THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

- A G E N D A -

Monday October 23, 2023

REGULAR MEETING OF COUNCIL

7:00 p.m., Keystone Complex, 35921 Talbot Line, Shedden/Via Video Link

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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 October 11, 2023

5. DELEGATION

(a) **7:30 p.m. -** 2024 Budget

- **Parks Capital**
- **Administrative Capital**
- **Public Works Facility and Equipment Capital**

6. DRAINAGE

(a) Bogart Drain "C" 2023 Tender Results

7. PLANNING

(a) **7:15 p.m. Public Meeting Zoning By-law Amendment** PLA 2023-30 ZBA 2023-09 Lyle, 39564 Fingal Line

8. REPORTS

(a) ENG 2023-53 OCWA Sanitary Change Order
(b) ENG 2023-54 Shared Servicing Negotiations Committee
(c) FIN 2023-15 Ford Motor Company Tax Adjustment
(d) County Council Highlights – October 10, 2023

9. CORRESPONDENCE

(a) The Royal Canadian Legion Ontario Command – 11th Annual Military Service Recognition Book Ad

(b) Fee Waiver Request – Shedden Soccer

10. BY-LAWS

(a) By-law No. 2023-56, being a by-law to amend By-law No. 2011-14, Lyle, 39564 Fingal Line

(b) By-law No. 2023-57 being a By-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on October 23, 2023

11. OTHER BUSINESS *(For Information Only)*

(a) Ministry of Infrastructure RE: Administration Penalties Regulation under the Building Broadband Faster Act, 2021 (BBFA)

12. CLOSED SESSION

(a) A proposed or pending acquisition or disposition of land by the municipality or local board (section 239 (2))(c) – Shedden Commercial Plaza

(b) Personal Matters about identifiable individual, including municipal or local board employees (Section 239(2)(b))- Infrastructure and Development Services Department

(c) A position, plan, procedure, criteria or instructions to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board (section 239 (2)(k))- Shedden/Fingal Servicing

13. ADJOURNMENT:

NEXT REGULAR MEETING OF COUNCIL
Monday November 13, 2023 @ 7:00 P.M.
Council Chambers, Fingal/Via Video Link

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

MINUTES

Regular Council Meeting
Wednesday October 11, 2023
7:00 p.m. Keystone Complex, 35921 Talbot Line, Shedden/Via Video Link

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

ALSO PRESENT: Lisa Higgs, CAO/Clerk
Michele Lant, Director of Corporate Services/Treasurer
Aaron VanOorspronk, Director of Infrastructure & Development Services
June McLarty, Corporate Services Clerk

ABSENT: Councillor Scott Fellows

Mayor Jones called the meeting to order at 7:07 p.m.

ADDENDUM TO AGENDA: None

DISCLOSURES: None

ADOPTION AND REVIEW OF MINUTES:

Council Minutes – Adopt

2023-306 Councillor Adzija – Councillor Emons

THAT the Minutes of the Regular Council Meeting of September 25, 2023 are hereby adopted.

CARRIED

Committee Minutes – Review

2023-307 Deputy Mayor Pennings – Councillor Adzija

THAT Council has reviewed the Draft Minutes of the War Memorial Committee Meeting of September 12, 2023 and Draft Minutes of the Young at Heart Committee Meeting of September 21, 2023

CARRIED

REPORTS:

ENG 2023-48 Activity Report – September 2023

Aaron VanOorspronk presented this report.

ENG 2023-49 Fingal Streetscape Options

2023-308 Councillor Emons – Deputy Mayor Pennings

THAT Report ENG 2023-49 relating to Fingal Streetscape Options be received for information; and

THAT Council direct Staff to work with the County to incorporate the identified streetscape improvements into the reconstruction of Fingal Line and Union Road; and,

THAT Council considers funding allocations for the proposed improvements as part of the 2024 Budget.

CARRIED

STAFF DIRECTION

Staff was directed by Council to cost out a separated multi-use path on one side and sidewalks on the other side.

DELEGATION:

7:31 p.m. – 8:34 p.m.

2024 Budget - Roads/Infrastructure Recommended Capital Improvements

Director of Instructure and Development Services Aaron VanOorspronk presented his report on Roads and Infrastructure recommended capital improvement projects for the 2024 budget. This report contained the mandatory, critical and recommended capital projects. Council discussed these varies projects.

REPORTS:

FIN 2023-13 2024 OPP Estimate

2023-309 Councillor Adzija - Councillor Emons

THAT the 2024 OPP Cost Estimate be received for information purposes.

CARRIED

FIN 2023-14 2023 Auditor Appointment

2023-310 Deputy Mayor Pennings – Councillor Adzija

THAT Council appoint Graham Scott Enns, LLP Chartered Professional Accounts to provide audit services for the 2023 Fiscal Year.

CARRIED

CBO 2023-16 Activity Report – September 2023

This report was presented to Council.

CAO 2023-50 Activity Report – September 2023

Lisa Higgs presented this report.

CAO 2023-51 Ontario Trillium Foundation – Resilient Communities Grant

2023-311 Councillor Emons – Councillor Adzija

THAT Council authorize staff to submit an Application for Funding under the Ontario Trillium Foundation, Resilient Communities Fund towards the development of a Parks Renewal and Redevelopment Strategy.

CARRIED

CAO 2023-54 Christmas Gift Certificate Program

2023-312 Deputy Mayor Pennings – Councillor Emons

THAT Council approve the updated Policy HR-61 Christmas Gift Certificate Policy as attached to this report.

CARRIED

County Council Highlights – September 26, 2023

Mayor Jones presented this report.

CORRESPONDENCE:

- Optimist Club of Fingal-Shedden & District RE: Annual Santa Claus Parade
- Resolution from the Town of Stouffville RE: Illegal Lane Use Enforcement

Optimist Club of Fingal-Shedden & District RE: Annual Santa Claus Parade

2023-313 Councillor Adzija – Councillor Emons

THAT Council of the Township of Southwold grants permission to the Optimist Club of Fingal-Shedden & District to hold the annual Santa Claus parade in the Village of Fingal on Sunday December 3, 2023 beginning at 2:00 p.m. until approximately 3:00 p.m.; acknowledging that traffic will be stopped along Township and County roads as part of the parade route as per the request; and

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

CARRIED

Resolution from the Town of Whitchurch-Stouffville RE: Illegal Lane Use Enforcement

2023-314 Councillor Emons – Deputy Mayor Pennings

BE THAT IT RESOLVED The Council of the Corporation of the Township of Southwold hereby supports the attached resolution from the Town of Whitchurch-Stouffville regarding correspondence received from the Township of Puslinch and Town of Caledon regarding Illegal Land Use Enforcement; and

FURTHER a copy of this resolution be sent to the Honourable Doug Ford, Premier of Ontario, the Honourable Paul Calanda, Minister of Municipal Affairs and Housing, MPP Elgin- Middlesex- London Rob Flack, Honourable Doug Downey, Attorney General of Ontario, Association of Municipalities of Ontario, Rural Ontario Municipal Association and the Towns of Whitchurch-Stouffville and Caledon and the Township of Puslinch.

CARRIED

BY-LAW:

- By-law No. 2023-54, being a by-law to appoint a Community Emergency Management Co-ordinator

By-law

2023-315 Councillor Emons – Deputy Mayor Pennings

THAT By-law No. 2023-54 be read a first and second time, considered read a third time and finally passed this 11th day of October, 2023.

CARRIED

CLOSED SESSION:

2023-316 Councillor Adzija – Deputy Mayor Pennings

THAT Council of the Township of Southwold now moves again into a session of the meeting that shall be closed to the public at **9:00 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)) – 2 items – Infrastructure and Development Services Department
- A position, plan, procedure, criteria or instructions to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board (section 239 (2)(k))- Fingal/Shedden Sanitary Update.

CARRIED

Adjournment of Closed Session

2023-317 Councillor Emons – Deputy Mayor Pennings

THAT Council of the Township of Southwold adjourns the Closed Session of the Regular Council meeting at **10:29 p.m.**

CARRIED

STAFF DIRECTION

Staff were directed by Council to the items that were discussed in the Closed Session.

Confirming By-law

- By-law No. 2023-55, being a By-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on October 11, 2023

Confirming By-law

2023-318 Councillor Emons – Deputy Mayor Pennings

THAT By-law No. 2023-55 be read a first and second time, considered read a third time and finally passed this 11th day of October, 2023.

CARRIED

ADJOURNMENT:

2023-319 Deputy Mayor Pennings – Councillor Emons

THAT Council for the Township of Southwold adjourns this Regular meeting of Council at **10:31 p.m.**

CARRIED

_____

Mayor
Grant Jones

_____

CAO/Clerk
Lisa Higgs

Capital Project Sheet: Parks
Fingal Ball Park Diamond Light Replacement

TOWNSHIP OF Southwold

Project Rating: Mandatory

Project Overview:

Over the last year, we have had 4 lights quit working. At the beginning of the year, 2 lights were out and replacements were ordered. Over the course of the year, 2 more had burnt out. It is almost impossible to order replacement bulbs and ballasts for these fixtures, so staff recommends converting to a new light standard.

Project Funding Source

	2024	2025
Levy		
Development Charges		
User Fees		
Reserves		
Grants	40,000.00	
Other		

Project objectives:

Asset Renewal

Energy Savings

Capital Project Sheet: Parks
Fingal Ball Park Storage Building Roof Replacement

TOWNSHIP OF Southwold

Project Rating: Mandatory

Project Overview:

The roof on the storage facility (former washroom) is a shingled roof and has reached its life expectancy and needs replacing. A steel roof is recommended since the life expectancy of a steel roof is much longer.

Project Funding Source

	2024	2025
Levy		
Development Charges		
User Fees		
Reserves	12,000.00	
Grants		
Other		

Project objectives:

Required Maintenance

Capital Project Sheet: Parks
Talbotville Heritage Park Roof Replacement

TOWNSHIP OF Southwold

Project Rating: Mandatory

Project Overview:

The roof on the washroom and storage facility at the Talbotville Optimist Park is a shingled roof and has reached its life expectancy and needs replacing. A steel roof is recommended, since the life expectancy of a steel roof is much longer.

Project Funding Source

	2024	2025
Levy		
Development Charges		
User Fees		
Reserves	12,000.00	
Grants		
Other		

Project objectives:

Required Maintenance

Capital Project Sheet: Parks Redevelopment and Renewal Plan

TOWNSHIP OF Southwold

Project Rating: Recommended

Project Overview:

A Park Renewal and Redevelopment Strategy will help to direct the planning, management, and redevelopment of major parks in the municipality. Plan will contain established concept plans and a prioritized action plan to guide capital planning for selected park sites, including the potential re-arrangement of existing amenities and introduction of new amenities (e.g., playgrounds, splash pads, sport courts, gazebos, pavilions, water features etc.)

Project Funding Source

	2024	2025
Levy		
Development Charges		
User Fees		
Reserves		
Grants	50,000	
Other		

Project Objectives:

Community Beautification

Strategic Planning:

Fiscal Responsibility

Capital Project Sheet: Administration
Various Information Technology Projects

TOWNSHIP OF Southwold

Project Rating: Mandatory

Project Overview:

Annually, staff recommends a contribution to the Computer Reserve of $18,000 and contribution to an Administrative Reserve of $10,000, which is included in the 2024 draft budget. At this point, staff anticipates only one laptop needs replacement in 2024 with an estimated value of $2,000, funded from reserves.

Project Funding Source

	2024	2025
Levy* * Transfer to Reserve	28,000.00	
Development Charges		
User Fees		
Reserves	2,000	
Grants		
Other		

Project objectives:

Asset Renewal

Financial Stewardship

Capital Project Sheet: Administration
Laserfiche Workflow Automation Support

TOWNSHIP OF Southwold

Project Rating: Recommended

Project Overview:

Staff recommends funds for contractor support to develop Laserfiche workflows to automate administrative processes. The Township's Laserfiche software has many abilities to expedite tedious administrative functions and marry these processes with effective records management practices to inform a better risk management system.

Project Funding Source

	2024	2025
Levy		
Development Charges		
User Fees		
Reserves	10,000	
Grants		
Other		

Project objectives:

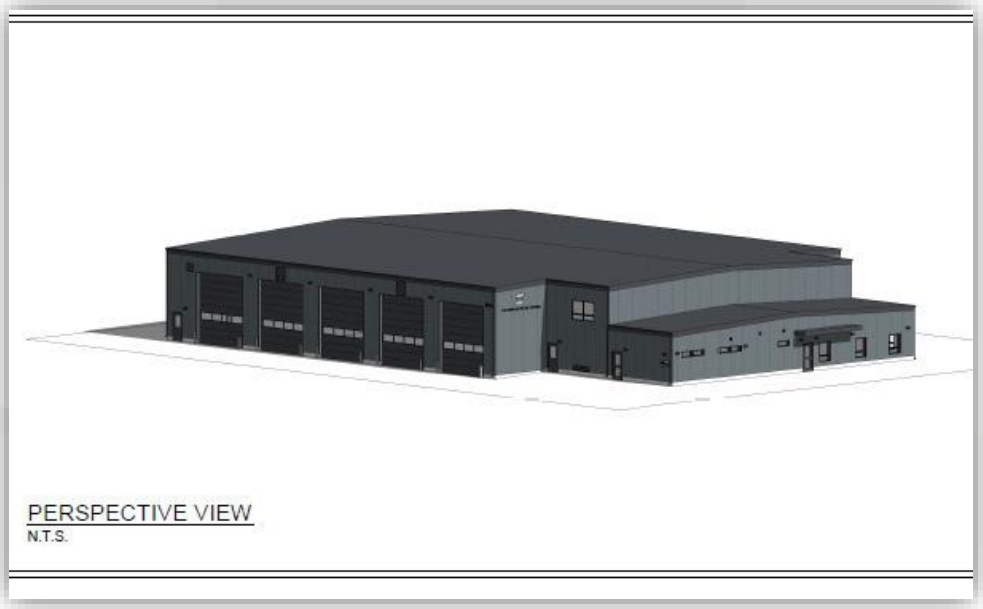
Administrative Efficiency

Customer Responsiveness ★☆☆

Risk Management

TOWNSHIP OF Southwold

PUBLIC WORKS FACILITY & EQUIPMENT



2024 Capital Budget

TOWNSHIP OF Southwold

Facilities and Equipment Asset Snapshot:

Category/Type	Replacement Value (adjusted @ 3.3% CPI)	Target Annual Reinvestment
Public Works Facility	$1.24 million	$27,000
Vehicles and Machinery	$4.5 million	$495,000

Public Works are the frontline workers completing critical day to day maintenance of public infrastructure, ensuring that people can live safely.

Capital Project Sheet: Roads Equipment Sidewalk Plow

TOWNSHIP OF Southwold

Project Rating: Mandatory

Project Overview:

With development well underway in Talbotville, and more road assumptions in the near future, it is time to purchase an additional sidewalk plow to meet the minimum maintenance standards for sidewalks in the Township. This will be mostly funded through Development Charges with a small portion from the Equipment Reserve.

Project Funding Source

	2024	2025
Levy		
Development Charges		$240,000
Road Reserve	$80,000	
Grants		
Other		

Project Objectives:

Safety

Maintain Level of Service

Capital Project Sheet: Roads Equipment

Snowplow Replacement

TOWNSHIP OF Southwold

Project Rating: Mandatory

Project Overview:

The 2011 Peterbilt Tandem plow is reaching the end of its useful life and requires replacement. It is worth noting that with delays in production of snowplows, units ordered in 2023/2024 likely won't be delivered until 2025/2026.

Project Funding Source

	2024	2025
Levy		
Development Charges		
Equipment Reserve	$ 270,000	
Green Lane	$ 185,000	
Other		

Project Objectives:

Safety

Asset Renewal

Maintain Level of Service

Capital Project Sheet: Roads Equipment

Snowplow Replacement

TOWNSHIP OF Southwold

Project Rating: Mandatory

Project Overview:

The 2009 Freightliner Tandem plow is reaching the end of its useful life and requires replacement. It is worth noting that with delays in production of snowplows, units ordered in 2023/2024 likely won't be delivered until 2025/2026.

Project Funding Source

	2024	2025
Levy		
Development Charges		
Equipment Reserve		$ 270,000
Green Lane		$ 185,000
Other		

Project Objectives:

Safety

Asset Renewal

Maintain Level of Service

Capital Project Sheet: Roads Equipment

Truck Replacement

TOWNSHIP OF Southwold

Project Rating: Mandatory

Project Overview:

Truck P55, a 2016 Dodge Ram was identified in the 2023 Capital Budget for replacement in 2024, however after inspection, the vehicle remains in good working order and the purchase will be delayed until 2025. Staff recommend the $50,000 will be carried forward in the reserve, with actual purchase price likely to exceed $70,000.

Project Funding Source

	2024	2025
Levy		
Development Charges		
Equipment Reserve	$ 50,000	$ 20,000
Grants		
Other		

Project Objectives:

Safety

Asset Renewal

Maintain Level of Service

Capital Project Sheet: Roads Equipment

Mulcher/Flail

TOWNSHIP OF Southwold

Project Rating: Recommended

Project Overview:

In the past, the Township has regularly rented a roadside mulcher/flail to mow and mulch hard-to-reach areas with scrub and encroaching vegetation. Based on our historical and consistent yearly usage, our staff recommends acquiring this equipment rather than continuing to rent it. Owning this piece of equipment will lead to cost savings over its lifecycle when compared to recurring rentals.

Project Funding Source

	2024	2025
Levy		
Development Charges		
Equipment Reserve	$ 75,000	
Grants		
Other		

Project Objectives:

Fiscal Responsibility

Maintain Level of Service

Capital Project Sheet: Roads Equipment

Roadside Mower

TOWNSHIP OF Southwold

Project Rating: Critical

Project Overview:

The Township's existing roadside mower is nearing end of life; it has been plagued with maintenance issues and staff recommends its replacement.

Project Funding Source

	2024	2025
Levy		
Development Charges		
Equipment Reserve	$ 35,000	
Grants		
Other		

Project Objectives:

Asset Renewal

Maintain Level of Service →

Capital Project Sheet: Roads Facility

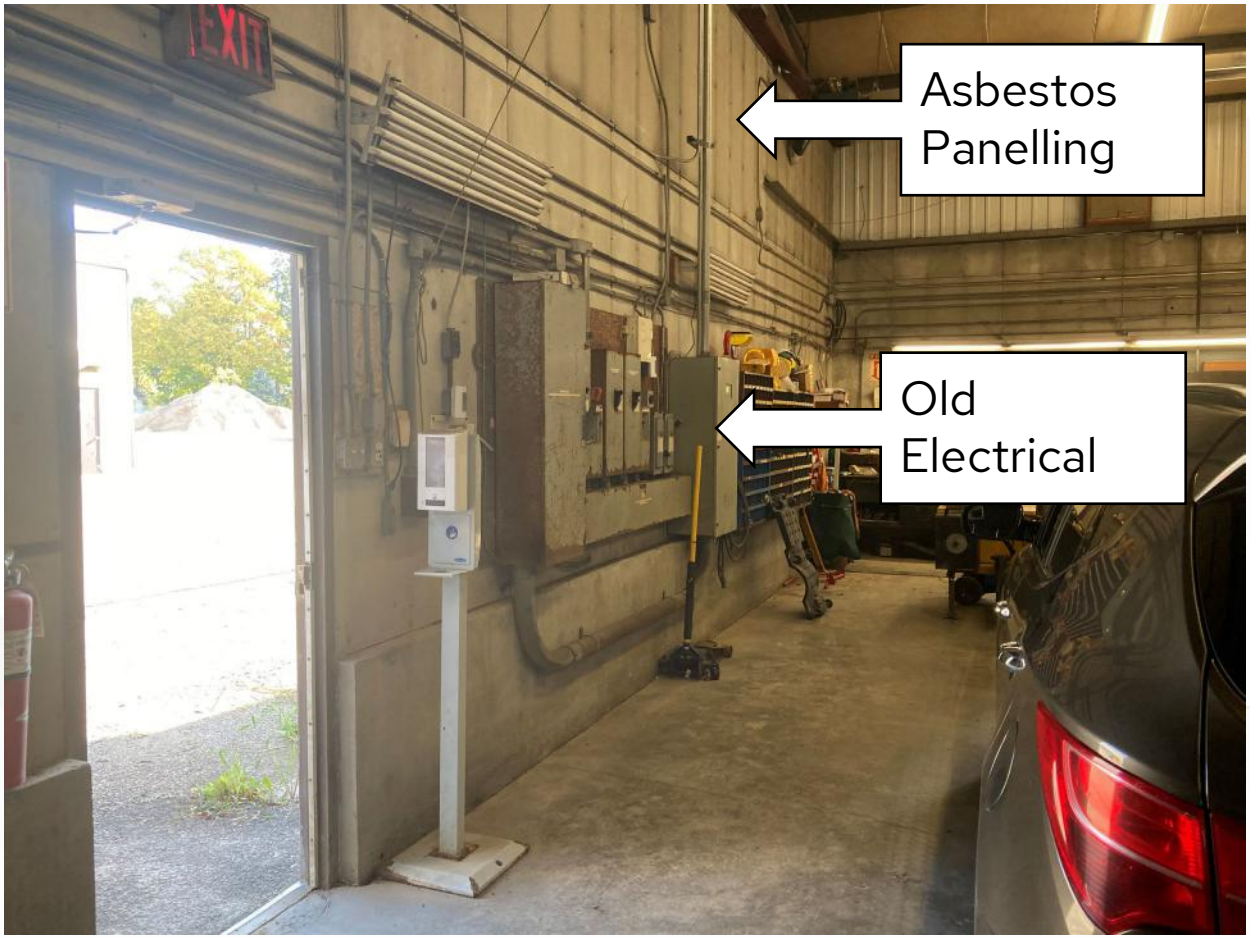
Existing Conditions

TOWNSHIP OF Southwold

- With growth expected in the community, the maintenance requirements will grow accordingly.
- The increased maintenance requirements will necessitate the addition of equipment and Staff
- The current public works garage struggles to meet the current needs of the community, with many vehicles stored outdoors and some stored offsite
- The current vehicle wash is insufficient, and Staff believe it is interconnected with the weeping bed, as there is a correlation between washing and the odor emanating in the office basement
- The building's current electrical system throws breakers consistently, not able to meet the demand
- The fueling depot is suffering from operational issues and requires investment
- Washroom, laundry and locker facilities are undersized for the current staffing compliment and the situation will worsen as more staff come online, the washrooms become inoperable in rain events
- Shop floor floods in rain events

Capital Project Sheet: Roads Facility

Existing Conditions



Capital Project Sheet: Roads Facility

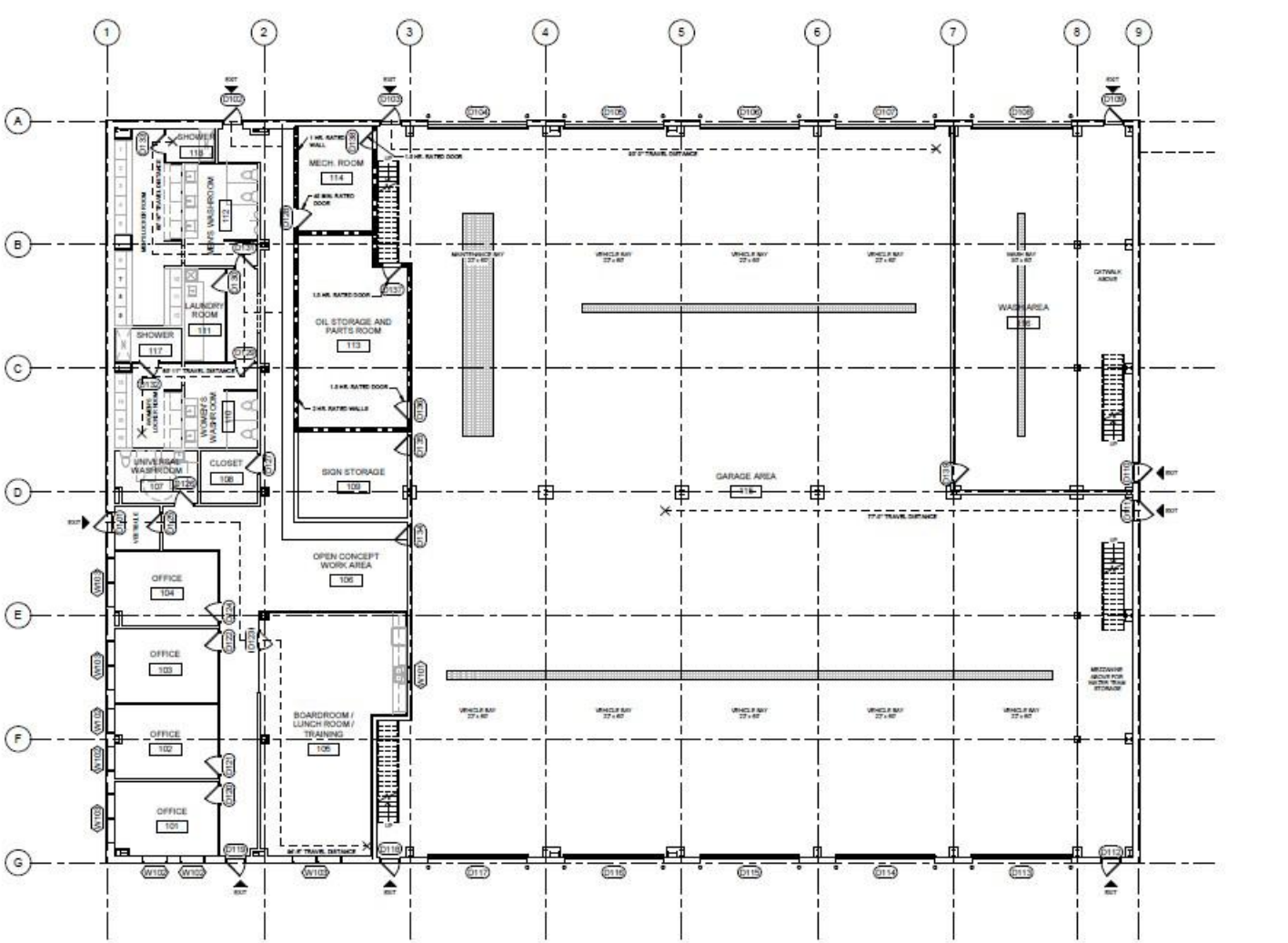
Existing Conditions

Sub-standard bathroom backs up in rain events

Capital Project Sheet: Roads Facility

New Facility Options – Original 10 Bay Shop

TOWNSHIP OF Southwold



Capital Project Sheet: Roads Facility

New Facility Options – Original 10 Bay Shop

TOWNSHIP OF Southwold

- Original Design Aims to Address the Requirements of the Public Works Team for the Lifecycle of the Building at 75 Years
- Class B Estimates Construction Costs at $8 million
- Capital Cost over the 75 years is estimated at $ 143,000 per year
- If the Township were to borrow $7 million at a 20-year term total capital cost, including cost of borrowing, is estimated at approximately $11 million

Pros:

- A one and done solution; if constructed now, Township Staff expect no further renovations or construction will be required for 75 years
- All equipment stored inside, room in the proposed offices for Staff additions
- Provides the department with a total of 15 bays as compared to the 10 available now
- Provides Water and Parks onsite space, instead of multiple sites

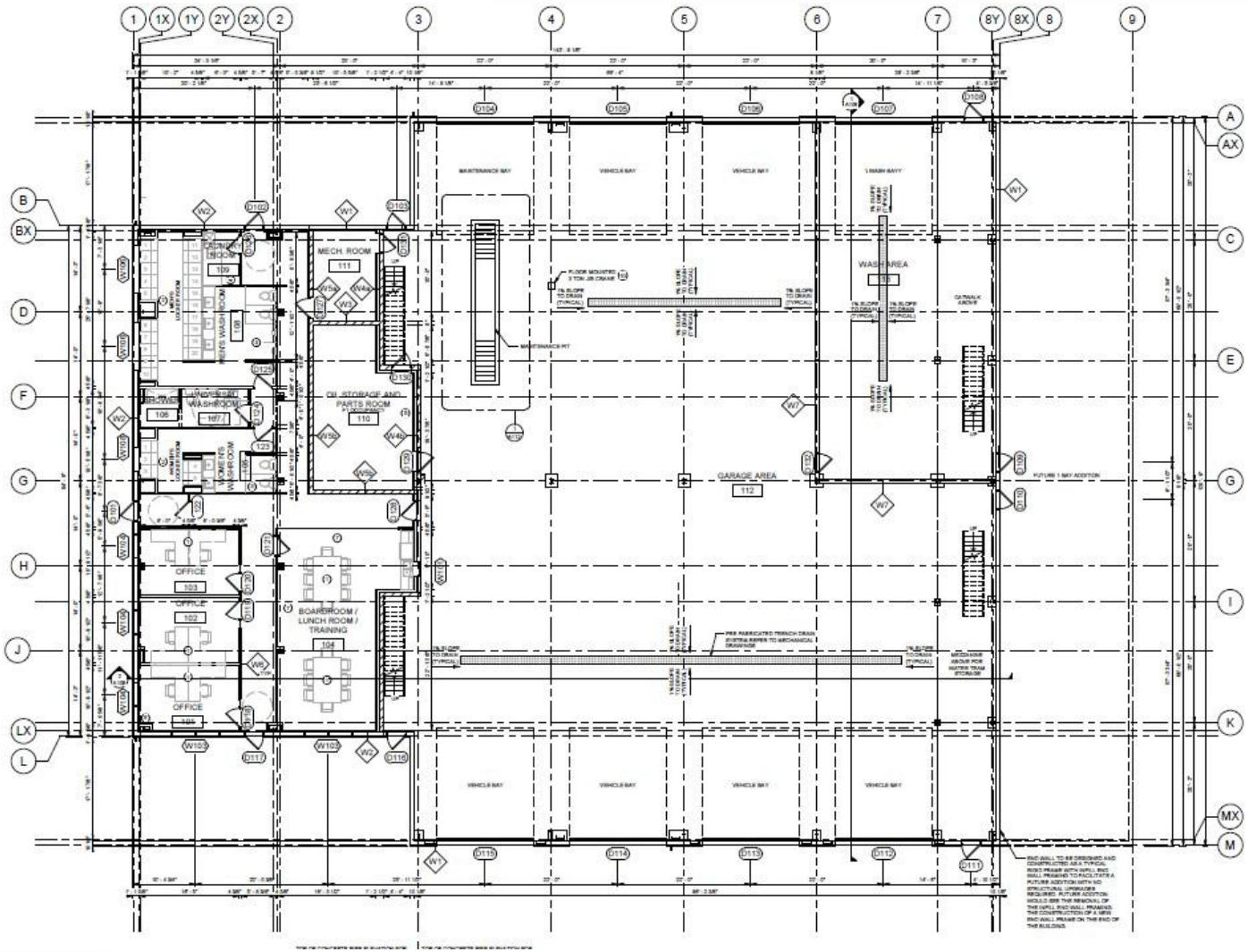
Cons:

- High Initial Capital Cost

Capital Project Sheet: Roads Facility

New Facility Options – 8 Bay Shop with Reduced Office

TOWNSHIP OF Southwold



Capital Project Sheet: Roads Facility

New Facility Options – 8 Bay Shop with Reduced Office

TOWNSHIP OF Southwold

- Meets the Immediate and Medium-Term Needs of the Township
- Addition of 2 bays expected around the 20-year mark.
- Class B Estimates Construction Costs at $6 million
- Capital Cost over the 75 years is estimated at $ 146,000 per year, given renovation costs required at year 20
- If the Township were to borrow $5 million at a 20-year term and $2.7 million at a 10-year term (borrowed at year 20) total capital cost, including cost of borrowing is estimated at $11.4 million

Pros:

- Meets the short and medium term needs of the Township
- Lower capital cost
- Provides 13 bays for use, an increase of 3 bays.
- Provides a space for water and parks, offsite storage still required for some roads equipment

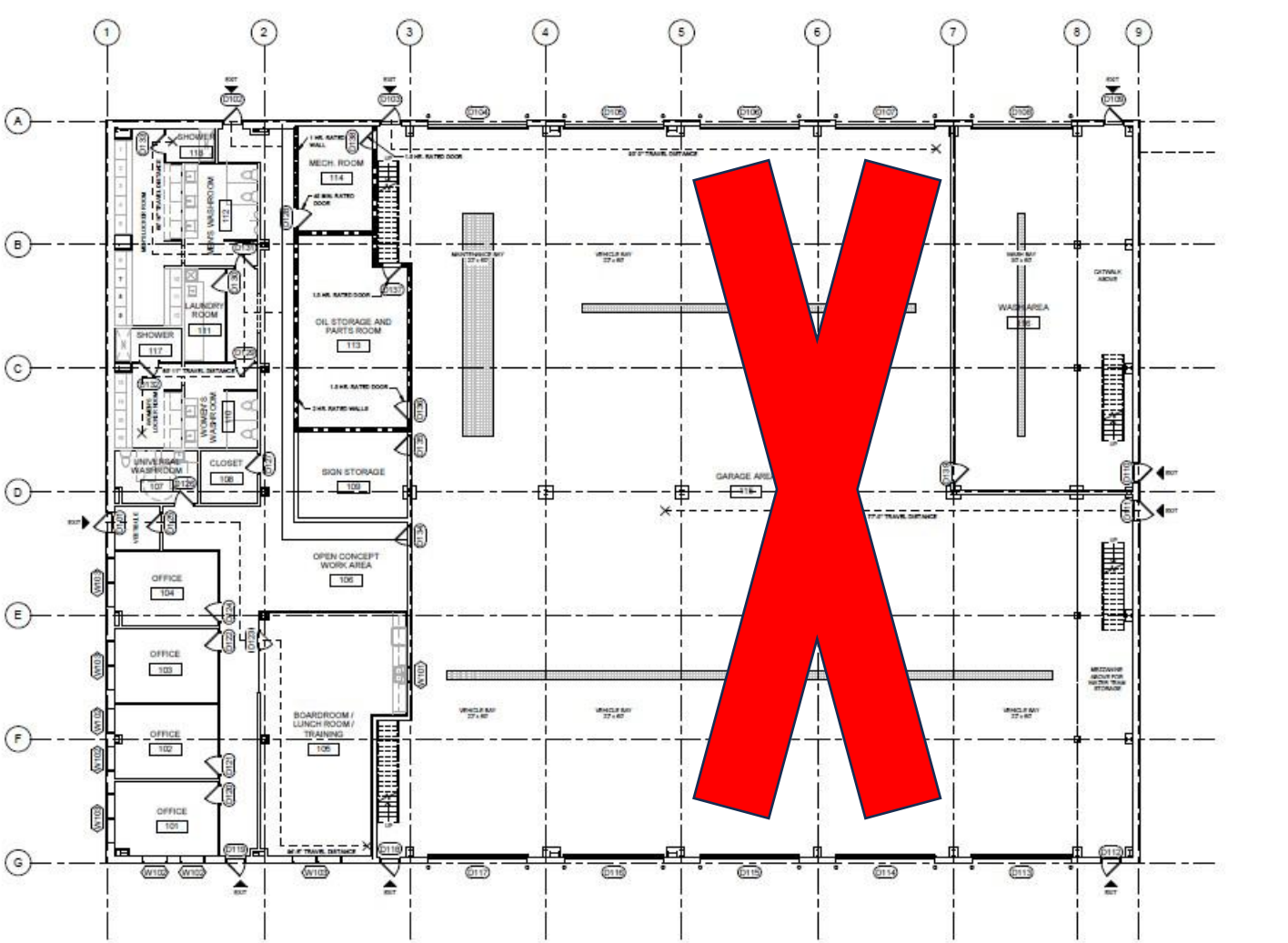
Cons:

- Staff expect a renovation to expand the shop and the office space would be required in the next 20 years

Capital Project Sheet: Roads Facility

New Facility Options – 6 Bay Shop with Original Office

TOWNSHIP OF Southwold



Capital Project Sheet: Roads Facility

New Facility Options – 8 Bay Shop with Original Office

TOWNSHIP OF Southwold

- Meets the Immediate Needs of the Township
- Addition of 4 bays expected in the 5 to 10-year mark.
- Estimated Construction Costs of $5.75 million
- Capital Cost over the 75 years is estimated at $ 127,000 per year
- If the Township were to borrow $4.75 million at a 20-year term and $ 1.8 million at a 10-year term (borrowed at year 7) total capital cost, including cost of borrowing is estimated at $9.5 million

Pros:

- Meets the near term needs of the Township
- Lowest capital cost
- Accommodates Staffing for full lifecycle
- Allows for Parks and Water to be onsite

Cons:

- Staff would expect to construct a duplicate of the existing large heated storage structure to add 4 bays to yard would be required in the next 5-10 years
- Not all equipment can be stored on one location

Capital Project Sheet: Roads Facility

New Facility Options – Financial Breakdown

TOWNSHIP OF Southwold

Financing	Option 1 10 Bay	Option 2 8 Bay Shop w 2 Bay and Office Addition		Option 3 8 Bay Shop w 4 Bay Addition	
			Addition:		Addition:
Principle	$ 7,000,000.00	$ 5,000,000.00	$ 2,709,166.85	$ 4,750,000.00	$1,806,111.23
Interest Rate	5%	5%	5%	5%	5%
Term	20	20	10	20	10
Starting Payment	1	1	1	1	1
Ending Payment	20	20	10	20	10
Total Interest Paid	$ 3,699,011.63	$ 2,642,151.16	$ 632,256.97	$ 2,510,043.60	$ 421,504.65
Yearly Payment	$ 561,698.14	$ 401,212.97	$ 217,390.59	$ 381,152.32	$ 144,927.07
Yearly Cost @ 75 Years	$ 142,653.49	$ 101,895.35	$ 44,552.32	$ 96,800.58	$ 29,701.55

Capital Project Sheet: Roads Facility

New Facility Options – Staff Recommendation

TOWNSHIP OF Southwold

- Based on the financial analysis of the 3 scenarios, Staff make the following recommendations
- Proceed with a 6-bay shop with the original Office/Staff Space design
- Utilize the private sector to realize savings through a design build RFP process. Allowing more freedom in design, layout and material selection, while still requiring a post disaster structure meeting the minimum layout requirements should result in the best value for product.
- Identify funding for future addition early and begin planning for its construction now to avoid a repeat of the current scenario
- Will result in new annual spending of approximately 400,000 per year for 20 years
- This borrow could decrease with use of recent land sales to fund some of the purchase, thereby reducing the borrow costs
- These costs could come down depending on the outcomes of the design build RFP.

Capital Project Sheet: Public Works

Summary of Capital Expenditures

TOWNSHIP OF Southwold

Project	Equipment Reserve	Development Charges	Green Lane Funding	Roads Facility
Sidewalk Plow	$ 80,000	$ 240,000		
Snowplow Replacement – 2011 Peterbilt	$ 270,000 (2025)		$ 185,000 (2025)	
Snowplow Replacement – 2009 Freightliner	$ 270,000		$ 185,000	
Light Duty Truck Replacement (2025)	$ 50,000			
Mulcher	$ 75,000			
Mower	$ 35,000			
Public Works Facility Engineering				$ 200,000
Public Works Facility Debt Servicing/Repayment				$ 400,000
2024 Budget Total:	$ 510,000	$ 240,000	$185,000	$ 390,000
2024 from 2023 Budget Totals:	$ 555,000	$ 0	$ 505,000	$ 600,000

TOWNSHIP OF SOUTHWOLD
Report to Council

MEETING DATE: October 23, 2023

PREPARED BY: Brent Clutterbuck, Drainage Superintendent

REPORT NO.: DRA 2023-07

SUBJECT MATTER: Bogart Drain 'C' 2023 Tender Results

Recommendation:
THAT Council of the Township of Southwold award the contract for the construction of the Bogart Drain 'C' 2023 to Robinson Farm Drainage Ltd. in the amount of 23,300.00 +HST and instructs the Mayor and Clerk to sign the tender contract.

Purpose:
To award the contract for the construction of the Bogart Drain 'C', 2023.

Background:
Tenders were promoted on the Township of Southwold website on Tuesday October 3, 2023. An email containing the tender form was sent to eleven (11) drainage contractors that same day who have bid in the past or have expressed interest in Township of Southwold municipal drainage tenders. The tender closed on Wednesday October 18, 2023 at 3:00pm. The extent of the work was for the construction of the Bogart Drain 'C' 2023, and was contained in the reports that forms part of Township of Southwold By-Law 2023-38. There were four (4) tenders submitted to the office by the closing deadline. The Engineer's estimate for the construction portion of this drain is $21,720.00 plus HST. The Tenders that we received back varied from approximately 107% to 157% of the Engineers estimate.

Comments/Analysis: Tender Results

Contractor	Tender Amount	Completion Date
AG Hayter Construction Ltd.	$ 28,575.00 +HST	Aug 31, 2024
McNally Excavating Inc.	$25,000.00 +HST	Dec. 31, 2024
Robinson Farm Drainage Ltd	$ 23,300.00+HST	May 15, 2024
VanBree Drainage and Bulldozing Ltd.	$ 33,800.00 +HST	Sept 30, 2024

Financial Implications:

The tender submitted by Robinson Farm Drainage Ltd. in the amount of 23,300.00 +HST is approximately 107.3% of the Engineer's estimate.

The Township of Southwold does not have any land assessed to this drain.

The final actual cost of the drain is dependant on the number of tile connections not noted on the plan. Any unforeseen circumstances encountered during construction may result in extra contingency costs.

Strategic Plan Goals:

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

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

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

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

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

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

Respectively Submitted by:
Brent Clutterbuck, Drainage Superintendent
"Submitted electronically"

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

TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: October 23, 2023

PREPARED BY: Josh Mueller, MCIP, Planner

REPORT NO: PLA 2023-30

SUBJECT MATTER: Zoning By-law Amendment Application ZBA 2023-09 – Recommendation Report

Recommendation:

THAT Council approve the proposed Zoning By-law Amendment Application ZBA 2023-09, in accordance with the site-specific By-law contained within Appendix Two of Report PLA 2023-30.

Purpose:

The proposed Zoning By-Law Amendment (ZBA) Application would rezone the retained parcel from Agricultural 1 (A1) Zone to Agricultural 3 (A3) Zone to prevent future residential development and ensure that the retained parcel continues to be utilized for agricultural purposes.

The severed parcel would be rezoned from Agricultural 1 (A1) Zone to Agricultural 1 Special Provision (A1-71) Zone to permit a maximum lot area of 0.89 Hectares (2.19 Acres) where 0.6 Hectares (1.48 Acres) is permitted.

This rezoning is a condition of Consent Application E67-23. Consent Application E67-23 was approved to sever a dwelling, excess to a farming operation.

Background:

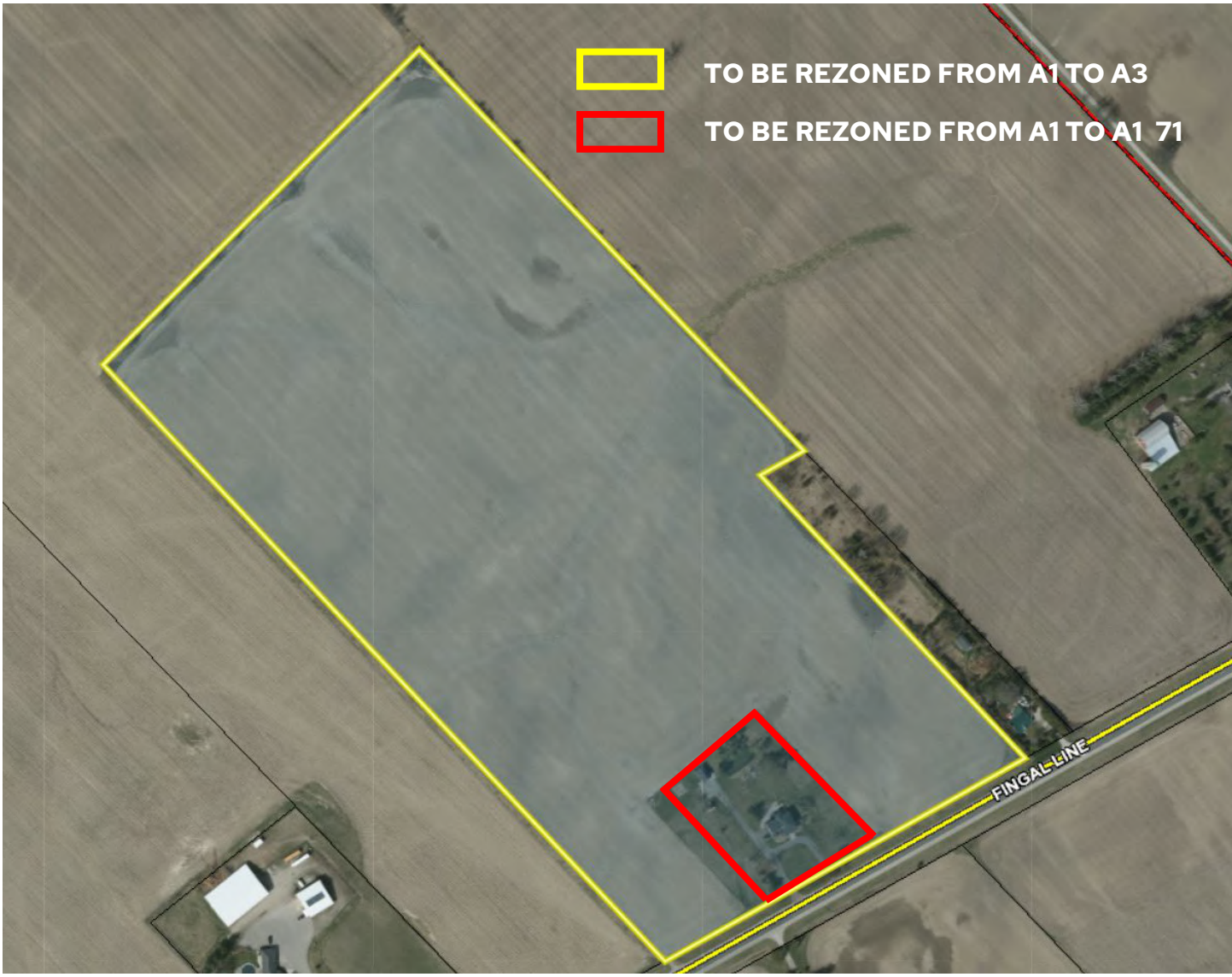
Below is background information, in a summary chart:

Application No.	ZBA 2023-09
Owners/Applicants	Deren & Brian Lyle
Agent	Deren Lyle
Legal Description	CON NTRE S PT LOTS 41, 42
Civic Address	39564 Fingal Line
Entrance Access	Fingal Line
Water Supply	Municipal Water
Sewage Supply	Privately owned and operated septic system

Severed Parcel **Retained Parcel**

Frontage	Depth	Area	Frontage	Depth	Area
81.6 m	119.4 m	0.89 ha	204.7 m	639.71 m	16.69 ha
267.71 ft	391.73 ft	2.19 ac	671.58 ft	2098.78 ft	41.24 ac

Figure 1: Subject Area Map (Not to Scale)



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

Planning Policy Review:
The planning analysis is summed up in the chart below.

Legislation	Section(s)	Relevance To Application	In Compliance
Provincial Policy Statement	2.3.4.1.c)	Residence surplus to a farming operation as a result of farm consolidation.	Yes Because this criteria will be satisfied
County of Elgin Official Plan	E1.2.3.4 b)	Lot is to be created to accommodate a habitable residence that has become surplus to a farming operation.	Yes Because this criteria will be satisfied
Township of Southwold Official Plan	7.23.4 e)	A habitable farm dwelling made surplus to the needs of a farm operation, as a result of farm consolidation.	Yes Because this criteria will be satisfied
Township of Southwold Zoning Bylaw	5.0 5.4	Rezone the retained parcel from Agricultural 1 (A1) Zone to Agricultural 3 (A3) Zone to prohibit future residential development. The severed parcel will be rezoned from Agricultural 1 (A1) Zone to Agricultural 1 Special Provision (A1-71) Zone to allow for an increase in maximum lot area.	No Need to rezone from A1 Zone to A3 Zone. And from A1 to A1-71

Circulation of the Application:

The application was circulated to the applicable commenting agencies and neighboring property owners within 120 meters of the subject lands on September 26, 2023 prior to the public meeting (minimum 20 days required).

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

Township Department Comments

No concerns were raised by any Township department.

KCCA Comments

Please accept this email as confirmation that staff of KCCA has reviewed the zoning bylaw amendment 2023-09 affecting 39564 Fingal Line and that based on our mandatory services and programs, we have no objection to its approval.

I can also confirm that the subject lands are not affected by natural hazard regulations enacted under the Conservation Authorities Act.
Thank you for the opportunity to comment.

Public Comments

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

Financial Implications:

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

Strategic Plan Goals:

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

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

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

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

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

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

Summary/Conclusion:

Therefore, it is Planning Staff's opinion that the proposed Zoning By-law Amendment is consistent with the PPS, conforms to the CEOP and conforms to the OP; and recommends that the request for the Zoning By-law Amendment be approved, subject to no concerns being raised through any oral and written submissions.

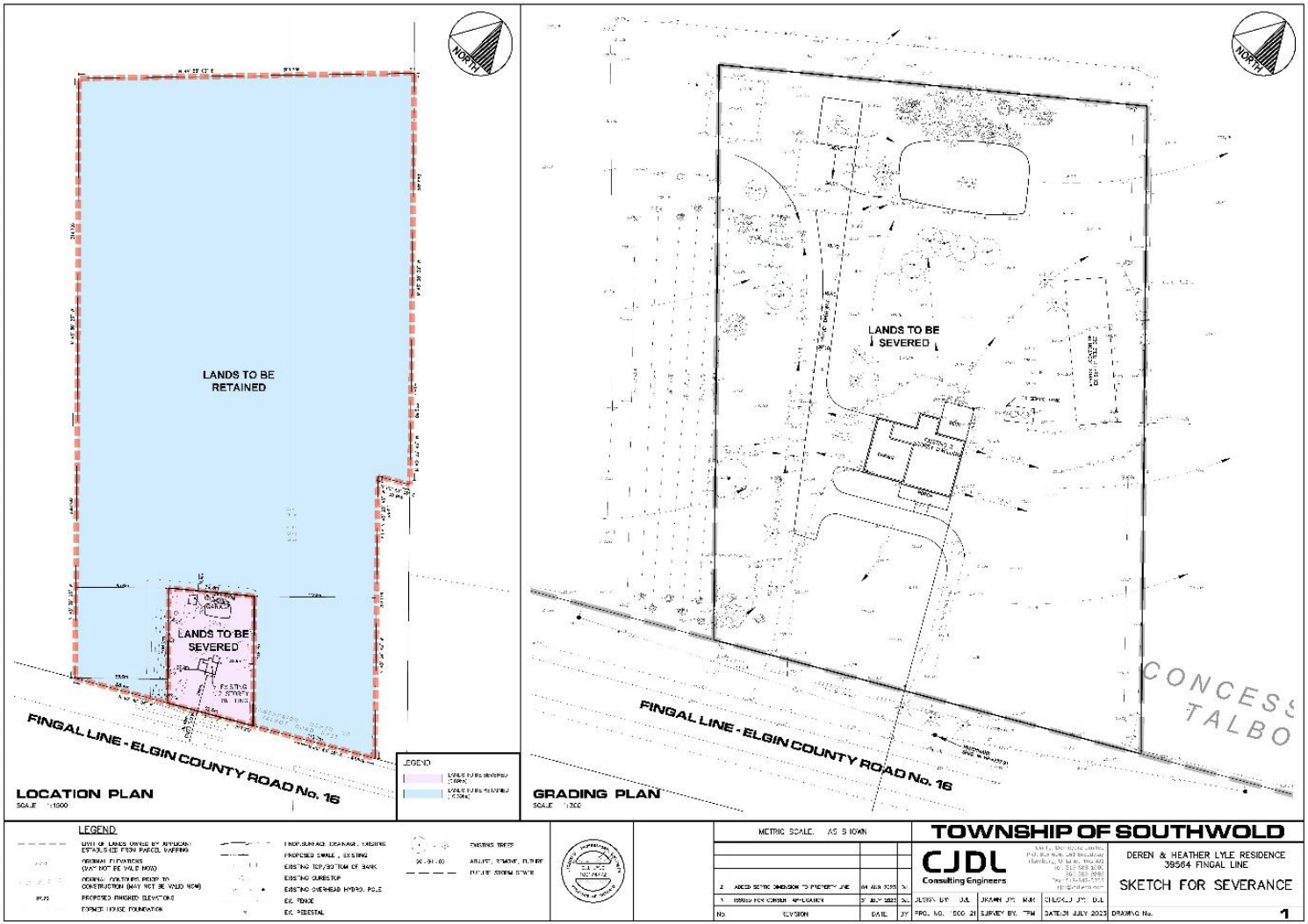
Once a Council decision is made, a notice will be sent to those who have requested a copy and/or attended the public meeting. There will be a 20 day appeal period after the Notice is sent out. Any appeals received by the Township of Southwold will be forwarded to the Ontario Land Tribunal (OLT) for a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

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

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

1. Appendix One: ZBA 2023-09 Sketch
2. Appendix Two: ZBA 2022-09 Zoning By-law Amendment

Appendix One: Site Plan Sketch



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2023-xx

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

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

1. By-Law No. 2011-14, as amended, is further amended by amending Schedule 'A', Map 7, to change the zone symbol applying to lands legally described as CON NTRE S PT LOTS 41, 42 and municipally as 39564 Fingal Line shown on Schedule "A", attached hereto and forming part of this By-law, from Agricultural 1 (A1) Zone to Agricultural 3 (A3) Zone.

2. Subsection 5.4 Special Provisions of the By-law is amended by adding the following new Clause as 5.4 (bs):

   "(br) A1-71 As shown on Schedule A, Map 7

   (i) Regulation

   - Maximum Lot Area 0.89 ha (2.19 ac.)

3. (a) If no notice of appeal to this By-law is filed with the Clerk of the Corporation of the Township of Southwold within the time prescribed by the regulations, this By-law shall thereupon come into force and shall take effect from the date of its final passing.

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

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND FINALLY PASSED THIS 23RD DAY OF OCTOBER 2023.

_____

Mayor
Grant Jones

_____

CAO/Clerk
Lisa Higgs

TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: October 23, 2023

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

REPORT NO: ENG 2023-53

SUBJECT MATTER: OCWA Sanitary Change Order

Recommendation(s):

THAT Council receive report 2023-53 OCWA Sanitary Change Order for information and,

THAT Council approve OCWA Change Order titled Talbotville Wastewater Treatment – Increased Scope & Labour Hours with a yearly fee of $99,899.

Purpose:

This report seeks Council's approval for the proposed yearly operating fee adjustment to $99,899 by the Ontario Clean Water Agency (OCWA).

Background:

The Ontario Clean Water Agency (OCWA) serves as the Overall Responsible Operator (ORO) for the Township's water and sanitary systems, as authorized by Township By-Law 2020-23. This agreement outlines OCWA's duties and responsibilities as the Township's operator. As part of this agreement, OCWA operates the Township's wastewater treatment plant in Talbotville for an annual fee of $35,979. The annual fee covers day-to-day operations, including chemical dosing, flow monitoring, maintenance logs, sampling, reporting, and preventive maintenance. Activities not covered by the annual fee generally involve intermittent or unexpected tasks, and supplies, such as utilities, generator fuel, replacement parts, and sludge removal. Sludge removal was not included because the sludge press was not activated initially, due to insufficient flow. A complete list of items not included in the annual fee can be found in the attached by-law, labeled as Appendix A. Schedule 'G' of the agreement, provides the option to review operations and the yearly fee when the plant reaches 40% of its design capacity or 200 cubic meters of daily flow.

On Monday, September 11, 2023, Township Staff attended a meeting with OCWA Staff, during which they were informed that the plant had reached the contract review trigger of 40%. This, combined with the recent activation of the sludge press, prompted OCWA

to reassess its operational commitments at the plant. OCWA indicated that due to increased flows and the need for the sludge press operation, they would need to allocate more time and resources to run the plant, resulting in an annual fee increase to $99,899. They estimate an additional 18 hours will be required to operate the plant, primarily for running the sludge press, changing the interceptor nets, and implementing operational changes involving new membranes. OCWA also mentioned that with the sludge press in operation, hauling activities would no longer be necessary, potentially saving the Township approximately $15,000 to $20,000 annually. Staff reviewed invoices, and the second-quarter sludge hauling for this year amounted to $26,185.85. Staff are cautiously optimistic that the operation of the sludge press will result in significant savings. However, it should be noted that disposing of pressed sludge cakes will incur costs, estimated at roughly $3,600 annually, depending on the frequency of collection and volume. Increased costs for operating the new membranes may be offset by performance enhancements. Based on records, if the upgrades allow the plant to reach it's design daily maximum, controlling a single by-pass event could result in savings exceeding $40,000 (a similar high flow event in February resulted in over $45,000 in hauling costs).

Financial Implications:

The increased operating costs will be funded from the Sanitary Reserve. These additional costs can be recovered through the review and adjustment of sanitary user fees. The change order, at face value, results in an increased operational cost of $63,920. However, this does not account for potential realized savings, as estimated by Staff. It is important to exercise caution when relying on these savings until sufficient operational data provides accurate insight into their realization.

Conclusion:

Based on the above, and the Township's contractual obligations, Staff recommend approval of the increased annual fee to operate the Talbotville Wastewater Treatment Plant. Staff will continue to monitor the performance and associated costs of the plant to understand the net financial impact of the change order. Operational reviews of both the wastewater and water systems will be conducted to ensure that Council is provided with the best information and available options to deliver critical services in the most cost-effective manner possible.

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:
Lisa Higgs, CAO/Clerk
"Approved electronically"

THE CORPORATION OF TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2020-23

Being a By-Law to amend by-laws 2015-61 and 2019-40, being a by-law to authorize an agreement with Ontario Clean Water Agency (OCWA) for the operation and maintenance of the Southwold Water Distribution System and the Talbotville Wastewater Treatment Plant.

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

1. That the Corporation of the Township of Southwold enter into an agreement of which a true copy is attached to this By-Law as Schedule "A".

2. That By-laws 2015-61 and 2019-40 as amended and that By-law 2020-23 is hereby effective January 1, 2021.

3. That the Mayor and Clerk are authorized to execute the said agreement on behalf of and under the seal of the Corporation of the Township of Southwold.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND FINALLY PASSED THIS 14th DAY OF APRIL, 2020.

Mayor
Grant Jones

Katherine Thompson

Clerk
Katherine Thompson

SERVICES AGREEMENT

BETWEEN

ONTARIO CLEAN WATER AGENCY

A N D

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

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SERVICES AGREEMENT

THIS AGREEMENT effective as of the 1st day of January, 2021(the "Effective Date"),

B E T W E E N

ONTARIO CLEAN WATER AGENCY/AGENCE ONTARIENNE DES EAUX, a corporation established under the *Capital Investment Plan Act, 1993*, c.23, Statutes of Ontario.

("OCWA")

A N D

THE CORPORATION OF THE TOWNHIP OF SOUTHWOLD

(the "Client")

RECITALS

(a) OCWA is in the business of providing management, operations and maintenance services for water and wastewater facilities.

(b) The Client is the owner of the Talbotville Wastewater Treatment Plant & Collection System, and the Southwold Water Distribution System, more particularly described in Schedule A (the "Facilities").

(c) The Client wishes to retain the services of OCWA to operate and maintain the Facilities in accordance with the provisions of this agreement (the "Agreement").

(d) The Client and OCWA (collectively, the "Parties" and each a "Party") are entering this Agreement to set out their respective rights and obligations with respect to the management, operation and maintenance of the Facilities.

(e) The Council of the Client on the 1 day of April, 2020 passed By-Law No. 2020-23 authorizing the Client to enter into this Agreement.

NOW THEREFORE in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration the receipt and sufficiency of which is hereby irrevocably acknowledged, the Client and OCWA agree as follows:

ARTICLE 1 - INTERPRETATION

Section 1.1 - Definitions

In this Agreement, definitions are set out in Schedule B, or within applicable provisions as indicated.

ARTICLE 2 - RESPONSIBILITIES OF OCWA

Section 2.1 - Retention of OCWA

(a) The Client retains OCWA to provide management, operation and maintenance services, as described in Schedule C to this Agreement, in respect of the Facilities (the "Services").

(b) The Client acknowledges and agrees that for the purposes of Section 449 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, OCWA is an agent of the Client.

Section 2.2 - Performance of Services

(a) OCWA shall deliver the Services in compliance with all applicable Environmental Laws, except as described in Paragraphs 2.2(b) and (c) below and in any of the following circumstances:

(i) the Client not making the Major Maintenance Expenditures and/or not undertaking the Capital Projects reasonably recommended by OCWA as per Section 4.6 and Section 4.7 herein;

(ii) failure of the Client to meet its responsibilities specified in this Agreement;

(iii) failure of any equipment at the Facilities, unless the failure is due to OCWA's negligence;

(iv) the water transmitted to the water treatment Facilities for treatment contains contaminants or pathogens which cannot be treated or removed by the Facilities treatment processes;

(v) the quantity or quality of water transmitted to the water treatment Facilities exceeds the Facilities' design or operating capacity;

(vi) the wastewater transmitted to the wastewater treatment Facilities for treatment contains contaminants or other substances which cannot be treated or removed by the Facilities treatment processes;

(vii) the wastewater transmitted to the wastewater treatment Facilities for treatment does not meet the requirements of the Client's sewer use by-law or any Environmental Law;

(viii) the quantity or quality of wastewater transmitted to the wastewater treatment Facilities exceeds the Facilities' design or operating capacity;

(ix) unavailability of approved lands for the application of sludge.

(b) OCWA may temporarily cease to provide or reduce the level of provision of Services in the event of an emergency, a breakdown or any Uncontrollable Circumstance. OCWA shall, when practicable, try to give the Client reasonable advance notice of any such occurrence.

(c) Notwithstanding any other provision of this Agreement, delay in the performance of, or a failure to perform any term of this Agreement by OCWA, shall not constitute default under this Agreement or give rise to any claim for damages suffered by the Client if and to the extent caused by occurrences or circumstances beyond the reasonable control of OCWA (an "Uncontrollable Circumstance"), including but not limited to any circumstances set out in Paragraph 2.2(a), decrees of government, acts of God (including but not limited to hurricanes, tornadoes, floods and other weather disturbances), sabotage, strikes, lockouts and other industrial disturbances, insurrections, war, civil disturbances, pandemics, riots, explosions, fire and acts of third parties.

(d) The Client recognizes that in an emergency situation or where an Uncontrollable Circumstance exists, OCWA's primary concern will be to use all reasonable efforts to maintain the Facilities in compliance with Environmental Laws and that OCWA may be required to correct a deficiency or deal with the emergency situation without obtaining the Client's prior approval. Should such a situation arise, OCWA shall advise the Client as soon as reasonably possible and shall provide as much information as possible to the Client and will work with the Client to ensure the emergency situation is appropriately addressed.

Section 2.3 - <u>OCWA as Independent Contractor</u>

In performing the Services, OCWA shall be acting as an independent contractor and only to the extent and for the specific purposes expressly set forth herein. Neither OCWA nor its employees, agents or subcontractors shall be subject to the direction and control of the Client, except as expressly provided in this Agreement.

Section 2.4 - <u>Authorized Representatives</u>

Each of OCWA and the Client shall be entitled to designate in writing to the other, one or more individuals who shall be authorized to represent it in connection with the day-to-day administration of the provisions of this Agreement (the "Authorized Representative(s)"). Each of the Parties shall be entitled to rely on the acts and approvals given by the other Party's

Authorized Representative until such time as it receives a written notification of change of the other Party's Authorized Representative.

Section 2.5 - Indemnification of the Client

(a) OCWA shall exonerate, indemnify and hold harmless the Client, its directors, officers, employees and agents from and against Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Client to the extent that such Claim is solely attributed to OCWA's negligence or willful misconduct when performing the Services, except where such Claim is due to an Uncontrollable Circumstance or to a condition of the Facilities which existed prior to OCWA's commencement of the Services (a "Pre-existing Condition"), including but not limited to those listed in Schedule F. Such Pre-existing Conditions shall be the ongoing responsibility of the Client. OCWA, in providing these Services, is not responsible, accountable or liable, in any way, for Pre-existing Conditions, either directly or indirectly.

(b) The Client shall be deemed to hold the provisions of this Section 2.5 that are for the benefit of the Client's directors, officers, employees and agents in trust for such directors, officers, employees and agents as third party beneficiaries under this Agreement.

(c) Notwithstanding Paragraph 2.5(a) above, OCWA shall not be liable in respect of any Claim to the extent the Claim is covered by the Insurance.

(d) Claims by the Client for indemnification from OCWA will follow the Indemnification Process as described in Schedule B.

Section 2.6 - Waiver of Consequential Damages

In no event shall the Parties be liable to each other, and each Party specifically waives as against the other, any and all claims for consequential, incidental, indirect, special or punitive damages resulting in any way from performance or non-performance of this Agreement, whether such damages are characterized as arising under breach of contract or warranty, tort (including negligence), fault, strict liability, indemnity, or other theory of legal liability.

Section 2.7 - Insurance

(a) OCWA shall maintain, subject to reasonable availability, insurance coverage as described in Schedule E to this Agreement (the "Insurance") and the Client shall be an additional insured under the Commercial General Liability and Contractor's Pollution Liability insurance. The Client acknowledges that, given the unpredictability of the insurance market, deductibles and coverage limits may not be available (or may not be reasonably priced) from year to year. Insurance coverage is reviewed annually and the Client will be notified if there is a change in coverage or price increase.

(b) The Client specifically recognizes and agrees that neither OCWA nor the Crown bears any responsibility for the Pre-existing Condition(s) of the Facilities. As such, OCWA is

not required to obtain insurance for this purpose and the Client has or will obtain its own insurance.

(c) The Client shall be responsible for securing its own insurance for any other operations with which it is involved that are not part of the Services. The Client acknowledges that OCWA's Commercial General Liability and Contractor's Pollution Liability insurance shall not extend to cover any claims, exposure or liability beyond those directly linked to the provision of Services by OCWA staff. The Client further acknowledges that it will have no recourse under OCWA's Commercial General Liability and Contractor's Pollution Liability insurance for any operations that do not form part of the Services.

(d) In the event of a claim under the Insurance, the payment of deductibles is as specified in Schedule E.

(e) No later than thirty (30) days following the Effective Date of this Agreement, the Client will provide certificates of insurance for its property and boiler and machinery insurance policies to OCWA. The insurance coverage for both policies should be on a full replacement cost basis. OCWA will be named as an additional insured on both policies.

(f) The policies of insurance obtained by the Client in connection with this Agreement shall be primary, notwithstanding other insurance obtained and maintained by OCWA.

ARTICLE 3 - RESPONSIBILITIES OF THE CLIENT

Section 3.1 - Obligations of the Client

(a) The Client has the full power and authority to enter into and perform its obligations under this Agreement.

(b) The Client has passed all necessary By-Laws and has obtained all necessary Authorizations to enable it to enter into and perform its obligations under this Agreement and to operate the Facilities, (including, without limitation, any Authorizations required from the Local Planning Appeal Tribunal and the Ministry of the Environment, Conservation and Parks (MECP)), and the Authorizations are in good standing.

(c) The Client has provided OCWA with a true copy of each of the Authorizations referred to in Paragraph 3.1(b) above prior to the date of this Agreement, including a certified copy of each municipal By-Law required to authorize the Client to enter into and perform its obligations under this Agreement.

(d) As the owner of the Facilities, the Client is fully aware of its responsibilities and obligations regarding the operation and maintenance of the Facilities under Applicable Laws, including without limitation its responsibilities under the *Safe Drinking Water Act, 2002* (the "SDWA"), the *Ontario Water Resources Act* and the *Occupational Health and Safety Act* (the "OHSA") and their regulations.

(e) The Client confirms that there are no Pre-existing Conditions existing at the Facilities which would affect OCWA's ability to operate the Facilities in compliance with the terms of this Agreement and Applicable Laws, other than what is listed in Schedule F. The Client acknowledges and agrees that the Client shall be responsible for addressing such Pre-existing Conditions.

(f) The Client confirms that as of the date of execution of this Agreement, to the best of the Client's knowledge, the Facilities are in compliance with all Applicable Laws.

(g) The Client is not aware of the presence of any designated substances as defined under the *Occupational Health and Safety Act* (the "OHSA") at the Facilities. The Client acknowledges and agrees that it is responsible for dealing with the designated substances (including but not limited to asbestos and lead) in accordance with the OHSA and its regulations and to notify OCWA of the location of any designated substances in the Facilities.

Section 3.2 - <u>Covenants of the Client</u>

The Client hereby covenants the following for the benefit of OCWA:

(a) The Client agrees to promptly pay all amounts owing to OCWA under this Agreement as they become due, including any interest charges on late payments as determined under Section 4.9.

(b) The Client agrees to promptly provide OCWA with any information relating to the Facilities which could have a bearing on the provision of Services by OCWA, including but not limited to any engineering report prepared in respect of the Facilities, any Authorization or amendment to any Authorization, as well as any governmental notice or order relating to the Facilities.

(c) The Client agrees to commit the necessary resources to appropriately address and comply with any such reports, Authorizations, notices or orders.

(d) The Client shall repair, maintain and keep in a good working state, in accordance with good engineering practices and the standards reasonably applicable to an owner of a like facility, all water works that belong to or are under the control of the Client and that distribute water from the Facilities.

(e) The Client shall repair, maintain and keep in a good working state, in accordance with good engineering practices and the standards reasonably applicable to an owner of a like Facility, all wastewater works that belong to or are under the control of the Client and that collect and transmit wastewater to the Facilities.

(f) The Client agrees to promptly commit the necessary resources to appropriately address any health and safety issues identified by OCWA which are the responsibility of the Client.

(g) The Client shall take reasonable steps to ensure that wastewater transmitted to the Facilities complies with the Client's sewer use by-law and any Environmental Laws. If requested by OCWA, the Client shall provide OCWA with copies of the Client's inspection reports (sewer usage, cross-connections, sump pump connections), if available.

Section 3.3 - <u>Exoneration and Indemnification of OCWA</u>

(a) Subject to Paragraph 3.3(c) below, the Client shall exonerate, indemnify and hold harmless OCWA, its directors, officers, employees and agents and Her Majesty the Queen in Right of Ontario, as represented by the Minister of the Environment, Conservation and Parks and all directors, officers, employees and agents of the Ministry of the Environment, Conservation and Parks (collectively referred to as the "Indemnified Parties") from and against any and all Claims which may be suffered or incurred by, accrue against, or be charged to or recoverable from any one or more of the Indemnified Parties that is solely attributed to the Client's negligence or willful misconduct.

(b) OCWA shall be deemed to hold the provisions of this Article 3 that are for the benefit of OCWA's directors, officers, employees and agents and the other Indemnified Parties as defined above, in trust for all such Indemnified Parties as third party beneficiaries under this Agreement.

(c) Claims by OCWA for indemnification from the Client will follow the Indemnification Process as described in Schedule B.

(d) Notwithstanding Paragraph 3.3(a) above, the Client shall not be liable in respect of any Claim:

    (i) to the extent that such Claim is covered by the Insurance; however, the Client shall be responsible for any deduction or self-insured retention amount in accordance with Schedule E; and

    (ii) to the extent that such Claim is caused solely by OCWA's negligence or willful misconduct in providing the Services.

<u>ARTICLE 4 - TERM, PAYMENT FOR SERVICES AND OTHER CHARGES</u>

Section 4.1 - <u>Initial Term of Agreement</u>

This Agreement shall start on the Effective Date and shall continue in effect for an initial term of five (5) years, ending on December 31, 2025 (the "Initial Term") and then may be

renewed for successive five (5)-year terms (each a "Renewal Term") upon agreement between the Parties, subject to Sections 4.3 and 6.1 of this Agreement.

Section 4.2 - Annual Price for the Initial Term

Subject to any adjustments made pursuant to other provisions of this Agreement, the Client shall pay OCWA a price for the Services for each Year of the Initial Term as described in Schedule D.

Section 4.3 - The Annual Price in Renewal Terms

The Annual Price for any Renewal Term will be as agreed between the Client and OCWA. If the Parties cannot agree on the Annual Price for any Renewal Term within six (6) months of the beginning of the last Year of either the Initial Term or the Renewal Term, as the case may be (the "Current Term"), then this Agreement will be terminated twelve (12) months after the last day of the Current Term unless the Parties mutually agree to extend the term of the Agreement. During this twelve (12) month period or mutually agreed upon extension period, the Client shall pay the Annual Price paid for the last Year of the Current Term, plus an adjustment for inflation calculated as described in Schedule D, pro-rated over that period.

Section 4.4 - Payment of the Annual Price

The Client shall pay OCWA the Annual Price for each Year of the Initial Term or any Current Term, in twelve (12) equal monthly payments, in advance, on the first day of each month. The first payment shall be due and payable on January 1, 2021. Payment shall be made by the Client by pre-authorized bank debit from a bank account designated by the Client.

Section 4.5 - Items Not Included in the Annual Price

The Annual Price, as further described in Schedule "D", for each Year of the Initial Term and any Renewal Term, covers all charges for the Services, but does not include any charges for the following:

a) any Capital Projects (as defined in Paragraph 4.7(a) below) or costs resulting from any failure of the Client to implement reasonably recommended Major Maintenance Expenditures;

b) costs or charges for services resulting from a Change in Applicable Laws;

c) Unexpected Expenses (as defined in Paragraph 4.8(a) below);

d) Hydro/Utility costs;

e) charges for any Optional Services that are provided by OCWA to the Client;

f) costs and charges associated with providing and/or maintaining continuous monitoring technology (SCADA technology) used in respect of the Facility;

g) sludge removal;

h) chemical associated with the WWTP;

i) generator fuel;

j) generator servicing;

k) annual calibration of the gas monitoring equipment in the screenings room, and any other associated calibration of wastewater assets;

l) in house lab equipment;

m) lab analysis;

n) costs associated with the replacement of U.V. bulbs;

o) flow verification of raw and effluent meters;

p) shipping costs;

q) annual inspection of the lifting equipment in the membrane room;

r) costs associated with reports related to Air ECA # 5365-APFQM7;

s) equipment/parts required for repair/replacement;

t) costs for grit and screening bin including burlap bags;

u) any costs arising from a significant increase in flows, as set out in Schedule G to this Agreement.

Section 4.6 - <u>Major Maintenance Expenditures</u>

(a) "Major Maintenance Expenditures" means the charges for all non-routine, non-repetitive activities, repair or replacement of machinery or equipment required for the continuity of operations, safety, and operating performance of the Facilities that are necessary to prevent or correct a failure of any component of the equipment which is not included as part of Routine Maintenance including labour charges, together with the Service Fee or fixed fee basis.

(b) No later than October 31st of each Year this Agreement is in force, or a date as the Parties may agree in writing, OCWA will provide the Client with rolling six (6)-year

recommendations for Major Maintenance Expenditures required for the long term operation of the Facilities. The Client's written approval of the estimate or revised estimate, in the form set out in Schedule "I", authorizes OCWA to incur the Major Maintenance Expenditures included in the estimate (the "Approved Major Maintenance Expenditures").

(c) OCWA will invoice the Client for the Approved Major Maintenance Expenditures together with supporting documentation and the Client shall pay the invoice within thirty (30) days of the date of invoice.

(d) OCWA will not be required to obtain the prior approval of the Client for any Major Maintenance item costing less than $2,000.00.

Section 4.7 - <u>Capital Projects</u>

(a) "Capital Projects" means changes and improvements to the Facilities which include the installation of new technology, improvements to the efficiency, performance and operation of the Facilities, replacement of major pieces of equipment, structural modifications to the Facilities and the construction and commissioning of new Facilities.

(b) During the term of this Agreement, the Client may request OCWA to undertake Capital Projects for the Client. The terms and conditions of such Capital Projects including the fee shall be negotiated by OCWA and the Client.

Section 4.8 - <u>Unexpected Expenses</u>

(a) "Unexpected Expenses" means unanticipated expenditures or additional costs which may include Major Maintenance Expenditures in addition to the Approved Major Maintenance Expenditures, that OCWA reasonably incurs in order to address a Change in Applicable Laws, any Uncontrollable Circumstance, any work required by regulatory order (e.g. MECP or MOL) or identified through an inspection (e.g. ESA, MECP, MOL) that is not solely the result of OCWA's negligence in performing the Services or any other emergency situation, together with the Service Fee.

(b) In the event that OCWA is required to incur Unexpected Expenses, the prior approval of the Client with respect to those Unexpected Expenses will be required only if time permits. Within ten (10) days of incurring the Unexpected Expenses, OCWA will provide the Client with a report detailing the reasons the Unexpected Expenses were incurred.

(c) Any Unexpected Expenses will be invoiced to the Client together with appropriate supporting documentation, and the Client shall pay the invoice within thirty (30) days of the date of the invoice.

(d) In the event that OCWA is required to incur Unexpected Expenses, OCWA will not be required to obtain the prior approval of the Client for any Major Maintenance Expenditure item costing less than $2,000.00.

Section 4.9 - Interest on Late Payments

(a) **Monthly Payment of Annual Fee.** If the Client's monthly payment of the Annual Fee is not available in OCWA's designated bank account on the agreed to date of payment, OCWA will notify the Client that the funds were not available. Interest will be charged to the Client starting from the day after the payment was due in the account. Interest shall be paid at a rate determined by the Minister of Finance, from time to time, as payable on overdue accounts, in accordance with the Lieutenant Governor in Council under s.10(4) of the *Financial Administration Act*, R.S.O. 1990, c.F.12, plus any banking charges and an administrative fee.

(b) **Other Invoices.** Invoices, other than for the monthly payment set out in Section 4.8(a) above, shall be paid no later than thirty (30) days from the date of the invoice and interest shall begin to accrue one (1) day after the payment is due.

Section 4.10 - Partial Payment of Disputed Invoices

If the Client disputes any portion of an invoice, the Client shall pay to OCWA the undisputed portion of the invoice by the due date set out herein and provide OCWA with written notice of such dispute by the due date. Failure to provide such written notice of any such dispute will act as a waiver of any defence or justification for failing to pay the full amount of the invoice by the due date. Within ten (10) days of resolution of the disputed amount, the Client shall pay to OCWA all amounts determined to be payable to OCWA, plus interest in accordance with Section 4.9(a).

Section 4.11 - Hydro Costs/Utility Costs

OCWA is not responsible for paying any Hydro/Utility Costs in respect of the Facilities. The Client shall pay all Hydro/Utility Costs.

Section 4.12 - Optional Services

(a) If requested by the Client, OCWA may provide Optional Services to the Client by Change Order as set out in Schedule H, provided that the Client and OCWA agree in writing to the specific scope of work required.

(b) Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis as described in Schedule D.

(c) Once OCWA has agreed to provide Optional Services to the Client, the Optional Services shall be subject to the terms and conditions of this Agreement, with any necessary changes having been made.

(d) The labour and mileage rates described in Schedule D will be reviewed annually by OCWA and may be subject to change. Notice of fee changes will be provided in writing to the client at least 30 days prior to these changes.

Section 4.13 - Changes to the Agreement

(a) A Change to the Agreement may be carried out after execution of this Agreement by Change Order. A Change Order shall be based upon agreement between the Parties and shall be reflected in a Change Order Form.

(b) The Parties shall execute a Change Order Form, which shall be substantially in the form found in Schedule H which will state their agreement upon all of the following:

(i) the services to be provided;
(ii) fees for the services provided under the Change Order;
(iii) the extent of the adjustment to the maintenance and operating schedule, if any;
(iv) the extent of any adjustments to the Annual Price, if any; and
(v) all other effects that the change has on the provisions of this Agreement.

ARTICLE 5 - DISPUTE RESOLUTION

Section 5.1 - Mediation

(a) If a dispute arises between the Client and OCWA which cannot be resolved within a reasonable time, then the issue shall be referred to a mediator.

(b) The fees and expenses of the mediator shall be divided equally between the Parties.

(c) Involvement in mediation is on a without prejudice basis and does not preclude and is not a bar to either Party pursuing whatever legal remedies may be available, including litigation.

ARTICLE 6 - TERMINATION

Section 6.1 - Termination of Agreement

(a) At least one (1) calendar year before the expiry of the Current Term, the Client shall notify OCWA in writing whether it wishes to terminate or renew this Agreement at the end of the Current Term. However, OCWA reserves the right to decline to renew the

Agreement by notifying the Client in writing of its decision to decline, within thirty (30) days of receipt of the Client's written request to renew.

(b) During the Initial Term or any Renewal Term, this Agreement may only be terminated by either the Client or OCWA by giving at least thirty (30) days' notice in writing to the other Party if:

(i) there has been a material breach of the Agreement;

(ii) the Party complaining of the breach has given written notice of the breach to the other Party; and

(iii) the other Party does not correct the breach within thirty (30) days of receiving the notice.

(c) If either Party disputes the existence of a breach or that the breach is material, then the dispute may be referred to mediation under Section 5.1 of this Agreement.

Section 6.2 - <u>Early Termination</u>

If this Agreement is terminated for any reason prior to the expiry of the Current Term, then the Client shall pay OCWA for all Services provided up to the date of termination, as well as any costs relating to the early termination, including but not limited to demobilization and severance costs (in accordance with the collective agreements between OCWA and its employees); the costs associated with the removal of remote monitoring and control systems installed by OCWA; the costs of cancelling agreements with suppliers and subcontractors; as well as any previously incurred Major Maintenance Expenditures, costs related to Capital Projects, Unexpected Expenses and Optional Services.

Section 6.3 - <u>Inventory Count of Consumables/Supplies</u>

OCWA and the Client will conduct an inventory count of consumables/supplies at the Facilities on the first day of the Initial Term or as soon as the Parties may agree. If OCWA no longer operates the Facilities at termination of this Agreement, OCWA shall either:

(a) ensure that there is the same amount of consumables/supplies at the Facilities on the date of termination as there was on the first day of the Initial Term; or

(b) reimburse the Client for any shortfall.

If the amount of consumables/supplies at the Facilities on the date of termination exceeds the amount on the first day of the Initial Term, the Client will either reimburse OCWA for any excess or OCWA may take possession of any excess, as OCWA may determine.

Section 6.4 - <u>Final Settlement</u>

If OCWA ceases to operate the Facilities, there shall be a final settlement of all accounts with respect to the Annual Price and any other expenses incurred by OCWA and amounts owing by or to the Client under this Agreement, no later than ninety (90) days after OCWA ceases to provide the Services or thirty (30) days after OCWA has provided the Client with a final invoice, whichever comes later.

Section 6.5 - Transfer of Operations

Upon the termination of this Agreement, OCWA will return the following to the Client:

(a) The log books for the Facilities.

(b) The original operations manuals that were provided by the Client to OCWA at the commencement of the Services with all updates to the expiry date of the Agreement.

(c) A list of emergency phone numbers from the contingency plan binders used by OCWA staff in respect of the Facilities.

(d) Maintenance and repair records of equipment at the Facilities in electronic format.

(e) The operational plans under the Drinking Water Quality Management Standard (DWQMS) and any Standard Operating Procedures (SOPs) identified in the DWQMS.

Section 6.6 - Restrictions on Recruitment of OCWA's Employees

During the term of this Agreement and for one (1) year following the termination of this Agreement, the Client shall not solicit or recruit any employee of OCWA, nor induce any OCWA employee to leave his or her employ to work at the Facilities, unless mutually agreed to in writing by the Client and OCWA.

ARTICLE 7 - GENERAL

Section 7.1 - Ownership of Technology

The Client acknowledges and agrees that in providing the Services, OCWA may utilize certain technology developed by or for OCWA, for example, OCWA's WMMS, Outpost 5 and/or PDM (the "Technology"). The Client further agrees that use of the Technology by OCWA with respect to the Facilities does not in any way give the Client any ownership or licensing rights in or to the Intellectual Property Rights to the Technology unless otherwise agreed to in writing between the Parties. For greater certainty, nothing in this Section 7.1 shall be interpreted as requiring OCWA to provide the Client with the Technology and any upgrades or other similar technology in respect of the Facilities as part of the Annual Price.

Section 7.2 - Agreement to Govern

If there is any inconsistency between the main body of this Agreement and any Schedule to this Agreement, then the provision in the main body of this Agreement shall govern.

Section 7.3 - Entire Agreement

This Agreement constitutes the entire agreement between the Client and OCWA with respect to the subject matter hereof and cancels and supersedes any prior understandings, undertakings, representations, warranties, terms, conditions and agreements, whether collateral, express, implied or statutory, between the Client and OCWA with respect thereto.

Section 7.4 - Amendments and Waivers

No amendment to this Agreement will be valid or binding unless it is in writing and duly executed by both of the Parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.

Section 7.5 - Successors and Assigns

This Agreement shall operate to the benefit of and be binding upon, the Parties hereto and their successors and assigns. This Agreement may be assigned in the discretion of either Party.

Section 7.6 - Survival

All outstanding payment obligations, and the confidentiality obligation under Section 7.11, shall survive indefinitely the termination of this Agreement.

Section 7.7 - Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.

Section 7.8 - Notices

(a) All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be properly given if hand-delivered, sent by email, sent by confirmed facsimile or by registered mail postage prepaid, return receipt requested, or by courier, to the Parties at their respective addresses as set forth below, or to such other addresses as the Parties may advise by like notice. Such notices if sent by email facsimile, registered mail or courier shall be deemed to have been given when received.

(i) if to the Client:

The Township of Southwold
35663 Fingal Line
Fingal, Ontario
N0L 1L0
Telephone: (519)769-2010
Attention: Katherine Thompson, CAO

(ii) if to OCWA:
The Ontario Clean Water Agency
Southwest Region
Suite 370, 450 Sunset Drive
St. Thomas, Ontario
N5R 5V1
Telephone: (519) 476-5898
Attention: Dale LeBritton, Regional Hub Manager

(b) A Party to this Agreement may change its address for the purpose of this Section by giving the other Party notice of such change of address in the manner provided in this Section.

Section 7.9 - Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

Section 7.10 - Freedom of Information

The Parties understand that this Agreement and any materials or information provided to OCWA through the performance of the Services may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended, or as otherwise required by law.

Section 7.11 - Confidentiality

The Parties shall strictly maintain confidential and secure all material and information provided, directly or indirectly, by the other Party pursuant to this Agreement. Subject to relevant legislation related to freedom of information or the protection of privacy and any other laws, neither Party shall directly or indirectly disclose to any person, either during or following the term of this Agreement, any such material or information provided to it by the other Party without first obtaining the written consent of the Party who provided such material or information, allowing such disclosure.

Section 7.12 - <u>Change in Circumstance</u>

(a) In the event that there is a change in circumstances or condition that is not covered under the terms of this Agreement, including, without limitation, a Change in Applicable Laws or change in the scope of services provided (a "Change in Circumstance"), then the Party asserting the occurrence of such Change in Circumstance shall give written notice to the other Party, and the written notice shall contain:

(i) details of the Change in Circumstance;

(ii) details of the inadequacy of this Agreement; and

(iii) a proposal for an amending agreement to remedy the Change in Circumstance.

(b) The Parties shall negotiate in good faith any amendments to this Agreement necessary to give effect to or comply with the Change, including any adjustments to the Annual Price or the Services to be provided, which shall be effected as of the date of the Change. If the Parties dispute the existence of a Change, or the recommendation proposed to rectify the Change or the terms and provisions of any amendment to the Agreement, then either Party may refer the dispute to mediation under Article 5, Dispute Resolution.

IN WITNESS WHEREOF the Parties have duly executed this Agreement.

ONTARIO CLEAN WATER AGENCY

Apr. 29/2020
Date of Signing

By: _____
(Authorized Signing Officer)

May 4/20
Date of Signing

By: _____
(Authorized Signing Officer)

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

May 7, 2020
Date of Signing

By: _____
(Authorized Signing Officer)

May 04 2020
Date of Signing

By: Katherine Thompson
(Authorized Signing Officer)

SCHEDULE A - The Facilities

Part 1. Description of the Facilities

For the purposes of this Agreement, the description of the Facilities is set out in the following document(s):

Talbotville Wastewater Treatment Plant (WWTP)
The Talbotville WWTP is a membrane bioreactor (MBR) facility, classified as a WWT III. The gravity collection system is classified as a WWC I.

The raw wastewater flows to the equalization tanks (EQ) in order to provide the MBR with equalized flow. From the EQ the wastewater is screened to remove debris that may damage the membranes prior to flowing by gravity to the aeration tanks. In the aeration tanks the wastewater is biologically treated. Alum is dosed to precipitate phosphorus to meet effluent limits.

The mixed liquor from the second aeration tank is pumped to the membrane tanks. Effluent is drawn through the membranes for solids removal by vacuum pumps. The effluent then passes through the UV system for disinfection prior to outfall discharge into Dodd's Creek.

Southwold Water Distribution System
Watermains starting at the chamber at the Ford Secondary (St. Thomas and Area Secondary System) continuing on to Talbotville, Shedden, Fingal all branch lines, hydrants, and valves associated with this system. The Southwold rechlorination chamber and the water filling station. Ferndale Subdivision including all hydrant and values.

The present facilities include;

- S01-S029 meter chambers consisting of air relief, isolation, drain and meter chambers.
- 212 hydrants
- 285 valves

• Trunk water main connecting water systems in Shedden and Iona: Elgin County Road 3 Talbot Line (CofA 3832-4LGS83).

• Trunk water main connecting Fingal and Elgin Manor Nursing Home: Elgin County Road 16 (CofA 3832-4LGS83).

• Water mains extending north of Hwy. 401 and landfill site (CofA 1752-4Y5HR2 and 8647-53TLGG).

• Re-chlorination System for potable water (CofA 0197-548N9L).

• Nine six-inch hydrants, and four special four-inch water hydrants for flushing only (CofA 8874-5M6TDP).

Construction of watermains on Second Line, Lawrence Road, Magdala Road, Union Road,

Fourth Line, Stafford Line, Morrow Road, Oneida Road, Mill Road, Paynes Mills Road, Fingal Line, Iona Road, Scotch Line, Burwell Road, MacDiarmid Line, Boxall Road, Hunter Line and Bush Line (C. Of A. 8874-5M6TDP)--this encompasses all new water lines including 22km for part A, 26km for part B, totalling 48km of water lines in Southwold.
Construction of 27 kms of new watermains on Fourth Line, Fifth Line, Lawrence Road, Sixth Line, Iona Road, Lyle Road, Sunset Road and Longhurst Line (C. of A. 8116-63JPCS).

SCHEDULE B - Definitions

In this Agreement, the following terms are defined below or in the section in which they first appear:

"Agreement" means this agreement together with Schedules A, B, C, D, E, F, G, H, and I attached hereto and all amendments made hereto by written agreement between OCWA and the Client.

"Annual Price" is defined in Section 1 under Schedule D of this Agreement.

"Applicable Laws" means any and all statutes, by-laws, regulations, permits, approvals, standards, guidelines, certificates of approval, licences, judgments, orders, injunctions, authorizations, directives, whether federal, provincial or municipal including, but not limited to all laws relating to occupational health and safety matters, fire prevention and protection, health protection and promotion, land use planning, environment, Building Code, or workers' compensation matters and includes Environmental Laws.

"Approved Major Maintenance Expenditures" is defined in Paragraph 4.6(b) of this Agreement.

"Authorizations" means any by-laws, licences, certificates of approval, permits, consents and other authorizations or approvals required under Applicable Laws from time to time in order to operate the Facilities.

"Authorized Representative(s)" is defined in Section 2.4 of this Agreement.

"Business Days" means a day other than a Saturday, Sunday or statutory holiday in Ontario.

"Business Hours" means the hours between 7:30 a.m. and 4:00 p.m. on a Business Day.

"Capital Projects" is defined in Section 4.7(a) of this Agreement.

"Change in Applicable Laws" means the enactment, adoption, promulgation, modification, issuance, repeal or amendment of any Applicable Laws that occur after the date this Agreement is executed by both Parties.

"Change Order" means the document shown in Schedule "H" describing the changes to the Agreement agreed to by both parties.

"Claim" means any claim, fine, penalty, liability, damages, loss and judgments (including but not limited to, costs and expenses incidental thereto).

"CPI Adjustment" means the percentage difference between the Statistics Canada Consumer Price Index, All Items (Ontario) ("CPI") during September of the previous Year as compared to

the CPI of September of the current Year. For example, the CPI Adjustment for Year 2019 is the CPI of September 2018 divided by the CPI of September 2017.

"Current Term" is defined in Paragraph 4(c) under Schedule D of this Agreement.

"Crown" means Her Majesty the Queen in Right of Ontario.

"Drinking Water Quality Management Standard (DWQMS)" means the standard that sets out the minimum requirements for the operation of a drinking water system.

"Effective Date" is defined on Page 1 of this Agreement.

"Environmental Laws" means, any and all statutes, by-laws, regulations, permits, approvals, certificates of approval, licences, judgments, orders, judicial decisions, injunctions, and authorizations related to environmental matters or occupational health and safety and which are applicable to the operation of water and wastewater treatment facilities.

"ESA" means the Electrical Safety Authority.

"Facilities" is defined in Paragraph (b) of the Recitals to this Agreement and further described in Schedule A.

"Hydro Costs" means hydroelectricity costs due to the operation and maintenance of the Facilities.

"Indemnification Process" means the procedures a Party is required to follow to obtain indemnification:

(a) upon receipt of a Claim, or notice of claim, the Indemnified Party shall immediately forward such Claim or notice of Claim to the Indemnifying Party;

(b) if requested by the Indemnifying Party, the Indemnified Party shall provide all documentation relating to the Claim or notice of Claim;

(c) the Indemnified Party shall take such steps necessary to protect its right to defend such Claim or notice of Claim and shall assign such right to the Indemnifying Party including any subrogation rights;

(d) the Indemnifying Party shall not settle any Claim, or notice of Claim without the prior written consent of the Indemnified Party; and

(e) the Indemnified Party shall have the right to take-over the defence of any Claim, or notice of Claim and the Indemnifying Party shall fully co-operate with such action.

"Indemnified Parties" is defined in Paragraph 3.3(a) of this Agreement.

"Indemnifying Party" means the Party responsible for dealing with any Claims and paying out any Claims.

"Initial Term" is defined in Section 4.1 of this Agreement.

"Insurance" is defined in Paragraph 2.7(a) and further described in Schedule E.

"Intellectual Property Rights" means any copyright, trademark, patent, registered design, design right, topography right, service mark, application to register any of the aforementioned rights, trade secret, rights in unpatented know-how, right of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world.

"Major Maintenance Expenditures" is defined in Paragraph 4.6(a) of this Agreement.

"MECP" means the (Ontario) Ministry of the Environment, Conservation and Parks.

"MOL" means the (Ontario) Ministry of Labour.

"OHSA" means the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1.

"Optional Services" means any services not included in the Annual Price that the Client and OCWA agree in writing to designate as "Optional Services" subject to Section 4.12.

"Outpost 5" means a remote monitoring and control system designed and constructed by OCWA and its consultants for the purpose of monitoring and controlling processes at water treatment facilities and their related parts.

"Overall Responsible Operator" means the person who will act as the overall responsible operator pursuant to Section 23 of O. Reg. 128/04 under the *Safe Drinking Water Act, 2002* (the "SDWA") and Section 15 of O. Reg. 129/04 under the *Ontario Water Resources Act* (the "OWRA") in respect of the Facilities.

"OWRA" means the *Ontario Water Resources Act*, R.S.O. 1990.

"Parties" is defined in Paragraph (d) of the Recitals to the Agreement.

"PDM" or **"Process Data Management"** means technology that allows process data to be entered into a format that can be viewed, manipulated and retrieved in the form of customized reports.

"Pre-existing Condition" is defined in Section 2.5 of this Agreement.

"Renewal Term" is defined in Section 4.1 of this Agreement.

"Routine Maintenance" means regular and/or repetitive activities recommended by the equipment or facility manufacturer or practices of a prudent operator to maintain the reasonably

expected service life of the equipment and components thereof and includes preventative maintenance.

"SCADA" means Supervisory Control and Data Acquisition.

"SDWA" means the *Safe Drinking Water Act, 2002*, S.O. 2002 c.32.

"Service Fee" is defined and described in Schedule D.

"Services" is defined in Section 2.1 of this Agreement.

"Technology" is defined in Section 7.1 of this Agreement.

"Uncontrollable Circumstance" is defined in Paragraph 2.2(c) of this Agreement.

"Unexpected Expenses" is defined in Paragraph 4.8(a) of this Agreement.

"Utility Costs" means the costs of natural gas used in the operation of the Facilities.

"WMMS" or **"Work Management Maintenance System"** means a computer program used to determine a program of preventive maintenance activities for equipment in a facility based on a risk analysis that considers factors such as equipment life expectancy, present value and replacement cost.

"Year" means the three hundred and sixty-five (365) day period from January 1st to December 31st of the calendar year.

SCHEDULE C - The Services

Part 1 – Services included in the Annual Price

OCWA will provide the following services:

1. Staffing

(a) certified operator(s) to attend at the Facilities as required under normal operating conditions on Business Days and during Business Hours and supply other personnel as may be necessary to operate, maintain and manage the Facilities under normal operating conditions in compliance with the requirements of Applicable Laws, terms of an Agreement, including management, operation, routine maintenance, administration and reporting;

(b) supply a certified operator(s), who will be on call 24 hours per day, 365 days per year to respond to emergency conditions in respect of the operation of the Facilities, any such response to be charged to the Client in accordance with Schedule D herein or by way of an annual set amount;

(c) provide all necessary training and continuing education for staff to ensure the continued operation of the Facilities, in accordance with all Applicable Laws;

(d) provide an Overall Responsible Operator for the Facilities.

2. Regulatory Reporting

(a) prepare and submit all reports to the Client and the MECP respecting the operation and maintenance of the Facilities as required by the MECP or any other regulatory agency or body having jurisdiction at the time of the Agreement;

(b) review any inspection reports prepared by the MECP in respect of the Facilities and, subject to any approvals of the Client may correct or negotiate with the MECP amendments to a deficiency;

(c) report to the Client and the MECP non-compliance with a regulatory requirement;

3. Operations Manuals

(a) recommend to the Client, any section in the operating manuals that should be modified/changed to ensure that the operating manuals reflect the actual or revised approach to operating the Facilities, which recommendations may require third party assistance.

4. Change In Laws

(a) notify the Client of any modifications or changes to the Services or the Facilities required to comply with any Change in Laws and subject to Client approval make the required modifications or changes at an additional cost.

5. Facility Emergency Preparedness

(a) prepare and revise, as necessary, an Emergency Plan for the Facilities consistent with the requirements of the Applicable Laws and the Client's Emergency Plans;

(b) establish procedures for managing foreseeable emergencies or abnormal conditions affecting the Facilities.

6. General

(a) good housekeeping to maintain a safe work environment;

(b) provide security at the Facilities by maintaining the existing fences and gates and locking same and notifying the Client of the need for any repairs security alarm systems;

(c) provide mobile communications services.

A – Services for Wastewater Treatment System

Routine Operations & Maintenance

(a) in providing routine operation of the Facilities, OCWA will conduct:

(i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;

(ii) instrumentation cleaning;

(iii) sample collection, preservation, packing and shipment for off-site analysis as required by Applicable Laws at the time of the commencement of this Agreement;

(iv) on-site laboratory sampling, analysis and reports as required by Applicable Laws at the time of the commencement of this Agreement;

(v) coordination of chemical supply with chemical vendors;

(vi) inspection of process control equipment to ensure proper operation of the facility;

(vii) maintenance of on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;

(viii) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the annual report;

(ix) calculation, recording and analysis of the amount of wastewater treated;

(x) recording and analysis of flows, chemicals used, residuals and other process readings as required;

(xi) monitor and adjust dosages of process chemicals;

(xii) utilize Client's SCADA system for trending review and reporting, gap analysis, testing, and compliance;

(xiii) before October 31st (as per agreement 4.6(b), prepare a report outlining the foreseeable Major Maintenance Expenditures and Capital Projects required for the Facilities, complete with cost estimates for the Client's budgeting purposes;

(xiv) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);

(b) perform routine preventive maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system.

(c) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities.

B - Services for Water Distribution System

Part 1 - Services included in the Annual Price

OCWA will provide the following services:

1. Staffing

(a) certified operator(s) to attend at the Facilities as required under normal operating conditions on Business Days and during Business Hours and supply other personnel as may be necessary to operate, maintain and manage the Facilities under normal operating conditions in compliance with the requirements of Applicable Laws, terms of an Agreement, including management, operation, routine maintenance, administration and reporting;

(b) supply a certified operator(s), who will be on call 24 hours per day, 365 days per year to respond to emergency conditions in respect of the operation of the Facilities, any such response to be charged to the Client in accordance with Schedule D herein or by way of an annual set amount;

(c) provide all necessary training and continuing education for staff to ensure the continued operation of the Facilities, in accordance with all Applicable Laws;

(d) provide an Overall Responsible Operator for the Facilities.

2. Regulatory Reporting

(a) prepare and submit all reports to the Client and the MECP respecting the operation and maintenance of the Facilities as required by the MECP or any other regulatory agency or body having jurisdiction at the time of the Agreement;

(b) review any inspection reports prepared by the MECP in respect of the Facilities and, subject to any approvals of the Client, either correct or negotiate with the MECP amendments to a deficiency;

(c) report to the Client and the MECP non-compliance with a regulatory requirement;

(d) maintain Drinking Water Quality Management System plan.

3. Operations Manuals

(a) recommend to the Client, any section in the operating manuals that should be modified/changed to ensure that the operating manuals reflect the actual or revised approach to operating the Facilities; which recommendations may require third party assistance.

4. Change In Laws

(a) notify the Client of any modifications or changes to the Services or the Facilities required to comply with any Change in Laws and subject to Client approval make the required modifications or changes at an additional cost.

5. Facility Emergency Preparedness

(a) prepare and revise, as necessary, an Emergency Plan for the Facilities consistent with the requirements of the Applicable Laws and the Client's Emergency Plans;

(b) establish procedures for managing foreseeable emergencies or abnormal conditions affecting the Facilities.

6. General

(a) good housekeeping to maintain a safe work environment;

(b) provide security at the Facilities by maintaining the existing fences and gates and locking same and notifying the Client of the need for any repairs;

(c) provide mobile communications services.

7. Operations & Maintenance

(a) in providing routine operation of the Facilities, OCWA will conduct:

(i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;

(ii) instrumentation cleaning, verification of meters;

(iii) sampling and/or on-site analysis;

(iv) sample collection, preservation, packing and shipment for off-site analyses as required by Applicable Laws at the time of the commencement of this Agreement;

(v) coordination of chemical supply with chemical vendors;

(vi) checks and response to alarms during Business Hours;

(vii) inspection of process control equipment to ensure proper operation of disinfection system and associated equipment;

(viii) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;

(ix) consolidation and processing of OCWA's internal operational data forms for statistical input;

(x) detection of significant water loss based on monitoring of flow readings and periodic visual distribution inspections;

(xi) recording and analysis of flows, chemicals used, residuals and other process readings as required;

(xii) utilize Client's system for trending review and reporting, gap analysis, testing, and compliance;

(xiii) before October 31st (as per agreement 4.6(b), prepare a report outlining the foreseeable Major Maintenance Expenditures and Capital Projects required for the Facilities, complete with cost estimates for the Client's budgeting purposes;

(xiv) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);

(xv) flushing, opening, exercising and winterizing of water hydrants as required ;

(xvi) inspect auto flushers twice weekly;

(xvii) main and secondary distribution shut-off valves exercising on an annual basis;

(xviii) Conduct monthly inspections and required pumping of the 13 air release chambers, provide monthly chamber inspection records;

(xix) Verify or calibrate equipment;

(xx) Conduct monthly checks and reads of the upstream and downstream pressures for proper operation of the 3 PRV's (Pressure Regulating Valves), all work conducted will be documented in the facility round sheets and logbooks;

(xxi) Conduct annual inspection and required pumping of the 16 meter/drain and/or isolation chambers;

(xxii) Conduct annual inspection of the air relief valves contained within the 13 air release chambers.

(b) perform Routine Maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system;

(c) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities.

Part 2 - Optional Services (To Be Provided at the Request of the Client)

OCWA may provide additional services to the Client including but not limited to the Optional Services set out below:

Operational Related Services

(a) operation manual updates;
(b) water service disconnect and reconnect;
(c) new water service installation or connection inspection;
(d) clearwell cleaning;
(e) back flow prevention measures;
(f) maintenance and repair of sewage collection system, including but not limited to, smoke/dye testing, manhole inspections, rodding, CCTV inspections, and tree root removal/treatments;
(g) sewer system locates as set out by applicable legislation and Ontario One Call;
(h) new sewer service installation or connection inspection;
(i) contract repair for sewer line breaks including road restoration;
(j) inspection of repaired sewer services;
(k) inspect and flush sanitary collection system, including sewers, manholes and clean outs;
(l) high pressure sewer flushing;
(m) acoustic pipe inspection;
(n) infiltration surveys, sewer cameraing; and
(o) leveling manholes;

Operational Maintenance

a) removal and cleaning of the Newterra MBR Microclear Cassette Modules as required
b) annual inspection/verification of two effluent flow magmeters
c) annual inspection/verification of one raw flow magmeter
d) annual inspection/verification of the lifting devices (two) which are located in the Membrane room
e) quarterly calibration of gas detection equipment;
f) coordination and removal of biosolids, haulage and disposal from the sewage plant in accordance with applicable MECP Guidelines for sludge disposal to the sites approved and permitted by the Client to receive such sludge and biosolids. All work to be in accordance with MECP's "Guideline for Sludge Utilization on Agricultural Lands", dated October 1992;
g) snow removal/grass cutting;
h) annual inspection of stand-by generator; and
i) replacement of UV bulbs and quartz sleeves

Watermain Services

(a) water infrastructure locates;
(b) contract repair for watermain breaks including road restoration;
(c) inspection of repaired water pipes;
(d) dead end flushing;
(e) thawing water pipes;
(f) new watermain conditioning;
(g) watermain swabbing;
(h) exercising secondary valves;
(i) leak detection;

Engineering Services

(a) engineering services;
(b) energy audits;
(c) provide assistance and/or complete applicable funding applications;
(d) initial condition inspection;
(e) financial plans for water infrastructure.

Hydrant Services

(a) hydrant flow testing;
(b) hydrant repairs;
(c) painting hydrants.

Information Technology Services

(a) SCADA development and maintenance

SCHEDULE D - The Annual Price And Other Charges

1. Annual Price for the Initial Term

In accordance with Section 4.2 and subject to any adjustments made pursuant to other provisions of this Agreement, the Client shall pay OCWA a price for the Services for each Year of the Initial Term in the following amounts (the "Annual Price"):

(i) For Year One from January 1st through to December 31st inclusive: $154,280 broken down as follows;

WDS $118,301
WWTP $ 35,979

(ii) For Year Two and subsequent Years: $154,280 plus the CPI Adjustment, plus an adjustment for maintaining the Insurance which is renewed annually by OCWA. The CPI Adjustment shall be calculated as soon as necessary information is available from Statistics Canada. In Year Two of the Agreement, the CPI Adjustment shall be added to the Annual Price for Year One of the Agreement and for Subsequent Years, on a cumulative basis.

2. Payment of the Annual Price

In Year One of the Initial Term, the monthly payment of the Annual Price shall be $12,856.67.

3. Optional Services

Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis at the following rates:

(a) Labour rates on Business Days, Monday to Friday, (0730 to 1600) shall be billed at $90.00/hour/person for a manager or process compliance technician, and $65.00/hour/person for an operator or mechanic, plus vehicle expenses at $0.50/km/vehicle;

(b) Labour rates on statutory holidays shall be billed at $132.50/hour/person for a manager or process compliance technician, and $87.50/hour/person for an operator or mechanic, with a minimum eight (8) hour charge, plus vehicle expenses at $0.50/km/vehicle;

(c) Labour rates at all other times (after hours and on weekends) shall be billed at $132.50/hour/person for a manager or process compliance technician, and $87.50/hour/person for an operator or mechanic, with a minimum four (4) hour charge, plus vehicle expenses at $0.50/km/vehicle;

(d) Costs for parts, equipment and supplies, and outside labour charges (i.e., contractors), used by OCWA staff to provide the Optional Services shall be billed to the Client, and the Client will pay such costs together with a Service Fee.

4. <u>Service Fee</u>

"Service Fee" means an additional fee of 15% charged to the Client when OCWA purchases materials, supplies, equipment or contractor's services on behalf of the Client.

SCHEDULE E - Insurance

Automobile Insurance

Coverage: Automobile Liability for OCWA owned or leased vehicles.

Limit: $5,000,000

Commercial General Liability Insurance

Coverage: Third party liability including legal fees, for property damage and/or bodily injury as caused by OCWA's negligence arising out of OCWA's operations of the Facilities.

Limit: $5,000,000 per Occurrence.

Deductible: $50,000 for the year 2021; subject to change on an annual basis.

Contractor's Pollution Liability/Professional Liability Insurance

Coverage: Professional Liability: To pay on behalf of OCWA sums which OCWA shall become legally obligated to pay as damages and/or claims expense as a result of claims made first against OCWA, and reported to the insurer, in writing during the policy period, automatic extended reporting period (90 days), and by reason of any act, error or omission in professional services rendered or that should have been rendered by OCWA, or by any person for whose acts errors or omissions OCWA is legally responsible, and arising out of the conduct of OCWA's profession.

Pollution legal liability covering third party property damage and bodily injury and clean up costs for pollution conditions arising out of the performance of the services provided by OCWA.

Limit: $10,000,000 per loss on a Claims Made basis with automatic, extended reporting periods for Pollution Liability. $10,000,000 aggregate.

Limit: $5,000,000 for Professional Liability Insurance

Deductible: $50,000 for the year 2021; subject to change on an annual basis.

SCHEDULE F - List of Pre-Existing Conditions

As per Paragraph 3.1(e) of this Agreement, the following Pre-existing Conditions have been identified:

Talbotville WWTP

1. **Raw and effluent composite samplers:**
The ECA requires composite samples for both the raw and effluent. There is no definition of composite in the ECA, but sampling must follow Ministry's F-10-1 protocols. Definition of composite: for plants less than 4,540m3/d than over an 8hr period take one aliquot each hour. Therefore, an operator can do a manual composite by physically taking a sample each hour for an 8hr period or automatic sampler to be purchased.

2. **Equalization tanks: Electrical pump disconnects:**
All three of the equalization pumps disconnects that are located outside, are not equipped with devices to prevent the pumps from being tampered with. This poses a risk to the continuity of the plant operations.

3. **Equalization tank: flow control valves:**
The equalization tank flow control valves to the screening room are located outside and are not equipped with a device to prevent someone from tampering and closing the valves. This poses a risk to the continuity of the plant operators and operating a pump against a closed valve.

4. **Equalization tank: air valves:**
The equalization tank air control valves to the screening room are located outside and are not equipped with a device to prevent someone from tampering and closing the valves. This poses a risk to the continuity of the odour control system which is identified in the ECA.

5. **Exterior Roof: Rusting of structure:**
There is general rusting observed on the exterior of the structure of the roof. Rusting looks to be related to pockets of standing water. In some spots, the coating has peeled off resulting in water or ice forming under the surface.

6. **Membrane: West tank membranes:**
The two West MBR tanks are not equipped with the MicroClear membranes. As volumes increase into the plant, the need to purchase the MicroClear membranes will be required. ECA is designed for 500m3/d, without these membranes the plant can only handle a capacity of 250m3/d. All proposed works had to be constructed and installed and must have commenced operation by March 31, 2018.

7. Generator: Concrete pad:
The generator is situated in a position where it not completely on the cement pad and extends over the end of the pad. Confirmation should be obtained to confirm that it has passed requirements.

8. Air ECA:
The noise requirement of Air ECA # 5365-APFQM7 have not been met.

9. General Site Security: fencing/door entry alarms/alarm panels
The sewage treatment plant isn't equipped with any devices to protect the general security of the interior or exterior of the plant. There are no door alarms or security system within the plant to notify of an entry into the plant. There is also no perimeter fencing or gates around the plant which poses a risk in allowing anyone to potentially enter into the building or access to the roof area of the plant.

10. Sludge de-watering system:
The system has been commissioned at start-up with water but has never processed raw materials from the aeration system due to lack of solids production. The current method to waste solids from the treatment system is to allow for the increase of MLSS in the aeration tank to levels of 9,000 – 10,000 mg/l, followed by manual removal (via pipes under gravity flow without pumping) into a tanker truck and disposal of sludge off-site. It should be noted that there is no back-up sludge tank available to waste into when the sludge de-watering system is offline. As a result, the sludge de-watering system has never operated due to lack of solids. Should this system become operational OCWA will need to conduct a review of the operational requirements needed and there may be an adjustment to the annual fee.

11. Communications: Access to PLC HMI and Alarms:
The current set up to access the PLC HMI is an issue as there appears to be intermittent problems, which can sometimes prevent an operator the ability to remote into the HMI or receive alarms. There is a cellular modem located on the south side of the building. It should be noted that there are no back up alarm dialers or DSL or phone lines connected into the treatment plant which would be a suitable back up to the current configuration.

12. SCADA
OCWA will continue to receive alarms via the Newterra SCADA system until such time as the OCWA SCADA system has been installed and is fully functional. Any costs associated with the EWON system (Newterra system) or costs to forward the alarms shall be at the cost of the Township. Transition is pending.

13. Headworks
Ongoing issues relating to the operations of the headworks screenings drum and capacity issues exist. At the present time, Newterra is investigating possible options to resolve the capacity issues in the drum.

14. Equalization Tank Pumps

Equalization tank pumps are oversized. Newterra has proposed to trim the impellers to reduce the flows entering the treatment plant to better match that of what is prescribed in the ECA.

15. Raw Screenings Drum

Currently there is no flow meter on the raw screenings drum which returns back to equalization tank 302. This is a deficiency as by-pass wastewater cannot be quantified.

Southwold WDS

The SCADA system was abandoned in 2019 and replaced with a data logger and alarm dialer for regulatory purposes. The dosing of sodium hypo-chlorite is now achieved by utilizing the chlorine analyzer with set points.

SCHEDULE G - Flows

When the Talbotville WWTP reaches 40% capacity, a review of the operational requirements will be conducted and an adjustment to the annual charge may apply.

SCHEDULE H - Change Order Form

Ontario Clean Water Agency
Agence Ontarienne Des Eaux

Change Order Form

Change Being Requested			
Name of Change:			
Ontario Clean Water Agency (OCWA)	**Per:** _____ **Name:** **Title:**	**Date** (YYYY/MM/DD):	
Client	**Per:** _____ **Name:** **Title:**	**Date** (YYYY/MM/DD):	

Adjustment Check Appropriate Type of Change	
Apply (Y/N)	**Type of Change:**
	Adjustment to Annual Price
	Change to Service
	Impact

Adjustment to Annual Price
Description – Attach Additional Documentation if Required

Change in Services
Description – Attach Additional Documentation if Required

Cost Breakdown for Change in Services			
Item	**Quantity**	**One-time Cost**	**Annual Cost**
	Total Cost:		

SCHEDULE I - Expenditure Request and Approval to Proceed

ONTARIO CLEAN WATER AGENCY
AGENCE ONTARIENNE DES EAUX

Hub Name
Hub Address
City, ON Code
Phone: XXX-XXX-XXXX Fax: XXX-XXX-XXXX

PART 1

Facility Name:			
Project Name:			
Project Number:		**Estimated Project Start Date:**	
Total Estimated Cost of the Project:	$	**Detailed Quote Attached:**	☐ Yes ☐ No

It is recognized that this is a budget estimate and the final price may vary. OCWA will provide additional justification where the final invoice price varies from the estimate by more than 10%

Type of Project:

☐ Maintenance Project ☐ Out of Scope Work ☐ Contingency ☐ Emergency
☐ Health & Safety

Description of Project or Expenditure:

Submission Prepared By:

Name (Print) Signature Date

Authorized Representative for the Municipality

PART 2

Approval to Proceed:

☐ Approved ☐ Declined ☐ Deferred Reason if Declined or Deferred

The Ontario Clean Water Agency is authorized to proceed with the project/expenditure according to the description and cost estimate provided above. This may include but not limited to the hiring of sub-contractors, consulting firms, etc. as required. The Municipality agrees to pay OCWA the costs associated with this work upon its completion based on the terms of the Municipality's agreement with OCWA.

Approved By:

Name (Print) Signature Date

Authorized Representative for the Municipality

PART 3

OCWA Internal Use Only:			
Client PO / Project #:		Date:	
Project Start Date:		Project Completion Date:	
OCWA Invoice #		Date:	
OCWA Account Code:		OCWA Work Order #	

TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: October 23, 2023

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

REPORT NO: ENG 2023-54

SUBJECT MATTER: Shared Servicing Negotiations Committee

Recommendation(s):

THAT Council receive report 2023-54 Shared Servicing Negotiations Committee for information and,

THAT Council appoint the Mayor and Deputy Mayor to negotiate shared sanitary services with the Municipality of Central Elgin.

Purpose:

This report seeks Council's appointment of two members to represent the Township during negotiations for the shared servicing of sanitary with the Municipality of Central Elgin.

Background:

Recently, Central Elgin staff reached out to Township staff, expressing their readiness to commence negotiations for shared sanitary servicing. A productive discussion took place regarding the approach to these negotiations, culminating in a unanimous decision to recommend the inclusion of two members from each municipality. These Council members will work with the Chief Administrative Officer (CAO) and Director of Infrastructure from each respective municipality.

Central Elgin Staff conveyed their intention to propose this arrangement at their next Council meeting, and Township staff concurred to do the same. Including Council members in the negotiations is a strategic move to incorporate Council's insights directly into the process. This approach, in turn, will streamline the process by reducing the number of reports to Council and the subsequent delays in time waiting for Council meeting dates.

Based on their familiarity with the project and prior meetings with the Mayor and Deputy Mayor of Central Elgin, Staff recommend appointing the Mayor and Deputy Mayor from the Township to the negotiation committee. It's important to note that Council retains the flexibility to appoint any members it deems suitable for this role. We

anticipate that Central Elgin Staff will suggest appointing their Mayor and Deputy Mayor for similar reasons.

Once the members have been selected, Staff will work collaboratively with all members to determine an initial meeting date. Additionally, staff recommends an internal meeting before the negotiations to review the project and prepared draft agreement.

Financial Implications:

N/A

Strategic Plan Goals:

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

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

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

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

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

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

Respectfully Submitted by:
Aaron Van Oorspronk, CET.
Director of Infrastructure and Development Services
"Submitted electronically"

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

TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: October 23, 2023

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

REPORT NO: FIN 2023-15

SUBJECT MATTER: Ford Motor Company Tax Adjustment

Recommendation:

None – For information only.

Purpose:

To provide Council with information on the tax adjustments for Ford Motor Company completed in 2013.

Background:

As Council is aware, the Township processed tax adjustments for Ford Motor Company for multiple years. The adjustments were completed in 2013. The adjustments related to Assessment Review Board (ARB) decisions for the years 2009-2013. The reason provided by Ford Motor Company is that the assessment was too high. The adjustment from the ARB decision was $2,462,452.01. Ford Motor Company also submitted a Vacancy Rebate application for 2012 which resulted in a rebate of $179,527.13.

Comments/Analysis:

By-Law No. 2013-45, attached as Appendix A, was a By-Law to enter into agreements with Ford Motor Company of Canada Ltd. and the Municipal Property Assessment Corporation (MPAC) for the settlement of the outstanding 2009-2013 tax assessment appeals. The agreement was for the execution of minutes of settlement for the resolution of outstanding appeals before the ARB for 2009-2013 and to withdraw any applications outside of those years.

In the Minutes of Settlement issued by the ARB, 2009 had an original assessed value of $46,504,078 and 2013 original assessed value of $21,674,000. The proposed, and subsequently accepted, assessment for 2009 was $31,174,539 and 2013 was $12,723,000. This represents a decrease of approximately 49.1%. On the attached Schedule 'A' to By-Law 2013-45, the original assessment shows that Ford Motor

Company had previously requested a reduction in the assessed value of the property in 2011 which is when the plant closed. These are further reductions to the assessed values.

As per the agreement, the Township paid 50% of the total refund, ARB and Vacancy Rebate, within 30 days of the signing of the agreement and the remaining 50% within 180 days of the signing of the agreement.

Financial Implications:

None.

Strategic Plan Goals:

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

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

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

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

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

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

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

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

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2013-45

Being a By-Law to enter into agreements with Ford Motor Company of Canada Ltd. And Municipal Property Assessment Corporation for the settlement of the outstanding 2009-2013 tax assessment appeals.

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

1. **THAT** the Corporation of the Township of Southwold enter into an Assessment Agreement with Ford Motor Company of Canada Ltd. And Municipal Property Assessment Corporation as attached to this By-Law as Schedule "A".

2. **THAT** the Corporation of the Township of Southwold enter into a Tax Agreement with Ford Motor Company of Canada Ltd. as attached to this By-Law as Schedule "B".

3. **THAT** the Deputy Mayor and Clerk are authorized to execute the said agreement on behalf of and under the seal of the Corporation of the Township of Southwold.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND FINALLY PASSED THIS 21st DAY OF OCTOBER, 2013.

Deputy Mayor
Grant Jones

Clerk
Donna Clermont

MEMORANDUM OF AGREEMENT MADE AS OF OCTOBER 18, 2013

[Assessment Agreement]

BETWEEN:

FORD MOTOR COMPANY OF CANADA LTD. ("Ford")

Appellant

and

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD ("Township")

Respondent Municipality

and

MUNICIPAL PROPERTY ASSESSMENT CORPORATION ("MPAC")

Respondent Assessing Authority

Whereas the parties have had extensive negotiations relating to assessment appeals initiated pursuant to the Assessment Act, R.S.O. 1990, c.A.31 as amended, related to the Ford St. Thomas assembly plant located in the Township with the municipal address 11884 Sunset Road ("subject property") for the 2009 to 2013 taxation years;

And whereas the parties have also agreed, for good and valuable consideration, the receipt and sufficiency of which is hereby duly acknowledged, regarding the assessment to be returned for 2014 to 2016 taxation years provided Ford continues to own the subject property;

And whereas the parties wish to have their agreement reduced to writing for certainty amongst all parties;

The parties agree as follows:

A. The Assessment Review Board Appeals

1. The parties, by their lawyers, or on their own behalf, agree to execute minutes of settlement in the form attached hereto as Schedule "A" resolving all outstanding appeals before the Assessment Review Board with respect to the subject property identified by assessment roll number 34 24 000 006 222 00 0000.

2. Any other proceedings or applications initiated pursuant to the provisions of the Assessment Act for the 2009, 2010, 2011, 2012, and 2013 taxation years, which are not currently reflected in this Agreement, are hereby expressly withdrawn.

B. Agreement Regarding 2014 to 2016 Tax Years

3. Provided there are no legislative or regulatory changes which prevent such action, the 2012 base date current value assessment ("CVA") to be reflected on assessment roll number 34 24 000 006 222 00 0000 shall be 12,723,000 partitioned as per Minutes of Settlement attached at Schedule "A" for the 2013 taxation year.

4. Provided that: (a) Ford continues to own the subject property during the 2014 through 2016 taxation years, and (b) the CVA referenced in paragraph 3 above is returned for the 2014 to 2016 tax years, neither Ford nor the Township, nor counsel or agents on their behalf, shall cause any requests for reconsideration or appeals to be filed pursuant to the provisions of the Assessment Act in connection with the 2014 to 2016 tax years.

5. If either Ford or the Municipality file or cause to be filed any appeals in relation to 2014 to 2016 tax year assessments, notwithstanding that the assessed value for the subject property is returned in accordance with paragraph 3 hereof, this Agreement may be referenced as a complete defence to said requests for review or appeals. The party filing any request for reconsideration or appeal contrary to this Agreement, shall forthwith withdraw said requests or appeals within 15 days of notice of this Agreement and the prohibition contained herein against such requests or appeals.

6. In the event that, contrary to this Agreement, a prohibited request or appeal is filed and not withdrawn in accordance with paragraph 5 hereof, and costs are incurred in relation thereto by any other party hereto, then the party that filed the request or appeal shall be liable for such costs of the other parties hereto on a full indemnity basis.

7. This Agreement shall not limit MPAC's ability to process any supplementary or omitted assessment related to the subject property with effective dates during 2013 to 2016 as may be required by the Assessment Act and or Ontario Regulation 282/98 including changes resulting from new construction, demolition or change of use. The parties agree that the CVA referenced in paragraph 3 hereof includes all building and yardwork improvements situate on the subject property as of September 10th, 2013.

8. If MPAC issues any notice of omitted or supplementary assessment with an effective date during the 2013 through 2016 taxation years, both Ford and the Township shall

have the right to file appeals pursuant to the Assessment Act and this Agreement shall not preclude such appeals.

C. Costs

9. There shall be no costs ordered by the Assessment Review Board as a result of this Agreement and the Minutes of Settlement which resolve the appeals referenced in Schedule "A".

D. Transmission and Execution

10. The parties agree that this Agreement may be signed in counterpart and transmission by email is accepted by all.

E. Legal Advice

11. Each party has received independent legal advice in respect of this Memorandum of Agreement, or expressly waived the right to same, and through execution of this document confirms sufficient understanding of its terms and indicates agreement to all terms referenced herein.

Dated at TORONTO this 19th day of September, 2013

FORD MOTOR COMPANY OF CANADA LTD.

Per: K. WEST, Lawyer for FORD

I have authority to bind the Corporation

Schedule "A"

ASSESSMENT REVIEW BOARD

Municipality: Town of Southwold
Roll Number: 3424-000-006-22200-0000
Appeal Number(s): 2024267, 2344317, 2703599, 2739760, 2920511, 2920813, 2957630

IN THE MATTER of the *Assessment Act*, R.S.O. 1990, c. A.31, Section 40, as amended;

AND IN THE MATTER OF appeals with respect to taxation years 2009 through 2013 on premises municipally known as 11884 Sunset Road, Con Enbtr Pt Lots 46 to 49 ("Subject Property").

B E T W E E N:

FORD MOTOR COMPANY OF CANADA LTD.

Appellant

–and–

MUNICIPAL PROPERTY ASSESSMENT CORPORATION

and THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

Respondents

MINUTES OF SETTLEMENT

1. The parties have agreed to settle the above referenced appeals on the following basis:

Original Assessment

Class	2009 Assessment	2010 Assessment	2011 Assessment	2012 Assessment	2013 Assessment
CT	$488,116	$488,116	$231,705	$231,705	$184,700
LT	$43,239,076	$43,239,076	$19,465,487	$19,465,487	$18,302,300

LU	$2,308,278	$2,491,252	$2,674,226	$2,857,200	$2,308,400
RT	$468,608	$468,608,	$468,608	$468,608	$878,600
TOTAL	$46,504,078	$46,687,052	$22,840,026	$23,023,000	$21,674,000

Proposed Assessment

Class	2009 Assessment	2010 Assessment	2011 Assessment	2012 Assessment	2013 Assessment
CT	$231,705	$231,705	$231,705	$231,705	$231,705
LT	$27,800,000	$19,465,487	$15,465,487	$9,165,487	$9,165,487
LU	$2,674,226	$2,674,226	$2,674,226	$2,857,200	$2,857,200
RT	$468,608	$468,608	$468,608	$468,608	$468,608
TOTAL	$31,174,539	$22,840,026	$18,840,026	$12,723,000	$12,723,000

2. The parties certify that the Minutes of Settlement herein refer only to matters that are properly before the Board and that no hearing is required.

DATED: October 16, 2013

K. WEST, Lawyer for
Ford Motor Company of Canada Ltd.

DATED: October , 2013

Municipal Property Assessment Corporation

DATED: October 21, 2013

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

The Corporation of the Township of Southwold
Donna Clermont, CAO/Clerk

MEMORANDUM OF AGREEMENT MADE AS OF OCTOBER 18, 2013
[Tax Agreement]

BETWEEN:

FORD MOTOR COMPANY OF CANADA LTD. ("Ford")

[Party of the First Part]

and

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD ("Township")

[Party of the Second Part]

Whereas the assessment appeals initiated pursuant to the Assessment Act, R.S.O. 1990, c.A.31 as amended, related to the Ford St. Thomas assembly plant located in the Township with the municipal address 11884 Sunset Road ("subject property") for the 2009 to 2013 taxation years have been settled;

And whereas the parties have also agreed, for good and valuable consideration, the receipt and sufficiency of which is hereby duly acknowledged, regarding the assessment to be returned for 2014 to 2016 taxation years provided that Ford continues to own the subject property during this time period;

And whereas the parties have agreed to a payment schedule for the tax impact of such changes to the assessment values;

And whereas the parties wish to have their agreement reduced to writing for certainty amongst all parties;

The parties agree as follows:

A. Tax Refunds as Between Ford and the Township

1. The Minutes of Settlement completed in relation to the Assessment Act appeals for the 2009 through 2013 taxation years result in the tax refund detailed in Schedule "A" attached hereto. It is agreed that the refund shall be payable as per Schedule "B" attached hereto.

B. Existing Applications Related to the 2009 through 2011 Taxation Years

2. Any proceedings or applications initiated pursuant to the provisions of the Municipal Act, 2001, S.O. 2001, c. 25 for the 2009, 2010, 2011 taxation years [including the 2011 vacancy rebate application] are hereby expressly withdrawn.

C. S.364 Vacancy Application for the 2012 Taxation Year
Other Municipal Act, 2001 Applications for the 2012 Taxation Year

3. The parties hereto, by their lawyers or on their own behalf, agree to implementation of the Vacancy Rebate Application for the 2012 taxation year in the form attached hereto as Schedule "C". Any other application made pursuant to any provision of the Municipal Act, 2001, for the 2012 taxation year is hereby expressly withdrawn.

4. The Township and Ford agree that the calculation of the 2012 Municipal Act, 2001, s.364 vacancy application will be processed as part of this Agreement and, after the reduction in value of the Subject Property for the 2012 taxation year, the vacancy rebate referenced in Schedule "D" is in addition to the refund as stated in paragraph 1 hereof.

5. Ford shall make no appeals with respect to the 2012 vacancy rebate application.

6. This Agreement shall not preclude Ford from making applications to the Township pursuant to sections 357, 358, or 364 of the Municipal Act, 2001, S.O. 2001, c.25 and and O. Reg. 325/01 commencing with the 2013 taxation year.

EXECUTION

7. The parties agree that this Agreement may be signed in counterpart and transmission by email is accepted by all.

LEGAL ADVICE

8. Each party has received independent legal advice in respect of this Memorandum of Agreement, or expressly waived the right to same, and through execution of this document confirms sufficient understanding of its terms and indicates agreement to all terms referenced herein.

Dated at TORONTO this 18th day of October, 2013

FORD MOTOR COMPANY OF CANADA LTD.

Per: K. WEST, Lawyer for FORD
I have authority to bind the Corporation

Per:
I have authority to bind the Corporation

Dated at Fingal this 21 day of October, 2013

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

Per: Grant Jones, Deputy Mayor
I have authority to bind the Corporation

Per: Donna Clermont, CAO/Clerk
I have authority to bind the Corporation

Schedule 'A' to the Tax Agreement

FORD MOTOR COMPANY
000.006.22200

2009 assessment	2010 assessment	2011 assessment	2012 assessment	2013 assessment	class	Full Taxes 2009	2010	2011	2012	2013
ORIGINAL ASSESSMENT										
488,116	488,116	231,705	231,705	184,700	CT	14,026.33	13,929.49	6,501.45	6,336.37	5,130.74
43,239,076	43,239,076	19,465,487	19,465,487	18,302,300	LT	2,254,393.76	2,160,081.98	872,485.17	805,882.72	771,399.67
2,308,278	2,491,252	2,674,226	2,857,200	2,308,400	LU	78,226.67	80,895.59	77,911.98	76,888.85	63,241.34
468,608	468,608	468,608	468,608	878,600	RT	5,340.73	5,341.94	5,305.91	5,255.48	10,006.30
46,504,078	46,687,052	22,840,026	23,023,000	21,674,000	TOTAL	2,351,987.48	2,260,249.00	962,204.52	894,363.42	849,778.04
PROPOSED ASSESSMENT										
231,705	231,705	231,705	231,705	231,705	CT	6,658.19	6,612.23	6,501.45	6,336.37	6,436.48
27,800,000	19,465,487	15,465,487	9,165,487	9,165,487	LT	1,449,433.06	972,431.69	693,196.53	379,456.61	386,304.10
2,674,226	2,674,226	2,674,226	2,857,200	2,857,200	LU	90,628.51	86,837.10	77,911.98	76,888.85	78,276.37
468,608	468,608	468,608	468,608	468,608	RT	5,340.73	5,341.94	5,305.91	5,255.48	5,336.93
31,174,539	22,840,026	18,840,026	12,723,000	12,723,000		1,552,060.49	1,071,222.95	782,915.88	467,937.30	476,353.88
Annual Refund						-799,926.99	-1,189,026.05	-179,288.64	-426,426.12	-373,424.16
Capping adjustment						102,310.95	158,418.13	114,723.76	110,982.01	19,205.10
Total Potential Refund PER YEAR						-697,616.04	-1,030,607.92	-64,564.88	-315,444.11	-354,219.06
									-2,108,232.95	-354,219.06

SCHEDULE 'B'

The Township of Southwold agrees to pay 50% of the refund amounts, as detailed in Schedule A to this agreement, for the 2009, 2010, 2011 and 2012 taxation years within 30 days of signature of this agreement.

The Township of Southwold agrees to pay the remainder of the refund amounts, as detailed in Schedule A to this agreement, for the 2009, 2010, 2011 and 2012 taxation years within 180 days of signature of this agreement.

The Township of Southwold agrees to pay 50% of the vacancy rebate amount, as detailed in Schedule A to this agreement, for the 2012 taxation year within 30 days of receipt of the completed vacancy rebate application with assessment values from the Municipal Property Assessment Corporation.

The Township of Southwold agrees to pay the remainder of the vacancy rebate amount, as detailed in Schedule A to this agreement, for the 2012 taxation year within 180 days of receipt of the completed vacancy rebate application with assessment values from the Municipal Property Assessment Corporation.

The Township of Southwold agrees to pay 100% of the refund amount, as detailed in Schedule A to this agreement, for the 2013 taxation year within 30 days of signature of this agreement.

Schedule "C"

Application for Rebate of Property Taxes
for Vacancies in Commercial and Industrial Buildings

Page 1

Taxation year for which the application is being made: 2012

MUNICIPAL USE ONLY
Application #

INSTRUCTIONS

- The deadline for submitting applications is February 28 of the year following the taxation year to which the application relates.
- Deliver this completed application to your local municipal office.
- Any person who knowingly makes a false or deceptive statement in this application is guilty of an offence and, upon conviction, is liable for a fine.
- To be eligible for a rebate, a building or portion of a building must satisfy the conditions described in Category 1 or Category 2 below.

ELIGIBILITY (Please check ✓ to confirm eligibility.)

Category 1 - Buildings that are Entirely Vacant

A whole commercial or industrial building will be eligible for a rebate if:

☐ the entire building was unused for at least 90 consecutive days.

Category 2 - Buildings that are Partially Vacant

A suite or unit within a commercial building will be eligible for a rebate if, for at least 90 consecutive days, it was:

☐ unused; and

☐ clearly delineated or physically separated from the used portions of the building; and

☐ either ☐ capable of being leased for immediate occupation, or

☐ undergoing or in need of repairs or renovations that prevented it from being available for lease for free entire occupation, or

☐ used for occupation.

A portion of an industrial building will be eligible for a rebate if, for at least 90 consecutive days, it was:

☑ unused; and

☑ clearly delineated or physically separated from the used portions of the building.

Exclusions

A building or portion of a building will not be eligible for a rebate if:

- it is used for commercial or industrial activity on a seasonal basis;
- during the period of vacancy it was subject to a lease, the term of which had commenced; or
- during the period of vacancy it was included in a sub-class for vacant land.

Note: For complete information about eligibility and application requirements, refer to section 442.6 of the Municipal Act and Ontario Regulation 325/01.

For general information about the rebate program, you may refer to the Ministry of Finance bulletin entitled "Property Tax Rebates for Vacant Commercial and Industrial Buildings." This bulletin is available on the Internet at www.gov.on.ca/fin.

PROPERTY INFORMATION

Address (Number and Street): CON EBRTR PT LOTS 48 TO 49

City/Town/Municipality, etc.: SOUTHWOLD | Province: ON | Postal Code:

Roll Number (See your notice of property assessment or your property tax bill, or contact your local municipality.): 3 4 2 4 0 0 0 0 0 6 2 2 3 0 0 0 0 0 0

Owner's Name: FORD MOTOR COMPANY OF CANADA

Mailing Address (Number and Street): C/O MCP/WALBOM PROFESSIONAL CORPORATION, 10 DAYLESFORD COURT STE 240

City/Town/Municipality, etc.: Toronto | Province: ON | Postal Code: M9W 6L2

Phone Number: (416) 842-3003 | Fax Number: (416) 224-1169

Representative/Agent's Name (if applicable): Walker Poole Nixon LLP Attn: Jack A. Walker

Mailing Address (Number and Street): 5160 Yonge St, Suite 515

City/Town/Municipality, etc.: Toronto | Province: ON | Postal Code: M2N 6N5

Phone Number: (416) 225-5160 | Fax Number: (416) 225-0072

Occupied	Vacant	Description of Vacant Area (include unit/suite number, floor or row, building number. Attach sketch if necessary.)	Size of Vacant Area in Sq. Ft.	Period of Vacancy (It must be at least 90 consecutive days.) FROM (day month year)	TO (day month year)	MUNICIPAL USE ONLY Assessment	MUNICIPAL USE ONLY Amount of Tax Rebate
☐	☐	PLEASE SEE ATTACHED	sq. ft.	01/01/12	31/12/12	231705 CT	
☐	☐		sq. ft.	01/01/12	31/12/12	9165487 LT	
☐	☐		sq. ft.				
☐	☐		sq. ft.				
☐	☐		sq. ft.				

☐ List continued on Page 2

I certify that the information contained in all pages of this form and attachments is true and correct.

Name of Applicant (print): Walker Poole Nixon LLP Per: Jack A. Walker, O.C. | Signature: | Date: Feb 22/13

Total from Page 2:

GRAND TOTAL:

MUNICIPAL USE ONLY
Name of Assessor (print): | Signature: | Date:

MUNICIPAL USE ONLY
Name of Municipal Representative (print): | Signature: | Date:

The information on this form is collected under the authority of section 442.6 of the Municipal Act and Ontario Regulation 325/01 and it will be used only for the purpose of determining eligibility for a property tax rebate and the amount of the rebate in respect of vacant commercial and industrial buildings. Questions about the collection of personal information should be directed to your local municipal office.

Schedule 'D' to Tax Agreement

FORD MOTOR COMPANY
000.006.22200

2012 assessment	class	Tax Rate	Taxes	2012 Com Vacancy	2012 Ind Vacancy
ORIGINAL ASSESSMENT					
231,705	CT	0.02734672	6,336.37		
19,465,487	LT	0.04140059	805,882.72		
2,857,200	LU	0.02691056	76,888.85		
468,608	RT	0.01121508	5,255.48		
23,023,000	TOTAL		894,363.42		
PROPOSED ASSESSMENT					
231,705	CT	0.02734672	6,336.37	6,336.37	
9,165,487	LT	0.04140059	379,456.61		379,456.61
2,857,200	LU	0.02691056	76,888.85		
468,608	RT	0.01121508	5,255.48		
12,723,000			467,937.30		
Annual Refund				-1,900.91	-132,809.81
Capping adjustment				(125.86)	(44,690.54)
Total Vacancy Rebate				-2,026.77	-177,500.36
					-179,527.13

COUNCIL HIGHLIGHTS

TUESDAY,
OCTOBER 10, 2023

IN THIS ISSUE:

Transforming Tomorrow Campaign: More Care. Closer to Home

Official Plan Amendment No. 4 Transforms West Elgin's Residential Landscape

Charting the Course: Shaping the Future of Elgin County Library Programs

Empowering Health: Elgin County Homes' Strategic Move for Clear Medical Directives and Enhanced Resident Care

Powering Progress: A Vision for Sustainable Growth and Community Engagement

Securing the Future: Elgin County's Proactive Approach to Upgrading to Office 365

Modernizing Financial Operations: Upgrading Accounting Software

Transparency in Action: 2022 Annual Report & Financial Statements

TRANSFORMING TOMORROW CAMPAIGN: MORE CARE. CLOSER TO HOME

St. Thomas Elgin General Hospital (STEGH) Foundation representatives presented their Transforming Tomorrow Campaign to County Council and to ask for a $2.5M donation towards the Campaign.

Through this Campaign, our local hospital plans to expand the Diagnostic Imaging Suite with the need for $8M in community donations. The main objective of this campaign is to bring MRI Technology to the hospital. The Ministry of Health has committed to funding the MRI equipment's operation, but the Foundation needs to raise funds to purchase and install the MRI machine.

Additionally, the campaign includes a significant renovation to redesign the space, ensuring safety for staff and patients while keeping patients closer to home.

Council forwarded the $2.5M ask to the Budget Committee for consideration in the 2024 Budget deliberations.

OFFICIAL PLAN AMENDMENT NO. 4 TRANSFORMS WEST ELGIN'S RESIDENTIAL LANDSCAPE

The Official Plan Amendment No. 4 to the Official Plan of the Municipality of West Elgin has been approved by the County Council with the minor modifications indicated in the Council report.

This amendment aims to change the land use designation on the subject lands from 'Rural Residential' to site-specific 'Rural Residential.'

This change will allow the lands to be used for residential purposes, including semi-detached and townhouse dwellings with full Municipal services. The modified application has received support from the Municipal staff, MHBC Planning Consultants, and V&V Enterprises.

CHARTING THE COURSE: SHAPING THE FUTURE OF ELGIN COUNTY LIBRARY PROGRAMS

County Council adopted the 'Elgin County Library Programming and Partnership Policy' to govern the selection, development, and delivery of programs offered by Elgin County Library.

In 2022, the library programs were attended by a total of just over 27,000 people. The evidence so far in 2023 suggests that the popularity of these programs is still growing in the post-pandemic era.

Therefore, it is appropriate to implement a policy that governs the types of programs that library staff can host or facilitate. At the same time, this policy should articulate the library's commitments to matters such as intellectual freedom and responsible use of resources to deliver these programs.

EMPOWERING HEALTH: ELGIN COUNTY HOMES' STRATEGIC MOVE FOR CLEAR MEDICAL DIRECTIVES AND ENHANCED RESIDENT CARE

The County of Elgin Homes, which includes Bobier Villa, Elgin Manor, and Terrace Lodge, requires medical directives to provide clear direction and authority for registered nurses and registered practical nurses. These directives cover a range of specific duties, including administering vaccinations (such as Pneumovax, COVID-19, and influenza), medications for palliative care, and treatments for medical conditions that fall outside of a resident's prescribed medication and treatment routine.

To ensure timely implementation and high-quality resident care, County Council approved that the Director of Homes and Seniors Services and/or Administrator have the authority to approve medical directives after they have been reviewed and approved by the appropriate people, including the Homes Medical Director.

POWERING PROGRESS: A VISION FOR SUSTAINABLE GROWTH AND COMMUNITY ENGAGEMENT

The Amazon Fulfillment Centre and Power SE Gigafactory have generated interest from private sector investors in both industrial and residential land development across Elgin County.

Elgin's Economic Development team is working on a joint grant application to FedDev Ontario to attract investments to the region. The proposed project aims to position the area as a hub for electric vehicle manufacturing, leveraging strategic advantages such as location at the heart of the Great Lakes Automotive Corridor, proximity to the new VW electric vehicle battery factory, and access to critical minerals.

This growth also requires community engagement initiatives, which will involve local municipalities and residents to make informed decisions and balance the benefits and challenges of growth. Council directed County staff to meet with Local Municipal Partner Councils and Chief Administrative Officers to gain a better perspective into the public engagement component of this initative.

SECURING THE FUTURE: ELGIN COUNTY'S PROACTIVE APPROACH TO UPGRADING TO OFFICE 365

The County's Service Delivery Review was followed by a Cyber incident revealing vulnerable areas in our IT infrastructure. Efforts have since focused on data protection and software digitization.

To achieve this, County Council approved upgrading the County's outdated Microsoft Office Suite to Office 365 (O365), allowing Elgin to move data to the cloud. The next step is implementing O365, which will be contained within the 2023 County IT budget.

MODERNIZING FINANCIAL OPERATIONS

Our Finance Department's current accounting software, Sage300, is an older version that was last updated in 2017. As of October 1, 2023, it will be unsupported but will remain operational for an unknown period of time.

To avoid business interruption and improve efficiency, County Council approved the update to a newer version of Sage300. This update will help to simplify the accounting system and provide timely reports for Finance Staff and support their work with the budget and year-end processes.

TRANSPARENCY IN ACTION: 2022 ANNUAL REPORT & FINANCIAL STATEMENTS

The County of Elgin has the obligation to produce Audited Financial Statements every year and make them readily accessible to the public. The Director of Finance/Treasurer of the County, together with the County's retained Auditor, Rob Foster of Graham Scott Enns, presented the 2022 Financial Statements and Annual Report to County Council.

Shortly after the meeting, these documents were uploaded to the County's website for public use. The Financial Statements will also be sent to our funding partners and the Ministry of Municipal Affairs and Housing.

For the complete October 10, 2023, County Council Agenda Package, please visit the Elgin County **website.**

June McLarty

From: Layton Bennett <lbennett@campaign-office.com>
Sent: October 5, 2023 10:00 AM
To: June McLarty
Subject: The Royal Canadian Legion Ontario Command- 11th Annual Military Service Recognition Book
Attachments: Rates.pdf

Hello June and Council,

I want to thank the Township of Southwold for its longstanding support fort Ontario's Veterans, it's a big help and we sincerely appreciate it. Please find enclosed a copy of our Advertisement Letter and Rate Sheet for the **Ontario Command Legion's 11TH annual edition of our Military Service Recognition Book** to honor and recognize our Veterans.
This unique remembrance publication includes past and present-day Veterans biographies and photographs. With the help of our Veterans, their families and friends, submissions are collected at local legion branches and our next edition is scheduled for release in **October 2024,** in advance of our Annual Remembrance Day Ceremonies.
It is available for all to see at local legion branches and online at the Ontario Command Legion's website: **Military Service Recognition Books - Flipbook format (legion.ca)**. It helps us, and our younger generations, appreciate and never forget the Sacrifices made by our Veterans for the freedoms we enjoy today.

Military Service Recognition Books - Flipbook format

Military Service Recognition Books - flipbook format

www.on.legion.ca

We would sincerely appreciate **The Township of Southwold's continued** support and appreciation for our Veterans by purchasing an advertisement in our next edition. I have included a copy of your previous ad, here.

If you require any additional information, please reply to this email or phone me at our toll-free number below. I will follow up with you in the near future.

Thank you for your consideration and/or support.

Sincerely,

Layton Bennett
Advertising Rep / Publication Office
The Royal Canadian Legion Ontario Command
Campaign Office
(1-855-241-6967)

oncl@fenety.com

This e-mail and any attachment(s) is for authorized use by the intended recipient(s) only. If you are not the intended recipient, you are hereby notified that any review, retransmission, conversion to hard copy, copying, circulation or any other use of this message and any attachments is strictly prohibited. If you are not the intended recipient, please notify the sender immediately and delete this e-mail and any attachment(s). Thank you. Ref [ED071422139]

www.on.legion.ca

The Royal Canadian Legion
Ontario Command

"Military Service Recognition Book"

Dear Sir/Madam:

Thank you for your interest in **The Royal Canadian Legion Ontario Command,** representing **Ontario's Veterans.** Please accept this written request for your support, as per our recent telephone conversation.

The Royal Canadian Legion Ontario Command is very proud to be once again printing over **10,000 copies** of our **11th annual "Military Service Recognition Book"**, scheduled for release by October 2024. This unique remembrance publication recognizes and honours our Province's Veterans and helps us fulfill the Legion's role as the **"Keepers of Remembrance"**. Proceeds raised from this annual appeal are also used to support Veterans Transition Programs to help modern day Veterans that suffer from PTSD and other challenges.

The Legion is recognized as one of Canada's largest Veterans Support Organizations and we are an integral part of the communities we serve. This project helps ensure the Legion's continued success. We would like to have your organization's support for this Remembrance project by sponsoring an advertisement space in our **"Military Service Recognition Book."**

Please find enclosed a rate sheet for your review. Whatever you are able to contribute to this worthwhile endeavor would be greatly appreciated. For further information please contact **Ontario Command Campaign Office** toll free at **1-855-241-6967**.

Thank you for your consideration and/or support.

Sincerely,

Derek Moore

Derek Moore
President

www.on.legion.ca

The Royal Canadian Legion
Ontario Command

"Military Service Recognition Book"

Advertising Prices

Ad Size		Cost		HST		Total
Full Colour Outside Back Cover		$2,579.65	+	$335.35	=	$2,915.00
Inside Front/Back Cover (Full Colour)		$2,243.36	+	$291.64	=	$2,535.00
2 Page Spread (Full Colour)		$3,588.50	+	$466.50	=	$4,055.00
Full Page (Full Colour)	7" X 9.735"	$1,765.49	+	$229.51	=	$1,995.00
½ Page (Full Colour)	7" X 4.735"	$969.03	+	$125.97	=	$1,095.00
¼ Page (Full Colour)	3.375" X 4.735"	$575.22	+	$74.78	=	$650.00
1/10 Page (Full Colour b/card)	3.375" X 4.735"	$349.56	+	$45.44	=	$395.00

H.S.T. Registration # 10686 2824 RT0001

All typesetting and layout charges are included in the above prices.

A complimentary copy of this year's publication will be received by all advertisers purchasing space of 1/10 page and up, along with a Certificate of Appreciation from the Ontario Command.

PLEASE MAKE CHEQUE PAYABLE TO:
The Royal Canadian Legion
Ontario Command
(RCL ON)
(Campaign Office)
P O Box 8055, Station T CSC
Ottawa, ON K1G 3H6

Visa/Mastercard Accepted

adcopy can be emailed to: oncl@fenety.com

The Township of Southwold
Waiving of Facilities Fees Application Form

Township of Southwold
35663 Fingal Line
Fingal, ON N0L 1K0
Phone: 519-769-2010
Fax: 519-769-2837
communications@southwold.ca

Name of Event:			
Shedden Soccer AGM			
Name of Group or Organization			
Shedden Soccer			
Primary & Secondary Contact Person	Purpose of Event		
Amber Wadsworth Michelle Lackey	Annual General Meeting, a requirement of the organization		
Contact Address		Postal Code	
Phone # Primary / Secondary	Email / Website:		
	sheddensoccer@gmail.com		
Not for Profit # or Charitable Organization Registration #:			
Activity or Event Information			
Fees to be Waived (ie: facility rental)	Keystone Meeting Room Rental		
Date and Times:	Wednesday November 8- 6:30pm - 8:30pm (AGM is 7:00pm-8:00pm)		
Number of People expected:	10	Admission Fee: (If applicable)	none
Will food be served?	no	Will alcohol be served?	no

Activity or Event Description

How will your activity or event enhance community services and recreation in the Township of Southwold?

Shedden soccer is a non-profit organization that provides a fun way for youth to be active in the community. Over 200 youth were registered last season.

The Township of Southwold
Waiving of Facilities Fees Application Form

Township of Southwold
35663 Fingal Line
Fingal, ON N0L 1K0
Phone: 519-769-2010
Fax: 519-769-2837
communications@southwold.ca

Please describe the projected social, cultural, economic and environmental impact that the activity or event will have on the Township and its residents.
Youth get to make new friends and parents get involved with coaching which provides a social impact on the township residents
What will the impact on the activity or event be if the fee is **not** waived?
Registration fees for soccer may have to increase, impacting the residents of Southwold.
Are you seeking funding from any other sources (fundraising, grants, sponsorships, etc.)?
We do some fundraising through our snack shop and have sponsors from local businesses.
What features will you have in place to ensure that your event is accessible to all residents (residents with disabilities)?
Keystone complex is accessible for anyone who wishes to attend. As well, our minutes from the AGM will be available on our website for anyone to access if they are unable to attend in person.

Deadline for submission is November 15, for events being held the following year.

The Township of Southwold
Waiving of Facilities Fees Application Form

Township of Southwold
35663 Fingal Line
Fingal, ON NOL 1K0
Phone: 519-769-2010
Fax: 519-769-2837
communications@southwold.ca

The Township of Southwold may waive fees to eligible applicants to help offset the fee(s) that would be charged by the Township related to the delivery or presentation of festivals or events which offers an inclusive experience to a wide range of participants.

An approval of waived fees by Council, does not guarantee the availability of a reservation.

Applicants are still required to apply and sign for a park/facility rental agreement, and supply the necessary supporting documentation, such as proof of liability insurance, special occasion permit, and or special event permit.

Council reserves the right to limit the total amount of fees waived annually.

Ineligibility

Some activities are beyond the scope of this program, regardless of their merit. Fees will not be waived for:
• Festivals or events that are similar to those already being provided by the Township
• Festivals or events already funded through other programs or agreements with the Township. •
Damage deposits will not be refunded.
• Non-Township fees or expenses.

Application Checklist

Please submit one hard copy of the following documents with your application for fee reduction / waiver. ❑
Copy of Township rental agreement, confirming: Dates/times and location of event, and all fees associated with the event.

Applications can be submitted, in person, fax or mail to:

Township of Southwold,
Attention: Community Services & Communications Clerk
35663 Fingal Line
Fingal, ON NOL 1K0
Fax: 519-769-2837
or by email: communications@southwold.ca

Authorization for Application

On behalf of, and with the authority of, the above-mentioned organization, we certify that the information given in this application for waiving of facilities fees is true, correct and complete in every respect.

Name:	Amber Wadsworth	Title:	Executive Member
Signature:		Date:	Oct. 16/23

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2023-56

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

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

1. By-Law No. 2011-14, as amended, is further amended by amending Schedule 'A', Map 7, to change the zone symbol applying to lands legally described as CON NTRE S PT LOTS 41, 42 and municipally as 39564 Fingal Line shown on Schedule "A", attached hereto and forming part of this By-law, from Agricultural 1 (A1) Zone to Agricultural 3 (A3) Zone.

2. Subsection 5.4 Special Provisions of the By-law is amended by adding the following new Clause as 5.4 (bs):

   "(br) A1-71 As shown on Schedule A, Map 7

   (i) Regulation

   - Maximum Lot Area 0.89 ha (2.19 ac.)

3. (a) If no notice of appeal to this By-law is filed with the Clerk of the Corporation of the Township of Southwold within the time prescribed by the regulations, this By-law shall thereupon come into force and shall take effect from the date of its final passing.

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

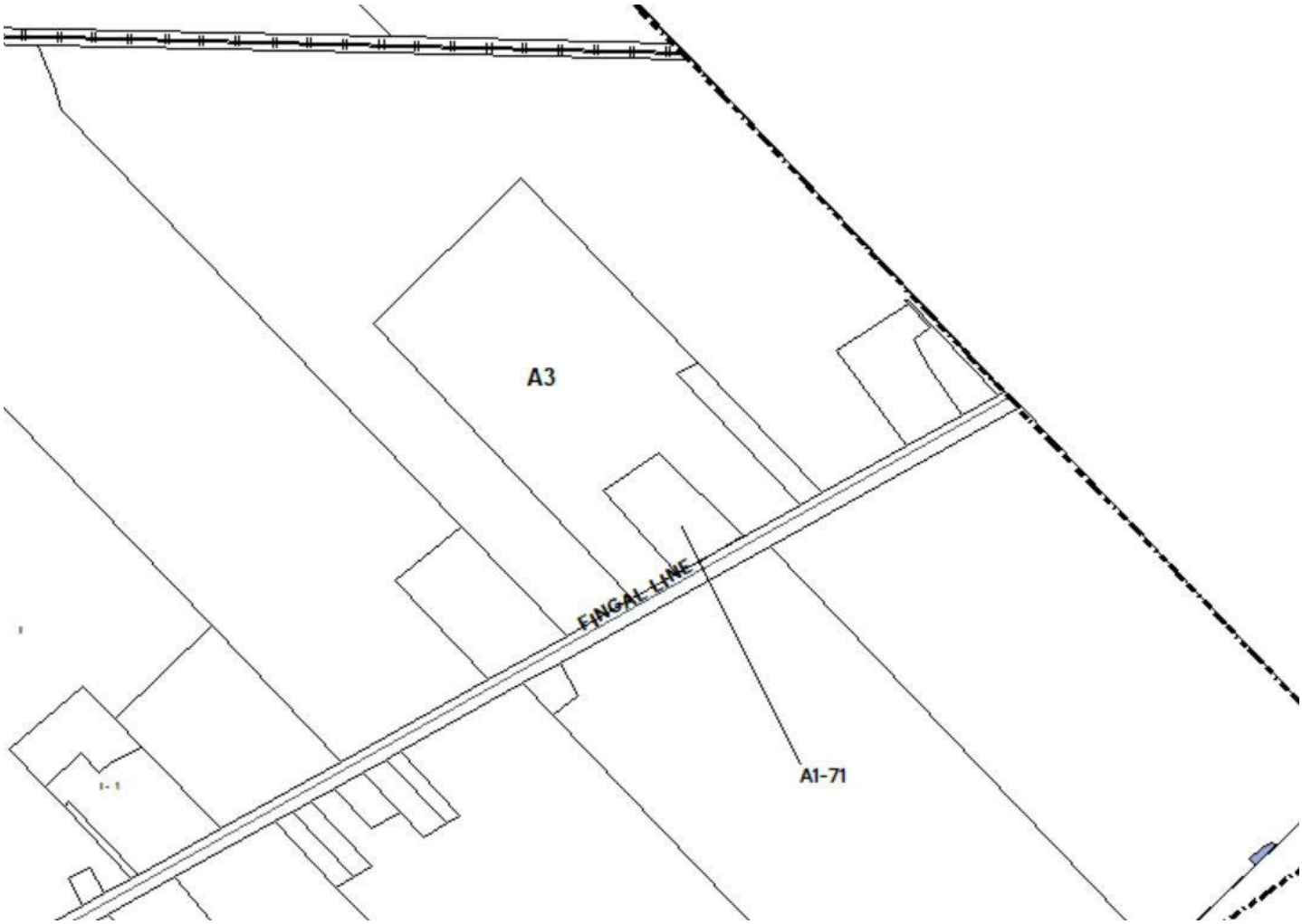
READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND FINALLY PASSED THIS 23RD DAY OF OCTOBER 2023.

_____

Mayor
Grant Jones

_____

CAO/Clerk
Lisa Higgs



This is Schedule "A" to Bylaw No. 2023- 56 passed on the 23rd day of October 2023.

MAYOR **C.A.O /CLERK**

TOWNSHIP OF SOUTHWOLD
COMPREHENSIVE ZONING BY-LAW 2011-14
SCHEDULE "A" MAP 7

N
W E
S

Ministry of Infrastructure

777 Bay Street, 4th Floor, Suite 425
Toronto, Ontario M5G 2E5

Ministère de l'Infrastructure

777, rue Bay, 4 étage, Suite 425
Toronto (Ontario) M5G 2E5

Ontario

MEMORANDUM TO:	Municipalities
FROM:	Jill Vienneau Assistant Deputy Minister Infrastructure Programs and Projects Division
DATE:	October 6, 2023
SUBJECT:	Administrative Penalties Regulation under the *Building Broadband Faster Act, 2021* (BBFA)

As you may know, the *Building Broadband Faster Act, 2021* (BBFA) was enacted in April 2021 to help expedite the construction of provincially funded broadband projects. Among other things, the BBFA gives authorities to the Minister of Infrastructure to reduce barriers to the deployment of broadband-related infrastructure. This includes the ability to make orders that impose administrative penalties for non-compliance with prescribed provisions of the BBFA and related regulations.

On March 8, 2022, the Ministry of Infrastructure posted a proposal on Ontario's Regulatory Registry that sought input on the development of an administrative penalties regulation under the BBFA. I want to thank all organizations that provided their feedback on the proposal.

The regulation has been filed and is now in effect. It prescribes sections 5, 9, and 20.1 of the BBFA for the purposes of administrative penalties:

- Sections 5 and 9 contain requirements for local distribution companies (LDCs) and proponents of provincially funded broadband projects with respect to Minister's notices and orders.

- Section 20.1 requires certain utility infrastructure owners or operators to share data as requested by the Minister within 15 business days of receiving a request.

The regulation does not apply to municipal service and right of way access applications (section 10.1 of the BBFA).

The regulation prescribes several factors that the Minister may consider when determining the amount of a penalty (which is up to a maximum of $500,000 as per the BBFA), such as the impact of the contravention and whether actions were taken to remedy the contravention. It specifies that a penalty may only be imposed within one year from when the contravention occurred. The regulation prescribes additional items, including the minimum information that must be included in orders which impose administrative penalties, rules that determine when an order is considered to have been received, and requirements related to the review process.

Administrative penalties are intended to serve as a deterrent to non-compliance with certain provisions of the BBFA to help ensure that provincially funded broadband projects can be completed by the end of 2025. Other measures, such as dispute resolution processes and

Minister's notices and orders, are also available and are described in the recently updated Building Broadband Faster in Ontario Guideline (version 3.0), which was released on August 14, 2023.

The Guideline includes information on the Technical Assistance Team (TAT), which has been established to provide technical and administrative support to internet service providers (ISPs), LDCs, and municipalities on the implementation of provincially funded broadband projects. The TAT can be reached at TAT@infrastructureontario.ca and is available to facilitate collaborative discussions between stakeholders to help achieve non-binding, mutually agreeable resolutions to disputes. The Guideline recommends that all parties work together in a spirit of cooperation as building broadband infrastructure is a shared responsibility.

The Ministry is committed to continued and ongoing engagement with all stakeholders on the work outlined in the Guideline and the legislative or regulatory requirements for provincially funded broadband projects. We appreciate your continued support as the Government works to reduce barriers and speed up broadband deployment to support our goal of enabling high-speed internet access to all communities across the province by the end of 2025.

Sincerely,

Jill Vienneau

cc. Karen Moore, Assistant Deputy Minister, Strategic Network and Agency Policy Division, Ministry of Energy

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY- LAW NO. 2023-57

Being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on October 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 ENACTS AS FOLLOWS:

1. That the actions of the Council of the Township of Southwold at the Regular Meeting of Council held on October 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 23rd DAY OF OCTOBER, 2023.

Mayor
Grant Jones

CAO/Clerk
Lisa Higgs

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

-ADDENDUM TO AGENDA-

Monday October 23, 2023

REGULAR MEETING OF COUNCIL

7:00 p.m., Keystone Complex, 35921 Talbot Line, Shedden/Via Video Link

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2. ADDENDUM TO AGENDA

Items Added:

8. REPORT:

(e) CBO 2023-17 Replacing Lights at the Keystone Complex

9. CORRESPONDENCE:

(c) Elgin County Federal Economic Development Application – Letter of Support Request.

TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: October 23rd 2023

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

REPORT NO: CBO-2023-017

SUBJECT MATTER: Replacing Lights at the Keystone Complex

Recommendation(s):

THAT Council authorizes the replacement of lighting at the Keystone Complex, which includes the conversion of existing ballasts and light bulbs.

Purpose:

The purpose of this report is to seek direction from Council to proceed with the lighting upgrades at the Keystone Complex.

Background:

Included in the 2023 budget were recommended improvements to the lighting at the Keystone Complex and the allocation of $25,000.00 to complete the project. During budget deliberations there was significant discussion about transitioning to new light fixtures in the Complex and whether the additional costs for the transition to new fixtures produced significant return on investment over the life of the asset. Given the foregoing, staff was instructed to investigate the difference in costs for replacing existing compared to re-lamp and changing the ballasts alone.

Comment:

To achieve ongoing cost savings for the municipality and to ensure that the municipality is always working to reduce its energy footprint, the Keystone Complex (municipality's highest energy user) is identified as needing lighting upgrades. Staff have ascertained various quotes to convert the lighting at the Keystone Complex. A first quotation allows for the replacement of the entire fixtures and also includes the cost to replace lighting at the Pavilion and Re-Chlorination centre. The total estimated cost is $26,000, slightly higher than the 2023 budget estimate. With previous direction from Council to remove the light replacement at the Re-Chlorination facility and pavilion, (based on the limited use of these facilities), the estimated cost to replace only the bulbs and ballasts and not the entire fixtures at the Keystone is estimated at $16,000. There may be grants available from the utility provider and staff will investigate whether

these are available during the installation process. Utility grants available are contingent upon an entire replacement and are not available for re-lamp and ballast.

For simplicity sake, here is a brief snapshot of the two proposed projects and commentary on the options:

OPTION 1: CONVERT ENTIRE FIXTURE AND INSTALL LED FIXTURES

- Higher initial capital investment
- Marginally greater energy savings (however, these are minimal and may be difficult to quantify or demonstrate)
- New LED fixtures are guaranteed for 10 years
- Less ongoing maintenance and reduced service call charges over the life of the asset
- Future replacement will mean a full replacement of entire fixture (vs. only replacing the bulbs)

OPTION 2: CONVERT ONLY BALLASTS AND REPLACE LED LIGHT BULBS

- Lower initial capital investment
- Greater energy savings than what is there now, but likely lower savings than replacing the entire fixtures
- Bulbs and ballasts will likely need replacing in the 3-5 year time frame
- May need replacement in the future to convert entire fixture
- Maybe difficult to purchase replacement parts in the future

Financial Implications:

The cost implications in the short term to complete the entire project (including pavilion and re-chlorination) is estimated to be at approximately $10,000.00, however with these elements removed, the overall estimated additional cost will be lowered. Staff recommends proceeding with the complete replacement of the fixture, given the long-term savings in maintenance and frequency of replacement.

Strategic Plan Goals:

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

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

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

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

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

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

Respectfully Submitted by:
Corey Pemberton,
Director of Building and Community Services
"Submitted electronically"

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

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

October 20, 2023

Dear Mayor Jones and Southwold Council,

I am writing to request your support for Elgin County's grant application to the Federal Economic Development Agency for Southern Ontario. We are undertaking this initiative to develop an investment attraction strategy that leverages our strategic location, recent developments in electric vehicle battery production, and the increasing interest in the development opportunities within our region. This project is not just about Elgin County; it's about strengthening our entire community.

The project's success hinges on the collaborative support of our local municipalities. Each of you plays a vital role in our shared future, and your letter of support will demonstrate your commitment to our regional development and growth.
By endorsing Elgin County's grant application, you are advocating for a project that encompasses a multitude of advantages:

1. **Economic Growth:** The project is designed to foster clean economic growth by promoting electric vehicle manufacturing, reducing environmental impact, and creating new job opportunities within our region.
2. **Local Business Growth:** Your support will contribute to the growth of small to medium-sized businesses, particularly in the clean technology sector, ensuring that our local enterprises are well-positioned for the future.
3. **Inclusivity and Regional Coverage:** Endorsing this project showcases your commitment to promoting inclusivity and diversifying the regional economy, ensuring a more balanced and sustainable future.
4. **Localizing Supply Chains:** The project will contribute to localizing supply chains, ensuring greater resilience in the face of evolving global markets.

While we are excited about the potential benefits of this initiative, we also recognize that challenges and risks are an inherent part of any undertaking of this magnitude. Your support will help mitigate these risks and increase our chances of success.

The County of Elgin has identified potential risks, such as a lack of municipal capacity, infrastructure costs, power capacity shortages, and energy consumption growth. However, we are confident that our collaborative approach, strong partnerships, and risk mitigation measures will lead to a positive outcome. With your support, we can address these challenges more effectively and ensure the success of the project.

We understand the importance of your role in our shared future and would greatly appreciate your endorsement of Elgin County's grant application. This collaborative effort will not only benefit Elgin County but also the entire region, creating a prosperous, sustainable, and inclusive community for our residents.

To provide your letter of support or if you have any questions or require further information about the project, please do not hesitate to contact us. We value your input, and we are committed to working closely with you to develop and implement this strategy.

Thank you for considering our request.

Sincerely,

Carolyn Krahn

Carolyn Krahn
Manager of Economic Development, Tourism and Strategic Initiatives
519-631-1460 | ckrahn@elgin.ca

Attachments:

1. Report to County Council Re: Investment Attraction – FedDev Grant Application
2. Letter of Support Template

REPORT TO COUNTY COUNCIL

FROM: Carolyn Krahn, Manager of Economic Development, Tourism and Strategic Initiatives

DATE: October 3, 2023

SUBJECT: Investment Attraction – FedDev Grant Application

RECOMMENDATIONS:

THAT staff be directed to work with the Local Municipal Partners to submit a grant application to FedDev Ontario to support the development and implementation of an investment attraction strategy.

INTRODUCTION:

The opening of the Amazon Fulfillment Centre and the development of the Power SE Gigafactory have generated significant interest from the private sector in both industrial and residential land development within the County. By working with our Local Municipal Partners, the County can maximize this opportunity for the entire region and ensure that the benefits of this growth are realized by our communities.

Economic Development staff, with input from the local Chief Administrative Officers, are working on a grant application to FedDev Ontario. This grant will help us create a plan to attract investments to our region. A joint application makes it more likely that our grant application will succeed and that the resulting plan will benefit the entire area.

FedDev Ontario supports not-for-profit and community organizations with grants ranging from $125,000 to $10 million per project. They focus on clean economic growth, helping growing companies, advancing technology, and aiding in the transition of traditional industries. They prioritize inclusive growth and regional coverage, welcoming projects that benefit underrepresented groups and communities.

Successful projects aim to make local economies better by filling gaps, attracting businesses, and promoting new ideas. They include supporting major employers, creating economic clusters, expanding into new markets, and making supply chains local. The grant is open to industry organizations, municipalities, and non-profits that drive economic growth and development.

For more information on this grant opportunity, visit FedDev Ontario. The grant application form is also attached to this report.

DISCUSSION:

The proposed project will position Elgin County and the surrounding region as a hub for the manufacturing of electric vehicles and will foster investment and stimulate business growth. By leveraging strategic advantages such as our location at the heart of the Great Lakes Automotive Corridor, proximity to the new Volkswagen electric vehicle battery factory, and access to critical minerals, the project aims to create a thriving ecosystem with increased business activity, talent attraction, and global competitiveness in rural southern Ontario.

1. Objectives

- Attract Investment and Develop the Electric Vehicle Battery Supply Chain: The primary objective is to attract significant investment to Elgin County, facilitating the development of a robust electric vehicle battery supply chain. Our strategic location makes us a prime choice for manufacturing and supplying products and services within the electric vehicle battery supply chain.
- Foster Business Scale-up and Diversification: The project seeks to stimulate the growth of small to medium-sized businesses actively supporting the electric vehicle battery supply chain and related industries.
- Connect Smaller Communities to Globally Competitive Economies: The project will enhance economic diversification and connect the lower tier municipalities within Elgin County to globally competitive economies. By establishing a cluster that fosters collaboration among businesses, educational institutions, and research organizations, the project lays the foundation for a vibrant and innovative ecosystem, promoting job creation and prosperity for the entire region.

2. Project Overview

Timeline	Task	Cost
November – December 2023	<u>Work with Lower Tier Municipalities to Clarify Goals</u> The project will build a strategy to coordinate a collective response to the rapid growth expected in the region. The goal is to optimize support for investors and implement a managed growth strategy that addresses the needs of current and future businesses and residents. Growth strategies will be informed by Official Plans and other key documents to manage potential competition and synergies in various types of growth.	Staff Time

November – December 2023	Update Vacant Land Inventory The project will collaborate with the lower tier municipalities to gather lists of current vacant lands in the County. This information will be added to our GIS maps to make it easier for potential investors to access all available land and supporting information in one location.	Staff Time
October 2023 – June 2024	Complete Master Servicing Study A consultant will be engaged to map existing servicing infrastructure (water, waste water, gas, hydro, fibre) onto the vacant land inventory, providing accurate information to potential investors.	$475,000
December 2023 – February 2024	Identify Parcels Ready for Development In partnership with the lower tier municipalities, the project will contact landowners to determine their interest in marketing their lands to potential investors.	Staff Time
June 2024 – July 2024	Address Servicing Gaps The Master Servicing Study will provide options and recommendations for necessary infrastructure, ensuring its availability for development.	Staff Time
January 2024 – September 2024	Update Incentives Staff will work with the Local Municipal Partners to review and evaluate the current Community Improvement Plan (CIP). Following the review, staff will consult with the local municipalities to determine the growth priorities for each municipality and update the CIP to support the growth of existing businesses and to attract investment in priority sectors.	Staff Time
November 2023 – May 2024	Streamline Planning Processes In partnership with the local municipalities, the project will strengthen planning services and streamline planning applications and approvals to expedite the development process for investors.	Staff Time
June 2024 – June 2026	Develop Workforce Attraction and Retention Plan Collaborating with relevant organizations, the project will establish goals and actions for workforce training, education, diversity, equity, and inclusion initiatives, addressing housing and transportation needs.	Staff Time

June 2024 – June 2026	Create and Implement Marketing and Lead Generation Strategy The project aims to develop a comprehensive marketing and lead generation strategy to attract potential investors and generate interest in Elgin County. This will involve creating a compelling community profile highlighting the county's strengths, using effective advertising methods such as a dedicated website, ads, and face-to-face meetings. The lead generation process will include market research and targeted outreach efforts to identify potential investors. The goal is to engage potential leads directly, providing information and facilitating meetings with stakeholders to secure investments that contribute to establishing Elgin County as a hub for the manufacturing of electric vehicles.	$150,000
October 2024 - ongoing	Establish BR+E Program and Evaluate Strategies Developing an investment aftercare program and using data to enhance investment attraction and retention strategies, the project will consider existing businesses and provide opportunities for expansion.	Staff Time

FINANCIAL IMPLICATIONS:

The grant ask would be $625,000 with the County's and Local Municipality's contribution being their staff time.

ALIGNMENT WITH STRATEGIC PRIORITIES:

Serving Elgin	Growing Elgin	Investing in Elgin
☒ **Ensuring alignment of current programs and services with community need.** ☒ **Exploring different ways of addressing community need.** ☒ **Engaging with our community and other stakeholders.**	☒ **Planning for and facilitating commercial, industrial, residential, and agricultural growth.** ☒ **Fostering a healthy environment.** ☒ **Enhancing quality of place.**	☒ **Ensuring we have the necessary tools, resources, and infrastructure to deliver programs and services now and in the future.** ☒ **Delivering mandated programs and services efficiently and effectively.**

Additional Comments:

LOCAL MUNICIPAL PARTNER IMPACT:

County staff will work with the Local Municipal Partners to draft the grant application. If the application is successful, staff will work closely with the local municipalities to develop and implement a County-wide investment attraction strategy.

COMMUNICATION REQUIREMENTS:

County staff will reach out to the Local Municipal Partners to request letters of support for the grant application. The result of the application will also be shared with the Local Municipal Partners.

CONCLUSION:

Recent industrial developments have spurred private sector interest in both industrial and residential land development within Elgin County and the surrounding region. By working with our Local Municipal Partners and pursuing a grant from FedDev Ontario, the County can maximize this opportunity for economic growth. The proposed project aligns with the FedDev vision of supporting regional initiatives, clean economic growth, technology advancement, and inclusive development. The proposed project aims to create a vibrant ecosystem for the manufacturing of electric vehicles. Looking forward, our commitment extends to ongoing initiatives such as the BR+E Program and the support of existing businesses. By leveraging local assets and resources, this project seeks to solidify Ontario's position as a leader in the electric vehicle industry, while creating a sustainable future for Elgin County and its communities.

All of which is Respectfully Submitted

Carolyn Krahn
Manager of Economic Development,
Tourism and Strategic Initiatives

Approved for Submission

Don Shropshire
Chief Administrative Officer/Clerk

Federal Economic Development Agency for Southern Ontario

Agence fédérale de développement économique pour le Sud de l'Ontario

APPLICATION FOR FUNDING
(Not-For-Profit Applicants)

IMPORTANT:

- Before you begin, please review the information on our **website** to confirm your eligibility. The Application Guide provides important background information, definitions, and instructions on how to complete your Application for Funding.
- If you have any questions, please **contact FedDev Ontario** or phone at 1-866-593-5505.
- Complete your Application for Funding using Adobe Reader® 10 (or higher). You may not be able to fill and save your form using a different PDF software. Troubleshooting can be found in the Application Guide.
- Questions with an asterisk * are mandatory.
- After completing the Application for Funding, please attach all required supporting documents by using the "Add Attachments" buttons in this document. When you are ready to submit, please first print and save a copy for your records.
- **Incomplete applications cannot be assessed and will be deemed ineligible.**

APPLICANT INFORMATION

1. Legal name of Applicant organization *

2. Is the operating name same as legal name? * ◯ Yes ◯ No

Operating name (if different from legal name).

3. Type of organization *

If other, please specify.

4. Is the Applicant subsidiary? * ◯ Yes ◯ No

If yes, identify the parent entity and its location (city/country):

5. Business number (provided by the Canada Revenue Agency) *

6. If you are an Indigenous organization, please provide your Band Number (if applicable)

7. Select from the drop-down box below to indicate the nature of your organization. *

If you selected Manufacturing, please select from the drop-down box below to specify the type of manufacturing your business does.

If other, please specify.

8. Provide a brief description of your organization, which must include: *
   - Objectives, mandate, core activities, scope, and/or key products and services
   - Organization history, including years in operation, and major achievements
   - Details on your organization's structure and governance

   (maximum 3,000 characters)

9. Date of Incorporation/Formation: (YYYY-MM-DD) *

10. Your company's fiscal year end: (YYYY-MM-DD) *

11. Number of full-time employees in Canada: *

12. Number of part-time employees in Canada: *

13. Number of employees outside of Canada: *

14. Name of the FedDev Ontario representative with whom you spoke regarding your project, if applicable:

15. Applicant Address: Street, Unit Number, etc. *

City *	Province *	Country *	Postal Code
	Ontario	Canada	

16. Business website

17. Business-related social media accounts, such as your Twitter, Facebook, Instagram, LinkedIn, YouTube, etc.

18. In which official language do you wish to communicate? * ◯ English ◯ French

AUTHORIZED PROJECT CONTACT

19. First name *		Last name *
Title *		Email *
Business telephone number *	Extension	Mobile telephone number

AUTHORIZED FINANCIAL CONTACT

20. First name *		Last name *
Title *		Email *
Business telephone number *	Extension	Mobile telephone number

PROJECT INFORMATION

21. Provide a short project description (2-3 sentences), summarizing the project and outlining the project's results. * (maximum 200 characters)

Please note that this information may be used by FedDev Ontario for public reporting

22. Which FedDev Ontario program are you applying to? (maximum 100 characters)

23. Estimated start date of project: (YYYY-MM-DD) *	24. Estimated end date of project: (YYYY-MM-DD) *

25. Provide the physical address where the largest portion of the project will occur: Street, Unit Number, etc. *

City *	Province *	Country *	Postal Code *
	Ontario	Canada	

26. Will any part of the project be carried out on federal lands? * ◯ Yes ◯ No

27. In what Official Language will your project offer products or services? * ◯ English ◯ French ◯ Both

28. Describe your project plan, including main activities to be undertaken and key milestones during the project, and plan for sustainability following the end of the funding period (if known/applicable). * (maximum 3,000 characters)

29. Describe your project's objective(s) and, the anticipated outcome(s), and outline how these will align with the program's priorities (as outlined in the Application Guide). * (maximum 3,000 characters)

30. Is your project proposing to further distribute funding to one or more ultimate recipient? * ◯ Yes ◯ No

If yes, please describe your further distribution of funding model proposal

- *Summarize and attach a project plan with details on proposed end recipients, project activities and funding parameters*
- *Describe how this project does not duplicate other existing measures or initiatives (government or otherwise)*
- *Explain why federal government funding is required to complete this project*
- *Detail your organization's track record of delivering funding programs (if applicable)*

(maximum 3,000 characters)

31. Does your project support clean growth outcomes? * ◯ Yes ◯ No

If yes, please explain and include information that is measurable or quantifiable. (maximum 3,000 characters)

32. The Government of Canada recognizes that many underrepresented groups face unique economic challenges. Understanding that participation of underrepresented groups (listed below) is an integral part of building strong and inclusive communities, and it helps the Government of Canada provide inclusive programming to support all groups. Priority may be given to applications that can demonstrate how they support inclusive growth. You are encouraged to complete this section, however, if your company does not align with or support the below groups, or you do not wish to indicate, leave the fields blank.

	If applicable, please indicate if your company is led or majority led by one or more of the following underrepresented groups:	**If applicable, please indicate if your project will influence any of the following federal inclusive growth priorities:**
2SLGBTQI+	☐	☐
Black Communities	☐	☐
Indigenous Peoples	☐	☐
Members of Official Language Minority Communities	☐	☐
Newcomers to Canada and Immigrants	☐	☐
Persons with Disabilities	☐	☐
Racialized Communities (other than Black)	☐	☐
Women	☐	☐
Youth	☐	☐
Other (maximum 200 characters)		

If applicable, please explain how your company will influence the federal inclusive growth priorities identified above. (maximum 1,000 characters)

33. List any key project partners or collaborators and their role(s) in the project. * (maximum 3,000 characters)

34. Describe the target audience or clientele for your project and its value proposition. In answering this question, identify all similar initiatives in Canada (or internationally) and explain how they how they duplicate, complement and/or differentiate themselves from the activities proposed in your project. * (maximum 3,000 characters)
35. Describe the project's key risks and mitigation strategies (e.g., financial, competitive, technical, regulatory, supply chain). * (maximum 3,000 characters)
36. Describe the need for FedDev Ontario funding and the impact on the project if funding is not received. * (maximum 3,000 characters)

PROJECT RESULTS

37. Please indicate whether your project will lead to any of the following results, and if so, indicate the amount or value. Expected results should be measured from the Start Date of Project to the End Date of Project. *

Result		Amount
Increase in domestic revenues?	◯ Yes ◯ No	
Increase in exports?	◯ Yes ◯ No	
Increase in clean technology sales?	◯ Yes ◯ No	
New foreign investment into Canada?	◯ Yes ◯ No	
New partnerships/collaborations created?	◯ Yes ◯ No	
New intellectual property (IP) to be created or licensed?	◯ Yes ◯ No	
New products or services commercialized?	◯ Yes ◯ No	
New skills development, training/mentorship to be provided?	◯ Yes ◯ No	
Number of businesses supported?	◯ Yes ◯ No	
Number of organizations supported?	◯ Yes ◯ No	
Insert program specific indicator if applicable (refer to Application Guide)	◯ Yes ◯ No	
Total number of jobs to be created at end date of the project: *		Total number of jobs to be maintained at end date of the project: *
Total number of jobs to be created two (2) years after the end date of the project: *		Total number of jobs to be maintained two (2) years after the end date of the project: *

PROJECT BUDGET

38. A. Total Project Costs by Fiscal Year * *(fiscal year is defined as April 1 – March 31)*

2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	Total

B. Total Project Costs by Cost Category

Cost Category	Amount
Project facilities and infrastructure	
Labour	
Expertise	
Equipment and machinery	
Project Management	
Funding for further redistribution	
Materials	
Marketing and outreach costs	
Training and talent costs	
Total Project Costs	

C. Funding Sources

Funding Source	Amount of Funding	Status of Funding
Total Amount of Funding		

Please note that Total Project Costs must be equal in the three tables (A. Total Project Costs by Fiscal Year, B. Total Project Costs by Cost Category and C. Funding Sources)

39. Total Amount requested from FedDev Ontario: * *Note: Complete Applications for Funding will undergo a due diligence review. Funding decisions will take into account the minimum amount required to carry out the project.*	

FINANCIAL INFORMATION

40. Has your company received any federal or provincial funding in the last five (5) years? * ◯ Yes ◯ No

Department/agency name	Program name	Amount of funding received	Purpose of funding	Date funding received (YYYY-MM)	Contact name (at funding source)	Contact email (at funding source)

41. Describe your organization's current financial performance. * (maximum 3,000 characters)
42. Describe how your organization will be sustained beyond the project completion. * (maximum 3,000 characters)
43. Applicants must provide the following documentation to accompany this application by using the Add Attachments button: • Historical financial statements for the last two (2) fiscal years and the most recent interim financial statement • Constituting / Incorporation documents, list of Directors/Members of the Board or other relevant documentation • Biographies of key management and/or key staff required to complete the project • A project schedule that outlines major activities and key milestones (with expected completion dates) for your project • A detailed design plan for your further redistribution of funding proposal (if applicable) • Any other attachments that could support your application such as implementation plans letters of support etc. **Incomplete applications cannot be assessed and may be deemed ineligible.** Please confirm that the mandatory information required is attached to this application. * ☐ Yes

CERTIFICATION

On behalf of the Applicant, I hereby acknowledge and certify that:

(a) I have authority to submit this application on behalf of the Applicant and evidence of this authority will be provided upon request.

(b) I have read and understand this application and program information and will submit all the required information with this proposal. I understand incomplete applications cannot be assessed and will be deemed ineligible.

(c) Funding is discretionary and subject to availability. Submitting a complete Application for Funding and meeting all or any of the assessment criteria does not mean that all or part of the funding requested will be granted.

(d) I am not engaged in any illegal or criminal activity, and do not promote violence, incite hatred or discriminate on the basis of sex, gender identity or expression, sexual orientation, colour, race, ethnic or national origin, religion, age, or mental or physical disability, contrary to applicable laws.

(e) The Applicant, its directors or its officers are not party to or threatened by, to the knowledge of the Applicant, any actions, suits, investigations or other legal proceedings pending and there is no order, judgment or decree of any court or governmental agency, which could materially and adversely affect the business, or its ability to carry out the proposed project.

(f) The information provided herein is complete, true and accurate and covenant that any other information given in the future in connection with the carrying out of the project will also be complete, true and accurate.

(g) Financial assistance from FedDev Ontario is a significant factor in the decision to proceed with this project, and I authorize FedDev Ontario to make credit checks or other inquiries it deems necessary to evaluate this application. I agree to provide any further information that may be required for FedDev Ontario to make a decision.

(h) Project costs incurred by the Applicant in the absence of a signed contribution agreement with FedDev Ontario are incurred at the sole risk of the Applicant and any such costs may not be considered eligible for FedDev Ontario assistance.

(i) FedDev Ontario, its officials, employees, agents and contractors may share this application and/or make enquiries of such persons, firms, corporations, federal, provincial and municipal government departments/agencies, and not-for-profit, economic development or other organizations as may be appropriate, and may collect and share information with them, as FedDev Ontario deems necessary to assess this application, refer the application, administer and monitor the implementation of the project, and to evaluate the results of the project and program.

(j) Information provided to FedDev Ontario will be treated in accordance with the *Access to Information Act* and the *Privacy Act*. These laws govern the use, protection and disclosure of personal, financial and technical information by federal government departments and agencies. Information provided to FedDev Ontario is secured from unauthorized access.

(k) The Applicant has not engaged any person to solicit financial assistance for a commission, contingency fee or other form of consideration dependent upon the approval of this Application for Funding.

(l) Any person who has been lobbying on behalf of the Applicant to obtain a contribution as a result of this application is registered pursuant to the *Lobbying Act* and was registered pursuant to that Act at the time the lobbying occurred. Where the lobbying duties of the employees of the Applicant constitute a significant part of the employee's duties, the Applicant is in compliance with the *Lobbying Act*.

(m) Any former public office holder or public servant employed by the Applicant is in compliance with the provisions of the *Conflict of Interest Act, the Values and Ethics Code* for the Public Sector and the *Directive on Conflict of Interest*.

(n) The Applicant agrees to comply with the *Official Languages Act* as may be required, and specifically where a project involves services to or activities with the public.

(o) As part of its project assessment process, FedDev Ontario requires that all projects conform with the Impact *Assessment Act (2019)*.

(p) The Applicant is not in default under any funding agreement with the federal government.

◯ I Agree *

Name *	Title *

Signature of officer with signing authority for the organization	Date (YYYY-MM-DD) *

A signature is not required if you are submitting your application electronically.

The Honourable Filomena Tassi
Federal Economic Development Agency for Southern Ontario
101-139 Northfield Drive West
Waterloo, Ontario
N2L 5A6

November 1, 2023

Dear Minister Tassi,

I am writing on behalf of [Your Municipality] to express our support for the grant application submitted by the County of Elgin. We are committed to working with the County of Elgin to advance economic development, foster inclusive growth, and position the region as a hub for electric vehicle battery production and manufacturing. The proposed investment attraction strategy is not only aligned with the priorities of FedDev Ontario but also holds tremendous promise for our community and the broader region.

The County of Elgin's project plan reflects a clear understanding of the potential opportunities and challenges in our region. We believe this initiative has the potential to generate significant benefits, not only for Elgin County but for the surrounding municipalities and the broader economy. The timeline, objectives, and partnerships outlined in the grant application showcase the comprehensive approach that the County of Elgin is taking to create a thriving ecosystem for electric vehicle manufacturing and related industries.

In light of the project's scope and impact, we wish to highlight key areas of support:

1. **Clean Economic Growth:** The project aligns with the imperative of fostering clean economic growth by promoting the manufacturing of electric vehicles and sustainable technologies. Elgin County's strategic location within the Great Lakes Automotive Corridor makes it well-suited to support such environmentally responsible initiatives.

2. **Growing Companies:** By fostering the growth of small to medium-sized businesses in the electric vehicle battery supply chain, the project actively supports the growth of companies in the clean technology sector. This focus on local businesses aligns with our community's vision for economic development.

3. **Inclusive Growth and Regional Coverage:** The project's focus on connecting smaller rural communities in Elgin County to globally competitive economies promotes regional inclusivity and bolsters economic diversification. This approach aligns with our municipality's vision for balanced and inclusive growth.

4. **Making Supply Chains Local:** The project's dedication to addressing infrastructure and servicing gaps is essential for localized supply chains, which will increase the resilience of the electric vehicle industry in our region and support our sustainability objectives.

However, we acknowledge that any endeavor of this magnitude comes with its share of risks and challenges. It is crucial to be prepared and proactive in addressing these potential roadblocks. The County of Elgin has identified several key risks associated with the project, including a lack of capacity at the municipal level, infrastructure costs, power capacity shortages, energy consumption growth, and

more. To mitigate these risks, the project plan outlines a range of measures, such as shared servicing opportunities, master servicing studies, regional solutions, and public-private partnerships.

We are confident that the County of Elgin's risk mitigation measures, combined with strong regional partnerships, will help ensure the successful implementation of the project.

In conclusion, we wholeheartedly endorse the County of Elgin's grant application and believe that their investment attraction strategy will not only benefit our municipality but will have a positive ripple effect on the entire region. We look forward to the prospect of a cleaner, more diversified, and economically vibrant future, and we eagerly await the positive impact this project will have on our local communities.

Should you have any questions or require further information, please do not hesitate to contact us. We are committed to working hand in hand with the County of Elgin to support and contribute to the success of this transformative initiative.

Thank you for your consideration.

Sincerely,

[Your Name] [Your Title] [Your Municipality]