



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

## **- A G E N D A -**

**Tuesday May 23, 2023**

### **REGULAR MEETING OF COUNCIL**

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

---

- 1. CALL TO ORDER**
- 2. ADDENDUM TO AGENDA**
- 3. DISCLOSURE OF PECUNIARY INTEREST**
- 4. ADOPTION AND REVIEW OF MINUTES**
  - (a) Draft Minutes of Regular Council Meeting of May 8, 2023
  - (b) Draft Minutes of the Special Council Meeting of May 9, 2023
  - (c) Draft Minutes of the Canada Day Committee Meeting of April 24, 2023
- 5. DELEGATION**
- 6. DRAINAGE**
- 7. PLANNING**
  - (a) **7:00 p.m.** Committee of Adjustment PLA 2023-18 MV 2023-01  
Coombes, 119 Glengariff Drive
  - (b) PLA 2023-19 Provincial Planning Statement Review
- 8. REPORTS**
  - (a) ENG 2023-26 County Road Maintenance Agreement
  - (b) ENG 2023-27 Water System Review and Recommendation
  - (c) County Council Highlights – May 9, 2023
- 9. CORRESPONDENCE**

**10. BY-LAWS**

- (a) By-law No. 2023-32, being a establish a levy for the year 2023, to adopt tax rates for 2023 and to provide for penalty and interest in default of payment and the collection thereof.
- (b) By-law No. 2023-33 being a By-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on May 9 and May 23, 2023

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

- (a) County of Prince Edward RE: Provincial Planning Statement
- (b) Municipality of Tweed RE: Hydro One/Bell Canada Poles and Infrastructure Coordination
- (c) Deputy Mayor Pennings – New Brand Application on Signage
- (d) Rural Ontario Municipal Association Intervenes in Drainage Dispute with CN Rail.

**12. CLOSED SESSION**

No business

**13. ADJOURNMENT:**

**NEXT REGULAR MEETING OF COUNCIL**

**Monday June 12, 2023 @ 7:00 P.M.**

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



## THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

### MINUTES

Regular Council Meeting  
Monday May 8, 2023  
7:00 p.m. Council Chambers, Fingal/Via Video Link

---

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

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

---

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

**ADDENDUM TO AGENDA:** None

**DISCLOSURES:** None

### ADOPTION AND REVIEW OF MINUTES:

#### Council Minutes – Adopt

#### 2023-167 Councillor Emons – Deputy Mayor Pennings

**THAT** the Minutes of the Regular Council Meeting of April 24, 2023  
are hereby adopted.

**CARRIED**

## **Committee Minutes – Review**

### **2023-168 Councillor Adzija – Deputy Mayor Pennings**

**THAT** Council has reviewed the Committee Minutes of the War Memorial Committee Meeting of November 8, 2022 and the draft Minutes of the War Memorial Committee Meeting of April 25, 2023.

**CARRIED**

## **PLANNING:**

### **PLA 2023-16 ZBA 2023-03 Woodland Way Developments Inc – 10247 Talbotville Gore Road**

#### **2023-169 Deputy Mayor Pennings – Councillor Adzija**

**THAT** Council approves the proposed Zoning By-law Amendment Application ZBA 2023-03 in accordance with the site-specific By-law contained within Appendix Three of Report PLA 2023-16.

**CARRIED**

### **PLA 2023-17 Information Pertaining to Proposed Provincial Planning Statement**

#### **STAFF DIRECTION**

Staff were directed by Council to obtain comments and concerns on the proposed Provincial Planning Statement and report back at the next Council meeting.

## **REPORTS:**

### **FIR 2023-05 Activity Report – April 2023**

Jeff McArthur presented this report.

### **FIR 2023-06 2022 Incident Report**

Jeff McArthur presented this report.

### **ENG 2023-24 Activity Report – April 2023**

Aaron Van Oorspronk presented this report.

## **ENG 2023-25 Ford Road Watermain**

### **2023-170 Deputy Mayor Pennings – Councillor Fellows**

**THAT** Council direct staff to proceed with the design and construction of a watermain extension on Ford Road subject to payment of rural connection fees.

**CARRIED**

## **CBO 2023-08 Activity Report – April 2023**

Corey Pemberton presented this report.

## **CBO 2023-09 Basketball Court at Talbotville Heritage Park Resurfacing Quote Acceptance**

### **2023-171 Councillor Emons – Councillor Adzija**

**THAT** Council receives report CBO 2023-09 as information, and

**THAT** Council awards the contract to Oscar Temple and Sons in the amount of \$14,900.00 plus HST.

**CARRIED**

## **CBO 2023-10 Fingal Office – Additional Space Renovation**

### **2023-172 Councillor Fellows – Deputy Mayor Pennings**

**THAT** Council approve renovations to the Fingal Municipal Office whereby the existing Council Chambers is reconfigured to add three additional offices; and,

**THAT** staff are authorized to proceed with obtaining renovation quotes and engaging a contractor subject to the budget estimate contained in this report; and,

**THAT** funding for the project be as follows:

- Building Department Reserve - 2/3 of costs
- Administration Facility Reserve - 1/3 of costs.

**CARRIED**

## **CAO 2023-24 Activity Report – April 2023**

Jeff Carswell presented this report.

## **CAO 2023-25 Great Lakes Farms "By the Glass" Endorsement Expansion**

### **2023-173 Councillor Adzija – Councillor Emons**

**THAT** Council supports the request from Great Lakes Farms for an expansion to the "By-the-Glass" Endorsement to include the green space, orchards, fields, and play area adjacent to the manufacturing area (apple barn), as set out in Appendix "A" attached to this report.

**CARRIED**

## **CAO 2023-26 Iona Road Allowance Mapping Error**

### **2023-174 Councillor Emons – Councillor Fellows**

**THAT** Council terminate the disposal proceedings with respect to the unopened road allowances in Iona; and,

**THAT** neighbouring property owners be advised.

**CARRIED**

## **County Council Highlights – April 25, 2023**

Mayor Jones presented this report to Council.

### **CORRESPONDENCE:**

Council reviewed the items under Correspondence.

### **BY-LAW:**

#### **By-law**

### **2023-175 Councillor Emons – Deputy Mayor Pennings**

**THAT** By-law No. 2023-30 be read a first and second time, considered read a third time and finally passed this 8<sup>th</sup> day of May 2023.

**CARRIED**

### **OTHER BUSINESS:**

Council reviewed the other items under Other Business.

## **CLOSED SESSION:**

### **2023-176 Deputy Mayor Pennings – Councillor Emons**

**THAT** Council of the Township of Southwold now moves into a session of the meeting that shall be closed to the public at **7:55 p.m.** in accordance with Section 239 (2) of the Municipal Act, S.O. 2001, c. 25 for discussion of the following matters;

- Personal Matters about identifiable individual, including municipal or local board employees (Section 239(2)(b)) and Labour relations or employee negotiations (Section 239(2) (d)) Non-Union Employment Terms and Policies.

**CARRIED**

## **Adjournment of Closed Session**

### **2023-177 Deputy Mayor Pennings – Councillor Fellows**

**THAT** Council of the Township of Southwold adjourns the Closed Session of the Regular Council meeting at **8:24 p.m.**

**CARRIED**

## **Staff Report CAO 2023-27**

### **2023-178 Deputy Mayor Pennings – Councillor Adzija**

**THAT** Council adopt the recommendations in Staff Report CAO 2023-27 dated May 8, 2023 re: Non-Union Employment Policies.

**CARRIED**

## **BY-LAW:**

- By-law No. 2023-31, being a By-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on May 8<sup>th</sup>, 2023

## **Confirming By-law**

### **2023-179 Deputy Mayor Pennings – Councillor Fellows**

**THAT** By-law No. 2023-31 be read a first and second time, considered read a third time and finally passed this 8<sup>th</sup> day of May, 2023.

**CARRIED**

**ADJOURNMENT:**

**2023-180 Councillor Adzija – Deputy Mayor Pennings**

**THAT** Council for the Township of Southwold adjourns this Regular meeting of Council at **8:25 p.m.**

**CARRIED**

---

Mayor  
Grant Jones

---

CAO/Clerk  
Jeff Carswell





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

### **MINUTES**

Special Council Meeting – Strategic Plan  
Tuesday May 9, 2023  
7:00 p.m. Council Chambers, Fingal/Via Video Link

---

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

COUNCIL ABSENT:

ALSO PRESENT: Jeff Carswell, CAO/Clerk  
Aileen Murray, Mellor Murray Consulting Inc.

---

Mayor Jones called the meeting to order at 7:06 p.m.

Mayor welcomed Aileen to the meeting.

Aileen Murray reviewed the agenda for the Workshop which included:

- Introductions
- Objectives for the Workshop
- Current Strategic Plan and Projects
- Economic and Demographic Analysis
- Participant Insights.

Aileen Murray led Council through the workshop agenda. She provided background on Strategic Planning and various documents, reports and studies that have been reviewed. She reviewed economic and demographic information for Southwold, surrounding communities, the Province and Canada to provide context for the workshop.

Council provided individual feedback on the following questions. The responses were then grouped and organized into themes.

- What three words or phrases would you currently use to describe Southwold?
- What three words or phrases would you like to use in the future to describe Southwold?

Aileen Murray proceeded to work through the following questions and recorded the responses.

- What do you believe are the most pressing challenges facing Southwold?
- What do you believe are the most significant opportunities facing Southwold?
- What aspects of the Township of Southwold do you value the most? What makes it a desirable place to live or work?
- Are there any specific issues or areas that you feel are not adequately addressed in our current Township plans or policies?
- How do you envision the ideal future for Southwold in terms of economic development, infrastructure, public services, and quality of life?
- How will we know if we have been successful? What are the key measurements of success?

The responses were further reviewed, and participants indicated the top two items for each question to help focus and narrow in on priorities.

Following the interactive portion of the meeting Aileen Murray highlighted the next steps in the process, the Community and Staff Workshops, Survey results and how she will be bringing forward a findings report to help summarize all of the feedback and responses. Council will need to further review this and at that point start providing direction for the Strategic Plan.

## **ADJOURNMENT:**

**2023-181**

**Councillor Fellows -Deputy Mayor Pennings**

**THAT** Council for the Township of Southwold adjourns this Special meeting of Council at **8:56 p.m.**

**CARRIED**

---

Mayor  
Grant Jones

---

CAO/Clerk  
Jeff Carswell

# Canada Day Committee

Monday, April 24, 2023  
Township Office  
5:45pm

**Attendance:** John Adzija, Jim Carder, Melissa Day, Stacy Danielson and Lizeanne Kerkvliet.

1. **Welcome:** John Adzija welcomed our additional committee members.
2. **Agenda:** Approved as circulated. (Jim Carder, John Adzija)
3. **Minutes:** Approved as circulated. (Jim Carder, John Adzija)
4. **Addition of New Members:** With the impending retirement of Lizeanne and Jim, Optimist members Melissa Day, Severn Day and Stacy Danielson have agreed to join the Canada Day committee.
5. **Finance:**
  - a. **Budget:** members reviewed the budget and discussion followed as to whether we have enough cake in anticipation of a crowd of 1100 – 1300 people.
  - b. **Green Lane Community Trust:** John will follow-up to confirm receipt of the funds.
6. **Division of Responsibilities:**
  - a. **Invitation to Local Dignitaries:** John confirmed that the letters are done and should be sent out shortly.
  - b. **Insurance:** Lizeanne reported the insurance application has been submitted and we are awaiting confirmation.
  - c. **Fireworks Permit:** Jim will ensure Steve Garvin completes and submits the form to the township.
  - d. **Canada Day Swag:** John will email Karen Vecchio's office to see what they have. Stacy offered to search the federal website to see if she can access Canada Day materials directly from them.
  - e. **Caring Cupboard:** Lizeanne confirmed that Karen from the Caring Cupboard would be attending and bringing some boxes. She hopes to have assistance from the firemen again.
  - f. **Southwold Fire Department:** John will confirm with Deputy Mayor Pennings that the fire department will have their truck in place at the ball diamond before 7:30pm so their trucks are correctly positioned.
  - g. **Zero Waste Committee:** John confirmed that the Zero Waste Committee does not have any requirements at the present time.

- h. **Music:** A&M Sound: New DJ has smaller equipment than Adrian and would benefit from have the Rosy Rhubarb stage positioned over third base. Jim will contact Keith Orchard to see if we can use the stage.
  - i. **Cakes:** Members discussed the number of cakes as I Costco cake makes 40 pieces. It was agreed that Melissa and Stacy would look after ordering, paying and picking up the cakes and that we would require 10 cakes. They will also need to pick up the box in the township office basement that has the knives, lifters, leftover plates, forks etc. They may need to purchase additional plates and forks.
  - j. **Food Truck:** Ice Cream truck confirmed by Andrea Kerkvliet with the Optimist club.
  - k. **Baseball Park:** John will ensure the diamond is appropriately ready to receive participants. He will check to see if he can acquire 10 – 12 tables and 10 chairs for Dotsy and cake cutting that night (lights, garbage cans, recycling cans, garbage bags, washrooms etc.)
  - l. **Advertising:** Poster is done and can be shared on social media shortly after Rosy Rhubarb weekend.
  - m. **Fireworks:** Optimist Steve Garvin has ordered the fireworks and Jim will ensure we have enough people.
  - n. **MC and Program:** Stacy volunteered to be the MC. John and Lizeanne will develop the dialogue for that night.
  - o. **Glow Sticks:** John to ask June to order 1000 glow sticks to give away that night.
7. **Next Meeting:** Wednesday, May 31, 2023, 6pm at the township office.
8. **Adjournment:** meeting adjourned at 6:49pm. (Jim Carder, Stacy Danielson)

---

John Adzija, Chair

---

Lizeanne Kerkvliet, Secretary

---

Date

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD



**A G E N D A**

**Tuesday May 23, 2023**

**COMMITTEE OF ADJUSTMENT**

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

- 
1. CALL TO ORDER
  2. ADDENDUM TO AGENDA
  3. DISCLOSURE OF PECUNIARY INTEREST
  4. ADOPTION OF MINUTES
    - (a) Minutes of Committee of Adjustment meeting of September 26, 2022
  5. NEW BUSINESS
    - (a) Minor Variance Application MV 2023-01 M. and A. Coombes, 119 Glengariff Drive
  6. ADJOURNMENT



Meeting of the Committee of Adjustment  
Monday September 26, 2022  
Council Chambers, Fingal/Via Video Link

MEMBERS PRESENT: Chairperson: Mayor Grant Jones  
Members: Deputy Mayor Robert Monteith  
Councillor Peter North  
Councillor Justin Pennings

Township Administration Present: Jeff Carswell, Secretary-Treasurer  
Josh Mueller, Planner

**C of A 2022-29      MOVED BY: Member Monteith  
SECONDED BY: Member Pennings**

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

**CARRIED**

**C of A 2022-30      MOVED BY: Member North  
SECONDED BY: Member Monteith**

**THAT** the minutes from the Committee of Adjustment meeting of September 12, 2022 are hereby adopted.

**CARRIED**

**MV 2023-08  
In Attendance:**

R. Plain, 13509 Routh Road

Chairperson Jones called the Committee of Adjustment hearing to order to hear application MV 2022-08, filed by R. Plain, 13509 Routh Road. This application is for a Minor Variance for the issuance of a building permit to seek relief from Section 3.48(g) stating that additional dwelling units must be located within the farm or residential building cluster in the A1 or A3 Zone.

Chairperson Jones asked if any member of the Committee has a disclosure of interest concerning the Minor Variance application. None were reported.

Chairperson Jones asked the Secretary – Treasurer What method of notice, and when was the notice given to the public for this hearing. The Secretary-Treasurer responded that a sign posted on the property prior to the September 16<sup>th</sup>, 2022 deadline and notices mailed to property owners within 60 metres on September 12<sup>th</sup>, 2022.

Planner Josh Mueller presented his report to the committee.

Chairperson Jones asked if any members had any questions on the Planning Report. No questions were asked.

Chairperson Jones asked if the Secretary-Treasurer received have any comments from Staff. The Secretary-Treasurer responded Yes. Comments received from Township staff state they have no concerns about the application. Chairperson Jones asked if the Secretary-Treasurer had any written submissions on this application. The Secretary-Treasurer responded that comments were received as detailed in the Planning Staff Report.

R. Plain of 13509 Routh Road identified himself.

Mr. Plain would prefer not to have the additional dwelling located on another farm. This farm is not feasible to work.

Member North questioned why the new building couldn't be placed closer to the other buildings. Mr. Plain responded that this is the access into the field from the road for large equipment. The weeping bed is at the north end of the existing house.

Chairperson Jones commented that when the provincial government introduced the regulations for additional dwellings, they were specific on how it was to be managed. This application does not meet the four tests and we not sure how the Committee can support it. Mr. Plain asked what the four tests are. Mr. Mueller reviewed the four tests and responses.

Member North questioned what would be acceptable for distance. Mr. Mueller responded that after discussions with staff, 50m away would be acceptable. Services on the property would still be able to be used and there are opportunities around the existing building cluster to build an additional dwelling.

Member North asked if the 50m is an arbitrary number picked by staff. Mr. Mueller responded that was the number that was discussed, and a plan would need to be seen. More discussions would be needed. Mr. Kavcic responded that they looked for opportunities closer to the cluster. One suggestion was to have access at the north end of the farm. Mr. Plain commented that he is not able to use the 1-acre parcel for farming.

Member Pennings commented that the 50m may not be appropriate but if the property was to be severed, the primary residences and accessory dwelling would have to be within the 2-acre allowed for severance.

**C of A 2022-31**

**MOVED BY: Member Monteith**  
**SECONDED BY: Member Pennings**

**THAT** Committee of Adjustment of the Township of Southwold receive Report PLA 2022-33 regarding Minor Variance Application MV 2022-08 – Recommendation Report.

**CARRIED**

**C of A 2022-32**

**MOVED BY: Member Monteith**  
**SECONDED BY: Member Pennings**

**THAT** Committee of Adjustment of the Township of Southwold deny the proposed Minor Variance Application MV 2022-08, to obtain relief from Section 3.48(g) to permit the construction of an additional dwelling unit in the farm or residential building cluster on the subject property as per the reasons on the attached decision sheet.

**CARRIED**





**COMMITTEE OF ADJUSTMENT FOR  
THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD**

**DECISION SHEET**

\*\*\*\*\*

**Application No.** MV 2022-08  
**Date of Hearing:** September 26, 2022  
**Owner/Applicant:** Robert Plain  
**Agent:** None  
**Description:** PLAN 41 LOT 9 S PT LOT 10  
**Municipal Address:** 13509 Routh Road  
**Lot Description:**

<b>Existing Lot Area</b>	50.18 Ha (124 Ac)
<b>Existing Lot Frontage</b>	647.33 metres (2123.80 feet)
<b>Existing Lot Depth</b>	1004.30 metres (3294.97 feet)

In the matter of Section 45(1) of The Planning Act R.S.O 1990, the Township of Southwold Comprehensive Zoning By-law 2011-14, and an application for **Minor Variance**.

The owners are requesting a Minor Variance to seek relief from Section 3.48(g) stating that additional dwelling units must be located within the farm or residential building cluster in the A1 or A3 Zone.

**Decision:**

The application is hereby **denied** to obtain relief from Section 3.48(g) stating that additional dwelling units must be located within the farm or residential building cluster in the A1 or A3 Zone. This application is being denied because the additional dwelling units is 190m from the farm cluster.

Reasons, in accordance with Report PLA 2022-33:

1. The variance does not maintain the intent and purpose of the Official Plan.
2. The variance does not maintain the intent and purpose of the Zoning By-law.
3. The variance requested is not desirable for the appropriate and orderly development and use of the lands and buildings.
4. The variance is not minor in nature.

The effect of written and oral submissions on the Decision is contained within Report PLA 2022-33 and the minutes of the Committee of Adjustment Meeting of September 26, 2022.

We, the undersigned, concur in the decision and reasons given for the decision of the Committee of Adjustment for the Township of Southwold of this 26<sup>th</sup> day of September 2022.

RECORDED VOTE	TO GRANT	TO REFUSE	Absent	Present
Chairperson and Committee Member, Grant Jones	_____	<input checked="" type="checkbox"/>	( )	<input checked="" type="checkbox"/>
Committee Member, Robert Monteith	_____	<input checked="" type="checkbox"/>	( )	<input checked="" type="checkbox"/>
Committee Member, Justin Pennings	_____	<input checked="" type="checkbox"/>	( )	<input checked="" type="checkbox"/>
Committee Member, Peter North	<input checked="" type="checkbox"/>	_____	( )	<input checked="" type="checkbox"/>
Committee Member, Sarah Emons	_____	_____	<input checked="" type="checkbox"/>	( )

\*\*\*\*\***CERTIFICATION OF COMMITTEE'S DECISION**\*\*\*\*\*

I, Jeff Carswell, being the Secretary-Treasurer of the Committee of Adjustment for the Township of Southwold, certify that this is a true copy of the Committee's decision on the 26<sup>th</sup> day of September, 2022.

  
Secretary-Treasurer

2022-09-26  
Date

\*\*\*\*\***NOTICE OF LAST DATE OF APPEAL**\*\*\*\*\*

NOTICE IS HEREBY GIVEN THAT THE LAST DATE FOR APPEALING THIS DECISION TO THE ONTARIO LAND TRIBUNAL (OLT) IS THE **17<sup>th</sup> DAY OF OCTOBER 2022.**

The decision of the Committee may be appealed to the Ontario Land Tribunal (OLT) by serving personally on or sending by registered mail to the Secretary-Treasurer of the Committee a Notice of Appeal and a copy of an appeal form which is available from the OLT website at [www.olt.gov.on.ca](http://www.olt.gov.on.ca) setting out the objection to the decision and the reasons in support of the objection accompanied by payment to the Secretary-Treasurer of the fee prescribed by the Tribunal as payable on an appeal from the Committee of Adjustment to the Tribunal.

Josh Mueller, Planner  
Township of Southwold  
35663 Fingal Line  
Fingal, Ontario  
N0L 1K0  
Phone: 519-769-2010

**Schedule A: Subject Area Map 13509 Routh Road – MV 2022-08**



Chairperson Jones advised the Committee and public that the last day for appealing this decision is October 3<sup>rd</sup>, 2022. If you wish to be notified of the decision of the Committee in respect of this application, you must submit a written request to the Township of Southwold Committee of Adjustment. If you are not the applicant, you should request a copy of the decision since it may be appealed to the Ontario Land Tribunal by the applicant or another member of the public. This Committee of Adjustment meeting is now concluded.

## **MV 2022-09**

### **In Attendance:**

C. Bowman, 13524 Routh Road.

Chairperson Jones called the Committee of Adjustment hearing to order to hear application MV 2023-09 filed by C. Bowman and J. Smith, 13524 Routh Road. This application is for a Minor Variance for the issuance of a building permit to seek relief from section 5.2 (f) to reduce the required rear yard setback of 8m (26 feet) in the Agricultural 1 (A1) Zone.

Chairperson Jones asked if any member of the Committee had a disclosure of interest concerning the Minor Variance application. None were reported.

Chairperson Jones asked the Secretary-Treasurer what method of notice, and when was the notice given to the public for this hearing. The Secretary-Treasurer responded that a sign was posted on the property prior to the September 16<sup>th</sup>, 2022 deadline and notices mailed to property owners within 60 metres on September 12<sup>th</sup>, 2022.

Planner Josh Mueller presented his report to the Committee.

Chairperson Jones asked if any Committee Members had any questions on the Planning Report. No questions were asked.

Chairperson Jones asked the Secretary-Treasurer if any comments were received from Staff. The Secretary-Treasurer responded yes. Comments received from Township staff state they have no concerns about the application. Chairperson Jones asked if any written submissions were received on this application. The Secretary-Treasurer responded that comments were received as detailed in the Planning Staff Report.

C. Bowman, 13524 Routh Road identified himself. No additional comments were received from the property owner. No questions were asked from the public.

**C of A 2022-33      MOVED BY: Member Pennings  
                             SECONDED BY: Member Monteith**

**THAT** the Committee of Adjustment of the Township of Southwold receive Report PLA 2022-34 regarding Minor Variance Application MV 2022-09 – Recommendation Report.

**CARRIED**

**C of A 2022-34      MOVED BY: Member Pennings  
                             SECONDED BY: Member Monteith**

**THAT** Committee of Adjustment of the Township of Southwold approve the proposed Minor Variance Application MV 2022-09, to obtain relief from Section 5.2 (f) required rear yard setback of 8m (26 feet) as per the reasons on the attached decision sheet.

**CARRIED**





**COMMITTEE OF ADJUSTMENT FOR  
THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD**

**DECISION SHEET**

\*\*\*\*\*

**Application No.** MV 2022-09  
**Date of Hearing:** September 26, 2022  
**Owner/Applicant:** Cooper Bowman & Jessica Smith  
**Agent:** None  
**Description:** PLAN 41 LOTS 8TO10 PT LOT11; PART 1 ON 11R3264  
**Municipal Address:** 13524 Routh Road  
**Lot Description:**

<b>Existing Lot Area</b>	0.30 Ha (0.75 Ac)
<b>Existing Lot Frontage</b>	53.70 metres (176.18 feet)
<b>Existing Lot Depth</b>	57.00 metres (187.01feet)

In the matter of Section 45(1) of The Planning Act R.S.O 1990, the Township of Southwold Comprehensive Zoning By-law 2011-14, and an application for **Minor Variance**.

The owners are requesting a Minor Variance to seek relief from Section 5.2 (f) to reduce the required rear yard setback of 8m (26 feet) in the Agricultural 1 (A1) Zone. The applicant is requesting a reduction of the Rear Yard Setback to 3.048 m (10 feet).

**Decision:**

The application is hereby **approved** to obtain relief from Section 5.2 (f) to reduce the required rear yard setback of 8m (26 feet) in the Agricultural 1 (A1) Zone.

Reasons, in accordance with Report PLA 2022-34:

1. The variance does maintain the intent and purpose of the Official Plan.
2. The variance does maintain the intent and purpose of the Zoning By-law.
3. The variance requested is desirable for the appropriate and orderly development and use of the lands and buildings.
4. The variance is minor in nature.

The effect of written and oral submissions on the Decision is contained within Report PLA 2022-34 and the minutes of the Committee of Adjustment Meeting of September 26, 2022.

We, the undersigned, concur in the decision and reasons given for the decision of the Committee of Adjustment for the Township of Southwold of this 26<sup>th</sup> day of September 2022.

RECORDED VOTE	TO GRANT	TO REFUSE	Absent	Present
Chairperson and Committee Member, Grant Jones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	( )	( <input checked="" type="checkbox"/> )
Committee Member, Robert Monteith	<input checked="" type="checkbox"/>	<input type="checkbox"/>	( )	( <input checked="" type="checkbox"/> )
Committee Member, Justin Pennings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	( )	( <input checked="" type="checkbox"/> )
Committee Member, Peter North	<input checked="" type="checkbox"/>	<input type="checkbox"/>	( )	( <input checked="" type="checkbox"/> )
Committee Member, Sarah Emons	<input type="checkbox"/>	<input type="checkbox"/>	( <input checked="" type="checkbox"/> )	( )

\*\*\*\*\***CERTIFICATION OF COMMITTEE'S DECISION**\*\*\*\*\*

I, Jeff Carswell, being the Secretary-Treasurer of the Committee of Adjustment for the Township of Southwold, certify that this is a true copy of the Committee's decision on the 26<sup>th</sup> day of September, 2022.

  
Secretary-Treasurer

2022-09-26  
Date

\*\*\*\*\***NOTICE OF LAST DATE OF APPEAL**\*\*\*\*\*

NOTICE IS HEREBY GIVEN THAT THE LAST DATE FOR APPEALING THIS DECISION TO THE ONTARIO LAND TRIBUNAL (OLT) IS THE **17<sup>th</sup> DAY OF OCTOBER 2022**.

The decision of the Committee may be appealed to the Ontario Land Tribunal (OLT) by serving personally on or sending by registered mail to the Secretary-Treasurer of the Committee a Notice of Appeal and a copy of an appeal form which is available from the OLT website at [www.olt.gov.on.ca](http://www.olt.gov.on.ca) setting out the objection to the decision and the reasons in support of the objection accompanied by payment to the Secretary-Treasurer of the fee prescribed by the Tribunal as payable on an appeal from the Committee of Adjustment to the Tribunal.

Josh Mueller, Planner  
Township of Southwold  
35663 Fingal Line  
Fingal, Ontario  
N0L 1K0  
Phone: 519-769-2010  
Email: [planning@southwold.ca](mailto:planning@southwold.ca)

**Schedule A: Subject Area Map 13524 Routh Road – MV 2022-09**





Chair Jones advised the Committee and public that the last day for appealing this decision is October 3<sup>rd</sup>, 2022. If you wish to be notified of the decision of the Committee in respect of this application, you must submit a written request to the Township of Southwold Committee of Adjustment. If you are not the applicant, you should request a copy of the decision since it may be appealed to the Ontario Land Tribunal by the applicant or another member of the public. This Committee of Adjustment meeting is now concluded.

**C of A 2022-35**

**MOVED BY:** Member Pennings

**SECONDED BY:** Member North

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

**CARRIED**

---

Chairperson

---

Secretary-Treasurer



## **TOWNSHIP OF SOUTHWOLD**

### Report to Committee of Adjustment

**MEETING DATE:** May 23, 2023

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

**REPORT NO:** PLA 2023-18

**SUBJECT MATTER: Minor Variance Application MV 2023-01 –  
Recommendation Report**

---

**Recommendation(s):**

THAT the Committee of Adjustment of the Township of Southwold receive Report PLA 2023-18 regarding Minor Variance Application MV 2023-01 and deny the proposed Minor Variance to obtain relief from Section 3.38 (h) (i) maximum residential driveway width of 8.0 m (26 feet).

**Purpose:**

The proposal seeks relief from Section 3.38 (h) (i) access to parking areas shall be provided from an improved street by means of one or more unobstructed driveways not exceeding 8.0 m (26 ft.) in width for a driveway for a residential use. The applicant is seeking a driveway width of 9.3m (30.51 ft)

**Background:**

Below is background information from the application in a summary chart:

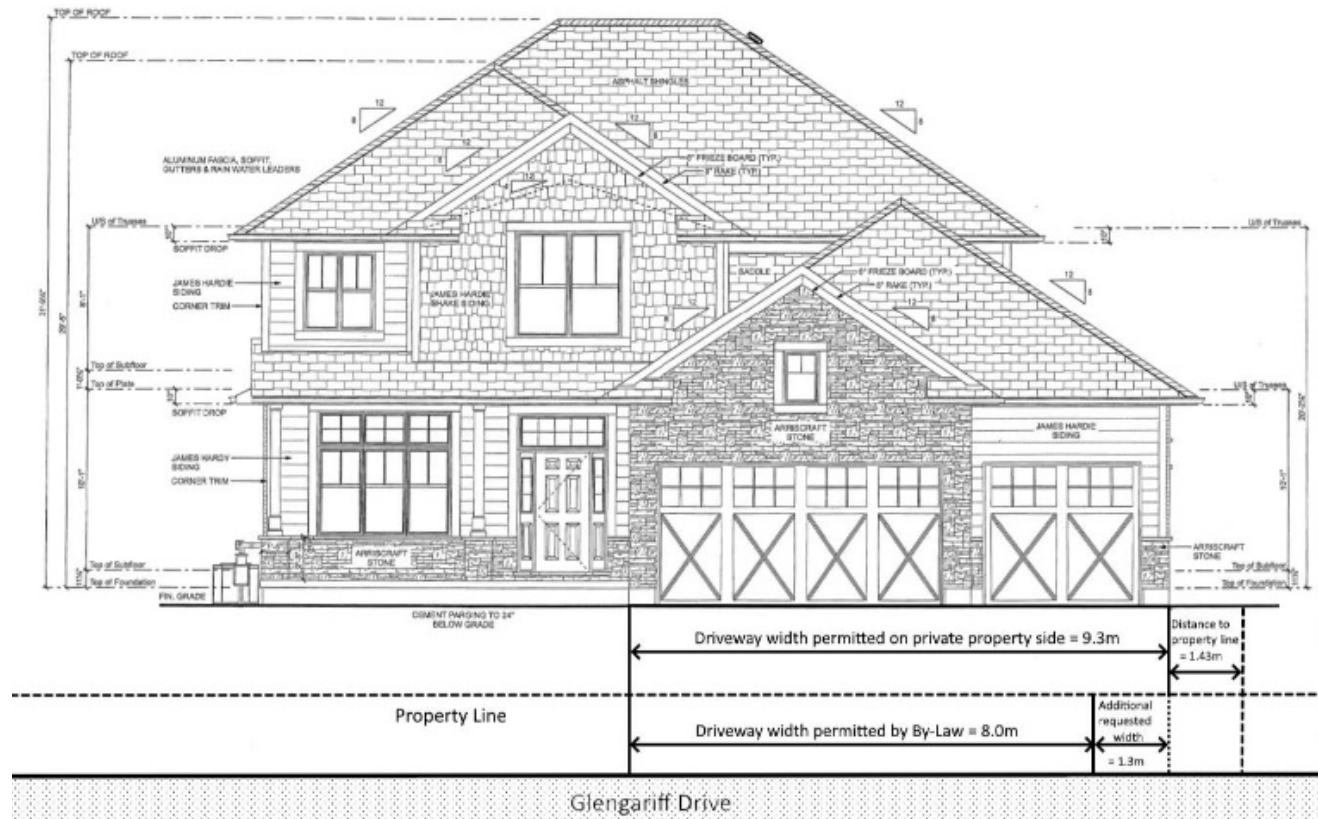
<b>Application</b>	MV 2023-01
<b>Owner/Applicant</b>	Mark Coombes & Alison Wright Coombes
<b>Agent</b>	N/A
<b>Legal Description</b>	PLAN 11M245 LOT 6
<b>Civic Address</b>	119 Glengariff Drive
<b>Entrance Access</b>	Glengariff Drive
<b>Water Supply</b>	Township Water Supply
<b>Sewage Supply</b>	Township Sewer System
<b>Use of Property</b>	Existing: Single Detached Dwelling Unit

<b>Buildings</b>	Existing: single detached dwelling
<b>Existing Lot Area</b>	0.09 Ha (0.22 Ac)
<b>Existing Lot Coverage</b>	40%
<b>Existing Lot Frontage</b>	18.38 metres (60.30 feet)
<b>Existing Lot Depth</b>	49.00 metres (160.76 feet)
<b>Official Plan Land Use Designation</b>	Residential (Schedule 4A)
<b>Zoning Category</b>	Residential 1 (R1) (Schedule A, Map 12)

Figure One below depicts the existing parcel (see the area in yellow).



Figure Two below is an excerpt of the site plan submitted:



**Planning Policy Review:**

Legislation	Section(s)	Relevance To Application	In Compliance
<u>Provincial Policy Statement</u>	1.1.3.1	Settlement areas shall be the focus of growth and development.	Yes Parcel is in Settlement Area
<u>County of Elgin Official Plan</u>	B2.6	General criteria that must be satisfied prior to any new development in existing settlement areas.	Yes Because all criteria will be satisfied
<u>Township of Southwold Official Plan</u>	5.2.2.2	Types of development permitted in a Settlement Area.	Yes Because the proposed development is permitted

<u>Township of</u> <u>Southwold Zoning</u> <u>Bylaw</u>	3.38 (h) (i)	8.0 m driveway width permitted. Applicant seeking 9.3 m.	Does not comply hence reason for MV
---	--------------	--	-------------------------------------

#### **Four Tests For Minor Variance:**

Section 45(1) of the *Planning Act* gives the authority of granting minor relief from the provisions of the Zoning By-law to the Committee of Adjustment. Such relief can only be granted if the Minor Variance passes four tests. If the Committee is not satisfied with all four tests, then the Minor Variance cannot be approved.

**1. *Does the variance maintain the intent and purpose of the Township of Southwold Official Plan?***

Yes. The subject lands are designated to permit single detached dwellings.

**2. *Does the variance maintain the intent and purpose of the Township of Southwold Zoning By-law?***

No. The driveway width requested from the property line to the road is 9.3m whereas section 3.38 (h) (i) permits an 8m width.

**3. *Is the variance requested desirable for the appropriate and orderly development and use of the lands and buildings?***

No. The increased driveway widths will greatly reduce the availability of on street parking. It would also stress the stormwater conveyance and management systems by increasing hard surface area beyond the design values.

**4. *Is the variance minor in nature?***

No. The meaning of 'minor' is not based on a specific number, where a difference in the number of feet determines whether or not the development is acceptable. It is more appropriate to base this test on the degree of the potential impact on neighbouring property owners, the environment, and the municipal, County, or provincial functions. The proposed variance would have negative effects on the neighbouring property owners.

#### **Circulation Of The Application:**

The application was circulated to the applicable Commenting Agencies, Township Departments and neighboring property owners within 60 metres of the subject land prior to the public hearing (minimum 10 days required).

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

[www.southwold.ca/current-planning-applications](http://www.southwold.ca/current-planning-applications)

### Staff Comments

#### Building Department

- Building has no concerns.

#### CAO Department

- My main concern would be the potential reduction of on-street parking. My understanding is the driveway could still be widened out on the private property which would allow for additional on-lot parking. While it could be argued this would make up for the on-street loss, it would only be beneficial to one property owner. On-street parking provides overall community benefits.

#### Drainage Department

- I am in agreement with Paul and Jeff. They have 8 metres now, enough for two cars. This is something that will continue to grow in width as people will soon think they need 12 meters for three cars wide. In the Ridge most of the houses have two car garages and enough room between a sidewalk and the house to park another car or two as it is.  
This may even become more of an issue in Talbotville Meadows where I think the housing density is a little greater than the ridge, and there may possibly be more multi-generational homes which probably means more automobiles.

#### Infrastructure Department Comments

- The Municipality's standard of an 8 meter driveway is already larger than the common 6 meter allowance for neighbouring municipalities. Increased width would decrease available street parking as mentioned by Jeff. If this precedence was set and others widen their driveways it would stress the storm water conveyance and management systems by increasing hard surface area beyond the design values.

#### Roads Department Comments

- My feeling is that a precedent will be set by allowing a wider driveway and the fact that curbside parking would be reduced should more people max out their widths.

#### Treasury Department Comments

- No concerns.

#### Water Department Comments

- No Concerns.

#### Agency Comments

#### Kettle Creek Conservation Authority (KCCA) Comments

- Please accept this email as confirmation that staff of KCCA has reviewed the subject minor variance application affecting 119 Glengariff Drive and that based on our mandate and policies, we have no objection to its approval.

#### Public Comments

At the time of submission of this report, no written comments from the public have been received related to the Minor Variance.

#### **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:**

The application has been assessed for appropriateness regarding existing policy, and the impact of the proposal on the surrounding land uses. The application does not comply with the Zoning Bylaw, will not be favourable for the neighbourhood, is not minor in nature. Therefore, the minor variance application does not satisfy the four tests pursuant to Section 45(1) of the *Planning Act*.

Planning Staff recommends that the request for Minor Variance be denied, subject to concerns being raised by Township Staff.

Once a Committee of Adjustment decision is made, Notice will be sent to those who have requested a copy and/or attended the public hearing.

There will be a 20 day appeal period from the Decision in which the Notice will be sent out within 10 days of the Decision. Any appeals received by the Township of Southwold will be forwarded to the Ontario Land Tribunal 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"**



## TOWNSHIP OF SOUTHWOLD

### Report to Council

**MEETING DATE:** May 23, 2023

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

**REPORT NO:** PLA 2023-19

**SUBJECT MATTER: Information Pertaining to Proposed Provincial Planning Statement**

---

#### **Recommendation:**

That Council authorize staff to submit comments on the proposed Provincial Policy Statement as contained in Appendix "A" to this report.

#### **Purpose:**

The purpose is to inform Council of the letter expressing Township of Southwold concerns with the proposed Provincial Planning Statement (PPS) to be submitted to the Minister of Municipal Affairs and Housing, the Honourable Steve Clark.

#### **Background:**

The Provincial Policy Statement, 2020 is issued under the *Planning Act* and is the primary provincial land use planning policy document, applying across Ontario. A Place to Grow is a growth plan issued under the *Places to Grow Act, 2005*. The Province is now seeking input on a proposed Provincial Planning Statement that would replace the existing Provincial Policy Statement and A Place to Grow. Comments can be submitted to June 5, 2023.

The letter to be submitted is attached as Appendix 1 of this report.

#### **Financial Implications:**

None.

#### **Strategic Plan Goals:**

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

☒ Promoting residential, agricultural, commercial, and industrial development by ensuring policies and services are in place to support growth in The Township of Southwold.

☐ Promoting a healthy, naturally beautiful, and community-oriented municipality by encouraging and supporting involvement of volunteer organizations wishing to provide cultural and recreational activities in the Township of Southwold.

☐ 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 the Planning Staff's opinion that the Council of the Township of Southwold receive as information Report PLA 2023-19 regarding the letter to be submitted to the MMAH concerning the Proposed Provincial Planning Statement.

Appendix 1: Letter for the Honourable Steve Clark

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

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

May 17, 2023

Honourable Minister Clark  
Minister of Municipal Affairs and Housing  
777 Bay Street 17<sup>th</sup> Floor  
Toronto, ON M7A 2J3

Dear Minister Clark,

Thank you for reaching out to Southwold Township and affording us the opportunity to submit our comments and concerns regarding the proposed Provincial Planning Statement (PPS). The Township of Southwold is a small Township with a population of approximately 5,000 people. Southwold is primarily an agricultural and farming community, with some small residential hamlets, including Shedden, Fingal, and Iona.

Our main concerns revolve around the proposed policies that would allow for the creation of three (3) new residential building lots on agricultural parcels. This has the potential to significantly impact the character of the Township, as small building lots could lead to fragmented development. Moreover, such development would place stress on existing infrastructure, such as roads and water systems, and could result in further division of farm parcels to accommodate residential lots.

It is important to note that currently, only one area in Southwold, namely Talbotville, has sanitary sewers. Therefore, any potential new lots in agricultural areas would have to rely on septic systems to handle sewage waste. Additionally, while the majority of the township is connected to Township-supplied water, some parts still rely on wells for drinking water and other purposes.

Due to the topography of the township and potential environmental hazards, particularly in proximity to Lake Erie, certain lands may not be suitable for supporting full septic systems. Local planning policies already establish setback distances from natural hazard lands. Consequently, even if a piece of land meets all the criteria outlined in the proposed PPS, local policies may prohibit development in those areas or significantly reduce the available development area.

Updating a policy document of this magnitude is a complex and challenging task. Ontario, being a vast province, experiences regional variations where not all policies are applicable to all areas. It is our hope that a well-crafted policy can be implemented to provide guidance and promote quality development well into the future.

Once again, we appreciate the opportunity to provide our comments and feedback. Thank you.

Sincerely,  
*Josh Mueller*

Josh Mueller BES URPT CPT MCIP  
Planner  
Township of Southwold



## **TOWNSHIP OF SOUTHWOLD**

### Report to Council

**MEETING DATE:** May 23, 2023

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

**REPORT NO:** ENG 2023-26

**SUBJECT MATTER: County Road Maintenance Agreement**

---

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

THAT Council approve in principle the amended County Road Maintenance agreement and authorize staff to request the County to prepare the finalized agreement based on the amended version.

#### **Purpose:**

This report seeks Council's approval in principle for the amended County Road Maintenance agreement attached as Appendix 1 and direct staff to request County Staff to craft the final agreement for adoption. Note the attached agreement is for Central Elgin and was used as the source document, finalized versions will be created for each Municipality.

#### **Background:**

The local municipalities and the County have been working collaboratively to update the existing County Road Maintenance agreement. While major pillars of the agreement remain unchanged, the proposed alterations will influence how the Township completes work under the agreement. Changes to the agreement include.

Change/Alteration	Reasoning	Affect on Township	Staff Comments
Detailed Invoicing - the agreement now includes methodology to submit invoices with work order summaries quarterly	<ul style="list-style-type: none"> <li>- inconsistent data to support adjusting the compensation for road maintenance.</li> <li>- track real costs for the County and Township</li> </ul>	<ul style="list-style-type: none"> <li>- Township will need to implement work order system</li> <li>- Staff in discussions with Citywide</li> <li>- can be used across the Township</li> <li>- can form part of asset management</li> <li>- may modernize a portion of payroll</li> </ul>	<ul style="list-style-type: none"> <li>- Staff support this change, will lead to modernizing work orders, and offers paths to improved service delivery for County and Township (i.e., public service requests, payroll, asset management information, accounting etc.)</li> </ul>
Formalizing Equipment Rates	<ul style="list-style-type: none"> <li>- various charge out rates used in local municipalities</li> </ul>	<ul style="list-style-type: none"> <li>- staff will use provincial rates for equipment</li> </ul>	<ul style="list-style-type: none"> <li>- Support/No Concerns</li> </ul>
Submission of Inspection Reports	<ul style="list-style-type: none"> <li>- Provide proof of inspection</li> </ul>	<ul style="list-style-type: none"> <li>- Will need to keep records of inspection and deficiencies</li> </ul>	<ul style="list-style-type: none"> <li>- Support/No Concerns</li> </ul>
Creation of Operations and Governance Committees	<ul style="list-style-type: none"> <li>- Provide working groups for continued dialogue and collaboration</li> <li>- Provide oversight of the agreement</li> </ul>	<ul style="list-style-type: none"> <li>- Operations Committee is a formalization of what was quarterly meeting there is no change in effort level.</li> <li>- Governance is a new committee that would require the CAO or designate to attend scheduled meetings</li> </ul>	<ul style="list-style-type: none"> <li>- Operations Committee is supported as part of continued collaboration.</li> <li>- Governance could be removed as it seems to add an unnecessary layer of bureaucracy, contractual concerns are rare and if required could be handled at CAO level ad-hoc.</li> </ul>
Bicycle Facility Standards	<ul style="list-style-type: none"> <li>- With growing emphasis on multi-modal transportation particularly active transportation these standards are now required</li> </ul>	<ul style="list-style-type: none"> <li>- Maintain cycling facilities to specified standards</li> </ul>	<ul style="list-style-type: none"> <li>- No Concerns</li> </ul>
General Clarification of Maintenance Expectations	<ul style="list-style-type: none"> <li>- Continual improvement</li> </ul>	<ul style="list-style-type: none"> <li>- Minor adjustments to procedures</li> </ul>	<ul style="list-style-type: none"> <li>- No Concerns</li> </ul>

In addition to staff review, a third-party legal review has been completed on behalf of all the local municipalities, resulting in minor revisions to ensure legal compliance and clarity. Once approved in principle the County will need to finalize schedules, road classifications, and reimbursement rates for each local Municipality, at which point Council can approve the final agreement.

### **Financial Implications:**

It is anticipated that financial reimbursement from the County will remain in alignment with the previous agreement subject to CPI increases.

### **Conclusion:**

Staff recommends Council's approval in principle of the amended County Road Maintenance agreement and request the County to prepare the finalized agreement for approval. This collaborative effort between the local municipalities and the County, will ensure efficient service delivery and foster transparency in road maintenance operations for the benefit of our local and broader community.

### **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"**

COUNTY ROADS MAINTENANCE AGREEMENT

THIS AGREEMENT made effective, in quadruplicate, ~~as of the~~this 1st day of  
January, 2023.

B e t w e e n:

THE CORPORATION OF THE COUNTY OF ELGIN  
(hereinafter called the "County")

OF THE FIRST PART

- and -

THE CORPORATION OF THE MUNICIPALITY OF CENTRAL ELGIN  
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS:

- a) The County has, by by-law, established certain roads or public highways located within its boundaries and, further thereto, incorporated such roads, highways, and related bridge facilities into its arterial road system;
- b) The Municipal Act, 2001, S.O. 2001, c. 25, as amended (hereinafter the "Municipal Act"), permits a municipality to enter into agreements for the joint management and operation of, among other things, a road system;
- c) By Order made by Allan Leach, Minister of Municipal Affairs and Housing on May 15, 1997 and effective January 1, 1998, the responsibility for among other things, maintenance of the County road system was transferred from the County to lower-tier municipalities;
- d) The County and the Municipality as identified above have reached agreement as to the terms by which the Municipality shall undertake such maintenance responsibilities in respect of roads, highways, and related bridge, culvert, and drainage facilities incorporated in the County road system and which are located within the boundaries of the Municipality;

NOW THEREFORE this Agreement witnesseth that, in consideration of the mutual covenants herein contained and upon the terms and conditions expressed herein, the parties hereto agree with each other and their respective administrators, successors, and assigns as follows:

1.0 General

Guiding Principles

- 1.1 For purposes of interpretation and implementation of the provisions of this Agreement, the parties hereto agree that the guiding principles of such provisions include but are not necessarily limited to the following:
  - i) The Municipality shall deliver the Services contemplated by this Agreement to the standards outlined herein, including, when and where applicable, to the then current minimum maintenance standards as established by the Province of Ontario, currently as prescribed in O.Reg. 239/02, as amended, entitled "Minimum Maintenance Standards for

Municipal Highways” as may be further amended, updated, and/or replaced.

- (ii) The Municipality shall deliver the Services contemplated by this Agreement to the applicable standards as outlined herein, irrespective of annual operating cost fluctuations.
- (iii) The Municipality shall have the discretion and flexibility to perform the Services contemplated by this Agreement utilizing any service delivery method or methods it chooses, so long as the standards outlined herein are satisfied.
- (iv) The annual compensation payable to the Municipality as contemplated by this Agreement is intended to provide fair, reasonable, and sufficient payment for the anticipated average costs of road maintenance and repair Services to be delivered by the Municipality during an average calendar year.
- (v) The Municipality will be entitled to receive the full amount of annual compensation as contemplated by this Agreement, irrespective of annual operating cost fluctuations.
- (vi) In its discretion, the Municipality shall have and exercise financial control over annual compensation contemplated by and received under this Agreement, including the ability to appropriate all or any part of such compensation to municipal operations and/or resources as it chooses or deems reasonable.

#### Schedules

**1.2** The following schedules are attached to and shall form part of this Agreement:

- (i) Schedule "A" referred to as a detailed description of roads and bridge/culvert/drainage facilities for which maintenance/repair services are required in the Municipality;
- (ii) Schedule "B" referred to as a sketch identifying location of relevant County roads and bridge/culvert/drainage facilities in the Municipality;
- (iii) Schedule "C", referred to as Scope of Services;
- (iv) Schedule "D" referred to as Monthly Invoice Format;
- (v) Schedule "E" referred to as Payment Schedule;
- (vi) Schedule "F" referred to as Quarterly Road Works Report (Municipality to County) Format;
- (vii) Schedule "G" referred to as Year-End Financial Statement (Municipality to County) Format;
- (viii) Schedule "H" referred to as the Winter Road Salt Use and Winter Control Operations Questionnaire Format;
- (ix) Schedule "I" referred to as Quarterly Inspection Report (County to Municipality) Format;
- (x) Schedule "J-1" referred to as Terms of Reference - Operations Committee; and,
- (xi) Schedule "J-2" referred to as Terms of Reference - Governance Committee.

For purposes of clarity and with respect to Schedule "C" (including the appendix thereto) above, it is agreed and acknowledged that the obligations, duties, requirements, and standards hereunder must be read and interpreted in conjunction with the complete text of this Agreement, including but not limited to s. 1.1 above as well as established principles of contract interpretation.

**2.0 Definitions**

**2.1** For purposes of this Agreement,

2.1.1 "Road", "County Road", or "Road Allowance" shall have identical meaning and shall include that area of land comprising and recognized as a public road allowance at law, including but not limited to the travelled and untravelled portions of any road, highway, street or public right-of-way.

2.1.2 "County Superintendent" shall mean the County Engineer for the ~~Corporation of the~~ County of Elgin or his or her designate or designates.

2.1.3 "Municipal Superintendent" shall mean the Manager of Public Works for the ~~The Corporation of The~~ Municipality ~~of Central Elgin~~ or his or her designate or designates.

2.1.3.1.4 "Services" shall mean all of the maintenance and repair services required to be performed by the Municipality pursuant to this Agreement.

**3.0 Term**

3.1 The parties agree that this Agreement shall come into effect ~~as of on~~ the 1<sup>st</sup> day of January, 2023, which date shall hereinafter be referred to as the "~~e~~Commencement ~~d~~ate".

3.2 This Agreement shall commence on the ~~e~~Commencement ~~d~~ate and shall continue until the 31st day of December, 2027 (the "Term") at which time it shall terminate; provided that the parties, by written Agreement executed prior to December 31, 2027, may extend the Term hereof for a further five (5) year period, commencing on the 1st day of January, 2028, and ending on the 31st day of December, 2032.

**4.0 Maintenance/Repair Services**

4.1 The Municipality hereby agrees to maintain and keep in repair those Road Allowances and bridge/culvert/drainage facilities, as identified on Schedule "A" and "B" hereto.

4.2 For purposes of clarity, attached as Schedule "B" to this Agreement is a sketch generally identifying the Roads and bridge/culvert/drainage facilities which are the subject of this Agreement and the maintenance and repair obligations set forth in clause 4.1 above. In the event of a conflict between the provisions of Schedules "A" and "B" hereto, the provisions of Schedule "A" shall prevail.

**4.3** For purposes of clarity,

4.3.1 where a County Road intersects a road owned by or otherwise under the jurisdiction of the Municipality, the continuation of the County Road to its full width across the road so intersected is considered part of the County Road.

4.3.2 where a County Road intersects a Provincial Highway owned or otherwise under the jurisdiction of the Province of Ontario and/or the Ministry of Transportation - Ontario, the continuation of the said Provincial Highway to its full width across the County Road so intersected is deemed to be part of the Provincial Highway and not part of the County Road and, as such, is not subject to the obligations set forth in this Agreement.

4.4 Subject to s. 4.10 below, the Municipality covenants to perform maintenance/repair services upon those Road Allowances and bridge/culvert/drainage facilities identified in Schedules "A" and "B" hereto, at

all times utilizing competent supervisors and workers properly trained in the delivery of road maintenance and repair services as contemplated by this Agreement. The maintenance/repair services to be provided by the Municipality and the standards to which such Services are to be provided are as identified and/or contemplated by the Scope of Services as attached as Schedule "C" hereto, which Schedule further includes photocopies of relevant ~~Elgin Municipality~~ maintenance/repair policies as reflecting upon performance of those Services.

- 4.5 Road maintenance/repair services in addition to the Scope of Services identified in Schedule "C" may be performed by the Municipality by mutual agreement between the Municipal Superintendent and the County Superintendent. In the event that additional services beyond those provided for in the Agreement are required by the County, the County Superintendent ~~shall may, but is not required to,~~ identify such services to the Municipal Superintendent and the Municipality, ~~through the Municipal Superintendent, and the Municipality, through the Municipal Superintendent,~~ shall have the option of either ~~agreeing seeking~~ to perform such work or declining to perform such work. In the event that the Municipality ~~agrees seeks~~ to perform such work and save and except in the case of an emergency as determined by the County Superintendent in his unfettered discretion, the County Superintendent, or his designate, shall deliver a written scope of intended additional services to the Municipality by the Municipal Superintendent. If the Municipality thereafter ~~agrees seeks~~ to perform such services, the Municipal Superintendent shall prepare and deliver a written cost estimate to the County Superintendent, who shall have the option of either accepting the said cost estimate or rejecting such estimate, in which former case, the accepted estimate shall constitute the mutual agreement for such additional services between the parties as referred to above. In the event that the Municipality, in the first instance, rejects the opportunity to seek to perform such additional services or the County, in the second instance, rejects the written estimate prepared and delivered by the Municipal Superintendent, then in either such instances, the County shall be at liberty to arrange for the additional services to be performed by a third party contractor other than the Municipality.

Without limiting the generality of the foregoing, ~~but~~ in the case of an emergency as determined by the County Superintendent and without restricting the authority of the County Superintendent to retain a third party contractor to perform the required work, the requirement for delivery of a written scope of intended additional services is waived and the County Superintendent and the Municipal Superintendent may agree that the Municipality shall perform such additional services as is required to address the said emergency, under which agreement the said additional services ~~shall may~~ be costed and invoiced by the Municipality to the County on a time and materials basis, ~~but without~~ administrative surcharge(s) ~~not~~ exceeding five percent (5%) of the cost of such services prior to accrual of taxes; provided at all times that, prior to performance of any such additional services, the terms of such arrangement, including but not limited to costing and invoicing on a time and materials basis, must be confirmed in writing, including by exchange of email, between the County Superintendent and Municipal Superintendent.

In those circumstances in which additional maintenance/repair services are completed by a third party contractor, the County shall take all reasonable steps to ensure that such ~~Services Works~~ are at all times rendered by workers properly trained in the delivery of road maintenance and repair services as contemplated by this Agreement and otherwise overseen by competent supervisors and, furthermore and at all times, that such ~~Services Works~~ shall satisfy any and all applicable provincial and/or ~~mMunicipality~~ standards, whichever is higher.

In those circumstances in which such additional maintenance/repair services are completed by the Municipality and the Municipal Superintendent is of the opinion that certain road maintenance/repairs are of an emergency nature and that such notice to the County Superintendent is not practical and, as such, the

**Commented [AV1]:** County may as for wording to be "may" not shall this is to provide operational flexibility if in the opinion of the County it would be more efficient to reach out to third party right away

**Commented [AV2]:** Staff have no concerns with this

Municipal Superintendent shall have the right to arrange for and complete those emergency services and shall thereafter notify the County Superintendent within the next working day of the services so provided.

The Municipality shall prepare and deliver an invoice to the County for such additional maintenance/repair services, including any such emergency services, in accordance with paragraph 5.2 below and the County shall pay such invoice in accordance with paragraph 5.3 below.

**4.6** With respect to standards to which the Scope of Services set forth in Schedule "C" to this Agreement are to be performed, the parties hereto acknowledge and/or agree as follows:

4.6.1 As and where applicable and unless otherwise indicated, the parties agree to the application of the regulatory standard to the associated maintenance or repair Service as specified within the then current Minimum Maintenance Standards established by the Province of Ontario by Regulation passed pursuant to the Municipal Act, ~~2001, S.O. 2001, c. 25, as amended~~. In the event of any change to an applicable regulatory standard(s) by the Province of Ontario, the County Superintendent and Municipal Superintendent shall review such revised standard(s) in relation to the Scope of Services to determine whether the said standards as revised by the Province of Ontario are greater than or less than any applicable requirement(s) of the Scope of Services. In this regard and in the event that the Province of Ontario has revised a standard(s) that is(are) higher than that applicable to or contemplated by the associated maintenance or repair Service(s), then the parties shall adopt those higher performance standards and, if necessary, present to County Council and Municipal Council any amendments required to this Agreement.

4.6.2 The standards for maintenance and/or repair Service(s) not specified within the Minimum Maintenance Standards are to be performed to the standard referenced in Schedule "C" hereto, including but not necessarily limited to an associated policy referenced and/or attached thereto. Any change in such standard requires the consent of both parties hereto and a formal written amendment hereto pursuant to s.15.3 herein.

**4.7** The County Superintendent and the Municipal Superintendent shall each advise the other of repair and construction works that are scheduled along both County Roads and intersecting Municipal Roads on an annual basis to permit the Municipality the opportunity to arrange its work schedule in anticipation of those works upon any County Road. The County Superintendent shall also provide to the Municipality, for information purposes only and immediately upon granting of such permits or approvals, copies of any written permits or approvals which are granted to third parties by the County Superintendent in respect of work upon or use of any County Road Allowance.

**4.8** ~~Without limiting the maintenance obligation of the Municipality as set forth above or herein, t~~The parties acknowledge and agree that the Municipality shall not be called upon to maintain and/or repair a County ~~R~~road, bridge/culvert/drainage facility or highway bridge/overpass pursuant to this Agreement where such County ~~r~~Road, bridge/culvert/drainage facility or highway bridge/overpass has been constructed and/or reconstructed by the County or a subcontractor retained by the County to a condition which would fail to meet established County standards for such County ~~r~~Road, bridge/culvert/drainage facility or highway bridge/overpass or contract requirements for such construction and/or reconstruction; provided that the Municipality shall be obliged to so maintain and/or repair any such County ~~r~~Road, bridge/culvert/drainage facility or highway bridge/overpass pursuant to this Agreement at all times after such infrastructure has been remediated to a condition to meet established County standards for such County ~~r~~Road,

bridge/culvert/drainage facility or highway bridge/overpass or contract requirements for such initial construction and/or reconstruction. The County shall provide written notice of all warranty terms and periods to the Municipality so that the Municipality can monitor its obligations under this paragraph.

- 4.9** Further to those maintenance obligations referred to above, the Municipality also agrees to provide routine winter maintenance, including but not necessarily limited to snow removal and sanding, of highway bridges and overpasses not owned by the County but connecting at least to portions of County roads. The parties acknowledge that such highway bridges and

overpasses are identified in Schedules "A" and "B" to this Agreement and that such facility shall be maintained in accordance with the Scope of Services for Elgin Road System attached as Schedule "C" to this Agreement.

- 4.10** ~~Notwithstanding that set forth in s.4.4 above but at all times s~~Subject to the dispute resolution process detailed in s. 12 below, the parties further agree that in the event of a dispute as to the interpretation of the Scope of Services prescribed by the County for the Elgin Road System, the decision of the County Superintendent, acting reasonably, shall prevail.

- 4.11** The County and the Municipality, as the case may be and in respect of the various obligations, acknowledgements, and agreements set forth in this s. 4 above, further acknowledge and agree as follows:

4.11.1 Without limiting the generality of that set forth above but subject to the review and adoption process provided for in s. 4.6 above, the Municipality hereby specifically acknowledges and agrees that, unless otherwise indicated, the maintenance and/or repair works undertaken upon County ~~R~~Roads, bridge/culvert/drainage facilities and/or highway bridge/overpass pursuant to this Agreement shall at all times and in all ways satisfy the then current standards established by the Province of Ontario pursuant to the Municipal Act, ~~2001~~, and/or any Regulations passed thereunder, including but not limited to those standards established and known municipally as Minimum Maintenance Standards. The Municipality hereby further acknowledges and agrees that its road maintenance/repair practices are of a nature and of a quality to satisfy all applicable statutory and/or regulatory obligations or standards for maintenance or repair a highway or associated facilities.

4.11.2 The County hereby specifically acknowledges and agrees that, in arranging for completion of works upon any County ~~R~~Road, bridge/culvert facility, and/or highway bridge/overpass, including the construction or reconstruction thereof, by a third-party contractor,

- (a) it shall use its best efforts to ensure that such works, by design and upon completion and acceptance, shall satisfy all applicable provincial and/or municipal standards for such construction and/or reconstruction;
- (b) it shall utilize appropriate contract documents to satisfy the commitment set forth in subsection (a) above;
- (c) it shall use its best efforts to provide timely notification to the Municipality, by the Municipal Superintendent, of the anticipated timing and detail of such works to be performed by a third party contractor upon any County Road, bridge / culvert facility, and/or highway bridge/overpass to which this Agreement applies;
- (d) in circumstances in which deficiencies in the said works are discovered, it shall use its best efforts to seek correction of such



deficiencies by the involved contractor, including through reliance upon any warranty provided by such contractor; provided that the County shall at all times have the discretion to choose not to seek correction of such deficiencies by such contractor or in reliance upon such warranty but to seek correction by any other contractor or through any other arrangement.

- (e) during any period of time to which a specific warranty from a third-party contractor who completed Works upon any County ~~R~~Road, bridge/culvert/drainage facility, and/or highway bridge/overpass shall apply, the ~~County shall not require the~~ Municipality shall not be required to perform maintenance/repair services as contemplated by this Agreement to improve the condition of such Works to meet any applicable provincial and/or municipal standard prior to such Works being accepted by the County; ~~provided that it is otherwise understood that the Municipality may be required to perform maintenance/repair services in relation to such Works as contemplated by this Agreement in circumstances in which the applicable standard had been previously achieved as of the date of acceptance of the Works by the County but that, by use or otherwise, such maintenance/repair services are then required to again achieve such standard;~~
- (f) it shall use its best efforts to provide timely notification to the Municipality, by the Municipal Superintendent, of both satisfactory performance and completion of works by such third party contractor and/or, in the case of repair or remediation of any defect or deficiency caused by or attributed to the said or any other contractor, whether pursuant to a warranty or not, satisfactory repair or remediation of such defect or deficiency as well as the resultant commencement or re-commencement of the Municipality's maintenance and repair obligations as provided for herein in respect of the said County Road and/or bridge/culvert/drainage facility; and,
- (g) upon ~~reasonable~~ demand by the Municipality, the County shall produce to the Municipality any records relating to inspection, deficiency correction, and/or acceptance of such works by or as between the County and any involved third-party contractor.

## 5.0 Payment to the Municipality

5.1 For maintenance/repair services as contemplated by the Scope of Services attached as Schedule "C" hereto, the Municipality shall receive the annual base payment of \$796,941.70 for services rendered during each calendar year of the Term of this Agreement, provided that the said annual base payment shall be adjusted on an annual basis, effective January 1 of each calendar year of the term of this Agreement, commencing January 1, 2024, in accordance with the Consumer Price Index (CPI) for Ontario (All Goods) for the month of October of each year, commencing October, 2023. The Municipality shall submit a summary invoice in accordance with the sample attached as Schedule "D" hereto to the County on or before the 10th day of each month, commencing February 10, 2023, and continuing through and including January 10, 2028 and in accordance with the corresponding monthly percentage of annual base payment as set out in Schedule "E" attached, for such services rendered within the previous calendar month, such invoices to provide and, as required, be accompanied by the following reports:

- 5.1.1 within each such monthly invoice, the Municipality shall confirm the details of at least one (1) inspection of County ~~R~~roads and bridge/culvert/drainage facilities as contemplated by this Agreement and completed within the previous month period to which the invoice applies, including the date and time of the inspection and the name of the person completing that inspection;

5.1.2 on or before the 10<sup>th</sup> day of April, July, October, and January of the Term of this Agreement but furthermore including January 10, 2028, and commencing April 10, 2023, a Quarterly Road Work Report detailing the Services contemplated by this Agreement and as performed by or on behalf of the Municipality during the previous three (3) full months' time period, such Report to be prepared and delivered in the format set forth in Schedule "F" hereto ;

5.1.3 by February 15<sup>th</sup> of each calendar year, commencing February 15, 2024, and continuing to and including February 15, 2028, and in accordance with the format set forth in Schedule "G" hereto, Year-End Financial Statements detailing total repair/maintenance costs in respect of County Roads, for the previous full calendar year, including but not limited to line items for labour, equipment, material/contracts, administration and other costs for each Service item as identified in Schedule "C" hereto; and,

5.1.4 by May 10<sup>th</sup> of each calendar year, commencing May 10, 2023, a complete Winter Road Salt Use and Winter Control Operations Questionnaire for the previous twelve (12) month period ending April 30<sup>th</sup> of each such calendar year and in the format set forth in Schedule "H" hereto.

**5.2** For additional maintenance/repair services, including emergency services, as provided for herein and at all times within 60 days of completion of such Services, the Municipality shall, within a monthly invoice prepared and delivered in accordance with ss. 4.5 and 5.1 above, charge the County for the agreed cost of such Services, provided that the details of such work and cost calculation thereof, including photocopies of any third party charges, are set forth within such invoice and otherwise accounted for within the applicable Quarterly Report as contemplated in s. 5.1 above.

**5.3** The County shall forthwith pay the monthly invoice submitted by the Municipality in compliance with the requirements set forth in paragraph 5.1 and 5.2 above, provided that the County shall not be required to pay any such invoice submitted by the Municipality which is not in compliance with those requirements and/or in respect of any invoice item which is disputed by the County. In addition and for purposes of clarity, in the event that the Municipality has failed to deliver a report or reports as contemplated by either paragraph 5.1 above or otherwise failed to comply with its obligations pursuant to paragraphs 5.2 above or 8 or 9 below, the County may withhold ten per cent (10 %) of the value of any then current invoice and all subsequent invoices as rendered to it by the Municipality until the Municipality has corrected such deficiency and brought itself into compliance with its obligations pursuant to this section and this Agreement.

**5.4** As guidance to the preparation of invoices and/or reports as set forth in this s. 5.0, the following principles shall apply:

5.4.1 Labour costs should be reported as actual costs of applicable salary and benefits paid.

5.4.2 Equipment costs should be reported as applicable machine hours, utilizing OPSS-127 rates most recently published by the Ministry of Transportation Ontario.

5.4.3 Material and Contract costs should be reported as invoiced to the Municipality by an applicable vendor.

5.4.4 An annual flat fee of up to 5% of the total annual County Road

Maintenance Allocation may be reported by the Municipality as administrative charges within its Year-End Financial Statement.

- 5.4.5 All other applicable road maintenance/repair expenses related to County rRoads and facilities as contemplated in this Agreement should be reported as "Other" within the Year-End Financial Statement submitted by the Municipality and which Statement should be accompanied by documentation supporting such expenses.

5.5 If any portion of the County Roads that are subject to this Agreement undergo significant improvements during the Term of this Agreement, including without limitation changing from a rural to an urban cross-section, which have the effect of increasing the costs of maintaining that portion of the County Roads, the parties agree to amend the amount payable hereunder to reflect any demonstrated increased costs attributable to the improvements.

- 5.6 For purposes of further clarity, the parties hereto acknowledge that payments made and invoices rendered hereunder do not affect assessments applicable to or charged in respect of Municipal drains established pursuant to the Drainage Act, R.S.O. 1990, c. D.17, as amended.

## 6.0 Insurance

- 6.1 The Municipality shall, during the term of this entire Agreement, obtain and maintain for the benefit of the County, a comprehensive general liability insurance policy in the amount of not less than ten million (\$10,000,000.00) dollars per incident, such policy providing insurance coverage for and including bodily injury, death, or property damage as sustained in connection with the performance of services and/or obligations that are undertaken pursuant to this Agreement; for purposes of clarity, the aforementioned policy shall name the County as an additional insured.
- 6.2 The Municipality shall upon request provide~~furnish to~~ the County with copies of the Certificate of Insurance issued in respect of such policy and the Municipality shall maintain such policy in full force and effect during the entire ~~t~~Term of this Agreement.
- 6.3 Effective as of the date of this Agreement, the Municipality shall require that contractors and third parties which perform maintenance and/or repair works upon any County ~~r~~Road, bridge/culvert, highway or overpass or traffic control signal or beacon in accordance with this Agreement shall maintain a comprehensive general liability insurance policy in the amount not less than five million (\$5,000,000.00) dollars per incident, such policy to provide insurance coverage for and including bodily injury, death, or property damage as sustained in connection with the performance of maintenance/repair services undertaken pursuant to this Agreement. The County and the Municipality shall each be named as additional insureds under the terms of this insurance policy.

## 7.0 Traffic/Beacon Signals

- 7.1 The Municipality shall monitor traffic control/beacon signals or devices located on County Roads in accordance with and as may be indicated in the Scope of Services attached as Schedule "C" hereto.
- 7.2 In the event that the Municipality shall observe any deficiency in the installation, erection, or operation of any traffic control/beacon signals, it shall immediately notify both the County Superintendent or his or her designate and the Electrical Contractor for the County as to the details of such deficiency; provided that the County shall at all times inform the Municipality of the identity of the current Electrical Contractor.

## 8.0 Inspection

County – Quarterly Inspections – Maintenance and Repair of Deficiencies by Municipality

- 8.1 Without limiting the right of the County to do so at any time but at least once during each three month period of the term of this Agreement and on at least one such occasion to be accompanied by the Municipal Superintendent, the County shall inspect the condition of the roads, bridges/culverts/drainage facilities, highway bridges/overpasses, and traffic signals and beacons which are the subject of this Agreement and in relation to the Scope of Services for Elgin Road System attached as Schedule “C” to this Agreement. The County representative shall thereafter record the results of the said inspection on an Inspection Report in the format contained in Schedule “I” hereto, a copy of which shall then be delivered to the Municipal Superintendent along with written direction from the County Superintendent directing the repairs and/or maintenance works the County Superintendent believes need to be completed.
- 8.2 Unless postponed upon the written approval of the County and at all times within sixty (60) days of receipt of such Inspection Report, the Municipality, within a time period reasonably commensurate with the extent and nature of such works and any consequential risk to public users, shall commence and diligently pursue the completion of undertake and complete all required repairs and/or maintenance works for which it receives direction pursuant to s. 8.1 above and shall report the details of such work to the County within the Quarterly Report next delivered pursuant to s. 5.1 above.
- 8.3 The Municipality acknowledges and agrees that the performance of inspections by and the communication of direction for required repair and/or maintenance from the County pursuant to paragraph 8.1 above does not relieve the Municipality of its obligations to otherwise perform repairs and/or maintenance works to County roads, bridges/culverts/drainage facilities, highway bridges/overpasses, and traffic control/beacon devices as set forth in this Agreement.

By the Municipality – Monthly Inspections – Inspection Notes – Maintenance and Repair of Deficiencies of Municipality

- 8.4 At least once during the course of each calendar month during the Term of this Agreement, the Municipality, by its Municipal Superintendent or any authorized designate thereof, shall inspect the roads, bridges/culverts/drainage facilities, highway bridges/overpasses, and traffic signals which are the subject matter of this Agreement and in relation to which the Scope of Services attached as Schedule “C” hereto apply. The involved Municipal representative shall prepare written records/notes of the results of each such inspection, including but not limited to the particulars of any relevant MMS standards findings, noted deficiencies, corrective actions undertaken, and/or planned, but not yet completed, works, which results, along with details of completed remedial maintenance and/or repair work, shall be incorporated within the next delivered Quarterly Roads Works Report (Municipality to County) prepared in the format outlined in Schedule “F” hereto. Thereafter, the said records/notes shall be held and maintained by the Municipality in accordance with and pursuant to the obligations set forth in s. 9.0 hereof.
- 8.5 Without limiting the generality of the foregoing and unless extended by the written approval of the County but at all times within a time period reasonably commensurate with the nature and extent of such works and any consequential risk to public users, the Municipality shall undertake and complete all required maintenance and/or repair works in respect of deficiencies noted and recorded during any one or more monthly inspections as prescribed in s. 8.4 above and report the details of such deficiency and work to the County within the Quarterly Road Works Report next delivered.

9.0 Records

**9.1** The Municipality shall maintain accurate records of works performed pursuant to this Agreement, including but not limited to works performed pursuant to any direction received pursuant to paragraph 8.1 above, the records/notes required by s. 8.4 above, and as incorporated within the Quarterly Roads Works Reports as referenced above.

**9.2** The Municipality shall maintain records of its activities undertaken pursuant to this Agreement in accordance with the timeframes established in its municipal records retention bylaw, approved in accordance with the Municipal Act, and, further thereto, shall allow access to such records to the County Superintendent or his or her delegate, limited only by the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended (hereinafter "MFIPPA").

**9.3** — The County shall maintain records of its activities undertaken pursuant to this Agreement in accordance with the timeframes established in its municipal records retention bylaw, approved in accordance with the Municipal Act and,

~~— further thereto,~~ shall allow access to such records to the Municipal Superintendent or his or her delegate, limited only by the provisions of MFIPPA.

## 10.0 Indemnity

**10.1** The Municipality hereby indemnifies and saves harmless the County, its employees, agents, and councillors, from any and all claims, demands, losses, costs, damages, actions, lawsuits or other proceedings by whomsoever made, sustained, or prosecuted which may arise either directly or indirectly by any act, neglect or refusal of the Municipality, its servants, employees, agents, invitees or contractors to maintain and/or repair any County Road and/or bridge/culvert/drainage facilities in accordance with the terms of this Agreement.

**10.2** The County hereby indemnifies and saves harmless the Municipality, its employees, agents, and councillors, from any and all claims, demands, losses, costs, damages, actions, lawsuits or other proceedings by whomsoever made, sustained, or prosecuted which may arise either directly or indirectly by any act, neglect, failure or refusal to perform or otherwise satisfy any obligation or covenant provided for in this Agreement.

**10.3** In the event that the Scope of Services for the Elgin Road System as contemplated by this Agreement are found by a Court of competent jurisdiction to have been completed without fault or negligence by the Municipality, or, in the alternative, the County has acknowledged that such services have been completed without fault or negligence by the Municipality, ~~in both cases including its employees or agents,~~ then the County hereby agrees to indemnify and save harmless the Municipality, its employees, agents, and councillors, from any and all claims, demands, losses, or other proceedings that may be advanced against the County or the Municipality arising from the Servicesworks performed by the Municipality upon the relevant County Roads and/or bridge/culvert/drainage facilities.

**10.4** In the event of a claim to damages as against either and/or both the County and the Municipality in respect of an alleged failure to repair and/or maintain a County Road and/or bridge/culvert/drainage facilities, the parties shall cooperate in the administration of and/or response to such claim to damages, including but not limited to provision of photocopies of correspondence and/or communication with its respective insurer, subject at all times to any conflict of interest as identified by either party hereto or its insurer.

**10.5** ~~Notwithstanding~~ In addition to the contents of Section 10.3 above, in the event that a proceeding against the Municipality in respect of conduct relating to the performance of maintenance/repair Services undertaken pursuant to this

Agreement is dismissed at Trial, then the County shall reimburse the Municipality for one-half of its insurance deductible to a maximum amount equal to one-half of the deductible payable by the County under its general liability insurance policy in effect at the date of the loss/incident upon which such proceeding was based.

**10.6** All indemnities that arise from this Agreement extend beyond the term of this Agreement.

## **11.0 Assignment and Sub-Contractors**

**11.1** The Municipality agrees that the County Superintendent reserves the right to approve, acting reasonably, sub-contractors the Municipality retains to undertake the Scope of Services contemplated by this Agreement.

**11.2** In the event the Municipality assigns or sub-contracts its responsibilities under this Agreement or otherwise employs sub-contractors, the Municipality shall be responsible for all payment requirements or other obligations of an owner pursuant to the Construction Lien Act (Ontario). Without limiting the foregoing, the Municipality shall be responsible to quantify the value of work performed and materials supplied and prepare progress certificates to show the amount of statutory holdbacks and liens as may apply. If required by the County, a copy of each progress payment certificate shall be directed to the County Superintendent. The Municipality shall be responsible for obligations to a sub-contractor to certify the completion of the works as required. The County Superintendent shall receive a copy of the certificate of substantial performance as issued by the Municipality and the Municipality shall comply with all notice requirements as set out in the Construction Lien Act (Ontario) for the said certificate.

## **12.0 Dispute Resolution**

**12.1** The parties further agree that in the event of a dispute between the parties as to any matter arising from this Agreement with financial implication to either or both parties of at least twenty-five thousand (\$25,000.00) dollars, then the resolution of such a dispute shall be determined, ~~upon the agreement of both parties~~, by a private arbitrator, and that decision of the private arbitrator shall be final and binding. The arbitrator selected shall have significant experience in road construction and maintenance and repair and other municipal matters and may be selected upon the recommendation of the Director of the Ontario Good Roads Association. The parties agree that in order to apply for arbitration pursuant to this paragraph, the party making the application must provide notice of the dispute and its intention to proceed to private arbitration within thirty (30) days of becoming aware of the subject matter in the dispute.

**12.2** In the event that the parties ~~agree to~~ proceed to arbitration, then the arbitrator shall be selected upon mutual agreement of both parties within ninety (90) days of receipt of the notice of arbitration, failing which each party shall select their own representative, who in turn ~~shall~~will select a ~~third~~third arbitrator with the qualifications as noted above, and the selection of that third arbitrator shall be final and binding.

**12.3** The provisions of the Statutory Powers and Procedures Act, R.S.O. 1990, c. S.22, as amended, and the Arbitrations Act, R.S.O. 1990, c. A.24, as amended, shall apply through the arbitration process.

**12.4** The parties hereto further agree that:

- a) The arbitrator shall have the unfettered discretion to decide upon and direct resolution of any dispute arising in relation to this Agreement; ~~including but not necessarily limited to the direction that the within Agreement be terminated on as at a date deemed reasonable by the arbitrator;~~



- b) Any award or decision made by the arbitrator is binding upon the parties and may be enforced in the same manner as a Judgment or Order of the Ontario Superior Court of Justice to the same effect;
  - c) Either party may obtain an Order pursuant to the Arbitration Act, 1991, S.O. 1991, Chapter 17, as amended, staying any legal proceeding relating to the dispute presented to the Arbitrator pursuant to this Agreement; and
  - d) Neither party shall have the right to appeal the award or decision of the arbitrator to a Court or apply to set aside the award or decision of the arbitrator.
- 12.5** Unless otherwise agreed by the parties, the cost of the arbitration ~~and the parties' own costs~~ shall be determined by the arbitrator, who has the authority to award costs payable against an unsuccessful party in his or her discretion at the conclusion of the arbitration.
- 12.6** In the event of a dispute between the parties as to completion of ~~Services maintenance or repair works as~~ required by this Agreement or as otherwise directed by the County Superintendent, then any arbitration hearing shall not be scheduled or be commenced until after the repair or maintenance services are completed to the satisfaction of the County Superintendent.

**13.0 Oversight / Administration**

General

- 13.1** To assist in oversight and administration of Road Maintenance Agreements between the County and its constituent lower tier municipalities, including the within Agreement, and with the goal and purpose of achievement of reasonable maintenance and repair of County Roads and associated bridge/culvert/drainage facilities in return for fair and equitable payment to the involved Municipality, the parties hereto agree to participate in establishment and subsequent consultative meetings of the following committees:
- 13.1.1 Operations Committee; and,
  - 13.1.2 Governance Committee.

Operations Committee

- 13.2** The parties hereto agree that the Terms of Reference for the Operations Committee, including as to intended compensation, mandate, meeting schedule, and meeting procedures, are as set forth in Schedule “J-1” hereto.

Governance Committee

- 13.3** The parties hereto agree that the Terms of Reference for the Governance Committee, including as to intended composition, mandate, meeting schedule, and meeting procedures, are as set forth in Schedule “J-2” hereto.

Annual Compliance Report – County to Governance Committee

- 13.4** As referenced in Schedule J-2 as Terms of Reference for the Governance Committee and on or before March 31<sup>st</sup> of each year of the Term of this Agreement, commencing March 31, 2024, but extended to and including March 31, 2028, the County shall prepare and submit to the Governance Committee an Annual Compliance Report detailing and providing analysis and comment upon the performance of the Municipality in relation to its duties and obligations set forth in ~~this the within Road Maintenance~~ Agreement, including but not limited to the following matters:

**Commented [AV3]:** The Township would have no objection to removing the governance committee from the agreement. Would add an extra bureaucratic layer, disputes could be easily elevated to the CAO level and meetings arranged ad-hoc if necessary.

- 13.4.1. Individual and summary results of remedial works required by Quarterly Inspection Reports delivered by the County delivered by the County to the Municipality;
- 13.4.2. Overall response of the Municipality to deficiencies noted within monthly inspections by the Municipality and Quarterly Inspection Reports submitted by the County to the Municipality;
- 13.4.3. Summary of compliance of Municipality with duties and obligations created by the Road Maintenance Agreement, including but not limited to reporting requirements and deadlines; and,
- 13.4.4. Engagement between the County and the Municipality within the Operations Committee and its meetings.



**140 Notice**

**141** Any notice required pursuant to this Agreement shall be delivered to the Chief Administrative Officer of the respective parties hereto and at the addresses set forth below:

For the County:

450 Sunset Drive  
St. Thomas, Ontario,  
N5R 5V1  
Facsimile Transmission: 519-633-7661  
Email:

For the Municipality:

450 Sunset Drive  
St. Thomas, Ontario N5R 5V1  
Facsimile Transmission: 519-631-4036  
Email:

**142** Any written notice between the parties hereto, which specifically excludes any invoice rendered in accordance with section 5.0 hereof, shall be delivered or sent by prepaid registered mail addressed to the parties at their respective addresses listed above, or their respective facsimile numbers as noted above.

**143** In the event that either party hereto shall change its address within the term of this Agreement, such party shall provide the other party hereto with written notification of such change of address within thirty (30) days of the effective date of such change, upon which date of notification the said new address shall be considered the address for service of any notice hereto pursuant to Section 14.1 above.

**144** Notice shall be deemed to have been received on the date on which notice was delivered to the address as designated or, in the case of mailing, on the fifth day after the date of mailing or, in the case of facsimile, the day after the facsimile has been sent or, in the case of email, on the next business day following the receipt of such email.

**15.0 Miscellaneous**

Waiver

**15.1** Any provision of this Agreement may be waived in whole or in part by a party without prejudice any other right of that party as arising from the breach of any other provision hereof. A waiver shall be binding upon the waiving party only if it is in writing. The waiver by a party of any breach of any provision hereof shall not be taken or held to be a waiver of any further breach of the same provision.

Severability

**15.2** All paragraphs, terms and conditions of this Agreement are severable and the invalidity, illegality or unenforceability of any such paragraph, term or condition shall be deemed not to affect the validity, legality, or enforceability of the remaining paragraphs, terms and conditions.

Amendment

**15.3** No amendment, variation, or change to this Agreement shall be binding unless same shall be in writing and signed by the parties.

**15.4** This Agreement includes the Schedules set out as Schedule "A" to "J-2" inclusive, and constitutes the entire agreement between the parties and supersedes all prior agreements, negotiations and discussions, whether oral or written, with respect to the subject matter of road maintenance for those roads as set out in this Agreement.

**15.5** This Agreement, including any associated agreements or documents required in connection herewith, may be executed in counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same Agreement.

**15.6** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. The parties hereto agree for themselves and on behalf of the foregoing persons to undertake such further acts and execute such further documents as may be necessary or expedient in order to carry out the purpose and intent of this Agreement.

SIGNED, SEALED & DELIVERED

in the presence of

per: \_\_\_\_\_  
Name: Ed Katchebaw  
Position: Warden

per: \_\_\_\_\_  
Name: Julie Gonyou  
Position: Chief Administrative Officer

We have authority to bind the Corporation

The Corporation of the Municipality of  
Central Elgin

per: \_\_\_\_\_  
Name: Andrew Sloan  
Position: Mayor

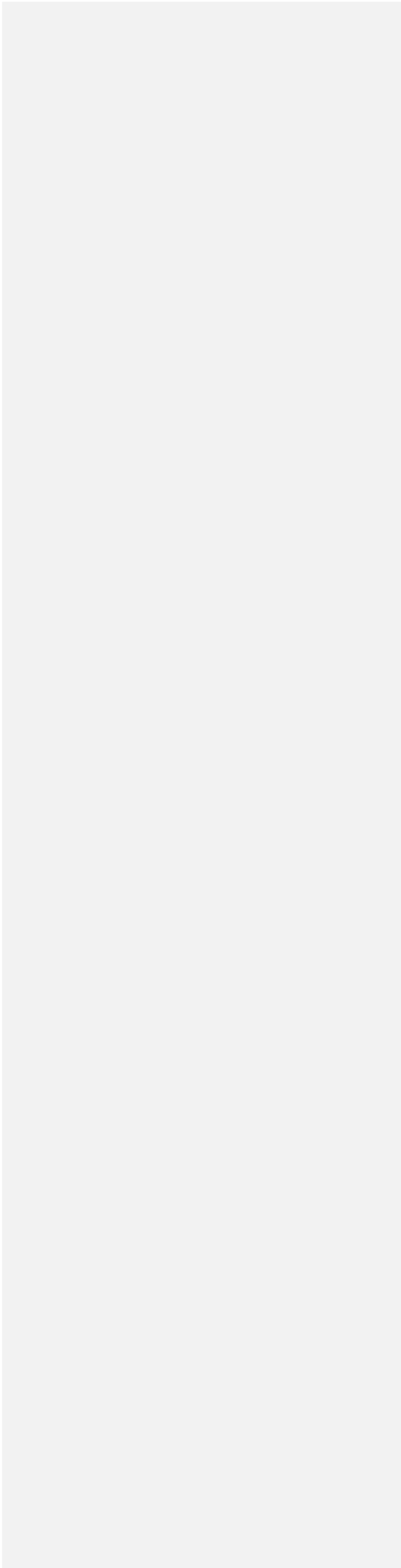
per: \_\_\_\_\_  
Name: Paul Shipway  
Position: Chief Administrative Officer

We have authority to bind the Corporation



**SCHEDULE “A”**

(Detailed description of roads and bridge/culvert/drainage facilities  
for which maintenance/repair Services provided)



**SCHEDULE “A”**  
(Detailed description of roads and bridge/culvert/drainage facilities  
for which maintenance/repair Services provided)

Road No.	Section No.		FROM	TO	Length (km)	Posted Speed	2022 ADT	MMS Classification
4	5	Bridge Street	Road 20 WPL	Colbourne WPL	0.290	50	5,200	4
	10	Colbourne Street	Bridge Street SPL	1,692m north of Bridge Street SPL	1.692	50	7,500	4
	20	Sunset Drive	1,692m north of Bridge Street SPL	Road 23	1.228	80	8,750	2
	30		Road 23	Road 27	2.398	80	11,000	2
	40		Road 27	Road 51	1.858	80	11,000	2
	50		Road 51	Start of 60km/h zone, 140m south of Road 45	1.426	80	11,000	2
	60		Start of 60km/h zone, 140m south of Road 45	City Limits	2.361	60	13,000	2
20	10	Carlow Road	Bridge Street NPL	Start of 40km/h zone, 430m south of Road #21 NPL	0.961	50	3,600	4
			Start of 40km/h zone, 430m south of Road #21 NPL	Road #21 NPL	0.430	40	3,600	4
21	10	Warren Street	Road #20 WPL	Road #4 WPL	0.401	50	3,000	4
22	10	Fairview Road	Road #24 NPL	Start of 60km/h zone, 770m south of Road #27 SPL	2.455	80	1,400	3
	20		Start of 60km/h zone, 770m south of Road #27 SPL	Road #27 SPL	0.770	60	1,600	4
	30		Road #27 NPL	Road #57 SPL	5.052	80	4,500	3
23	10	Joseph Street	Colbourne EPL	Joseph ST EPL	0.290	50	2,600	5
	20	East Road	Joseph ST EPL	Road #4	2.087	50	2,800	5

24	10	Dexter Line	Road #23 EPL	End of 60km/h zone, 400m east of Road #23	0.400	60	1,800	4
	20		End of 60km/h zone, 400m east of Road #23	Road #22 EPL	2.515	80	1,800	3
	30		Road #22 EPL	Road #36 EPL	7.436	80	1,650	3
	40		Road #36 EPL	Start of 50km/h zone, 825m west of Road #73	4.822	80	1,100	3
	50		Start of 50km/h zone, 825m west of Road #73	Hwy #73 WPL	0.825	50	1,100	5
	60	Old Dexter Line	Road #24	Road #24	2.900	80	50	5
26	10	St. George Street	City Limits	CNR tracks	0.246	50	3,500	4
	20		CNR tracks	Road #25 EPL	1.070	50	3,500	4
27	10	Sparta Line	Union Road NPL	North End of Meeks Bridge	0.276	60	600	4
	20		North End of Meeks Bridge, 3,396m west of Road #4	Hwy #4 WPL	3.396	60	900	4
	30		Hwy #4 WPL	End of 60km/h zone, 744m east of Road #4	0.744	60	1,500	4
	40		End of 60km/h zone, 744m east of Road #4	Start of 60km/h zone, 189m west of Road #22 WPL	1.193	80	1,500	3
	50		Start of 60km/h zone, 189m west of Road #22 WPL	End of 60km/h zone, 70m east of WPL Road #22	0.259	60	1,500	4
	60		End of 60km/h zone, 70m east of WPL Road #22	Start of 60km/h zone, 1,675m west of Road #36	5.480	80	1,200	3
	70		Start of 60km/h zone, 1,675m west of Road #36	Start of 40km/h zone, 1,375m west of Road #36	0.300	60	1,200	4
	80		Start of 40km/h zone, 1,375m west of Road #36	End of 40km/h zone, 905m west of Road #36	0.470	40	1,200	5
	90		End of 40km/h zone, 905m west of Road #36	Road #36 WPL	0.905	50	1,200	5
28	10	Centennia I Road	Road #45 NPL	Start of 60km/h zone, 810m south of Road #56	2.381	80	4,600	3
	20		Start of 60km/h zone, 810m south of Road #56	Road #56 SPL	0.810	60	4,800	4
	30		Road #56 NPL	Hwy #3 SPL	1.663	50	7,900	4

30	10	Highbury Avenue	Road #52 SPL	City Limts	5.745	80	14,000	2
31	10	Dalewood Road	City Limts	Road #52 SPL	1.493	80	2,700	3
34	10	Wilsie Bourne	City Limts	Start of 50km/h zone, 816m west of Road #74	2.157	80	1,500	3
	20		Start of 50km/h zone, 816m west of Road #74	Hwy #74 WPL	0.816	50	1,500	5
36	10	Quaker Road	Road #24 NPL	Start of 50km/h zone, 395m south of Road #27	2.883	80	900	4
	20		Start of 50km/h zone, 395m south of Road #27	Road #27 SPL	0.395	50	900	5
	30		Road #27 NPL	End of 50km/h zone, 645m north of Road #27	0.645	50	2,000	5
	40		End of 50km/h zone, 645m north of Road #27	Road #45 SPL	2.702	80	2,200	3
	50		Road #45 NPL	Hwy #3 SPL	5.775	80	2,700	3
37	10	Avon Drive	Hwy #74 EPL	Belmont EPL	0.640	50	1,800	5
45	40	John Wise Line	Hwy #4 EPL	Road #28 CL	3.592	80	2,900	3
	50		Road #28 CL	Start of 60km/h zone, 264m west of Road #35	9.061	80	3,000	3
	60		Start of 60km/h zone, 264m west of Road #35	Road #35 WPL	0.264	60	3,500	3
48	30	Ferguson Line	Road #25 EPL	End of 50km/h zone, 625m east of Road #25	0.625	50	900	5
	40		End of 50km/h zone, 625m east of Road #25	Road #30 WPL	4.285	80	800	4
	50		Road #30 EPL	Hwy #74 EPL	6.019	80	850	3
51	10	Fruit Ridge Line	Twp T/L	Tracks	0.725	80	700	4
	20		Tracks	Hwy #4 WPL	0.764	80	700	4
52	20	Ron McNeil Line	Road #25 EPL	Road #31 EPL	2.450	80	4,200	3

	30		Road #31 EPL	Road #30 EPL	2.500	80	5,300	2
	40		Road #30 EPL	Road #74 WPL	5.890	80	3,400	3
56	10	Elm Line	Road #28 SWPL	End of 50km/h zone	0.333	50	2,800	5
			End of 50km/h zone	Road #36 WPL	3.990	80	1,950	3
57	10	Southdale Road	Road #4 EPL	City Limit	0.550	60	4,500	3
74	10	Belmont Road	Hwy #3 NPL	End of 40km/h zone, 520m north of Highway #3	0.520	40	3,500	4
	20		End of 40km/h zone, 520m north of Highway #3	End of 50km/h zone, 840m north of Highway #3	0.320	50	3,500	4
	30		End of 50km/h zone, 840m north of Highway #3	Start of 60km/h zone, 169m south of Mapleton Line	4.196	80	3,500	3
	40		Start of 60km/h zone, 169m south of Mapleton Line	End of 60km/h zone, 778m north of Mapleton Line	0.947	60	3,500	3
	50		End of 60km/h zone, 778m north of Mapleton Line	Start of 50km/h zone, 91m south of Road #34 (Belmont south limits)	5.508	80	5,500	2
	60		Start of 50km/h zone, 91m south of Road #34 (Belmont south limits)	End of 50km/h zone, 1,529m north of Road #34 (Belmont north limits)	1.620	50	6,800	4

Schedule 'A' - List of Bridges and Culverts Greater than 3m Span

Bridg e No.	Other ID	Road No.	Municipality	Bridge Name	Structure Type	Location
B04	74004	74	Central Elgin	New Sarum	Rigid Frame - Concrete	0.2 km N. of Edgeware Line
B14	74014	74	Central Elgin	Mapleton	Rigid Frame - Concrete	0.4km N. of Ron McNeil Line
B18	26018	26	Central Elgin	St. George Street	Precast Concrete - Simply Supported	1.32km E. of Wellington Road
B25	21025	21	Central Elgin	Warren Street	Precast Concrete - Simply Supported	0.33 km W. of Sunset Road
B26	99026	T/L	Central Elgin	Jamestown	Steel Truss	4.00 km W. of Imperial Road
B27	99027	T/L	Central Elgin	Gillets	Steel Truss	3.00 km E. of Quaker Road
B28	45028	45	Central Elgin	Players	Precast Concrete - Simply Supported	1.66 km E. of Quaker Road
B29	30029	30	Central Elgin	Patterson	Precast Box Beams	1.52km N. of Ron McNeil Line
B30	99030	T/L	Central Elgin	McGinnis	Rigid Frame - Concrete	1.00 km E. of Highbury Ave.

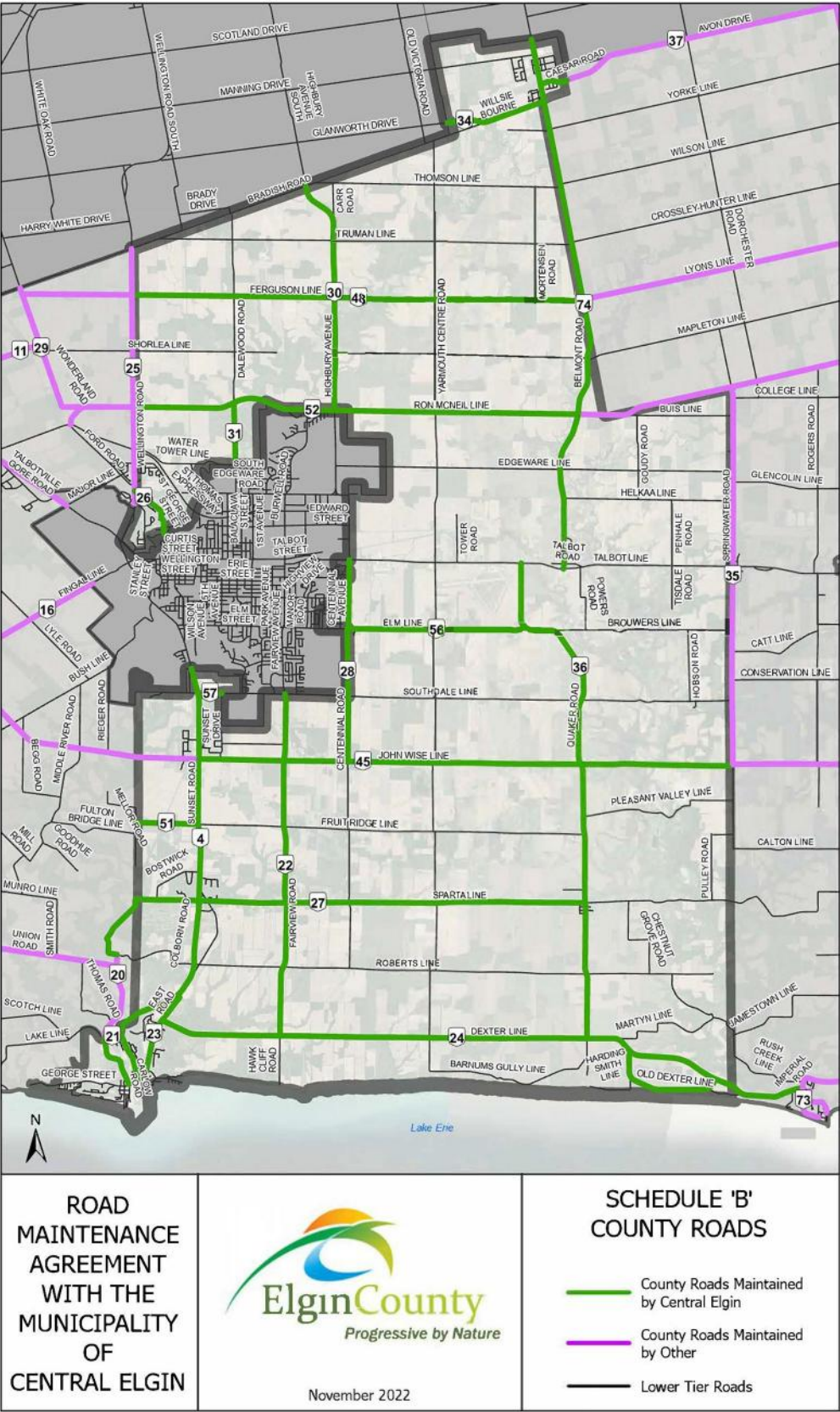


B31	99031	T/L	Central Elgin	Harkness	Rigid Frame - Concrete	2.50 km W. of Belmont Rd.
B32	34032	34	Central Elgin	Belmont West	Rigid Frame - Concrete	1.37km W. of Belmont Road
B61	52061	52	Central Elgin	Garton	Rigid Frame - Concrete	0.24km W. of Belmont Road
B63	99063	48	Central Elgin	Bucks	Precast Concrete Bridge	4.75 km W. of Belmont Road
B66	27066	27	Central Elgin	Terminal Rail	3 Span - Solid Slab Bridge	1.24 km W. of Sunset Road
B98	98074	74	Central Elgin	Belmont	Precast Concrete - Simply Supported	0.05km N. of Ceaser Road
B99	400	4	Central Elgin	King George IV	Bascule Lift Bridge	west of Colborne Street

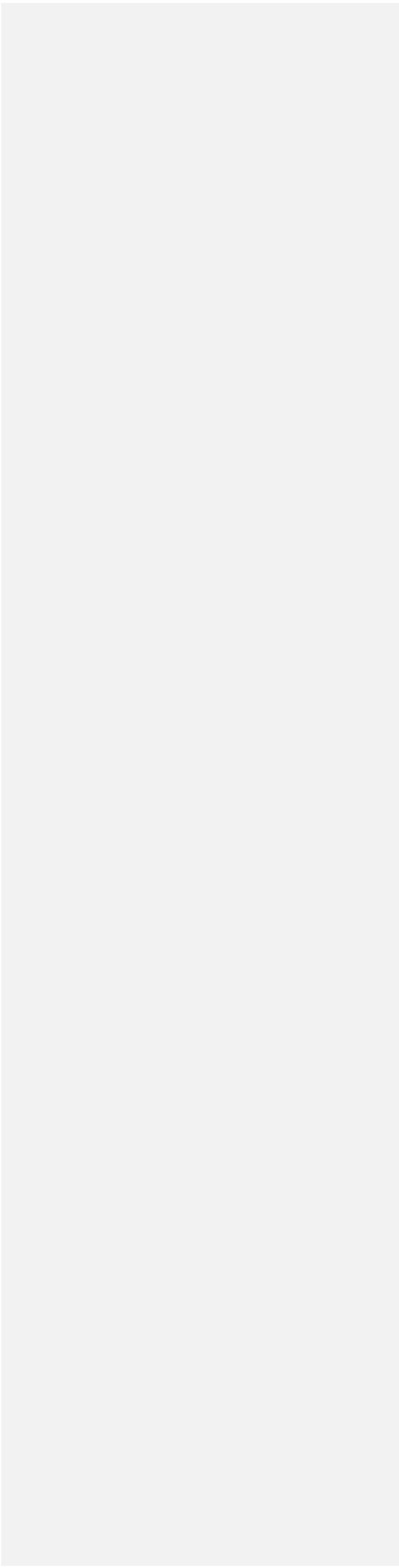
Culvert No.	Other ID	Road No.	Municipality	Culvert Name	Structure Type	Location
C02	52002	52	Central Elgin	Orchard Culvert	CPS - Vertical Ellipse	1.43km W. of Belmont Rd.
C09	36009	36	Central Elgin	Airport Culvert	CPS - Vertical Ellipse	1.34 km S. of Hwy No. 3
C12	30012	30	Central Elgin	Salt Creek Culvert	CPS - Round Pipe	0.97 km N. of Ron McNeil Line
C13	52013	52	Central Elgin	Kettle Creek Culvert	Super Span Arch	3.12 km E. of Wellington Road
C15	27015	27	Central Elgin	Golf Course Road Culvert	CPS - Pipe Arch	0.83 km W. of Sunset Road
C18	56018	56	Central Elgin	Tansley Drain Culvert	CPS - Round Pipe	0.25 km W. of Quaker Road
C21	48021	48	Central Elgin	Grant Drain Culvert	CPS - Pipe Arch	2.99 km W. of Belmont Rd.
C34	24034	24	Central Elgin	Weir Culvert	Concrete Frame & CSP Pipe	0.53 km E. of East Road
C35	24035	24	Central Elgin	Hill Culvert	Concrete Box	0.34 km West of Quaker Road
C42	30042	30	Central Elgin	Glanworth Culvert	Precast Concrete Box	0.35 km S. of Webber Bourne
C63	74063	74	Central Elgin	Mapleton Culvert	Concrete Rigid Frame	0.20 km S. of Mapleton Line
C64	74064	74	Central Elgin	Truman Culvert	Concrete Rigid Frame	0.50 km N. of Truman Line
C65	74065	74	Central Elgin	Thompson Culvert	Concrete Rigid Frame	0.50 km N. of Thomson Line
C66	74066	74	Central Elgin	Yorke Culvert	Concrete Rigid Frame	0.30 km S. of Yorke Line

**SCHEDULE “B”**

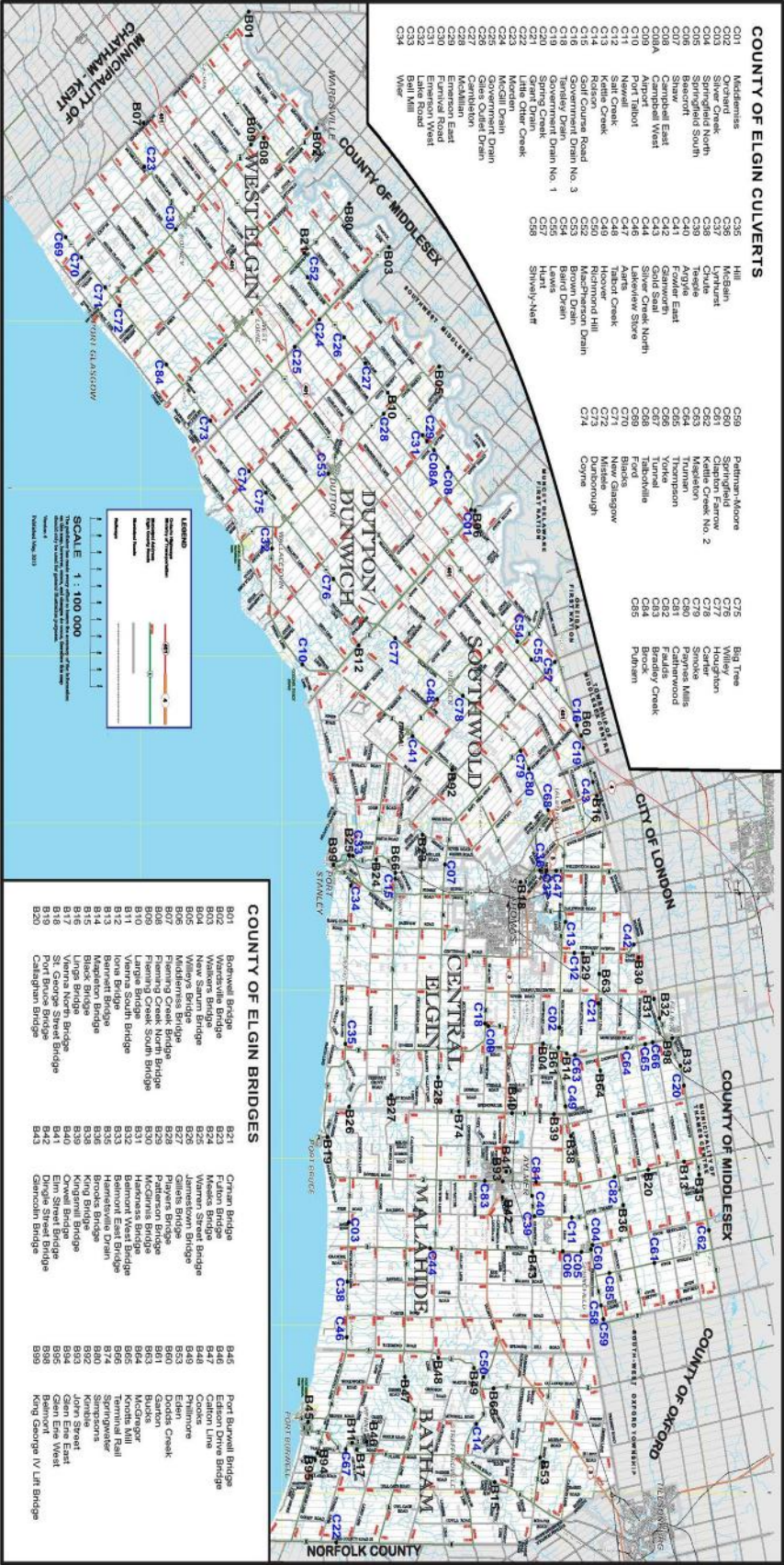
(Sketch depicting roads and bridge/culvert/drainage facilities for  
which maintenance/repair Services provided)







Schedule 'B'





**SCHEDULE “C”**  
**SCOPE OF SERVICES**

**SCHEDULE “C”**

**SCOPE OF SERVICES**

**1.0. Inspection**

**1.1. Routine Inspections**

Service Description: Routine inspection of roads for defects, safety concerns, and road conditions.

Service Details:

- Frequency of routine inspections to comply with standard for frequency of patrolling of highways provided for in then current Minimum Maintenance Standards.
- As part of routine road inspections, the Municipality shall report any concerns with flashing beacons, traffic signals, or pedestrian crossings to the County Superintendent and the County’s Electrical Services Contractor upon becoming aware of any underlying defect.

**2.0. Road Surface Maintenance**

**2.1. Maintaining Asphalt Pavement and Treated Surfaces**

Service Description: Identification and repair of road surface defects, including but not limited to potholes, cracks, and edge drop-offs.

Service Details:

- All repairs and remedial works to be completed by Municipality in compliance with the then current Minimum Maintenance Standards.
- For asphalt pavement surfaces, as constructed width, minus 0.1 m., shall be maintained.
- For surface treated surfaces, as constructed width, minus 0.2 m., shall be maintained.
- Required total linear repair and remedial works at any single location limited to 50m. per lane km. annually.
- In the event that the Municipality, acting reasonably, determines that the total linear repair and remediation works necessary to comply with the then current Minimum Maintenance Standards at any single location exceeds 50 m. per lane km. annually, then, conditional upon timely notice to the County Superintendent, those works exceeding such annual threshold of 50 m. per lane km. shall be deemed additional work to which ss. 4.5 and 5.2 of the Road Maintenance Agreement shall apply.

**2.1.1. Bicycle Facilities Maintenance**

Service Description: Identification and repair of surface defects within designated bicycle lanes / facilities.

Service Details:

- Designated bicycle lanes / facilities shall be inspected and maintained in a manner to account for and accommodate the intended user of those lanes / facilities. Without limiting the generality of the foregoing, all maintenance as required by this section 2.1.1 shall be completed by the Municipality in accordance with the then current Minimum Maintenance Standards, ~~and/or~~

~~Ontario Traffic Manual Book 18, whichever standard is greater.~~

- Identification / placement of appropriate warning equipment, including but not necessarily limited to signage or placement of traffic barrel(s), shall occur as soon as practicable after discovery of any defect and/or unsafe condition within any bicycle lane or facility and thereafter maintained until requisite repair completed.

## 2.2. Maintaining Gravel Shoulders

Service Description: Identification and repair of defects along gravel shoulder of roads, including but not limited to potholes, cracks, and edge maintenance.

Service Details:

- All maintenance and repair works shall be completed by Municipality in compliance with then current Minimum Maintenance Standards.
- As constructed width, minus 0.3 m., shall be graded as required to maintain compliance with the Minimum Maintenance Standards~~and at all times at least two (2) times per year.~~
- Where partially or fully paved shoulders exist, the shoulder width referenced immediately above shall be measured from the nearest edge of the driving lane (white line).
- Isolated or spot shoulder gravelling, including supply and installation of Granular “A” material to a maximum of ten (10) tonnes and not exceeding twenty (20) m. in length at any single location, shall be completed as required to works eliminate edge of pavement drop-offs, standing water, or depressions, which works may require berm removal to promote positive sheet flow.
- In the event that the Municipality, acting reasonably, determines that isolated or spot shoulder graveling works as referenced immediately above requires the supply and installation of in excess of ten (10) tonnes of Granular “A” material and/or over a length in excess of twenty (20) m. at any single location to comply with the then current Minimum Maintenance Standards, then, conditional upon timely notice to the County Superintendent, those works in excess of such threshold(s) shall be deemed additional works to which ss. 4.5 and 5.2 of the Road Maintenance Agreement shall apply.

## 2.3. Sweeping

Service Description: Sweeping of County Roads. Service Details:

- Sweeping of County roads shall be completed two (2) times during each calendar year in Settlement Areas and as required in Agricultural Areas, both of which Areas are as identified in the County of Elgin Official Plan (Schedule “A” – Land Use).

### 2.3.1. Sweeping of Designated Bicycle Lanes / Facilities

Service Description: Sweeping of Designated bicycle lanes / facilities. Service Details:

- Designated bicycle lanes / facilities shall be swept as required to account for and accommodate the intended user of such lanes / facilities and which must occur at least once during the months of May, June, July, August, and September of each calendar year.
- Sweeping of designated bicycle lanes / facilities as specified immediately above shall be deemed to be additional works to which s.



5.2 of the Road Maintenance Agreement shall apply.

### **3.0. Roadside Maintenance**

#### **3.1 Debris Control**

Service Description: Removal of material deposited on the travelled portion of the road or shoulder, either intentionally or unintentionally and including but not limited to mud, rocks, dead animals, trash, and other debris.

Service Detail:

- Debris should be removed from the travelled portion of the road or shoulder as soon as practicable after discovery

#### **3.2. Vegetation Control**

Service Description: Cutting of overgrown or unwanted vegetation along roads, at intersections, and under and around bridges, culverts, and safety systems.

Service Details:

- Cutting of vegetation along roads shall be completed two (2) times during each calendar year, once in the spring season and once in the fall season, to a minimum width of 3.6 m. from the exterior edge of the closest shoulder in spring and a minimum width of 1.8 m. from the exterior edge of the closest shoulder in the fall.
- Vegetation shall be cut or sprayed, subject to the County No Spray Policy, from around guide rail posts and, where practicable, to a minimum width of 1.8 m. behind any guide rail.
- Vegetation shall be cut from road allowances at intersections to achieve a clear sight distance of at least 200 m. in all directions from such intersections. The vegetation shall be cut to a height no greater than 0.3 m.
- With respect to culverts, bridges, and safety systems, including but not limited to guide rails, vegetation shall be cut at least once during each calendar year and, at that time, removed from beneath and within 3 m. of such culverts, bridges, and safety systems.
- The Municipality shall ensure that the full width of the County road allowance is free of invasive and noxious weeds and / or larger brush and vegetation that impedes sightlines and / or drainage facilities. Any such larger vegetation should be removed as soon as practicable by the Municipality and at all times before the canopy of any such vegetation begins to encroach upon the road allowance.
- The Municipality shall perform routine vegetation maintenance, including but not limited to weed trimming, around any Elgin County “Gateway” signs within the territorial limits of the Municipality.

#### **3.3. Tree Maintenance / Removal**

Service Description: Identification and removal of dead trees and hazardous

limbs. Service Details:

- Tree limbs that pose a safety hazard to the public users of a County road shall be removed as soon as practicable after discovery and identification.
- Dead trees that pose a safety hazard to the public users of a County road shall be removed within one (1) year of discovery and identification.

- Stumps of removed trees in non-landscaped areas shall be ground down to be level with surrounding terrain while stumps within landscaped areas shall be further restored with topsoil and seed to match the surrounding terrain.

3.4. Noxious Weed Control

Service Description: Cutting and spraying of noxious weeds and invasive species. Service Details:

- Use of herbicide(s) to control unwanted vegetation, including but not limited to noxious weeds and other invasive species, shall conform to the Elgin (County) “No Spray Policy”, a copy of which policy is appended to this Schedule “C”.

**4.0. Drainage Facilities Maintenance**

**4.1. Cleaning of Drainage Facilities**

Service Description: Cleaning and removal of obstructions from drainage facilities within County road allowances or otherwise servicing County roads, including but not limited to all outlets, subdrains, storm sewers, curbs and gutters, and catch basins.

Service Details:

- Storm drainage facilities shall be cleaned when identified as experiencing restricted flows (i.e. gutter outlets/swales). This work may require video investigations, flushing, removal of obstructions, including but not limited to roots, and other steps to reestablish unrestricted flows.
- Catch basins shall be cleaned as required if debris has filled sumps but in all cases at least one time during each two (2) calendar year period.
- In addition to the drainage facilities identified in Schedule “A” hereto and as such facilities are identified, the County agrees to provide the Municipality with periodic updates identifying additional drainage facilities to be cleaned pursuant to this Road Maintenance Agreement.

**4.2 Repairs to Drainage Facilities**

Service Description: Identification of defects and deficiencies in and repair of drainage facilities within County road allowances or otherwise servicing County roads.

Service Details:

- Grate replacement, riser repairs, and patching around catch basins will be completed under and as routine maintenance and repair operations as contemplated by this Road Maintenance Agreement.
- All other defects and deficiencies in drainage facilities will be reported by the Municipality to the County Superintendent and any remedial repairs will be completed under arrangements made by the County, if by the Municipality as additional works to which ss. 4.5 and 5.2 of the Road Maintenance Agreement will apply.
- In addition to the drainage facilities identified in Schedule “A” hereto and as such facilities are identified, the County agrees to provide the Municipality with periodic updates identifying additional drainage facilities to be repaired pursuant to this Road Maintenance Agreement.

**4.3. Ditch Maintenance**

Service Description: Ditches within County road allowances to be kept in a condition maintaining positive water flow and eliminating standing water.

Service Details:

- Required ditch maintenance limited to fifty (50) m. in length at any single location.
- In the event that the Municipality, acting reasonably, determines that ditch maintenance in excess of fifty (50) m. in length is required at any single location in order to maintain positive water flow and eliminate standing water or to otherwise conform to any requirement provided for in the then current Minimum Maintenance Standards, then, conditional upon timely notice to the County Superintendent, those works in excess of such threshold shall be deemed additional work to which ss. 4.5 and 5.2 of the Road Maintenance Agreement shall apply.

**5.0. Bridges and Culverts**

**5.1. Structure Cleaning**

Service Description: Cleaning of all bridges and culverts on, above, or under County roads.

Service Details:

- Municipality shall clean all bridges and culverts on, above, or under County road once during a calendar year and in accordance with the current guidelines provided in the Bridge and Culvert Management Course offered by the Ontario Good Roads Association.
- All culverts shall be cleaned using water jets for flushing or other effective means to re-establish water flow that has been restricted by, amongst other things, material and debris.
- Any and all defects and deficiencies, or observation or evidence thereof, in the structure, condition, or operation of any bridge or culvert shall be reported, immediately upon discovery and in writing, to the County Superintendent.

**5.2. Erosion Control**

Service Description: Installation of stone or similar material to prevent erosion around bridges and culverts, including but not limited to structural elements thereof.

Service Details:

- ☐ Municipality shall be responsible for the cost of supplying and installing up to ten (10) tonnes of quarry stone or similar repair material at any bridge or culvert location to prevent erosion around any such bridge or culvert, including but not limited to structural elements thereof.
- In the event that the Municipality, acting reasonably, determines that the erosion control works as referenced immediately above requires the supply and installation of in excess of ten (10) tonnes of quarry stone or similar repair material at any bridge or culvert location, then, conditional upon timely notice to the County Superintendent, those works in excess of such threshold shall be deemed additional works to which ss. 4.5 and 5.2 of the Road Maintenance Agreement shall apply.

**6.0. Safety Devices**

**6.1. Road Markings**

Service Description: Painting of road markings upon travelled portion of County roads,

including but not limited to centreline markings, edge of lane markings, stop blocks, turn arrows, and lines / symbols denoting Designated Bicycle Lanes / Facilities.

Service Details:

- Municipality to paint (or re-paint) all existing Road markings on County Roads once during each calendar year, ~~and in accordance with the Ontario Traffic Manual – Book 11.~~
- As further guidance, the County notes that the white, edge of lane markings requiring annual painting (or re-painting) are generally located at road crests and sags, curves, narrow structures, Class 1 roads, and roads with partially or fully paved shoulders. Furthermore, most County Road intersections also incorporate the merging lanes, turning tapers, and radii that also require annual painting. In all such circumstances and with particular respect to the afore-noted road design and markings, the Municipality shall conform strictly to the requirements of the said Ontario Traffic Manual – Book 11.
- Where the County has designed and constructed paved shoulders designated as a bicycle lane / facility and on an annual basis, the Municipality shall paint (or re- paint) two (2) solid white edge lines to create a buffer zone in relation to such Designated Bicycle Lane / Facility. The painting of such second edge line shall be deemed to be additional services pursuant to s. 4.5 of this Agreement and to which s. 5.2 herein shall apply.
- On or before January 31 of each calendar year, the County shall advise the Municipality of resurfacing projects planned for County roads during the course of such calendar year and the anticipated timing of same and the Municipality, in consultation with and notice to the County Superintendent, the Municipality may exercise its discretion to defer road marking of such County Roads until the following calendar year. In this regard, the County acknowledges that it shall be responsible for arranging and paying for painting (or re-painting) of road markings necessitated solely by such resurfacing projects or other capital works on County roads.

## 6.2. Road Signs

Service Description: Maintenance of all existing regulatory, warning, and information road signs and beacons, re-installation of damaged or stolen road signs and beacons, and removal of unauthorized signs.

Service Details:

- Municipality to install and maintain all road signs and beacons in accordance with the then current Minimum Maintenance Standards, ~~and the Ontario Traffic Manual.~~
- Municipality is responsible for all costs to supply signs and materials to re-install damaged or stolen road signs and battery-operated beacons.
- The County shall be responsible for reimbursement of the Municipality for all labour and/or material costs incurred by the Municipality in the replacement and reinstallation of road signs that fail a reflectivity inspection conducted as part of routine testing, provided that the Municipality prepare and deliver an invoice to the County in respect of such costs in accordance with ss. 4.5 and. 5.2 of the Road Maintenance Agreement.
- The Municipality shall immediately remove any and all unauthorized signage attached to County infrastructure, including but not limited to road signs and beacons. The County shall provide the Municipality with copies of all sign permits issued for County Roads to assist the Municipality in determining which signs are authorized.
- The Municipality shall remove any and all signage determined to be a safety

concern due to the sight line or drainage obstruction or is otherwise found to be in an unsafe condition or position that poses a potential safety risk to the public users of a County road.

- Signage to warn motorists of areas identified to have high numbers of collisions between deer and motor vehicles will be installed with operating beacons on or before October 1 of each calendar year and thereafter remain in place, in good operating condition, until January 1 of the following calendar year; provided that, at all the times, such beacons shall be removed and alternative approved signage installed.
- At the request of and as supplied by the County, the Municipality shall install Elgin County roadway directional/information signs and Elgin County Tourism signs. Municipal works undertaken to install and/or re-install such roadway directional/information signs are required works contemplated by the within Road Maintenance Agreement and do not constitute additional works thereunder. Municipal works undertaken to install and/or re-install Elgin Tourism signs are not required works contemplated by the within Road Maintenance Agreement and will constitute additional works thereunder and the cost thereof shall be invoiced to the County pursuant to ss. 4.5 and 5.2 of the said Agreement.
- Municipality is and shall be solely responsible for supply and installation (or re-installation) of Hamlet / Community Identification signage and, if necessary, the Municipality shall obtain a permit authorizing such installation from the County. For clarification, it is acknowledged that a permit for such Hamlet/Community Identification Sign is not required if, without alteration in detail or design, a pre-existing Sign is being re-installed at the same location while a permit is required if a new or altered Sign is being installed or re-installed, whether at a new or existing location.
- All signs as contemplated by this sub-section shall be installed on wooden 4" x 4" posts, save and except for signs with dimensions of 90 cm x 90 cm (or larger) and which signs shall be installed on 6" x 6" wooden posts with a 2' x 4' bracing.

### **6.3. Guide Rail and Traffic Barrier Systems**

Service Description: Maintenance and repair of all existing road safety systems, including but not limited cable guide rails, steel beam guide rails, and end treatments.

Service Details:

- Municipality to maintain and repair all existing road safety systems to the then current Ontario Provincial Standard Specifications.
- In the event that an existing road safety system is damaged as the result of a motor vehicle collision, the Municipality shall forthwith notify the County Superintendent and thereafter effect any required repairs to the said road safety system as soon as practicable following such notification.
- Until the annual deductible as referenced below is surpassed, the Municipality shall arrange and pay for repair and/or maintenance of any such damaged road safety system.
- Municipality is responsible financially for the first \$10,000.00 spent annually to complete repairs to or otherwise maintain all road safety systems to which this Road Maintenance Agreement applies (hereinafter "annual deductible"). The Municipality shall inform the County Superintendent upon the annual deductible being surpassed and thereafter forward to the County Superintendent evidence confirming same.
- After the annual deductible is surpassed, the County shall be responsible for paying for repair and/or maintenance of all road safety systems to which the within Road Maintenance Agreement applies; provided that Municipality shall

perform or otherwise arrange performance of such repair and maintenance

works as additional works to which ss. 4.5 and 5.2 of the Road Maintenance Agreement shall apply.

- In the event that the County makes recovery of repair costs from any responsible third party and those costs, either in whole or in part, were paid in the first instance by the Municipality within the annual deductible referenced above, then Elgin, within the calendar year within which such recovery was made from that responsible third party, shall calculate, reconcile, and make appropriate adjustment and/or payment to the Municipality for the amount of such recovery, or portion thereof, which is or was attributable to the costs paid for by the Municipality within the said annual deductible.
- The cost of repair and maintenance of any road safety system as caused or contributed to by the operations of the Municipality, including but not limited to any failure to perform the within Scope of Services, shall not be taken into account in any calculation to determine if the annual deductible has been surpassed.

#### **6.4. Road Closures**

Service Description: Management and co-ordination of and participation in closures and detours of County roads.

Service Details:

- Municipality shall co-operate and participate in all emergency closure and emergency detour events on any County road to which this Road Maintenance Agreement applies.
- All works provided by the Municipality in managing, supervising, or facilitating any road closure or detour event are required services under this Road Maintenance Agreement and do not constitute additional works thereunder to which ss.4.5 and 5.2 thereunder applies; provided that, when and where the Municipality provides road closure and/or detour services associated with or related to a planned capital project on a County Road and/or bridge/culvert/drainage facility, those road closure and/or detour services shall be considered and deemed as additional services pursuant to s. 4.5 herein and the Municipality shall thereafter invoice and the County shall pay the cost of those services pursuant to s. 5.2 herein.
- Municipality shall manage, supervise, and participate in the closure and detour of any County road as requested by the Municipality or the public, and approved by the County, to accommodate an approved local event, including but not limited to a parade, cultural festival, or cycling, running or other athletic competition, and such services do not constitute additional works under the within Road Maintenance Agreement to which ss. 4.5 and 5.2 applies.

#### **7.0. Winter Control**

Service Description: Winter road and bridge maintenance of County roads, including but not limited to winter weather, snowfall, and ice prevention monitoring, salting / sanding, snowplowing, ice blading, and standby patrols.

Service Details:

- Municipality to perform all winter control services on County Road and bridges to which Road Maintenance Agreement applies to conform to then current Minimum Maintenance Standards.
- Municipality will also perform winter control services on highway bridges and overpasses not owned by or under jurisdiction of County but otherwise connecting to at least parts of County roads.

- Where and when applicable, the Municipality shall follow the “*Canadian Code of Practice for the Environmental Management of Road Salts*” and the County of Elgin’s “*Road Salt Management Plan*”, a copy of which latter document is included in the appendix to this Schedule.

## **8.0. Appendix**

- 8.1.** The attached Appendix of relevant Elgin County Policies / Plans reflecting upon or related to this Scope of Services forms part of this Schedule “C”.
- 8.2.** As of January 1, 2023, the attached Appendix includes photocopies of the following Elgin County Policies / Plans
- No Spray Policy
  - Deer Warning Signage Policy
  - Road Salt Management

Plan Effective: January 1, 2023

## APPENDIX



**SCHEDULE “D”**  
**MONTHLY INVOICE FORMAT**

**SCHEDULE “D”**

**MONTHLY INVOICE FORMAT**

Date:		
Invoice No.		
<div>(NAME OF MUNICIPALITY)</div> Invoice for County Road Maintenance Activities completed for the <u>month of</u>		
Item	Description	Amount
1	Monthly Road Maintenance Payment (Schedule E)	\$
2	Additional Services - Attach a calculation and all relevant documentation	\$
TOTAL DUE		\$
<u>Monthly Inspection Confirmation</u>		
Date of Monthly Inspection:		
Name of Inspector:		
<u>Documentation Included with this invoice</u>		
(i)	Quarterly Road Work Report	
(ii)	Annual Financial Report	



**SCHEDULE “E”  
PAYMENT SCHEDULE**

**SCHEDULE “E”**  
**PAYMENT SCHEDULE**

Name of Municipality: Central Elgin

Total Payment (2023): \$796,941.70

Payment Schedule (By Month):

January , 2023	\$119,541.25	(15%)
February , 2023	\$119,541.25	(15%)
March , 2023	\$39,847.08	(5%)
April , 2023	\$39,847.08	(5%)
May , 2023	\$39,847.08	(5%)
June , 2023	\$39,847.08	(5%)
July , 2023	\$39,847.08	(5%)
August, 2023	\$39,847.08	(5%)
September , 2023	\$39,847.08	(5%)
October , 2023	\$39,847.08	(5%)
November , 2023	\$119,541.25	(15%)
December , 2023	\$119,541.25	(15%)
Total \$796,941.70		(100%)

**SCHEDULE “F”**

**QUARTERLY ROAD WORKS REPORT (MUNICIPALITY TO COUNTY)**

SCHEDULE “F”

QUARTERLY ROAD WORKS REPORT (MUNICIPALITY TO COUNTY)

Date:  
Municipality:

Item Number	Road Name	Location Description (Address)	Maintenance Works Required	Date Identified	Date Works Completed / Scheduled	Notes	Patroller

SCHEDULE “G”

YEAR-END FINANCIAL STATEMENT (MUNICIPALITY TO COUNTY)

SCHEDULE “G”

YEAR-END FINANCIAL STATEMENT (MUNICIPALITY TO COUNTY)

	Labour	Equipment	Materials/ Contracts	Admin	Other	Totals
Inspection/Patrol	\$	\$	\$	\$	\$	\$
Road Surfaces	\$	\$	\$	\$	\$	\$
Roadside	\$	\$	\$	\$	\$	\$
Drainage Systems	\$	\$	\$	\$	\$	\$
Bridges/ Culverts	\$	\$	\$	\$	\$	\$
Safety Devises	\$	\$	\$	\$	\$	\$
Winter Control	\$	\$	\$	\$	\$	\$
Totals	\$	\$	\$	\$	\$	\$



**SCHEDULE “H”**

**WINTER ROAD SALT USE AND WINTER CONTROL OPERATIONS  
QUESTIONNAIRE FORMAT**

**SCHEDULE “I”**  
**QUARTERLY INSPECTION REPORT (COUNTY TO MUNICIPALITY)**  
**FORMAT**

SCHEDULE “I”

QUARTERLY INSPECTION REPORT (COUNTY TO MUNICIPALITY)

Date:  
Municipality:

Item Number	Road Name	Location Description (Address)	Maintenance Deficiency	Date Identified	Date Repaired / Scheduled	Notes	Patroller

**SCHEDULE “J-1”**

**TERMS OF REFERENCE – OPERATIONS COMMITTEE**

## **SCHEDULE “J-1”**

### **TERMS OF REFERENCE – OPERATIONS COMMITTEE**

#### **Mandate:**

1. Identification and details of upcoming repair/maintenance projects relevant to Road Maintenance Agreement.
2. Identification and details of upcoming capital projects relevant to Road Maintenance Agreement.
3. Identification, discussion, and resolution of operational issues related to Road Maintenance Agreement.
4. Referral of unresolved issues related to Road Maintenance Agreement to Governance Committee.
5. Identification and discussion of potential shared procurement opportunities for County and Local Municipal Partners as relevant to Road Maintenance Agreement.
6. Coordination of shared Service delivery relevant to Road Maintenance Agreement.

#### **Composition:**

County Engineer (or designate); and  
Local Municipal Roads Superintendents (or designates).

#### **Quorum:**

County Engineer (or designate) plus majority of Local Municipal Roads Superintendents (or designates).

#### **Chair:**

County Engineer (or designate).

#### **Recorder:**

Arranged and provided by County Engineer.

#### **Meeting Schedule:**

At least one (1) meeting per quarter calendar year upon dates and at times established by Committee Members at first meeting of Committee each calendar year.

#### **Agenda**

1. To be prepared and circulated by County representative at least ten (10) days prior to next scheduled meeting.
2. Specific agenda item requests, including relevant documentation, to be delivered to County representative at least seven (7) days prior to Agenda circulation date.

**SCHEDULE “J-2”**  
**TERMS OF REFERENCE – GOVERNANCE COMMITTEE**

## **SCHEDULE “J-2”**

### **TERMS OF REFERENCE – GOVERNANCE COMMITTEE**

#### **Mandate:**

1. Receive and consider the Annual Compliance Report prepared and delivered by the County.
2. Identify, consider, and provide direction/guidance in relation to organizational and/or systemic concerns relating to Road Maintenance Agreement, including but not limited to matters identified within the Annual Compliance Report prepared and delivered by the County.
3. Consider and discuss unresolved operational issues referred from Operations Committee.
4. Identify consensual draft amendments to Road Maintenance Agreement for presentation to Elgin County Council and Local Municipal Councils, such amendments to include but not to be limited to subject matter of any resolution of operational issues referred from Operations Committee.
5. Consider and promote general compliance with provisions of Road Maintenance Agreement.

#### **Composition:**

Chief Administrative Officer – Elgin (County) (or designate); and,  
Chief Administrative Officers - Local Municipal Partners (or designates).

#### **Meeting Schedule:**

As required but at least semi-annually, including as convened and held in conjunction with any regular meeting of Chief Administrative Officers of both Elgin (County) and all constituent Local Municipal Partners within the territorial limits of Elgin County.

#### **Agenda**

1. To be prepared and circulated by Elgin (County) Chief Administrative Officer at least seven (7) days prior to next scheduled meeting.
2. Specific agenda item requests, including relevant documentation, to be delivered to Elgin (County) Chief Administrative Officer at least seven (7) days prior to Agenda circulation date.

EFFECTIVE as of the 1<sup>st</sup> day of January, 2023.

B E T W E E N :

THE CORPORATION OF THE  
COUNTY OF ELGIN

- and -

THE CORPORATION OF THE MUNICIPALITY OF CENTRAL ELGIN

COUNTY ROADS MAINTENANCE AGREEMENT





## **TOWNSHIP OF SOUTHWOLD**

### Report to Council

**MEETING DATE:** May 23, 2023

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

**REPORT NO:** ENG 2023-27

**SUBJECT MATTER: Water System Review and Recommendations**

---

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

THAT Council receive report ENG 2023-27 Water System Review and Recommendations for information and,

THAT Council award the design of pressure reducing valves to WT Infrastructure for the quoted amount of \$23,000 plus HST (Scope Items 1 -3).

#### **Purpose:**

This report intends to provide an overview of the findings and recommendations of the Water Model Report completed by WT Infrastructure. Complete report attached as Appendix 1.

#### **Background:**

In 2022, WT Infrastructure conducted a comprehensive review of the water distribution system on behalf of the Township of Southwold. The objectives of the report were to assess the existing water system, evaluate its functionality with future growth, analyze potential impacts of the Ford Water Tower removal, assess hydraulic conditions, and identify possible secondary connection points for supply security. Staff are pleased with the report's quality and insights. The report provides a snapshot of the key findings which are quoted verbatim here:

- The Southwold water distribution system receives water from the St. Thomas Area Secondary Water Supply System (STASWSS) and distributes it through 264 km of watermain from the former Ford Plant site down to Lake Erie and the edge of Port Stanley.
- There are currently no identified water quality problems, and the system is able to meet the minimum water pressure and flow requirements under both current and future scenarios.
- There are low lying areas near Port Stanley and close to the Thames River where pressures exceed design norms and consideration for delineation of pressure zones may be beneficial to the long-term management of the system.
- The proposed removal of the Ford Elevated Water Storage Tower will not have a significant impact on the system operation provided that the recommended actions to address potential transient pressure damage is implemented as planned by the STASWSS board.
- The existing system supply from the STASWSS is a single point of failure that would benefit from the addition of a redundant connection to another point in the system. Connecting to the Central Elgin distribution system in Lynhurst and near Port Stanley would provide that redundant connection in the event of a failure in the STASWSS supply.
- In existing built-up areas, fire flow is generally adequate; however, 46% of the hydrants in the current scenario and 35% in the future scenario do not meet the Fire Underwriters Survey fire flow requirements. This is primarily due to long length of smaller diameter watermains in the rural areas of the distribution system. An alternative approach to where fire flow is provided is recommended as it will not be practical to bring the system up to standard to provide full fire flow to the entire distribution system.
- The geographic extent of the water distribution system combined with the low water demand in the outlying areas results in an anticipated water age of over 12 days in the system; however, based on operational reporting, this has not translated into water quality issues. It is recommended to investigate this issue further to ensure that water quality is maintained through the system as the system grows.

The report makes a number of recommendations, staff recommended proceeding with the following:

- Confirm the delineation of north and south pressure zones and determine the scope of work required with WT Infrastructure.
- Proceed with the engineering design of four new pressure regulating valves (PRVs) for the south and west pressure zones, considering them for the 2024 Capital Budget. Quote attached as Appendix 2, only design costs (Scope Items 1-3) are considered at this time contract administration would be considered as part of construction.
- Ensure remedial actions are planned for the Ford Water Tower removal, coordinating with City Staff.
- Continue dialogue with Central Elgin regarding alternate/secondary supply connections for water security.
- Coordinate with the Fire Department to establish strategies for areas with fire flow limitations.
- Review the sampling system and flushing strategy in collaboration with OCWA to improve water quality testing and protection.

**Financial Implications:**

If approved the design of the recommended pressure reducing valves would cost \$23,000 plus HST (Scope Items 1 – 3) which would be funded through the water reserve. Construction and inspection costs would be estimated as part of the design and subject to approval as part of the 2024 Capital Budget.

**Conclusion:**

Based on the findings of the Water Model report, Staff recommend that Council approves the design of four new PRVs to address elevated pressure in certain areas of the Township's water distribution system. Furthermore, Staff will proceed with the other recommendations outlined in the report, as they currently involve no capital investment.

**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"**



TOWNSHIP OF  
**Southwold**

## **WATER MODEL REPORT**

### Township of Southwold Water Distribution Modelling Review

22-2018

February 6, 2023

## REPORT SNAPSHOT

Project Snapshot is a WT Infrastructure Solutions Inc. initiative to communicate the five to ten key pieces of information that are important for the reader to take away from the report. It is not intended to replace a comprehensive review of the report.

- The Southwold water distribution system receives water from the St. Thomas Area Secondary Water Supply System (STASWSS) and distributes it through 264 km of watermain from the Former Ford Plant site down to Lake Erie and the edge of Port Stanley.
- There are currently no identified water quality problems, and the system is able to meet the minimum water pressure and flow requirements under both current and future scenarios.
- There are low lying areas near Port Stanley and close to the Thames River where pressures exceed design norms and consideration for delineation of pressure zones may be beneficial to the long-term management of the system.
- The proposed removal of the Ford Elevated Water Storage Tower will not have a significant impact on the system operation provided that the recommended actions to address potential transient pressure damage is implemented as planned by the STASWSS board.
- The existing system supply from the STASWSS is a single point of failure that would benefit from the addition of a redundant connection to another point in the system. Connecting to the Central Elgin distribution system in Lynhurst and near Port Stanley would provide that redundant connection in the event of a failure in the STASWSS supply.
- In existing built-up areas, fire flow is generally adequate; however, 46% of the hydrants in the current scenario and 35% in the future scenario do not meet the Fire Underwriters Survey fire flow requirements. This is primarily due to long length of smaller diameter watermains in the rural areas of the distribution system. An alternative approach to where fireflow is provided is recommended as it will not be practical to bring the system up to standard to provide full fireflow to the entire distribution system.
- The geographic extent of the water distribution system combined with the low water demand in the outlying areas results in an anticipated water age of over 12 days in the system; however, based on operational reporting, this has not translated into water quality issues. It is recommended to investigate this issue further to ensure that water quality is maintained through the system as the system grows.



February 6, 2023

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

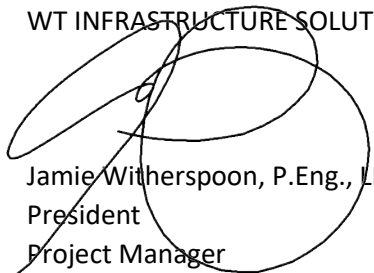
Re: Water Modelling Report  
Township of Southwold Water Distribution Modelling  
22-2018 | VERSION 1

WT Infrastructure Solutions Incorporated (WT) is pleased to submit the following report as part of the project delivery for the Township of Southwold Water Distribution Modelling.

In accordance with the project schedule, we have allowed for ten (10) days for client review and comments. Please let us know if you need additional time or have any questions regarding this document. We look forward to your comments and the opportunity to advance this project to completion

Respectfully submitted,

WT INFRASTRUCTURE SOLUTIONS INCORPORATED



Jamie Witherspoon, P.Eng., LEED AP  
President  
Project Manager



17-370 Stone Road West  
P.O. Box 25002  
Guelph, ON N1G 4T4



jamie.witherspoon@  
wtinfrastructure.ca



519.400.6701



@solutions\_wt

**TABLE OF CONTENTS****COVER LETTER****TABLE OF CONTENTS**

<b>1</b>	<b>INTRODUCTION .....</b>	<b>1</b>
1.1	BACKGROUND.....	1
1.2	Scope Of Work.....	1
1.3	Base Modelling .....	1
<b>2</b>	<b>MODEL EVALUATION .....</b>	<b>2</b>
2.1	Existing Demand Scenarios.....	3
2.2	Future Demand Scenarios.....	4
2.3	Pressure Zone Delineation.....	5
2.4	Ford Elevated Water Tower Removal Impacts .....	8
2.5	Water Supply Security .....	9
2.6	Fire Flow Conditions .....	12
2.7	Water Quality Deterioration.....	14
<b>3</b>	<b>CONCLUSIONS AND RECOMMENDATIONS .....</b>	<b>16</b>
3.1	Conclusions.....	16
3.2	Recommendations.....	18
3.3	Next Steps.....	19
3.4	Closure .....	20

**LIST OF TABLES**

Table 2-1: Existing Model Scenarios (Base) .....	3
Table 2-2: Existing Identified Development Modelling Summary .....	4
Table 2-3: Existing Pressure Reducing Valves.....	5
Table 2-4: Existing Identified Development Modelling Summary (with Pressure Zone Delineation .....	8
Table 2-5: Existing Condition (2022) Areas with Fire Flow Deficiencies.....	13

**LIST OF FIGURES**

Figure 2-1: Lowest Elevation Junction in Model.....	2
Figure 2-2: Highest Elevation Junction in Model.....	3



Figure 2-3: Southeast Pressure Zone Delineation ..... 6

Figure 2-4: New West Pressure Zone Delineation PRV Location (East Connection) ..... 7

Figure 2-5: New West Pressure Zone Delineation PRV Location (North Connection) ..... 7

Figure 2-6: Southwold Primary Supply Connection Point ..... 9

# 1 INTRODUCTION

## 1.1 BACKGROUND

The Township of Southwold is located southwest of London and St. Thomas in the County of Elgin with a population of approximately 5,000. The community is primarily agricultural with population centres in Fingal, Shedden, Iona and Talbotville.

The water supply for the community is via the St. Thomas Area Secondary Water Supply System (STASWSS). The system supplies parts of St. Thomas, the Municipality of Central Elgin, and the Township of Southwold.

The intent of this report is to provide insight into the operation of the system including any potential system issues that may need to be addressed to facilitate future supply and growth.

## 1.2 Scope Of Work

The intended scope of the work is to use the existing WaterCAD model to assess different operational and design issues.

- Assess future demand within the system including proposed new development and identify projected deficiencies under the same operating scenarios. Recommendations for necessary upgrades to accommodate the proposed future development can be provided, particularly as it relates to residential development & industrial development in Talbotville.
- Assess options for additional connection points to neighbouring distribution systems (including the Dutton Dunwich system) or water storage to eliminate a “single point of failure”. This includes consideration of an Oneida connection as well. Township to discuss with Oneida on cost sharing this element.
- Impact on water supply through the potential removal of the Ford Water Tower and alternatives if this proceeds.
- Assess the anticipated available fire flow throughout the system based on maintaining 137 kPa (20 psi) residual pressure.
- Identify hydraulic deficiencies, including available pressures under various operating scenarios (average day, maximum day, peak hour, and maximum day with fire flow) versus the MECP’s design guidelines.
- Analyze water age as a surrogate indicator with respect to water quality and residual chlorine.

## 1.3 Base Modelling

The existing base model was developed by Dillon Consultants as addressed in their report dated March 2022. WT Infrastructure has added the following developments to the existing model for future demand scenarios:

- Development A – Lot 1, Concession D – 177 lots single family residential
- Development AA – Talbotville Subdivision (Elfriede Atcheson) – 16 lots single family residential
- Development B – Southeast Ford Lands Concept B – 184 lots single family residential
- Development C – Lot 1, Concession 2 (Talbot Line/Ford Road) – 165 lots single family residential
- Development D – Talbotville Meadows (Farhi Holdings) – 333 lots single family residential

- Development E – The Ridge at Talbotville Grove – Phase 2 – 57 lots single family residential
- Development F – The Ridge at Talbotville Grove – Phase 1 – 67 lots single family residential
- Development G – Florence Court Subdivision – 10 lots single family residential
- Development H – 35743 Horton Street Subdivision – 142 lots single family residential, 83 lots medium density residential
- Development I – 11405 Wonderland Road – Industrial/Commercial Development

The numbering of the developments (A,B,C) has been selected arbitrarily to track additions to the system. In future updates, a similar tracking approach should be considered to ensure that new developments are updated upon completion and acceptance.

For the purpose of modelling the following characteristics have been used:

- Persons per unit – 3.1 (population/connections). This is higher than 2016 Census data (2.7) and is, therefore, conservative.
- Water demand per capita – 350 Lpcd. This is for new development which is between 275 Lpcd and 450 Lpcd recommended in MECP Guidelines. The most recent data indicates that the per capita demand is approximately 212 Lpcd.

## 2 MODEL EVALUATION

For the purposes of this reporting, we have assumed that the model calibration is up to date in the base model. As developments are completed, it is recommended to complete confirmatory hydrant testing and tracking of metered flow into the developments to further improve the model accuracy.

As identified in the Dillon report, the Root Mean Square Error is 9.1 psi (62.7 kPa) which is reasonable considering that the elevations are based on up to 5 m contour data (up to 49 kPa variation). Therefore, if, in practice, a modelled pressure falls within 10 psi (69 kPa) of a critical pressure criterion, then supplemental investigations may be necessary to confirm/prove the system capacity for a development. This can be completed via a local fire hydrant test completed by either the proponent or the municipality's operators.

The model is set up on the basis of a fixed reservoir at the boundary between the St. Thomas Area Secondary Water Supply System (STASWSS). This approach is reasonable for the purposes of assessing the Southwold system, but it may not necessarily provide accurate data as it omits the changes in pressure and flow in the supply system. In the review of the systems, WT will provide comments on the potential impacts of the operation of the supply system on the Southwold system based on our knowledge of the St. Thomas supply system.

It should be noted that the existing system model has a single pressure zone with elevations that vary from the highest elevation of 245.90 m located at the intersection of Wonderland Road and Shorelea Line down to 178.00 m at the intersection of Union and Thomas Road. This represents a static pressure difference of 67.9 metres or 666 kPa (97 psi).



Figure 2-1: Lowest Elevation Junction in Model

There are two pressure reducing valves (PRV) in the system located at Fingal Line/John Wise Line (PRV-1) and McDiarmid Line/Union Road (PRV-2). Based on the model layout, neither of the PRVs provide a pressure zone separation as there are alternative uncontrolled watermains that by-pass them. In the initial modelling, there is only flow through PRV-1.

The Ministry of the Environment Conservation and Parks (MECP) design guidelines indicate that the following pressure range should be maintained within water distribution systems:

- Minimum (Non-Emergent Conditions - 275 kPa (40 psi)
- Minimum (Emergency Conditions (i.e. Fire) – 140 kPa (20 psi)
- Maximum – 550 kPa (80 psi)

At pressures lower than the minimum, pressure boosting should be considered. For pressures higher than the maximum, for a small number of connections (100 or less), individual PRVs should be installed and for a larger number of connections, municipal PRV and pressure zone delineation should be considered. This issue will be discussed further in the individual model scenarios.

## 2.1 Existing Demand Scenarios

The existing model uses 2019-2020 data as the basis for the existing demand characteristics. Table 2-1 illustrates the general results of the hydraulic modelling for the existing demand characteristics. The intent of this information is to provide the basis for comparison for the impact of future demand scenarios.

Table 2-1: Existing Model Scenarios (Base)

Scenario	Total Water Demand	Average Pressure	Minimum Pressure	Maximum Pressure
Average Day	18.4 L/s 1,590 m <sup>3</sup> /d	559 kPa (81 psi)	398 kPa (58 psi)	904 kPa (131 psi)
Maximum Day (1.94 x ADF)	35.7 L/s 3,084 m <sup>3</sup> /d	554 kPa (80 psi)	397 kPa (58 psi)	893 kPa (130 psi)
Peak Hour (2.94 x ADF)	53.0 L/s 191 m <sup>3</sup> /hr	542 kPa (79 psi)	395 kPa (57 psi)	877 kPa (127 psi)

The pressures identified in Table 2-1 are significantly higher in general than most distribution systems, where the average would be closer to 450 kPa (65 psi) and the upper pressure limit would be close to 620 kPa (90 psi).

Under maximum day plus fire flow demand, the following conditions were identified:

- 220 junctions were analysed for fireflow analysis.
- 198 junctions met the minimum requirement of 30 L/s fireflow with 140 kPa (20 psi) residual pressure remaining.
- 22 junctions failed to meet the minimum requirement of 30 L/s fireflow with 150 kPa (20 psi) residual pressure remaining.

Due to the high pressure in the distribution, the number of failed junctions was somewhat unexpected. The junctions that failed to meet the required flow and pressure conditions did so as



Figure 2-2: Highest Elevation Junction in Model

a result of the distribution system sizing. There are significant areas where the watermain are 150mm and less over long distances (up to 3,000 m) and, typically, fireflow supply becomes an issue in the following scenarios:

- 150mm watermain – long pipe lengths without interim looping.
- 100mm watermain – up to 350 m pipe length from a high-pressure node (greater than 550 kPa)
- 50mm watermain - up to 10 m pipe length from a high-pressure node (greater than 550 kPa)

As the average pipe size in the system is less than 200mm, there is a large proportion of the 264 km of watermain in Southwold which will pose some challenges for fire flow. This will be addressed in the Fire Flow section of this report.

Overall, under standard demand scenarios and at 90% of the fire hydrants in the system, the existing conditions meet the minimum required standards. High pressures are a concern in the system, and this will be addressed further in this report.

## 2.2 Future Demand Scenarios

In many models, future demands are addressed by applying a percentage of increased flow at the terminal nodes of the system in accordance with anticipated growth patterns. For Southwold, the provision of proposed developments provides a more representative assessment of growth. Our approach to future demand scenarios is to assess the conditions based on two conditions as follows:

- Existing Identified Development (Development A to I as per Section 1.3).
- Official Plan/Development Charges Growth Projections (2035 to build-out).

### 2.2.1 Existing Identified Development Scenario

The existing identified in Section 1.3, the demand is based on 3.1 pph and 350 Lpcd. Table 2-2 illustrates the impact of the new developments on the system operational conditions.

Table 2-2: Existing Identified Development Modelling Summary

Scenario	Total Water Demand	Average Pressure	Minimum Pressure	Maximum Pressure
Average Day	33.4 L/s 2,890 m <sup>3</sup> /d	563 kPa (82 psi)	398 kPa (58 psi)	904 kPa (131 psi)
Maximum Day (2.00 x ADF)	66.7 L/s 5,760 m <sup>3</sup> /d	547 kPa (79 psi)	397 kPa (58 psi)	893 kPa (130 psi)
Peak Hour (2.94 x ADF)	98.0 L/s 353 m <sup>3</sup> /hr	529 kPa (77 psi)	392 kPa (57 psi)	877 kPa (127 psi)

It is evident from a comparison of Table 2-1 and Table 2-2 that there is not a significant impact on pressures through normal operating conditions. The explanation for this is that the proposed developments are primarily located in the Talbotville settlement area and are close to the connection with the STAWSS. Therefore, there is not a significant increase in friction losses (pressure losses) in the piping which means that the high and low pressures which are primarily driven by elevation rather than the impact of friction loss and the average pressure does drop incrementally but remains above standard design pressures.

### 2.2.2 Build-out Scenario

The ultimate build-out scenario for Southwold is a population of 7,260, which represents an increase in population of 2,140 persons over the current situation.

Using the development plans provided by the Municipality for active development as identified in Section 1.3, the total number of new residential units currently proposed or in process is 1,152 units or an equivalent population of 3,571 persons, which is 67% more than the development charges report identified for build-out.

If a lower population density of 2.7 pph (2016 Census data) is utilized, rather than 3.1 (2016 Census divided by number of connections), this results in a growth-related population increase of 3,110, which is still significantly greater than the DC report estimate.

As we've identified in Section 2.2.1, there is an insignificant impact of increased demand on the system based on the greater population associated with identified development, which allows for the conclusion that, with the current data and identified development areas, there are not capacity concerns related to day-to-day water demands.

## 2.3 Pressure Zone Delineation

As indicated in the previous section, there are significant areas of the Township distribution system where the pressures exceed 600 kPa (90 psi) and there is the potential for damage to domestic plumbing systems. A review of the distribution system indicates that topography is the driver for the high-pressure situations. Table 2-3 illustrates the current pressure reducing valves (PRV) within the system based on modelled information.

Table 2-3: Existing Pressure Reducing Valves

Pressure Reducing Valve (PRV)	Pipe Size	Elevation	Downstream Pressure Setting
<b>PRV-1 – Fingal Line and John Wise Line</b>	300 mm	225.0 m	448 kPa (65 psi)
<b>PRV-2 – Union Road and McDiarmid Line</b>	250 mm	216.35	469 kPa (68 psi)

During normal operation based on the model, PRV-1 does operate and reduces pressure by approximately 160 kPa (23 psi); however due to the elevation change between the PRV and lower nodes in the system of approximately 45 m (440 kPa ~64 psi), the pressure in the lower nodes is still over 800 kPa (448 kPa + 440 kPa – friction losses). In order to meet the 550 kPa objective, the pressure setting at PRV-1 would need to be set around 110 kPa, which is lower than the acceptable minimum pressure in the system of 140 kPa. This is not a realistic approach and an alternative pressure management approach should be considered.

PRV-2 does not operate as intended due to the back feed of supply along Fingal Line which is upstream of PRV-1 and therefore has no impact on pressures in the system. It is not clear if this is PRV was made redundant by the addition of watermain connecting two zones or if the actual operation of the system has closed valves in the system that better delineate the pressure zone. Independent of those issues, the current PRV operation cannot meet the pressure objectives for the system.

### 2.3.1 Pressure Zone Delineation

In the review of the model, there are two major areas of high pressure that should be considered for delineation as separate pressure zones in order to maintain the pressure range in the system within the 275 kPa to 550 kPa range. Due to the significant variability within the system and the layout of the distribution system, the maximum acceptable pressure should be 690 kPa (100 psi). If there are a small number of connections and limited potential for growth, individual PRVs may be used at the service entry to a building. This is not optimal as it depends on owner installation and compliance.

The first is the area along Union Road where it is adjacent to Kettle Creek as per Figure 2-3. The arrows indicate where pressure reducing valves are required in order to reduce the pressure to within the objective levels. We have identified two locations for PRVs that will reduce the pressure within this zone. Providing two PRV provides redundancy, but it is important to ensure that both



will operate and if there is one of the units that will operate preferentially, then the other unit should be fitted with an anti-stagnation valve to force flow through the system regularly.

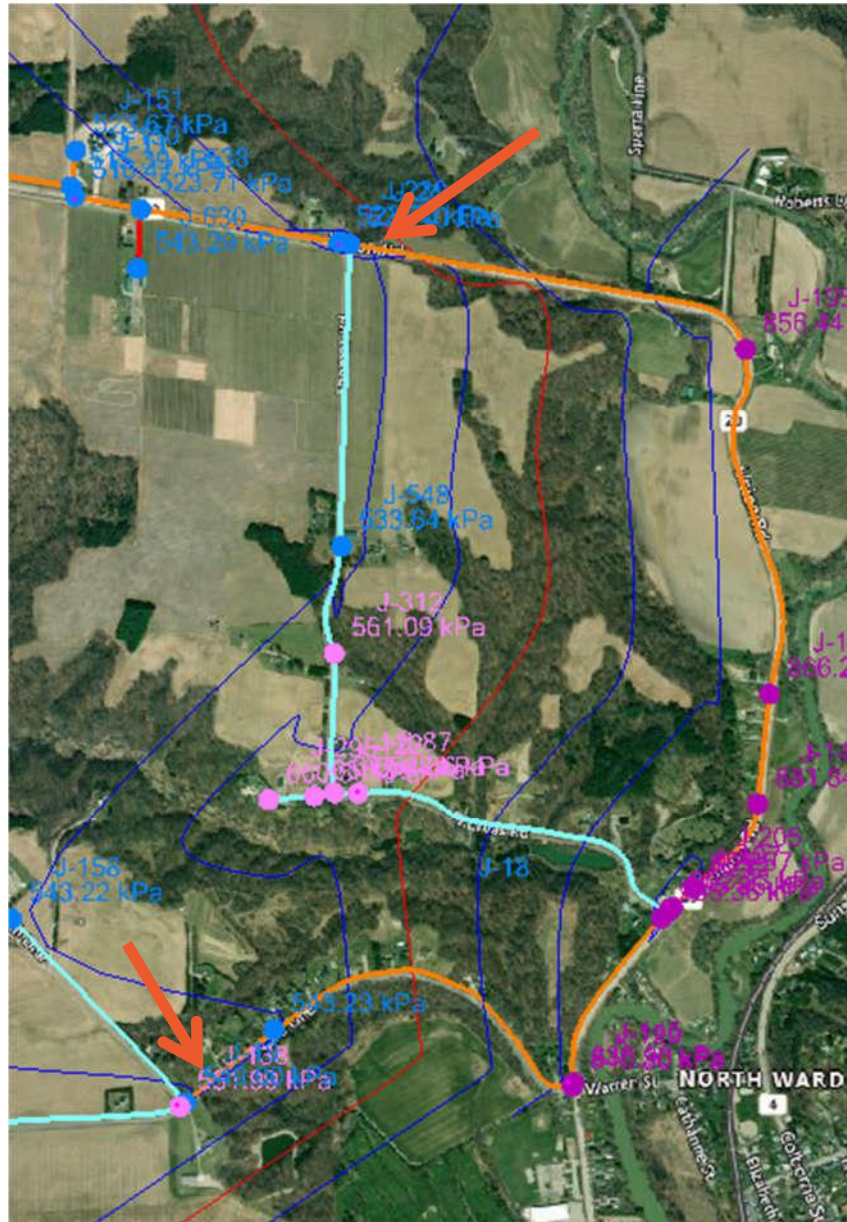


Figure 2-3: Southeast Pressure Zone Delineation

The second is west of Frome along Talbot Line proximate to the Talbot Creek area. This includes the community of Shedden. Similar to the south pressure zone, two PRV are required. One on Union Road, south of Stafford Line and the other on Talbot Line west of Frome as shown in Figure 2-4 and Figure 2-5.

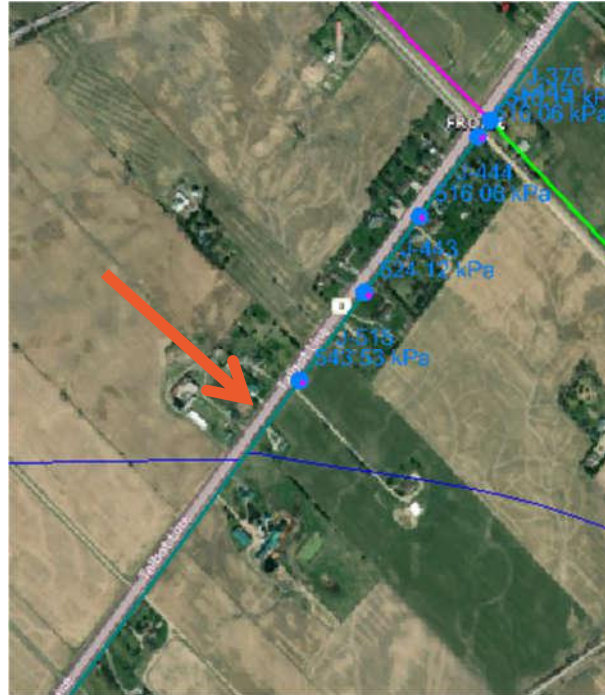


Figure 2-4: New West Pressure Zone Delineation PRV Location (East Connection)

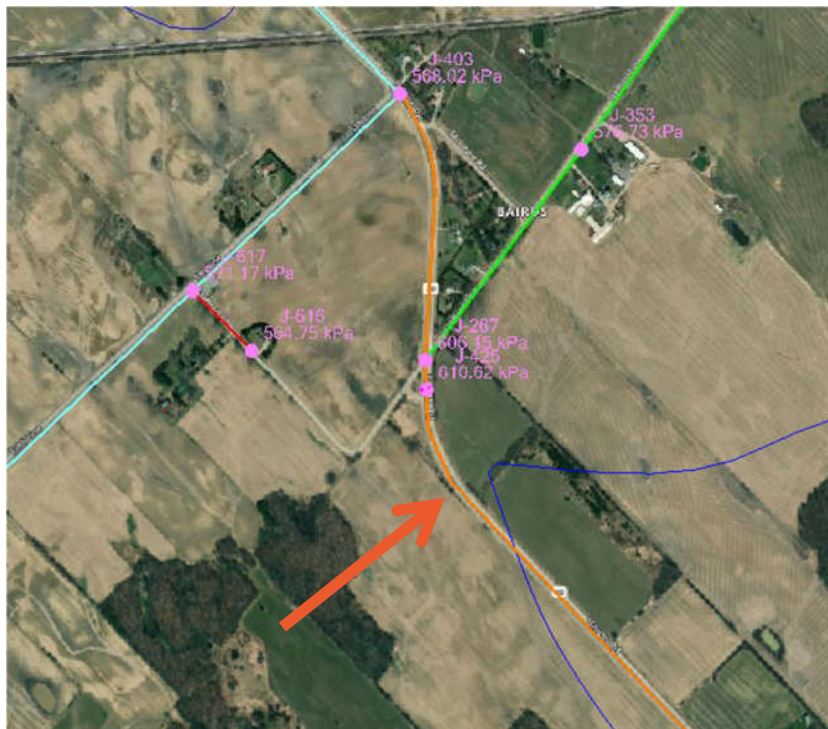


Figure 2-5: New West Pressure Zone Delineation PRV Location (North Connection)

As a result of these changes combined, Table 2-2 can be updated to Table 2-4 below which illustrates reduced pressure in the system and a significant impact on the top end pressure where the risk is most significant.



Table 2-4: Existing Identified Development Modelling Summary (with Pressure Zone Delineation)

Scenario	Total Water Demand	Average Pressure	Minimum Pressure	Maximum Pressure
Average Day	33.4 L/s 2,890 m <sup>3</sup> /d	511 kPa (74 psi)	303 kPa (44 psi)	720 kPa (104 psi)
Maximum Day (2.00 x ADF)	66.7 L/s 5,760 m <sup>3</sup> /d	512 kPa (74 psi)	303 kPa (44 psi)	720 kPa (104 psi)
Peak Hour (2.94 x ADF)	98.0 L/s 353 m <sup>3</sup> /hr	492 kPa (71 psi)	303 kPa (44 psi)	700 kPa (102 psi)

## 2.4 Ford Elevated Water Tower Removal Impacts

The Ford Elevated Water Tower is located on Water Tower Road in St. Thomas with a volume of 760,000 L. This reservoir is part of the STASWSS system and provides floating storage on the STASWSS and provides water supply security in the event of a water system failure between the Elgin Middlesex Pumping Station (EMPS) and the connection with the Township distribution system.

It is our understanding that due to the age and condition of the Ford Elevated Water Tower that the City of St. Thomas is planning to have the Ford Elevated Water Tower removed. Once it is removed, there will be no floating storage on the STASWSS, and constant pumping will be required to maintain pressure in the system. This is not uncommon; however, due to the length and linear nature of both the STASWSS and the Southwold system, it is understandable that there would be some concern about the removal of the reservoir.

Dillon Consulting completed a memorandum (May 2022) addressing the impacts of the removal of the Ford Elevated Water Tower on the transients that could occur in the distribution system. The general conclusion of the memorandum was that the Ford Elevated Water Tower provided an improvement in the management of transients in comparison with its removal; however, that the following short- and medium-term action plan be implemented (verbatim from Dillon):

### Short Term Action Plan

- *Inspection to confirm normal operation of the pump bypass check valve in the EMPS and replacement if required.*
- *Inspection and replacement of combination air/vacuum valves to meet the performance of ARI Model D-60-C HF 100 mm (or equal) through to station 11+599 at existing valve chambers only.*
- *Discuss the possibility of including a pressure sustaining valve at the Iona interconnection chamber with the municipalities of Dutton/Dunwich and Southwold. This valve should be set to an upstream HGL of 250 m or 350 kPa (50 psi) to prevent line draining following pump shutdown.*
- *Inspect the PRV location on Wellington Road to examine the possibility of adding a pressure reducing/sustaining valve to allow back-flow to STASWSS during a power loss event at the EMPS.*

### Medium Term Action Plan

- *Review the operating strategy for EMPS for continuous operation without the Ford Elevated Water Tower, including pump duty for continuous diurnal flow and pressure management.*
- *Conduct a design review of the Albert Roberts Booster Pumping Station (ARBPS) that may include consideration for formal emergency reinforcement of STASWSS in addition to official plan development goals as a firm capacity/design basis requirement.*

- *Construction of the pressure sustaining valves at Wellington Road and at Iona Interconnect before the decommissioning of the Ford Water Tower.*

There were additional long range action plans for work to be completed primarily within the St. Thomas System to reinforce their system. The short- and medium-term action items would address the transient risks in the Southwold system and further interconnections that can buffer the impacts of transients in the system.

It is important to note that the Ford Elevated Water Tower provides surge protection due to the buffering action of the tank which is open to the atmosphere. This is more reliable than hydraulically controlled valves since it is a physical condition rather than a response action based on setpoints for the valves. In considering the cost/benefit of rehabilitation/replacement of the Ford Elevated Water Tower relative to the potential increased risk associated with a valve option, the proposed solution is reasonable.

Relative to day-to-day operation, provided that the STASWSS pumping system is operated to maintain the target discharge pressure at the connection to Southwold of approximately 550 kPa (80 psi) and that the system has redundant pumping capacity and back-up power configured to avoid loss of pressure in the system, then there is no day-to-day impact from the removal of the Ford Elevated Water Tanks.

The following section details the options for water supply security to address the risk of supply loss to the community. Upon implementation, consideration of the integration of supply, pressure and transient management reinforcement will be important to ensure efficient, safe, and reliable operation of the system.

## 2.5 Water Supply Security

The Municipality of Southwold receives the entire water supply for the community via the St. Thomas Secondary Area Waster Supply System which consists of a single connection to the 750mm transmission main at the corner of Wellington Road and Mc Bain Line. There current is no floating (elevated) or in-ground treated water storage in the Municipality. It is not out of the ordinary to have systems of this scale operating without storage or redundant connections within a municipality. It does become a bit more complex in the Southwold scenario as there are multiple jurisdictions. Southwold is on the

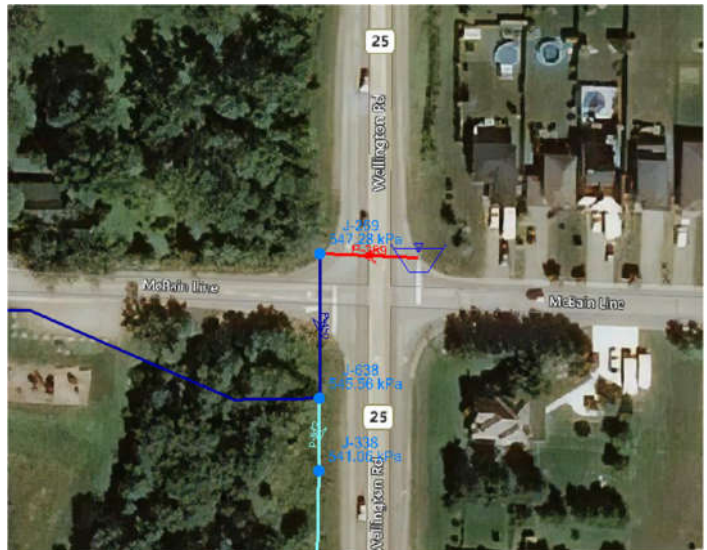


Figure 2-6: Southwold Primary Supply Connection Point

water system board; though they only represent 2% of the demand in the Elgin Area Primary Water Supply System (EAPWSS) which feeds the STASWSS, and Southwold is on the joint management board of this system with St. Thomas and Central Elgin. Southwold does not have active control of the pumping systems in either the STASWSS or EAPWSS and under normal operation this is not an issue. In the event of a failure on the primary supply line, there would be an anticipated additional delay between the point where any failure occurred, and when the operators were notified, and then when the Municipality was notified. Again, this is not an uncommon situation; however, as there is a single point of failure with the supply main and no storage in the system, this type of failure would result in an immediate loss of supply to all of Southwold.

It is important to note that the STASWSS extends into Southwold Township from the connection point along Ford Road and Wonderland Road to the former Ford Manufacturing Facility site and there are multiple connections to the transmission main along the length within Southwold. If the system failure were to occur after the initial connection in the Township, then there would likely be options to maintain supply with the Township. If the failure were to occur east of the existing connection point, then currently there is no opportunity to maintain supply until the failure was corrected.

This is not an optimal situation, and a component of this project scope is to assess options for addressing water supply security in the system.

The removal of the Ford Elevated Water Tower does have a minor adverse impact on the water supply security considerations as a failure between the EMPS and the Water Tower may allow for the isolation of the Water Tower from the break location and allow the Southwold system to continue to operate. Realistically, in the event of a watermain break, with the size of the transmission main between the EMPS, Ford Water Tower and Southwold combined with the volume in the Water Tower, there would be less than an hour between the time that the watermain were to break before the Water Tower would be drained. As such, it doesn't provide much benefit to address water supply security.

The options that can be considered in the evaluation of improving water supply security in the Southwold system are as follows:

- Water Supply Interconnection – Dutton Dunwich
- Water Supply Interconnection – Central Elgin
- Water Supply Interconnection – St. Thomas
- Construction of System Storage

For all of these alternatives, with the exception of the storage option, the interconnection would not be able to provide fireflow to the full extent of the existing condition but would be able to provide domestic supply. As this is intended to be a back-up supply, this approach is appropriate. For the storage option, there would be improved fire flow in the area around any proposed storage location.

#### **Water Supply Interconnection – Dutton Dunwich**

There is an existing connection to the Municipality of Dutton Dunwich in Iona which supplies a portion of Dutton/Dunwich via the STASWSS. As such, a system failure would impact that system as well and supply would not be supplemented except for the small amount in the Wallacetown Water Tower; however, it is not anticipated that this would provide adequate supply for both Dutton Dunwich and Southwold. It is our understanding that during emergencies there is a limited capacity for back feeding; however, this is only appropriate for short-term shutdowns and not for significant emergent conditions. The capacity of the Wallacetown reservoir is unknown but is estimated to be less than 2,000 m<sup>3</sup>. As Dutton Dunwich has 1,635 connections serving a population of approximately 4,000, it is unlikely that there would be capacity available. Dutton Dunwich also has a connection to the Tri-County Water System from the plant in Eagle; however, it is not clear if there is any interconnection between the two systems. If they are connected, there may be an opportunity to back-feed to the Southwold system in an emergency situation; however, it may require a booster system. This will require further information to confirm but is not likely the preferred alternative due to location and the economics of a new booster station.

There is an agreement for supply between Dutton-Dunwich and Southwold and there have been situations where water has been back fed from the Dutton-Dunwich system; however, since the primary source is the STASWSS, an emergent condition in that system would mean that the Dutton-

Dunwich system was also restricted and the ability to provide supply to Southwold would be limited.

#### **Water Supply Interconnection – Central Elgin**

The Central Elgin Water Supply also receives water from the STASWSS and is at similar risk to Southwold. Central Elgin does have other interconnections to the St. Thomas distribution system which can act as a back-up to the STASWSS. Therefore, a one-way interconnection between the Central Elgin system and the Southwold system in the Lynhurst area would provide similar benefits. There are a number of opportunities along Wellington Road between McBain and St. George Street where Central Elgin has watermains on the opposite side of the street.

Furthermore, there is the opportunity for a secondary connection to the Central Elgin system at the intersection of Warren Street and Union Road in Port Stanley as the Central Elgin system is across the street from the Southwold system. Each of these connections would require a boundary chamber with appropriate controls, monitoring to allow for emergency feed. It could be reasonably configured to operate automatically to avoid any significant drop in pressure in the Southwold system. If the Port Stanley connection were considered, it may be challenged to provide supply to the entire system and therefore a secondary supply from the St. Thomas supply may be beneficial.

There isn't a current agreement in place between Southwold and Central Elgin for water supply. It would be necessary to develop an agreement for supply and the conditions of supply between the two communities. As the Central Elgin Supply in the north is from the same STASWSS supply, there is the potential for an emergent condition to impact their system as well. In the South, the supply is a separate connection to the Elgin system which would be a benefit for redundancy.

#### **Water Supply Interconnection – St. Thomas**

As indicated in the Dillon Report regarding the Ford Elevated Water Tower transient analysis, there is benefit to reinforcing the system with a connection to the St. Thomas system. This will also address the emergency supply issue if the STASWSS system were to fail. The most obvious connection point beyond going through the Central Elgin system is to extend a 600 m long watermain along Fingal Line from the existing 300mm watermain in Southwold across Kettle Creek to the St. Thomas system. The connection point in St. Thomas is a 150mm watermain which is not optimal, but it would take another 700 m of watermain extension into St. Thomas to get to an adequately sized watermain or looped connection. This is a feasible solution.

There is an agreement for water supply between St. Thomas and Southwold for water supply and infrastructure to ensure that Southwold is supplied with water. Therefore, from a process standpoint, it may be more efficient to connect to the St. Thomas system; however, the length of the connection and limited supply capacity may reduce the benefits of this efficiency.

#### **Construction of System Storage**

As previously indicated, the existing Ford Elevated Water Tank provides some transient protection; however, with a capacity of 760 m<sup>3</sup>, it does not have adequate storage to meet the needs of Southwold. In accordance with MECP guidelines for storage design, Southwold would require the following storage:

- A: Fire Storage: (3 hours X 159 L/s) = 1,720 m<sup>3</sup>
- B: Equalization: (25% x Max Day ~ 5,760 m<sup>3</sup>) = 1,440 m<sup>3</sup>
- C: Emergency: (25% x (A+B) = 790 m<sup>3</sup>

Therefore, the total storage requirement for build-out is 3,950 m<sup>3</sup>. This could be placed along Talbot Line, but any high elevation area would work.

This alternative does not address the supply issue, but in the event of a STASWSS failure, the system would have more than 24 hours average day capacity. This is a feasible alternative.

## 2.6 Fire Flow Conditions

Potable water systems in Ontario generally perform two tasks, the first is drinking water and the second is fire protection. Fire protection is not a mandatory requirement of a potable water system, but for municipal systems that can achieve it, it is a service that is expected in the community. Furthermore, unless a fire department is rated for tanker shuttle operations/service, it is assumed that any buildings fronting on watermains should be able to meet fire protection flow and pressure requirements from the potable water system. That being said, in the Southwold system, 59 km (21%) of watermain are either 50- or 100-mm diameter and, therefore, have very limited capacity for fire flow. An additional 121 km (46%) are 150 mm diameter, which have a limited capacity for fire flow without a well looped system. Unfortunately, the Southwold system is a primarily rural distribution system with an average pipe length of close to 300 m and a maximum pipe length of 4.1 km. The combination of 2/3 of the system piping being generally undersized for fire flow and the configuration of the distribution system makes the provision of fire flow to meet standards challenging. Based on the model, the Southwold system has 224 hydrants in the system, which equates to one hydrant per 1.2 km. Standard spacing is one hydrant per 150 metres, so the existing system cannot meet the requirements of fire protection on this basis. It appears that in new developments and existing built-up areas that the hydrant spacing meets the requirements. Therefore, it is reasonable to assume that within developed areas fire flow should be functionally achievable and in rural areas hydrant capacity should be assumed to be a supplement to tanker shuttling operations for fire fighting purposes.

In the original Township model, the acceptable criteria for fireflow was a minimum flow of 30 L/s which equates to 1,800 L/min or 475 usgpm. It is not clear why this flow was selected. Historically, 38 L/s was used as the single fire hydrant flow requirement (MECP, 2008); however, subsequent to that the Fire Underwriters Survey (FUS) has been the basis for new system design. FUS looks at three primary things as follows:

- Building construction type
- Proximity of buildings to other buildings
- Fire hydrant distribution

For developed areas of Southwold, the buildings appear to be 3 to 10 m apart, which equates to a fire demand of 4,000 L/min or 67 L/s.

The following sections address the current and future fire flow situation.

### 2.6.1 Existing Condition

As indicated in the previous section, the original model used a minimum fire flow requirement of 30 L/s. Table 2-1 indicates the location of hydrants that do not meet the original model fire flow demand. The vast majority of these hydrants are rural and are on either small watermains or on very long linear watermain lengths where pressure losses are significant due to the lack of water system network looping to reinforce the water supply.

Table 2-5: Existing Condition (2022) Areas with Fire Flow Deficiencies

Location	Model Hydrant ID	Available Fire Flow (L/s)	Reason
2 <sup>nd</sup> Line dead end west of Lawrence Road	H-159	8.2	330 m long 100mm dia. dead end watermain
6 <sup>th</sup> Line west of Houghton Rd.	H-148	9.7	1000 m long 100mm dia. dead end watermain
Hunter Line south of Bush Line	H-143	10.7	1350 m long 100mm dia. watermain looped into 50 mm dia. watermain
4 <sup>th</sup> Line east of Lawrence Rd.	H-152	12.9	2900 m long 100mm dia. watermain looped into a 50 mm dia. watermain
Intersection of Turner Rd. and 2 <sup>nd</sup> Line	H-158	12.9	Midpoint on 1500 m and 2400 m of 100 mm dia. watermain.
Intersection of 3 <sup>rd</sup> Line and Lawrence Rd.	H-160	13.6	Intersection of 150mm, two 100 mm and 50 mm watermains each with over 1 km of watermain before next looping connection.
2 <sup>nd</sup> Line just east of Magdala Rd.	H-157	13.7	Near intersection of three 100mm dia. watermains and one 50 mm dia. watermains with long connections to looping.
3 <sup>rd</sup> Line near intersection with William St.	H-161	14.4	300m from nearest intersection – 100mm dia. watermain.
5 <sup>th</sup> Line near intersection with Iona Rd.	H-149	15.0	150 mm dia. watermain with nearest looped connections 1400 and 3000 m away.
Stafford Line east of intersection with Oneida Rd.	H-155	15.1	100mm dia. watermain with nearest looped connection 400 m away.
Intersection of Iona Rd. and 4 <sup>th</sup> Line	H-151	15.4	Near intersection of 150 mm and 100 mm dia. watermain with 1400 m to nearest looped connection.
McDiarmid Line east of Burwell Rd.	H-137	17.3	Near intersection with two 100 mm dia. and two 50 mm dia. watermain with long 1500 m connections to nearest looping connection.
5 <sup>th</sup> Line near intersection with Lawrence Rd.	H-150	19.1	On 150mm dia. watermain with 3000 m on both sides to nearest looped connection.
Intersection of Bush Line and Reiger Rd.	H-179	20.8	Near looped connection with 150mm dia. watermain, but long lengths to main lines and higher elevation.
Intersection of Bush Line and Middle River Rd.	H-187	22.7	Near looped connection with 150mm dia. watermain, but long lengths to main lines and higher elevation.
East of intersection of Reiger Rd. and John Wise Line	H-180	25.3	Near looped connection with 150mm dia. watermain, but long lengths to main lines and higher elevation.
Grand Canyon Rd. approx. 2/3 of length from Lake Line	H-199	25.8	150mm dia. dead end watermain approximate 260 m from Lake Line watermain (150 mm dia.)



Location	Model Hydrant ID	Available Fire Flow (L/s)	Reason
Fingal Line east of Iona Rd.	H-139	28.0	150mm dia. near end of furthest loop from supply near Lake
Intersection of Middle River Rd. and John Wise Line	H-186	28.1	On looped 150 mm dia. watermain with long lengths on loops (greater than 500 m)
Fingal Line east of Scotch Line	H-138	28.5	On 150 mm dia. watermain with long lengths to looped connections (greater than 500 m)
Intersection of Southminster Bourne and 3 <sup>rd</sup> Line (Green Lane Landfill)	H-170	28.9	On 150 mm dia. watermain near intersection with 200 mm watermain with long lengths and higher elevation.
Iona Rd. north of Lake Line	H-140	29.9	Furthest 150 mm dia. loop on the system near Lake.

The model was run with the FUS fire demand minimum standard of 4,000 L/min at each hydrant and the number of hydrants that did not meet the minimum flow and pressure requirement increased from 22 hydrants to 103 hydrants or approximately 46% of all hydrants. As this is an existing system and two-thirds of the existing watermain is 150mm in diameter or less, this is not an unexpected result.

### 2.6.2 Future Condition (Current Development Plans)

The future condition scenario was developed based on current conditions and future changes to the system. For the purposes of fireflow and as a planning tool, the FUS flows were used to assess the system capacity. In the fire flow assessment using a flowrate of 4,000 L/min, 89 out of 259 hydrants did not meet the FUS requirements. The total number of hydrants that did not meet the fire flow demand decreased from existing to future. This is due to the new developments that are reinforcing the system by creating additional loops and the use of 200 mm pipe in some locations.

The only area of new development that did not meet the fire flow requirements is the Ridge at Talbotville Grove – Phase 2 where all of the hydrants exceeded 30 L/s capacity but did not meet the 66.7 L/s (4,000 L/min) fire flow requirement. This is due to the fact that the system in this area is all 150mm diameter watermain and connects into existing 150 mm diameter distribution mains.

The remainder of the new/proposed developments are either adequately looped or have 200 mm watermain which allow for the distribution of fire flow into the hydrants.

With the exception of the Ridge at Talbotville Grove – Phase 2, the addition of future developments improves the fire flow capacity of the system relative to FUS design guidelines. The issues with the fire flow in the system are not significantly impacted by domestic demand, but rather with the small diameter, long length, and limited looping of the existing distribution system.

## 2.7 Water Quality Deterioration

Water quality deterioration due to age in a water system is a concern as the longer water is in the distribution system and the lower the chlorine residual is, the higher the risk of water contamination. Additionally, if the municipality increases the chlorine residual to counteract chlorine residual decay, there is a higher likelihood that the chlorine will react with organics in the water to form disinfection by-products such as trihalomethanes and haloacetic acids, which are considered a health-related risk. Aesthetic impacts of long stagnation periods in water distribution systems include taste and odour, colour, and an increased rate of corrosion both in the municipal and residential plumbing systems.

A general approach is to maintain water age in the majority of the system to 72 hours or three days from production. It is important to recognize in the STASWSS that the water was produced near Port Stanley, pumped to St. Thomas, and then pumped again into the Southwold system. Due to the high volume of water that is carried by the system, it would be anticipated that the age of the water entering the Southwold system is less than 24 hours, even during low demand periods. This should frame the context of the water quality deterioration assessment.

The operation of the system with respect to disinfection is as follows:

- Chlorine boosting may be completed at the EMPS as required based on the chlorine supplied in the system.
- Chlorine may be boosted at the Shedden Rechlorination facility on Talbot Line as required.

It is important to note that the boosting of free chlorine residual does address residual disinfection in the system and will avoid compliance issues with respect to low chlorine, but it does not necessarily address taste and odour or disinfection by-product generation in the distribution system.

A review of the most recent annual water quality report (2021) identified that there were no adverse water quality events with the following key metrics:

Parameter	Samples	Min	Max	Running Average	Maximum Acceptable Concentration or Acceptable Range
Heterotrophic Plate Count	112	10 CFU	20 CFU	n/a	n/a
Free Chlorine Residual	406	0.61 mg/L	1.57 mg/L	n/a	0.05 - 4 mg/L
Trihalomethanes (Total)				39.5 ug/L	100 ug/L
Haloacetic Acid (Total)				20.7 ug/L	80 ug/L

Generally, the results indicate that there are no current problems identified in the system.

Heterotrophic Plate Count is a measurement of non-pathogenic bacteria in water and is an indicator of the risk an infection of the water supply resulting in significant bacterial growth. The sample results in the 2021 results would be considered low risk.

Free chlorine residual results indicate that based on samples taken that the water quality deterioration is generally low as most systems have significantly lower results than indicated in the water quality report.

Trihalomethanes and Haloacetic acid concentrations are also generally low for the size of the distribution system. In our opinion, that is likely not an indicator of low water age, but rather the high quality of the source water and treatment provided in the Elgin system. The cleaner the water entering the system is in terms of turbidity, colour and organics, the less effort it takes to keep it clean. As such it is anticipated that significantly longer water age may be acceptable in this system in comparison to the norm.

A very rudimentary assessment of water age can be completed by determining the volume of the distribution piping divided by the minimum month average day. The base model contains 264 km of watermain with an average diameter of 188 mm. Therefore, the total pipe volume is approximately 8,100 m<sup>3</sup> and therefore, using a minimum average month of 1,100 m<sup>3</sup>/day, the average age of the water in the distribution system is 7.4 days or 177 hours. This is over double what a design norm would be.

With respect to the assessment of the potential for water quality deterioration in the system, the approach that WT Infrastructure took was to assess water age over an extended run of the model



to determine if equilibrium could be achieved. Models were run for 144 hours, 288 hours and 2,000 hours using minimum month average day flow. This was done using the existing conditions since it would be the worst-case scenario as growth will reduce the water age in the system since all new watermains added would also include additional demand. Minimum average month was used because using minimum day only is too conservative and does not represent a realistic use pattern for an extended period. The model run was completed on the basis that the water age was zero upon entering the Southwold system. As indicated above, this assumes that the water age is relatively short from the Elgin plant to the Southwold connection. For the purposes, of this analysis, it should be assumed that the actual water age would be up to 24 hours more than the model indicates. For the purpose of this high-level analysis, as long as this inaccuracy is acknowledged, then the results can be analysed in the proper context.

The 2,000-hour run provided the most effective assessment of water age and resulted in the following understanding of the water age:

- Mean Water Age: 295 hours (12 days)
- Minimum Water Age: 0.3 hours
- Maximum Age: 2,000 hours (83 days)

The maximum age of 2,000 hours is indicative of the dead-end lines without any water demand on them. There are sixteen (3%) junctions in the distribution that fall into this category.

Based on the review of the model, the layout of the system and the demand in the system, the output from the model with respect to age is not unexpected. The actual system results with no identified chlorine residual issues is more surprising considering the system configuration. It is anticipated that in the population centres that the chlorine residual is very consistent due to the lower water age.

### 3 CONCLUSIONS AND RECOMMENDATIONS

Based on the review of the model, background information and addition of the new developments, the following conclusions and recommendations can be made about the system.

#### 3.1 Conclusions

##### 3.1.1 Existing Demand Scenarios

- For the purposes of drinking water supply, the Southwold system meets minimum flow and pressure requirements throughout the system.
- There are large areas (approximately 109 out of 616 nodes) in the low valley region along Kettle Creek valley and towards the Thames River that exceed 620 kPa (90 psi). Based on the model, it appears that the existing two system PRVs do not delineate a pressure zone as there are watermains that bypass the PRVs and are therefore ineffective at managing the system pressures.

##### 3.1.2 Future Demand Scenarios

- Similar to the existing demand scenarios, the location of the growth combined with the system layout allow for the system to meet minimum flow and pressure requirements throughout the system.

##### 3.1.3 Pressure Reduction Strategy

The existing pressure reducing valves in the system are not effective at managing pressure in the system due to their location and configuration within the system. It is recommended that they be optimized in order to improve pressures and eliminate potential dead zones in the system due to their inability to operate effectively.

The existing system exceeds MECP identified pressure ranges significantly and additional pressure zone delineation is recommended to address this as follows:

- The addition of two PRV chambers on the watermain feeding the Union Road area along Kettle Creek will address pressures in this area with the creation of a new south pressure zone.
- The addition of two PRV on the watermain feeding Shedden and areas west along Talbot Line will address pressures in this area with the creation of a new west pressure zone.

#### 3.1.4 Ford Elevated Storage Removal Impacts

- The Ford Elevated Storage removal does have impacts on the impacts of transient pressures in the system; however, the implementation of the STASWSS recommendations to address that will provide mitigate any significant risk associated with this issue.
- With respect to fire demand support and emergency storage, the Ford Tower does not provide significant protection in the event of a system failure due to its size and location.
- The elevated storage does provide a minor buffer against pressure loss during a short-term power outage. It is anticipated that the Elgin Middlesex Pumping Station is configured to avoid any loss in pressure in the distribution system in the manner that the back-up power operates the pumps at the pumping station.
- Our review of the justification for the removal of the elevated storage without replacement concurs with the STASWSS recommendations as the cost of reinstating or repairing the facility does not warrant the benefit.

#### 3.1.5 Water Supply Security

- The existing STASWSS is a single connection to the Southwold system and represents a single point of failure that could result in the extended loss of water supply if a failure were to occur. This is not optimal; however, it is also not uncommon in systems in Ontario.
- There are four options available to the Township to provide water supply security; however only the Central Elgin, St. Thomas and new elevated storage options are feasible as the Dutton Dunwich option would not likely have the capacity or existing connections to meet Southwold needs.
- The least cost alternative to provide improved water supply security are two connections to the Central Elgin system in Lynhurst and in Port Stanley. This would not provide fire protection but would supply standard water demand for the Township.
- The St. Thomas connection along Fingal Line is feasible but would require significant upgrades within the St. Thomas distribution system due to the size of the connections available.
- The elevated storage option would be the highest cost option. It would address the single point of failure by providing emergency storage in the Southwold distributions system. It would provide the added benefit of being able to provide fire flow and emergency pressure protection against a loss of pressure in the pumping system.

#### 3.1.6 Fire Flow Conditions

- The Southwold distribution system is a combination of community water distribution systems and rural water supply. In order to achieve this in a feasible manner, two-thirds of the water distribution mains in the system are 150 mm diameter or less. In a well looped system, 150 mm diameter watermain can be effective for the provision of fire flow; however, in this case, in rural areas particularly, long watermain lengths between concessions, results in high pressure drops and limited fire flow capacity.

- In the existing system using current minimum fireflow requirements of 4,000 L/min with 140 kPa (20 psi) minimum pressure residual, almost half of the hydrants in the system (103 out of 224) did not meet the minimum flow requirements. Generally, in the communities, fireflow did meet the minimum requirements due to localized watermain looping.
- In the future development scenario, the number of hydrants that did not meet the minimum requirements was reduced to just over one-third (89 out of 259). This is because the new developments typically contained 200 mm pipes, were well looped and looped into the existing system as well, which reinforced the system.
- In the new development there was a new development in the Ridge at Talbotville Grove – Phase 2, where the new watermain is 150mm diameter and connect into a 150mm watermain supply and thus do not meet the 4,000 L/min target.
- It is not practical within the current system to provide fireflow to all hydrants in the system and the impact of attempting to achieve fireflow at all locations will result in excessive water age and water quality deterioration would be expected.

### 3.1.7 Water Quality Deterioration

- The size of the distribution system in Southwold contrasting with the current water demand would indicate that water quality deterioration should be a problem in the system; however, water quality reporting indicates that the system is operating well without any identified low chlorine issues.
- It appears that the high quality of the water supply from the Elgin system is a factor in the limited identified deterioration of water quality in the system despite the long residence time in the system.
- A water age analysis of the system identifies that a significant portion of the distribution system does not have significant turnover and it is anticipated that there are areas that may not be captured in the current sampling regime that may have periodic low chlorine residual. These would be general limited to the dead-ends in the system and at the ends of the long rural lines.

## 3.2 Recommendations

The following recommendations have been generated based on our assessment of the system and conclusions identified in the previous section.

### 3.2.1 Existing Demand Scenarios

- It is recommended to confirm the delineation between the north and south pressure zones in the system and if necessary, install new pressure control valves in order to reduce the pressures in the system to below 620 kPa where feasible to do so due to the increased risk of leakage and pressure induced failures in residential plumbing systems with the associated potential liability.
- Install four new pressure zone delineation (PRV) chambers to delineate the south and west pressure zones.

### 3.2.2 Future Demand Scenarios

- There are no specific recommendations associated with future demand scenarios.

### 3.2.3 Ford Elevated Storage Removal Impacts

- It is recommended that the Township coordinate with the STASWSS to ensure that all of the recommendations for addressing transients in the system are complete before the Ford Tower is removed.

### 3.2.4 Water Supply Security

- The preferred alternative for providing improved water supply security is to connect to the Central Elgin supply via emergency connection points in Lynhurst and Port Stanley with hydraulically actuated valves that will open if the pressure in the Southwold system falls below a designated setpoint.
- As there is an existing supply relationship with St. Thomas, if the Fingal Line watermain in St. Thomas could be upgraded in size, then a connection in that location would also be a feasible and effective back-up supply point.

### 3.2.5 Fire Flow Conditions

- It is recommended to designate areas within the Township where fireflow is achievable and where the hydrants should only be assumed for maintenance purposes. This should be coordinated with the fire department and should be followed with a hydrant painting or tagging program to designate the capacity of hydrants.
- In areas where fire flow is desired/necessary, but is not currently achievable, the Township should complete an analysis and prioritization of water system improvements to address pipe diameter and looping in order to meet fire demands.

### 3.2.6 Water Quality Deterioration

- It is recommended to review the sampling points for chlorine residual against the modeling information and develop a strategy to model the chlorine residual based on actual decay rather than strictly age. This will provide a more representative understanding of at what age and conditions that additional flushing may be required.

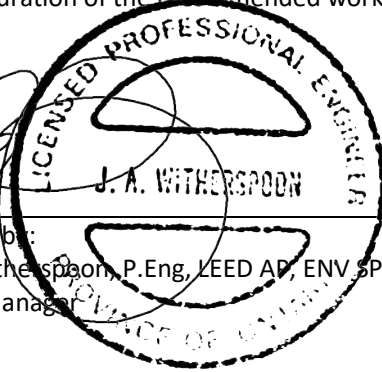

## 3.3 Next Steps

The following are the recommended next steps for the Township to undertake based on the outcome and recommendations for the water modeling evaluation:

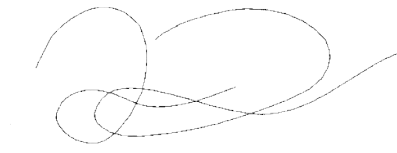
1. Investigate and confirm that if there is a pressure zone separation between the north and south pressure zones. The model currently shows watermains that by-pass pressure control and provide high pressure supply to the lower elevations of the distribution system. This should be corrected to lower the pressure at lower elevations. As part of this work, proceed with the installation of new pressure zone delineations for the west and south zones.
2. Confirm with St. Thomas that the remedial actions indicated for the removal of the Ford Tower as in place before decommissioning occurs in order to protect the system from potential damage as a result of transients in the system.
3. Review and confirm the preferred approach to provide water supply security/redundancy in the system and discuss with Central Elgin regarding opportunities to make the connections. If an agreement can be achieved, develop a capital budget item for this issue. Alternatively, the Fingal line connection to St. Thomas would be a feasible back-up solution, but would be more expensive to implement.
4. Meet with the Fire Department and confirm the recommended strategy for addressing fire flow limitations in the system. Plan to ensure that the hydrants are designated with their capacity for easy identification in emergency situations.
5. Undertake further system evaluation of the chlorine residual and water age issue to ensure that the sampling regime captures the system operation and that dead ends in the system are addressed to protect water quality throughout the system.

### 3.4 Closure

This report was prepared based on available information and did not include supplemental calibration works or detailed investigations of the system deficiencies. It is recommended that this report be reviewed with the operators and that detailed design efforts confirm the exact location and configuration of the recommended works prior to implementation.



Prepared by:  
Jamie Witherspoon, P.Eng, LEED AP, ENV SP  
Project Manager



---

QA/QC by  
Andrew Tulk, P.Eng.  
VP – Service Delivery

May 3, 2023

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

**Project: 22-2018 – Southwold Water Distribution System Upgrades - Pressure Reducing Valve Design and Implementation Support**

**Subject: Proposal for Engineering Services**

Dear Aaron,

Further to your request regarding advancing the design of the four (4) pressure reducing valves within the Township as recommended in our water modelling report, we are pleased to provide the following proposal in the amount of **\$38,000 + HST** for your review.

The intended scope of the work is as follows:

- Complete a site review of each of the proposed sites including topographic survey and utility locates suitable for design purposes. No geotechnical or daylighting is proposed as part of the base scope. This would include a review of the existing chambers.
- Development of a preliminary design report including optional components (instrumentation, monitoring), cost estimate, layout of each site and a typical chamber design.
- Client meeting to review preliminary design and finalize the scope for implemented works.
- Detailed Design and Tender Package for the four chambers to be tendered under a single tender.
- Tender support to address questions from contractors during the tendering process.
- Non-resident field review and commissioning support for the completed works consisting of the following limits:
  - a. Project Manager – 4 hours per chamber
  - b. Construction Inspector – 16 hours per chamber
  - c. Commissioning Support – 8 hours per chamber
- Preparation of as-built drawings, process narrative and operational recommendations for the system.

### Fees and Schedule

The project will be completed on a fixed fee basis with any additional scope of work that is pre-approved by the client charged at the following rates:

- Project Manager - \$175 per hour
- Design Engineer - \$120 per hour
- CAD Designer - \$75 per hour
- Site Inspector - \$75 per hour

Expenses charged at cost plus 5% administration fee.

The proposed fee for this work would be as follows:

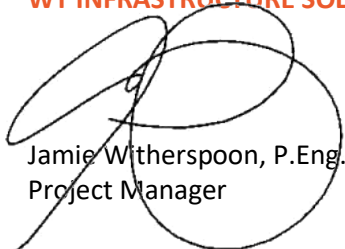
Scope Item	Engineering Fee	Schedule
Site Review and Data Collection	\$6,000	20 working days
Preliminary Design	\$5,000	15 working days
Detailed Design	\$12,000	20 working days
Tender Support	\$1,000	15 working days
Contract Administration and Commissioning	\$12,000	10 working days per site
Project Close-out Documents	\$2,000	10 working days
Total Fee	\$38,000	\$9,500/chamber

The tasks would be completed consecutively based on client needs.

We trust this meets with your approval. If you have any questions or comments, please feel free to contact the undersigned. We will commence work upon written notice or purchase order authorizing us to proceed.

Regards,

**WT INFRASTRUCTURE SOLUTIONS INC.**



Jamie Witherspoon, P.Eng.  
Project Manager



# COUNCIL HIGHLIGHTS

TUESDAY,  
MAY 9, 2023

## IN THIS ISSUE:

Steve Gibson Appointed as  
Acting CAO

STEGH Shares 2022 Milestones  
and Future Plans

Driving Prosperity and Well-  
being: A Look into Western  
Ontario Warden's Caucus  
2023-2024 Strategic Priorities

Enhancing Safety: New  
Community Safety Zone and  
Speed Limit Extension Approved  
Near Aldborough Public School

Elgin County Council Takes a  
Stand Against Harassment and  
Abuse in Local Leadership with  
Bill 5 Endorsement

Planning Updates

## STEVE GIBSON APPOINTED AS ACTING CAO

County Council appointed Stephen Gibson, General Counsel (previously County Solicitor), as Elgin County's Acting Chief Administrative Officer (CAO).

Mr. Gibson will be in the Acting role until Council appoints an Interim CAO that will fulfill the role throughout the duration of the recruitment process to hire and onboard a permanent CAO.



## STEGH SHARES 2022 MILESTONES AND FUTURE PLANS

Representatives from the St. Thomas Elgin General Hospital (STEGH) presented County Council with an overview of our local hospital's patient services, 2022 achievements, key challenges, risks, and ongoing upgrades.

To view the full STEGH presentation, please access the May 9, 2023, Council Agenda Package.



## DRIVING PROSPERITY AND WELL-BEING: A LOOK INTO WESTERN ONTARIO WARDEN'S CAUCUS 2023-2024 STRATEGIC PRIORITIES

Kate Burns Gallagher, Executive Director for the Western Ontario Warden's Caucus (WOWC), provided County Council with an overview of the organization and their 2023-2024 strategic priorities. WOWC is a not-for-profit organization representing 15 upper- and single-tier municipalities in Southwestern Ontario with a goal of enhancing the prosperity and overall well-being of rural and small urban communities across the region.

At the forefront of WOWC's 2023-2024 priorities are housing, a workforce to support economic growth, and lastly, mental health, addictions and homelessness.



WOWC advocates on behalf of the 15 municipalities through meetings with Ministers and senior government officials and through partnering with various regional partners such as Community Futures Western Ontario and the South Central Ontario Region Economic Development Corporation (SCOR).

## ENHANCING SAFETY: NEW COMMUNITY SAFETY ZONE AND SPEED LIMIT EXTENSION APPROVED NEAR ALDBOROUGH PUBLIC SCHOOL

In response to a request received by the Municipality of West Elgin, County Council approved extending the existing reduced speed zone along Furnival Road for an additional 190m and the establishment of a Community Safety Zone within the school zone area.

This decision was made to accommodate normal school day traffic activities surrounding Aldborough Public School in the Village of Rodney while considering the school's new entrance location and existing roadway geometry.

## ELGIN COUNTY COUNCIL TAKES A STAND AGAINST HARASSMENT AND ABUSE IN LOCAL LEADERSHIP WITH BILL 5 ENDORSEMENT

The County of Elgin and its Council have shown their dedication to good governance and greater accountability to its Code of Conduct and workplace policies by endorsing Bill 5, Stopping Harassment and Abuse by Local Leaders Act. They have submitted a letter of support to Hon. Doug Ford, Premier of Ontario, the Minister of Municipal Affairs and Housing, the Association of Municipalities of Ontario, MPP Rob Flack, and the municipalities of Elgin County.

### PLANNING UPDATES



Elgin County Council granted draft plan approval to Draft Plan of Subdivision and Draft Plan of Condominium by CJDL Consulting Engineers on behalf of Performance Communities Realty Inc in the Township of Malahide and the Town of Aylmer.

County Council also granted approval to the revised Draft Plan of Subdivision, as prepared by CJDL Limited on behalf of 11:28 Properties Inc in the Municipality of Bayham.

Paul Hicks, the Acting Manager of Planning for Elgin, presented an overview of the updates made to Ontario's Draft Provincial Policy Statement (PPS). The PPS outlines the land use policies and regulations of the Province, covering a broad range of planning matters. This document holds significant influence over the development of official plans for both local and county levels, as well as all land use planning approvals. Council directed Mr. Hicks to prepare comments addressing the changes outlined in the PPS with regard to the changes to the agricultural policies and the urban settlement boundary policies to the Province through the Ontario Environmental Registry.

For the complete May 9, 2023, County Council Agenda Package, please visit the Elgin County [website](#).



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

### **BY-LAW NO. 2023-32**

**Being a By-law to establish a levy for the year 2023,  
to adopt tax rates for 2023 and to provide for penalty  
and interest in default of payment and the collection thereof.**

**WHEREAS** it is necessary for the Council of the Township of Southwold, pursuant to Section 312 (2) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, to levy a separate tax rate on the assessment in each property class in the local municipality ratable for local municipal purposes;

**AND WHEREAS** the Council of the Township of Southwold has adopted the budget estimates for the year 2023 requiring a local levy of \$4,221,177 for municipal purposes;

**AND WHEREAS** the Council of the Corporation of the County of Elgin, pursuant to the Municipal Act, 2001, S.O. 2001, c. 25, as amended, has established the tax ratios for the year for the upper-tier municipality and its lower-tier municipalities through By-Law No. 23-12;

**AND WHEREAS** it is necessary for the Council of the Township of Southwold, pursuant to Section 311 (10) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, to levy the tax rates specified in the upper-tier rating by-law passed for that year and further these tax rates are set out in Schedule "A" to this By-Law;

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

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

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

1. THAT the assessment contained in the assessment roll of the Township of Southwold as made pursuant to Province of Ontario Regulations and dated December 13, 2022 be hereby adopted and confirmed as the assessment on which the rate of taxation for the year 2023 shall be levied.
2. THAT the said assessment roll be hereby adopted and confirmed as the last revised assessment roll for the said Municipality.
3. For the purposes of providing for the Corporation's general municipal purposes, the tax rates set out in Schedule "A" be hereby adopted and levied for the year 2023 upon the whole of the said assessment of the Corporation according to the last revised assessment roll.
4. For the purposes of providing for the County of Elgin general levy, the tax rates set out in the County of Elgin by-law 23-12 be hereby levied for the year 2023 upon the whole of the said assessment of the Corporation according to the last revised assessment roll.
5. For the purposes of providing for the public and separate school education purposes, the tax rates set out by the Minister of Finance under O. Reg. 400/98, as amended, of the Education Act be hereby levied for the year 2023 upon the respective portions of the said assessment of the School supporters of the Corporation according to the last revised assessment roll.
6. That the Corporation provide for the required tax adjustments under Part IX of the Municipal Act, 2001, S.O. 2001, c. 25, as amended for commercial and industrial properties.
7. All taxes and other special rates shall be paid into the office of the Tax Collector or Treasurer of the Township of Southwold.
8. The said final tax levy shall become due and payable one-half on or before August 31, 2023 and one-half on or before October 31, 2023 and non-payment of the amount, as noted, on the dates stated in accordance with this section shall constitute default.
9. For payments-in-lieu of taxes due to the Township of Southwold, the actual amount due and payable shall be based on the last revised assessment roll and the tax rates for the year 2023.

10. For railway rights-of-way and electrical corridors, taxes due to the Township of Southwold shall be calculated in accordance with the regulations established by the Minister of Finance and shall be based on the last revised assessment roll.
11. On all taxes which are in default on the 1st day following the above-noted due dates, a penalty of 1.25% shall be added and thereafter a penalty of 1.25% per month shall be added on the 1st day of each and every month the default continues.
12. On all taxes in default on January 1, 2024, interest shall be added at the rate of 1.25% per month for each month in which the default continues.
13. Penalties and interest added on all taxes of the final tax levy in default shall become due and payable and shall be collected forthwith as if the same had originally been imposed and formed part of such unpaid tax levy.
14. THAT the Tax Collector shall mail or cause to be mailed to the address of the residence or place of business of the property owner, a notice specifying the amount of taxes payable by each property owner for each property as outlined in Section 343 (6) of the Municipal Act S.O.2001, c.25.
15. THAT the Tax Collector may send a tax bill to the taxpayer electronically in the manner specified by the Treasurer and Tax Collector, if the taxpayer has chosen to receive the tax bill in that manner as outlined in Section 343 (6.1) of the Municipal Act S.O.2001, c.25.
16. THAT the Treasurer and Tax Collector, or designates, are hereby authorized to accept part payment from time to time on account of taxes due and to give a receipt of such part payment, provided that acceptance of any such part payment shall not affect the collection of any percentage charge imposed and collectable under Section 6 in respect of non-payment of any taxes or any class or any instalment thereof.
17. All by-laws inconsistent with the provisions of this by-law are hereby repealed.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND  
FINALLY PASSED THIS 22<sup>ND</sup> DAY OF MAY, 2023.**

---

Mayor  
Grant Jones

---

CAO/Clerk  
Jeff Carswell

## Schedule "A" to By-law 2023-32

## 2023 Tax Rates

Property Class	Property Class	Township	County	Education	Total
Residential - RT	Occupied	0.00550683	0.00659343	0.00153000	0.01363026
Residential	FAD Phase 1	0.00275341	0.00329672	0.00076500	0.00681513
New Mutli-residential	Occupied	0.00550683	0.00659343	0.00153000	0.00669572
Multi-residential	Occupied	0.01101311	0.01318620	0.00153000	0.02572931
Multi-residential	FAD Phase 1	0.0275341	0.0317731	0.00076500	0.02861539
Commercial -CT	Occupied	0.00901799	0.01079740	0.00880000	0.02861539
Commercial -CU	Excess Land	0.00901799	0.01079740	0.00880000	0.02861539
Commercial - CX	Vacant Land	0.00901799	0.01079740	0.00880000	0.02861539
Commercial -1 <sup>st</sup> Subclass - C0	On-Farm Business	0.00225450	0.00269935	0.00220000	0.00715385
Commercial- 2 <sup>nd</sup> Subclass - C7	On-Farm Business	0.00225450	0.00269935	0.00220000	0.00715385
Industrial - IT	Occupied	0.01225326	0.01467104	0.00880000	0.03572430
Industrial	FAD Phase 1	0.0275341	0.00329672	0.00880000	0.01485013
Industrial - IH	No Support	0.01225326	0.01467104	0.01250000	0.03572430
Industrial - IU	Excess Land	0.01225326	0.01467104	0.00880000	0.03572430
Industrial - IX	Vacant Land	0.01225326	0.01467104	0.00880000	0.03572430
Industrial - 1 <sup>st</sup> Subclass - I0	On-Farm Business	0.00306331	0.00366793	0.00220000	0.00893124
Industrial - 2 <sup>nd</sup> Subclass - 17	On-Farm Business	0.00306331	0.00366793	0.00220000	0.00893124
Large Industrial - LT	Occupied	0.01559425	0.01867128	0.00880000	0.04306553
Large Industrial - LU	Excess Land	0.01559425	0.01867128	0.00880000	0.04306553
Landfills	Occupied	0.18394269	0.22023806	0.00880000	0.41298075
Pipelines - PT	Occupied	0.00630312	0.00754684	0.00880000	0.02264996
Farm - FT	Occupied	0.00126657	0.00151649	0.00038250	0.00316556
Managed Forests - TT	Occupied	0.00137671	0.00164836	0.00038250	0.00340757

<b>Property Class</b>	<b>Property Class</b>	<b>2023 Education Rates for Retained PILs</b>
Residential	Occupied	0.00153000
Residential	FAD Phase 1	0.00076500
New Multi-residential	Occupied	0.00153000
Multi-residential	Occupied	0.00153000
Multi-residential	FAD Phase 1	0.00076500
Commercial	Occupied	0.00980000
Commercial	Excess Land	0.00980000
Commercial	Vacant Land	0.00980000
Commercial – 1 <sup>st</sup> and 2 <sup>nd</sup> Subclass	On-Farm Business	0.00980000
Industrial	Occupied	0.01250000
Industrial	No Support	0.01250000
Industrial	Excess Land	0.01250000
Industrial	Vacant Land	0.01250000
Industrial – 1 <sup>st</sup> and 2 <sup>nd</sup> Subclass	On-Farm Business	0.00312500
Large Industrial	Occupied	0.00980000
Large Industrial	Excess Land	0.00980000
Landfills	Occupied	0.23687812
Pipelines	Occupied	0.00980000
Farm	Occupied	0.00038250
Managed Forests	Occupied	0.00038250



May 10, 2023

Please be advised that during the Regular Council meeting of May 9, 2023 the following resolution regarding the proposed new Provincial Planning Statement (PPS) was carried:

**RESOLUTION NO. 2023-293**

**DATE: May 9, 2023**

**MOVED BY: Councillor Hirsch**

**SECONDED BY: Councillor MacNaughton**

**WHEREAS** the goal of increasing housing supply and reducing barriers in planning processes as set out in the recent legislative, regulatory and policy changes, including new provisions from Bill 23, More Homes Built Faster Act, 2022 is welcomed;

**WHEREAS** the proposed PPS (sections 2.6 and 4.3) would dramatically remove municipal power and renders aspects of the County's Official Plan, and other official plans throughout Ontario inoperative, terminating some local planning autonomy, and directly interfering with municipalities' ability to meet local variation and unique community needs;

**WHEREAS** the proposed PPS changes that would allow proliferation of lots with protection restricted to specialty crop areas only diminishes the purpose, uses, and integrity of rural and agricultural lands, thereby removing protection and restricting future uses of those lands;

**WHEREAS** the proposed PPS changes encourage sprawl and rural roadway strip development, rather than more fiscally and environmentally sustainable practices like intensification in established settlement areas; and

**WHEREAS** the province has announced changes will be proposed to natural heritage (section 4.1) that have yet to be published;

**THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the County of Prince Edward urges the province to:

- pause proposed changes to the PPS, particularly regarding natural heritage (section 4.1) and agricultural lands (sections 2.6 and 4.3)

- reinvest trust in the local planning authority of all 444 municipalities, recognizing that each Ontario municipality has unique landscapes, different housing needs and differing visions for local planning matters;

**THAT** our fellow municipalities be urged to voice their concerns regarding the proposed undermining of local planning authority;

**AND FURTHER THAT** a copy of this resolution be sent to all 444 municipalities, The Hon. Doug Ford, Premier of Ontario, The Hon. Steve Clark, Minister of Municipal Affairs and Housing; The Hon. Lisa Thompson, Ministry of Agriculture, Food and Rural Affairs, The Hon. David Piccini, Minister of Environment, Conservation and Parks, Bay of Quinte MPP, Todd Smith, the Association of Municipalities of Ontario, the Federation of Canadian Municipalities, and the Eastern Ontario Wardens Caucus.

**CARRIED**

Yours truly,



Catalina Blumenberg, **CLERK**

cc: Mayor Ferguson, Councillor Hirsch, Councillor MacNaughton & Marcia Wallace, CAO



**Municipality of Tweed Council Meeting  
Council Meeting**



**Resolution No.**

328.

**Title:**

Proposed Resolution Re: Bell-Hydro Infrastructure

**Date:**

Tuesday, May 9, 2023

---

**Moved by**

J. Palmateer

**Seconded by**

J. DeMarsh

WHEREAS poles are essential for deployment of telecommunication and hydro networks across the Province of Ontario;

AND WHEREAS the coordination of pole infrastructure between stakeholders is necessary to limit duplication of servicing infrastructure;

AND WHEREAS the Canadian Radio-Television and Telecommunications Commission recently set expedited timelines for large telephone companies to provide competitors with access to poles to roll out networks more efficiently leading to more competition across Canada;

AND WHEREAS provincial and territorial government are being encouraged to coordinate with service providers and other stakeholders to facilitate sound network deployment;

NOW THEREFORE BE IT RESOLVED that the Municipality of Tweed calls on the Province of Ontario to facilitate, coordinate, and regulate pole deployment measures across the Province of Ontario to prevent unnecessary duplication of pole infrastructure;

AND FURTHER, that the Province of Ontario encourage Bell Canada and Hydro One to work together to provide access for poles to better service the infrastructure needs of Ontarians;

AND FURTHER, that this motion be circulated to the Premier of Ontario, the Association of Municipalities of Ontario (AMO), MPP Ric Bresee, all Ontario Municipalities for support, Bell Canada, Hydro One.

**Carried**



Signage starts  
on Page 34

# Brand Guidelines

---

# Contents

**03** Introduction

**04** About the  
Township of Southwold

**05** Brand Ingredients

**11** Brand Limitations

**16** Typography

**18** Colour Palettes

**20** Conclusion

# Introduction



**A brand guide is an essential tool for every organization – it provides structure for creativity.**

Throughout the Township of Southwold's future, many creative individuals will mobilize elements of our brand, making it vulnerable to adaptation and interpretation. To prevent this from happening, the following framework has been outlined to ensure our brand is used cohesively and consistently to create continuity.

# About the Township of Southwold



Located in southwestern Ontario along the shores of Lake Erie, the Township of Southwold is punctuated by charming hamlets and a warm-hearted population.

It offers a variety of lifestyle and recreational assets – including the Rosy Rhubarb Festival, the Shedden Tractor Pull, and Fingal Wildlife Management Area – as well as a host of unique small businesses, proximity to major destinations, and an affordable, safe lifestyle.

# Brand Ingredients



## Our Promise

**Residents, tourists, and businesses choose the Township of Southwold for a variety of different reasons, but three aspects shape the fabric of our brand promise and differentiate us from our competitors.**

### **COMMUNITY SPIRIT**

Here in Southwold, a sense of warmth radiates from within. Our community has immense pride in place, and readily makes contributions to the Township's betterment as well as each other.

### **RELAXED LIFESTYLE**

Although the hustle and bustle of the big city is well within reach, Southwold sits enough apart that a quieter, more laid back lifestyle is easily enjoyed.

### **AFFORDABILITY**

Southwold is affordable, both in a residential and commercial sense, facilitating ongoing growth and land development opportunities worth exploring.



# Our Expression

The Township of Southwold's logo is inspired by our position as the **Keystone Township**.

The 's' shape folds into a contemporary silhouette – a unique twist on the classic letter logo – and works delicately with the earthy tones and organic shapes to reveal Southwold's scenic elements. Brought together by the center of the 's' to form the notable keystone, this logo embodies all that Southwold has to offer to residents, visitors, and businesses alike.





TOWNSHIP OF  
**Southwold**



TOWNSHIP OF  
**Southwold**



TOWNSHIP OF  
**Southwold**



TOWNSHIP OF  
**Southwold**

TOWNSHIP OF

ESTD

1850



**Southwold**

# Our Experience



**How the Township of Southwold communicates is a *critical* part of our brand experience.**

Whereas our voice should remain the same across applications, our tone may need to adapt to meet various audience's emotional needs.

# Voice

## AUTHENTIC

Genuine and showing concern

## APPROACHABLE

Uncomplicated and easy to understand

## FRIENDLY

Warm and inviting

## INFORMATIVE

Helpful and educational



# Tone

Our tone is **semi-casual**. We must be professional and tactful, but there is room to be reflective and expressive when it doesn't cloud the heart of the message we are trying to deliver.

# Slogans

**Slogans are short, catchy phrases that are used to convey the spirit of a brand in marketing campaigns.**

They are flexible and can be changed to suit various target audience needs.

To assist Southwold with reaching its various target audiences, the below slogans may be used across: advertisements (both print and digital); social media (posts and profile assets); marketing collateral (ie: flyers, posters, newsletter); swag and signage; and individual pages of the municipal website.

**AUDIENCE:** Residents

**Heartfelt and homegrown**

---

**AUDIENCE:** Tourists

**Adopt the pace of nature**

---

**AUDIENCE:** Businesses/Investors

**Harvest opportunity**

# Slogan Application

Southwold's slogans, in application, are not meant to sit directly beneath the logo. Instead, they are meant to complement or enhance deliverables *featuring* the logo as a standalone item, using a combination of font differentiation and an accent line.

The slogan stylization is composed of three components:

## 01 Font

All slogans utilize Red Hat Text\* Medium in sentence case. Keystone\*\* is the recommended text colour, unless the slogan is being mobilized on a black background, in which case, white text shall be used.

## 02 Accent Line

Each slogan will feature an accent line in the colour Blade\*\* above the text, unless the accent line is being mobilized on a black background, in which case, a white accent line shall be used.

## 03 Alignment

Depending on the creative, the slogan can be left aligned, centred, or right aligned.

\*For more information regarding Southwold's brand fonts, see [page 16](#).

\*\*For more information regarding Southwold's colour palette, see [page 18](#).

# Heartfelt and homegrown

## Left Alignment

# Heartfelt and homegrown

## Centre Alignment

# Heartfelt and homegrown

## Right Alignment

The following are examples of how the slogans can be visually utilized throughout collateral pieces.



# Brand Limitations



## Sizing

The Township of Southwold's logo should never appear smaller than specified.



## Space to Breathe

In order to maintain the visual integrity of our brand, it needs space to breathe. This space can be represented by the measurement 'X'. The logo should have at least 'X' amount of space surrounding it at all times, meaning no other visual element (other logos, text, etc.) should fall within this space.





# Logo Don'ts

Please don't use new letters



Please don't give it a makeover



Please don't flip it upside down or position it diagonally



Please don't squish or stretch it



Please don't leave it somewhere congested



Please don't use coloured text on a coloured background



# Co-branding Materials

When our logo is being partnered alongside others, it should be sized so that it's visually equal and spaced a comfortable, equal width apart from the others. It should also be centred horizontally.



# Typography



Strong typography enhances the character of a brand and establishes a hierarchy of importance for information to be received by audiences.

# Red Hat

## Display & Text

**Red Hat Display** is to be used for headings and stand-out text such as larger introductory paragraphs and stylized quotes.

AaBbCcDdEeFfGgHh  
IiJjKkLlMmNnOoPpQq  
RrSsTtUuVvWwXxYyZz

**Red Hat Text** is to be used for body copy as it has been designed to increase legibility at small text sizes.

AaBbCcDdEeFfGgHh  
IiJjKkLlMmNnOoPpQq  
RrSsTtUuVvWwXxYyZz

There are times when fonts are limited to what is already installed on a computer. If a system font is required, **Verdana** is the substitute. This could be for items such as emails, PowerPoint presentations, and Word documents.

AaBbCc

# Colour Palettes

A carefully chosen set of colours plays a critical role in a brand's identity. It helps define the emotional response audiences will have with the brand, and triggers instant recognition. For our brand, the following colour palettes have been established:

## Primary Palette

### KEYSTONE

Pantone 5467 C

<b>R</b> 16	<b>C</b> 85
<b>G</b> 44	<b>M</b> 59
<b>B</b> 42	<b>Y</b> 66
#102C2A	<b>K</b> 66

### ICE

Pantone 663 C

<b>R</b> 246	<b>C</b> 2
<b>G</b> 246	<b>M</b> 2
<b>B</b> 246	<b>Y</b> 2
#F6F6F6	<b>K</b> 0

### DUSK

Pantone 7721 C

<b>R</b> 27	<b>C</b> 87
<b>G</b> 104	<b>M</b> 42
<b>B</b> 103	<b>Y</b> 55
#1B6867	<b>K</b> 21

### BLADE

Pantone 7495 C

<b>R</b> 140	<b>C</b> 50
<b>G</b> 160	<b>M</b> 22
<b>B</b> 59	<b>Y</b> 100
#8CA03B	<b>K</b> 3

## Secondary Palette

### CARNATION

R 244 G 124 B 92 #F47C5C  
C 0 M 64 Y 66 K 0 Pantone 1635 C

### PEACH

R 246 G 172 B 97 #F6AC61  
C 2 M 37 Y 70 K 0 Pantone 7411 C

### COB

R 253 G 190 B 17 #FDBE11  
C 3 M 26 Y 100 K 0 Pantone 7408 C

### SOLEIL

R 255 G 217 B 114 #FFD972  
C 1 M 14 Y 65 K 0 Pantone 1215 C

### DAWN

R 222 G 241 B 241 #DEF1F1  
C 14 M 7 Y 8 K 0 Pantone 7541 C

### SLATE

R 89 G 108 B 106 #596C6A  
C 67 M 46 Y 52 K 18 Pantone 5487 C

### WINTER WHEAT

R 55 G 88 B 51 #375833  
C 80 M 43 Y 83 K 41 Pantone 350 C

# Conclusion



**Branding is what people  
say about you when  
you're not in the room.**

**– JEFF BEZOS**

This guidelines document outlines the framework required to ensure our brand is used consistently and appropriately across all print and digital media channels. Should you have any questions about how to use our brand, please contact [communications@southwold.ca](mailto:communications@southwold.ca).



# Stationery



# Business Cards

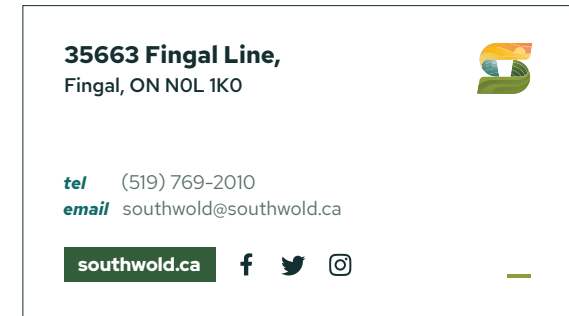
Front



Back Employee Specific




Back General



# Letterheads

# Audience Specific

## Residents



TOWNSHIP OF  
**Southwold**

southwold.ca

Lorem ipsum dolor sit amet, consectetur adipiscing elit. Etiam blandit odio eget consequat malesuada. Ut sodales, nibh eu mollis venenatis, ipsum ipsum congue augue, a suscipit erat dolor eu massa. In ornare libero eget diam blandit congue. Quisque vel pretium diam. Pellentesque accumsan justo quis hendrerit tincidunt. Nulla nec venenatis dolor. Nunc nibh purus, convallis vel varius ac, sollicitudin ultrices orci. Cras sodales sapien nec leo condimentum, eu porta justo semper. Phasellus efficitur ex interdum, consectetur lectus at, convallis ex. Phasellus sed pellentesque tellus. Cras vel tortor vestibulum, pharetra mi sed, porta nulla. Praesent varius, ex eget rhoncus fringilla, diam risus lacinia ex, tempus condimentum mi sapien ac nisi. Fusce dui justo, tempus vitae quam non, tincidunt porttitor sem.

Vivamus ut magna sed sapien vehicula dignissim. Pellentesque habitant morbi tristique senectus et netus et malesuada fames ac turpis egestas. Integer non arcu consequat, varius dui sed, feugiat odio. Nunc elementum, urna at aliquam tincidunt, quam quam interdum sapien, at porttitor risus odio sit amet elit. Maecenas at metus nec nisl posuere convallis nec sagittis tellus. Pellentesque nulla ante, maximus vitae luctus eget, euismod at metus. Suspendisse potenti. Cras at cursus massa. Fusce ullamcorper pharetra cursus. Nulla mollis turpis a dolor facilisis molestie. Mauris malesuada, dolor ullamcorper cursus pharetra, velit ex interdum velit, ut egestas odio ex nec sem. Duis hendrerit porttitor lacus, a pulvinar nisi aliquam sed. Ut id quam dapibus, faucibus lorem sed, posuere dolor.

Maecenas at metus nec nisl posuere convallis nec sagittis tellus. Pellentesque nulla ante, maximus vitae luctus eget, euismod at metus. Suspendisse potenti. Cras at cursus massa. Fusce ullamcorper pharetra cursus. Nulla mollis turpis a dolor facilisis molestie. Mauris malesuada, dolor ullamcorper cursus pharetra, velit ex interdum velit, ut egestas odio ex nec sem. Duis hendrerit porttitor lacus, a pulvinar nisi aliquam sed. Ut id quam dapibus, faucibus lorem sed, posuere dolor.


Nulla nec venenatis dolor. Nunc nibh purus, convallis vel varius ac, sollicitudin ultrices orci. Cras sodales sapien nec leo condimentum, eu porta justo semper. Phasellus efficitur ex interdum, consectetur lectus at, convallis ex. Phasellus sed pellentesque tellus.

tel (519) 769-2010 email southwold@southwold.ca

Heartfelt and homegrown

35663 Fingal Line, Fingal, ON N0L 1K0

## Tourists



TOWNSHIP OF  
**Southwold**

southwold.ca

Lorem ipsum dolor sit amet, consectetur adipiscing elit. Etiam blandit odio eget consequat malesuada. Ut sodales, nibh eu mollis venenatis, ipsum ipsum congue augue, a suscipit erat dolor eu massa. In ornare libero eget diam blandit congue. Quisque vel pretium diam. Pellentesque accumsan justo quis hendrerit tincidunt. Nulla nec venenatis dolor. Nunc nibh purus, convallis vel varius ac, sollicitudin ultrices orci. Cras sodales sapien nec leo condimentum, eu porta justo semper. Phasellus efficitur ex interdum, consectetur lectus at, convallis ex. Phasellus sed pellentesque tellus. Cras vel tortor vestibulum, pharetra mi sed, porta nulla. Praesent varius, ex eget rhoncus fringilla, diam risus lacinia ex, tempus condimentum mi sapien ac nisi. Fusce dui justo, tempus vitae quam non, tincidunt porttitor sem.

Vivamus ut magna sed sapien vehicula dignissim. Pellentesque habitant morbi tristique senectus et netus et malesuada fames ac turpis egestas. Integer non arcu consequat, varius dui sed, feugiat odio. Nunc elementum, urna at aliquam tincidunt, quam quam interdum sapien, at porttitor risus odio sit amet elit. Maecenas at metus nec nisl posuere convallis nec sagittis tellus. Pellentesque nulla ante, maximus vitae luctus eget, euismod at metus. Suspendisse potenti. Cras at cursus massa. Fusce ullamcorper pharetra cursus. Nulla mollis turpis a dolor facilisis molestie. Mauris malesuada, dolor ullamcorper cursus pharetra, velit ex interdum velit, ut egestas odio ex nec sem. Duis hendrerit porttitor lacus, a pulvinar nisi aliquam sed. Ut id quam dapibus, faucibus lorem sed, posuere dolor.

Maecenas at metus nec nisl posuere convallis nec sagittis tellus. Pellentesque nulla ante, maximus vitae luctus eget, euismod at metus. Suspendisse potenti. Cras at cursus massa. Fusce ullamcorper pharetra cursus. Nulla mollis turpis a dolor facilisis molestie. Mauris malesuada, dolor ullamcorper cursus pharetra, velit ex interdum velit, ut egestas odio ex nec sem. Duis hendrerit porttitor lacus, a pulvinar nisi aliquam sed. Ut id quam dapibus, faucibus lorem sed, posuere dolor.


Nulla nec venenatis dolor. Nunc nibh purus, convallis vel varius ac, sollicitudin ultrices orci. Cras sodales sapien nec leo condimentum, eu porta justo semper. Phasellus efficitur ex interdum, consectetur lectus at, convallis ex. Phasellus sed pellentesque tellus.

tel (519) 769-2010 email southwold@southwold.ca

Adopt the pace of nature

35663 Fingal Line, Fingal, ON N0L 1K0

## Businesses/Investors



TOWNSHIP OF  
**Southwold**

southwold.ca

Lorem ipsum dolor sit amet, consectetur adipiscing elit. Etiam blandit odio eget consequat malesuada. Ut sodales, nibh eu mollis venenatis, ipsum ipsum congue augue, a suscipit erat dolor eu massa. In ornare libero eget diam blandit congue. Quisque vel pretium diam. Pellentesque accumsan justo quis hendrerit tincidunt. Nulla nec venenatis dolor. Nunc nibh purus, convallis vel varius ac, sollicitudin ultrices orci. Cras sodales sapien nec leo condimentum, eu porta justo semper. Phasellus efficitur ex interdum, consectetur lectus at, convallis ex. Phasellus sed pellentesque tellus. Cras vel tortor vestibulum, pharetra mi sed, porta nulla. Praesent varius, ex eget rhoncus fringilla, diam risus lacinia ex, tempus condimentum mi sapien ac nisi. Fusce dui justo, tempus vitae quam non, tincidunt porttitor sem.

Vivamus ut magna sed sapien vehicula dignissim. Pellentesque habitant morbi tristique senectus et netus et malesuada fames ac turpis egestas. Integer non arcu consequat, varius dui sed, feugiat odio. Nunc elementum, urna at aliquam tincidunt, quam quam interdum sapien, at porttitor risus odio sit amet elit. Maecenas at metus nec nisl posuere convallis nec sagittis tellus. Pellentesque nulla ante, maximus vitae luctus eget, euismod at metus. Suspendisse potenti. Cras at cursus massa. Fusce ullamcorper pharetra cursus. Nulla mollis turpis a dolor facilisis molestie. Mauris malesuada, dolor ullamcorper cursus pharetra, velit ex interdum velit, ut egestas odio ex nec sem. Duis hendrerit porttitor lacus, a pulvinar nisi aliquam sed. Ut id quam dapibus, faucibus lorem sed, posuere dolor.

Maecenas at metus nec nisl posuere convallis nec sagittis tellus. Pellentesque nulla ante, maximus vitae luctus eget, euismod at metus. Suspendisse potenti. Cras at cursus massa. Fusce ullamcorper pharetra cursus. Nulla mollis turpis a dolor facilisis molestie. Mauris malesuada, dolor ullamcorper cursus pharetra, velit ex interdum velit, ut egestas odio ex nec sem. Duis hendrerit porttitor lacus, a pulvinar nisi aliquam sed. Ut id quam dapibus, faucibus lorem sed, posuere dolor.

Nulla nec venenatis dolor. Nunc nibh purus, convallis vel varius ac, sollicitudin ultrices orci. Cras sodales sapien nec leo condimentum, eu porta justo semper. Phasellus efficitur ex interdum, consectetur lectus at, convallis ex. Phasellus sed pellentesque tellus.


tel (519) 769-2010 email southwold@southwold.ca

Harvest opportunity

35663 Fingal Line, Fingal, ON N0L 1K0

# Letterheads

# Generic



TOWNSHIP OF

Southwold

[southwold.ca](http://southwold.ca)

Lorem ipsum dolor sit amet, consectetur adipiscing elit. Etiam blandit odio eget consequat malesuada. Ut sodales, nibh eu mollis venenatis, ipsum ipsum congue augue, a suscipit erat dolor eu massa. In ornare libero eget diam blandit congue. Quisque vel pretium diam. Pellentesque accumsan justo quis hendrerit tincidunt. Nulla nec venenatis dolor. Nunc nibh purus, convallis vel varius ac, sollicitudin ultrices orci. Cras sodales sapien nec leo condimentum, eu porta justo semper. Phasellus efficitur ex interdum, consectetur lectus at, convallis ex. Phasellus sed pellentesque tellus. Cras vel tortor vestibulum, pharetra mi sed, porta nulla. Praesent varius, ex eget rhoncus fringilla, diam risus lacinia ex, tempus condimentum mi sapien ac nisi. Fusce dui justo, tempus vitae quam non, tincidunt porttitor sem.

Vivamus ut magna sed sapien vehicula dignissim. Pellentesque habitant morbi tristique senectus et netus et malesuada fames ac turpis egestas. Integer non arcu consequat, varius dui sed, feugiat odio. Nunc elementum, urna at aliquam tincidunt, quam quam interdum sapien, at porttitor risus odio sit amet elit. Maecenas at metus nec nisl posuere convallis nec sagittis tellus. Pellentesque nulla ante, maximus vitae luctus eget, euismod at metus. Suspendisse potenti. Cras at cursus massa. Fusce ullamcorper pharetra cursus. Nulla mollis turpis a dolor facilisis molestie. Mauris malesuada, dolor ullamcorper cursus pharetra, velit ex interdum velit, ut egestas odio ex nec sem. Duis hendrerit porttitor lacus, a pulvinar nisi aliquam sed. Ut id quam dapibus, faucibus lorem sed, posuere dolor.

Maecenas at metus nec nisl posuere convallis nec sagittis tellus. Pellentesque nulla ante, maximus vitae luctus eget, euismod at metus. Suspendisse potenti. Cras at cursus massa. Fusce ullamcorper pharetra cursus. Nulla mollis turpis a dolor facilisis molestie. Mauris malesuada, dolor ullamcorper cursus pharetra, velit ex interdum velit, ut egestas odio ex nec sem. Duis hendrerit porttitor lacus, a pulvinar nisi aliquam sed. Ut id quam dapibus, faucibus lorem sed, posuere dolor.

Nulla nec venenatis dolor. Nunc nibh purus, convallis vel varius ac, sollicitudin ultrices orci. Cras sodales sapien nec leo condimentum, eu porta justo semper. Phasellus efficitur ex interdum, consectetur lectus at, convallis ex. Phasellus sed pellentesque tellus.

35663 Fingal Line, Fingal, ON N0L 1K0

tel

(519) 769-2010

email

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

—



**Swag**

## Swag Concepts

T-Shirt A



## Swag Concepts

T-Shirt A



## Swag Concepts

Hats A & B



## Swag Concepts

Bag



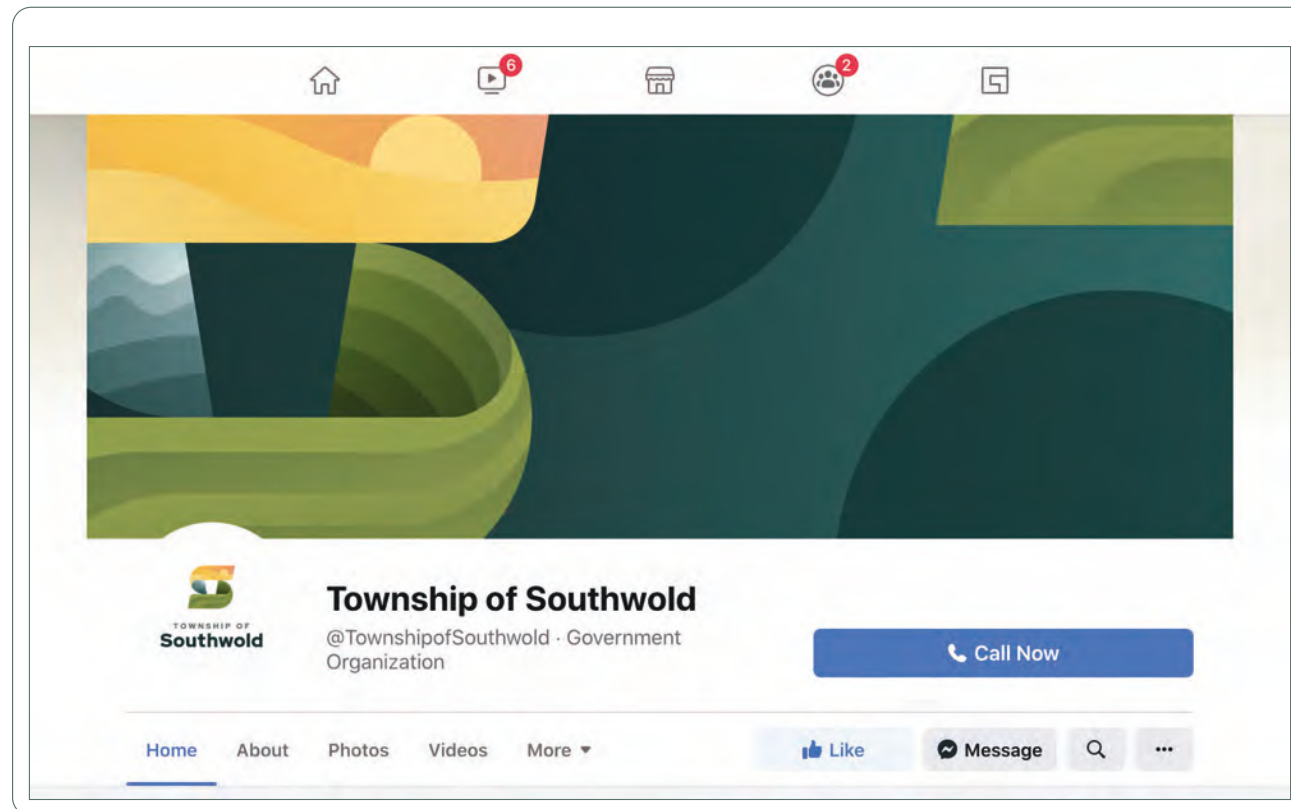




# Social Media

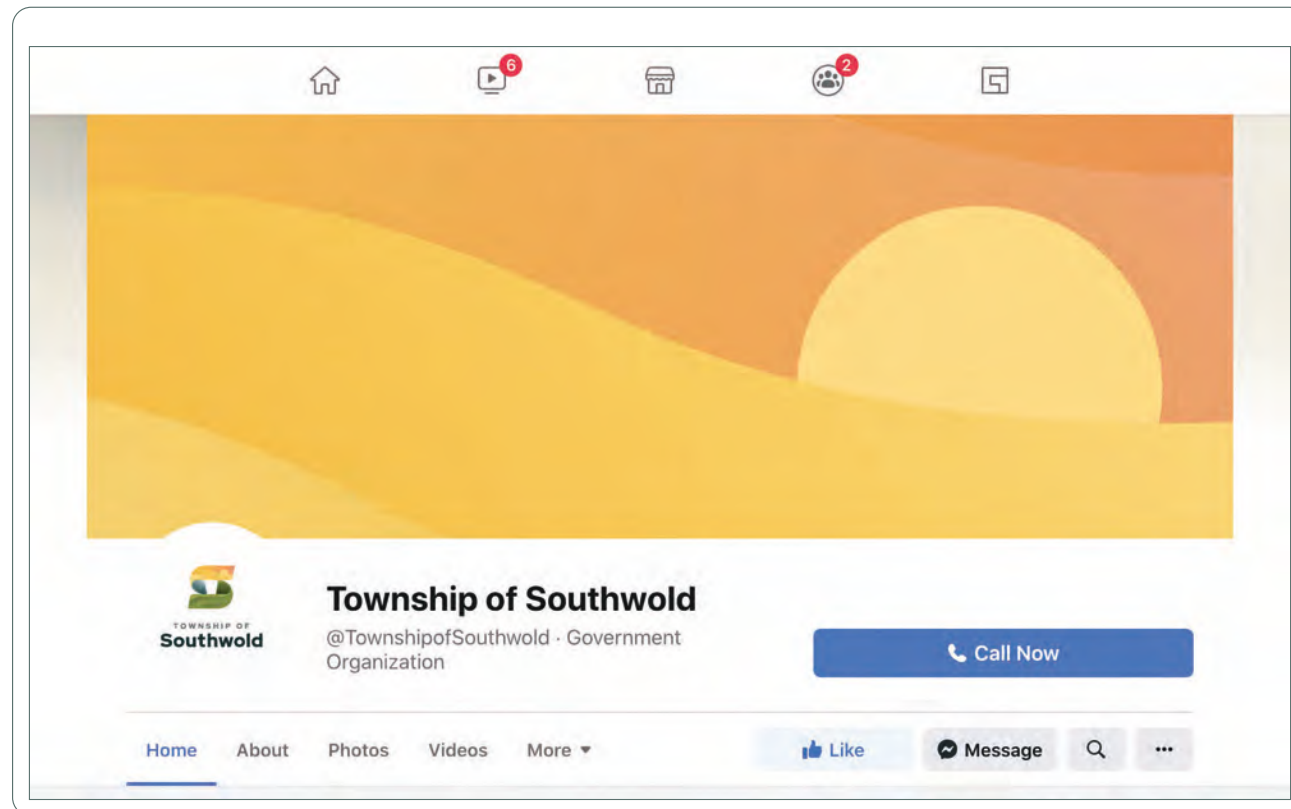
## Social Media

## Profile Picture & Banner A



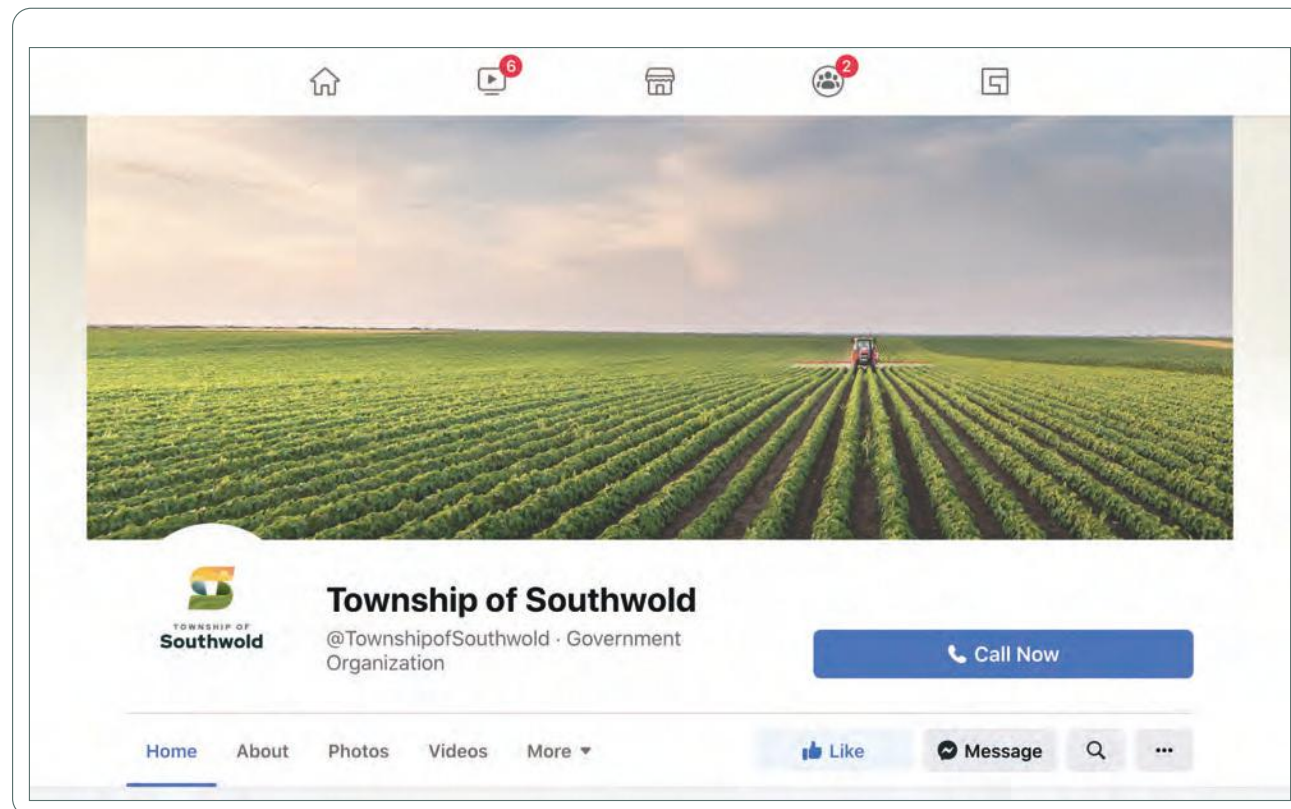
## Social Media

## Profile Picture & Banner B



## Social Media

## Profile Picture & Banner C





# Signage

## Signage Concepts

Entry



## Signage Concepts

Highway



TOWNSHIP OF  
**Southwold**





## Signage Concepts

Park





## Signage Concepts

Community



## Signage Concepts

Dual





TOWNSHIP OF  
**Southwold**

# Keystone Complex

For booking call:  
**(519) 759-2010**

# Library

Shedden



*A Branch of the Elgin County Library System*



# Vehicle Decals

## Vehicle Decals

Dark Green Truck/Vehicle



## Vehicle Decals

Black Truck/Vehicle



## Vehicle Decals

White Truck/Vehicle



May 18, 2023

### **Rural Ontario Municipal Association Intervenes in Drainage Dispute with CN Rail**

*Association applies for intervener status in case that pits large railways  
against rural communities*

TORONTO – The Rural Ontario Municipal Association (ROMA) is seeking legal intervener status in a dispute between CN Rail and the City of Sarnia over the cost of critical drainage work on CN property.

Proper drainage helps prevent flooding and property damage. It protects the environment, the economy, and the agricultural sector. Under Ontario's *Drainage Act*, landowners share the cost for work to municipal drains located on the owner's property. It is one of Canada's oldest laws, dating back to 1859.

Despite complying with the legislation for more than a century, railways have started telling municipalities that they will not cover the costs. CN is claiming that because railways are federally regulated, they are not bound by provincial and municipal government laws, bylaws, and regulations. The railway has applied to the Canadian Transportation Agency to settle the matter with Sarnia.

ROMA has applied for intervener status because of the negative impact of these actions on rural communities throughout Ontario. According to research gathered by ROMA, at least 30 municipalities - mostly ROMA members - indicated they experienced problems with *Drainage Act* compliance by CN.

"Railways are essentially asking Ontario's property taxpayers to foot the bill for project costs that should be covered by large, wealthy corporations," said ROMA Chair Robin Jones. "Railways are harming the very communities that produce the goods they move across the province."

CN is valued at more than \$80 billion. Yet for many rural municipalities, covering the railway's costs would mean considerable tax increases for local property taxpayers. For example, in some rural municipalities a 1% property tax increase only generates about \$10,000.

Based on ROMA's research, unpaid maintenance costs from CN and other railways are nearing \$500,000 and the tab for unpaid capital construction projects is crossing \$1 million. About \$1.7 million in critical capital construction projects have been delayed due to lack of cooperation by the railways.

(more)

This is having a significant impact on small rural communities, and their ability to provide other essential services.

Rail lines run through communities across Ontario, including agricultural areas. Without proper and effective drainage, it would be difficult for railways to operate.

“Federally regulated industries must be held to the same standards as all property owners, including following local laws, bylaws and regulations. CN is creating a false conflict between municipal and provincial laws, and federal regulations,” Jones added.

ROMA believes that CTA is not the proper authority to resolve this dispute. ROMA's view is that the matter should be resolved, as with any landowner, through the appeal processes set out in the *Drainage Act*. If CN wants to make a constitutional argument that it is exempt from the Act, that debate should be heard by the Ontario Superior Court.

-30-

For more information:

Farah Tayabali, ROMA Media Relations Contact, [tayabali@redbrick.ca](mailto:tayabali@redbrick.ca), 416-570-8413





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

### **BY- LAW NO. 2023-33**

**Being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on May 9, 2023 and May 23, 2023.**

**WHEREAS** Section 5(3) of the Municipal Act, 2001, Chapter 25, provides that a municipal power, including a municipality's capacity, rights, powers and privileges under section 8, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

**AND WHEREAS** it has been expedient that from time to time, the Council of the Corporation of the Township of Southwold should enact by resolution or motion of Council;

**AND WHEREAS** it is deemed advisable that all such actions that have been adopted by a resolution or motion of Council only should be authorized by By-law;

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

1. That the actions of the Council of the Township of Southwold at the Special Council Meeting held on May 9, 2023 and the Regular Meeting of Council held on May 23, 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 23<sup>rd</sup> DAY OF MAY, 2023.**

---

Mayor  
Grant Jones

---

CAO/Clerk  
Jeff Carswell