind any of the parties, until executed by all the parties named in it.
22. This agreement shall take effect upon its execution by the authorized representative or representatives of the Town of Tillsonburg and the Municipality.
23. Any notice under this agreement shall be sufficiently given by personal delivery or by registered letter, postage prepaid and mailed in a Canadian post office, addressed, in the case of notice to the Town of Tillsonburg, to the municipal offices of the Corporation of the Town of Tillsonburg and, in the case of notice to the Municipality, to the respective municipal office of the Municipality, or to any other address as may be designated in writing by the parties, and the date of receipt of any notice by mailing shall be deemed conclusively to be ten days after the mailing.
24. No change or modification of this agreement (including the schedules to this agreement) shall be valid unless it be in writing and signed by each party.
25. The Town of Tillsonburg and the Municipality agree that no representation, statement or agreement, other than those set out in this agreement, shall be binding upon the parties unless expressed in writing, signed by an authorized representative or by authorized representatives of each and purporting to be expressed in modification of this agreement.
26. The parties agree that each of them shall, upon reasonable written request of the other, do or cause to be done all further lawful acts, deeds and assurances whatever for the better performance of the terms and conditions of this agreement.
27. It is intended that all provisions of this agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this agreement and all other provisions shall remain in full force.
28. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

29. Subject to the restrictions on transfer and assignment, this agreement shall endure to the benefit of and be binding on the parties and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have affixed their Corporate Seals attested by the hands of their proper officers and further this agreement shall be signed in counterpart with the parties named below and a copy of each counterpart shall remain attached to and form part of this agreement.

DATED at Tillsonburg, Ontario, the ____ day of _____, 20__.

**THE CORPORATION OF THE TOWN OF
TILLSONBURG**

I am authorized to bind the corporation.

DATED at Fingal, Ontario, the 9th day of May, 2022.

**THE CORPORATION OF TOWNSHIP OF
SOUTHWOLD**

Name: Grant Jones
Title: Mayor

Name: Lisa Higgs
Title: CAO/Clerk

We have the authority to bind the
Corporation of the Township of Southwold _

SCHEDULE A

The Town of Tillsonburg shall provide the following services and facilities:

1. A 24 hour, seven days a week, 365 days a year answering service, alert paging service and base radio communications dispatch service fully integrated with a Computer Aided Dispatch (CAD) system.
2. A base station manufactured and installed to industry standards complete with the Municipality Fire Department Dispatch frequency. The Town of Tillsonburg shall operate and maintain these services and facilities from two primary public safety communications consoles located in a municipally owned building at 80 Concession Street, East, Tillsonburg. The building shall be equipped with an automatic transfer emergency generator. In the event of system maintenance and/or upgrades, all parties affected shall be granted twenty-four hours prior notification.
3. An emergency (third) backup base station manufactured and installed to industry standards complete with the Municipality Fire Department Dispatch frequency. The Town of Tillsonburg shall operate and maintain these services and facilities from a public safety communications console located in a municipally owned building at 10 Lisgar Ave, Tillsonburg. The building shall be equipped with an automatic transfer emergency generator. In the event of system maintenance and/or upgrades all parties affected shall be granted twenty-four hours prior notification.
4. Answering, alerting and radio communications dispatch equipment shall be staffed continuously by personnel trained to the core competencies outlined in Ontario Fire Service Communicators Standard and the National Fire Protection Association (NFPA) *1061 Standard for Professional Qualifications for Public Safety Telecommunicators*.
5. Transmission of information shall be seamless from when the information is received from the Public Safety Answering Point (PSAP) until the time an emergency is terminated by the Incident Commander and shall be provided in accordance with the time targets specified within NFPA 1221. Seamless is defined to mean without interruption and continuously from the initial call until the satisfactory resolution of the incident.
6. All emergency incident information shall be logged on the CAD system by the communicator and all telecommunications shall be captured on a digital voice recorder. At the completion of the event a detailed incident report shall be collated and forwarded to the Municipality Fire Department via email or other means as arranged between the parties within four hours of termination of command. All audio transmissions shall be recorded from licensed dispatch channels and dedicated phone lines and shall be available to the Municipality Fire Department upon request as arranged between the parties. Recordings shall be made on non-interruptible, non-erasable media. All records including digital voice recordings shall be maintained for a period of two years.
7. Upon the request of the Incident Commander for any additional resources or to relay emergent messaging to other persons, the fire communicator shall relay such requests in a prioritized fashion via telecommunications equipment and shall report confirmation of same to the Incident Commander.
8. Testing of paging system equipment shall be provided as arranged by the parties.

The Municipality Fire Department shall provide the following without cost to the Town of Tillsonburg:

- a. All GIS mapping for its protection area / response zone boundaries.
- b. All radio transmitting and receiving equipment, licensing and maintenance of same external to the boundary of the Town of Tillsonburg.
- c. Routing of Emergency 911 telecommunications from the Public Safety Answering Point (PSAP) and the Central Ambulance Communications Center (CACC) as required to meet the approved fire protection services provided by the Municipality for its fire protection area / response zone boundaries inclusive of all required ANI/ALI, GIS mapping and all site location information so that it is seamlessly transmitted to the Secondary Public Safety Answering Point (SPSAP) serving the Tillsonburg _ Fire Communications Division.
- d. The Municipality agrees that it will at all times indemnify and save harmless the Town of Tillsonburg, its employees, officers, servants, agents and assigns, including the members of the Town of Tillsonburg's Fire and Rescue Services Department, from any and all claims, actions suits or demands for damage or otherwise arising from any errors, modifications or inaccuracies in the CAD Mapping, or from any misuse, misinterpretation or misapplication thereof, whether or not due to the negligence of the Town of Tillsonburg, its employees, officers, servants, agents or assigns.

SCHEDULE B
FEES TO BE PAID BY THE MUNICIPALITY TO THE TOWN OF TILLSONBURG

1. The Fee Structure contained within this agreement is predicated upon the contractual participation of the Municipality for a period of not less than five (5) years starting January 1, 2022.
2. For dispatching, Municipality shall pay to the Town of Tillsonburg, semi-annually, as invoiced by the Town of Tillsonburg, a per capita rate (the “**Rate**”), excluding HST, for the entire Dispatch Area. The Rate applies to all citizens protected by the Municipality’s Fire Department, or under any agreement with other municipal fire departments. For purposes of this agreement, the number of citizens protected by the Municipality’s Fire Department will be the Municipality’s population as determined by the most recent census by Statistics Canada. The Rate payable each year of the Term of this agreement shall be:

2022	\$3.94
2023	\$3.94
2024	\$3.94
2025	\$3.94
2026	\$3.94

3. The Municipality shall be responsible for its proportionate share of future capital costs relating to the Town of Tillsonburg’s provision of fire dispatch services, including (without limitation) in relation to 911 and Next-Generation-911 systems. The Municipality’s proportionate share of such costs shall be calculated as the percentage that the Municipality’s population comprises within the total population served by the Town of Tillsonburg’s fire dispatch services, when such costs are incurred (according to the most recent Statistics Canada census). The per capita contribution payable by the Municipality during the Term of his agreement, to be adjusted by the Town of Tillsonburg on confirmation of on actual costs, is as follows:

2022	\$.25
2023	\$.25
2024	\$.25 (Total proportional 911 infrastructure costs reconciled)
2025	\$.25
2026	\$.25

4. Total annual per capita fees with NG-911 recovery costs over 5 years:

2022	\$3.94 + \$.25 = \$4.19
2023	\$3.94 + \$.25 = \$4.19
2024	\$3.94 + \$.25 = \$4.19
2025	\$3.94 + \$.25 = \$4.19
2026	\$3.94 + \$.25 = \$4.19

Once total repayment of NG-911 infrastructure costs occurs in 2026 the additional \$.25 per capita NG-911 costs will no longer be applied.

5. If the population of the Municipality more than doubles seasonally, based on information deemed reliable by the Town of Tillsonburg acting reasonably, an additional per capita fee on the difference from year-round to seasonal population will be added for the agreed upon months yearly. The Municipality shall provide the Town of Tillsonburg such reasonable information as the Town of Tillsonburg requires to confirm seasonal population changes no later than sixty (60) days prior to the end of each year of the Term or subsequent years following expiry of the Term, if applicable. The per capita rate payable for season population increases in each year of the Term of this agreement shall be:

2022	\$0.69
2023	\$0.72
2024	\$0.75
2025	\$0.78
2026	\$0.81

6. Municipality shall tender payment to the Town of Tillsonburg in semiannual installments, to be invoiced by the Town of Tillsonburg two (2) times in April and August of each year in to the Municipality.
7. The Town of Tillsonburg shall review the population of the Municipality on an annual basis and shall correspondingly increase the total amount owing by the Municipality based on the Seasonal Increase Rate payable in each year. The Municipality shall provide to the Town of Tillsonburg such reasonable information as may be required by the Town of Tillsonburg in order to determine the population on an annual basis.
8. The Municipality shall pay the dispatching fees within thirty days of receipt of the invoice. Interest at the rate of one and one-half percent (1.5%) per month, calculated monthly and payable monthly (effective interest rate of 19.56% per annum), shall accrue on past due accounts.
9. If the agreement continues following expiry of the Term, then the Rate shall be increased by the Town of Tillsonburg for each subsequent year following expiry of the Term at the Town of Tillsonburg’s sole and unfettered discretion, provided that the Town of Tillsonburg gives notice in writing to the Municipality no later than August 31st of each year following expiry of the Term of the increase to the Rate.

Additional Fees

10. The Municipality shall be responsible for all charges and costs billed to the Town of Tillsonburg directly from Bell Canada or other parties which are properly attributable to Municipality. The Town of Tillsonburg shall identify and forward to Municipality invoices with respect to same which shall be paid by the Municipality forthwith upon receipt thereof.
11. The Municipality shall pay any labour costs incurred by the Town of Tillsonburg with respect to any Town of Tillsonburg employees who are summoned to give evidence at any inquest, hearing, court case, etc., associated with the dispatching process set out in this agreement.
12. If the Municipality uses a different radio maintenance vendor from the Town of Tillsonburg’s radio maintenance vendor, then the Municipality shall pay all invoices, charges and costs incurred by the Town of Tillsonburg as a result of failures in the Municipality’s radio equipment.

13. Notwithstanding all of the foregoing, if the Town of Tillsonburg should ever, in the proper provision of the fire dispatch services to the Municipality, be required to make any special expenditures beyond the usual operating expenditures, which expenditures cannot be recovered otherwise, then the Town of Tillsonburg may add such expenditures to the fees provided for in this agreement.



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2022-39

Being a By-law to authorize an Archeological Monitoring Services Agreement with the Aamjiwnaang First Nation and Tri-Tribal Monitoring Services for a New Tertiary Membrane Wastewater Treatment Plant.

WHEREAS The Corporation of the Township of Southwold is an Ontario Corporation;

AND WHEREAS Tri-Tribal Monitoring Services is an Ontario Corporation;

AND WHEREAS Aamjiwnaang First Nation is an Indian Band per Section 2(1) of the *Indian Act*. It asserts Aboriginal rights in the lands over which The Corporation of the Township of Southwold wishes to embark on a project of economic exploitation;

AND WHEREAS Aamjiwnaang First Nation permits The Corporation of the Township of Southwold to undergo this project and has signed a letter of intent to that effect. Aamjiwnaang First Nation does not, however, have the archeological or technical expertise needed to ensure that its rights over the cultural heritage found within its lands are not unduly exploited;

AND WHEREAS The Corporation of the Township of Southwold and the Aamjiwnaang First Nation wishes to be kept informed of any cultural or archeological evidence that may be provided upon the completion of the economic works in question;

NOW THEREFORE the Council of the Corporation of the Township of Southwold hereby 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 Archeological Monitoring Services Agreement with Aamjiwnaang First Nation and Tri-Tribal Monitoring Services 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 9TH DAY OF MAY, 2022.**

Mayor
Grant Jones

CAO/Clerk
Lisa Higgs

ARCHEOLOGICAL MONITORING SERVICES AGREEMENT

The Corporation of the Township of Southwold , TTMS, regarding the New Tertiary Membrane Wastewater Treatment Plant in Shedden - Stage 2 Archaeological Assessment

This agreement, to take effect on _____, explains the relationship between The Corporation of the Township of Southwold, Aamjiwnaang First Nation ("AAMJ") and the Tri-Tribal Monitoring Services ("TTMS") (collectively the "Parties") for archaeological monitoring services for the New Tertiary Membrane Wastewater Treatment Plant in Shedden - Stage 2 Archaeological Assessment

1.1 Recitals

The Corporation of the Township of Southwold is an Ontario Corporation.

Tri-Tribal Monitoring Services is an Ontario Corporation.

Aamjiwnaang First Nation is an Indian Band per Section 2(1) of the *Indian Act*. It asserts Aboriginal rights in the lands over which The Corporation of the Township of Southwold wishes to embark on a project of economic exploitation. (Schedule B)

Aamjiwnaang First Nation permits The Corporation of the Township of Southwold to undergo this project and has signed a letter of intent to that effect. Aamjiwnaang First Nation does not, however, have the archeological or technical expertise needed to ensure that its rights over the cultural heritage found within its lands are not unduly exploited.

TTMS and Aamjiwnaang are subject to a Memorandum of Understanding regarding the provision of cultural monitoring services (Schedule C). The Corporation of the Township of Southwold, Aamjiwnaang First Nation wishes to be kept informed of any cultural or archeological evidence that may be provided upon the completion of the economic works in question.

The parties therefore agree as follows:

1.2 Interpretation Clauses

- (1) Artifacts: The everyday, ceremonial, sacred and funerary objects and ancestral skeletal remains that are, or might conceivably be, of a First Nation.
- (2) Approved Invoice: An invoice in a form approved in writing by TTMS The Corporation of the Township of Southwold. and as included in schedule "D" of this contract.
- (3) Traditional Knowledge: Refers to the knowledge, innovations and practices of Aamjiwnaang First Nation;
- (4) Heritage Act: Ontario Heritage Act. R.S.O. 1990, c. 0.18
- (5) MCTS Guidelines:
- (6) Monitor: An employee or contractor of TTMS tasked with the discharging of the duties of this agreement.
- (7) First Nation: Aamjiwnaang First Nation.
- (8) Provisional Invoice: An invoice, including the original copies of receipts, submitted by the Monitor to TTMS.
- (9) The Corporation of the Township of Southwold, its affiliates, subsidiaries, or any related parties.
- (10) Notes: Recorded observations of the Monitor.
- (11) Work: The process of bringing the Project to fruition.
- (12) Project: The economic exploitation of a Site.
- (13) Site: A known archeological site.
- (14) Site Manager: Person, or persons, selected by the Proponent occupying the position of Site Manager.

1.3 Operations of the Monitor

- (1) TTMS shall appoint a Monitor to observe the Work at the Site.
- (2) The Proponent shall appoint a Site Manager Consultant responsible for the day-to day operations of the Work.
- (3) The Monitor shall take daily written Notes reflecting his or her observations of the Site, and the Work, in a format agreed upon by AAMJ and TTMS.
- (4) Neither the Proponent, or its agents, shall interfere in the recording, transcription, or other note-taking functions of the Monitor.
- (5) Any notes taken by the Monitor or TTMS staff are the property of AAMJ unless otherwise and specifically noted on the note-taking instrument by the Monitor.
- (6) The Monitor shall submit a daily report, including the content of the notes, to TTMS.
- (7) In the event that Artifacts are found, the Proponent shall halt works that might, in the Proponent's or Monitor's contemplation, damage the Artifact.
- (8) The Proponent shall halt Work that is, in the opinion of the Monitor, conducted in a fashion that violates the cultural views and practices of AAMJ.
- (9) In the event that the Proponent hires an Archeologist for Work on the Site, the Archeologist shall ensure that the Monitor's reasonable suggestions and concerns are considered and implemented.
 - i. For greater clarify, the term "reasonable" in section 1.3(5) above refers to the Best Practices of the Industry and the standards and values of AAMJ.
 - ii. Nothing in section 1.35(5) removes the Proponent's obligation to respect the duty outlined in section 1.35(7).

- (10) The Monitor shall act in accordance with the Heritage Act and MCTS Guidelines.
 - i. Notwithstanding clause 1.3(4) above, nothing in this agreement derogates from the right of AAMJ, the Monitor, or TTMS, to preserve any Artifacts found at the Site for the benefit of AAMJ.

1.4 Site Access

- (1) The Monitor shall have unrestricted access to the Site insofar as it is safe to access and shall follow all reasonable instructions of the Consultant.
- (2) The Proponent shall provide the name and contact information for the Consultant to TTMS and to the Monitor.
- (3) The Proponent shall communicate the time, meeting place, and other information of the Site to TTMS and to the Monitor, in writing, as soon as it is practicable to do so.
- (4) The Proponent waives responsibility for, and control of, TTMS staff present at the Site, and the Monitor and the Proponent is not liable for any acts or omissions of TTMS or the Monitor.
- (5) The monitor shall strictly comply with the best practices governing the cultural resource management industry.

1.5 TTMS warrants that:

- (1) The Monitor has qualifications appropriate to the nature of the Work at the Site, including but not limited to:
 - i. training in environmental or archaeological monitoring and experience;
 - ii. the ability to work with Aboriginal communities to help bridge Aboriginal perspectives with western science, as reasonably determined by TTMS;
 - iii. Safety training relevant to the environmental, climatic,

chemical, and situational challenges of the Site;

- (2) Upon a written request by the Proponent, AAMJ, or TTMS, the Monitor shall provide written evidence of its qualifications to the demanding party within seventy-two (72) hours;
- (3) TTMS shall supply the Monitor with personal protective equipment appropriate to the Site, including but not limited to:
 - i. hard hat,
 - ii. safety boots,
 - iii. safety glasses;
 - iv. a safety vest appropriate;
- (4) TTMS, and the monitor, are wholly independent of AAMJ;
- (5) The Monitor is an independent monitor hired by TTMS and is not an employee, contractor or sub-contractor of either the Proponent or any of its subsidiaries;
- (6) TTMS has liability insurance in the amount of WSIB coverage for the duration of the project and shall provide a certificate of a clearance certificate;
- (7) TTMS shall have provide written reports, summarizing the contents of the notes taken by the Monitor, on a biweekly basis, to the Chief and Council of AAMJ or to their designate.
- (8) TTMS shall act in the best interest of AAMJ at all times during the discharge of its duties under this agreement.

1.6 Payment

- (1) The Proponent shall pay TTMS for the number of hours worked by the Monitor at a rate of \$60.00 per hour.
 - i. For clarity, the Monitor shall record, and the Proponent shall pay the Monitor's rate, for works done within a 6 (six) minute increment.

- (2) The Proponent shall reimburse TTMS for disbursements, including mileage and meals, in accordance with the Canada Treasury Board guidelines, over and above the hourly rate noted above, to a combined maximum of \$150.00 per day.
 - i. Notwithstanding section 1.5(2), the Proponent shall reimburse mileage and meals whose value exceeds the combined maximum of \$150.00 per day provided that the Monitor has obtained the consent of the Proponent to exceed these values.
 - ii. Mileage rate at \$0.58 per kilometer from the monitor residence to the project site and return to monitors residence.
 - iii. A monitor will be paid a minimum of 3 hours and mileage for each day they are dispatched to project site by Proponent or Archeological team.
- (3) The Proponent shall reimburse TTMS for the cost of accommodation only upon the express written agreement of TTMS, the Proponent, and the Monitor.
- (4) The Monitor and TTMS shall keep any and all receipts related to mileage, meals, or other disbursements for a period of six days.
- (5) The Monitor shall submit a Provisional Invoice to TTMS on a weekly basis.
- (6) TTMS shall submit an Approved Invoice to the Proponent within five business days of having received the Provisional Invoice including;
- (7) Proponent shall pay TTMS the undisputed amount(s) of each Approved Invoice within thirty (30) days after receipt.

1.7 Confidentiality

- (1) The parties shall not divulge any information that is communicated to them, or ought reasonably to have been known as, confidential to any other party.
- (2) TTMS shall not communicate, or cause to be communicated, any Traditional Knowledge to the Proponent.

1.8 Reporting Provisions:

- (1) TTMS shall provide weekly reports to AAMJ including digital copies of the Monitor's notes;
- (2) TTMS shall follow, to the best of its abilities, the requests of AAMJ regarding the content, formatting, and transmission of its reports.

1.9 Dispute Resolution

- (1) In the event of a dispute regarding any of the terms of this agreement, the Proponent shall halt Work at the Site.
- (2) In the event of a dispute regarding any of the terms of this agreement, the interpretation of contract shall be referred to an independent mediator.
 - i. Should the dispute involve AAMJ and TTMS, AAMJ and TTMS shall jointly bear the cost of the mediation;
 - ii. Should the dispute involve TTMS and the Proponent, the Proponent shall bear the cost of the mediation;
- (3) Should the parties not reach an agreement within 30 (thirty) days; an arbitrator shall be appointed.
- (4) The disputing parties shall jointly bear the cost of the Arbitration.

1.10 General

- (1) Non-Derogation (Section 35 and otherwise): Nothing in this Agreement will be construed as abrogating, limiting or derogating in any way from Aamjiwnaang First Nation's constitutionally protected Aboriginal and Treaty rights. For greater certainty, this Agreement is not intended and shall not be construed to, define, suspend, limit, deny, derogate or abrogate any Aboriginal rights or title of AFN which may exist or be acquired in the future within the meaning of sections 25 and 35 of the Constitution Act, 1982, or of any other Act of Parliament or the Legislature.
- (2) Notice: Any communication to be given in connection with this Agreement shall be in writing and may be by personal delivery, electronic means, or by registered mail addressed to the recipient as follows:

The Proponent The Corporation of the Township of Southwold

Peter Kavcic, P.Eng. (development@southwold.ca)
Director of Infrastructure and Development Services
The Corporation of the Township of Southwold
35663 Fingal Line
Fingal ON N0L 1K0

Wanda Maness(ttms.maness@gmail.com)
Tri-tribal Monitoring Services (TTMS)
1106 Tashmoo Ave
Sarnia ON N7T 7H5

Cathleen O'Brien (cobrien@aamjiwnaang.ca)
Aamjiwnaang First Nation
978 Tashmoo Ave
Sarnia ON N7T 7H5

- (3) Gender: Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise.
- (4) Governing Law: This agreement is bound by the laws of the Province of Ontario and the laws of Canada.
- (5) **FULL AGREEMENT**: constitutes the entire contract between Seller and Buyer concerning its subject matter and supersedes all previous proposals, offers and other communications with respect hereto. Any changes or contrary or additional conditions proposed by Seller are hereby rejected, unless expressly stated in the Subcontract or incorporated by a change order. Seller shall make no changes in this Subcontract without Buyer's written consent. Buyer reserves the right to alter Subcontract quantities and specifications at any time. If changes initiated by Buyer affect price or delivery, Seller shall give immediate written notice to Buyer of the effect of such changes. Buyer and Seller shall agree to any price change not covered by a previously established price agreement, before it becomes effective. Seller shall conduct all operations in Seller's own name as an independent contractor and not in the name of, or as agent for, Buyer
- (6) **COMPETENCY**: All services shall be performed in a competent manner and shall reflect the Parties' best professional knowledge, judgment and accepted industry practice. Nothing herein shall exclude or limit any warranties implied by law.
- (7) **INDEMNIFICATION**: The parties of this Agreement shall hold each other harmless from and against any and all liability, claims, demands, damages, fees, fines, expenses, and costs of every kind and nature for injury to, or death of, any and all persons (including, without limitation, employees or representatives of the Parties or of any subcontractor, or any other person or persons) and for damage to, or destruction or loss, consequential or otherwise, of any and all property, real or personal (including without limitation, property of the Parties, or of the Proponent or of any subcontractor, or of any

other person or persons), resulting from or in any manner arising out of or in connection with the performance of the Work.

- i. Excluded from this paragraph are only those injuries to (or deaths of) persons and damage to or destruction or loss of property arising from the negligence or willful misconduct of the Buyer, its employees or representatives.

(8) SEVERANCE: In the event that any of the provisions, portions, or applications of this Subcontract are held to be unenforceable or invalid by court of competent jurisdiction, the parties shall negotiate an equitable adjustment in the provisions of this Subcontract with a view toward effecting the purpose of this Agreement. The validity and enforceability of the remaining provisions, portions, or applications shall not be affected.

Signature
Lisa Higgs
The Corporation of the Township of
Southwold
CAO/Clerk

Signature
TTMS
Wanda Maness
CEO

Date

Date

Signature
Grant Jones
The Corporation of the Township of
Southwold
Mayor

Date



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2022-40

Being a By-law to authorize an Archaeology Field Liaison Agreement with the Chippewas of the Thames First Nation for a New Tertiary Membrane Wastewater Treatment Plant.

WHEREAS The Corporation of the Township of Southwold, is an Ontario municipality, interested in building a municipal wastewater treatment facility across Chippewas of the Thames First Nation;

AND WHEREAS the Corporation of the Township of Southwold is required to undertake an archeological assessment in connection with building a municipal wastewater treatment facility which is located within the Treaty and traditional territory of the Chippewas of the Thames First Nation;

AND WHEREAS Chippewas of the Thames First Nation, as part of the Anishinaabeg Nation, has maintained a self-sufficient government with a sustainable economy, distinctive language, powerful spirituality and rich culture within a defined territory that pre-dates the establishment of Canada;

AND WHEREAS Chippewas of the Thames First Nation has inherent, aboriginal and treaty rights; they are connected to the land and committed to the conservation of their resources so future generations can share the same connections;

NOW THEREFORE the Council of the Corporation of the Township of Southwold hereby 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 Archaeology Field Liaison Agreement with The Chippewas of the Thames First Nation 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 9TH DAY OF MAY, 2022.**

Mayor
Grant Jones

CAO/Clerk
Lisa Higgs

ARCHAEOLOGY FIELD LIAISON AGREEMENT
(the “Agreement”)

BETWEEN:

**The Chippewas of the Thames First Nation
(COTTFN)**

And

**The Corporation of the Township of Southwold
(the “Proponent/Consultant”)**

(Collectively (the “Parties”)

RECITALS

WHEREAS The Corporation of the Township of Southwold, (“the Proponent) is an Ontario municipality, interested in building a municipal wastewater treatment facility across COTTFN territory (the “Project”);

AND WHEREAS the Proponent/Consultant is required to undertake an archeological assessment in connection with building a municipal wastewater treatment facility (the “Project”) which is located within the Treaty and traditional territory of the Chippewas of the Thames First Nation;

AND WHEREAS COTTFN, as part of the Anishinaabeg Nation, has maintained a self-sufficient government with a sustainable economy, distinctive language, powerful spirituality and rich culture within a defined territory that pre-dates the establishment of Canada;

AND WHEREAS COTTFN has inherent, aboriginal and treaty rights; they are connected to the land and committed to the conservation of their resources so future generations can share the same connections;

NOW THEREFORE in consideration of the mutual covenants contained herein, it is understood and agreed as follows:

1.0 PURPOSE OF AGREEMENT

1.1 The Parties acknowledge Archaeological Field Liaisons (singularly “AFL” or plural “AFLs”) from COTTFN are required to participate in the fieldwork associated with the Project to enable COTTFN to provide timely and meaningful comment on the Project.

2.0 TERM

- 2.1 This agreement shall commence on the execution date of this Agreement and shall remain in full force and effect until Project completion unless otherwise agreed to by the Parties. In the event both Parties agree to terminate the contract prior to the date set out herein, such agreement shall set out the new earlier termination date in writing and shall be signed by both Parties.

3.0 QUALIFICATIONS / SERVICES

- 3.1 Unless otherwise agreed, two AFLs will be required on location whenever fieldwork in connection with the Project is taking place within COTTFN's Treaty and Traditional Territory.

- 3.2 The AFLs will ensure that COTTFN's perspectives and priorities are considered and COTTFN is able to provide timely and meaningful comment on the Project.

- 3.3 All AFLs for COTTFN engaged in fieldwork on the Project will have the following qualifications:

- training in archaeological field monitoring and certification through the Indigenous Monitoring Training Program; and
- the ability to travel to, from and between job sites as needed.

- 3.4 The AFLs will provide natural heritage and archeological monitoring services in regard to activities associated with the Project and further will:

- attend and participate in any training and/or safety briefings related to the Project;
- follow the instructions and direction of the Proponent/Consultant and/or its agents conducting the archaeological field work;
- Identify critical activities, timing and issues arising from fieldwork;
- Provide feedback from COTTFN and liaise with COTTFN members as appropriate;
- Maintain a daily activity log summarizing work completed and complete time sheets for approval on a daily basis; and
- Prepare reports as requested by COTTFN.

- 3.5 AFLs will be responsible for their own personal protective equipment ("PPE"), such as hard hats, safety boots, safety gloves and safety vests.

- 3.6 To the extent equipment, apart from PPE is required or necessary to conduct the fieldwork, such as fire-retardant protective clothing, the Proponent/Consultant shall provide same for use by the AFLs to enable them to perform their duties under this Agreement.

4.0 FEES

- 4.1 The Proponent/Consultant agrees to pay COTTEN for the AFL services provided in accordance with the following terms:

- A rate of \$50.00 per hour worked for each AFL. Hours shall include return travel time between the site of the fieldwork and the COTTEN Administration Building located at 320 Chippewa Road, Muncey, ON N0L 1Y0.
- A minimum of 3 hours will be billed for each monitor called out.
- A rate of \$75.00 per hour for any work exceeding eight hours per day and/or forty hours per week.
- A rate of \$100.00 per hour where the AFL is required to work on any of the following holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Indigenous Solidarity Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.
- Where fieldwork is cancelled within 3 hours of the scheduled start time, a minimum of three hours shall be paid.

5.0 REIMBURSEMENT OF EXPENSES

- 5.1 The Proponent/Consultant will reimburse COTTEN the following expenses:

- a) Mileage incurred by the AFL's at a rate of 52.5 cents per kilometer in accordance with the *Wiindmaagewin Fee Schedule*. The COTTEN Administrative Building will be identified as the point of departure from and return to the work site.
- b) A meal allowance of \$80.05/day where overnight accommodation is required or agreed to.
- c) Where travel to the job site is in excess of 90 minutes or the Parties otherwise agree that overnight accommodation is required, the Proponent/Consultant shall provide overnight accommodation for the AFL's.

- 5.2 COTTFN will provide to the Proponent/Consultant, invoices at intervals agreed to. Invoices will identify in reasonable detail time worked provide a listing of reimbursable expenses.
- 5.3 An additional 15% fee shall be applied by COTTFN to the total amount of the invoice to cover the costs associated with administering the AFL contract.
- 5.4 Payment of invoices to COTTFN by the Proponent/Consultant shall be due immediately upon receipt of the invoice. Invoices not paid within 30 days shall bear interest at a rate of 8%.
- 5.5 All invoices from the COTTFN will identify the name and location of the Project(s) where the fieldwork was conducted and shall be submitted via regular mail or, if agreed, email to the following address:

Email address: development@southwold.ca
Attention: Peter Kavcic, P.Eng.
The Corporation of the Township of Southwold
35663 Fingal Line, Fingal ON, N0L 1K0

6.0 NOT EMPLOYEES

- 6.1 AFLs are not employees, contractors, or sub-contractors of the Proponent/Consultant.

7.0 AGENCY

- 7.1 This Agreement does not establish either party hereto as the agent or legal representative of the other, for any purpose whatsoever. Neither party to this Agreement is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other and neither party shall represent itself to be the agent or legal representative of the other.

8.0 INDEMNIFICATION AND INSURANCE

- 8.1 Each Party shall indemnify, defend and hold harmless the other from and against all reasonable claims, losses, damages, costs, expenses, actions and other proceedings, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of a Party, its employees or agents in the performance of their duties under this Agreement.

9.0 REPRESENTATIONS AND WARRANTIES OF PROPONENT/CONSULTANT

- 9.1 The Proponent/Consultant represents and warrants that it has all permits, licences, certifications and other authorizations required for the lawful operation of its business.
- 9.2 COTTFN represents and warrants that it shall maintain and provide proof of Workplace Safety and Insurance Board coverage for any AFL working on the Project and further, it shall be responsible for all other applicable withholding and source deductions required by law for the AFLs assigned to the Project.

10.0 CONTACTS FOR FIELDWORK

- 10.1 The Proponent/Consultant's Contact for Fieldwork will be responsible for coordinating site meeting locations and schedules through COTTFN's duly appointed Consultation Coordinator or, when necessary, directly with the AFLs themselves.

The Proponent/Consultant's Fieldwork contact is:

Liam Brown from TMHC
lbrown@tmhc.ca
519-282-0095

The COTTFN Consultation Coordinator is:

Fallon Burch, Consultation Coordinator
Chippewa of the Thames First Nation
320 Chippewa Road, Muncey ON N0L 1Y0
Telephone: (519) 289-5555 Ext 251
Email: fburch@cottfn.com

11.0 MEETINGS

- 11.1 The Authorized Representatives or their agents, from each Party will meet as agreed to discuss fulfillment of the objectives and milestones set forth in this Agreement and to address concerns related to performance of any of the obligations contained herein. In the event concerns are raised, the Parties shall endeavor to collaborate on solutions and to implement same. In the event of a material disagreement which cannot be remedied, the Parties shall follow the dispute resolution procedures set forth in section 13 and 14 of this Agreement.

12.0 PROPRIETARY INFORMATION

- 12.1 Unless otherwise expressly agreed in writing, all data and information including traditional knowledge (COTTFN Intellectual Property (IP)) regarding a party that

becomes known to another party hereto shall be deemed proprietary. The receiving party agrees to hold proprietary data and information in the strictest confidence for a period of three (3) years after the termination of this Agreement. During that period of time, each party agrees it will not use any such proprietary data or disclose any such proprietary data or information to any third party unless:

The disclosure:

- was expressly authorized in writing by the party originally furnishing such data or information
- was required by regulation, court or regulatory order to be disclosed.

The data or information:

- is in the public domain at the time it was disclosed,
- already known without restriction to the party receiving it at the time it was disclosed,
- learned from a third party not in breach of any confidentiality obligations.

12.2 In certain circumstances it is acknowledged that some forms of COTTEN IP is of such a nature that it warrants further or special protection. In this instance, COTTEN will notify the Proponent/Consultant and the Parties will meet to determine measures and/or terms of further agreements for the protection of this IP as appropriate and necessary.

13.0 DEFAULT

13.1 In the event either party fails to perform or breaches any of its material obligation under this Agreement and does not commence corrective action within a reasonable period of time, the other Party may deliver written notice of such default to the defaulting Party specifying:

- the nature of the default; and
- the defaulting Party shall have fourteen (14) days from receipt or deemed receipt of such notice to take action to remedy default, or other such time as the Parties agree is reasonably necessary to remedy the default.

13.2 If the defaulting Party fails to remedy the default within a reasonable time, then either party may refer the issue to a Mediator appointed under the Dispute Resolution provisions.

14.0 DISPUTE RESOLUTION

- 14.1 Parties shall attempt to resolve any matter in dispute on an amicable basis. In the event resolution is not reached within 45 days of the written notice of the dispute, such matter may be referred to a mediator appointed on mutual agreement of the Parties.

15.0 AUTHORIZED REPRESENTATIVES

- 15.1 The Proponent/Consultant confirms that [Name], [Position] of the Proponent/Consultant, will act as principal contact and has been duly authorized to represent and conduct discussions and negotiations on behalf of the Proponent/Consultant with respect to this Agreement, including executing this Agreement.

Contact:

The COTTfN confirms that Rochelle Smith is the principle representative of COTTfN to represent and conduct discussions and negotiations on behalf of COTTfN with respect to this Agreement and is authorized to execute this Agreement.

Contact: Rochelle Smith
Position: Events and Promotions Coordinator
Chippewas of the Thames First Nation
320 Chippewa Road, Muncney ON
rsmith@cottfn.com
(519) 289-5555 ext.

16.0 NOTICE

- 16.1 Any notices, requests, demands or other communications required or permitted under this Agreement shall be made in writing and delivered by, fax, registered or ordinary mail, or hand delivered to the Authorized Representative of the other Party.

17.0 GOVERNING LAWS

- 17.1 This Agreement shall be governed in accordance with the laws of the jurisdiction where the majority of the services are performed. Parties will observe and comply with all applicable laws.

18.0 ENTIRE AGREEMENT

18.1 This Agreement constitutes the entire agreement between the Parties relating to the Project and supersedes all prior agreements between them and no other terms, conditions or warranties, express or implied, shall form a part hereof.

19.0 AMENDMENTS

19.1 This Agreement may be amended only by written instrument signed by both Parties.

20.0 NO CONSULTATION

20.1 Fieldwork performed by the AFLs under this Agreement does not constitute consultation with the COTTFFN on the Project or satisfy the Crown's duty to consult with COTTFFN as otherwise required by law.

21.0 PUBLICITY AND NEWS RELEASE

21.1 Any news release, public announcement, advertisement, or publicity proposed to be released in connection with this Agreement or the Project shall be subject to written agreement by authorized representatives of both Parties.

22.0 COUNTERPARTS

22.1 This Agreement may be executed by the Parties in counterparts and may be delivered by facsimile or scanned electronic mail, each of which when delivered will be deemed an original and all of which will constitute one and the same document.

Signed this _____ day of _____, 2022.

Authorized Signatory on behalf of
The Corporation of the Township of Southwold

Lisa Higgs
CAO/Clerk
The Corporation of the Township of Southwold

Authorized Signature on behalf of
Chippewas of the Thames First Nation

Rochelle Smith
Events & Promotions Coordinator
Chippewas of the Thames First Nation

Authorized Signatory on behalf of
The Corporation of the Township of Southwold

Grant Jones
Mayor
The Corporation of the Township of Southwold



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2022-41

Being a By-law to authorize an Archeological Monitoring Services Agreement with the Caldwell First Nation for a New Tertiary Membrane Wastewater Treatment Plant.

WHEREAS The Corporation of the Township of Southwold is an Ontario Corporation;

AND WHEREAS Caldwell First Nation is an Indian Band per Section 2(1) of the *Indian Act*. It asserts Aboriginal rights in the lands over which The Corporation of the Township of Southwold wishes to embark on a project of economic exploitation;

AND WHEREAS Caldwell Nation permits The Corporation of the Township of Southwold to undergo this project and ensures that its rights over the cultural heritage found within its lands are not unduly exploited;

AND WHEREAS The Corporation of the Township of Southwold and the Caldwell First Nation wishes to be kept informed of any cultural or archeological evidence that may be provided upon the completion of the economic works in question;

NOW THEREFORE the Council of the Corporation of the Township of Southwold hereby 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 Archeological Monitoring Services Agreement with Caldwell First Nation 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 9TH DAY OF MAY, 2022.

Mayor
Grant Jones

CAO/Clerk
Lisa Higgs

AGREEMENT FOR ARCHAEOLOGICAL MONITORING SERVICES

This agreement dated the 4th day of May, 2022

BETWEEN

The Corporation of the Township of Southwold

AND

Caldwell First Nation (CONTRACTOR)

14 Orange St., Leamington, ON N8H 1P5

519-322-1766

Melody Watson, Senior Management Team

Melody.watson@caldwellfirstnation.ca

Caldwell First Nation (hereinafter Contractor) hereby enters into a contract with the Corporation of the Township of Southwold with respect to the project known as the Project, New Tertiary Membrane Wastewater Treatment Plant in Shedden – Stage 2 Archaeological Assessment and in order to furnish these services, the Consultant requires the Contractor to deliver certain services, **monitoring of Archaeological Assessment** and the Contractor warrants to provide the Services on the following terms and conditions:

1. **Services:** Contractor will provide the Services as further detailed on the attached Schedule "A"- Services, and "B" - Rate of Remuneration. In performing the Services, Contractor will exercise the standard of services at the time and location where the Services are performed.
2. **Fees:** Consultant shall pay Contractor a fee, calculated on a time basis, for the services described as such in Schedule "A". Fees shall be computed on the basis of hourly billing rates as included in Schedule "B". No other charges, fees or consideration are due outside these fees and expenses.
3. **Payment:** Contractor shall invoice monthly, or at intervals otherwise agreed to during the term of this Agreement. Such invoices shall include dates and time worked by Contractor to deliver the Services and pre-approved expense claims, supported by original receipts. Contractor shall be paid within 30 business days from the date properly submitted invoices are received.
4. **Indemnification and Insurance:** Contractor shall indemnify and save Consultant from and against all claims, losses, damages, costs, expenses, actions and other proceedings, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful negligent act, omission or delay on the part of Contractor, its employees or agents in performing the Services or as a result of the Services. If requested the contractor shall provide proof of certification or insurance as detailed on Schedule "A" prior to delivering the Services.
5. **Confidentiality:** For the purposes of this Agreement, the term "Confidential Information" mean all information in whatever form, including without limitation, oral and written communications, reports, sketches, photographs, specifications, correspondence, and another other forms of documents and

information that are indirectly or directly conceived, mitigated, prepared or received by Contractor as a result of the performance of the Services, except information falling into any of the following categories:

- a. Information that at the time of disclosure or acquisition is already known to Contractor and was not acquired under any obligation of confidentiality or as a result of any work performed, directly or indirectly for Consultant;
- b. Information that at the time of disclosure or acquisition is or thereafter becomes part of the public domain through no act or failure to act on the part of Contractor or on the part of any third party under an obligation of confidentiality with respect to the information; or
- c. Information that is disclosed, either directly or indirectly to Contractor via a third party who did not acquire the information from (Consultant) or under an obligation of confidentiality.
- d. Contractor shall refrain from directly or indirectly using or drawing upon the confidential information for any purpose, commercial or otherwise, other than the delivery of the Services. This section 5 shall survive for two years after the termination of this Agreement.

6. Nature of Contract: Contractor is an independent contractor and shall not be deemed to be a servant, employee or agent of Consultant. Contractor agrees that this is a contract for the provision of services and no rights, privileges or considerations are due to Contractor outside of the expressly agreed provisions of this Contract. Contractor further acknowledges that it has had the opportunity to obtain independent professional legal, accounting and tax advice in this regard.
7. Governing Law: This Agreement shall be governed in accordance with the laws and the jurisdiction where the majority of the Services are provided. Contractor shall observe and comply with all applicable laws.
8. Entire Agreement: This Agreement constitutes the sole and entire agreement between the Contractor and Consultant relating to the Project and supersedes all prior agreements between them, where written or oral respecting the subject matter hereof and no other terms or conditions or warranties, whether expressed or implied, shall form a part hereof. This Agreement maybe amended only by written instrument signed by both Contractor and Consultant.

Melody Watson, Senior Management Team, Caldwell First Nation

Lisa Higgs, CAO/Clerk, The Corporation of the Township of Southwold

Grant Jones, Mayor, The Corporation of the Township of Southwold

Schedule A: Services

Attached to and forming part of the Agreement Between:

Caldwell First Nation (here in after called the "Contractor")

and

The Township of Southwold, Elgin County (here in after called the "Consultant")

Effective: May 4, 2022

This Attachment details the Services, Fees, Pre-qualifications and additional attachments forming part of the above described Agreement.

Services:

To provide natural heritage and archeological monitoring services to (Consultant) in regard to activities associated with the Project. This agreement is terminable on 30-day(s) notice to (Contractor) by (Consultant)

In connection with the delivery of the Services, the Contractor shall:

- Follow all Health & Safety protocols in place with respect to the Project. The Services, the site where the Contractor is providing Services, and attend and participate **in** any training requirements related to the Services or the Project. Failure to do so shall result in immediate termination of this agreement:
- Follow crew leader's direction with respect to delivery of the Services on the Project site:
- Participate in any required liaison with community members or clients. As deemed suitable by The Township of Southwold, Elgin County
- Obtain input, advice and guidance from environmental resource specialists (where applicable):
Advise the crew leader or other appointed (Consultant) liaison regarding timing of critical activities requiring monitoring:
- Establish and maintain a daily agenda of hours worked and a summary of work completed; and
- If required at the request of the crew lead or other Township of Southwold, Elgin County representative, prepare a summary report at the conclusion of a project that summarizes the activities in relation to the above environmental requirements

(here in after called the 'services')

Fees:

Unless otherwise authorized by the Township of Southwold, Elgin County the above work and associated deliverables will be completed by Contractor for the following fees (excluding HST):

Rate	See Schedule "B"
Mileage	See Schedule "B"

Pre-Qualification Requirements:

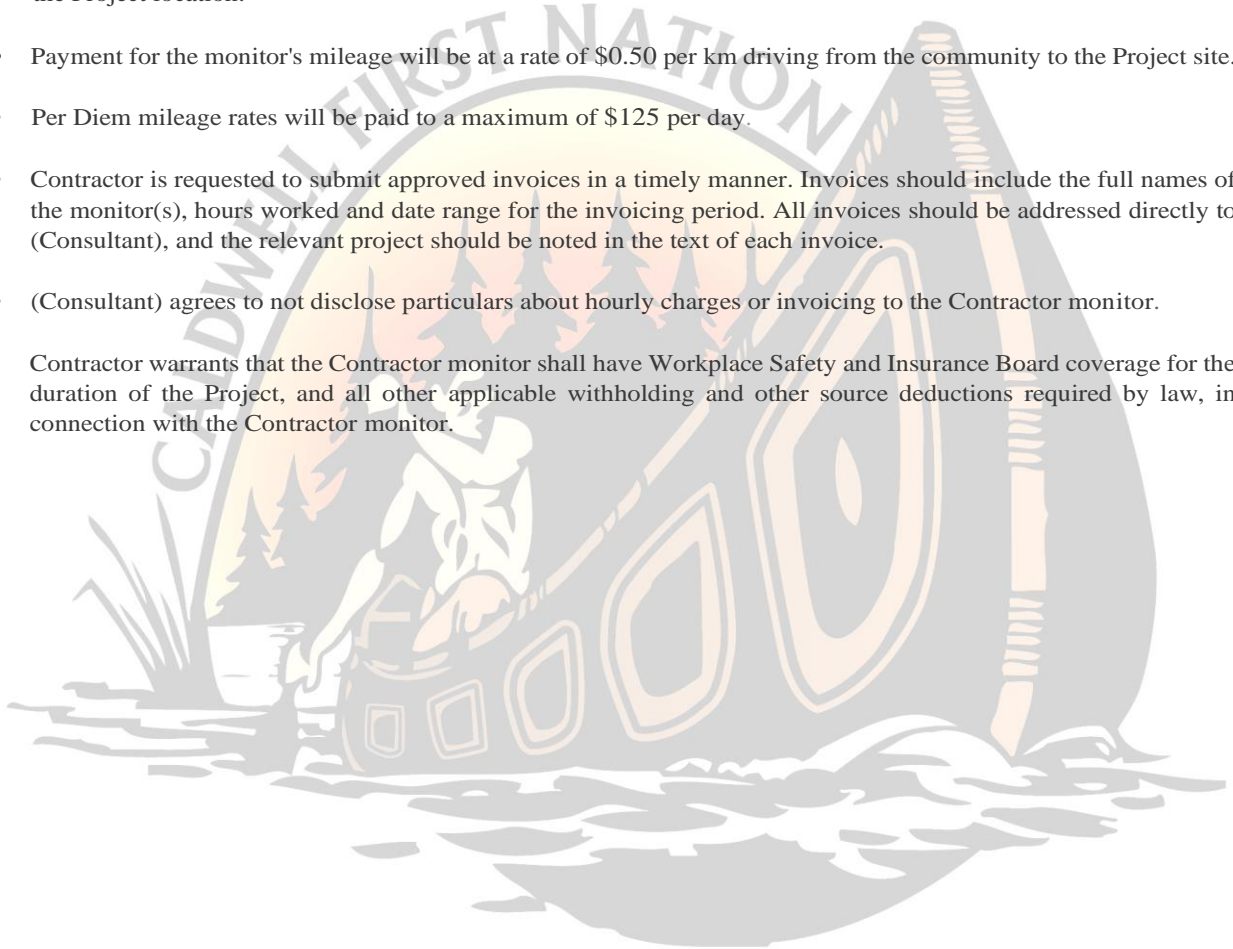
Valid driver's licenses

Proof of vehicle insurance

Other client-specific requirements listed below: See Schedule "B"

Schedule B: Rate of Remuneration

- Payment will be based on actual time and expenses to complete the scope of services to a pre-approved up set limit of \$50.00 (excluding HST). The upset limit fee assumes 4 hours of on-site monitoring plus mileage (to and from the site). The upset limit fee shall not be exceeded without prior authorization from the Consultant. Additional services authorized by the Consultant, not included in the fee, will be paid according to the rates below.
- Payment will be based on a maximum rate of \$50.00 per hour for the Contractor monitor, as and when requested by the Township of Southwold, Elgin County or its designate, which is inclusive of any and all fees, deductions or other mark-ups, excluding HST if applicable.
- Each Contractor monitor will bill a minimum of four (4) hours for each day they are dispatched by (Consultant) to the Project location.
- Payment for the monitor's mileage will be at a rate of \$0.50 per km driving from the community to the Project site.
- Per Diem mileage rates will be paid to a maximum of \$125 per day.
- Contractor is requested to submit approved invoices in a timely manner. Invoices should include the full names of the monitor(s), hours worked and date range for the invoicing period. All invoices should be addressed directly to (Consultant), and the relevant project should be noted in the text of each invoice.
- (Consultant) agrees to not disclose particulars about hourly charges or invoicing to the Contractor monitor.
- Contractor warrants that the Contractor monitor shall have Workplace Safety and Insurance Board coverage for the duration of the Project, and all other applicable withholding and other source deductions required by law, in connection with the Contractor monitor.





THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2022-42

Being a By -Law to approve an addendum to the Fire Chief Shared Services Agreement with the Corporation of the Municipality of West Elgin to include the services of a Shared Fire Services Coordinator Position.

WHEREAS the Corporation of the Township of Southwold and the Corporation of the Municipality of West Elgin have entered into an Agreement for Shared Fire Chief Services, dated June 22, 2020;

AND WHEREAS the parties wish to include the services of a Shared Fire Services Coordinator position within the terms of the agreement;

NOW THEREFORE the Council of the Corporation of the Township of Southwold enacts as follows:

1. THAT the Corporation of the Township of Southwold approve the Addendum to the Fire Chief Shared Services with the Corporation of the Municipality of West Elgin as set out in Schedule "A" attached hereto and forming part of this By-law.
2. THAT the Mayor and Clerk are authorized to execute the said addendum on behalf of and under the seal of the Corporation of the Township of Southwold.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND FINALLY PASSED THIS 9TH DAY OF MAY, 2022.

Mayor
Grant Jones

CAO/Clerk
Lisa Higgs

Schedule "A" to By-law No. 2022-42

Addendum to the Fire Chief Shared Service Agreement dated May 12, 2022.

Whereas the Councils of Township of Southwold and the Municipality of West Elgin wish to share additional resources between the municipalities for Fire Administration Services;

And Whereas the Township of Southwold has created the position of Fire Services Coordinator to support the operation of the Fire Department;

And Whereas the Municipality of West Elgin wishes to also make use of the services provided by the Fire Services Coordinator position;

And Whereas Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

Now Therefore the parties hereto mutually agree as follows:

1. That the services of the Township of Southwold Fire Services Coordinator position will be shared with the Municipality of West Elgin.
2. The provisions related to cost and time sharing, service to be provided and working conditions as contained in the Fire Chief Shared Service agreement shall be applicable for Fire Services Coordinator.
3. The Fire Services Coordinator shall be supervised by the Fire Chief.
4. Schedule "A" attached hereto and forming part of this Addendum is the Fire Services Coordinator Job Description, which sets out the main responsibilities and working conditions for the Fire Services Coordinator.
5. It is understood and agreed that the Fire Services Coordinator is a Township of Southwold employee.
6. This addendum may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single addendum.

IN WITNESS WHEREOF the said parties have duly executed this agreement by their proper authorized officers in that behalf and affixed their Corporate Seals.

The Corporation of the Municipality of West Elgin

Mayor

Clerk

The Corporation of the Township of Southwold

Mayor

Clerk



**Schedule "A" to Addendum to the Fire Chief Shared
Service Agreement dated May 12, 2022**

Township of Southwold

POSITION DESCRIPTION

1. Position Title:

Fire Services Coordinator

2. Reporting Relationship:

Report directly to the Director of Emergency Services/Fire Chief

3. Positions Supervised:

None

4. Scope of Position:

Under general direction from the Director of Emergency Services/Fire Chief, the primary focus of the Fire Services Coordinator is to assist with the development, implementation, review, and management of programs and services in the Fire Department and to provide administrative support to the Director of Emergency Services/Fire Chief.

The Fire Services Coordinator must comply with established policies and procedures.

5. Responsibilities:

5.1.1 Records & Department Data Management

5.1.2 Maintains office filing and record systems using current fire technology. Record systems include training, personnel records, emergency incidents, fire prevention, inspections, equipment maintenance and vendor files.

5.1.3 Assists with the implementation and maintenance of computerized fire software including the input of data into the software.

5.1.4 Maintains confidentiality in the management of sensitive information.

- 5.1.5 Assists with the ongoing maintenance and version control of the Operational Guidelines in connection with the Section 21 Fire Service Guidance Notes under the Occupational Health & Safety Act.
- 5.1.6 Assists with the Department's asset management, budgeting, long term capital and maintenance obligations by organizing and compiling data.

Department Communications & Customer Service

- 5.2.1 Assists customers with service requests by answering and directing inquiries relating to the functions of the Department.
- 5.2.3 Assists the Director with the preparation and distribution of notification of public safety campaign information including public emergency notification system.
- 5.2.4 Provides content and updates content for the department on the Township's website and social media pages.
- 5.2.5 Assists with external communications to partner organizations, community stakeholders, media, and potential clients.
- 5.2.6 Prepares agendas, correspondence, and other confidential material and attends meetings as required to provide secretarial support. Supports training programs with course material preparation and related tasks.
- 5.2.7 Assists in the preparations and presentation of reports on issues relating to the fire service.

General Administrative Support

- 5.3.1 Develops, monitors, and evaluates compliance with policies related to Fire Department services and programs.
- 5.3.2 Assists with procurement for the department by preparing procurement documents such as RFP's and tenders.

- 5.3.3. Research trends, regulations, standards, and best practices to make recommendations to the Director on the delivery of Fire Service and other departmental obligations.
- 5.3.4. Assists in the preparation and facilitation of grant applications and ongoing administration, including assisting with MTO billing, fire inspections, and payroll data submission.
- 5.3.5. Assists with the organization of special projects and events as required.
- 5.3.6. Provides administrative support of reviews for updating by-laws and policies.
- 5.3.7. Assists the Director with the development and evaluation of service level standards, benchmark results and performance measures.
- 5.3.8. Performs any other related duties as assigned.

6. Authority of Position

Authority limited to direction given and to operating within accepted office and management policies and procedures.

7. Working Relationships

Contacts within the work unit are primarily with the Director of Emergency Services/Fire Chief and Fire Department.

7.1 With the Director of Director of Emergency Services/Fire Chief

Receives direction and guidance.

7.2 With Other Staff Members

Usual cooperation and courtesy.

7.3 With Public

Interaction with the public is required to respond to general queries/requests/concerns relating to the Fire Department.

Provides general information to ratepayers on Fire and Emergency Services of the Township.

8. Knowledge and Skill

- 8.1 Post-secondary diploma and a minimum of one to two years general office experience with emphasis on computer, business, accounting, communications, or similar courses.
- 8.2 Experience in office procedures, preferably with exposure to municipal government.
- 8.3 Excellent interpersonal skills and written/verbal communications skills are required.
- 8.4 Experience in Fire Services is considered an asset.
- 8.5 General knowledge of municipal government practices, and knowledge of provincial regulations relating Fire Services.
- 8.6 Ability to prioritize work and ensure efficient use of time and completion of assignments as required, while working in a detail-oriented environment requiring a high level of accuracy.
- 8.7 Advanced skills in MS Office and Adobe (Word, Publisher, Excel, Outlook and PDF, Laserfiche, Fire Pro), and ability to use various office and communication equipment such as computer workstation, photocopier, fax, shredder, and phone.
- 8.8 Ability to work outside of regular office hours on occasion to fulfill job requirements.

9. Working Conditions:

- 9.1 Works in an office and work may be flexible and outside regular office hours. Work is multi-tasked and often self-directed.

- 9.2 Usual hours of work are 16 hours per week.
- 9.3 Risk of personal injury while performing duties is minimal. Position requires sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily office activities. The position also requires grasping, repetitive hand movement, and fine coordination in preparing reports and data entry using a computer keyboard. Additionally, the position requires near, far, and color vision in reading correspondence, reports, and using the computer, and hearing is required when providing phone and face-to-face customer service. The need to lift, drag, and push files, paper, and documents weighing up to 25 pounds also is required.

10. Impact of Error

- 10.1 Typographical errors if unnoticed could change the meaning of a document, letter, etc. which could cause possible problems for the Township.
- 10.2 Mechanical and clerical errors could be traced and corrected after delay and duplication of effort.
- 10.3 Incorrect information to the public would result in confusion and unfavourable public relations.

MULTI-MUNICIPAL WIND TURBINE WORKING GROUP

TOM ALLWOOD, COUNCILLOR, GREY HIGHLANDS, CHAIR

STEVE ADAMS, COUNCILLOR, BROCKTON, VICE-CHAIR

1925 BRUCE ROAD 10, BOX 70, CHESLEY, ON NOG 1L0

[519-363-3039](tel:519-363-3039) FAX: [519-363-2203](tel:519-363-2203)

deputyclerk@arran-elderslie.ca

April 22, 2022

Dear Mayor and Members of Council,

The mandate of the Multi Municipal Working Group (MMWTWG) is to share, discuss and advocate best practices and other means to address mutual concerns regarding proposals to locate and install industrial/commercial wind generation facilities to all the relevant Government Ministries and Agencies.

At the April 14, 2022 meeting of the Multi-Municipal Wind Turbine Working Group passed the following resolution:

Agenda Number: 7.2.4

Resolution No. MMWTWG-2022-17

Title: Setback Recommendation

Date: Thursday, April 14, 2022

Moved by: Bill Palmer - Citizen - Municipality of Arran-Elderslie

Seconded by: Bob Purcell - Mayor - Municipality of Dutton Dunwich

To address concerns related to noise and the public safety of citizens, the Multi Municipal Wind Turbine Working Group recommends that the following setbacks from wind turbines should be adopted in each municipality:

1. 2000 metres from any wind turbine and any noise receptor, including homes, schools, places of worship, and locations where citizens go for relaxation, such as parks and community centres.
2. 1200 metres from any wind turbine and the lot line of any non-participating citizen, or a place where a citizen can access, such as public roadways, or waterways.

Further, that the Recording Secretary is empowered to prepare a letter to all municipalities in Ontario and the responsible Ministries, (Ministry of the Environment Conservation and Parks, and Ministry of Municipal Affairs) to be signed by the chair of the MMWTWG for immediate release.

CARRIED

Through changes made to the Planning Act in 2019, the province returned powers to municipalities to ensure that they have the final say on energy projects in their community. Proponents of new projects need to confirm that their project is permitted by the municipalities' zoning bylaws. Now that there are reports that sites are being sought for new wind turbines, it is timely that municipalities review the provisions in their zoning bylaws and update them as appropriate.

Key elements in zoning bylaws are setbacks between activities. While experience with the existing wind turbine projects in Ontario and changes in other jurisdictions indicate that the current provincial setbacks are inadequate to protect health of nearby residents. Municipalities are free to establish their own setbacks used in local bylaws. It is in this context that the MMWTWG is providing these recommendations to your municipality.

Attached is a summary of information related to setbacks. It includes a review of different setbacks based on a review by the Polish Public Institute of Health as well as information on setbacks used in other jurisdictions. The 2000 m setback from noise receptors is designed to provide protection from audible noise as well as low frequency noise and infrasound which travels greater distances that could occur from multiple turbines permitted by the current setback of 550 metres. Similarly, although 1200 metres may be a larger distance than we have observed significant pieces of blades travel from the towers, it provides a buffer to give protection from fire, or shadow flicker, that can cause problems further than blade pieces fall.

The Multi-Municipal Wind Turbine Working Group invites the participation of all municipalities across Ontario. To obtain details regarding the group's mandates, Terms of Reference and how to become a Member, please reach out to our Recording Secretary, Julie Hamilton at deputyclerk@arran-elderslie.ca. Size in numbers provides a louder voice to be heard!

Warmest Regards,
On behalf of the Chair, Tom Allwood



Julie Hamilton, Recording Secretary
Deputy Clerk
Municipality of Arran-Elderslie,
1925 Bruce Road 10, PO Box 70
Chesley, ON N0G 1L0
519-363-3039 ext. 105
deputyclerk@arran-elderslie.ca

c. Honourable David Piccini, Minister of Environment, Conservation and Parks, minister.mecp@ontario.ca, Honourable Steve Clark, Minister of Municipal Affairs and Housing, minister.mah@ontario.ca

Encl.

Setback Information

Current Ontario Rules – Regulation 359/09

Receptors	550 metres	Audible noise only based on 40 dBA
Property Lines	Blade length plus 10 metres	Typically 60 metres

Polish Public Health Institute Review

Audible Noise	.5 to .7 km	No adjustments for pulsing/tonal quality
Total Noise	1.0 to 3 km	Includes low frequency noise & pulsing/tonal adjustments
Shadow Flicker	1.2 to 2.1 km	Depends on height of turbine
Ice Throw	.5 to .8 km	Fragments of ice thrown from blades
Turbine Failure	.5 to 1.4 km	Potential distance for blade fragments

Examples of Setbacks

Jurisdiction	Set-back	Comments
Dutton-Dunwich, ON	2,000 M	To receptors
Mason County, Kentucky	1,600 M	To property line
Caratunk County, Maine	2,414 M	To property line
Wyoming	1,110 M	5.5 X height to property line
Bavaria, Germany	2,073 M	10 X hub height plus blade length
Sachsen, Germany	1,380 M	10 X hub height
Northern Ireland	1,386 M	10 X rotor diameter
Poland	2,073 M	10 X hub height plus blade length

CLERKS DEPARTMENT

March 1, 2022

Ministry of Government & Consumer Services
5th Floor
777 Bay St.
Toronto, ON
M7A 2J3

Sent via email: Ross.Romano@ontario.ca

Dear Hon. Ross Romano,

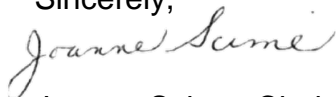
Re: Funeral, Burial and Cremation Services Act, 2002 and Ontario Regulation 30/11

This is to confirm that at the April 25, 2022 Council Meeting the following resolution was adopted with respect to the above noted matter:

1. That, Recommendation Report REC-03-2022, "Funeral, Burial and Cremation Services Act, 2002 and Ontario Regulation 30/11", dated April 19, 2022 be received for information; AND
2. That, the Council of the Township of West Lincoln hereby supports Prince Edward County's call for Government action concerning the current legislation and regulations surrounding municipal requirements to take over and maintain abandoned operating cemeteries; AND
3. That, a copy of this resolution be sent to the Minister of Government & Consumer Services, ROMA, and all Ontario municipalities.

If you have any questions or concerns regarding the above, do not hesitate to contact the undersigned.

Sincerely,



Joanne Scime, Clerk

cc. ROMA
All Ontario Municipalities

March 23, 2022

Hon. Steve Clark
Minister of Municipal Affairs and Housing
College Park, 17th Floor
777 Bay St.
Toronto, ON M7A 2J3

**RE: Resolution from the City of Waterloo passed March 21st, 2022 re: Ontario
Must Build it Right the First Time**

Dear Minister Clark,

Please be advised that the Council of the Corporation of the City of Waterloo at its Council meeting held on Monday, March 21st, 2022 resolved as follows:

WHEREAS the Province of Ontario adopted greenhouse gas reduction targets of 30% by 2030, and emissions from buildings represented 22% of the province's 2017 emissions,

WHEREAS all Waterloo Region municipalities, including the City of Waterloo, adopted greenhouse gas reduction targets of 80% below 2012 levels by 2050 and endorsed in principle a 50% reduction by 2030 interim target that requires the support of bold and immediate provincial and federal actions,

WHEREAS greenhouse gas emissions from buildings represent 45% of all emissions in Waterloo Region, and an important strategy in the TransformWR community climate action strategy, adopted by all Councils in Waterloo Region, targets new buildings to be net-zero carbon or able to transition to net-zero carbon using region-wide building standards and building capacity and expertise of building operators, property managers, and in the design and construction sector,

WHEREAS the City of Waterloo recently adopted a net-zero carbon policy for new local government buildings and endorsed a corporate greenhouse gas and energy roadmap to achieve a 50% emissions reduction by 2030 for existing local government buildings and net-zero emissions by 2050 (provided the provincial electricity grid is also net-zero emissions),

WHEREAS the draft National Model Building Code proposes energy performance tiers for new buildings and a pathway to requiring net zero ready construction in new buildings, allowing the building industry, skilled trades, and suppliers to adapt on a predictable and reasonable timeline while encouraging innovation;

WHEREAS the Ministry of Municipal Affairs and Housing is consulting on changes for the next edition of the Ontario Building Code (ERO #: 019-4974) that generally aligns with the draft National Model Building Code except it does not propose adopting energy performance tiers, it does not propose timelines for increasing minimum energy performance standards step-by-step to the highest energy performance tier, and, according to Efficiency Canada and The Atmospheric Fund, it proposes adopting minimum energy performance standards that do not materially improve on the requirements in the current Ontario Building code;

WHEREAS buildings with better energy performance provide owners and occupants with lower energy bills, improved building comfort, and resilience from power disruptions that are expected to be more common in a changing climate, tackling both inequality and energy poverty;

WHEREAS municipalities are already leading the way in adopting or developing energy performance tiers as part of Green Development Standards, including Toronto and Whitby with adopted standards and Ottawa, Pickering, and others with standards in development;

WHEREAS the City of Waterloo is finalizing Green Development Standards for its west side employment lands and actively pursuing Green Development Standards in partnership with the Region of Waterloo, the Cities of Kitchener and Cambridge, and all local electricity and gas utilities through WR Community Energy;

WHEREAS while expensive retrofits of the current building stock to achieve future net zero requirements could be aligned with end-of-life replacement cycles to be more cost-efficient, new buildings that are not constructed to be net zero ready will require substantial retrofits before end-of-life replacement cycles at significantly more cost, making it more cost-efficient to build it right the first time.

THEREFORE BE IT RESOLVED THAT Council request the Province of Ontario to include energy performance tiers and timelines for increasing minimum energy performance standards step-by-step to the highest energy performance tier in the next edition of the Ontario Building Code, consistent with the intent of the draft National Model Building Code and the necessity of bold and immediate provincial action on climate change;

THAT Council request the Province of Ontario to adopt a more ambitious energy performance tier of the draft National Model Building Code as the minimum requirement for the next edition of the Ontario Building Code than those currently proposed;



THAT Council request the Province of Ontario provide authority to municipalities to adopt a specific higher energy performance tier than the Ontario Building Code, which would provide more consistency for developers and homebuilders than the emerging patchwork of municipal Green Development Standards;

THAT Council request the Province of Ontario to facilitate capacity, education and training in the implementation of the National Model Building Code for municipal planning and building inspection staff, developers, and homebuilders to help build capacity; and

THAT this resolution be provided to the Minister of Municipal Affairs and Housing, to area MPPs, and to all Ontario Municipalities.

Please accept this letter for information purposes only.

If you have any questions or require additional information, please contact me.

Sincerely,



Julie Scott
City Clerk, City of Waterloo

CC (by email):

Catherine Fife, M.P.P (Waterloo)
Laura Mae Lindo, M.P.P (Kitchener Centre)
Belinda C. Karahalios, M.P.P (Cambridge)
Amy Fee, M.P.P (Kitchener-South Hespeler)
Mike Harris, M.P.P (Kitchener-Conestoga)



April 28, 2022

The County of Middlesex Official Plan Amendment

NOTICE OF PUBLIC MEETING

Pursuant to Sections 17 and 26 of the Planning Act.

The County of Middlesex is reviewing its Official Plan to ensure that the land use planning policies are current, reflect updated Provincial policy, and reflect changing community needs for the next 25-years.

The Official Plan is a land use planning document that includes a vision, goals, and land use policy directions for the County. The Plan provides a policy framework for topics such as Resource Management, Growth Management, and the provision of Physical Services by dealing with issues of Provincial and County interest. The Official Plan recognizes the planning powers and authorities vested in local municipalities and does not set out detailed local policies. Within Middlesex County, each local municipality has a more detailed local official plan.

A Proposed Official Plan Amendment and all supporting information are available on the County's website www.middlesex.ca. This includes proposed changes in the format of a 'track change' document. The Amendment would apply to the entire County and accordingly no key map is provided.

When: Tuesday May 24, 2022 at 2:00 p.m.

Where: This meeting is being held virtually through the Zoom webinar tool. For a meeting link and instructions on how to participate visit www.middlesex.ca.

If you are unable to participate online, please contact Marcia Ivanic, Legislative Services Manager/Clerk at 519-434-7321 ext. 2250.

The purpose of the Public Meeting is to provide the public an opportunity to provide formal submission to Middlesex County Council on the proposed amendment. Any person may attend the public meeting and/or make written or verbal representation either in support of or in opposition to the proposed Official Plan Amendment, or submit ideas and feedback for consideration.

As this will be an online meeting, there will be no physical in person attendance.

The County encourages any interested parties to submit comments respecting the proposed Official Plan Amendment in writing by email or post at any time prior to May 24, 2022 to the address provided below.

If you wish to be notified of the decision of the County of Middlesex on the proposed official plan amendment, you must make a written request to the Marcia Ivanic, Legislative Services Manager/Clerk, County of Middlesex, 399 Ridout Street North, London ON N6A 2P1, mivanic@middlesex.ca.

If a person or public body would otherwise have an ability to appeal the decision of the Minister of Municipal Affairs and Housing to the Ontario Land Tribunal but the person or public body does not make oral submissions at a public meeting or make written submissions to the County of Middlesex before the proposed official plan amendment is adopted, the person or public body is not entitled to appeal the decision.

If a person or public body does not make oral submissions at a public meeting or make written submissions to the County of Middlesex before the proposed official plan amendment is adopted, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.

If you have any questions about the proposed official plan amendment, please contact us.

Durk Vanderwerff, Director of Planning and Development dvanderwerff@middlesex.ca
Marcia Ivanic, Legislative Services Manager/Clerk mivanic@middlesex.ca

County of Middlesex
399 Ridout Street, North
London ON N6A 2P1
Phone:519-434-7321
Fax:519.434.0638



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY- LAW NO. 2022-43

Being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on May 9, 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 hereby enacts as follows:

1. That the actions of the Council of the Township of Southwold at the Regular Meeting of Council held on May 9, 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.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME, AND
FINALLY PASSED THIS 9th DAY OF MAY, 2022.**

Mayor
Grant Jones

CAO/Clerk
Lisa Higgs