



# THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

## - A G E N D A - Monday April 24, 2023

### REGULAR MEETING OF COUNCIL

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

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**1. CALL TO ORDER**

**2. ADDENDUM TO AGENDA**

**3. DISCLOSURE OF PECUNIARY INTEREST**

**4. ADOPTION OF MINUTES**

- (a) Draft Minutes of Regular Council Meeting of April 11, 2023
- (b) Draft Minutes of the Family Day Committee Meeting of March 22, 2023
- (c) Draft Minutes of the Keystone Complex and Shedden Recreation Board Meeting of March 30, 2023
- (d) Draft Minutes of the Zero Waste Committee Meeting of April 6, 2023

**5. DELEGATION**

- (a) **7:30 p.m.** Elgin County Warden Ed Ketchabaw and CAO Julie Gonyou RE: Elgin County 2023 Update

**6. DRAINAGE**

**7. PLANNING**

- (a) **7:00 p.m.** Public Meeting ZBA 2023-03, Woodland Way Developments Inc., 10247 Talbotville Gore Road and ZBA 2023-04 Echo Acres Limited, 38652 Longhurst Line
- (b) Consent Application E26-23 Eleanor Limited Partnership C/O Chris Pidgeon, GSP Group, 11884 Sunset Road

**8. REPORTS**

- (a) ENG 2023-22 Site Alternation By-law
- (b) ENG 2023-23 Ford Road Watermain
- (c) CAO 2023-23 Circular Materials – Blue Box Promotion and Education
- (d) County Council Highlights – April 11, 2023

**9. CORRESPONDENCE**

**10. BY-LAWS**

- (a) By-law No. 2023-26, being a by-law to amend By-law No. 2011-14, Echo Acres Limited, 38652 Longhurst Line
- (b) By-law No. 2023-27, being a by-law to prohibit and regulate the placing or dumping of fill, removal of topsoil, the alteration of the grade of land in the Township of Southwold
- (c) By-law No. 2023-28, being a by-law to enter into an agreement with Circular Materials Ontario Eligible Community Promotion and Education Services
- (d) By-law No. 2023-29, being a By-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on April 24, 2023

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

- (a) Port Colborne supports Municipality of Trent Lakes resolution RE: Oath of Office.
- (b) Thames Valley District School Board Education Development Charges
- (c) CN letter to Minister of Agriculture, Food and Rural Affairs RE: Drainage Issue in Ontario
- (d) City of Stratford Resolution RE: Use of Long-Term Care Funding to Support Community Care Services

**12. CLOSED SESSION**

- (a) 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)) – Sanitary Sewer Systems
- (b) Personal Matters about identifiable individual, including municipal or local board employees (Section 239(2)b))- HR Matters

**13. ADJOURNMENT:**

**NEXT REGULAR MEETING OF COUNCIL**

**Monday May 8, 2023 @ 7:00 P.M.**

**Council Chambers, Fingal/Via Video Link**

**STRATEGIC PLAN COUNCIL WORKSHOP**

**Tuesday, May 9, 2023 @ 7:00 pm**

**Council Chambers, Fingal**

**STRATEGIC PLAN COMMUNITY WORKSHOP**

**Thursday May 11, 2023, 1:00 P.M. – 3:30 P.M.**

**Keystone Complex, Shedden**

**STRATEGIC PLAN COMMUNITY WORKSHOP**

**Thursday May 18, 2023, 6:30 P.M. – 9:00 P.M.**

**Keystone Complex, Shedden**



## THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

### MINUTES

Regular Council Meeting  
Tuesday April 11, 2023  
7:00 p.m. Council Chambers, Fingal/Via Video Link

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

COUNCIL ABSENT: Councillor John Adzija

ALSO PRESENT: Jeff Carswell, CAO/Clerk  
Michele Lant, Director of Corporate Services/Treasurer  
Aaron Van Oorspronk, Director of Infrastructure & Development  
Services  
Kevin Goodhue, Water/Wastewater Compliance Superintendent  
Corey Pemberton, Director of Building and Community Services  
Jeff McArthur, Director of Emergency Services/Fire Chief  
Josh Mueller, Planner  
June McLarty, Corporate Services Clerk

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

**ADDENDUM TO AGENDA:** None

**DISCLOSURES:** None

### **ADOPTION AND REVIEW OF MINUTES:**

#### **Council Minutes – Adopt**

**2023-128 Deputy Mayor Pennings – Councillor Fellows**

**THAT** the Minutes of the Regular Council Meeting of March 27, 2023

and the Minutes of the Special Council Meeting of April 4, 2023 are hereby adopted.

**CARRIED**

**Committee Minutes – Review**

**2023-129 Councillor Emons – Councillor Fellows**

**THAT** Council has reviewed the draft Committee Minutes of the Zero Waste Committee Meeting of March 9, 2023 and the Canada Day Committee Meeting of March 23, 2023.

**CARRIED**

**PLANNING:**

**PLA 2023-11 Review of Draft Elgin County Official Plan**

**2023-130 Councillor Emons – Deputy Mayor Pennings**

**THAT** Council of the Township of Southwold receive Report PLA 2023-11 regarding County of Elgin Draft Official Plan Review; and

**THAT** Council direct staff to resubmit the comments attached as Appendix "A" and inquire with the County of Elgin about the status and incorporation of the requests.

**CARRIED**

**PLA 2023-12 Surplus Land in Iona**

**2023-131 Councillor Fellows – Deputy Mayor Pennings**

**THAT** Council of the Township of Southwold receive Report PLA 2023-12 regarding the disposition of surplus land in the Hamlet of Iona as information; and

**THAT** Council authorizes staff to organize an open house/drop-in format meeting with interested residents, Council and Staff for additional public consultation.

**CARRIED**

**REPORTS:**

**FIR 2023-04 Activity Report – March 2023**

Jeff McArthur presented this report.



## **ENG 2023-16 Activity Report – March 2023**

Aaron Van Oorspronk presented this report.

### **ENG 2023-17 Talbotville Shared Servicing Study Award**

#### **2023-132 Deputy Mayor Pennings – Councillor Fellows**

**THAT** Report ENG 2023-17 relating to Talbotville Servicing Study, be received for information; and

**THAT** Council direct staff to award the proposal received from RV Anderson “St. Thomas Water Pollution Control Plant Wastewater Master Plan Update – Township of Southwold Study”, dated March 9, 2023.

**CARRIED**

### **ENG 2023-18 Lynhurst Soil Relocation**

#### **2023-133 Councillor Emons – Deputy Mayor Pennings**

**THAT** Report ENG 2023-18 relating to the Lynhurst Soil Relocation, be received for information.

**CARRIED**

### **ENG 2023-19 Lynhurst Area DWQMS Policy Endorsement**

#### **2023-134 Councillor Emons – Councillor Fellows**

**THAT** Report ENG 2023-19, Lynhurst Area DWQMS Policy Endorsement, be received for information; and,

**THAT** Council approve the Drinking Water Quality Management Operational Plan and Policy.

**CARRIED**

### **ENG 2023-20 Township Design Guidelines Manual – Part 2**

#### **2023-135 Deputy Mayor Pennings – Councillor Emons**

**THAT** Council approve and adopt the Township Design Guidelines Manual – Part 2.

**CARRIED**

## **ENG 2023-21 Talbotville WWTP Warranty Work and Upgrades**

### **STAFF DIRECTION**

Staff was directed by Council to investigate other options for the SCADA System.

#### **2023-136 Deputy Mayor Pennings – Councillor Emons**

**THAT** Report ENG 2023-21 relating to Talbotville WWTP Warranty Work and Upgrades, be received for information; and,

**THAT** Council direct staff to award the quotations received from NewTerra for completing warranty work and upgrades to the Talbotville Wastewater Treatment Plant.

**CARRIED**

## **PW 2023-04 Installation of Additional Luminaires on Talbotville Gore Road**

#### **2023-137 Councillor Fellows – Councillor Emons**

**THAT** Council direct staff to proceed with installation of five additional luminaires on Talbotville Gore, as set out in report PW 2023-04.

**CARRIED**

## **FIN 2023-08 Accrual Budget**

#### **2023-138 Deputy Mayor Pennings – Councillor Fellows**

**THAT** Council approve the 2022 Accrual Budget as presented for Financial Statement purposes.

**CARRIED**

## **FIN 2023-09 Investment Summary**

#### **2023-139 Councillor Fellows – Councillor Emons**

**THAT** Council receive Report FIN 2023-09 Investment Report as of December 31, 2022 for information.

**CARRIED**

## **CBO 2023-05 Building Department Deposits for Building Permits**

#### **2023-140 Councillor Emons – Deputy Mayor Pennings**

**THAT** Council receives report CBO 2023-05 Building Department Deposits for Building Permits as information.

**CARRIED**

## **2023-06 Shedden Open Space Park Fencing and Netting**

### **2023-141 Councillor Emons – Deputy Mayor Pennings**

**THAT** Council approve installation of chain link fence and one section of netting minus the gates at Shedden Open Space Park along Union Road.

**CARRIED**

### **CBO 2023-07 Activity Report – March 2023**

Corey Pemberton presented this report to Council.

### **CAO 2023-18 Activity Report – March 2023**

Jeff Carswell presented this report to Council.

### **CAO 2023-19 Updated Health and Safety Policies**

#### **2023-142 Councillor Emons – Deputy Mayor Pennings**

**THAT** Council adopt the following updated policies:

HS-01-01 Health and Safety Policy Statement

HS-01-02 Workplace Violence Policy

HS-01-03 Workplace Harassment Policy

**CARRIED**

### **CAO 2023-20 Office Renovations**

#### **STAFF DIRECTION**

Staff was directed by Council to make a few minor changes to design and obtain a budget for the renovations.

#### **2023-143 Councillor Emons – Councillor Fellows**

**THAT** Council endorse the Fingal Office Renovation/Office Space plans and authorize staff to proceed with detailed design and costing and to report back to Council prior to accepting quotes and moving forward with renovations.

**CARRIED**

## **CAO 2023-21 Zouling Tech IT Agreement**

### **2023-144 Councillor Fellows – Councillor Emons**

**THAT** Council pass By-law 2023-24 to enter into an agreement with Zouling Technologies Inc. for Technology Maintenance and Support Services.

**CARRIED**

## **County Council Highlights – March 28, 2023**

Mayor Jones presented this report to Council.

## **CORRESPONDENCE:**

### **Enbridge Gas Fee for Locates**

#### **2023-145 Councillor Emons – Deputy Mayor Pennings**

**WHEREAS** Enbridge recently announced its intention to charge third-party contractors and other utilities \$200 CAD (plus taxes) for utility locates requiring fieldwork:

**WHEREAS** Council reviewed correspondence from AORS regarding the issue of assessing fees for utility locates;

**WHEREAS** Council supports the resolutions within the received correspondence;

**THEREFORE BE IT RESOLVED THAT** the Township of Southwold opposes Enbridge's plan to charge third-party contractors and other utility locates requiring fieldwork;

**BE FURTHER RESOLVED THAT** this decision be forwarded to Minister of Public and Business Service Delivery Kaleed Rasheed, Minister of Infrastructure Kinga Surma, Minister of Energy Todd Smith, Premier Doug Ford, Rob Flack MPP, the Association of Ontario Good Roads Supervisors and the Association of Municipalities of Ontario.

**CARRIED**

### **Fee Waiver Request – Optimist Club of Talbotville**

#### **2023-146 Councillor Fellows – Deputy Mayor Pennings**

**THAT** Council of the Township of Southwold approves the \$80.00 fee

waiver request from the Optimist Club of Talbotville for the use of the Optimist Heritage Park, Talbotville.

**CARRIED**

**BY-LAWS:**

- By-law No. 2023-24, being a by-law to enter into an agreement for technology maintenance and support services

**By-law**

**2023-147 Councillor Emons – Deputy Mayor Pennings**

**THAT** By-law No. 2023-24 be read a first and second time, considered read a third time and finally passed this 11<sup>th</sup> day of April 2023.

**CARRIED**

**OTHER BUSINESS:**

**Bill 5 – Stopping Harassment and Abuse by Local Leaders Act**

**2023-148 Mayor Jones – Deputy Mayor Pennings**

**THAT** Council of the Township of Southwold supports Bill 5 – Stopping Harassment and Abuse by Local Leaders Act; and,

**THAT** a copy of this resolution be sent to the Honourable Doug Ford, Premier of Ontario; the Honourable Steve Clark, Minister of Municipal Affairs and Housing; Rob Flack, MPP, Elgin-Middlesex-London.

**CARRIED**

Council reviewed the other items under Other Business.

**BY-LAW:**

- By-law No. 2023-25, being a By-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on April 11, 2023

**Confirming By-law**

**2023-149 Councillor Emons – Deputy Mayor Pennings**

**THAT** By-law No. 2023-25 be read a first and second time, considered

read a third time and finally passed this 11<sup>th</sup> day of April 2023.

**CARRIED**

**ADJOURNMENT:**

**2023-150 Deputy Mayor Pennings – Councillor Fellows**

**THAT** Council for the Township of Southwold adjourns this Regular meeting of Council at **8:51 p.m.**

**CARRIED**

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Mayor  
Grant Jones

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CAO/Clerk  
Jeff Carswell



## **Southwold Family Day Committee**

### **Family Day Committee Meeting Minutes Wednesday, March 22<sup>nd</sup>, 2023 at 7:00 pm Council Chambers/Online**

Committee Members Present: Councillor Scott Fellows, Lizanne Kerkvliet, Jane Cox, Councillor John Adzija, Jim Carder and Scott Young.

Staff Present: CAO/Clerk Jeff Carswell

The meeting was called to order at 7:10 pm by Chairperson Scott Fellows.

#### **Approval of the Agenda**

Moved by Jim Carder

Seconded by Jane Cox

That the agenda for the March 22, 2023 Southwold Family Day Committee be approved.

**Carried**

#### **Approval of the Minutes from the Previous Meeting**

Moved by Jane Cox

Seconded by Lizanne Kerkvliet

That the minutes of the February 7, 2023 Family Day Committee be approved.

**Carried.**

#### **Event Highlights**

- Outdoor event, washrooms only indoor component
- 5 pm start
- Welcome from the Mayor
- Hotdogs, cookies, hot chocolate, popcorn
- Games
- Live music

- Bonfires
- Skating - if weather permits
- Fireworks at 7 pm
- End after fireworks

## **2023 Event Debrief**

- Fireworks – no issues – went well – wind worked well for smoke – cost was lower than anticipate – good number of volunteers
- Advertising and Promotion – very good turnout -
- Music/Entertainment
  - Tent affected visibility of the performer
  - Was difficult to know when the Mayor's opening remarks took place – not as prominent as it could have been
- Food
  - FD BBQ worked very well – only 150 hot dogs left
  - At peak attendance there was a significant lineup for hotdogs – consider options to get ahead of hot dog demand – additional people to hand out/get them into buns
  - Some bottlenecks around condiment area – need more space/additional condiment stations
  - Cookies – mix up on the cookie order/quantities – too many people involved for one item – stick with just one type of cookie in the future – many repeats for additional cookies
  - Popcorn – popcorn maker broke down, but was still able to go through 40 lb of kernels – smaller bag size would be preferred
  - Overall, not too much food waste
  - Hot Chocolate – some comments about cold/watered down – should look at Hot Chocolate preparation – transporting from the hall seemed inefficient, could be a safety concern – drink locations/logistics could use some review
- Bonfires
  - 3 bonfires with straw bale seating worked well
  - Firefighters in gear patrolling was good – positive interaction with children
- Games – additional staff for the games would be beneficial – attendance number and interest in the games was much higher than anticipated
- Timbernook Obstacle Course – donated – was very well received – highly recommended
- Site Layout
  - Generally good for games, fireworks
  - Fire Truck location was good



- Need to consider flow related to food / eating locations – pavilion was very congested – possible spread picnic tables out more / disburse them more

#### Other general comments

- Some people brought alcohol
- Significant number of non-Southwold attendees – is this the intent of the event – how could this be controlled?
- More recognition/branding that it was a Township of Southwold sponsored event – who is putting it on
- Should use the attendance projections to adjust staffing levels
- Parking was a concern – mainly on Talbot Line – parking lot was made completely available

#### Comments/ideas for 2024

- 2024 Event February 17
- Start planning earlier – September
- Need to engage more volunteers / get new volunteers involved
- Roving donation jar – people were asking if they could make a donation
- Sponsorship opportunities
- Coffee as another beverage option
- Need to determine intended audience (Southwold or beyond) adjust promotion and reach accordingly

The committee directed that Thank You cards be provided to Collards, Rosy Rhubarb, Timbernook and the Volunteer Firefighters.

#### Next Meeting

The next meeting will be held Wednesday, September 13, 2023.

#### Adjournment

Moved by Jane Cox

Seconded by Lizanne Kerkvliet

That the meeting adjourn at 8:29 pm

**Carried**



## Shedden Recreation & Community Centre & Keystone Complex Board

March 30, 2023  
Keystone Complex, Shedden  
6:00 PM

Attendance: Councillor Fellows, Brian Rieger, Caitlin Wight (Resource), Shirley Longhurst, Jim Carder, Lindsay Lackey. Regrets: Councillor Adzija, Don Miller, Keith Orchard

1. Call to Order – 6:09 PM
2. Appointment of New Chair

Nomination of Councillor Fellows as new chair. Appointment approved through Resolution No. 1. Motion moved by Jim Carder, Seconded by Brian Reiger. All in favour.

RESOLVED that the committee has appointed Councillor Scott Fellows as the new Chair of the Shedden Recreation & Community Centre & Keystone Complex Board. DISPOSITION: Motion Carried.

3. Approval of Agenda

Agenda was approved through Resolution No. 2. Moved by Brian Rieger, Seconded by Lindsay Lackey.

RESOLVED that the agenda of the March 30, 2023, committee meeting of the Shedden Recreation & Community Centre & Keystone Complex Board be approved. DISPOSITION: Motion Carried.

4. Adoption of Minutes from March 24, 2022, Meeting

Minutes were approved through Resolution No. 3. Moved by Lindsay Lackey, Seconded by Jim Carder.

RESOLVED that the minutes of the Shedden Recreation & Community Centre & Keystone Complex Committee on March 24, 2022, be approved. DISPOSITION: Motion Carried.

## 5. Organization Reports

Shedden Agricultural Society – plans are currently in motion for the fair, everything is coming together.

Shedden Tractor Pull – planning is in full swing. There will be trucks at the pull this year. Co-Sanctioned by SWTP and OTTPA.

- Repairs being made to guard rail, grandstand ordered, insurance is in place. Township has received all the rental documents. Gate fee is now \$20. They are looking for one more food vendor.

Rosy Rhubarb – no representation

Shedden Soccer – lots of new people joining from St. Thomas / London

- They had to increase sign up fees – insurance has increased significantly.
- All the volunteer positions are gone. There was no negative feedback from parents on the volunteer cheques being cashed.
- Everything is going as expected.
- No Men's league – just Ladies

Fingal-Shedden and District Optimist Club

- Large turnout for the Halloween party
- Lots of entries for Santa Claus parade, gave out gingerbread house kits again this year. Was a success.
- Quickly sold 100 Christmas Trees at Burgess Farm again
- Winterfest – was a success, event went over well.
- Upcoming events: Car Show at Rosy Rhubarb on the Sunday, Fun Run at Rosy Rhubarb on the Sunday, Canada Day at Fingal Ball Park – June 30<sup>th</sup> (there will be fireworks, cake, food truck)

Review from walk-around from March 2022 minutes:

- Ontario Flag at Memorial Garden needs replaced – was replaced prior to Remembrance Day Service
- When will new Township flag go up? New one went up for Remembrance Day Service
- Brush pile in back of Memorial Forest needs removed – yes done.
- Eavestroughs need cleaned out around main building – cleaned out.
- Bees nest behind library section of building – dealt with

- Concrete Parging coming off of the foundation at Southeast corner of building – removed.
- Light unit is missing in pavilion ceiling in south section, two light bulbs are missing – Corey is working on this – yes done.
- Outer light fixture on the West side of pavilion should be changed to LED – dusk to dawn light – Done.
- Flat top grill is broken off from the wall in the pavilion kitchen – not broken, is a floating grill that sits out from wall.
- Ceiling vent in meeting room area is in windowsill – repaired.
- Floor needs refinished after water leak from 2020 – floor re-finished March 2022
- Looking into getting the dog waste bag signs up at the parks – in works.

## 6. Discussion

Knobs in pavilion on grill top were broken – fixed.

Stove in Kitchen – to be replaced, in budget.

Mark breaker panel in Shedden Pavilion – Keith to provide Caitlin with sheet to be laminated. Caitlin to follow up with Keith.

220V plugs at Ice Rink – installed.

Broken double door – where water shut off is, equipment room at ball diamond. Will be getting flat bar / pad lock for this door installed.

Caitlin let Committee know that Brittany Jessome will be starting the following week as the new Community Services and Communications Clerk – and will assist groups with their events / bookings as Caitlin did in the past, and that she is here to support Brittany through the transition.

Jim Carder asked if the Triple C Saddle Club should be invited to re-join the committee – they were in the past, and then their events stopped. Group is now going to be holding events again, and wondered if they should re-join. Caitlin to inquire.

## 7. Next meeting

Group agreed to meet next on Thursday, September 28, 2023, at 7:00 PM.

Adjournment



## Southwold Zero Waste Committee

April 6, 2023

Virtually

6:30 PM

Attendance: Councillor Emons, Niki Pennings, Caitlin Wight, Jess Andrews, Richard Andrews, Shannon Lynch. Regrets: Andrea Kerkvliet

### 1. Call to Order

Meeting called to order by Councillor Emons at 6:35 PM

### 2. Approval of Agenda

Agenda was approved through Resolution No.7. Moved by Shannon Lynch, Seconded by Jess Andrews.

RESOLVED that the agenda of the April 6, 2023, committee meeting of the Southwold Zero Waste Committee be approved. DISPOSITION: Motion Carried

### 3. Adoption of Minutes from March 9, 2023, Meeting

Adoption of the minutes from meeting on January 12, 2023, approved through Resolution No.8. Moved by Shannon Lynch, Seconded by Jess Andrews

RESOLVED that the minutes of the meeting of the Southwold Zero Waste Committee on March 9, 2023, be approved. DISPOSITION: Motion Carried.

Business arising from previous minutes:

- Earth Day Activities
  - Poster is done – Sarah to post around Shedden. Shannon to post on some mailboxes in her area. Jess mentioned that Grayden was going to talk about on his mayor's update
  - Niki updated that they already have battery collection at the library.
  - Schedule:
    - Thursday Night – Shannon, Andrea,
    - Friday – Sarah, Shannon
    - Saturday – Shannon all day, Sarah late morning till end, Richard AM

- Shannon to connect with Andrea on game ideas.
- Print Posters
- Composter / digester – Caitlin coordinate with John to have one of each there.
  - Caitlin to print materials for them.
- Message on sign – Caitlin coordinate with John
- Richard has flyers for wildflower mixture.
- Lower Thams has a display that they are sending along.
- Have information there on FOG Containers – examples of what can be used.
- Sarah to ask about getting a message on the sign at the Wayside.
- CIB Plant Sale
  - To have composter / digester there with Zero Waste sign
- SCPA Bike Rodeo
  - Need to order 150 more water bottles, exact ones as previous.
  - Rest of water bottles left from previous will be for Earth Day
  - Bike swap discussed for 12:30-2:30 pm
- Canada Day committee
  - Asked Zero Waste committee to participate in event again this year in same capacity.
  - To be discussed further

## Delegation of Duties

Caitlin – Order water bottles

Sarah – boxes, small recycling bins,

Andrea, Shannon - games

Niki –

Richard – KCCA information on tree planting

Jess – boxes, coffee cups

## Adjournment

The next meeting to be May 11, 2023, 6:30 PM Virtually. Approved through Resolution No. 9. Moved Niki Pennings, Seconded by Jess Andrews. RESOLVED that the meeting be adjourned at 7:16 PM and that the next meeting be scheduled for Thursday, May 11, 2023, 6:30 PM virtually. DISPOSITION: Motion Carried.





# ELGIN COUNTY

## 2023 UPDATE

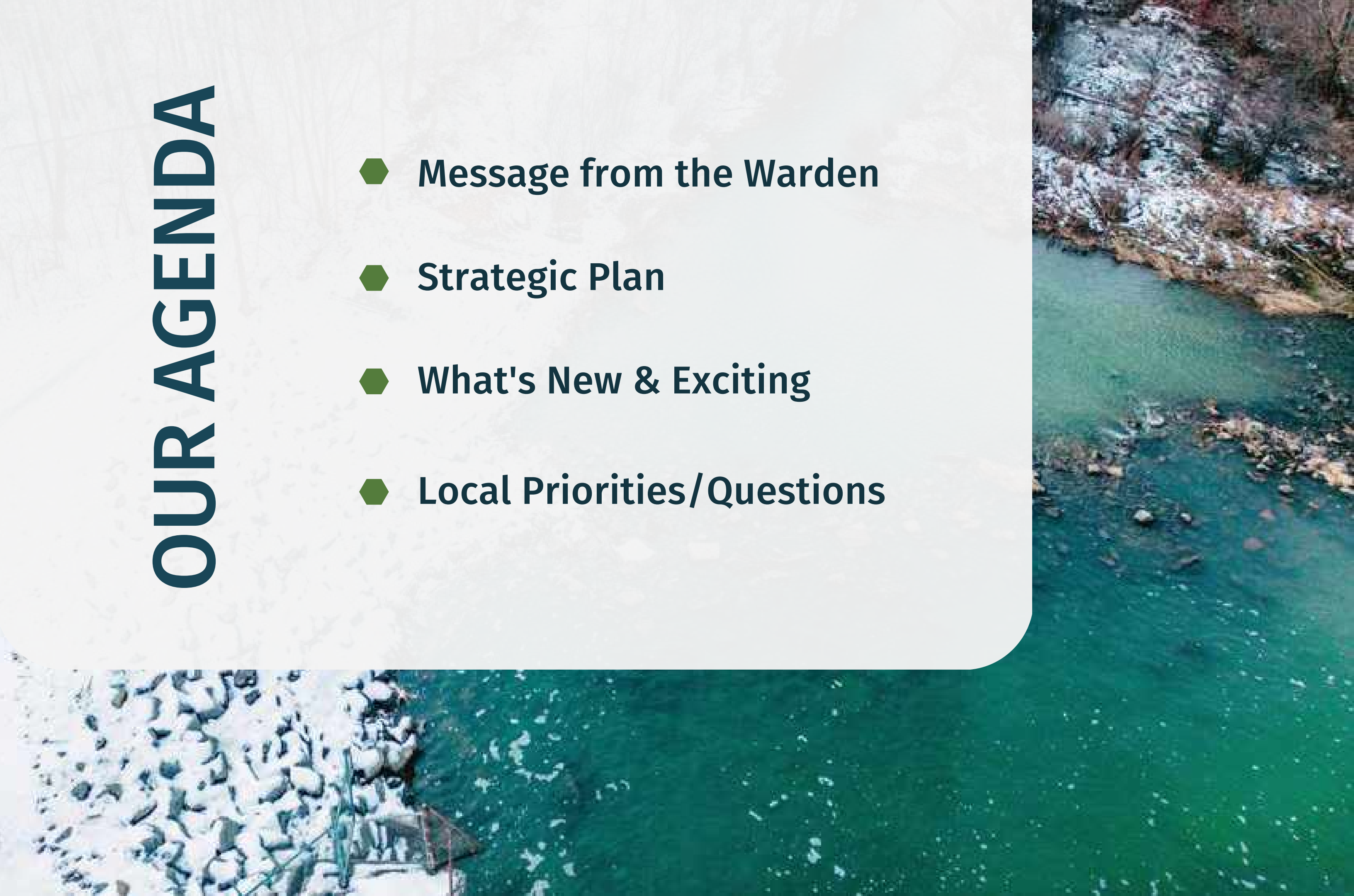
Warden Ed Ketchabaw

Julie Gonyou, Chief Administrative Officer





# OUR AGENDA

- ◆ Message from the Warden
  - ◆ Strategic Plan
  - ◆ What's New & Exciting
  - ◆ Local Priorities/Questions
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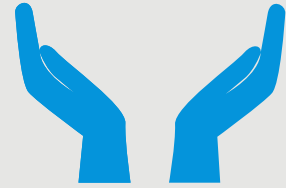




# **WARDEN'S MESSAGE**

Ed Ketchabaw  
2023 Warden

# STRATEGIC PLAN: 2020 - 2022



To re-design how we respond to community needs in a creative, sustainable way.

We do this by focusing on:

1. Ensuring alignment of current programs and services with community need.
2. Exploring different ways of addressing community need.
3. Engaging with our community and other stakeholders.



To be the place where people want to live, work and play.

We do this by focusing on:

1. Planning for and facilitating commercial, industrial, residential, and agricultural growth.
2. Fostering a healthy environment.
3. Enhancing quality of place.



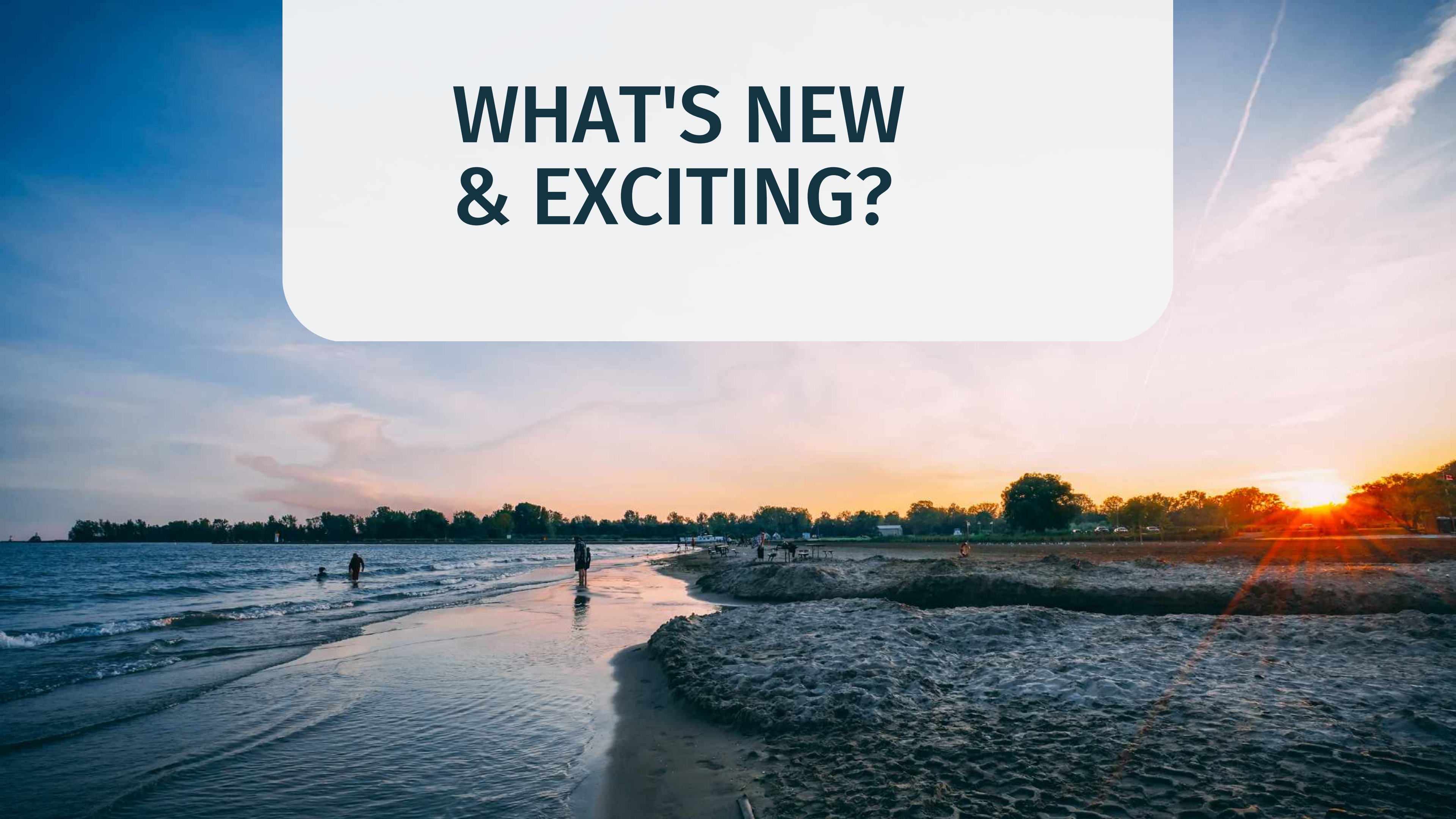
To make responsible financial decisions.

We do this by focusing on:

1. Ensuring we have the necessary tools, resources and infrastructure to deliver programs and services now and in the future.
2. Delivering mandated programs and services efficiently and effectively.



# WHAT'S NEW & EXCITING?







WESTERN ONTARIO  
**WOWC**  
WARDENS CAUCUS

- ◆ The Western Ontario Wardens Caucus Inc. (WOWC) is a not-for-profit organization representing 15 upper and single tier municipalities in Southwestern Ontario with more than three million residents.
- ◆ WOWC aims to enhance the prosperity and overall well-being of rural and small urban communities across the region.
- ◆ WOWC advocates on behalf of Counties on key items such as; infrastructure, transportation, long-term care, broadband and economic development.





- ◆ Elgin County is a member of SCOR EDC - a regional partnership comprised of the Counties of Brant, Elgin, Middlesex, Norfolk and Oxford.
- ◆ Provides planning coordination for regional issues, implements regional economic development priorities, identifies funding sources, partners with other levels of government, and acts as a regional catalyst for investment.





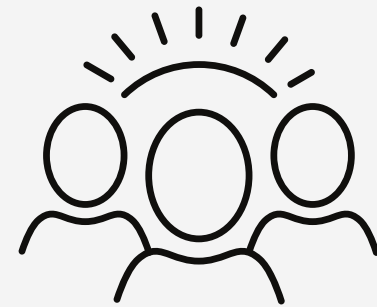
# HEALTH RECRUITMENT PARTNERSHIP (HRP)



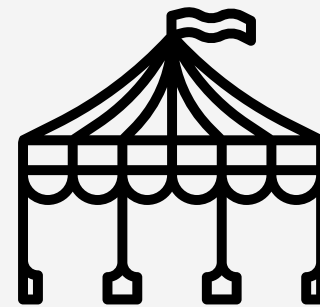
- ◆ In 2023, Elgin County will invest \$71,790 to support the Elgin-St. Thomas HRP.
- ◆ In response to the growing local demand for primary physicians in the community, this joint initiative aims to attract new Family Physicians to the area and offer new physicians support as they join the community.
- ◆ At least 1M Ontarians do not have access to primary care, and at least one (1) in five (5) family doctors in the province plan to retire in the next five (5) years.
- ◆ In 2021-22, five (5) physicians retired, approximately ten (10) local physicians will retire in the next five (5) years, and three (3) may retire in 2023.
- ◆ In Elgin, there were at least 10,000 unattached patients in 2020.
- ◆ The Committee offers an annual Scholarship Program for local students pursuing a family medicine career.
- ◆ Initiated in 2008, this Committee provides physicians with grants to help attract them to the Elgin-St. Thomas area.
- ◆ To date, a total of \$1,123,280 has been allocated to support 36 physicians and 1 nurse practitioner from 2008 - 2023.
- ◆ The majority of recipients have received the current maximum amount of \$33,000.



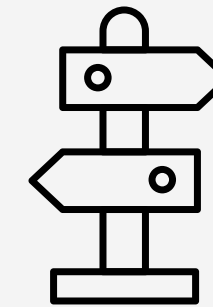
# COMMUNITY GRANT PROGRAM (CGP)



COMMUNITY  
SERVICES



FESTIVALS  
& EVENTS



COMMUNITY  
SIGNAGE

- ◆ In 2023, Elgin County will invest \$72,900 (\$3.68 per household x 19,800 ) towards the CGP.
- ◆ Eligible non-profit community groups can apply for up to 50% of their program, service or event up to a maximum of \$10,000.
- ◆ The CGP invests in both established and emerging community programs and events that meet identified community need, build capacity, and support Elgin County's Strategic Plan 2020-2022.
- ◆ Through this program, organizations and services can apply for supplementary funds to strengthen their responsiveness, effectiveness and resilience.



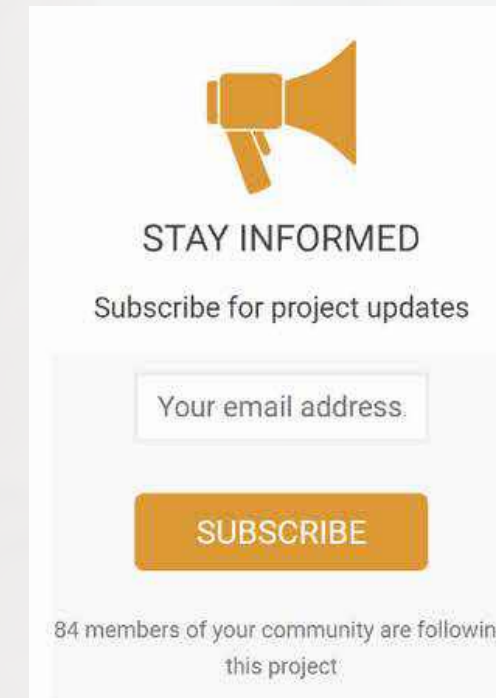


# ADMINISTRATION BUILDING ELEVATOR & ACCESSIBILITY UPGRADES

- ◆ In 2023, Elgin County is investing \$2.9M in upgrades to its Administration Building.
- ◆ Upgrades to the original 1930s vintage elevator systems at the Administration Building are required to address accessibility deficiencies on the main level to ensure compliance with the Province's Accessibility for Ontarians with Disabilities Act.



# COMMUNITY ENGAGEMENT



- ◆ Engage Elgin encourages the community to follow and participate in engagement opportunities to help shape projects, policies and initiatives.
- ◆ Councillors, staff, residents, community partners and businesses are encouraged to share ideas that will make Elgin County a better place to "live, work and play."

[www.engageelgin.ca](http://www.engageelgin.ca)





- ◆ The County of Elgin is developing a Transportation Master Plan (TMP).
- ◆ The TMP is the first comprehensive master planning exercise for the County's transportation network and will be coordinated with the County's ongoing Official Plan update.
- ◆ This Plan will be designed to look at "the big picture", identifying challenges, alternatives, steps and actions to take the County of Elgin from where we are today to the multi-modal transportation network and the landscape we envision for our future.
- ◆ The Plan will span 30 years and focus on developing an integrated vehicular transportation network, enhancing active transportation amenities (cycling), and exploring transit options for Elgin's communities.

[www.engageelgin.ca/transportationmasterplan](http://www.engageelgin.ca/transportationmasterplan)





- ◆ Terrace Lodge Long-Term Care Home is located in Malahide Township.
- ◆ Terrace Lodge was originally built in 1977 and has been home to hundreds of Elgin County residents over the past 40 years.
- ◆ The redevelopment has been designed to better meet the complex needs of Long-Term Care residents in 2021 and beyond.
- ◆ The redevelopment will maintain the 100 beds currently available at Terrace Lodge and consist of an addition and significant renovations to existing areas.
- ◆ Anticipated completion is mid-year 2024
- ◆ Project cost ~\$36M

[www.engageelgin.ca/tlredevelopment](http://www.engageelgin.ca/tlredevelopment)



**Terrace Lodge**  
COMFORTS OF HOME

- ◆ Fundraising campaign aimed at creating an inviting and state-of-the-art Home with a more familiar physical environment.
- ◆ Fundraising goal: \$675 (almost 1/2 way there!)
  - Beautifying the courtyards
  - Provide the "Comforts of Home"
  - Enhance resident enjoyment and activities
  - Support families

[www.donatetoterracelodge.ca](http://www.donatetoterracelodge.ca)





- ◆ We are pleased to announce that the Draft Elgin County Official Plan (OP) was endorsed by Rural Initiatives Planning Advisory Committee in February 2023 and is now available for public review and comment.
- ◆ This document is the culmination of over two years of research, analysis, and community consultation, resulting in an updated and refreshed vision for Elgin County's future.
- ◆ The draft OP is built around ten strategic directions that will help to guide policies and decision-making on important matters such as but not limited to: housing; economic development; the rural area; and natural resource management.

[www.engageelgin.ca/officialplanreview](http://www.engageelgin.ca/officialplanreview)



# POPULATION, HOUSING AND EMPLOYMENT FORECASTS & ASSOCIATED LAND NEEDS ANALYSIS

- ◆ This report (Discussion Paper #3) is a key background document to the Official Plan Review. It provides a long-range growth outlook for the County and its lower-tier municipalities and assesses urban land requirements to 2051. It also provides Official Plan policy recommendations to managing growth over the next 30 years consistent with the Provincial Policy Statement, 2020 (PPS).
- ◆ The report also provides population, housing, and employment forecasts for the County of Elgin to 2051.

[www.engageelgin.ca/officialplanreview](http://www.engageelgin.ca/officialplanreview)





# A PATH FORWARD ON LIBRARY FINES

at  ElginCountyLibrary

- ◆ The Fine Free movement seeks to remove barriers of access to everyone in a community. Research shows that fines are not as much of an incentive to return materials as once believed. Materials that are overdue for a long time will still be subject to replacement costs.
- ◆ We are taking a phased in approach to going "fine-free" over the next few years.

[www.engageelgin.ca/libraryfines](http://www.engageelgin.ca/libraryfines)





## ELGIN COUNTY LIBRARY 2022 STATISTICS



Jan. 5-30

**Modified Step 2:**  
Branches Open;  
Curbside Plus

Jan. 31-Feb. 17

**New Step 1:**  
Branches Open;  
Curbside Plus

Feb. 18-Mar. 1

**New Step 2:**  
Branches Open;  
Curbside Plus

Mar. 2-28

**New Step 3:**  
Curbside Plus; In-Person  
Staff-Led March Break  
Programs Return

Apr. 1-28

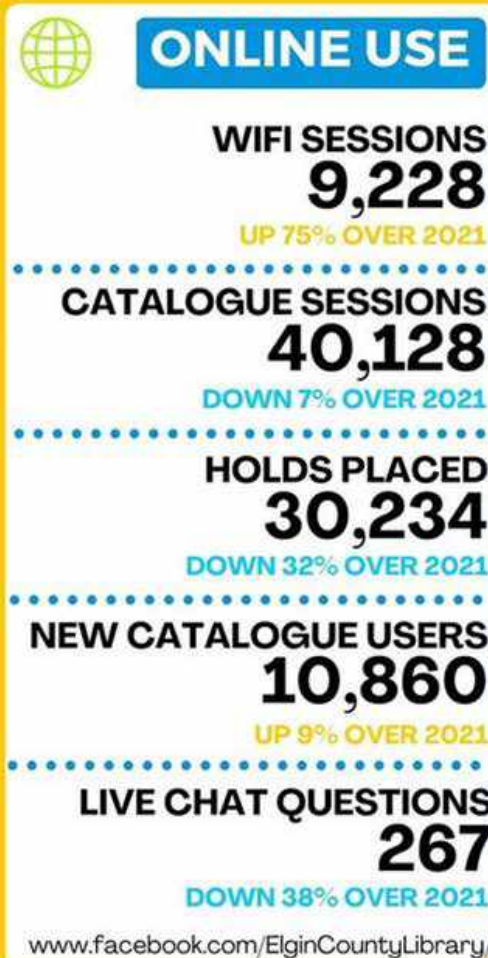
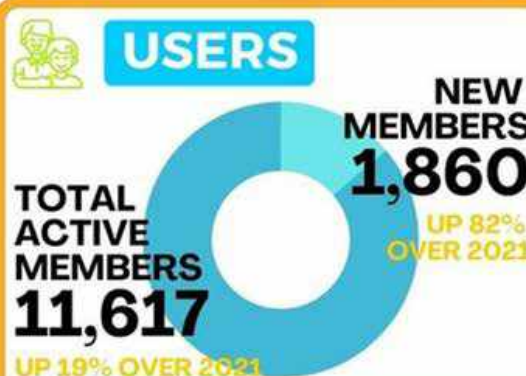
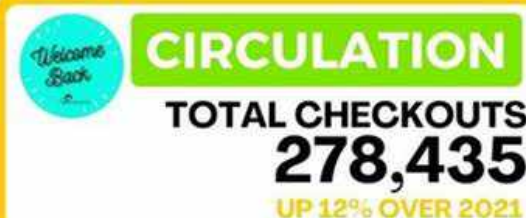
**Network Disruption:**  
Branches Open; Modified  
Offline Service

Apr. 29-May 5

**Network Disruption  
Recovery:** Branches  
Open & Process Offline  
Transactions

May 6-Dec. 31

**Pandemic & Network  
Disruption Recovery  
Continues; Fine Free  
Approach Begins (Jun. 1)**







- ◆ On March 28, 2023, Elgin County Council approved its 2023 operational and capital budget of \$92.6M. For this year, residents can expect a 3.76% increase in the County portion of their municipal property taxes. This share of municipal taxes supports road and bridge maintenance on county roads, paramedic services, community planning, long-term care homes, libraries, and more.
- ◆ Homeowners will see a slight addition of \$23.88 for every \$100,000 of residential property assessment.

### Budget Highlights:

- ◆ Continuing with existing services and operations, including a non-union salary increase of 2.5%;
- ◆ Enhanced land ambulance services by implementing a transport-capable ambulance in the Municipality of Bayham;
- ◆ Recognizing impact of high rate of inflation cost-cutting measures and efforts to modernize services are included across service areas; and
- ◆ Ongoing investment in transportation and critical infrastructure.





# COMMUNITY PARAMEDICINE



- ◆ Beginning March 1, 2023, eligible residents in Elgin County and St. Thomas will have access to Community Paramedicine.
- ◆ This referral-based program is entirely funded by the Province and will bring high-quality care to residents living in seniors housing and retirement homes while offering accessible home-based care for our community's most vulnerable population.
- ◆ Community paramedics will work collaboratively with primary care and community care providers to deliver the following mobile support to residents:
  - In-person and Remote Patient Monitoring services
  - Chronic/complex disease monitoring /surveillance
  - Medication safety and reconciliation
  - In-home visits and point-of-care testing capabilities; and
  - Client and family navigation, coordinated care planning to various services, agencies and resources.

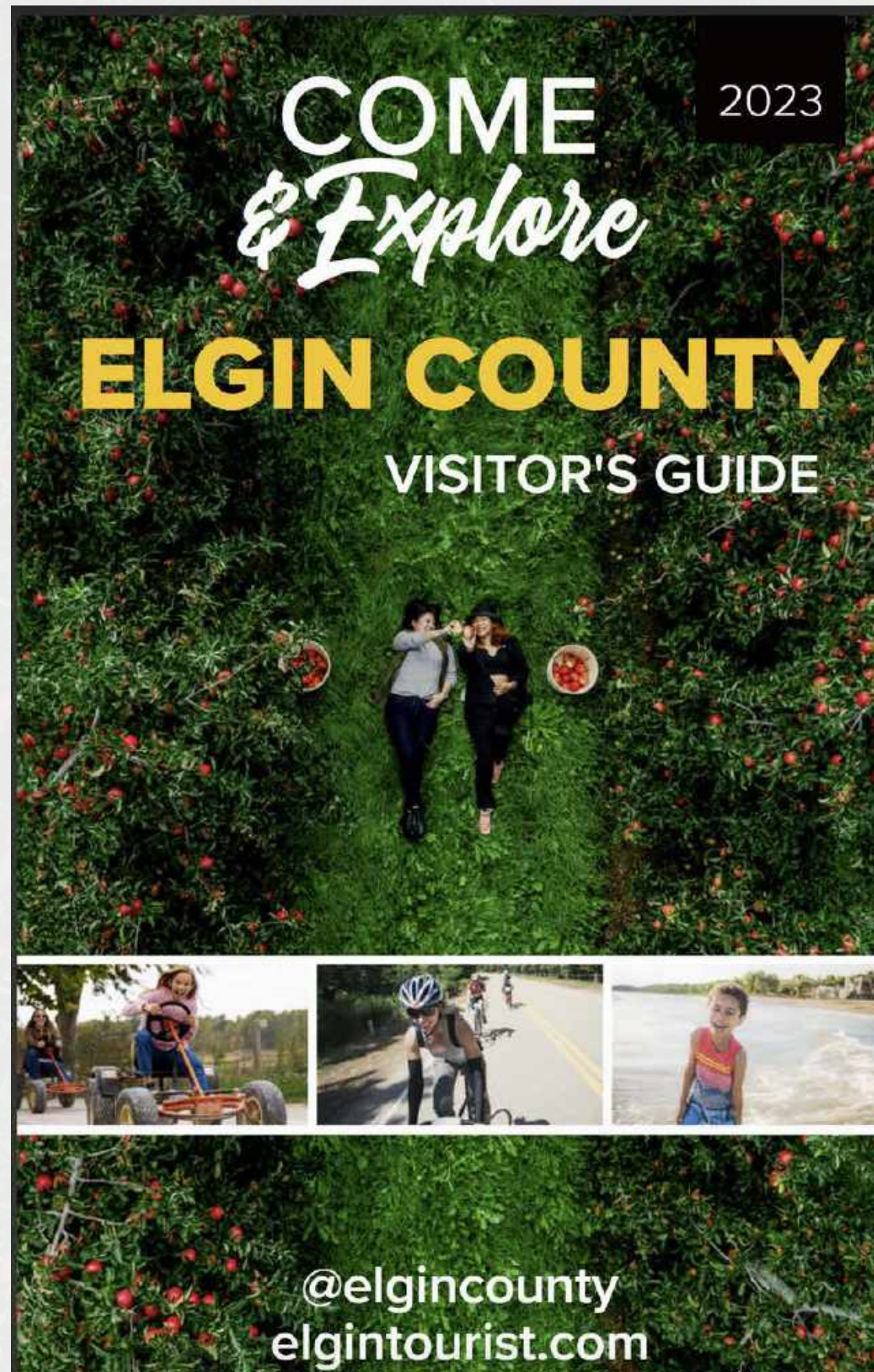




[www.engageelgin.ca/connectedelgin](http://www.engageelgin.ca/connectedelgin)

- ◆ The need to improve high-speed internet connectivity across Elgin is a key priority for Elgin County Council. Work is underway to support availability, affordability, speed, and awareness.
- ◆ Input and data was collected from the community regarding current internet availability, access and usage.
- ◆ Elgin County engaged IBI Group to complete an analysis of current state and provide recommendations for future state.
- ◆ An advocacy plan was developed and supported by County Council. Work is ongoing.
- ◆ Work is underway by Southwestern Integrated Fibre Technology Inc (SWIFT) to expand broadband service to 1,132 locations throughout West Elgin, Dutton Dunwich and the Township of Southwold. SWIFT has partnered with North Frontenac Telephone Corporation and EH!tel Networks on these projects.
- ◆ In 2021, Ontario passed the Supporting Broadband and Infrastructure Expansion Act, 2021 to help speed up construction of broadband projects. To build upon this legislation, the Ontario government passed the Getting Ontario Connected Act, 2022, which further reduces barriers, duplication and delays. In 2022, the Province announced the Accelerated High-Speed Internet Program, and Xplornet will undertake the work required to bring fibre to more areas in Elgin County.





# ECONOMIC DEVELOPMENT & TOURISM

*Prefer a digital copy?*



Scan here to be directed to the online version



[elgintourist.com](https://elgintourist.com)







[www.elgintourist.com](http://www.elgintourist.com)

[www.progressivebynature.com](http://www.progressivebynature.com)

# BUSINESS RETENTION & EXPANSION

- ◆ Elgin County's Economic Development and Tourism will be launching a community engagement project later this year. The project will see staff visiting local businesses to understand their needs and concerns in order to help retain and create jobs.
- ◆ The initiative aims to build relationships with existing businesses, strengthen community capacity and identify positive and negative aspects of the business environment. The team will also address immediate concerns of individual businesses and collect data to inform economic planning.
- ◆ This data will inform our action plan to increase competitiveness, enable business development, investment and job creation, and enhance the overall business environment.





Funding up to \$15,000 per year  
for Commercial and Agricultural  
Business Improvements!

- ◆ Elgin County invests \$80,000 in a Community Improvement Plan called "Elgincntives".
- ◆ A Community Improvement Plan (CIP) is a tool that allows municipalities to direct funds and implement policy initiatives toward specifically defined project areas.
- ◆ The Elgin County Economic Development office has prepared this CIP in order to achieve important community goals such as:
  - Facilitating and coordinating the improvement of neighbourhoods and designated areas;
  - Stimulating economic growth and development;
  - Assisting businesses and property owners with repairs, restorations and redevelopment projects; and,
  - Raising awareness of local needs and priorities.
- ◆ Having a CIP in place allows the municipality to assist financially with improvements to private properties.





taste

EXPERIENCE THE  
FLAVOURS OF ELGIN  
AND ST. THOMAS



# savour ELGIN

- ◆ We are redesigning our Savour Elgin guide. With a fresh new logo and a magazine-style layout, the Savour Elgin Guide will highlight our signature culinary experiences.
- ◆ To reach a wider audience, we are not only printing the new Savour Elgin Guide but also creating a digital version complete with interactive links and easy sharing functions.



# WELCOME HOME CAMPAIGN



- ◆ In 2022, Elgin County launched a "Welcome Home Campaign" to celebrate our communities and inspire a sense of pride in residents, as well as attract future residents, visitors, and investors.
- ◆ The next phase of the campaign involves furnishing a model home in Elgin County with locally sourced furnishings, decor, and art. This initiative aims to promote the unique products of the county while continuing to market it as a great place to live, work, and play.

[www.facebook.com/watch/?v=1110594976159617](https://www.facebook.com/watch/?v=1110594976159617)





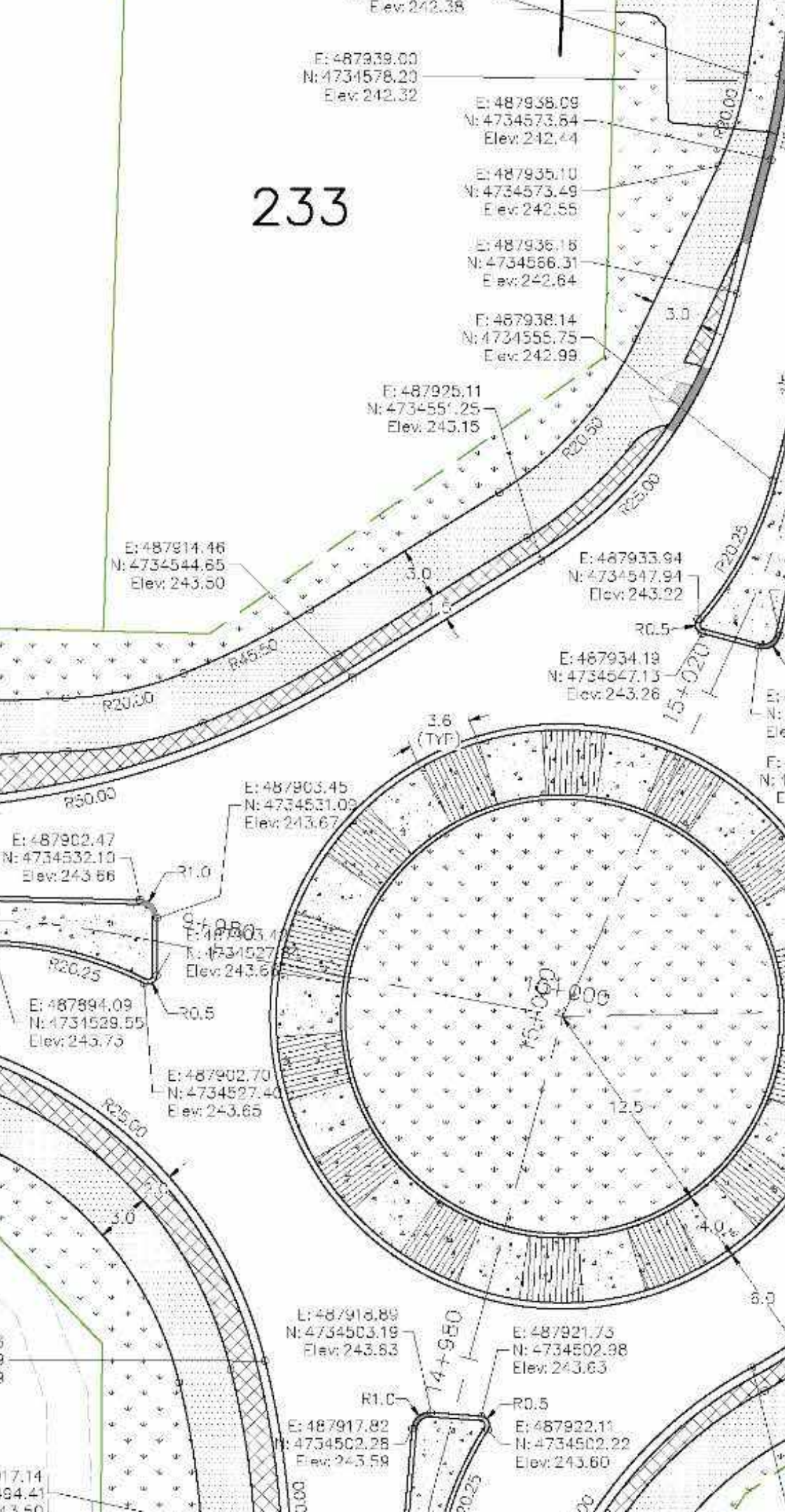
- ◆ Elgin County was thrilled to work with the Township of Southwold as it supported Broccolini and the development of the former Ford Assembly Plant in Talbotville.
- ◆ This 2M square foot facility is slated to be among the top six highly automated plants Amazon operates globally.
- ◆ The fulfillment centre is anticipated to need 1,500 workers.





# CENTENNIAL / ELM INTERSECTION IMPROVEMENTS

- The County of Elgin, in partnership with the Municipality of Central Elgin and the City of St Thomas, will be constructing a roundabout at the intersection of Centennial Road and Elm Street.
- Work includes the removal of existing infrastructure, minor storm and sanitary sewer works, the installation of new curbs, asphalt and sidewalks.
- The circulating island will be naturalized with native pollinator plantings. The intersection will be closed for the duration of the construction, and a signed detour route will be established.
- Project cost: \$1.78M







- ◆ Elgin County received provincial designation as a regional training centre for firefighters in 2021.
- ◆ The training centre provides firefighters from Elgin County, Middlesex County and Southwestern Ontario with the opportunity to receive new recruit training and higher-level training courses.







- ◆ Work is underway to support a renewed Age Friendly Network for Elgin and St. Thomas.
- ◆ Elgin County undertook a Seniors Services Study in 2022.
- ◆ More to come!





# LOCAL PRIORITIES





# QUESTIONS?







## TOWNSHIP OF SOUTHWOLD

### Report to Council

**MEETING DATE:** April 24, 2023

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

**REPORT NO:** PLA 2023-13

**SUBJECT MATTER: Zoning By-law Amendment Application ZBA 2023-03 –  
Recommendation Report**

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**Recommendation(s):** THAT Council defer the proposed Zoning By-law Amendment Application ZBA 2023-03, to consider comments received from municipal staff and at the public meeting.

**Purpose:** The proposed Zoning By-Law Amendment (ZBA) Application would rezone the parcel from Residential 1 (R1) Zone to Residential 1 Special Provision Zone (R1), to allow for decreased minimum rear and exterior side yard setbacks, and maximum lot coverage.

Three site specific provisions are being requested as part of this ZBA Application:

1. A site specific provision to permit a minimum required rear yard setback of 6m (19.7 feet) whereas 9m (29.53 feet) is required.
2. A site specific provision to permit a minimum required exterior side yard setback of 4m (13.12 feet) whereas 6m (19.7 feet) is required.
3. A site specific provision to permit a maximum lot coverage of 50% whereas 40% is required.

**Background:**

Below is background information in a summary chart:

<b>Application</b>	ZBA 2023-03
<b>Owners/Applicants</b>	Woodland Way Developments Inc. C/O Jim Bujouves
<b>Agent</b>	Strick Baldinelli Moniz Ltd. C/O Nick Dyjach
<b>Legal Description</b>	CON SNBTR PT LOT 40
<b>Civic Address</b>	10247 Talbotville Gore Road
<b>Entrance Access</b>	Talbotville Gore Road
<b>Water Supply</b>	Municipal Water
<b>Sewage Supply</b>	Municipal Sanitary Sewers
<b>Land Area</b>	1.87 Hectares (4.61 Acres)

<b>Buildings and Structures</b>	N/A Proposed Residential Development
---------------------------------	--------------------------------------

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

<b>10247 Talbotville Gore Road</b>		
<b>Frontage</b>	<b>Depth</b>	<b>Area</b>
94.54 m (310.2 ft)	327.69m (1075.1 ft)	1.87 Ha (4.61 acres)

**Figure One: Subject Area Map 10247 Talbotville Gore Road (Not to Scale)**



### **Planning Policy Review:**

The Provincial Policy Statement (PPS), County of Elgin Official Plan (CEOP), Township of Southwold Official Plan (OP), and the Township of Southwold Zoning Bylaw (ZB) were all reviewed to ensure the proposed Zoning Bylaw Amendment complies with all legislation.

The planning analysis is summed up in the chart below.

Legislation	Section(s)	Relevance To Application	In Compliance
Provincial Policy Statement	11.3.1	Settlement areas shall be the focus of growth and development.	Yes Parcel is in Settlement Area
County of Elgin Official Plan	B2.6	General criteria that must be satisfied prior to any new development in existing settlement areas.	Yes Because all criteria will be satisfied
Township of Southwold Official Plan	5.2.2.2	Types of development permitted in a Settlement Area.	Yes Because the proposed development is permitted
Township of Southwold Zoning Bylaw	8.2	In accordance with Section 8.2 the Regulations of the Residential 1 (R1) Zone apply.	Does not comply hence reason for ZBA

### **Circulation Of the Application:**

The application was circulated to the applicable commenting agencies and neighboring property owners within 120 meters of the subject lands on April 3, 2023, prior to the public meeting (minimum 20 days required).

Additional information related to the application is available on the website:  
<https://www.southwold.ca/en/business-and-development/current-planning-applications.aspx>

### **Township Department Comments**

#### **Building Department**

I believe a big concern was the lot coverage of 50% and providing proper drainage.



### **CAO Comments**

- Could the proponent explore options for all condo lots to be accessible from the internal road, rather than Talbotville Gore
- Could the previously approved 4 severances be incorporated into the Condo development for a more uniform, comprehensive Condo plan.
- Will the 4-street facing condo units require services from the street?
  - With the severances, this results in 8 new services/connections to the newly constructed road
- Visitor parking should be shown on the plan
- Snow storage should be shown on the plan
- Is fencing proposed for the north side between existing residential development?
- What does "Subject to easement as in instrument SW29100" refer to?
- Internal sidewalk from about the Community Mailbox to Talbotville Gore sidewalk for safer pedestrian traffic around entrance area? Would be similar to the Ridge Condo.

What would be permitted for decks off the back? With some of the smaller rear yard setbacks at 6 m, how close could a deck get to the property line?

50% lot coverage – would that be a concern if the drainage was able to be accommodated?

### **Drainage Department**

Proper storm water management required, with a legal outlet.

The submission of a drainage petition and a proposed design plan does not complete the condition of severance for the four lots. Approval of the drain design and entrance onto the federally regulated railways lands not been obtained and may not be obtainable. CN may express concern that surveying and design has occurred on their lands if permissions were not obtained to do design work. The legal outlet has not been created through a drainage by-law under the Drainage Act. We are not yet at a point where the drain under the Drainage Act exists and can be constructed.

Council has received the petition and decided to proceed. There is a legislated process the municipality is required to follow under the Drainage Act.

The process after the appointment of the Engineer is to call an on-site meeting with a legislated notice period of 7 days. The engineer has been contacted about setting up an onsite meeting.

The Engineer then needs to prepare their report and submit it to Council. Once the report has been submitted to Council they can decide to proceed at a regular Council meeting. There is a legislated 10 days notice of the meeting to consider the report.

If at the meeting to Consider the report Council decides to proceed, they will pass a provisional by-law.

A copy of the provisional by-law along with a notice of the Court of Revision will be sent to all assessed landowners shortly after the meeting to Consider the report.

From the mailing of the Provisional By-Law there is a 40 day appeal period to the tribunal and the drainage referee on various aspects of the municipal drain.

The Court of Revision is required to happen between 20 and 30 days after the last mailing of the notice of the Court of Revision. If at the Court of Revision there is an appeal that is presented and decided upon, there is a 20 day appeal period to the Tribunal on the Decision of the Court of Revision.

We would have needed a Council ready report under the Drainage Act already to even have a reasonable chance of meeting the lapsing deadline for the 4 lots. With the time frames mentioned above that the municipality is obligated to under the Drainage Act to abide by there are approximately 60 days required to complete the entire process between the time the engineers report is submitted to Council (with times between council meetings at various stages). Those 60 days on there own will take us to the middle of June 2023, with no appeals. This time frame does not include any time to accommodate the engineer to write the required report, engage the affected landowners, obtain any required permissions and authorizations

The owners of the other affected lands will need to be contacted and engaged. That includes CN (Canadian National Railway). Historically CN Rail has been very slow or nonresponsive on drainage issues under the Drainage Act in southern Ontario. They have held up and/or delayed drainage act activities. Some activities have not been able to proceed because CN has not provided approvals.

In other municipalities in Southern Ontario CN has expressed the opinion that they are a federally regulated business and as such are **only** responsible to Canadian Federal legislation. They feel that there are no requirements for them to participate or be involved in provincial legislation and regulations as well as local by-laws, both of which are used to construct municipal drains.



By virtue of the fact the CN has a record of not responding to local issues we do not have a certainty that the petitioned for municipal drain can be constructed as proposed and in a timely manner, if at all.

I do not fore see that Council will be able to have a by-law passed by June 23, 2023. Council will not be advised by staff to pass a drainage by-law until authorization has been obtained from CN to work on their land and cross their right of way.

### **Fire Department**

- clarification needed in private hydrant maintenance
- adequate turnaround area for fire apparatus (trucks)
- clear, permanent address/unit identification

### **Infrastructure Department**

- Condominiums should be serviced internally, only one connection to the street for sanitary and water.
- Prefer only one access permitted to the condo complex to the roadway, prefer to see driveways for units be placed inside the complex.
- Was consideration ever given to doing town/row house style condos for density with a shared parking lot? This would remove the multiple access, complete internal servicing and would increase density, would also contribute to diversifying the housing available.

### **Roads Department**

- Definitely the multiple driveways onto the roadway are a concern and the frontage road and sidewalk would be serviced by us.

### **Treasury Department**

Some concerns from finance are around the fees to be charged for water connections, sewer connections, DCs and parkland in lieu.

- Fee for the condo units facing Talbotville Gore compared to units inside the development would have have to be reviewed
- Cash-in-Lieu of Parkland – there would need to a determination based on the Condo portion and 4 severed parcels, based on the proposed plan

### **Water Department**

- No Concerns

## **Agency Comments**

### CN Rail

I received a confirmation from CN real estate that there are no planned rail operations adjacent to these lands. All active rail operations take place east of Sunset Drive. In light of this information, CN Rail does not have any comments concerning this application and you may discard CN conditions communicated in my pervious email.

### Public Comments

- At the time of submission of this report, no comments were received.

## **Financial Implications:**

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

Although, it is Planning Staff's opinion that the proposed Zoning By-law Amendment is consistent with the PPS, conforms to the CEOP and conforms to the OP; it is recommended that the request for the Zoning By-law Amendment be deferred, subject to comments being received from Township staff and at the public meeting.

Once a Council decision is made, Notice will be sent to those who have requested a copy and/or attended the public meeting.

There will be a 20 day appeal period after the Notice is sent out. Any appeals received by the Township of Southwold will be forwarded to the Ontario Land Tribunal (OLT) for a hearing in accordance with the *Planning Act*.

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

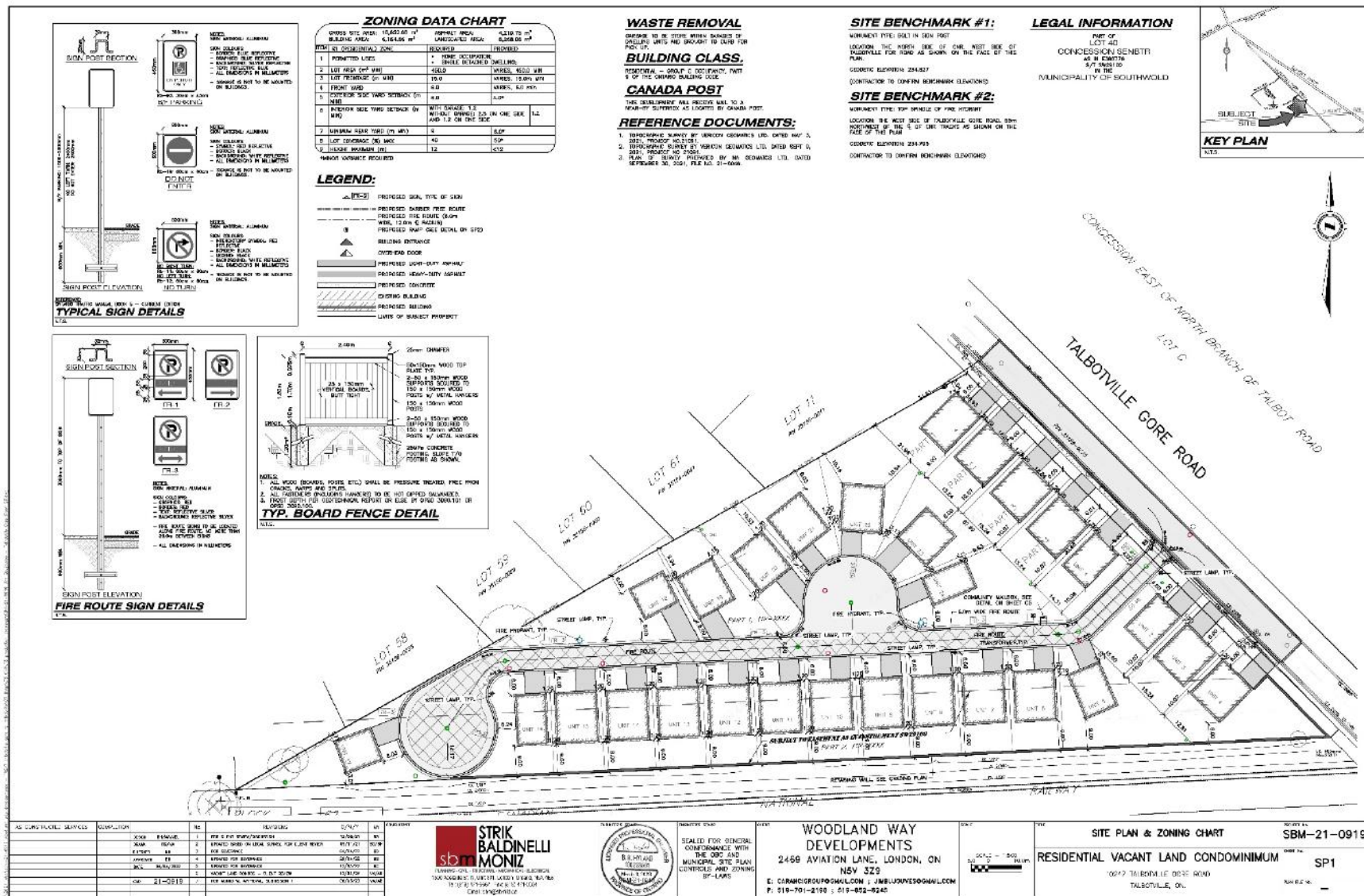
**Approved for submission by:**  
**Jeff Carswell**  
**CAO/Clerk**  
**"Approved Electronically"**

Appendices:

1. Appendix One: ZBA 2023-03 Sketch



## Appendix One: Site Plan Sketch







## TOWNSHIP OF SOUTHWOLD

### Report to Council

**MEETING DATE:** April 24, 2023

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

**REPORT NO:** PLA 2023-14

**SUBJECT MATTER: Zoning By-law Amendment Application ZBA 2023-04 – Recommendation Report**

---

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

THAT Council approve the proposed Zoning By-law Amendment Application ZBA 2023-04, in accordance with the site-specific By-law contained within Appendix Two of Report PLA 2023-14.

#### **Purpose:**

The proposed Zoning By-Law Amendment (ZBA) Application would rezone the retained parcel from Agricultural 1 (A1) Zone to Agricultural 3 (A3) Zone to prohibit future residential development. The retained parcel will continue to be used for agricultural purposes. The severed parcel will be rezoned from Agricultural 1 (A1) Zone to Agricultural 1 (A1) Special Provision Zone, to allow for increased lot area, and decreased lot frontage.

Two site specific provisions will be required as part of this ZBA Application.

1. A site specific provision to permit a maximum lot area of 1.67 Acres (0.66 Hectares) whereas 1.48 Acres (0.59 Hectares) is required.
2. A site specific provision to reduce the required lot frontage to 25.5m (83.66 feet) whereas 30m (98 feet) is required.

Consent Application E58-22 was approved to sever a dwelling excess to a farming operation.

#### **Background:**

Below is background information, in a summary chart:

<b>Application</b>	ZBA 2023-04
<b>Owners/Applicants</b>	Echo Acres/Ernst Hoffsuemer
<b>Agent</b>	Don Ferguson.



<b>Legal Description</b>	CON 4 LOT 22 RP 11R1690 PART;1
<b>Civic Address</b>	38652 Longhurst Line
<b>Entrance Access</b>	Longhurst Line
<b>Water Supply</b>	Municipal Water
<b>Sewage Supply</b>	Privately owned and operated septic system

Figure 1 below, depicts the subject lands.

**Figure 1: Subject Area Map (Not to Scale)**





Severed Parcel			Retained Parcel		
Frontage	Depth	Area	Frontage	Depth	Area
25.53m (83.75ft)	161.60m (530.18 ft)	0.658Ha (1.627 acres)	602.00 m (1975.07 ft)	1070m (3510.5 ft)	58.6 Ha (144.8 acres)

The sketch, depicting the subject lands, is attached to this report as Appendix One for reference purposes.

### Planning Policy Review:

The planning analysis is summed up in the chart below.

Legislation	Section(s)	Relevance To Application	In Compliance
Provincial Policy Statement	2.3.4.1.c)	Residence surplus to a farming operation as a result of farm consolidation	Yes Because this criteria will be satisfied
County of Elgin Official Plan	E1.2.3.4 b)	Lot is to be created to accommodate a habitable residence that has become surplus to a farming operation	Yes Because this criteria will be satisfied
Township of Southwold Official Plan	7.23.4 e)	A habitable farm dwelling made surplus to the needs of a farm operation, as a result of farm consolidation,	Yes Because this criteria will be satisfied
Township of Southwold Zoning Bylaw	8.2	In accordance with Section 8.2 the Regulations of the Residential 1 (R1) Zone apply.	Does not comply hence reason for ZBA



**Circulation of the Application:**

The application was circulated to the applicable commenting agencies and neighboring property owners within 120 meters of the subject lands on April 3, 2023 prior to the public meeting (minimum 20 days required).

Additional information related to the application is available on the website:

<https://www.southwold.ca/en/business-and-development/current-planning-applications.aspx>

Township Department Comments

No concerns from Township staff.

Agency Comments

No agency comments were received.

Public Comments

At the time of submission of this report, no comments were received.

**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 Zoning By-law Amendment is consistent with the PPS, conforms to the CEOP and conforms to the OP; and recommends that the request for the Zoning By-law Amendment be approved, subject to no concerns being raised through any oral and written submissions.

Once a Council decision is made, Notice will be sent to those who have requested a copy and/or attended the public meeting. There will be a 20 day appeal period after the Notice is sent out. Any appeals received by the Township of Southwold will be forwarded to the Ontario Land Tribunal (OLT) for a hearing in accordance with the *Planning Act*.

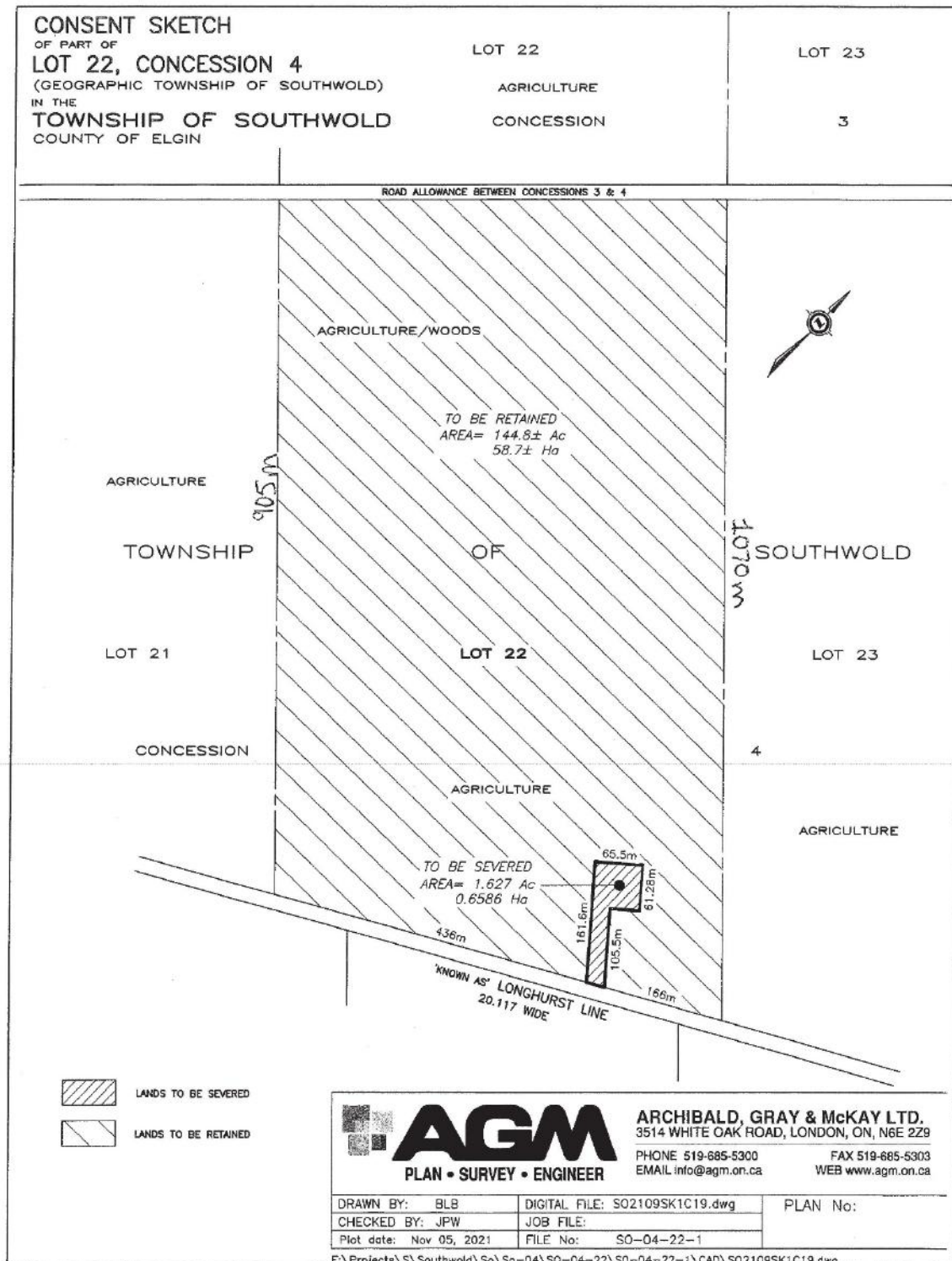
**Respectfully submitted by:**  
**Josh Mueller MCIP, Planner**  
**"Submitted Electronically"**

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

1. Appendix One: ZBA 2023-04 Sketch
2. Appendix Two: ZBA 2022-04 Zoning By-law Amendment



## Appendix One: Site Plan Sketch







**THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD**

**BY-LAW NO. 2023-xx**

**Being a By-law to Amend By-law No. 2011-14**

**THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD  
HEREBY ENACTS AS FOLLOWS:**

1. By-Law No. 2011-14, as amended, is further amended by amending Schedule 'A', Map 3, to change the zone symbols applying to lands legally described as CON 4 LOT 22 RP 11R1690 PART;1 shown on Schedule "A", attached hereto and forming part of this By-law, from Agricultural 1 (A1) Zone to Agricultural 1 Special Provision 70 (A1-70) Zone and Agricultural 3 (A3) Zone.
2. Subsection 5.4 Special Provisions of the By-law is amended by adding the following new Clause as 5.4 (bq):

"(bq) A1-70 As shown on Schedule A, Map 3

  - (i) Regulation
    - Maximum Lot Area 0.66 ha (1.67 ac.)
    - Minimum Lot Frontage 25.5m (83.66 ft.)
3. (a) If no notice of appeal to this By-law is filed with the Clerk of the Corporation of the Township of Southwold within the time prescribed by the regulations, this By-law shall thereupon come into force and shall take effect from the date of its final passing.

(b) If notice of appeal to this By-law is filed with the Clerk of the Corporation of the Township of Southwold within the time prescribed by the regulations, the By-law does not come into force until approved by the Ontario Land Tribunal, or as otherwise provided by the Planning Act R.S.O., 1990.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND  
FINALLY PASSED THIS xx DAY OF \_\_\_\_\_ 2023.**

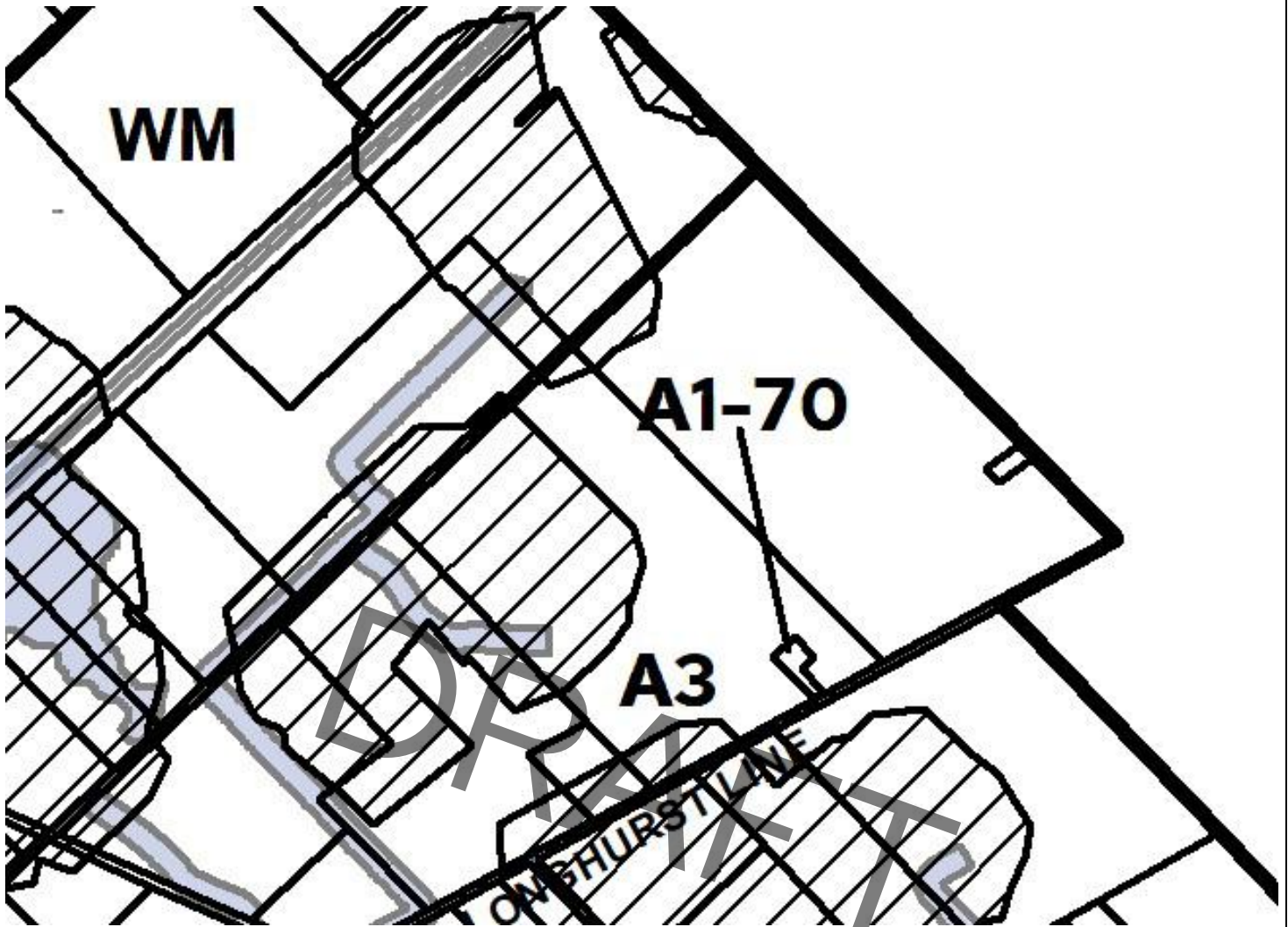
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Mayor  
Grant Jones

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CAO/Clerk  
Jeff Carswell





**NATURAL AREAS AND ADJACENT LANDS**



**CA REGULATION LIMITS**

This is Schedule "A" to Bylaw No. 2023-xx passed on the xx day of , 2023.

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**C.A.O /CLERK**

**TOWNSHIP OF SOUTHWOLD  
COMPREHENSIVE ZONING BY-LAW 2011-14  
SCHEDULE "A" MAP 3**







## TOWNSHIP OF SOUTHWOLD

### Report to Council

**MEETING DATE:** April 24, 2023

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

**REPORT NO:** PLA 2023-15

**SUBJECT MATTER: Consent Application E26-23 – Comments to the County of Elgin**

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

THAT Council recommends approval to the Land Division Committee of the County of Elgin for consent application, E26-23, subject to the Lower-Tier Municipal conditions in Appendix Two of Report PLA 2023-15.

#### **Purpose:**

The proposal is to sever the eastern part of the property from the Canadian National Railway right of way to Wonderland Road.

#### **Background:**

Below is background information in a summary chart:

<b>Application</b>	E26-23
<b>Owners</b>	Elanor Limited Partnership
<b>Applicants</b>	GSP Group – Chris Pidgeon
<b>Legal Description</b>	CON ENBTR PT LOTS 46 TO 49
<b>Civic Address</b>	11884 Sunset Road
<b>Entrance Access</b>	Wonderland Road
<b>Water Supply</b>	Municipal Water (served/retained)
<b>Sewage Supply</b>	Privately owned and operated septic system
<b>Buildings and/or Structures</b>	Severed Parcel- vacant land
<b>Buildings and/or Structures</b>	Retained Parcel- distribution facility



The chart below shows details of the application.

	Hectares	Acres
Area to be Severed	63.56	157.06
Area to be Retained	150.02	370.7

The consent sketch, showing the proposed severance, is attached to this report as Appendix One.

**Figure One:** Subject Area Map 11884 Sunset Road (Not to Scale)



**Planning Policy Review:**



For Consent Applications the Planning Approval Authority is the County of Elgin Land Division Committee. The Township of Southwold provides departmental comments to the County of Elgin for review.

The Provincial Policy Statement (PPS), County of Elgin Official Plan (CEOP), Township of Southwold Official Plan (OP), and the Township of Southwold Zoning Bylaw (ZB) were all reviewed to ensure the proposed lot line adjustment complies with all legislation.

The property is Designated as Tier 2 Settlement Area in the CEOP. The lands are Designated Industrial on Schedule '4E' Talbotville Land Use in the OP. The lands are zoned Commercial Industrial 1 (CM1) Zone in the ZB. The planning analysis is summed up in the chart below.

LEGISLATION	Section(s)	Relevance To Application	In Compliance
Provincial Policy Statement	1.3.2	Protect and preserve employment areas for current and future uses and ensure necessary infrastructure is provided to support current and projected needs.	This proposed severance for future employment uses is compliant with the PPS
County of Elgin Official Plan	E1.2.3.1	Prior to issuing provisional consent for a new lot for any purpose that the lot to be retained and severed meet the following criteria	The proposed severed and retained parcels meet all of the criteria of Section E1.2.3.1
Township of Southwold Official Plan	7.23	The following policies will apply to Land Division within the Township of Southwold	The proposed severed and retained parcels meet all of the criteria of Section 7.23
Township of Southwold Zoning Bylaw	13.0	The CM1 Regulations for lot creation were reviewed and the proposed severed and retained parcels meet the requirements.	Meets all zoning requirements



There are servicing, drainage, and environmental concerns with this property which can be addressed at the time of submission of site plan. The applicant will also be required to enter into a consent agreement with the Township.

### **Circulation of the Application:**

The application and related information were circulated to internal Township departments to provide comments and feedback.

### **Township Department Comments**

#### **Drainage Department**

They will need to obtain a legal drainage outlet for their storm water. Right now they have limited capacity, and they have to cross Clinton Line or CN property to obtain an outlet for a significant portion of this property.

### **Financial Implications:**

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

### **Strategic Plan Goals:**

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

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

### **Summary/Conclusion:**

Therefore, it is Planning Staff's opinion that the proposed application for a lot line adjustment, is consistent with the PPS, conforms to the CEOP the OP, and complies with the ZB. The Township



of Southwold Council recommends to the Land Division Committee of the County of Elgin that the consent be approved, subject to the lower-tier municipal conditions listed in this report.

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

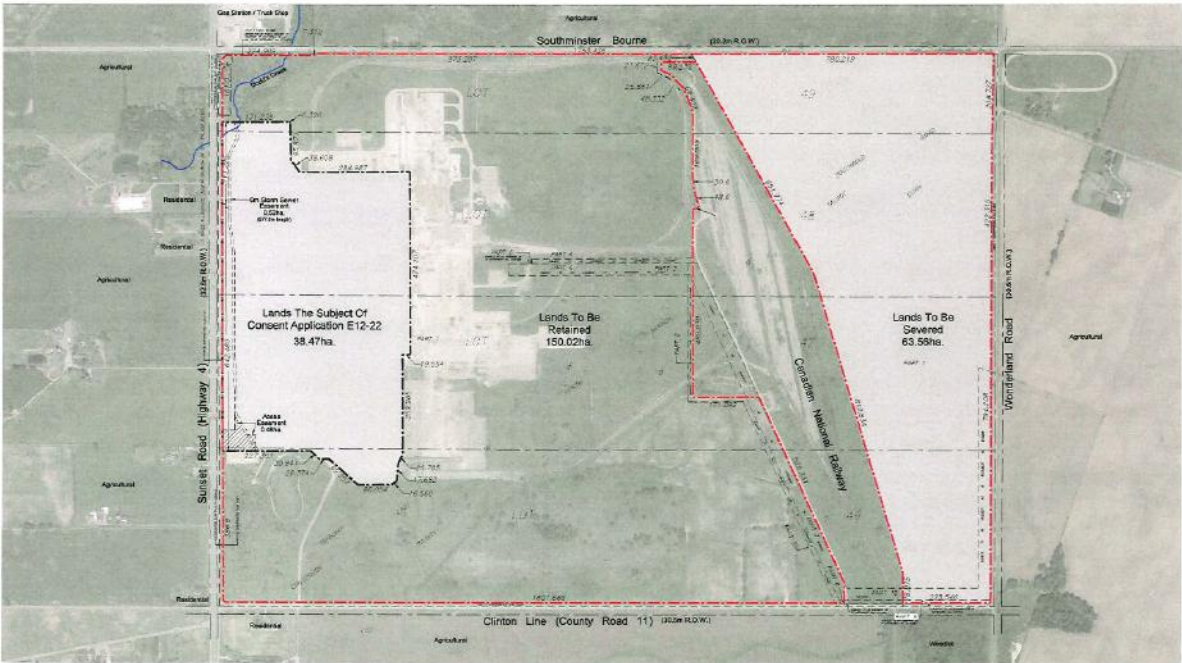
**Approved for submission by:**  
**Jeff Carswell, CAO/Clerk**  
**"Approved Electronically"**

Appendices:

1. Appendix One: Consent Sketch E26-23
2. Appendix Two: Consent Application E26-23 Township Conditions



PLA 2023-15 Appendix One: Severance Sketch



**SEVERANCE SKETCH**  
11884 Sunset Road, Township of Southwold





## **Report PLA 2023-15:**

### **Appendix Two: Severance Application E26-23 Conditions**

Consent Application E26-23 Conditions:

1. That the Applicant meet all the requirements, financial and otherwise of the Municipality, to the satisfaction and clearance of the Municipality.
2. That the Applicant provides a description of the lands to be severed which can be registered in the Land Registry Office, to the satisfaction and clearance of the Municipality.
3. That the Applicant's Solicitor provides an undertaking to the Municipality, to provide a copy of the registered deed for the severed parcels once the transaction has occurred to the Municipality.
4. That the Applicant have a drainage reapportionment completed pursuant to the *Drainage Act*, to the satisfaction and clearance of the Municipality.
5. That the Applicant shall complete an investigation into obtaining a legal drainage outlet using the Drainage Act by a qualified individual and complete any Drainage Act process that may be required, to the satisfaction and clearance of the Municipality for the severed and retained parcels.
6. That the Applicant have an engineered lot grading plan prepared for the severed and retained parcels, to the satisfaction and clearance of the Municipality.
7. That the Applicant shall enter into a Consent Agreement with the Municipality for the proposed severed parcel and the retained parcel, addressing all municipal interests and associated fees and charges, including and not limited to water, drainage, cash-in-lieu of parkland, development charges, road permits, amongst other matters, to the satisfaction and clearance of the Municipality.
8. That the applicant have an Environmental Impact Assessment prepared to the satisfaction of the Township.
9. That the Applicant's Solicitor provide a request for clearance of conditions to the Municipality, demonstrating how all the conditions of consent has been fulfilled, to the satisfaction and clearance of the Municipality.
10. That prior the final approval of the County, the County is advised in writing by the Municipality how the above-noted conditions have been satisfied.



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





## **TOWNSHIP OF SOUTHWOLD**

### Report to Council

**MEETING DATE:** April 24, 2023

**PREPARED BY:** Aaron Van Oorspronk, Director of Infrastructure and Development Services

**REPORT NO:** ENG 2023-22

**SUBJECT MATTER: Site Alteration Bylaw**

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#### **Recommendations:**

THAT Council pass By-Law 2023-27, Being a Bylaw to prohibit and regulate the placing or dumping of fill, removal of topsoil, the alteration of the grade of land in the Township of Southwold, commonly referred to as the Site Alteration Bylaw.

#### **Purpose:**

The purpose of the report is for Council to pass By-law 2023-27.

#### **Background:**

Currently, the Township does not have a site alteration bylaw. A site alteration bylaw will allow the Township the ability to regulate the alteration of land specifically to land that is subject to a draft plan of subdivision. This will allow the Township to make sure all erosion and sediment measures are in place to protect the natural environment and downstream residents.

The Site Alteration by-law was brought to Council on February 13, 2022, and was endorsed as a draft format for a public review period of 20 working days. No comments or concerns were received during the review period and the draft by-law was subsequently sent for legal review. Legal had only one change to maintain consistency with the Municipal Act and two minor grammatical changes.

The finalized Site Alteration Bylaw is attached as Appendix 1.

#### **Conclusion:**

Based on receiving no comments and no substantive changes after a legal review, staff recommend that the Site Alteration By-law be passed.

#### **Financial Implications:**

N/A



**Strategic Plan Goals:**

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

- ☐ Promoting residential, agricultural, commercial, and industrial development by ensuring policies and services are in place to support growth in The Township of Southwold.
- ☒ 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:**  
**Aaron Van Oorspronk, C.E.T.**  
**Director of Infrastructure and**  
**Development Services**  
**"Submitted electronically"**

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



## **THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD**

### **BY-LAW NO. 2023-xx**

#### **Being a By-law to prohibit and regulate the placing or dumping of fill, removal of topsoil, the alteration of the grade of land in the Township of Southwold**

**WHEREAS** in accordance with 'purpose provision' in section 2 of the Municipal Act, 2001, the specific natural environment powers conferred on municipalities by sections 135 through 147 of the aforementioned Act supplement the powers provided under section 11 of the same Act to provide municipalities with broad and flexible discretion to create regulations necessary for the economic, social, and environmental well-being of their respective municipalities;

**AND WHEREAS** section 142 of the Municipal Act, 2001 specifically provides that by-laws may be passed by the Council of a municipality for the purposes of prohibiting and regulating the placing or dumping of fill, removal of topsoil and the alteration of the grade of land within its jurisdiction;

**AND WHEREAS** section 425 of the Municipal Act, 2001 provides the authority for a municipal bylaw to specify that a contravention of a by-law is an offence;

**AND WHEREAS** section 429 of the Municipal Act, 2001 provides that a municipality may establish a system of fines for offences under municipal by-laws, including but not limited to establishment of a "special fine" designed to eliminate or reduce any economic advantage or gain from contravening a by-law;

**AND WHEREAS** Council for the Township of Southwold has deemed it to be in the public interest to prohibit and regulate the placing or dumping of fill, removal of topsoil, and the alteration of the grade of land in the Municipality and to establish a system of fines for offences under this By-Law.

**THEREFORE** the Council of the Township of Southwold enacts as follows:

#### **1. SHORT TITLE**

1.1 This By-Law may be referred to as the "Site Alteration By-Law."



## **2. APPLICATION**

2.1 This By-Law applies to all land that is subject to a draft plan of subdivision in the Municipality.

## **3. DEFINITIONS**

In addition to terms defined elsewhere in this By-Law, the following terms have the following meanings under this By-Law, including its Schedules:

3.1 "Alteration" means the placing or dumping of fill, causing or permitting the placing or dumping of fill, removal of soil, causing or permitting the removal of soil, altering the grade of land, or causing or permitting the grade of the land to be altered.

3.2 "Council" means the Council of the Township of Southwold.

3.2 "County" means The Corporation of the County of Elgin.

3.3 "Conservation Authority" means any one or more of the Kettle Creek Conservation Authority or Lower Thames Valley Conservation Authority, whichever Authority or Authorities have authority and jurisdiction over particularized land located in the Municipality.

3.4 "Drainage" means the movement of water for the purposes of achieving non-harmful water levels.

3.5 "Dumping" or "Dump" shall be broadly interpreted for the purposes of this By-Law to include stripping, removing, moving, transporting, importing, exporting or placing of any fill or topsoil into, out of or upon lands within any single or different properties within the Municipality.

3.6 "Fill" means any material placed on land and without limiting the generality of the foregoing, includes soil, rock, concrete and stone.

3.7 "Grade" means the elevation of an existing ground surface, except where the placing or dumping of fill, removal of soil, or the alteration of the then existing ground surface has occurred in contravention of this By-law, in which case, grade means the elevation of the ground surface as it existed prior to such placing or dumping of fill on, the removal of soil from, or the alteration of the then existing ground surface prior to the occurrence of the placing or dumping of fill or the removal of Soil.

3.8 "Municipal Act" means the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended or replaced.

3.9 "Municipality" means the Township of Southwold.

3.10 "Officer" means a By-law Enforcement Officer, Chief Building Official or Deputy Chief Building Official as appointed or authorized by the Council of the Municipality to enforce this By-Law and/or any "provincial offences officer" as defined in the Provincial Offences Act.

3.11 "Order to Discontinue Activity" means an order made pursuant to section 7.9 of this Bylaw.

3.12 "Owner" is a Person and means the registered owner(s) of the land or anyone acting under authorization or direction of the registered owner(s).

3.13 "Permit" means a permit issued by the Municipality pursuant to the provisions of this Site Alteration By-law.

3.14 "Person" includes:

a) natural individuals and their heirs, executors, administrators, agents, successors

and representatives; and

b) corporations, partnerships, other forms of business associations and their respective officers, employees, agents, successors, consultants, assignees and representatives.

3.15 "Place" or "Placement" means the distribution of fill on lands to establish a finished ground surface higher or lower than the existing grade and "placing" and "placed" in relation to fill have the same meaning.

3.16 "Planning Act" means the Planning Act, RSO 1990 c P .13, as amended or replaced.

3.17 "Provincial Offences Act" means the Provincial Offences Act, R.S.O. 1990, c. P.33; as amended or replaced.

3.18 "Site" means the area of land subject to the proposed grade alteration, placement or dumping of fill or removal of soil.

3.19 "Site Alteration Agreement" means an agreement entered into, in accordance with section 5.9 of this By-Law.

3.20 "Site Alteration By-law" means this By-Law.

3.21 "Soil" means material consisting of a mixture or any one or all of organic remains, clay and rock particles.

3.22 "Topsoil" shall have the same meaning as the definition of "topsoil" under section 142(1) of the Municipal Act. For reference purposes only and subject to amendments to



the Municipal Act, the term as of the date of the passing of this By-Law is defined as "those horizons in a soil profile, commonly known as the "O" and the "A" horizons, containing organic material and includes deposits of partially decomposed organic matter such as peat."

3.23 "Work Order" means an order made pursuant to section 7.13 of this By-Law.

3.24 "Zoning By-law" means an in-force by-law passed by the Municipality pursuant to section 34 of the Planning Act.

#### **4. PROHIBITION**

4.1 No Person shall place or dump fill or cause or permit the placing or dumping of fill without obtaining a Permit for such purpose from the Municipality.

4.2 No Person may remove soil or cause or permit the removal of soil without obtaining a permit for such purpose from the Municipality.

4.3 No Person shall alter the grade of land or cause or permit the grade of the land to be altered without obtaining a permit for such purpose from the Municipality.

4.4 No Person shall place or dump fill, cause or permit the placing or dumping of fill, remove soil, alter the grade of land, or cause or permit the grade of the land to be altered in a manner that is not in compliance with the terms of a permit issued for such purpose by the Municipality.

4.5 No Person shall fail to comply with an Order to Discontinue Activity made under this Bylaw.

4.6 No Person shall fail to comply with a Work Order made under this By-Law.

#### **5. SITE ALTERATION PERMITS AND AGREEMENTS**

5.1 An application for a Permit to change the Grade of land, Place or Dump fill, or remove Soil must be completed on a form provided by the Municipality, 5.2 Subject to section 5.9 of this By-Law, a Permit shall be issued by the Municipality's Director of Infrastructure and Development Services or his or her designate when the following criteria have been fulfilled:

- a) The proposed site alteration is related to a use permitted within the Zoning By-law; and

b) The Owner has addressed the following matters to the satisfaction of the Municipality:

- i. All necessary approvals have been obtained from the Conservation Authority;
- ii. All necessary approvals have been obtained in accordance with the County of Elgin Woodlands Conversation By-Law;
- iii. The proposal will not cause any adverse impact on area drainage;
- iv. The proposal will not adversely impact slope stability or cause soil erosion;
- v. The proposal will not adversely impact vegetation communities, wildlife habitat or fish habitat in the area;
- vi. The proposal will not adversely impact the quality or quantity of groundwater in the area;
- vii. Such other matters related to the proposal which are raised at the absolute discretion of the Director of Infrastructure and Development Services of the Municipality, or his designate, as the context of the proposal requires, which are communicated to the applicant in relation his/her or its application for a Permit.

5.3 It is a condition of each Permit that the Permit may be revoked by the Municipality under the following conditions:

- a) If it was obtained on mistaken, false or incorrect information;
- b) If it was issued in error;
- c) If the Owner requests in writing that it be revoked;
- d) If the terms of a Site Alteration Agreement entered into in accordance with section 5.9 If this By-Law have not been complied with; or
- e) If an Owner fails to comply with the provisions of this By-Law or with an order requiring work to be done to correct any contravention of this By-Law.

5.4 In any Site Alteration Permit, the Municipality may stipulate conditions that are specific to a particular site alteration proposal. Such conditions may include but are not limited to the following:

- a) The Municipality may, from time to time and at the Applicant's expense, require the testing of any fill by a qualified expert retained by the Municipality. Dumping and/or fill removal may be suspended pending test results at the discretion of the Municipality;
- b) The Municipality may require the Applicant to install such site remediation measures, including topsoil, seeding, sodding and installation of berms and landscaping as are



necessary to minimize the visual impact of Fill or Grade alteration proposals and to provide for stabilization of altered Grade;

c) The Municipality may require a lot grading certificate upon completion of the work described in any Permit and may require the Owner or Applicant to post security to ensure delivery of such certificate.

5.5 A Site Alteration Permit shall not exempt the Owner from obtaining any other necessary approvals from governments, boards and/or other approval authorities which have jurisdiction in the area.

5.6 A Site Alteration Permit shall be valid for the length of time detailed by the Municipality.

5.7 A Site Alteration Permit shall be transferable to subsequent owners of the Site provided the Municipality is advised in writing of their acknowledgment and commitment to comply with all of the requirements of an existing Site Alteration Permit.

5.8 Subject to potential financial conditions which may be required pursuant to section 5.9 of this By-Law, the Site Alteration Permit fee and other fees associated with this By-Law are contained in the Municipality's Fees and Charges By-Law, as amended or replaced.

5.9 Notwithstanding sections 5.2 through 5.8 of this By-Law, the Municipality with respect to any application for a Permit, in its sole and absolute discretion, may require the Owner to enter into a Site Alteration Agreement with the Municipality as a condition of Permit approval and such Site Alteration Agreement shall be registerable on title of and run with the lands to ensure the site alteration proposed for the lands occurs in accordance with approved plans, specifications and proper engineering principles. The aforementioned Site Alteration Agreement may require:

- a) The Owner to provide financial security to the Municipality in an amount and form acceptable to the Municipality in its sole and absolute discretion;
- b) The Owner to provide evidence that he/she/it has sufficient liability insurance overage to cover the risks associated with the proposed site alternation;
- c) The Owner or Applicant to release, indemnify and/or agree to defend the Municipality;
- d) The Owner to certify that the fill contains no contaminants, as defined by the Environmental Protection Act, RSO 1990 c E 19, as amended or replaced, and any Regulations of the aforementioned Act, as amended or replaced;

- e) Certification by a geotechnical engineer or similarly qualified Person at any time during the Site Alteration project; and/or
- f) The Owner to address such other safeguards related to the proposal and engineering drawings which are raised at the absolute discretion of the Director of Infrastructure and Development Services of the Municipality, or his designate, as context requires, which are communicated to the applicant.

## **6. EXEMPTIONS**

6.1 The provisions of this By-Law do not apply to the following:

- a) Activities of a Municipality, County, local board, road authority, or Crown Agency as defined in the Crown Agency Act.
- b) Activities authorized pursuant to a building permit issued by the Municipality.
- c) Normal farm practices as defined in section 1.1 of the Farming and Food Production Protection Act, 1998, S.O. 1998, c. 1, as amended or replaced.
- d) Any placing or dumping of fill, removal of soil, or alteration of the grade of land exempted pursuant to section 142(5) of the Municipal Act.
- e) Activities pursuant to executed site plan agreement, subdivision agreement, severance agreement or any other development agreement pursuant to the Planning Act.

## **7. ENFORCEMENT, REMEDIES AND PENALTIES**

7.1 The provisions of this By-Law shall be enforced by an Officer.

7.2 In accordance with section 436 of the Municipal Act, an Officer may at all reasonable times enter and inspect any land to which this By-Law has application.

7.3 Every person who contravenes any provision of this By-Law is guilty of an offence and upon conviction is liable to a fine as provided for by the Provincial Offences Act, R.S.O. 1990, Chapter P.33, as amended.

7.4 Subject to section 7.6 of this By-Law, in the event that the Municipality furthers enforcement of this By-Law by prosecution commenced under Part III of the Provincial Offences Act, each contravention of any provision of this By-Law is hereby designated a "continuing offence" pursuant to section 429(2)(a) of the Municipal Act for each day or part of a day that the offence continues.



7.5 Subject to section 7.6 of this By-Law, any Person guilty of an offence, upon conviction under Part III initiated proceedings under the Provincial Offences Act is liable to the Municipality for a fine not less than \$500.00 and not more than \$10,000.00 for each day or part of day that the offence continues, in accordance with section 429(3)2. of the Municipal Act.

**Commented [AV1]:** Changed from 5,000 to align with Municipal Act

7.6 Notwithstanding sections 7.4 and 7.5 of this By-Law, any Person guilty of an offence, upon conviction under proceedings commenced under Part III of the Provincial Offences Act who has participated in any manner in arranging, planning, organizing, financially supporting, carrying out or permitting, whether implicitly or expressly, the removal the existing ground surface of land without or contrary to a Permit to allow for the placing or dumping of fill without obtaining or contrary to a Permit is liable to the Municipality for a "special fine" in the amount of \$50,000.00 in lieu of section 7.5 fines if the "special fine" amount is greater than the amount the total fine amount the convicted Person would be liable to the Municipality for pursuant to section 7.5 at the time the conviction is entered. The "special fine" is established under the meaning and authority of section 429(2)(d) of the Municipal Act, for the purpose of eliminating or reducing any economic advantage or gain from the contravention of this By-Law.

7.7 As set out in section 431 of the Municipal Act and in addition to any other enforcement, remedy or penalty provided for in this By-Law, where a conviction has been entered in Part III proceedings under the Provincial Offences Act, the court which enters the conviction and/or any court of competent jurisdiction thereafter may make an order prohibiting the continuation or repetition of the offence by the Person convicted.

7.8 In accordance with section 444 of the Municipal Act and addition to any other fine or remedy authorized by this By-Law, if an Officer is satisfied that this By-Law has been contravened, the Officer may make an order, known as an "Order to Discontinue Activity", requiring the Person who contravened the By-law, or who caused or permitted the contravention, or the Owner of the land on which the contravention occurred, to discontinue the contravention.

7.9 An Order to Discontinue Activity shall set out:

- a) The Person to whom it is directed;
- b) The municipal address or legal description of the property on which the contravention occurred;
- c) The date of the contravention;
- d) The reasonable particulars of the contravention of the By-law;

e) The date by which there must be compliance with the Order to Discontinue Activity; and

f) The date on which the Order may expire.

7.10 The Order to Discontinue Activity may be served personally on the Owner or Person to whom it is directed or by regular mail to the last known address of that Owner or Person, in which case it shall be deemed to have been given on the third day after it is mailed. Service on a corporation, partnership or other business association can be effected by registered mail to its registered corporate or business address or its publicly advertised address.

7.11 If the Municipality is unable to effect service on the Owner under section 7.10, it shall place a placard containing the terms of the Order to Discontinue Activity in a conspicuous place on the land and may enter on the land for this purpose. The placing of the placard shall be deemed to be sufficient service of the Order to Discontinue Activity.

7.12 In accordance with section 445 of the Municipal Act and in addition to any other fine or remedy authorized by this By-Law, if an Officer is satisfied that a contravention of the by-law has occurred, the Officer may make an order, known as a "Work Order", requiring the Owner or Person who contravened the by-law or who caused or permitted the contravention or the Owner or occupier of the land on which the contravention occurred to do the work to correct the contravention.

7.13 A Work Order shall set out:

- a) The municipal address or the legal description of the land;
- b) Reasonable particulars of the contravention and of the work to be done;
- c) A deadline, being a specific date, for compliance with the Work Order; and
- d) A notice that if the work is not done in compliance with the Work Order by the deadline, the Municipality may have the work done at the expense of the Owner and the cost of the work may be recovered by adding the amount to the Owner's tax roll.

7.14 The Work Order may be served personally on the Owner or Person to whom it is directed or by regular mail to the last known address of that Person, in which case it shall be deemed to have been given on the third day after it is mailed. Service on a corporation, partnership or other business association can also be effected by registered mail to its registered corporate or business address or its publicly advertised address.



7.15 If the Municipality is unable to effect service on the owner under section 7.14, it shall place a placard containing the terms of the Work Order in a conspicuous place on the land and may enter on the land for this purpose. The placing of the placard shall be deemed to be sufficient service of the Work Order.

7.16 Where anything required or directed to be done in accordance with this By-Law is not done, an Officer may upon such notice as he/she deems suitable, do such thing at the expense of the Person required to do it, and in so doing may charge an administration fee as outlined within the Municipality's current Fees By-law, as amended or replaced. Both the expense and fee may be recovered by action or by adding the costs to the tax roll and collecting them in the same manner as municipal taxes.

7.17 Where the Municipality proceeds pursuant to section 7.16 of this By-Law, an Officer or any person under his or her direction may enter onto the land and with the appropriate equipment as required to bring the property into compliance with this By-Law.

## **8. SEVERABILITY**

8.1 If a court of competent jurisdiction should declare any section or part of a section of this By-Law to be invalid, such section or part of a section shall not be construed as having persuaded or influenced Council to pass the remainder of the By-Law and it is hereby declared that the remainder of the by-law shall be valid and shall remain in force.

## **9. EFFECTIVE DATE**

9.1 This By-Law shall come into force and take effect on the day it is passed.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME, AND FINALLY PASSED THIS 24<sup>th</sup> DAY OF APRIL, 2023.**

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Mayor  
Grant Jones

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CAO/Clerk  
Jeff Carswell



## **TOWNSHIP OF SOUTHWOLD**

### Report to Council

**MEETING DATE:** April 24, 2023

**PREPARED BY:** Aaron Van Oorspronk, Director of Infrastructure and Development Services

**REPORT NO:** ENG 2023-23

**SUBJECT MATTER:** **Ford Road Watermain**

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

THAT Council direct staff to proceed with the design and construction of a watermain extension on Ford Road (Township Install Option).

#### **Purpose:**

This report seeks to address various challenges with water supply on Ford Road and provide an equitable method to apportion costs.

#### **Background:**

As part of the severance application E 53-22 10518 Ford Road, the applicant is required to install a municipal water service from a watermain. The applicant requested connection to the transmission watermain on the west side of Ford Road owned by the Secondary Waterboard. Staff reached out to St. Thomas Staff inquiring if this was possible. Their response is this connection is not permitted on transmission watermain and should be made to a Southwold distribution watermain. The applicant further requested extension of the existing service arrangement shown on Appendix 1, which consists of a connection at the valve chamber, a 38mm diameter road crossing and four 25mm services to the existing houses. This service arrangement does not meet Southwold's minimum watermain size of 50mm and would likely provide substandard volume to the additional four dwellings. Staff directed the applicant to submit a petition under the Rural Watermain Extension Policy By-Law (Appendix 2), however after further review and internal discussion the intention of the policy is only partially met with this application.

The policy requires >50% of the affected property owners to sign for the petition to be considered valid, it affords opportunities for the petitioners at various stages to opt out if the project becomes financially unfeasible. The policy directs the apportionment of



the project costs, both engineering and construction to be split 2/3 to developed properties and 1/3 to undeveloped properties. With all four properties in question fitting the description as undeveloped as per the bylaw the maximum cost apportionment that can be made under this policy to the petitioner is 1/3 leaving the remaining unassessed. Furthermore, the policy does not provide direction to cost sharing when projects contain broader system benefits such as looping, dead end elimination, future development, and fire coverage.

Although Staff have received a valid petition, and council can direct staff to proceed under the policy, Staff would recommend that the Township undertake an extension of the existing watermain at Ford Road and Talbot Line as shown on Appendix 1, rather than use the rural watermain extension policy. This would provide several benefits including providing fire coverage for this area, correcting substandard water service connections, adds a connection point at the north edge of development lands that once connected will create a loop on an otherwise dead-end connection. As part of the design Staff would work with the engineer to size the watermain extension appropriately for the future development as well as the existing users. Costs for the extension would be recovered by charging rural connection fees to the severed lots, and as part of plan approvals for the future developments with a requirement to connect to the extension to create a closed loop with the watermain in Ferndale. The table below weighs the benefits, drawbacks and costs associated with the two solutions.

	<b>Rural Watermain Ext.</b>	<b>Township Install</b>
Size	50mm (any upsize would be born by the Township)	150mm (minimum)
Cost	\$140,000	\$250,000
Cost Recovery	1/3 (\$46,667)  Remaining \$93,333 no clear recovery method	Rural Watermain Connections: 4 x \$15,255 = \$61,020  Remaining: \$188,980 to be shared between future developments as part of plan approval or through subdivision water service connection fees

Ancillary Benefits	None	<ul style="list-style-type: none"><li>- Will lead to completed looping</li><li>- Fire coverage for existing residents</li><li>- Provides a second water supply point for future development</li><li>- Cleans up the supply system removes connection to the transmission main</li></ul>
Drawbacks	<ul style="list-style-type: none"><li>- No fire coverage</li><li>- High Cost for limited users</li><li>- Looping not available</li><li>- Developers may need to install upgraded watermain as part of future development (missed efficiency)</li><li>- Does not support future development</li><li>- Leaves existing connection to transmission main, confusing for operations</li></ul>	<ul style="list-style-type: none"><li>- Increased Capital Cost carried by Township until costs are recovered</li></ul>



**Financial Implications:**

If approved the project would be funded through the Water Reserve and costs recovered over time through connection fees.

**Conclusion:**

Considering the benefits of a Township lead watermain install and weighing them against the drawbacks and lack of cost recovery of the Rural Watermain Extension Policy Staff recommend proceeding with the Township lead watermain installation.

**Strategic Plan Goals:**

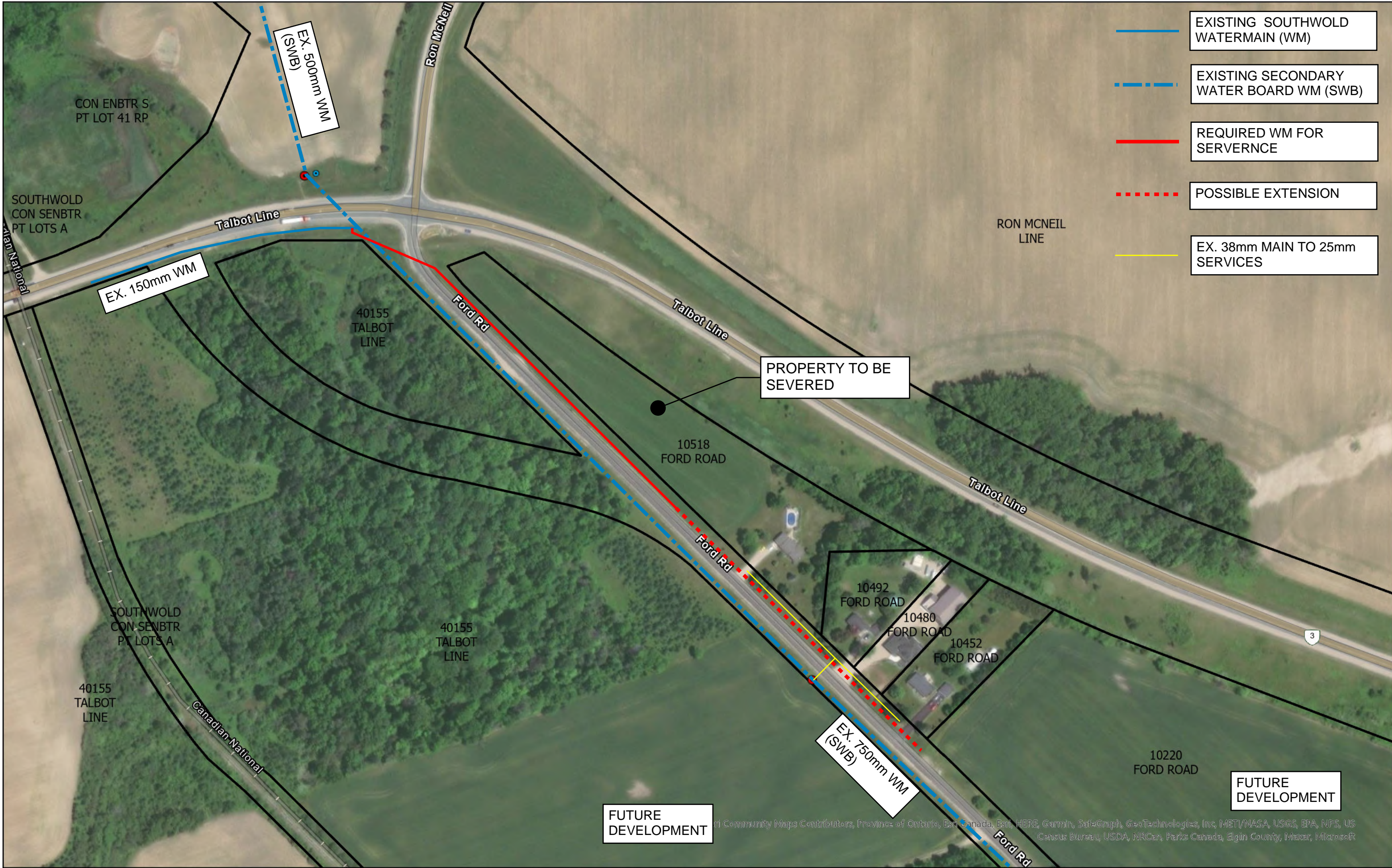
The above recommendation helps the Township meet the Strategic Plan Goal of:

- ☒ 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:**  
**Aaron Van Oorspronk, CET.**  
**Director of Infrastructure and**  
**Development Services**  
**"Submitted electronically"**

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





EXISTING SOUTHWOLD  
WATERMAIN (WM)

EXISTING SECONDARY  
WATER BOARD WM (SWB)

REQUIRED WM FOR  
SERVERNCE

POSSIBLE EXTENSION

EX. 38mm MAIN TO 25mm  
SERVICES

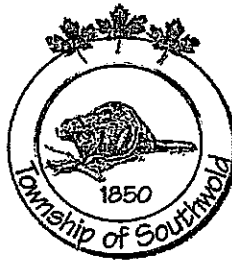
PROPERTY TO BE  
SEVERED

FUTURE  
DEVELOPMENT

FUTURE  
DEVELOPMENT

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**THE CORPORATION OF TOWNSHIP OF SOUTHWOLD**

**BY- LAW NO. 2011-55**

**Being a By-Law to adopt a Rural Watermain  
Extension Policy.**

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

**AND WHEREAS** the Council of the Corporation of the Township of Southwold, pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, has the authority to install, construct and maintain pipes and other works for the distribution of water;

**AND WHEREAS** the Council of the Corporation of the Township of Southwold, pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, has the authority to impose fees for the provision of water services;

**AND WHEREAS** the Council of the Corporation of the Township of Southwold deems it necessary and expedient to adopt a policy for Rural Watermain Extensions to the Southwold Water Distribution System;

**THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD  
ENACTS AS FOLLOWS:**

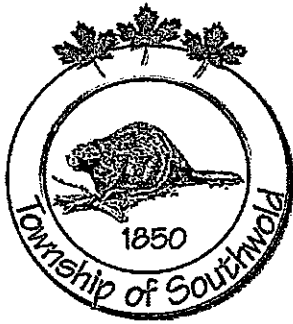
THAT the Corporation of the Township of Southwold adopt the Policy for Rural Watermain Extensions to the Southwold Water Distribution System, attached as Schedule "A".

READ A FIRST AND SECOND TIME, AND CONSIDERED READ A THIRD TIME AND  
FINALLY PASSED THIS 28<sup>th</sup> DAY OF **NOVEMBER**, 2011.

\_\_\_\_\_  
Mayor *James McElroy*

\_\_\_\_\_  
Clerk *[Signature]*





**THE CORPORATION OF THE  
TOWNSHIP OF SOUTHWOLD**

**POLICY FOR RURAL WATERMAIN EXTENSIONS  
TO THE SOUTHWOLD WATER  
DISTRIBUTION SYSTEM**

**The following is the step-by-step procedure for the purpose of acquiring a rural watermain extension to the Township of Southwold Municipal Water System.**

For purposes of this policy the following definitions shall apply:

- **Property** – any lands which are located in the Township of Southwold and which have been assigned (or are in the process of being assigned) a roll number by the Municipal Property Assessment Corporation
  - **Owner** – the majority of persons registered on title of a property
1. A request is received from a property owner regarding the possibility of obtaining a rural watermain extension to the Municipal Water System.
  2. Township staff will prepare and provide to the property owner a preliminary petition form with an accompanying instruction sheet. The instruction sheet will clearly state that, if the project does not proceed past the pre-engineering meeting, the persons who signed the preliminary petition will be responsible for the engineering costs incurred to that date. Township staff will also determine if there are any other optional routes available for the area and will provide an area map with the property owners listed. The Township will post notice of the existence of the preliminary petition clearly in the area in which the petition is taking place. The Township may require the preliminary petition to be extended to include other properties in the proposed service area if local interest warrants it or there is a more preferred route, (i.e. more cost efficient, services more landowners).
  3. The preliminary petition will be considered valid for a period of three months from the date on which it has been distributed to the petition captain by the Township. After such time the petition will be considered to have expired.
  4. When the preliminary petition has the signatures of the owners of 51% or more of the affected properties on the potential route to be serviced, the petition will be submitted to the Township Council for authorization to prepare a preliminary cost estimate and to hold a pre-engineering meeting.
  5. A The preliminary plan of the proposed watermain extension and cost estimate will be prepared either in-house or by an Engineer as appointed by Council.

- B All contact with an engineer appointed under this policy shall be through Township staff as authorized by Council. Any contact made directly with the said engineer by any ratepayer shall be at the expense of that ratepayer.
6. Each residence shall require a service connection/curb stop whether on a separate parcel of land or not and shall be charged per service connection/curb stop under Sections 12A and B of this policy. Properties may also purchase additional curb stops, also at the same cost as charged under Sections 12A and B of this policy.
  7. All property owners whose property is within the potential service area will be invited to a pre-engineering meeting. The preliminary plan and costs will be reviewed and explained to the property owners present.
  8. Property owners will then be requested to sign a final petition for the work to proceed. If this petition contains the signatures of the owners of 51% or more of the affected properties or 60% or more of the improved properties, the Council may consider proceeding with the proposed project.
  9. Council retains the right to delay commencement of the project until such time as funding opportunities arise and are obtained for the benefit of the property owners. Any funding obtained will be used to offset the total costs of the project to determine the final net cost as required for the calculations in section 13. If the owners of 51% or more of the affected properties or 60% or more of the improved properties waive, in writing, the right of delay for funding opportunities, Council may proceed expeditiously with the project. Notification of proceeding, with 100% of all costs to be borne by the property owners, shall be made by regular mail to all affected properties.
  10. Once authorization to proceed is granted by Council, the following work will be undertaken:
    - i) All property owners within the service area will be notified via regular mail that the project will be proceeding;
    - ii) Preparation of final design of the project;
    - iii) Adoption of necessary by-laws;
    - iv) Call for tenders for construction of the project;
    - v) Acceptance of tender amounts if within acceptable limits. If the lowest tender is not more than 10% above the Engineer's estimate, the project can proceed. If the lowest tender received is above this amount, then the affected property owners will be contacted by registered mail to determine if they wish to proceed.
  11. Construction of the rural watermain will be undertaken.
  12. Once construction is completed, the affected property owners will be notified of connection procedures.



13. Owners will be invoiced as follows:

- A. **1/3 of the final net cost of the project** will be assessed equally to the total of all properties that abut the newly constructed rural watermain plus any additional service connections/curb stops.
- B. The remaining **2/3 of the final net cost of the project** will be assessed equally to all of the developed properties (i.e. not vacant) that abut the newly constructed rural watermain plus any additional service connections/curb stops.
- C. Those properties with over-sized service connections/curb stops will be charged an increased amount of the total costs charged to the developed properties (the sum of the calculations in 13(A) and 13(B) above) as follows:
  - a. 38mm (1.5 inch) connection/curb stop      133% of the total charges
  - b. 50mm (2 inch) connection/curb stop      150% of the total charges
- D. If a property owner assessed only under Section A above wishes to connect to the system at a later date, the property will be assessed a rate which will be the amount established under By-Law 2011-25 or any successor by-law. This amount shall be added to the Township of Southwold Water Reserve to be used for future capital requirements to the System. The property may also be assessed other charges that may be applicable under this or any other by-law.
- E. Property owners can request the Township to arrange for financing of the assessed cost upon completion of the project. Approval by the Township will be subject to the following terms and conditions:
  - 10 year debenture;
  - Bank Prime plus 3%;
  - a one time administration fee of \$200 will be applied by the Township and will be payable in Year 1 of the debenture;
  - debt recovery charge will be applied to the municipal tax bill each year until the full amount of the debt is recovered by the Township;
  - outstanding debt cannot be paid out in advance.

14. If a petition has failed, a property owner may request that council permit a single connection under extenuating circumstances. Such request will only be considered by council if it is deemed that the supply of potable water to the said property is in the best interests of the Township of Southwold and that the failure to supply potable water to the said property would create a public health hazard.

Such requests must be submitted to council in writing and contain a detailed map and proposal of the connection. The owner must be willing to enter into an agreement with the Township and the following conditions will apply:

- A. The owner shall pay the fees applicable under By-Law 2011-25 or any successor by-law.
- B. The service line will be a private 25 to 50 mm (1 – 2”) PE Series 160 connection line installed at the expense of the owner.
- C. The service will be supplied to a single user only. No further connections will be allowed.
- D. The service line will travel along township or County road allowances only. If traveling along county road allowances, the owner must obtain approval from the County authorities.
- E. The owner shall obtain and submit a certificate from a licensed engineer that:
  - the proposed service line is of appropriate size for the intended use
  - water supplied with the proposed service line will meet all requirements with regards to quality of the water under the current legislation.
- F. A meter pit approved by the Township will be required at the connection point. The meter pit will include a shut off valve and approved back flow prevention device. If required, a high hazard backflow prevention device will be installed at the point of entry within the building or structure that the connection line supplies.
- G. A blow off will be installed at the end of the line.
- H. The owner will be responsible for all maintenance, repair and replacement of the service line.
- I. If, in the future, a new Rural Extension Petition is circulated for an area which includes this property, the property will be excluded from the listing of properties on such petition and will not be included in the calculations of the number of properties for the purposes of determining validity of the said petition.
- J. If, in the future, a Rural Extension Petition is successful and a new waterline is installed to which the property has frontage, the property shall be required to abandon their original connection and connect to the new waterline. All costs incurred to connect to the new waterline will be the responsibility of the current owner. The property will be assessed in the cost calculations as per Section 13 of this policy. The current owner of the said property will be credited the amount of the original connection fee towards the assessment on the new line.



- K. Further conditions may be imposed, depending upon the circumstances associated with the said connection.

The owner shall be responsible for all costs associated with the above line.

Notwithstanding the above conditions, the Township may refuse any connections which it deems not to be in the best interests of the municipal water supply system.



## **TOWNSHIP OF SOUTHWOLD**

### Report to Council

**MEETING DATE:** April 24, 2023

**PREPARED BY:** Jeff Carswell, CAO/Clerk

**REPORT NO:** CAO 2023-23

**SUBJECT MATTER: Circular Material – Blue Box Promotion and Education**

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#### **Recommendation:**

That Council pass draft by-law 2022-28 to enter into an agreement with Circular Materials Ontario for Blue Box Promotion and Education Services.

#### **Purpose:**

To seek Council approval of the agreement with Circular Material for Blue Box Promotion and Education.

#### **Background:**

In 2022 the Township advised Circular Materials Ontario that the Township would not provide Blue Box collection services under contract with Circular Materials Ontario. The terms and risks associated with being an intermediary for Blue Box collection were not something the Township wished to entertain. Since that time the Township has engaged GFL for garbage and organics collection. Circular Materials Ontario has advised that they have engaged Waste Connections Canada (the existing collection contractor) for Blue Box Collection during the transition period.

As part of the work Circular Materials Ontario is completing for the transition, Promotion and Education services have been identified as an area where municipalities that are not providing Blue Box service could still be involved with the overall service delivery.

Following is an excerpt from the information received from Circular Materials Ontario:



*We are reaching out with an update to our planning for blue box transition and your community's P&E as of your transition date of July 1, 2023.*

*During our initial meetings with opt-out communities, we learned that many calendars/guides and web widgets and related apps are joint with other waste streams. In order to ensure there is no disruption to the communications residents are used to receiving during the transition period, we suggest that opt-out communities continue to manage their calendars/guides and web widgets/apps with support from Circular Materials that is fair and consistent across all opt-out communities:*

- \$0.35 per household to support the design, development, printing and/or mailing of your waste calendars and guides.*
- \$0.15 per household to support the base subscription and function of your Recycle Coach app.*

**Comments/Analysis:**

Staff have reviewed the agreement and believe it would be appropriate to approve. While the revenue is not significant (approx. \$937), the Township will be completing the same activities for the garbage collection component and including recycling related information would not be onerous and ensure residents have the information they need. Even without payment from Circular Materials Ontario the Township would have likely been involved in providing some information to residents based on our past provision of Blue Box collection services.

**Financial Implications:**

None.

**Strategic Plan Goals:**

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

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

☐ Providing improved transportation and a strong commitment to asset management with a goal of maintaining the Township's infrastructure in the promotion of public safety

☒ Exercising good financial stewardship in the management of Township expenditures and revenues.

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

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



# COUNCIL HIGHLIGHTS

TUESDAY,  
APRIL 11, 2023

## IN THIS ISSUE:

Richard Leatham sworn in as the  
interim County Councillor  
from West Elgin

Ensuring Quality Care: Elgin  
County's long-term care homes  
renew their service agreements  
with Ontario Health

Collaboration for community:  
Elgin & St. Thomas to enhance  
engagement efforts for shared  
services

Savouring success: Elgin County  
Tourism updates Culinary  
Program with \$35K FedDev  
Ontario grant



## RICHARD LEATHAM SWORN IN AS THE INTERIM COUNTY COUNCILLOR FROM WEST ELGIN

On April 11, 2023, Richard Leatham (pictured below) was officially sworn in as an Interim Elgin County Councillor from the Municipality of West Elgin.

The passing of Elgin County's Deputy Warden Duncan McPhail last month left a vacancy for not only a seat on Elgin County Council but for the position of Mayor at the Municipality of West Elgin.

At their last Council Meeting, the Municipality of West Elgin appointed Richard Leatham as their Interim Mayor. The Mayor of each Municipality is required to fill the the role of County Councillor for the County of Elgin for their respective Municipality.

Elgin's Chief Administrative Officer administered the Oath of Office to Mr. Leatham to become an Interm Elgin County Councillor at the April 11 Council Meeting.

Elgin County Councillor Grant Jones has accepted the position of Deputy Warden for 2023. This position is held by the most recent past Warden currently serving on County Council.



## ENSURING QUALITY CARE: ELGIN COUNTY'S LONG-TERM CARE HOMES RENEW THEIR SERVICE AGREEMENTS WITH ONTARIO HEALTH

The Corporation of the County of Elgin has a Multi-Homes Long-Term Care Home Service Accountability Agreement (L-SAA) and a Multi-Sector Service Accountability Agreement (M-SAA) with Ontario Health for its three long-term care homes, which includes Bobier Villa, Elgin Manor and Terrace Lodge. The Director of Homes & Seniors Services presented these agreements to County Council for approval to execute the amended 2023-2024 agreements.

Both of these agreements include terms and conditions for care and services, reporting requirements (including sector-specific schedules), performance requirements, and an annual compliance declaration.

To view these agreements, please access the [April 11 County Council Agenda](#).



## COLLABORATION FOR COMMUNITY: ELGIN & ST. THOMAS TO ENHANCE ENGAGEMENT EFFORTS FOR SHARED SERVICES

In the late 90s, the County of Elgin and the City of St. Thomas executed a Joint Services Agreement for the operations of Land Ambulance, Ontario Works, Childcare and Social Housing.

This agreement allows for the City of St. Thomas, through the St. Thomas-Elgin Social Services Department, to be the Consolidated Municipal Service Manager (CMSM) for St. Thomas and Elgin County, providing social services for residents of the City and County for Ontario Works, children's services, and housing and homelessness prevention services. In addition, Elgin County is the Designated Delivery Agent for the provision of Land Ambulance and Community Paramedicine Services to the City of St. Thomas.

Elgin's Chief Administrative Officer recommended strategies to County Council to support enhanced information sharing between the City and the County to ensure everyone's needs for information are met. The full report can be found in the [April 11 County Council Agenda](#).



## SAVOURING SUCCESS: ELGIN COUNTY TOURISM UPDATES CULINARY PROGRAM WITH \$35K FEDDEV ONTARIO GRANT

In late January, Elgin County Tourism received \$35,000 from the Government of Canada through the Federal Economic Development Agency for Southern Ontario (FedDev Ontario) to update its Savour Elgin program.

Elgin's award-winning Savour Elgin program was initially launched in 2010 to promote Elgin County's restaurants, agri-tourism operations, farmers' markets, wineries, and breweries through a membership-based approach. The program's main goal was to strengthen the local food supply chain while building awareness of culinary tourism in Elgin County.

The Manager of Economic Development, Tourism & Enterprise presented Council with a refreshed magazine-style booklet that focuses on culinary tourism and agritourism experiences throughout Elgin County and St. Thomas.



taste

Experience the flavours  
of Elgin & St. Thomas



Drawing upon the program's original intent, this new Guide focuses on the experiences that make Elgin and St. Thomas' culinary attractions unique, at no cost to those featured. Experiences include Sweet Maple Syrup Stops, Reel-y Good Fish & Chips, Love Our Local Markets, Raise a Glass or Two, Pick Your Own Passions, and Far & Away Flavours.

Taste, Experience the Flavours of Elgin & St. Thomas is now available for the public to savour the flavours of Elgin County. Follow Elgin County Economic Development & Tourism on Facebook (@elgincounty) to get access to your digital copy, or visit [www.elgintourist.com](http://www.elgintourist.com).

For the complete April 11, 2023, County Council Agenda Package, please visit the Elgin County [website](http://www.elgincounty.ca).



## **THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD**

### **BY-LAW NO. 2023-26**

#### **Being a By-law to Amend By-law No. 2011-14**

#### **THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD HEREBY ENACTS AS FOLLOWS:**

1. By-Law No. 2011-14, as amended, is further amended by amending Schedule 'A', Map 3, to change the zone symbols applying to lands legally described as CON 4 LOT 22 RP 11R1690 PART;1 shown on Schedule "A", attached hereto and forming part of this By-law, from Agricultural 1 (A1) Zone to Agricultural 1 Special Provision 70 (A1-70) Zone and Agricultural 3 (A3) Zone.
2. Subsection 5.4 Special Provisions of the By-law is amended by adding the following new Clause as 5.4 (bq):  
"(bq) A1-70 As shown on Schedule A, Map 3
  - (i) Regulation
    - Maximum Lot Area 0.66 ha (1.67 ac.)
    - Minimum Lot Frontage 25.5m (83.66 ft.)
3. (a) If no notice of appeal to this By-law is filed with the Clerk of the Corporation of the Township of Southwold within the time prescribed by the regulations, this By-law shall thereupon come into force and shall take effect from the date of its final passing.  
  
(b) If notice of appeal to this By-law is filed with the Clerk of the Corporation of the Township of Southwold within the time prescribed by the regulations, the By-law does not come into force until approved by the Ontario Land Tribunal, or as otherwise provided by the Planning Act R.S.O., 1990.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND  
FINALLY PASSED THIS 24<sup>th</sup> DAY OF APRIL 2023.**

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Mayor  
Grant Jones

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CAO/Clerk  
Jeff Carswell





## **THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD**

### **BY-LAW NO. 2023-27**

#### **Being a By-law to prohibit and regulate the placing or dumping of fill, removal of topsoil, the alteration of the grade of land in the Township of Southwold**

**WHEREAS** in accordance with 'purpose provision' in Section 2 of the Municipal Act, 2001, the specific natural environment powers conferred on municipalities by Sections 135 through 147 of the aforementioned Act supplement the powers provided under section 11 of the same Act to provide municipalities with broad and flexible discretion to create regulations necessary for the economic, social, and environmental well-being of their respective municipalities;

**AND WHEREAS** Section 142 of the Municipal Act, 2001 specifically provides that by-laws may be passed by the Council of a municipality for the purposes of prohibiting and regulating the placing or dumping of fill, removal of topsoil and the alteration of the grade of land within its jurisdiction;

**AND WHEREAS** Section 425 of the Municipal Act, 2001 provides the authority for a municipal bylaw to specify that a contravention of a by-law is an offence;

**AND WHEREAS** Section 429 of the Municipal Act, 2001 provides that a municipality may establish a system of fines for offences under municipal by-laws, including but not limited to establishment of a "special fine" designed to eliminate or reduce any economic advantage or gain from contravening a by-law;

**AND WHEREAS** Council for the Township of Southwold has deemed it to be in the public interest to prohibit and regulate the placing or dumping of fill, removal of topsoil, and the alteration of the grade of land in the Municipality and to establish a system of fines for offences under this By-Law.

**THEREFORE** the Council of the Township of Southwold enacts as follows:

#### **1. SHORT TITLE**

1.1 This By-Law may be referred to as the "Site Alteration By-Law."

#### **2. APPLICATION**

2.1 This By-Law applies to all land that is subject to a draft plan of subdivision in the Municipality.

### **3. DEFINITIONS**

In addition to terms defined elsewhere in this By-Law, the following terms have the following meanings under this By-Law, including its Schedules:

3.1 "Alteration" means the placing or dumping of fill, causing or permitting the placing or dumping of fill, removal of soil, causing or permitting the removal of soil, altering the grade of land, or causing or permitting the grade of the land to be altered.

3.2 "Council" means the Council of the Township of Southwold.

3.2 "County" means The Corporation of the County of Elgin.

3.3 "Conservation Authority" means any one or more of the Kettle Creek Conservation Authority or Lower Thames Valley Conservation Authority, whichever Authority or Authorities have authority and jurisdiction over particularized land located in the Municipality.

3.4 "Drainage" means the movement of water for the purposes of achieving non-harmful water levels.

3.5 "Dumping" or "Dump" shall be broadly interpreted for the purposes of this By-Law to include stripping, removing, moving, transporting, importing, exporting or placing of any fill or topsoil into, out of or upon lands within any single or different properties within the Municipality.

3.6 "Fill" means any material placed on land and without limiting the generality of the foregoing, includes soil, rock, concrete and stone.

3.7 "Grade" means the elevation of an existing ground surface, except where the placing or dumping of fill, removal of soil, or the alteration of the then existing ground surface has occurred in contravention of this By-law, in which case, grade means the elevation of the ground surface as it existed prior to such placing or dumping of fill on, the removal of soil from, or the alteration of the then existing ground surface prior to the occurrence of the placing or dumping of fill or the removal of Soil.

3.8 "Municipal Act" means the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended or replaced.

3.9 "Municipality" means the Township of Southwold.

3.10 "Officer" means a By-law Enforcement Officer, Chief Building Official or Deputy Chief Building Official as appointed or authorized by the Council of the Municipality to



enforce this By-Law and/or any "provincial offences officer" as defined in the Provincial Offences Act.

3.11 "Order to Discontinue Activity" means an order made pursuant to section 7.9 of this Bylaw.

3.12 "Owner" is a Person and means the registered owner(s) of the land or anyone acting under authorization or direction of the registered owner(s).

3.13 "Permit" means a permit issued by the Municipality pursuant to the provisions of this Site Alteration By-law.

3.14 "Person" includes:

a) natural individuals and their heirs, executors, administrators, agents, successors

and representatives; and

b) corporations, partnerships, other forms of business associations and their respective officers, employees, agents, successors, consultants, assignees and representatives.

3.15 "Place" or "Placement" means the distribution of fill on lands to establish a finished ground surface higher or lower than the existing grade and "placing" and "placed" in relation to fill have the same meaning.

3.16 "Planning Act" means the Planning Act, RSO 1990 c P .13, as amended or replaced.

3.17 "Provincial Offences Act" means the Provincial Offences Act, R.S.O. 1990, c. P.33; as amended or replaced.

3.18 "Site" means the area of land subject to the proposed grade alteration, placement or dumping of fill or removal of soil.

3.19 "Site Alteration Agreement" means an agreement entered into, in accordance with section 5.9 of this By-Law.

3.20 "Site Alteration By-law" means this By-Law.

3.21 "Soil" means material consisting of a mixture or any one or all of organic remains, clay and rock particles.

3.22 "Topsoil" shall have the same meaning as the definition of "topsoil" under section 142(1) of the Municipal Act. For reference purposes only and subject to amendments to the Municipal Act, the term as of the date of the passing of this By-Law is defined as "those horizons in a soil profile, commonly known as the "O" and the "A" horizons,

containing organic material and includes deposits of partially decomposed organic matter such as peat."

3.23 "Work Order" means an order made pursuant to section 7.13 of this By-Law.

3.24 "Zoning By-law" means an in-force by-law passed by the Municipality pursuant to section 34 of the Planning Act.

#### **4. PROHIBITION**

4.1 No Person shall place or dump fill or cause or permit the placing or dumping of fill without obtaining a Permit for such purpose from the Municipality.

4.2 No Person may remove soil or cause or permit the removal of soil without obtaining a permit for such purpose from the Municipality.

4.3 No Person shall alter the grade of land or cause or permit the grade of the land to be altered without obtaining a permit for such purpose from the Municipality.

4.4 No Person shall place or dump fill, cause or permit the placing or dumping of fill, remove soil, alter the grade of land, or cause or permit the grade of the land to be altered in a manner that is not in compliance with the terms of a permit issued for such purpose by the Municipality.

4.5 No Person shall fail to comply with an Order to Discontinue Activity made under this Bylaw.

4.6 No Person shall fail to comply with a Work Order made under this By-Law.

#### **5. SITE ALTERATION PERMITS AND AGREEMENTS**

5.1 An application for a Permit to change the Grade of land, Place or Dump fill, or remove Soil must be completed on a form provided by the Municipality, 5.2 Subject to section 5.9 of this By-Law, a Permit shall be issued by the Municipality's Director of Infrastructure and Development Services or his or her designate when the following criteria have been fulfilled:

- a) The proposed site alteration is related to a use permitted within the Zoning By-law; and
- b) The Owner has addressed the following matters to the satisfaction of the Municipality:
  - i. All necessary approvals have been obtained from the Conservation Authority;



- ii. All necessary approvals have been obtained in accordance with the County of Elgin Woodlands Conversation By-Law;
- iii. The proposal will not cause any adverse impact on area drainage;
- iv. The proposal will not adversely impact slope stability or cause soil erosion;
- v. The proposal will not adversely impact vegetation communities, wildlife habitat or fish habitat in the area;
- vi. The proposal will not adversely impact the quality or quantity of groundwater in the area;
- vii. Such other matters related to the proposal which are raised at the absolute discretion of the Director of Infrastructure and Development Services of the Municipality, or his designate, as the context of the proposal requires, which are communicated to the applicant in relation his/her or its application for a Permit.

5.3 It is a condition of each Permit that the Permit may be revoked by the Municipality under the following conditions:

- a) If it was obtained on mistaken, false or incorrect information;
- b) If it was issued in error;
- c) If the Owner requests in writing that it be revoked;
- d) If the terms of a Site Alteration Agreement entered into in accordance with section 5.9 If this By-Law have not been complied with; or
- e) If an Owner fails to comply with the provisions of this By-Law or with an order requiring work to be done to correct any contravention of this By-Law.

5.4 In any Site Alteration Permit, the Municipality may stipulate conditions that are specific to a particular site alteration proposal. Such conditions may include but are not limited to the following:

- a) The Municipality may, from time to time and at the Applicant's expense, require the testing of any fill by a qualified expert retained by the Municipality. Dumping and/or fill removal may be suspended pending test results at the discretion of the Municipality;
- b) The Municipality may require the Applicant to install such site remediation measures, including topsoil, seeding, sodding and installation of berms and landscaping as are necessary to minimize the visual impact of Fill or Grade alteration proposals and to provide for stabilization of altered Grade;

c) The Municipality may require a lot grading certificate upon completion of the work described in any Permit and may require the Owner or Applicant to post security to ensure delivery of such certificate.

5.5 A Site Alteration Permit shall not exempt the Owner from obtaining any other necessary approvals from governments, boards and/or other approval authorities which have jurisdiction in the area.

5.6 A Site Alteration Permit shall be valid for the length of time detailed by the Municipality.

5.7 A Site Alteration Permit shall be transferable to subsequent owners of the Site provided the Municipality is advised in writing of their acknowledgment and commitment to comply with all of the requirements of an existing Site Alteration Permit.

5.8 Subject to potential financial conditions which may be required pursuant to section 5.9 of this By-Law, the Site Alteration Permit fee and other fees associated with this By-Law are contained in the Municipality's Fees and Charges By-Law, as amended or replaced.

5.9 Notwithstanding sections 5.2 through 5.8 of this By-Law, the Municipality with respect to any application for a Permit, in its sole and absolute discretion, may require the Owner to enter into a Site Alteration Agreement with the Municipality as a condition of Permit approval and such Site Alteration Agreement shall be registerable on title of and run with the lands to ensure the site alteration proposed for the lands occurs in accordance with approved plans, specifications and proper engineering principles. The aforementioned Site Alteration Agreement may require:

- a) The Owner to provide financial security to the Municipality in an amount and form acceptable to the Municipality in its sole and absolute discretion;
- b) The Owner to provide evidence that he/she/it has sufficient liability insurance coverage to cover the risks associated with the proposed site alternation;
- c) The Owner or Applicant to release, indemnify and/or agree to defend the Municipality;
- d) The Owner to certify that the fill contains no contaminants, as defined by the Environmental Protection Act, RSO 1990 c E 19, as amended or replaced, and any Regulations of the aforementioned Act, as amended or replaced;
- e) Certification by a geotechnical engineer or similarly qualified Person at any time during the Site Alteration project; and/or
- f) The Owner to address such other safeguards related to the proposal and engineering drawings which are raised at the absolute discretion of the Director



of Infrastructure and Development Services of the Municipality, or his designate, as context requires, which are communicated to the applicant.

## **6. EXEMPTIONS**

6.1 The provisions of this By-Law do not apply to the following:

- a) Activities of a Municipality, County, local board, road authority, or Crown Agency as defined in the Crown Agency Act.
- b) Activities authorized pursuant to a building permit issued by the Municipality.
- c) Normal farm practices as defined in section 1.1 of the Farming and Food Production Protection Act, 1998, S.O. 1998, c. 1, as amended or replaced.
- d) Any placing or dumping of fill, removal of soil, or alteration of the grade of land exempted pursuant to section 142(5) of the Municipal Act.
- e) Activities pursuant to executed site plan agreement, subdivision agreement, severance agreement or any other development agreement pursuant to the Planning Act.

## **7. ENFORCEMENT, REMEDIES AND PENALTIES**

7.1 The provisions of this By-Law shall be enforced by an Officer.

7.2 In accordance with section 436 of the Municipal Act, an Officer may at all reasonable times enter and inspect any land to which this By-Law has application.

7.3 Every person who contravenes any provision of this By-Law is guilty of an offence and upon conviction is liable to a fine as provided for by the Provincial Offences Act, R.S.O. 1990, Chapter P.33, as amended.

7.4 Subject to section 7.6 of this By-Law, in the event that the Municipality furthers enforcement of this By-Law by prosecution commenced under Part III of the Provincial Offences Act, each contravention of any provision of this By-Law is hereby designated a "continuing offence" pursuant to section 429(2)(a) of the Municipal Act for each day or part of a day that the offence continues.

7.5 Subject to section 7.6 of this By-Law, any Person guilty of an offence, upon conviction under Part III initiated proceedings under the Provincial Offences Act is liable to the Municipality for a fine not less than \$500.00 and not more than \$10,000.00 for each day or part of day that the offence continues, in accordance with section 429(3)2. of the Municipal Act.

7.6 Notwithstanding sections 7.4 and 7.5 of this By-Law, any Person guilty of an offence, upon conviction under proceedings commenced under Part III of the Provincial Offences Act who has participated in any manner in arranging, planning, organizing, financially supporting, carrying out or permitting, whether implicitly or expressly, the removal the existing ground surface of land without or contrary to a Permit to allow for the placing or dumping of fill without obtaining or contrary to a Permit is liable to the Municipality for a "special fine" in the amount of \$50,000.00 in lieu of section 7.5 fines if the "special fine" amount is greater than the amount the total fine amount the convicted Person would be liable to the Municipality for pursuant to section 7.5 at the time the conviction is entered. The "special fine" is established under the meaning and authority of section 429(2)(d) of the Municipal Act, for the purpose of eliminating or reducing any economic advantage or gain from the contravention of this By-Law.

7.7 As set out in section 431 of the Municipal Act and in addition to any other enforcement, remedy or penalty provided for in this By-Law, where a conviction has been entered in Part III proceedings under the Provincial Offences Act, the court which enters the conviction and/or any court of competent jurisdiction thereafter may make an order prohibiting the continuation or repetition of the offence by the Person convicted.

7.8 In accordance with section 444 of the Municipal Act and addition to any other fine or remedy authorized by this By-Law, if an Officer is satisfied that this By-Law has been contravened, the Officer may make an order, known as an "Order to Discontinue Activity", requiring the Person who contravened the By-law, or who caused or permitted the contravention, or the Owner of the land on which the contravention occurred, to discontinue the contravention.

7.9 An Order to Discontinue Activity shall set out:

- a) The Person to whom it is directed;
- b) The municipal address or legal description of the property on which the contravention occurred;
- c) The date of the contravention;
- d) The reasonable particulars of the contravention of the By-law;
- e) The date by which there must be compliance with the Order to Discontinue Activity; and
- f) The date on which the Order may expire.

7.10 The Order to Discontinue Activity may be served personally on the Owner or Person to whom it is directed or by regular mail to the last known address of that Owner or Person, in which case it shall be deemed to have been given on the third day after it



is mailed. Service on a corporation, partnership or other business association can be effected by registered mail to its registered corporate or business address or its publicly advertised address.

7.11 If the Municipality is unable to effect service on the Owner under section 7.10, it shall place a placard containing the terms of the Order to Discontinue Activity in a conspicuous place on the land and may enter on the land for this purpose. The placing of the placard shall be deemed to be sufficient service of the Order to Discontinue Activity.

7.12 In accordance with section 445 of the Municipal Act and in addition to any other fine or remedy authorized by this By-Law, if an Officer is satisfied that a contravention of the by-law has occurred, the Officer may make an order, known as a "Work Order", requiring the Owner or Person who contravened the by-law or who caused or permitted the contravention or the Owner or occupier of the land on which the contravention occurred to do the work to correct the contravention.

7.13 A Work Order shall set out:

- a) The municipal address or the legal description of the land;
- b) Reasonable particulars of the contravention and of the work to be done;
- c) A deadline, being a specific date, for compliance with the Work Order; and
- d) A notice that if the work is not done in compliance with the Work Order by the deadline, the Municipality may have the work done at the expense of the Owner and the cost of the work may be recovered by adding the amount to the Owner's tax roll.

7.14 The Work Order may be served personally on the Owner or Person to whom it is directed or by regular mail to the last known address of that Person, in which case it shall be deemed to have been given on the third day after it is mailed. Service on a corporation, partnership or other business association can also be effected by registered mail to its registered corporate or business address or its publicly advertised address.

7.15 If the Municipality is unable to effect service on the owner under section 7.14, it shall place a placard containing the terms of the Work Order in a conspicuous place on the land and may enter on the land for this purpose. The placing of the placard shall be deemed to be sufficient service of the Work Order.

7.16 Where anything required or directed to be done in accordance with this By-Law is not done, an Officer may upon such notice as he/she deems suitable, do such thing at the expense of the Person required to do it, and in so doing may

charge an administration fee as outlined within the Municipality's current Fees By-law, as amended or replaced. Both the expense and fee may be recovered by action or by adding the costs to the tax roll and collecting them in the same manner as municipal taxes.

7.17 Where the Municipality proceeds pursuant to section 7.16 of this By-Law, an Officer or any person under his or her direction may enter onto the land and with the appropriate equipment as required to bring the property into compliance with this By-Law.

## **8. SEVERABILITY**

8.1 If a court of competent jurisdiction should declare any section or part of a section of this By-Law to be invalid, such section or part of a section shall not be construed as having persuaded or influenced Council to pass the remainder of the By-Law and it is hereby declared that the remainder of the by-law shall be valid and shall remain in force.

## **9. EFFECTIVE DATE**

9.1 This By-Law shall come into force and take effect on the day it is passed.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME, AND FINALLY PASSED THIS 24<sup>th</sup> DAY OF APRIL, 2023.**

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Mayor  
Grant Jones

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CAO/Clerk  
Jeff Carswell





**THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD**

**BY-LAW NO. 2023-28**

**Being a By-law to authorize entering an agreement with Circular Materials Ontario Eligible Community Promotion and Education Services**

**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 continue providing Blue Box Promotion and Education Services under agreement with Circular Materials Ontario;

**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 with Circular Materials Ontario for the provision of Blue Box Promotion and Education Services 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 24<sup>th</sup> DAY OF APRIL, 2023.**

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Mayor  
Grant Jones

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CAO/Clerk  
Jeff Carswell

**AGREEMENT**  
**for**  
**ELIGIBLE COMMUNITY PROMOTION AND EDUCATION**  
**(NO COLLECTION SERVICES)**



This agreement (this “Agreement”) is entered into as of April 24th, 2023, (“Effective Date”)

Between

Township of Southwold, a corporation incorporated under the laws of Ontario, having a place of business at 35663 Fingal Line, Fingal ON, N0L 1K0 (“Contractor”)

And

Circular Materials, a federal not-for-profit corporation, having a place of business at 1 St. Clair Avenue West, Suite 700, Toronto ON, M4V 1K6, operating as Circular Materials Ontario (“CMO”)

### **RECITALS**

WHEREAS, CMO is the administrator of the common collection system for Blue Box Material; and

WHEREAS, CMO issued an offer to the Contractor in connection with the promotion and education of Blue Box Material and related services; and

WHEREAS, Contractor and CMO (each a “Party”, and collectively the “Parties”) jointly desire to enter into this Agreement respecting the promotion and education of Blue Box Material and related services for the Eligible Community listed in Exhibit 3; and

WHEREAS the Contractor agrees to provide the Work in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties acknowledge and agree to all covenants, terms and conditions as stipulated in this Agreement, as follows:

**[Remainder of Page Intentionally Left Blank]**

## **EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS**

### **ARTICLE 1 DEFINITIONS**

#### **1.1 Definitions**

“BLUE BOX MATERIAL” has the meaning set out in the Regulation.

“COLLECTION SERVICES” means the work required for the collection, or receipt in the case of a depot, of Blue Box Material from an Eligible Source located within an Eligible Community and delivery of the collected Blue Box Material to a RF.

“ELIGIBLE COMMUNITY” has the meaning set out in the Regulation.

“ELIGIBLE SOURCES” means, collectively, (i) eligible sources as defined in the Regulation and (ii) sources agreed by the Parties to be eligible sources for the purposes of the Agreement.

“FACILITY” has the meaning set out in the Regulation.

“HOUSEHOLD” means (i) a Residence, (ii) a dwelling unit contained within the type of Facility described by section (a) of the definition of “facility” in the Regulation and (iii) households agreed by the Parties to be households for the purposes of the Agreement (including the households referred to in Exhibit 2).

“NON-BLUE BOX MATERIAL” means material that is not Blue Box Material

“PROMOTION AND EDUCATION MATERIAL” means promotion and education materials developed by CMO or the Contractor in respect of the Blue Box Material.

“RECEIVING FACILITY” or “RF” means any facility designated by CMO as the point where the entity delivering Collection Services is to unload Blue Box Material, including any alternate facilities identified by CMO for use when an RF is unable to accept Blue Box Material.

“REGULATION” means Ontario Regulation 391/21 under the (Ontario) Resource Recovery and Circular Economy Act, 2016.

“RESIDENCE” has the meaning set out in the Regulation.

“SERVICE COMMENCEMENT DATE” means the applicable date on which the Work commences in an Eligible Community.

“WORK” means the performance of services including the supply of all materials, equipment, labour, facilities, supervision, services, permits, licenses, or approvals required to complete the Contractor’s obligations under this Agreement.



## ARTICLE 2 TERM

### 2.1 Term

This Agreement will commence on the Service Commencement Date and its initial term will continue until December 31, 2025 unless terminated as set out in Article 4. CMO and the Contractor, by mutually written agreement, may extend this Agreement for up to three (3) further periods of one (1) year each. The initial term and any such additional term or terms are herein referred to as the “Term”.

## ARTICLE 3 PROMOTION AND EDUCATION SERVICES

### 3.1 Promotion and Education Services

- (a) The Contractor shall have responsibility for executing the following promotion and education activities, as applicable, for Households identified in Exhibit 4 (“**Promotion and Education Activities**”):
  - Waste guides and calendars
  - Waste website widgets and related mobile apps.
- (b) Where the Contractor is providing waste guides and calendars, the Contractor will have responsibility for:
  - (A) the development, design, printing, and distribution of the waste guides and calendars to Households.
  - (B) providing persons associated with Households information about Collection Services, including:
    - the days and times that Collection Services are provided;
    - a list of Blue Box Material that may be deposited into blue box receptacles;
    - a list of materials that may not be deposited into blue box receptacles;
    - a description of how blue box receptacles can be replaced, or how additional blue box receptacles can be requested; and
    - the telephone number and email address of the Contractor delivering Collection Services at which persons may receive responses to questions or concerns relating to Collection Services.
- (c) Where the Contractor is managing waste website widgets and related mobile apps, the Contractor will have responsibility for:
  - (A) Maintaining all subscription requirements;
  - (B) Managing any Non-Blue Box Material-related content and information, as applicable; and
  - (C) Providing CMO with a login account to allow CMO staff to manage content related to Blue Box Material.

- (d) Contractor is to provide Promotion and Education Activities are at a standard similar to or exceeding the standard of Promotion and Education Activities prior to the Service Commencement Date.
- (e) CMO shall not be obligated to join or instigate litigation to protect the right of the Contractor. The Contractor may independently enforce its rights under this Agreement against third party violators, including but not limited to seeking injunctive relief.

#### **ARTICLE 4 TERMINATION**

- 4.1** Without prejudice to any other right or remedy CMO may have under this Agreement, CMO may terminate this Agreement, as follows:
- (a) If there is a Legislative Change, immediately, upon written notice being provided to the Contractor; or
  - (b) If Contractor fails to deliver the Promotion and Education Activities set out in Section 3.1 or the standard of such Promotion and Education Activities falls below the standard prior to the Service Commencement date and does not rectify the failure within 30 calendar days of receipt of notice thereof from CMO.
- 4.2** Either Party may, at any time and without cause, terminate this Agreement for convenience upon giving the other Party 180 days' written notice (or such shorter amount of notice if agreed in writing by the other Party).

#### **ARTICLE 5 STANDARD CONDITIONS**

##### **5.1 Governing Laws**

This Agreement will be interpreted and governed by the laws of the Province of Ontario.

##### **5.2 Compliance with Laws and Permits**

- (a) The Contractor shall comply in all material respects with Applicable Laws and shall perform and complete the Work, and cause the Work to be performed and completed, in accordance with and in compliance with all Applicable Laws, including all Applicable Laws related to the environment and health and safety. If there is a conflict between the standards required by Applicable Laws, then Contractor shall perform and complete the Work in compliance with the higher or more rigorous standard.
- (b) The Contractor shall obtain, and shall ensure Subcontractors obtain, all permits, permissions, licences, and approvals required to perform the Work.

##### **5.3 Assignment**

This Agreement enures to the benefit of and is binding upon the Contractor and CMO and their successors and permitted assigns. The Contractor shall not assign, transfer (including a change in control of Contractor), convey or otherwise dispose of this Agreement, including any rights or obligations under this Agreement, or its power to execute such Agreement, without the prior written consent of CMO.



#### **5.4 Contractor to Make Examinations**

The Contractor has made its own examination, investigation, and research regarding proper methods of providing the Work and all conditions affecting the Work under this Agreement, and the labour, equipment and materials needed thereon, and the quantity of the work to be performed. The Contractor agrees that it has satisfied itself based on its own investigation and research regarding all such conditions, that its conclusion to enter into this Agreement was based upon such investigation and research, and that it shall make no claim against CMO because of any of the estimates, statements or interpretations made by any officer or agent of CMO that may be erroneous.

#### **5.5 Changes to Agreement**

- (a) Changes to this Agreement may only be made in writing signed by duly authorized representatives of both Parties.
- (b) Except as otherwise expressly stated in this Agreement, no amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, is binding unless executed in writing and signed by an authorized representative of each Party. Notwithstanding the foregoing, CMO may propose any revisions to this Agreement necessary to comply with amendments to the Regulation or other notices, interpretations, rulings, directives or other communications issued pursuant to the Regulation (collectively, “Communications”), and CMO will provide the Contractor with written notice of such proposed revisions as soon as reasonably practicable. CMO shall make commercially reasonable efforts to consider and respond to reasonable written feedback related to such revisions received from the Contractor within thirty (30) calendar days of receiving such feedback.

#### **5.6 Conflicts and Omissions**

- (a) Neither Party to this Agreement shall take advantage of any apparent error or omission in this Agreement. Any Work not herein specified which is necessary for the proper performance and completion of any Work contemplated, which may be implied as included in this Agreement, shall be done by the Contractor as if such Work had been specified and shall not be construed as a variation of the Work.
- (b) If the Contractor discovers any provision in this Agreement which is contrary to, or inconsistent with any Applicable Law, the Contractor shall forthwith report the inconsistency or conflict to CMO in writing and shall not perform the Work impacted by such inconsistency or conflict until it receives instructions from CMO.

#### **5.7 Duty to Notify**

If the Contractor becomes aware of any problem and/or condition which may adversely affect the performance of the Work, or the ability of the Contractor to conform with any requirements for the term of this Agreement, then the Contractor shall promptly, and in no event more than two (2) Business Days after becoming aware of same, notify CMO, in writing, of such occurrence and of the nature of the relevant problem or condition in sufficient detail to permit CMO to understand the nature and scope thereof. In any event, the Contractor will provide such written progress reports to CMO as reasonably requested by CMO but not less frequently than monthly unless otherwise agreed to in writing by CMO.

## **5.8 Severability**

- (a) If, for any reason, any part, term, or provision of this Agreement is held by a court of the Province of Ontario to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.
- (b) If it should appear that any provision hereof conflicts with any statutory provision of the Province of Ontario or Government of Canada, said provision, which may conflict therewith, shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

## **5.9 Further Assurances**

Each Party shall, at its expense, do, execute and deliver, or cause to be done, executed and delivered, such further acts and documents as the other Party may reasonably request from time to time for the purpose of giving effect to this Agreement or carrying out the intention or facilitating the performance of the terms of this Agreement.

## **5.10 Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original and which, taken together, shall constitute one and the same instrument. Each counterpart of this Agreement may be executed by electronic signature. CMO and the Contractor shall execute and deliver such further and other documents and do and perform such further and other acts or things as may be necessary or desirable to give full effect to this Agreement.

## **5.11 Notice**

Unless expressly stated otherwise, any notice, request, consent, claim, demand, waiver or other communication required or permitted to be given in connection with this Agreement must be given in writing and will be given by hand or sent by courier or emailed, in each case addressed as follows, and will be deemed to have been received on the day of receipt if by hand or courier, or if given by email three (3) business days after confirmation of email transmission.

### **To CMO:**

Circular Materials Ontario  
1 St. Clair Avenue West, Suite 700  
Toronto, ON M4V 1K6  
Attention: Jennifer James, Director, Marketing & Communications – Eastern Canada

Email: [operations@circularmaterials.ca](mailto:operations@circularmaterials.ca)

### **To Contractor:**

Township of Southwold  
35663 Fingal Line  
Fingal, ON N0L 1K0  
Attention: Jeff Carswell

Email: [treasurer@southwold.ca](mailto:treasurer@southwold.ca)



**IN WITNESS WHEREOF**, the terms and conditions of this Agreement are acknowledged and agreed to by the Parties as of the date first listed above.

**Township of Southwold**

By: \_\_\_\_\_  
Name: Grant Jones  
Title: Mayor

By: \_\_\_\_\_  
Name: Jeff Carswell  
Title: CAO/Clerk

We have authority to bind the Contractor.

**Circular Materials Ontario**

By: \_\_\_\_\_  
Name: Allen Langdon  
Title: CEO

I have authority to bind CMO

**EXHIBIT 2: HOUSEHOLDS RECEIVING COLLECTION SERVICES**

<b>Eligible Community</b>	<b>Number of Households Receiving Collection Services</b>
Township of Southwold	1,874

**\*NOTE: The number of Households for multi-family buildings is determined by the number of dwelling units located within the applicable multi-family building.**

**\*\*NOTE: CMO holds no responsibility or liability for actual information that is different from the information presented in this Exhibit.**



### **EXHIBIT 3: SERVICE COMMENCEMENT DATE**

The table included below lists the Service Commencement Date when services, forming the Work described by this Agreement, are to commence in each Eligible Community.

<b>Eligible Community</b>	<b>Service Commencement Date</b>
Township of Southwold	2023-07-01

#### **EXHIBIT 4: COMPENSATION**

- 1.1 In consideration for Contractor's performance of the Promotion and Education Activities, CMO will pay Contractor the Unit Price for the applicable Promotion and Education Activities selected (as indicated by an x in the associated check box) in the table below:

	<b>Promotion and Education Activities</b>	<b>Unit Price per Year \$ per Household Receiving Collection Services</b>
<input checked="" type="checkbox"/>	Waste guides and calendars	\$0.35
<input checked="" type="checkbox"/>	Waste website widgets and mobile apps	\$0.15

- 1.2 For clarity, the number of Households listed in Exhibit 2 shall be used in the calculation of the Unit Price even if the number of Households listed in Exhibit 2 is not the actual number of Households at the start of the applicable calendar year.

- 1.3 All amounts are in Canadian funds.

- 1.4 Documentation and Payment

- (a) The payment provided by CMO as identified in this Exhibit must only be used with respect to Blue Box Material and may not be used for any Promotion and Education Activities for non-Blue Box Material (i.e garbage, organics, etc.).
- (b) CMO may issue a purchase order in respect of the Agreement. Any such purchase order shall be solely for the convenience of CMO and, notwithstanding any of the provisions set out in such purchase order, shall not create any binding obligations of either CMO or the Contractor or in any way be deemed to supersede or amend this Agreement or be considered to form part of this Agreement.
- (c) CMO shall pay the amount due under Section 1.1 on January 31 of each year during the Term of this Agreement. Where the Contractor's Service Commencement Date falls on a date other than January 1<sup>st</sup>, the Unit Price for the first payment will be calculated as follows: Unit Price in the table in Section 1.1 divided by twelve (12) and multiplied by the number of full months between the Service Commencement Date and December 31.
- (d) Where the Contractor disputes the amount of a payment, the Contractor shall issue a written notice to CMO describing the reasons for the disputed amount.
- (e) The Contractor shall inform CMO of any payment errors that result in payment errors by CMO in a timely manner by issuing a written notice informing CMO of the credit necessary to correct such error in the next payment or, if the overpayment is in respect of the last payment, by issuing a refund to CMO within thirty (30) calendar days.

- 1.5 Taxes

- (a) Except for the applicable Value Added Taxes payable by CMO, all taxes, including any sales, use, excise and similar value added taxes, however denominated or measured, imposed upon the price or compensation under this Agreement, or upon the Work provided hereunder or thereunder, or based on or measured by gross receipts or net income, or measured by wages, salaries or other remuneration of the Contractor's employees, will be solely the responsibility



of the Contractor. The Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

- (b) The Contractor is a registrant within the meaning of Part IX of the Excise Tax Act and shall provide CMO with its harmonized sales tax (“HST”) number.

#### 1.6 Monies Due to CMO

In the event there are any monies payable to CMO by the Contractor under the terms of this Agreement, CMO shall invoice the Contractor for such amounts and the Contractor shall pay such amounts to CMO in accordance with such invoice.



**PORT COLBORNE**

Development and Legislative Services

Municipal Offices: 66 Charlotte Street  
Port Colborne, Ontario L3K 3C8 • [www.portcolborne.ca](http://www.portcolborne.ca)  
"  
T 905.835.2900 ext 106 F 905.834.5746  
E [charlotte.madden@portcolborne.ca](mailto:charlotte.madden@portcolborne.ca)

April 11, 2023

Municipality of Trent Lakes  
760 Peterborough County Road 36  
Trent Lakes, ON K0M 1A0

To: The Honourable Steve Clark, Minister of Municipal Affairs and Housing  
[minister.mah@ontario.ca](mailto:minister.mah@ontario.ca)  
The Honourable Doug Ford, Premier of Ontario  
[premier@ontario.ca](mailto:premier@ontario.ca)  
The Honourable Dave Smith, MPP Peterborough-Kawartha  
[dave.smithco@pc.ola.org](mailto:dave.smithco@pc.ola.org)  
The Honourable Michelle Ferreri, MP Peterborough-Kawartha  
[michell.ferreri@parl.gc.ca](mailto:michell.ferreri@parl.gc.ca)  
Curve Lake First Nation  
[audreyp@curvelake.ca](mailto:audreyp@curvelake.ca)  
The Association of Municipalities Ontario  
[amo@amo.on.ca](mailto:amo@amo.on.ca)

**Re: Municipality of Trent Lakes – Oath of Office**

Please be advised that, at its meeting of March 14, 2023 the Council of The Corporation of the City of Port Colborne resolved as follows:

That correspondence received from the Municipality of Trent Lakes regarding Oath of Office, be supported.

A copy of the above noted resolution is enclosed for your reference.

Sincerely,

Charlotte Madden  
Acting City Clerk

Cc: All Ontario Municipalities





760 Peterborough County Road 36, Trent Lakes, ON K0M 1A0 Tel 705-738-3800 Fax 705-738-3801

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February 28, 2023

**Via email only**

To: The Honourable Steve Clark, Minister of Municipal Affairs and Housing  
[minister.mah@ontario.ca](mailto:minister.mah@ontario.ca)  
The Honourable Doug Ford, Premier of Ontario  
[doug.fordco@pc.ola.org](mailto:doug.fordco@pc.ola.org)  
The Honourable Dave Smith, MPP Peterborough-Kawartha  
[dave.smithco@pc.ola.org](mailto:dave.smithco@pc.ola.org)  
The Honourable Michelle Ferreri, MP Peterborough-Kawartha  
[michelle.ferreri@parl.gc.ca](mailto:michelle.ferreri@parl.gc.ca)  
Curve Lake First Nation  
[audreyp@curvelake.ca](mailto:audreyp@curvelake.ca)  
The Association of Municipalities Ontario  
[amo@amo.on.ca](mailto:amo@amo.on.ca)

**Re: Oath of Office**

Please be advised that during their Regular Council meeting held February 21, 2023, Council passed the following resolution:

Resolution No. **R2023-119**

Moved by Councillor Franzen  
Seconded by Deputy Mayor  
Armstrong

**Whereas** most municipalities in Ontario have a native land acknowledgement in their opening ceremony; and

**Whereas** a clear reference to the rights of Indigenous people is the aim of advancing Truth and Reconciliation; and

**Whereas** Call to Action 94 of the Truth and Reconciliation Commission of Canada called upon the Government of Canada to replace the wording of the Oath of Citizenship to include the recognition of the laws of Canada including Treaties with Indigenous Peoples; and

**Whereas** on June 21, 2021 an Act to amend The Citizenship Act received royal assent to include clear reference to the rights of Indigenous peoples aimed at advancing the Truth and Reconciliation Commission's Calls to Action within the broader reconciliation framework; and

**Whereas** the Truth and Reconciliation Commission of Canada outlines specific calls to action for municipal governments in Canada to act on, including education and collaboration;

**Therefore be it resolved that** Council request to the Minister of Municipal Affairs and Housing that the following changes be made to the municipal oath of office: I will be faithful and bear true allegiance to His Majesty King Charles III and that I will faithfully observe the laws of Canada including the Constitution, which recognizes and affirms the Aboriginal and treaty rights of First Nations, Inuit and Metis peoples; and further

**That** this resolution be forwarded to the Association of Municipalities of Ontario (AMO), all Ontario municipalities, MPP Dave Smith, MP Michelle Ferreri, Premier Doug Ford and Curve Lake First Nation.

Carried.

Sincerely,

Mayor and Council of the Municipality of Trent Lakes

Cc: All Ontario municipalities

<b>REPORT TO:</b>	<input type="checkbox"/> Administrative Council <input type="checkbox"/> Program and School Services Advisory Committee <input type="checkbox"/> Policy Working Committee <input type="checkbox"/> Planning and Priorities Advisory Committee <input checked="" type="checkbox"/> Board <input type="checkbox"/> Other:
	For Board Meetings: <input checked="" type="checkbox"/> PUBLIC <input type="checkbox"/> IN-CAMERA
<b>TITLE OF REPORT:</b>	Education Development Charges
<b>PRESENTER(S):</b> <i>(list ONLY those attending the meeting)</i>	Linda Nicholls, Acting Associate Director Geoff Vogt, Superintendent of Facility Services and Capital Planning Ben Puzanov, Manager of Planning
<b>REPORT AUTHOR(S):</b>	Ben Puzanov, Manager of Planning Cassandra Harms, Junior Planner
<b>PRESENTED FOR:</b>	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Input/Advice <input type="checkbox"/> Information
<b>Recommendation(s):</b> <i>(only required when presented for approval)</i>	<p>THAT Administration initiate the process to consider the passage of education development charge by-laws across the TVDSB's jurisdiction in Middlesex, Elgin and St. Thomas, Oxford, and London, including public consultation.</p>
<b>Purpose:</b>	To provide an overview of education development charges and consider their implementation across TVDSB's jurisdiction.
<b>Content:</b>	<p><b>BACKGROUND</b></p> <p>In accordance with the <i>Education Act</i>, school boards are responsible for providing pupil accommodation for students. Planning for the construction of new capital is an integral part of a school board's ability to provide adequate pupil accommodation, especially as residential growth continues to occur at a rapid pace throughout the district.</p> <p>Education Development Charges (EDCs) are a revenue source for eligible school boards that need to purchase land for new schools in order to accommodate students resulting from new residential development. Ontario Regulation 20/98 provides detailed requirements for a school board's eligibility to impose EDCs and the process for determining EDC rates. School boards that collect EDCs may acquire sites in accordance with a timeline included in their EDC background study and in advance of business case approvals for the construction of these new schools.</p> <p>EDCs may be collected from residential development (or a combination of residential and non-residential development), with some restrictions and exceptions, and are to be used to support costs related to providing accommodation for students in the area to which the by-law applies. This would generally include the following:</p> <ol style="list-style-type: none"> <li>1. Costs to acquire land or an interest in land, including a leasehold interest, to be used by the board to provide pupil accommodation;</li> <li>2. Costs to provide services to the land or otherwise prepare the site so that a building or buildings may be built on the land to provide pupil accommodation;</li> <li>3. Costs to prepare and distribute education development charge background studies;</li> </ol>



	<ol style="list-style-type: none"> <li>4. Interest on money borrowed to pay for costs noted in items 1 and 2 above; and</li> <li>5. Costs to undertake studies in connection with an acquisition referred to in item 1 above.</li> </ol> <p>TVDSB does not currently collect EDCs. In addition to Ministry approvals related to projected enrolment and required school sites, at least one of the following conditions must be met for TVDSB to pass initial EDC by-laws:</p> <ol style="list-style-type: none"> <li>1. The estimated average number of elementary school pupils of the board over the five years immediately following the day the board intends to have the by-law come into force exceeds the total capacity of the board to accommodate elementary school pupils throughout its jurisdiction on the day the by-law is passed; and/or</li> <li>2. The estimated average number of secondary school pupils of the board over the five years immediately following the day the board intends to have the by-law come into force exceeds the total capacity of the board to accommodate secondary school pupils throughout its jurisdiction on the day the by-law is passed;</li> </ol> <p>Based on conservative estimates, Administration projects that condition 1 above will be met as a minimum in the coming years and it would be prudent for the Board to consider the passage of EDC by-laws across the district.</p> <p>For the purposes of Ontario Regulation 20/98, TVDSB is organized into four regions: County of Middlesex, County of Elgin and the City of St. Thomas, County of Oxford, and the City of London. The qualification criteria outlined above apply to the entire jurisdiction of TVDSB and are not region-specific. The Board may pass an EDC by-law for each of these regions if it deems it appropriate to do so and funds collected in each would only be used for sites within the respective region. If an EDC by-law is passed, charges are collected by the respective municipalities in each region at the time of building permit issuance and are subsequently remitted to the school board.</p> <p>The passage of an EDC by-law by a school board authorizes the imposition and collection of EDCs. Each EDC by-law has a maximum term of 5 years but may be renewed sooner. The calculation of the charge is based on projected enrolment resulting from new development over a fifteen-year period.</p> <p>To pass an EDC by-law, a school board must first complete a background study. This study provides information on the methodology used by the school board in determining the calculation of the charge, as well as the assumptions and logic employed in determining development projections, enrolment projections, site requirements, and estimated education land costs.</p> <p>The calculation of the charge is based on estimates of the anticipated volume, type, and location of development, the number of projected new pupils, as well as an estimated cost of land needed for education purposes.</p>
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	<p><b>Benefits of EDC By-laws</b></p> <p>Over the last couple of years, TVDSB has experienced significant challenges in securing land in a timely manner in order to support the construction of new schools that have been approved through the Ministry of Education's Capital Priorities Program. This is largely due to the rapid pace of development activity across our district. Both the TVDSB and our municipal partners would benefit from the implementation of EDCs through the increased expediency with which TVDSB could provide adequate pupil accommodation.</p> <p>TVDSB currently relies on the Ministry's Land Priorities Program to fund the acquisition and site preparation of land for new schools. EDCs would provide an alternative source of revenue for the board, thereby improving the ability to address accommodation pressures in a more timely manner and strengthen our business case submissions to the Ministry as growth-related school site acquisitions would no longer be funded by the Province. The TVDSB faces persistent accommodation pressure across the district as a direct result of new residential development and access to EDCs would be beneficial in responding to this growth in a timely manner. It is important to note that as with the Land Priorities Program, Ministry approval to secure properties needed for student accommodation would still be required if EDCs are collected in one or more of our regions.</p> <p><b>Challenges with EDCs</b></p> <p>EDCs vary across school boards based on the future site acquisition requirements of each district. The background study will identify the total amount of EDCs that TVDSB will need to collect for future land acquisitions and site preparations. The Province has imposed a cap on initial EDCs and the rate at which they can increase each year. Any deficits in EDC accounts are generally funded by debt until such a time that sufficient monies are collected from new development to cover site acquisition and preparation costs. Debt service charges are EDC-eligible to ensure boards are able to recover costs over time.</p>
<b>Financial Implications:</b>	The costs to prepare an EDC background study would be apportioned by region and are EDC-eligible. If the background study work is completed but the by-law(s) is not passed, costs incurred in this regard would be the responsibility of TVDSB as there is no other funding mechanism to recover these expenses.
<b>Timeline:</b>	Administration proposes to complete this work as soon as possible and for Trustees to consider passage of EDC by-laws in the Spring or Fall of 2024.
<b>Communications:</b>	An extensive public consultation program would be initiated as part of the preparation of a development charges background study, including discussions with municipal partners, the public, and the development and building community.
<b>Appendices:</b>	APPENDIX A - Presentation

**Strategic Priority Area(s):**

**Relationships:**

☐ Students, families and staff are welcomed, respected and valued as partners.

☐ Promote and build connections to foster mutually respectful communication among students, families, staff

and the broader community.

☐ Create opportunities for collaboration and partnerships.

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**Equity and Diversity:**

☐ Create opportunities for equitable access to programs and services for students.

☐ Students and all partners feel heard, valued and supported.

☐ Programs and services embrace the culture and diversity of students and all partners.

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**Achievement and Well-Being:**

☐ More students demonstrate growth and achieve student learning outcomes with a specific focus on numeracy and literacy.

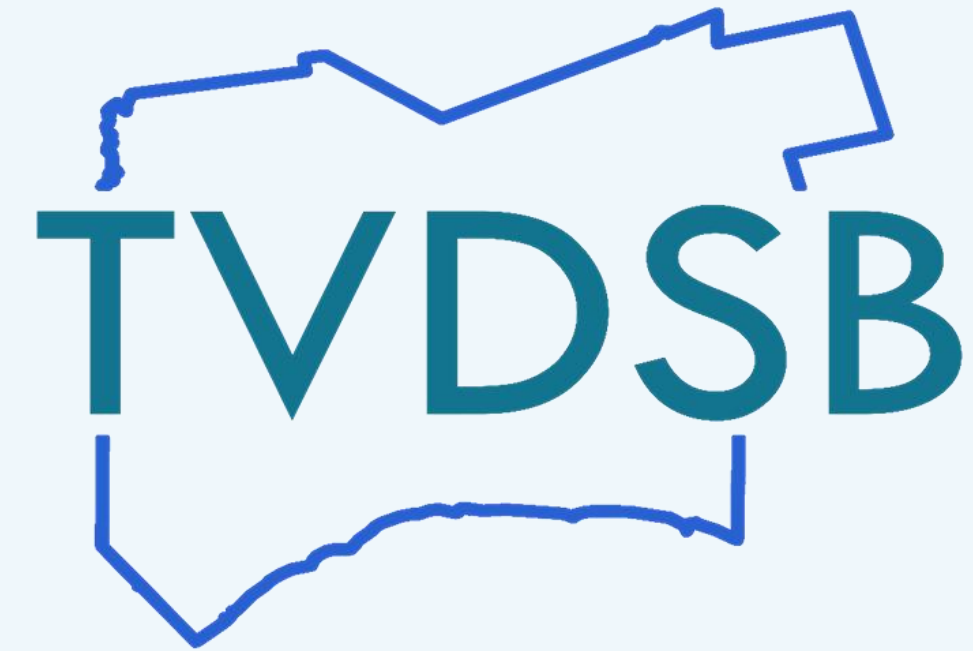
☐ Staff will demonstrate excellence in instructional practices.

☐ Enhance the safety and well-being of students and staff.

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*Form Revised JUNE 2021*





# Education Development Charges

March 28, 2023

# Agenda

**1. Background**

**2. Benefits**

**3. Challenges**

**4. Recommendation**

# I. Background: Education Development Charges

- Due to the rapid residential growth occurring across the district, planning for new capital is critical
- Education Development Charges (EDCs) are a resource school boards can use, if eligible, to purchase **land** for new schools
  - This helps to **ensure that land is more likely to be available** for new schools as soon as they are approved
- School boards that collect EDCs may acquire sites in accordance with a timeline included in their EDC background study



# I. Background: Education Development Charges

- EDCs are primarily collected on residential development; however, they can be applied to a combination of residential and non-residential development (with some exemptions and restrictions)
- Costs eligible for EDCs include the following:

**1** Costs to acquire land or an interest in land, including a leasehold interest, to be used by the board to provide pupil accommodation

**2** Costs to provide services to the land or otherwise prepare the site so that a building or buildings may be built on the land to provide pupil accommodation

**3** Costs to prepare and distribute education development charge background studies

**4** Interest on money borrowed to pay for costs noted in items 1 and 2

**5** Costs to undertake studies in connection with an acquisition referred to in item 1

# I. Background: Education Development Charges

- To initiate an EDC Background Study and consider the passage of EDC by-laws, school boards must meet **one of the following conditions**:
  1. The estimated average number of **elementary school pupils** of the board over the **five years** immediately following the day the board intends to have the by-law come into force exceeds the total capacity of the board to accommodate elementary school pupils throughout its jurisdiction on the day the by-law is passed
  2. The estimated average number of **secondary school pupils** of the board over the **five years** immediately following the day the board intends to have the by-law come into force exceeds the total capacity of the board to accommodate secondary school pupils throughout its jurisdiction on the day the by-law is passed

# I. Background: Education Development Charges

- For the purposes of EDCs, TVDSB is organized into four regions:
  - **County of Middlesex**
  - **County of Elgin** and the **City of St. Thomas**
  - **County of Oxford**, and
  - **City of London**
- EDCs are collected by the respective municipalities in each region and remitted to school board
- Each EDC by-law has a maximum term of **five (5) years**; however, it can be renewed sooner if deemed necessary
- Calculation of the charge is based on the projected enrolment resulting from new development over a **fifteen (15) year period**
- For an EDC by-law to be passed, a background study must first be completed



## 2. Benefits of EDC By-laws

- As a **high-growth district**, it is difficult to secure land in a timely manner to support construction for new schools
- EDCs will help with addressing accommodation pressures in a **more timely manner**, which benefits our students and communities
- No longer relying on Provincial funding for the acquisition of new school sites
- Land availability **strengthens** business case submissions

### 3. Challenges with EDCs

- Provincial government has imposed a **cap on initial EDC value**
  - There is also cap on the rate at which EDCs can increase each year
- Any deficits in EDC accounts are generally funded by debt
  - If there are insufficient funds in an EDC account to purchase a school site (i.e. funds still need to be collected from new development to pay for the purchase), the difference would have to be borrowed
  - Debt-service charges can be recouped through future EDCs to ensure all costs are recovered over time

## 4. Recommendation

THAT Administration initiate the process to consider the passage of education development charge by-laws across the TVDSB's jurisdiction in Middlesex, Elgin and St. Thomas, Oxford, and London, including public consultation.





Canadian National

Canadien National

**Janet Drysdale**

Senior Vice-President & Chief  
Stakeholder Relations Officer

Première vice-présidente et chef des  
Relations avec les intervenants

935 de La Gauchetière Street West  
Floor 16  
Montreal, Quebec H3B 2M9  
Telephone: (514) 399-4333

935, rue de La Gauchetière ouest  
16<sup>e</sup> étage  
Montréal (Québec) H3B 2M9  
Téléphone: (514) 399-4333

April 13, 2023

**VIA EMAIL**

Hon. Lisa Thompson  
Minister of Agriculture, Food & Rural Affairs  
77 Grenville Street, 11<sup>th</sup> Floor  
Toronto, ON M7A 1B3

Re: Drainage Issue in Ontario

Dear Minister Thompson,

I trust that this correspondence finds you well. I am communicating to you today as CN's recently appointed Senior Vice President & Chief Stakeholder Relations Officer, responsible for overseeing public and government affairs. I have engaged with my team and am up to date with respect to the ongoing drainage file.

I am aware that our decision not to pay for assessments made under the Ontario *Drainage Act* has led some municipalities to seek your support in asking federally regulated railways to change our approach and accept to pay. I am also aware that many have written to Minister Alghabra to express the same position. I want to take this opportunity to explain our perspective and avoid any misunderstanding respecting the reasons why we made that decision.

Adequate drainage of railway infrastructures is a safety concern and the management of water in proximity to our right of way remains a serious consideration. We have our own protocols in place to ensure that our rights of way are unobstructed and that their structure remains solid to safely operate our trains. We also understand the need for municipalities to have in place systems which ensure that lands within their jurisdiction are also adequately drained. It is against this background that we recently reviewed costs assessed to CN by municipalities. We were surprised to notice that many assessments exceeded the benefit CN derives from drainage works. In some instances, very high costs are assessed to CN even though our right of way is properly drained through our own systems of culverts and ditches located within our right of way. It is for this reason that we decided to cease payments, understanding that we remain prepared to assume our share of the costs where we benefit from the municipal infrastructure.

This position is consistent with our regulatory framework which applies to federal railways across Canada. On our network of approximately 14,000 miles, we have many Board orders or agreements made with municipalities respecting utility crossings and we remain available to discuss arrangements which are in line with that framework.

Unfortunately, we have not been able to agree with municipalities about this matter, as they all insist that we comply with the assessments. In the interest of transparency and given that this issue has been ongoing for some time, I am writing to inform you that CN will apply to the Canadian Transportation Agency respecting the apportionment of costs that ought to be determined in the case of one municipality.

We have not taken this decision lightly, but in the absence of negotiated settlements, this is the only option available to bring finality to the matter. We continue to believe that municipalities should accept to discuss with us the cost apportionment of drainage infrastructures on a basis consistent with the benefit derived. I assure you of our commitment towards amicable solutions with municipalities interested in that option.

We will continue to keep your office informed as this process progresses. We remain available to you should you have any questions or need of further information.

Sincerely,



Janet Drysdale

CC: Colin Best, AMO President  
Robin Jones, Chair of ROMA  
Hon. Omar Alghabra, Minister of Transport, Transport Canada  
Scott Butler, Executive Director Good Roads



**City of Stratford**  
**Corporate Services Department**  
Clerk's Office  
City Hall, P. O. Box 818  
Stratford, Ontario N5A 6W1  
Tel: 519-271-0250, extension 5237  
Email: [clerks@stratford.ca](mailto:clerks@stratford.ca)  
Website: [www.stratford.ca](http://www.stratford.ca)

April 17, 2023

Via email: [ltcminister@ontario.ca](mailto:ltcminister@ontario.ca)

Ministry of Long-Term Care  
6<sup>th</sup> Floor, 400 University Avenue  
Toronto, ON M5G 1S5

Dear Hon. Paul Calandra:

**Re: Resolution – Use of Long-Term Care Funding to Support Community Care Services**

---

At their April 11, 2023 Regular Council meeting, Stratford City Council adopted the following resolution requesting the provincial government to support community driven home care services through the redirect of ministry beds in abeyance funding:

**THAT staff be requested to send a letter to the provincial government to endorse the redirect of current ministry beds in abeyance funding towards the support of community care services.**

We kindly request your support and endorsement.

Sincerely,

*Chris Bantock*

Chris Bantock  
Deputy Clerk

cc: Premier Doug Ford  
Matthew Rae, MPP  
Association of Municipalities of Ontario  
All Ontario municipalities





## **THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD**

### **BY- LAW NO. 2023-29**

**Being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on April 24, 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 Regular Meeting of Council held on April 24, 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 24<sup>th</sup> DAY OF APRIL, 2023.**

---

Mayor  
Grant Jones

---

CAO/Clerk  
Jeff Carswell