



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

- A G E N D A -

Monday January 9, 2023

REGULAR MEETING OF COUNCIL

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

1. CALL TO ORDER

2. ADDENDUM TO AGENDA

3. DISCLOSURE OF PECUNIARY INTEREST

4. ADOPTION OF MINUTES

- (a) Minutes of Regular Council Meeting of December 12, 2022

5. DELEGATION

6. DRAINAGE

- (a) DRA 2023-01 2022 Drainage Reapportionments Confirmation
- (b) DRA 2023-02 Tile Loan – Borrowing By-law
- (c) DRA 2023-03 Fulton Drain 1955 Tender Results
- (d) DRA 2023-04 Drainage Act Meetings
- (e) Filing the Report – A & C Jones Drain 2022

7. PLANNING

- (a) PLA 2023-01 Consent Application E87-21 Extension

8. REPORTS

- (a) FIR 2023-01 Activity Report – December 2022
- (b) ENG 2023-01 Activity Report – December 2022
- (c) ENG 2023-02 Planning Fee Review
- (d) ENG 2023-03 Shedden and Fingal Sanitary Sewer Project
- (e) ENG 2023-04 Organic Composting Program
- (f) ENG 2023-05 Waste Collection Agreement
- (g) FIN 2023-02 Financial Indicator Review
- (h) CBO 2023-01 Activity Report – December 2022
- (i) CBO 2023-02 2022 Year End Report

- (j) CAO 2023-01 Building Services to West Elgin
- (k) CAO 2023-02 Elgin Area Water Supply System Board Appointments
- (l) CAO 2023-03 Activity Report – December 2022
- (m) Verbal Report – Family Day Event (Winterfest) – February 18, 2023

9. CORRESPONDENCE

10. BY-LAWS

- (a) By-law No. 2023-01, being a by-law authorize borrowing from time to time to meet current expenditures during the fiscal year ending December 31st, 2023.
- (b) By-Law No. 2023-02, being a by-law to provide for an interim tax levy, to provide for the payment of taxes and to provide for penalty and interest of 1.25 percent.
- (c) By-law No. 2023-03, being a by-law to enter into an agreement for Waste Collection Services
- (d) By-law No. 2023-04, being a by-law to enter into an agreement for the provision of Building Code Act Administration and Enforcement Services to the Municipality of West Elgin
- (e) By-law No. 2023-05, being a by-law to amend the Delegation By-law.
- (f) By-law No. 2023-06, being a by-law to raise money to aid in the construction of drainage works under the *Tile Drainage Act*.
- (g) By-law No. 2023-07, being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on January 5, 2023 and January 9, 2023

11. OTHER BUSINESS *(For Information Only)*

- (a) Elgin County Economic Development and Tourism Monthly Newsletter
- (b) Kettle Creek Conservation Authority Progress Report January 1, 2023
- (c) Elgin Group Police Services Board – Increasing Speeding Fines
- (d) Elgin Federation of Agriculture – 2023 Farm Assessments

12. CLOSED SESSION

- (a) A position, plan, procedure, criteria or instructions to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board (section 239 (2)(k)) – Development Agreement
- (b) Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board (section 239(2)(e); a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board (section 239 (2)(e)) -Development Updates
- (c) Labour relations or employee negotiations (section 239(2))(d) – CUPE Update

13. ADJOURNMENT:

NEXT BUDGET MEETING OF COUNCIL
Wednesday January 11, 2023 @ 4:00 P.M.
Council Chambers, Fingal/Via Video Link

NEXT BUDGET MEETING OF COUNCIL
Thursday January 19, 2023 @ 4:00 P.M.
Council Chambers, Fingal/Via Video Link

NEXT REGULAR MEETING OF COUNCIL
Wednesday January 25, 2023 @ 7:00 P.M.
Council Chambers, Fingal/Via Video Link



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

MINUTES

Regular Council Meeting
Monday December 12, 2022
7:00 p.m. Council Chambers, Fingal/Via Video Link

COUNCIL PRESENT: Mayor Grant Jones
Deputy Mayor Justin Pennings
Councillor John Adzija
Councillor Sarah Emons
Councillor Scott Fellows

COUNCIL ABSENT:

ALSO PRESENT: Jeff Carswell, CAO/Clerk
Michele Lant, Director of Corporate Services/Treasurer
Peter Kavcic, Dir. of Infrastructure & Development Services
Jeff McArthur, Director of Emergency Services/Fire Chief
Paul Van Vaerenbergh, Public Works Superintendent
Kevin Goodhue, Water/Wastewater Compliance Superintendent
Josh Mueller, Planner
June McLarty, Corporate Services Clerk

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

ADDENDUM TO THE AGENDA: None

DISCLOSURES: None

ADOPTION OF MINUTES:

Council Minutes – Adopt

2022-341 Councillor Adzija – Councillor Emons

THAT the Minutes of the Regular Council Meeting of November 28, 2022 are hereby adopted.

CARRIED

Committee Minutes – Review

2022-342 Deputy Mayor Pennings – Councillor Fellows

THAT Council has reviewed the draft notes of the Shedden Recreation and Community Centre and Keystone Complex Board Meeting of September 29, 2022 and the draft minutes of the Young at Heart Committee meeting of November 24, 2022 and the War Memorial Committee Meeting of November 8, 2022.

CARRIED

PLANNING:

Consent Application E 90-22

2022-343 Councillor Adzija – Deputy Mayor Pennings

THAT Council of the Township of Southwold recommends approval to the Land Division Committee of the County of Elgin for the consent application, E90-22, subject to the Lower-Tier Municipal conditions in Appendix Two of Report PLA 2022-38.

CARRIED

Consent Application E 97-22

2022-344 Councillor Adzija – Councillor Emons

THAT Council of the Township of Southwold recommends approval to the Land Division Committee of the County of Elgin for the consent application, E97-22, subject to the Lower-Tier Municipal conditions in Appendix Two of Report PLA 2022-39.

CARRIED

Consent Application E 98-22

2022-345 Councillor Fellows – Deputy Mayor Pennings

THAT Council of the Township of Southwold recommends approval to the Land Division Committee of the County of Elgin for the consent application, E98-22, subject to the Lower-Tier Municipal conditions in Appendix Two of Report PLA 2022-40.

CARRIED

Bill 23 Impacts to Municipal Planning Process

Planner Josh Mueller presented his report to Council as information.

REPORTS:

Report FIR 2022-14 Activity Report – November 2022

Jeff McArthur presented his report to Council. He also reported that the new pumper will be arriving this week.

Report PW 2022-07 Lynhurst Park Drive West and Lyn Court Traffic Control

2022-346 Deputy Mayor Pennings – Councillor Emons

THAT Council give consideration to the By-Law No. 2022-95 included in the December 12th agenda, authorizing that yield signs be installed at both the west intersection of Lynhurst Park Drive and the intersection of Lyn Court at Lynhurst Park Drive.

CARRIED

Report ENG 2022-45 Activity Report – November 2022

Peter Kavcic presented his report to Council.

Report FIN 2022-23 Water and Sanitary Budget By-laws

2022-347 Deputy Mayor Pennings – Councillor Emons

THAT Council pass the following By-laws:

- a. By-law No. 2022-96 2023 Water Rates
- b. By-law No. 2022-97 2023 Water Budget
- c. By-law No. 2022-98 2023 Sanitary Sewer Rates
- d. By-law No. 2022-99 2023 Sanitary Sewer Budget

CARRIED

Report CBO 2022-15 Activity Report – November 2022

Corey Pemberton's report was presented to Council

Report CAO 2022-59 Emergency Management Response Plan – Community Control Group (CCG) and Program Committee

2022-348 Councillor Emons – Councillor Adzija

THAT Council pass draft By-law 2022-100 to revise the Community Control Group (CCG) members and Emergency Management Program Committee members.

CARRIED

Report CAO 2022-60 Activity Report – November

Jeff Carswell presented his report to Council.

CORRESPONDENCE:

Kettle Creek Conservation Authority RE: Plan Review Services and Bill 23, Build Homes Faster Act

Council reviewed this item under correspondence.

AMO Professional Development Line Up for 2022-2023

2022-349 Councillor Emons – Deputy Mayor Pennings

THAT Councillor Scott Fellows be authorized to participate in the Association of Municipalities Ontario New Councillor Online Training on March 3, 2023.

CARRIED

BY-LAWS:

- By-law No. 2022-95, being a by-law to authorize the installation of yield signs
- By-law No. 2022-96, being a By-Law to amend By-law No. 2014-65, being a By-law to regulate the distribution and use of water and to fix the prices and times of payments
- By-law No. 2022-97, being a By-law to adopt the 2023 Water System Operating and Capital Budget
- By-law No. 2022-98, being a By-law to establish Sanitary Sewer Rates and to repeal By-law No. 2021-76
- By-law No. 2022-99, being a By-law to adopt the 2023 Sanitary Sewer System Operating and Capital Budgets
- By-law No. 2022-100, being a by-law By-law to amend By-law 2019-83, The Emergency Management Program and By-law 2019-65, The Emergency Management Program Committee.
- By-law No. 2022-101, being a By-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on December 12, 2022

By-laws

2022-350 Councillor Fellows – Deputy Mayor Pennings

THAT By-law Nos. 2022-95, 2022-96, 2022-97, 2022-98, 2022-99 and 2022-100 be read a first and second time, considered read a third time and finally passed this 12th day of December 2022.

CARRIED

OTHER BUSINESS:

Council reviewed the items under Other Business.

CLOSED SESSION:

2022-351 Councillor Emons – Councillor Adzija

THAT Council of the Township of Southwold now moves into a session of the meeting that shall be closed to the public at **7:36 p.m.** in accordance with Section 239 (2) of the Municipal Act, S.O. 2001, c. 25 for discussion of the following matters;

- Personal Matters about an identifiable individual, including municipal or local board members (section 239(2))(b) and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board – Section 239(2)(k) – Building Services Staff / Service to West Elgin

CARRIED

Adjournment of Closed Session

2022-352 Deputy Mayor Pennings – Councillor Fellows

THAT Council of the Township of Southwold adjourns the Closed Session of the Regular Council meeting at **7:52 p.m.**

CARRIED

STAFF DIRECTION

Staff was given direction from Council on the items that were discussed in the Closed Session.

DELEGATION:

7:56 p.m. – 8:44 p.m.

Mark Harris and Matthew Belding presented the 3rd quarter reports and the 2023 capital proposals to Council.

OCWA Reports- Southwold Water Distribution and Tallbotville Wastewater Treatment Plant – 3rd Quarter

2022-353 Deputy Mayor Pennings – Councillor Emons

THAT Council of the Township of Southwold hereby receives the reports from Mark Harris, Matthew Belding and Robin Trepanier, OCWA re: The Southwold Water Distribution System 3rd Quarter Operations Report and the Talbotville Wastewater Treatment Plant 3rd Quarter Operations Report for information purposes.

CARRIED

BY-LAW:

Confirming By-law

2022-354 Deputy Mayor Pennings – Councillor Emons

THAT By-law No. 2022-101 be read a first and second time, considered read a third time and finally passed this 12th day of December 2022.

CARRIED

ADJOURNMENT:

2022-355 Deputy Mayor Pennings – Councillor Adzija

THAT Council for the Township of Southwold adjourns this Regular meeting of Council at **8:46 p.m.**

CARRIED

Mayor
Grant Jones

CAO/Clerk
Jeff Carswell



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: January 9, 2023

PREPARED BY: Brent Clutterbuck, Drainage Superintendent

REPORT NO: DRA 2023-01

**SUBJECT MATTER: Drainage Reapportionment confirmation of 2022
apportionments**

Recommendation(s):

THAT Council for the Township of Southwold hereby accepts the drainage reapportionment undertaken for the Consent Applications E23-21, E24-21, E87-21, E27/22, E53/22, E54/22, E55/22 and E56/22; and,

FURTHER THAT these reapportionments will become effective upon stamping of the applicable deed; and,

FURTHER THAT a copy of this resolution and drainage reapportionment be filed in each applicable drain file.

Purpose:

To affix the Drainage reapportionments under section 65(2) of the Drainage Act, R.S.O, c. D.17 that were completed in 2022 as a condition of consent application

Background:

Reapportionments undertaken are attached as Appendix A, Appendix B, Appendix C, Appendix D and Appendix E.

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"



Brent Clutterbuck
Drainage Superintendent

email drainage@southwold.ca
tel 519-769-2010

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

southwold.ca



February 7, 2022

Middlemarch Farms Limited.
30 Symphony Court,
St Thomas, ON
N5P 4K1

Re: Drainage Re-apportionment Request

The re-apportionment of the assessment for municipal drains is a condition of approval for Consent application number **E23/21, Part Lot 22 Concession STR, Township of Southwold**. Roll number **34-24-000-001-02900** known locally as **36309 Fingal Line**. You propose to sever a parcel with a frontage of 14.2 meters (46.59 feet) along Fingal Line by a depth of 438.6 metres (1438.98 feet) and an area of 0.97 hectares (2.4 Acres) Containing one house surplus to the needs of the owner. The owners are retaining 38.73 hectares (95.7 acres) proposed to remain in agricultural use.

Section 65(2) of the Drainage Act, R.S.O. 1990, Chapter D.17 allows the owners of land to mutually agree on how to share assessments on the subdivision of land.

Agreement on share of assessment

65 (2) If the owners of the subdivided land mutually agree on the share of the drainage assessment that each should pay, they may enter into a written agreement and file it with the clerk of the local municipality and, if the agreement is approved by the council by resolution, no engineer need be instructed under subsection (1). 2010, c. 16, Sched. 1, s. 2 (26).

I have reviewed the supplied Plan and the Drainage reports for the affected areas, and I am making **recommendations** to re-apportion the following drains:

- 1) Fowler Drain, Dated February 28, 2000, By Spriet Associates, By-Law 2000-10
- 2) Fowler Drain, Dated January 5, 1970, By Spriet Associates, By-Law 1771
- 3) Jackson Drain #2, Dated July 7, 1976, By Spriet Associates, By-Law 76-29
- 4) Goodhue Drainage Works 1997, dated March 31, 1997, By-Law 97-11
- 5) Robb Drain, Dated June 4, 1954, By S.W. Archibald, By-Law 1278
- 6) Robb Drain, Dated October 17, 1978, By Spriet Associates, By-Law 78-34

The methodology used for these recommendations is to re-apportion the Outlet and Benefit assessments to be consistent as much as possible with the existing assessment schedule contained in the current report for each Municipal Drain. Outlet is generally adjusted proportionally by watershed land area contained in the new parcels of land. The

Benefit recommendations reflect the estimated length of Municipal Drainage tile or ditch that is physically or immediately adjacent on the retained and severed lands as compared to what was on the original parcel of land. All values are then rounded with the residential property being the property that is rounded up taking into consideration that the residential property has a higher relative run off rate because of hard surfaces like laneways and roof areas.

You are under no obligation to agree to the recommendations above, but if you do not agree to a form of sharing approved by the Drainage Superintendent, Subsection 1 of Section 65 of the Drainage Act allows the Clerk to instruct an Engineer to apportion the assessment. Subsection 4 of Section 65 states that the costs incurred, including the fees of the Engineer, shall be paid by the landowners involved.

If you agree with the recommendations, please have all landowners sign and date the form and return it to my attention at the Township of Southwold. Once Council sets the apportionments by resolution, you will be sent a copy of this agreement.

Feel free to call me if you have any questions concerning this issue.

Brent Clutterbuck

Recommendations:

That the following drains be apportioned as shown below:

Fowler Drain 2000				Feb. 28, 2000	Spriet Associates		
Schedule "C" assessment for construction					By-Law 2000-10		
Main Drain - Open Portion							
Which Currently reads							
Roll #	Con	Lot	Ha	Name	Benefit	Outlet	Total
001-029	STRE	Pt W1/2 22	37.9	Middlemarch Farms Ltd.	2100.00	1414.00	3514.00
Is recommended to now read							
retained E23/31	STRE	Pt W1/2 22	36.93	Middlemarch Farms Ltd.	1950.00	1364.00	3314.00
Severed E23/21	STRE	Pt Pt W1/2 22	0.97	Middlemarch Farms Ltd.	150.00	50.00	200.00
and that future maintenance to the existing access culvert to the retained and severed portion shall be levied 1/3 to the retained farmland, 1/3 to the severed residential lot and the remainder shall be pro-rated over the upstream outlet assessments							
and that all assessments to Branch "A" to remain with retained farmland							

Jackson Drain #2				July 7, 1970		Spriet Associates		
Main Drain						76-29		
Which Currently reads								
Roll #	Con	Lot	Acres	Name		Benefit	Outlet	Total
	STRE	Pt W1/2 22	66	A. Telfer		3630.00	3260.00	6890.00
Is recommended to now read								
retained E23/31	STRE	Pt W1/2 22	65.2	Middlemarch Farms Ltd.		3630.00	3215.00	6845.00
Severed E23/21	STRE	Pt Pt W1/2 22	0.8	Middlemarch Farms Ltd.			45.00	45.00
and that all assessments to Branch "A, C, D & E" to remain with retained farmland								

That all assessments to the following drains

- 1) Fowler Drain, Dated January 5, 1970, By Spriet Associates, By-Law 1771
- 2) Goodhue Drainage Works 1997, dated March 31, 1997, By-Law 97-11
- 3) Robb Drain, Dated June 4, 1954, By S.W. Archibald, By-Law 1278
- 4) Robb Drain, Dated October 17, 1978, By Spriet Associates, By-Law 78-34

will continue to be assessed to the retained farmlands as the watersheds of these drains do not affect the severed parcel

I (we) Harm Spangenberg having authority to bind the Corporation **Middlemarch Farms Limited**, being the owner(s) of **Part Lot 22 Concession STR, Township of Southwold**. Roll number **34-24-000-001-02900** known locally as **36309 Fingal Line** hereby agree to the above recommendations for the re-apportionment of Drainage Assessments to this property and we ask the Council of the Township of Southwold, by resolution affix the above apportionments the respective Drainage By-Laws for the retained and severed parcels, until such time as the assessment is changed under the Drainage Act

Harm Spangenberg

Name (please print)

Signature

Nov 13 2022

Date

Name (please print)

Signature

Date



Brent Clutterbuck

Drainage Superintendent

email drainage@southwold.ca

tel/ 519-769-2010

Township of Southwold

35663 Fingal Line, Fingal, Ontario, N0L 1K0

southwold.ca



February 7, 2022

Middlemarch Farms Limited.
30 Symphony Court,
St Thomas, ON
N5P 4K1

Re: Drainage Re-apportionment Request

The re-apportionment of the assessment for municipal drains is a condition of approval for Consent application number **E24/21, Part Lot 24 Concession STR, Township of Southwold**. Roll number **34-24-000-001-03500** known locally as **36653 Fingal Line**. You propose to sever a parcel with a frontage of 58 meters (190.29 feet) along Fingal Line by a depth of 74.3 metres (243.86 feet) and an area of 0.44 hectares (1.09 Acres) Containing one residence surplus to the needs of the owner. The owners are retaining 60.1 hectares (148.51 acres) proposed to remain in agricultural use.

Section 65(2) of the Drainage Act, R.S.O. 1990, Chapter D.17 allows the owners of land to mutually agree on how to share assessments on the subdivision of land.

Agreement on share of assessment

65 (2) If the owners of the subdivided land mutually agree on the share of the drainage assessment that each should pay, they may enter into a written agreement and file it with the clerk of the local municipality and, if the agreement is approved by the council by resolution, no engineer need be instructed under subsection (1). 2010, c. 16, Sched. 1, s. 2 (26).

I have reviewed the supplied Plan and the Drainage reports for the affected areas, and I am making **recommendations** to re-apportion the following drains:

- 1) **Fowler Drain, Dated February 28, 2000, By Spriet Associates, By-Law 2000-10**
- 2) **Casey Drain, Dated Sept. 30, 1999, By Spriet Associates, By-Law 99-30**
- 3) **Jackson Drain #1, Dated Nov. 10, 1995, By Spriet Associates, By-Law 96-4**
- 4) **Hagerty Drain, dated May 26, 1992, By Spriet Associates, By-Law 92-19**

The methodology used for these recommendations is to re-apportion the Outlet and Benefit assessments to be consistent as much as possible with the existing assessment schedule contained in the current report for each Municipal Drain. Outlet is generally adjusted proportionally by watershed land area contained in the new parcels of land. The Benefit recommendations reflect the estimated length of Municipal Drainage tile or ditch that is physically or immediately adjacent on the retained and severed lands as

compared to what was on the original parcel of land. All values are then rounded with the residential property being the property that is rounded up taking into consideration that the residential property has a higher relative run off rate because of hard surfaces like laneways and roof areas.

You are under no obligation to agree to the recommendations above, but if you do not agree to a form of sharing approved by the Drainage Superintendent, Subsection 1 of Section 65 of the Drainage Act allows the Clerk to instruct an Engineer to apportion the assessment. Subsection 4 of Section 65 states that the costs incurred, including the fees of the Engineer, shall be paid by the landowners involved.

If you agree with the recommendations, please have all landowners sign and date the form and return it to my attention at the Township of Southwold. Once Council sets the apportionments by resolution, you will be sent a copy of this agreement.

Feel free to call me if you have any questions concerning this issue.

Brent Clutterbuck

Recommendations:

That the following drains be apportioned as shown below:

Fowler Drain 2000				Feb. 28, 2000		Spriet Associates	
Schedule "C" assessment for construction						By-Law 2000-10	
Main Drain - Open Portion							
Which Currently reads							
Roll #	Con	Lot	Ha	Name	Benefit	Outlet	Total
001-035	STRE	24	50.2	Middlemarch Farms Ltd.		2755.00	2755.00
Is recommended to now read							
retained E24/31	STRE	24	49.98	Middlemarch Farms Ltd.		2740.00	2740.00
Severed E24/21	STRE	Pt 24	0.22	Middlemarch Farms Ltd.		15.00	15.00
Branch "C"							
Which Currently reads							
Roll #	Con	Lot	Ha	Name	Benefit	Outlet	Total
001-035	STRE	24	3.6	Middlemarch Farms Ltd.	30.00	368.00	398.00
Is recommended to now read							
retained E24/31	STRE	24	3.38	Middlemarch Farms Ltd.		345.00	345.00
Severed E24/21	STRE	Pt 24	0.22	Middlemarch Farms Ltd.		23.00	23.00
Branch "D"							
Which Currently reads							
Roll #	Con	Lot	Ha	Name	Benefit	Outlet	Total
001-035	STRE	24	3.6	Middlemarch Farms Ltd.		788.00	788.00
Is recommended to now read							
retained E24/31	STRE	24	3.38	Middlemarch Farms Ltd.		776.00	776.00
Severed E24/21	STRE	Pt 24	0.22	Middlemarch Farms Ltd.		12.00	12.00
and that all assessments to Branch "B" and to the "Main Drain Closed Portion" to remain with retained farmland							

Casey Drain			September 30, 1999			Spriet Associates		
Main Drain						99-30		
Which Currently reads								
Roll #	Con	Lot	Ha	Name	Benefit	Outlet	Total	
001-035	STRE	24	8.3	Middlemarch Farms Ltd.		1.10	1.10	
Is recommended to now read								
retained E24/31	STRE	24	8.08	Middlemarch Farms Ltd.		1.00	1.00	
Severed E24/21	STRE	Pt 24	0.22	Middlemarch Farms Ltd.		0.10	0.10	

Jackson Drain No. 1			November 10, 1995			Spriet Associates		
Schedule "D" Assessment for Maintenance						96-4		
Which Currently reads								
Roll #	Con	Lot	Ha	Name	Benefit	Outlet	Total	
001-035	STRE	24	8.3	Middlemarch Farms Ltd.		1.80	1.80	
Is recommended to now read								
retained E24/31	STRE	24	8.08	Middlemarch Farms Ltd.		1.70	1.70	
Severed E24/21	STRE	Pt 24	0.22	Middlemarch Farms Ltd.		0.10	0.10	
and that all assessments to Branch "A" and Branch "B" to remain with retained farmland								

And that all assessments to the following drain:

Hagerty Drain, dated May 26, 1992, By Spriet Associates, By-Law 92-19

will continue to be assessed to the retained farmlands as the watersheds of these drains do not affect the severed parcel

I (we) Harm Spangenberg having authority to bind the Corporation **Middlemarch Farms Limited**, being the owner(s) of **Part Lot 24 Concession STR, Township of Southwold**. Roll number **34-24-000-001-03500** known locally as **36653 Fingal Line** hereby agree to the above recommendations for the re-apportionment of Drainage Assessments to this property and we ask the Council of the Township of Southwold, by resolution affix the above apportionments the respective Drainage By-Laws for the retained and severed parcels, until such time as the assessment is changed under the Drainage Act

Harm Spangenberg
Name (please print)

[Signature]
Signature

Nov 13 2022
Date

Name (please print)

Signature

Date



Brent Clutterbuck

Drainage Superintendent

email drainage@southwold.ca

tel 519-769-2010

Township of Southwold

35663 Fingal Line, Fingal, Ontario, N0L 1K0

southwold.ca



February 7, 2022

Daniel Dale and Joanna Dale
37360 Lake Line,
Port Stanley, ON
N5L 1J1

Re: Drainage Re-apportionment Request

The reapportionment of the assessment for municipal drains is a condition of approval for Consent application number **E87/21, Plan 39 Pt BLK K RP 11R849 Part 1, Township of Southwold**. Roll number **34-24-000-008-11200** known locally as **37360 Lake Line**. The applicants propose to sever a parcel with an area of 0.428 hectares (1.10596 acres) to be conveyed to the adjacent property Roll number **34-24-000-008-11201** locally known as 37362 Lake Line and owned by Ken Gifford

The applicants are retaining a parcel with an area of 11.782 hectares (29.1104 acres) containing a house and a storage barn proposed to remain in residential use.

Section 65(2) of the Drainage Act, R.S.O. 1990, Chapter D.17 allows the owners of land to mutually agree on how to share assessments on the subdivision of land.

Agreement on share of assessment

65 (2) *If the owners of the subdivided land mutually agree on the share of the drainage assessment that each should pay, they may enter into a written agreement and file it with the clerk of the local municipality and, if the agreement is approved by the council by resolution, no engineer need be instructed under subsection (1). 2010, c. 16, Sched. 1, s. 2 (26).*

I have reviewed the supplied Plan and the Drainage reports for the affected areas, and I am making **recommendations** to re-apportion the following drain:

- 1) Marr Drain Improvement, Dated May 2021, By R.J. Burnside, Central Elgin By-Law 2603

The methodology used for these recommendations is to re-apportion the Outlet and Benefit assessments to be consistent as much as possible with the existing assessment schedule contained in the current report for each Municipal Drain. Outlet is generally adjusted proportionally by watershed land area contained in the new parcels of land. The Benefit recommendations reflect the estimated length of Municipal Drainage tile or ditch that is physically or immediately adjacent on the retained and severed lands as compared to what was on the original parcel of land. All values are then rounded with the residential property being the property that is rounded up taking into consideration that the residential property has a higher relative run off rate because of hard surfaces like laneways and roof areas.

You are under no obligation to agree to the recommendations above, but if you do not agree to a form of sharing approved by the Drainage Superintendent, Subsection 1 of Section 65 of the Drainage Act allows the Clerk to instruct an Engineer to apportion the assessment. Subsection 4 of Section 65 states that the costs incurred, including the fees of the Engineer, shall be paid by the landowners involved.

If you agree with the recommendations, please have all landowners sign and date the form and return it to my attention at the Township of Southwold. Once Council sets the apportionments by resolution, you will be sent a copy of this agreement.

Feel free to call me if you have any questions concerning this issue.

Brent Clutterbuck

Recommendations:

That the Marr Drain be reapportioned as follows

Marr Drain Improvement				May-21	R.J. Burnside		
Appendix C2 - Assessment for Construction					By-Law 2603		
Which Currently reads							
Roll #	Con	Lot	Ha	Name	Benefit	Outlet	Total
8-112-00	R2NLR	Pt C	5.63	A. Gifford Est.		380.00	380.00
8-112-01	R2NLR	Pt C	0.31	K. Gifford		70.00	70.00
Is recommended to now read							
8-112-00	R2NLR	Pt C	5.202	D.& J. Dale		330.00	330.00
8-112-01	R2NLR	Pt C	0.738	K. Gifford		120.00	120.00

Appendix C4 - Assessment for Maintenance & Repair Sta. 0+00 to 0+314							
Which Currently reads							
Roll #	Con	Lot	Ha	Name	%		
8-112-01	R2NLR	Pt C	0.31	K. Gifford		0.31	
8-112-00	R2NLR	Pt C	5.63	A. Gifford Est.		5.63	
Is recommended to now read							
8-112-01	R2NLR	Pt C	0.738	K. Gifford		0.74	
8-112-00	R2NLR	Pt C	5.202	D.& J. Dale		5.20	

Appendix C5 - Assessment for Maintenance & Repair Sta. 0+314 to Sta 0+750							
Which Currently reads							
Roll #	Con	Lot	Ha	Name	%		
8-112-01	R2NLR	Pt C	0.31	K. Gifford		0.31	
8-112-00	R2NLR	Pt C	5.63	A. Gifford Est.		5.63	
Is recommended to now read							
8-112-01	R2NLR	Pt C	0.738	K. Gifford		0.74	
8-112-00	R2NLR	Pt C	5.202	D.& J. Dale		5.20	

Appendix C6 - Assessment for Maintenance & Repair Sta 0+750 to Sta 2+164							
Which Currently reads							
Roll #	Con	Lot	Ha	Name	%		
8-112-01	R2NLR	Pt C	0.31	K. Gifford		0.31	
8-112-00	R2NLR	Pt C	5.63	A. Gifford Est.		5.63	
Is recommended to now read							
8-112-01	R2NLR	Pt C	0.738	K. Gifford		0.74	
8-112-00	R2NLR	Pt C	5.202	D.& J. Dale		5.20	

We, Daniel Dale and Joanna Dale, being the owners of **Plan 39 Pt BLK K RP 11R849 Part 1, Township of Southwold.** Roll number **34-24-000-008-11200** known locally as **37360 Lake Line.** propose to sever a parcel with an area of 0.428 hectares (1.0596 acres) to be conveyed to the adjacent property Roll number **34-24-000-008-11201** locally known as 37362 Lake Line owned by Ken Gifford, hereby agree to the above recommendations for the re-apportionment of Drainage Assessments to this property and we ask the Council of the Township of Southwold, by resolution affix the above apportionments the respective Drainage By-Laws for the retained and severed parcels, until such time as the assessment is changed under the Drainage Act

Daniel Dale (Roll#008-12200)
Name (please print)

Signature

March 3 2022
Date

Joanna Dale (Roll#008-12200)
Name (please print)

Joanna Dale (Mar 3, 2022 09:00 EST)
Signature

March 3 2022
Date

Ken Gifford (Roll#008-12201)
Name (please print)

[Signature]
Signature

March 10 2022
Date



July 4, 2022

John Adam & Kristen Lethbridge
36434 McDiarmid Line
Shedden, ON
NOL 2E0

Re: Drainage Re-apportionment Request

Dear Mr. and Mrs. Lethbridge:

The reapportionment of the assessment for municipal drains is a condition of approval for Consent application number **E27/22, Part Lots 17,18 and 19, Concession SNBTR Township of Southwold**. Roll number **34-24-000-004-08020** known locally as **36434 McDiarmid Line**. The applicants propose to sever a parcel with a frontage of 53 metres (173.88 feet) along McDiarmid Line by a depth of 300.9 meters (987.2 feet) and an area of 1.43 hectares (3.52 acres) for rural residential use. The applicants are retaining a parcel with an area of 93 +/- hectares (229.81 +/- acres) proposed to remain in agricultural use.

Section 65(2) of the Drainage Act, R.S.O. 1990, Chapter D.17 allows the owners of land to mutually agree on how to share assessments on the subdivision of land.

Agreement on share of assessment

65 (2) If the owners of the subdivided land mutually agree on the share of the drainage assessment that each should pay, they may enter into a written agreement and file it with the clerk of the local municipality and, if the agreement is approved by the council by resolution, no engineer need be instructed under subsection (1). 2010, c. 16, Sched. 1, s. 2 (26).

I have reviewed the supplied severance plan and the Drainage reports for the affected areas, and I am making **recommendations** to re-apportion the following drains:

- 1) Lunn Fulton Drain, Dated April 23, 1968, By A.M. Spriet Associates, By-Law 1682
- 2) Gregory Fulton Drain Dated May 31, 1979, By A.M. Spriet Associates, By-Law 79-21
- 3) Cummings Fulton Drain, Dated August 22, 1968, By A.M. Spriet Associates, By-Law 1698



4) McIntosh Drain #1, Dated Aug 4, 1913, by Jas. A. Bell and Son, By-Law 730

The methodology used for these recommendations is to re-apportion the Outlet and Benefit assessments to be consistent as much as possible with the existing assessment schedule contained in the current report for each Municipal Drain. Outlet is generally adjusted proportionally by watershed land area contained in the new parcels of land. The Benefit recommendations reflect the estimated length of Municipal Drainage tile or ditch that is physically or immediately adjacent on the retained and severed lands as compared to what was on the original parcel of land. All values are then rounded with the residential property being the property that is rounded up taking into consideration that the residential property has a higher relative run off rate because of hard surfaces like laneways and roof areas.

You are under no obligation to agree to the recommendations above, but if you do not agree to a form of sharing approved by the Drainage Superintendent, Subsection 1 of Section 65 of the Drainage Act allows the Clerk to instruct an Engineer to apportion the assessment. Subsection 4 of Section 65 states that the costs incurred, including the fees of the Engineer, shall be paid by the landowners involved.

If you agree with the recommendations, please have all landowners sign and date the form and return it to my attention at the Township of Southwold. Once Council sets the apportionments by resolution, you will be sent a copy of this agreement.

Feel free to call me if you have any questions concerning this issue.

Yours truly,

Brent Clutterbuck
Drainage Superintendent

**Recommendations:**

That the Lunn Fulton Drain be reapportioned as follows

The lines in the Assessment Schedule of the							
Lunn-Fulton Drain				23-Apr-68 Spriet Associates			
Which Currently reads				By-Law 1682			
Roll #	Con	Lot	Ac.	Name	Benefit	Outlet	Total
	SNBTR	SE1/4 19	4	C. Orchard	396.00	56.00	452.00
Is recommended to now read							
Severed E27/22	SNBTR	Pt. SE1/4 19	2	A. & K. Lethbridge	210.00	28.00	238.00
Retained E29/22	SNBTR	SE1/4 19	2	A. & K. Lethbridge	186.00	28.00	214.00

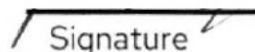
And that all assessments to the following municipal drains

- 1) Gregory Fulton Drain Dated May 31, 1979, By A.M. Spriet Associates, By-Law 79-21
- 2) Cummings Fulton Drain, Dated August 22, 1968, By A.M. Spriet Associates, By-Law 1698
- 3) McIntosh Drain #1, Dated Aug 4, 1913, by Jas. A. Bell and Son, By-Law 730

Will remain with the retained farmlands

We, John Adam and Kristen Lethbridge, being the owners of **Part Lots 17,18 and 19, Concession SNBTR Township of Southwold. Roll number 34-24-000-004-08020** known locally as **36434 McDiarmid Line.** propose to sever 1.43 hectares (3.52 acres) for rural residential use, hereby agree to the above recommendations for the re-apportionment of Drainage Assessments to this property and we ask the Council of the Township of Southwold, by resolution affix the above apportionments the respective Drainage By-Laws for the retained and severed parcels, until such time as the assessment is changed under the Drainage Act

John Adam Lethbridge
Name (please print)


Signature

July 5th, 2022
Date

Kristen Lethbridge
Name (please print)

Signature

July 5th, 2022
Date

December 2, 2022

Jane and John Andrews
10518 Ford Road
St. Thomas, ON
N5P 3T1

Re: Drainage Reapportionment Request

The reapportionment of the assessment for municipal drains is a condition of approval for Consent application number **E53/22(Lot 2), E54/22(Lot 3), E55/22(Lot 4) and E56/22(Lot 5), Part of Lots 2&3 Concession D in the Township of Southwold.** Roll number **34-24-000-009-04003** known locally as **10518 Ford Road.** The applicants propose to sever four parcels each with an area of .34 hectares (84 acres)

E 53/22(Lot 2) is described as parcel with a frontage of 50.1 metres(164.37 feet) and a depth of 79.3 metres(230.64 feet) and an area of 0.34ha(0.84acres) to create a new residential lot

E 54/22(Lot 3) is described as parcel with a frontage of 60.1 metres(197.18 feet) and a depth of 63 metres(206.70 feet) and an area of 0.34ha(0.84acres) to create a new residential lot

E 55/22(Lot 4) is described as parcel with a frontage of 75.7 metres(248.36 feet) and a depth of 51.2 metres(167.98 feet) and an area of 0.34ha(0.84acres) to create a new residential lot

E 56/22(Lot 5) is described as parcel with a frontage of 109.7 metres(359.91 feet) and a depth of 40.1 metres(131.56 feet) and an area of 0.34ha(0.84acres) to create a new residential lot

The applicant is retaining a lot with a frontage of 98 metres(321.52 feet) and a depth of 79.3metres (260.17 feet) and an area of 0.68ha (1.68 acres) containing a single detached dwelling unit and proposed to remain in residential use identified as Lot 1 in the applications.

Section 65(2) of the Drainage Act, R.S.O. 1990, Chapter D.17 allows the owners of land to mutually agree on how to share assessments on the subdivision of land.

Agreement on share of assessment

65 (2) *If the owners of the subdivided land mutually agree on the share of the drainage assessment that each should pay, they may enter into a written agreement and file it with the clerk of the local municipality and, if the agreement is approved by the council by resolution, no engineer need be instructed under subsection (1). 2010, c. 16, Sched. 1, s. 2 (26).*

I have reviewed the supplied Plan and the Drainage reports for the affected areas, and I am making **recommendations** to re-apportion the following drains:

- 1) Auckland Drain, March 15, 1949, Fred Bell, By-Law 1180**
- 2) Auckland Drain, April 9, 1980, By Spriet Associates, By-Law 80-15**
- 3) Auckland Drain, October 2, 1984, By Spriet Associates, By-Law 85-1**

The methodology used for these recommendations is to re-apportion the Outlet and Benefit assessments to be consistent as much as possible with the existing assessment schedule contained in the current report for each Municipal Drain. Outlet is generally adjusted proportionally by watershed land area contained in the new parcels of land. The Benefit recommendations reflect the estimated length of Municipal Drainage tile or ditch that is physically or immediately adjacent on the retained and severed lands as compared to what was on the original parcel of land. All values are then rounded with the residential property being the property that is rounded up taking into consideration that the residential property has a higher relative run off rate because of hard surfaces like laneways and roof areas.

You are under no obligation to agree to the recommendations above, but if you do not agree to a form of sharing approved by the Drainage Superintendent, Subsection 1 of Section 65 of the Drainage Act allows the Clerk to instruct an Engineer to apportion the assessment. Subsection 4 of Section 65 states that the costs incurred, including the fees of the Engineer, shall be paid by the landowners involved.

If you agree with the recommendations, please have all landowners sign and date the form and return it to my attention at the Township of Southwold. Once Council sets the apportionments by resolution, you will be sent a copy of this agreement.

Feel free to call me if you have any questions concerning this issue.

Brent Clutterbuck

Recommendations:

That the assessment for the Auckland Drain Branch E 1949, the Auckland Drain 1980 and the Auckland Drain 1984 be apportioned as shown in the chart below:

The lines in the Assessment Schedule of the							
Auckland Drain				15-Mar-49	Fred Bell		
Branch E					By-Law 1180		
Which Currently reads							
Roll #	Con	Lot	Ac	Name	Benefit	Outlet	Total
	D	Pt 2&3	5	A Andrews		50	50.00
Is recommended to now read							
Severed E53/22 Lot 2	D	Pt 3	0.84	J&J Andrews		8.40	8.40
Severed E54/22 Lot 3	D	Pt 3	0.84	J&J Andrews		8.40	8.40
Severed E55/22 Lot 4	D	Pt 3	0.84	J&J Andrews		8.40	8.40
Severed E56/22 Lot 5	D	Pt 3	0.84	J&J Andrews		8.40	8.40
Retained E53-56/22 Lot 1	3	Pt 2&3	1.68	J&J Andrews		16.80	16.40

The lines in the Assessment Schedule of the							
Auckland Drain Main Drain				09-Apr-80	Spriet Associates By-Law 80-15		
Which Currently reads							
Roll #	Con	Lot	Ha	Name	Benefit	Outlet	Total
	D	Pt N1/2 3	2.15	A Andrews		28	28
Is recommended to now read							
Severed E53/22 Lot 2	D	Pt 3	0.34	J&J Andrews		4.76	4.76
Severed E54/22 Lot 3	D	Pt 3	0.34	J&J Andrews		4.76	4.76
Severed E55/22 Lot 4	D	Pt 3	0.34	J&J Andrews		4.76	4.76
Severed E56/22 Lot 5	D	Pt 3	0.34	J&J Andrews		4.76	4.76
Retained E53-56/22 Lot 1	3	Pt 2&3	0.68	J&J Andrews		8.96	16.40

The lines in the Assessment Schedule for Maintenance							
Auckland Drain				02-Oct-84	Spriet Associates		
Main Drain					By-Law 85-1		
Which Currently reads							
Roll #	Con	Lot	Ha	Name		% Maint	Total
009-04003	D	3	2	A.,M.,J.,& R. Andrews		0.20	0.2
Is recommended to now read							
Severed E53/22 Lot 2	D	Pt 3	0.34	J&J Andrews		0.033	0.033
Severed E54/22 Lot 3	D	Pt 3	0.34	J&J Andrews		0.033	0.033
Severed E55/22 Lot 4	D	Pt 3	0.34	J&J Andrews		0.033	0.033
Severed E56/22 Lot 5	D	Pt 3	0.34	J&J Andrews		0.033	0.033
Retained E53-56/22 Lot 1	3	Pt 2&3	0.68	J&J Andrews		0.068	0.068

If consent applications E55/22(Lot4) and E56/22(Lot 5) are not completed for some reason the assessment for the remaining larger being a combined lot 4&5 will be finally apportioned by adding the recommended apportioned assessments together for lots 4&5 for future drain maintenances.

We, Jane Andrews and John Andrews being the owners of, Part of Lots 2&3 Concession D in the Township of Southwold. Roll number 34-24-000-009-04003 known locally as 10518 Ford Road that is being severed into 5 lots by consent applications E53/22(lot 2), E54/22(Lot 3), E55/22(Lot 4) and E56/22(Lot 5). hereby agree to the above recommendations for the re-apportionment of Drainage Assessments to this property and we ask the Council of the Township of Southwold, by resolution affix the above apportionments the respective Drainage By-Laws for the retained and severed parcels, until such time as the assessment is changed under the Drainage Act

Jane Andrews _____ 2022
Name (please print) Signature Date

John Andrersws _____ 2022
Name (please print) Signature Date



The lines in the Assessment Schedule for Maintenance							
Auckland Drain				02-Oct-84	Spriet Associates		
Main Drain					By-Law 85-1		
Which Currently reads							
Roll #	Con	Lot	Ha	Name		% Maint	Total
009-04003	D	3	2	A.,M.,J.,& R. Andrews		0.20	0.2
Is recommended to now read							
Severed E53/22 Lot 2	D	Pt 3	0.34	J&J Andrews		0.033	0.033
Severed E54/22 Lot 3	D	Pt 3	0.34	J&J Andrews		0.033	0.033
Severed E55/22 Lot 4	D	Pt 3	0.34	J&J Andrews		0.033	0.033
Severed E56/22 Lot 5	D	Pt 3	0.34	J&J Andrews		0.033	0.033
Retained E53-56/22 Lot 1	3	Pt 2&3	0.68	J&J Andrews		0.068	0.068

If consent applications E55/22(Lot4) and E56/22(Lot 5) are not completed for some reason the assessment for the remaining larger being a combined lot 4&5 will be finally apportioned by adding the recommended apportioned assessments together for lots 4&5 for future drain maintenaces.

We, Jane Andrews and John Andrews being the owners of, Part of Lots 2&3 Concession D in the Township of Southwold. Roll number 34-24-000-009-04003 known locally as 10518 Ford Road that is being severed into 5 lots by consent applications E53/22(Lot 2), E54/22(Lot 3), E55/22(Lot 4) and E56/22(Lot 5). hereby agree to the above recommendations for the re-apportionment of Drainage Assessments to this property and we ask the Council of the Township of Southwold, by resolution affix the above apportionments the respective Drainage By-Laws for the retained and severed parcels, until such time as the assessment is changed under the Drainage Act

Jane Andrews
Name (please print)

Signature

Dec 3 2022
Date

John Anderws
Name (please print)

Signature

Dec 3 2022
Date



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: January 9, 2023

PREPARED BY: Brent Clutterbuck, Drainage Superintendent

REPORT NO: DRA 2023-02

SUBJECT MATTER: Tile Loan – Borrowing By-law

Recommendation: THAT Council give consideration to By-law No. 2023-06 included on the January 9, 2023 Agenda.

Background:

The Tile Loan Program is Authorized by the Tile Drainage Act. The previous Borrowing By-law No. 81-24 was for a value of \$900,000.00. With the most recent applications received for tile drain loans there is not capacity left for the Municipality to issue tile loans in the future. I am recommending that we set the Borrowing By-Law at \$500,000.00. This will allow for up to 10 more loans to be able to be approved in the future if the program limits do not change.

The interest rate of tile loan debentures is 6.0%. This interest rate is becoming more favourable with the recent change in the rates charged by the Bank of Canada. I am unable to predict what the future demand will be for tile loans as it is landowner driven. I am recommending a lesser amount than By-Law No. 81-24 as it is a simple process to pass another Borrowing By-law if required.

Comments/Analysis: This is a service provided by the municipality to assist qualifying agricultural lands obtain loans to partially cover the cost of installing private drainage tile on their lands. The municipality charges \$200.00 in administration to applicants when the rating by-law and debenture are issued once each individual loan is completed.

Financial Implications: The loans are guaranteed by the Province of Ontario, and they do not affect the borrowing capacity of the municipality.

Please see the attached Appendix A Ontario Ministry of Agriculture Food and Rural Affairs fact sheet that explains the program in more detail

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"

Ministry of Agriculture, Food and Rural Affairs

The Tile Loan Program

[PDF Version](#) - 155 KB

As part of providing [accessible customer service <https://www.ontario.ca/page/accessible-customer-service-policy>](https://www.ontario.ca/page/accessible-customer-service-policy), please email the Agricultural Information Contact Centre (ag.info.omafra@ontario.ca) if you require communication supports or alternate formats of this publication.

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6. [Resources](#)

Installing tile drainage is a very common land improvement practice among farmers in Ontario. Corrugated plastic tubing, clay and concrete drain tile are installed beneath the surface of agricultural land to drain excess water from the crop root zone. The benefits of tile drainage for crop productivity, farm efficiency and even for reducing environmental impacts have been studied and are generally well known to farmers.

In Ontario, the Tile Loan Program, authorized by the *Tile Drainage Act*, provides loans to agricultural property owners to help them finance these tile drainage projects.

The Program in a Nutshell

Landowners in a municipality in Ontario planning to install a tile drainage system on their agricultural land are eligible for a tile loan under this program.

All tile loans have 10-year terms, and repayments are made annually. Landowners are eligible for a loan of up to 75% of the value of the tile drainage work, but the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) and the local municipality may have policies that further restrict the total dollar amount of any loan in any given year. The provincial government sets the program interest rate at a competitive level. This rate is fixed for the full term of the loan, regardless of changes in market interest rates. The interest rate is calculated annually, not semi-annually, as is done by most financial institutions. Check with your local municipality for more information on current tile loan policies and interest rates.

The application process is quite simple. Loan application forms, available at your municipality, must be submitted to the municipal council. Once council approves the application, the owner arranges to have the work completed by a licensed tile drainage contractor (for more information on licensing, see the OMAFRA Factsheet [Agricultural Drainage Licensing](#), Order No. 01-063). The municipality will inspect the work and may charge a fee for this inspection. Once a month, the municipality prepares loan documents to send to OMAFRA in the amount of all the loans for that month. After processing these documents, OMAFRA issues a cheque to the municipality, which distributes the loan funds to each individual applicant.

The municipality collects the loan repayments from the owner and remits them to OMAFRA. Defaulted payments are rare but are treated in the same manner as unpaid taxes.

The loan can be repaid in full at any time. Contact your municipality to find out the amount still owing at the time of your proposed payout date.

The Loan Applicant's Responsibilities

Consider installing tile drainage if you are the property owner and can answer "yes" to these questions:

- Is there a drainage problem on my agricultural land?

- Will the soil on my land respond to tile drainage?
- Is there a ditch or tile where my drainage system can be discharged that I may legally use?

Submit the completed tile loan application to your local municipality before any tile installation begins; some municipalities will not approve a loan if tiling starts before council approves the application. Only the agricultural property owner may apply for a loan. Farmers wishing to tile drain rented farmland must make their own arrangements with the property owner.

If the application is approved, the owner hires a licensed tile drainage contractor to do the work. Before the work begins, the owner must notify the municipality to arrange an inspection.

After receiving the loan, the agricultural property owner is responsible for making the loan repayments. The municipality sets the repayment method and schedule – either with the usual municipal tax bills or as a special tax bill on the anniversary date of the loan. Determine which collection method is used by your municipality before applying for and accepting the loan.

Ineligible Costs

Some costs are not eligible for funding through the Tile Loan Program:

Harmonized Sales Tax (HST): Farmers are eligible to receive a full HST rebate.

Costs Not Related to Tile Drainage: Indirect costs, such as the cost of removing tree stumps, cleaning up fence lines, land levelling, etc., are ineligible.

Costs Incurred off the Property: Any costs incurred off the applicant's property are ineligible.

Rebates and Refunds: Discounts received for volume purchases of tile or for early payment are not eligible.

Work Performed by an Unlicensed Contractor: Any tile drainage work that does not comply with the *Agricultural Tile Drainage Installation Act* is not eligible.

OMAFRA'S Responsibilities

OMAFRA is responsible for ensuring that municipalities are aware of the loan policies and program details. OMAFRA also processes the loan documents received from the municipality and arranges the transfer of the loan funds to the municipality. The Financial Service Delivery Branch of Ontario Shared Services is responsible for collecting the annual repayments from municipalities, as well as any tile loan redemptions. Under the *Agricultural Tile Drainage Installation Act*, a contractor installing tile drainage systems must be licensed by OMAFRA.

The Municipality's Responsibilities

The municipality must ensure that it has a valid borrowing bylaw under the *Tile Drainage Act* and that it is aware of the details of the current provincial Tile Loan Program policies. The municipal council must review each application for loan and approve or reject it.

Council may place borrowing restrictions on tile loans but must ensure that all loan applicants are treated equally. Council must appoint a drainage inspector to inspect the tile drainage work and file an inspection report. Once the work is completed, municipal staff prepare and submit the loan documents to OMAFRA.

After the municipality receives the loan funds, it distributes them to the loan applicants and is responsible for collecting the repayments from the property owner and repaying these funds to Ontario Shared Services. A penalty may be charged for late payments.

Resources

- [Land Improvement Contractors of Ontario <http://www.drainage.org>](http://www.drainage.org)
- [Drainage Guide for Ontario](#) (OMAFRA Publication 29)
- [Tile Drainage Act <http://www.e-laws.gov.on.ca>](http://www.e-laws.gov.on.ca)

For more information:

Toll Free: 1-877-424-1300

E-mail: ag.info.omafra@ontario.ca



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: January 9, 2023

PREPARED BY: Brent Clutterbuck, Drainage Superintendent

REPORT NO: DRA 2023-03

SUBJECT MATTER: Fulton Drain 1955 Tender Results

Recommendation: THAT Council of the Township of Southwold award the contract for the Fulton Drain Maintenance to **Laemers Excavating** for a total cost of **\$6,605.00 +HST** and instructs the Mayor to sign the tender contract.

Purpose:

To provide Council with the tender results for the maintenance on the Fulton Drain.

Background:

Tenders were circulated to five contractors in Southwold and Dutton Dunwich that have maintained Municipal drains in the past. I specified that the water work will need to be completed by March 14, 2023 to comply with the Department of Fisheries and Oceans timing windows for work in water. They can level spoil later in the spring before crop planting time if needed.

The work consists of 2644 feet of open ditch clean out and brushing, plus cleaning one laneway culvert on Branch B. The last time this drain had a bottom clean out was in about 2005.

Tenders were opened Wednesday January 4, 2023 at 1:30pm. The extent of the work comprised this tender is for the maintenance of the open ditch portion of the Hagerty Drain.

Comments/Analysis: Tender Results

<u>Contractor</u>	<u>Tender Amount</u>
Compact Works	\$ 7,350.00+hst
Laemers Excavating	\$ 6,605.00 +HST
Strieb Trucking	\$ 15,700.00+hst
Timmermans Farm Drainage	\$ 7,484.08+hst

Financial Implications: The portion of the costs of this maintenance that will be assessed to the Township of Southwold, Bush Line and Begg Road for this maintenance using the tender amount submitted by **Laemers Excavating** is approximately \$1,150.00

Strategic/Asset Management: The Bush Line road section assessed to this drain will have its outlet improved by returning the open portion of the drain to the 1955 specifications

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: January 9, 2023

PREPARED BY: Brent Clutterbuck, Drainage Superintendent

REPORT NO: DRA 2023-04

SUBJECT MATTER: Drainage Act Meeting Information

Recommendation:

None – For Council information

Purpose:

To provide Council with information on the procedures and timelines for *Drainage Act* Meetings.

Background:

At tonight's meeting you have received the drainage report for the A. & C. Jones Drain 2022 and have decided to proceed. This now sets up a series of deadlines and meetings that are specified in the *Drainage Act* R.S.O. 1990 to be followed by Council. There are time frames that are required to be met in this process. A brief synopsis of the events starting now are:

- 1) Mailing of the Notice of the Meeting to Consider the Report
- 2) Meeting to Consider the Report
- 3) Mailing of the Provisional By-Law and the Notice of the Court of Revision
- 4) Court of Revision
- 5) Final passing of the by-law

Along the way through this process there are several appeals available to affected parties and landowners to various appeal bodies.

I have attached information to this report and provided links from the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) Drainage Manual:

- 1) Meeting Information and timelines – Appendix A
- 2) Understanding Court of Revision Procedure – details the process
The following OMAFRA factsheets found on the public website at [Public \(gov.on.ca\)](https://www.gov.on.ca) Appendix B
- 3) [Drainage Legislation \(gov.on.ca\)](https://www.gov.on.ca) – Starting near the bottom of page two you can find a 38-step order of procedure for a petition drain from the receipt of a petition to final construction and assessment of a new drain

- 4) [Understanding drainage assessments | ontario.ca](#)– provides a description of drainage assessments
- 5) [Drainage Act Appeals \(gov.on.ca\)](#)– lists the appeals available by stage and to what appeal body
- 6) [So, What's A Municipal Drain? \(gov.on.ca\)](#)– provides a brief description of what is a municipal drain.

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"

2.4.6 CONSIDERATION OF FINAL REPORT BY COUNCIL

After the engineer's report is filed, and before calling the "Meeting to Consider", it may be wise for interested councilors and the Drainage Superintendent to review the report to ensure the engineer is addressing the issues as expressed at the on-site meeting. The review is to ensure that the engineer has considered the wishes and concerns of the landowners.

If council intends to proceed with the drainage work, it must, within thirty days of the report being filed, cause the clerk to send a copy of the report and notice stating date of filing, name of drainage works and date for council meeting to consider the report to: [41]

- a) all assessed owners of land and roads, or for which compensation or allowances have been provided;
- b) clerk of all other affected municipalities
- c) secretary-treasurer of affected conservation authority
- d) any affected railway, public utility or road authority;
- e) the Minister of Natural Resources and Forestry; and
- f) the Director of OMAFA

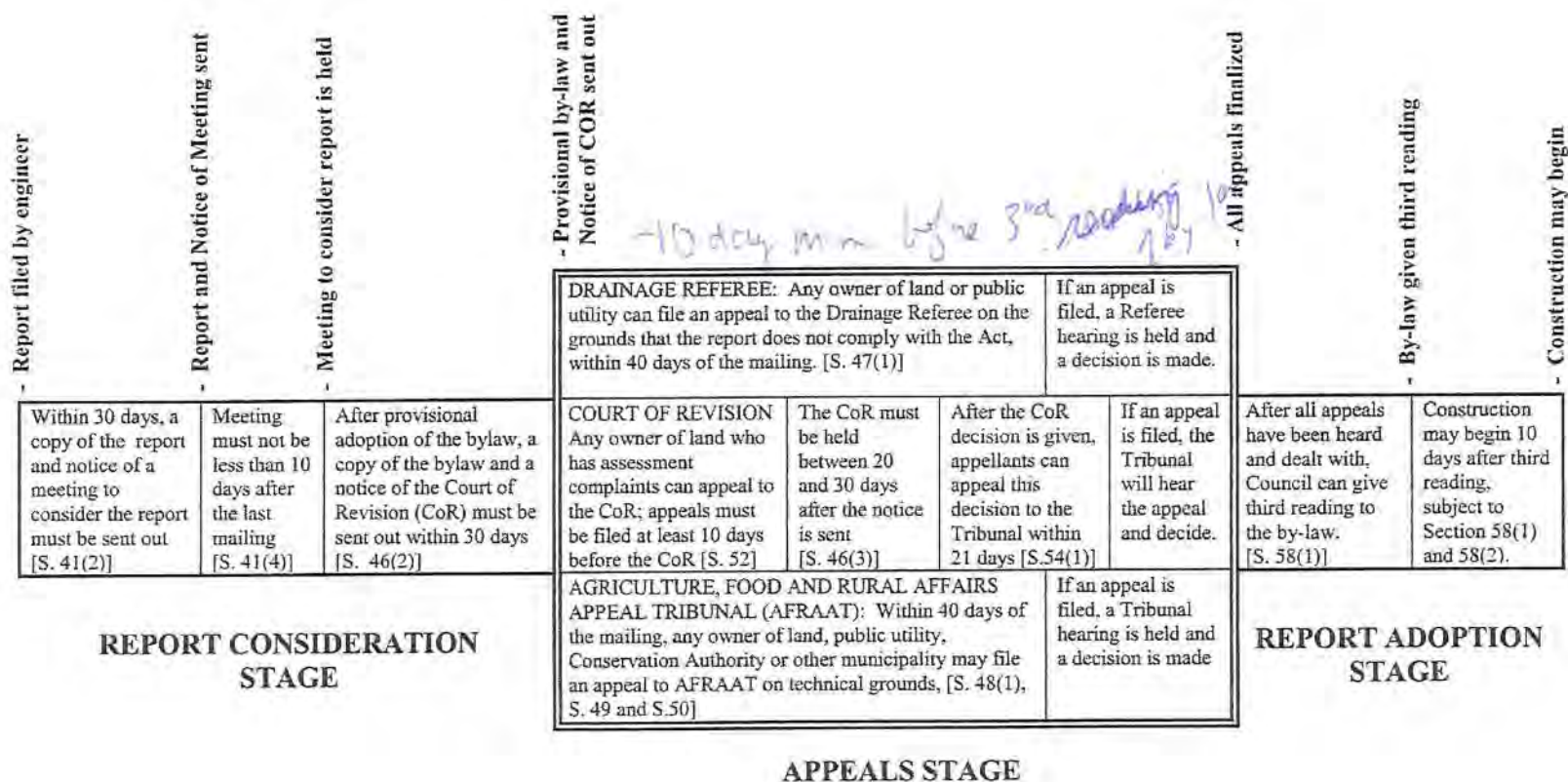
The clerk of each local municipality shall, within thirty days of the last notice being sent by the initiating municipality, send notice as described to all affected landowners in their municipality.

2.4.7 MEETING TO CONSIDER FINAL REPORT

At the "Meeting to Consider", the engineer presents the final report. The landowners and all other affected parties are given the opportunity to voice their concerns relating to any aspect of the report. If there appears to be errors in the report, or for any other reason the report should be reconsidered, the council of the initiating municipality may refer the report back to the engineer. [57]. The engineer shall reconsider the report and report back to council, and the new report will be subject to the same procedures as the original report in terms of the mailing of notices and the meetings that are required to be held.

Drainage Act forms can be found
on the Ministry's website:
www.ontario.ca/drainage
Click on "Ontario Municipalities"
and then on "Forms".

**TIME-LINE CHART
FOR A ENGINEERING PROJECT COMPLETELY CONTAINED WITHIN ONE MUNICIPALITY
FROM FILING OF REPORT TO CONSTRUCTION**



During the “Meeting to Consider”, each owner in the area requiring drainage shall be given the opportunity to withdraw by putting the request in writing, signing and filing the notice with the clerk. Each owner in the area requiring drainage who did not sign the petition shall be given the opportunity to do so. This includes the municipality if their lands or roads are within the area requiring drainage [42].

If at the end of the meeting, the petition does not comply with Section 4, the original petitioners are liable for the costs to date, pro rata in accordance with the assessment schedule [43].

If the petition does comply with Section 4, then council may proceed to adopt the report by giving two readings to a by-law for the drainage report [44]. The adopted by-law shall be known as a provisional by-law [45(1)]. Upon adoption of the by-law no person, subject to Section 59(1) shall be permitted to withdraw their name from the petition [44]. Otherwise the council is committed to the construction of the project. If the council does not proceed with the adoption of the report, any petitioner may appeal to the AFRAA Tribunal [45(2)].

Within 5 days of the adoption of the report, a copy of the provisional by-law and a notice of the time and place of the first sitting of the court of revision must be sent to the local municipalities. Anyone receiving allowances, compensation, or assessments must receive these. Each municipality is responsible for notifying its own property owners. This includes all parties notified under Section 41. Notices must be sent in prepaid mail within 30 days of the adoption of the by-law [46(2)].

The date of mailing the last notice dictates the date of the Court of Revision. It must be between 20 and 30 days from the mailing of the last notice.

Drainage Act forms can be found on the Ministry’s website:

www.ontario.ca/drainage

Click on “Ontario Municipalities” and then on “Forms”.

2.4.8 APPEALS

Now that the project appears to be on the road to construction, and the engineer is satisfied with the report, the parties have the additional opportunity to argue the legal proceedings, assessments, and technical design of the project. There are three appeal bodies: the Drainage Referee, the Court of Revision and the Agriculture, Food and Rural Affairs Appeal Tribunal. The Factsheet “*Drainage Act* Appeals”, located in the appendix of this manual, explains the various appeals, the courts having jurisdiction, and the types of appeals settled by each.

The procedures for appeals to the Referee are established by Drainage Act Regulation 232/15, entitled “Rules of Practice and Procedure in Proceedings Before the Referee”.

2.4.9 THE COURT OF REVISION, COMPOSITION AND DUTIES

Section 232(1) of *The Municipal Act 2001* requires every member of council to make and subscribe a declaration of office. The declarations briefly state that these officials will do the best job they can for the people of their municipality. Relating to work under the Drainage Act, it means that councilors should consider any drainage report or request faithfully and impartially and to the best of their knowledge.

The Court of Revision consists of three or five members appointed by council when a drainage works affects only the initiating municipality. To be eligible to be a member of the Court of Revision a person must be eligible to seek election to be a member of council. A member of council may be appointed to the Court of Revision.

When a drainage works affects two or more municipalities, the council of the initiating municipality appoints two members of the court. One of these two members is to be the chair. Each other municipality affected appoints one person to be a member. It is possible for an even number of persons to be on the Court of Revision [97].

It is suggested that the members of a Court of Revision be appointed at a regular council meeting. The appointment of an alternate member will help to eliminate the possibility of not having enough members present at the time of a hearing.

The jurisdiction of the Court of Revision is limited to two types of appeals. Any owner of land assessed for the drainage works can appeal to the Court of Revision on the following grounds:

- land or road has been assessed too high or too low.
- land or road should have been assessed but has not been assessed.
- due consideration has not been given to the type of use of the land. [52(1)].

The Court of Revision has no authority to change the engineer's report in any way other than to alter the schedule of assessments. If one assessment is reduced, others must be increased.

The method of giving notice of appeal is dealt with in Section 52 (2) of the *Act*, which states:

"To appeal, the owner shall send a notice to the clerk of the initiating municipality setting out the grounds of the appeal at least 10 days before the first sitting of the court."

Although the *Act* requires the owner to give notice of appeal at least ten days prior to the first sitting of the Court of Revision 46(2), the court may pass a resolution at the first sitting to accept appeals at that time [52(4)].

An infosheet entitled "Understanding Court of Revision Procedures Under the Drainage Act" is located in Tab 9 of the binder. It provides a useful source of information for members of the Court of Revision.

2.4.9a DUTIES OF THE CLERK OF THE COURT OF REVISION

The clerk has a number of duties associated with the Court of Revision. The clerk receives all notices of appeal to the court [52(1)]. If the Court of Revision reduces an assessment and all of those affected are not in attendance, the court adjourns and the clerk notifies all persons affected by the reduction. A second sitting is scheduled.

The clerk must also alter any assessments that are changed. Notice must be sent to all affected landowners and the provisional by-law must be amended.

The *Statutory Powers Procedure Act* governs the operation of the Court of Revision.

Understanding Court of Revision Procedures Under the Drainage Act

Sharon McCartan, OMAFRA

FEBRUARY 2010

INTRODUCTION

The Court of Revision is an appeal body established under the Drainage Act and administered by the local municipality. The Court of Revision allows landowners to challenge their drainage assessments quickly and informally. Unlike the Drainage Tribunal or the Drainage Referee, the Court of Revision has one power – to re-allocate funds in a drainage assessment schedule.

To learn more about assessments under the Drainage Act, refer to fact sheet Agdex 557 Order # 92-035, “Understanding Drainage Assessments.”

STEPS LEADING UP TO THE COURT OF REVISION

The Drainage Act sets out a democratic process for constructing new drains or improving existing drains. The following is a very basic outline of how a typical report would get to the Court of Revision. Refer to the Drainage Act for specific process requirements.

- One or more property owners submit a petition for drainage to their municipality. A project to improve an existing drain can also be initiated with a landowner request to council.
- The Council reviews the petition or request and decides whether to accept it.
- If accepted, Council sends a notice to the petitioner(s) and the local Conservation Authority, or, where a Conservation Authority does not exist, to the Minister of Natural Resources.
- After a 30 day period Council appoints an engineer to prepare a report.
- After completion of all meetings, surveys, design calculations or possible preliminary reports, the Engineer submits a final report which includes an assessment schedule that levies a share of the project cost on individual properties.
- The report is considered by council at a “meeting to consider the report”. The property owners affected by

the drain are invited to this meeting and have an opportunity to influence council’s decision.

- If council decides to proceed with the project, they give two readings of a bylaw adopting the report; at this stage, the bylaw is known as a ‘provisional bylaw’.
- A copy of the provisional by-law and a notice of the date and time of the Court of Revision hearing is sent to all involved property owners.
- The Court of Revision must be held before the third and final reading of the bylaw.

As you can see, quite a few steps must occur before a municipality can hold the Court of Revision’s first sitting.

APPEALS PROCEDURE AND TIMELINES

1 – Notice of the Sitting of Court

The municipal clerk must send notice of the first sitting of the Court to all landowners in the watershed of the proposed drain. The notice must be sent not more than 30 and not less than 20 days before the Court date. The notice must also be sent within 30 days of the second reading of the provisional bylaw. This notice must include:

- Date and time of the Court of Revision
- A copy of the provisional bylaw
- Procedure for Filing an Appeal

2 – Appeal Notice

Owners must send their appeal notices to the municipal clerk at least 10 days in advance of the date for the Court.

However, at their first sitting, the Court may, by resolution, agree to hear appeals that were not filed 10 days prior to the hearing date.

3 – Hearing

The municipality holds the hearing. For more detail on how to run a Court of Revision hearing, refer to “Suggested Procedure,” below.

4 – Appeals from the Court of Revision

All decisions made can be appealed to the Agriculture, Food and Rural Affairs Appeal Tribunal within 21 days of the pronouncement of the Court of Revision’s decision.

5 – Authorizing Bylaw

After all assessment appeals to the Court of Revision, Tribunal or Referee are exhausted, Council gives third reading to the authorizing bylaw. Due to the appeals process, 40 days is the minimum amount of time that must pass between mailing the notice of the Court’s first sitting, to giving the by-law its third reading. If landowners file appeals, the process will likely take longer.

THE ROLE OF THE CLERK

- The municipal clerk receives all notices of appeal to the Court of Revision.
- In advance of the Court of Revision hearing, the clerk should make a list of all appeals specifically listing the name of the appellant, the property of the appellant, the amount of the assessment and a summary of the grounds for the appeal
- If the Court of Revision is considering the reduction of a property assessment and is considering adding this reduction to a property whose owner is not in attendance, the court must adjourn. The clerk schedules a second sitting of the Court and notifies all property owners affected by the reduction.
- The clerk also alters any assessments changed by the Court and amends the provisional bylaw.

THE ROLE OF THE MEMBERS OF THE COURT OF REVISION

- Members of the Court may hear appeals on three grounds:
 - 1) Land or road has been assessed too high or low.
 - 2) Land or road should have been assessed but has not.
 - 3) Due consideration has not been given to the land’s use.
- The members of Court must hear these appeals and decide whether they are valid. The members must comply with the *Statutory Powers Procedure Act*, and they must conduct themselves fairly and without bias.
- The Court only has authority to change the schedule of assessments; they cannot make changes to the technical aspects of the report and they cannot refer the report back to the engineer for modifications.

- Total costs of the project must remain the same, which means that if the Court reduces an assessment, the Court re-allocates the shortfall among other assessed property owners.
- If the Court is considering adding to the assessment of one or more properties whose owners are not in attendance, the Court must adjourn and send notice to assessed property owners who were not at the Court of Revision at the time of the re-allocation. This allows the re-assessed landowners to appeal their new assessments.

THE ROLE OF THE APPELLANT

- If a landowner feels an assessment against their lands is too low, that land should have been assessed but has not, or that consideration has not been given to land use, they can file an appeal with the Court of Revision.
- Appeals must be filed with the clerk at least 10 days before the date of the Court of Revision.
- If a landowner wishes to appeal, but misses the date for filing the appeal, they can appear at the first sitting of the Court of Revision and request to have their appeal heard.
- At the sitting of the Court, the list of appellants will be read out and the Engineer will give evidence. When his or her time to present their case comes, the appellant must explain their reasons for appealing the assessment schedule.
- After the Court of Revision pronounces their decision, affected property owners have 21 days to appeal this decision to the Agriculture, Food and Rural Affairs Appeal Tribunal and the Tribunal’s decision on this appeal is final.

COMPOSITION OF THE COURT OF REVISION

- If a drainage works only affects the initiating municipality, the initiating municipality’s council appoints 3 to 5 members to make up the Court of Revision.
- If a drainage works affects two or more municipalities, the council of the initiating municipality appoints two members of the Court; and every other involved municipality appoints one person to be a member. One of the members appointed by the initiating

municipality is the chair of the Court of Revision.

- To be eligible to sit as a Court of Revision member, the individual must be eligible to seek election as a member of council.
- Members of council may be appointed as members of the Court. However, the two roles must be kept separate – if a council member wishes to hear information or pass resolutions outside of the scope of the Court of Revision, they must close the Court, then open a new council meeting.

SUGGESTED PROCEDURE

- Opening of the Court of Revision
- Oaths
 - Members may take an oath, but it is not legally required.
 - Members are still legally required to act fairly and impartially, whether they declare this publicly as an oath or not.
- Order of Appeals
 - The appeals and the order in which they will be held are read out.
- Engineer Gives Evidence
 - The engineer gives his or her evidence regarding each appeal before the Court, per s. 55 of the Act.
- Appellants Present their Case
 - The landowners orally make a case for why their land was improperly assessed before the members of court.
 - The engineer may rebut the landowner's case.
- Late Appeals
 - If the Court of Revision members choose, they agree to entertain late appeals, per s. 52(2) of the Act.
- Deliberations
 - The Court of Revision members should retreat to deliberate these appeals and make decisions in private.
 - If court is considering reducing an assessment and adding it to a property whose owner is not present, then they must adjourn the Court of Revision, send notice to the absent parties to allow them to appeal the change, then reconvene, per s. 53 of the Act.
- Closing the Court of Revision and Rendering a Decision
 - The Court of Revision may give oral decisions on each appeal but this oral decision should be followed up with a decision in writing.
- Choosing which schedule to adopt

- The Court of Revision should document whether they decided to adopt an altered version of the assessment schedule, or whether they chose to adopt the schedule as presented by the engineer.
- A sample decision is included below.

FURTHER INFORMATION

Related Factsheets

Understanding Drainage Assessments, Agdex 557
Drainage Act Appeals, Agdex 557

Author Information

These Court of Revision guidelines were authored by Sharon McCartan, OMAFRA, Environmental Management Branch, Guelph, Ontario.
Reviewed by Sid Vander Veen, Drainage Coordinator, and by Andy Kester, Drainage Inspector.

Sample Decision of the Court of Revision:

DECISION of the COURT OF REVISION

RE: _____ Municipal Drain

Decisions Pronounced on the ____ day of _____, 20____

Appeal #1 – Appellant: _____ Property: _____

Appeal Summary: Assessment should be lowered because a portion of the property drains into another municipal drain.

Decision: That the assessment of costs on Lot 19, Con 84, Roll #0330 be reduced by two thirds from \$300.00 to \$100.00 and that the difference of \$200.00 be assessed to municipal road.

Appeal #2 – Appellant: _____ Property: _____

Appeal Summary: The crop damage allowance is insufficient and should be increased.

Decision: The appeal is dismissed as it is outside the jurisdiction of the Court of Revision. Property owners have the right to appeal their allowances to the Agriculture, Food and Rural Affairs Appeal Tribunal.

Appeal #3 – Appellant: _____ Property: _____

Appeal Summary: Assessment should be lowered because the engineer has calculated the assessment based on 100% agricultural land use; actual use is 50% agriculture and 50% bush.

Decision: The assessment on this property is reduced by \$300 and the reduction is added to the assessment on property _____. The owner of this property was present at the hearing of the court of revision.

Appeal #4 – Appellant: _____ Property: _____

Appeal Summary: Assessment should be lowered because the owner has no intention of using the land for agricultural purposes.

Decision: That the appeal be dismissed. Property still has the potential to be used for agriculture and has been assessed at similar rates to nearby agricultural properties.

Appeal #5 – Appellant: _____ Property: _____

Appeal Summary: Assessment on all private properties should be reduced and an environmental agency should be charged \$5000 for the cost of studies that were required for the agency's approval of the project.

Decision: The appeal is dismissed. The Drainage Act only allows properties to be assessed and the environmental agency is not a property owner.

FURTHER APPEAL RIGHTS

If dissatisfied with the Decisions of the Court of Revision which were pronounced on the ____th day of _____, 20____, anyone may appeal this decision to the Agriculture, Food and Rural Affairs Appeal Tribunal by filing a notice of appeal with Clerk of the municipality within 21 days of the date of this decision.

Signed: _____

_____(name), Chair

Court of Revision for the _____ Municipal Drain

Dated this ____th day of _____, 20____.

_____, Clerk

Municipality of _____

Sample Court of Revision Decision. A written decision should be mailed to every appellant after the hearing concludes.

For more information:
Telephone: 1-888-466-2372
E-mail: about.omafra@ontario.ca

www.ontario.ca/omafra

A & C JONES DRAIN 2022

Township of Southwold



**SPRIET
ASSOCIATES**
ENGINEERS & ARCHITECTS
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Email: mail@spriet.on.ca
www.spriet.on.ca

London, Ontario
December 12, 2022

A & C JONES 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 A & C Jones Municipal Drain serving parts of Lots 5 and 6, Concessions 1 S.L.R. and 1 N.L.R. 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 the owners whose lands contain over 60 percent of the area requiring drainage.

DRAINAGE AREA

The total watershed area as described above contains approximately 32 hectares. The area requiring drainage is described as the north portion of Lot 5, Concession 1 S.L.R.

HISTORY

The location of the proposed drain is currently served by an existing private tile and swale. This swale continues upstream from the head of the proposed drain location to Lake Line where there are existing surface culverts which convey flow from lands north of Lake Line.

Private systematic tiling and mains were installed north of Lake Line which are discharged to the existing surface culvert.

The area where the existing swale and pipe outlet to a natural watercourse has been experiencing erosion and work has been completed in the past to mitigate this erosion.

EXISTING DRAINAGE CONDITIONS

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

- that the existing private tile and swale system were not providing sufficient drainage and the owner was experiencing frequent flooding



EXISTING DRAINAGE CONDITIONS (cont'd)

- that the outlet of the existing system into the natural watercourse was experiencing erosion and in need of repair
- that flooding was occurring more frequently after tiling was completed upstream

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

- that there is significant erosion at the existing natural watercourse
- that the existing private tile is considerably undersized by today's standards and in poor working condition in places
- that there is erosion through the surface runs in the affected watershed area and frequent flooding of the low-lying areas
- that the affected area on the Jones property in the north part of Lot 5, Concession 1 S.L.R. does not have a proper drainage outlet to accommodate flows from upstream

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.

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 closed municipal drain systems. 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.

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.

The capacity of the larger pipe at the natural watercourse has been designed in accordance with the rational method to a design frequency of a 1 in 100-year storm. Design frequency is the frequency with which a given storm event is equalled on the average, once in a period of years. Thus a 100-year frequency event would be expected to be equalled or exceeded 1 time in 100 years.



RECOMMENDATIONS

We are therefore recommending the following:

- that a new closed drain, consisting of 375mm sewer pipe, including related appurtenances, be constructed to replace the existing pipe and work in conjunction with the existing swale to provide a proper surface and sub-surface drainage outlet
- that sewer pipe, rip-rap, and concrete blocks be installed to provide erosion protection against storm water dropping down to the natural watercourse
- 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
- that Water and Sediment Control Basins (WASCoBs) be constructed along the drain to mitigate flooding and erosion during major storm events

If areas of poor soil are encountered at the time of construction, it may become necessary to install the pipe 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 piped drain 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.

It is recommended that basement, cellar, or crawlspace drains be directed to a sump and then discharged onto the ground surface well away from foundations and septic systems or should owners desire to connect these drains to the new outlet drain, then it is suggested that they not be directly connected to the drains. Rather it is suggested that such a connection be made by an indirect method such as by sump pump with an open-air connection such as a mini-catchbasin, crushed stone filled excavation connected to a storm P.D.C. and should include a check valve and be piped above foundation level. It is noted that there is still a risk of flooding even with indirect methods of connection and any/all responsibility shall be borne by the owner. Downspouts from eavestroughs should be directed onto the ground surface well away from foundations and septic systems and are **not** permitted to be connected to the Municipal Drain.

ENVIRONMENTAL CONSIDERATIONS AND MITIGATION MEASURES

Based on the information available, there are no significant wetlands, sensitive areas, or endangered species along the route of the drains. The proposed construction of the drain includes quarry stone outlet protection, surface inlets, and WASCoBs which help reduce the overland surface flows and any subsequent erosion. A flow check of concrete block is to be installed in the watercourse downstream of the pipe outlet.



SUMMARY OF PROPOSED WORK

The proposed work consists of approximately 232 lineal meters of 750mm to 200mm HDPE sewer pipe, including related appurtenances and WASCoBs.

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 \$130,000.00. This estimate includes engineering and administrative costs associated with this project.

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. 221191 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 lawn areas and \$2,625.00/ha. through bush. These values are multiplied by the hectares derived from the width granted for future maintenance and the applicable lengths.

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 amount granted is based on \$8,700.00/ha for closed drains through lawn areas. This base rate is 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.

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 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.



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.

After completion, the entire A & C Jones 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.

For maintenance on WASCoBs, due to the purpose of their connections, the costs shall be prorated over the entire Schedule regardless of where on the drain the maintenance work is completed.

Respectfully submitted,

SPRIET ASSOCIATES LONDON LIMITED

M.P. DeVos, P. Eng.



G.A. Vereyken, P. Eng.



MPD:bv



SCHEDULE 'A' - ALLOWANCES

A & C JONES DRAIN 2022

Township of Southwold

In accordance with Sections 29 and 30 of the Drainage Act, we determine the allowances payable to owners entitled thereto as follows:

CON.	LOT	ROLL NUMBER (Owner)	Section 29 Right-of-Way	Section 30 Damages	TOTALS
1SLR	Pt. 5	008-007 (R. & M. Malthaner)	\$ 40.00	\$ 200.00	\$ 240.00
1SLR	Pt. 5	008-008 (A. & C. Jones)	1,620.00	1,840.00	3,460.00
1SLR	Pt.5 & 6	008-009 (B. Cott & R. Margaret)	20.00	200.00	220.00
Total Allowances			\$ 1,680.00	\$ 2,240.00	\$ 3,920.00
TOTAL ALLOWANCES ON THE A & C JONES DRAIN 2022				\$	<u>3,920.00</u>

SCHEDULE 'B' - COST ESTIMATE

A & C JONES DRAIN 2022

Township of Southwold

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

CONSTRUCTION

Mobilization of equipment	\$ 1,000.00
Supply & Installation of the following sewer pipe (with rubber gaskets) down the existing slope including supply, installation and compaction of bedding and seeding upon completion 26.5 meters of 750mm dia., H.D.P.E. plastic sewer pipe	\$ 20,000.00
Construct 4 concrete collars around HDPE pipe (approximately 6 m ³ concrete required)	\$ 4,800.00
Supply and install recycled concrete blocks, shot rock and quarry stone rip-rap at outlet (Approx. 8 1200mm x 600mm x 600mm concrete blocks)	\$ 4,000.00
(Approx. 5 m ³ shot rock required)	\$ 2,050.00
(Approx. 5 m ³ quarry stone required)	\$ 1,500.00
Supply & Installation of the following sewer pipe (with rubber gaskets) across lawn area and past trees including supply, installation and compaction of bedding and restoration of lawn areas 173 meters of 375mm dia. sewer pipe including bends	\$ 14,590.00
24 meters of 200mm dia. sewer pipe	\$ 2,460.00
Supply of the above listed sewer pipe	\$ 12,250.00
8.0 meters of 375mm sewer pipe	
Supply	\$ 560.00
Installation under laneway by open cut	\$ 4,000.00
Supply and install one 1800mm x 1200mm ditch inlet catchbasin and one 1200mm x 900mm ditch inlet catchbasin, and one 600mm x 600mm standard catchbasins including grates and connections	\$ 10,100.00
Exposing and locating existing tile drains and utilities	\$ 800.00
Contract security financing	\$ 1,410.00
Tile connections and contingencies	\$ 3,500.00
Destroy existing tile from Sta. 0+038 to 0+121 and restore lawn	\$ 900.00

TOTAL ESTIMATED COST \$ 130,000.00

SCHEDULE OF NET ASSESSMENT

A & C JONES DRAIN 2022

Township of Southwold

Job No. 221191

December 12, 2022

* = Non-agricultural

ROLL NUMBER (OWNER)	TOTAL ASSESSMENT	GRANT	ALLOWANCES	APPROX. NET
* 008-077-02 (D. & H. Jones)	\$ 552.00	\$	\$	\$ 552.00
008-077 (KM Luyks Farms Inc.)	25,309.00	8,436.00		16,873.00
* 008-078 (N. & J. Shearon)	1,214.00			1,214.00
008-080 (J. & H. Hampson)	12,415.00	4,138.00		8,277.00
* 008-007 (R. & M. Malthaner)	520.00		240.00	280.00
008-008 (A. & C. Jones)	56,448.00	18,816.00	3,460.00	34,172.00
* 008-009 (B. Cott & R. Margaret)	9,200.00		220.00	8,980.00
008-010 (1525064 Ontario Inc.)	1,379.00	460.00		919.00
* Lake Line	\$ 22,963.00	\$	\$	\$ 22,963.00
	\$ 130,000.00	\$ 31,850.00	\$ 3,920.00	\$ 94,230.00

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

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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/100m² 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

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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

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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)

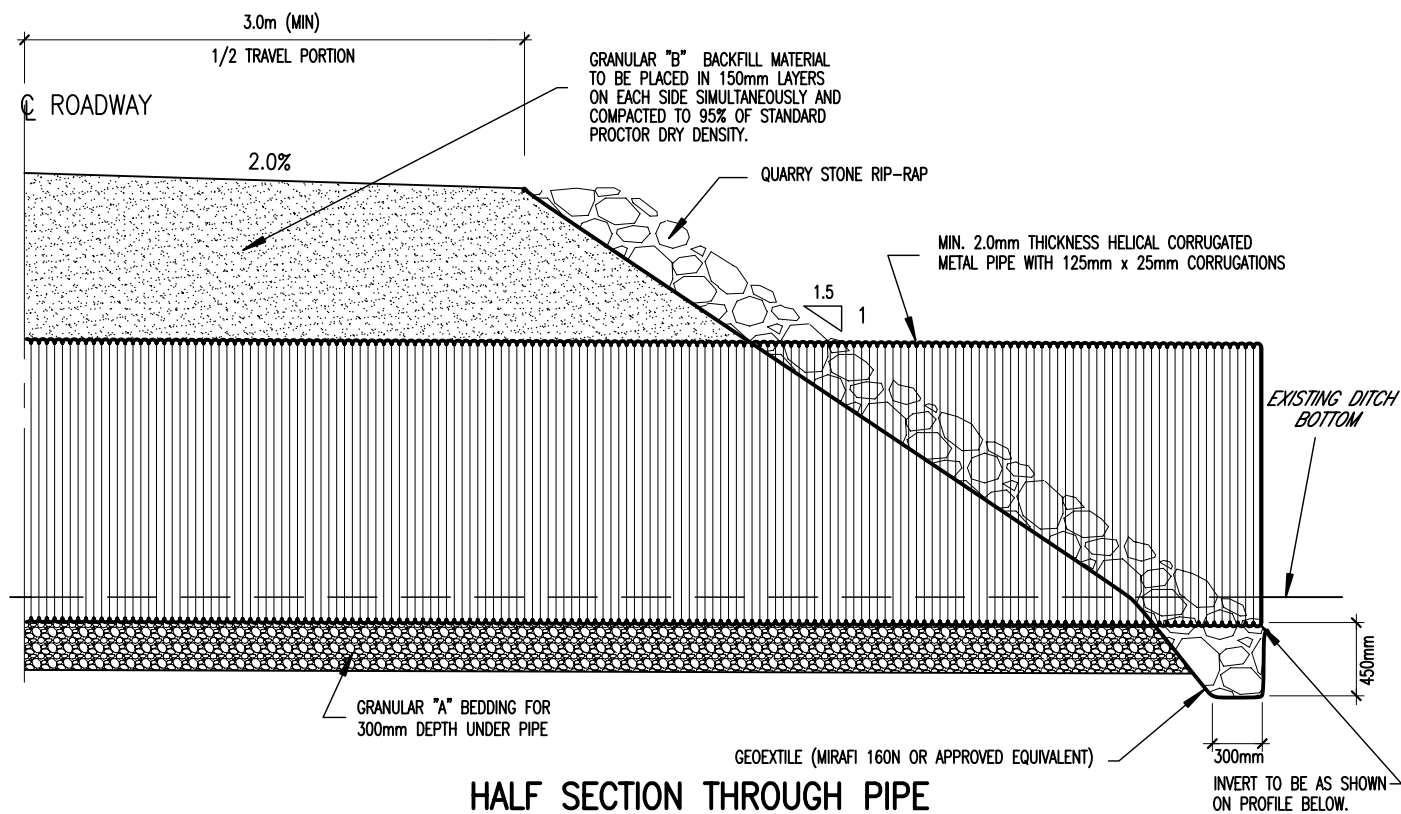
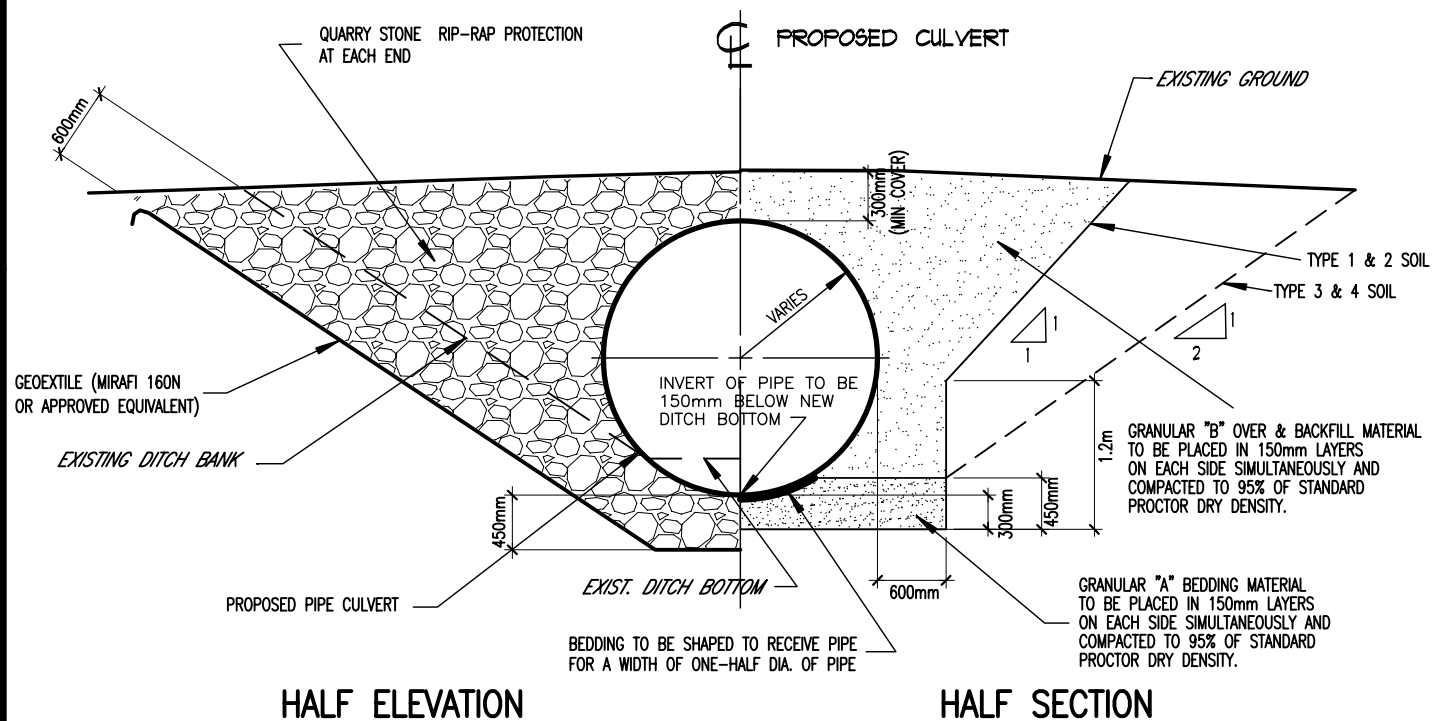
C.19 BACKFILLING EXISTING DITCHES

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.



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

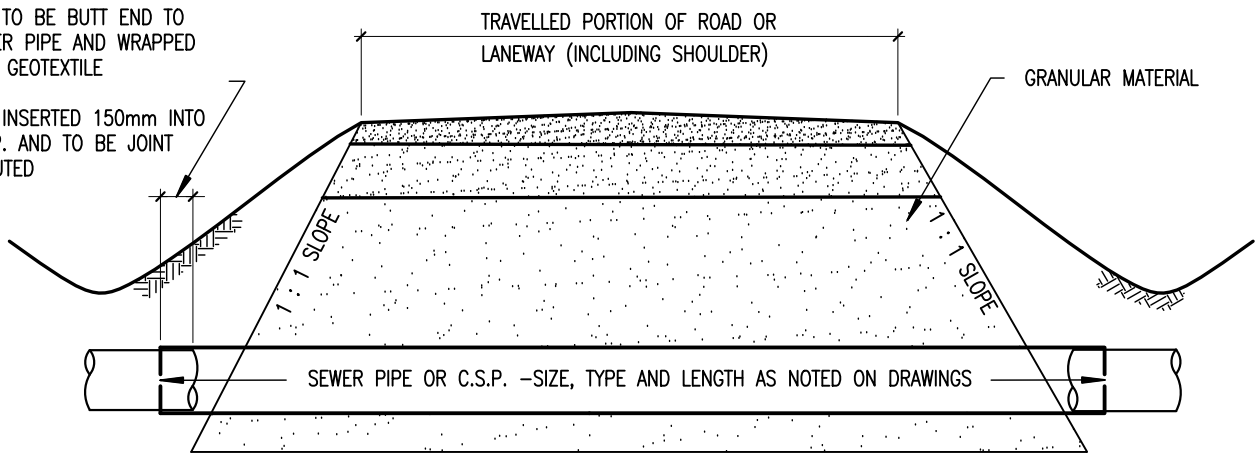
ELEVATION & SECTION



SPRIET ASSOCIATES LONDON LIMITED
CONSULTING ENGINEERS ARCHITECTS

STANDARD
DETAILED
DRAWING
No. **01**

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



GRANULAR "A" COMPACTED TO 100% STANDARD PROCTOR DRY DENSITY (ROADS AND DRIVEWAYS ONLY)

GRANULAR "B" COMPACTED TO 100% STANDARD PROCTOR DRY DENSITY (ROADS AND DRIVEWAYS ONLY)

BACKFILL MATERIAL UNDER ROADWAYS AND DRIVEWAYS SHALL BE GRANULAR "B" COMPACTED TO .98% STANDARD PROCTOR DRY DENSITY. OTHERWISE BACKFILL MATERIAL SHALL BE ON-SITE NATIVE MATERIAL COMPACTED TO 95% STANDARD PROCTOR DRY DENSITY.

FOR RESTORATION OF ASPHALT, PAVING STONE, CONCRETE AND GRASS (SEE SPECIFICATIONS AND DRAWINGS)

TYPE 1 & 2 SOIL

TYPE 3 & 4 SOIL

450mm. MIN. OVERLAP

O.D.

150mm

300mm

300mm

1200mm MAX

300mm

300mm

W

300mm MIN.

W = O.D. + 600mm FOR O.D. \leq 900mm
W = O.D. + 750mm FOR O.D. $>$ 900mm

BEDDING AND COVER MATERIAL TO BE GRANULAR "A" COMPACTED TO 98% STANDARD PROCTOR DRY DENSITY EXCEPT POOR SOILS CONDITIONS

ALL BEDDING AND BACKFILL MATERIAL TO BE PLACED IN 150mm LIFTS SIMULTANEOUSLY ON BOTH SIDES AND MECHANICALLY COMPACTED TO SPECIFIED STANDARD PROCTOR DRY DENSITY

CROSS SECTION

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.

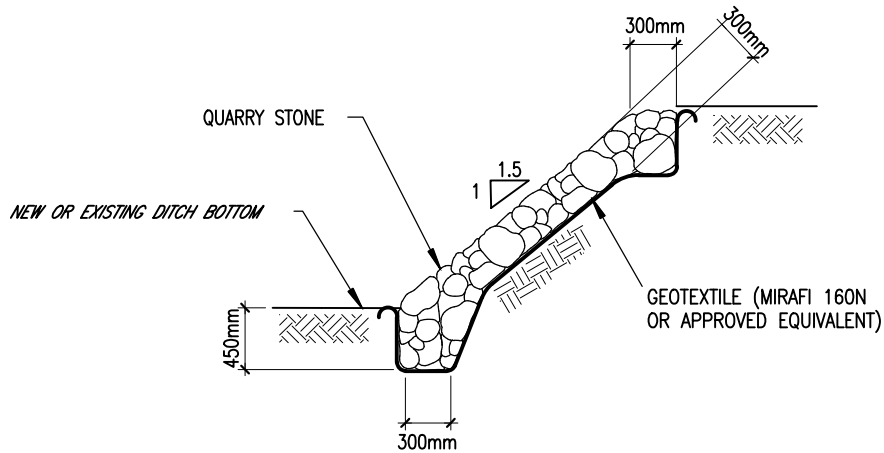
Revised: JULY 2018

ELEVATION & SECTION

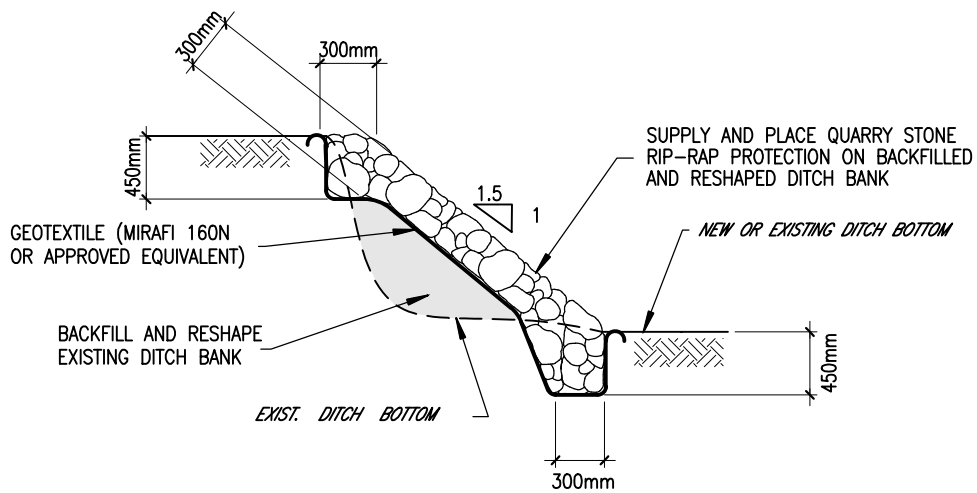
SPRIET ASSOCIATES LONDON LIMITED
CONSULTING ENGINEERS ARCHITECTS

STANDARD
DETAILED
DRAWING
No. **02**

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.

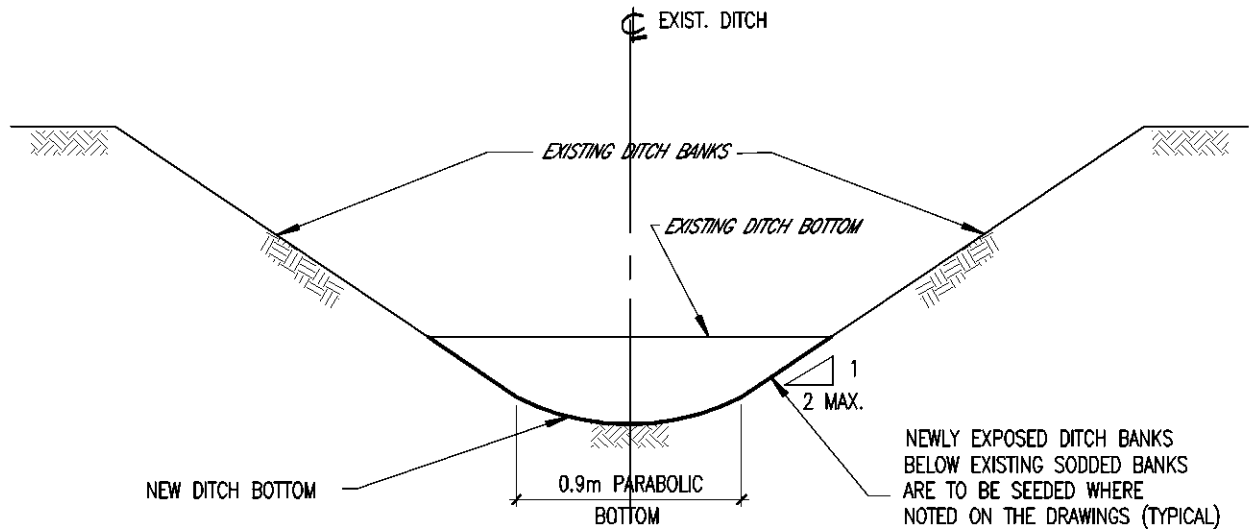
Revised: November 2000

SECTIONS

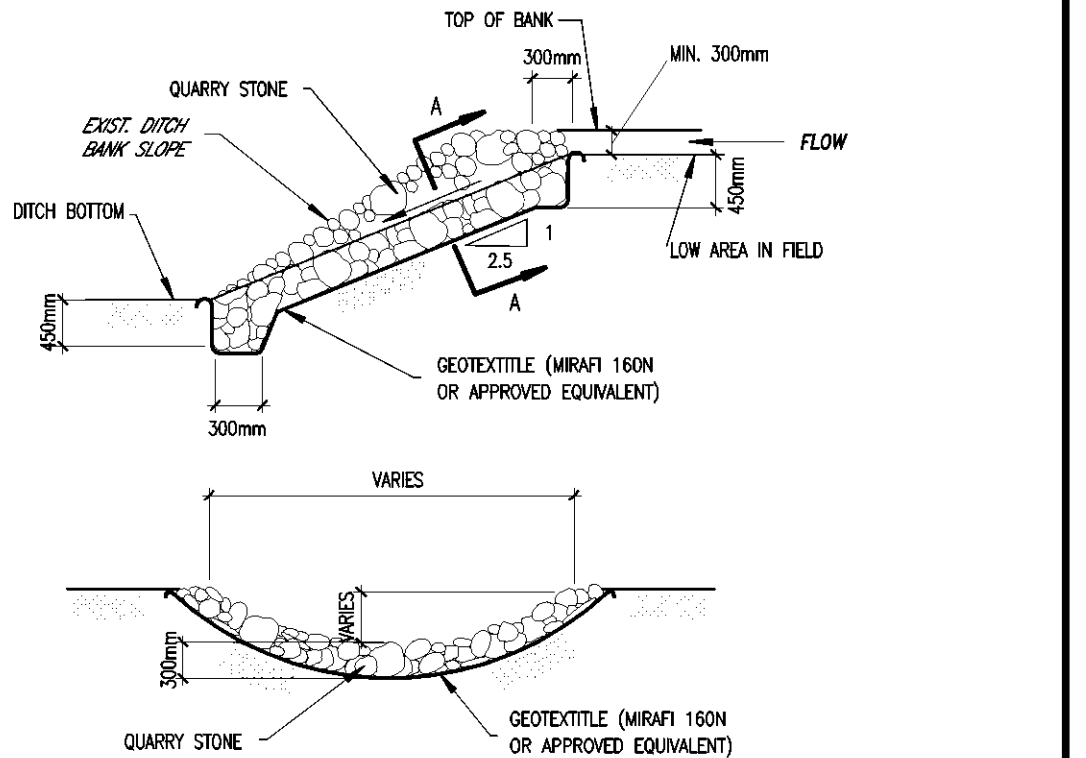


SPRIET ASSOCIATES LONDON LIMITED
CONSULTING ENGINEERS ARCHITECTS

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.

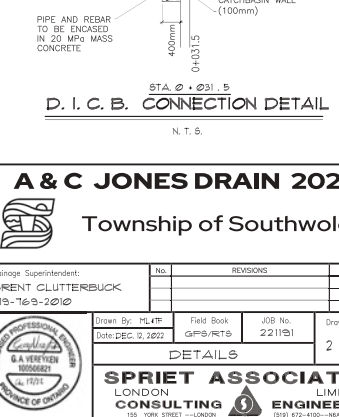
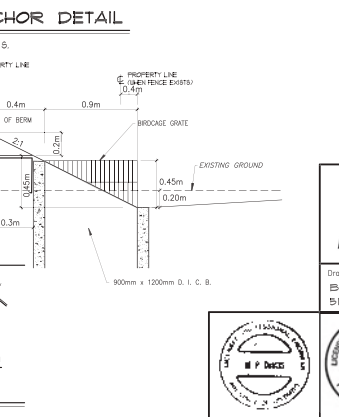
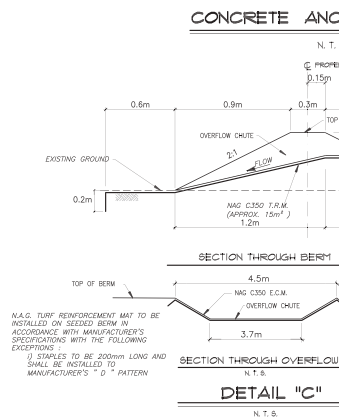
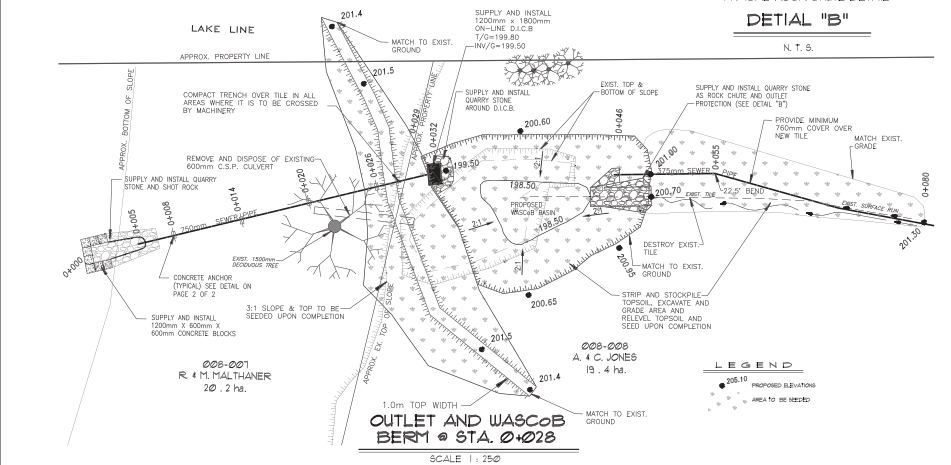
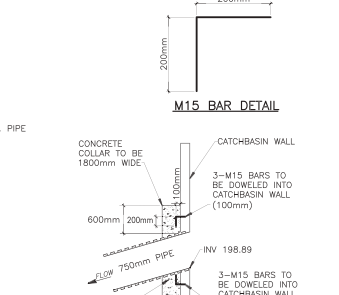
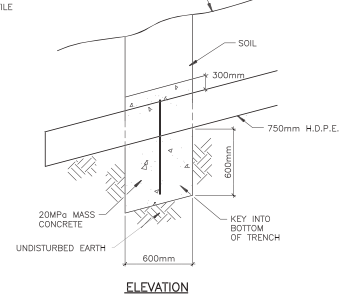
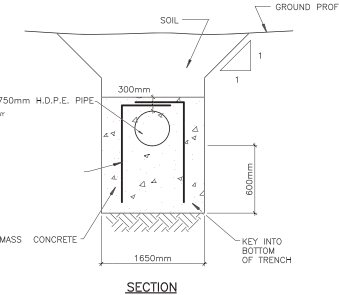
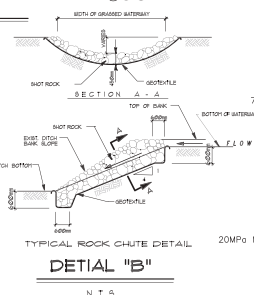
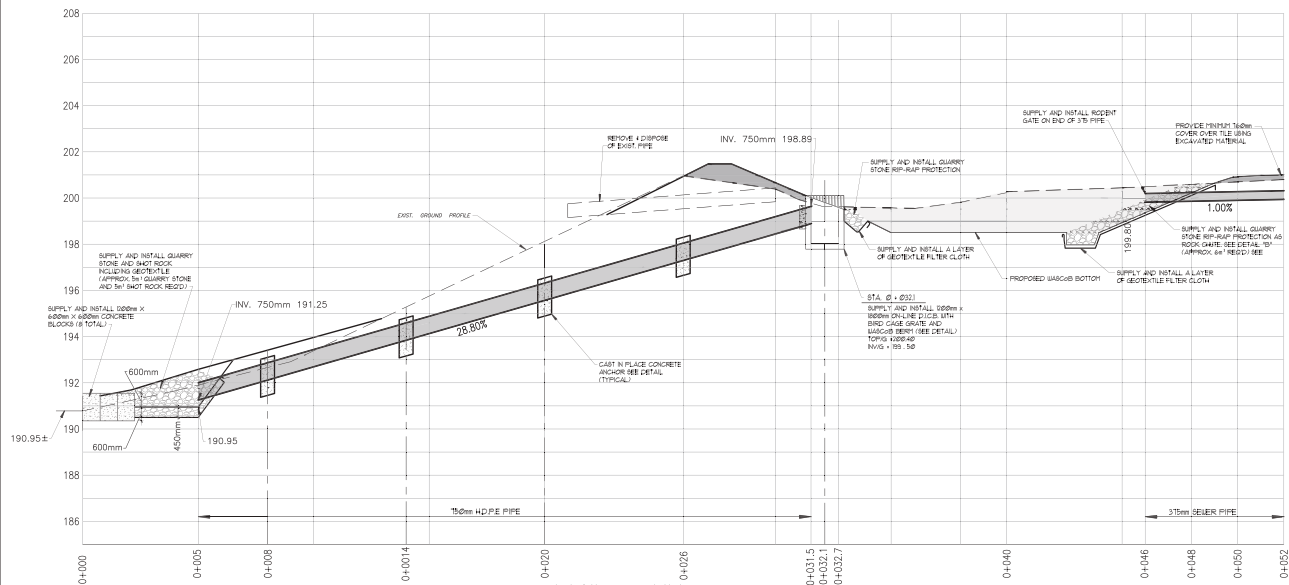
Revised:

SECTIONS



SPRIET ASSOCIATES LONDON LIMITED
CONSULTING ENGINEERS ARCHITECTS

STANDARD
DETAILED
DRAWING
No. **05**



WASCOB BERM
@ STA. 0+028
SCALE: 1:250

A & C JONES DRAIN 2022
Township of Southwold

Drainage Superintendent: BRENT CLUTTERBUCK 919-769-2020	No.	REVISIONS	DATE
Drawn By: MLT Date: DEC 9, 2022	Field Book: GFB/MTB	JOB No.: 221191	Drawing No.: 2 of 2

DETAILS

SPRIET ASSOCIATES
CONSULTING ENGINEERS
155 YORK STREET - LONDON
(519) 872-4100 - FAX 148



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: January 9, 2023

PREPARED BY: Josh Mueller MCIP, Planner

REPORT NO: PLA 2023-01

SUBJECT MATTER: Request for extending consent satisfaction date for Consent Application E87-21

Recommendation(s):

THAT Council recommend approval to the Land Division Committee of the County of Elgin for an amendment to Township condition 11 allowing for an extension of the lapsing period to December 15, 2023.

Purpose:

The proposal is to request for an amendment to Township of Southwold condition 11. The letter submitted by the owner's solicitor Jeffrey Elliott, as identified in Appendix Two states the following:

"We are requesting an extension of the Decision with respect to the above noted severance and related easement until December 15, 2023 to allow for additional time to negotiate the terms of the easement for access with the related parties."

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

That all conditions noted above shall be fulfilled within one year of the Notice of Decision, so that the County of Elgin is authorized to issue the Certificate of Consent pursuant to Section 53(42) of the Planning Act.'

Background:

On November 8, 2021, Council recommended approval to the Land Division Committee of County of Elgin for severance application E87-21, subject to the Lower-Tier Municipal conditions in Appendix Two of Report PLA 2021-36.

On December 15, 2021, the Elgin County Land Division Committee granted provisional consent approval to application E87-21. The lapsing date for the consent application was December 15, 2022.

Planning Policy Review:Ontario Planning Act

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

Circulation Of the Application:

The request for extension was circulated to municipal departments on January 3, 2023. There were no comments or concerns pertaining to the proposed extension. The recommended amendment to the Township's condition 11 for consent application E87-21 is attached to this report as Appendix Three (3) for reference purposes.

Financial Implications:

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

Summary/Conclusion:

Therefore, it is Planning Staff's opinion that the proposed request for an amendment to Township condition 11 for a lapsing period of two years to December 15, 2023 be approved.

Respectfully submitted by:
Josh Mueller, MCIP, Planner
"Submitted Electronically"

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

Appendices:

1. Appendix One: Planning Report PLA 2021-36
2. Appendix Two: Request Letter for Modification to Condition 11
3. Appendix Three: Modified Township Condition 11



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: November 8, 2021

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

REPORT NO: PLA 2021-36

SUBJECT MATTER: Consent Application E87-21 – Comments to the County of Elgin

Recommendation(s):

THAT Council of the Township of Southwold receive Report PLA 2021-36 regarding Consent Application E87-21 – Comment to the County of Elgin;

AND THAT Council of the Township of Southwold recommends approval of the Land Division Committee of County of Elgin for the consent application, File E87-21, subject to the Lower-Tier Municipal conditions in Appendix Two of Report PLA 2021-21;

AND FURTHER THAT Council of the Township of Southwold directs Administration to provide Report PLA 2021-36 as Municipal comments to the County of Elgin.

Purpose:

The proposal is a lot addition from the farmlands at 37360 Lake Line (Gifford Lands), to the residential lot within North Port Stanley, located at 37362 Lake Line (Ken Gifford Lands). Also, the intent is to formalize an easement for access for the 2 above-noted properties, as well as the property to the west, being 37358 Lake Line.

Background:

Below is a background information, in a summary chart:

Application	E87-21
Owner	Estate of A. May Gifford c/o Ken Gifford
Applicant	Laverne Kirkness, Principal Planner, SBM
Legal Description	Block F and I and Part Block K, Plan 39
Civic Address	37360 Lake Line
Entrance Access	Lake Line
Water Supply	Municipal Water
Sewage Supply	Privately owned and operated individual septic system
Existing Land Area	12.2 ha (30.2 ac)

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

Application	Severed Parcel			Retained Parcel		
	Frontage	Depth	Area	Frontage	Depth	Area
E87-21	0 m (0 ft)	Irregular	4,626.7 sqm (0.46 ac)	9.15 m (30.0 ft)	Irregular	11.7481 ha (28.9 ac)

The Public Hearing is not scheduled to-date, as a result of updates the Applicant is working on with the County of Elgin. Once updated, this will be heard at a future Public Hearing of the Elgin County Land Division Committee Meeting.

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



The consent sketch, showing E87-21 is attached to this report as Appendix One for reference purposes.

Comments/Analysis:

Planning Policy Review:

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

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

PPS

The subject lands are within the Agricultural area (Section 2.3) and the North Port Stanley settlement area (Section 1.1.3). The proposed lot addition does not propose any development and would predominately separate the settlement area lands from the agricultural lands, following the settlement area boundary, save and except for access.

This proposal appears to be consistent with the PPS.

CEOP

The subject lands are split designated Agricultural Area and Tier 2 Settlement Area (North Port Stanley) on Schedule 'A' Land Use in the CEOP. Section E1.2.3.2 of the CEOP permits boundary adjustments, provided that it will not affect the viability of the use of the properties affected as intended by the CEOP. The proposed lot addition would predominately follow the designation boundary, save and except existing access; and no development is being proposed.

Therefore, this proposal appears to conform to the CEOP.

OP

The subject lands are split designated Agricultural on Schedule 'A' Land Use and Residential on Schedule 'A-4' North Port Stanley in the OP. Section 4.1 of the OP contains Agricultural land use policies in which agricultural uses and limited residential

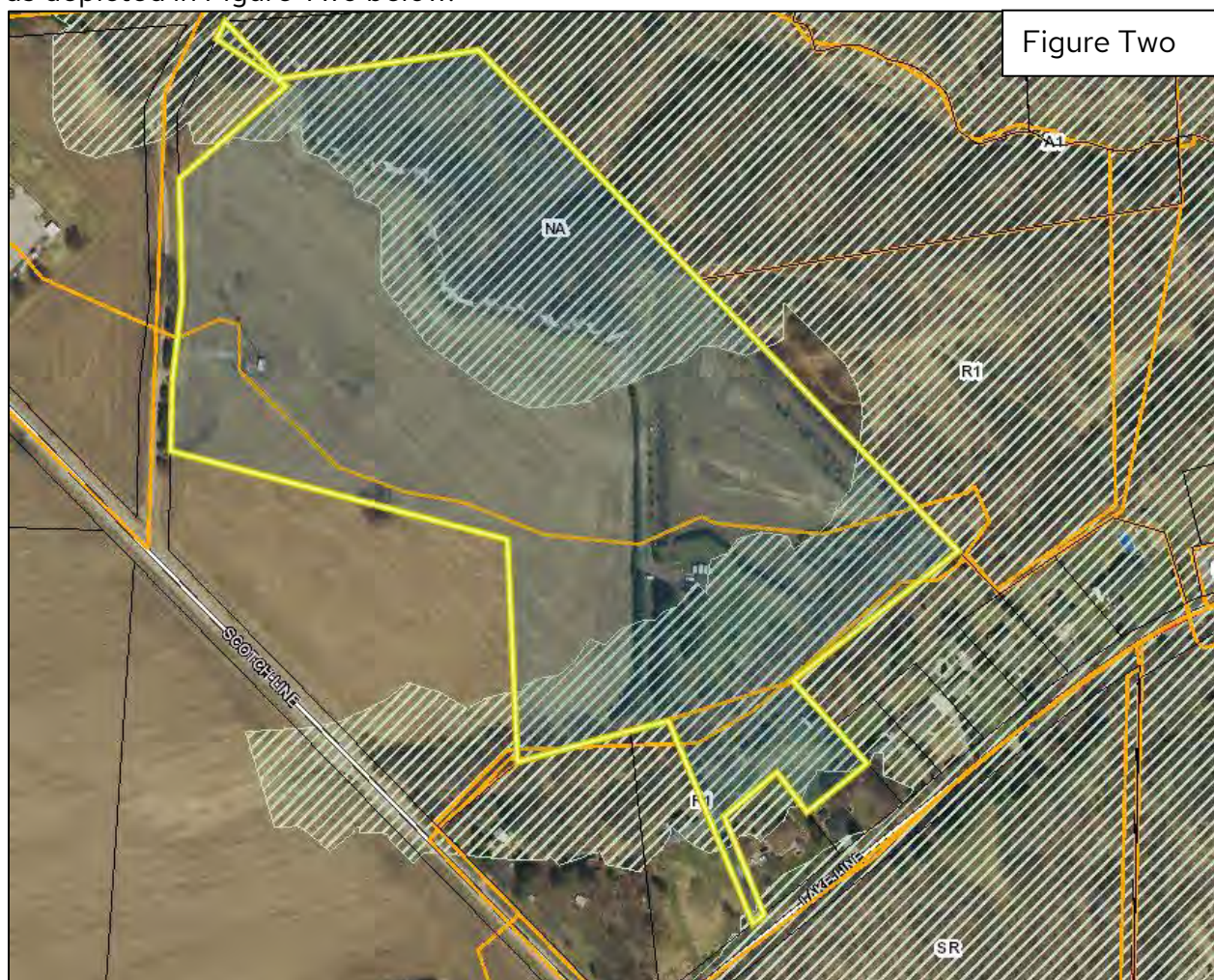
uses are permitted. Section 4.3.1 of the OP contains Residential land use policies in which a wide range of residential use is permitted.

Section 6.8.2(d) Consent Guidelines policies allow for lot additions, as no development is being proposed and would follow the designation boundary.

Therefore, this proposal appears to conform to the OP.

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

The subject lands are split zoned Agricultural 1 (A1) and Residential 1 (R1), with a portion of the lands subject to Natural Lands and Adjacent Lands constraint; and the watercourses portion of the lands subject to Conservation Authority Regulation Limits as shown in the Township of Southwold Zoning By-Law on Schedule 'A' Maps 9 and 10, as depicted in Figure Two below.



The A1 Zone permitted uses includes agricultural use and single detached dwelling and the R1 Zone permitted uses include single detached dwelling.

The proposed severed parcel to be added to Ken Gifford Lands, would be compliant with the R1 Zone provisions.

As a condition of consent, the proposed retained parcel would need to be rezoned from the A1 and R1 Zone to A1-XX and R1-XX, with the special provisions in order recognize the following:

- Minimum land area from the 40 hectares to 11.7 hectares for the A1 Zone; and
- Minimum lot frontage requirements from 200 metres to 9.15 metres for the A1 Zone and from 15 metres to 9.15 metres for the R1 Zone.

Further clarity can be provided in the zone boundary between the proposed newly enlarged parcel to the retained parcel.

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

Circulation Of The Application:

Township Department Comments

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

- Drainage Department:
 - Municipal drain reapportionment required on the Marr Drain;
- Financial Services Department:
 - No concerns; and
- Building Department:
 - No concerns.

Planning Staff notes that this can be addressed as a condition of approval for a reapportionment.

Additional Comments:

The recommended Township conditions for consent application E87-21 is attached to this report as Appendix Two for reference purposes.

Financial Implications:

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

Strategic Plan Goals:

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

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

Summary/Conclusion:

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

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

Respectfully submitted by:

Bryan Pearce, HBA, CPT, MCIP, RPP
Planner

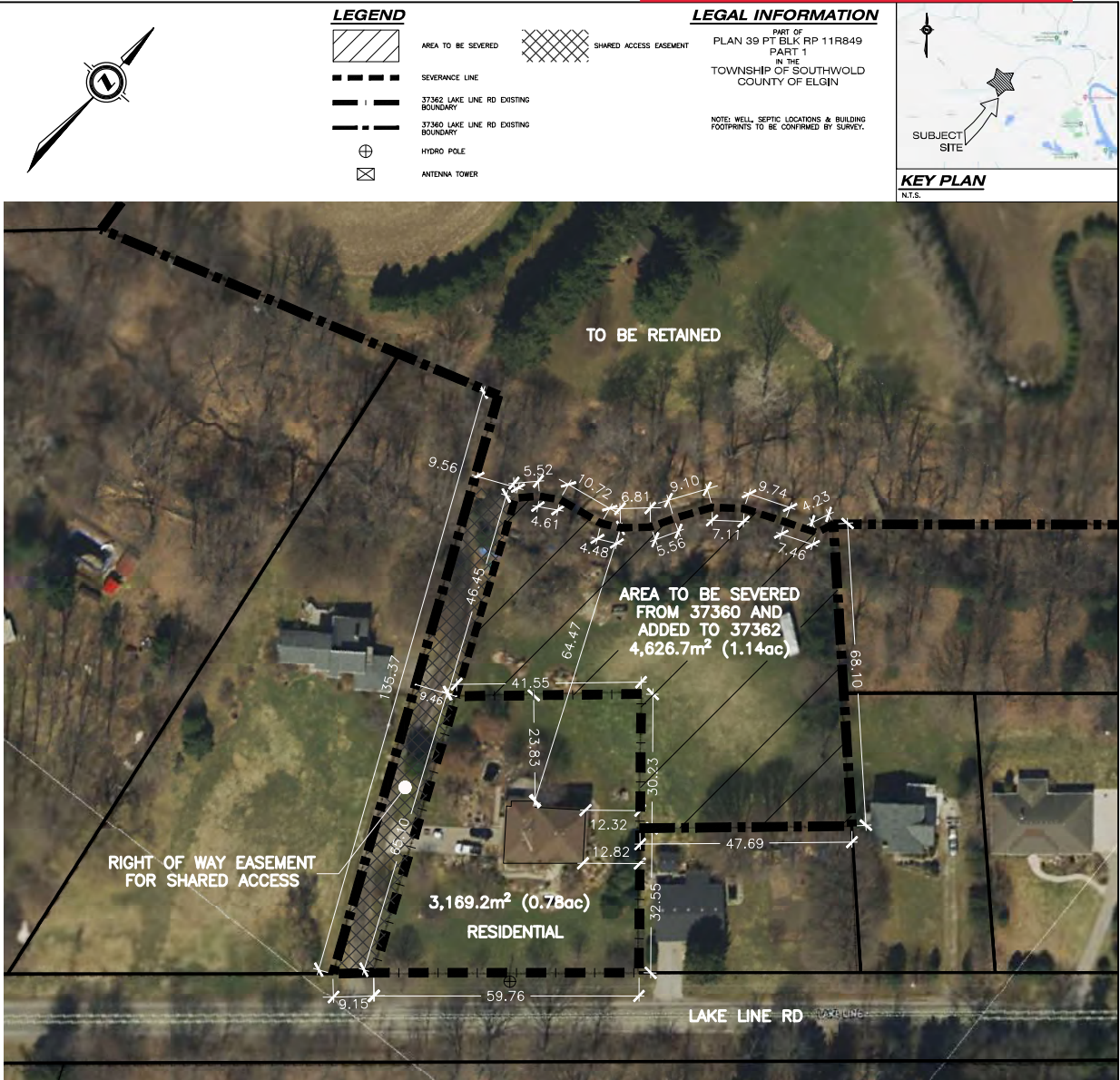
Approved for submission by:

Lisa Higgs
CAO/Clerk

Appendices:

1. Appendix One: E87-21 Sketch
2. Appendix Two: Consent Application E87-21 Conditions

REPORT PLA 2021-36
APPENDIX ONE: CONSENT
SKETCH E87-21



AS CONSTRUCTED SERVICES	COMPLETION	No.	REVISIONS	D/M/Y	BY	CONSULTANT
DESIGN	JR	1	INITIAL CONCEPTUAL DESIGN	30/06/21	JR	
DESIGN	JR	2	UPDATED SEVERANCE LINE AS PER CA EMAIL	20/07/21	JR	
DESIGN	UK	3	ADDED FARM HOUSE LABELS	01/08/21	JR	
APPROVED	UK					
DATE	01/08/2021					
DOB	21-2279					

STRIK BALDINELLI MONIZ
PLANNING - CIVIL - INFRASTRUCTURE - MEDIO-AMBIENTAL - RESIDENCIAL
1500 Adelaide St. N., Unit 201, London, Ontario, M5X 4E8
Tel: (519) 474-0967 Fax: (519) 474-0034
Email: sbm@strikbaldinelli.com

ENGINEER'S STAMP
**PRELIMINARY
NOT FOR
CONSTRUCTION**

CLIENT
KEN GIFFORD
37362 LAKE LINE RD
SOUTHWOLD, ON
POSTAL CODE
P: XXX.XXX.XXXX
E: XXX@XXX.XXX

SCALE
**1:1400 Left
1:400 Right**

TITLE	PROJECT No.
CONCEPTUAL SEVERANCE PLAN	SBM-21-2279
SEVERANCE PLAN 37362 LAKE LINE ROAD SOUTHWOLD, ON.	SHEET No. SP1
	PLAN FILE No. —

Report PLA 2021-36:

Consent Application E87-21 - Comments to the County of Elgin

Appendix Two: Consent Application E87-21 Conditions

Consent Application E87 -21 Conditions:

1. That the Applicant meet all the requirements, financial and otherwise of the Municipality, to the satisfaction and clearance of the Municipality.
2. That the Applicant provides a description of the lands to be severed which can be registered in the Land Registry Office, to the satisfaction and clearance of the Municipality.
3. That the Applicant's Solicitor ensures that the severed parcel be deeded as a lot addition only, to adjacent lands to the south, in accordance with Section 50 (3 or 5) of the Planning Act, R.S.O. 1990.
4. That the Applicant's Solicitor ensures that any mortgage on the property be discharged from any land being severed and for any lands to be added to a lot with a mortgage, that any mortgage shall be extended onto the additional lands, to the satisfaction and clearance of the Municipality.
5. That the Applicant's Solicitor provides an undertaking to the Municipality, to provide a copy of the registered deed for the severed parcel once the transaction has occurred to the Municipality.
6. That the Applicant's Solicitor provides an undertaking to the Municipality, to provide a copy of the registered property identification number consolidation once the consolidation has occurred to the Municipality.
7. That the Applicant successfully apply to the Municipality for a Zoning By-law Amendment to rezone the retained and severed parcel 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.
8. That the Applicant have a drainage reapportionment completed pursuant to the *Drainage Act*, to the satisfaction and clearance of the Municipality.
9. That the Applicant's Solicitor prepare an Easement Agreement between the severed parcel, retained parcel and owner of 37358 Lake Line (adjacent lands to the west) for the existing driveway and other services, to be registered on title at the Owner's sole cost and expense, 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 one year of the Notice of Decision, so that the County of Elgin is authorized to issue the Certificate of Consent pursuant to Section 53(42) of the *Planning Act*.

ELLIOTT LAW
Barristers, Solicitors & Notaries

950-495 Richmond Street
London, ON N6A 5A9
Tel: (519) 434.6659
Fax: (519) 434.3203

Jeffrey D. Elliott
jelliott@elliott-law.ca
Kimberly C. Elliott
kelliott@elliott-law.ca

January 3, 2023


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

Dear Sir or Madam:

Re: Gifford/Dale/Zubyk Easement
37360 Lake Line, Port Stanley
Our File No.: 20211053
Application #E 87-21

We are requesting an extension of the Decision with respect to the above noted severance and related easement until December 15, 2023, to allow for additional time to negotiate the terms of the easement for access with the related parties.

Yours very truly,



Jeffrey D. Elliott
JDE/kg

Appendix 3:

11. That all conditions noted above shall be fulfilled within two (2) years of the Notice of Decision, (December 15, 2023) so that the County of Elgin is authorized to issue the Certificate of Consent pursuant to Section 53(42) of the Planning Act.



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: January 9, 2023

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

REPORT NO: FIR 2023-01

SUBJECT MATTER: Activity Report December 2022

Recommendation(s):

None – For Council Information.

Purpose:

To update Council on Fire Department Activities for December 2022.

Background:

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

- a. *Calls for service* – a total of 27 emergencies were responded to in the month of December including six MVCs, two of which included extrication, and one vehicle fire.
- b. *Public Education* – via social media.
- c. *Meetings* – the Cancer Prevention Taskforce had a final meeting with the Fire Chief and then presented their findings for improvement in department procedures to the department at the Monthly General Meeting.

The Fire Chief and Talbotville Officers made two trips to Ayr for inspection of the new pumper.

- d. *Inspections* – none completed in December.
- e. *Recruitment* – Five new Talbotville recruits are attending department training. Three recruits will be attending the NFPA 1001 Recruit Training in Elgin-Middlesex, starting in January.

Report on any outstanding /unresolved concerns, issues:

- a. The new pumper will be returning to Darch Fire in Ayr, for approximately five days, when the parts arrive to correct some deficiencies found during final inspection. The old pumper will be put back into partial service during this time.

Training Undertaken by Staff:

- a. Department training topics included patient care, scene setup, and incident review.
- b. Firefighters participated in driver and pump training on the new Talbotville pumper.

Capital Project Progress :

2022	Budget	Status/Comments
Talbotville Pumper	\$615,000	Delivered & in service.
Talbotville Fire Station	\$1,250,000	Committee Meeting on November 8.
Bunker Gear	\$12,500	Completed
Cylinders	\$6,200	Completed
SCBA	\$20,000	Completed

2021	Budget	Status/Comments
Shedden Station - Training area development	\$25,000	In planning
Talbotville Fire Station	\$500,000	

2020	Budget	Status/Comment
Shedden Digital Sign	\$20,000.00	In progress

Talbotville Station - Land, Planning, Engineering	\$350,000.00	
2019	Budget	Status/Comment
Automatic Door Closure	\$500.00	
Shedden Digital Sign Base	\$5,000.00	In progress

Financial Implications:

None.

Strategic Plan Goals:

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

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

Respectfully Submitted by:
Jeff McArthur, Director of
Emergency Services/Fire Chief
"Submitted electronically"

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



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: January 9, 2023

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 2023-01

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

Recommendation(s):

None – For Council Information.

Purpose:

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

Background:

General

- Coordinating waste collection agreement with GFL.
- Zero Waste Committee reviewed options for Composting

Development

- Coordinated several resident questions and concerns regarding development and dirty streets in Talbotville Meadows
- Coordinating development agreement with Farhi for Meadows Phase 2
- Shedden and Fingal sanitary servicing project working through the sanitary sewer servicing strategy and sewer connection charges. Setting up meetings with development industry for December and January
- Talbotville sanitary sewer extension project Environmental Addendum commenting period closed early December
- Staff coordinating a large number of planning 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
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
8115 Union Road	Consultation	Fingal

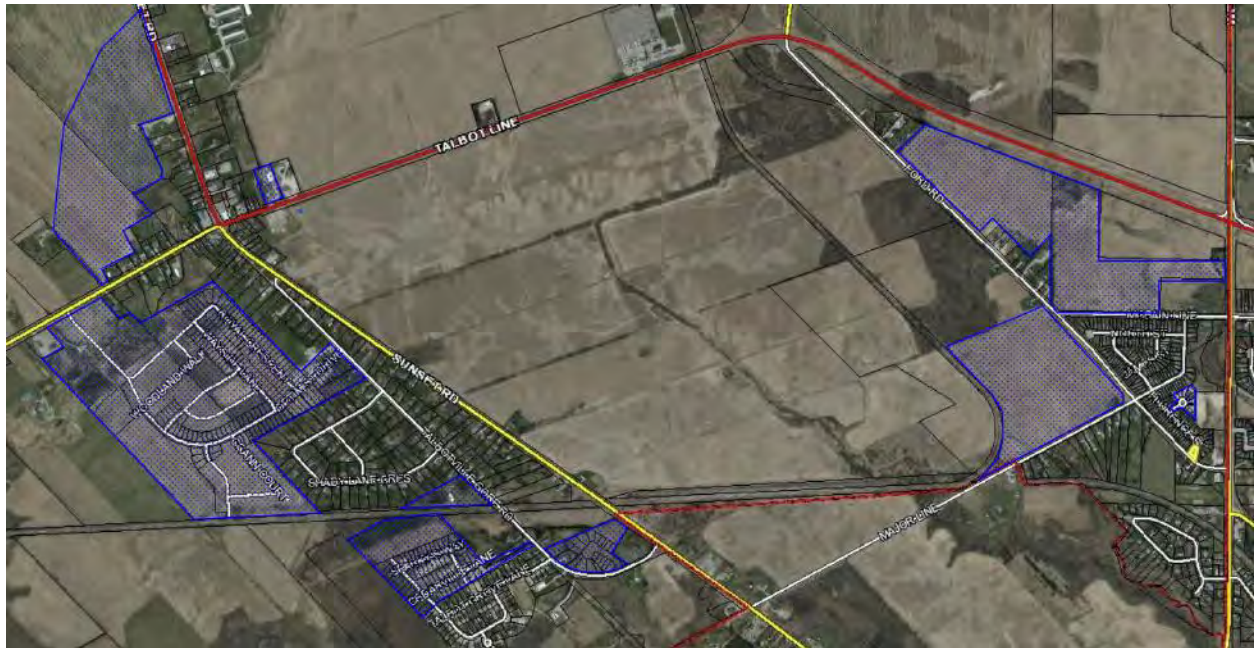
Fingal Development Map



Shedden Development Map



Talbotville and Ferndale Development Map



North Port Stanley Development Map



Infrastructure

a) Water and Sanitary

- Meter Reading
- Completing meter repairs.
- Building meter assembly's for office.
- Repairing curbstops.
- Hydrant repairs
- Sample Station repair

• Roads and Bridges

- Lynhurst Park Drive project complete for 2022, with surface asphalt for 2023
- Plow trucks being made ready for upcoming season and successfully cleaned roads during significant snow storm event
- Edge of pavement repairs were completed for the year

2022 Capital Project Process:

2021	Budget	Status/Comment
Roads		
Talbot Meadows		Completed
Second Line Culvert		Completed
2022	Budget	Status/Comment
Water and Sewer		
Shedden and Fingal Sewer/WWTP		Working on 90% design and reviewing sewer connection charges and coordinating developer meetings
Roads		
Hard Surface Projects	325,000.00	Lake Line and Scotch Line completed for year, with additional improvements planned for 2023
Public Works Building	\$200,000	90% design, planning to tender before Christmas
Lynhurst Subdivision	\$2,975,000	Surface asphalt 2023

b) Drainage:

Drains Before Council:

- **Luton Drain (July 08):** We will be asking the Engineer for a final assessments schedule so that landowners can pay by year end if they wish and we can apply for the grant

Construction:

- **McIntosh #2 Drain 9 Sept 15)** The bore under 401 is complete. We have asked the engineer to prepare an interim assessment schedule to so that the municipality can bill the Ministry of Transportation for their costs of the bore under the 401. The Contract awarded to Robinson Farm Drainage for construction of the tile portion of the drain. The contractor is contemplating locating the existing and spreading the tile required for this project so that they will be able to do the construction in the early spring. The reason for this is that it is easier and less damaging to the farm land to spread the tile on frozen ground in the winter, vs trying to spread the tile at time of construction in April or May

In the hands of the Engineer

- **Ryan Drain (Sept 19):** Engineer working on his report, some watershed to review and a surface swale to survey to complete the report. Council should see the report early in the new year
- **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:** Tender was awarded to VanBree Drainage and Bulldozing with construction anticipated for winter spring of 2023.
- **Taylor Drain: (Mar. 21):** Meeting to review the proposal of the Engineer with affected landowners was held Dec 8, 2022. The proposal was well received by all landowners in attendance. The engineer is now working on answering Ministry of Transportation questions for the bore under the 401
- **A&C Jones Drain(July 21):** Council to receive the report at the meeting tonight

Palmer/Bush Line Drain (Aug. 2022): Onsite meeting was held, Engineer is working on surveying and design

Bogart Drain Branch C (Aug 2022) Onsite meeting was held, Engineer is working on surveying and design

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

AMO has sent out a subsequent questionnaire to those who participated in the original survey asking for antidotal information on the affects for local communities, for instance Southwold is owed a little more than \$180,000.00 in unpaid assessments. If the municipality has to absorb those costs within our budget that would amount to about a 4.0% increase in property taxes. The Drainage Superintendent's Association worked with AMO on this project. As an association we are going to encourage municipalities to try and meet with their respective MP and MPP to discuss the federally regulated railway concerns.

Miscellaneous:

The Drainage Superintendents Association annual meeting and conference is January 25 & 26 at the Best Western Lamplighter Inn in London. The conference is held in conjunction with the Land Improvement Contractors of Ontario annual meeting and conference.

2022 Capital Project Process:

2022	Budget
McIntosh #2	21,099.00
Anticipated 2023	Budget
G.H. Pennings Drain - Oneida Road crossing	\$15,539.00
G.H. Pennings Drain - water line special	\$2,160.00
A.& C. Jones Drain - Lake Line	\$22,963.00

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: January 9, 2023

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

REPORT NO: ENG 2023-02

SUBJECT MATTER: Planning Fee Review

Recommendation(s):

THAT Council endorse adjusting planning application fees as set out in Option 4 which includes adjusting fees based on lowest fees when comparing all local municipalities within Elgin County and St. Thomas.

Purpose:

The purpose of this report is to review Township planning application fees and to consider options for fee adjustments.

Background:

In 2019, Staff completed a comprehensive review of Township planning application fees with the request to Council being deferred to increase fees to bring the Planning department closer to cost recovery. Since this time, the Planning department has expanded to include a Director of Infrastructure and Development Services as well as a full time Planner. Through this review, Staff have compared fees to our municipal partners in Elgin County and St. Thomas rather than an analysis based on cost recovery as this would have resulted in a much higher increase to planning fees.

Application	# Applications	2022 Fees	Total Recovered
Severance	11	\$400	\$4,400
Minor Variance	9	\$550	\$4,950
Zoning Bylaw Amendment	9	\$1,175	\$10,575
Official Plan Amendment	1	\$1,500	\$1,500
2022 Total Recovered			\$21,425

From Staff's review, we are recommending adjusting the fees for the planning applications that are listed as follows Minor Variance (MV), Official Plan Amendment (OPA), Zoning Bylaw Amendment (ZBA), Combined OPA and ZBA, Temporary Use Bylaw (Temp. Bylaw), Severance (Sev.), Part Lot Control. Staff selected these planning applications because there was a large discrepancy in fees compared to local municipalities as well these are the frequently used applications.

Municipality	MV	OPA	ZBA	OPA & ZBA	Temp Bylaw	Sev.	Part Lot Control
Southwold	\$550	\$1,500	\$1,175	\$2,000	\$1,175	\$400	N/A
West Elgin	\$1,000	\$2,400	\$1,200	N/A	\$1,200	\$800	\$800
Dutton	\$900	\$2,000	\$1,500	\$3,200	\$1,500	\$800	\$800
Central Elgin	\$500	\$750	\$750	N/A	\$750	\$500	N/A
St. Thomas	\$400	\$750	\$750	N/A	N/A	\$450	N/A
Aylmer	\$500	\$1,500	\$1,000	\$2,000	\$500	\$400	N/A
Malahide	\$2,000	\$4,000	\$4,000	N/A	\$3,000	N/A	N/A
Bayham	\$1,000	\$1,000	\$1,000	N/A	\$1,000	N/A	N/A

Completing this review, Staff have created four different options for Council to consider when adjusting the fees for these planning applications.

Option 1 – Increase based on average of local municipal partners

Application Type	Average Cost	New Planning Fees
Minor Variance	\$900	\$900
Official Plan Amendment (OPA)	\$1,771.43	\$1,750
Zoning Bylaw Amendment (ZBA)	\$1,457.14	\$1,450
Combined OPA & ZBA	\$2,828.57	\$2,825
Temporary Use Bylaw	\$1,135.71	\$1,125
Severance Application	\$590	\$575
Part Lot Control	\$800	\$800

Option 2 – Increase based on local rural municipalities (West Elgin, Dutton, Malahide, Bayham)

Application Type	Average Cost	New Planning Fees
Minor Variance	\$1,225	\$1,225
Official Plan Amendment (OPA)	\$2,350	\$2,350
Zoning Bylaw Amendment (ZBA)	\$1,925	\$1,925
Combined OPA & ZBA	\$3,875	\$3,875
Temporary Use Bylaw	\$1,675	\$1,675
Severance Application	\$800	\$800
Part Lot Control	\$800	\$800

Option 3 – Increase based on local westerly rural municipalities (West Elgin and Dutton)

Application Type	Average Cost	New Planning Fees
Minor Variance	\$950	\$950
Official Plan Amendment (OPA)	\$2,200	\$2,200
Zoning Bylaw Amendment (ZBA)	\$1,350	\$1,350
Combined OPA & ZBA	\$3,200	\$3,200
Temporary Use Bylaw	\$1,350	\$1,350
Severance Application	\$800	\$800
Part Lot Control	\$800	\$800

Option 4 – Lowest fees for each application based on Options 1-3

Application Type	New Planning Fees
Minor Variance	\$900
Official Plan Amendment (OPA)	\$1,750
Zoning Bylaw Amendment (ZBA)	\$1,350
Combined OPA & ZBA	\$2,700
Temporary Use Bylaw	\$1,125
Severance Application	\$575
Part Lot Control	\$800

Based on the above, Staff are recommending moving forward with Option 4 which will adjust fees for the seven application types based on the lowest fee value of the options above. The net change in the fees from 2022 to 2023 are shown below:

Application Type	2022 Fees	2023 Fees	Change (\$)
Minor Variance	\$550	\$900	+\$350
Official Plan Amendment (OPA)	\$1,500	\$1,750	+\$250
Zoning Bylaw Amendment (ZBA)	\$1,175	\$1,350	+\$175
Combined OPA & ZBA	\$2,000	\$2,700	+\$700
Temporary Use Bylaw	\$1,175	\$1,125	-\$50
Severance Application	\$400	\$575	+\$175
Part Lot Control	N/A	\$800	+\$800

Financial Implications:

The change in planning applications fees will result in a minor increase to how much the planning department recovers. This change will also bring the Township planning application fees closer to our municipal partners.

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: January 9, 2023

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

REPORT NO: ENG 2023-03

SUBJECT MATTER: Shedden and Fingal Sanitary Sewer Project

Recommendation(s):

THAT Council direct Staff to hire an engineering consulting firm specializing in forcemains and pump station design to provide the Township with a detailed project estimate and list of constraints for this servicing option.

Purpose:

The purpose of this report is to provide an update on the Shedden and Fingal sanitary sewer project and consider reviewing alternatives that were highlighted during the Environmental Assessment.

Background:

Following the deferral of the Shedden wastewater treatment plant supplier RFQ, Council directed Staff to gauge the development industries interest for developing in Shedden and Fingal based on the estimated sewer connection charges. Sewer connection charges are currently anticipated at \$30,252 per connection without Net HST and yearly CPI increases. This takes into account the full build out of the treatment plant, sewer and forcemain system as well as all engineering costs.

Development Community

The four known developments in Shedden and Fingal are being brought forward by DHP Homes, Domus Development, the Luyks, and the Laing's. Staff have had conversations with these developers during December 2022 through to January 2023, where we reviewed development plans and how the estimated sewer connection charges affect their development plans. Developers were concerned with the high connection costs and noted that the cost for development on a per lot basis is higher than our larger municipal neighbours. Developers still seemed interested to carry forward with their plans and didn't note any changes to their development concepts

Of the four developers, DHP Homes and the Laing's are planning to submit draft plan of subdivision early in 2023, with DHP Homes hoping to build homes in late 2023. Our current project timelines would delay DHP Homes development as we are currently

targeting the treatment plant being fully constructed in 2025. The developments for both Domus and the Luyks are targeting to have draft plan of subdivision several years following DHP Homes.

With all the anticipated development in Shedden and Fingal, Staff's estimate is for 1450 new units to be built. Of these developments, DHP Homes is planning to build 203 units, Domus Development is planning to build 121 units, and the Laing's are planning to build 26 units. Currently, Luyks haven't shared a concept plan, but based on the size of their property and assuming 10 units per hectares, they could build at least 315 units. This is a total of 665 new units being built in the near term, with the potential for additional units as developers look to create more density.

Environmental Assessment

During the Environmental Assessment (EA), the consultants reviewed connecting to Port Stanley as an alternative to service Shedden and Fingal. Based on the consultants review this alternative was never advanced because the Port Stanley treatment plant had capacity constraints at that time. However, this option was shown to have a lower capital cost than the recommended alternative of building a new treatment plant. Staff have attached the original review of the alternatives during the EA as Schedule 'A', with Staff comments.

Staff have had recent conversations with Central Elgin Staff, and they have mentioned there is capacity at the Port Stanley treatment plant for the Townships development in Shedden and Fingal. Currently, the plant has a capacity of 2400 m³/day and an average daily flow of 1000m³/day. The treatment plant can be expanded to 3600m³/day with the addition of a clarifier. The treatment plant can fully expand to 4800m³/day and a more significant expansion is required past that capacity.

With this new information, Staff feel we should investigate the costs in more detail to service Shedden and Fingal through pump stations and forcemain to the Port Stanley treatment plant. Completing this review will continue to delay the construction of the sewer project but it could result in a lower cost of the sewer connection charges.

Analysis:

Staff have completed a preliminary review of comparing both options, and a pros and cons list for both options are shown below:

Connect to Port Stanley Treatment Plant	<p>Pros:</p> <ul style="list-style-type: none"> • Could very well result in lower sanitary connection charge • Less Township operating costs on multiple pump stations compared to a treatment plant • Has ability to accommodate increase in units from Staff's projected totals
	<p>Cons:</p> <ul style="list-style-type: none"> • Requires agreement between Central Elgin and Township on operating costs for residents. Want to make sure this option stays affordable for residents • Required to pay Central Elgin development charges for portion attributed to treatment plant • Could delay schedule for construction as EA addendum and redesign required.
New Treatment Plant in Shedden	<p>Pros:</p> <ul style="list-style-type: none"> • Have more control over treatment plant capacity • More likely to construct this option sooner
	<p>Cons:</p> <ul style="list-style-type: none"> • Likely a higher sanitary connection charge and higher initial capital investment • Larger risk for Township as more capital is required before connection charges fully fund project • Experiences from Talbotville treatment plant show these smaller treatment plants have higher operating costs

Financial Implications:

Sewer connection charges are paid by developers but lowering these fees can reduce the overall costs that new residents will have to pay for a new home. Having these sewer connection charges paid quicker or reducing the overall capital investment will reduce the overall risk for the Township.

Strategic Plan Goals:

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

- ☒ Promoting residential, agricultural, commercial, and industrial development by ensuring policies and services are in place to support growth in The Township of Southwold.
- ☐ Promoting a healthy, naturally beautiful, and community-oriented municipality by encouraging and supporting involvement of volunteer organizations wishing to provide cultural and recreational activities in the Township of Southwold.
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Respectfully Submitted by:
Peter Kavcic, P.Eng.
Director of Infrastructure and
Development Services
"Submitted electronically"

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

Table 3-2: Evaluation of Alternative Solutions

Evaluation Criteria	Indicators	Alternative 1 – Do Nothing	Alternative 2 – Connect to a Neighbouring Treatment Facility	Alternative 3 – Construct a New Municipal Treatment Facility
	Legend	Red Shading = Least Preferred	Yellow Shading = Less Preferred	Green Shading = Preferred
Socio-Economic Environment				
Accommodates Planned Future Growth	Ability to meet short and long term growth.	Status quo can accommodate short term growth. However, servicing of existing development may be constrained when existing septic systems require replacement if land for new leaching beds is not available. Status quo lacks centralized treatment and cannot accommodate large developments in Shedden and Fingal.	Wastewater treatment allocation to St. Thomas WWTP and Port Stanley WWTP is constrained and does not presently allow for diversion of existing flows from Shedden and Fingal for treatment, or expanded flows from future development. Would change to green, as Central Elgin has capacity and is willing.	New facility would be designed to accommodate existing users and proposed short and long term growth.
Impacts to archaeological, cultural heritage and built heritage resources	Potential for adverse impacts to archaeological, cultural heritage and built heritage resources.	No potential for impacts to archaeological, cultural and built heritage resources as no new facility construction.	No potential for impacts to archaeological, cultural and built heritage resources as no new facility construction. It is assumed that the forcemain to transport wastewater to the existing treatment plants would be within the road right-of-way.	The construction of a new facility has the potential for impacts to archaeological, cultural and built heritage resources depending on location. It is assumed that the forcemain to transport wastewater to the existing treatment plants would be within the road right-of-way.
Natural Environment				
Impacts on Natural Environment and Water Quality	Potential for adverse impacts to the receiving water quality and aquatic systems.	Failing and poorly maintained private systems can have significant negative environmental impacts. There is a potential for future impacts to the environment, in the form of breakthrough of nutrients and bacteria from leaching beds to receiving water bodies, as a result of the construction of new leaching bed systems.	Sewage flows would be treated in an existing treatment facility operating in accordance with Ministry of Environment Conservation and Parks approval. All sewage from Shedden and Fingal would be appropriately treated prior to discharge to the environment.	Sewage flows would be treated in a new treatment facility which would operate in accordance with Ministry of Environment Conservation and Parks approval. All sewage would be appropriately treated prior to discharge.
Potential for impact on terrestrial environment	Potential for impact on terrestrial systems.	The status quo does not involve construction and there is no potential for impact on terrestrial systems.	Connecting to an existing treatment plant does not involve construction of a new facility and there is no potential for impact on terrestrial systems. It is assumed that the forcemain to transport wastewater to the existing treatment plants would be within the road right-of-way.	Constructing a new treatment plant will require developing a new site. Site selection will consider opportunities to minimize impact on natural habitats.
Technical Performance				
Performance Flexibility	Flexibility of the technology/equipment and ability to adapt to Shedden and Fingal needs over the planning period.	No change. Subsurface discharge is an established technology but does not address requirements for replacement of systems reaching the end of their useful life, capacity expansion or servicing of new large developments (existing private systems may be reaching end of life expectancy and may not be able to be replaced).	Wastewater conveyance is a reliable approach to managing flows remote from centralized treatment. Receiving treatment plants operate reliable treatment processes.	Established treatment process would be selected, meeting required effluent performance limits.
Approval Potential	Likelihood of receiving MECP approval.	No approval required.	Approval required. Established process which is likely to receive approval from environmental regulators.	Approval required. Established process which is likely to receive approval from environmental regulators.
Ease of Construction and Operation	Relative ease to implement/construct and maintain/operate the proposed alternative.	No construction for existing facilities. Construction for new systems (i.e., septic tile beds or more sophisticated domestic systems) within new developments may be complex and potentially not permitted. Operation of individual systems is minimal and completed by the property owner.	Somewhat complex construction involving a pumping station and long forcemain installation with watercourse crossings and tie-in to existing treatment facility infrastructure or upstream collection systems. Operation of system would ultimately be maintained by separate authority.	Complex facility construction, including collection system, potential pumping station, forcemain and treatment plant. Complexity of construction may be reduced through the selection of packaged or modular treatment processes. Operation of facility would be assumed by the Township of Southwold.

Central Elgin has confirmed capacity available. Change to green.

Evaluation Criteria	Indicators	Alternative 1 – Do Nothing	Alternative 2 – Connect to a Neighbouring Treatment Facility	Alternative 3 – Construct a New Municipal Treatment Facility
	Legend	Red Shading = Least Preferred	Yellow Shading = Less Preferred	Green Shading = Preferred
	Relative ease with which the alternative could be expanded in the future.	Existing leaching beds may not easily replaced to accommodate ongoing flows from existing users. Space requirements for new leaching bed construction may limit the practicality of infill development within communities.	The capacity of the existing treatment facilities has been allocated and is not available presently. If flow from Shedden and Fingal were accepted at these facilities in the future, it could require costly capital expansions to these systems. There is a further risk that if allocated a fixed capacity, Shedden and Fingal may not have access to additional capacity if required in the future.	A new facility can be constructed to allow for future expansion. The facility design can involve modular or phased construction where only the capacity required is constructed initially and expanded in the future as the number of users increases.
Reliability	Ability of the technology/equipment associated with the alternative to handle variable loadings and flows.	Continued subsurface discharge may result in environmental impacts as existing private systems deteriorate. Replacement for existing systems may not be able to be accommodated on existing lot fabric in these communities.	The neighbouring facilities have treatment processes that can reliably manage variable loadings and flows.	A reliable treatment process will be selected to accommodate current and future flows.
	Ability of the alternative to operate during a power failure.	Private owners must address system failures as required.	Proper redundancy could be included to address failure conditions.	Redundant equipment will be included in the facility design to reduce the likelihood for interruptions in treatment even under failure conditions.
Feasibility				
Regulatory and Compliance Requirements	Ability to meet current and future regulatory requirements.	Subsurface discharge would not be permitted for new large developments. Lot sizes for private development would have to be large enough to accommodate minimum setbacks, limiting the density and type of future development including infill.	Established process which is likely to receive approval from environmental regulators. Municipal agreements to discharge to existing facilities are unlikely to be obtained. Central Elgin is willing to provide capacity to Southwold. Change to green.	Facility will be subject to approval from environmental regulators and the local conservation authority. It is reasonable to assume that approval for a new wastewater treatment facility can be obtained.
Cost				
Capital Cost	Relative Capital Cost.	Low relative capital cost to municipality. High capital cost for individual users both for initial construction and maintenance replacement. Lot design and size may require more advanced subsurface discharge systems than traditional septic leaching beds which may further increase costs. Impacts of failed private systems can lead to high costs to the municipality to address.	High capital cost to construct forcemain and pumping station, and to purchase capacity allocation from receiving facility. Southwold would need to pay for any new costs to expand the existing facility.	Highest capital cost to construct a new treatment facility and construct the forcemain and pumping station to convey sewage to that facility.
Operating and Maintenance Cost	Relative annual operating costs (including labour, energy, and ongoing routine operating and maintenance activities).	Low relative operating and maintenance cost to municipality. Higher operating costs if more sophisticated onsite treatment is used.	Moderate operating cost. Ongoing costs associated with pump operation for forcemain. Operation and maintenance costs associated with the share of receiving treatment capacity allocated to the municipality.	Moderate operating costs. Costs associated with electricity, consumables, sludge disposal, periodic maintenance, equipment replacement and operator labour.
Overall Evaluation		Not Preferred: Alternative 1 is not preferred as it does not provide servicing for future development. While there is limited potential for construction impacts as a new facility is not included, there is ongoing potential of environmental impacts as existing septic systems reach the end of their life. <i>Note: Should community growth be limited and lot fabric and intensified development not requested in the future, this solution of the status quo could continue.</i>	Not Preferred: Alternative 2 is not preferred as the Township does not presently have agreements to obtain treatment capacity at either the Port Stanley or St. Thomas wastewater treatment facilities. It is understood that neither plant has the capacity to accept flows from Shedden and Fingal and plant expansions may be required to accommodate these flows. This alternative also restricts potential development to what an adjacent municipality may allow.	Preferred: Alternative 3 is the most expensive alternative but it provides the greatest flexibility for the community to accommodate future development. It provides a reliable and scalable treatment process that can meet approval requirements.



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: January 9, 2023

PREPARED BY: Peter Kavcic, Director of Infrastructure and Development Services
Jeff Carswell, CAO/Clerk

Michele Lant, Director of Corporate Services, Treasurer

REPORT NO: ENG 2023-04

SUBJECT MATTER: Organic Composting Program

Recommendations:

1. THAT Council approve the Composting Option 2 which includes green bins in Talbotville Land Use area and digesters or composters in all other areas of the Township, and;
2. THAT Council approve the funding Option 3 which includes providing the first container free for all residents interested in the program and additional containers subsidized at a rate of \$20 per container, and;
3. THAT Council authorize purchasing 1,000 green bins and 250 digesters, with funding in the 2023 budget to be requested from Green Lane Community Trust, and;
4. THAT ongoing annual operating costs for the Organic Composting Program be funded from a per household area rate applied to the Talbotville Land Use Area, and;
5. THAT staff be authorized to commence public consultation on the use of an area rate for the Talbotville Land Use Area to fund the Organic Composting Program Operating Costs with feedback to be provided in conjunction with the 2023 Budget deliberations, and;
6. THAT final approval of all aspects of the Organic Composting Program be held, pending incorporation into and final approval of the 2023 Budget.

Purpose:

The purpose of the report is to update Council on the organic composting program for the Township of Southwold.

Background:

On October 11, 2022, Council approved Green for Life Environmental (GFL) for waste collection services. Council also directed Staff to work with the Zero Waste Committee to review options for an organic composting program.

As of July 1, 2023 the Township of Southwold will no longer be collecting recycling for residents and the producers will be responsible for this collection. This will result in a tax savings that could be used to improve services to residents and improve our diversion rate to the landfill. The tax savings from recyclable collection is approximately \$45,434.41 (\$155,879.52 for costs and \$79,957.16 in revenue from Blue Box Grant and \$30,487.95 in average revenue from Recycling Strategy).

An organic composting program will lead to an improved diversion rate and could lower the need to have a three garbage bag limit in the future. Following Council on October 11, Staff met with the Zero Waste Committee to review options for organic collection. Composting options and funding options are shown below, with green highlighted options being the preferred options from the Zero Waste Committee. During our meeting, we didn't discuss if the composting program should be area rated or funded through the tax levy.

Composting Options:

Option	Description	Costs
1	Green bins in Talbotville Land Use area	1000 bins = \$57,840 (\$54.84 per bin, \$1500 for delivery and loading, 500 bins per truck) Collection for 615 residents, \$2.6 per house = \$41,574
2	Green bins in Talbotville Land Use area and digesters/composters in all other areas of the Township	1000 bins = \$57,840 250 digesters = \$22,500 (\$90 per digester) Collection for 615 residents, \$2.6 per house = \$41,574

Funding Options:

Option	Description	Notes
1	Subsidize the cost of bins, digesters and composters	<ul style="list-style-type: none"> Subsidizing cost will increase residents likelihood to be involved in program
2	Free for first. At cost for remaining	<ul style="list-style-type: none"> Providing first container free sets program up similar to recycling bin program, as well as St. Thomas' green bin program. For digesters or composters, rural residents would request these rather than forcing resident involvement.
3	Free for first, subsidized for remaining	<ul style="list-style-type: none"> Providing first container free sets program up similar to recycling bin program, as well as St. Thomas' green bin program. Additional bins subsidized will continue to increase resident diversion rather than charging residents full price for additional containers For digesters or composters, rural residents would request these rather than forcing resident involvement
4	Resident pays cost	<ul style="list-style-type: none"> Less likely to get resident involvement or increase in diversion

Financial Implications:

Year 1 for the organic composting program is the most expensive because of the container purchases which is proposed to be funded through a request to the Green Lane Community Trust.

The Zero Waste Committee believes a cost per container of \$20 for each additional container is a fair subsidized price to continue to increase usage of this program. The current contract with GFL applies a yearly increase of 75 percent of CPI compared to existing waste collection contract of full CPI increase. The disposal charge for organics also needs to be considered which based on feedback from St. Thomas' is approximately 0.0175 tonnes per household every two weeks. Staff have included a breakdown of operating costs for the first two years funding required and full build out of Talbotville land use area as well as 2023 Green Lane Trust request.

Annual Operating Costs

Costs	Year 1 (Half the year)	Year 2 (615 homes)	Full Build (1500 homes)
Urban green bin collection	\$20,787	\$41,574	\$101,400
Disposal charge (\$70/tonne)	\$9,794	\$19,588	\$47,775

Green Lane Trust – Initial Startup Costs

Costs	Year 1 (615 homes)
Green bin	\$57,840 (1000 bins)
Digesters	\$22,500(250 digesters)
Composters	0 (45 remaining)
Total	\$80,340

Funding Source – Area Rating vs. Tax Levy

With the introduction of an organic collection program for the Talbotville Land Use area, there should be consideration given if the organic composting program should be implemented through an area rating system or through the tax levy.

- Urban residents area rate for organics \$2.60/hh/collection (bi-weekly) = \$67.60/year
- Urban residents additional disposal charge for organics = \$31.85/year
- All residents rates from recycling \$0.96/hh/collection (bi-weekly) = \$24.90/year
- Urban residents area rate increase = \$74.55/year

Utilizing all of the capacity created through the transfer of the Blue Box program in the tax levy for the organics program could generate a savings for the first few years.

Although this capacity is being created by all areas of the Township and depending on Councils thoughts on area rating, it may not be appropriate to use all of it.

Staff's recommendation would be to area rate the organics program to the Talbotville Land Use area residents, as this is an increase service in this specific area. An organic composting program that includes green bin pick up will increase diversion for the Township. Talbotville Land Use area residents would pay an increase of approximately

\$74.55 per year in taxes and all other residents could experience a savings of approximately \$24.90 per year. Staff believe we should include a communication plan that introduces the composting program to these residents that illustrates the benefits as well as additional costs.

Area rating can be a set amount per property or based on other items like property assessment, frontage, etc. Based on the nature of this program a set amount per household would be most logical. Staff also need to review and confirm the logistics of how the area rate will be billed and whether it can be included on the tax bill.

Staff will also need to review and determine what impact there will be on staffing requirements to support an organics composting program. While there may be some reduction in involvement with the Blue Box program that will not take place for several years until the program is fully transitioned to producers. It is anticipated municipalities will continue to have ongoing responsibilities around customer service and program communications.

Strategic Plan Goals:

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

- ☐ Promoting residential, agricultural, commercial, and industrial development by ensuring policies and services are in place to support growth in The Township of Southwold.
- ☒ Promoting a healthy, naturally beautiful, and community-oriented municipality by encouraging and supporting involvement of volunteer organizations wishing to provide cultural and recreational activities in the Township of Southwold.
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- ☒ 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: January 9, 2023

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

REPORT NO: ENG 2023-05

SUBJECT MATTER: Waste Collection Agreement

Recommendation(s):

THAT Council approve and authorize the execution of the proposed Township of Southwold and GFL Environmental Inc with By-Law 2023-03.

Purpose:

The purpose of this report is to seek Council approval to execute the Township of Southwold and GFL Environmental Inc. Waste Collection Agreement, as attached in Schedule 'A'.

Background:

On October 11, 2022, Council awarded the garbage collection proposal for Green for Life Environmental (GFL) in the amount of \$204,653.80, excluding HST. The proposal is for a 7 year contract term with 75% annual CPI increases.

Financial Implications:

Waste collection costs are up approximately \$50,000 in 2023 as a result of a new waste collection service agreement and increase in level of service for the Talbotville area. This amount will need to be covered from the tax levy. For the service level discrepancy between Talbotville residents and all other residents, Staff are not recommending area rating waste collection because the cost difference is minimal.

Existing garbage collection rate = \$3.56/hh/collection = \$92.56/year

Bi-weekly garbage collection - \$4.23 per hh/collection = \$109.98/year

Weekly garbage collection (Talbotville area) - \$2.13 per hh/collection = \$110.76/year

Net increase in waste collection rate for residents = \$18.20 to \$17.42/year

This new contract will result in a net increase of \$18.20 to \$17.42 per year for residents. The new contract has the added benefit of being 75% of CPI whereas the existing contract was 100% of CPI. With this new agreement, Staff will be working with GFL on

the route map and what changes they are proposing. Residents will be provided ample notice for any route map change to waste collection services.

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: January 9, 2023

PREPARED BY: Michele Lant, Director of Corporate Services/Treasurer

REPORT NO: FIN 2023-02

SUBJECT MATTER: Financial Indicator Review

Recommendation:

None – For Information.

Purpose:

To provide Council with the Financial Indicator Review and Municipal Financial Profile provided by the Ministry of Municipal Affairs and Housing.

Background:

The Ministry of Municipal Affairs and Housing reviews each municipality's financial performance through the use of key financial indicators in relation to established provincial thresholds based upon a municipality's Financial Statements and Financial Information Return (FIR).

Comments/Analysis:

Attached is the Township of Southwold's Financial Indicator Review (Appendix A) and Municipal Financial Profile (Appendix B) based on the 2021 Financial Information Return.

The Township of Southwold's provincial financial indicators show that all Levels of Risk are rated as low except the Debt Servicing Cost under Flexibility Indicators which shows as moderate. This is the result of a construction loan received in 2020 and repaid in 2021 for the Talbotville Trunk Sewer. It is expected that this indicator will return to a low risk in the 2022 review. Definitions for all indicators are included in the notes section of the report.

As noted, these indicators are important, but do not represent all aspects of a municipality's financial health. Some risks cannot be determined based on the FIR or

Financial Statements. The FIR and Financial Statements represent a point in time in the past and do not forecast future possibilities.

For example, the Township has significant risk associated with the loss of revenue from the Green Lane Landfill (both Payments in Lieu of Taxes and grants available from the Green Lane Trust). The FIR also consolidates the general municipal operations with the user pay services such as water and wastewater. This results in the significant water system reserve of approx. \$7 million being reflected in the reserve balances, but it is not available for general operations or wastewater purposes.

Likewise, when considering the Wastewater Treatment Plant and Sanitary Sewer System, there is likely some elevated risk due to the significant operating costs, limited number of users, uncertainty of timing for new users being added, capital costs and borrowing. This risk is not highlighted in the financial indicators as it is combined with general government and water operations.

In addition to the Financial Indicator Review, a detailed Municipal Financial Profile has also been included based on the 2021 FIR. This report provides various financial information, along with comparisons to similar Southwestern Ontario municipalities and the average for all municipalities in the Province. These items also show the Township's Financial Profile is in a good position.

Financial Implications:

None at this 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.

Respectfully Submitted by:
Michele Lant, Director of Corporate
Services/Treasurer
"Submitted electronically"

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

FINANCIAL INDICATOR REVIEW

(Based on 2021 Financial Information Return)

Southwold Tp

Date Prepared:	19-Dec-22	2021 Households:	1,760	Median Household Income:	83,942
MSO Office:	Western	2021 Population:	4,851	Taxable Residential Assessment as a	
Prepared By:	Carole Sauvé	2022 MFCI Index:	2.0	% of Total Taxable Assessment:	70.5%
Tier	LT			Own Purpose Taxation:	4,130,769

SUSTAINABILITY INDICATORS

Indicator	Ranges		Actuals	South - LT - Counties - Rural		Level of Risk
				Median	Average	
Total Taxes Receivable less Allowance for Uncollectibles as a % of Total Taxes Levied	Low: < 10% Mod: 10% to 15% High: > 15%	2017	7.8%	8.6%	9.8%	LOW
		2018	6.4%	7.6%	8.9%	LOW
		2019	6.0%	7.4%	8.4%	LOW
		2020	5.7%	7.2%	8.5%	LOW
		2021	5.5%	6.3%	7.2%	LOW
Net Financial Assets or Net Debt as % of Own Source Revenues	Low: > -50% Mod: -50% to -100% High: < -100%	2017	146.7%	47.2%	40.1%	LOW
		2018	140.6%	42.7%	41.6%	LOW
		2019	136.7%	45.7%	50.1%	LOW
		2020	158.1%	54.9%	57.4%	LOW
		2021	119.1%	58.3%	60.4%	LOW
Total Reserves and Discretionary Reserve Funds as a % of Municipal Expenses	Low: > 20% Mod: 10% to 20% High: < 10%	2017	189.8%	61.9%	68.6%	LOW
		2018	204.6%	64.0%	71.5%	LOW
		2019	166.5%	73.3%	78.8%	LOW
		2020	187.2%	82.4%	87.4%	LOW
		2021	183.5%	83.8%	90.2%	LOW
Cash Ratio (Total Cash and Cash Equivalents as a % of Current Liabilities)	Low: > 0.5:1 Mod: 0.5:1 to 0.25:1 High: < 0.25:1	2017	2:1	3.24:1	4.59:1	LOW
		2018	5.22:1	3.44:1	4.76:1	LOW
		2019	3.33:1	4.2:1	5.42:1	LOW
		2020	4.82:1	4.7:1	5.52:1	LOW
		2021	5.97:1	5.42:1	6.19:1	LOW

FLEXIBILITY INDICATORS

Debt Servicing Cost as a % of Total Revenues (Less Donated TCAs)	Low: < 5% Mod: 5% to 10% High: >10%	2017	1.1%	2.7%	3.3%	LOW
		2018	0.8%	2.5%	3.1%	LOW
		2019	1.2%	2.6%	3.1%	LOW
		2020	0.6%	2.3%	3.2%	LOW
		2021	9.1%	2.2%	3.0%	MODERATE
Closing Amortization Balance as a % of Total Cost of Capital Assets (Asset Consumption Ratio)	Low: < 50% Mod: 50% to 75% High: > 75%	2017	30.3%	43.8%	45.5%	LOW
		2018	30.6%	43.7%	46.0%	LOW
		2019	31.5%	43.9%	46.2%	LOW
		2020	30.5%	44.8%	46.5%	LOW
		2021	31.2%	45.2%	46.9%	LOW
Annual Surplus / (Deficit) as a % of Own Source Revenues	Low: > -1% Mod: -1% to -30% High: < -30%	2017	40.4%	11.4%	12.8%	LOW
		2018	38.4%	12.5%	13.9%	LOW
		2019	45.2%	18.7%	23.1%	LOW
		2020	51.1%	17.4%	17.2%	LOW
		2021	26.6%	16.6%	15.9%	LOW

The data and information contained in this document is for informational purposes only. It is not an opinion about a municipality and is not intended to be used on its own - it should be used in conjunction with other financial information and resources available. It may be used, for example, to support a variety of strategic and policy discussions.

FINANCIAL INDICATOR REVIEW

(Based on 2021 Financial Information Return)

Southwold Tp

NOTES

Financial Information Returns ("FIRs") are a standard set of year-end reports submitted by municipalities to the Province which capture certain financial information. On an annual basis, Ministry staff prepare certain financial indicators for each municipality, based on the information contained in the FIRs. It is important to remember that these financial indicators provide a snapshot at a particular moment in time and should not be considered in isolation, but supported with other relevant information sources. In keeping with our Financial Information Return review process and follow-up, Ministry staff may routinely contact and discuss this information with municipal officials.

Supplementary Indicators of Sustainability and Flexibility

The following is a summary, adapted from the Chartered Professional Accountants of Canada Statement of Recommended Practice (SORP) 4.

- A government (including a municipality) may choose to report supplementary information on financial condition, to expand on and help explain the government's financial statements.
- Supplementary assessment of a government's financial condition needs to consider the elements of sustainability and flexibility.
- Sustainability in this context may be seen as the degree to which a municipality can maintain its existing financial obligations both in respect of its service commitments to the public and financial commitments to creditors, employees and others without inappropriately increasing the debt or tax burden relative to the economy within which it operates.
- Sustainability is an important element to include in an assessment of financial condition because it may help to describe a government's ability to manage its financial and service commitments and debt burden. It may also help to describe the impact that the level of debt could have on service provision.
- Flexibility is the degree to which a government can change its debt or tax level on the economy within which it operates to meet its existing financial obligations both in respect of its service commitments to the public and financial commitments to creditors, employees and others.
- Flexibility provides insights into how a government manages its finances. Increasing taxation or user fees may reduce a municipality's flexibility to respond when adverse circumstances develop if the municipality approaches the limit that citizens and businesses are willing to bear.
A municipality may temporarily use current borrowing, subject to the requirements set out in the Municipal Act to meet expenses and certain other amounts required in the year, until taxes are collected and other revenues are received. Municipal current borrowing cannot be carried over the long term or converted to long term borrowing except in very limited circumstances.
- For each element of financial condition, the report on indicators of financial condition should include municipality-specific indicators and municipality-related indicators. It may be useful to also include economy-wide information when discussing financial condition.

Additional Notes on what Financial Indicators may indicate:

Total Taxes Receivable less Allowance for Uncollectibles as a % of Total Taxes Levied - *Shows how much of the taxes billed are not collected.*

Net Financial Assets or Net Debt as % of Own Source Revenues - *Indicates how much property tax and user fee revenue is servicing debt.*

Reserves and Reserve Funds as a % of Municipal Expenses - *Indicates how much money is set aside for future needs and contingencies.*

Cash Ratio (Total Cash and Cash Equivalents as a % of Current Liabilities) - *Indicates how much cash and liquid investments could be available to cover current obligations.*

Debt Servicing Cost as a % of Total Revenues (Less Donated TCAs) - *Indicates how much of each dollar raised in revenue is spent on paying down existing debt.*

Closing Amortization Balance as a % of Total Cost of Capital Assets (Asset Consumption Ratio) - *Indicates how much of the assets' life expectancy has been consumed.*

Annual Surplus / (Deficit) (Less Donated TCAs) as a % of Own Source Revenues - *Indicates the municipality's ability to cover its operational costs and have funds available for other purposes (e.g. reserves, debt repayment, etc.)*

The Northern and Rural Municipal Fiscal Circumstances Index (MFICI) is used by the Ministry of Finance to calculate the "Northern and Rural Fiscal Circumstances Grant" aimed at northern as well as single and lower-tier rural municipalities. The index measures a municipality's fiscal circumstances. The MFICI is determined by six indicators: Weighted Assessment per Household, Median Household Income, Average Annual Change in Assessment (New Construction), Employment Rate, Ratio of Working Age to Dependent Population, and Per Cent of Population Above Low-Income Threshold. A lower MFICI corresponds to relatively positive fiscal circumstances, whereas a higher MFICI corresponds to more challenging fiscal circumstances. (Note: the MFICI index is only available for northern and rural municipalities)

FINANCIAL INDICATOR REVIEW

(Based on 2021 Financial Information Return)

Southwold Tp

CALCULATIONS

Total Taxes Rec. less Allowance for Uncollectibles as % of Total Taxes Levied

SLC 70 0699 01 / (SLC 26 9199 03 - SLC 72 2899 09)

Net Financial Assets or Net Debt as % of Own Source Revenues

SLC 70 9945 01 / (SLC 10 9910 01 - SLC 10 0699 01 - SLC 10 0899 01 -
SLC 10 1098 01 - SLC 10 1099 01 - SLC 10 1811 01 - SLC 10 1812 01 - SLC 10 1813 01 -
SLC 10 1814 01 - SLC 10 1830 01 - SLC 10 1831 01 - SLC 12 1850 04)

Total Reserves and Reserve Funds as a % of Municipal Expenses

(SLC 60 2099 02+SLC 60 2099 03)/(SLC 40 9910 11-SLC 12 9910 03-SLC 12 9910 07)

Cash Ratio (Total Cash and Cash Equivalents as a % of Current Liabilities)

SLC 70 0299 01 / (SLC 70 2099 01 + SLC 70 2299 01)

Debt Servicing Cost as a % of Total Revenues (Less Donated TCAs)

(SLC 74 3099 01 + SLC 74 3099 02) / (SLC 10 9910 01 - SLC 10 1831 01)

Closing Amortization Balance as a % of Total Cost of Capital Assets (Asset Consumption Ratio)

SLC 51 9910 10 / SLC 51 9910 06

Annual Surplus / (Deficit) (Less Donated TCAs) as a % of Own Source Revenues

(SLC 10 2099 01 - SLC 10 1831 01) / (SLC 10 9910 01 - SLC 10 0699 01 -
SLC 10 0899 01 - SLC 10 1098 01 - SLC 10 1099 01 - SLC 10 1811 01 - SLC 10 1812 01 -
SLC 10 1813 01 - SLC 10 1814 01 - SLC 10 1830 01 - SLC 10 1831 01 - SLC 12 1850 04)

MUNICIPAL FINANCIAL PROFILES

(Based on 2021 Financial Information Return)

Southwold Tp

Elgin Co

Date Prepared:

December 19, 2022

MSO Office:

Western

Prepared By:

Carole Sauvé

2021 FIR Load Status:

Submitted Under Review

Last Updated:

September 9, 2022

2021 Households:

1,760

2021 Population:

4,851

2022 MFCI Index: ⁻⁸

2.0

Median Household Income (2016) : ⁻⁴

83,942

2022 Annual Repayment Limit:

2,103,727

Borrowing Capacity 7% over 10 yrs:

14,775,698

STATISTICAL INFORMATION

	2017	2018	2019	2020	2021	2021 AVERAGES FOR:		21/20 %	20/19 %	19/18 %	18/17 %
						South - LT - Counties - Rural	PROVINCE				
Population ⁻³	4,421	4,421	4,421	4,421	4,851	6,875	39,953	9.7%	0.0%	0.0%	0.0%
Households ⁻³	1,655	1,655	1,655	1,655	1,760	3,510	16,050	6.3%	0.0%	0.0%	0.0%
Municipal Expenses ⁻⁷	\$ 6,084,332	\$ 6,423,734	\$ 8,337,141	\$ 7,651,552	\$ 8,851,573	\$ 11,391,376	\$ 131,792,447	15.7%	-8.2%	29.8%	5.6%
Own Source Revenues	\$ 6,092,792	\$ 7,417,620	\$ 6,621,274	\$ 7,795,058	\$ 10,243,740	\$ 10,825,286	\$ 106,725,270	31.4%	17.7%	-10.7%	21.7%
Own Source Revenue per Household	\$ 3,681	\$ 4,482	\$ 4,001	\$ 4,710	\$ 5,820	\$ 3,243	\$ 3,778	23.6%	17.7%	-10.7%	21.7%
Own Source Revenue as a % of Total Revenues (Less Donated TCAs)	63.9%	72.1%	53.8%	61.3%	79.9%	78.5%	73.5%	30.2%	14.1%	-25.5%	12.9%
Total Revenues	\$ 10,156,232	\$ 10,281,263	\$ 12,318,465	\$ 12,707,857	\$ 12,826,407	\$ 13,790,622	\$ 160,321,308	0.9%	3.2%	19.8%	1.2%
Annual Repayment Limit	\$ 1,199,527	\$ 1,393,545	\$ 1,557,805	\$ 1,882,152	\$ 1,593,112	\$ 2,728,376	\$ 19,525,041	-15.4%	20.8%	11.8%	16.2%
Own Purpose Taxation	\$ 2,549,433	\$ 3,063,385	\$ 3,127,062	\$ 4,594,701	\$ 4,130,769	\$ 6,918,545	\$ 61,986,235	-10.1%	46.9%	2.1%	20.2%
Direct Water Billings as % of Gross Water Expenditures	73.0%	66.9%	61.1%	71.0%	86.4%	73.5%	65.2%				
Taxable Res. Assessment as a % of Total Taxable Assessment	71.2%	69.8%	70.0%	70.3%	70.5%	80.9%	78.9%				

DISCOUNTED WEIGHTED ASSESSMENT ⁻¹ (Source: Financial Information Return)

	2017	2018	2019	2020	2021	2021 AVERAGES FOR:	
						South - LT - Counties - Rural	PROVINCE
Taxable	571,338,791	619,625,768	641,589,853	684,044,624	699,263,887	1,195,842,825	8,965,388,660
PIL	112,739,614	87,680,129	89,215,696	90,283,401	92,079,020	16,001,324	118,019,349
Total	684,078,405	707,305,897	730,805,549	774,328,025	791,342,907	1,211,844,149	9,083,408,009

MUNICIPAL FINANCIAL PROFILES																						
(Based on 2021 Financial Information Return)																						
Southwold Tp																						
Elgin Co																						
Date Prepared:	December 19, 2022			2021 FIR Load Status:	Submitted Under Review			2021 Households:	1,760			Median Household Income (2016) : ⁻⁴	83,942									
	MSO Office:				September 9, 2022				2021 Population:				2,103,727									
	Prepared By:								2022 MFCI Index: ⁻⁸				Borrowing Capacity 7% over 10 yrs:									

RESIDENTIAL TAXES

	2017	2018	2019	2020	2021	2021 AVERAGES FOR:		21/20 %	20/19 %	19/18 %	18/17 %
						South - LT - Counties - Rural	PROVINCE				
# of Residential Households	1,716	1,734	1,751	1,770	1,818	3,518	11,878	2.7%	1.1%	1.0%	1.0%
Avg Municipal Property Taxes Per Avg Residential Household	\$ 2,481	\$ 2,539	\$ 2,706	\$ 2,864	\$ 3,164	\$ 2,530	\$ 2,561	10.5%	5.9%	6.6%	2.4%
Avg Total Property Taxes per Avg Residential Household	\$ 2,893	\$ 2,944	\$ 3,102	\$ 3,260	\$ 3,589	\$ 2,924	\$ 2,951	10.1%	5.1%	5.3%	1.8%
Avg Total Property Taxes per Avg Residential Household as a % of Median Household Income (Tax Effort)	3.4%	3.5%	3.7%	3.9%	4.3%	4.1%	4.5%				
# of Residential Households Excluding Recreational Properties (Excl. RDUs)	1,713	1,731	1,748	1,768	1,816	2,873	11,414	2.7%	1.1%	1.0%	1.1%
Avg Municipal Property Taxes Per Avg Residential Household (Excl. RDUs)	\$ 2,483	\$ 2,541	\$ 2,708	\$ 2,865	\$ 3,165	\$ 2,512	\$ 2,540	10.5%	5.8%	6.6%	2.4%
Avg Total Property Taxes per Avg Residential Household (Excl. RDUs)	\$ 2,896	\$ 2,947	\$ 3,105	\$ 3,262	\$ 3,591	\$ 2,902	\$ 2,923	10.1%	5.1%	5.3%	1.8%
Avg Total Property Taxes per Avg Residential Household (Excl. RDUs) as a % of Median Household Income (Tax Effort)	3.5%	3.5%	3.7%	3.9%	4.3%	4.1%	4.4%				

RESIDENTIAL TAX RATES ⁻² (Source: Financial Information Return)

	2017	2018	2019	2020	2021	21/20 %	20/19 %	19/18 %	18/17 %
Lower / Single-Tier General Rate	0.0046350	0.0046350	0.0049419	0.0049768	0.0051429	3.3%	0.7%	6.6%	0.0%
Upper-Tier General Rate	0.0061185	0.0060119	0.0060573	0.0060740	0.0062494	2.9%	0.3%	0.8%	-1.7%
Education Rate	0.0017900	0.0017000	0.0016100	0.0015300	0.0015300	0.0%	-5.0%	-5.3%	-5.0%

TAXES RECEIVABLE

	2017	2018	2019	2020	2021	2021 AVERAGES FOR:		21/20 %	20/19 %	19/18 %	18/17 %
						South - LT - Counties - Rural	PROVINCE				
Total Taxes Receivable less Allowance for Uncollectibles	\$ 560,482	\$ 520,454	\$ 499,535	\$ 582,645	\$ 541,136	\$ 919,489	\$ 4,394,535	-7.1%	16.6%	-4.0%	-7.1%
Total Taxes Rec. less Allowance for Uncollectibles as % of Total Taxes Levied	7.8%	6.4%	6.0%	5.7%	5.5%	7.2%	8.0%				
Current Year Taxes Receivable as % of Total Taxes Receivable	66.9%	53.6%	47.4%	52.5%	39.4%	60.2%	57.9%				
Working & Contingency Reserves and Discretionary Reserve Funds as % of Current Yr Taxes Rec.	203.5%	382.2%	446.1%	345.1%	486.2%	374.3%	402.2%				
Previous and Prior Years Taxes Receivable as % of Total Taxes Receivable	22.3%	34.1%	39.7%	36.1%	46.2%	30.7%	31.9%				

GRANTS

	2017	2018	2019	2020	2021	2021 AVERAGES FOR:		21/20 %	20/19 %	19/18 %	18/17 %
						South - LT - Counties - Rural	PROVINCE				
Total Unconditional Grants	\$ 316,000	\$ 378,100	\$ 811,226	\$ 503,100	\$ 484,005	\$ 1,105,813	\$ 7,987,690	-3.8%	-38.0%	114.6%	19.7%
Ontario Municipal Partnership Fund	\$ 316,000	\$ 378,100	\$ 386,600	\$ 396,100	\$ 393,500	\$ 973,341	\$ 1,158,302	-0.7%	2.5%	2.2%	19.7%
As % of Municipal Expenses	5.2%	5.9%	4.6%	5.2%	4.4%	9.9%	9.4%				
Other	\$ -	\$ -	\$ 424,626	\$ 107,000	\$ 90,505	\$ 132,472	\$ 6,829,388	-15.4%	-74.8%	0.0%	0.0%
Total Ontario Conditional Grants	\$ 393,714	\$ 611,476	\$ 347,325	\$ 587,514	\$ 245,330	\$ 657,355	\$ 24,544,414	-58.2%	69.2%	-43.2%	55.3%
As a % of Municipal Expenses	6.5%	9.5%	4.2%	7.7%	2.8%	6.4%	10.9%				
Total Ontario Conditional and Unconditional Grants											
As a % of Municipal Expenses	11.7%	15.4%	13.9%	14.3%	8.2%	15.5%	24.7%				

COVID - 19

	2020	2021	TOTAL
COVID-19 Municipal Operating Funding Allocations - Actual			
- Phase 1 Allocation	\$ 107,000		
- Phase 2 Application Based Allocation	\$ -		
- Phase 2 2021 Allocation		\$ 22,000	
2021 Provincial COVID-19 Recovery Funding for Municipalities		\$ 68,455	
Total COVID-19 Municipal Operating Funding	\$ 107,000	\$ 90,455	\$ 197,455

	2020	2021	TOTAL	
COVID-19 Municipal Funding - Amounts Recognized				
Safe Restart Agreement - Municipal Operating Funding	\$ 107,000	\$ 90,505	\$ 197,505	
Provincial COVID-19 Recovery Funding for Municipalities		\$ -	\$ -	<i>* Note: Because a municipality has recognized all of their funding, does not necessarily mean that they have used all of their funding. Some may still be in a reserve / reserve fund.</i>
TOTAL COVID-19 MUNICIPAL OPERATING FUNDING RECOGNIZED	\$ 107,000	\$ 90,505	\$ 197,505	
		Funding not recognized:	-\$ 50	
Safe Restart Agreement - Public Transit Funding	\$ -	\$ -	\$ -	
Social Services Relief Fund (SSRF)	\$ -	\$ -	\$ -	

	2020	2021
Total COVID-19 Expenses as reported on SLC 42 6009 01	\$ 45,432	\$ -

TOTAL DEBT BURDEN

	2017	2018	2019	2020	2021	2021 AVERAGES FOR:		21/20 %	20/19 %	19/18 %	18/17 %
						South - LT - Counties - Rural	PROVINCE				
Total Debt Burden	\$ 1,157,230	\$ 2,030,223	\$ 2,872,735	\$ 2,795,253	\$ 1,990,437	\$ 3,641,479	\$ 65,971,353	-28.8%	-2.7%	41.5%	75.4%
Per Household	\$ 699	\$ 1,227	\$ 1,736	\$ 1,689	\$ 1,131	\$ 1,102	\$ 1,350	-33.0%	-2.7%	41.5%	75.4%
Debt Servicing Cost	\$ 109,036	\$ 82,322	\$ 146,862	\$ 78,122	\$ 1,170,141	\$ 441,097	\$ 6,964,140	1397.8%	-46.8%	78.4%	-24.5%

MUNICIPAL FINANCIAL PROFILES

(Based on 2021 Financial Information Return)

Southwold Tp
Elgin Co

Date Prepared:	December 19, 2022
MSO Office:	Western
Prepared By:	Carole Sauvé

2021 FIR Load Status:	Submitted Under Review
Last Updated:	September 9, 2022

2021 Households:	1,760
2021 Population:	4,851
2022 MFCL Index: ^{*8}	2.0

Median Household Income (2016) : ^{*4}	83,942
2022 Annual Repayment Limit:	2,103,727
Borrowing Capacity 7% over 10 yrs:	14,775,698

Per Household	\$ 66	\$ 50	\$ 89	\$ 47	\$ 665	\$ 131	\$ 180	1308.5%	-46.8%	78.4%	-24.5%
As a % of Municipal Expenses	1.8%	1.3%	1.8%	1.0%	13.2%	3.6%	3.8%				
As a % of Own Purpose Taxation	4.3%	2.7%	4.7%	1.7%	28.3%	6.5%	7.0%				
As a % of Own Source Revenue	1.8%	1.1%	2.2%	1.0%	11.4%	3.9%	4.3%				
As a % of Total Revenues (Less Donated TCAs)	1.1%	0.8%	1.2%	0.6%	9.1%	3.0%	3.2%				
Debt Service Coverage Ratio (Target: Ratio >= 2)	41	51	30	71	4	56	45				

LIABILITIES (Including Post-Employment Benefits)

	2017	2018	2019	2020	2021	2021 AVERAGES FOR:		21/20 %	20/19 %	19/18 %	18/17 %
						South - LT - Counties - Rural	PROVINCE				
Temp. Loans for Current Purposes as % of Municipal Expenses	0.0%	0.0%	0.0%	0.0%	0.0%	0.2%	0.1%				
Post-Employment Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 174,175	\$ 26,493,104	0.0%	0.0%	0.0%	0.0%
Total Reserves and Reserve Funds for Post-Employment Benefits	\$ -	\$ -	\$ 132,451	\$ 107,451	\$ 82,451	\$ 51,429	\$ 5,316,923	-23.3%	-18.9%	0.0%	0.0%

RESERVES AND RESERVE FUNDS

	2017	2018	2019	2020	2021	2021 AVERAGES FOR:		21/20 %	20/19 %	19/18 %	18/17 %
						South - LT - Counties - Rural	PROVINCE				
Total Reserves	\$ 11,548,677	\$ 13,144,895	\$ 13,882,806	\$ 14,320,872	\$ 8,142,014	\$ 6,672,095	\$ 36,919,198	-43.1%	3.2%	5.6%	13.8%
Total Discretionary Reserve Funds	\$ -	\$ -	\$ -	\$ -	\$ 8,104,501	\$ 3,969,557	\$ 46,623,807	0.0%	0.0%	0.0%	0.0%
Total Reserves and Discretionary Reserve Funds	\$ 11,548,677	\$ 13,144,895	\$ 13,882,806	\$ 14,320,872	\$ 16,246,515	\$ 10,641,652	\$ 83,543,004	13.4%	3.2%	5.6%	13.8%
Per Household	\$ 6,978	\$ 7,943	\$ 8,388	\$ 8,653	\$ 9,231	\$ 3,127	\$ 3,230	6.7%	3.2%	5.6%	13.8%
As a % of Total Taxes Receivable	2060.5%	2525.7%	2779.1%	2457.9%	3002.3%	1441.3%	1479.3%				
As a % of Municipal Expenses	189.8%	204.6%	166.5%	187.2%	183.5%	89.7%	76.4%				
As a % of Own Purpose Taxation	453.0%	429.1%	444.0%	311.7%	393.3%	150.4%	133.9%				

FINANCIAL ASSETS

	2017	2018	2019	2020	2021	2021 AVERAGES FOR:	
						South - LT - Counties - Rural	PROVINCE
Net Financial Assets or Net Debt as a % of Total Revenues (Less Donated TCAs)	93.8%	101.4%	73.5%	97.0%	95.1%	46.5%	44.7%
Net Financial Assets or Net Debt as % of Own Source Revenues	146.7%	140.6%	136.7%	158.1%	119.1%	59.1%	61.1%
Net Working Capital as a % of Municipal Expenses	96.8%	104.8%	85.8%	121.7%	152.2%	94.1%	79.8%
Net Book Value of Capital Assets as a % of Cost of Capital Assets	71.1%	71.8%	75.6%	70.0%	72.6%	53.8%	53.6%
Asset Sustainability Ratio (Target: > 90%)	211.4%	276.4%	197.8%	404.0%	125.8%	155.5%	171.4%
Closing Amortization Balance as a % of Total Cost of Capital Assets (Asset Consumption Ratio)	30.3%	30.6%	31.5%	30.5%	31.2%	47.6%	47.4%

MUNICIPAL FINANCIAL PROFILES

(Based on 2021 Financial Information Return)

Southwold Tp

Elgin Co

Date Prepared:	December 19, 2022
MSO Office:	Western
Prepared By:	Carole Sauvé

2021 FIR Load Status:	Submitted Under Review
Last Updated:	September 9, 2022

2021 Households:	1,760
2021 Population:	4,851
2022 MFCI Index: ^{*8}	2.0

Median Household Income (2016) : ^{*4}	83,942
2022 Annual Repayment Limit:	2,103,727
Borrowing Capacity 7% over 10 yrs:	14,775,698

SURPLUS / DEFICIT

						2021 AVERAGES FOR:					
						South - LT - Counties - Rural	PROVINCE				
	2017	2018	2019	2020	2021			21/20 %	20/19 %	19/18 %	18/17 %
Annual Surplus / (Deficit) (Less Donated TCAs)	\$ 2,463,217	\$ 2,849,568	\$ 2,994,240	\$ 3,987,040	\$ 2,726,638	\$ 1,917,619	\$ 21,832,916	-31.6%	33.2%	5.1%	15.7%
Annual Surplus / (Deficit) (Less Donated TCAs) Adjusted for Ontario Budget Reg. 284/09)	\$ 3,683,763	\$ 4,132,565	\$ 4,309,888	\$ 5,481,924	\$ 3,230,129	\$ 3,884,023	\$ 36,138,952	-41.1%	27.2%	4.3%	12.2%
Annual Surplus / (Deficit) (Less Donated TCAs) as a % of Own Source Revenues	40.4%	38.4%	45.2%	51.1%	26.6%	16.3%	19.3%				
Current Ratio (Target: >= 100%)	454.0%	818.2%	877.2%	898.6%	1003.9%	751.3%	688.7%				

OTHER INDICATORS

						2021 AVERAGES FOR:					
						South - LT - Counties - Rural	PROVINCE				
	2017	2018	2019	2020	2021						
Rates Coverage Ratio (Target: >=40%)	57.7%	78.6%	56.0%	73.9%	86.3%	81.0%	75.4%				
Cash Ratio (Total Cash and Cash Equivalents as a % of Current Liabilities)	2:1	5.22:1	3.33:1	4.82:1	5.97:1	5.91:1	5.4:1				
Operating Balance as a % of Total Revenues (Less Donated TCAs) ^{*5}	32.4%	27.7%	24.3%	31.4%	21.3%	13.5%	14.0%				
Cumulative Annual Growth Rate ^{*6}	8.9%	8.7%	4.8%	0.5%	-3.1%	1.0%	1.2%				
Interest Payments as a % of Total Revenues (Less Donated TCAs)	0.2%	0.1%	0.0%	0.0%	0.1%	0.7%	0.7%				

MUNICIPAL FINANCIAL PROFILES

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Median Household Income (2016) : ⁻⁴	83,942
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VULNERABILITY MEASURES

						2021 AVERAGES FOR:					
						South - LT - Counties - Rural	PROVINCE				
	2017	2018	2019	2020	2021						
Own Source Revenue as a % of Total Revenues (Less Donated TCAs)	63.9%	72.1%	53.8%	61.3%	79.9%	78.5%	73.5%	30.2%	14.1%	-25.5%	12.9%
Own Source Revenue per Household	\$ 3,681	\$ 4,482	\$ 4,001	\$ 4,710	\$ 5,820	\$ 3,243	\$ 3,778	23.6%	17.7%	-10.7%	21.7%
Avg Municipal Property Taxes Per Avg Residential Household	\$ 2,481	\$ 2,539	\$ 2,706	\$ 2,864	\$ 3,164	\$ 2,530	\$ 2,561	10.5%	5.9%	6.6%	2.4%
as a % of Median Household Income (Tax Effort)	3.4%	3.5%	3.7%	3.9%	4.3%	4.1%	4.5%				

SUPPLEMENTARY INDICATORS OF SUSTAINABILITY, FLEXIBILITY AND VULNERABILITY

The following is a summary, adapted from the Chartered Professional Accountants of Canada Statement of Recommended Practice (SORP) 4:

- A government (including a municipality) may choose to report supplementary information on financial condition, to expand on and help explain the government's financial statements.
- Supplementary assessment of a government's financial condition needs to consider, at a minimum, the elements of sustainability, flexibility and vulnerability.
- Vulnerability in this context may be seen as the degree to which a municipality is dependent on sources of funding outside its control or influence or is exposed to risks that could impair its ability to meet its existing financial obligations both in respect of its service commitments to the public and financial commitments to creditors, employees and others.
- Vulnerability is an important element of financial condition because it provides insights into a municipality's reliance on funding sources outside its direct control or influence and its exposure to risks. A municipality whose vulnerability is relatively low has greater control over its financial condition.
- For each element of financial condition, the report on indicators of financial condition should include municipality-specific indicators and municipality-related indicators. It may be useful to also include economy-wide information when discussing financial condition.

ADDITIONAL NOTES ON WHAT FINANCIAL MEASURES MAY INDICATE:

Own Source Revenue as a % of Total Revenues (Less TCAs)
Indicates the extent to which a municipality has a high proportion of revenues for its own sources, reducing its impact to a change in transfers from other levels of government.

Own Source Revenue per Household
Indicates the demand for resources and the municipality's ability and willingness to provide resources.

Average Municipal Property Taxes per Average Residential Household
Indicates the level of taxes on residential households for municipal purposes.

Average Municipal Property Taxes per Average Residential Household as a % of Average Household Income
Indicates the portion of a ratepayer's income used to pay municipal property taxes.

MUNICIPAL FINANCIAL PROFILES

(Based on 2021 Financial Information Return)

Southwold Tp

Elgin Co

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The data and information contained in this document is for informational purposes only. Any use of the data and information in this document should be done by qualified individuals.
This information is not intended to be used on its own and should be used in conjunction with other financial information and resources available.

NOTES

- 1* 2016 assessment use phase-in assessment based on 2012 property values. 2017 , 2018 , 2019 and 2020 assessment uses phase-in assessment based on 2016 property values.
- 2* Average tax rates are calculated where necessary when amalgamations occur.
- 3* Household and Population data are as reported by the municipality on Schedule 02 of the FIR.
- 4* Median Household Income - Source: Ministry of Finance - Statistics Canada's measure of median income for all private households in 2015.
- 5* Total Revenues include revenues from other municipalities.
- 6* The Cumulative Annual Growth Rate has been measured over a three year period. Infrastructure Ontario uses a five year period.
- 7* Total Municipal Expenses exclude amounts for other municipalities
- 8* MFCI index - Source: Ministry of Finance (2022 OMPF Calculation). This index is available for northern and rural municipalities only.

NUMBER OF MUNICIPALITIES IN COMPARISON GROUPS

	South - LT - Counties -Rural	Province
2017	148	444
2018	148	444
2019	148	444
2020	146	435
2021	113	365

MUNICIPAL FINANCIAL PROFILES

(Based on 2021 Financial Information Return)

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Elgin Co

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2022 Annual Repayment Limit:	2,103,727
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CALCULATIONS

STATISTICAL INFORMATION

Population ⁻³	SLC 02 0041 01
Households ⁻³	SLC 02 0040 01
Municipal Expenses ⁻⁷	SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07
Own Source Revenues	SLC 10 9910 01 - SLC 10 0699 01 - SLC 10 0899 01 - SLC 10 1098 01 - SLC 10 1099 01 - SLC 10 1811 01 - SLC 10 1812 01 - SLC 10 1813 01 - SLC 10 1814 01 - SLC 10 1830 01 - SLC 10 1831 01 - SLC 12 1850 04
Own Source Revenue per Household	Own Source Revenues / SLC 02 0040 01
Own Source Revenue as a % of Total Revenues (Less Donated TCAs)	Own Source Revenues / (SLC 10 9910 01 - SLC 10 1831 01)
Total Revenues	SLC 10 9910 01
Annual Repayment Limit	The annual repayment limit is calculated annually as per Ontario regulation 403/02. To view the full calculation of the annual repayment limit, please go to the FIR website. https://efis.fma.csc.gov.on.ca/fir/ViewARL.htm
Own Purpose Taxation	ARLs for all municipalities (except the City of Toronto) are posted here as they are made available.
Direct Water Billings as % of Gross Water Expenditures	SLC 10 0299 01
Taxable Res. Assessment as a % of Total Taxable Assessment	(SLC 12 0831 04 + SLC 12 0832 04) / (SLC 40 0831 11 + SLC 40 0832 11) SLC 26 0010 17 / SLC 26 9199 17

DISCOUNTED WEIGHTED ASSESSMENT ⁻¹ (Source: Financial Information Return)

Taxable	SLC 26 9199 17
PIL	SLC 26 9299 17
Total	SLC 26 9199 17 + SLC 26 9299 17

RESIDENTIAL TAXES

# of Residential Households	Residential CVA and corresponding household counts are provided by OPTA (excludes the City of Toronto). Residential assessment includes:
Avg Municipal Property Taxes Per Avg Residential Household	Single Family, 2 - 6 Units, Farm Residential and Recreational (where included). Note: does not include vacant land.
Avg Total Property Taxes per Avg Residential Household	
Avg Total Property Taxes per Avg Residential Household as a % of Median Household Income (Tax Effort)	If labeled (Excl. RDUs) Recreational units are excluded.
# of Residential Households Excluding Recreational Properties (Excl. RDUs)	An average household assessment is calculated by taking the sum of the CVA for these residential groups divided by the corresponding households.
Avg Municipal Property Taxes Per Avg Residential Household (Excl. RDUs)	
Avg Total Property Taxes per Avg Residential Household (Excl. RDUs)	An estimated tax rate for each tier (i.e. lower tier, upper tier and school) is applied to the average household assessment to calculate the averages taxes per household by tier.
Avg Total Property Taxes per Avg Residential Household (Excl. RDUs) as a % of Median Household Income (Tax Effort)	(the estimated tax rates are provided by OPTA).

M U N I C I P A L F I N A N C I A L P R O F I L E S											
(Based on 2021 Financial Information Return)											
Southwold Tp											
Elgin Co											
Date Prepared:		December 19, 2022	2021 FIR Load Status:		Submitted Under Review	2021 Households:		1,760	Median Household Income (2016) : ¹⁴	83,942	
MSO Office:		Western	Last Updated:		September 9, 2022	2021 Population:		4,851	2022 Annual Repayment Limit:		2,103,727
Prepared By:		Carole Sauvé				2022 MFCI Index: ¹⁸		2.0	Borrowing Capacity 7% over 10 yrs:		14,775,698

RESIDENTIAL TAX RATES ¹² (Source: Financial Information Return)

Lower / Single-Tier General Rate	SLC 22 0010 12 / SLC 22 0010 16
Upper-Tier General Rate	SLC 22 0010 13 / SLC 22 0010 16
Education Rate	SLC 22 0010 14 / SLC 22 0010 16

TAXES RECEIVABLE

Total Taxes Receivable less Allowance for Uncollectibles	SLC 70 0699 01
Total Taxes Rec. less Allowance for Uncollectibles as % of Total Taxes Levied	SLC 70 0699 01 / (SLC 26 9199 03 - SLC 72 2899 09)
Current Year Taxes Receivable as % of Total Taxes Receivable	SLC 70 0610 01 / (SLC 70 0690 01 + SLC 70 0699 01)
Working Fund Reserves & Contingency Funds as % of Current Yr Taxes Rec.	(SLC 60 5010 02 + SLC 60 5020 03) / SLC 70 0610 01
Previous and Prior Years Taxes Receivable as % of Total Taxes Receivable	(SLC 70 0620 01 + SLC 70 0630 01) / (SLC 70 0699 01 + SLC 70 0690 01)

GRANTS

Total Unconditional Grants	SLC 10 0699 01
Ontario Municipal Partnership Fund	SLC 10 0620 02
As % of Municipal Expenses	SLC 10 0620 01 / (SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07)
Other	SLC 10 0699 01 - SLC 10 0620 01
Total Ontario Conditional Grants	SLC 10 0810 01 + SLC 10 0815 01
As a % of Municipal Expenses	(SLC 10 0810 01 + SLC 10 0815 01) / (SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07)
Total Ontario Conditional and Unconditional Grants	
As a % of Municipal Expenses	(SLC 10 0699 01 + SLC 10 0810 01 + SLC 10 0815 01) / (SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07)

COVID - 19

COVID-19 Municipal Operating Funding Allocations - Actual	
- Phase 1 Allocation	Phase 1 Allocations - Actual
- Phase 2 Application Based Allocation	Phase 2 Application Based Allocations - Actual
- Phase 2 2021 Allocation	Phase 2 2021 Allocations - Actual
2021 Provincial COVID-19 Recovery Funding for Municipalities	2021 Provincial COVID-19 Recovery Funding for Municipalities Allocations - Actual
Total COVID-19 Municipal Operating Funding	Phase 1 Allocations + Phase 2 Application Based Allocations + Phase 2 2021 Allocations + 2021 Provincial COVID-19 Recovery Funding for Municipalities Allocations
COVID-19 Municipal Funding - Amounts Recognized	
Safe Restart Agreement - Municipal Operating Funding	SLC 10 0626 01
Provincial COVID-19 Recovery Funding for Municipalities	SLC 10 0629 01
TOTAL COVID-19 MUNICIPAL OPERATING FUNDING RECOGNIZED	SLC 10 0626 01 (FY20) + SLC 10 0626 01 (FY21) + SLC 10 0629 01 (FY21)
Funding not recognized:	Total COVID-19 Municipal Operating Funding - Total COVID-19 Municipal Operating Funding Recognized
Safe Restart Agreement - Public Transit Funding	SLC 10 0627 01
Social Services Relief Fund (SSRF)	SLC 10 0628 01
Total COVID-19 Expenses as reported on SLC 42 6009 01	SLC 42 6009 01

TOTAL DEBT BURDEN

Total Debt Burden	SLC 74 9910 01
Per Household	SLC 74 9910 01 / SLC 02 0040 01

MUNICIPAL FINANCIAL PROFILES

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Debt Servicing Cost	SLC 74 3099 01 + SLC 74 3099 02
Per Household	(SLC 74 3099 01 + SLC 74 3099 02) / SLC 02 0040 01
As a % of Municipal Expenses	(SLC 74 3099 01 + SLC 74 3099 02) / (SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07)
As a % of Own Purpose Taxation	(SLC 74 3099 01 + SLC 74 3099 02) / SLC 10 0299 01
As a % of Own Source Revenue	(SLC 74 3099 01 + SLC 74 3099 02) / (SLC 10 9910 01 - SLC 10 0699 01 - SLC 10 0899 01 - SLC 10 1098 01 - SLC 10 1099 01 - SLC 10 1811 01 - SLC 10 1812 01 - SLC 10 1813 01 - SLC 10 1814 01 - SLC 10 1830 01 - SLC 10 1831 01 - SLC 12 1850 04)
As a % of Total Revenues (Less Donated TCAs)	(SLC 74 3099 01 + SLC 74 3099 02) / (SLC 10 9910 01 - SLC 10 1831 01)
Debt Service Coverage Ratio (Target: Ratio >= 2)	(SLC 10 9910 01 - SLC 40 9910 11 + SLC 40 9910 02 + SLC 40 9910 16) / (SLC 74 3099 01 + SLC 74 3099 02)

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LIABILITIES (Including Post-Employment Benefits)

Temp. Loans for Current Purposes as % of Municipal Expenses	SLC 70 2010 01 / (SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07)
Post-Employment Benefits	SLC 70 2899 01
Total Reserves and Reserve Funds for Post-Employment Benefits	SLC 60 5060 02 + SLC 60 5060 03 + SLC 60 5070 02 + SLC 60 5070 03 + SLC 60 5080 02 + SLC 60 5080 03 + SLC 60 5090 02 + SLC 60 5090 03

RESERVES AND RESERVE FUNDS

Total Reserves	SLC 60 2099 03
Total Discretionary Reserve Funds	SLC 60 2099 02
Total Reserves and Discretionary Reserve Funds	SLC 60 2099 02 + SLC 60 2099 03
Per Household	(SLC 60 2099 02 + SLC 60 2099 03) / SLC 02 0040 01
As a % of Total Taxes Receivable	(SLC 60 2099 02 + SLC 60 2099 03) / (SLC 70 0699 01 + SLC 70 0690 01)
As a % of Municipal Expenses	(SLC 60 2099 02 + SLC 60 2099 03) / (SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07)
As a % of Own Purpose Taxation	(SLC 60 2099 02 + SLC 60 2099 03) / SLC 20 0299 01

FINANCIAL ASSETS

Net Financial Assets or Net Debt as a % of Total Revenues (Less Donated TCAs)	SLC 70 9945 01 / (SLC 10 9910 01 - SLC 10 1831 01)
Net Financial Assets or Net Debt as % of Own Source Revenues	SLC 70 9945 01 / (SLC 10 9910 01 - SLC 10 0699 01 - SLC 10 0899 01 - SLC 10 1098 01 - SLC 10 1099 01 - SLC 10 1811 01 - SLC 10 1812 01 - SLC 10 1813 01- SLC 10 1814 01 - SLC 10 1830 01 - SLC 10 1831 01 - SLC 12 1850 04)
Net Working Capital as a % of Municipal Expenses	(SLC 70 0299 02 + SLC 70 0499 01 + SLC 70 0699 01 + SLC 70 0830 01 + SLC 70 0835 01 + SLC 70 6250 01 + SLC 70 6260 01 + SLC 70 2010 01 + SLC 70 2299 01) / (SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07)
Net Book Value of Capital Assets as a % of Cost of Capital Assets	(SLC 70 6210 01 - SLC 51 2005 11 - SLC 51 2205 11) / (SLC 51 9910 06 - SLC 51 2005 11 - SLC 51 2205 11)
Asset Sustainability Ratio (Target: > 90%)	SLC 51 9910 03 / SLC 51 9910 08
Closing Amortization Balance as a % of Total Cost of Capital Assets (Asset Consumption Ratio)	SLC 51 9910 10 / SLC 51 9910 06

SURPLUS / DEFICIT

Annual Surplus / (Deficit) (Less Donated TCAs)	SLC 10 2099 01 - SLC 10 1831 01
Annual Surplus / (Deficit) (Less Donated TCAs) Adjusted for Ontario Budget Reg. 284/09)	SLC 10 2099 01 - SLC 10 1831 01 + SLC 40 9910 16 + (SLC 70 2799 01 (CY) - SLC 70 2799 01 (PY)) + (SLC 70 2899 01 (CY) - SLC 70 2899 01 (PY)) - SLC 74 3099 01 (CY = CURRENT YEAR, PY = PREVIOUS YEAR)
Annual Surplus / (Deficit) (Less Donated TCAs) as a % of Own Source Revenues	(SLC 10 2099 01 - SLC 10 1831 01) / (SLC 10 9910 01 - SLC 10 0699 01 - SLC 10 0899 01 - SLC 10 1098 01 - SLC 10 1099 01 - SLC 10 1811 01 - SLC 10 1812 01 - SLC 10 1813 01- SLC 10 1814 01 - SLC 10 1830 01 - SLC 10 1831 01 - SLC 12 1850 04)
Current Ratio (Target: >= 100%)	(SLC 70 9930 01 - SLC 70 0829 01 - SLC 70 0845 01 - SLC 70 0898 01) / (SLC 70 2099 01 + SLC 70 2299 01)

OTHER INDICATORS

Rates Coverage Ratio (Target: >=40%)	(SLC 10 0299 01 + SLC 10 1299 01 + SLC 10 1880 01 + SLC 10 1885 01) / SLC 40 9910 01
Cash Ratio (Total Cash and Cash Equivalents as a % of Current Liabilities)	SLC 70 0299 01 / (SLC 70 2099 01 + SLC 70 2299 01)
Operating Balance as a % of Total Revenues (Less Donated TCAs) ¹⁵	(SLC 10 9910 01 - SLC 40 9910 07) / (SLC 10 9910 01 - SLC 10 1831 01)
Cumulative Annual Growth Rate ¹⁶	((SLC 10 9910 01 (CY) / SLC 10 9910 01 (CY - 3) ^ (1/3) - 1) - ((SLC 40 9910 07 (CY) / SLC 40 9910 07 (CY -3) ^ (1/3) - 1)
Interest Payments as a % of Total Revenues (Less Donated TCAs)	SLC 74 2099 02 / (SLC 10 9910 01 - SLC 10 1831 01)



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: January 9, 2023

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

REPORT NO: CBO 2023-01

SUBJECT MATTER: Activity Report - December 2022

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		
Barrier/Bollards to protect playground and septic system	15000.00	Delivered to be installed spring 2023

Comments/Analysis Building:

See attached permit comparison report Schedule "A" CBO 2023-01 for comparison report November.

Comments/Analysis Parks: All washrooms have now been winterized, Fingal heritage park concrete pads have been completed and restoration is underway.

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"

				Township of Southwold			
				Permit Comparison Summary			
				Issued For Period January - December			
Current Year				Previous Year			
PERMIT CATEGORY	PERMIT COUNT	FEE	COST OF CONSTRUCTION	PERMIT CATEGORY	PERMIT COUNT	FEE	COST OF CONSTRUCTION
Accessory structures	37	10,291	1,852,400	Accessory structures	44	12,992	1,290,595
Agricultural	16	17,568	3,972,349	Agricultural	17	22,793	4,452,500
Change of Use		-	-	Change of Use	1	150	1
Commercial		-	-	Commercial		-	-
Demolition	9	1,350	95,500	Demolition	4	600	27,001
Heating		-	-	Heating		-	-
Industrial Building	2	192,198	16,016,458	Industrial Building	4	2,405,400	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	8	5,917	444,536
Plumbing	26	1,800	173,200	Plumbing	18	2,304	102,200
Pools	25	3,750	1,752,591	Pools	20	3,000	1,142,225
Residential Building	128	256,983	72,021,660	Residential Building	150	311,098	83,970,210
Sewage System	31	14,100	970,138	Sewage system	29	13,100	493,475
Signs	1	1,320	-	Signs	-	-	-
Combined Use		-	-	Combined Use	-	-	-
TOTAL	284	505,840	99,663,196	TOTAL	296	2,783,564	692,890,283

Current Year				Previous Year			
TOTAL PERMIT ISSUED		284			296		
TOTAL DWELLING UNITS CREATED		109			137		
TOTAL PERMIT VALUE		99,663,196			692,890,283		
TOTAL PERMIT FEE		505,840			2,783,564		
TOTAL INSPECTION COMPLETED(YTD)		2463			2842		

YTD (Dec 2021 Compared to Dec 2022)							
Current Year				Previous Year			
	PERMIT COUNT	FEE	COST OF CONSTRUCTION		PERMIT COUNT	FEE	COST OF CONSTRUCTION
Accessory structures		150		Accessory structures	1	150	1,500
Agricultural	1	387	80,860	Agricultural			
Change of Use				Change of Use			
Commercial				Commercial			
Demolition				Demolition			
Heating				Heating			
Industrial Building				Industrial Building			
institutional Building				institutional Building			
Miscellaneous				Miscellaneous			
Plumbing				Plumbing	4	600	25,500
Pools				Pools	1	150	124,000
Residential Building		2,425		Residential Building	54	16,501	23,010,541
Sewage System				Sewage System	3	2,400	50,000
Signs				Signs			
Combine Use				Combined Use			
TOTAL	1	2,962	80,860	TOTAL	63	19,801	23,211,541



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: January 9, 2023

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

REPORT NO: CBO 2023-02

SUBJECT MATTER: Year End Report

Recommendation:

None – For Council information

Purpose:

To provide information on the number of building permits that were issued and their values.

Background Information:

Below is the total number of permits issued, number of house permits, septic permits, and value of permits to date for the period of 2017-2022

NOTE: Permits issued for 2021 include a large industrial warehouse.

	2022	2021	2020	2019	2018	2017
Permits Issued	284	296	160	139	129	135
House Permits	109	137	34	19	40	41
Septic Permits	31	30	18	15	28	16
Fees Collected	\$505,840	\$2,783,565	\$241,956	\$101,245	\$81,438	\$97,708
Value	\$99,663,196	\$708,748,022	\$35,421,669	\$18,852,235	\$19,692, 676	\$24,187,600

As the chart above indicates, 2022 new home permits stayed relatively similar to 2021. In total Southwold had 284 permits submitted and 2463 inspections completed. In 2022 Amazon plant was mostly completed and it is anticipated occupancy and completion for spring 2023.

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"



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: January 9, 2023

PREPARED BY: Jeff Carswell, CAO/Clerk

REPORT NO: CAO 2023-01

SUBJECT MATTER: Building Services to West Elgin

Recommendation:

1. That Council pass draft By-law 2023-04 to provide Building Services to the Municipality of West Elgin.

Purpose:

To recommend providing building services to West Elgin.

Background:

As previously reported to Council, the Municipality of West Elgin has expressed interest in obtaining Building Services from the Township of Southwold. Staff have had further discussions with representatives from West Elgin and have prepared an agreement that reflects direction provided to staff.

Comments/Analysis:

Listed under by-laws is draft By-law 2023-04. This by-law includes an agreement that sets out the services to be provided and the terms to do so. The agreement is similar in form to the existing Fire Services agreement between West Elgin and Southwold; however, this agreement is structured for service provision more so than service sharing to better reflect this situation. The agreement provides for more than full cost recovery for the service provided, has clear provisions for the services being provided, reasonable provisions for either party to exit the agreement and protections to the Township should something happen with Township Building Department staff, impairing our ability to provide service.

As this is a new venture for the Township, there are provisions for regular review and the ability to make amendments to the agreement, subject to mutual approval.

The agreement has been reviewed by the Township Chief Building Official and the CAO/Treasurer from West Elgin.

Financial Implications:

None.

Strategic Plan Goals:

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

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Respectfully Submitted by:
Jeff Carswell, CAO/Clerk
"Submitted electronically"



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: January 9, 2023

PREPARED BY: Jeff Carswell, CAO/Clerk

REPORT NO: CAO 2023-02

SUBJECT MATTER: Elgin Area Water Supply System Board Appointments

Recommendation:

1. That Council endorse the following appointments to the Elgin Area Water Supply System Board:

Ken Loveland from Dutton Dunwich as the voting member for 2023 with Norman Watson and John Adzija as the alternate members;

Norman Watson from Central Elgin as the voting member for 2024 with Ken Loveland and John Adzija as the alternate members;

John Adzija from Southwold as the voting member for 2025 with Ken Loveland and Norman Watson as the alternate members;

Purpose:

To endorse the appointments to the Elgin Area Water Supply System Board.

Background:

Following is information from Andrew Henry, Director Regional Water, Lake Huron & Elgin Area Water Supply Systems:

"ACTING JOINTLY, the municipalities of Central Elgin, Southwold and Dutton Dunwich collectively are entitled to appoint one (1) Member and two (2) Alternate Members to the Elgin Board pursuant to the Board's Bylaw 1.3 Member Appointments. While the Member and two Alternates Members may participate in Board meetings, an Alternate Member(s) of the Elgin Board may only vote in the absence of the Member. The appointments are at the sole discretion of the municipalities, acting jointly, and serve until the municipalities collectively alter the appointment or appoints a different Member or Alternate Members. In addition, Central Elgin, Southwold and Dutton Dunwich may collectively determine any rotations of appointments between the Member and Alternate Members as you collectively see fit. Arrangements related to the rotation of Member and Alternate

Members must be clearly articulated to the Elgin Area Water System for appropriate governance management.

The Central Elgin, Southwold and Dutton Dunwich, acting jointly, may appoint any person as a Member and/or Alternate Members that they deem appropriate. We ask all benefiting municipalities when determining appointments that they consider potential conflicts of interest, especially in the case of municipal staff or members of the public who may have an operational liaison or beneficial relationship with the water system."

The member position rotates each year as follows:

- 2022 Township of Southwold
- 2023 Municipality of Dutton Dunwich
- 2024 Municipality of Central Elgin
- 2025 Township of Southwold
- And so on.

Comments/Analysis:

Councillor John Adzija has been appointed by the Township of Southwold, but all appointments need to be endorsed by all municipalities. Now that all municipalities have selected a representative, it would be appropriate to pass a resolution endorsing the appointments and advising the Elgin Area Water Supply System Board.

Financial Implications:

None.

Strategic Plan Goals:

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

- ☐ Promoting residential, agricultural, commercial, and industrial development by ensuring policies and services are in place to support growth in The Township of Southwold.
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☒ Promoting public engagement, transparent government, and strong communications with all members of the community across various mediums for the strengthening of civic participation.

Respectfully Submitted by:
Jeff Carswell, CAO/Clerk
"Submitted electronically"



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: January 9, 2023

PREPARED BY: Jeff Carswell, CAO/Clerk

REPORT NO: CAO 2023-03

SUBJECT MATTER: Activity Report for CAO/Clerk December 2022

Recommendation(s):

None – For Council Information.

Purpose:

To update Council on the CAO/Clerk Activities for December 2022.

Background:

Meetings/Events:

- All Staff meetings (Dec 14) & Management Group Meetings (Dec 7 & 21)
- SDWA Standard of Care Training
- Update on Amazon Fulfillment Centre
- Elgin Road Maintenance Agreement – Internal Review
- CUPE Negotiations (Dec 13)
- Various Development Proposal meetings
- West Elgin Building Services Meetings
- Joint Municipal Emergency Exercise and Program Review – Dec 14
- VOIP Phone and General IT Review with Dan Balint – Dec 14
- Staff Christmas Lunch – Dec 15
- Organics Program Review – Dec 15
- Fire Coordinator Interviews (Dec 8, 12, 15)
- Capital Projects Reviews
- Office Closed over Christmas Holiday

Council / Post Election – Following the election, staff focussed on several matters related to the new Council. Planning for Council orientation and the inaugural Council meeting have taken place. New Council email has been setup, some computers have been deployed. Still waiting for delivery from Dell for the remaining computers.

Delegation By-law Update – with changes to Council, the signing authorities need to be updated. Previously the signing authority by-law was a standalone document, but after reviewing it for the required updates, it was determined it would be better to incorporate it into the Delegation By-law. Draft By-law 2023-05 listed under by-laws makes this change and incorporates a few other items related to banking matters. Also, based on current practice and preference, comments on consents are still provided by Council, so Item 10 in Schedule “B” should be deleted.

Public Works - CUPE – Negotiations are ongoing.

2023 Budget and Projects – Staff are working on the 2023 budget and developing projects planned for 2023

2022 Capital Project Progress:

Project	Budget	Status/Comments
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 have been obtained – reviewing with IT Support
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

Financial Implications:

None.

Strategic Plan Goals:

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

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Respectfully Submitted by:
Jeff Carswell, CAO/Clerk
"Submitted electronically"



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2023-01

Being a By-Law to authorize borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2023

WHEREAS the Municipal Act, 2001 S.O. 2001, Chapter 25, s.407, provides authority for a council by-law to authorize temporary borrowing, until taxes are collected, and until other revenues are received, to meet the current expenditures of the municipality for the year,

AND WHEREAS the total amount which may be borrowed from all sources at any one time to meet the current expenditures of the municipality, except with the approval of the Ontario Municipal Board, is limited by Section 407 of the Municipal Act, 2001.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD ENACTS AS FOLLOWS:

Borrowing Authority

1. The head of Council and the Treasurer are hereby authorized to borrow from time to time by way of promissory note or bankers' acceptance during the year 2023 (hereinafter referred to as the current year) such sums as may be necessary to meet, until the taxes are collected, and until other revenues are received, the current expenditures of the municipality and the other amounts that are set out in section 407 of the Municipal Act, 2001.

Instruments

2. A promissory note or bankers' acceptance made under Section 1 shall be signed by the head of Council or such other person as is authorized by by-law to sign it and by the Treasurer.

Lenders

3. The lenders from whom amounts may be borrowed under authority of this by-law shall be the Canadian Imperial Bank of Canada and such other lender(s) and reserve funds of the municipality as may be determined from time to time by resolution of the Council.

Limit on Borrowing

4. The total amount which may be borrowed at any one time under this by-law, together with the total of any similar borrowings that have not been repaid, shall not exceed, from January 1st until September 30th of the current year, 50 percent of the estimated revenues of the municipality as set forth in the estimates adopted for that year. Such borrowing shall not exceed, from October 1st until December 31st of the current year, 25 percent of the said estimated revenues of the municipality as set forth in the estimates adopted for that year. For purposes of this by-law, the estimated revenues of the municipality shall not include revenues derivable or derived from
 - a. borrowings or issues of debentures, or
 - b. a surplus, including arrears of levies, or
 - c. a transfer from the capital fund, reserve funds or reserves.

Borrowing Documents Required

5. The Treasurer shall, at the time when any amount is borrowed under this by-law, ensure that the lender is or has been furnished with a certified copy of this by-law, a certified copy of the resolution mentioned in Section 3 determining the lender if applicable and a copy of the estimates of the corporation adopted for the current year and also showing the total of any other amounts borrowed from any and all sources under authority of Section 407 of the Municipal Act, 2001 that have not been repaid.

When Estimates Not Adopted

6. If the estimates for the current year have not been adopted at the time an amount is borrowed under this by-law.

- a. the limitation on total borrowing shall be calculated for the time being upon the estimated revenues of the municipality as set forth in the estimated adopted for the previous year, and
- b. the copy furnished under Section 5 shall show the nature and amount of the estimated revenues of the municipality as set forth in the estimates adopted for the previous year.

Charge on Revenues

7. All or any sums borrowed under this by-law shall, with interest thereon, be a charge upon the whole of the revenues of the municipality for the current year and for any preceding years as and when such revenues are received but such charge does not defeat or affect and is subject to any prior charge then subsisting in favour of any other lender.

Directive to Treasurer

8. The Treasurer is hereby authorized and directed to apply in payment of all or any sums borrowed under this by-law, together with interest thereon, all or any of the money hereafter collected or received, either on account of or realized in respect of the taxes levied for the current year and preceding years or from any other source, which may lawfully be applied for such purpose.

Effective Date

9. This by-law shall come into full force and effect upon date of passing.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND
FINALLY PASSED THIS 9TH DAY OF JANUARY, 2023.**

Mayor
Grant Jones

CAO/Clerk
Jeff Carswell



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2023-02

Being a By-law to provide for an interim tax levy, to provide for the payment of taxes and to provide for penalty and interest of 1.25 percent.

WHEREAS section 317 (1) of the Municipal Act 2001, S.O. 2001, c.25, provides that the council of a municipality, before the adoption of the estimates for the year under Section 290, may pass a by-law levying amounts on the assessment of property in the local municipality ratable for local municipal purposes;

AND WHEREAS Section 317(3) of the Municipal Act 2001, S.O. 2001, c.25, requires that the amounts to be levied under section 317(1) of the Municipal Act are subject to certain restrictions.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD ENACTS AS FOLLOWS:

1. An interim tax amount of 50% of the total amount of taxes for municipal and school purposes levied on the property for the previous year is hereby imposed and levied on the whole of the real property in the residential class, farm class, managed forest class, pipeline class, commercial occupied class, commercial vacant class, industrial occupied class, industrial vacant class, large industrial occupied class, large industrial vacant class and landfill class according to the last revised assessment roll.
2. The said interim tax levy shall become due and payable in two installments; 50 percent of the interim levy shall become due and payable on the 31st day of March 2023, the balance of the interim levy shall become due and payable on the 31st day of May 2023.
3. On all taxes of the interim levy, which are in default on the first day following the due date a penalty of one and one-quarter percent shall be added and thereafter a penalty of 1.25 percent per month will be added on the first day of each and every month the default continues, until December 31, 2023.

4. On all taxes in default on December 31, 2023, interest will be added at the rate of one and one-quarter percent per month thereafter for each month or fraction thereof of default.
5. Penalties and interest added on all taxes in default shall become due and payable and shall be collected forthwith as if the same had originally been imposed and formed part of such unpaid taxes.
6. The collector may mail or cause the same to be mailed to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable.
7. That taxes are payable at the Township of Southwold Municipal Office, Fingal, Ontario or at most financial institutions through ABM or by telephone or internet banking or by pre-authorized payment plan.
8. That this by-law shall come into full force and effect upon the final passage thereof and shall be considered retro-active to January 1, 2023.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND
FINALLY PASSED THIS 9TH DAY OF JANUARY, 2023.**

Mayor
Grant Jones

CAO/Clerk
Jeff Carswell



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2023-03

Being a By-Law to authorize the execution of an agreement between GFL Environmental Inc. and the Corporation of the Township of Southwold for waste collection services.

WHEREAS Section 8 (1) of the Ontario Municipal Act, S.O., 2001, c.25 states that the powers of a municipality shall be interpreted so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS Section 9 states that a municipality has the capability, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS a lower-tier municipality may pass by-laws, subject to the rules set out in subsection 4, respecting matters within the spheres of jurisdiction of waste management;

AND WHEREAS it is the desire of the Corporation of the Township of Southwold to authorize an agreement with GFL Environmental Inc. for waste collection services.

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 Waste Collection Services 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 9TH DAY OF JANUARY, 2023.

Mayor
Grant Jones

CAO/Clerk
Jeff Carswell

FORM OF AGREEMENT

THIS AGREEMENT made on the _____ day of _____ 20_____.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD
hereinafter called "the Township"

OF THE FIRST PART

– and –

GFL ENVIRONMENTAL INC.

hereinafter called "the Contractor"

OF THE SECOND PART

WHEREAS the Township has awarded to the Contractor the contract for

RFP # 2022-029 Waste Collection Services

and such contract to be performed in accordance with all the contract documents and as set out in the Contractor's Proposal .

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Township and the Contractor, in consideration of the fulfillment of their respective promises and obligations herein set forth, covenant and agree each with the other as follows:

1. A general description of the work is:

To collect garbage weekly and biweekly, with the ability to adjust the agreement in the future for other service provisions, including but not limited to organic curbside collection.

2. The Contractor shall, except as otherwise specifically provided, at his own expense provide all and every kind of labour, equipment, tools, supplies and other means necessary for the due execution and completion of all the work set out in this Contract and shall forthwith according to the instructions of the Contract Administrator commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the Township as specified in the Proposal.

3. The Contractor hereby agrees to complete such works in strict accordance with any and all RFP documentation as applicable, including those specified in Item 4 of this agreement as they have been identified, acknowledged and accepted in the signing of this Agreement and which form part of the present agreement as fully and completely to all intents and purposes as through all the stipulations thereof have been embodied herein

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4. In case of any inconsistency or conflict between the provisions of this Agreement and the RFP, Proposal, or any other document or writing, the provisions of such document shall take precedence and govern in the following order, namely:

1. Agreement
2. Addenda
3. Specific Provisions
4. Scope of Work
5. Standard Conditions
6. Information for Bidders
7. Declarations
8. Schedule of Prices
9. Agreement to bond
10. Insurance certificate(s) and WSIB Certificate

A copy of each of the Request for Proposal, the Addenda 1 to 4 inclusive is hereto annexed and made part of this contract as fully to all intents and purposes as through recited herein.

5. The Contractor has provided a Performance Bond in the amount of \$51,163.45 from a Surety Company authorized to carry out business in the Province of Ontario and approved the Township. The Performance Bond guarantees the full and faithful performance and all obligations of the Contractor and services to be provided by the Contractor under this Agreement including, without limitation, the Contractor's indemnification obligations. The Contractor's Performance Bond shall be maintained in full force at the Contractor's expense during the term of this Agreement and shall be in a form satisfactory to the Township's Representative. In the event of a drawing or reduction of the Performance Bond in furtherance of the Contractor's obligations hereunder, the Contractor shall restore the full value of the Performance Bond required by this item within 10 working days of being notified by the Township's Representative.
6. The Contractor shall protect, indemnify, defend and hold harmless the Township, its members of Council, officers, employees and agents and each of them from and against any order, directive, decree, award or requirement of any governmental department, ministry or authority exercising its regulatory powers in connection with environmental or other matters over the Property or against the Township and/or all claims, actions, causes of action, demands, damages, costs, expenses (including reasonable legal fees and disbursements), liabilities, losses, other proceedings, penalties, assessments and charges arising directly or indirectly out of or incidental to any act or omission by the Contractor, its agents, officers or employees in the performance or conduct of the services under this Agreement.

7. The Contractor shall comply with all applicable federal, provincial and municipal laws, by-laws and regulations in connection with the provision of the services hereunder and shall, without limitation, obtain at its expense all licences and permits so required. Forthwith upon the execution of this Agreement and from time to time as requested by the Township's Representative, the Contractor shall provide the Township with a certificate of good standing or equivalent from the Workplace Safety Insurance Board in connection with all persons providing services in furtherance of this Agreement.
8. No implied Contract of any kind whatsoever by or on behalf of the Township shall arise or be implied from anything in this Contract contained, nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Township shall be the only covenants and agreements upon which any rights against the Township may be founded.
9. This contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them. The Contractor shall not assign or transfer any interest in this Agreement or the carrying out of any activities outlined in this Agreement, without beforehand having received written consent from the Township. This includes the temporary use of Sub-contractors.
10. The Township agrees to pay the Contractor, in lawful money of Canada in accordance with the following pricing tables:

Service Provision Combination #1

	Est. Number of Stops	Number of Collections	Cost Per Stop	Total Annual Cost
Single Family BI-weekly Curbside Garbage Collection Rural stops	1210	26	\$4.34	\$136,536.40
Single Family weekly Curbside Garbage Collection Subdivision	615	52	\$2.13	\$68,117.40

The Township reserves the right to increase or change levels of service at any time throughout the duration of the contract. The rates provided in the Financial proposal shall be used to determine the cost of service(s) for any changes made during the first year. Any subsequent rated changes shall be subject to the Consumer Price Index (CPI) calculation as specified in section 3, item 4.2 of the RFP.

11. The parties hereto consent and agree to the use of electronic signatures pursuant to the Electronic Commerce Act 2000, S.O. 2000, C. 17 as amended from time to time with respect to this Agreement and any other documents respecting this Agreement.

The date of commencement of the Contract will be July 1, 2023 and it shall terminate on June 30th, 2030 with the right of renewal by the Township and at the Township's sole discretion for up to two (2) one (1) year periods immediately thereafter.

All written communications between the parties are deemed to have been received by the addressee if sent to:

Director of Infrastructure and Developments Services, Township of Southwold, 35663 Fingal Line, Fingal, Ontario, N0L 1K0.

Should the Contractor terminate this Contract for any reason the Township reserves the right to suspend the Contractor from bidding on other Township Contracts for a period of up to five (5) years.

This Agreement along with the Contract Documents constitutes the Contract between the parties, and it shall be to their benefit and be binding upon them, their successors, executors, and administrators.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

SIGNED, SEALED AND DELIVERED

in the presence of



Signature of Witness

LES THOMPSON

Name: (print)

2700 DEZIEL DR., WINDSOR ON
Address: NBW 5H8

519 944 8009
Phone Number:



GFL Environmental Inc. L. CIURO

**THE CORPORATION OF THE
TOWNSHIP OF SOUTHWOLD**

Mayor

CAO/Clerk



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2023-04

Being a By-law to authorize entering an agreement for the provision of Building Code Act Administration and Enforcement Services to the Municipality of West Elgin

WHEREAS Section 20 of the Municipal Act, 2001, R.S.O. 2001, as amended, authorizes a municipality to enter into agreements;

AND WHEREAS the Corporation of the Township of Southwold wishes to provide services to the Municipality of West Elgin for the Administration and Enforcement of the Building Code Act;

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

1. THAT Schedule "A" attached hereto and forming part of this By-law, being an agreement for the provision of Building Act Administration and Enforcement Services with the Municipality of West Elgin be approved and the Mayor and Clerk be authorized to sign on behalf of the Township.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND FINALLY PASSED THIS 9TH DAY OF JANUARY, 2023.

Mayor
Grant Jones

CAO/Clerk
Jeff Carswell

Township of Southwold



Municipality of West Elgin



Building Services Agreement

This agreement made this 12th day of January, 2023.

Between:

The Corporation of the Township of Southwold

(Hereinafter referred to as "Southwold")
Of the First Part

- and -

The Corporation of the Municipality of West Elgin

(Hereinafter referred to as "West Elgin")
Of the Second Part

Whereas Section 3(3) of the Building Code Act (the "Act"), authorizes municipalities to enter into agreements for the joint enforcement of the Act; the sharing of costs of enforcement and the appointment of a Chief Building Official and Inspectors;

And Whereas the West Elgin wishes to obtain Building Code Act services from the Southwold Building Services Department;

And Whereas the Southwold is willing to provide Building Services to West Elgin, as set out in this agreement;

Now Therefore the parties hereto mutually agree as follows:

General

1. Southwold will provide the services of the Southwold Building Services Department to West Elgin for the administration and enforcement of the Ontario Building Code Act and Building Code.

2. The employees providing Building Services to the Municipality of West Elgin shall be employees of the Southwold and shall be subject to the employment policies and procedures, as adopted and implemented, by Southwold.
3. While providing service to West Elgin, Southwold Building Services Department shall comply with West Elgin operating policies and procedures. The West Elgin CAO/Treasurer shall be immediate supervisor for operational matters in West Elgin. Operational matters do not include employment terms, human resources, or disciplinary matters. Any concerns or issues from West Elgin about Southwold Building Services employment matters shall be directed to the Southwold CAO.
4. The Southwold Building Services Department Chief Building Official and Deputy Chief Building Official shall be appointed Municipality of West Elgin.
5. The Chief Building Official, Southwold CAO and West Elgin CAO shall be authorized to determine administrative and scheduling details to implement this agreement.

Service Provision and Costs

6. The parties agree that the Southwold Building Services Department shall provide all necessary resources for the administration and enforcement of the Building Code Act, Building Code and related building services for West Elgin. Services include, but are not limited to:
 - a) General Building inquiries and advice,
 - b) Building Pre-consultation activities,
 - c) Building Plans Review,
 - d) Building Permit Issuance,
 - e) Building Inspections,
 - f) Building Code Enforcement,
 - g) Building Reporting and Statistics,
 - h) Advice and recommendations on Building Services,
 - i) Building comments on Planning and Development Applications,
 - j) Reporting to West Elgin Council as required,
 - k) Other typical and customary municipal building department services and activities.

7. Southwold shall invoice West Elgin on a monthly basis for Building Services provided.
8. The monthly fee shall be \$7,287.00. Partial months shall be prorated based on the number of working days in the month.
9. The fee set out in Section 8 shall be for the year 2023. The monthly cost shall be adjusted on January 1 of each subsequent year in accordance with the Statistics Canada, Consumer Price Index – Ontario – All Goods for the 12 months ending September 30 each year.
10. The monthly fee includes all labour, services and equipment utilized by Southwold to fulfill the requirements of this agreement.
11. This agreement is based on Building Services activity levels for West Elgin being similar to 2022 levels. A significant deviation in building activity may require review in accordance with Section 21.
12. The reporting location for Building Services Department Staff when attending West Elgin shall be 22413 Hoskins Line, Rodney ON NOL 2C0.
13. West Elgin shall provide appropriate workspace for Building Services Department staff when working from West Elgin, in accordance with West Elgin approved service levels and budget allocations.
14. It is understood that service provision to West Elgin will include remote, off-site work. Physical attendance by Southwold Building Services staff to West Elgin shall be as required to fulfill the requirements of this agreement.
15. West Elgin will maintain and provide appropriate access to the online “Cloud Permit” Building Permit system to Southwold Building Services Department staff.
16. Southwold will provide computer and communication equipment that can be utilized for both municipalities. Any service subscriptions and software requirements that are exclusive to one municipality, are the responsibility of that municipality.
17. Any additional and third-party costs associated with proceedings under Section 36 or 38 of the Building Code Act shall be the responsibility of West Elgin. West Elgin shall be solely entitled to any awards or costs in favour of West Elgin in such proceedings.

Ongoing Review

18. The Chief Building Official, West Elgin CAO and Southwold CAO shall meet quarterly to review operation of this agreement. The CAO's are authorized to make administrative and minor operational adjustments for efficient implementation of this agreement.
19. On an annual basis, the CAO of each municipality shall report to their respective Council on the operation of this agreement.

Agreement Term

20. This agreement shall commence on January 16, 2023 and shall continue until amended or terminated in accordance with the provisions set out in this agreement.

Agreement Amendment

21. This agreement may be amended at any time, subject to agreement by all parties. Any amendment shall be in writing and approved by the respective municipal Councils.

Agreement Termination

22. Either party may terminate this agreement by providing written notice to the other party.
23. Termination of the agreement will take place 3 months after notification has been provided in writing and acknowledged by the other party, or at another date, mutually agreed upon, in writing, by the parties.

Building Department Staff - Resignation, Termination, Illness - Inability to Provide Service

24. Should the Southwold Building Services Department be unable to fulfill the responsibilities and requirements set out in this agreement, Southwold shall:
 - a) immediately notify West Elgin,
 - b) work collaboratively with West Elgin to maintain the provision of Building Services in the short-term, until Building Services are restored, or another course of action is determined.
25. Notwithstanding Section 22, either party may immediately terminate this agreement if the Southwold Chief Building Official and Deputy Chief Building Official are unable to fulfill the responsibilities and requirements set out in this agreement.

26. Southwold shall not be held liable for failure to provide service under this agreement should the Southwold Building Department be unable to fulfill the responsibilities and requirements contained in this agreement.

Notice

27. Where required under this agreement, notice shall be provided as follows:

Township of Southwold
Attn: CAO/Clerk
35663 Fingal Line
Fingal ON N0L 1K0
cao@southwold.ca

Municipality of West Elgin
Attn: CAO/Treasurer
22413 Hoskins Line
Rodney ON N0L 2C0
treasurer@westelgin.net

28. Notice by Email Communication constitutes written notice under this agreement.

Severability

29. The parties agree that if any provision, clause, article or attachment herein, or part thereof, which form part of the agreement, are deemed void, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, clauses, articles, attachments or parts thereof, shall be and remain in full force and effect.

Governing Law

30. Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Insurance and Liability

31. Southwold and West Elgin agree that they will each maintain insurance policies with the following provisions for the duration of this agreement:
- a) A Broad Form Property Policy insuring against loss or damage to any kind of owned, rented or leased equipment or property that is being used or could be used to provide Building Services pursuant to this agreement in an amount not less than the full replacement cost.

- b) A General Liability Policy insuring against injury or damage to persons or property, underwritten by an insurer licensed to conduct business in the Province of Ontario with a limit of not less than \$5,000,000. The policy shall be endorsed to include each party to the agreement as an additional insured with respect to the Building Services Shared Service Agreement. The policy shall further be endorsed to include cross-liability, contractual liability and personal injury.

Mutual Indemnification

- 32. Southwold covenants and agrees that it shall indemnify, defend and save harmless West Elgin from any liability, cost, demands, damages, expenses, claims and suits arising out of or in any way related to the obligations of Southwold to carry out the work or otherwise meet the obligations provided for in this Agreement, including the failure to perform such work adequately or at all, except to the extent that same is caused by the negligence or willful misconduct of West Elgin. This indemnity shall survive the early termination or expiry of this Agreement.
- 33. West Elgin covenants and agrees that it shall indemnify, defend and save harmless the Southwold from any liability, cost, demands, damages, expenses, claims and suits arising out of or in any way related to the obligations of the West Elgin to carry out the work or otherwise meet the obligations provided for in this Agreement, including the failure to perform such work adequately or at all, except to the extent that same is caused by the negligence or willful misconduct of the Southwold. This indemnity shall survive the early termination or expiry of this Agreement.

Counterpart Signing

- 34. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

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

The Corporation of the Township of Southwold

Mayor

Clerk

The Corporation of the Municipality of West Elgin

Mayor

Deputy Clerk



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2023-05

Being a By-law to amend By-law 2021-33, The Delegation of Authority By-law

WHEREAS Section 23.1 of the Municipal Act, 2001, S.O. 2001, c.25 authorizes a municipality to delegate its powers and duties to a person or body, subject to certain restrictions;

AND WHEREAS the Council of the Township of Southwold has passed By-law No. 2021-33 to delegate its powers and duties;

AND WHEREAS the Council of the Township of Southwold desires to make amendments to the Delegation of Authority By-law;

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

1. THAT By-law No. 2021-33, Schedule "A", be amended by adding the following:

#	Delegation	Delegate(s)	Legislative Authority	Conditions/Restrictions
26	Signing Authority for Cheques	Mayor or Deputy Mayor and Treasurer or Deputy Treasurer or CAO/Clerk	Municipal Act	Includes signing by mechanical stamp.
27	Funds transfer between banking and investment accounts	Treasurer or Deputy Treasurer	Municipal Act	

#	Delegation	Delegate(s)	Legislative Authority	Conditions/Restrictions
28	Debentures authorized by Council and any similar financial instruments	Treasurer or Deputy Treasurer	Municipal Act	
29	Agreements and other Documents required for ancillary treasury services provided by Financial Institutions for the operation of investment portfolios.	Treasurer or Deputy Treasurer	Municipal Act	

2. That By-law No. 2021-33, Schedule "B", be amended by deleting Item #10 "Severance (Consent) and Validation of Certificate Applications – Comments and Clearances to the County of Elgin"
3. THAT By-law 2019-43 be repealed.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND FINALLY PASSED THIS 9TH DAY OF JANUARY, 2023.

Mayor
Grant Jones

CAO/Clerk

Jeff Carswell

Borrowing By-law of the Corporation of the Township **of** Southwold

By-law Number 2023-06

A by-law to raise money to aid in the construction of drainage works under the *Tile Drainage Act*.

The council, pursuant to the *Tile Drainage Act*, enacts as follows:

1. The Corporation of the Township of Southwold may, subject to the provisions of this by-law, borrow on the credit of the Corporation such sums not exceeding in the whole \$500,000.00 as determined by the council, and may issue debentures of the Corporation for the amount borrowed as provided in the *Act* payable to the Minister of Finance, which debentures shall reserve the right to prepay the whole or any part of principal and interest owing at the time of such prepayment.
2. Where an application for a loan under the *Act* is approved by the council and the inspector of drainage has filed with the clerk an Inspection and Completion Certificate, the council may include a sum, not exceeding the amount applied for or seventy-five percent of the total cost of the drainage works with respect to which the loan is made, in a debenture payable to the Minister of Finance in accordance with the *Act*, and may approve of the Corporation lending the said sum to the applicant.
3. A special annual rate shall be imposed, levied and collected over and above all other rates upon the land in respect of which the money is borrowed, sufficient for the payment of the principal and interest as provided by the *Act*.

First reading 2023/01/09

Second reading 2023/01/09

Provisionally adopted this 9th day of January, 20 23

Name of Head of Council (Last, First Name)

Jones, Grant

Signature

Name of Clerk (Last, First Name)

Carswell, Jeff

Signature

Third reading 2023/01/09

Enacted this 9th day of January, 20 23

Name of Head of Council (Last, First Name)

Jones, Grant

Signature

Corporate Seal

Name of Clerk (Last, First Name)

Carswell, Jeff

Signature

I, Jeff Carswell

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.

Corporate Seal

Name of Clerk (Last, First Name)

Carswell, Jeff

Signature

WHAT'S NEW IN **ELGIN**

**Elgin County
Economic
Development &
Tourism**



www.progressivebynature.com

December 2022



We've made it to the 12th and final chapter of 2022- what a year it's been! Amidst all the uncertainty and unfamiliarity, there have been so many moments of delight as we've finally been able to resume the activities and traditions we hold dear. It's been so good to see you again, Elgin County! As we take stock of a year almost complete we are deeply grateful to be part of such an incredible community.

Now more than ever, the impacts of prioritizing shopping local make a huge difference. Wherever possible, please consider looking a little closer to home for the items on your shopping list- these purchases help to support the heart of our communities and ensure strong local economies now and in the future.

From all of us at Elgin County Economic Development and Tourism, we wish you a very Merry Christmas and a prosperous New Year. Have a magical December in Elgin!

WELCOMES AND SHOUTOUTS



Congratulations to Natterjack Brewing Company Ltd. in West Elgin, who recently received a Gold award in the Smoked Beer category at the Ontario Brewing Awards ceremony in Toronto! Their 'Logger' beer is a must-try, along with the rest of their incredible locally-made lineup! Check them out and shop online [here](#)

NEW BUSINESS FEATURE



Earth + Honeybee



There are new beekeepers on the scene in Elgin County, and the community is already abuzz! Husband and wife duo Melissa and Adam are new residents in Union, having just arrived from the Ilderton area in October 2022, and they are already establishing a strong local presence at farmers' markets and through their online shop.

The couple's passion for environmental stewardship is evident in everything they do, but most significantly in the way they work with and for the bees in their care. Cultivating spiritual ties with bees allows one to be able to connect with nature in a vulnerable way, says Melissa. In caring for the hive you start to deeply understand the role bees play in the broader ecosystem and to use all your senses to appreciate their contributions. One thing Melissa enjoys most about beekeeping is the way that it becomes meditative, through the hum of the bees and routine of their care. She reflects that being amidst an active hive of bees makes you feel like you're stopped in time. Seeing them living with such structure and instinct, serving a collective benefit that's greater than any one bee, is an inspiring metaphor for life.

These are all lessons that the couple has learned in a relatively short amount of time, having first started keeping bees as a hobby born from a brainstorming session in 2017. At that time, they were looking for hobbies they could share but also potentially turn into a business. Melissa thought about beekeeping, and it all started rolling from there, eventually leading to her leaving her career in mental health to serve the business full-time while Adam continues to work for the City of London. The process has all seemed quite natural and symbolic, almost predestined! Since Melissa was a child, she has been interested in name meanings, with hers being 'honeybee'. Adam's means 'red earth,' so the combination of the two inspired the business name.

Education is at the core of Earth + Honeybee's identity. Melissa and Adam love to help people learn more about honeybees, give them more confidence in starting or continuing their beekeeping journeys, and providing access to affordable equipment and bee byproducts that people may not otherwise be able to find. They are passionate about inviting people to see firsthand how deeply they care for their hives as working members of the operation, with bee health and welfare as their top priority.

The couple hopes that by learning about and experiencing beekeeping firsthand, people can become more connected to the original roots of self-sustenance and join the network of humans taking an active role in supporting pollinators. This, they feel, is connected to

broader activities and values that include soil maintenance through composting, wellness and meditation, and planting pollinators. They plan to facilitate these educational and healing encounters through experience-based opportunities at their new property in Union as well as virtual workshops. Through sharing their love for bees and beekeeping, Melissa and Adam are building a pretty incredible community!

With a strong start and big goals for the future, Earth + Honeybee is a great new addition to Elgin County. Please check them out at their website below and look for them at a market near you in 2023!

Earth + Honeybee
6039 Fairview Rd., St. Thomas, ON N5P 3S8
519-494-8070
Email: Earth.Honeybee@gmail.com
Shop online with local pickup or find them at a local market
[Website](#)



Paleta Passion



Another new Elgin business with a very fitting name is Paleta Passion, now with a lovely storefront on Talbot Street in Aylmer! Owner Christina Friesen, an Aylmer native, spent part of her childhood in Mexico and was inspired to start a small business centred on a nostalgic sweet treat from her time there.

The paleta is a Mexican frozen treat made from either fresh natural fruits or rich, creamy ingredients, and it plays a strong role in the country's cultural tradition. Christina remembers how exciting it was to enjoy paletas as a child and notes that in Mexico there is a great deal of regional flavour variation, since they traditionally use fruits that are local and in season. If the ultimate Mexican paleta taste-testing road trip isn't in the cards for you anytime soon, a trip to 81 Talbot St E in Aylmer is very close to being the real deal!

Christina jumped right into the creative freedom of crafting new flavours. She developed a blueberry paleta that is unique because blueberries are not grown in Mexico! The most popular flavour among customers who come from a Mexican background is horchata, while those new to the paleta seem to favour mango. With Christmas flavours in-store now, this is the perfect holiday venture with the family.

Christina has big plans for the future and will continue to pop up at local markets throughout the summer season in addition to operating the new store. This is definitely one to watch, and we strongly recommend keeping her in mind for your next corporate event or party!

Congratulations, Christina, we are excited to see where this new venture takes you!

Paleta Passion
81 Talbot St. E, Aylmer, ON
226-231-2615
Email: paletapassion@gmail.com
Open Tuesday-Saturday 1pm-6pm, open until 9pm Fridays



Here is the menu! Stop by in-store for the list of seasonal offerings.

RESOURCES & OPPORTUNITIES



Southwestern Ontario Development Fund

The newest SWODF application intake will be open from January 12, 2023 to February 23, 2023. You can find more information about eligibility and the intake process [HERE](#)

For advice on developing and strengthening your application, you are encouraged to contact your regional advisor or Business Advisory Services at:

Business Advisory Services - Western Region Main Office
westernregionbas@ontario.ca
Toll-free: 1-800-267-6592

Canada Summer Jobs

Canada Summer Jobs provides wage subsidies to employers with 50 or fewer full-time employees to create quality summer work experiences for young people aged 15-30 years. Applications are open until January 12, 2023 and more details are available [HERE](#)

Business Scale-up and Productivity- FedDev Ontario

Thinking of taking things to the next level? Funding under this stream helps to accelerate the growth of firms and assist with the adoption of new, innovative technologies that support scale-up, productivity, and the development of and entry into new markets to help companies become globally competitive. More details [HERE](#)

Community Economic Development and Diversification- FedDev Ontario

Funding is available to businesses and not-for-profit organizations in small communities who are working to develop, diversify, and transform their local economies. [DETAILS](#)

Are you an immigrant or a racialized person who has experienced discrimination in St. Thomas or Elgin County in the last three years?

Survey participants wanted.



Are you an Immigrant or Racialized Person who has Experienced Discrimination in St. Thomas or Elgin County in the Last Three Years?

If you are, and you have experienced discrimination in a Workplace Setting, in a Public Place, or By the Police, please consider participating in a virtual interview with researchers at Western University.

By sharing your stories and feedback, you will help communities across the region become more inclusive and welcoming. If you are interested in participating, please fill out a short survey and the researchers will contact you.



FALL 2022 TOURISM BUSINESS SURVEY



We want to hear from you! If you operate a tourism-related business in Elgin County, the department would greatly appreciate your taking the time to complete our quick survey summarizing the summer 2022 tourism season [HERE](#). Thanks so much for your consideration!

Have an opportunity you'd like us to share? Please send details to economicdevelopment@elgin.ca

BUSINESS PLANNING

Boot Camp

A FOUR-PART SERIES



Sarah Noble

Marketing &
Communications



Elle Crevits

Business
Advisor

JAN. 23 & 24

2.00 pm - 4.00 pm

JAN. 30 & 31

09.00 am - 3.00 pm

SBECINNOVATION.CA

Is 2023 the year you start working toward a new business or a new business growth goal?

When was the last time you brushed up your business plan, or are you on the journey without your map?

This FREE four-part Business Planning Boot Camp is designed to support entrepreneurs to refresh their plan or start from scratch with the support needed to polish it up too.

Because if you are looking for funds, you are going to need a plan.

If you are looking to grow, you are going to need a plan.

If you are looking to start, this is the starting line.

Join Sarah and Elle from the St. Thomas-Elgin Small Business Enterprise Centre in



Start 2023 strong!

Take advantage of
our Digital Sign
Program!

5,000 weekly
impressions for your
business
for FREE
Limited Opportunity
contact
snoble@stthomas.ca

Provincial Government Updates

On November 14, the Ontario Government released the **2022 Ontario Economic Outlook and Fiscal Review - Ontario's Plan to Build: A Progress Update**. It included the government's progress report on previous budgetary commitments, as well as new measures including support for small businesses. Key highlights:

- Providing over \$675M in Ontario income tax relief over 3 years by temporarily allowing eligible businesses to immediately expense up to \$1.5M per year for certain capital investments
- Proposing to extend the phase-out range for the small business Corporate Income Tax rate to between \$10M and \$50M of taxable capital
- Proposing to expand eligible expenditures for the Ontario Productions Services Tax Credit to include location fees
- Establishing consultation groups to support refocused red tape reduction efforts, inviting representatives from key industries and areas of activity across the province
- Proposing legislation to launch a voluntary Clean Energy Credit registry
- Proposing amendments to the Securities Act to enable digital access to documents

On November 23, the Provincial Ministry of Red Tape Reduction introduced the ***Less Red Tape, Stronger Ontario Act***, which includes 28 new measures to increase Ontario's competitiveness, support stronger supply chains, and make government easier to access and interact with. [Read the backgrounder here](#)

Highlights of the package include:

- Removing legislative barriers to support greater investment in clean and emission

reducing technologies.

- Providing more data and tools to municipalities to determine optimal Reduced Load Periods on roadways and improve supply chain efficiency.
- Increasing court capacity and efficiency to improve service, including the introduction of digital jury questionnaires.
- Modernizing the Veterinarians Act, including identifying opportunities to streamline requirements or reduce compliance burden for vets and practice owners.

The *Act* also included the creation of the **Grow Ontario Strategy**, which outlines the province's plan to strengthen the agri-food sector, ensure an efficient, reliable, and responsive food supply and address ongoing vulnerabilities through new innovations.

The plan focuses on three key priorities:

- **Strengthen Agri-food Supply Chain Stability:** Increase both the consumption and production of food grown and prepared in Ontario by 30 per cent, increase Ontario's food and beverage manufacturing GDP by 10 per cent and boost Ontario's agri-food exports eight per cent annually by 2032. This includes opening applications for the \$10 million Food Security and Supply Chain Fund which will provide funding for projects such as updated inventory software, expanded warehousing to allow increased inventory levels or automation equipment to address labour gaps. The province is also strengthening its food processing capacity and food security to position the sector for growth through the \$25 million Strategic Agri-Food Processing Fund.
- **Increase Agri-food Technology and Adoption:** Boost research infrastructure, advance the uptake of new technologies, grow the market for Ontario innovative technologies domestically and globally, and grow the use of data to support efficiencies in the agri-food sector and value chain. The province will also begin consultations on modernizing the Agricultural Research Institute of Ontario Act to fuel innovation and support efforts to provide modern, relevant research information to farmers and agri-food businesses.
- **Attract and Grow Ontario's Agri-food Talent:** The province aims to increase total agri-food sector employment by 10 per cent by 2032, as well as increase awareness of modern, high-tech agri-food careers, opportunities for mentorship and hands-on job training, and support efforts to increase veterinary capacity in underserved areas of the province. This includes launching public consultations to explore opportunities to modernize the Veterinarians Act as part of the plan to increase access to veterinary care in Ontario.

DEPARTMENTAL ACTIVITY





On November 22, the Economic Development and Tourism team attended the Aylmer Chamber of Commerce's Business After 5 networking event held in the future home of the Aylmer-Malahide Museum and Archives. It was a great opportunity to connect with some familiar faces and hear about all the exciting things happening in the Aylmer business community!



Members of the Economic Development team attended the 2022 Growing Your Workforce conference hosted in partnership with the Western Ontario Wardens' Caucus.

Members of the team also attended the St. Thomas and District Chamber of Commerce's Annual General Meeting on November 30.

FESTIVAL AND EVENT TRACKER



- Saturdays and Sundays in December- [Port Stanley Terminal Rail Treats Trains](#)
- Saturdays in December- [Old Imperial Farmers' Market Christmas Market](#)
- Saturday, December 17- Holidays at [Sparta Lavender Farm](#)
- Saturday, December 17- Sip and Shop Market at [London Waffle Co.](#)

A decorative wreath made of green pine branches and purple lavender flowers, framing the text. The wreath is composed of several branches with needle-like leaves and clusters of small, five-petaled purple flowers. The branches are arranged in a circular pattern around the text.

Holidays at *Sparta* Lavender Farm

Dec. 3rd, 10th, 17th

11 am - 4 pm

THE FINGAL SHEDDEN AND
DISTRICT OPTIMIST CLUB

Christmas Tree Sale

36008 Fingal Line, Fingal

Trees are \$45 each - Cash
only - honour box in place

Only 100 available!

First come, First Served





BISTRO
+ BAR

Local Pop-up
vendors

Saturday
December 17th
11:00-5:00



Sip & Shop
SATURDAY'S

11096 Sunset Road Southwold

2022 Christmas Market

*November 19th & 26th
December 3rd, 10th, 17th,
& 24th*



CHRISTMAS

~ BUFFET ~

APPETIZER

Fish Pakora
Beef Kabab
Spring Rolls
Samosa

MAIN COURSE

Roast Beef Striploin
Roast Turkey
Grilled Chicken with
Mushroom Sauce
Butter Chicken
Shahi Paneer
Stirfried Noodles
Mashed Potatoes
Seasonal Veg.

SALADS

Assorted 12 Type
Cold Cut Platter
Assorted Cheese Platter

SOUP

Cream of Tomatoes

DESSERT

Apple Pie
Fruit Cake
Assorted Cookies
Fresh Cut Fruits



WAYSIDE DINING & BAR
TRULY EXCEPTIONAL



12.00 p.m. to 8.00 p.m.
Price : **\$29.99**
Kids **7** to **12** Yrs **\$15.99**
Kids under **7** - **FREE**

519-633-0360

10680 Sunset Drive
Talbotville, ON N0L 2K0

www.waysidedining.ca

UPCOMING NETWORKING EVENTS



- January Business after 5 hosted by the St. Thomas & District Chamber of Commerce, January 18- [Details](#)

Have an event you'd like us to share? Please send details to economicdevelopment@elgin.ca

Elgin County Economic Development & Tourism |
www.elgincounty.ca



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

[Unsubscribe](#) economicdevelopment@elgin.ca

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Kettle Creek
Conservation Authority

PROGRESS REPORT

JANUARY 1, 2023

TRANSITION PLAN

- The Transition Plan was approved by KCCA's Board of Directors at the November 24, 2021 Full Authority meeting.
- The Transition plan was circulated to member municipalities on November 26, 2021.
- The Transition plan was circulated to the Minister on December 2, 2021.
- The Transition plan is posted to KCCA's website:
<https://www.kettlecreekconservation.on.ca/governance/>

INVENTORY OF PROGRAMS AND SERVICES

- The draft Inventory of Programs and Services was approved for circulation to member municipalities for comment by KCCA's Board of Directors at the January 19, 2022 Full Authority meeting.
- The Inventory of Programs and Services was approved by KCCA's Board of Directors at the February 9, 2022 Full Authority meeting.
- The Inventory was circulated to member municipalities on February 16, 2022.
- The Inventory was circulated to the Minister on February 16, 2022.
- The Inventory is posted to KCCA's website:
<https://www.kettlecreekconservation.on.ca/governance/>
- Based on feedback from MECP, minor edits were made to the Inventory of Programs and Services for the July 1, 2022 Progress Report. No further changes have been made to the Inventory since that date.

CONSULTATION WITH MEMBER MUNICIPALITIES

- Staff provided a presentation to municipal staff from St. Thomas, Thames Centre, Malahide, Southwold and Central Elgin on January 11, 2022 to review the *Conservation Authorities Act* amendments and initial categorization of KCCA's programs and services.
- Feedback received to date on KCCA's Inventory of Programs and Services:
 - Middlesex Centre (January 26, 2022)
No concerns. Observed a shift in funding allocation from provincial to municipal levy in category 1 programming relative to flood forecasting. Clarification was provided that this shift was a result of the provincial transfer payment being cut from \$119,652 to \$61,770 in 2019.
 - Central Elgin (January 31, 2022)
No concerns with the categorization of KCCA programs and services.
 - Southwold (January 31, 2022)
No concerns with the categorization of KCCA programs and services. Seeking consistency where possible amongst its CAs for MOU terms and fee structure. Interested in discussions on additional services KCCA could provide.
 - Thames Centre (February 3, 2022)
No concerns with the categorization of KCCA programs and services.

- Malahide (February 3, 2022)
No concerns with the categorization of KCCA programs and services. Suggested expanded detail to note where specific monitoring stations are located. Requested information was provided to the municipality.
- St. Thomas (February 3, 2022)
No concerns with the categorization of KCCA programs and services. Staff indicated support for the two Category 3 programs requiring an agreement (tree planting and watershed monitoring).
- City of London (April 29, 2022)
Clarification sought on costs for new mandatory programs/services, whether the costs provided reflect total gross costs or London's apportioned share, and if costs include depreciation.
- Staff distributed the July 1, 2022 Progress Report and the updated Inventory of Programs and Services to all member municipalities on June 23, 2022. No concerns or questions were submitted by member municipalities.
- Staff distributed the October 1, 2022 Progress Report to all member municipalities on September 22, 2022. No concerns or questions were submitted by member municipalities.

AGREEMENTS

- Staff are continuing to review existing Category 2 agreements to determine if changes need to be made to meet the requirements of Ontario Regulation 687/21.
- The October 2022 municipal election stalled progress on the development of cost apportioning agreements/MOUs. KCCA's Board of Directors had a very high turnover with 80% of the membership being newly appointed members. The first meeting with the new membership will not occur until January 2023 and time will need to be afforded to orientation. In addition, some of KCCA's member municipality Councils have a large proportion of new members. Agreements/MOUs will be developed with new Councils and KCCA's Board of Directors in 2023.
- At this time, KCCA does not foresee the need to request an extension to the January 1, 2024 deadline for having MOUs in place with member municipalities. However, staff will continue to re-assess whether an extension request may be required in 2023 reports to the Board based on the status of MOU approvals across our jurisdiction at that time.

OTHER ACTIVITIES

- Attended Conservation Ontario sessions related to changes to the *Conservation Authorities Act* and Phase 1 and 2 regulations.
- Attended MECP sessions on the *Conservation Authorities Act* and the Inventory of Programs and Services.
- Meeting held with MECP staff on May 12, 2022 to solicit feedback on KCCA's Inventory of Programs and Services.
- Fee Policy and Fee Schedules approved at the May 18, 2022 KCCA Full Authority meeting as per requirements of the *Conservation Authorities Act*.
- KCCA's website updated to include Governance Section as per Phase 2 Regulations.

- Attended a Conservation Ontario session related to Conservation Areas Strategy and Lands Inventory on June 15, 2022.
- Land Acquisition and Disposition Policy approved at the August 18, 2022 KCCA Full Authority meeting as per requirements of *Conservation Authorities Act*.
- Attended Phase 1 and Phase 2 Refresher sessions held by MNRF in October 2022
- Attended a Conservation Ontario session related to Ice Management Plans on October 13, 2022
- Review of and dissemination of information regarding the *More Homes Built Faster Act* to KCCA's Board and member municipalities.
- Development of orientation materials for new members of municipal Councils and KCCA's Board of Directors following the municipal election.



ELGIN GROUP POLICE SERVICES BOARD

Municipality of Bayham | Municipality of Central Elgin | Municipality of Dutton Dunwich

Municipality of West Elgin | Township of Malahide | Township of Southwold

December 23, 2022

The Honourable Michael Kerzner
Solicitor General
25 Grosvenor Street
Toronto, ON M7A 1Y6

michael.kerzner@ontario.ca

Dear Hon. Michael Kerzner,

At its meeting held on November 28, 2022, the Elgin Group Police Services Board passed the following resolution in support of reducing speeding on local roadways:

RESOLVED THAT the Secretary Administrator be directed to send correspondence to the Ministry of the Solicitor General to advocate for increased fines for all levels of speeding; and

THAT this correspondence be sent to Elgin County's Local Municipal Partners.

Speeding has become a growing concern on our roads, streets, and highways. Speeding remains one of the leading factors of fatal, personal injury and property damage collisions on our roadways. While the dangers of speeding are well known, the current driving culture considers driving 20 km/h over the speed limit normal.

Since the street racing and stunt driving penalties were increased under the Ontario Highway Traffic Act, we have seen a reduction in the number of charges laid. However, fines for other speeding infractions have remained unchanged. The Elgin Group Police Services Board, therefore, respectfully requests that the Ministry of the Solicitor General consider increasing fines for all levels of speeding in Ontario.

Sincerely,

Carolyn Krahn
Secretary Administrator, Elgin Group Police Services Board

cc. Local Municipal Partner Councils

Corporation of the County of Elgin
c/o Elgin Group Police Services Board
450 Sunset Drive
St. Thomas, Ontario N5R 5V1



January 4, 2023

Warden Ed Ketchabaw
450 Sunset Drive St. Thomas,
ON N5R 5V1

Dear Warden Ketchabaw,

RE: Elgin County Farm Assessments and Tax Burden

On behalf of Elgin Federation of Agriculture (EFA) I wish to follow up on our letter dated February, 2021 to the County of Elgin regarding Farm Assessments and Tax Burden.

Every four years the Municipal Property Assessment Corporation (MPAC) releases property assessment updates for all properties in Ontario. During the previous assessment cycle, farmers in Elgin county saw farmland taxable assessments increase by over 68%. This is in addition to very significant increases in the 2012 reassessment cycle.

As a result, the tax burden of farmers in Elgin county has been increasing every year since 2012. The one exception was in 2019 when Elgin County Council voted to reduce the farm tax ratio from 0.25 to 0.23. I want to thank you and the members of Elgin county council for acting on this important issue. The past three years (2019 – 2021) have been very difficult for Ontario farmers as they navigated new policies, rules, and ways of doing business never before experienced. The support shown by council is greatly appreciated by farm families in Elgin county.

As the Premier has directed MPAC not to release the 2016-2020 reassessment notices in 2021 and again for the 2022 Property Tax year, (and now perhaps also 2024), **the EFA would ask that you continue to maintain the Farm Class Tax rate at 0.23 per cent.**

We welcome the opportunity to speak with any members of county council on this issue.

Sincerely,

A handwritten signature in black ink that reads "MSchneider". The signature is written in a cursive, flowing style. The "M" is large and loops around the "S". The "Schneider" part is written in a more straightforward cursive.

Melissa Schneider

President, Elgin Federation of Agriculture



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY- LAW NO. 2023-07

Being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on January 5, 2023 and January 9, 2023.

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 Special Council Meeting held on January 5, 2023 and the Regular Meeting of Council held on January 9, 2023; in respect to each report, motion, resolution or other action passed and taken by the Council at its meetings, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by its separate by-law.
2. That the Mayor and the proper officers of the Corporation are hereby authorized and directed to do all things necessary to give effect to the said action, or obtain approvals, where required, and, except where otherwise provided, the Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the Corporate Seal of the Township of Southwold to all such documents.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME, AND
FINALLY PASSED THIS 9th DAY OF JANUARY, 2023.**

Mayor
Grant Jones

CAO/Clerk
Jeff Carswell