



# THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

## - A G E N D A -

**Tuesday October 11, 2022**

### **REGULAR MEETING OF COUNCIL**

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

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- 1. CALL TO ORDER**
- 2. ADDENDUM TO AGENDA**
- 3. DISCLOSURE OF PECUNIARY INTEREST**
- 4. ADOPTION OF MINUTES**
  - (a) Minutes of Regular Council Meeting of September 26, 2022
- 5. DELEGATION**
- 6. DRAINAGE**
  - (a) **7:00 p.m. – Meeting to Consider the Report** – G. H. Pennings Drain 2022
- 7. PLANNING**
  - (a) **Consent Application** – E70-22, J. and J. Andrews, C/O A. Dale, Gunn & Associates, Lot 15 NWNBTR – Union Road.
- 8. REPORTS**
  - (a) DRA 2022-06 Canadian Armed Forces Use of Teetzel Property
  - (b) PW 2022-06 Surcharge Tandem Axle Plow /Sander Truck
  - (c) ENG 2022-38 Township Design Guidelines Manual – Part 1
  - (d) ENG 2022-39 Activity Report – September
  - (e) ENG 2022-40 Waste Collection Proposal Award
  - (f) ENG 2022-41 Lynhurst Park Drive Construction Project – Driveway Concern
  - (g) FIN 2022-17 2023 OPP Cost Estimates
  - (h) FIN 2022-18 Tax Incentive Adjustment Applications
  - (i) CBO 2022-12 Activity Report – September
  - (j) CBO 2022-13 Library Lease Agreement
  - (k) CAO 2022-50 Activity Report – September

**9. CORRESPONDENCE**

**10. BY-LAWS**

- (a) By-law No. 2022-82, being a by-law to provide for drainage works – G.H. Pennings Drain 2022
- (b) By-law No. 2022-83, being a by-law to authorize the execution of a lease agreement with the County of Elgin – Southwold Township Library, Shedden
- (c) By-law No. 2022-84, being a by-law to appoint By-law Enforcement Officers – Tenet Security Group Incorporated
- (d) By-law No. 2022-85, being a By-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on October 11, 2022

**11. OTHER BUSINESS** *(For Information Only)*

- (a) Resolution from the Municipality of Grey Highlands RE: Increased Speed Fines

**12. CLOSED SESSION**

- (a) Labour relations or employee negotiations (Section 239(2))(d) – CUPE Update

**13. ADJOURNMENT:**

**NEXT REGULAR MEETING OF COUNCIL**  
**Monday November 14, 2022 @ 7:00 P.M.**  
**Council Chambers, Fingal/Via Video Link**

# THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

## MINUTES



Regular Council Meeting

Monday September 26, 2022

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

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

ALSO PRESENT: Jeff Carswell, CAO/Clerk  
Michele Lant, Director of Corporate Services/Treasurer  
(7:00 p.m.- 8:53 p.m.)  
Peter Kavcic, Dir. of Infrastructure & Development Serv.  
(7:00 p.m.- 8:53 p.m.)  
Brent Clutterbuck, Drainage Superintendent (7:00 p.m. -7:04 p.m.)  
Josh Mueller, Planner (7:00 p.m.- 7:24 p.m.)  
June McLarty, Corporate Services Clerk (7:00 p.m.-8:53 p.m.)

ABSENT: Councillor S. Emons

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Mayor Jones called the meeting to order at 7:00 p.m.

### **ADDENDUM TO THE AGENDA:**

#### **9 Correspondence**

- (a) Optimist Club of Fingal-Shedden & District RE: Santa Claus Parade.

#### **DISCLOSURES:**

Councillor Pennings declared a conflict on item 8(d).

## **ADOPTION OF MINUTES:**

**2022- 259      Councillor Pennings – Deputy Mayor Monteith      Minutes**

**THAT** the Minutes of the Regular Council Meeting of September 12, 2022 are hereby adopted.

**CARRIED**

**2022- 260      Deputy Mayor Monteith – Councillor North      Committee Mtg Minutes**

**THAT** Council has reviewed the Minutes of the Talbotville Station Technological Advisory Committee meeting of April 19, 2022, the Minutes of the War Memorial Committee Meeting of April 26, 2022, the Minutes of the Zero Waste Committee Meeting of June 21, 2022 and the Minutes of the Parks Committee Meeting of September 7, 2022.

**CARRIED**

## **DRAINAGE:**

**2022-261      Councillor Pennings – Councillor North      Filing of the Report – G. H. Pennings Drain 2022**

**THAT** Council proceeds with the G. H. Pennings Drain 2022 drainage works and it instructs the Clerk to send notice as required under Section 41(1) of the Drainage Act of its intention to proceed; and

**THAT** the Meeting to Consider the Report of G. H. Pennings Drain 2022 will be held at the regular Council meeting on October 11, 2022 at 7:00 pm; and

**THAT** affected property owners will be able to attend this meeting either via a WebEx virtual meeting or telephone conference.

**CARRIED**

## **PLANNING:**

**7:04 p.m. Committee of Adjustment MV 2022-08 and 2022-09**

**MV 2022-08 R. Plain, 13509 Routh Road**

**MV 2022-09 C. Bowman and J. Smith, 13524 Routh Road**

**In attendance: R. Plain, C. Bowman**

**2022-262      Deputy Mayor Monteith – Councillor Pennings      MV 2022-08  
and MV 2022-09**

**THAT** the regular Council meeting adjourn to sit as a Committee of Adjustment to hear minor variance applications MV 2022-08, filed by R. Plain, 13509 Routh Road and MV 2022-09, filed by C. Bowman and J. Smith, 13524 Routh Road at **7:04 p.m.**

**CARRIED**

**2022-263      Councillor Pennings – Councillor North      Adjournment of C of A**

**THAT** the meeting of the Committee of Adjustment to hear applications MV 2022-08, filed by R. Plain, 13509 Routh Road and MV 2022-09, filed by C. Bowman and J. Smith, 13524 Routh Road adjourns, and the regular meeting of council reconvenes at **7:24 p.m.**

**CARRIED**

**REPORTS:**

**2022-264      Councillor Pennings – Deputy Mayor Monteith      Design Guidelines  
Manual – Part 1**

**THAT** report ENG 2022-38, Design Guidelines Manual-Part 1 be deferred to the next Council meeting.

**CARRIED**

**Shedden and Fingal Sewer System**

**STAFF DIRECTION**

Staff was directed by Council to:

- i. develop preliminary, high level costing estimates for the for Shedden and Fingal, and the phasing that will be required;
- ii. investigate additional routing options for development potential properties in Fingal, including engaging with prospective properties for alternate routes to connect to the municipal system on Union Road;
- iii. review additional options for pumping station location for Fingal;
- iv. determine cost estimates related to EA Addendum work required for other options, if required.

**DELEGATION:**

**8:19 p.m. – 8:34 p.m.**

**Mark Harris presented the reports to Council.**

**2022- 265      Deputy Mayor Monteith – Councillor North      OCWA 2<sup>nd</sup> Quarter Reports**

**THAT** Council of the Township of Southwold hereby receives the reports from Mark Harris, OCWA re: The Southwold Water Distribution System 2<sup>nd</sup> Quarter Operations Report and the Talbotville Wastewater Treatment Plant 2<sup>nd</sup> Quarter Operations Report for information purposes.

**CARRIED**

**REPORTS:**

**2022-266      Councillor Pennings – Councillor North      Integrity Commissioner, Closed Meeting Investigator, Ombudsman – County RFP**

**THAT** the Council of the Township of Southwold agrees to enter into an agreement with Aird & Berlis LLP for Integrity Commissioner, Closed Meeting Investigator and Ombudsman Services as set out in the response to Elgin County RFP2022-P36; and

**THAT** the appropriate authorizing by-law be brought forward for Council's consideration.

**CARRIED**

**2022-267      Councillor North – Deputy Mayor Monteith      Christmas Gift Certificate Policy**

**THAT** Council adopt Policy HR-61 Christmas Gift Certificate Policy as attached to this report.

**CARRIED**

**2022-268      Deputy Mayor Monteith – Councillor Pennings      Electronic Monitoring Policy**

**THAT** Council adopt Policy HR-31 Electronic Monitoring Policy, as attached to this report.

**CARRIED**

**2022-269      Councillor Pennings – Councillor North      FCM Asset Management Agreement**

**THAT** Council authorize the Mayor and Clerk to sign the attached FCM Asset Management Grant Agreement.

**CARRIED**

**2022-270      Councillor North – Deputy Mayor Monteith      Asset Management Plan**

**THAT** Council adopt the 2022 Township of Southwold Asset Management Plan as prepared by PSDCitywide dated September 26, 2022.

**CARRIED**

**County Council Highlights**

Mayor Jones presented the County Council Highlights to Council.

**CORRESPONDENCE:**

**2022-271      Councillor Pennings – Councillor North      Optimist Club Santa Claus Parade**

**THAT** Council of the Township of Southwold grants permission to the Optimist Club of Fingal-Shedden & District to hold the annual Santa Claus parade in the Village of Fingal on Sunday December 4, 2022 beginning at 2:00 p.m. until approximately 3:00 p.m.; acknowledging that traffic will be stopped along Township and County roads as part of the parade route as per the request; and

**THAT** the Clerk be authorized to sign the Road Closure Agreement with Elgin County for the purpose of the parade.

**CARRIED**

**BY-LAWS:**

- By-law No. 2022-80, being a by-law to appoint a Community Emergency Management Coordinator (CEMC) and to repeal By-law No. 2021-21
- By-law No. 2022-81, being a By-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on September 26, 2022

**2022-272**

**Deputy Mayor Monteith – Councillor Pennings**

**By-laws**

**THAT** By-laws Nos. 2022-80 and 2022-81 be read a first and second time, considered read a third time and finally passed this 26<sup>th</sup> day of September 2022.

**CARRIED**

**OTHER BUSINESS**

Council reviewed the item

**ADJOURNMENT:**

**2022-273**

**Councillor Pennings – Councillor North**

**Adjournment**

**THAT** Council for the Township of Southwold adjourns this Regular meeting of Council at **8:53 p.m.**

**CARRIED**

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Mayor  
Grant Jones

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CAO/Clerk  
Jeff Carswell



## **G.H. PENNINGS DRAIN 2022**

### **Township of Southwold**



**SPRIET  
ASSOCIATES**  
ENGINEERS & ARCHITECTS

155 York Street  
London, Ontario N6A 1A8  
Tel. (519) 672-4100  
Fax (519) 433-9351  
Email: [mail@spriet.on.ca](mailto:mail@spriet.on.ca)  
[www.spriet.on.ca](http://www.spriet.on.ca)

## **G.H. PENNINGS DRAIN 2022**

### **Township of Southwold**

To the Mayor and Council of  
The Township of Southwold

Mayor and Council:

We are pleased to present our report on the construction of the G.H. Pennings Municipal Drain serving parts of Lots 18 to 21, Concessions S.N.B.R.T. and N.N.B.R.T. in the Township of Southwold.

### **AUTHORIZATION**

This report was prepared pursuant to Section 4 of the Drainage Act. Instructions were received from your Municipality with respect to a motion of Council. The work was initiated by a petition signed by owners of lands who contain 60% of the area requiring drainage.

### **DRAINAGE AREA**

The total watershed area as described above contains approximately 83.3 hectares. The area requiring drainage is described as parts of Lots 19 and 20, Concession N.N.B.R.T.

### **EXISTING DRAINAGE CONDITIONS**

At a site meeting held with respect to the project and through later discussions, the owners reported the following:

- that the area is currently served by two private main tiles
- that the existing lower portion of the west tile was newer and should be incorporated as part of the new drain, if possible
- that currently these tiles outlet into private ditches on the north side of the Entegrus Transmissions Inc. (Entegrus) right-of-way
- that both tiles utilize existing surface pipes under the existing Entegrus right-of-way
- that the existing surface culvert downstream under Highway 3 on the Main (East) Drain has silted in



## EXISTING DRAINAGE CONDITIONS (cont'd)

- that the existing laneway for Roll No. 004-041 crosses the Entegrus right-of-way a short distance east of the drain crossing. It was agreed that combining the Entegrus crossing with lowering the laneway by regrading should be investigated as part of this report
- that the upper portion of the west drain across Lot 19 be replaced
- that the existing private tile on the Main Drain be replaced across Lots 19 and 20 and Oneida Road
- that the private ditch between Entegrus and Talbot Line is very shallow in places and floods during larger rain events

A field investigation and survey were completed. Upon reviewing our findings, we note the following:

- that the existing private main tiles are too small to provide proper drainage
- that the existing surface crossings under the Entegrus right-of-way are too shallow to provide a proper sub-surface outlet
- that the existing west tile to be incorporated was undersized compared to current design standards
- that it would be feasible to provide a sub-surface crossing under the intersection of the right-of-way and private laneway for Roll No. 004-041 and permanently lower the laneway elevation at the same time by not backfilling the laneway/right-of-way up to its original height
- that it is more economical to construct an open channel across the Entegrus right-of-way on the west drain than it would be to lower the crossing

Preliminary design, cost estimates and assessments were prepared, and an informal public meeting was held to review the findings and preliminary proposals. Further input and requests were provided by the affected owners at that time and at later dates.

- Entegrus requested that we go ahead with removing the west drain crossing and leave it open to accommodate the depth of the new drain
- that we replace the entire west tile with new drain instead of incorporating the existing undersized tile
- that the Main Drain tile be relocated under the laneway/Entegrus right-of-way crossing and that the intersection be regraded

## DESIGN CRITERIA AND CONSIDERATIONS

The Drainage Coefficient method contained in the "DRAINAGE GUIDE FOR ONTARIO", Publication 29 by the Ontario Ministry of Agriculture, Food, and Rural Affairs (OMAFRA) is typically used to design municipal drains. The Drainage Coefficient defines a depth of water that can be removed in a 24-hour period and is expressed in millimetres per 24 hours. The coefficient used to design this drain with respect to capacity was 38mm per 24 hrs.



**DESIGN CRITERIA AND CONSIDERATIONS (cont'd)**

We would like to point out that there have been no indications of any adverse soil conditions. It should be noted that no formal soil investigation has been made, with this information being provided by the owners.

The proposed design and report have been generally completed using the "GUIDE FOR ENGINEERS WORKING UNDER THE DRAINAGE ACT IN ONTARIO" OMAFRA Publication 852.

**RECOMMENDATIONS**

We are therefore recommending the following:

**MAIN DRAIN**

- that the existing ditch bottom, downstream of Talbot Line, be cleaned out to provide a proper sub-surface drainage outlet
- that the existing ditch between Talbot Line and Entegrus be reconstructed to provide additional depth capacity
- that the culvert under Talbot Line be cleaned out
- that excavated material be levelled adjacent to the drain where specified
- that excavated material be hauled away and disposed of from specified areas
- that the ditch banks at bends be protected with turf mat
- that the telephone cable at Sta. 0+250 be lowered and protected with concrete
- that the working space and access route be cleared and grubbed of trees, brush and scrub where required for machines to access and complete the work on the ditch and the areas where excavated material is to be levelled
- that the stumps, logs, and brush be piled beyond this width
- that the existing culvert and adjacent ditch across the Entegrus right-of-way be incorporated as part of the Main Drain
- that the existing private tile be replaced with a new 200mm to 525mm concrete tile, including related appurtenances, and that the existing tile be destroyed where possible

**WEST DRAIN**

- that the existing pipe culverts in the Entegrus right-of-way on the west drain be removed and left as an open ditch



**• RECOMMENDATIONS (cont'd)**

- that the existing private tile (West) be replaced with a new tile drain, to be known as the West Drain, consisting of 200mm to 400mm concrete tile, including related appurtenances, be constructed to provide a proper surface and sub-surface drainage outlet
- that catchbasins be installed at various locations on the proposed drains to allow direct surface water entry into the tiles and thereby reduce surface flow and erosion

Our design includes the wrapping of tile joints with geotextile to prevent the incursion of fine soil particles into the drain. If areas of poor soil are encountered at the time of construction, it may become necessary to install the tile on crushed stone bedding wrapped with geotextile or substitute plastic filter tile through such areas. The additional costs of such work would be an extra to the project. These areas are typically identified at the time of construction but may only become apparent after construction is completed. In this case, the extra costs for removal and reinstallation on stone bedding would be an extra to the project and if already billed become a supplementary billing.

In accordance with the principals of Section 14(2) of the Drainage Act, the existing surface waterway along the route of the tile drain(s) shall be part of the drainage works for future maintenance. The width available for the waterway shall be equal to the maintenance working width as noted on the Contract Drawings.

**ENVIRONMENTAL CONSIDERATIONS AND MITIGATION MEASURES**

Based on the information available, there are no significant wetlands, sensitive areas, or endangered species within the affected watershed area or along the route of the drains. The proposed construction of the G.H. Pennings Drain 2022 includes quarry stone outlet protection and surface inlets which greatly help reduce the overland surface flows and any subsequent erosion. A temporary flow check of silt fencing is to be installed in the ditch downstream of the tile outlet for the duration of the construction.

**SUMMARY OF PROPOSED WORK**

The proposed work consists of approximately 243 lineal meters of open ditch cleanout and reconstruction including bank protection; approximately 2,379 lineal meters of 200mm to 525mm concrete field tile and HDPE sewer pipe including related appurtenances.

**SCHEDULES**

Three schedules are attached hereto and form part of this report, being Schedule 'A' - Allowances, Schedule 'B' - Cost Estimate, and Schedule 'C' - Assessment for Construction.

Schedule 'A' - Allowances. In accordance with Sections 29 and 30 of the Drainage Act, allowances are provided for right-of-way and damages to lands and crops along the route of the drain as defined below.

Schedule 'B' - Cost Estimate. This schedule provides for a detailed cost estimate of the proposed work which is in the amount of \$313,600.00. This estimate includes engineering and administrative costs associated with this project.



## SCHEDULES (cont'd)

Schedule 'C' - Assessment for Construction. This schedule outlines the distribution of the total estimated cost of construction over the roads and lands which are involved.

Drawing No.'s 1 and 2, Job No. 221041 and specifications form part of this report. They show and describe in detail the location and extent of the work to be done and the lands which are affected.

## ALLOWANCES

**RIGHT-OF-WAY:** Section 29 of the Drainage Act provides for an allowance to the owners whose land must be used for the construction, repair, or future maintenance of a drainage works.

For tile drains where the owners will be able to continue to use the land, the allowance provides for the right to enter upon such lands, and at various times for the purpose of inspecting such drain, removing obstructions, and making repairs. Also, the allowance provides for the restrictions imposed on those lands to protect the right-of-way from obstruction or derogation. The amounts granted for right-of-way on tile drains is based on a percentage of the value of the land designated for future maintenance. Therefore, the amounts granted are based on \$6,750.00/ha. through cropped lands. This value is multiplied by the hectares derived from the width granted for future maintenance and the applicable lengths.

For open ditches, the allowance provides for the loss of land due to the construction provided for in the report. The amounts granted are based on the value of the land, and the rate used was \$45,000.00/ha. When any buffer strip is incorporated and/or created, the allowance granted is for any land beyond a 1.8-meter width deemed to have always been part of the drain. For existing open ditches, the right-of-way to provide for the right to enter and restrictions imposed on those lands is deemed to have already been granted.

**DAMAGES:** Section 30 of the Drainage Act provides for the compensation to landowners along the drain for damages to lands and crops caused by the construction of the drain. The amounts granted are based on \$3,510.00/ha for closed drains installed with a wheel machine and \$4,787.00/ha. for open ditch work with excavated material levelled adjacent to drain. These base rates are multiplied by the hectares derived from the working widths shown on the plans and the applicable lengths.

## ASSESSMENT DEFINITIONS

In accordance with the Drainage Act, lands that make use of a drainage works are liable for assessment for part of the cost of constructing and maintaining the system. These assessments are known as benefit, outlet liability and special benefit as set out under Sections 22 and 23 of the Act.

### SECTION 22

**Benefit** as defined in the Drainage Act means the advantages to any lands, roads, buildings or other structures from the construction, improvement, repair, or maintenance of a drainage works such as will result in a higher market value or increased crop production or improved appearance or better control of surface water, or any other advantages relating to the betterment of lands, roads, buildings, or other structures.



## ASSESSMENT DEFINITIONS (cont'd)

**Special Benefit** is assessed to lands for which some additional work or feature has been included in the construction repair or improvement of a drainage works. The costs of such work are separated and assessed independently from the regular work.

## SECTION 23

**Outlet** liability is assessed to lands or roads that may make use of a drainage works as an outlet either directly or indirectly through the medium of any other drainage works or of a swale, ravine, creek, or watercourse.

In addition, a Public Utility or Road Authority shall be assessed for and pay all the increased cost to a drainage works due to the construction and operation of the Public Utility or Road Authority. This may be shown as either benefit or special assessment.

## ASSESSMENT

A modified "Todgham Method" is typically used to calculate the assessments shown on Schedule 'C'- Assessment for Construction. This entails breaking down the costs of the drain into sections along its route. Special Assessments and Special Benefit Assessments are then extracted from each section.

The remainder is then separated into Benefit and Outlet Assessments. The Benefit is distributed to those properties receiving benefit as defined under "Assessment Definitions", with such properties usually being located along or close to the route of the drain. The Outlet is distributed to all properties within the watershed area of that section on an adjusted basis. The areas are adjusted for location along that section, and relative run-off rates. Due to their different relative run-off rates, forested lands are assessed for outlet at lower rates than cleared lands. Also, roads and residential properties are assessed for outlet at higher rates than cleared farmlands.

The actual cost of the work involving this report, with the exception of Special Assessments, is to be assessed on a pro-rata basis against the lands and roads liable for assessment for benefit and outlet as shown in detail on Schedule 'C' - Assessment for Construction. The Special Assessments shall be levied as noted in the Section "Special Assessment".

The cost to restore water supply for any well determined to be impacted by any construction covered under this report shall become part of this report and be pro-rated with the costs provided for in this report.

## SPECIAL BENEFIT ASSESSMENTS

Special Benefit Assessments have been made against individual properties for their portion of the cost of various special works provided to them. These works typically include farm or access culverts, outlet pipes, rock chutes, and rip-rap protection on banks and around existing outlet pipes and shall be as shown on Schedule 'C' - Assessment for Construction. For open drains the Contractor shall contact the owner and request that all known outlet pipes be marked by the owner prior to commencement of excavation on each property. All outlets so marked or visible or as



**SPECIAL BENEFIT ASSESSMENTS (cont'd)**

noted on the profile, and subsequently damaged by the Contractor's operations, will be repaired by the Contractor at his cost. All other outlet pipes repaired by the Contractor under direction of the Drainage Superintendent or Engineer shall be considered an extra to the contract price. This cost shall be assessed to the property as a non-pro-rateable special benefit. These outlet pipes are not part of the drain for future maintenance purposes.

**SPECIAL ASSESSMENT**

In accordance with Section 26 of the Drainage Act, Special Assessments have been made against the Township of Southwold and the County of Elgin being the increased cost to the drainage work for installing a 200mm diameter sewer pipe and for the cleanout of the existing culvert across their road allowance, respectively on the Main Drain due to the construction and operation of Oneida Road and Talbot Line. The Special Assessments shall be made up of the actual cost of this work and both the final and estimated values of the Special Assessment are to be calculated as follows:

Road	Cost of Work	Less Equivalent Drain Cost (Fixed)	Plus Administration Cost	Plus Interest, Contract Security, & Net H.S.T.	Special Assessment
Oneida Road	\$4,230.00	\$430.00	\$1,900.00	\$290.00	\$5,990.00
Talbot Line	\$2,250.00	\$350.00	\$1,450.00	\$170.00	\$3,520.00

In accordance with Section 26 of the Drainage Act, a Special Assessment has been made against the Township of Southwold for the cost of locating and determining the elevation of their watermain along Talbot Line, being the increased cost to the drainage works due to the construction and operation of their utilities. The Special Assessment shall be as shown on Schedule 'C'.

In accordance with Section 26 of the Drainage Act, a Special Assessment has been made against Bell Canada being the increased cost to the drainage work for locating and determining the elevation of their fibre optic and telephone cables along Talbot Line on the Main Drain due to the construction and operation of their utilities. The Special Assessment shall be made up of the actual cost of this work and both the final and estimated values of the Special Assessment are to be calculated as follows:

Location	Cost of Work	Cost of Locating and Exposing	Plus Administration Cost	Plus Interest, Contract Security, & Net H.S.T.	Special Assessment
Talbot Line	\$1,200.00	\$1,010.00	\$1,500.00	\$190.00	\$3,900.00

In accordance with Section 26 of the Drainage Act, a Special Assessment has been made against Enbridge Gas for the cost of locating and determining the elevation of their gasmain along Talbot Line, being the increased cost to the drainage works due to the construction and operation of their utilities. The Special Assessment shall be as shown on Schedule 'C'.





## SPECIAL ASSESSMENT (cont'd)

If any additional work is required to the drainage works due to the existence of buried utilities such as gas/water/oil pipelines, communications cables, etc. or if any of the utilities require relocation or repair, then, the extra costs incurred shall be borne by the utility involved in accordance with the provisions of Section 26 of the Drainage Act.

## GRANTS

In accordance with the provisions of Section 85 of the Drainage Act, a grant **may** be available for assessments against privately owned parcels of land which are used for agricultural purposes and eligible for the Farm Property Class Tax rate. Section 88 of the Drainage Act directs the Municipality to make application for this grant upon certification of completion of this drain. The Municipality will then deduct the grant from the assessments prior to collecting the final assessments.

## MAINTENANCE

Upon completion of construction, all owners are hereby made aware of Sections 80 and 82 of the Drainage Act which forbid the obstruction of or damage or injury to a municipal drain. This includes tree roots penetrating tiles from trees planted by owners or naturally occurring. For tiles through bush areas, we recommend the owner maintain the cleared space by either mowing (hay) or growing a crop over it. If no maintenance is completed over several years, we recommend the Municipality complete the mowing/clearing as part of maintenance at the discretion of the Drainage Superintendent.

After completion, the entire G.H. Pennings Drain 2022 shall be maintained by the Township of Southwold at the expense of all upstream lands and roads assessed in Schedule 'C' - Assessment for Construction and in the same relative proportions until such time as the assessment is changed under the Drainage Act, with the exception of the Walser property (Roll # 004-041) which shall have its benefit assessment reduced to \$14,230.00.

Special Assessments shall **not** be pro-rated for future maintenance purposes but shall be applied as an actual cost special if part of the maintenance. Special Benefit Assessments shall only be applied for future maintenance purposes, if the work assessed for special benefit is part of the maintenance.

Respectfully submitted,

SPRIET ASSOCIATES LONDON LIMITED

M.P. DeVos, P. Eng.



MPD:bv



**SPRIET ASSOCIATES**  
engineers & architects

## SCHEDULE 'A' - ALLOWANCES

## G. H. PENNINGS DRAIN 2022

## Township of Southwold

CON.	LOT	ROLL NUMBER (Owner)	Section 29 Right-of-Way	Section 30 Damages	TOTALS
<b>MAIN DRAIN - OPEN PORTION</b>					
NNBTR	Spt. 19	004-040 (K. Snarey)	\$ 620.00	\$ 380.00	\$ 1,000.00
SNBTR	Spt. 19	004-080-05 (S. Williams)	160.00		160.00
SNBTR	Pt. 19	004-080 (B. Fulton)	380.00	260.00	640.00
	Right-of-Way	44-202-01 (Entegrus Transmission Inc.)	80.00		80.00
Total Allowances			\$ 1,240.00	\$ 640.00	\$ 1,880.00

**TOTAL ALLOWANCES ON THE MAIN DRAIN - OPEN PORTION** \$ 1,880.00

## MAIN DRAIN - CLOSED PORTION

NNBTR	Spt. 19	004-041 (E. Walser)	\$ 1,780.00	\$ 1,850.00	\$ 3,630.00
NNBTR	SE½ 20	004-044 (G H Pennings Farms Inc.)	6,760.00	7,030.00	13,790.00
NNBTR	Wpt. 21	004-047 (A. Siviero)	40.00	60.00	100.00
	Right-of-Way	44-202-01 (Entegrus Transmission Inc.)	320.00		320.00
Total Allowances			\$ 8,900.00	\$ 8,940.00	\$ 17,840.00

**TOTAL ALLOWANCES ON THE MAIN DRAIN - CLOSED PORTION** \$ 17,840.00

## WEST DRAIN

NNBTR	Spt. 17&18	004-035 (W. Pennings)	\$ 2,920.00	\$ 720.00	\$ 3,640.00
NNBTR	Spt. 19	004-041 (E. Walser)	4,040.00	4,200.00	8,240.00
NNBTR	SE½ 20	004-044 (G H Pennings Farms Inc.)	50.00	50.00	100.00
	Right-of-Way	44-202-01 (Entegrus Transmission Inc.)	300.00		300.00
Total Allowances			\$ 7,310.00	\$ 4,970.00	\$ 12,280.00

**TOTAL ALLOWANCES ON THE WEST DRAIN** \$ 12,280.00

**TOTAL ALLOWANCES ON THE G. H. PENNINGS DRAIN 2022** \$ 32,000.00

## SCHEDULE 'B' - COST ESTIMATE

## G. H. PENNINGS DRAIN 2022

## Township of Southwold

We have made an estimate of the cost of the proposed work which is outlined in detail as follows:

**MAIN DRAIN - OPEN PORTION**

Mobilization of equipment	\$	1,000.00
62 meters of open ditch cleanout (Approx. 90 m <sup>3</sup> )	\$	660.00
139 meters of open ditch reconstruction (Approx. 270 m <sup>3</sup> )	\$	1,920.00
Sta. 0+118 to Sta. 0+250 haul away excavated material (Approx. 190 m <sup>3</sup> )	\$	3,090.00
Sta. 0+250 to Sta. 0+319 level excavated material	\$	520.00
Clean though existing Surface Culvert under Talbot Line and supply and install NAG C350 Turf Reinforcement Mat around upstream end (approx. 10m <sup>2</sup> TRM req'd)	\$	2,250.00
Seeding of ditch banks and buffer strips (approx. 760 m <sup>2</sup> )	\$	750.00
Clearing & grubbing	\$	400.00
Sta. 0+244 to Sta. 0+252, Sta. 0+262 to Sta. 0+272 & Sta. 0+292 to Sta. 0+304 Regrade ditch banks, seed, supply and place N.A.G. C 350 Turf Reinforcement Mat on resloped and seeded bank (Approx. 85 m <sup>2</sup> Turf Reinforcement Mat required)	\$	2,980.00
Exposing and locating existing utilities (report)	\$	1,525.00
(construction)	\$	1,525.00
Lower Bell Cable to provide 100mm clearance to ditch grade and pour 1.2m x 1.5m concrete pad protection in ditch bottom and on slopes	\$	1,200.00
Contract security financing	\$	160.00
Contingencies	\$	750.00
Allowances under Sections 29 & 30 of the Drainage Act	\$	1,880.00

**MAIN DRAIN - CLOSED PORTION**

Mobilization of equipment	\$	1,000.00
Supply & install 6 meters of 525mm dia., H.D.P.E. plastic sewer pipe including rodent gate and quarry stone rip-rap protection around pipe and end of ditch (Approximately 8m <sup>3</sup> quarry stone req'd)	\$	3,550.00

## SCHEDULE 'B' - COST ESTIMATE (cont'd)

**G. H. PENNINGS DRAIN 2022**  
**Township of Southwold**
**MAIN DRAIN - CLOSED PORTION (cont'd)**

Installation of the following concrete field tile including supply & installation of geotextile around tile joints (approx. 1550m req'd)

149 meters of 200mm dia. concrete tile	\$ 3,340.00
250 meters of 250mm dia. concrete tile	\$ 5,890.00
300 meters of 300mm dia. concrete tile	\$ 7,250.00
300 meters of 350mm dia. concrete tile	\$ 7,660.00
230 meters of 450mm dia. concrete tile	\$ 6,450.00
67 meters of 525mm dia. concrete tile	\$ 2,180.00
Supply of the above listed tile/pipe	\$ 31,210.00

Contingency Allowance to install the new tile immediately adjacent to the existing tile and destroy the existing tile with a rubber tired backhoe afterwards  
(See General Notes on Drawings) (Approx. 762 meters)

\$ 3,050.00

Strip, stockpile and relevel topsoil from tile trench and adjacent working area  
(4m wide) specified on drawings (approx. 1220m)

\$ 7,320.00

13 meters of 200mm sewer pipe

Supply

\$ 330.00

Installation under Oneida Road by open cut

\$ 3,900.00

25 meters of 525mm sewer pipe

Supply

\$ 3,080.00

Installation under Laneway/Entegrus ROW

\$ 10,000.00

Exposing and locating existing tile drains (approx. 860m)

(report)

\$ 250.00

(construction)

\$ 990.00

Exist. laneway and Entegrus Transmission ROW intersection to be regraded and lowered, with excavated material (500m³) to be spread in along south slope east of laneway within Entegrus property. Remaining material (120m³) to be spread over north/south private laneway including stripping, stockpiling and redistribution of granular material

\$ 6,000.00

Supply and install one 900mm x 1200mm and one 600mm x 600mm ditch inlet catchbasin, one 600mm x 600mm and one 900mm x 1200mm standard catchbasin, including berms with Turfmat overflow chutes, grates, leads, removal and disposal of existing catchbasins

\$ 14,200.00

Clearing & grubbing

\$ 2,500.00

Tile connections as noted on plan

\$ 700.00

Contract security financing

\$ 1,810.00

Tile connections and contingencies

\$ 2,500.00

Allowances under Sections 29 & 30 of the Drainage Act

\$ 17,840.00

## SCHEDULE 'B' - COST ESTIMATE (cont'd)

**G. H. PENNINGS DRAIN 2022**  
**Township of Southwold**
**WEST DRAIN**

Mobilization of equipment		\$	1,000.00
Construct ditch through existing Entegrus right of way, including levelling/piling of excavated material in ROW and removal and disposal of existing surface culvert and existing concrete headwall, and supply and installation of S-75 Erosion Control Blanket and ditch cleanout at downstream limits. (Approximately 900m <sup>3</sup> excavation required and 70m <sup>2</sup> S75 required )		\$	10,200.00
Supply & install 6 meters of 450mm dia., H.D.P.E. plastic sewer pipe including rodent gate and quarry stone rip-rap protection around pipe and end of ditch (Approximately 6m <sup>3</sup> quarry stone req'd)		\$	3,110.00
Installation of the following concrete field tile including supply & installation of geotextile around tile joints (approx. 1.220m req'd)			
189 meters of 200mm dia. concrete tile		\$	4,240.00
200 meters of 300mm dia. concrete tile		\$	4,830.00
450 meters of 350mm dia. concrete tile		\$	11,490.00
194 meters of 400mm dia. concrete tile		\$	5,180.00
Supply of the above listed tile		\$	23,810.00
Strip, stockpile and releve topsoil from tile trench and adjacent working area (4m wide) specified on drawings (approx. 1039m)		\$	6,230.00
Supply and install one 600mm x 600mm standard catchbasin and one 600mm x 600mm DICB including berms with Turfmat overflow chutes, grates, leads, removal and disposal of existing catchbasin.		\$	6,900.00
Exposing and locating existing tile drains (approx. 440m)	(report)	\$	380.00
	(construction)	\$	880.00
Clearing & grubbing		\$	1,200.00
Tile connections as noted on plan		\$	300.00
Contract security financing		\$	1,200.00
Tile connections and contingencies		\$	1,500.00
Allowances under Sections 29 & 30 of the Drainage Act		\$	12,280.00

## SCHEDULE 'B' - COST ESTIMATE (cont'd)

**G. H. PENNINGS DRAIN 2022  
Township of Southwold****ADMINISTRATION**

Conservation Authority Review Fee	\$ 300.00
Interest and Net Harmonized Sales Tax	\$ 9,507.00
Survey, Plan and Final Report	\$ 34,746.00
Expenses	\$ 2,107.00
Supervision and Final Inspection	\$ <u>8,600.00</u>

<b>TOTAL ESTIMATED COST</b>	<b>\$ <u>313,600.00</u></b>
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## SCHEDULE 'C' - ASSESSMENT FOR CONSTRUCTION

## G. H. PENNINGS DRAIN 2022

## Township of Southwold

Job No. 221041

July 22, 2022

\* = Non-agricultural

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	SPECIAL BENEFIT	BENEFIT	OUTLET	TOTAL
<b>MAIN DRAIN - OPEN PORTION</b>							
* NNBTR	SPt. 18	0.20	004-039-01 (S & B Holdings LTD.)	\$	\$	57.00	\$ 57.00
NNBTR	SPt. 19	8.9	004-041 (E. Walser)			1,500.00	1,500.00
* NNBTR	SPt. 19	0.32	004-039 (K. Schell)			52.00	52.00
* NNBTR	SPt. 19	0.62	004-040 (K. Snarey)		1,280.00	89.00	1,369.00
* NNBTR	SPt. 19	0.25	004-040-01 (B. Gillespie)		800.00	45.00	845.00
NNBTR	SE½ 20	30.3	004-044 (G H Pennings Farms Inc.)			4,364.00	4,364.00
NNBTR	WPt. 21	5.7	004-047 (A. Siviero)			960.00	960.00
* SNBTR	SPt. 19	0.0	004-080-05 (S. Williams)		170.00		170.00
* SNBTR	Pt.20	0.1	004-082 (Yarmouth Machine Company)			3.00	3.00
* SNBTR	Pt. 19	0.2	004-080 (B. Fulton)		550.00	8.00	558.00
* Right-of-Way		0.9	44-202-01 (Entegrus Transmission Inc.)		440.00	396.00	836.00
TOTAL ASSESSMENT ON LANDS				\$	\$ 3,240.00	\$ 7,474.00	\$ 10,714.00
Talbot Line		2.3	County of Elgin	\$ 2,420.00	\$ 3,350.00	\$ 636.00	\$ 6,406.00
Oneida Road		0.4	Township of Southwold			200.00	200.00
TOTAL ASSESSMENT ON ROADS				\$ 2,420.00	\$ 3,350.00	\$ 836.00	\$ 6,606.00
<b>SPECIAL ASSESSMENT</b> against the County of Elgin for the increased cost of cleaning through the existing surface pipe under County Road No 3 - Talbot Line							\$ 3,520.00
<b>SPECIAL ASSESSMENT</b> against Bell Canada for the increased cost of construction and locating and exposing their fibre optic and phone cables on County Road No 3 -Talbot Line							\$ 3,900.00
<b>SPECIAL ASSESSMENT</b> against the Township of Southwold for the increased cost of exposing their watermain on County Road No 3 -Talbot Line							\$ 2,160.00
<b>SPECIAL ASSESSMENT</b> against Enbridge Gas for the increased cost of exposing their gas line and services on County Road No 3 -Talbot Line							\$ 2,140.00
<b>TOTAL ASSESSMENT ON THE MAIN DRAIN - OPEN PORTION</b>							<b>\$ 29,040.00</b>

## SCHEDULE 'C' - ASSESSMENT FOR CONSTRUCTION (Cont'd)

**G. H. PENNINGS DRAIN 2022****Township of Southwold**

\* = Non-agricultural

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL
<b>MAIN DRAIN - CLOSED PORTION</b>						
NNBTR	Spt. 19	8.9	004-041 (E. Walser)	\$ 20,200.00	\$ 5,611.00	\$ 25,811.00
NNBTR	SE½ 20	30.3	004-044 (G H Pennings Farms Inc.)	49,430.00	38,196.00	87,626.00
NNBTR	WPt. 21	5.7	004-047 (A. Siviero)	1,350.00	21,037.00	22,387.00
* Right-of-Way		0.2	44-202-01 (Entegrus Transmission Inc.)	2,540.00	148.00	2,688.00
TOTAL ASSESSMENT ON LANDS				\$ 73,520.00	\$ 64,992.00	\$ 138,512.00
Talbot Line		0.4	County of Elgin	\$	\$ 369.00	\$ 369.00
Oneida Road		0.4	Township of Southwold	3,680.00	4,429.00	8,109.00
TOTAL ASSESSMENT ON ROADS				\$ 3,680.00	\$ 4,798.00	\$ 8,478.00
<b>SPECIAL ASSESSMENT</b> against the Township of Southwold for the increased cost of installing 200mm sewer pipe under the Oneida Road Allowance						\$ 5,990.00
<b>SPECIAL BENEFIT ASSESSMENT</b> against Entegrus Transmission Inc. for the theoretical increased cost of constructing a ditch through the former railway embankment						\$ 18,480.00
<b>TOTAL ASSESSMENT ON MAIN DRAIN - CLOSED PORTION</b>						<b>\$ 171,460.00</b>



## SCHEDULE 'C' - ASSESSMENT FOR CONSTRUCTION (Cont'd)

**G. H. PENNINGS DRAIN 2022****Township of Southwold**

\* = Non-agricultural

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL
<b>WEST DRAIN</b>						
NNBTR	SPt. 17&18	8.3	004-035 (W. Pennings)	\$ 21,930.00	\$ 4,527.00	\$ 26,457.00
NNBTR	SPt. 19	16.0	004-041 (E. Walser)	28,700.00	30,331.00	59,031.00
NNBTR	SE½ 20	8.8	004-044 (G H Pennings Farms Inc.)	650.00	12,512.00	13,162.00
* Right-of-Way			44-202-01 (Entegrus Transmission Inc.)	900.00		900.00
TOTAL ASSESSMENT ON LANDS				\$ 52,180.00	\$ 47,370.00	\$ 99,550.00

**SPECIAL BENEFIT ASSESSMENT** against Entengrus Transmission Inc. for the  
increased cost of constructing a ditch through the former railway embankment

\$ 13,550.00

**TOTAL ASSESSMENT ON WEST DRAIN****\$ 113,100.00****TOTAL ASSESSMENT ON THE G. H. PENNINGS DRAIN 2022****\$ 313,600.00**

# SCHEDULE OF NET ASSESSMENT

## G. H. PENNINGS DRAIN 2022

### Township of Southwold

Job No. 221041

July 22, 2022

\* = Non-agricultural

ROLL NUMBER (OWNER)	TOTAL ASSESSMENT	GRANT	ALLOWANCES	APPROX. NET
004-035 (W. Pennings)	\$ 26,457.00	\$ 8,819.00	\$ 3,640.00	\$ 13,998.00
* 004-039-01 (S & B Holdings LTD.)	57.00			57.00
004-041 (E. Walser)	86,342.00	28,781.00	11,870.00	45,691.00
* 004-039 (K. Schell)	52.00			52.00
* 004-040 (K. Snarey)	1,369.00		1,000.00	369.00
* 004-040-01 (B. Gillespie)	845.00			845.00
004-044 (G H Pennings Farms Inc.)	105,152.00	35,051.00	13,890.00	56,211.00
004-047 (A. Siviero)	23,347.00	7,782.00	100.00	15,465.00
* 004-080-05 (S. Williams)	170.00		160.00	10.00
* 004-082 (Yarmouth Machine Company)	3.00			3.00
* 004-080 (B. Fulton)	558.00		640.00	-82.00
* 44-202-01 (Entegrus Transmission Inc.)	4,424.00		700.00	3,724.00
Special Benefit Assessment	32,030.00			32,030.00
<u>Special Assessments</u>				
Southwold Watermain	\$ 2,160.00	\$	\$	\$ 2,160.00
Bell Canada	3,900.00			3,900.00
Enbridge Gas	2,140.00			2,140.00
* Talbot Line	\$ 6,775.00	\$	\$	\$ 6,775.00
Special Assessment	3,520.00			3,520.00
* Oneida Road	8,309.00			8,309.00
Special Assessment	5,990.00			5,990.00
	<u>\$ 313,600.00</u>	<u>\$ 80,433.00</u>	<u>\$ 32,000.00</u>	<u>\$ 201,167.00</u>

# **SPECIFICATIONS FOR CONSTRUCTION OF MUNICIPAL DRAINAGE WORKS**

## **G E N E R A L   I N D E X**

SECTION A	General Work	Pages 1 to 6
SECTION B	Open Drain	Pages 7 to 9
SECTION C	Tile Drain	Pages 10 to 15
STANDARD DETAILED DRAWINGS		SDD-01 to SDD-05





## SECTION A - GENERAL WORK

### I N D E X

<u>SECTION NUMBER</u>	<u>PAGE NO.</u>
A.1 COMMENCEMENT AND COMPLETION OF WORK.....	1
A.2 WORKING AREA AND ACCESS.....	1
A.3 ROAD CROSSINGS.....	1
A.4 SURPLUS EXCAVATED MATERIAL AND GRAVEL.....	3
A.5 FENCES.....	3
A.6 LIVESTOCK.....	4
A.7 STANDING CROPS.....	4
A.8 RAILWAYS, HIGHWAYS, UTILITIES.....	4
A.9 LOCATION OF UTILITIES.....	4
A.10 IRON BARS.....	4
A.11 STAKES.....	4
A.12 RIP-RAP.....	5
A.13 GABION BASKETS.....	5
A.14 RESTORATION OF LAWNS.....	5
A.15 RESTORATION OF ROADS AND LANEWAYS.....	6



## **SECTION A**

### **GENERAL WORK**

#### **A.1 COMMENCEMENT AND COMPLETION OF WORK**

The work must commence immediately after the Contractor is notified of the acceptance of his tender or at a later date, if set out as a condition of the tender. If weather creates poor ground or working conditions the Contractor may be required, at the discretion of the Engineer, to postpone or halt work until conditions become acceptable.

As noted on the drawn, the contractor must first arrange for a preconstruction meeting to be held on the site with the Contractor and affected owners attending to review in detail the construction scheduling, access and other pertinent details. The Contractor's costs for attending this meeting shall be included in his lump sum tender price. If the Contractor leaves the job site for a period of time after initiation of work, he shall give the Engineer and the Superintendent a minimum of twenty-four (24) hours' notice prior to returning to the project.

The work must be proceeded with in such a manner as to ensure its completion at the earliest possible date and within the time limit set out in the tender or in the contract documents.

#### **A.2 WORKING AREA AND ACCESS**

The working area available to the Contractor to construct the drain and related works including an access route to the drain shall be as specified on the drawings.

Should the specified widths become inadequate due to unusual conditions, the Contractor shall notify the Engineer immediately in order that negotiations with the affected owners can take place.

Where a Contractor exceeds the specified widths due to the nature of his operations and without authorization, he shall be held responsible for the costs of all additional damages and the amount shall be deducted from his contract price and paid to the affected owners by the Municipality.

#### **A.3 ROAD CROSSINGS**

##### **.1 General**

- .1 Scope: These specifications apply to all road crossings - Municipal, County, Regional, or Highway Roads. Where the word "Authority" is used, it shall be deemed to apply to the appropriate owning authority. These specifications in no way limit the Authority's Specifications and Regulations governing the construction of drains on their Road Allowance. The Authority will supply no labour, equipment or materials for the construction of the road crossing unless otherwise noted on the drawings.
- .2 Road Occupancy Permit: Where applicable the Contractor must submit an Application for a Road Occupancy Permit to the Authority and allow a minimum of 5 working days (exclusive of holidays) for its review and issuance.
- .3 Road Closure Request and Construction Notification: The Contractor shall submit written notification of construction and request for road closure (if applicable) to the Road Authority/Public Works Manager and the Drainage Engineer or Superintendent for review and approval a minimum of five (5) working days (exclusive of holidays) prior to proceeding with any work on road allowance. It shall be the Road Authority's responsibility to notify all the applicable emergency services, schools, etc. of the road closure or construction taking place.
- .4 Traffic Control: Where the Contractor is permitted to close the road to through traffic, the Contractor shall provide for and adequately sign the detour route to the satisfaction of the Road Authority. Otherwise, the Contractor shall keep the road open to traffic at all times. The Contractor shall provide, for the supply, erection and maintenance, suitable warning signs and/or flagmen in accordance with the Manual of Uniform Traffic Control Devices and to the satisfaction of the Road Authority to notify the motorists of work on the road ahead.



A.3 **ROAD CROSSINGS** (cont'd)

- .5 **Site Meeting/Inspection:** A site meeting shall be held with the affected parties to review in detail the crossing and/or its related works. The Authority's Inspector and/or the Drainage Engineer will inspect the work while in progress to ensure that the work is done in strict accordance with the specifications.
- .6 **Weather:** No construction shall take place during inclement weather or periods of poor visibility.
- .7 **Equipment:** No construction material and/or equipment is to be left within 3 meters of the edge of pavement overnight or during periods of inclement weather.

.2 **Jacking and Boring**

- .1 **Material:** The bore pipe shall consist of new, smooth wall steel pipe, meeting the requirements of H20 loading for road crossings and E80 loading for railway crossings. The minimum size, wall thickness and length shall be as shown on the drawings. Where welding is required, the entire circumference of any joint shall be welded using currently accepted welding practices.
- .2 **Site Preparation and Excavation:** Where necessary, fences shall be carefully taken down as specified in the General Conditions. Prior to any excavation taking place, all areas which will be disturbed shall be stripped of topsoil. The topsoil is to be stockpiled in locations away from the bore operation, off the line of future tile placement and out of existing water runs or ditches. The bore pit shall be located at the upstream end of the bore unless otherwise specified or approved. Bore pits shall be kept back at least 1 meter from the edge of pavement and where bore pits are made in any portion of the shoulder, the excavated material shall be disposed of off the road allowance and the pit backfilled with thoroughly compacted Granular "A" for its entire depth.
- .3 **Installation:** The pipe shall be installed in specified line and grade by a combination of jacking and boring. Upon completion of the operations, both ends of the bore pipe shall be left uncovered until the elevation has been confirmed by the Engineer or Superintendent. The ends of the bore pipe shall be securely blocked off and the location marked by means of a stake extending from the pipe invert to 300mm above the surrounding ground surface.
- .4 **Unstable Soil or Rock:** The Contractor shall contact the Engineer immediately should unstable soil be encountered or if boulders of sufficient size and number to warrant concern are encountered. Any bore pipe partially installed shall be left in place until alternative methods or techniques are determined by the Engineer after consultation with the Contractor, the Superintendent and the owning authority.
- .5 **Tile Connections:** Prior to commencement of backfilling, all tile encountered in excavations shall be reconnected using material of a size comparable to the existing material. Where the excavation is below the tile grade, a compacted granular base is to be placed prior to laying the tile. Payment for each connection will be made at the rate outlined in the Form of Tender and Agreement.
- .6 **Backfill:** Unless otherwise specified, the area below the proposed grade shall be backfilled with a crushed stone bedding. Bore pits and excavations outside of the shoulder area may be backfilled with native material compacted to a density of 95% Standard Proctor. All disturbed areas shall be neatly shaped, have the topsoil replaced and hand seeded. Surplus material from the boring operation shall be removed from the site at the Contractor's expense.
- .7 **Restoration:** The entire affected area shall be shaped and graded to original lines and grades, the topsoil replaced, and the area seeded down at the rate of 85 kg/per ha. unless otherwise specified or in accordance with the M.T.O. Encroachment Permit. Fences shall be restored to their original condition in accordance with the General Conditions.
- .8 **Acceptance:** All work undertaken by the Contractor shall be to the satisfaction of the Engineer.





### A.3 **ROAD CROSSINGS** (cont'd)

#### .3 **Open Cut**

- .1 **Material**: The culvert or sub-drain crossing pipe material shall be specified on the drawings.
- .2 **Site Preparation and Excavation**: Where necessary, fences shall be carefully taken down as specified in the general conditions. Prior to any excavation taking place, the areas which will be disturbed shall be stripped of topsoil. The topsoil is to be stockpiled in locations away from the construction area.
- .3 **Installation**: The pipe shall be installed using bedding and cover material in accordance with Standard Detailed Drawing No. 2 or detail provided on drawings.
- .4 **Unstable Soil or Rock**: The Contractor shall contact the Engineer immediately should unstable soil be encountered or if boulders of sufficient size and number to warrant concern are encountered.
- .5 **Tile Connections**: Prior to commencement of backfilling, all tiles encountered in excavations shall be reconnected using material of a size comparable to the existing material. Where the excavation is below the tile grade, a compacted granular base is to be placed prior to laying the tile. Payment for connections not shown on the drawings shall be an extra to the contract.
- .6 **Backfill**: Backfill from the top of the cover material up to the underside of road base shall meet the requirements for M.T.O. Granular "B". The backfill shall be placed in lifts not exceeding 300mm in thickness and each lift shall be thoroughly compacted to produce a density of 98% Standard Proctor. Granular "B" road base for County Roads and Highways shall be placed to a 450mm thickness and Granular "A" shall be placed to a thickness of 200mm, both meeting M.T.O. requirements. Granular road base materials shall be thoroughly compacted to produce a density of 100% Standard Proctor.

Where the road surface is paved, the Contractor shall be responsible for placing an HL-4 Hot Mix Asphalt patch of the same thickness as the existing pavement. The asphalt patch shall be flush with the existing roadway on each side and not overlap. If specified, the asphalt patch shall not be placed immediately over the road base and the Granular "A" shall be brought up flush with the existing asphalt and a liberal amount of calcium chloride shall be spread on the gravel surface. The asphalt patch must be completed within the time period set out on the drawing.

The excavated material from the trench beyond a point 2.5 meters from the travelled portion or beyond the outside edge of the gravel shoulder, may be used as backfill in the trench in the case of covered drains. This material should be compacted in layers not exceeding 600mm.

### A.4 **SURPLUS EXCAVATED MATERIAL AND GRAVEL**

Excess excavated material from open cut installation through roads, railways, laneways and lawn/grass areas, shall be removed and disposed of off-site by the Contractor as part of their lump sum installation price. If as a result of any work, gravel or crushed stone is required and not all the gravel or crushed stone is used in the construction of the works, the Contractor shall haul away such surplus gravel or stone unless otherwise approved.

### A.5 **FENCES**

No earth shall be placed against fences and all fences removed by the Contractor are to be replaced by him in as good condition as found. In general, the Contractor will not be allowed to cut existing fences but shall disconnect existing fences at the nearest anchor post or other such fixed joint and shall carefully roll it back out of the way. Where the distance to the closest anchor post or fixed joint exceeds 50 meters, the Contractor will be allowed to cut and splice in accordance with accepted methods and to the satisfaction of the owner and the Engineer or Superintendent. Where existing fences are deteriorated to the extent that existing materials are not salvageable for replacement, the Contractor shall notify the Engineer or the Superintendent prior to dismantling. Fences damaged beyond salvaging by the Contractor's negligence shall be replaced with new materials, similar to those existing, at the Contractor's expense. The replacement of the fences shall be done to the satisfaction of the owner and the Engineer or Superintendent. The site examination should indicate to the Contractor such work, if any, and an allowance should be made in the tendered price.

The Contractor shall not leave any fence open when he is not at work in the immediate vicinity.

**A.6 LIVESTOCK**

The Contractor shall provide each property owner with 48 hours' notice prior to removing any fences along fields which could possibly contain livestock. Thereafter, the property owner shall be responsible to keep all livestock clear of the construction areas until further notified. Where necessary, the Contractor will be directed to erect temporary fences. The Contractor shall be held responsible for loss or injury to livestock or damage caused by livestock, where the injury or damage is caused by his failure to notify the property owner or through negligence or carelessness on the part of the Contractor.

The Contractor constructing a tile drain shall not be held responsible for damages or injury to livestock occasioned by leaving trenches open for inspection by the Engineer if he notifies the owner at least 48 hours prior to commencement of the work on that portion. The Contractor will be held liable for such damages or injury if the backfilling of such trenches is delayed more than 1 day after acceptance by the Engineer.

**A.7 STANDING CROPS**

The Contractor shall not be held responsible for damages to standing crops within the working area available and the access route provided if he notifies the owner thereof at least 48 hours prior to commencement of the work on that portion.

**A.8 RAILWAYS, HIGHWAYS, UTILITIES**

A minimum of forty-eight (48) hours' notice to Railways, Highways and Utilities, exclusive of Saturdays, Sundays and Holidays, shall be required by the Contractor prior to any work being performed and in the case of a pipe being installed by open cutting or boring under a Highway or Railway, a minimum of 72 hours' notice is required.

**A.9 UTILITIES**

The attention of the Contractor is drawn to the presence of utilities along the course of the drain. The Contractor will be responsible for determining the location of all utilities and will be held liable for any damage to all utilities caused by his operations. The Contractor shall co-operate with all authorities to ensure that all utilities are protected from damage during the performance of the work. The cost of any necessary relocation work shall be borne by the utility. No allowance or claims of any nature will be allowed on account for delays or inconveniences due to utilities relocation, or for inconveniences and delays caused by working around or with existing utilities not relocated.

**A.10 IRON BARS**

The Contractor shall be held liable for the cost of an Ontario Land Surveyor to replace any iron bars destroyed during the course of construction.

**A.11 STAKES**

At the time of the survey, stakes are set along the course of the drain at intervals of 50 meters. The Contractor shall ensure that the stakes are not disturbed unless approval is obtained from the Engineer. Any stakes removed by the Contractor without the authority of the Engineer, shall be replaced at the expense of the Contractor. At the request of the Contractor, any stakes which are removed or disturbed by others or by livestock, shall be replaced at the expense of the drain.



#### A.12 **RIP-RAP**

Rip-rap shall be specified on the drawings and shall conform to the following:

- .1 **Quarry Stone**: shall range in size from 150mm to 300mm evenly distributed and shall be placed to a 300mm thickness on a filter blanket at a 1.5 to 1 slope unless otherwise noted. Filter blanket to be Mirafi 160N or approved equal.
- .2 **Broken Concrete**: may be used in areas outside of regular flows if first broken in maximum 450mm sized pieces and mixed to blend with quarry stone as above. No exposed reinforcing steel shall be permitted.
- .3 **Shot Rock**: shall range in size from 150mm to 600mm placed to a depth of 450mm thickness on a filter blanket at a 1.5:1 slope unless otherwise noted. Filter blanket to be Mirafi 160N or approved equal.

#### A.13 **GABION BASKETS**

Supply and install gabion basket rip-rap protection as shown on the drawings.

Gabion baskets shall be as manufactured by Maccaferri Gabions of Canada Ltd. or approved equal and shall be assembled and installed in strict accordance with the manufacturer's recommendations.

The gabion fill material shall consist solely of fractured field stone or gabion stone graded in size from 100mm to 200mm (4" to 8") and shall be free of undersized fragments and unsuitable material.

#### A.14 **RESTORATION OF LAWNS**

- .1 **General**: Areas noted on the drawings to be restored with seeding or sodding shall conform to this specification, and the Contractor shall allow for all costs in his lump sum bid for the following works.
- .2 **Topsoil**: Prior to excavation, the working area shall be stripped of existing topsoil. The topsoil stockpile shall be located so as to prevent contamination with material excavated from the trench. Upon completion of backfilling operations, topsoil shall be spread over the working area to a depth equal to that which previously existed but not less than the following:
  - Seeding and sodding - minimum depth of 100mm
  - Gardens - minimum depth of 300mm

In all cases where a shortfall of topsoil occurs, whether due to lack of sufficient original depth or rejection of stockpiled material due to Contractor's operations, imported topsoil from acceptable sources shall be imported at the Contractor's expense to provide the specified depths. Topsoil shall be uniformly spread, graded, and cultivated prior to seeding or sodding. All clods or lumps shall be pulverized, and any roots or foreign matter shall be raked up and removed as directed.

#### .3 **Sodding**

- .1 **Materials**: Nursery sod to be supplied by the Contractor shall meet the current requirements of the Ontario Sod Growers Association for No. 1 Bluegrass Fescue Sod.
- .2 **Fertilizer**: Prior to sod placement, approved fertilizer shall be spread at the rate of 5kg/100m<sup>2</sup> of surface area and shall be incorporated into such surfaces by raking, discing or harrowing. All surfaces on which sod is to be placed shall be loose at the time of placing sod to a depth of 25mm.
- .3 **Placing Sod**: Sod shall be laid lengthwise across the face of slopes with ends close together. Sod shall be counter sunk along the joints between the existing grade and the new sodding to allow for the free flow of water across the joint. Joints in adjacent rows shall be staggered and all joints shall be pounded and rolled to a uniform surface.

On slopes steeper than 3 to 1, and in unstable areas, the Engineer may direct the Contractor to stake sod and/or provide an approved mesh to prevent slippages. In all cases where such additional work is required, it will be deemed an extra to the contract and shall be paid for in accordance with the General Conditions. No sod shall be laid when frozen nor upon frozen ground nor under any other condition not favourable to the growth of the sod. Upon completion of sod laying the Contractor shall thoroughly soak the area with water to a depth of 50mm. Thereafter it will be the responsibility of the property owner to maintain the area in a manner so as to promote growth.



A.14 **RESTORATION OF LAWNS (cont'd)**

- .4 **Seeding:** Seed to be supplied by the Contractor shall be "high quality grass seed" harvested during the previous year, and shall be supplied to the project in the supplier's original bags on which a tag setting out the following information is affixed:

- Year or Harvest - recommended rate of application
- Type of Mixture - fertilizer requirements

Placement of seed shall be by means of an approved mechanical spreader. All areas on which seed is to be placed shall be loose at the time of placing seed, to a depth of 25mm. Seed and fertilizer shall be spread in accordance with the supplier's recommendations unless otherwise directed by the Engineer. Thereafter it will be the responsibility of the property owner to maintain the area in a manner so as to promote growth.

- .5 **Settlement:** The Contractor shall be responsible during the one-year guarantee period for the necessary repair of restored areas due to trench settlement. Areas where settlement does not exceed 50mm may be repaired by top dressing with fine topsoil. In areas where settlement exceeds 50mm, the Contractor will be required to backfill the area with topsoil and restore with seeding and/or sodding as originally specified.

A.15 **RESTORATION OF ROADS AND LANEWAYS**

- .1 **Gravel:** Restoration shall be in accordance with the applicable standard detailed drawing or as shown on the drawings.
- .2 **Asphalt and Tar and Chip:** Prior to restoration all joints shall be neatly sawcut. Restoration shall be as a in gravel above with the addition of the following:
- .1 Roads shall have the finished grade of Granular 'A', allow two courses of hot-mix asphalt (M.T.O. 310), 80mm HL6 and 40mm HL3 or to such greater thickness as may be required to match the existing.
  - .2 Laneways shall have the finished grade of Granular 'A' allow one 50mm minimum course of hot-mix asphalt (HL3) or greater as may be required to match existing.



## SECTION B - OPEN DRAIN

### I N D E X

<u>SECTION NUMBER</u>		<u>PAGE NO.</u>
B.1	PROFILE.....	7
B.2	ALIGNMENT.....	7
B.3	CLEARING AND GRUBBING.....	7
B.4	EXCAVATION.....	7
B.5	EXCAVATED MATERIAL.....	7
B.6	EXCAVATION THROUGH BRIDGES AND CULVERTS.....	8
B.7	PIPE CULVERT.....	8
B.8	MOVING DRAINS OFF ROADS.....	8
B.9	TRIBUTARY OUTLETS.....	8
B.10	SEDIMENT BASINS AND TRAPS.....	9
B.11	SEEDING.....	9



**SECTION B**  
**OPEN DRAIN**

**B.1 PROFILE**

The profile drawing shows the depth of cuts from the ground beside the stake to the final invert of the ditch in meters and decimals of a meter and also the approximate depth of cuts from the existing bottom of the ditch to the elevation of the ditch bottom. These cuts are established for the convenience of the Contractor; however, benchmarks will govern the final elevation of the drain. Benchmarks have been established along the course of the drain and their locations and elevations are noted on the profile drawing. A uniform grade shall be maintained between stakes in accordance with the profile drawing.

**B.2 ALIGNMENT**

The drain shall be constructed in a straight line and shall follow the course of the present drain or water run unless otherwise noted on the drawings. Where it is necessary to straighten any bends or irregularities in alignment not noted on the drawings, the Contractor shall contact the Engineer or Superintendent before commencing the work.

**B.3 CLEARING AND GRUBBING**

Prior to commencement of work, all trees, scrub, fallen timber and debris shall be removed from the side slopes of the ditch and for such a distance on the working side so as to eliminate any interference with the construction of the drain or the spreading of the spoil. The side slopes shall be neatly cut and cleared flush with slope whether or not they are affected directly by the excavation. With the exception of large stumps causing damage to the drain, the side slope shall not be grubbed. All other cleared areas shall be grubbed and the stumps put into piles for disposal by the owner.

All trees or limbs 150mm (6") or larger, that it is necessary to remove, shall be considered as logs and shall be cut and trimmed, and left in the working width separate from the brush, for use or disposal by the owner. Trees or limbs less than 150mm in diameter shall be cut in lengths not greater than 5 meters and placed in separate piles with stumps spaced not less than 75 meters apart in the working width, for the use or disposal of the owner. In all cases, these piles shall be placed clear of excavated materials, and not be piled against standing trees. No windrowing will be permitted. The clearing and grubbing and construction of the drain are to be carried out in two separate operations and not simultaneously at the same location.

**B.4 EXCAVATION**

The bottom width and the side slopes of the ditch shall be those shown on the profile drawing.

Unless otherwise specified on the drawings, only the existing ditch bottom is to be cleaned out and the side slopes are not to be disturbed. Where existing side slopes become unstable because of construction, the Contractor shall immediately contact the Engineer or Superintendent. Alternative methods of construction and/or methods of protection will then be determined, prior to continuing the work.

Where an existing drain is being relocated or where a new drain is being constructed, the Contractor shall, unless otherwise specified, strip the topsoil for the full width of the drain, including the location of the spoil pile. Upon completion of levelling, the topsoil shall be spread to an even depth across the full width of the spoil.

**B.5 EXCAVATED MATERIAL**

Excavated material shall be deposited on either or both sides of the drain as indicated on the drawings or as directed by the Engineer or Superintendent. A buffer strip of not less than 3 meters in width through farmed lands and 2 meters in width through bush areas shall be left along the top edges of the drain. The buffer strip shall be seeded and/or incorporated as specified on the drawings. The material shall be deposited beyond the specified buffer strip.

**B.5 EXCAVATED MATERIAL (cont'd)**

No excavated material shall be placed in tributary drains, depressions, or low areas which direct water into the ditch so that water will be trapped behind the spoil bank. The excavated material shall be placed and levelled to a minimum width to depth ratio of 50 to 1 unless instructed otherwise. The edge of the spoil bank away from the ditch shall be feathered down to the existing ground; the edge of the spoil bank nearest the ditch shall have a maximum slope of 2 to 1. The material shall be levelled such that it may be cultivated with ordinary farm equipment without causing undue hardship on machinery and personnel. No excavated material shall cover any logs, scrub, debris, etc. of any kind.

Where it is necessary to straighten any unnecessary bends or irregularities in the alignment of the ditch, the excavated material from the new cut shall be used for backfilling the original ditch. Regardless of the distance between the new ditch and the old ditch no extra compensation will be allowed for this work and must be included in the Contractor's lump sum price for the open work.

Any stones 150mm or larger left exposed on top of the levelled excavated material shall be removed and disposed of as an extra to the contract unless otherwise noted on plans.

**B.6 EXCAVATION THROUGH BRIDGES AND CULVERTS**

The Contractor shall excavate the drain to the full specified depth and width under all bridges. Where the bridge or culvert pipe is located within a road allowance, the excavated material shall be levelled within the road allowance. Care shall be taken not to adversely affect existing drainage patterns. Temporary bridges may be carefully removed and left on the bank of the drain but shall be replaced by the Contractor when the excavation is completed unless otherwise specified. Permanent bridges must be left intact. All necessary care and precautions shall be taken to protect the structure. The Contractor shall notify the Engineer or Superintendent if excavation may cause the structure to undermine or collapse.

**B.7 PIPE CULVERTS**

Where specified on the drawings, the existing culvert shall be carefully removed, salvaged and either left at the site for the owner or reinstalled at a new grade or location. The value of any damage caused to the culvert due to the Contractor's negligence in salvage operation will be determined and deducted from the contract price.

All pipe culverts shall be installed in accordance with the standard detail drawings as noted on the drawings. If couplers are required, 5 corrugation couplers shall be used for up to and including 1200mm dia. pipe and 10 corrugation couplers for greater than 1200mm dia.

**B.8 MOVING DRAINS OFF ROADS**

Where an open drain is being removed from a road allowance, it must be reconstructed wholly on the adjacent lands with a minimum distance of 2.0 meters between the property line and the top of the bank, unless otherwise noted on the drawings. The excavated material shall be used to fill the existing open ditch and any excess excavated material shall be placed and levelled on the adjacent lands beyond the buffer strip, unless otherwise noted. Any work done on the road allowance, with respect to excavation, disposal of materials, installation of culverts, cleaning under bridges, etc., shall be to the satisfaction of the Road Authority and the Engineer.

**B.9 TRIBUTARY OUTLETS**

The Contractor shall guard against damaging the outlets of tributary drains. Prior to commencement of excavation on each property the Contractor shall contact the owner and request that all known outlet pipes be marked by the owner. All outlets so marked or visible or as noted on the profile, and subsequently damaged by the Contractor's operations will be repaired by the Contractor at his cost. All outlet pipes repaired by the Contractor under direction of the Drainage Superintendent or Engineer which were not part of the Contract shall be considered an extra to the contract price.



## B.10 **SEDIMENT BASINS AND TRAPS**

The Contractor shall excavate sediment basins prior to commencement of upstream work as shown on the plan and profile. The dimension of the basin will be in a parabolic shape with a depth of 450mm below the proposed ditch bottom and the basin will extend along the drain for a minimum length of 15 meters.

A sediment trap 300mm deep and 5 meters long with silt fence placed across ditch bottom on the downstream end of the trap shall be constructed prior to and maintained during construction, to prevent silt from flushing downstream. The silt fence shall be removed and disposed of after construction.

## B.11 **SEEDING**

- .1 **Delivery:** The materials shall be delivered to the site in the original unopened containers which shall bear the vendor's guarantee of analysis and seed will have a tag showing the year of harvest.
- .2 **Hydro Seeding:** Areas specified on drawings shall be hydro seeded and mulched upon completion of construction in accordance with O.P.S.S. 572 and with the following application rates:

Primary Seed (85 kg/ha.):	50% Creeping Red Fescue 40% Perennial Ryegrass 5% White Clover
Nurse Crop	Italian (Annual) Ryegrass at 25% of Total Weight
Fertilizer (300 kg/ha.)	8-32-16
Hydraulic Mulch (2000 kg/ha.)	Type "B"
Water (52,700 litres/ha.)	

Seeding shall not be completed after September 30.

- .3 **Hand Seeding:** Hand seeding shall be completed daily with the seed mixture and fertilizer and application rate shown under "Hydro Seeding" above. Placement of the seed shall be by means of an approved mechanical spreader. Seeding shall not be completed after September 30.





## SECTION C - TILE DRAIN

### I N D E X

<u>SECTION NUMBER</u>	<u>PAGE NO.</u>
C.1 PIPE MATERIALS.....	10
C.2 TESTING.....	10
C.3 LINE.....	10
C.4 CLEARING AND GRUBBING.....	11
C.5 PROFILE.....	11
C.6 GRADE.....	11
C.7 EXCAVATION.....	11
C.8 INSTALLATION.....	12
C.9 ROAD AND LANEWAY SUB-SURFACE CROSSINGS.....	12
C.10 BACKFILLING.....	13
C.11 UNSTABLE SOIL.....	13
C.12 ROCKS.....	13
C.13 BROKEN, DAMAGED, OR EXCESS TILE.....	13
C.14 TRIBUTARY DRAINS.....	13
C.15 OUTLET PIPES.....	14
C.16 CATCHBASINS AND JUNCTION BOXES.....	14
C.17 BLIND INLETS.....	15
C.18 GRASSED WATERWAY.....	15
C.19 BACKFILLING EXISTING DITCHES.....	15
C.20 RECOMMENDED PRACTICE FOR CONSTRUCTION OF SUBSURFACE DRAINAGE SYSTEM.....	15



## **SECTION C**

### **TILE DRAIN**

#### **C.1 PIPE MATERIALS**

- .1 **Concrete Tile:** All tile installed under these specifications shall be sound and of first quality and shall meet all A.S.T.M. Specifications current at the time of tendering. Concrete tile shall conform to Designation C412 "Extra Quality" except that the minimum compression strengths shall be increased by 25%. Heavy Duty tile shall conform to Designation C412 "Heavy Duty Extra Quality".
- .2 **Corrugated Steel Pipe:** Unless otherwise specified, all metal pipe shall be corrugated, riveted steel pipe or helical corrugated steel pipe with a minimum wall thickness of 1.6mm (16 gauge) and shall be fully galvanized.
- .3 **Plastic Tubing:** The plans will specify the type of tubing or pipe, such as non-perforated or perforated (with or without filter material).
  - i) Corrugated Plastic Drainage Tubing shall conform to the current O.F.D.A. Standards
  - ii) Heavy Duty Corrugated Plastic Pipe shall be "Boss 1000" manufactured by the Big 'O' Drain Tile Co. Ltd. or approved equal
- .4 **Concrete Sewer Pipe:** The Designations for concrete sewer pipe shall be C14 for concrete sewer pipe 450mm (18") diameter or less; and C76 for concrete sewer pipe greater than 450mm (18") diameter. Where closed joints are specified, joints shall conform to the A.S.T.M. Specification C443.

Where concrete sewer pipe "seconds" are permitted the pipe should exhibit no damages or cracks on the barrel section and shall be capable of satisfying the crushing strength requirements for No.1, Pipe Specifications (C14 or C76). The pipe may contain cracks or chips in the bell or spigot which could be serious enough to prevent the use of rubber gaskets, but which are not so severe that the joint could not be mortared conventionally.
- .5 **Plastic Sewer Pipe:** The plans will specify the type of sewer pipe, such as non-perforated or perforated (with or without filter material). All plastic sewer pipe and fittings shall be "Boss Poly-Tite", ULTRA-RIB", "Challenger 3000" or approved equal with a minimum stiffness of 320 kpa at 5% deflection.
- .6 **Plastic Fittings:** All plastic fittings shall be "Boss 2000" or "Challenger 2000" with split coupler joints or approved equal.

#### **C.2 TESTING**

The manufacturer shall provide specimens for testing if required. The random selection and testing procedures would follow the appropriate A.S.T.M. requirements for the material being supplied. The only variation is the number of tiles tested: 200mm to 525mm dia. - 5 tile tested, 600mm to 900mm dia. - 3 tile tested. The drain will be responsible for all testing costs for successful test results. Where specimens fail to meet the minimum test requirements, the manufacturer will be responsible for the costs of the unsuccessful tests. Alternately, the Engineer may accept materials on the basis of visual inspections and the receipt in writing from the Manufacturer of the results of daily production testing carried out by the Manufacturer for the types and sizes of the material being supplied.

#### **C.3 LINE**

Prior to stringing the tile, the Contractor shall contact the Superintendent or the Engineer in order to establish the course of the drain.

Where an existing drain is to be removed and replaced in the same trench by the new drain or where the new drain is to be installed parallel to an existing drain, the Contractor shall excavate test holes to locate the existing drain (including repairing drainage tile) at intervals along the course of the drain as directed by the Engineer and/or the Superintendent. The costs for this work shall be included in the tender price.

Where an existing drain is to be removed and replaced in the same trench by the new drain, all existing tiles shall be destroyed, and all broken tile shall be disposed of offsite.

### C.3 **LINE** (cont'd)

The drain shall run in as straight a line as possible throughout its length, except that at intersections of other water courses or at sharp corners, it shall run on a curve of at least a 15-meter radius. The new tile drain shall be constructed at an offset from and generally parallel with any ditch or defined watercourse in order that fresh backfill in the trench will not be eroded by the flow of surface water. The Contractor shall exercise care not to disturb any existing tile drain or drains which parallel the course of the new drain, particularly where the new and the existing tile act together to provide the necessary capacity.

### C.4 **CLEARING AND GRUBBING**

Prior to commencement of drain construction, all trees, scrub, fallen timber and debris shall be cleared and grubbed from the working area. Unless otherwise specified, the minimum width to be cleared and grubbed shall be 20 meters in all hardwood areas and 30 meters in all softwood areas (willow, poplar, etc.), the width being centred on the line of the drain.

All trees or limbs 150mm (6") or larger, that it is necessary to remove, shall be considered as logs and shall be cut and trimmed, and left in the working width separate from the brush, for use or disposal by the owner. Trees or limbs less than 150mm in diameter shall be cut in lengths not greater than 5 meters and placed in separate piles with stumps spaced not less than 75 meters apart in the working width, for the use or disposal of the owner. In all cases, these piles shall be placed clear of excavated materials, and not be piled against standing trees. No windrowing will be permitted. The clearing and grubbing and construction of the drain are to be carried out in two separate operations and not simultaneously at the same location.

### C.5 **PROFILE**

The profile drawing shows the depth of cuts from the ground beside the stake to the final invert of the drain in meters and decimals of a meter. These cuts are established for the convenience of the Contractor; however, benchmarks will govern the final elevation of the drain. Benchmarks have been established along the course of the drain and their locations and elevations are noted on the profile drawing.

### C.6 **GRADE**

The Contractor shall provide and maintain in good working condition, an approved system of establishing a grade sight line to ensure the completed works conform to the profile drawing. In order to confirm the condition of his system and to eliminate the possibility of minor errors on the drawings, he shall ensure his grade sight line has been confirmed to be correct between a minimum of two control points (bench marks) and shall spot check the actual cuts and compare with the plan cuts prior to commencement of tile installation. He shall continue this procedure from control point to control point as construction of the drain progresses. When installing a drain towards a fixed point such as a bore pipe, the Contractor shall uncover the pipe and confirm the elevation, using the sight line, a sufficient distance away from the pipe in order to allow for any necessary minor grade adjustments to be made in order to conform to the as built elevation of the bore pipe. All tile improperly installed due to the Contractor not following these procedures shall be removed and replaced entirely at the Contractor's cost.

When following the procedures and a significant variation is found, the Contractor shall immediately cease operations and advise the Engineer.

### C.7 **EXCAVATION**

- .1 **Trench:** Unless otherwise specified, all trenching shall be done with a recognized farm tiling machine approved by the Engineer or Superintendent. The machine shall shape the bottom of the trench to conform to the outside diameter of the pipe for a minimum width of one-half of the outside diameter. The minimum trench width shall be equal to the outside diameter of the tile to be installed plus 100mm (4") on each side unless otherwise approved. The maximum trench width shall be equal to the outside diameter of the tile to be installed plus 250mm (10") on each side unless otherwise approved.

## C.7 **EXCAVATION** (cont'd)

- .2 **Scalping**: Where the depths of cuts in isolated areas along the course of the drain as shown on the profile exceed the capacity of the Contractor's tiling machine, he shall lower the surface grade in order that the tiling machine may trench to the correct depth. Topsoil is to be stripped over a sufficient width that no subsoil will be deposited on top of topsoil. Subsoil will then be removed to the required depth and piled separately. Upon completion of backfilling, the topsoil will then be replaced to an even depth over the disturbed area. The cost for this work shall be included in his tender price.
- .3 **Excavator**: Where the Contractor's tiling machine consistently does not have the capacity to dig to the depths required or to excavate the minimum trench width required, he shall indicate in the appropriate place provided on the tender form his proposed methods of excavation.  
Where the use of an excavator is either specified on the drawings or approved as evidenced by the acceptance of his tender on which he has indicated the proposed use of a backhoe he shall conform to the following requirements:
- a) the topsoil shall be stripped and replaced in accordance with Section .2 "Scalping".
  - b) all tile shall be installed on a bed of 19mm crushed stone with a minimum depth of 150mm which has been shaped to conform to the lower segment of the tile.
  - c) the Contractor shall allow for the cost of the preceding requirements (including the supply of the crushed stone) in his lump sum tender price unless it is otherwise provided for in the contract documents.
- .4 **Backfilling Ditch**: Where the contract includes for a closed drain to replace an open drain and the ditch is to be backfilled, the Contractor shall install the tile and backfill the trench prior to backfilling the ditch unless otherwise noted. The distance the trench shall be located away from the ditch shall be as noted on the drawings, (beyond area required for stockpiling topsoil and backfilling). After tile installation is complete topsoil (if present) shall be stripped and stockpiled within the above limits prior to backfilling of ditch. Only tracked equipment shall be permitted to cross backfilled tile trench and must be at 90 degrees to line of tile.

## C.8 **INSTALLATION**

The tile is to be laid with close fitting joints and in regular grade and alignment in accordance with the plan and profile drawings. The tiles are to be bevelled, if necessary, to ensure close joints (in particular around curves). Where, in heavy clay soils, the width of a joint exceeds 10mm the joint shall be wrapped with filter cloth as below. Where the width of a joint exceeds 12mm the tile shall first be removed and the joint bevelled to reduce the gap. The maximum deflection of one tile joint shall be 15 degrees. Where a drain connects to standard or ditch inlet catchbasins or junction box structures, the Contractor shall include in his tender price for the supply and installation of compacted Granular 'A' bedding under areas backfilled from the underside of the pipe to undisturbed soil. The connections will then be grouted.

Where a tile drain passes through a bore pit, the Tile Contractor shall include in his tender price for the supply and placement of compacted Granular "A" bedding from the underside of the pipe down to undisturbed soil within the limits of the bore pit.

As above and where soil conditions warrant, the Engineer may require (or as specified on the drawings) that each tile joint be wrapped with synthetic filter cloth. The width of the filter cloth shall be 300mm wide for tile sizes of 150mm to 300mm and 400mm wide for sizes of 350mm to 750mm. The filter cloth shall cover the full perimeter of the tile and overlap a minimum of 100mm or as specified on the drawings. The type of cloth shall be Mirafi 140NL for loam soils and 150N for sandy soil. Any such work not shown on the drawings shall be considered as an addition to the contract price unless specified on the drawings.

## C.9 **ROAD AND LANEWAY SUB-SURFACE CROSSINGS**

All road and laneway crossings may be made with an open cut in accordance with standard detailed drawings in the specifications or on the drawings. The exact location of the crossing shall be verified and approved by the Road Authority and the Engineer and/or Superintendent.

#### **C.10 BACKFILLING**

As the laying of the tile progresses, blinding up to the springline including compaction by tamping (by hand) is to be made on both sides of the tile. No tile shall be backfilled until inspected by the Engineer or Drainage Superintendent unless otherwise approved by the Engineer.

The remainder of the trench shall be backfilled with special care being taken in backfilling up to a height approximately 150mm above the top of the tile to ensure that no tile breakage occurs. During the backfilling operation no equipment shall be operated in a way that would transfer loads onto the tile trench. Surplus material is to be mounded over the tile trench so that when settlement takes place the natural surface of the ground will be restored. Upon completion, a minimum cover of 600mm is required over all tile. Where stones larger than 150mm are present in the backfill material, they shall be separated from the material and disposed of by the Contractor.

Where a drain crosses a lawn area, the backfilling shall be carried out as above except that, unless otherwise specified, the backfill material shall be mechanically compacted to eliminate settlement.

#### **C.11 UNSTABLE SOIL**

The Contractor shall immediately contact the Engineer or Superintendent if quicksand is encountered, such that installation with a tiling machine is not possible. The Engineer shall, after consultation with the Superintendent and Contractor, determine the action necessary and a price for additions or deletions shall be agreed upon prior to further drain installation. Where directed by the Engineer, test holes are to be dug to determine the extent of the affected area. Cost of test holes shall be considered an addition to the contract price.

#### **C.12 ROCKS**

The Contractor shall immediately contact the Engineer or Superintendent if boulders of sufficient size and number are encountered such that the Contractor cannot continue trenching with a tiling machine. The Engineer or Superintendent may direct the Contractor to use some other method of excavating to install the drain. The basis of payment for this work shall be determined by the Engineer and Drainage Superintendent.

If only scattered large stones or boulders are removed on any project, the Contractor shall haul same to a nearby bush or fence line, or such other convenient location as approved by the Landowners(s).

#### **C.13 BROKEN, DAMAGED TILE OR EXCESS TILE**

The Contractor shall remove and dispose of off-site all broken (existing or new), damaged or excess tile or tiles. If the tile is supplied by the Municipality, the Contractor shall stockpile all excess tile in readily accessible locations for pickup by the Municipality upon the completion of the job.

#### **C.14 TRIBUTARY DRAINS**

Any tributary tile encountered in the course of the drain shall be carefully taken up by the Contractor and placed clear of the excavated earth. If the tributary tile drains encountered are clean or reasonably clean, they shall be connected into the new drain. Where existing drains are full of sediment, or contain pollutants, the decision to connect those drains to the new drain shall be left to the Engineer or Superintendent. Each tributary tile connection made by the Contractor shall be located and marked with a stake and no backfilling shall take place until the connection has been approved by the Engineer or Superintendent.

For tributary drains 150mm dia. or smaller connected to new tiles 250mm dia. or larger, and for 200mm dia. connected to 350mm dia. or larger, the Contractor shall neatly cut a hole in the middle of a tile length. The connections shall be made using a prefabricated adaptor. All other connections shall be made with prefabricated wyes or tees conforming to Boss 2000 split coupler or approved equal.

Where an open drain is being replaced by a new tile drain, existing tile outlets entering the ditch from the side opposite the new drain shall be extended to the new drain. All existing metal outlet pipes shall be carefully removed, salvaged, and left for the owner. Where the grade of the connection passes through the newly placed backfill in the ditch, the backfill material below the connection shall be thoroughly compacted and metal pipe of a size compatible with the tile outlet shall be installed so that a minimum length of 2 meters at each end is extending into undisturbed soil.



C.14 **TRIBUTARY DRAINS** (cont'd)

Where locations of tiles are shown on the drawings the Contractor shall include in his tender price, all costs for connecting those tiles to the new drain regardless of length.

Where tiles not shown on the drawings are encountered in the course of the drain, and are to be connected to the new drain, the Contractor shall be paid for each connection at the rate outlined in the Form of Tender and Agreement.

C.15 **OUTLET PIPES**

Corrugated steel pipe shall be used to protect the tile at its outlet. It shall have a hinged metal grate with a maximum spacing between bars of 40mm. The corrugated steel pipe shall be bevelled at the end to generally conform to the slope of the ditch bank and shall be of sufficient size that the tile can be inserted into it to provide a solid connection. The connection will then be grouted immediately.

The installation of the outlet pipe and the required rip-rap protection shall conform to the standard detailed drawing as noted on the drawing.

C.16 **CATCHBASINS AND JUNCTION BOXES**

- .1 **Catchbasins:** Unless otherwise noted or approved, catchbasins shall be in accordance with O.P.S.D. 705.010, 705.030. All catchbasins shall include two - 150mm riser sections for future adjustments. All ditch inlet catchbasins shall include one 150mm riser section for future adjustments. The catchbasin top shall be a "Bird Cage" type substantial steel grate, removable for cleaning and shall be inset into a recess provided around the top of the structure. The grate shall be fastened to the catchbasin with bolts into the concrete. Spacing of bars on grates for use on 600mmx600mm structures shall be 65mm centre to centre. Spacing of bars on grates for use on structures larger than 600mmx600mm shall be 90mm with a steel angle frame.

The exact location and elevation of catchbasins shall be approved by the Road Authority or the Engineer/Superintendent. Catchbasins offset from the drain shall have "Boss 2000" 200mm diameter leads or approved equal unless otherwise noted and the leads shall have a minimum of 600mm of cover. The leads shall be securely grouted at the structures and the drain.

- .2 **Junction Boxes:** Junction boxes shall be the precast type unless otherwise approved. Dimensions for precast junction boxes shall conform to those for catchbasins. The inside dimensions of the box shall be a minimum of 100mm larger than the outside diameter of the largest pipe being connected. The minimum cover over the junction box shall be 600mm. Benching to spring line shall be supplied with all junction boxes.
- .3 **Connections:** Catchbasins and junction boxes shall not be ordered until elevations of existing pipes being connected have been verified in the field as indicated on the drawings. All connections shall be securely grouted at both the inside and outside walls of the structure.
- .4 **Installation:** Where the native material is clay, all catchbasins shall be backfilled with an approved granular material placed and compacted to a minimum width of 300mm on all sides with the following exception. Where the native material is sandy or granular in nature it may be used as backfill. Filter cloth shall be placed between the riser sections of all catchbasins.

Where the Contractor has over excavated or where ground conditions warrant, the structure shall be installed on a compacted granular base.

The Contractor shall include in his tender price for the construction of a berm behind all ditch inlet structures. The berm shall be constructed of compacted clay keyed 300mm into undisturbed soil. Topsoil shall be distributed to a 65mm thickness and seeded unless otherwise specified. The Contractor shall also include for regrading, shaping and seeding of road ditches for a maximum of 15 meters each way from all catchbasins.

**C.17 BLIND INLETS**

Where specified, blind inlets shall be installed along the course of the drain in accordance with details on the drawings.

**C.18 GRASSED WATERWAY**

Topsoil to be stripped from construction area and stockpiled prior to construction of waterway. Waterway to be graded into a parabolic shape to the width shown on the drawings. Topsoil to be relevelled over the waterway and other areas disturbed by construction.

Waterway to be prepared for seeding by harrowing and then seeded by drilling followed by rolling. Seeding rate to be 85 Kg/Ha with the following mixture:

- 30% Canon Canada Bluegrass
- 25% Koket Chewings Fescue
- 30% Rebel Tall Fescue
- 15% Diplomat Perennial Rye
- Plus #125 Birdsfoot Trefoil (25% of Total Weight)

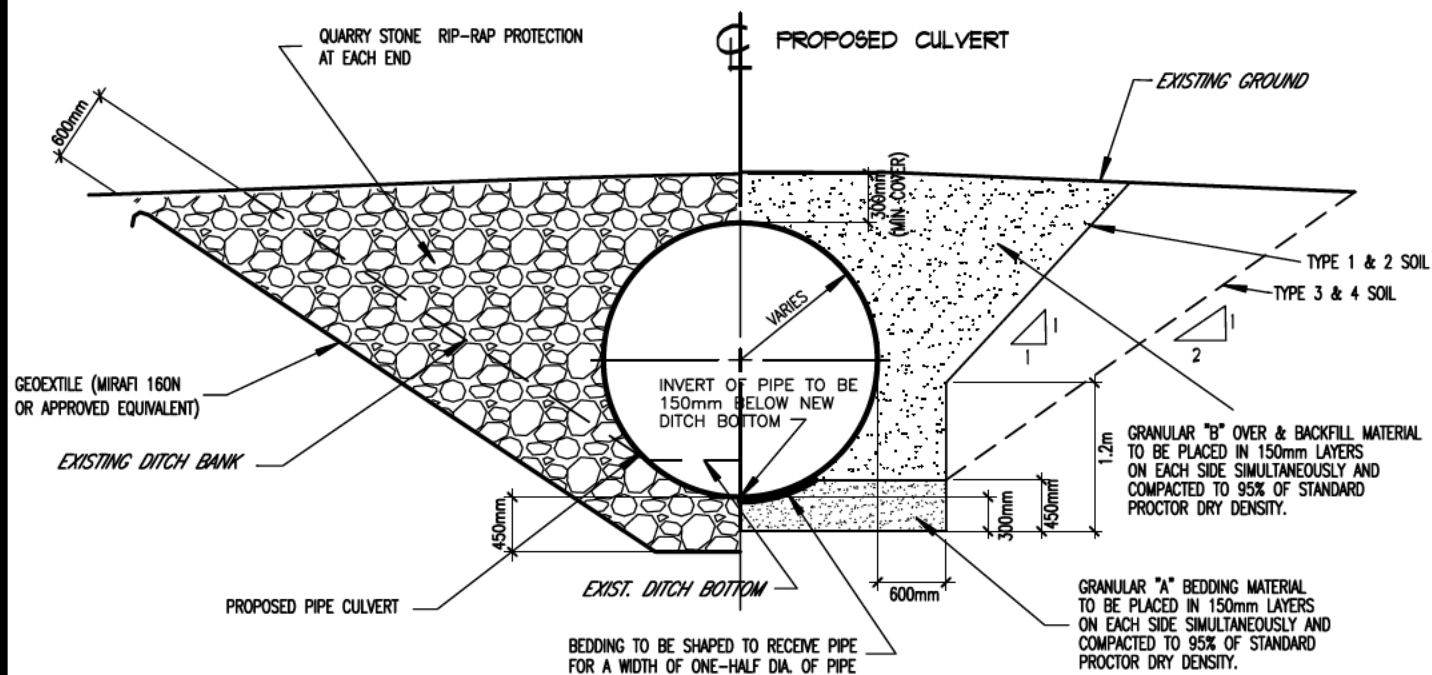
**C.19 BACKFILLING EXISTING DITCHES**

The Contractor shall backfill the ditch sufficiently for traversing by farm machinery. If sufficient material is not available from the old spoil banks to fill in the existing ditch, the topsoil shall be stripped and the subsoil shall be bulldozed into the ditch and the topsoil shall then be spread over the backfilled ditch unless otherwise specified on the contract drawings. The Contractor shall ensure sufficient compaction of the backfill and if required, repair excess settlement up to the end of the warranty period. The final grade of the backfilled ditch shall provide an outlet for surface water.

**C.20 RECOMMENDED PRACTICE FOR CONSTRUCTION OF SUBSURFACE DRAINAGE SYSTEM**

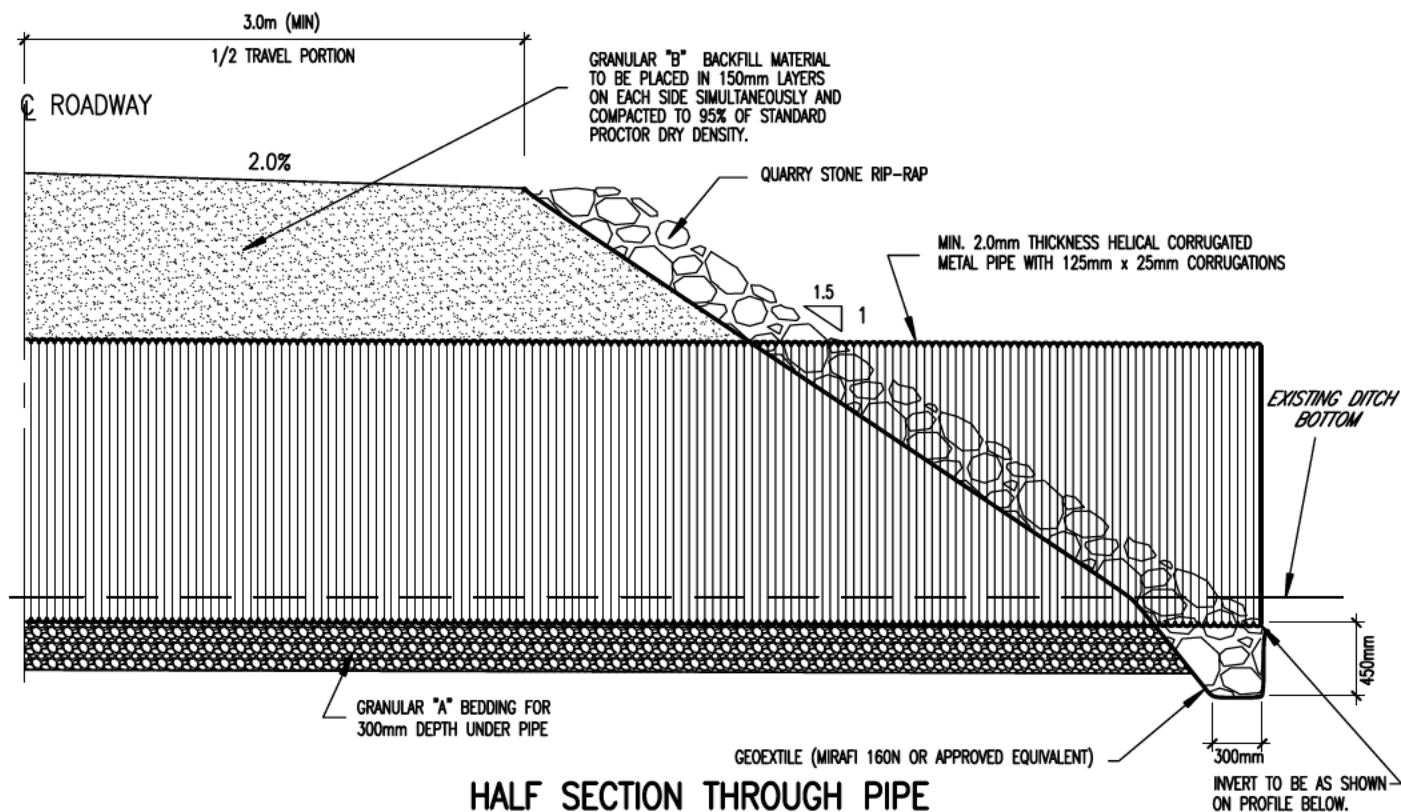
Drainage guide for Ontario, Ministry of Agriculture, Food and Rural Affairs Publication Number 29 and its amendments, dealing with the construction of Subsurface Drainage systems, shall be the guide to all methods and materials to be used in the construction of tile drains except where superseded by other specifications of this contract.

The requirements of licensing of operators, etc. which apply to the installation of closed drains under the Tile Drainage Act shall also be applicable to this contract in full unless approval otherwise is given in advance by the Engineer.



**HALF ELEVATION**

**HALF SECTION**



**HALF SECTION THROUGH PIPE**

**NOTES**

- 1) WHERE THE CULVERT IS TO BE INSTALLED IN POOR SOIL CONDITIONS, THE BEDDING MATERIAL SHALL BE 19mm CRUSHED STONE COMPLETELY WRAPPED IN GEOTEXTILE SUCH AS MIRAFI 160N OR APPROVED EQUIVALENT.

**TYPICAL FARM CULVERT INSTALLATION DETAIL**

Scale: N.T.S.

Approved by:

Date: January 1983

Drawn by: jk

M.P.D.

Revised: November 2000

ELEVATION & SECTION

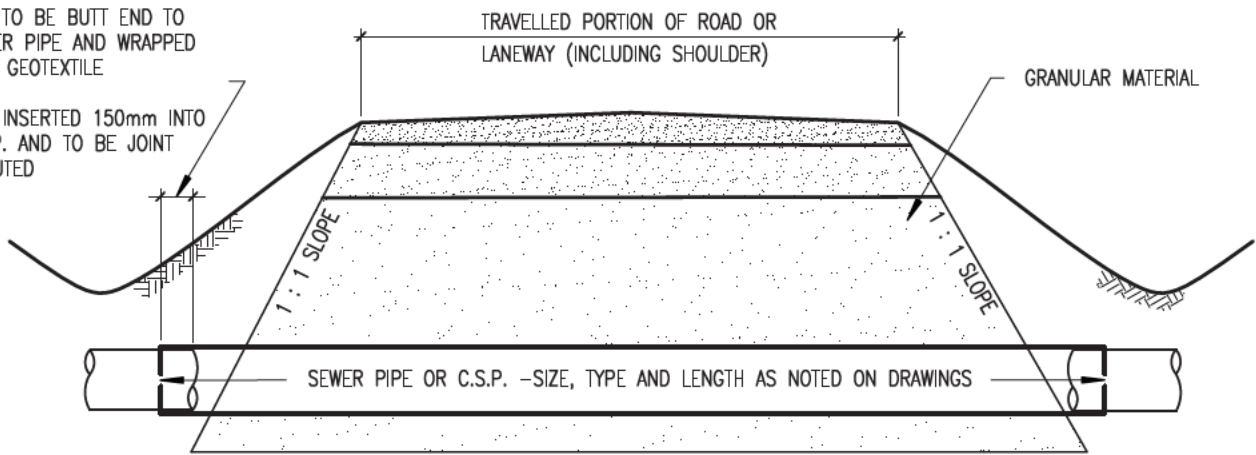


**SPRIET ASSOCIATES LONDON LIMITED**  
CONSULTING ENGINEERS ARCHITECTS

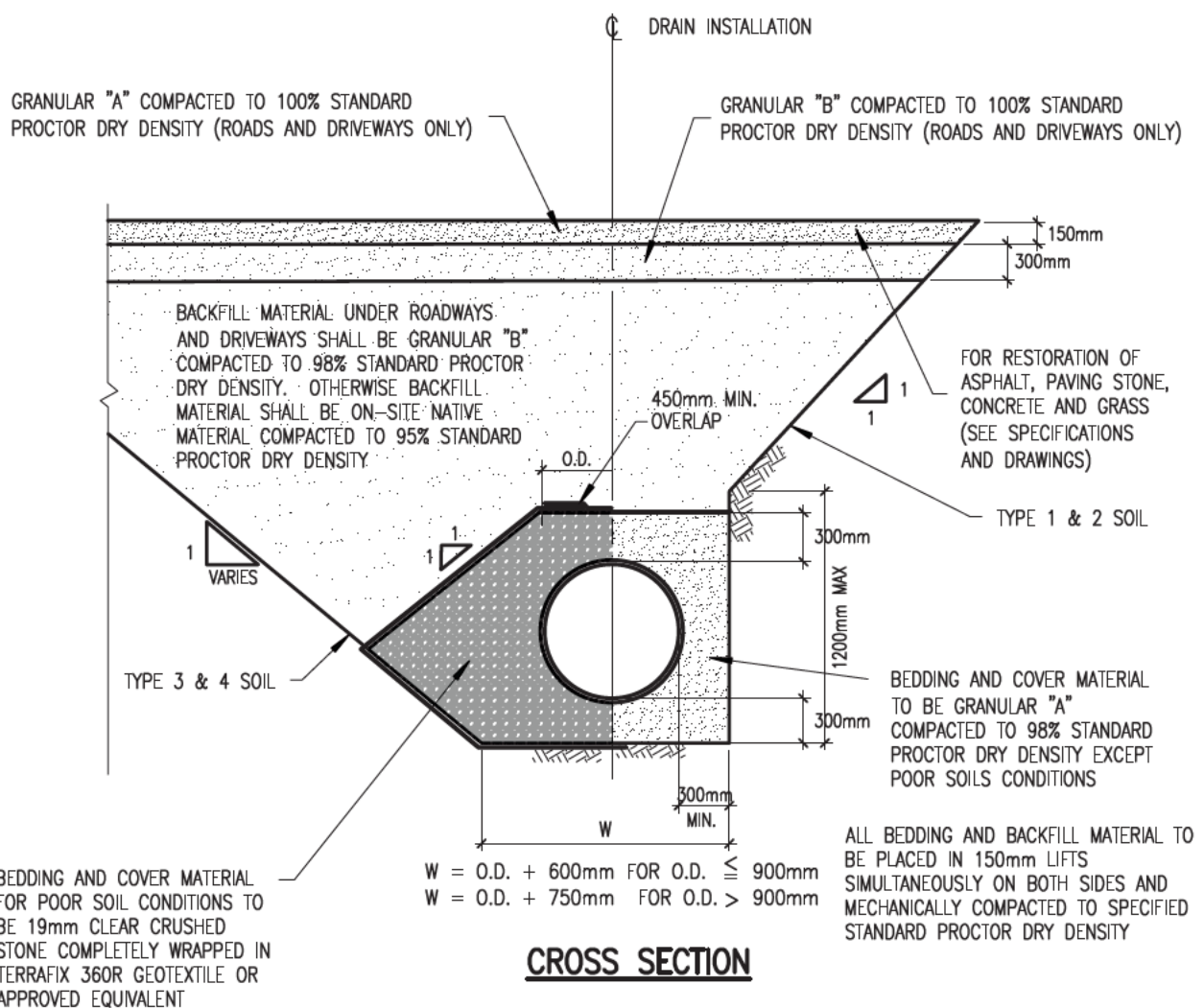
STANDARD  
DETAILED  
DRAWING  
No. 01

1. TILE TO BE BUTT END TO  
SEWER PIPE AND WRAPPED  
WITH GEOTEXTILE

2. TILE INSERTED 150mm INTO  
C.S.P. AND TO BE JOINT  
GROUTED



## SECTION THROUGH PIPE



## CROSS SECTION

### TYPICAL INSTALLATION DETAIL FOR SEWER PIPE UNDER DRIVEWAYS AND TRAVELLED PORTIONS OF ROADS

Scale: N.T.S.

Approved by:

Date: January 1983

Drawn by: jk

M.P.D.

Revised: JULY 2018

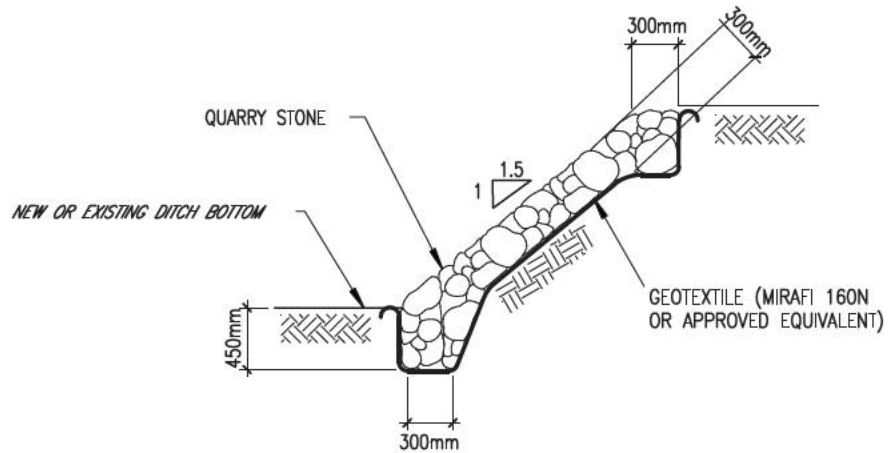
ELEVATION & SECTION



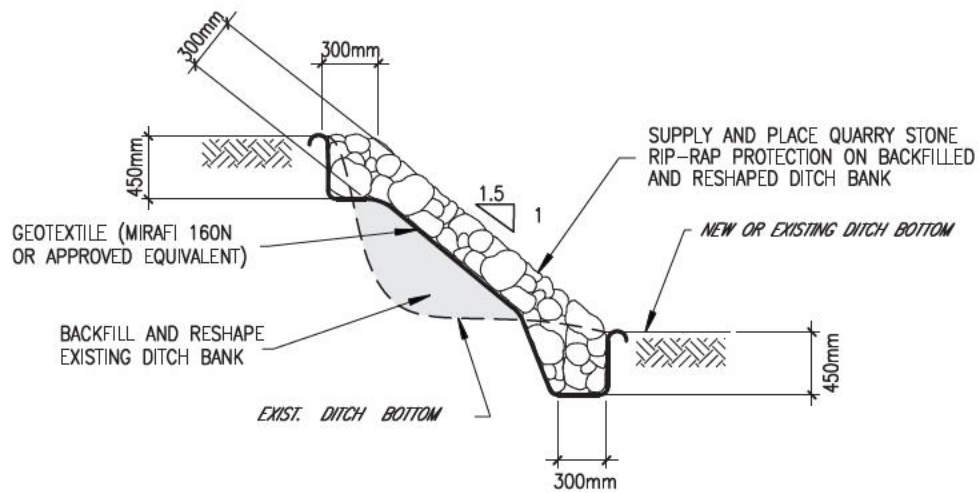
**SPRIET ASSOCIATES LONDON LIMITED**  
CONSULTING ENGINEERS ARCHITECTS

STANDARD  
DETAILED  
DRAWING  
No. 02





**TYPICAL DITCH BANK RIP-RAP**



**TYPICAL DITCH BANK RIP-RAP  
WITH BACKFILLING OF WASHOUT**

**TYPICAL DITCH BANK RIP-RAP DETAILS**

Scale: N.T.S.

Approved by:

Date: July 2000

Drawn by: jk

M.P.D.

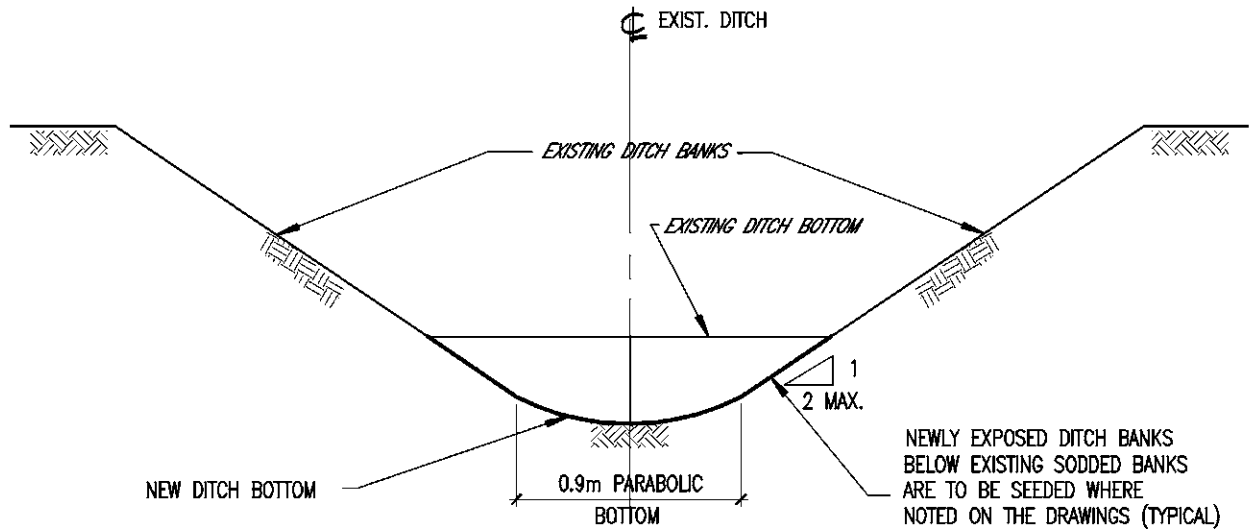
Revised: November 2000

**SECTIONS**

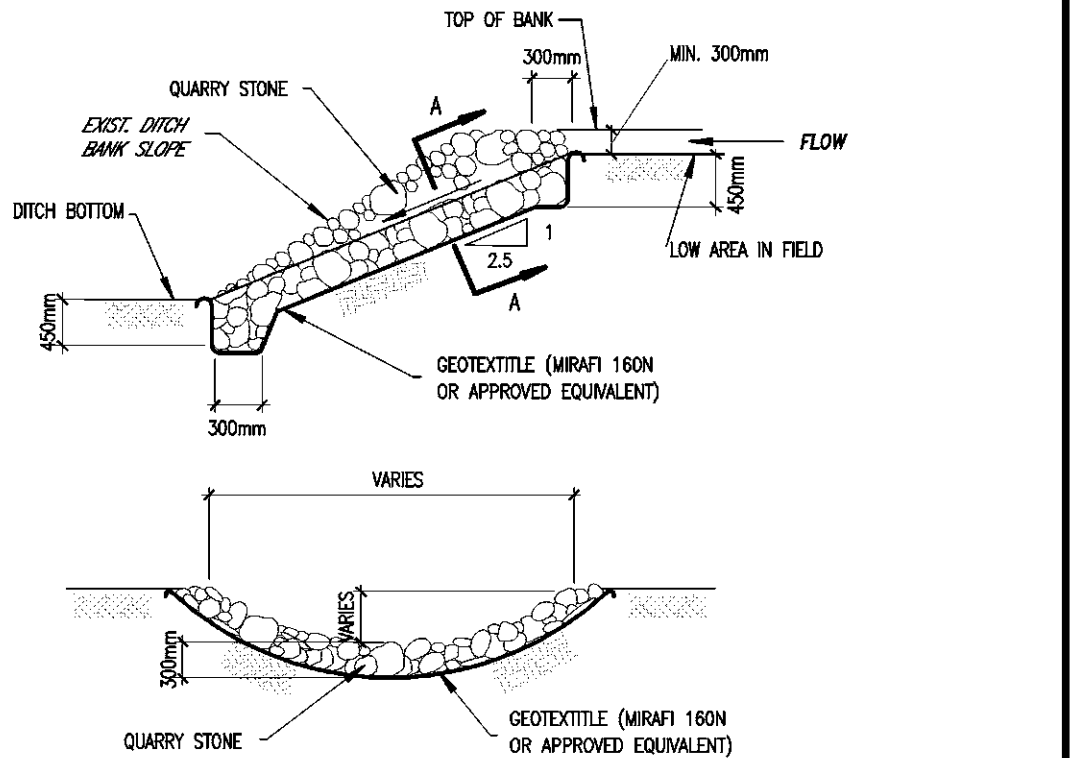


**SPRIET ASSOCIATES LONDON LIMITED**  
CONSULTING ENGINEERS ARCHITECTS

STANDARD  
DETAILED  
DRAWING  
No. **04**




### TYPICAL DITCH BOTTOM CLEANOUT



### SECTION A-A

### TYPICAL ROCK CHUTE

TYPICAL DITCH BOTTOM CLEANOUT TYPICAL ROCK CHUTE CONSTRUCTION		
Scale: N.T.S.	Approved by:	Date: November 2000
Drawn by: jk	M.P.D.	Revised:
SECTIONS		STANDARD DETAILED DRAWING No. 05
 <b>SPRIET ASSOCIATES LONDON LIMITED</b> CONSULTING ENGINEERS ARCHITECTS		



# GENERAL NOTES

1. OUR SPECIFICATIONS DATED JANUARY 2010 APPLY TO THIS PROJECT.
2. THE WORKING WIDTH AVAILABLE TO THE CONTRACTOR TO CONSTRUCT THE NEW DRAIN SHALL CONSIST OF THOSE LANDS IMMEDIATELY ADJACENT TO THE DRAIN AND CONNECTIONS AND SHALL NOT EXCEED THE FOLLOWING AVERAGE WIDTHS:  
OPEN PORTIONS - 15 METERS (INCLUDING BUFFER)  
OPEN PORTIONS - BUSH AREAS - 5 METERS TOTAL (REMOVE ONLY TREES ALONG BANK AND THOSE ABSOLUTELY NECESSARY TO COMPLETE CONSTRUCTION)  
CLOSED PORTIONS  
CLOSED PORTIONS (THROUGH BUSH) - 30 METERS (CENTERED ON THE DRAIN)  
THE WORKING WIDTH FOR PURPOSES OF FUTURE MAINTENANCE SHALL BE THE SAME AS ABOVE EXCEPT FOR CLOSED PORTIONS (NOT THROUGH BUSH) SHALL BE 15M.
3. ALL OWNERS ALONG THE COURSE OF THE DRAIN SHALL MAKE AN ACCESS ROUTE FROM THE NEAREST ROAD TO THE DRAIN LOCATION AVAILABLE TO THE CONTRACTOR THE AVERAGE WIDTH OF THIS ROUTE SHALL NOT EXCEED 8 METERS. THE ACCESS ROUTE SHALL ALSO APPLY FOR FUTURE MAINTENANCE PURPOSES.

4. ALL UTILITIES TO BE LOCATED AND EXPOSED PRIOR TO CONSTRUCTION SO THAT THE NEW TILE GRADERS CAN BE CONNECTED. IF THERE IS A CONFLICT IN ELEVATION BETWEEN THE PROPOSED DRAIN AND THE UTILITY, THE ENGINEER IS TO BE NOTIFIED IMMEDIATELY.
5. CONTRACTOR TO NOTIFY ALL UTILITIES 3 HOURS PRIOR TO HIS SCHEDULED TIME FOR STARTING THE ABOVE WORK.

6. THE COST FOR THIS WORK SHALL BE INCLUDED IN THE ITEM ON THE EXTENT OF WORK AND NO EXTRA PAYMENT SHALL BE MADE TO THE CONTRACTOR EXCEPT IF ROAD RESTORATION IS REQUIRED.
7. ALL TREES, SODS, BRUSH, ETC. TO BE CLEARED AND GRADDED IN ACCORDANCE WITH SECTION B.3 AND C.4 SPECIFICATIONS.

8. BUSH TO BE SUPPLIED AND INSTALLED IN ACCORDANCE WITH SECTION A.10 IN THE SPECIFICATIONS.
9. TURF REINFORCEMENT MAT SHALL BE NORTH AMERICAN GREEN C.350 EROSION CONTROL BLANKET SHALL BE NORTH AMERICAN GREEN S.10 OR APPROVED EQUAL. THAT BLANKET SHALL BE INSTALLED ON REEDED BANK IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS WITH THE FOLLOWING EXCEPTIONS:  
a) STAPLES TO BE 300MM LONG AND SHALL BE INSTALLED TO MANUFACTURER'S "D" PATTERN.  
b) MAT TO BE REEDED 300MM BELOW DITCH BOTTOM 200MM INTO BANK SLOPE AT UPSTREAM LIMIT AND SHALL BE STAPLED 300MM BELOW TOP OF BANK.

10. CONTRACTOR TO ARRANGE A PRE-CONSTRUCTION MEETING WITH THE ENGINEER, DRAINAGE SUPERINTENDENT, AND THE AFFECTED OWNERS. ALL PARTIES SHALL RECEIVE 48 HOURS NOTICE TO THE MEETING.
11. WORK TO BE COMPLETED FROM AND EXCAVATED MATERIAL TO BE DEPOSITED AND LEVELLED ON THE FOLLOWING SIDES OF THE DITCH IN ACCORDANCE WITH SECTION B.5 IN THE SPECIFICATIONS:  
STA. 0+18 TO STA. 0+250 - EAST AND SOUTH AND EXCAVATED MATERIAL TO BE HAULLED AWAY.  
STA. 0+250 TO STA. 0+318 - EAST AND SOUTH AND EXCAVATED MATERIAL TO BE LEVELLED.

12. A 2 METER WIDE BUFFER STRIP OF NEW EXISTING VEGETATION BETWEEN THE TOP OF THE BANK AND THE CULTIVATED LANDS ON BOTH SIDES OF THE DITCH SHALL BE MAINTAINED AS PART OF THE OPEN PORTION OF THE DRAIN.
13. NEWLY EXPOSED DITCH BANKS ARE TO BE HAND REEDED UPON COMPLETION OF CONSTRUCTION IN ACCORDANCE WITH SECTION B.1 IN THE SPECIFICATIONS.

14. SALT FENCE TO BE PLACED ACROSS DITCH BOTTOM AT STA. 0+18 DURING CONSTRUCTION TO PREVENT SALT FROM FLOODING CONTAMINANT AND ARE TO BE MAINTAINED AS NECESSARY DURING CONSTRUCTION. SALT FENCE AND SALT TO BE REMOVED AND DISPOSED OF AFTER CONSTRUCTION.
15. ALL CONCRETE AND PLASTIC TILE AND PIPE TO CONFORM TO SECTION C.1 IN THE SPECIFICATIONS:  
a) SEWER PIPE TO BE CONCRETE H.D.P.E. PLASTIC 300 MPA (SHELL 5 MPa) WITH RUBBER GASKETS CONFORMING TO CSA 580-01, P.C. 150 MPA OR FOR THE 300 MPA.  
b) CONCRETE TILE SHALL BE HEAVY DUTY UNLESS SPECIFIED AS 3000 D OR 1400 D ON PROFILE.

16. ALL CATCHBASINS SHALL BE SUPPLIED AND INSTALLED IN ACCORDANCE WITH SECTION C.10 IN THE SPECIFICATIONS, EXCEPT AS FOLLOWS:  
a) ALL CATCH-BASIN LEADS TO BE CONNECTED TO NEW TILE DRAIN WITH PRE-FABRICATED "U" PIPE.  
b) ALL NON-ROAD DITCH INLET CATCHBASINS TO HAVE BERRIS (CONSTRUCTED WITH SUBSOL) WITH OVERFLOW CHUTE PROTECTED WITH N.A.S. C.300 TURF REINFORCEMENT MAT (SEE DETAIL "A").

17. NEW TILE DRAIN TO BE LOCATED AS FOLLOWS:  
MAIN DRAIN - CLOSED PORTION  
a) STA. 0+000 TO STA. 0+098 + 0+070 - EXACT LOCATION TO BE DETERMINED AT TIME OF CONSTRUCTION.  
NEW TILE DRAIN TO BE PLACED IN SAME LOCATION AS EXISTING TILE DRAIN WHERE POSSIBLE. EXIST. TILE TO BE DESTROYED AND EXPOSED TILE SHALL BE DISPOSED OF OFF SITE.  
EXACT LOCATION TO BE DETERMINED AT TIME OF CONSTRUCTION.

18. WEST DRAIN  
a) STA. 0+000 TO STA. 0+440  
b) STA. 0+440 TO STA. 1+093  
- ON SOUTH-EAST SIDE OF EXIST. TILE.  
NEW TILE DRAIN TO BE PLACED IN SAME LOCATION AS EXIST. TILE DRAIN WHERE POSSIBLE. EXIST. TILE TO BE DESTROYED AND EXPOSED TILE SHALL BE DISPOSED OF OFF SITE.  
EXACT LOCATION TO BE DETERMINED AT TIME OF CONSTRUCTION.

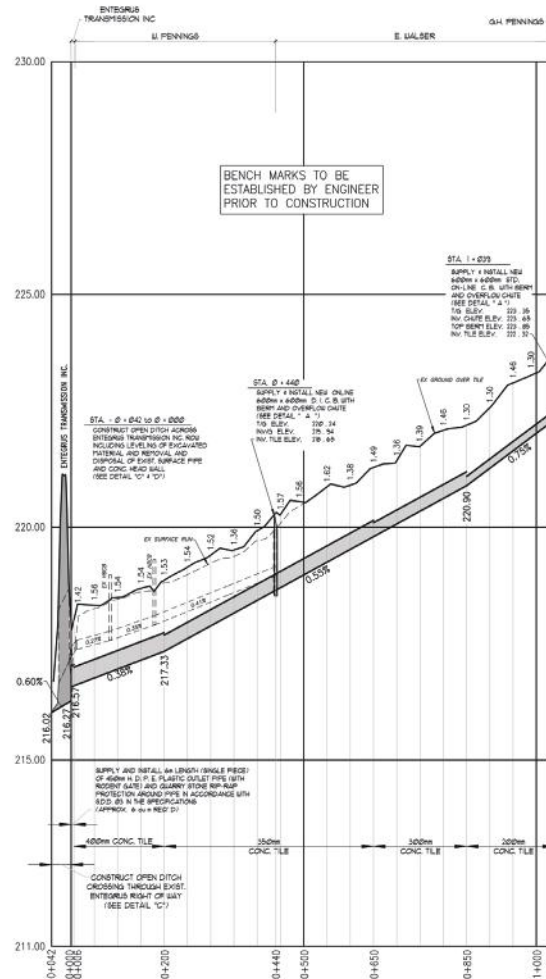
19. EXISTING TILE DRAIN TO BE EXPOSED IN AS MANY LOCATIONS AS ARE NECESSARY TO CONFIRM THEIR EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION. EXACT LOCATION OF NEW TILE DRAIN MAIN TO BE CONFIRMED BY DRAINAGE SUPERINTENDENT OR ENGINEER.
20. a) INSTALLATION OF TILE AND TRENCHING SHALL BE IN ACCORDANCE WITH SECTION C.10 IN THE SPECIFICATIONS.  
b) SEWER PIPE UNDER TRAVEL PORTION OF ROAD TO BE INSTALLED IN ACCORDANCE WITH STANDARD DETAILED DRAWING NO. 82 IN THE SPECIFICATIONS.  
c) ALL OTHER SEWER PIPE TO BE INSTALLED IN ACCORDANCE WITH DETAIL "B".  
d) ALL CONCRETE TILE AND TILE-PIPE JOINTS TO BE GRAPED WITH GEOTEXTILE IN ACCORDANCE WITH SECTION C.8 IN THE SPECIFICATIONS.

21. NO CONSTRUCTION EQUIPMENT OR FARM EQUIPMENT SHALL CROSS OVER THE REEDED BACKFILLED TILE TRENCHES UNTIL SUFFICIENT SETTLEMENT HAS OCCURRED.
22. STEP AND TRODDER TOPSOIL FROM CONSTRUCTION AREA 14 METER HIGH EXCEPT LANDWAYS & ROADS. EXCESS TOPSOIL TO BE LEVELLED AND TOPSOIL RELEVELLED OVER ROAD, PAVED TRENCH AND REMAINING CONSTRUCTION AREA.

23. IF IT BECOMES PRACTICAL TO INSTALL THE NEW TILE IN THE EXISTING TILE LOCATION DUE TO EXISTING TILE ALIGNMENT AND/OR TOO MUCH WATER FLOWING THROUGH THE TILE, THEN THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AND/OR THE DRAINAGE SUPERINTENDENT.
24. IF SO DECIDED BY THE ENGINEER AND/OR DRAINAGE SUPERINTENDENT THEN THE CONTRACTOR SHALL INSTALL THE NEW TILE IMMEDIATELY ADJACENT TO THE EXISTING TILE. AFTER CONSTRUCTION IS COMPLETED THE EXISTING TILE SHALL BE DESTROYED WITH A RUBBER TIE BACKLOGUE. TILE CONNECTIONS INTO THE EXISTING TILE SHALL BE CONNECTED TO THE NEW TILE.

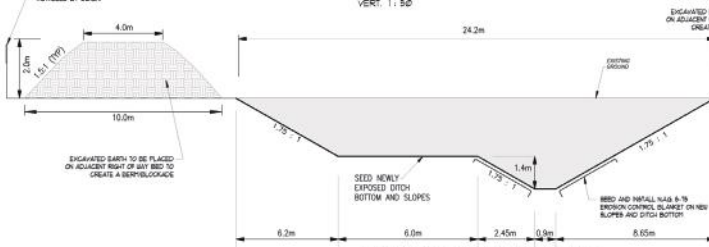
25. a) THE CONTRACTOR SHALL ENSURE THAT ALL TRIBUTARY DRAINAGE ARE CONNECTED DURING THE PERIOD OF CONSTRUCTION. ANY MISSED TILE CONNECTIONS THAT ARE FOUND DURING THE WARRANTY PERIOD OF THE CONTRACT SHALL BE COMPLETED BY THE CONTRACTOR AND SHALL BE PAID THE AFFECTED SET OUT ON PAGE 10 OF THE "FORM OF TENDER". NO ADDITIONAL PAYMENT FOR MODIFICATION WILL BE ALLOWED. THE CONTRACTOR IS NOT RESPONSIBLE FOR COMPLETING MISSED TILE CONNECTIONS THAT ARE FOUND AFTER THE WARRANTY PERIOD FOR THE CONTRACT HAS EXPIRED.
26. ALL TILE CONNECTIONS TO BE MADE WITH CORING MACHINE AND PLASTIC ADAPTOR OR PRE-FABRICATED FITTINGS.
27. THE CONTRACTOR SHALL SUPPLY THE ENGINEER WITH A LIST SHOWING STATIONS OF ALL TILE CONNECTIONS UPON COMPLETION OF CONSTRUCTION.

BENCH MARKS TO BE ESTABLISHED BY ENGINEER PRIOR TO CONSTRUCTION



WEST DRAIN PROFILE

SCALE: HCR: 1:5,000 VERT: 1:50

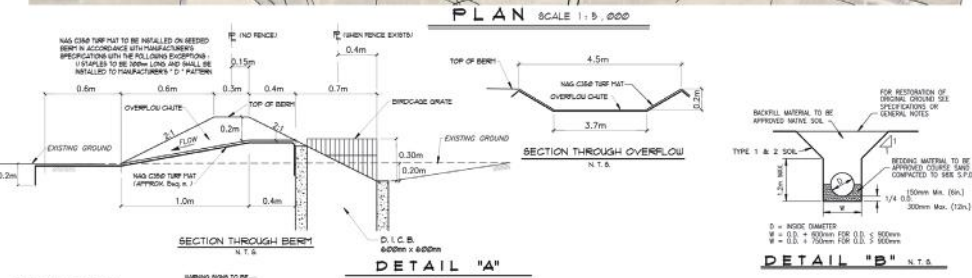
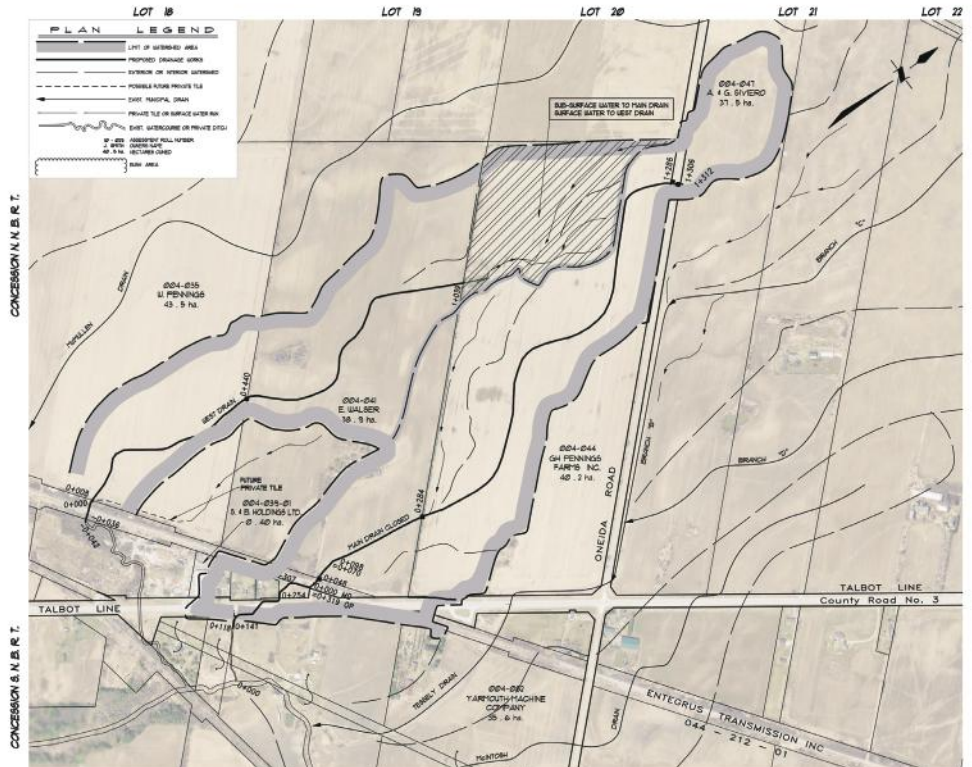


ENTEGRUS TRANSMISSION INC.

ST. 0+079 WEST BRANCH

DETAIL "C"

N.T.S.



## G.H. PENNING DRAIN 2022



Township of Southwold

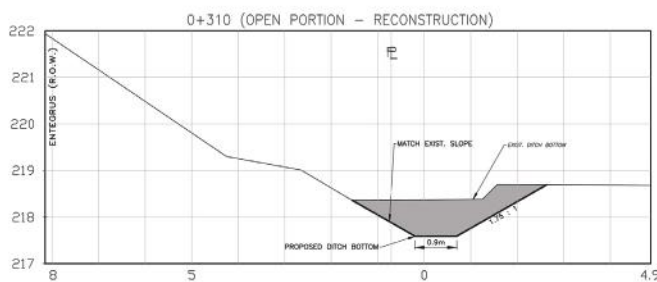
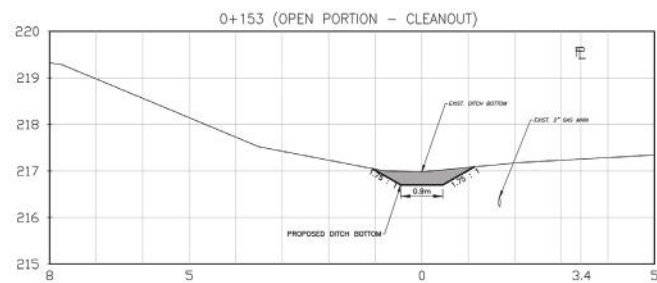
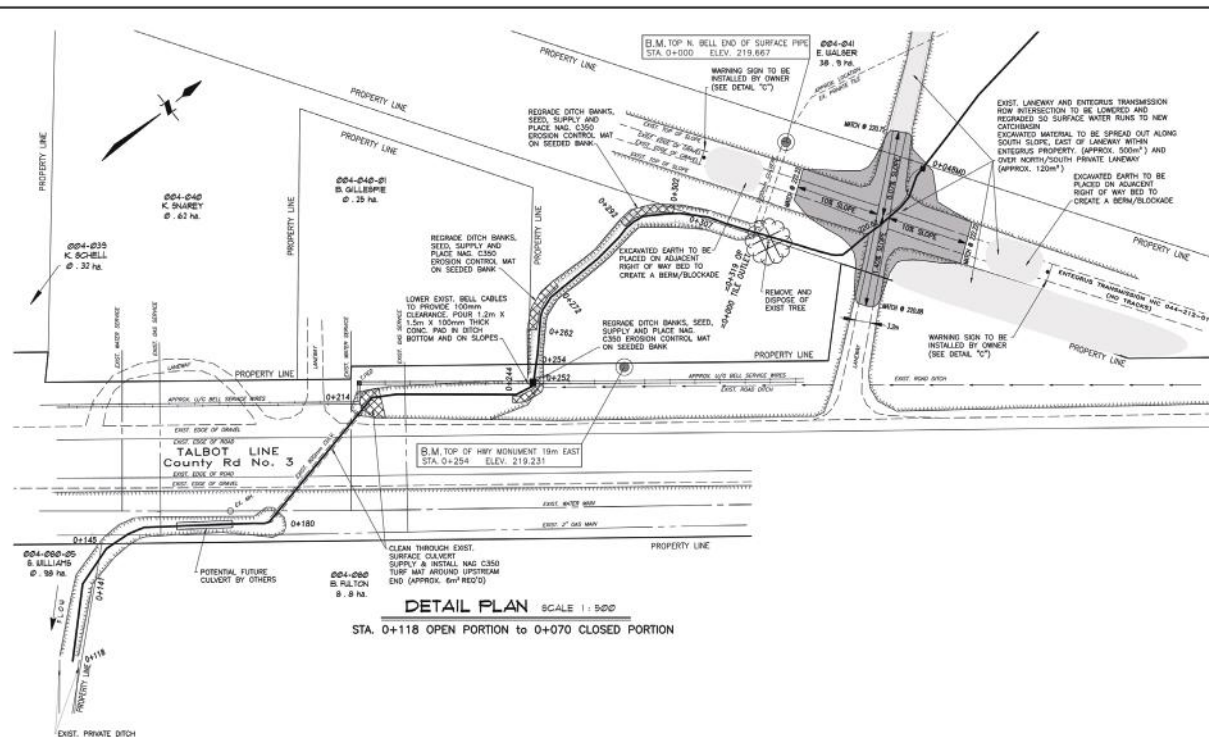
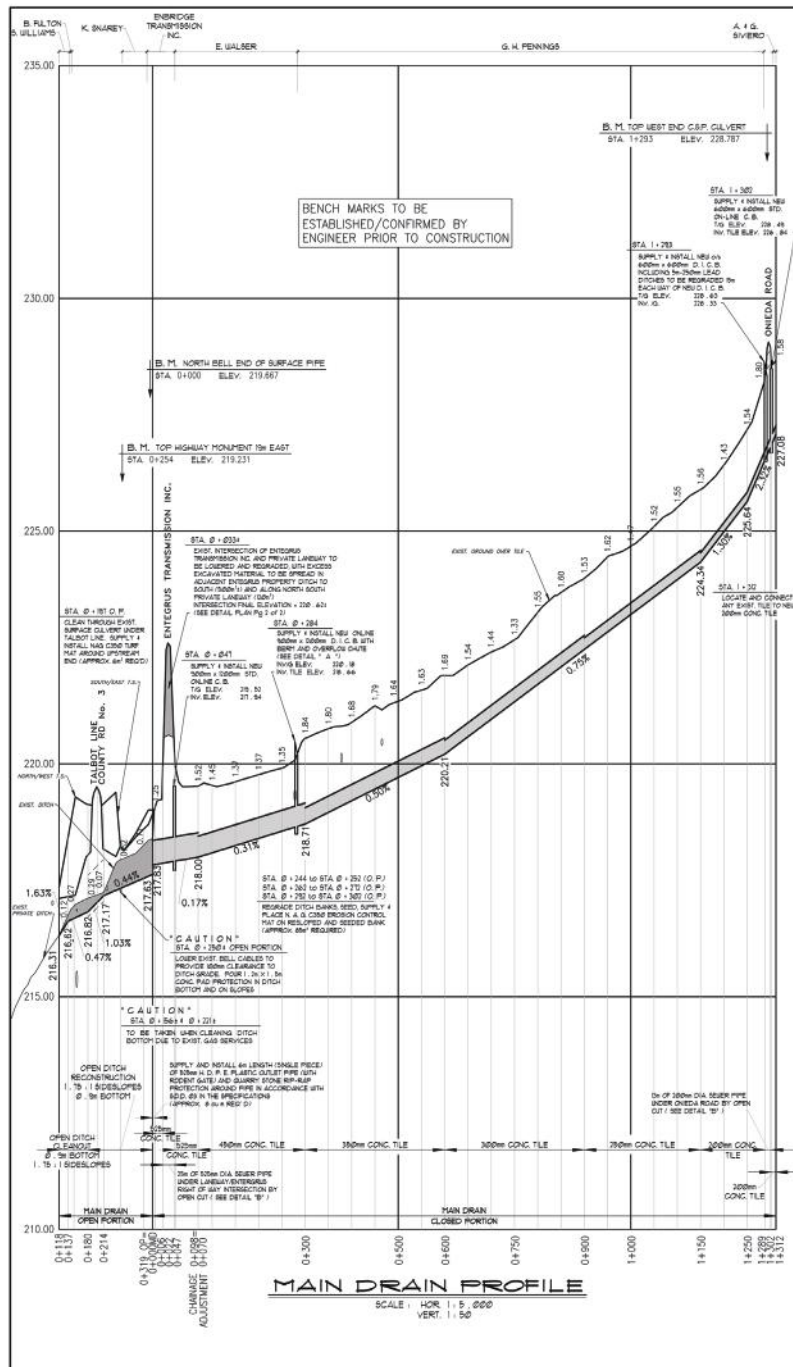
Drainage Superintendent: BRENT CLUTTERBUCK  
519-769-2010

Drawn By: M. K. A. Field Book: G.M.P. 4 M.T.O. JOB No: 221041 Drawing No: 1 of 2

PLAN, PROFILE & DETAILS

SPRIET ASSOCIATES LTD. CONSULTING ENGINEERS  
105-109 STREET - LONDON  
(519) 872-4000 - (416) 446





<b>G.H. PENNINGS DRAIN 2022</b>			
Township of Southwold			
Drainage Superintendent: <b>BRENT CLUTTERBUCK</b> 515-769-2010		No. _____ REVISIONS _____ DATE _____	
Drawn By: <b>Ms. K. Jay</b>	Field Book: <b>CMPS 4 MTS</b>	JOB No.: <b>2210241</b>	Drawing No.: <b>2 of 2</b>
Date: <b>July 22, 2022</b>	PROFILE, DETAIL PLAN & SECTIONS		
<b>SPRIET ASSOCIATES LIMITED</b> CONSULTING ENGINEERS 105 YORK STREET - LONDON (516) 672-4000 - 4004 140			



## TOWNSHIP OF SOUTHWOLD

### Report to Council

**MEETING DATE:** October 11, 2022

**PREPARED BY:** Josh Mueller, MCIP, Planner

**REPORT NO:** PLA 2022-35

**SUBJECT MATTER: Consent Applications E70-22 – Comments to the County of Elgin**

---

**Recommendation(s):**

THAT Council of the Township of Southwold receive Report PLA 2022-35 regarding Consent Applications E70-22 – Comments to the County of Elgin;

AND THAT Council of the Township of Southwold recommends approval to the Land Division Committee of the County of Elgin for the consent applications, E70-22, subject to the Lower-Tier Municipal conditions in Appendix Two of Report PLA 2022-35;

AND FURTHER THAT Council of the Township of Southwold directs Administration to provide Report PLA 2022-35 as Municipal comments to the County of Elgin.

**Purpose:**

The proposal is to sever a parcel to create a future residential plan of subdivision and retain an agricultural lot.

**Background:**

Below is background information in a summary chart:

<b>Application</b>	E70-22
<b>Owners/Applicants</b>	John & Jane Andrews
<b>Agent</b>	Amy Dale, Gunn and Associates
<b>Legal Description</b>	LOT 15 Concession Northwest of the North Branch of Talbot Road
<b>Civic Address</b>	N/A
<b>Entrance Access</b>	Union Road
<b>Water Supply</b>	Municipal Water (served and retained)
<b>Sewage Supply</b>	Privately owned and operated sanitary sewage system (severed) Privately owned and operated septic system (retained)

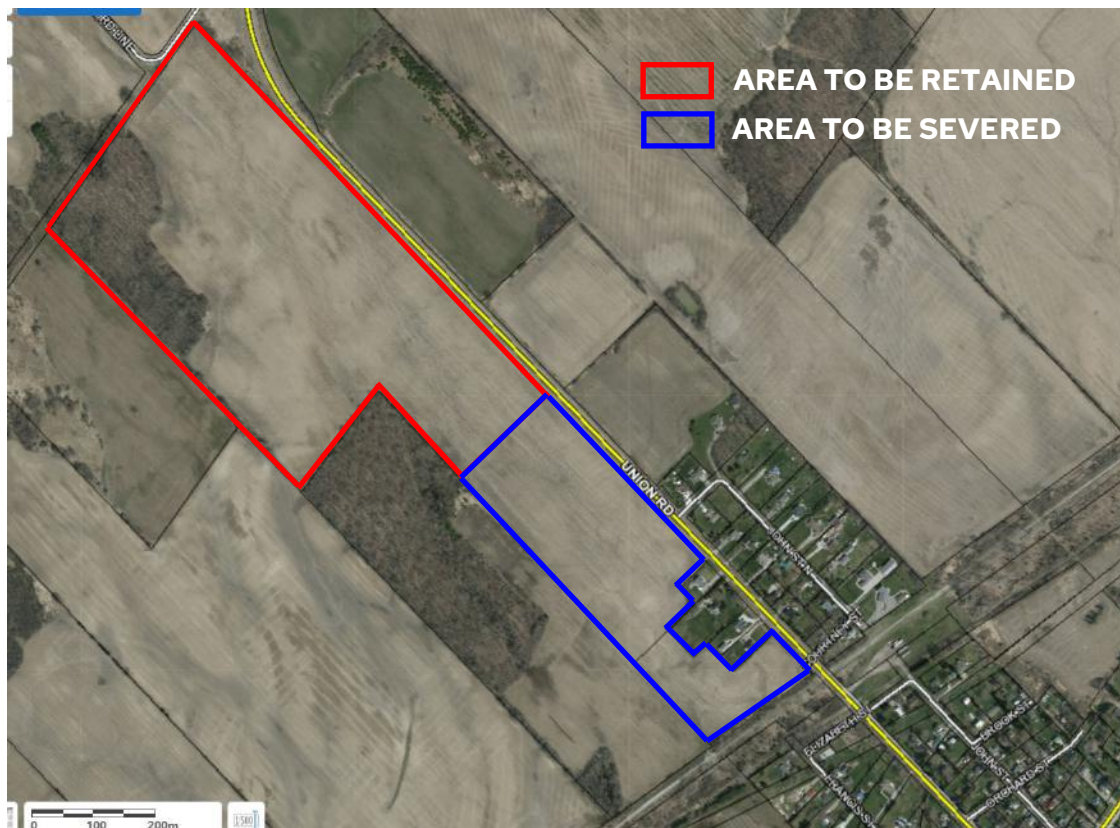
<b>Existing Land Area (severed and retained combined)</b>	37.935 Ha (93.73 Ac)
<b>Buildings and/or Structures</b>	Severed Parcels – vacant, future residential development
	Retained Parcel – vacant, to be used for agricultural purposes

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

<b>Severed Parcel</b>			<b>Retained Parcel</b>		
<b>Frontage</b>	<b>Depth</b>	<b>Area</b>	<b>Frontage</b>	<b>Depth</b>	<b>Area</b>
454.18 m (1,490.1 ft)	197.493m (647.94 ft)	10.305Ha (25.46 acres)	813.186 m (2667.93 ft)	408m (1335.58 ft)	27.63 Ha (68.26 acres)

The Public Meeting is scheduled for October 26<sup>th</sup>, 2022, at the Elgin County Land Division Committee Meeting.

**Figure One: Areas to be Severed and Retained**



The consent sketch, showing E70-22 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), 2020 and ensure applications do 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 consent application 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**

Lot creation is permitted within the Shedden settlement area, in accordance with Section 1.1.3 of the PPS, and the proposed severed parcel is located within the Settlement area. The severed parcel is proposed to be used for future residential development. The retained parcel is not within the Settlement Area, and the agricultural uses on the retained parcel will continue. No new lots will be created on the retained land.

Full municipal water is available and connection to the municipal sanitary sewers will be available in near future for the severed portion, in accordance with Section 1.6.6.2. The retained parcel will continue to be used for agricultural purposes.

Therefore, this proposal appears to be consistent with the PPS.

### **County of Elgin Official Plan (CEOP)**

The proposed severed parcel is designated Tier 2 Settlement Area on Schedule 'A' Land Use, and the proposed retained parcel is designated Agricultural Area on Schedule 'A' Land Use. No new lots are to be created on the retained parcel.

New lot creation policies of the CEOP contained under Section E1.2.3.1, have 13 criteria listed and would appear to be achieved with this proposal, as it will be serviced, will not

affect drainage patterns in the area, have no negative impact on natural heritage, and entrance accesses to the lands can be obtained.

Section E4 Sanitary Sewers and Water encourages development on full municipal services. Development on the lands to be severed will be serviced with municipal water service from the Township and connection to future sanitary sewers will be available.

Therefore, this proposal appears to conform to the CEOP.

### **Township of Southwold Official Plan (OP)**

The proposed severed lands are designated Residential on Schedule 4B Shedden Land Use. The proposed retained lands are designated Agricultural Area on Schedule '4' of the OP.

New lot creation policies of the OP contained in Section 7.23, have 8 criteria listed and would appear to be achieved with this proposal, as it will be serviced, will not affect drainage patterns in the area, and entrance accesses to the lands can be obtained.

No development is proposed on the retained parcel as it will continue to be used for agricultural purposes.

Therefore, this proposal appears to conform to the OP.

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

The retained lands are zoned Agricultural 1 on Map 2 of ZBL #2011-14. The severed lands are zoned Settlement Reserve on Map 13 of ZBL #2011-14. The provisions of the A1 Zone apply to the SR Zone. Therefore, the applicant will need to apply for a Zoning Bylaw Amendment to enable residential development to occur on the severed parcel.

The agricultural uses would remain on the retained parcel.

Therefore, it would appear that the proposal would comply with the ZBL, providing the applicant submits an application for Zoning Bylaw Amendment.

**Circulation Of The Application:**

**Township Department Comments**

Comments received from the Township Departments are summarized below:

**Building Department**

- No Concerns

**Drainage Department**

There will be a drainage reapportionment required for the

- Orchard Carroll Drain 1979
- Orchard Carroll Drain 1985
- Orchard Carroll Drain 2000
- Orchard Carroll Drain Extension 2011
- Orchard Carroll Drain – Hindley Branch
- Molnar Drain 1974
- Molnar Drain 1983

Mutual agreement drain to allow the retained lands to continue to use the severed lands for a drainage outlet.

**Water Department**

- No Concerns.

**Clerks/CAO**

- No Comments

**Infrastructure and Development Services**

- Looks like severed parcel is taking in a parcel that is already a stand alone parcel.
- We'd require 911 number and driveway entrance so both parcels can be identified separately.

**Finance Department**

- Cash in lieu of Parkland will be determined at the time of future development on the lands.
- Development charges will be determined at the time a building permit is issued.
- Water connection fees will be determined at the time of future development on the lands.

**Roads Department**

- No Concerns

Planning Staff note that the Township Departments' comments have been addressed as conditions of approval.

**Additional Comments:**

The recommended Township conditions for consent applications E70-22 are 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 application for consent, would appear to be consistent with the PPS, conforms to the CEOP and conforms to the OP, complies with the ZBL (subject to the amendment); 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:**  
**Josh Mueller, MCIP,**  
**Planner**  
**"Submitted Electronically"**

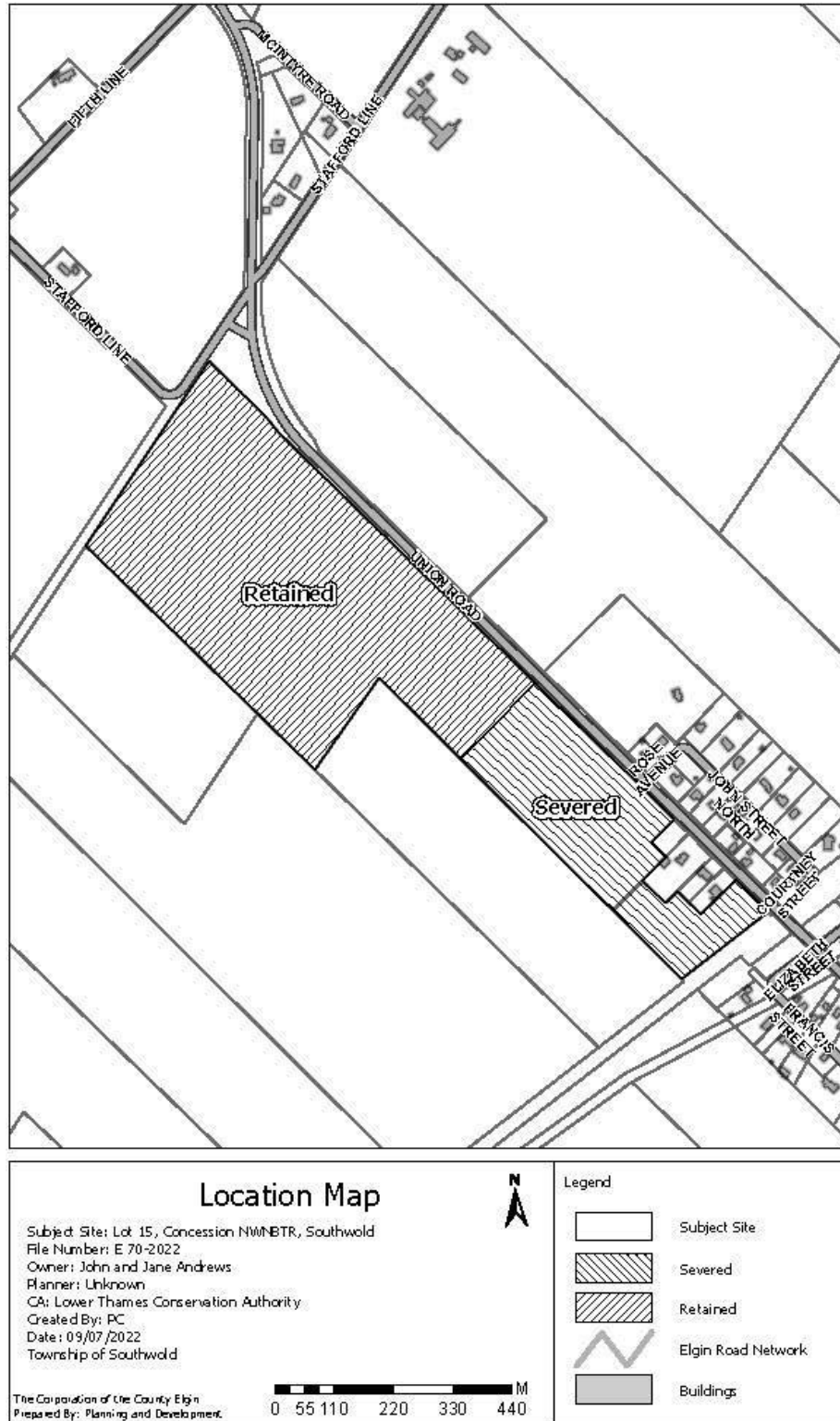
**Approved for submission by:**  
**Jeff Carswell**  
**CAO/Clerk**  
**"Approved Electronically"**

Appendices:

1. Appendix One: Consent Sketch E70-22
2. Appendix Two: Consent Application E70-22 Conditions



## PLA 2022-35 Report Appendix One: Severance Sketch



## **Appendix Two: Severance Applications E70-22**

### Consent Applications E70-22 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 parcels 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 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 retained 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 driveway entrance permit and 911 sign be obtained, if required.
9. 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.
10. 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.
11. 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*.
12. That the severed parcels be merged on title to create one parcel.



## **TOWNSHIP OF SOUTHWOLD**

### Report to Council

**MEETING DATE:** October 11, 2022

**PREPARED BY:** Brent Clutterbuck, Drainage Superintendent

**REPORT NO:** DRA 2022-06

**SUBJECT MATTER: Canadian Armed Forces Use of the Teetzle Property  
November 25 – 27, 2022**

---

#### **Recommendation(s):**

Resolved that Council approve use of the Teetzle property for a Canadian Armed Forces (CAF) Training Exercise November 25 – 27, 2022 as described in Staff Report DRA 2022-06 and authorize staff to make the necessary arrangements and execute the required agreements for this Training Exercise.

#### **Background:**

On September 26, 2022 staff was contacted by Captain Andrew Haves of the 31 Combat Engineers Regiment (St. Thomas) of the Canadian Armed Forces (CAF) looking for possible locations to do a training exercise over a weekend this November. They were looking for a location where they would be able to set up a command post and construct a temporary bridge that was within 1 hour of St Thomas. They were looking for a site with a span of 10-15 meters across a creek with stable banks on either side and fairly level from one side to the other. The site will need easy access for support trucks and space to maneuver a skid steer around the build site.

Staff thought that the Teetzle property and Talbot Creek could possibly be a suitable location. Staff meet with three representatives of the CAF on September 29<sup>th</sup> to look at the site and they felt that the Teetzle property would be suitable for their needs. They would set up an encampment to the south of the washrooms in the grassy area. The proposed bridge building site would be to the east of the Teetzle pond.

The date of the proposed exercise will be November 25 -27<sup>th</sup>, 2022

**Comments/Analysis:****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:**  
**Brent Clutterbuck , Drainage**  
**Superintendent**  
**"Submitted electronically"**

**Approved by:**  
**Jeff Carswell, CAO/Clerk**  
**"Approved electronically"**



## **TOWNSHIP OF SOUTHWOLD**

### **Report to Council**

**MEETING DATE:** October 11, 2022

**PREPARED BY:** Paul Van Vaerenbergh, Public Works Superintendent

**REPORT NO:** PW 2022-06

**SUBJECT MATTER: Pricing Surcharge of Tandem Axle Plow/Sander Truck Proposal Award**

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#### **Recommendation(s):**

THAT Council approve the pricing surcharge of a Freightliner Tandem Axle Plow/Sander Truck from Premier Truck Group – London at a revised price of \$356,948.00 excluding HST.

#### **Purpose:**

The purpose of this report is to seek Council authorization to accept the pricing surcharge from Premier Truck Group – London for the supply and delivery of a new Freightliner Tandem Axle Plow/Sander Truck.

#### **Background:**

As part of the Township's fleet replacement program, the Township had requested proposals (RFP 2022-03) for the supply and delivery of a Tandem Axle Plow/Sander Truck. Premier Truck Group – London was recommended for approval on April 13, 2022. Before Council's approval, Premier Truck Group – London stopped accepting new orders in the first quarter of 2022 because of the shortages in the supply chain and increasing "raw material surcharges". Since then, Staff have been continually engaging with Premier Truck Group – London to understand when the order books will be opened. As of October 1, they have opened the order books for trucks being scheduled in the first quarter of 2023, which will include our order.

Since that time Premier Truck Group has applied a \$5,198.00 surcharge due to increases in material costs, as well Viking Cives the body builder has added \$9,950.00. This cost increase is consistent with other truck companies that Staff engaged with due to the variability in the market.

**Financial Implications:**

The original quote of \$341,800.00 excluding HST is now \$356,948.00 excluding HST.  
The additional funding will be required from the road equipment reserve.

**Strategic Plan Goals:**

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

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- ☐ 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:**  
**Paul Van Vaerenbergh CRSI.**  
**Public Works Superintendent**  
**"Submitted electronically"**

**Approved by:**  
**Jeff Carswell, CAO/Clerk**  
**"Approved electronically"**



## TOWNSHIP OF SOUTHWOLD

### Report to Council

**MEETING DATE:** October 11, 2022

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

**REPORT NO:** ENG 2022-38

**SUBJECT MATTER: Township Design Guidelines Manual– Part 1**

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#### **Recommendation(s):**

THAT Council approve the Township Design Guidelines Manual – Part 1.

#### **Purpose:**

The purpose of the report is for Council to approve the Township Design Guidelines Manual Part 1 of 2.

#### **Background:**

On May 24, 2022 Staff brought forward the draft Township Design Guidelines Manual – Part 1, which required a 20 working day period for consultation. Following the review period Staff received minor comments from Spriet Associates and SBM Engineering. The main comments and responses are seen below:

<b>Comments</b>	<b>Responses</b>
Adjust average day domestic demand for water to align with sanitary design	Design parameter updated similar to 250L/cap/day sanitary design demand
Remove the need for sanitary clean out and lower the minimum sanitary clean out diameter to 100mm	Sanitary cleanouts are required for maintenance and 150mm is required for sanitary PDC diameter. This aligns with municipal partners
Adjust collector road from 8.5m to 9.2m	Adjusted collector to 9.0m
Adjust local road to 8.0m	Not required, unnecessary widening of asphalt resulting in speeding
Adjust radii for curbs	Not required, unnecessary large radii results in speeding

As the comments and suggestions were minor, Staff would like Council to approve the Township Design Standards as attached in Schedule 'A'.

**Financial Implications:**

N/A

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

**Approved by:**  
**Jeff Carswell, CAO/Clerk**  
**"Approved electronically"**

**Schedule 'A' – Township Design Guidelines Manual**





TOWNSHIP OF  
**Southwold**

**Design Guidelines Manual**  
*2022 Edition*



## TABLE OF CONTENTS

<b>1. INTRODUCTION:</b>	<b>3</b>
1.0. About the Township of Southwold	3
1.1. Purpose of Design Criteria	3
1.2. Submissions	3
<b>2. GENERAL INFORMATION:</b>	<b>4</b>
2.0. List of Contacts	4
2.1. Definitions	4
<b>3. ENGINEERING REVIEW FOR DEVELOPMENT</b>	<b>6</b>
3.0. Consultation Process	6
3.1. Subdivisions	6
3.2. Site Plan Control	14
3.3 Approval Agencies	15
<b>4. ENGINEERING STANDARDS</b>	<b>16</b>
4.0. Civil 3D design	16
4.1. Drawing Sizes	16
4.2. GIS/Asset Management Requirements	16
4.3. As-Built Drawing Requirements	17
4.4. Recording Service Connections	17
<b>5. TRANSPORTATION</b>	<b>18</b>
5.0. Road Design	18
5.2 Intersection Design	23
5.3 Driveways	25
5.4 Traffic Signals	25
<b>6. STORM SEWERS</b>	<b>26</b>
6.0 Storm Drainage Area Plans	26
6.1 Design Flows	26
6.2 Storm Sewer Pipe Design	28
6.3 Maintenance Hole Design	30
6.4 Catch Basins	31



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6.5 Allowable Ponding .....	31
6.6 Cover .....	32
6.7 Easements .....	32
6.8 Storm Private Drain Connections .....	32
<b>7. STORMWATER MANAGEMENT .....</b>	<b>33</b>
7.0 Stormwater Management Design .....	33
7.1. Stormwater Design Requirements for Development .....	34
<b>8. SANITARY SEWERS .....</b>	<b>35</b>
8.0. General Requirements .....	35
8.1. Peak Flow Calculation .....	35
8.2. Peak Sanitary Sewage Flows .....	37
8.3. Maintenance Hole Design .....	38
8.4. Pump Stations .....	39
8.5. Sanitary Private Drain Connections (PDC's) .....	39
8.6. Easements .....	39
8.7. Sanitary Sewer Testing .....	40
<b>9. WATERMAINS .....</b>	<b>41</b>
9.0. Watermain Design .....	41
9.1. Watermain Layout .....	44
9.2 Easements .....	47
9.3. Location of Valves .....	47
9.5. Water Services, Fire Services, and Private Watermains .....	48

## **1. INTRODUCTION:**

### **1.0. About the Township of Southwold**

The Township of Southwold (the Township) is a lower tier Municipality within Elgin County located on the north shore of Lake Erie. The Township is the operating authority for all municipal owned roads, storm sewers, sanitary sewers and watermain that are to be installed within all road allowances and registered easements within the Township of Southwold. The Township is also responsible for all parks and open space on municipally owned lands.

It is the Township's objective to work collaboratively with developers on site plans and subdivisions towards the end goal of creating private and public infrastructure and neighbourhoods.

#### **1.1. Purpose of Design Criteria**

The design information contained in this guideline is intended to provide guidance beyond legislative and standard design practices for use in the Township. There will be site specific situations where the design will depart from these practices as it is not possible nor is it the intention of the Township to anticipate every situation. The Township intends to review and revise the design guideline from time to time.

Additional items may be required to address specifics for any given development. Each property is reviewed and may require items above the existing policies and design requirements depending on the uniqueness of the site and development.

Where it is deemed appropriate or necessary the Drainage Act legislation and procedures therein shall be utilized to service the development.

#### **1.2. Submissions**

Submissions and circulation of planning applications and engineering drawings related to Planning Approvals are co-ordinated through the Township's Infrastructure and Development Services Department, directed to the Township's Planner ([planning@southwold.ca](mailto:planning@southwold.ca)).

Drawing approval must be obtained from the Infrastructure and Development Services Department prior to any work commencing on all sites.

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## 2. GENERAL INFORMATION:

### 2.0. List of Contacts

See the Township's list of contacts on the website link below:

<https://www.southwold.ca/contact/>

### 2.1. Definitions

"Township" shall mean The Corporation of the Township of Southwold.

"Contractor" means a person, partnership, or corporation who is contracted to undertake the execution of work commissioned by the Township to install or maintain sewers, private drain connections, maintenance holes, catch basins and other appurtenances.

"Complete Streets" means any transportation facilities that are designed for all ages, abilities, and modes of travel. On Complete Streets, safe and comfortable access for pedestrians, bicycles, transit users and the mobility-impaired is not an afterthought, but an integral planning feature.

"Developer" shall mean the Owner or party specifically named in a Development Agreement or in a Subdivision Agreement.

"Engineer" shall mean the Township Engineer or the Engineer's authorized representative.

"Inspector" means the person(s) authorized and supplied by the Township to see that the installation is executed according to the specifications and the approved plan(s) in a good workmanlike manner according to the latest Township practices and standards.

"Main or watermain" means every water pipe, except services and portions of private mains as herein defined, installed on the public road allowance or on any other land upon which the Township has obtained easements.

"Private Hydrant" means a hydrant connected to a watermain and installed on private property. (Fire Department has full rights of connection.)

"Private Watermain" means a pipe connected to a watermain and installed on private property and from which more than one service and/or hydrant lateral are connected.

"Service" means every water pipe installed from a connection on a watermain or private watermain to the meter location or, for a fire service, to the inside of the exterior wall of a structure.



"Service Extension" means the portion of a service from the property line to the meter location, or for a fire service to the inside of the exterior wall of a structure. (i.e.; an extension of a service stub)

"Service Stub" means the portion of a service from a watermain to the property line which will always include one control valve.

"Structure" means a building of any kind, including but not restricted to, apartments, condominiums, single-family homes, town housing, row housing, industrial, commercial, and institutional.

"Subdivider" means the Developer, Owner, or party specifically named in a Subdivision Agreement.

"OPSD" means Ontario Provincial Standard Drawings.

"Owner" shall include any person who or any firm or corporation that is the registered owner of the property under consideration or any agent thereof, a person entitled to a limited estate in land, a trustee in whom land is vested, a committee of the estate of a mentally incompetent person, an executor, an administrator and a guardian.

"OBC" means Ontario Building Code.

"ROW" means Right-of-way; the width of a road from property line to property line.

"Street Line" means limit of the right-of-way; property line

"PDC" means a private drain connection.

## **2.2. Acknowledgements of Sources**

The Township of Southwold's design guidelines were created in compilation using the City of St. Thomas' design guidelines, the City of London's design specifications & requirements manual, and Dutton Dunwich's design and construction standards.

### **3. ENGINEERING REVIEW FOR DEVELOPMENT**

#### **3.0. Consultation Process**

An applicant for a new development shall arrange for a consultation meeting with Township staff through the Township Planner or County planner depending on the application type, to discuss the development or planning application.

Plans shall be circulated to Township staff two weeks prior to the consultation.

Meetings are held at the Township administrative office or online, and the setting is meant to be informal. Township staff will comment on the proposed development and inform the applicant of the report and studies that are required for the specific development application.

The applicant will be required to provide the required studies, reports and drawings and other submission requirements as deemed necessary by the Township to support the development application.

The submission requirements will be broken out below for the subdivision and site plan drawing review process and include typical approval agencies.

#### **3.1. Subdivisions**

Subdivision submissions should include reports and engineering drawings that are prepared by the developer's consulting engineer. Depending on the nature of the application, the Township may request the first submission only include the focused design studies and reports to allow for a more complete review prior to the engineering drawing review. Submissions are reviewed by the Township Departments and consultants as required.

##### **3.1.1. Design submissions**

Design submissions are to be accompanied by any supporting documentation required for the completeness of the design of the subdivision development. Such documentation may include but not limited to copies of the following reports:

- Geotechnical report
- Hydrogeological report
- Traffic Impacts Assessment Report
- Photometric Lighting Report (external works)
- Tree Preservation Report
- Environmental Assessment
- Natural Heritage Investigations

- Copies of reports submitted to the Conversation Authority
- Storm Water Management Report
- Noise Report
- Functional Servicing Report
- Vibration Report
- Archeological Report
- Legal Survey, including deed
- Planning Justification Report

### **3.1.2. Drawing standards**

The following AutoCAD Drawing Standards shall be used in new development submissions:

- The drawing scale for plan and profile drawings shall be in metric, using a scale of 1:250 horizontally and 1:50 vertically. A scale of 1:250 horizontally should be used in congested areas.
- Drawings shall be oriented such that North points up and/or to the right (or left if required).
- Dimensions and elevations shall be provided in metric units.
- Existing conditions should appear faded in comparison to the proposed work, and use a text size of 1.6mm of the final hard copy.
- The various utility lines should be identified and appear slightly darker than existing topography.
- Proposed work should appear heavier than existing conditions and use a text size of 2.0mm for notes, elevations and dimensions.
- All linework and text should be drawn using a bylayer colour and line type to facilitate easy modifications.

### **3.1.3 Engineering Drawings**

A complete set of Engineering Drawings, in addition to the reports required in section 3.1.1. shall be comprised of the following in the order shown below:

- The approved draft plan
- The proposed plan for registration showing all lot and block numbering and dimensioning
- Cover sheet (should include the name of development, the owner/developer name, drawing index and key plan showing site location)
- Phasing drawing, if applicable
- General plan of services





- Plan and profile drawings
- Area and lot grading plan
- Sediment and erosion plan, including stockpile locations
- Storm drainage plans, including existing servicing in the area
- Storm sewer design sheets
- Storm water management facility
- Storm water management facility miscellaneous notes and details
- Sanitary drainage plans, including existing servicing in the area
- Sanitary sewer design sheets
- Water distribution plan, including all existing servicing in the area
- Landscape plan
- Park grading plan, if necessary
- Composite utility plan, including hydro distribution system and street lighting
- Photometric drawings, external works
- Street signage and traffic control plan
- All detail drawings other than the O.P.S. Detail Drawings
- All drawings pertinent to the design
- All other calculations necessary to check the design, and;

### **3.1.3.1 General Plan of Services**

The general plan of services will indicate the general overall scope of the project and the geographic relationship to surrounding lands:

- North arrow
- A general plan of services or master plan drawing should be prepared for all developments at a scale not greater than 1:2000.
- When more than one general plan is required, the layout of the general plan shall reflect similar layout as the reference plan.
- The reference Geodetic Bench Mark and the site bench mark are to be used for construction and shall be identified on the general plan of services
- Road allowances, lots, blocks and easements are to be depicted in a similar fashion as the reference plan.
- All existing services and proposed services are to be shown if possible.
- All Township and utility infrastructure (road, sidewalk, curb, pedestals, sewers, manholes, valves, hydrants, etc) are to be shown and labelled properly.
- Registered plan number must be shown on the as-constructed general plan of services.
- All site information for parks, schools, churches, commercial and industrial development blocks must be shown.

### 3.1.3.2 Plan and Profile Drawings

Plan and profile drawings will provide the detailed information required for construction of roads and municipal services. The following are the requirements for the plan and profile drawings:

- North arrow
- Consulting engineer must confirm with Township the proper layer style for the engineering drawing for plotting purposes prior to submitting for engineering design review.
- Scale shall be 1:250 horizontal, 1:50 vertical.
- Plan and Profile drawings are required for all roadways, blocks and easements within the development, for all outfalls beyond the development to the permanent outlet, for all boundary roadways abutting the development and for other areas where utilities are being installed below grade.
- Plan and profile drawings, as well as cross sections are required for rear yard catch basin leads.
- Geodetic benchmark monument location and information.
- All existing or future services, utilities and abutting properties are to be shown.
- All proposed services to be constructed are to be shown.
- The profile portion of the drawing shall be a vertical projection of the plan portion whenever possible.
- All road allowances, lots, blocks, easements and reserves are to be shown and are to be identified in the same manner as the Registered Plan. Lot and block frontages are to be shown.
- All curb and gutter and sidewalks shall be shown and dimensioned on the plan portion of the drawing.
- All storm and sanitary sewers and watermain shall be shown and dimensioned on the plan and shall also be plotted on the profile of the drawings. The sewers shall have a complete description on the plan and/or profile portion of the drawing including length, grade, diameter, flow direction arrow, material, class of pipe, and bedding requirements. The size of the pipe shall be plotted to full scale on the profile.
- All sewer manholes shall be shown on the plan and on the profile portions of the drawing. The manholes shall be identified number on the plan and on the profile portion of the drawing. All invert elevations shall be shown on the profile with each having reference to the north arrow.
- All catchbasins and catchbasin connections shall be shown. Catchbasins are to be identified by number.



- All rim and invert elevations for manholes are to be shown. Catchbasins shall have rim elevations only.
- All sewer manholes which have safety platforms are to be noted.
- All drop connections are to be noted and referred to the applicable O.P.S. specification, drawing or detail sheet.
- All watermains, hydrants, valves, blow-offs, etc. shall be shown, described and dimensioned on the plan portion of the drawing. In addition, the watermain shall be plotted to true scale size on the profile portion of the drawing and labelled with the pipe size, material and depth of cover.
- The location of all storm, water and sanitary service connections shall be shown on the plan portion of the drawing using different symbols, and line types for each service type. The connections to all blocks in the development shall be fully described and dimensioned (size, length, grade, invert elevations, material, class of pipe, bedding, etc.).
- The centreline of construction with 20 metre stations noted by a point or small cross shall be shown on the plan portion of the drawing.
- The original ground at centreline and the proposed centreline road grade shall be plotted on the profile. The proposed centreline and centreline grades shall be fully labeled including length, grade, P.I. stations and elevations, vertical and horizontal curve data, etc.
- Details of the gutter grades around all 90 degree bends, crescents and cul-de-sacs shall be provided on the plan portion of the drawing.
- Special notes necessary to detail construction procedures or requirements are to be shown.
- Chainages for the centreline of construction are to be shown on the profile portion of the drawing. The P.I., B.H.C., E.H.C., B.V.C., and, E.V.C. chainages shall also be noted.
- Any test pit or borehole locations and soil profile information shall be shown.
- The basement elevation of all existing dwellings on the streets where sewers are to be constructed shall be noted.
- All of the proposed services and features are to be shown on the plan portion of the drawing. Those services below grade that are critical to the new construction shall also be shown in the profile. Test holes may be required to determine actual elevation of these services.
- The curb radii at all intersections shall be shown on the plan portion of the drawing.
- Profiles of roadways shall be produced sufficiently beyond the limits of the proposed roads, to confirm the feasibility of possible future extensions.
- The location of all streetlights and transformers shall be clearly shown on the plan portion of the drawings.

### 3.1.3.3 Area and Lot Grading Plans

The lot grading plan shall establish the final grade control for all lots and blocks within the development in accordance with the Township's current lot grading standards.

- North arrow
- The Lot Grading Plan shall be prepared at a scale of 1:500 for single family, semi-detached areas and for multi-family areas.
- All lots and blocks within the subdivision are to be shown and are to be identified in the same manner as the Registered Plan.
- Geodetic benchmark monument location and information.
- Existing contours are to be shown at maximum 0.5 m intervals within the subdivision limits and 30 metres beyond the subdivision limits. Existing overland flow route.
- Proposed centreline road elevations are to be shown at 20 m stations along all roads within and abutting the subdivision. Elevations are to be shown for the 20 m stations in accordance with the chainage on the profile drawings.
- Proposed elevations are to be shown for all lot corners and intermediate points of grade change, building corner elevations. On larger blocks, a proposed elevation is to be shown at 15 m intervals along the frontage of the block and at reasonable intervals along the sides and rear of the block to clearly illustrate the grading of the block in relation to the surrounding lands and house type.
- The specified lot grade shall be shown at a location 6.0 m minimum from the street line. For "split" type drainage patterns, the specified rear house grade shall be shown. The specified minimum top of foundation elevation for each lot shall also be shown.
- The direction of the surface water runoff from the rear of all the lots shall be indicated by means of an arrow pointing in the direction of the runoff.
- All swales, other than the normal side yard swales, are to be shown along with the invert elevation of the swale at regular intervals (i.e. centreline of each lot for rear yard swales) and include slopes for all swales.
- All rear yard catchbasins shall be shown along with the rim elevation of the catchbasin grate and the invert elevation of the outlet pipe.
- All curbs, sidewalks, catchbasins, valves, hydrants, streetlight poles, transformers, Canada Post community mailbox locations and easements shall be shown on the lot grading plans. Driveways must have a minimum 1.5 m clearance to these utilities.
- All 3:1 slopes (terracing) required shall be shown with the intermediate grades specified.
- Existing elevations are to be shown on adjacent lands approximately 30 metres from the subdivision limit to enable assessment of the grading between the subdivision and the adjacent areas. The interval of those elevations shall be dependent upon the degree of



development of the adjoining lands with the developed areas requiring the most information.

- For all design lots, the top of foundation wall shall be shown and labeled on the approved grading plan.
- For all design lots, the underside of footing shall be shown (if required).
- The grading along the limit of the subdivision shall be carefully controlled to avoid disturbance to the adjoining areas.
- Temporary silt fencing shall be installed along the limit of subdivision and maintained for the duration of the contract until such time as seeding or sodding takes place. This fencing shall be noted on the grading plan.
- All semi-detached lots shall be indicated with SD on all drawings.
- The lot grading plans shall show proposed locations for building envelopes, enveloped for private sewage disposal systems and private water supply systems for rural estate developments.
- All culverts shall be designed and shown on the lot grading plans identifying culvert diameter, gauge, minimum length, invert, and type.
- All typical grading details and specifications shall be shown on the Lot Grading Plan.
- Masked imaging of the Storm Drainage Areas shall be shown.
- Overland flow route for the entire development
- Ponding limits for 100 year storm at catch basins, rear yard catch basins.

#### **3.1.3.4 Detail Plan**

A detail plan will be required when there is not sufficient space on the plan and profile drawings or other drawings to fully describe the necessary works.

- North arrow
- A typical road cross section shall be shown on the Detail Plan, illustrating R.O.W. dimensions, pavement structure, sewer and watermain locations, curb and sidewalk locations, and proposed utility locations.
- Horizontal separation between sewers and watermain.
- Details of special chambers, such as metering chambers shall be shown.
- Details of special structures, such as storm sewer inlets and outlets or retaining walls shall be shown.
- Details of special drainage features, including stormwater retention/detention ponds shall be shown.
- Pumping station details shall be shown.
- Any other details or notes as required shall be shown, such as drop structures in manholes

### 3.1.3.5 Storm and Sanitary Drainage Plans

A separate drainage area plan for storm and sanitary drainage shall be prepared and as follows:

- North arrow
- Scale to suit drawings but needs to be legible.
- The street and lot layout of the subdivision, street names and property descriptions shall be shown on the Drainage Plans.
- All existing and proposed sewers, manholes, catchbasins shall be shown and labeled with identifying numbers, sizes, lengths, grades and direction of flow.
- All external areas shall be shown on the Drainage Plans. If the external areas are too large to be accommodated, a separate drawing for the external storm areas shall be included in the set.
- Storm drainage areas shall be delineated on an actual contributing drainage area and manhole to manhole basis.
- Sanitary drainage areas shall be delineated on a lotline by lotline and manhole to manhole basis.
- All drainage areas shall be numbered and shall include area in hectares, run-off coefficients for storm or population densities for sanitary.
- The design sheet shall be shown on the Drainage Plans. If the design sheet cannot be accommodated on the area plan, the design sheets can be shown on their own drawing.

### 3.1.3.6 Utility Plan

The development will require a utility plan for utilities other than water and sewer, from the requirements of various public and private utility agencies. The utility plans shall also include detail layout for street lighting.

- North arrow
- Maximum drawing scale of 1:750.
- A legend using standard symbols shall be shown on the Utility Plan.
- The location of all existing and proposed utilities (Hydro, Telephone, Cable TV, Gas, Streetlight), including those in common trenches, shall be shown on the Utility Plan.
- The location of all existing and proposed utility structures and pedestals, including Canada Post community mailboxes shall be shown and labeled.
- Typical utility trench details and duct locations shall be shown.
- Any specific duct and trenches cross section details for road crossing shall be shown.
- Any other utility details or notes shall be shown on the Utility Plan.

### **3.2. Site Plan Control**

To start the site plan process, the applicant must contact the Township planner to arrange a pre-consultation meeting to discuss the site plan objectives and submission requirements for the Township. Site plan submissions will include detailed reports and site plan drawings prepared by the developers consulting engineer.

#### **3.2.1 Design Submissions**

Design submissions are to be accompanied by any supporting documentation required for the completeness of the design of the site plan development. Such documentation may include but not limited to copies of the following reports:

- Geotechnical (soils) report
- Hydrogeological report
- Traffic Impacts Assessment Report
- Photometric Lighting Report (external works)
- Tree Preservation Report
- Natural Heritage Investigations
- Copies of reports submitted to the Conversation Authority
- Storm Water Management Report
- Noise Report
- Functional Servicing Report
- Vibration Report
- Archeological Report
- Legal Survey, including deed
- Planning Justification Report

#### **3.2.2 Site Plan Drawings**

A complete set of engineering and architectural drawings will be required for the site plan application. Engineer drawings that are required, but not limited to, can include the following:

- Site plan drawings
- Site grading and drainage
- Site services plan and profile
- Landscape plan
- Electrical services and utilities plan
- Lighting layout and distribution plan
- Building elevations plan
- External works plan, as required



### 3.3 Approval Agencies

Depending on the location of the development, the developer will be required to obtain Township approval and may be required to obtain approval from various other regulatory agencies which include but not limited to:

- The Department of Fisheries and Oceans (DFO)
- The Ministry of Environment, Conservation and Parks (MECP)
- The Ministry of Natural Resources (MNR)
- The Ministry of Transportation (MTO)
- The Ministry of Municipal Affairs and Housing (MMAH)
- The Ministry of Tourism, Culture and Sport (MTC)
- Elgin County
- Kettle Creek Conservation Authority
- Lower Thames Regional Conservation Authority
- Elgin St. Thomas Public Health
- Adjacent municipalities where appropriate

It is the responsibility of the developer to provide the Township with suitable written documentation of the approval from the regulatory agencies. The development will be subject to the requirements of all by-laws within the Township.

The developer shall be required to enter into a Development Agreement (i.e. Subdivision Agreement or Site Plan Agreement) with the Township and pay fees to the Township such as application fees for zoning and administration fees applicable to the development application.



## 4. ENGINEERING STANDARDS

### 4.0. Civil 3D design

Computer-Aided Design (CAD) shall be used to generate all engineering drawings, specifically AutoCAD Civil 3D. Vector form DWGS files shall be supplied to the Township with no X-Refs. All as-built CAD drawings must be submitted in this version.

Georeferenced plans are required for each application.

### 4.1. Drawing Sizes

Full sized drawings to be ANSI D 22" x 34" (559mm x 864mm). Reduced drawings are to be 11" x 17" (279mm x 432 mm)

### 4.2. GIS/Asset Management Requirements

The Final Submission Requirements shall consist of one USB stick of digital submission (Preferred format is AutoCAD .dwg file, which may include Civil 3D) The following information should be included in the GIS data base:

- Road Section Number
- Street Name
- Road Surface Length (m)
- Road Surface Width (m)
- Asphalt Type Base
- Asphalt Type Topcoat
- Asphalt Base Depth (mm)
- Asphalt Depth Topcoat (mm)
- Road Surface Condition
- Road Surface Useful Life
- Year Constructed
- Cost of Initial Pavement
- Year of Maintenance
- Cost of Preservation (Betterment)
- Type of Maintenance
- Traffic Counts
- Design Mixes
- Soils Reports
- Traffic Signal (Pole and Fixture)
- Street Light (Pole and Fixture)
- Sidewalks

- Traffic Signs
- Underground services
- Curb

#### **4.3. As-Built Drawing Requirements**

Prior to assumption, the applicant is required to provide a complete project package to the Township. This package should include the following:

- Digital "As Constructed Drawing Set" in an Adobe format (.pdf file), (complete with all required signatures);
- Digital "As Constructed Drawing Set" in AutoCAD format (.dwg file, which may include LDD or Civil 3D)
  - provide all Paper Space Title Blocks and Plot Style Tables
  - all existing survey points are to be contained in the drawing
  - all proposed TIN's, grading models and/or contour lines are to be contained in the drawing
  - all line work must be in Model Space at 1:1 scale and unrotated in a World Coordinate System (WCS)
  - drawing units are to be in metric
  - purge all old or extra drawing layers
  - bind all XRef files (no external attachments upon submission)
  - georeferenced plans are preferred, but not mandatory for submission
  - All digital "Project" support files which do not reside in AutoCAD such as stormwater calculations, technical reports, etc.
  - The digital formats may be from industry standard software including Microsoft Office, Adobe, Synchro Traffic, etc.

#### **4.4. Recording Service Connections**

Once a private drain connection or water service is placed, a record of its location must be produced for as-constructed drawings and provided digitally to the Township. Water, Sanitary and Storm laterals are to be included on drawings, showing proper plan view which include bends and sweeps. Also, required is the pipe invert elevation at property line. Drawings standards page will have a sample building report required for recording service connections.

## 5. TRANSPORTATION

All roads shall be designed and constructed in accordance with the current edition of the Manual of Geometric Design Standards for Canadian Roads, as well as the standards within the National Association of City Transportation Officials. Road design shall incorporate a complete street approach and should promote a healthy and safe community.

### 5.0. Road Design

#### 5.0.1. Referenced Design Standards and Guidelines

Road design shall be in accordance with the following standards and guidelines, as amended or expanded upon within the Township of Southwold Design Guidelines.

##### Transportation Association of Canada (TAC)

- Geometric Design Guide for Canadian Roads (TAC Standards)
- Manual of Uniform Traffic Control Devices for Canada (MUTCD)
- Guide for the Design of Roadway Lighting
- Pedestrian Crossing Control Manual
- Canadian Guide to Neighborhood Traffic Calming

##### Ministry of Transportation

- Geometric Design Standards for Ontario Highways, 1985 (latest revision)
- Ontario Traffic Manual (OTM) (latest edition)
- OTM Book 12 – Traffic Signal Design
- Ontario Provincial Standards (OPS) (latest edition)

##### Institute of Transportation Engineers (ITE)

- Trip Generation Manual
- Transportation and Land Development
- Traffic Access and Impact Studies for Site Development – Recommended Practice

#### 5.1.2. Design Speed

Posted Speed (km/h)	Design Speed (km/h)
40	40
50	50
60	70
70	80

80	90
90	110

Design speeds for all local and minor collectors shall be 50km/h unless adjacent to schools or high pedestrian generators such as parks, where the design speed is 40km/h.

### 5.1.3. Road Classification

Road Type	General Function	Typical Right of Way	Pavement Width (m)
Local	Light volumes of resident traffic. Connect to collector roads that provide ingress and egress into a subdivision or neighbourhood	20m	7.0 (0-44 units) 7.5 (45 units or greater)
Collector	Moderate volumes of resident traffic, primarily moving residents between points of origin and arterial roads	26m	9.0 (parking, no bike lanes) 12.5 (1.5m bike lane, 0.5m buffer)
Arterial	Large to moderate volumes of traffic. Larger vehicle traffic.	30m	10 (no bike lanes) 14 (1.5m boulevard bike lane, 0.5m buffer)
Industrial	Larger vehicles with less pedestrian activity	26m	8.5

Note: All development applications shall try to accommodate two public accesses. Where this cannot be accommodated, the Township may consider a secondary emergency access, and consultation with the Township Engineer will be required.

### 5.1.4. Centreline Radii

Centerline Radii shall be in accordance with TAC Design Guidelines. Bends of 90 degrees are only permitted on local streets. Local streets with bends of approximately 90 degrees are to have a minimum inside street-line radius of 10.0m

For reconstruction of existing roads, the centreline horizontal alignments shall be reviewed by the Township Staff on a site specific basis.

### 5.1.5. Radii for Curb & Gutter

Intersection radii for curb and gutter should be measured at edge of pavement. The following chart illustrates the required radii:

From:	To:		
	Arterial	Collector	Local
Arterial	13.5m	12m	10m
Collector	12m	7.5m	6.0m
Local	7.5m	6.0m	6.0m

Note: daylight triangles are required for any road type connection at intersections, and will be determined based on Township zoning by-law.

Design vehicles for the following road classification should be considered in the design of all projects and developments to provide the minimum radii appropriate for the specific road geometry. If the design vehicle results in a small curb radii, the smaller curb radii shall be used.

DL-23	Local and most collector roads
WB-20	Collector (near commercial and downtown) and arterial roads

### 5.1.6. Minimum Pavement Design

The minimum pavement design shall follow details provided under each of the Township's standard ROW cross sections. Deviations from these minimum standards shall be based on the recommendations from a geotechnical report by a professional engineer.

### 5.1.7. Concrete Curb and Gutter

Concrete curb and gutter used in the Township of Southwold shall be OPSD 600.040 for all road types. Any deviation from this standard shall be approved by the Township Engineer. Concrete curb setbacks are required for all catch basins and the frame of the catch basin should be outside of the asphalt roadway.

### 5.1.8. Concrete Sidewalk

Concrete sidewalk in the Township of Southwold shall be 1.8 metre minimum width with a thickness of 125mm. Concrete sidewalk adjacent to curb shall only be considered in constrained road reconstruction project, with a minimum width of 2.0 metre.

The thickness of sidewalk at residential driveways shall be 150mm and at commercial/industrial driveways shall be 200mm.



All Township sidewalks are to have the contraction and dummy joints sawcut with expansion joints.

#### **5.1.9. Maximum and Minimum Road Grades**

Road Type	Maximum Grade (%)
Industrial	6
Arterial	6
Collector	6
Local	8

Note: The minimum road grades shall be 0.5%. Max grade across intersections 2%

Flat see-saw profiles (identical high and low points) will not be allowed in either road profile design or rear yard swale designs. See-saw profiles must flow in a cascade that allows major storm flows (Overland Flows) to drain along the road and lots to the acceptable Overland Flow Outlet.

Boulevard grades 2%-6%

Shoulder grades 6%

#### **5.1.10. Vertical Alignment**

Sag and crest curves shall be in accordance with TAC guidelines. Curves shall be required when the change in grade is greater than 1% as per the below equation:

$$\Delta\% = SS1 - SS2 > 1\%$$

Where: S1 = Slope 1

S2 = Slope 2

#### **5.1.11. Utility Location**

The location of all utilities within the road allowance shall be as detailed on the typical cross-section. Utility drawings shall be submitted to the Township Engineer or designate for approval. All new development utilities are to be constructed underground. Hydro transformers are to be housed in suitable enclosures and mounted on transformer pads installed at the final ground elevation. Bell telephone junction boxes may be mounted at the surface in approved standard enclosures.

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**5.1.12. Cul-de-sacs and Bulbs**

Subdivision street pattern design shall avoid use of cul-de-sacs and bulbs. All street design shall promote connectivity within the new development.

**5.1.13. Signage Posts**

Regulatory sign posts shall be steel u-channel or 100mm x 100mm pressure treated posts, with the preference of steel u-channel. The location and size of the sign will also dictate the required posts as per OTM book 5.

**5.1.14. Road Sub-Drains**

Sub-drains will be required on all developments within the Township of Southwold.

**5.1.15. Snow Clearing/Snow Storage**

Snow clearing operations will be carried out by the Township of Southwold after the roads have been fully assumed and the warranty period is passed. Depending on the development agreement, the Township may coordinate snow clearing at the developers expense.

In general, all snow clearing for development is to be carried out at the developers expense. For site plan control applications, snow storage areas shall be shown on the drawings.

**5.1.16. Road Occupancy Permit**

Any work required by a developer, utility company, or contractor working on Township's right of way is subject to obtaining a road occupancy permit. If the work is being complete on a County Road, the developer, utility company or contractor will require an Elgin County road occupancy permit.

Permission is required from the Township for any proposed detours and road closures. Details and/or road closures need to be submitted and reviewed by the Township prior to approval.

Where the proposed route utilizes roads that are not part of the Township's road system, approval from the appropriate road authority will also be necessary.

In all cases, a road closure notification shall be circulated to emergency services and other affected agencies a minimum of 48 hours prior to the road closure. All work will be done in accordance with ordinances, by-laws of the Township of Southwold and in accordance with OTM Book 7.

All disturbed areas shall be restored to its original conditions or better, including but not limited to roadway, sidewalks, traffic loops, etc.

### **5.1.17. Community Mailboxes**

Community mailbox locations will be the responsibility of Canada Post. The consulting engineer for the developer is to ensure that no utility conflict exists with the proposed mailbox location. Location of the community mailbox shall be reviewed and approved by the Township.

## **5.2 Intersection Design**

### **5.2.1. Road/Road Approach Grades**

Designers are to refer to TAC – Geometric Design Guide for Canadian Roads (Figure 2.3.2.2).

### **5.2.2. Road Layout**

When two streets connect at an intersection they shall connect at 90 degrees with 10 metre straight section measured from the street line.

### **5.2.3. Curb Extensions**

Curb extensions are the delineation of the parking lane, and used to reduce the pedestrian walking distance at intersections. Tangent sections should be 10 metre with a minimum taper of 30 metre. Reduced radii are used on the inbound radius into a local street.

The designer should reference NACTO and TAC for additional guidance when designing curb extensions.

### **5.2.4. Intersection Geometric Design Improvements – Signalized**

The basic configuration on MAIN ROAD approaches for proposed signal-controlled intersections must include directly-opposing, dedicated Left turn lanes for 4-legged intersections or one dedicated Left turn lane at T intersections; regardless of actual volume demands or capacity analysis results.

The basic configuration on SIDEROAD approaches for proposed signal-controlled intersections should include directly-opposing, dedicated Left turn lanes for 4-legged intersections; unless physical limitations make their implementation injudicious.

On SIDEROADS for T intersections, separate Left & Right turn lanes would be preferred, but may be governed by actual volume demands or capacity analysis.

Consideration may be given to the provision of a dedicated Right turn lane where peak hour turning traffic demands exceed 200 vph and Synchro capacity analysis of the Thru lane produces results nearing or exceeding the threshold of acceptability.



Justification for a free-flow (uncontrolled) right turn channelization requires peak hour demands > 600 vph. The proper design to provide free-flow operation requires a parallel Right turn deceleration lane into the Channelization and, either a Right turn acceleration taper away (minimum) or a parallel lane away (preferred). If a Right turn channelization is justified, it should not be provided with a sub-standard geometric design necessitating Yield control.

### **5.2.5. Intersection Geometric Design Improvements – Unsignalized**

MTO Left Turn Lane Warrant Chart analysis is required to justify provision of a dedicated Left turn lane on the MAIN ROAD of any unsignalized intersection. Synchro capacity analysis results are not acceptable in determining Left turn lane requirements for unsignalized intersections.

Where a dedicated Left turn lane becomes warranted in any one direction on the MAIN ROAD approaches of an unsignalized 4-legged intersection, implementation of a directly-opposing Left turn lane with minimum 15m storage will also become justified.

A dedicated Left turn lane (or multi-lane configuration) is not permitted on any SIDEROAD approach to an unsignalized 4-legged intersections.

At T intersections, a multi-lane configuration (separate Left and Right turn lanes) is permitted on the SIDEROAD (stub) approach only if the intersection is located within an urban, low speed (Posted Speed < 60 km/hr).

### **5.2.6. Roundabouts**

A roundabout is a raised island located in the centre of an intersection, which required vehicles to travel through the intersection in a counter-clockwise direction around the island. The Township of Southwold will consider the installation of roundabout at the following locations:

- All Collector/Arterial Roads intersecting with other Collector/Arterial Roads should be considered for the installation of a roundabout.

All roundabouts are to be designed to TAC standards with signage as per OTM book standards.

For maintenance purposes, sanitary maintenance holes are not permitted to be located within the raised centre island of the roundabout. The sanitary maintenance hole is to be located within the apron of the island. Storm maintenance holes may be located within the centre island of the roundabout, provided the proposed landscaping does not hinder access to the maintenance hole.



### **5.3 Driveways**

The maximum driveway width is 6.0m. The maximum driveway for commercial/industrial development is 9.0 metre.

All driveway approaches shall be hard surfaced (ie. Asphalt, concrete, paving stone) from the edge of road or back of curb to property line.

The minimum driveway grade is 2% with a maximum acceptable grade of 8%. The maximum grade is not recommended for new developments and only to be used for reconstruction projects due to constraints. The desired maximum in new developments should be 4%. All grades shall be directed towards the road and reverse fall driveways are not permitted.

#### **Single Family Residential**

- Asphalt – 75mm (two lifts) HL3 surface
- Granular base – 250mm of Granular 'A'

#### **Commercial/Light Industrial**

- Asphalt – 40mm HL3 surface and 50mm HL8 surface
- Granular base – 150mm of Granular 'A' and 300mm of Granular 'B' with type II gradation

#### **Heavy Industrial**

- Asphalt – 50mm HL3 surface and 75mm HL8 surface
- Granular base – 150mm of Granular 'A' and 300mm of Granular 'B' with type II gradation

### **5.4 Traffic Signals**

Developments and projects where traffic signals are being considered will require a separate signal wiring plan and signalized intersection plan showing location of all poles and mounted hardware, handwells, ducts/cables, the controller and the full lane configuration.

## **6. STORM SEWERS**

This document outlines the minimum requirements for the design of a storm sewer system within the limits of the Township of Southwold. Storm sewer design shall also be designed in accordance with the design principles as outlined in the most current edition of the Ministry of Environment, Conservation, and Parks (MECP) guidelines for the design of storm sewers and storm water management facilities. The design of all new developments will consider a “treatment train” for stormwater design and management. Existing storm infrastructure in Township is municipal drain which is governed by the drainage act.

### **6.0 Storm Drainage Area Plans**

Storm sewer design computations shall be completed on a standard Storm Sewer Design Sheet. A copy of the design sheet, together with a Storm Sewer Drainage Plan, showing the tributary areas shall be submitted as per the sample storm design sheet in this design guideline.

In lieu of precise information on development on the whole or any part of a watershed area, the latest zoning by-law and Official Plan issued by the Infrastructure and Development Services Department shall be used for all external areas in the design and to determine the specific areas to which these values apply.

The external drainage area plan shall be prepared and shall be submitted at the functional servicing report stage and prior to the commencement of the detailed storm sewer design.

In the case of large areas under single ownership of blocks requiring future site plan agreements, the design shall be prepared on the basis of the whole area being contributory to one manhole in the abutting storm sewer unless more than one private storm connection is necessary to serve the property in which case the appropriate area tributary to each connection shall be clearly shown and taken into account in the storm sewer design.

### **6.1 Design Flows**

#### **6.1.1 Design Storm Frequency**

The design storm frequency shall be a 5-year storm for residential, industrial and commercial lands to a sufficient outlet or to a storm water management facility which will control post development peak flows to pre-development flows including the 2,5,25,50 and 100 year storm events.



### 6.1.2 Runoff Computations

The Rational Formula is to be used to determine the quantity of storm runoff. The use of other empirical runoff formulae must be approved by the Township Engineer. The Rational Formula is as follows:

$$Q = 2.78 \times C \times i \times A$$

Where:

Q = peak flow in L/s

A = Area in hectares

*i* = average rainfall intensity in mm per hour for a duration equal to the time of concentration for a particular storm frequency

C = runoff coefficient

### 6.1.3 Rainfall Intensity

$$i = \frac{A}{(t + B)^c}$$

Parameter	2 year <sup>1</sup>	5 year <sup>2</sup>	10 year	25 year	50 year	100 year
<b>A</b>	754.36	1183.74	1574.382	2019.372	2270.665	2619.363
<b>B</b>	6.011	7.641	9.025	9.824	9.984	10.5
<b>C</b>	0.810	0.838	0.860	0.875	0.876	0.884

Note:

1. 2 year IDF curve to be used in pre and post development controls
2. 5 year IDF curve to be used for storm sewer design

In addition, runoff from major storm events (100 year and larger regional storms) shall be accommodated by an overland flow route that has been designed assuming that all of the source controls and storm water conveyance systems for minor flows have failed.

### 6.1.4 Time of Concentration

The time of concentration is the time required for flow to reach a particular point in the sewer from the most remote part of the drainage area. It includes not only the travel time in the sewers, but also the inlet time or time required to flow overland into the sewer system.

The inlet time for residential areas shall be 15 minutes. For all other areas, supporting calculations shall be submitted to the Township engineer for review.

Adjusted time of concentration shall be calculated using the formula:

$$T_{c-adj} = \frac{(T_{ct}Q_t) + (T_{cl}Q_l)}{(Q_t + Q_l)}$$

Where:

$T_{c-adj}$  = adjusted time of concentration (min.)

$T_{ct}$  = time of concentration in the trunk sewer (min.)

$Q_t$  = design flow in the trunk sewer (l/s)

$T_{cl}$  = time of concentration in the lateral sewer (min.)

$Q_l$  = design flow in the lateral sewer (l/s)

### 6.1.5 Runoff Coefficients

Runoff coefficients (C) to be used in the rational formula as follows:

Land Use	C value
Open Space Areas/Parks	0.25
Single Family/Semi-detached	0.5
Townhouses/Condos	0.65
Apartments	0.65-0.7
Industrial/Institutional/Commercial	0.7-0.9
Paved Areas/Densely Built	0.9-1.0

No allowances for infiltration are required in storm sewer capacity determination.

## 6.2 Storm Sewer Pipe Design

### 6.2.1 Design Flow

The Manning Formular is used for calculating the sewer capacity and selecting pipe size. When determining the appropriate pipe size, designers shall upsize pipes when the capacity of the storm sewer approaches 90%.

$$Q = \frac{1}{N} \times A \times R^{2/3} \times S^{1/2}$$



Where:

Q = Design flow capacity of the sewer (L/s)

A = Cross Sectional Area of Pipe (m<sup>2</sup>)

R = Hydraulic Radius of pipe (D/4) (m)

S = Sewer Slopes (m/m)

n = Manning roughness coefficient (unitless)

### **6.2.2 Manning Coefficient**

A coefficient of 0.013 is to be used for all concrete and PVC pipe.

### **6.2.3 Flow Velocity**

Velocity shall be calculated using the following formula:

$$V = Q/A$$

Where:

V = Flow Velocity (m/sec)

Q = Design Flow (m<sup>3</sup>/s)

A = cross section area of flow (m<sup>2</sup>)

### **6.2.4 Minimum Velocity**

The minimum velocity permitted in storm sewers is 1.0m/sec

### **6.2.5 Maximum Velocity**

The maximum velocities permitted in storm sewers are:

- 4.5m/sec for 300mm to 825mm diameter sewers;
- 6.0m/sec for 900mm diameter and larger sewers

### **6.2.6 Minimum Pipe Sizes**

- Storm Sewers = 300mm
- Catch Basin Leads = 250mm (street, park)  
= 300mm (lot)
- Private Drain Connections = 150mm (residential – single family, semi-detached)  
= 300mm (residential multi family block)  
= 375mm (non-residential)  
= 300mm ( commercial)



**Note:** Actual sizes for PDC required for multi family, commercial, institutional block will depend on flow.

### **6.2.7 Minimum Grades for Pipes**

The minimum grade for a 300mm diameter storm sewer is 0.54% and all other sewer sizes minimum grades shall achieve the minimum velocity of 1.0m/sec.

### **6.2.8 Minimum Depth and Bedding Material**

The minimum depth for all storm sewers is 1.5m from the finished ground above the obvert of the pipe. Bedding Material is as per OPSS and the St. Thomas and Elgin Area Municipalities Supplemental Specifications.

### **6.3 Maintenance Hole Design**

Changes to direction of flow greater than 90 degrees shall not be permitted in one maintenance hole.

Maintenance holes on sewers shall be located at every change in pipe size, grades, or direction of flow and shall not exceed the maximum spacing. Maintenance holes are to be installed for storm PDC's 300mm in diameter for larger, unless the storm sewer size is 900mm or larger, in which case the PDC may be connected directly into the sewer.

Spacing for maintenance holes will be ever 100m for pipes up to and including 900mm. For pipes, larger than 900mm in diameter, 150m spacing is required. A minimum of 300mm clearance is required between services within a maintenance hole. The locations of all maintenance holes are to be designed to be outside of the vehicles wheel path.

Allowances for bends in sewer alignments – fall through maintenance holes shall be calculated in accordance with the below:

- 45 degree bends – use  $\frac{3}{4}$  of the losses for 90 degree bends
- For 22  $\frac{1}{2}$  degree bends – use  $\frac{1}{2}$  of the loses for 90 degree bends

Safety grates are required at the mid-point depth of maintenance holes when the depth is between 5m and 10m. Additional safety grades are required at third point depths when the maintenance hold is equal to or greater than 10.0m to 15.0m deep. All incoming pipes are to below safety grates.



All maintenance hole chamber openings shall be located on the side of the maintenance hole parallel to the flow for straight run maintenance holes, or on the upstream side of the maintenance hole at all junctions.

The obvert of the inlet pipe(s) shall not be lower than the obvert of the outlet pipe.

The minimum drops across manholes are as follows:

- 0 degree change – 20mm drop
- 1 degree to 45 degree – 40mm drop
- 46 degree to 90 degree – 50mm drop

Where the difference in elevation between the invert of the inlet and obvert pipes exceeds 1.0m, a drop structure shall be placed on the inlet pipe, with the invert of the drop pipe located at the spring line of the outlet pipe. Design shall conform to OPSD's.

All sewers shall be benched as per IOSD 701.021.

#### **6.4 Catch Basins**

Catch Basins shall be located at a maximum interval of 90m between catch basins or 90m between a crest of a road to a catch basin.

All catch basins are to be set back off the roadway, as per OPSD's and shall be 1.5m clear of any driveway curb depression.

Curb inlet catch basins are to be used at all low points on a roadway, and curb inlet catch basins are to exclusively used on arterial roadways. Inlet grate capacity shall be designed by the consulting engineer to determine if catch basin spacing should be reduced. Catch basins shall be spaced so that no ponding occurs during minor storm events (1:5 year storm event).

#### **6.5 Allowable Ponding**

No surface ponding is allowed to develop under a 5 year storm event. Ponding on major overland flow routes allows for 300mm on street catch basins and 450mm on rear yard catch basins. Consultants are to map the ponding area on grading design drawings for all new developments.

Major overland flow routes are to be continuous along roads and easements without flooding onto lots during a 100 year storm.





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## **6.6 Cover**

A minimum of 1.5m is required to the top outside edge of the pipe for all storm sewers

## **6.7 Easements**

A minimum sewer easement is to follow the Townships zoning by-law requirements. If not mentioned in the zoning by-law, the minimum easement for one service is 5.0m. These minimum easements widths will be increased depending on the depth and size of the sewer, and as dictated by the Township team.

## **6.8 Storm Private Drain Connections**

All PDC's shall be installed to the property line for all new construction projects.

PDC's are not to be directly connected into a maintenance hole.

PDC's on private property of the town house complexes, row housing and apartments are to be connected to a maintenance hole located on the R.O.W. PDC's for industry and commercial property are also to be connected to a maintenance hole located on the R.O.W.

All locations and elevations of the storm PDC shall be recorded on a Building Services Report along with As-built Drawings for the project, whether part of a reconstruction project or new development. See Section 15 for a sample Building Services Report.

## **7. STORMWATER MANAGEMENT**

Storm sewer systems shall include stormwater management facilities and measures to address quality and quantity, aligning with the “treatment train” approach within the Ministry of Environment, Conservation and Parks guidelines. For all new stormwater management facilities, the developer shall contact the Infrastructure and Development Services Department for further clarification and guidance on applicable requirements and standards that may affect the stormwater management (SWM) facility.

### **7.0 Stormwater Management Design**

#### **7.0.1. Peak Flow Control**

The peak flows discharging from the site shall not increase as a result of the proposed development for the calculated 2 through 100-year storm events. All SWM measures shall provide an enhanced level of protection in accordance with MECP’s stormwater management and LID guidelines, to make sure the design accommodates climate change.

Extended detention and storage of SWM facilities should discharge over a 24–48 hour period to the 5 year storm even under pre developed conditions. Storm water volume calculations shall be broken out into the following durations (t = minutes): 0, 10, 15, 30, 45, 60, 75, 90, 100, 120, 180, 240, 360, 480, 720, 1080, 1440.

#### **7.0.2. Green Infrastructure and Low Impact Development**

The Township promotes green infrastructure and low impact development (LID) with developments for SWM measures. Both natural and man made devices to assist in providing the treatment train approach. This can include parklands, street trees with enhanced soil characteristics, natural channels and flood plains, LID facilities, and naturalized end of pipe stormwater management systems.

All LID facilities shall have a design capacity that exceeds the existing conditions recharge volume by 15% as a factor of safety to account for aging, compaction and clogging. LID locations shall be strategic to mitigate against operational constraints and clogging.

During construction buildout, LID’s shall be by-passed to avoid clogging.

Design of the LID system shall follow best municipal standards and MECP design guidelines for LID’s.



## 7.1. Stormwater Design Requirements for Development

The following is a summary of the Storm Water Management requirements for development submissions. There may be additional information required depending on the site locations and constraints.

- Provide all SWM calculations to show the pre-development and post development flows. These flows shall be calculated using the Township's design guides as well as MECP guidelines.
- Provide SWM calculation for SWM facility sizing, orifice sizing, and any other relevant calculations completed for the design of the facility.
- Forebays and other quality controls should be used to minimize the amount of sediment that reaches the main cell of the SWM facility.
- Landscaping and trees shall be included in the design of SWM facility to improve the quality of the storm water as well as aesthetics for the development.
- Identify the major overland flow routes and provide volume calculations for the routes at various cross sections to confirm that the major overland flow route will carry the major flow.
- Identify all levels of stormwater in the storage facility for the various rainfall events.
- Design storm sewer pipe system to 5 year storm return period for pipe flow conditions
- Keep development maximum outlet flows to pre-development values for the 2 through 100 year storm events.
- Detain the first 13mm or 24mm, as applicable of rainfall generated runoff from all development for a period of 24 to 48 hours for quality control.
- Oil grit separators are recommended for developments as a quality control measure as a quality control measure for sites less than 2 hectares. Site plans will typically require the installation of an oil grit separator as a quality control device
- Use of shallow grassy lined swales for storm water conveyance is recommended.
- Include all design detail, sizing calculations, sediment removal rate and floatable storage capacity for the unit, ensuring its design and installation will more than adequately suit the site plan development.
- SWM design will need to consider maintenance requirements for Township staff to maintain with ease.



## 8. SANITARY SEWERS

This document outlines the minimum requirements for the design of a sanitary sewer system within the Township of Southwold boundary.

All sanitary sewer design shall follow the Township sanitary sewer design sheet and a copy of this sheet is provided in this design guidelines manual.

### 8.0. General Requirements

Sanitary sewers are not permitted to accept foundation or weeping tile drainage or roof drainage. Storm water is not permitted to enter the sanitary sewer system.

Sanitary sewers shall be designed in accordance with the design principles recommended in the most current edition of the Ministry of Environment, Conservation and Parks (MECP) guidelines for the design of sanitary sewers.

Minimum sanitary sewer diameter is 200mm and the minimum private drain connections (PDC) is 150mm.

Minimum velocity for a sanitary sewer system is 0.6 m/s and the maximum allowable velocity is 4.5 m/s.

### 8.1. Peak Flow Calculation

The Manning Formula is to be used for calculating sewer capacity and selecting pipe sizes and the roughness coefficient (n) of not less than 0.013 is to be used for smooth-wall pipe materials. This formula is to be used for gravity sewers and open channels.

The Manning Formula is as follows:

$$Q = \frac{1}{n} \times A \times R^{2/3} \times S^{1/2}$$

Where:

Q = Flow capacity of sewer (m<sup>3</sup>/s)

A = cross sectional area of pipe (m<sup>2</sup>)

R = Hydraulic radius of pipe (D/4) (m)

S = Sewer Slope (m/m)

N = Mannings Roughness Coefficient (unitless)



Mannings Roughness Coefficients shall be as follows:

Pipe Material	Mannings 'n'
Concrete Pipe	0.013
P.V.C Pipe	0.013
H.D.P.E Pipe	0.013
Corrugated Metal Pipe – 12mm corrugations	0.024
Corrugated Metal Pipe – 50mm corrugations	0.035

Minimum slopes for Pipes are as follows:

Pipe Size	Slope
200mm	0.40%
250mm	0.28%
300mm	0.22%
375mm	0.15%
450mm	0.12%
525mm	0.10%
600mm	0.08%
675mm	0.07%
750mm	0.06%

### 8.1.1. Design Criteria

The following design values shall be used for all new development being modified where data is available.

- For new development, a value of 250 l/capita/day should be used for estimating flow rates
- Infiltration and inflow should be estimated at 8,640 l/ha/day (0.100 l/ha/second) for new development
- Continued use of available data for infiltration rates and sewage usage rates should be used for existing development
- Flow meter study studies to confirm existing capacity may be required for new development
- Population density equivalent for various types of development should be as follows:



Development Zoning	Population Density
Low density residential	44 units/ha
Medium density residential	65 units/ha
Institutional (schools, etc)	53 units/ha
Commercial	60 units/ha
Industrial	150 units/ha

Alternatively, population density can be calculated on a lot basis using the following criteria:

- Single family = 3 people/unit
- Semi-detached = 6 people/unit

## 8.2. Peak Sanitary Sewage Flows

Peak sewage flows shall be calculated using the following equation:

$$Q(d) = PqM + IA$$

Where:

Q(d) = peak flow (L/s)

P = Design population in thousands

Q = average daily per capita flow (L/capita.d)

M = Peaking factor derived from Harmon Formula

I = Unit peak extraneous flow (L/s/ha)

A = Gross tributary area (ha)

Harmon Formula:

$$M = 1 + \frac{14}{4 + P^{1/2}}$$

Where:

M = Ratio of peak flow to average flow

P = Tributary population in thousands

All sewer 600mm in diameter and larger shall be shown with two lines in the plan view.

All sewers shown within the road allowance should be 3m apart unless otherwise directed by Township Engineer.

Minimum elevation of new basements must be shown whenever the sanitary sewer in the street has less than 2.7m cover.

Bolt down covers are required where maintenance holes are in flood plains or overland flow routes.

No decrease of pipe size from a larger size upstream to a smaller size downstream will be allowed regardless of increase in grade.

No sewer pipe greater than 375mm may be turned at 90 degree.

### **8.3. Maintenance Hole Design**

Changes of direction of flow greater than 90 degrees shall not be permitted in one maintenance hole. In sewers 750mm diameter and greater, changes in direction of flow greater than 45 degrees shall not be permitted in one maintenance hole. The locations of all maintenance holes are to be designed to be outside of the vehicles wheel path.

Maintenance holes on sewers shall be located at every change of size, grade, or direction of flow but shall in no case exceed the maximum spacing specified below:

- Pipes 900mm diameter and smaller – 110 metre spacing
- Pipes greater than 900mm diameter – 150 metre spacing

Safety grates are required at the mid-point depth of maintenance holes, when the depth is between 5.0m and 10.0m. Additional safety grates are required at third-point depth when the maintenance hole is greater than 10.m in deep. All in coming pipes are to be below the safety gratings.

All sanitary maintenance holes in the vicinity of a low point (within 10 metres) shall be installed with a maintenance hole insert as specified within the Township's supplemental specifications.

All maintenance hole chamber openings shall be located on the side of the maintenance hole parallel to the flow for straight runs and on the upside side of the maintenance hole at all junctions.

The obvert of the inlet pipe shall not be lower than the obvert of the outlet pipe. The minimum drop across maintenance holes shall be as follows:

Change of Direction	Minimum Drop
0 degree	20mm
1 to 45 degree	40mm
46 to 90 degree	50mm

Where the difference in elevation between the invert of the inlet and overt of the outlet pipes exceeds 600mm in height, a drop structure shall be placed on the inlet pipe, with the design conforming to OPSD's.

#### **8.4. Pump Stations**

All sanitary sewers for development should be by gravity unless they are constraints within the sewage system and only if approved by the Township. Township Staff shall be consulted on design criteria, operational preferences and other requirements during the pump station design. Stations shall have full backup power, SCADA connectivity, and flow monitoring. Any design of a pumping station shall take confined space entry into consideration. When a person needs to perform a confined space entry into the pumping station, there shall be no areas or points that a person shall have to unhook from the life line.

#### **8.5. Sanitary Private Drain Connections (PDC's)**

Each property shall be provided a sanitary PDC of a minimum diameter of 150mm having a minimum slope of 2% and a clean out.

In Industrial and Commercial areas, an inspection maintenance hole shall be located at property line of the service. The minimum diameter of sanitary PDC for institutional blocks are 200mm diameter at 2%.

Sanitary PDC's shall not be connected to sanitary maintenance holes.

#### **8.6. Easements**

All sewer easements must be a minimum of 5.0m wide for one service. These minimum values must be increased when the depth and diameter of services dictates a greater working area.





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## **8.7. Sanitary Sewer Testing**

The contractor shall supply, at his own expense, all labour, equipment and materials necessary to carry out infiltration / exfiltration tests, deflection testing and video inspection of all sanitary

sewer and appurtenances as specified under this section. All tests shall be carried out under the direction and supervision of the Township of Southwold Infrastructure and Development Services Department

### **8.7.1. Infiltration/Exfiltration Testing**

Infiltration and exfiltration testing shall be conducted on new sanitary sewers as per the requirements in OPSS 410.07.16.03 and 410.07.16.04.

### **8.7.2. Deflection Testing**

Deflection testing is to be complete as per the Townships Supplemental Specifications.

### **8.7.3. Video Testing**

Video (CCTV) testing is to be complete as per the Townships Supplemental Specifications.

## 9. WATERMAINS

The specifications within this section apply to all water services and watermains including appurtenances which are located within the Township road allowance, or on property that will be transferred to the Township ownership. These specifications also apply to all water meter replacements.

The designer shall design to the Township specifications and also make reference to the Ministry of the Environment, Conservation and Parks "Design Guidelines for Drinking-Water Systems" and to MECP's "Water Design Criteria for Future Alteration Authorized Under a Drinking Water Works Permit". If there is a discrepancy between the Township specifications and the MECP guidelines, the Infrastructure and Development Services Department shall be contacted to resolve the issue.

Any deviations from these specifications must be submitted to the Township Engineer.

These specifications shall apply to all services and private watermain and to all watermains up to 450mm diameter including appurtenances. For watermains larger than 450mm diameter and for any other water system installation, special specifications must be prepared for and approved by the Township Engineer.

The water distribution system is for the purpose of supply and distributing water, but does not include plumbing or other works to which the Ontario Building Code applies.

A water distribution system may exist for the purpose of distributing potable or non-potable water; however, water distribution systems for potable and non-potable water may not be intermixed or cross-connected. Private supplies of potable water may not be cross-connected to the municipal or public water distribution system.

### 9.0. Watermain Design

#### 9.0.1. Pressure, Flow and Velocity Design Requirements

Watermains shall be sized to maintain the greater of:

- Maximum day demand plus fire flow at a pressure not less than 140kPa at all points in distribution system

- Maximum hourly demand at a pressure not less than 275kPa in residential areas and not less than 310kPa in industrial areas.
- Average day demand at a pressure not less than 275kPa.
- Maximum residential pressure not exceeding 690kPa and a minimum residual pressure (peak hour) shall not be below 275kPa.

Watermains shall be designed for velocity for normal rates will be between 0.6m/s and 1.5m/s. The minimum velocity for fire demand shall not exceed 3.0m/s. Fire flows shall be calculated on the standards of the Fire Underwriters Survey.

### **9.0.2. Design Water Demands**

#### **9.0.2.1. Domestic Water Demands**

Average residential domestic unit demand is 270 L/d per capita. This demand varies with location and project future increased use.

Applicable demands and peaking factors should be obtained from Township engineer.

Water systems shall be designed to satisfy the greater of either of the following demands:

- Maximum day plus fire flow (max day = 3.5 x avg. day)
- Peak rate (maximum hourly demand) (Max hour = 7.8 x avg./day)

#### **9.0.2.2. Commercial, Institutional and Industrial Water Demands**

These demands vary greatly with the type of water using facilities or process present in the development. If the Developer (designer) does not know the required demand he should refer to Ontario Ministry of the Environment, Conservation and Parks (or the applicable environmental agency) "Guidelines for the Design of Water Distribution Systems". For industrial demands the Developer (designer) should discuss water requirements with the Township.

#### **9.0.2.3. Fire Demand**

To estimate the fire flow requirements for a particular structure or area of a Township, the designer should refer to the guide "Water Supply for Public Fire Protection - A Guide to Recommended Practice", (latest revision) prepared by Fire Underwriters Survey, Insurers Advisory Organization, 180 Dundas Street West, Toronto, Ontario M5G 1Z9, the Ontario Building Code and the Ontario Fire Code.

### 9.0.3. Friction Factors

The following Hazen-Williams “C” vales shall be used for design, regardless of the material:

Diameter	“C” Factor
100mm and 150mm	100
200mm and 250mm	110
300mm to 600mm	120
Over 600mm	130

### 9.0.4. Minimum Pipe Sizes

The minimum pipe size for any domestic water service is 25mm.

The minimum size for watermains shall be 50mm for supplying only domestic services or 150mm if fire protection is to be provided. Actual watermain pipe size requirements are to be confirmed by modeling methods.

Accepted pipe sizes are 25mm, 50mm, 100mm, 150mm, 200mm, 250mm, 300mm, 400mm, 450mm, and 600mm. For larger pipe sizes, the designer should consult with the Township Engineer. Consideration for future growth and expansion will also be required within the design.

### 9.0.5. Water Quality

Watermains and their networks shall be designed such that water shall not remain unused in the watermain for more than three (3) days under average day demand.

To demonstrate a three day turnover, the designer shall provide a hydraulic analysis as outlined elsewhere in this document. The hydraulic analysis shall also provide calculations to determine if and where automatic flushing devices are required and determine the appropriate size of flushing device (25mm or 50mm).

The Township of Southwold has primary responsibility to ensure that the minimum chlorine residuals are maintained in the distribution system and therefore reserves the right to require watermain looping and/or automatic flushing devices and/or blow-offs to facilitate the maintenance of the chlorine residual.

On private property, where there is concern (When a three day water turn-over cannot be achieved) that there may be degradation of the water quality in the private service, that has the

potential to re-enter the municipal water system, the Township reserves the right to require premise isolation. This shall consist of appropriate backflow protection to the risk posed and shall be installed at the property line and at the owners expense.

## **9.1. Watermain Layout**

### **9.1.1. Location of Watermain in Road Allowance**

Watermains shall be located in accordance with the Township of Southwold's Standard ROW Cross Sections. Deviation from the standard location must be approved by the Township Engineer.

The standard location must be used on straight streets. On bends, the main may deviate from the standard up to 1.0m closer to the street line but not closer to the curb and gutter as approved by the Infrastructure and Development Services Department. Maximum use may be made of pipe joint deflections so that a minimum number of bends are used on any curved laying line. PVC pipe will require more bends because the allowable joint deflection is smaller. Refer to AWWA C600 for Ductile Iron Pipe, AWWA M23 for PVC pipe and supplier specifications for allowable joint deflection and pipe bending.

Watermains shall be terminated opposite street lines or property lines.

### **9.1.2. Depth of Watermain**

Watermains shall have no less than 1.7m nor more than 2.0m of cover from final surface grade above the watermain alignment. Variations from this cover may be made only if approved on plans or in writing by the Township Engineer. Depth of watermain shall be measured from installation location and not centreline of the road.

For unimproved roads with open ditches, watermains shall be laid 2.1m minimum below road grade or 1.2m below the bottom elevation of the ditch, whichever is greater. Consideration shall be taken by the designer for the vertical alignment of the road and its impacts with the watermain resulting from future road improvements.

### **9.1.3. Pipe Insulation**

Where joint deflections, offsets, or other issues arise that require the watermain to be laid with less than 1.7m of cover from final surface grade at watermain alignment location, insulation shall be placed to prevent freezing.

Insulation is also required between a watermain and storm sewer/culvert where there is less than 1.5m minimum separation. Please refer to the Township's Supplemental Specifications.

Compaction of gravel material above insulation shall be inspected by contract administrator to verify that the integrity of the insulation isn't impacted during construction.

#### **9.1.4. Blow-offs and Dead Ends**

Dead end watermain shall not be permitted unless unavoidable. All dead end watermain shall have a 50mm blow off installed as per Township's Supplemental Specifications.

Where a watermain ends in a cul-de-sac, a 50mm watermain loop shall be installed from the minimum 150mm watermain to last fire hydrant around the cul-de-sac, where the loop reconnects back to the watermain. The designer can contact the Infrastructure and Development Services Department for further details of the cul-de-sac watermain loop.

A hydrant and valve shall be installed at the end of a watermain on a street that is to be extended in the future. A 50mm blow off or automatic flusher may be substituted at the discretion of the Township Engineer.

#### **9.1.5. Separation between Watermain and Sewers/Utilities**

Designers should refer to the Ontario Ministry of Environment, Conservation and Parks (MECP) Guidelines regarding the location of watermain relative to sewers and to the Public Utilities Act of Ontario regarding the location of watermain relative to other utilities.

Sewers and watermain located parallel to each other should be constructed in separate trenches maintaining the maximum practical horizontal separation. Under normal conditions, watermain shall be laid with minimum 2.5m clear horizontal separation from any sewer or sewer manhole; the distance shall be measured from the nearest edges.

#### **9.1.6. Crossings**

The designer shall refer to the Ministry of the Environment, Conservation and Parks Procedure F-6-1, Procedures to Govern the Separation of Sewers and Watermain.

Under normal conditions, watermain shall cross above sewers and Private Drain Connections (PDC) with a minimum vertical separation of 0.50m to allow for proper bedding and structural support of the watermain over the sewer or PDC.

Where it is not possible for the watermain to cross above the sewer or PDC, the watermain passing under a sewer or PDC shall be protected by providing:



- A vertical separation of at least 0.6m between the invert of the sewer or PDC and the crown of the watermain.
- That a minimum of 5.0m length of water pipe shall be centered at the point of crossing so that the joints will be equidistant and as far as possible from the sewer or PDC.
- Structural support is provided to prevent excessive joint deflection and settling.
- The crossing is not within 2.0m of a watermain joint (for watermains larger than 450mm diameter).

The same criteria shall be applied in new construction (i.e. subdivisions) and in conditions where an existing watermain is present. Also, the same criteria as noted above shall be applied if the watermain crosses above or below a sewer, PDC or other utility.

### **9.1.7. Watermain Looping**

Water distribution systems shall be designed to exclude any dead-ended pipe. Water distribution systems shall be designed so that no more than sixty (60) units with individual water services and meters shall be serviced from a single source of supply. If the looped watermain is connected to a single watermain, a valve must be installed in the watermain to permit isolation of supplies.

A looped watermain connected to a public or private watermain(s) must be installed:

- when one water service will not supply the required flow for domestic use and fire protection or,
- for an apartment complex containing one or more structure and more than 300 dwelling units or,
- for a townhouse, condominium or similar complex having more than eighty (80) units with individual water services and meters.

The looped water servicing must be installed to service the private development from two sources. If the looped watermain is connected to one public watermain, an isolating splitter valve must be installed in the public watermain to permit isolation of supplies, at no cost to the Township.

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## 9.2 Easements

Easements may be required to be assumed by the Township located outside a road allowance on private property.

Easement widths are determined by the depth of cover from the centreline of the road/round to the invert of the watermain or a minimum of 5.0m, assuming no other services are located within the easement. If additional services are located in the easement, adequate width of easement and separation of services for construction and future maintenance purposes shall be provided.

### 9.3. Location of Valves

#### 9.3.1. Residential Developments

In residential developments, valves shall be located so that any section of watermain serving up to a maximum of 60 residential water services can be isolated by operating not more than four valves. Phasing of developments should be considered and valving should be logical (i.e., at intersections). In residential areas, valves shall be spaced no more than 250 m apart. Valves shall be located on at least 3 legs of watermain at an intersection. In high density residential, commercial, and industrial developments, valves shall be located no more than 150 m apart.

#### 9.3.2. Looped Services/Private Watermains

Valves shall be installed on looped services or private watermains to isolate buildings or groups of buildings so that no more than eighty (80) individual water services or apartment complex containing 300 dwelling units or more are on any one valved section. The Owner shall install a valve on the street watermain between connections to a looped private watermain if there is not an existing valve, at no expense to the Township.

#### 9.3.3. Locations of Valves at Intersections

For street intersections, water valves shall be located at the extension of street lines in grassed boulevard. For intersections with roundabouts, water valves may be placed in the raised portion of the roundabout island if possible. However, if conflicts occur with other features of the roundabout (i.e. curb and gutter of the island), the valves may alternatively be placed in the boulevard clear of curb and gutter from approaching streets to the roundabout.



## **9.4. Fire Hydrants and Fire Department Connections**

All fire hydrants located within the road allowance shall only be maintained and operated by the Township of Southwold.

### **9.4.1. Location and Spacing of Hydrants on Road Allowance**

Hydrants shall be spaced no greater than 150m in residential areas and 105m in commercial and industrial areas, measured along the centreline of the watermain. In rural areas where new watermain is to be installed, designers shall add hydrants at each intersection. Hydrants shall be 1.5m away from any driveway or physical obstruction that would limit the operation and maintenance. Hydrants are to also be installed at property line boundaries.

### **9.4.2. Hydrants on Dead-end Streets**

Hydrants shall not be located on dead-end streets unless such streets exceed 90m in length. Where located on dead-end streets the hydrant shall be located at 90m from the end and a smaller sized watermain (minimum 50mm) shall be used beyond the hydrant so that the water quality is maintained.

## **9.5. Water Services, Fire Services, and Private Watermains**

For the design and materials requirements all water service pipe and fire service mains on private property, the Ontario Building Code shall apply. It shall be noted that water quality requirements are not addressed in the Ontario Building Code. Where there is a concern that there may be a degradation of water quality in the private servicing that has the potential to enter the municipal water supply system, the Township reserves the right to require premise isolation. Premise isolation shall consist of appropriate backflow prevention measures to the risk posed, and shall be installed at the property line at the owners expense.

The following apply to the water services on public property up to the property line.

### **9.5.1. Size Required**

The Developer will be responsible for private main and service sizing. The Township Engineer shall be consulted for available pressures and flows at the main under design conditions. If the results of hydrant flow tests are to be used, the Township Engineer shall be consulted for necessary adjustments since flow tests are not usually done at design conditions. Minimum size for services is 25mm diameter. Acceptable service sizes are 25mm, 40mm, 50mm, 100mm, 150mm, 200mm, 250mm, and 300mm diameter. 25mm diameter or larger services should be

installed for estate lots, larger homes, deep setbacks or where automatic lawn sprinkler systems or fire sprinkler systems are to be used.

### **9.5.2. General Requirements**

Each dwelling unit, including detached and semi-detached units, townhouses, multi unit and row houses, must be serviced with a separate water meter and water service connected to a main or private main.

Each unit in a commercial or industrial mall must be serviced with a separate water meter and water service connected to a main or private main.

Swimming pool facilities and lawn sprinkler systems must be serviced by a connection to the metered side of a water service that is in use yearlong and is located in a frost free structure.

Unless otherwise approved by the Township Engineer, all structures not noted above shall have one water meter and one water service connected to a main or private main.

When there are two watermain on a road allowance, the water service shall be laid from the structure to the watermain which, in the opinion of the Township Engineer, provides adequate flow and/or pressure.

Services to semi-detached housing must front the unit they serve.

Electrical systems of all new developments shall not be grounded to the water system. Refer to Ontario Hydro Electrical Safety Code (Section 10) for grounding requirements.

### **9.5.3. Looped Private Main/Service**

A looped private main connected to a main or mains must be installed:

- When one main will not supply the required flow for domestic use and fire protection.
- For an apartment complex containing more than one structure and more than 300 dwelling units.
- For a townhouse, condominium, single family dwellings or similar complex having more than 60 units with individual services and meters.
- For a subdivision servicing more than 60 units.
- At the discretion of the Township Engineer within new subdivision developments



#### **9.5.4. Location**

The service pipe must be installed at right angles to the main and in a straight line from the main to the meter. The standard single unit residential or subdivision service stub will be normally located as per the standard servicing locations.

A private main to a complex of structures shall be located to serve all structures in the complex with the least amount of bends possible.

Services off a private main are subject to the same requirements as services off a main.

The Developer should ensure that services and private mains are located so that "berm" or "mound" type landscaping will not cause excessive cover over pipes.

Any deviations to service stub locations must be approved by the Township Engineer.

All locations and elevations of the water services shall be recorded on an individual Building Services Report for each property and submitted to the Infrastructure and Development

Services Department along with As-built Drawings for the project, whether part of a reconstruction project or new development.

#### **9.5.5. Non-Conforming Installation**

If a service stub, a service or a private main is installed or extended that is not in accordance with these specifications or with the service drawing approved by the Township, such installation will be required to be removed and relocated to conform with the specifications or approved drawings.

All relocation work required shall be at the expense of the Developer or Contractor.

#### **9.5.6. Fire Services**

##### **9.5.6.1. Fire Service Design**

The determination of fire service requirements and the sizing of supply piping shall be the responsibility of the Designer. If a domestic service is combined with a fire supply service, the Designer is responsible to ensure that the supply pipe is large enough to carry the combined demand. Design and installation of sprinkler and standpipe systems and their supply services

shall conform to the requirements of the Ontario Building Code, the Township Design Guidelines Manual, and the Fire Code and must be approved by the Township.

The designer shall obtain information from the Township Engineer regarding flows and pressures available for fire systems. If the flows and pressures required are in excess of the minimum design standards given in this manual and in excess of the actual capacity of the system, the Developer shall install booster pumps and/or storage to satisfy the required demand.

#### **9.5.6.2. Fire Service Layout**

Layout and installation of fire services to the structure including required valves and hydrants must be approved by the Township Engineer and the Township Fire Department. This requires a submission of plans as specified in Section 3.

A domestic sprinkler or standpipe service may each be installed as a separate service from the main. Sprinkler and standpipe services may be combined or a domestic service may be combined with either or both but the Developer is advised to obtain the approval of his Insurance Underwriter before combining them.

If combined, the domestic service can be connected to the fire service inside the building provided the complete system is designed as specified in this Section. If not combined, the domestic service must be installed separately from the main or private main.

All fire protection systems must have a backflow prevention device conforming to the Ontario Building Code, as amended. They must be ULC approved alarm check valves or ULC approved resilient seat check valves installed immediately downstream from its connection with the domestic service or immediately inside the building if the fire service is not combined with the domestic service. Fire services are not metered with the exception of a sprinkler system in individually metered dwelling units.

#### **9.5.7. Service to Blocks in Subdivisions**

Where service stub size and/or location for any block cannot be determined prior to street construction, the Township Engineer will not approve installation of the service stub. The following policy administered by the Township Engineer will apply and the cost will be paid by the Developer of the block serviced. Where any water service connection is required to be made following construction of curb, gutter, concrete sidewalk and/or wearing surface coat of asphalt on any street in the new subdivision, such water service connection shall not be made



using open cut methods but shall be made using drilling or boring techniques and in such a manner as to eliminate the possibility of settlement of such curb, gutter, concrete sidewalk or wearing surface coat of asphalt; it being understood that this policy shall apply except where, in the opinion of the Township Engineer, ground conditions are such that the use of drilling and boring methods become unreasonable or uneconomical.

For all water servicing on blocks in a subdivision, quality control is required until the service is connected to the future use. Automatic flushers are the preferred use if the water service is planned to be connected and the developers engineer will need to submit water quality report detailing the time requirement for flushing this service.

#### **9.5.8. Backflow Prevention on Commercial/ Industrial Services**

New residential, commercial or industrial services must have a backflow prevention device conforming to the Ontario Building Code as amended.

#### **9.5.9. Service and Private Main Valves**

Services shall be located such that curb stops are not located in driveways. Main valves shall not be located in driveway entrances.

On services of 50mm diameter and smaller, a main or corporation stop shall be installed at the main and a curb stop shall be installed on the property line.

On services of 100mm diameter and larger where the main cannot be closed off for the service connection, a tapping sleeve and valve will be required at the main. Where the main can be closed off and a tee cut into it, or where a new main is being installed, an approved valve shall be installed on the property line.

Approved valves shall be installed on looped private mains to isolate buildings or groups of building so that no more than sixty (60) individual services are on any one valved section. The Developer shall install a valve on the street main between connections to a looped private main if there is no existing valve.

All service valves shall be installed with approved valve boxes. Curb stops shall be installed with approved valve boxes and operating rods. 38 mm or larger water services shall have a 50 mm square operating nut and 130 mm diameter screw type service box with "Bubba Base" and shall have a rod extension (as per Township supplemental specifications).



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### **9.5.10. Meters**

All domestic services must be metered. Fire services are not metered except sprinkler systems in individually metered dwelling units. The meter shall be installed immediately inside the first external wall (excluding cold storage rooms) at the point of service entry into the building. Any variation from this location must be approved in writing by the Township Engineer.

The Developer shall provide sufficient space for installation and maintenance of the meter. The Township's staff will supply and install the meter. The meter must be accessible for reading and maintenance and must be protected from freezing and other damage. The meter or piping shall not be installed above or below any electrical panel and no closer than one metre horizontal distance. Meter pits are required where the meter is required to be more than 40m from the road allowance.



## TOWNSHIP OF SOUTHWOLD

### Report to Council

**MEETING DATE:** October 11, 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 2022-39

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

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#### **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 September 2022.

#### **Background:**

##### **General**

- Infrastructure Ontario gearing up for broadband across rural municipalities. Completed webinar training on the program

##### **Development**

- Coordinated several resident questions and concerns regarding development build out and speeding concerns in Talbotville Meadows
- Shedden and Fingal sanitary servicing project working through the sanitary sewer servicing strategy. Coordinated conversation with residents on opportunities for economical sanitary servicing in Fingal.
- Coordinating the Talbotville sanitary sewer extension project for developments near Ford Road and Major Line
- Staff coordinating a large number of subdivision applications that are planned for pre-consultation. Total list of active subdivision/site plan files is shown below:

<u>Development Files</u>	<u>Stage of Development Process</u>	<u>Settlement Area</u>
Talbotville Meadows Phase 1	Residential build out, working towards request for assumption	Talbotville
Ridge Phase 2	Residential build out, working towards request for assumption	Talbotville
Enclave Phase 1	Residential build out, working towards request for assumption	Talbotville
Florence Court	Residential build out, working towards request for assumption	Ferndale
Talbotville Meadows Phase 2	Earth works and construction of underground infrastructure	Talbotville
40134 Talbot Line	Site plan agreement	Talbotville
McBain Line	Draft plan, working towards engineering submission	Ferndale
10167 Ford Line	Concept	Ferndale
35743 Horton Street (Stoss)	Studies, preparing for draft plan submission	Shedden
4509 Union Road (Turville)	Studies, preparing for draft plan submission	North Port Stanley
8068 Union Road	Studies, preparing for draft plan submission	Fingal
10247 Talbotville Gore Road	Studies, preparing for site plan	Talbotville
Talbotville Meadows Blocks 177 & 178	Pre-Consultation	Talbotville
4324 Thomas Road	Pre-Consultation	North Port Stanley
7882 Fingal Line	Pre-Consultation	Fingal
11085 Sunset Road	Pre-Consultation	Talbotville
35556 Fingal Line	Background information	Fingal
North of 9877 Union Road	Background information	Shedden
Teetzel Development	Background information	Shedden



## **Infrastructure**

### **a) Water and Sanitary**

- Utility locates consuming a large amount of time.
- Co-ordinating 2 new water service installations on Union Road.
- Completed monthly dead-end flushing, installing missing water valve signs and weed-eating around water infrastructure.
- Completing meter repairs.
- Building meter assemblies for office.
- Meter Reading
- Repairing curb stops.

### **b) Roads and Bridges**

- Lynhurst Park Drive and Lyn Court construction project installation of watermain and installation of curb
- Centre Line painting began after repairs to paint truck were made.
- Road edge asphalt repair on Parson Road and Scotch Line begun
- Ongoing roadside grass cutting

## **2022 Capital Project Process:**

<b>2021</b>	<b>Budget</b>	<b>Status/Comment</b>
<b>Roads</b>		
Second Line Culvert		Completed
<b>2022</b>	<b>Budget</b>	<b>Status/Comment</b>
<b>Water and Sewer</b>		
Flow Meter Study	\$15,000	Flow meters installed
Shedden and Fingal Sewer/WWTP		Completed 50% design and working through development proposals
<b>Roads</b>		
Hard Surface Projects	325,000.00	Lake Line and Scotch Line planned for this year
Public Works Building	\$200,000	Progressed to 75% design stage and finalized site plan comments
Sidewalk Strategy	\$10,000	Staff to review settlement area sidewalk map. Target Summer 2022
Lynhurst Subdivision	\$2,975,000	Installation of asphalt planned in early October

**c) Drainage:**

**Drains Before Council:**

- **Luton Drain (July 08):** Third and final reading of the by-law was done on September 12, 2022

Construction:

- **McIntosh #2 Drain (Sept 15)** VanBree Drainage and Bulldozing The bore under 401 is complete. There is still some work left installing sewer pipe into the private lands on either side of the 401 and catch basin grates to be installed.. Contract awarded to Robinson Farm Drainage for construction of the tile portion of the drain. Contractor has stated on tender that construction will not start to June of 2023, but in conversation with him he told me that they may start late this fall depending on the weather for this coming construction season

In the hands of the Engineer

- **Ryan Drain (Sept 19):** Engineer working on his report
- **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:** Council received the engineers report at their last meeting, The meeting to consider the report is scheduled for tonight.
- **Taylor Drain: (Mar. 21):** Surveying has been completed, engineer is preparing their draft for review with affected landowners
- **A&C Jones Drain(July 21):** The final report will be submitted soon
- **Palmer/Bush Line Drain** (Aug. 2022): Onsite meeting to be arranged
- **Bogart Drain Branch C** (Aug 2022) Onsite meeting to be arranged

**Drains Initiated in Neighboring Municipalities:**

- **Marr Drain (2012):** (Central Elgin). The construction work has been completed. The Engineer, Jeff Dickson of J.R. Burnside is preparing the final assessment and grant application for Central Elgin. We will be invoiced for billing to affected landowners later this fall
- **Lake Road Diversion Drain (2013)** (Central Elgin). The tenderable construction work has been completed. The Engineer, Jeff Dickson of J.R. Burnside is preparing the final assessment and grant application for Central Elgin. We will be invoiced for billing to affected landowners later this fall. There is a section of this drain that is to be completed by the owners of a new development, but none of those costs are assessable to the rest of the drain

**Maintenance:**

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

**Railways**

- A.M.O. working with the Drainage Superintendent Association developed and circulated a survey to members in an effort to obtain information on others experiences dealing with railways. The survey has been completed

**2022 Capital Project Process:**

<b>2022</b>	<b>Budget</b>
McIntosh #2	21,099.00
Anticipated 2023	Budget
G.H. Pennings Drain - Oneida Road crossing	\$14,299.00
G.H. Pennings Drain - water line special	\$2,160.00

**Financial Implications:**

None.

**Strategic Plan Goals:**

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

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

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

**Approved by:  
Jeff Carswell, CAO/Clerk  
"Approved electronically"**



## TOWNSHIP OF SOUTHWOLD

### Report to Council

**MEETING DATE:** October 11, 2022

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

**REPORT NO:** ENG 2022-40

**SUBJECT MATTER: Waste Collection Proposal Award**

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#### **Recommendation(s):**

THAT Council award the garbage collection proposal to Green For Life Environmental (GFL) in the amount of \$204,653.80 which include biweekly collection for rural and smaller settlement areas, and weekly collection for Talbotville land use area, excluding HST; and,

THAT Council direct Staff to work with the Zero Waste Committee on a compost program and funding mechanisms for how this program can be implemented in 2023.

#### **Purpose:**

The purpose of this report is to award the Township's waste collection proposal to GFL because we are reaching the end of our collection services agreement with Waste Connections on July 1, 2023.

#### **Background:**

The above noted RFP closed on August 31, 2022, with four companies submitting proposals to provide collection services for a 7 year contact term, starting on July 1, 2023. The proposals were reviewed by Staff through an evaluation process that looked at technical and cost components of each submission.

Proposals were received from the following companies:

- Miller Waste Systems Inc
- Canadian Waste Management
- Green For Life Environmental (GFL)
- Environmental 360 Solutions

Based on the evaluation criteria and selection process, the evaluation committee determined that the proposal submitted by GFL has the highest technical score as well as the lowest cost for the preferred service provision. It should be noted that GFL has demonstrated its ability to provide continuous reliable services to the residents of St.

Thomas, and St. Thomas Council recently approved the 2023 contract with GFL on October 3, 2022.

This RFP was completed in partnership with the City of St. Thomas. With the RFP being consolidated, the Township has received an operational savings in partnering with St. Thomas compared to not partnering.

The below are the Townships service provisions that were included in GFL's proposal, which show the consolidated prices with St. Thomas and the prices if we didn't partner with St. Thomas. It should be noted that the Township has approved moving recycling collection to the producers and this will commence on July 1, 2023 as well.

**Table 1:** GFL Prices from Waste Collection Proposal

<b>Service</b>	<b>Bi-weekly Garbage Collection (estimated 1210 households)</b>	<b>Weekly Garbage Collection (estimated 615 households)</b>	<b>Bi-weekly Garbage Collection (estimated 1825 households)</b>	<b>Biweekly Organics Curbside Collection (estimated 615 households)</b>
GFL (consolidated St. Thomas)	\$136,536.40 \$4.23 per household	\$68,117.40 \$2.13 per household	\$177,937.50 \$3.75 per household	\$41,574.00 \$2.60 per household
GFL (not consolidated)	\$260,488.80 \$8.28 per household	\$130,158.60 \$4.07 per household	\$325,507.00 \$6.86 per household	\$41,574.00 \$2.60 per household

From the Table 1, it is evident that the partnership with St. Thomas has provided a cost reduction per household for garbage collection. To compare these projected costs to the existing costs with Waste Connections, we need to compare the bi-weekly garbage collection cost for the entire Township, which is approximately 1825 households. Waste Connections price per household is currently \$3.56 per household. Staff have used a 5% inflationary increase for 2023, based on the status of interest rates and Bank of Canada guidance.

**Table 2:** Comparing GFL consolidated and Waste Connections Prices

<b>Companies</b>	<b>GFL Consolidated</b>	<b>Waste Connections</b>
Yearly Price 2022		\$168,922.00 \$3.56 per household

Yearly Price 2023	\$177,937.50	\$177,463.00
	\$3.75 per household	\$3.74 per household

Based on the above, GFL's price is comparable to the existing contract the Township has with Waste Connections. By providing an increased level of service for residents in Talbotville to weekly collection and maintaining the level of service for residents in our rural areas and smaller settlement areas, the total proposal amount is \$204,653.80. This results in a \$27,190.80 increase for garbage collection from our current budgets.

Overall, the new price we received from GFL is much better than the new prices our municipal partners received when they completed the waste collection proposal process for a new 7-year contract. Both Aylmer and Malahide paid significantly more compared to their existing contracts. Staff have provided the breakdown below:

- **Town of Aylmer**
  - 2020 amount from past waste collection contract - \$252,798
  - 2021 budget amount for waste collection - \$326,300
  - 2021 actual amount from Miller Waste - \$508,868.82
  - Net increase of \$182,568.82 from 2021 budget amount
- **Township of Malahide**
  - 2021 budget amount for waste collection - \$362,344
  - 2022 actual amount from Miller Waste - \$482,000
  - Net increase of \$119,656

The increase in prices from Malahide and Aylmer were likely a result of inflationary increases for the collection trucks over the past few years as well as their staff's wages. Both Aylmer and Malahide didn't increase their level of service from past waste collection contracts. Aylmer anticipated the waste collection services would increase with a new contract, but the price they received from Miller Waste far exceeded their 2021 budget projections.

### **Bi-weekly Curbside Organics**

The Township's waste collection and recycling program in 2022 currently costs \$337,844.00, which doesn't include revenue from recyclables. Taking into account the average revenue from recyclables at \$50,000, the recycling collection program costs \$118,922 and the waste collection program costs \$168,922.

GFL provided a price per household of \$2.60 for organic collection in Talbotville for an anticipated 615 households. In order to move forward with a compost program, the Township would need to purchase green bins. Green bins would need to be purchased

for the anticipated 615 household, as well we should consider the growth in Talbotville. The launch of this program can be coordinated with the July 1, 2023 start of this contract or at a later date. Depending on our start date, we'll need to consider a four to six month lead time for the green bins from the supplier. In the coming months, Staff will bring forward a report to Council closer to the budget process on what we anticipate for cost of the composting program in Talbotville as well as the entire Township. Preliminary estimates for Talbotville are shown below based on 615 households and as well as Talbotville growing to 1500 households:

<b>Costs</b>	<b>615 households</b>	<b>1500 households</b>
Green Bins (64 Gallon) \$57.84 per bin	\$35,571.60	\$86,760.00
Organic Collection (\$2.60 per household)	\$41,574.00	\$101,400.00
Communication Strategy	\$5,000	\$5,000
<b>Total Cost</b>	<b>\$82,145.60</b>	<b>\$193,160</b>

Based on the above preliminary numbers for 615 households, the compost program for Talbotville could be absorbed within the amount residents currently pay for the recycling collection program and there would still be a net savings in overall collection of approximately \$50,000.

### **Financial Implications:**

If approved, the Township can include the waste collection amount in the 2023 budget. Staff are hoping to move forward the approval of this contract as the lead time to purchase new trucks is significant, which is one of the main reasons for completing the RFP process so far in advance of the July 1, 2023 current contract end date.

### **Strategic Plan Goals:**

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

- ☐ Promoting residential, agricultural, commercial, and industrial development by ensuring policies and services are in place to support growth in The Township of Southwold.
- ☐ Promoting a healthy, naturally beautiful, and community-oriented municipality by encouraging and supporting involvement of volunteer organizations wishing to provide cultural and recreational activities in the Township of Southwold.



☐ Providing improved transportation and a strong commitment to asset management with a goal of maintaining the Township's infrastructure in the promotion of public safety

☒ Exercising good financial stewardship in the management of Township expenditures and revenues.

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

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

**Approved by:**  
**Jeff Carswell, CAO/Clerk**  
**"Approved electronically"**



## TOWNSHIP OF SOUTHWOLD

### Report to Council

**MEETING DATE:** October 11, 2022

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

**REPORT NO:** ENG 2022-41

**SUBJECT MATTER: Lynhurst Park Drive Construction Project – Driveway Concern**

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#### **Recommendation(s):**

THAT Council approve the Staff recommendation to replace the section of driveway to the disturbed limited as per the understanding that was provided to residents during the public information centre.

#### **Purpose:**

The purpose of this report is to present Council with a resident's concern with respect to their driveway at 10025 Lyn Court, as well as present Staff's recommendation on this concern.

#### **Background:**

During the public information centre, Staff and consultants mentioned the project would be impacting resident driveways and front lawns and that we'd be reinstalling existing material that was removed to an as good or better condition after construction.

Jamie and Nicole Bogart at 10025 Lyn Court have concerns about their existing concrete stamped driveway. Their concern is the driveway will not be able to be matched exactly with the existing stamp or colour. Since stamped concrete is more expensive, they've asked if the Township will install normal concrete past the disturbed construction limit and remove an additional two panels of concrete at no extra cost to them. I've included an email from Jamie below highlighting their concern as well as a photo of their driveway:

*"Sorry we are unable to attend the council meeting in person as we are attending our son's high-school graduation ceremony.*

*Our driveway is stamped, coloured concrete, instead of replacing the half of the driveway with this, we would like to have 2 additional sections of the driveway removed and replaced leaving one section closest to the house as is.*

*Instead of matching the patterned and colored concrete which will be very difficult to match and expensive to install we are willing to have it replaced with natural/broom finished concrete which will be considerably less money. I have spoken with the contractor (Trevor) and he agreed with this. He has not given us the quote as requested yet. I'm hoping Peter has the numbers for this.*

*Any questions please don't hesitate to give me a call.  
Thank you*

*Jamie and Nicole Bogart  
10025 Lyn court"*



The Township's recommendation is to replace the section of driveway that was disturbed because of construction. This is the messaging that was presented to residents at the public meeting. Further, Staff noted that if residents wanted to replace their driveways past property line to their home, they can coordinate with the contractor when construction starts. The contractor has mentioned several residents have agreed to remove their section of driveway from property line to their home, which is a cost completed outside of the contract. This additional cost is paid directly to the contractor from the residents.

The Township doesn't have a policy that mentions anything about adjusting material driveway type (ie. Stamped concrete to normal concrete) for residents, even if the material change results in a similar restoration cost. The Township preference is to remain consistent and only replace what was removed to property line.

**Financial Implications:**

N/A

**Strategic Plan Goals:**

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

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

**Approved by:  
Jeff Carswell, CAO/Clerk  
"Approved electronically"**



## TOWNSHIP OF SOUTHWOLD

### Report to Council

**MEETING DATE:** October 11, 2022

**PREPARED BY:** Michele Lant, Treasurer

**REPORT NO:** FIN 2022-17

**SUBJECT MATTER: 2023 OPP Estimate**

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#### **Recommendation:**

That the 2023 OPP Cost Estimate be received for information.

#### **Purpose:**

To inform Council of the 2023 OPP Cost Estimate and 2021 Reconciliation.

#### **Background:**

The 2023 OPP Cost Estimate was received on September 29, 2022. A copy of the estimate and supporting documentation is attached. The reconciliation for 2021 actual costs is also included.

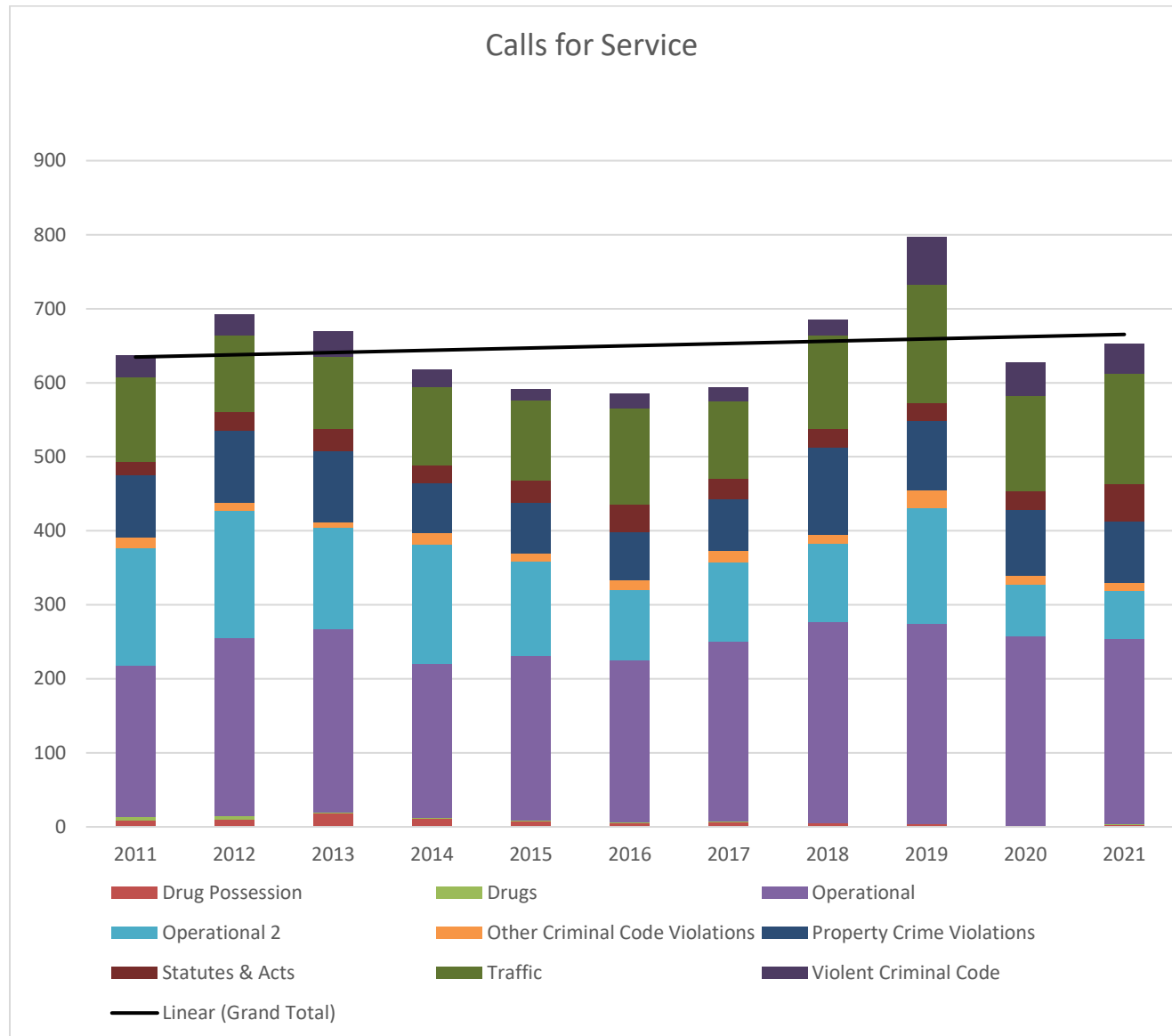
#### **Comments/Analysis:**

The Township's 2023 Estimated OPP cost is \$665,842 versus the 2022 estimate of \$659,437. This represents an increase of \$6,405 or 0.97%.

As noted in the documentation, the cost estimate is based on total properties in the Township multiplied by the per property cost for base service, calls for service and other items such as overtime, prisoner transport and accommodation. Several highlights from the cost estimate include:

	2021	2022	2023	Change
Number of Properties	1,837	1,867	1,888	↑
Base Service Cost per Property	\$177.48	172.07	\$165.66	↓
Calls for Service Cost per Property	\$155.90	164.20	\$169.21	↑
Calls for Service - 4 Year Average	665	627	691	↑
Overall Share of Calls based on Weighted Time	0.1701%	0.1733%	0.1789%	↑

The following chart illustrates the breakdown of Calls for Service by category from 2011 to 2021. While calls for service were decreasing and remaining flat from 2012 to 2017, there was an increase in 2018 and 2019. While 2020 calls were down, based on our overall share of calls being up, call volume would have been down for everyone. In 2021, calls for service were increasing which is consistent with COVID-10 restrictions easing.



The increased cost is attributable to the following:

Base Service – Decrease \$8,488 – this would be mainly attributable to the decrease in the Base Service Cost per Property.

Calls for Service – Increase \$12,905 – The formula uses a 4 year average along with an Average Standard Time per call. The Township's time-weighted share of all calls

increased slightly (0.1733% to 0.1789%). This brought the total 2023 Estimated Calls for Service to \$319,465 (2022 - \$306,560).

The other areas such as overtime, prisoner transport and accommodation had a minimal effect.

The 2021 Reconciled costs were \$657,044, which is \$12,891 higher than the estimate. This amount will be recovered through the County's 2023 billing for Police costs.

### **Financial Implications:**

The 2023 OPP budget estimate will be incorporated into the Township's 2023 Budget.

### **Strategic Plan Goals:**

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

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**Respectfully Submitted by:**  
**Michele Lant, Treasurer**  
**"Submitted electronically"**

**Approved by:**  
**Jeff Carswell, CAO/Clerk**  
**"Approved electronically"**



Ontario  
Provincial  
Police

Police  
provinciale  
de l'Ontario



**Municipal Policing Bureau  
Bureau des services policiers des municipalités**

777 Memorial Ave.  
Orillia ON L3V 7V3

777, avenue Memorial  
Orillia ON L3V 7V3

Tel: 705 329-6140  
Fax: 705 330-4191

Tél. : 705 329-6140  
Télec.: 705 330-4191

File Reference:

612-20

September 29, 2022

Dear Mayor/Reeve/CAO/Treasurer,

Please find attached the OPP municipal policing 2023 Annual Billing Statement package.

This year's billing package includes a statement for the 2021 year-end reconciliation. The final cost adjustment calculated as a result of the 2021 annual reconciliation has been included as an adjustment to the amount being billed to the municipality during the 2023 calendar year.

The current OPPA uniform and civilian collective agreements expire on December 31, 2022. The estimated salary rates incorporated in the 2023 municipal policing annual statements are set to reduce the risk of municipalities potentially incurring larger reconciliation adjustments. A 1% general salary rate increase has been estimated.

The final reconciliation of the 2023 annual costs will be included in the 2025 Annual Billing Statement.

For more detailed information on the 2023 Annual Billing Statement package please refer to the resource material available on [opp.ca/billingmodel](http://opp.ca/billingmodel). Further, the Municipal Policing Bureau will be hosting a webinar information session in November. An email invitation will be forwarded to the municipality advising of the session date.

If you have questions about the Annual Billing Statement, please email [OPP.MPB.Financial.Services.Unit@OPP.ca](mailto:OPP.MPB.Financial.Services.Unit@OPP.ca).

Yours truly,

A handwritten signature in black ink, appearing to read "Phil Whitton", with a long horizontal flourish extending to the right.

Phil Whitton  
Superintendent  
Commander, Municipal Policing Bureau

## OPP 2023 Annual Billing Statement

### Southwold Tp

Estimated costs for the period January 1 to December 31, 2023

Please refer to [www.opp.ca](http://www.opp.ca) for 2023 Municipal Policing Billing General Information summary for further details.

			Cost per Property \$	Total Cost \$
<b>Base Service</b>	<b>Property Counts</b>			
	Household	1,821		
	Commercial and Industrial	67		
	Total Properties	<u>1,888</u>	165.66	312,770
<b>Calls for Service</b>	(see summaries)			
	Total all municipalities	178,576,909		
	Municipal portion	0.1789%	169.21	319,465
<b>Overtime</b>	(see notes)		11.76	22,203
<b>Prisoner Transportation</b>	(per property cost)		1.17	2,209
<b>Accommodation/Cleaning Services</b>	(per property cost)		<u>4.87</u>	<u>9,195</u>
<b>Total 2023 Estimated Cost</b>			<u><b>352.67</b></u>	<u><b>665,842</b></u>

## **OPP 2023 Annual Billing Statement**

### **Southwold Tp**

**Estimated costs for the period January 1 to December 31, 2023**

#### **Notes to Annual Billing Statement**

- 1) **Municipal Base Services and Calls for Service Costs** - The costs allocated to municipalities are determined based on the costs assigned to detachment staff performing municipal policing activities across the province. A statistical analysis of activity in detachments is used to determine the municipal policing workload allocation of all detachment-based staff as well as the allocation of the municipal workload between base services and calls for service activity. For 2023 billing purposes the allocation of the municipal workload in detachments has been calculated to be 50.5 % Base Services and 49.5 % Calls for Service. The total 2023 Base Services and Calls for Service cost calculation is detailed on the Base Services and Calls for Service Cost Summary included in the municipal billing package.
- 2) **Base Services** - The cost to each municipality is determined by the number of properties in the municipality and the standard province-wide average cost per property of \$165.66 estimated for 2023. The number of municipal properties is determined based on MPAC data. The calculation of the standard province-wide base cost per property is detailed on Base Services and Calls for Service Cost Summary included in the municipal billing package.
- 3) **Calls for Service** - The municipality's Calls for Service cost is a proportionate share of the total cost of municipal calls for service costs calculated for the province. A municipality's proportionate share of the costs is based on weighted time standards applied to the historical billable calls for service. The municipality's total weighted time is calculated as a percentage of the total of all municipalities.
- 4) **Overtime** - Municipalities are billed for overtime resulting from occurrences in their geographic area and a portion of overtime that is not linked specifically to a municipality, such as training. Municipalities are not charged for overtime identified as a provincial responsibility. The overtime activity for the calendar years 2018, 2019, 2020 and 2021 has been analyzed and averaged to estimate the 2023 costs. The costs incorporate the estimated 2023 salary rates and a discount to reflect overtime paid as time in lieu. The overtime costs incurred in servicing detachments for shift shortages have been allocated on a per property basis based on straight time. Please be advised that these costs will be reconciled to actual 2023 hours and salary rates and included in the 2025 Annual Billing Statement.
- 5) **Court Security and Prisoner Transportation (CSPT)** - Municipalities with court security responsibilities in local courthouses are billed court security costs based on the cost of the staff required to provide designated court security activities. Prisoner transportation costs are charged to all municipalities based on the standard province-wide per property cost. The 2023 costs have been estimated based on the 2021 activity levels. These costs will be reconciled to the actual cost of service required in 2023.  
  
There was no information available about the status of 2023 Court Security Prisoner Transportation Grant Program at the time of the Annual Billing Statement preparation.
- 6) **Year-end Adjustment** - The 2021 adjustment accounts for the difference between the amount billed based on the estimated cost in the Annual Billing Statement and the reconciled cost in the Year-end Summary. The most significant year-end adjustments are resulting from the cost of actual versus estimated municipal requirements for overtime, contract enhancements and court security.

**OPP 2023 Estimated Base Services and Calls for Service Cost Summary**  
**Estimated Costs for the period January 1, 2023 to December 31, 2023**

				Total Base Services and Calls for Service	Base Services	Calls for Service
Salaries and Benefits						
	Positions	Base				
	FTE	%	\$/FTE	\$	\$	\$
<b>Uniform Members</b>	<b>Note 1</b>					
Inspector . . . . .	25.64	100.0	168,322	4,315,781	4,315,781	-
Staff Sergeant-Detachment Commander . . . . .	9.73	100.0	150,818	1,467,464	1,467,464	-
Staff Sergeant . . . . .	35.10	100.0	140,922	4,946,367	4,946,367	-
Sergeant . . . . .	220.08	50.5	126,129	27,758,391	14,029,289	13,729,102
Constable . . . . .	1,623.19	50.5	107,709	174,832,740	88,363,674	86,469,066
Part-Time Constable . . . . .	11.74	50.5	86,136	1,011,235	510,785	500,449
Total Uniform Salaries	1,925.48			214,331,978	113,633,360	100,698,618
Statutory Holiday Payout . . . . .			4,764	9,116,603	4,773,719	4,342,884
Shift Premiums . . . . .			1,111	2,061,210	1,041,767	1,019,444
Uniform Benefits - Inspector . . . . .			28.23%	1,218,345	1,218,345	-
Uniform Benefits - Full-Time Salaries . . . . .			31.57%	65,982,867	34,350,305	31,632,562
Uniform Benefits - Part-Time Salaries . . . . .			15.55%	157,247	79,427	77,820
<b>Total Uniform Salaries &amp; Benefits</b>				<b>292,868,250</b>	<b>155,096,922</b>	<b>137,771,327</b>
<b>Detachment Civilian Members</b>	<b>Note 1</b>					
Detachment Administrative Clerk . . . . .	171.79	50.5	67,806	11,648,405	5,887,601	5,760,804
Detachment Operations Clerk . . . . .	1.86	50.5	64,114	119,253	60,268	58,985
Detachment Clerk - Typist . . . . .	0.32	50.5	58,491	18,717	9,359	9,359
Court Officer - Administration . . . . .	22.43	50.5	69,141	1,550,836	784,060	766,775
Crimestoppers Co-ordinator . . . . .	0.80	50.5	64,554	51,643	25,822	25,822
Total Detachment Civilian Salaries . . . . .	197.20			13,388,854	6,767,109	6,621,744
Civilian Benefits - Full-Time Salaries . . . . .			32.15%	4,304,516	2,175,626	2,128,891
<b>Total Detachment Civilian Salaries &amp; Benefits</b>				<b>17,693,370</b>	<b>8,942,735</b>	<b>8,750,635</b>
<b>Support Costs - Salaries and Benefits</b>	<b>Note 2</b>					
Communication Operators . . . . .			6,698	12,896,865	6,751,718	6,145,147
Prisoner Guards . . . . .			2,074	3,993,446	2,090,633	1,902,812
Operational Support . . . . .			5,604	10,790,390	5,648,944	5,141,446
RHQ Municipal Support . . . . .			2,713	5,223,827	2,734,758	2,489,069
Telephone Support . . . . .			131	252,238	132,051	120,187
Office Automation Support . . . . .			680	1,309,326	685,454	623,873
Mobile and Portable Radio Support . . . . .			250	484,305	253,488	230,818
<b>Total Support Staff Salaries and Benefits Costs</b>				<b>34,950,397</b>	<b>18,297,046</b>	<b>16,653,352</b>
<b>Total Salaries &amp; Benefits</b>				<b>345,512,017</b>	<b>182,336,703</b>	<b>163,175,314</b>
<b>Other Direct Operating Expenses</b>	<b>Note 2</b>					
Communication Centre . . . . .			147	283,046	148,179	134,867
Operational Support . . . . .			991	1,908,151	998,948	909,203
RHQ Municipal Support . . . . .			122	234,909	122,978	111,930
Telephone . . . . .			1,496	2,880,518	1,507,998	1,372,520
Mobile Radio Equipment Repairs & Maintenance . . . . .			56	108,484	56,781	51,703
Office Automation - Uniform . . . . .			2,282	4,393,945	2,300,302	2,093,644
Office Automation - Civilian . . . . .			1,490	293,828	148,508	145,320
Vehicle Usage . . . . .			8,999	17,327,395	9,071,172	8,256,223
Detachment Supplies & Equipment . . . . .			406	781,745	409,256	372,489
Uniform & Equipment . . . . .			2,105	4,077,848	2,134,365	1,943,483
Uniform & Equipment - Court Officer . . . . .			921	20,658	10,444	10,214
<b>Total Other Direct Operating Expenses</b>				<b>32,310,526</b>	<b>16,908,931</b>	<b>15,401,595</b>
<b>Total 2023 Municipal Base Services and Calls for Service Cost</b>				<b>\$ 377,822,543</b>	<b>\$ 199,245,634</b>	<b>\$ 178,576,909</b>
<b>Total OPP-Policed Municipal Properties</b>					<b>1,202,724</b>	
<b>Base Services Cost per Property</b>					<b>\$ 165.66</b>	

## **OPP 2023 Estimated Base Services and Calls for Service Cost Summary**

**Estimated Costs for the period January 1, 2023 to December 31, 2023**

### **Notes:**

Total Base Services and Calls for Service Costs are based on the cost of salary, benefit, support and other direct operating expenses for staff providing policing services to municipalities. Staff is measured in full-time equivalent (FTE) units and the costs per FTE are described in the notes below.

- 1) Full-time equivalents (FTEs) are based on average municipal detachment staffing levels for the years 2018 through 2021. Contract enhancements, court security, prisoner transportation and cleaning staff are excluded.

The equivalent of 88.91 FTEs with a cost of \$15,713,060 has been excluded from municipal costs to reflect the average municipal detachment FTEs required for provincially-mandated responsibilities eligible for Provincial Service Usage credit.

Salary rates are based on weighted average rates for municipal detachment staff by rank, level and classification. The 2023 salaries were estimated based on the 2022 rates set in the 2019 to 2022 OPPA Uniform and Civilian Collective Agreements with an estimated overall general salary rate increase of 1.0% for 2023 applied. The benefit rates are based on the most recent rates set by the Treasury Board Secretariat, (2022-23). Statutory Holiday Payouts, Shift Premiums, and Benefit costs are subject to reconciliation.

FTEs have been apportioned between Base Services and Calls for Service costs based on the current ratio, 50.5% Base Services : 49.5% Calls for Service.

- 2) Support Staff Costs and Other Direct Operating Expenses for uniform FTEs are calculated on a per FTE basis as per rates set in the 2022 Municipal Policing Cost-Recovery Formula.

**OPP 2023 Calls for Service Billing Summary**  
**Southwold Tp**  
**Estimated costs for the period January 1 to December 31, 2023**

Calls for Service Billing Workgroups	Calls for Service Count					2023 Average Time Standard	Total Weighted Time	% of Total Provincial Weighted Time	2023 Estimated Calls for Service Cost
	2018	2019	2020	2021	Four Year Average				
					A	B	C = A * B		
Note 1					Note 2		Note 3		Note 4
Drug Possession	5	4	2	3	4	7.1	25	0.0014%	2,479
Drugs	0	0	0	1	0	68.0	17	0.0009%	1,696
Operational	272	270	256	250	262	3.8	996	0.0556%	99,303
Operational 2	105	156	69	65	99	1.4	138	0.0077%	13,789
Other Criminal Code Violations	12	25	12	11	15	7.5	113	0.0063%	11,221
Property Crime Violations	119	93	89	83	96	6.4	614	0.0343%	61,282
Statutes & Acts	25	25	26	50	32	3.4	107	0.0060%	10,682
Traffic	126	160	128	150	141	3.7	522	0.0291%	52,036
Violent Criminal Code	21	64	45	40	43	15.8	672	0.0375%	66,977
<b>Total</b>	<b>685</b>	<b>797</b>	<b>627</b>	<b>653</b>	<b>691</b>		<b>3,203</b>	<b>0.1789%</b>	<b>\$319,465</b>
<b>Provincial Totals</b>	Note 5	<b>401,534</b>	<b>441,088</b>	<b>364,415</b>	<b>373,300</b>	<b>395,084</b>	<b>1,790,383</b>	<b>100.0%</b>	<b>\$178,576,909</b>

**Notes to Calls for Service Billing Summary**

- 1) Other criminal code violations related to occurrences considered largely administrative in nature, regarding attendance to a courthouse, have been removed from our list of billable occurrences, effective the 2023 billing year.
- 2) Displayed without decimal places, exact numbers used in calculations
- 3) Displayed to four decimal places, nine decimal places used in calculations
- 4) Total costs rounded to zero decimals
- 5) Provincial Totals exclude data for dissolutions and post-2019 municipal police force amalgamations

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**OPP 2023 Calls for Service Details**  
**Southwold Tp**  
**For the calendar years 2018 to 2021**

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2018	2019	2020	2021	
<b>Grand Total</b>	<b>685</b>	<b>797</b>	<b>627</b>	<b>653</b>	<b>690.50</b>
Drug Possession	5	4	2	3	3.50
Drug Related Occurrence	4	2	1	1	2.00
Poss of illicit over 30g dried cannabis (or equiv) adult	0	1	0	0	0.25
Possession - Heroin	0	0	0	1	0.25
Possession - Methamphetamine (Crystal Meth)	0	1	1	0	0.50
Possession – Opioid (other than heroin)	1	0	0	0	0.25
Possession - Other Controlled Drugs and Substances Act	0	0	0	1	0.25
Drugs	0	0	0	1	0.25
Trafficking – Opioid (other than heroin)	0	0	0	1	0.25
Operational	272	270	256	250	262.00
Accident - non-MVC - Commercial	1	0	0	0	0.25
Accident - non-MVC - Construction Site	1	0	0	0	0.25
Accident - non-MVC - Master Code	0	1	1	1	0.75
Alarm - Others	4	0	0	0	1.00
Animal - Bite	0	3	0	1	1.00
Animal - Dog Owners Liability Act	0	2	2	3	1.75
Animal - Injured	6	5	7	4	5.50
Animal - Left in Vehicle	1	0	0	1	0.50
Animal - Master Code	1	1	0	0	0.50
Animal - Other	7	16	2	1	6.50
Animal - Rabid	2	1	0	0	0.75
Animal - Stray	7	5	8	10	7.50
Assist Fire Department	2	3	1	3	2.25
Assist Public	37	21	37	31	31.50
By-Law - Master Code	0	0	0	2	0.50
Distressed / Overdue Motorist	0	1	3	2	1.50
Dogs By-Law	0	0	1	0	0.25
Domestic Disturbance	15	31	27	19	23.00
False Fire Alarm - Building	0	1	0	0	0.25
Family Dispute	11	15	15	21	15.50
Fire - Building	1	9	4	5	4.75
Fire - Other	1	1	2	1	1.25
Fire - Vehicle	2	11	3	4	5.00
Firearms (Discharge) By-Law	2	0	1	0	0.75
Found - Gun	0	0	1	0	0.25
Found - Household Property	0	1	0	0	0.25
Found - License Plate	2	1	0	1	1.00
Found - Machinery & Tools	1	1	0	0	0.50
Found - Others	2	2	1	0	1.25
Found - Personal Accessories	5	2	0	0	1.75
Found - Vehicle Accessories	0	1	0	0	0.25
Found Property - Master Code	3	5	11	12	7.75
Insecure Condition - Building	0	2	0	0	0.50
Insecure Condition - Master Code	0	1	0	1	0.50



**OPP 2023 Calls for Service Details**  
**Southwold Tp**  
**For the calendar years 2018 to 2021**

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2018	2019	2020	2021	
Insecure Condition - Vehicle	1	0	0	0	0.25
Lost - License Plate	1	1	0	3	1.25
Lost - Radio, TV, Sound-Reprod. Equip.	1	0	0	0	0.25
Lost Property - Master Code	1	4	3	5	3.25
Medical Assistance - Other	0	0	0	1	0.25
Missing Person 12 & older	1	3	1	2	1.75
Missing Person Located 12 & older	1	0	1	0	0.50
Missing Person under 12	0	1	0	0	0.25
Neighbour Dispute	9	9	11	24	13.25
Noise By-Law	0	1	0	0	0.25
Noise Complaint - Animal	0	1	0	0	0.25
Noise Complaint - Master Code	0	0	8	5	3.25
Noise Complaint - Others	1	0	0	0	0.25
Noise Complaint - Residence	3	1	0	0	1.00
Noise Complaint - Vehicle	1	1	0	1	0.75
Other Municipal By-Laws	1	3	4	6	3.50
Phone - Master Code	0	0	2	2	1.00
Phone - Nuisance - No Charges Laid	2	2	3	2	2.25
Phone - Other - No Charges Laid	3	2	1	1	1.75
Phone - Text-related incident	0	0	0	1	0.25
Phone - Threatening - No Charges Laid	0	0	1	0	0.25
Protest - Demonstration	0	1	0	0	0.25
Sudden Death - Accidental	1	0	0	0	0.25
Sudden Death - Natural Causes	3	4	2	2	2.75
Sudden Death - Suicide	1	0	0	0	0.25
Suspicious Person	34	29	43	31	34.25
Suspicious vehicle	65	43	41	26	43.75
Traffic By-Law	2	1	0	1	1.00
Trouble with Youth	6	9	2	3	5.00
Unwanted Persons	4	5	3	5	4.25
Vehicle Recovered - All Terrain Vehicles	0	1	0	0	0.25
Vehicle Recovered - Automobile	10	3	1	2	4.00
Vehicle Recovered - Trucks	6	2	1	4	3.25
Overdose/Suspected Overdose -Opioid Related	0	0	1	0	0.25
Operational 2	105	156	69	65	98.75
911 call - Dropped Cell	5	43	12	11	17.75
911 call / 911 hang up	45	37	15	19	29.00
911 hang up - Pocket Dial	16	21	0	0	9.25
False Alarm - Accidental Trip	11	3	1	1	4.00
False Alarm - Cancelled	11	6	1	0	4.50
False Alarm - Malfunction	3	4	1	0	2.00
False Alarm - Others	10	24	29	25	22.00
Keep the Peace	4	18	10	9	10.25
Other Criminal Code Violations	12	25	12	11	15.00
Animals - Cruelty	0	0	0	1	0.25

**OPP 2023 Calls for Service Details**  
**Southwold Tp**  
**For the calendar years 2018 to 2021**

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2018	2019	2020	2021	
Animals - Kill or injure	0	2	0	1	0.75
Animals - Others	0	1	0	0	0.25
Bail Violations - Fail To Comply	4	10	2	0	4.00
Bail Violations - Master Code	0	1	0	0	0.25
Bail Violations - Others	0	1	1	0	0.50
Breach of Probation	2	1	0	0	0.75
Contraband Tobacco	2	1	0	0	0.75
Disobey court order / Misconduct executing process	0	1	0	0	0.25
Disturb the Peace	0	2	2	2	1.50
Indecent acts - Master Code	0	1	0	0	0.25
Indecent acts - Other	1	0	0	0	0.25
Obstruct Public Peace Officer	0	0	2	1	0.75
Offensive Weapons - Careless use of firearms	0	1	0	0	0.25
Offensive Weapons - In Vehicle	0	0	0	2	0.50
Offensive Weapons - Other Offensive Weapons	0	0	1	0	0.25
Offensive Weapons - Possession of Weapons	0	1	2	0	0.75
Offensive Weapons - Prohibited	0	1	0	0	0.25
Offensive Weapons - Restricted	0	0	0	1	0.25
Possess Firearm while prohibited	0	0	1	0	0.25
Possession of Burglary Tools	2	0	1	0	0.75
Public Mischief - mislead peace officer	0	0	0	1	0.25
Trespass at Night	1	1	0	1	0.75
Utter Threats to damage property	0	0	0	1	0.25
<b>Property Crime Violations</b>	<b>119</b>	<b>93</b>	<b>89</b>	<b>83</b>	<b>96.00</b>
Break & Enter	21	21	14	7	15.75
Break & Enter - Firearms	0	1	0	0	0.25
Fraud - Account closed	0	0	1	0	0.25
Fraud - False Pretence Under \$5,000	0	1	0	0	0.25
Fraud - Forgery & Uttering	0	0	2	0	0.50
Fraud - Master Code	5	2	3	3	3.25
Fraud - Money/property/security Over \$5,000	2	1	0	2	1.25
Fraud - Money/property/security Under \$5,000	4	6	1	2	3.25
Fraud - Other	5	1	1	10	4.25
Fraud - Steal/Forge/Poss./Use Credit Card	1	1	1	0	0.75
Fraud - Transportation	0	1	0	0	0.25
Interfere with lawful use, enjoyment of property	0	0	0	1	0.25
Mischief - Master Code	14	6	13	12	11.25
Personation with Intent (fraud)	2	1	0	2	1.25
Possession of Stolen Goods over \$5,000	0	1	1	0	0.50
Possession of Stolen Goods under \$5,000	1	0	0	1	0.50
Property Damage	5	6	3	0	3.50
Theft from Motor Vehicles Over \$5,000	0	0	0	1	0.25
Theft from Motor Vehicles Under \$5,000	12	12	13	2	9.75
Theft of - All Terrain Vehicles	1	2	0	2	1.25
Theft of - Automobile	1	1	0	2	1.00

**OPP 2023 Calls for Service Details**  
**Southwold Tp**  
**For the calendar years 2018 to 2021**

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2018	2019	2020	2021	
Theft of - Motorcycles	2	0	1	1	1.00
Theft of - Other Motor Vehicles	1	2	0	0	0.75
Theft of - Trucks	6	1	2	3	3.00
Theft of Motor Vehicle	7	0	7	10	6.00
Theft Over \$,5000 - Construction Site	1	0	0	0	0.25
Theft Over \$5,000 - Mail	0	1	2	0	0.75
Theft Over \$5,000 - Master Code	1	0	0	0	0.25
Theft Over \$5,000 - Other Theft	3	0	0	0	0.75
Theft Over \$5,000 - Trailers	1	0	0	0	0.25
Theft Under \$5,000 - Bicycles	1	0	1	0	0.50
Theft Under \$5,000 - Building	2	1	0	0	0.75
Theft Under \$5,000 - Construction Site	0	2	0	0	0.50
Theft Under \$5,000 - Farm Agricultural Produce	1	1	0	0	0.50
Theft Under \$5,000 - Farm Equipment	1	0	0	1	0.50
Theft Under \$5,000 - Gasoline Drive-off	4	5	8	8	6.25
Theft Under \$5,000 - Master Code	2	2	3	5	3.00
Theft Under \$5,000 - Other Theft	10	14	9	4	9.25
Theft Under \$5,000 Shoplifting	0	0	2	4	1.50
Trafficking in Stolen Goods under \$5,000	1	0	0	0	0.25
Unlawful in a dwelling house	0	0	1	0	0.25
Willful act / Omission likely to cause mischief	1	0	0	0	0.25
Statutes & Acts	25	25	26	50	31.50
Custody Dispute	1	0	0	3	1.00
Landlord / Tenant	2	0	4	7	3.25
Mental Health Act	6	5	3	7	5.25
Mental Health Act - Attempt Suicide	3	3	1	1	2.00
Mental Health Act - No contact with Police	1	0	1	0	0.50
Mental Health Act - Placed on Form	1	1	2	3	1.75
Mental Health Act - Threat of Suicide	4	11	2	5	5.50
Mental Health Act - Voluntary Transport	1	0	1	2	1.00
Trespass To Property Act	6	5	12	20	10.75
Mental Health Act - Apprehension	0	0	0	2	0.50
Traffic	126	160	128	150	141.00
MVC - Fatal (Motor Vehicle Collision)	0	1	4	1	1.50
MVC - Others (Motor Vehicle Collision)	2	1	0	1	1.00
MVC - Pers. Inj. Failed to Remain (Motor Vehicle Collision)	0	0	0	1	0.25
MVC - Personal Injury (Motor Vehicle Collision)	8	11	12	12	10.75
MVC - Prop. Dam. Failed to Remain (Motor Vehicle Collision)	4	3	4	5	4.00
MVC - Prop. Dam. Non Reportable (Motor Vehicle Collision)	60	54	50	27	47.75
MVC - Prop. Dam. Reportable (Motor Vehicle Collision)	51	89	58	103	75.25
MVC (Motor Vehicle Collision) - Master Code	0	1	0	0	0.25
Road Rage	1	0	0	0	0.25
Violent Criminal Code	21	64	45	40	42.50
Assault - Level 1	10	46	33	31	30.00
Assault With Weapon or Causing Bodily Harm - Level 2	3	7	4	1	3.75

**OPP 2023 Calls for Service Details**  
**Southwold Tp**  
**For the calendar years 2018 to 2021**

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2018	2019	2020	2021	
Criminal Harassment	1	5	1	2	2.25
Extortion	0	0	0	1	0.25
Indecent / Harassing Communications	1	0	1	2	1.00
Pointing a Firearm	0	0	0	1	0.25
Robbery - Master Code	1	0	0	0	0.25
Robbery - Other	1	0	0	0	0.25
Sexual Assault	1	2	3	0	1.50
Sexual Interference	1	0	0	0	0.25
Sexual offence occurring prior to January 4, 1983	0	0	0	1	0.25
Utter Threats - Master Code	0	0	2	0	0.50
Utter Threats to Person	2	4	1	1	2.00

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## OPP 2021 Reconciled Year-End Summary

### Southwold Tp

Reconciled cost for the period January 1 to December 31, 2021

			<b>Cost per Property \$</b>	<b>Total Cost \$</b>
<b>Base Service</b>	<b>Property Counts</b>			
	Household	1,772		
	Commercial and Industrial	65		
	Total Properties	<u>1,837</u>	179.62	329,959
<b>Calls for Service</b>				
	Total all municipalities	170,324,197		
	Municipal portion	0.1701%	157.74	289,777
<b>Overtime</b>			14.38	26,414
<b>Prisoner Transportation</b>	(per property cost)		1.18	2,168
<b>Accommodation/Cleaning Services</b>	(per property cost)		4.75	8,726
<b>Total 2021 Reconciled Costs</b>			<u><b>357.67</b></u>	<u><b>657,044</b></u>

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## OPP 2023 Annual Billing Statement

### Elgin Group

Estimated costs for the period January 1 to December 31, 2023

Please refer to [www.opp.ca](http://www.opp.ca) for 2023 Municipal Policing Billing General Information summary for further details.

			Cost per Property \$	Total Cost \$
<b>Base Service</b>	<b>Property Counts</b>			
	Household	18,385		
	Commercial and Industrial	873		
	Total Properties	19,258	165.66	3,190,318
<b>Calls for Service</b>	(see summaries)			
	Total all municipalities	178,576,909		
	Municipal portion	1.4933%	138.48	2,666,760
<b>Overtime</b>	(see notes)		12.31	237,118
<b>Court Security</b>	(see summary)		6.13	118,060
<b>Prisoner Transportation</b>	(per property cost)		1.17	22,532
<b>Accommodation/Cleaning Services</b>	(per property cost)		4.87	93,786
<b>Total 2023 Estimated Cost</b>			<b>328.62</b>	<b>6,328,575</b>
<b>2021 Year-End Adjustment</b>	(see summary)			64,236
<b>Grand Total Billing for 2023</b>				<b>6,392,811</b>
<b>2023 Monthly Billing Amount</b>				<b>532,734</b>



## OPP 2023 Calls for Service Billing Summary

### Elgin Group

Estimated costs for the period January 1 to December 31, 2023

Calls for Service Billing Workgroups	Calls for Service Count					2023 Average Time Standard	Total Weighted Time	% of Total Provincial Weighted Time	2023 Estimated Calls for Service Cost
	2018	2019	2020	2021	Four Year Average				
					A	B	C = A * B		
Note 1					Note 2		Note 3	Note 4	
Drug Possession	54	30	39	31	39	7.1	273	0.0153%	27,265
Drugs	13	11	9	10	11	68.0	731	0.0408%	72,912
Operational	2,580	2,383	2,641	2,514	2,530	3.8	9,612	0.5369%	958,733
Operational 2	1,217	1,509	660	585	993	1.4	1,390	0.0776%	138,627
Other Criminal Code Violations	107	151	133	118	127	7.5	954	0.0533%	95,191
Property Crime Violations	715	785	772	726	750	6.4	4,797	0.2679%	478,444
Statutes & Acts	303	401	428	455	397	3.4	1,349	0.0753%	134,547
Traffic	778	887	857	833	839	3.7	3,103	0.1733%	309,538
Violent Criminal Code	223	385	279	259	287	15.8	4,527	0.2528%	451,503
Total	5,990	6,542	5,818	5,531	5,970		26,737	1.4933%	\$2,666,760
Provincial Totals	Note 5	401,534	441,088	364,415	373,300	395,084	1,790,383	100.0%	\$178,576,909

### Notes to Calls for Service Billing Summary

- 1) Other criminal code violations related to occurrences considered largely administrative in nature, regarding attendance to a courthouse, have been removed from our list of billable occurrences, effective the 2023 billing year.
- 2) Displayed without decimal places, exact numbers used in calculations
- 3) Displayed to four decimal places, nine decimal places used in calculations
- 4) Total costs rounded to zero decimals
- 5) Provincial Totals exclude data for dissolutions and post-2019 municipal police force amalgamations

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## OPP 2023 Calls for Service Details

### Elgin Group

For the calendar years 2018 to 2021

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2018	2019	2020	2021	
<b>Grand Total</b>	<b>5,990</b>	<b>6,542</b>	<b>5,818</b>	<b>5,531</b>	<b>5,970.25</b>
Drug Possession	54	30	39	31	38.50
DRUG Operation - Master Code	0	0	2	0	0.50
Drug Related Occurrence	30	22	22	23	24.25
Poss of illicit over 30g dried cannabis (or equiv) adult	0	1	1	0	0.50
Possession - Cannabis	15	0	0	0	3.75
Possession - Cocaine	1	1	4	0	1.50
Possession - Heroin	0	0	0	1	0.25
Possession - Methamphetamine (Crystal Meth)	1	4	5	2	3.00
Possession – Opioid (other than heroin)	3	0	3	1	1.75
Possession - Other Controlled Drugs and Substances Act	4	2	1	3	2.50
Possession of > 5g dried cannabis (or equiv) youth	0	0	1	0	0.25
Possession/Sale/etc. for Production/Trafficking substance	0	0	0	1	0.25
Drugs	13	11	9	10	10.75
Cultivate/Propagate/Harvest cannabis by adult	0	2	1	1	1.00
Drug Operation - Commercial Grow Indoor	1	0	0	0	0.25
Drug Operation - Residential Grow Indoor	1	0	0	0	0.25
Drug Operation - Rural Grow	0	0	1	0	0.25
Import / Export - Other Drugs	1	0	0	0	0.25
Obtain, offer to obtain, alter or offer to alter cannabis	0	0	1	0	0.25
Other Cannabis Act	0	2	1	1	1.00
Possession of cannabis for purpose of selling	0	1	1	0	0.50
Production - Cannabis (Marihuana) (Cultivation)	4	0	0	0	1.00
Production - Other Controlled Drugs & Substances	1	0	0	0	0.25
Trafficking - Cannabis	1	0	0	0	0.25
Trafficking - Cocaine	0	2	1	1	1.00
Trafficking - Methamphetamine (Crystal Meth)	0	1	0	1	0.50
Trafficking – Opioid (other than heroin)	0	0	1	3	1.00
Trafficking - Other Controlled Drugs and Substances Act	4	3	2	3	3.00
Operational	2,580	2,383	2,641	2,514	2,529.50
Accident - non-MVC - Commercial	2	1	0	2	1.25
Accident - non-MVC - Construction Site	1	1	0	1	0.75
Accident - non-MVC - Industrial	1	1	1	0	0.75
Accident - non-MVC - Master Code	1	3	3	3	2.50
Accident - Non-MVC - Others	2	2	1	1	1.50
Accident - non-MVC - Residential	0	2	0	1	0.75
Alarm - Holdup	0	1	0	0	0.25
Alarm - Master Code	1	2	1	0	1.00
Alarm - Others	20	10	1	1	8.00
Animal - Bear Complaint	1	0	0	0	0.25
Animal - Bite	13	21	13	7	13.50
Animal - Dog Owners Liability Act	10	12	16	9	11.75
Animal - Injured	44	68	66	65	60.75
Animal - Left in Vehicle	7	7	3	7	6.00
Animal - Master Code	6	7	8	4	6.25

## OPP 2023 Calls for Service Details

### Elgin Group

For the calendar years 2018 to 2021

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2018	2019	2020	2021	
Animal - Other	103	69	15	15	50.50
Animal - Rabid	18	9	3	1	7.75
Animal - Stray	24	42	59	43	42.00
Assist Fire Department	25	12	22	10	17.25
Assist Public	473	213	324	307	329.25
Bomb Threat	0	1	0	0	0.25
By-Law - Master Code	2	3	14	11	7.50
Compassionate Message	1	0	0	0	0.25
Distressed / Overdue Motorist	4	6	8	7	6.25
Dogs By-Law	2	6	6	3	4.25
Domestic Disturbance	196	184	207	212	199.75
False Alarm - Warning Issued	1	1	0	0	0.50
False Fire Alarm - Building	3	3	1	0	1.75
False Fire Alarm - Other	0	1	0	0	0.25
False Fire Alarm - Vehicle	1	0	0	0	0.25
Family Dispute	142	167	223	195	181.75
Fire - Building	34	40	50	45	42.25
Fire - Master Code	2	0	2	0	1.00
Fire - Other	7	9	17	10	10.75
Fire - Vehicle	15	25	17	21	19.50
Fire Alarm - Master Code	0	1	0	0	0.25
Firearms (Discharge) By-Law	4	0	3	1	2.00
Fireworks By-Law	0	0	2	4	1.50
Found - Bicycles	7	4	2	0	3.25
Found - Computer, parts & accessories	0	1	0	0	0.25
Found - Gun	3	6	1	0	2.50
Found - Household Property	4	6	3	2	3.75
Found - License Plate	7	3	1	2	3.25
Found - Machinery & Tools	1	4	0	0	1.25
Found - Musical Instruments	0	1	0	0	0.25
Found - Office Machines & Equipment	0	1	0	0	0.25
Found - Others	24	23	9	3	14.75
Found - Personal Accessories	43	18	3	3	16.75
Found - Radio, TV, Sound-Reprod. Equip.	0	4	0	1	1.25
Found - Sporting Goods, Hobby Equip.	2	2	1	0	1.25
Found - Vehicle Accessories	0	1	0	1	0.50
Found Property - Master Code	36	54	107	136	83.25
Insecure Condition - Building	12	15	10	1	9.50
Insecure Condition - Master Code	1	10	15	7	8.25
Insecure Condition - Others	1	0	0	0	0.25
Insecure Condition - Vehicle	1	0	0	0	0.25
Loitering By-Law	0	0	3	1	1.00
Lost - Accessible Parking Permit	1	1	1	1	1.00
Lost - Domestic Appliances	1	0	0	0	0.25
Lost - Gun	3	3	0	2	2.00

# **OPP 2023 Calls for Service Details**

## **Elgin Group**

**For the calendar years 2018 to 2021**

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2018	2019	2020	2021	
Lost - Household Property	0	2	2	2	1.50
Lost - Jewellery	0	1	0	0	0.25
Lost - License Plate	10	8	5	11	8.50
Lost - Machinery & Tools	1	0	0	0	0.25
Lost - Musical Instruments	0	1	0	0	0.25
Lost - Others	13	5	5	4	6.75
Lost - Personal Accessories	19	16	3	10	12.00
Lost - Radio, TV, Sound-Reprod. Equip.	4	3	3	0	2.50
Lost - Sporting Goods, Hobby Equip.	1	1	0	0	0.50
Lost - Vehicle Accessories	0	0	0	1	0.25
Lost Property - Master Code	23	35	41	35	33.50
Medical Assistance - Master Code	1	1	0	1	0.75
Medical Assistance - Other	2	2	3	1	2.00
Missing Person - Master Code	2	1	1	1	1.25
Missing Person 12 & older	20	32	15	13	20.00
Missing Person Located 12 & older	29	24	14	21	22.00
Missing Person Located Under 12	3	6	5	6	5.00
Missing Person under 12	5	9	4	1	4.75
Neighbour Dispute	177	122	210	240	187.25
Noise By-Law	4	6	7	4	5.25
Noise Complaint - Animal	18	7	9	19	13.25
Noise Complaint - Business	8	10	2	0	5.00
Noise Complaint - Master Code	4	28	139	150	80.25
Noise Complaint - Others	19	11	11	11	13.00
Noise Complaint - Residence	62	63	7	6	34.50
Noise Complaint - Vehicle	5	6	0	1	3.00
Other Municipal By-Laws	38	47	57	36	44.50
Overdose/Suspected Overdose	1	0	0	0	0.25
Phone - Master Code	0	30	31	35	24.00
Phone - Nuisance - No Charges Laid	26	22	25	23	24.00
Phone - Obscene - No Charges Laid	0	1	1	1	0.75
Phone - Other - No Charges Laid	23	27	10	10	17.50
Phone - Text-related incident	1	2	2	1	1.50
Phone - Threatening - No Charges Laid	2	2	4	3	2.75
Protest - Demonstration	0	1	0	0	0.25
Smoking By-Law	0	0	1	0	0.25
Sudden Death - Accidental	2	1	1	1	1.25
Sudden Death - Drowning	4	0	0	0	1.00
Sudden Death - Master Code	3	0	0	0	0.75
Sudden Death - Natural Causes	43	39	29	40	37.75
Sudden Death - Others	13	7	7	4	7.75
Sudden Death - Suicide	6	3	8	5	5.50
Suspicious Package	2	0	0	1	0.75
Suspicious Person	232	246	268	258	251.00
Suspicious Substance / Odour	1	0	0	0	0.25

## OPP 2023 Calls for Service Details

### Elgin Group

For the calendar years 2018 to 2021

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2018	2019	2020	2021	
Suspicious vehicle	249	286	272	224	257.75
Taxi By-Law	0	0	0	1	0.25
Traffic By-Law	13	14	6	9	10.50
Trouble with Youth	71	84	80	67	75.50
Unwanted Persons	35	48	67	69	54.75
Vehicle Recovered - All Terrain Vehicles	4	4	1	0	2.25
Vehicle Recovered - Automobile	29	14	22	18	20.75
Vehicle Recovered - Master Code	3	1	1	2	1.75
Vehicle Recovered - Other	5	3	3	2	3.25
Vehicle Recovered - Trucks	30	14	16	12	18.00
Overdose/Suspected Overdose -Opioid Related	1	0	1	5	1.75
Sudden Death - Apparent Overdose/Overdose	0	0	0	2	0.50
Swatting - Phone	0	0	0	1	0.25
Operational 2	1,217	1,509	660	585	992.75
911 call - Dropped Cell	93	414	77	80	166.00
911 call / 911 hang up	573	457	147	122	324.75
911 hang up - Pocket Dial	119	224	2	6	87.75
False Alarm - Accidental Trip	80	52	2	1	33.75
False Alarm - Cancelled	85	50	4	0	34.75
False Alarm - Malfunction	68	36	1	0	26.25
False Alarm - Others	89	140	253	222	176.00
False Holdup Alarm - Accidental Trip	2	8	15	20	11.25
False Holdup Alarm - Malfunction	1	0	0	0	0.25
Keep the Peace	107	128	159	134	132.00
Other Criminal Code Violations	107	151	133	118	127.25
Animals - Cruelty	1	3	0	4	2.00
Animals - Kill or injure	0	3	0	2	1.25
Animals - Others	0	2	1	2	1.25
Bail Violations - Fail To Comply	22	52	40	41	38.75
Bail Violations - Master Code	0	2	2	4	2.00
Bail Violations - Others	2	4	6	2	3.50
Bail Violations - Recognizance	2	3	6	1	3.00
Breach of Probation	15	9	11	5	10.00
Child Pornography - Making or distributing	1	1	1	2	1.25
Child Pornography - Master Code	1	0	2	0	0.75
Child Pornography - Other	0	0	1	0	0.25
Child Pornography - Possess child pornography	0	2	1	2	1.25
Common nuisance	0	1	0	1	0.50
Contraband Tobacco	3	1	0	1	1.25
Counterfeit Money - Master Code	1	0	0	0	0.25
Counterfeit Money - Others	2	4	1	0	1.75
Disobey court order / Misconduct executing process	2	3	6	4	3.75
Disturb the Peace	14	16	16	8	13.50
Indecent acts - exposure to person under 14	0	0	2	1	0.75
Indecent acts - Master Code	3	2	3	4	3.00

## OPP 2023 Calls for Service Details

### Elgin Group

For the calendar years 2018 to 2021

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2018	2019	2020	2021	
Indecent acts - Other	5	1	3	3	3.00
Libel - Extortion	1	0	0	0	0.25
Nudity - public/private property	1	0	0	0	0.25
Obstruct Justice / Fabricate Evidence	0	0	0	1	0.25
Obstruct Public Peace Officer	3	2	2	3	2.50
Offensive Weapons - Careless use of firearms	3	7	3	2	3.75
Offensive Weapons - Carry concealed	0	0	0	1	0.25
Offensive Weapons - In Vehicle	1	1	0	2	1.00
Offensive Weapons - Other Offensive Weapons	1	2	2	0	1.25
Offensive Weapons - Other Weapons Offences	1	5	2	4	3.00
Offensive Weapons - Possession of Weapons	5	7	2	3	4.25
Offensive Weapons - Prohibited	1	1	3	1	1.50
Offensive Weapons - Restricted	0	0	0	2	0.50
Offensive Weapons - Weapons Trafficking	0	0	0	1	0.25
Other Criminal Code * Sec. 78 - Sec. 96	2	0	0	0	0.50
Personate Peace Officer	0	0	1	0	0.25
Possess Firearm while prohibited	1	1	3	0	1.25
Possession of Burglary Tools	2	3	1	0	1.50
Possession Of Counterfeit Money	1	0	1	0	0.50
Prostitution - Communicate to provide sexual services	0	0	1	1	0.50
Public Mischief - mislead peace officer	1	0	0	5	1.50
Public Morals	0	1	0	0	0.25
Trespass at Night	4	7	4	4	4.75
Utter Threats to damage property	1	3	4	1	2.25
Utter Threats to Property / Animals	0	1	2	0	0.75
Uttering Counterfeit Money	2	0	0	0	0.50
Offences Against the Person and Reputation (Part VIII CC)	1	0	0	0	0.25
All Other Criminal Code (includes Part XII.1 CC)	1	1	0	0	0.50
Property Crime Violations	715	785	772	726	749.50
Arson - Building	1	1	3	0	1.25
Arson - Master Code	1	0	0	0	0.25
Arson - Others	0	0	2	0	0.50
Break & Enter	104	153	96	102	113.75
Break & Enter - Firearms	2	6	0	2	2.50
Break & Enter - steal firearm from motor vehicle	0	1	0	0	0.25
False Pretence - Other	1	2	0	0	0.75
Fraud - Account closed	0	1	1	3	1.25
Fraud - False Pretence Under \$5,000	7	7	9	4	6.75
Fraud - Forgery & Uttering	2	3	8	0	3.25
Fraud - Fraud through mails	2	4	11	4	5.25
Fraud - Master Code	16	10	14	19	14.75
Fraud - Money/property/security Over \$5,000	5	12	13	13	10.75
Fraud - Money/property/security Under \$5,000	40	40	26	27	33.25
Fraud - Other	27	38	49	54	42.00
Fraud - Steal/Forge/Poss./Use Credit Card	8	12	6	7	8.25

## OPP 2023 Calls for Service Details

### Elgin Group

For the calendar years 2018 to 2021

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2018	2019	2020	2021	
Fraud - Transportation	0	2	0	1	0.75
Fraud - Welfare benefits	0	1	0	0	0.25
Identity Fraud	3	1	8	8	5.00
Identity Theft	0	0	0	1	0.25
Interfere with lawful use, enjoyment of property	7	10	8	4	7.25
Mischief - Master Code	106	110	129	101	111.50
Mischief Graffiti - Non-Gang Related	2	6	4	3	3.75
Mischief with Data	0	1	0	1	0.50
Personation with Intent (fraud)	2	2	4	6	3.50
Possession of Stolen Goods over \$5,000	3	8	9	9	7.25
Possession of Stolen Goods under \$5,000	10	7	4	6	6.75
Property Damage	30	23	31	38	30.50
Theft from Motor Vehicles Over \$5,000	4	0	1	2	1.75
Theft from Motor Vehicles Under \$5,000	74	79	66	44	65.75
Theft of - All Terrain Vehicles	11	12	4	8	8.75
Theft of - Automobile	11	10	14	15	12.50
Theft of - Construction Vehicles	0	0	1	0	0.25
Theft of - Farm Vehicles	0	0	2	1	0.75
Theft of - Motorcycles	3	5	6	2	4.00
Theft of - Other Motor Vehicles	3	4	0	2	2.25
Theft of - Snow Vehicles	0	0	1	0	0.25
Theft of - Trucks	29	21	23	18	22.75
Theft of Motor Vehicle	24	28	46	46	36.00
Theft Over \$5,000 - Construction Site	2	0	0	1	0.75
Theft Over \$5,000 - Building	0	0	1	0	0.25
Theft Over \$5,000 - Farm Agricultural Produce	0	3	0	1	1.00
Theft Over \$5,000 - Farm Equipment	0	1	0	0	0.25
Theft Over \$5,000 - Mail	0	3	2	1	1.50
Theft Over \$5,000 - Master Code	3	3	3	4	3.25
Theft Over \$5,000 - Other Theft	8	4	1	6	4.75
Theft Over \$5,000 - Persons	0	0	0	1	0.25
Theft Over \$5,000 - Trailers	4	4	5	4	4.25
Theft Over \$5,000 - Truck Load	0	0	0	1	0.25
Theft Under \$5,000 - Bicycles	8	4	4	3	4.75
Theft Under \$5,000 - Boat (Vessel)	0	0	1	0	0.25
Theft Under \$5,000 - Boat Motor	0	1	1	1	0.75
Theft Under \$5,000 - Building	4	4	4	3	3.75
Theft Under \$5,000 - Construction Site	3	2	4	2	2.75
Theft Under \$5,000 - Farm Agricultural Produce	3	2	3	0	2.00
Theft Under \$5,000 - Farm Equipment	2	1	2	2	1.75
Theft Under \$5,000 - Gasoline Drive-off	34	27	22	32	28.75
Theft Under \$5,000 - Master Code	23	17	24	30	23.50
Theft Under \$5,000 - Mining Product	1	0	1	0	0.50
Theft Under \$5,000 - Other Theft	64	67	73	65	67.25
Theft Under \$5,000 - Persons	4	13	3	2	5.50



# **OPP 2023 Calls for Service Details**

## **Elgin Group**

**For the calendar years 2018 to 2021**

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2018	2019	2020	2021	
Theft Under \$5,000 - Trailers	6	2	6	2	4.00
Theft Under \$5,000 Shoplifting	5	2	9	11	6.75
Trafficking in Stolen Goods over \$5,000	1	2	0	0	0.75
Trafficking in Stolen Goods under \$5,000	1	1	0	1	0.75
Unlawful in a dwelling house	0	1	4	1	1.50
Willful act / Omission likely to cause mischief	1	1	0	1	0.75
Statutes & Acts	303	401	428	455	396.75
Custody Dispute	2	2	5	11	5.00
Family Law Act - Custody/Access order	0	0	0	2	0.50
Family Law Act - Other	0	0	0	1	0.25
Landlord / Tenant	47	58	70	75	62.50
Mental Health Act	55	87	63	88	73.25
Mental Health Act - Attempt Suicide	30	22	12	16	20.00
Mental Health Act - No contact with Police	5	7	14	4	7.50
Mental Health Act - Placed on Form	16	17	22	14	17.25
Mental Health Act - Threat of Suicide	36	64	60	56	54.00
Mental Health Act - Voluntary Transport	31	21	32	22	26.50
Trespass To Property Act	81	123	140	139	120.75
Mental Health Act - Apprehension	0	0	10	27	9.25
Traffic	778	887	857	833	838.75
MVC - Fatal (Motor Vehicle Collision)	3	5	8	6	5.50
MVC - Others (Motor Vehicle Collision)	5	3	0	6	3.50
MVC - Pers. Inj. Failed to Remain (Motor Vehicle Collision)	0	2	1	1	1.00
MVC - Personal Injury (Motor Vehicle Collision)	40	49	81	74	61.00
MVC - Prop. Dam. Failed to Remain (Motor Vehicle Collision)	35	20	31	33	29.75
MVC - Prop. Dam. Non Reportable (Motor Vehicle Collision)	338	299	299	137	268.25
MVC - Prop. Dam. Reportable (Motor Vehicle Collision)	351	505	434	573	465.75
MVC (Motor Vehicle Collision) - Master Code	5	4	3	3	3.75
Road Rage	1	0	0	0	0.25
Violent Criminal Code	223	385	279	259	286.50
Aggravated Assault - Level 3	0	1	0	2	0.75
Arson - Disregard for Human Life	0	0	1	0	0.25
Assault - Level 1	106	214	138	105	140.75
Assault Peace Officer	1	1	1	0	0.75
Assault Peace Officer with weapon OR cause bodily harm	0	1	0	1	0.50
Assault With Weapon or Causing Bodily Harm - Level 2	24	23	25	19	22.75
Attempted Murder	0	0	1	0	0.25
Criminal Harassment	18	43	18	24	25.75
Criminal Harassment - Offender Unknown	0	1	0	0	0.25
Criminal Negligence Causing Death	0	0	0	1	0.25
Extortion	0	1	2	5	2.00
Forcible confinement	2	1	5	1	2.25
Indecent / Harassing Communications	6	11	12	15	11.00
Invitation to Sexual Touching	2	0	0	0	0.50
Kidnapping	0	0	0	1	0.25

## OPP 2023 Calls for Service Details

### Elgin Group

For the calendar years 2018 to 2021

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2018	2019	2020	2021	
Murder 1st Degree	0	1	0	1	0.50
Non-Consensual Distribution of Intimate Images	0	0	1	1	0.50
Other Assaults / Admin Noxious thing	0	0	0	1	0.25
Pointing a Firearm	0	0	0	1	0.25
Procuring a person under the age of 18 years	0	1	0	0	0.25
Robbery - Master Code	2	0	0	0	0.50
Robbery - Other	1	1	0	0	0.50
Robbery - With Threat of Violence	0	0	1	5	1.50
Sexual Assault	18	29	34	28	27.25
Sexual Assault With a Weapon	1	0	0	2	0.75
Sexual Exploitation	0	1	1	0	0.50
Sexual Interference	6	5	5	9	6.25
Sexual offence occurring prior to January 4, 1983	0	0	0	1	0.25
Utter Threats - Master Code	4	2	5	6	4.25
Utter Threats to Person	31	47	28	28	33.50
Utter Threats to Person - Government Employee	1	0	0	1	0.50
Utter Threats to Person - Police Officer	0	1	0	0	0.25
Voyeurism	0	0	1	1	0.50

# OPP 2023 Estimated Court Security Cost Summary

## Elgin Group

Estimated costs for the period January 1 to December 31, 2023

### 2022 Cost-Recovery Formula

#### Salaries and Benefits

		Positions	\$/FTE	Total \$
<b>Uniform Members</b>	<b>Note 1</b>			
Part-Time Constable . . . . .		0.86	86,136	73,928
<b>Total Uniform Salaries</b>		<b>0.86</b>		<b>73,928</b>
Shift Premiums . . . . .			1,111	954
Uniform Benefits - Part-Time Salaries. . . . .			15.55%	11,496
<b>Total Uniform Salaries &amp; Benefits</b>				<b>86,377</b>
<b>Support Costs - Salaries and Benefits</b>	<b>Note 2</b>			
Communication Operators . . . . .			6,698	5,749
Prisoner Guards . . . . .			2,074	1,780
Operational Support . . . . .			5,604	4,810
RHQ Municipal Support . . . . .			2,713	2,328
Telephone Support . . . . .			131	112
Office Automation Support . . . . .			680	584
Mobile and Portable Radio Support . . . . .			250	215
<b>Total Support Staff Salaries and Benefits Costs</b>				<b>15,578</b>
<b>Total Salaries &amp; Benefits</b>				<b>101,955</b>
<b>Other Direct Operating Expenses</b>	<b>Note 2</b>			
Communication Centre . . . . .			147	126
Operational Support . . . . .			991	851
RHQ Municipal Support . . . . .			122	105
Telephone . . . . .			1,496	1,284
Mobile Radio Equipment Repairs & Maintenance . . . . .			56	96
Office Automation - Uniform . . . . .			2,282	1,959
Vehicle Usage . . . . .			8,999	7,724
Detachment Supplies & Equipment . . . . .			406	348
Uniform & Equipment . . . . .			2,105	3,613
<b>Total Other Direct Operating Expenses</b>				<b>16,105</b>
<b>Total 2023 Estimated Court Security Cost</b>				<b>\$ 118,060</b>
<b>Total OPP-Policed Properties</b>				<b>19,258</b>
<b>Cost Per Property</b>				<b>\$ 6.13</b>

**OPP 2023 Estimated Court Security Cost Summary**  
**Elgin Group**  
**Estimated costs for the period January 1 to December 31, 2023**

**Notes:**

- 1) Full-time equivalents (FTEs) are based on staffing required to provide court security based on the 2021 activity levels and requirements determined by servicing detachment staff. Salary rates are based on weighted average rates for municipal detachment staff by rank, level and classification. The 2023 salaries were estimated based on the 2022 rates set in the 2019 to 2022 OPPA Uniform and Civilian Collective Agreements with an estimated overall general salary rate increase of 1.0% for 2023 applied. The benefit rates are based on the most recent rates set by the Treasury Board Secretariat, (2022-23). Statutory Holiday Payouts, Shift Premiums, and Benefit costs are subject to reconciliation.
- 2) Support Staff Costs and Other Direct Operating Expenses for uniform FTEs are calculated on a per FTE basis as per rates set in the 2022 Municipal Policing Cost-Recovery Formula.
- 3) There was no information available about the status of 2023 Court Security Prisoner Transportation Grant Program at the time of the Annual Billing Statement preparation.

## OPP 2021 Reconciled Year-End Summary

### Elgin Group

Reconciled cost for the period January 1 to December 31, 2021

			<b>Cost per Property \$</b>	<b>Total Cost \$</b>
<b>Base Service</b>	<b>Property Counts</b>			
	Household	18,079		
	Commercial and Industrial	885		
	Total Properties	<u>18,964</u>	179.62	3,406,285
<b>Calls for Service</b>				
	Total all municipalities	170,324,197		
	Municipal portion	1.4900%	133.82	2,537,780
<b>Overtime</b>			15.26	289,478
<b>Court Security</b>	(see summary)		6.01	114,055
<b>Prisoner Transportation</b>	(per property cost)		1.18	22,378
<b>Accommodation/Cleaning Services</b>	(per property cost)		<u>4.75</u>	<u>90,079</u>
<b>Total 2021 Reconciled Costs</b>			<u><b>340.65</b></u>	<u><b>6,460,054</b></u>
<b>2021 Billed Amount</b>				<u><b>6,395,818</b></u>
<b>2021 Year-End-Adjustment</b>				<u><b>64,236</b></u>

### Note

The Year-End Adjustment above is included as an adjustment on the 2023 Billing Statement.  
This amount is incorporated into the monthly invoice amount for 2023.

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**OPP 2021 Reconciled Court Security Cost Summary**  
**Elgin Group**  
Reconciled costs for the period January 1 to December 31, 2021

**2020 Cost-Recovery Formula**

**Salaries and Benefits**

		<b>Positions</b>	<b>\$/FTE</b>	<b>Total \$</b>
<b>Uniform Members</b>	<b>Note 1</b>			
Part-Time Constable .....		0.86	83,335	71,524
<b>Total Uniform Salaries</b>		<b>0.86</b>		<b>71,524</b>
Shift Premiums .....			1,111	954
Uniform Benefits - Part-Time Salaries.....			15.15%	10,836
<b>Total Uniform Salaries &amp; Benefits</b>				<b>83,314</b>
<b>Support Costs - Salaries and Benefits</b>	<b>Note 2</b>			
Communication Operators .....			6,940	5,956
Prisoner Guards .....			1,853	1,590
Operational Support .....			5,129	4,402
RHQ Municipal Support .....			2,647	2,272
Telephone Support .....			120	103
Office Automation Support .....			673	578
Mobile and Portable Radio Support .....			264	227
<b>Total Support Staff Salaries and Benefits Costs</b>				<b>15,128</b>
<b>Total Salaries &amp; Benefits</b>				<b>98,441</b>
<b>Other Direct Operating Expenses</b>	<b>Note 2</b>			
Communication Centre .....			165	142
Operational Support .....			742	637
RHQ Municipal Support .....			148	127
Telephone .....			1,456	1,250
Mobile Radio Equipment Repairs & Maintenance .....			39	67
Office Automation - Uniform .....			2,603	2,234
Vehicle Usage .....			8,294	7,119
Detachment Supplies & Equipment .....			502	431
Uniform & Equipment .....			2,102	3,608
<b>Total Other Direct Operating Expenses</b>				<b>15,613</b>
<b>Total 2021 Reconciled Court Security Cost</b>				<b>\$ 114,055</b>
<b>Total OPP-Policed Properties</b>				18,964
<b>Cost Per Property</b>				<b>\$ 6.01</b>

## **OPP 2021 Reconciled Court Security Cost Summary**

### **Elgin Group**

**Reconciled costs for the period January 1 to December 31, 2021**

#### **Notes:**

- 1) Full-time equivalents (FTEs) are based on staffing required to provide court security based on the 2021 activity levels and requirements determined by servicing detachment staff. The COVID pandemic restrictions may have significantly reduced the court security requirements for the municipality.  
Salary rates are based on weighted average rates for municipal detachment staffing by rank, level and classification. The 2021 salaries incorporate the January 1, 2021 general salary rate increases set in the 2019 to 2022 OPPA Uniform and Civilian Collective Agreements, (1.00% in January 2021 and 0.97% in July 2021 for Uniform and 1.00% for Civilian). The benefit rates are based on the most recent rates set by the Treasury Board Secretariat, (2021-2022).
- 2) Support Staff Costs and Other Direct Operating Expenses for uniform FTEs are calculated on a per FTE basis as per rates set in the 2020 Municipal Policing Cost-Recovery Formula.
- 3) The Municipality's remaining grant credit from the Ministry's 2022 Court Security Prisoner Transportation Grant Program is subject to an adjustment if the 2021 grant allocation is more than the 2021 reconciled costs.  
There was no information available about the status of 2023 Court Security Prisoner Transportation Grant Program at the time of the Annual Billing Statement preparation.





## TOWNSHIP OF SOUTHWOLD

### Report to Council

**MEETING DATE:** October 11, 2022

**PREPARED BY:** Michele Lant, Treasurer

**REPORT NO:** FIN 2022-18

**SUBJECT MATTER: Tax Incentive Adjustment Applications**

---

#### **Recommendation:**

That Council approves the total adjustment of taxes for 2022 tax year resulting from Municipal Act, Tax Incentive Adjustment applications, as presented, in the amount of \$7,355.27.

#### **Purpose:**

The purpose of this report is to seek approval from Council to process, or to deny, Tax Incentive Adjustments of taxes for the 2022 taxation year as presented.

#### **Background:**

Reductions to assessment can be pursued by any taxpayer under the various provisions of Tax Incentive Programs. MPAC's role is to provide the municipality with the information it needs to enable municipal Council to determine whether a tax refund, cancellation, reduction or increase is warranted. Approved applications result in tax adjustments according to the amount of the assessment reduction. A municipal Council can decline to approve applications made under this section. A taxpayer then has the option of taking the application further to the Assessment Review Board where all parties can argue their position.

#### **Comments/Analysis:**

The detailed adjustment reports are attached as Appendix "A".

The following chart summarizes the recommended adjustments.

Year	Type	Township	County	Education	Total
2022	Tax Incentive Adjustments	\$2,945.67	\$3,571.93	\$837.67	\$7,355.27
	<b>Total</b>	<b>\$2,945.67</b>	<b>\$3,571.93</b>	<b>\$837.67</b>	<b>\$7,355.27</b>

Council can take the position of denying any Tax Incentive Adjustment application. If denied, this report must be deferred and brought back to a future meeting. Notice is to be provided to applicants with adjustments that have been denied, at least 14 days before the meeting date to allow applicants representation during that future meeting.

Section 357(3) of the Assessment Act states that an application must be filed with the Treasurer on or before February 28 of the year following the year in respect of which the application is made. All applications included in this report were made within the regulated deadline.

### Financial Implications:

County and School Board balances for applications made within legislated deadlines are recoverable from the County and School Boards. The Township portion of the tax adjustments are \$2,945.67.

### 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:**  
**Michele Lant, Treasurer**  
**"Submitted electronically"**

**Approved by:**  
**Jeff Carswell, CAO/Clerk**  
**"Approved electronically"**

2022.08.26 8.0 9759  
 Run Date: 2022-10-05 04:30PM  
 Business Date: 2022-10-05

Township Of Southwold  
 2022 SUPPLEMENTAL BILLING CALCULATIONS

34-24-000-001-05600-0000 TO 34-24-000-001-05600-0000

Page: 1

	Assessment	Total	General	County	No Support	Eng Pub.	Eng Sep.	Fre Pub.	Fre Sep.	Protestant
F T 2022-01-01: 000-001-05600	730,000	2,226.05	879.88	1,066.94	0.00	279.23	0.00	0.00	0.00	0.00
TOTAL FARMLAND		2,226.05	879.88	1,066.94	0.00	279.23	0.00	0.00	0.00	0.00

R T 2022-01-01: 000-001-05600	-730,000	-9,581.32	-3,825.55	-4,638.87	0.00	-1,116.90	0.00	0.00	0.00	0.00
TOTAL RESIDENTIAL		-9,581.32	-3,825.55	-4,638.87	0.00	-1,116.90	0.00	0.00	0.00	0.00

Category Totals:		-7,355.27	-2,945.67	-3,571.93	0.00	-837.67	0.00	0.00	0.00	0.00
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Supplemental Billing Total:	-7,355.27	Demand Date: 2022-09-23	
		Due: 2022-10-31	-7,355.27
Net Adjustments	0.00	2022-12-16	
Net Billing Amount:	-7,355.27		
Number of Bills Generated:	1		



## TOWNSHIP OF SOUTHWOLD

### Report to Council

**MEETING DATE:** October 11<sup>th</sup> 2022

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

**REPORT NO:** CBO 2022-12

**SUBJECT MATTER: Activity Report September 2022**

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**Recommendation(s):**

None – For Council Information.

**Purpose:**

The update Council on monthly activities since last report

**Background:**

**1. 2018/2022 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	Installation Sept 07
Barrier/Bollards to protect playground and septic system	15000.00	Waiting for quote

**Comments/Analysis Building:**

See attached permit comparison report Schedule A CBO 2022-12 for comparison report October.

**Comments/Analysis Parks:**

Some vandalism was done at Shedden open space park (lights broken and toilet paper holders broken off stalls) around Sept 22, 2022 damage was estimated between \$1,500.00 and \$3,000.00 a police report was completed and filed.

**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:**  
**Corey Pemberton,**  
**Director of Building and**  
**Community Services**  
**"Submitted electronically"**

**Approved by:**  
**Jeff Carswell, CAO/Clerk**  
**"Approved electronically"**

 <b>TOWNSHIP OF Southwold</b>				Township of Southwold			
				Permit Comparison Summary			
				Issued For Period January - September			
Current Year				Previous Year			
PERMIT CATEGORY	PERMIT COUNT	FEE	COST OF CONSTRUCTION	PERMIT CATEGORY	PERMIT COUNT	FEE	COST OF CONSTRUCTION
Accessory structures	40	8,018	1,910,175	Accessory structures	35	8,353	1,061,095
Agricultural	11	16,243	3,464,289	Agricultural	16	22,363	4,395,600
Change of Use		-	-	Change of Use	1	150	1
Commercial		-	-	Commercial		-	-
Demolition	8	1,050	73,500	Demolition	4	600	27,001
Heating		-	-	Heating		-	-
Industrial Building	2	192,198	16,016,458	Industrial Building	4	1,445,400	600,450,000
Institutional Building	2	5,431	2,767,900	Institutional Building	1	6,210	517,540
Miscellaneous	7	1,050	41,000	Miscellaneous	9	967	445,750
Plumbing	26	1,650	175,700	Plumbing	10	1,350	56,200
Pools	24	3,450	1,553,691	Pools	21	1,950	1,076,325
Residential Building	83	202,587	53,511,201	Residential Building	114	224,506	64,118,922
Sewage System	27	9,900	727,375	Sewage system	20	9,200	372,675
Signs	1	1,320	-	Signs	-	-	-
Combined Use	1	-	-	Combined Use	-	-	-
<b>TOTAL</b>	<b>232</b>	<b>442,896</b>	<b>80,241,289</b>	<b>TOTAL</b>	<b>235</b>	<b>1,721,049</b>	<b>672,521,109</b>
Current Year				Previous Year			
TOTAL PERMIT ISSUED		232			235		
TOTAL DWELLING UNITS CREATED		63			103		
TOTAL PERMIT VALUE		80,241,289			672,521,109		
TOTAL PERMIT FEE		442,896			1,721,049		
TOTAL INSPECTION COMPLETED(YTD)		1748			1940		
YTD (Sept 2021 TO Sept 2022)							
Current Year				Previous Year			
2021	PERMIT COUNT	FEE	COST OF CONSTRUCTION	2022	PERMIT COUNT	FEE	COST OF CONSTRUCTION
Accessory structures	5	454	495,000	Accessory structures	1	1,286	10,000
Agricultural	-			Agricultural		353	
Change of Use	-			Change of Use			
Commercial	-			Commercial			
Demolition	3		23,500	Demolition		150	
Heating	-			Heating			
Industrial Building	-	65,703		Industrial Building			
Institutional Building	-			Institutional Building			
Miscellaneous				Miscellaneous		150	
Plumbing	2	150	8,000	Plumbing	3		9,000
Pools		300		Pools	3	150	280,000
Residential Building	5	11,203	2,490,000	Residential Building	28	36,418	15,983,000
Sewage System	4	500	52,875	Sewage System	4	1,000	59,375
Signs	-	1,320		Signs			
Combine Use				Combined Use			
<b>TOTAL</b>	<b>19</b>	<b>79,630</b>	<b>3,069,375</b>	<b>TOTAL</b>	<b>39</b>	<b>39,507</b>	<b>16,341,375</b>



## TOWNSHIP OF SOUTHWOLD

### Report to Council

**MEETING DATE:** October 11<sup>th</sup> 2022

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

**REPORT NO:** CBO 2022-13

**SUBJECT MATTER: Lease agreement Shedden Library**

---

#### **Recommendation:**

That Council approve the attached Lease Agreement with the County of Elgin for the Southwold Township Library, Shedden and instruct staff to bring forward a by-law to adopt the agreement.

#### **Purpose:**

To provide information and a copy of the lease agreement to council for approval. See attached copy of lease agreement Schedule A CBO-2022-13

#### **Background:**

Elgin County has decided to stream line the lease agreements across the entire county. There are no major changes to the agreement except for an increase in the amount of rent.

#### **Comments/Analysis:**

Staff have reviewed the proposed agreement and it generally reflects the current arrangements for the County library space. The standard lease has been agreed to by most Elgin municipalities to date. Staff recommends approval of the lease agreement.

#### **Financial Implications:**

The amount of rent received by the Township will increase from \$50,988/yr to \$62,169/yr.

#### **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:**  
**Corey Pemberton,**  
**Director of Building and**  
**Community Services**  
**"Submitted electronically"**

**Approved by:**  
**Jeff Carswell, CAO/Clerk**  
**"Approved electronically"**

THIS LEASE made in triplicate this \_\_\_\_ day of \_\_\_\_\_, 2022 (pursuant to the *Commercial Tenancies Act*, R.S.O. 1990, c. L. 7)

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

(the "Lessor")

OF THE FIRST PART

-AND-

CORPORATION OF THE COUNTY OF ELGIN

("Elgin")

OF THE SECOND PART

WHEREAS:

- A. The Lessor is a duly incorporated local municipality in the province of Ontario, incorporated pursuant to the *Municipal Act, 2001* R.S.O. 2001 c. M. 25 (the "*Municipal Act, 2001*");
- B. Elgin is a duly incorporated upper tier municipality in the province of Ontario, incorporated pursuant to the *Municipal Act, 2001*.
- C. The Lessor is the owner of certain lands known municipally as 35921 Talbot Line, Shedden, Ontario, which lands are more particularly described in Schedule "A" hereto (hereinafter referred to as the "Lands");
- D. Situated upon the Lands is a premises locally known as the Southwold Township Library, Shedden as part of the Keystone Community Complex; and
- E. The Lessor has agreed to lease a portion of the said premises located upon the Lands to Elgin on the terms and conditions set forth in this Agreement.

NOW THEREFORE in consideration of the rents, covenants, and agreements contained herein on the part of Elgin to be paid, observed, and performed, the sufficiency of which is hereby acknowledged by the parties, the Lessor and Elgin agree as follows:

### Definitions

1. In addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:

"Agreement" means this Lease Agreement, as it may be confirmed, amended, modified, supplemented or restated by written agreement between the Parties.

“Annual CPI Adjustment” means an annual adjustment to the amount of the annual rent compared to the previous year, in an amount equivalent to the increase, if any, to the rate of inflation as determined by the Ontario Consumer Price Index. The Annual CPI Adjustment shall commence in 2024 and occur by March 31<sup>st</sup> in each year of the Term of this Agreement thereafter, following the annual CPI rate for the previous year becoming available from the Province of Ontario, and shall be applied retroactively to January 1<sup>st</sup> of each year of this Agreement beginning in 2024.

“Business Day” means any day excluding Saturday, Sunday or a statutory holiday in the Province of Ontario.

“Community Partners” means the governmental agencies, community groups/agencies, not-for-profit and charitable organizations or facility rental user(s) selected by Elgin in its sole and absolute discretion to have access to the Leased Premises, as defined in Section 2 of this Agreement.

“Library Services” means all programs and social services delivered by Elgin and its Community Partners from the Leased Premises.

“Parties” means the Lessor and Elgin collectively and “Party” means any one of them.

“Trade Fixtures” means its common law definition and includes but is not limited to shelving installed for library operations.

## **Premises**

2. The Lessor doth demise and lease unto Elgin and Elgin doth lease and take from the Lessor, for the purpose of operating a library including providing Library Services, for the term herein described and upon the terms and conditions set out in this Agreement, a portion of the premises located upon the Lands, which premises are comprised of approximately three-thousand, six-hundred and fifty-seven (3,657) square feet of useable interior space and more particularly shown in the sketch attached hereto as Schedule “B” (hereinafter referred to as the “Leased Premises”).
3. In addition to the Leased Premises, the Lessor grants unto Elgin and Elgin takes from the Lessor, rights and areas of access and rights thereto:
  - a. In common with employees of the Lessor, the right to utilize employee facilities located upon the Lands and the premises located thereon;
  - b. The right of its servants, agents, employees, and invitees to pass and re-pass through and/or over the public hallways, corridors, driveways, and parking areas, if any, located upon the Lands and associated with the premises located thereon; and
  - c. The right of its servants, agents, employees, and invitees to utilize parking facilities, if any, located upon the Lands and associated with the premises located thereon.

- d. The right, subject to normal reservation protocols of the Lessor, have access to and be permitted to use the community activity room and/or pavilion for specialized library programs at no cost whatsoever, provided that Elgin is paid up to date with regard to the annual rent payment(s) described in sections 8 and 9 of this Agreement.
4. The Leased Premises and associated areas of access and use are highlighted on the sketches attached as Schedule "B" hereto.

## **TERM**

5. Subject to any renewal or termination provisions of this Agreement, the term of this Agreement shall be for five (5) years commencing on January 1, 2023 and ending on December 31, 2027.

## **RENEWAL**

6. If Elgin pays all rents hereinafter set forth and further observes and performs all other covenants, obligations, and provisions as hereinafter set forth, the Lessor shall grant to Elgin a renewal of lease of the Leased Premises and associated areas of use and access for a further five (5) year period commencing on January 1, 2028 and ending on December 31, 2032, provided that the said renewal of lease shall only be granted if Elgin shall have delivered a written request to grant such renewal of lease to the Lessor on or before September 30, 2027, provided further that the terms and conditions of such renewal of lease shall be the same terms and conditions set forth in this Agreement save and except with respect to this right of renewal of lease and as to the amount of annual rent, the amount of such annual rent to be negotiated and agreed to by the parties hereto;
7. If Elgin pays all rents hereinafter set forth and further observes and performs all other covenants, obligations, and provisions as hereinafter set forth, the Lessor shall grant to Elgin a renewal of lease of the Leased Premises and associated areas of use and access for a further five (5) year period commencing on January 1, 2033 and ending on December 31, 2037, provided that the said renewal of lease shall only be granted if Elgin shall have delivered a written request to grant such renewal of lease to the Lessor on or before September 30, 2032, provided further that the terms and conditions of such renewal of lease shall be the same terms and conditions set forth in this Agreement save and except with respect to this right of renewal of lease and as to the amount of annual rent, the amount of such annual rent to be negotiated and agreed to by the parties hereto;

## **RENT**

8. During the first year of the term of this lease, Elgin shall yield and pay unto the Lessor the annual rent in the amount of SIXTY-TWO THOUSAND, ONE HUNDRED AND SIXTY-NINE (\$62,169.00), calculated at a rate of \$17.00 per square foot of usable interior area, exclusive of applicable taxes. The annual rent paid for each subsequent year of the term of this Agreement or any renewal thereof shall be subject to an Annual CPI Adjustment.

9. The Parties agree that the annual rent referred to in Section 8 above, both in the first year of this Agreement and thereafter during any subsequent year of the term of this Agreement and any renewal thereof, shall be paid by four (4) equal quarterly payments of, with the 2023 payments being FIFTEEN THOUSAND, FIVE HUNDRED AND FORTY-TWO DOLLARS AND TWENTY-FIVE CENTS (\$15,542.25), exclusive of taxes, due and payable to the Lessor on March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup> and December 31<sup>st</sup> in each calendar year during the term of this Agreement or any renewal thereof, commencing March 31<sup>st</sup>, 2023.
10. The Parties agree that any and all costs associated with the occupation and use of the Leased Premises by Elgin, including but not limited to all costs of utilities, maintenance, repair, or upkeep, as hereinafter specified, shall be at the sole and entire expense of the Lessor.

## **ELGIN COVENANTS**

11. During the term of this Agreement and any renewal thereof, Elgin agrees and covenants as follows:
  - a. To pay the annual rent as set out in sections 8 and 9 of this Agreement;
  - b. To use the Leased Premises only for the purpose of Library Services;
  - c. To use the Leased premises in a good and tenant-like manner;
  - d. To use the balance of the lands and premises, excluding the Leased Premises, in accordance with the rules and regulations established by the Lessor from time to time and with respect to use of any such areas by all persons;
  - e. Not to use or permit anything to be done on the lands and premises, including the Leased Premises, which may be considered a nuisance or otherwise so as to create any increase in insurable risk of the Lessor;
  - f. To pay the Lessor for any loss or damage to its property lost or damaged by the negligence of Elgin or its servants, agents, or employees, including library staff;
  - g. To install, maintain, and if necessary, repair adequate electrical and electronic cabling systems within the demised premises so as to permit its operation of library electronic equipment, including but not limited to audio/video equipment and computer systems;
  - h. Subject to the obligation of the Lessor to provide custodial and janitorial services, not to act so as to allow or cause refuse, garbage, or other debris to accumulate within the demised premises;
  - i. Not to injure or remove trees, shrubbery, hedges or other trees or plant materials from the Lands;
  - j. To arrange for, place and maintain adequate insurance for the contents of the demised premises as occupied and used as a library;
  - k. To pay all assessed business taxes attributable to occupation of the Leased Premises by Elgin, if applicable;
  - l. To permit the Lessor at all reasonable times to enter the Leased Premises to inspect the condition of such Leased Premises;
  - m. To comply with all applicable by-laws, statutes, regulations or any other order, rule or regulation of a competent authority having jurisdiction;

- n. Not to assign or sublet the Leased Premises or the within Agreement without the written agreement of the Lessor, provided further that, after such assignment of lease, the demised premises will continue to be used as a library. For greater clarity, nothing in this covenant shall restrain, restrict or prohibit Elgin from permitting Community Partners to use the Leased Premises as part of Elgin's Library Services.
- o. To procure and maintain throughout the term of this lease and any renewal thereof a commercial general liability insurance protecting the Lessor and Elgin against liability for bodily injury and death and for damage to or destruction of property by reason of any occurrence or accident in, or, about the Leased Premises, including tenants legal liability coverage in an amount not less than FIVE MILLION DOLLARS (\$5,000,000.00) and such insurance shall not be subject to cancellation except after at least ninety (90) days' written notice to the Lessor;
- p. To provide a certificate of insurance to the Lessor evidencing the commercial general liability insurance of Elgin described immediately above;
- q. To indemnify and save harmless the Lessor, its servants, agents, directors or employees from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury, or damage to property arising directly or indirectly from any occurrence in, upon, or at the Leased Premises, or otherwise relating to the occupancy or use by Elgin of the said Leased Premises or any part thereof and which is attributable, either wholly or in part, to any act, omission, negligence, or misconduct by Elgin, including its agents, servants, employees, invitees, or any one permitted by Elgin to be upon the Leased Premises; provided that this obligation of indemnity will not apply to the extent that any such claim, action, damage, liability, or expense is caused by or results from any act, omission, negligence, or misconduct on the part of the Lessor, including its servants, agents, directors or employees;
- r. To provide and deliver to the Lessor written notice of default in respect of any obligation or covenant on the part of the Lessor as hereinafter set forth;
- s. To provide and deliver to the Lessor verbal and then written notice of any accident or loss within the Leased Premises or any defect or failure of any mechanical, electrical, or plumbing system within such Leased Premises.
- t. To at all times keep an account with the WSIB open and in good standing to provide coverage for all of its employees who may attend the Leased Premises for any reason in the course of their employment duties.

## **LESSOR COVENANTS**

12. During the term of this Lease and any renewal thereof, the Lessor agrees and covenants at all times and at its sole cost and expense, and to the reasonable satisfaction of Elgin, as follows:
  - a. To deliver the Leased Premises to Elgin in a state of good repair and cleanliness and warrant upon delivery that the foundation, walls, structure and roof of the Leased Premises and the heating, ventilation, air conditioning, mechanical, plumbing and electrical systems serving the Leased Premises are in good working order.

- b. To allow Elgin quiet enjoyment of the Leased Premises, both that area occupied as a library and all associated areas of use and access;
- c. To allow full use to Elgin, including its agents, servants, employees and Community Partners, of all corridors, hallways, driveways, and other interior areas open to the public for gaining access to and egress from the Leased Premises;
- d. To arrange for and maintain the supply of all utilities to the Leased Premises, including but not limited to electricity, hot water, cold water, wastewater disposal and natural gas;
- e. To provide sufficient heating and air conditioning to the Leased Premises to maintain a reasonable temperature therein at all times during normal business hours, except during the completion of repairs to such heating and air conditioning equipment;
- f. To provide and maintain adequate public washroom facilities, in good working order, and in strict compliance with any and all applicable federal, provincial, and municipal requirements and standards and, furthermore, to allow access to and use of those facilities by any and all attendees of the library;
- g. To provide and maintain adequate employee washroom facilities, in good working order, and in strict compliance with any and all applicable federal, provincial, and municipal requirements and standards and, furthermore, to allow access to and use of those facilities by any and all staff of Elgin;
- h. To maintain and, if necessary, repair the buildings located upon the Lands and within which the Leased Premises are located, including but not limited to roof structures, exterior walls and facades, exterior staircases and stairways, exterior and interior doors and doorways, interior walls and facades, and interior ceiling surfaces;
- i. To maintain and, if necessary, repair all heating, cooling, ventilation, mechanical, electrical, and plumbing systems associated with the building within which the demised premises are located;
- j. To arrange for, maintain, and, if necessary, repair adequate electrical and electronic cabling to, but not within, the Leased Premises, so as to permit the operation of library electronic equipment, including but not limited to audio/video equipment and computer systems;
- k. To maintain existing public parking facilities for use by library staff and attendees;
- l. To remove snow and ice from sidewalks, driveways, and parking areas associated with the building within which the demised premises are located, including adequate sanding and/or salting, and at all times on a frequency and to an extent so as to ensure the reasonable safety of library staff and attendees utilizing such facilities;
- m. To reasonably maintain the grounds surrounding the building within which the Leased Premises are located in a state of good repair and safety;
- n. To provide custodial and janitorial services to maintain the Leased Premises and the building within which it is located in a clean and tidy manner, including but not limited to the completion of those services specifically provided for in Schedule "C";

- o. To provide Elgin with a record of the cleaning services performed in the premises including the Leased Premises within a reasonable period of time of a written request by Elgin for same.
- p. To promptly repair and keep in a state of good repair the Leased Premises and the building within which the Lease Premises are located;
- q. To consult with Elgin as to the extent and timing of repair and maintenance activities within the Leased Premises and the building within which it is located so as to avoid interference with library operations;
- r. To permit Elgin to make, with the consent of the Lessor and which consent shall not unreasonably be withheld, alterations, additions, and improvements to the premises that will, in the judgment of Elgin, better adapt the premises for library purposes; provided, however, that the alterations, additions, and improvements shall not impair the structural strength of the building and provided further that any fixture associated with such improvements, whether Trade Fixtures or otherwise, shall remain the property of Elgin, and upon or any time before the termination of this Agreement, such fixtures can and shall be removed from the Leased Premises by Elgin and should any injury or damage be caused to the Leased Premises by removal of the fixtures, Elgin shall forthwith cause the injury or damage to be repaired at its expense and if Elgin does not make repairs or cause them to be made within a reasonable time period, having regard to the availability of capable services and materials to effect such repairs, they may be made by the Lessor at the expense of Elgin;
- s. To insure and keep insured the building against loss or damage by fire, lightning, tempest or other casualties as are customarily insured against under insurance contracts normally entered into from time to time during the term of this Agreement by owners of buildings in the County of Elgin and of a character similar to the building for an amount as in the opinion of the Lessor is necessary to protect the Lessor against loss or damage;
- t. To at all times during the Term of this Agreement keep in good standing an account with the WSIB to provide adequate coverage for its employees that may attend at the subject property or premises, including the Leased Premises, for any reason during the course of their employment duties;
- u. At its own expense, to be responsible for the cost of all repairs, whether major minor, to the structural soundness and integrity of the building within which the Leased Premises are located, including but not limited to exterior walls and roofing structures;
- v. To pay for any loss or damage to the assets of Elgin located within the Leased Premises and/or for any loss or damage to fixtures within the Leased Premises where such loss or damage was caused by the negligence of the Lessor or its agents, servants or employees.
- w. To permit signage of Elgin on the terms and conditions set out in this Agreement.

## **ALTERATIONS, PARTITIONS AND IMPROVEMENTS**

13. If Elgin, during the term of this Agreement or any renewal thereof, desires to affix or erect partitions, counters, or fixtures, in any part of the walls, floors, or ceilings of the Leased Premises (the "Alterations"), it may do so at its own expense at any time and



from time to time, provided that Elgin's right to make such alterations to the Leased Premises shall be subject to the conditions contained herein.

14. Before undertaking any Alterations, Elgin shall submit to the Lessor a plan showing the proposed Alterations and shall obtain the approval and consent of the Lessor to do so, which shall not be unreasonably withheld.
15. All such Alterations shall conform to all building regulations then in force affecting the Leased Premises.
16. Such Alterations shall not be of a kind or extent so as to weaken the structure of the premises, including the Leased Premises, after the Alterations are completed or reduce the value of the premises.
17. Except as provided in this clause and in the Lessor's Covenants included at section 12 of this Agreement, Elgin will not erect or remove or change the location or any style of partition or fixture without the written consent of the Lessor having first been obtained.
18. At the expiration of the Term of this Agreement or any renewal thereof, Elgin shall have the right to remove its fixtures (but not the leasehold or structural improvements which shall remain the property of the Lessor), provided Elgin makes good all damage occasioned to the Leased Premises by the taking down or removal thereof.

## **SIGNAGE**

19. Elgin shall be permitted, at its sole cost and expense, to install such signage within premises as may be reasonably required to direct library patrons to the Leased Premises, provided that the Lessor has agreed to the design and location of such signage in writing and provided further that such agreement by the Lessor shall not be unreasonably withheld.
20. All signage that exists at the commencement of the Term of this Agreement, having been erected during the term of a prior lease agreement between the parties, shall be permitted to continue as if it received the written agreement of the Lessor under the terms and conditions of this Agreement.
21. Elgin shall be permitted, at its sole cost and expense, to erect any new sign(s) on the exterior of the premises provided that the Lessor has agreed to the design and location of such signage in writing and provided further that such agreement by the Lessor shall not be unreasonably withheld. For greater clarity, Elgin shall not be required to, or bear any responsibility for, displaying any messages, announcements, advertisements or other similar information whether using words, symbols or pictures of the Lessor on the signage of Elgin. Where signs or signage fixtures are shared between the Lessor and Elgin, the costs of such signage and appurtenances thereto shall be shared proportionally following mutual agreement of the Parties regarding design, placement, installation costs and operating costs.

## **DEFAULT BY ELGIN**

22. It is mutually agreed that if Elgin defaults on any payment of rent when due or in performing any of the terms, covenants, or provisions of this Lease, the Lessor may forward notice in writing of such default to Elgin. Such written notice shall identify the default with sufficient detail to permit Elgin to respond and/or cure the default. Failure or refusal by Elgin to cure such default to the reasonable satisfaction of the Lessor within thirty (30) days after the date of receipt of such notice shall, at the option of the Lessor, constitute a forfeiture of the lease and shall give the Lessor the right, at its, option to treat this Agreement as cancelled and terminated. The term and estate vested in Elgin, as well as all other rights of Elgin under this Agreement shall immediately cease and expire as fully and with like effect as if the entire term provided for in this Agreement or any renewal thereof has expired and the Lessor may enter the Leased Premises, with or without process of law, take possession together with any and all improvements which may have been erected thereon.

## **DEFAULT BY LESSOR**

23. It is mutually agreed that if the Lessor defaults in the performance of any of the terms, covenants, or provisions of this Agreement, Elgin shall forward notice in writing of such default to the Lessor. Such written notice shall identify the default with sufficient detail to permit the Lessor to respond and/or cure the default. Failure or refusal by the Lessor to cure such default to the reasonable satisfaction of Elgin within fifteen (15) days after the date of receipt of such notice shall, at the option of Elgin, allow Elgin the right to cancel this Agreement or any renewal thereof and surrender the Leased Premises no sooner than thirty (30) days after Elgin provides written notice of its exercise of such option, the Lessor having no right or recourse as against Elgin arising from such cancellation and surrender.

## **TERMINATION**

24. Notwithstanding the foregoing, each party hereto shall have the right to terminate this lease, or any renewal thereof, upon two (2) years' written notice to the other, at the end of which time Elgin shall vacate the Leased Premises and return all keys and access equipment to the Lessor and, in such circumstances, neither party shall have any right or recourse as against the other arising from such termination, provided that, at all times, the effective date of such termination shall be December 31<sup>st</sup> of any calendar year.

25. The Parties hereby agree that the Lessor may assign this Agreement provided that it gives written notice to Elgin of the Lessor's intention to assign this Agreement at least ten (10) months before the assignment of this Agreement becomes effective. Upon receipt of such written notice from the Lessor, Elgin may elect in its sole discretion to terminate this Agreement with the termination date being the Business Day immediately preceding the effective date of the assignment provided in the written notice from the Lessor, provided that Elgin provides written notice of such termination at least six (6) months before the assignment of this Agreement would otherwise become effective.

## **OVERHOLDING BY ELGIN**

26. In the event that the Lessor permits Elgin to remain in occupation of the Leased Premises without objection and after expiration of the term of this Agreement or any renewal thereof, Elgin shall be deemed to be a tenant from month to month a monthly rental equal to one-twelfth of the annual rent due at the end of such expired term or renewal and otherwise agreed upon and subject to all covenants and agreements of this lease applicable to a monthly tenancy.

## **FORCE MAJEURE**

27. The Parties agree that, notwithstanding the other provisions of this Agreement, if the buildings within which the Leased Premises or the Leased Premises themselves are damaged or destroyed by fire, lightning, or a tempest or by other casualty against which the Lessor and/or Elgin is insured, so as to render the Leased Premises unfit for Library Services, the rent hereby reserved or a proportional part thereof, according to the nature of the damage to the Leased Premises, shall abate until the Leased Premises are rebuilt. The Lessor agrees that it will with reasonable diligence repair the Leased Premises and make the Leased Premises capable of access, unless this Agreement is terminated. If the Leased Premises are damaged or destroyed by any cause whatsoever such that in the opinion of the architects or professional engineers employed by the Lessor, such premises cannot be rebuilt or made fit for Library Services within one hundred and twenty (120) days of the date of the damage or destruction, or such longer period as Elgin may agree to at its sole and absolute discretion, the Lessor, instead of making the demised premises fit for Elgin may at its option terminate this Agreement by giving Elgin, within sixty (60) days after such damage or destruction, notice of termination and thereupon rent and any other payment for which Elgin is liable under this Agreement shall be apportioned and paid to the date of such damage and Elgin shall immediately surrender possession of the Leased Premises to the Lessor.

## **GENERAL**

28. The Parties agree that Elgin may not assign or sublet this Agreement and its rights hereunder without leave of the Lessor, provided leave shall not be unreasonably withheld, and where assignment is proposed, such assignment shall only allow the Leased Premises to be used as a library. Notwithstanding anything in this provision, the Parties hereby agree and acknowledge that Elgin may rent out its Leased Premises or permit such Leased Premises to be used by its Community Partners on a temporary, short term basis, provided that at all times Elgin shall be responsible for such Community Partners and shall be responsible for fulfillment of obligations of this Agreement.
29. The Parties agree that should the Lessor construct, purchase or otherwise have control over another property and premises of which it is the registered owner and where the Lessor believes Library Services may be delivered from such location, Elgin may, at its sole and absolute discretion, provide written notice to the Lessor of its intention to provide Library Services from such property, premises or location and the Parties shall work reasonably with each other to do any of the following: amend this Agreement such

that it shall become applicable to the such location, or, terminate this Agreement and enter into a new lease agreement for such location.

30. Any notices to be given pursuant to this Agreement shall be sufficiently given if personally served upon the party or an officer of the party for whom it is intended, or mailed, pre-paid and registered, as follows:

To the Lessor:

The Corporation of the Township of Southwold  
35663 Fingal Line  
Fingal, ON, N0L 1K0  
Attn: Administrator

To Elgin:

Corporation of County of Elgin  
450 Sunset Drive  
St. Thomas, ON, N5R 5V1  
Attn: Chief Administrative Officer

31. Time shall be of the essence, save and except as may be otherwise provided for and specified in this Agreement.
32. Amendment to this Agreement shall be permitted only in writing approved and executed by duly authorized officers of each of the Parties hereto.
33. No waiver of, failure to exercise, or delay in exercising any section of this Agreement constitutes a waiver of any other section (whether or not similar in substance) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.
34. This Agreement and any renewal thereof shall be governed by the laws of the Province of Ontario.
35. Any dispute between the Parties relating to any provision of this Agreement shall be referred to a sole arbitrator, to be mutually agreed upon between the Parties. If a sole arbitrator cannot be agreed upon by the Parties then the dispute shall proceed before three (3) arbitrators, in which event each party shall appoint one (1) arbitrator and the third arbitrator shall be chosen by the two (2) arbitrators chosen by the parties. The decision of the three (3) arbitrators, or a majority of them, shall be final and binding upon the Parties. All costs and expenses of such arbitration shall be borne by the Parties equally.
36. Words importing the singular number only shall include the plural and *vice versa*; words importing any gender shall include all genders; words importing person shall include firms and corporations and any recognized legal entity in the Province of Ontario.
37. This Agreement and everything contained in it shall extend to, bind, and enure to the benefit of the heirs, executors, administrators, successors and assigns of each of the Parties. All covenants contained in this Agreement shall be deemed joint and several

and all rights and powers reserved to either party may be exercised by its respective authorized officers or agents.

38. Should any provision of this Agreement be adjudged to be invalid or unenforceable or otherwise illegal by any authority of competent jurisdiction then such provision shall be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under signature of their duly authorized officers on the date set forth:

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

) Corporation of the County of Elgin  
)  
)  
)  
) per: \_\_\_\_\_  
) Name:  
) Position: Warden  
)  
)  
)  
) per: \_\_\_\_\_  
) Name: Julie Gonyou  
) Position: Chief Administrative Officer  
)  
) *We have authority to bind the corporation*

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

) The Corporation of the Township of  
) Southwold  
)  
)  
)  
) per: \_\_\_\_\_  
) Name: Grant Jones  
) Position: Mayor  
)  
)  
)  
) per: \_\_\_\_\_  
) Name:  
) Position: Administrator  
)  
) *We have authority to bind the corporation*

**SCHEDULE "A"**

**SOUTHWOLD TOWNSHIP LIBRARY, SHEDDEN LIBRARY LEASE AGREEMENT**

Part of Lot 16, Concession SNBTR, Township of Southwold, County of Elgin.

**SCHEDULE 'C'**  
**LESSOR CLEANING SERVICES**

	Service	Frequency
1	Vacuum and clean all halls, entrances, stairwells, landings and all public or common areas.	Daily for Open Days
2	Wash tile floors and dust all entrances, exits and storage rooms.	Daily for Open Days
3	Clean all public and staff washrooms, maintenance areas, including sinks, toilet bowls and mirrors.	Daily for Open Days
4	Dust fire bells and lights, exist signs and window ledges.	Monthly
5	Dust electrical panels, hot water tanks, pumps, pipes, etc.	Monthly
6	Dust all light fixtures.	Daily for Open Days
7	Replace all non-operational light bulbs and tubes in public areas	As required
8	Steam clean all carpets and mats	Annually – in Spring
9	Dust all drapes and blinds	Weekly
10	Spot clean door glass frames and doors	Daily for Open Days
11	Empty wastepaper and recycling baskets	Daily for Open Days
12	Put garbage bags out to curbside for pick-up	Garbage Day
13	Exterior Windows – thoroughly clean all windows, screens and window wells, sills and ledges	Semi-Annually – Spring and Fall
14	Sweep sidewalks	As required or twice monthly, whichever is greater
15	Keep all sidewalks clear of snow – shall occur prior	As required
16	Spread ice removing pellets or other sufficient product on sidewalks, parking lots, driveways and any other exterior area where individuals may traverse	As required

NOTE: The Cleaning services herein described are at the sole cost and responsibility of the Lessor including, but not limited to, all costs related to labour, supplies and materials.



## **TOWNSHIP OF SOUTHWOLD**

### Report to Council

**MEETING DATE:** October 11, 2022

**PREPARED BY:** Jeff Carswell, CAO/Clerk

**REPORT NO:** CAO 2022-50

**SUBJECT MATTER: Activity Report for CAO/Clerk September 2022**

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#### **Recommendation(s):**

None – For Council Information.

#### **Purpose:**

To update Council on the CAO/Clerk Activities for September 2022.

#### **Background:**

##### **Meetings/Events:**

- Bi-weekly Asset Management Plan Project meetings
- Blue Box Transition Webinars – several over the month of September
- Several Shared IT Services Meetings
- All Staff meetings (Sept 14 & 28) & Management Group Meetings (Sept 7 & 21)
- Records Management Project Review
- New employee onboarding in September (Deputy Treasurer and Planner)
- Various Development Proposal meetings
- Asset Management Training
- Elgin Economic Development Meeting (Sept 15)
- Elgin County CAO Meeting (Sept 16)

**2022 Election** – Planning and preparations for the election are ongoing. The nomination period opened May 2, 2022 and closed August 19, 2022. There will be contests for Mayor, Councillor and TVDSB. The Deputy Mayor and other school board positions were acclaimed. Since nomination day staff have been focused on:

- Ballot Layouts and Proofs
- Voters List Updates and Corrections
- Process Training for Voters List Correction



**Integrity Commissioner/Closed Meeting Investigator/Ombudsman Services (IC/CMI/OS)** – Engaging Aird and Berlis LLP was approved at the last meeting. Waiting for the engagement agreement to formalize the engagement.

**Public Works CUPE** – Tentative meetings set for October/November. An initial proposal was received September 20 and is being reviewed by staff.

**Blue Box Transition** – Staff continue to attend various webinars on the Blue Box Transition. Staff have submitted the Township's decision to not enter into a contract with CMO and are providing information on the current program and promotion to assist with a smooth transition.

**National Day for Truth and Reconciliation** – September 30<sup>th</sup> was National Day for Truth and Reconciliation. The "Every Child Matters" Flag was raised at the Municipal Office, staff were encouraged to wear orange and other local events were promoted by the Township.

*2022 Capital Project Progress:*

<b>Project</b>	<b>Budget</b>	<b>Status/Comments</b>
Admin		
Firewalls - Fire Stations	\$2,200	Ongoing
Offsite Backup	\$3,000	Completed
Online Meeting Equipment	\$15,000	Ongoing, delayed due to IT Service Vendor RFP
Phone System Upgrade/Replacement VOIP	\$15,000	Quotes and options being obtained. Delayed due to IT Service Vendor RFP
Server Replacement	\$15,000	Deferred as more applications are cloud-based
Branding and Marketing	\$15,000	Full brand roll-out continues.
IT Penetration/Security Testing	\$10,000	Being reviewed by IT contractor
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:**

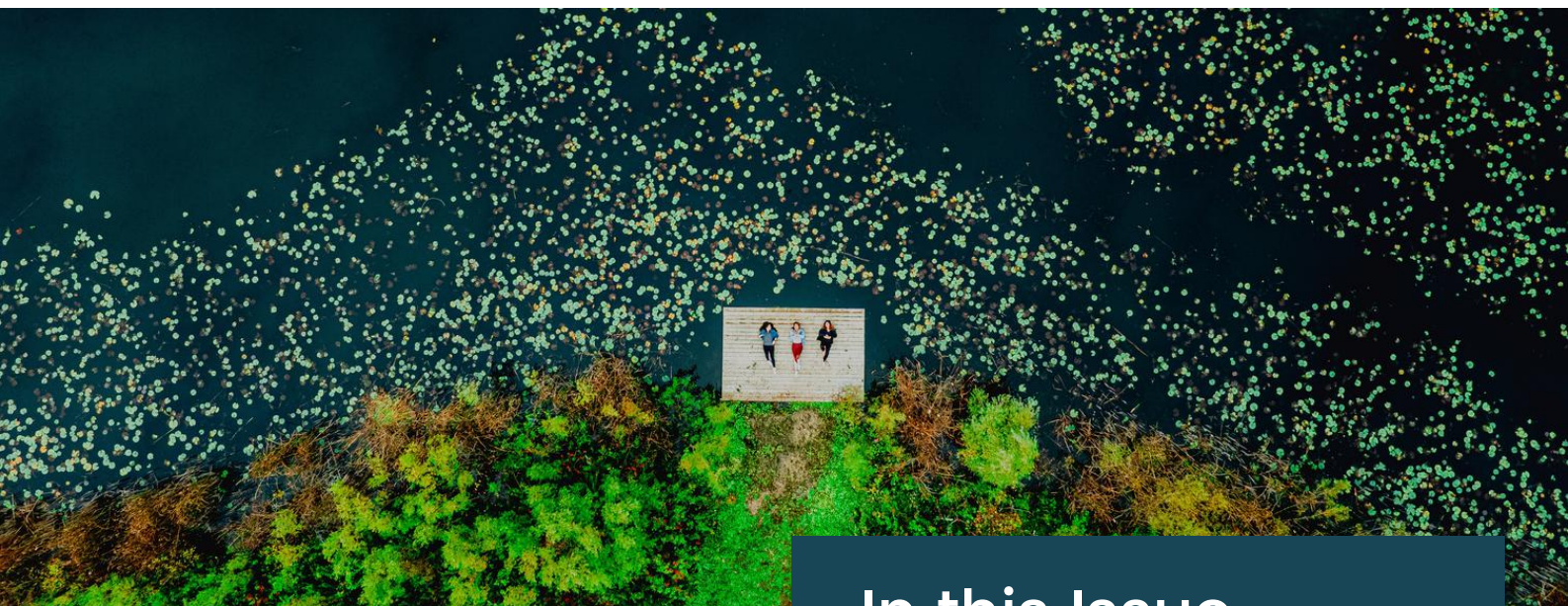
The above recommendation helps the Township meet the Strategic Plan Goal of:

- ☐ 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:**  
**Jeff Carswell, CAO/Clerk**  
**"Submitted electronically"**



# Elgin County Council Highlights



## Council Approves Telecommunications Agreement with FU Fiber

County Council approved a telecommunications equipment consent and road user agreement with FU Fiber, a telecommunication service provider proposing to construct fiber-optic installations, in part located within County Road Allowances, to establish and/or improve telecommunication services within unserved or poorly serviced areas in Elgin County. The proposed agreement will apply to all future FU Fiber Inc. infrastructure installed within the County Road allowances for the duration of the term of the Agreement and any renewals. Please view the September 27, 2022, County Council agenda package for a copy of the agreement.

## In this Issue

- Council Approves Telecommunications Agreement with FU Fiber
- Elgin County Library Programming Update
- Council Adopts Electronic Monitoring of Employees at Work Policy
- Council Approves Municipality of Dutton Dunwich Official Plan Amendment No. 5
- Council Requests Traffic and Speed Study in Vienna

## Elgin County Library Programming Update

County Council received a presentation from Digital Services Librarian Séanin Steele highlighting programming at Elgin County Libraries in 2022. March Break marked the return of in-person programming and saw 1,394 children attend 32 programs across the ten (10) branches. In addition, virtual programming included the Elgin Quilt Show, Blue Spruce Forest of Reading Programs, Elgin Reads Digital Book Club and a Virtual Escape Room.

The presentation highlighted the County's recent partnership with M.I. Understanding – a communication tool designed to educate families and connect them with available resources to assist children with mental health issues. The TD Summer Reading Club returned to in-person programming with 1,088 children registered and 599 children registered as first-time participants. New programs such as the Fairytale Rescue Scavenger Hunt Challenge and the Library Loot Boxes for Teens were also launched this summer. Library branches also served as a collection site for the Best First Day Campaign school supply drive. Please see the presentation in this week's County Council agenda for more information on Library Programming.



## Council Adopts Electronic Monitoring of Employees at Work Policy

County Council adopted a new Human Resources Policy 2.18 Electronic Monitoring to respond to the Provincial government's passing of Bill 88, amending the "Working for Workers Act, 2021" and "An Act to enact the Digital Platform Workers' Rights Act." This Bill requires employers with more than 25 employees to implement an Electronic Monitoring policy that includes a description of how employers may electronically monitor their employees, circumstances in which the employer may electronically monitor, and the purposes for which information obtained may be used by the employer. This policy can be found in the September 27, 2022, County Council agenda package.



## **Council Approves Municipality of Dutton Dunwich Official Plan Amendment No. 5**

County Council approved Official Plan Amendment No. 5 to the Municipality of Dutton Dunwich Official Plan. In 2021, the Municipality of Dutton Dunwich initiated an amendment to their Official Plan that proposed swapping lands designated as 'settlement area' with lands designated 'agricultural' to facilitate new residential development within the Municipality.

In analyzing their existing residentially – designated land base, the Municipality had concluded that some of their existing inventory of residential lands in Wallacetown and Dutton could not be feasibly developed and are more appropriately designated 'agricultural' and removed from the Municipality's inventory. To replace this inventory, the Municipality subsequently identified an equal amount of land, currently designated 'agricultural,' that could be feasibly developed. Council approved the Official Plan Amendment No. 5 to the Official Plan of the Municipality of Dutton Dunwich as the adopted amendment is consistent with the Provincial Policy Statement, does not conflict with the County of Elgin Official Plan, constitutes good planning, and is in the public's interest.



## **Council Requests Traffic and Speed Study in Vienna**

County Council directed staff to complete a traffic study and speed study on Fulton Street in Vienna in response to a resolution received from the Municipality of Bayham. The Municipality of Bayham had received a resident concern regarding safety issues in that area. As directed by County Council, staff will proceed with conducting a traffic study and speed study on Fulton Street and will report their findings at a future meeting of County Council.

For the complete September 27, 2022 County Council Agenda Package  
please visit the Elgin County [website](#).

**By-law for Municipalities Not Within a Regional Municipality, the County of Oxford or The District Municipality of Muskoka – Form 5**

*Drainage Act, R.S.O. 1990, c. D.17, subs. 45(1)*

Drainage By-law Number 2022-82

A by-law to provide for a drainage works in the Township of Southwold  
in the County of Elgin.

Whereas the council of the Township of Southwold has procured a  
report under section 4 of the *Drainage Act* for the construction  
of the G.H. Pennings Drain drain;

And whereas the report dated 2022/07/22 has been authored by Mike DeVos, Spriet Associates  
and the attached report forms part of this by-law;

And whereas the estimated total cost of the drainage work is \$313,600.00 ;

And whereas \$16,459.00 is the amount to be contributed by the Township  
of Southwold for the drainage works;

And whereas (Complete this clause only if other municipalities are being assessed a share of the cost of the project.);

<u>\$10,295.00</u>	is being assessed in the <u>County</u>	of <u>Elgin</u>
<u></u>	is being assessed in the <u></u>	of <u></u>
<u></u>	is being assessed in the <u></u>	of <u></u>
<u></u>	is being assessed in the <u></u>	of <u></u>

And whereas the council is of the opinion that drainage of the area is desirable;

Therefore the council of the Township of Southwold  
pursuant to the *Drainage Act* enacts as follows:

**1. AUTHORIZATION**

The attached report is adopted and the drainage works is authorized and shall be completed as specified in the report.

**2. BORROWING**

The Corporation of the Township of Southwold  
may borrow on the credit of the Corporation the amount of  being the amount necessary for  
the construction of the drainage works.

This project may be debentured.

## 6. CITATION

This by-law comes into force on the passing thereof and may be cited as the

"G. H. Pennings Drain 2022 \_\_\_\_\_ by-law".

First reading 2022/10/11

Second reading 2022/10/11

Provisionally adopted this 11 day of October, 20 22

Name of Head of Council (Last, First Name)

Jones, Grant

Signature

Name of Clerk (Last, First Name)

Carswell, Jeff

Signature

Third reading \_\_\_\_\_

Enacted this \_\_\_\_\_ day of \_\_\_\_\_, 20 22

Name of Head of Council (Last, First Name)

Signature

Name of Clerk (Last, First Name)

Signature

I, \_\_\_\_\_  
clerk of the Corporation of the Township of Southwold,

certify that the above by-law was duly passed by the council of the Corporation and is a true copy thereof.

Name of Clerk (Last, First Name)

Signature





## **THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD**

### **BY-LAW NO. 2022-83**

**Being a By-Law to authorize the execution of a lease agreement between the Corporation of the County of Elgin and the Corporation of the Township of Southwold for use of the library located at 35921 Talbot Line.**

**WHEREAS** Section 20 of the Municipal Act, 2001, R.S.O. 2001, as amended, authorizes a municipality to enter into agreements;

**AND WHEREAS** it is the desire of the Corporation of the Township of Southwold to authorize a lease agreement with the Corporation of the County of Elgin for the use of library located at 35921 Talbot Line, Shedden, Ontario.

### **NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD ENACTS AS FOLLOWS:**

1. That the Mayor and CAO/Clerk are authorized to sign on behalf of the Corporation of the Township of Southwold the Library Lease Agreement attached to this By-law as Schedule "A".
2. This By-law shall come into force and effect upon the final passing thereof.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND FINALLY PASSED THIS 11<sup>TH</sup> DAY OF OCTOBER, 2022.**

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Mayor  
Grant Jones

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CAO/Clerk  
Jeff Carswell

THIS LEASE made in triplicate this \_\_\_\_ day of \_\_\_\_\_, 2022 (pursuant to the *Commercial Tenancies Act*, R.S.O. 1990, c. L. 7)

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

(the "Lessor")

OF THE FIRST PART

-AND-

CORPORATION OF THE COUNTY OF ELGIN

("Elgin")

OF THE SECOND PART

WHEREAS:

- A. The Lessor is a duly incorporated local municipality in the province of Ontario, incorporated pursuant to the *Municipal Act, 2001* R.S.O. 2001 c. M. 25 (the "*Municipal Act, 2001*");
- B. Elgin is a duly incorporated upper tier municipality in the province of Ontario, incorporated pursuant to the *Municipal Act, 2001*.
- C. The Lessor is the owner of certain lands known municipally as 35921 Talbot Line, Shedden, Ontario, which lands are more particularly described in Schedule "A" hereto (hereinafter referred to as the "Lands");
- D. Situated upon the Lands is a premises locally known as the Southwold Township Library, Shedden as part of the Keystone Community Complex; and
- E. The Lessor has agreed to lease a portion of the said premises located upon the Lands to Elgin on the terms and conditions set forth in this Agreement.

NOW THEREFORE in consideration of the rents, covenants, and agreements contained herein on the part of Elgin to be paid, observed, and performed, the sufficiency of which is hereby acknowledged by the parties, the Lessor and Elgin agree as follows:

### Definitions

1. In addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:

"Agreement" means this Lease Agreement, as it may be confirmed, amended, modified, supplemented or restated by written agreement between the Parties.

“Annual CPI Adjustment” means an annual adjustment to the amount of the annual rent compared to the previous year, in an amount equivalent to the increase, if any, to the rate of inflation as determined by the Ontario Consumer Price Index. The Annual CPI Adjustment shall commence in 2024 and occur by March 31<sup>st</sup> in each year of the Term of this Agreement thereafter, following the annual CPI rate for the previous year becoming available from the Province of Ontario, and shall be applied retroactively to January 1<sup>st</sup> of each year of this Agreement beginning in 2024.

“Business Day” means any day excluding Saturday, Sunday or a statutory holiday in the Province of Ontario.

“Community Partners” means the governmental agencies, community groups/agencies, not-for-profit and charitable organizations or facility rental user(s) selected by Elgin in its sole and absolute discretion to have access to the Leased Premises, as defined in Section 2 of this Agreement.

“Library Services” means all programs and social services delivered by Elgin and its Community Partners from the Leased Premises.

“Parties” means the Lessor and Elgin collectively and “Party” means any one of them.

“Trade Fixtures” means its common law definition and includes but is not limited to shelving installed for library operations.

## **Premises**

2. The Lessor doth demise and lease unto Elgin and Elgin doth lease and take from the Lessor, for the purpose of operating a library including providing Library Services, for the term herein described and upon the terms and conditions set out in this Agreement, a portion of the premises located upon the Lands, which premises are comprised of approximately three-thousand, six-hundred and fifty-seven (3,657) square feet of useable interior space and more particularly shown in the sketch attached hereto as Schedule “B” (hereinafter referred to as the “Leased Premises”).
3. In addition to the Leased Premises, the Lessor grants unto Elgin and Elgin takes from the Lessor, rights and areas of access and rights thereto:
  - a. In common with employees of the Lessor, the right to utilize employee facilities located upon the Lands and the premises located thereon;
  - b. The right of its servants, agents, employees, and invitees to pass and re-pass through and/or over the public hallways, corridors, driveways, and parking areas, if any, located upon the Lands and associated with the premises located thereon; and
  - c. The right of its servants, agents, employees, and invitees to utilize parking facilities, if any, located upon the Lands and associated with the premises located thereon.

- d. The right, subject to normal reservation protocols of the Lessor, have access to and be permitted to use the community activity room and/or pavilion for specialized library programs at no cost whatsoever, provided that Elgin is paid up to date with regard to the annual rent payment(s) described in sections 8 and 9 of this Agreement.
4. The Leased Premises and associated areas of access and use are highlighted on the sketches attached as Schedule "B" hereto.

## **TERM**

5. Subject to any renewal or termination provisions of this Agreement, the term of this Agreement shall be for five (5) years commencing on January 1, 2023 and ending on December 31, 2027.

## **RENEWAL**

6. If Elgin pays all rents hereinafter set forth and further observes and performs all other covenants, obligations, and provisions as hereinafter set forth, the Lessor shall grant to Elgin a renewal of lease of the Leased Premises and associated areas of use and access for a further five (5) year period commencing on January 1, 2028 and ending on December 31, 2032, provided that the said renewal of lease shall only be granted if Elgin shall have delivered a written request to grant such renewal of lease to the Lessor on or before September 30, 2027, provided further that the terms and conditions of such renewal of lease shall be the same terms and conditions set forth in this Agreement save and except with respect to this right of renewal of lease and as to the amount of annual rent, the amount of such annual rent to be negotiated and agreed to by the parties hereto;
7. If Elgin pays all rents hereinafter set forth and further observes and performs all other covenants, obligations, and provisions as hereinafter set forth, the Lessor shall grant to Elgin a renewal of lease of the Leased Premises and associated areas of use and access for a further five (5) year period commencing on January 1, 2033 and ending on December 31, 2037, provided that the said renewal of lease shall only be granted if Elgin shall have delivered a written request to grant such renewal of lease to the Lessor on or before September 30, 2032, provided further that the terms and conditions of such renewal of lease shall be the same terms and conditions set forth in this Agreement save and except with respect to this right of renewal of lease and as to the amount of annual rent, the amount of such annual rent to be negotiated and agreed to by the parties hereto;

## **RENT**

8. During the first year of the term of this lease, Elgin shall yield and pay unto the Lessor the annual rent in the amount of SIXTY-TWO THOUSAND, ONE HUNDRED AND SIXTY-NINE (\$62,169.00), calculated at a rate of \$17.00 per square foot of usable interior area, exclusive of applicable taxes. The annual rent paid for each subsequent year of the term of this Agreement or any renewal thereof shall be subject to an Annual CPI Adjustment.

9. The Parties agree that the annual rent referred to in Section 8 above, both in the first year of this Agreement and thereafter during any subsequent year of the term of this Agreement and any renewal thereof, shall be paid by four (4) equal quarterly payments of, with the 2023 payments being FIFTEEN THOUSAND, FIVE HUNDRED AND FORTY-TWO DOLLARS AND TWENTY-FIVE CENTS (\$15,542.25), exclusive of taxes, due and payable to the Lessor on March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup> and December 31<sup>st</sup> in each calendar year during the term of this Agreement or any renewal thereof, commencing March 31<sup>st</sup>, 2023.
10. The Parties agree that any and all costs associated with the occupation and use of the Leased Premises by Elgin, including but not limited to all costs of utilities, maintenance, repair, or upkeep, as hereinafter specified, shall be at the sole and entire expense of the Lessor.

## **ELGIN COVENANTS**

11. During the term of this Agreement and any renewal thereof, Elgin agrees and covenants as follows:
  - a. To pay the annual rent as set out in sections 8 and 9 of this Agreement;
  - b. To use the Leased Premises only for the purpose of Library Services;
  - c. To use the Leased premises in a good and tenant-like manner;
  - d. To use the balance of the lands and premises, excluding the Leased Premises, in accordance with the rules and regulations established by the Lessor from time to time and with respect to use of any such areas by all persons;
  - e. Not to use or permit anything to be done on the lands and premises, including the Leased Premises, which may be considered a nuisance or otherwise so as to create any increase in insurable risk of the Lessor;
  - f. To pay the Lessor for any loss or damage to its property lost or damaged by the negligence of Elgin or its servants, agents, or employees, including library staff;
  - g. To install, maintain, and if necessary, repair adequate electrical and electronic cabling systems within the demised premises so as to permit its operation of library electronic equipment, including but not limited to audio/video equipment and computer systems;
  - h. Subject to the obligation of the Lessor to provide custodial and janitorial services, not to act so as to allow or cause refuse, garbage, or other debris to accumulate within the demised premises;
  - i. Not to injure or remove trees, shrubbery, hedges or other trees or plant materials from the Lands;
  - j. To arrange for, place and maintain adequate insurance for the contents of the demised premises as occupied and used as a library;
  - k. To pay all assessed business taxes attributable to occupation of the Leased Premises by Elgin, if applicable;
  - l. To permit the Lessor at all reasonable times to enter the Leased Premises to inspect the condition of such Leased Premises;
  - m. To comply with all applicable by-laws, statutes, regulations or any other order, rule or regulation of a competent authority having jurisdiction;

- n. Not to assign or sublet the Leased Premises or the within Agreement without the written agreement of the Lessor, provided further that, after such assignment of lease, the demised premises will continue to be used as a library. For greater clarity, nothing in this covenant shall restrain, restrict or prohibit Elgin from permitting Community Partners to use the Leased Premises as part of Elgin's Library Services.
- o. To procure and maintain throughout the term of this lease and any renewal thereof a commercial general liability insurance protecting the Lessor and Elgin against liability for bodily injury and death and for damage to or destruction of property by reason of any occurrence or accident in, or, about the Leased Premises, including tenants legal liability coverage in an amount not less than FIVE MILLION DOLLARS (\$5,000,000.00) and such insurance shall not be subject to cancellation except after at least ninety (90) days' written notice to the Lessor;
- p. To provide a certificate of insurance to the Lessor evidencing the commercial general liability insurance of Elgin described immediately above;
- q. To indemnify and save harmless the Lessor, its servants, agents, directors or employees from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury, or damage to property arising directly or indirectly from any occurrence in, upon, or at the Leased Premises, or otherwise relating to the occupancy or use by Elgin of the said Leased Premises or any part thereof and which is attributable, either wholly or in part, to any act, omission, negligence, or misconduct by Elgin, including its agents, servants, employees, invitees, or any one permitted by Elgin to be upon the Leased Premises; provided that this obligation of indemnity will not apply to the extent that any such claim, action, damage, liability, or expense is caused by or results from any act, omission, negligence, or misconduct on the part of the Lessor, including its servants, agents, directors or employees;
- r. To provide and deliver to the Lessor written notice of default in respect of any obligation or covenant on the part of the Lessor as hereinafter set forth;
- s. To provide and deliver to the Lessor verbal and then written notice of any accident or loss within the Leased Premises or any defect or failure of any mechanical, electrical, or plumbing system within such Leased Premises.
- t. To at all times keep an account with the WSIB open and in good standing to provide coverage for all of its employees who may attend the Leased Premises for any reason in the course of their employment duties.

## **LESSOR COVENANTS**

- 12. During the term of this Lease and any renewal thereof, the Lessor agrees and covenants at all times and at its sole cost and expense, and to the reasonable satisfaction of Elgin, as follows:
  - a. To deliver the Leased Premises to Elgin in a state of good repair and cleanliness and warrant upon delivery that the foundation, walls, structure and roof of the Leased Premises and the heating, ventilation, air conditioning, mechanical, plumbing and electrical systems serving the Leased Premises are in good working order.

- b. To allow Elgin quiet enjoyment of the Leased Premises, both that area occupied as a library and all associated areas of use and access;
- c. To allow full use to Elgin, including its agents, servants, employees and Community Partners, of all corridors, hallways, driveways, and other interior areas open to the public for gaining access to and egress from the Leased Premises;
- d. To arrange for and maintain the supply of all utilities to the Leased Premises, including but not limited to electricity, hot water, cold water, wastewater disposal and natural gas;
- e. To provide sufficient heating and air conditioning to the Leased Premises to maintain a reasonable temperature therein at all times during normal business hours, except during the completion of repairs to such heating and air conditioning equipment;
- f. To provide and maintain adequate public washroom facilities, in good working order, and in strict compliance with any and all applicable federal, provincial, and municipal requirements and standards and, furthermore, to allow access to and use of those facilities by any and all attendees of the library;
- g. To provide and maintain adequate employee washroom facilities, in good working order, and in strict compliance with any and all applicable federal, provincial, and municipal requirements and standards and, furthermore, to allow access to and use of those facilities by any and all staff of Elgin;
- h. To maintain and, if necessary, repair the buildings located upon the Lands and within which the Leased Premises are located, including but not limited to roof structures, exterior walls and facades, exterior staircases and stairways, exterior and interior doors and doorways, interior walls and facades, and interior ceiling surfaces;
- i. To maintain and, if necessary, repair all heating, cooling, ventilation, mechanical, electrical, and plumbing systems associated with the building within which the demised premises are located;
- j. To arrange for, maintain, and, if necessary, repair adequate electrical and electronic cabling to, but not within, the Leased Premises, so as to permit the operation of library electronic equipment, including but not limited to audio/video equipment and computer systems;
- k. To maintain existing public parking facilities for use by library staff and attendees;
- l. To remove snow and ice from sidewalks, driveways, and parking areas associated with the building within which the demised premises are located, including adequate sanding and/or salting, and at all times on a frequency and to an extent so as to ensure the reasonable safety of library staff and attendees utilizing such facilities;
- m. To reasonably maintain the grounds surrounding the building within which the Leased Premises are located in a state of good repair and safety;
- n. To provide custodial and janitorial services to maintain the Leased Premises and the building within which it is located in a clean and tidy manner, including but not limited to the completion of those services specifically provided for in Schedule "C";

- o. To provide Elgin with a record of the cleaning services performed in the premises including the Leased Premises within a reasonable period of time of a written request by Elgin for same.
- p. To promptly repair and keep in a state of good repair the Leased Premises and the building within which the Lease Premises are located;
- q. To consult with Elgin as to the extent and timing of repair and maintenance activities within the Leased Premises and the building within which it is located so as to avoid interference with library operations;
- r. To permit Elgin to make, with the consent of the Lessor and which consent shall not unreasonably be withheld, alterations, additions, and improvements to the premises that will, in the judgment of Elgin, better adapt the premises for library purposes; provided, however, that the alterations, additions, and improvements shall not impair the structural strength of the building and provided further that any fixture associated with such improvements, whether Trade Fixtures or otherwise, shall remain the property of Elgin, and upon or any time before the termination of this Agreement, such fixtures can and shall be removed from the Leased Premises by Elgin and should any injury or damage be caused to the Leased Premises by removal of the fixtures, Elgin shall forthwith cause the injury or damage to be repaired at its expense and if Elgin does not make repairs or cause them to be made within a reasonable time period, having regard to the availability of capable services and materials to effect such repairs, they may be made by the Lessor at the expense of Elgin;
- s. To insure and keep insured the building against loss or damage by fire, lightning, tempest or other casualties as are customarily insured against under insurance contracts normally entered into from time to time during the term of this Agreement by owners of buildings in the County of Elgin and of a character similar to the building for an amount as in the opinion of the Lessor is necessary to protect the Lessor against loss or damage;
- t. To at all times during the Term of this Agreement keep in good standing an account with the WSIB to provide adequate coverage for its employees that may attend at the subject property or premises, including the Leased Premises, for any reason during the course of their employment duties;
- u. At its own expense, to be responsible for the cost of all repairs, whether major minor, to the structural soundness and integrity of the building within which the Leased Premises are located, including but not limited to exterior walls and roofing structures;
- v. To pay for any loss or damage to the assets of Elgin located within the Leased Premises and/or for any loss or damage to fixtures within the Leased Premises where such loss or damage was caused by the negligence of the Lessor or its agents, servants or employees.
- w. To permit signage of Elgin on the terms and conditions set out in this Agreement.

## **ALTERATIONS, PARTITIONS AND IMPROVEMENTS**

13. If Elgin, during the term of this Agreement or any renewal thereof, desires to affix or erect partitions, counters, or fixtures, in any part of the walls, floors, or ceilings of the Leased Premises (the "Alterations"), it may do so at its own expense at any time and



from time to time, provided that Elgin's right to make such alterations to the Leased Premises shall be subject to the conditions contained herein.

14. Before undertaking any Alterations, Elgin shall submit to the Lessor a plan showing the proposed Alterations and shall obtain the approval and consent of the Lessor to do so, which shall not be unreasonably withheld.
15. All such Alterations shall conform to all building regulations then in force affecting the Leased Premises.
16. Such Alterations shall not be of a kind or extent so as to weaken the structure of the premises, including the Leased Premises, after the Alterations are completed or reduce the value of the premises.
17. Except as provided in this clause and in the Lessor's Covenants included at section 12 of this Agreement, Elgin will not erect or remove or change the location or any style of partition or fixture without the written consent of the Lessor having first been obtained.
18. At the expiration of the Term of this Agreement or any renewal thereof, Elgin shall have the right to remove its fixtures (but not the leasehold or structural improvements which shall remain the property of the Lessor), provided Elgin makes good all damage occasioned to the Leased Premises by the taking down or removal thereof.

## **SIGNAGE**

19. Elgin shall be permitted, at its sole cost and expense, to install such signage within premises as may be reasonably required to direct library patrons to the Leased Premises, provided that the Lessor has agreed to the design and location of such signage in writing and provided further that such agreement by the Lessor shall not be unreasonably withheld.
20. All signage that exists at the commencement of the Term of this Agreement, having been erected during the term of a prior lease agreement between the parties, shall be permitted to continue as if it received the written agreement of the Lessor under the terms and conditions of this Agreement.
21. Elgin shall be permitted, at its sole cost and expense, to erect any new sign(s) on the exterior of the premises provided that the Lessor has agreed to the design and location of such signage in writing and provided further that such agreement by the Lessor shall not be unreasonably withheld. For greater clarity, Elgin shall not be required to, or bear any responsibility for, displaying any messages, announcements, advertisements or other similar information whether using words, symbols or pictures of the Lessor on the signage of Elgin. Where signs or signage fixtures are shared between the Lessor and Elgin, the costs of such signage and appurtenances thereto shall be shared proportionally following mutual agreement of the Parties regarding design, placement, installation costs and operating costs.

## **DEFAULT BY ELGIN**

22. It is mutually agreed that if Elgin defaults on any payment of rent when due or in performing any of the terms, covenants, or provisions of this Lease, the Lessor may forward notice in writing of such default to Elgin. Such written notice shall identify the default with sufficient detail to permit Elgin to respond and/or cure the default. Failure or refusal by Elgin to cure such default to the reasonable satisfaction of the Lessor within thirty (30) days after the date of receipt of such notice shall, at the option of the Lessor, constitute a forfeiture of the lease and shall give the Lessor the right, at its, option to treat this Agreement as cancelled and terminated. The term and estate vested in Elgin, as well as all other rights of Elgin under this Agreement shall immediately cease and expire as fully and with like effect as if the entire term provided for in this Agreement or any renewal thereof has expired and the Lessor may enter the Leased Premises, with or without process of law, take possession together with any and all improvements which may have been erected thereon.

## **DEFAULT BY LESSOR**

23. It is mutually agreed that if the Lessor defaults in the performance of any of the terms, covenants, or provisions of this Agreement, Elgin shall forward notice in writing of such default to the Lessor. Such written notice shall identify the default with sufficient detail to permit the Lessor to respond and/or cure the default. Failure or refusal by the Lessor to cure such default to the reasonable satisfaction of Elgin within fifteen (15) days after the date of receipt of such notice shall, at the option of Elgin, allow Elgin the right to cancel this Agreement or any renewal thereof and surrender the Leased Premises no sooner than thirty (30) days after Elgin provides written notice of its exercise of such option, the Lessor having no right or recourse as against Elgin arising from such cancellation and surrender.

## **TERMINATION**

24. Notwithstanding the foregoing, each party hereto shall have the right to terminate this lease, or any renewal thereof, upon two (2) years' written notice to the other, at the end of which time Elgin shall vacate the Leased Premises and return all keys and access equipment to the Lessor and, in such circumstances, neither party shall have any right or recourse as against the other arising from such termination, provided that, at all times, the effective date of such termination shall be December 31<sup>st</sup> of any calendar year.

25. The Parties hereby agree that the Lessor may assign this Agreement provided that it gives written notice to Elgin of the Lessor's intention to assign this Agreement at least ten (10) months before the assignment of this Agreement becomes effective. Upon receipt of such written notice from the Lessor, Elgin may elect in its sole discretion to terminate this Agreement with the termination date being the Business Day immediately preceding the effective date of the assignment provided in the written notice from the Lessor, provided that Elgin provides written notice of such termination at least six (6) months before the assignment of this Agreement would otherwise become effective.

## **OVERHOLDING BY ELGIN**

26. In the event that the Lessor permits Elgin to remain in occupation of the Leased Premises without objection and after expiration of the term of this Agreement or any renewal thereof, Elgin shall be deemed to be a tenant from month to month a monthly rental equal to one-twelfth of the annual rent due at the end of such expired term or renewal and otherwise agreed upon and subject to all covenants and agreements of this lease applicable to a monthly tenancy.

## **FORCE MAJEURE**

27. The Parties agree that, notwithstanding the other provisions of this Agreement, if the buildings within which the Leased Premises or the Leased Premises themselves are damaged or destroyed by fire, lightning, or a tempest or by other casualty against which the Lessor and/or Elgin is insured, so as to render the Leased Premises unfit for Library Services, the rent hereby reserved or a proportional part thereof, according to the nature of the damage to the Leased Premises, shall abate until the Leased Premises are rebuilt. The Lessor agrees that it will with reasonable diligence repair the Leased Premises and make the Leased Premises capable of access, unless this Agreement is terminated. If the Leased Premises are damaged or destroyed by any cause whatsoever such that in the opinion of the architects or professional engineers employed by the Lessor, such premises cannot be rebuilt or made fit for Library Services within one hundred and twenty (120) days of the date of the damage or destruction, or such longer period as Elgin may agree to at its sole and absolute discretion, the Lessor, instead of making the demised premises fit for Elgin may at its option terminate this Agreement by giving Elgin, within sixty (60) days after such damage or destruction, notice of termination and thereupon rent and any other payment for which Elgin is liable under this Agreement shall be apportioned and paid to the date of such damage and Elgin shall immediately surrender possession of the Leased Premises to the Lessor.

## **GENERAL**

28. The Parties agree that Elgin may not assign or sublet this Agreement and its rights hereunder without leave of the Lessor, provided leave shall not be unreasonably withheld, and where assignment is proposed, such assignment shall only allow the Leased Premises to be used as a library. Notwithstanding anything in this provision, the Parties hereby agree and acknowledge that Elgin may rent out its Leased Premises or permit such Leased Premises to be used by its Community Partners on a temporary, short term basis, provided that at all times Elgin shall be responsible for such Community Partners and shall be responsible for fulfillment of obligations of this Agreement.
29. The Parties agree that should the Lessor construct, purchase or otherwise have control over another property and premises of which it is the registered owner and where the Lessor believes Library Services may be delivered from such location, Elgin may, at its sole and absolute discretion, provide written notice to the Lessor of its intention to provide Library Services from such property, premises or location and the Parties shall work reasonably with each other to do any of the following: amend this Agreement such

that it shall become applicable to the such location, or, terminate this Agreement and enter into a new lease agreement for such location.

30. Any notices to be given pursuant to this Agreement shall be sufficiently given if personally served upon the party or an officer of the party for whom it is intended, or mailed, pre-paid and registered, as follows:

To the Lessor:

The Corporation of the Township of Southwold  
35663 Fingal Line  
Fingal, ON, N0L 1K0  
Attn: Administrator

To Elgin:

Corporation of County of Elgin  
450 Sunset Drive  
St. Thomas, ON, N5R 5V1  
Attn: Chief Administrative Officer

31. Time shall be of the essence, save and except as may be otherwise provided for and specified in this Agreement.
32. Amendment to this Agreement shall be permitted only in writing approved and executed by duly authorized officers of each of the Parties hereto.
33. No waiver of, failure to exercise, or delay in exercising any section of this Agreement constitutes a waiver of any other section (whether or not similar in substance) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.
34. This Agreement and any renewal thereof shall be governed by the laws of the Province of Ontario.
35. Any dispute between the Parties relating to any provision of this Agreement shall be referred to a sole arbitrator, to be mutually agreed upon between the Parties. If a sole arbitrator cannot be agreed upon by the Parties then the dispute shall proceed before three (3) arbitrators, in which event each party shall appoint one (1) arbitrator and the third arbitrator shall be chosen by the two (2) arbitrators chosen by the parties. The decision of the three (3) arbitrators, or a majority of them, shall be final and binding upon the Parties. All costs and expenses of such arbitration shall be borne by the Parties equally.
36. Words importing the singular number only shall include the plural and *vice versa*; words importing any gender shall include all genders; words importing person shall include firms and corporations and any recognized legal entity in the Province of Ontario.
37. This Agreement and everything contained in it shall extend to, bind, and enure to the benefit of the heirs, executors, administrators, successors and assigns of each of the Parties. All covenants contained in this Agreement shall be deemed joint and several

and all rights and powers reserved to either party may be exercised by its respective authorized officers or agents.

38. Should any provision of this Agreement be adjudged to be invalid or unenforceable or otherwise illegal by any authority of competent jurisdiction then such provision shall be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under signature of their duly authorized officers on the date set forth:

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

) Corporation of the County of Elgin  
)  
)  
)  
) per: \_\_\_\_\_  
) Name:  
) Position: Warden  
)  
)  
)  
) per: \_\_\_\_\_  
) Name: Julie Gonyou  
) Position: Chief Administrative Officer  
)  
) *We have authority to bind the corporation*

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

) The Corporation of the Township of  
) Southwold  
)  
)  
)  
) per: \_\_\_\_\_  
) Name: Grant Jones  
) Position: Mayor  
)  
)  
)  
) per: \_\_\_\_\_  
) Name:  
) Position: Administrator  
)  
) *We have authority to bind the corporation*

**SCHEDULE "A"**

**SOUTHWOLD TOWNSHIP LIBRARY, SHEDDEN LIBRARY LEASE AGREEMENT**

Part of Lot 16, Concession SNBTR, Township of Southwold, County of Elgin.

**SCHEDULE 'C'**  
**LESSOR CLEANING SERVICES**

	Service	Frequency
1	Vacuum and clean all halls, entrances, stairwells, landings and all public or common areas.	Daily for Open Days
2	Wash tile floors and dust all entrances, exits and storage rooms.	Daily for Open Days
3	Clean all public and staff washrooms, maintenance areas, including sinks, toilet bowls and mirrors.	Daily for Open Days
4	Dust fire bells and lights, exist signs and window ledges.	Monthly
5	Dust electrical panels, hot water tanks, pumps, pipes, etc.	Monthly
6	Dust all light fixtures.	Daily for Open Days
7	Replace all non-operational light bulbs and tubes in public areas	As required
8	Steam clean all carpets and mats	Annually – in Spring
9	Dust all drapes and blinds	Weekly
10	Spot clean door glass frames and doors	Daily for Open Days
11	Empty wastepaper and recycling baskets	Daily for Open Days
12	Put garbage bags out to curbside for pick-up	Garbage Day
13	Exterior Windows – thoroughly clean all windows, screens and window wells, sills and ledges	Semi-Annually – Spring and Fall
14	Sweep sidewalks	As required or twice monthly, whichever is greater
15	Keep all sidewalks clear of snow – shall occur prior	As required
16	Spread ice removing pellets or other sufficient product on sidewalks, parking lots, driveways and any other exterior area where individuals may traverse	As required

NOTE: The Cleaning services herein described are at the sole cost and responsibility of the Lessor including, but not limited to, all costs related to labour, supplies and materials.



## **THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD**

### **BY-LAW NO. 2022-84**

#### **Being a By-law to appoint By-law Enforcement Officers for the Township of Southwold.**

WHEREAS Section 227 of the Municipal Act, 2022, as amended, provides for officers and employees of the Municipality to carry out other duties required under this or any Act and other duties assigned by the Municipality; and

WHEREAS Section 15 of the Police Services Act, R.S.O. 1990, c.P.15, as amended, authorizes the appointment of Municipal Law Enforcement Officers who shall be peace officers for the purpose of enforcing the by-laws of the Municipality; and

WHEREAS Section 447.4(1) of the Municipal Act, 2001, as amended, without limiting Sections 9, 10 and 11, those sections authorize a Municipality to enter into agreements with a person or body in relation to matters of a mutual interest for the purpose of co-ordinating the enforcement of by-laws, statutes and regulations. 2006, c.32, Sched. A, S.184; and

WHEREAS Subsection 15.2(1) of the Building Code Act, 1992, S.O. 1992, c.23, indicates where a by-law under section 15.1 is in effect, an officer may, upon producing proper identification, enter upon any property at any reasonable time without a warrant for the purpose of inspecting the property to determine, (a) whether the property conforms with the standards prescribed in the by-law; or (b) whether an order made under subsection (2) has been complied with. 1997, c.24, s. 224(8); and

WHEREAS the Council of the Township of Southwold deems it desirable to appoint Municipal By-law Enforcement Officers in connection with the enforcement of municipal by-laws.

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



1. THAT Council authorizes Tenet Security Group Incorporated and all of its employees to be Municipal By-law Enforcement Officers and to enforce all Municipal By-laws for the Township of Southwold;
2. THAT By-law 2006-42 be repealed;
3. That this by-law take effect on final passing thereof.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND  
FINALLY PASSED THIS 11<sup>TH</sup> DAY OF OCTOBER, 2022.**

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Mayor  
Grant Jones

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CAO/Clerk  
Jeff Carswell

September 26, 2022

Ministry of the Solicitor General  
Hon. Michael Kerzner  
25 Grosvenor Street  
Toronto, ON M7A 1Y6

Sent via email: Michael.kerzner@ontario.ca

Hon. Minister Kerzner:

Re: Grey Highlands Municipal Resolution 2022-571 re: Increased Speeding Fines

Please be advised that the following resolution was passed at the September 7, 2022 meeting of the Council of the Municipality of Grey Highlands.

**2022-571**

**Dane Nielsen, Danielle Valiquette**

**Whereas speeding has become a growing concern on our residential streets; and**

**Whereas the culture of driver's is that 20 km/h over the speed limit is considered normal; and**

**Whereas the fines for street racing have increased significantly and we have seen a reduction in number of charges laid; and**

**Whereas the fines for other speed infractions have remained unchanged; now Therefore be it resolved that the municipality of Grey Highlands lobby the Ministry of the Solicitor General to increase the fines for all levels of speeding; and**

**That this motion be sent to AMO, ROMA, and all municipalities of Ontario to garner support.**

**CARRIED.**

If you require anything further, please contact this office.

Sincerely,



Raylene Martell  
Director of Legislative Services/Municipal Clerk  
Municipality of Grey Highlands

Cc: Association of Municipalities of Ontario  
Rural Ontario Municipalities  
All Ontario Municipalities



## **THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD**

### **BY- LAW NO. 2022-84**

**Being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on October 11, 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;

**AND 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 October 11, 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 11<sup>th</sup> DAY OF OCTOBER, 2022.**

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Mayor  
Grant Jones

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CAO/Clerk  
Jeff Carswell