



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

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

**Monday December 11, 2023**

### **REGULAR MEETING OF COUNCIL**

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

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**1. CALL TO ORDER**

**2. ADDENDUM TO AGENDA**

**3. DISCLOSURE OF PECUNIARY INTEREST**

**4. ADOPTION AND REVIEW OF MINUTES**

- (a) Draft Minutes of the Regular Council Meeting of November 27, 2023
- (b) Draft Minutes of the War Memorial Committee Meeting of November 14, 2023

**5. DELEGATION**

**6. DRAINAGE**

- (a) Filing of the Report – Palmer Drain 2023
- (b) DRA 2023-08 Section 78(5) Petition - Larson Drain East

**7. PLANNING**

- (a) PLA 2023-33 Plan of Subdivision Application 34T-SO2302 – Talbotville Meadows Phase 2

**8. REPORTS**

- (a) FIR 2023- Activity Report – November 2023
- (b) ENG 2023-61 Activity Report – November 2023
- (c) ENG 2023-62 Highway 3 Twinning Comments Update
- (d) FIN 2023-22 Water and Sanitary Sewer Budgets
- (e) CAO 2023-66 Activity Report – November 2023
- (f) CAO 2023-67 Elgin County and Local Municipal Partners Joint Diversity, Equity and Inclusion Plan 2024-2026
- (g) CAO 2023-68 Insurance Renewal

**9. CORRESPONDENCE**

- (a) Correspondence from Elgin Group Policing Service Board RE: Service Resource Officer Program in the Thames Valley District School Board district
- (b) Resolution from the Municipality of Tweed RE: 1/3 Funding Grant Programs
- (c) Thank you from Optimist Clubs
- (d) Resolution from the Town of Plympton-Wyoming RE: Support to Revoke Strong Mayor Powers and Increase in the Leave to Construct Threshold.
- (e) Resolution from Township of Puslinch RE: Support of Municipality of Wawa Resolution regarding Amendments to the Income Tax Act.

**10. BY-LAWS**

- (a) By-law No. 2023-62, being a by-law to amend the assessment schedule of By-law No. 2022-82 based on the actual costs incurred for the construction of the G.H. Pennings Drain 2022.
- (b) By-law No. 2023-63, being a by-law to amend the assessment schedule of By-law No. 2023-13 based on the actual costs incurred for the construction of the A & C Jones Drain 2022.
- (c) By-law No. 2023-64, being a by-Law to amend By-law No. 2014-65, being a By-law to regulate the distribution and use of water and to fix the prices and times of payments
- (c) By-law No. 2023-65, being a by-law to adopt the 2024 Water System Operating and Capital Budget
- (e) By-law No. 2023-66, being a by-law to establish Sanitary Sewer Rates and to repeal By-law No. 2022-98
- (f) By-law No. 2023-67, being a by-law to adopt the 2024 Sanitary Sewer System Operating and Capital Budgets
- (g) By-law No. 2023-68, being a by-law to enter into an amended agreement for Purchase and Sale – Horton Street Property
- (h) By-law No. 2023-69, being a by-law to appoint a Committee of Adjustment and repeal By-law No. 2022-89
- (i) By-law No. 2023-70, being a by-law to enter into an agreement with the Municipality of Dutton Dunwich – GIS and Asset Management Coordinator
- (j) By-law No. 2023-71, being a by-law to adopt an Emergency Management Program and repeal By-law Nos. 2014-12 and 2019-83
- (k) By-law No. 2023-72, being a By-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on December 11, 2023

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

**12. CLOSED SESSION**

- (a) Personal Matters about identifiable individual, including municipal or local board employees (Section 239(2)(b))- 2 items - Market Check and Fire/Emergency Services Personnel

- (b) Labour relations or employee negotiations (section 239(2) (d))- CUPE Negotiations
- (c) A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board (Section 239 (2)(k) – Sanitary Services

**13. ADJOURNMENT:**

**NEXT REGULAR MEETING OF COUNCIL**

**Monday January 8, 2024 @ 7:00 P.M.**

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

**NEXT BUDGET MEETING OF COUNCIL**

**Wednesday January 10, 2024 @ 6:00 P.M.**

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



## THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

### MINUTES

Regular Council Meeting  
Monday November 27, 2023  
7:00 p.m. Council Chambers, Fingal/Via Video Link

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

ALSO PRESENT: Lisa Higgs, CAO/Clerk  
Michele Lant, Director of Corporate Services/Treasurer  
Aaron VanOorspronk, Director of Infrastructure & Development  
Services  
Jeff McArthur, Director of Emergency Services/Fire Chief  
Danielle Truax, Planner  
June McLarty, Corporate Services Clerk

ABSENT: Councillor Sarah Emons

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

**ADDENDUM TO AGENDA:** None

**DISCLOSURES:** None

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

#### **Council Minutes – Adopt**

#### **2023-259 Councillor Fellows – Deputy Mayor Pennings**

**THAT** the Minutes of the Regular Council Meeting of November 13, 2023  
are hereby adopted.

**CARRIED**



## **Committee Minutes – Review**

### **2023-260 Councillor Fellows – Councillor Adzija**

**THAT** Council has reviewed the draft Minutes of the Young at Heart Committee Meeting of November 9, 2023.

**CARRIED**

## **PLANNING:**

**PLA 2023-32- Consent Applications E 82-23-E85-23, New Wave Home Design Inc. C/O Shaun Laing C/O Dillon Consulting Limited C/O Connor Wilks, 8068 Union Road**

### **2023-261 Councillor Adzija – Councillor Fellows**

**THAT** Council recommend approval to the Land Division Committee of Elgin County for Consent Applications E82-23 to E85-23 for the creation of 4 residential lots fronting on Union Road subject to the recommended conditions provided in Appendix Two of Report PLA 2023-32.

**CARRIED**

## **DELEGATION:**

**7:18 p.m. – 7:37 p.m.**

**QCWA 3<sup>rd</sup> Quarter Operations Reports-Southwold Water Distribution System and Talbotville Wastewater Treatment Plant.**

### **2023-262 Deputy Mayor Pennings – Councillor Fellows**

**THAT** Council of the Township of Southwold hereby receives the reports from Vitaliy Talashok and Matthew Belding, QCWA re: The Southwold Water Distribution System 3<sup>rd</sup> Quarter Operations Report and the Talbotville Wastewater Treatment Plant 3<sup>rd</sup> Quarter Operations Report for information purposes.

**CARRIED**

## **REPORTS:**

### **ENG 2023-60 Nomination for Municipal Representation – Lake Erie Region Source Protection Committee**

#### **2023-263 Councillor Adzija – Councillor Fellows**

**THAT** Council supports the nomination of Alex Piggot, Manager of Environmental Services at the Municipality of Central Elgin, as municipal representative for Group 7 on the Lake Erie Region Source Protection Committee.

**CARRIED**

### **FIN 2023-19 Q3 Financial Report**

#### **2023-264 Deputy Mayor Pennings – Councillor Adzija**

**THAT** Report FIN 2023-19 Financial Report – January to September 2023 be received and filed for information.

**CARRIED**

### **FIN 2023-20 2024 Budget – Wage Grid Adjustment and Direction**

#### **2023-265 Deputy Mayor Pennings – Councillor Adzija**

**THAT** Council direct staff to prepare the 2024 Budget based on a 4% adjustment to the Wage Grid, in accordance with the Pay Administration Policy.

**CARRIED**

### **FIN 2023-21 2024 Capital Budget – Report #2**

#### **2023-266 Councillor Fellows – Deputy Mayor Pennings**

**THAT** Council provide feedback and direction for preparation of the draft 2024 Budget and Capital Forecast.

**CARRIED**

## **STAFF DIRECTION**

Staff was directed by Council to include the recommended Capital Budget projects in the proposed 2024 Budget.

## **2024 Council Meeting Dates**

### **2023-267 Councillor Adzija – Deputy Mayor Pennings**

**THAT** Council approves the proposed 2024 Council meeting dates.

**CARRIED**

## **County Council Highlights – November 14, 2023**

Mayor Jones presented this report.

### **CORRESPONDENCE:**

- 2024 Fee Waiver Requests
  - Optimist Club of Fingal -Shedden & District
  - Rosy Rhubarb
  - Shedden Fair
  - VON
- Resolution from the Town of Aylmer RE: Provincial Consideration for Amendments to Residential Tenancies Act.
- Correspondence received from the Minister of Energy

### **Optimist Club of Fingal- Shedden & District 2024 Fee Waiver Request**

#### **2023-268 Councillor Adzija – Councillor Fellows**

**THAT** Council of the Township of Southwold approves the \$450 fee waiver request for the 2024 Halloween Party on October 25, 2024 hosted by the Optimist Club of Fingal, Shedden and District at the Keystone Complex.

**CARRIED**

### **Rosy Rhubarb Festival Committee 2024 Fee Waiver Requests**

#### **2023-269 Councillor Fellows – Deputy Mayor Pennings**

**THAT** Council of the Township of Southwold approves the \$4 645.00 fee waiver requests from the Rosy Rhubarb Festival Committee for the use of the Keystone Complex for their annual festival, monthly meeting dates, kitchen and picnic pavilion.

**CARRIED**

### **Shedden Ag Society (Shedden Fair) 2024 Fee Waiver Requests**

#### **2023-270 Councillor Adzija – Deputy Mayor Pennings**

**THAT** Council of the Township approves the \$1 330.00 fee waiver request from Shedden Ag Society (Shedden Fair) for the use of the Keystone

Complex for their monthly meetings, annual general meeting and the Ag Society district meeting.

**CARRIED**

### **VON 2024 Fee Waiver Requests**

#### **2023-271 Deputy Mayor Pennings – Councillor Fellows**

**THAT** Council of the Township of Southwold approves the \$2 385.00 fee waiver request from the VON for their 2024 Dinning Events at the Keystone Complex.

**CARRIED**

### **Resolution from the Town of Aylmer RE: Provincial Consideration for Amendments to Residential Tenancies Act.**

#### **2023-272 Deputy Mayor Pennings – Councillor Fellows**

**BE IT RESOLVED THAT** the Council of the Township of Southwold supports the attached resolution that was passed by the Town of Aylmer regarding Amendments to the Residential Tenancies Act; and,

**THAT** a copy of this resolution be sent to Honourable Premier Doug Ford, Honourable Paul Calandra, Minister of Municipal Affairs and Housing, the Honourable Rob Flack, Member of Provincial Parliament for Elgin-Middlesex-London, the Association of Municipalities of Ontario (AMO) and the Town of Aylmer.

**CARRIED**

### **Correspondence from Ministry of Energy**

Council reviewed this item under Correspondence.

#### **BY-LAW:**

- By-law No. 2023-60, being a by-law to amend the assessment schedule of By-law No. 2022-24 based on the actual costs incurred for the improvement of the McIntosh Drain No. 2 2022.

#### **By-law**

#### **2023-273 Deputy Mayor Pennings – Councillor Fellows**

**THAT** By-law No. 2023-60 be read a first and second time, considered read a third time and finally passed this 27<sup>th</sup> day of November, 2023.

**CARRIED**

## **OTHER BUSINESS:**

- Minutes from the Police Service Board Meeting of September 20, 2023  
Letter of support for Service Resource Officer
- Kettle Creek Conservation Authority 2024 Budget Submission

Council reviewed the items under Other Business

## **CLOSED SESSION:**

### **2023-274 Deputy Mayor Pennings – Councillor Adzija**

**THAT** Council of the Township of Southwold now moves again into a session of the meeting that shall be closed to the public at **8:21 p.m.** in accordance with Section 239 (2) of the Municipal Act, S.O. 2001, c. 25 for discussion of the following matters;

- 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))- 2 Items Sanitary Servicing and Shared Services Infrastructure
- Personal Matters about identifiable individual, including municipal or local board employees (Section 239(2)(b))- Market Check
- Labour relations or employee negotiations (section 239(2) (d))- CUPE Negotiations

**CARRIED**

## **Adjournment of Closed Session**

### **2023-275 Deputy Mayor Pennings – Councillor Fellows**

**THAT** Council of the Township of Southwold adjourns the Closed Session of the Regular Council meeting at **10:53 p.m.**

**CARRIED**

## **STAFF DIRECTION**

Staff were directed by Council to the 4 items that were discussed in the Closed Session.

## **Confirming By-law**

- By-law No. 2023-61, being a By-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on November 27, 2023

**Confirming By-law**

**2023-276 Councillor Adzija – Councillor Fellows**

**THAT** By-law No. 2023-61 be read a first and second time, considered read a third time and finally passed this 27<sup>th</sup> day of November, 2023.

**CARRIED**

**ADJOURNMENT:**

**2023-277 Deputy Mayor Pennings – Councillor Adzija**

**THAT** Council for the Township of Southwold adjourns this Regular meeting of Council at **10:54 p.m.**

**CARRIED**

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Mayor  
Grant Jones

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CAO/Clerk  
Lisa Higgs



## Southwold War Memorial Committee

November 14, 2023  
Keystone Complex, Shedden  
1:30 PM

Attending: Sarah Emons, Len Lynch, Rev Diane Macpherson, Rev John Brown, Bill Aarts, Karen Lynch, Leah Morise

Staff Resource: Caitlin Wight

Regrets: Gayle Bogart, Sandy Annett

Called to order at 1:34 PM

Motion to approve Minutes from October 24, 2023, meeting by Diane Macpherson, Seconded by Leah Morise. All in favour. Carried.

Motion to approve the agenda for the November 14, 2023, meeting by Diane Macpherson, Seconded by Leah Morise. All in favour. Carried.

### Business Arising from Minutes

- Poppies for crosses
  - Got the remainder needed from Poppy box – Caitlin to take \$30 from the war memorial account to pay for them.
- Len, Deputy Mayor Pennings and Grayden
  - Completed a walk through of the site.
  - Will be moving the choir benches and bleachers to the north side of the sidewalk. This leaves south side for microphone, speaker, flags.
  - Grayden will be setting up outdoor command centre in the center of the memorial garden.
- Service was livestreamed, then the edited video was posted to YouTube.
- Caitlin sent poster to Royal Oak, Elgin Manor, and Metcalfe Gardens

- Wreaths
  - Karen and Diane went through them all, all new ribbons and sashes have been added to wreaths.

#### Plans for November 10, 2024

- Choir confirmed for next year.
- Create laminated "Reserved" sheets with the separate groups in attendance for inside and outside – for easier direction and flow.
- Bill Aarts to check in with contact to see if the committee could invite the Navy Association
- Set meeting with Grayden – Len, Sarah, Justin
- 100<sup>th</sup> anniversary of the RCAF
- 25<sup>th</sup> Anniversary of the service
- Just coffee next year, no snacks – discussion on this

#### Other Business

- Notes from the service provided by Len, they are Appendix A.
- Caitlin to send out stipends to cadet groups and other members – same as previous years.
- Caitlin to send out thank you cards to participants and groups, add link to YouTube video of service.
- Committee wants to look at the budget, to get an exact picture of where they were after this year, in advance of next year.
  - Is the service getting too costly?
- Racks for wreaths – not currently

#### Next Meeting

The next meeting will be Tuesday, February 13th, at 1:30 p.m. at the Keystone Complex in Shedden.

#### Adjournment

The meeting was adjourned at 2:51 p.m.



## **Appendix A**

### **Southwold Remembers 2023 Service Comments / Remarks**

Some personal observations of the November 5 presentation:

- Diane and Karen did a great job “sprucing up” and “culling” the wreaths.
- Karen looked after securing 30 more of the small wooden crosses from Stan Lidster. She added the Southwold Remembers logos and new poppies. Even with the addition of the choir, we had enough crosses!
- Diane and Leah provided some research assistance that aided me greatly with production of the Silver Cross video. Although retired from our committee, Pat Temple continues to assist with research.
- Caitlin did a great job making all the corrections and updating the printed programs. I spotted one correction still required at the end of the Missing Man Formation page. I’ll review with Caitlin.
- Karen, Diane and Don Macpherson assembled the wreaths and lined them up in order on Thursday. The chairs were also moved into the main hall.
- It was a bonus to start set up on the Friday. John Price was available to put in the main stage and broadcast control stage. We also installed the curtain behind the main stage and the three flags. This permitted Grayden Laing to install his equipment on Friday which reduced the congestion Saturday morning. John is an incredible staff asset and has assisted with a couple of my projects, this year.
- Grayden decided not to use the in house PA system and brought his own speakers. This worked effectively. Grayden also decided not to have Ted Barris use a microphone. Ted can project to the house audience without a microphone. It also allowed Ted the flexibility of moving around the room which he does so effectively. The production team relied on a shotgun mic for picking up Ted on the broadcast. This worked effectively with Ted but may not work with other presenters.
- Grayden and I decided that the choir needed to be on the stage for “God Save The King”. This was to elevate the children so we could see them when the audience was at attention. Also, we need the broadcast lights to provide proper camera exposures and access to the two microphones.

- We chose not to use a podium on the stage because it is so heavy to remove and we needed the space for the choir. The announcer microphone (on the stand) was also needed for picking up the choir.
- The Saturday set up was very swift and efficient. Brenda Longhurst, Caitlin, Diane, Rev. John, Bill Aarts, Sandy, Leah, Karen, Tom Spicer set up the chairs and added the programs and RESERVE seating signs. Tables were set out for Ted and the refreshment area.
- Leah and Karen had an opportunity to review the **Moment of Silence** details and practice raising and lowering the flags. We need to continue this every year with our own committee people looking after this protocol. Sandy has done the flag for two previous years. The group did a great job on Sunday!
- Grayden Laing and I confirmed the staging at the Memorial Site while Alfred Park completed the technical set up inside the Complex. I think the staging of wreath presenters seated in front of the flags worked very well.
- The new cable tubes allowed us to pull audio cables through the ceiling to accommodate microphones and speaker requirements. Justin Pennings was called in to assist for a couple of hours. **NOTE:** Justin will have staff install permanent cabling for future use. This gives greater attention to safety in the hall by reducing the need to run them across the floor..
- I stayed with Grayden and Alfred until 3:00 pm. Alfred left and Grayden stayed to check out systems and finish some editing.
- Grayden slept at the Complex on Saturday night. I went over for about 90 minutes in the evening so Grayden could run home and pick up some supplies.
- **Sunday Duties:** These are some of the duties which we need to continue every year.
  - Sarah, Mayor Jones and Bill “meet and greet” special guests as they enter Complex. Escort to RESERVED SEATING.
  - Diane assigned to choir. (Seating, staging locations, pins / poppies)
  - Karen L. and Tom Spicer work with cadets and wreath presenters at Site.

- Cathy Burgar works with Ted Barris. Karen Auckland and Nick Doelman assist with books.
- Caitlin, Michele Lant and Leah set up refreshments.
- Len deals with Colour Guard, Parade Marshall, cadets and wreath presenters at Memorial Site. Available for any issues.

### **Observations:**

I felt that this may have been our best production in years. The announcers stayed on time. Transitions between announcers were seamless. Great work was done by Sarah, Rev. John, Rev. Diane and Bill.

Staging was excellent, both inside and outside.

Tom Spicer reported some confusion when the 7 Army Cadet Corps arrived unannounced. Linda Sawyer told me later that they never received the invitation. There was a change in leadership this year and we did not have the correct contact info. I will pass on her new contact info. **I suggest we ask the cadet groups to arrive at 8:30 am.** There is a lot of information to present and a chance to rehearse.

Timing was off a few minutes outside due to the length of Ted's presentation. However, it was a great presentation! Unfortunately, this compromised Grayden's team and equipment moving to the Memorial Site.

As a result of the transition issues for the broadcast team, the Live Streaming of that portion of the show was compromised. Anyone watching on the internet missed most of the announcer segments and associated sounds of the program. The visuals were excellent. The camera guys did exactly what I asked of them; lots of colour, lots of faces, great sequences of wreath presentations, good coverage of the choir, piper and bugler.

I first became aware of the audio issues when I watched the streamed program on Monday morning. I held off for two days before contacting Grayden. He was already editing the program and the revised version was a significant improvement.

### **This is Grayden's explanation:**

*"Yeah, when I plugged the mixer into the online software, the software recognized it, but wouldn't connect to it. I didn't have time to troubleshoot it, or restart the stream, so I grabbed a webcam to use for the audio as the system recognized it as soon as I plugged it in. **The solution for next year is I'll buy a fourth mixer to use for the outside setup so there is no plugging and unplugging of anything. I'll also add in an internet switcher so I can have two systems outside (one for a backup***

*that I can switch over to if there are any issues). If we'd had more time I could have sorted it out and double checked everything, but we only had 7 mins to get outside before the planes flew over.*

*When Alfred spot checked the audio going onto the stream, it was ok because Bill Aarts was talking, but the online noise reduction software cut out almost everything else - and reduced the volume of the choir for some reason - which is why it sounded so weird. You can occasionally hear Alfred talking to the camera guys because the webcam was close enough to pick some of his voice up. I knew the online audio was going to be rough, but I didn't want to stop the ceremony to sort everything out as I was getting good quality audio to the cameras.*

*I took yesterday to edit the outside portion and do a complete audio pass with the audio from the cameras. I'm uploading that this afternoon and I'll send you a link that you can share out."*

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*"Fingers crossed, next year everything will be so good I won't have to take a day to edit anything after. It was definitely the best one yet :)"*

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**Comments From Viewers:**

*"Another meaningful Remembrance service Fantastic singing of Flanders Field they could do that every year.*

*The Silver Cross video was excellent. Nice to see the armories and Talbotville scenes.*

*Amy stayed in her vehicle parked on Talbot Line near the yellow sign. She said she could hear everything.*

*We all felt the laying of the wreaths went faster . It takes great organization."*

**Brenda Longhurst**

*"I just watched this wonderful tribute to Great Uncle William Taylor & to other's who risked their lives. Wow*

*I found it amazing - I wasn't aware of most of this. Fantastic photos & history knowledge. Great Aunt Jenn died the year I was born so never met her. He truly was a hero & sad he & Jenny had so little time together."*

**Jennie Gunning's great niece Diane who lives in British Columbia...**

*"The whole morning was so beautiful. I was so proud of the kids. I did try to watch it afterwards, and yes, the sound was a little scratchy. That's ok . As long as everyone enjoyed it in the moment.*

*Thank you again for the opportunity for our school to be involved .*

*I've got it on the calendar for next year."*

**Jennifer Szturm**

*"Congratulations Len on another perfect service held on a perfect day. Everyone loves Ted Barris and we are so fortunate that he returns each year. I liked how you had a wreath presenter with another waiting. This really made the presentations go smoothly. There was a good crowd with the inside filled and cars lining both sides of Talbot Line. These people came for the outside service only I guess. A great day and everything seemed to go smoothly. Another plus, having seating for many was certainly a bonus."*

**Pat Temple**

*"Perry & I watched the complete service on our TV via the computer*

*A very moving service*

*The tribute to Silver Cross Veteran Taylor of Talbotville*

*Ted Barris - "the Great Escape" what a great speaker, he feels his subject!*

*The Southwold School choir*

*The flying over of Harvards and COPA  
Thank you and the Committee for another very well done service  
A tribute to our Veterans!"*

**Perry & Mary Clutterbuck**

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**Updated Contact Info:**

**Will Alden** – Royal Canadian Legion 41 Sgt –At – Arms (Parade Marshall)

**Linda Sawyer** – 7 Army Cadets St. Thomas

**Capt. Andrew Haves** - (hay-vis)  
Adjutant, 31 Combat Engineer Regiment  
Canadian Armed Forces

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Comment from Pat Quinn: Why is there no Navy Wreath or presence in program?

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I hope everyone noticed the two red roses at the front of the Memorial Site. The family of Ross and Eugene McLellan were in at 9:00 am!

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**2024 Service:**

April 1 2024 marks 100<sup>th</sup> Anniversary of the Royal Canadian Air Force. I suggest we use this as the focus of our 25<sup>th</sup> year of Southwold Remembers.

- Ted Barris topic – something new with RCAF theme? Or repeat BCATP book. See what Ted recommends.
- Silver Cross Honouree – RCAF casualty?
- Can we put together a list (photos) of all Southwold veterans who served with the RCAF?
- We may have access to some posters that will possibly be produced for an RCAF themed presentation in April.
- **Suggestion:** Joanne Cummings Stinson presents the Southwold Veteran's Wreath in memory of her father, Corporal J.C. Clifton "Tip" Holborn
- If Mary Clutterbuck's photo albums are available, we may be able to put together a **25 Year Retrospective of Southwold Remembers Services.**
  - 2000 – Bill Crabe unveiling the plaque at Memorial Site

- Veterans at first service
- 2001 – plaque installed inside Complex
- 2002 – Southwold Remembers... The War Years
- Photo of all veterans included in book
- Pat Temple – Southwold Remembers... # 4 Bombing & Gunnery School Fingal Fatalities 1940 – 1945 (2003)
- Blair Ferguson – Southwold Remembers... The Fingal Observer, No. 4 B&G School (2004)
- Video tape memories from Pat Temple, Mary & Perry Clutterbuck, Spicer family, Bill Aarts (Liberation of Holland tribute), Michael Baker, Ian Raven (displays)
- There may be video material from early programs (2000 program was videotaped by my CFPL TV staff; 2005 – Lorne and Dan MacLellan at No. 4 B&G)
- Memorable Guest Speakers:
  - John Harris (The Great Escape) (Blair Ferguson gift story)
  - Don Harron (Charlie Farquharson) (Road Trip with Charlie F.)
  - Ted Barris (Most frequent and beloved guest speaker)
  - Steve Peters (second most presentations)

**PALMER DRAIN 2023**  
**Township of Southwold**



**SPRIET**  
**ASSOCIATES**  
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London, Ontario  
November 10, 2023

## **PALMER DRAIN 2023**

### **Township of Southwold**

To the Mayor and Council of  
The Township of Southwold

Mayor and Council:

We are pleased to present our report on the construction of the Palmer Municipal Drain serving parts of Lot 1, Range 1 E.M.R. and part of Lot 5, Range 4 W.R.R. in the Township of Southwold.

### **AUTHORIZATION**

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

### **DRAINAGE AREA**

The total watershed area as described above contains approximately 10 hectares. The area requiring drainage is described as the north part of Lot 1, Range 1 E.M.R.

### **EXISTING DRAINAGE CONDITIONS**

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

- that the petitioned lands do not have a proper drainage outlet and requested a new tile drain be constructed across their property up to Bush Line
- that there is an old existing tile in the same location, but is in poor condition, and has been partially removed to provide a temporary outlet as an open channel
- that the old tile originally extended approximately 90 meters downstream through a bush lot

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

- that the lands on the north side of Bush Line are low lying and are not tributary to this drain



**SPRIET ASSOCIATES**  
engineers & architects

## EXISTING DRAINAGE CONDITIONS (cont'd)

- that the existing open channel at the original outlet location is too shallow to provide a sufficient outlet

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

- this included constructing a new branch from the Main Drain northerly to Bush Line to the east of the head of the proposed Main Drain

## DESIGN CRITERIA AND CONSIDERATIONS

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

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

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

## RECOMMENDATIONS

We are therefore recommending the following:

### OPEN PORTION:

- that the existing open channel be reconstructed for 91 meters downstream to provide a proper sub-surface drainage outlet
- that ditch banks be reconstructed where specified including seeding of newly exposed ditch slopes
- that excavated material be levelled adjacent to the drain
- that the ditch bottom and ditch slopes be cleared only (stumps are to be left) of trees where possible, brush, and scrub
- that the working space and access route be cleared and grubbed of trees, brush and scrub where required for machines to access and complete the work on the ditch and the areas where excavated material is to be levelled
- that the stumps, logs, and brush be piled beyond this width



## RECOMMENDATIONS (cont'd)

### CLOSED PORTION:

- that the existing private tile be replaced with a new 200mm and 250mm pipe and that the existing tile be destroyed
- that a new closed drain, to be known as the Branch A, and consisting of 200mm pipe, be constructed to provide a proper surface and sub-surface drainage outlet
- that catchbasins be installed at various locations on the proposed drains to allow direct surface water entry into the tiles and thereby reduce surface flow and erosion

## ENVIRONMENTAL CONSIDERATIONS AND MITIGATION MEASURES

The proposed construction of the Palmer Drain 2023 includes quarry stone outlet protection, surface inlets, and seeding of ditch bank. A temporary flow check of silt fencing is to be installed in the ditch downstream of the tile outlet for the duration of the construction.

## SUMMARY OF PROPOSED WORK

The proposed work consists of approximately 91 lineal meters of open ditch reconstruction including quarry stone rip-rap protection, rock chutes, and bank seeding; approximately 598 lineal meters of 200mm to 250mm HDPE pipe, including related appurtenances.

## SCHEDULES

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

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

Schedule 'B' - Cost Estimate. This schedule provides for a detailed cost estimate of the proposed work which is in the amount of \$87,500.00. This estimate includes engineering and administrative costs associated with this project.

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

Drawing No. 1, Job No. 222283 and specifications form part of this report. They show and describe in detail the location and extent of the work to be done and the lands which are affected.





## ALLOWANCES

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

This allowance provides for the right to enter upon such lands, and at various times for the purpose of inspecting such drain, removing obstructions, and making repairs. Also, the allowance provides for the restrictions imposed on those lands to protect the right-of-way from obstruction or derogation. The amounts granted for right-of-way on tile drains is based on a percentage of the value of the land designated for future maintenance. Therefore, the amounts granted are based on \$9,000.00/ha. through cropped lands and \$3,500.00/ha. through bush. These values are multiplied by the hectares derived from the width granted for future maintenance and the applicable lengths.

**DAMAGES:** Section 30 of the Drainage Act provides for the compensation to landowners along the drain for damages to lands and crops caused by the construction of the drain.

The amounts granted are based on the following:

- a) for closed drain - \$5,550.00/ha.
- b) for closed drains installed through bush - \$4,000.00/ha.
- c) for open ditch work through bush with excavated material levelled adjacent to drain - \$4,000.00/ha.

These base rates are multiplied by the hectares derived from the working widths shown on the plans and the applicable lengths.

## ASSESSMENT DEFINITIONS

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

### SECTION 22

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

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

### SECTION 23

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



## **ASSESSMENT DEFINITIONS (cont'd)**

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

## **ASSESSMENT**

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

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

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

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

## **SPECIAL ASSESSMENT**

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

## **GRANTS**

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





## MAINTENANCE

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

After completion, the Palmer Drain shall be maintained by the Township of Southwold at the expense of all upstream lands and roads assessed in Schedule 'C' - Assessment for Construction and in the same relative proportions until such time as the assessment is changed under the Drainage Act.

Respectfully submitted,

SPRIET ASSOCIATES LONDON LIMITED

M.P. DeVos, P. Eng.



MPD:ms



## SCHEDULE 'A' - ALLOWANCES

## PALMER DRAIN 2023

## Township of Southwold

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

CON.	LOT	ROLL NUMBER (Owner)	Section 29 Right-of-Way	Section 30 Damages	TOTALS
<b>MAIN DRAIN - OPEN PORTION</b>					
R3&4WRR	Pt.5&6	007-190 (L. Mill)	\$ 380.00	\$ 440.00	\$ 820.00
Total Allowances			\$ 380.00	\$ 440.00	\$ 820.00
<b>TOTAL ALLOWANCES ON THE MAIN DRAIN - OPEN PORTION</b>					<b>\$ 820.00</b>
<b>MAIN DRAIN - CLOSED PORTION</b>					
R1EMR	1	008-221 (M. Palmer)	\$ 3,160.00	\$ 3,860.00	\$ 7,020.00
R3&4WRR	Pt.5&6	007-190 (L. Mill)	250.00	430.00	680.00
R1EMR	Pt.1	007-193 (Redtail Inc.)	70.00	120.00	190.00
Total Allowances			\$ 3,480.00	\$ 4,410.00	\$ 7,890.00
<b>TOTAL ALLOWANCES ON THE MAIN DRAIN - CLOSED PORTION</b>					<b>\$ 7,890.00</b>
<b>BRANCH A</b>					
R1EMR	1	8-221 (M. Palmer)	\$ 1,160.00	\$ 1,420.00	\$ 2,580.00
Total Allowances			\$ 1,160.00	\$ 1,420.00	\$ 2,580.00
<b>TOTAL ALLOWANCES ON THE BRANCH A</b>					<b>\$ 2,580.00</b>

## SCHEDULE 'B' - COST ESTIMATE

## PALMER DRAIN 2023

## Township of Southwold

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

**MAIN DRAIN - OPEN PORTION**

Mobilization of equipment	\$	500.00
91 meters of open ditch reconstruction (Approx. 100m <sup>3</sup> )	\$	910.00
Seeding of ditch banks and buffer strips (approx. 220m <sup>2</sup> )	\$	180.00
Levelling of excavated material	\$	320.00
Backfill washouts, supply and place quarry stone rip-rap protection (with filter blanket) on ditch slope as rock chute @ sta. -0+074 (Approx. 3.0 m <sup>3</sup> quarry stone required)	\$	900.00
Clearing & grubbing	\$	1,500.00
Contract security financing	\$	60.00
Contingencies	\$	150.00
Allowances under Sections 29 & 30 of the Drainage Act	\$	820.00

**MAIN DRAIN - CLOSED PORTION**

Mobilization of equipment	\$	700.00
Supply & install 6 meters of 250mm dia., H.D.P.E. plastic sewer pipe including rodent gate and quarry stone rip-rap protection around pipe (Approximately 3m <sup>3</sup> quarry stone req'd)	\$	1,600.00
Installation of the following flexible dual smooth wall solid plastic pipe with approved drainage plow including fusing of joints or fernco couplers and scalping where required		
119 meters of 250mm dia. solid plastic pipe	\$	3,120.00
167 meters of 200mm dia. perforated plastic pipe (with sock)	\$	4,380.00
175 meters of 250mm dia. perforated plastic pipe (with sock)	\$	4,890.00
Supply of the above listed pipe	\$	10,910.00
Destroy existing tile with a rubber tired backhoe and connect existing lateral tile (See General Notes on Drawings) (Approx. 90 meters)	\$	320.00
Strip, stockpile and releve topsoil from tile trench (4m wide) specified on drawings (approx. 254m)	\$	1,520.00



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

**PALMER DRAIN 2023**  
**Township of Southwold****MAIN DRAIN - CLOSED PORTION (cont'd)**

Clearing and Grubbing (8m - width to be cleared)	\$ 1,500.00
Backfill and regrade temporary channel by blading in existing on-site material including stripping and relevening of topsoil where required (approx. 213 meters)	\$ 2,000.00
Supply and install two 600mm x 600mm standard catchbasins including grates and clips	\$ 6,400.00
Exposing and locating existing tile drains	\$ 510.00
Tile connections as noted on plan	\$ 100.00
Contract security financing	\$ 570.00
Tile connections and contingencies	\$ 1,000.00
Allowances under Sections 29 & 30 of the Drainage Act	\$ 7,890.00

**BRANCH A**

Mobilization of equipment	\$ 300.00
Installation of the following flexible dual smooth wall solid plastic pipe with approved drainage plow including fusing of joints or fernco couplers and scalping where required	
131 meters of 200mm dia. perforated plastic pipe (with sock)	\$ 3,590.00
Supply of the above listed pipe	\$ 2,680.00
Strip, stockpile and releve topsoil from tile trench and adjacent working area (4m wide) specified on drawings (approx. 131m)	\$ 800.00
Supply and install one 600mm x 600mm standard catchbasins, including grate and clips	\$ 3,200.00
Contract security financing	\$ 160.00
Tile connections and contingencies	\$ 300.00
Allowances under Sections 29 & 30 of the Drainage Act	\$ 2,580.00

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

**PALMER DRAIN 2023**  
**Township of Southwold****ADMINISTRATION**

Conservation Authority Review Fee	\$ 300.00
Interest and Net Harmonized Sales Tax	\$ 2,992.00
Survey, Plan and Final Report	\$ 12,976.00
Expenses	\$ 872.00
Supervision and Final Inspection	\$ <u>4,000.00</u>
<b>TOTAL ESTIMATED COST</b>	<b>\$ <u>87,500.00</u></b>

**\$ 61,560.00**

## Township of Southwold

\* = Non-agricultural

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL
<b>BRANCH A</b>						
R1EMR	1	1.5	008-221 (M. Palmer)	\$ 7,040.00	\$ 2,903.00	\$ 9,943.00
R3&4WRR	Pt.5&6	0.3	007-190 (L. Mill)		423.00	423.00
R1EMR	Pt.1	0.2	007-193 (Redtail Inc.)		272.00	272.00
TOTAL ASSESSMENT ON LANDS				\$ 7,040.00	\$ 3,598.00	\$ 10,638.00
Bush Line				\$ 1,850.00	\$ 5,292.00	\$ 7,142.00
TOTAL ASSESSMENT ON ROADS				\$ 1,850.00	\$ 5,292.00	\$ 7,142.00
TOTAL ASSESSMENT ON BRANCH A						<u>\$ 17,780.00</u>
TOTAL ASSESSMENT ON THE PALMER DRAIN 2023						<u>\$ 87,500.00</u>

# SCHEDULE OF NET ASSESSMENT

## PALMER DRAIN 2023

### Township of Southwold

Job No. 222283

November 10, 2023

\* = Non-agricultural

ROLL NUMBER (OWNER)	TOTAL ASSESSMENT	GRANT	ALLOWANCES	APPROX. NET
008-221 (M. Palmer)	61,636.00	20,545.00	9,600.00	31,491.00
007-190 (L. Mill)	3,561.00	1,187.00	1,500.00	874.00
* 007-193 (Redtail Inc.)	1,160.00		190.00	970.00
Bush Line	\$ 21,143.00	\$	\$	\$ 21,143.00
	<b>\$ 87,500.00</b>	<b>\$ 21,732.00</b>	<b>\$ 11,290.00</b>	<b>\$ 54,478.00</b>

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

## **GENERAL INDEX**

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



## SECTION A - GENERAL WORK

### INDEX

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

## **SECTION A**

### **GENERAL WORK**

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

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

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

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

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

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

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

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

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

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

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





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

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

.2 **Jacking and Boring**

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





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

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

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

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

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

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

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

### A.5 **FENCES**

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

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



**A.6 LIVESTOCK**

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

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

**A.7 STANDING CROPS**

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

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

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

**A.9 UTILITIES**

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

**A.10 IRON BARS**

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

**A.11 STAKES**

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



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

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

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

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

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

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

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

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

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

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

#### .3 **Sodding**

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

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

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

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

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

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

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

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

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



## SECTION B - OPEN DRAIN

### INDEX

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



## **SECTION B**

### **OPEN DRAIN**

#### **B.1 PROFILE**

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

#### **B.2 ALIGNMENT**

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

#### **B.3 CLEARING AND GRUBBING**

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

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

#### **B.4 EXCAVATION**

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

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

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

#### **B.5 EXCAVATED MATERIAL**

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





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

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

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

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

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

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

**B.7 PIPE CULVERTS**

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

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

**B.8 MOVING DRAINS OFF ROADS**

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

**B.9 TRIBUTARY OUTLETS**

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





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

Sediment basins shall be excavated as specified on drawings prior to commencement of upstream work as shown on the Drawings. The basin shall be in a parabolic shape with a depth of 450mm below the proposed ditch bottom and extend along the drain for a minimum length of 15 meters.

Silt fences shall be placed across ditch bottom immediately downstream of the proposed work as specified on the drawings prior to construction and maintained during construction. The silt fence shall be removed and disposed of after construction.

## B.11 **SEEDING**

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

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

Seeding shall not be completed after September 30.

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



## SECTION C - TILE DRAIN

### INDEX

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

## **SECTION C**

### **TILE DRAIN**

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

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

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

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

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

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

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

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

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





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

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

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

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

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

### C.5 **PROFILE**

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

### C.6 **GRADE**

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

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

### C.7 **EXCAVATION**

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





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

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

## C.8 **INSTALLATION**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





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

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

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

#### C.15 **OUTLET PIPES**

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

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

#### C.16 **CATCHBASINS AND JUNCTION BOXES**

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

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

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

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

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



**C.17 BLIND INLETS**

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

**C.18 GRASSED WATERWAY**

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

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

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

**C.19 BACKFILLING EXISTING DITCHES**

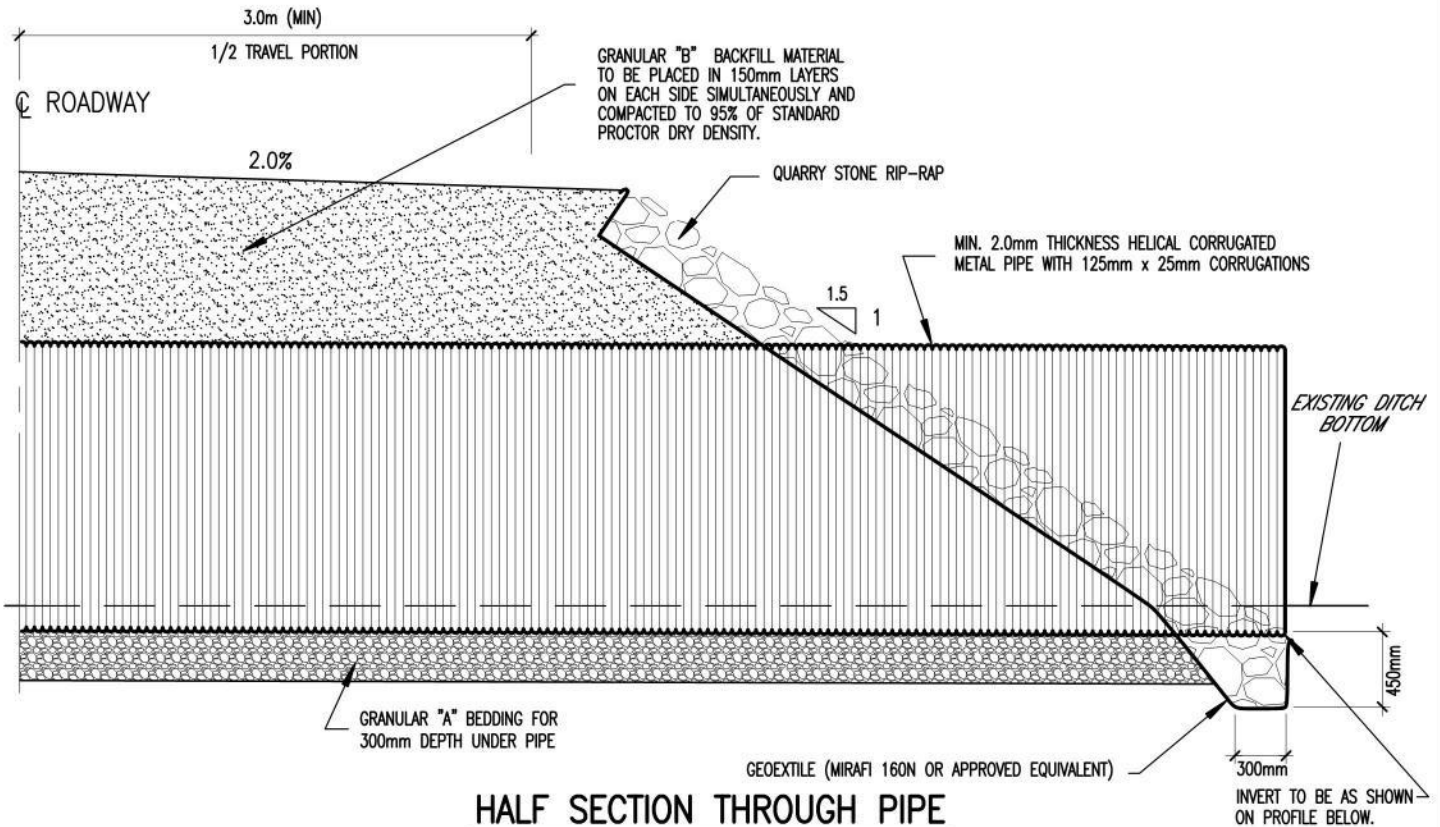
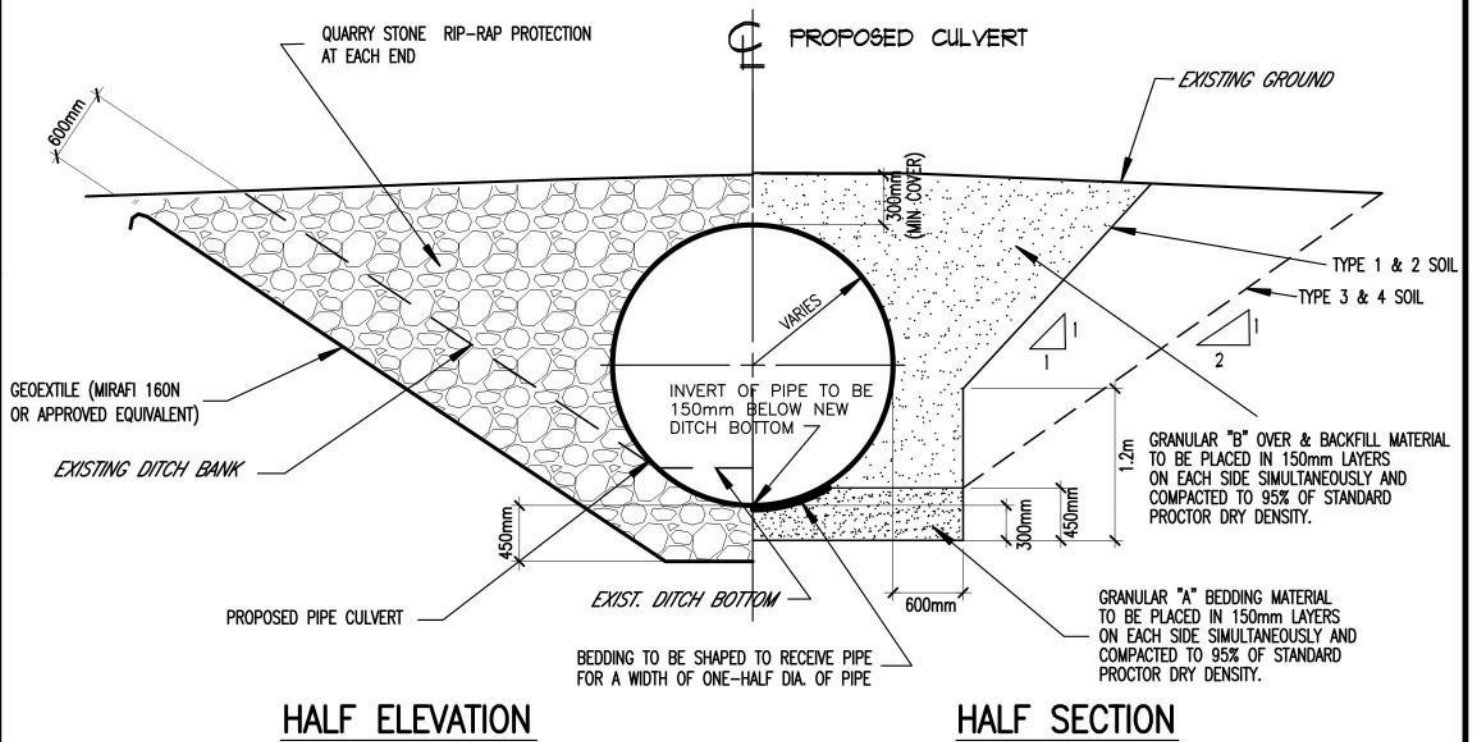
The Contractor shall backfill the ditch sufficiently for traversing by farm machinery. If sufficient material is not available from the old spoil banks to fill in the existing ditch, the topsoil shall be stripped and the subsoil shall be bulldozed into the ditch and the topsoil shall then be spread over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

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

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

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





#### NOTES

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

#### TYPICAL FARM CULVERT INSTALLATION DETAIL

Scale: N.T.S.

Approved by:

Date: January 1983

Drawn by: jk

M.P.D.

Revised: November 2000

ELEVATION & SECTION

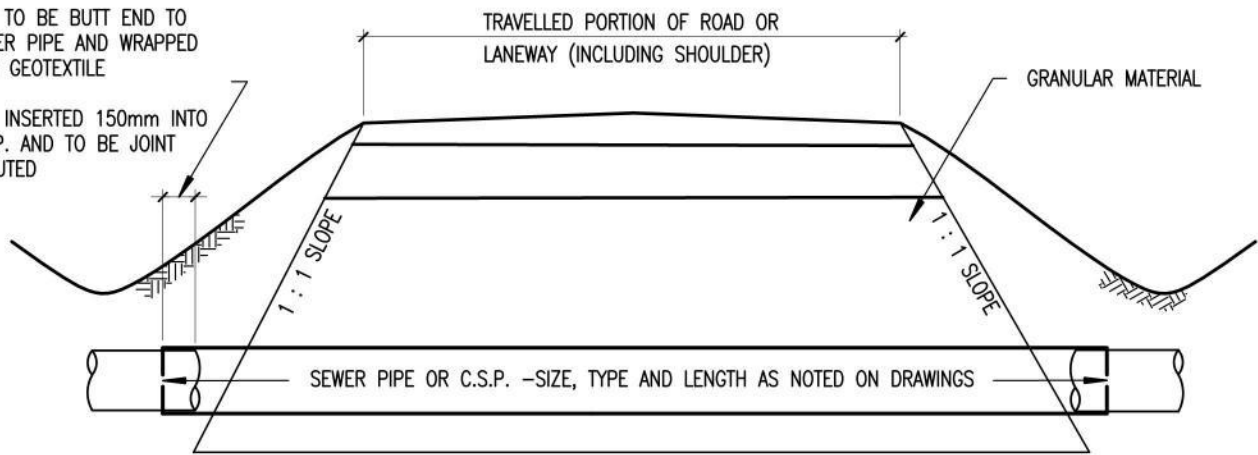


**SPRIET ASSOCIATES LONDON LIMITED**  
CONSULTING ENGINEERS ARCHITECTS

STANDARD  
DETAILED  
DRAWING  
No. 01



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



**CROSS SECTION**

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

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

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

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

TYPE 1 & 2 SOIL

TYPE 3 & 4 SOIL

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

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

150mm

300mm

450mm MIN. OVERLAP

O.D.

300mm

1200mm MAX

300mm

300mm MIN.

W

W = O.D. + 600mm FOR O.D. ≤ 900mm

W = O.D. + 750mm FOR O.D. > 900mm

1

1

VARIES

DRAIN INSTALLATION

### CROSS SECTION

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

Date: January 1983

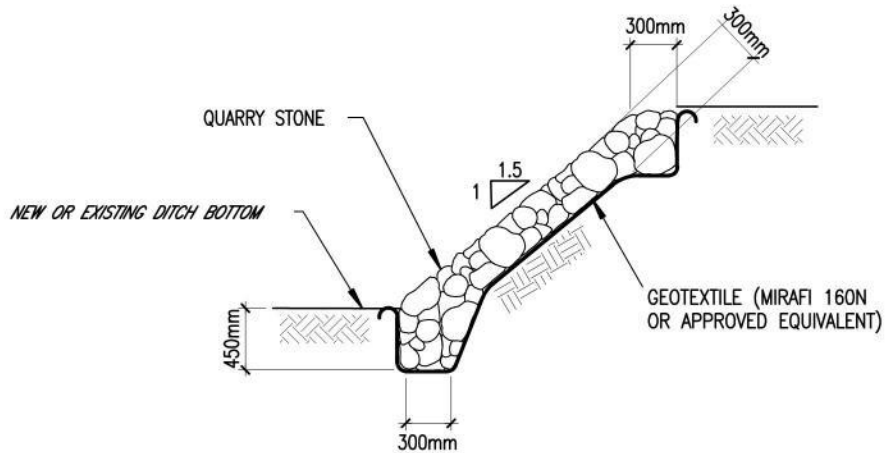
Revised: JULY 2018

ELEVATION &amp; SECTION

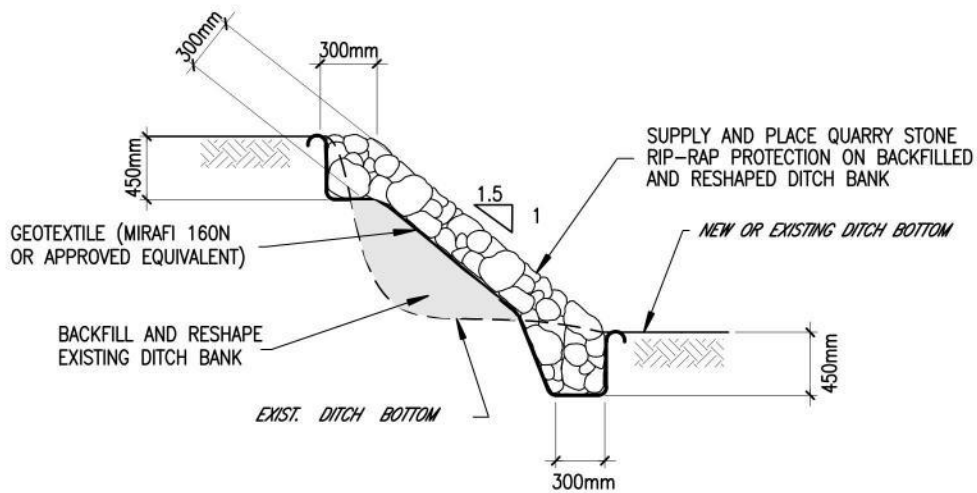
**SPRIET ASSOCIATES LONDON LIMITED**  
CONSULTING ENGINEERS ARCHITECTS

STANDARD  
DETAILED  
DRAWING  
No. **02**





**TYPICAL DITCH BANK RIP-RAP**



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

**TYPICAL DITCH BANK RIP-RAP DETAILS**

Scale: N.T.S.

Approved by:

Date: July 2000

Drawn by: jk

M.P.D.

Revised: November 2000

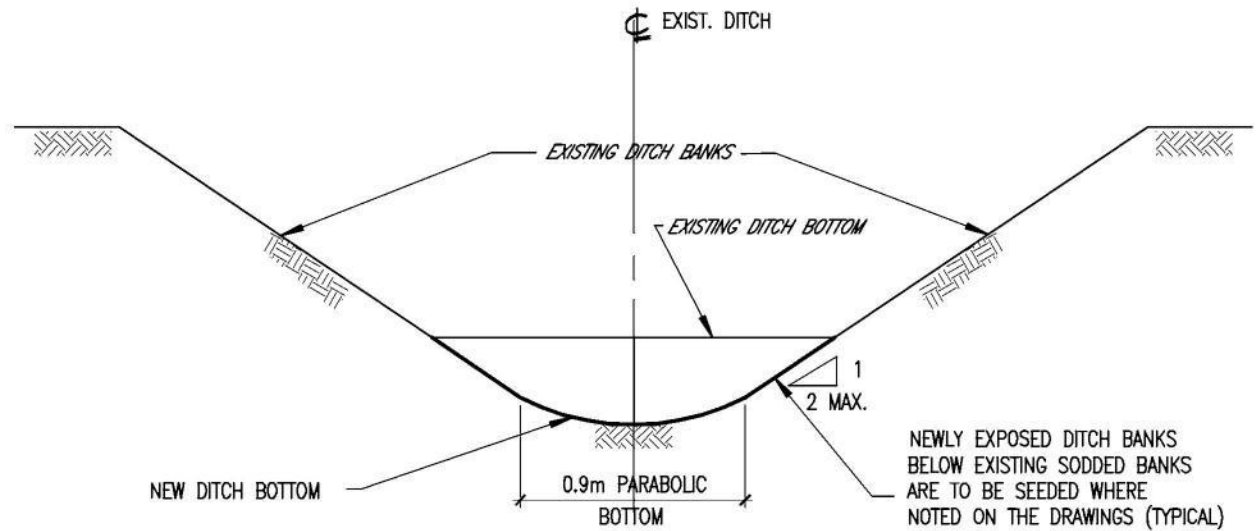
**SECTIONS**



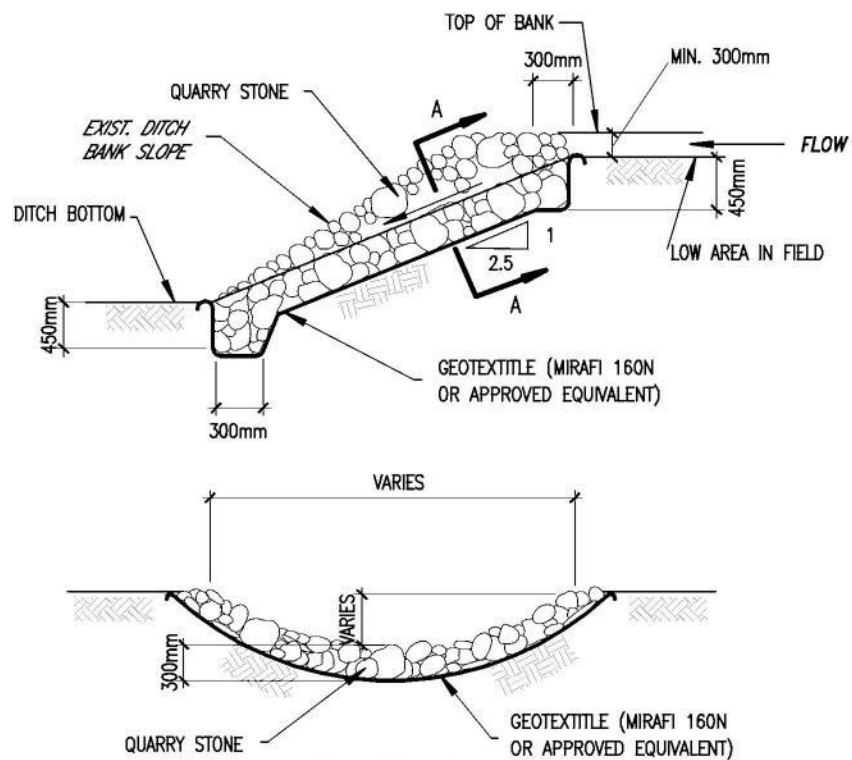
**SPRIET ASSOCIATES LONDON LIMITED**  
CONSULTING ENGINEERS ARCHITECTS

STANDARD  
DETAILED  
DRAWING  
No. **04**





### TYPICAL DITCH BOTTOM CLEANOUT



### SECTION A-A

### TYPICAL ROCK CHUTE

#### TYPICAL DITCH BOTTOM CLEANOUT TYPICAL ROCK CHUTE CONSTRUCTION

Scale: N.T.S.

Approved by:

Date: November 2000

Drawn by: jk

M.P.D.

Revised:

#### SECTIONS



**SPRIET ASSOCIATES LONDON LIMITED**  
CONSULTING ENGINEERS ARCHITECTS

STANDARD  
DETAILED  
DRAWING  
No. **05**





## TOWNSHIP OF SOUTHWOLD

### Report to Council

**MEETING DATE:** December 11, 2023

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

**REPORT NO:** DRA 2023-08

**SUBJECT MATTER:** Section 78(5) – Larson Drain East

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**Recommendation(s):**

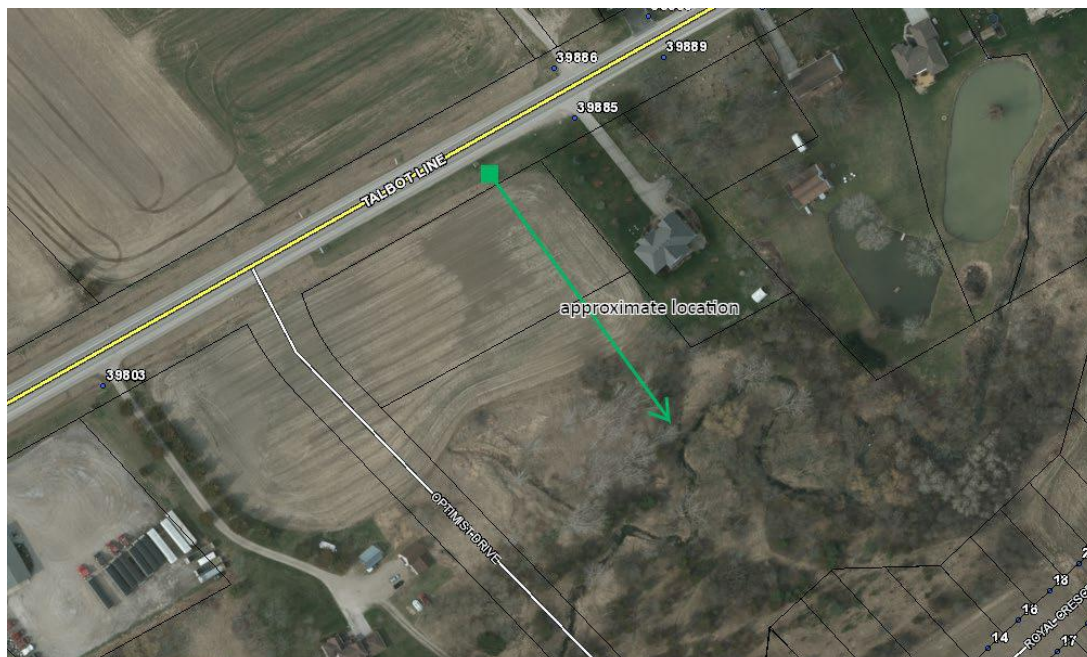
THAT Council of the Township of Southwold receive the Section 78 Drainage Act request to improve the Larson Drain East and decide to proceed with the petition;

AND THAT Notice is provided to the Conservation Authority in compliance with Section 78 (2) of the Drainage Act.

**Background:**

The Larson Drain East is an existing tile drain that was incorporated as a municipal drain when Talbot Line was last reconstructed in 2011. The drain is located in the lands that form part of the Talbotville Meadows development along Talbot Line, located west of 39885 Talbot Line.

This drain needs to be reconstructed to accommodate the future development of this land. The approximate current location is shown in the air photo below.



**Financial Implications:**

The developer will be paying the entire cost of this project because it is being improved to accommodate the proposed development.

**Strategic Plan Goals:**

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

- ☒ Managed Growth
- ☐ Welcoming and Supportive Neighbourhoods
- ☐ Economic Opportunity
- ☒ Fiscal Responsibility and Accountability

**Respectfully submitted by:**  
**Brent Clutterbuck**  
**Drainage Superintendent**  
**"Submitted Electronically"**

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

**Notice of Request for Drain  
Minor Improvement  
*Drainage Act*, R.S.O. 1990,  
c. D.17, subs. 78 (5)**

To: The Council of the Corporation of the Township of Southwold

Re: Larson Drain East

(Name of Drain)

**In accordance with section 78 (5) of the *Drainage Act*, take notice that I, as owner of land affected, request that the above mentioned drain be improved.**

☒ The work being requested is a Minor Improvement Project

**I believe that the project being requested meets all the following criteria for a minor improvement project:**

- The property owner initiates the improvement on an individual property or two or more adjacent properties that are owned by the same person or the owners are related parties;
- The property owner is paying for costs of the activity, which includes, without limitation engineering construction, contingency costs, incremental future maintenance and eligible municipal administrative costs unless that person and the municipality in which the activity is taking place agree otherwise;
- Carrying out the activity does not require construction access from neighbouring properties or the person initiating the activity has obtained the consent for the construction access from all applicable owners of the neighbouring properties prior to beginning the activity and has provided such proof of consent to the municipality as part of the application to carry out the activity;
- The activity will not result in any changes as to how future repair and maintenance costs are allocated to other property owners in the watershed;
- The activity does not change drainage capacity or erosion potential;
- The activity does not result in the existing drainage works being enclosed; and
- The activity does not take place within any wetlands.

**The project can be completed with access from:**

- ☒ The requestor property
- ☐ My neighbour's property and written permission has been granted and attached to this Notice of Request for Minor Drain Improvements form.
- ☐ The municipal road right-of-way

- a. As owner of land requesting the minor improvement described below, I hereby request pursuant to subsection 78 (5) of the *Drainage Act* that the minor improvement project described immediately below be approved. I acknowledge responsibility for all costs of the minor improvement project, even if the minor improvement project does not proceed.**

Provide a more specific description of the proposed drain improvement you are requesting

Realign Larson Drain East as shown on Block 178 (Talbotville Meadows Subdivision, Phase 2) Site Servicing Plan (sheet C3) prepared by Strik, Baldinelli, Moniz Ltd., file no. SBM-19-0116, which has been submitted to the Township as part of an application for Site Plan Approval.

## Property Owners

- Requestors of minor improvement projects become financially responsible as soon as they sign a request and it is accepted by council as a minor improvement project.
- Your municipal property tax bill will provide the property description and parcel roll number.
- In rural areas, the property description should be in the form of (part) lot and concession and civic address.
- In urban areas, the property description should be in the form of street address and lot and plan number, if available.

### Property Description

6 Optimist Drive, Talbotville  
Blocks 175 & 178, Talbotville Meadows Phase 2

Ward or Geographic Township

Parcel Roll Number

If the property is owned in partnership, all partners must be listed. If the property is owned by a corporation, list the corporation's name and the name and corporate position of the authorized officer. Only the owner of the property may request a drain improvement.

I hereby request approval for the minor improvement project for the land described above and acknowledge my/our financial obligations.

## Ownership

### Corporation

If you need to provide additional information, please attach along with this form.

### Corporation (The individual with authority to bind the corporation must sign the form)

Name of Signing Officer (Last, First Name) (Type/Print)

Jim Bujouves

Position Title

President of Farhi Developments

Name of Corporation

Farhi Holdings Corporation

I have the authority to bind the Corporation.

Signature

Jim Bujouves

Digitally signed by Jim Bujouves  
Date: 2023.12.07 09:46:04 -05'00'

Date (yyyy/mm/dd)

2023/12/07

### Enter the mailing address and primary contact information of property owner below:

Last Name

Farhi

First Name

Shmuel

Middle Initial

### Mailing Address

Unit Number

201

Street Number

620

Street Name

Richmond St

PO Box

City/Town

London

Province

Ontario

Postal Code

N6A 5J9

Telephone

Email Address (Optional)

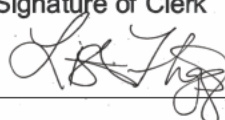
To be completed by recipient municipality:

Notice filed this 7th day of December 20 23

Name of Clerk (Last, First Name)

Higgs Lisa

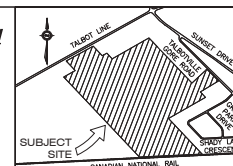
Signature of Clerk





# LEGAL INFORMATION

PART OF  
LOTS 39 AND 40, CONCESSION  
SOUTH OF THE NORTH BRANCH  
OF TALBOT ROAD  
AND PART OF  
1, 2, 3, 4 & 10 PLAN 11R-1401  
IN THE  
TOWNSHIP OF SOUTHWOLD  
COUNTY OF ELGIN



## KEY PLAN

N.T.S.

## SITE BENCHMARK:

MONUMENT #1:

NAME: 00B19648018

TYPE: TABLE

LOCATION: 1-1/2 STOREY BRICK HOUSE ON WEST SIDE OF GRAVEL RD RUNNING SOUTH FROM SOUTH END OF HWY 4 CURVE IN TALBOTVILLE, 0.9m SOUTH OF THE JCT OF HWYS 3 AND 4. TABLE IS SET HORIZONTALLY IN SOUTH FACE OF CONCRETE FOUNDATION OF ADDITION, 43.6m EAST OF CENTRE LINE OF PAVEMENT, 3.6m WE ST OF THE EXTREME N.E. CORNER AND 55cm BELOW BRICKWORK.

GEODETIC ELEVATION: 233.346m

MONUMENT #2:

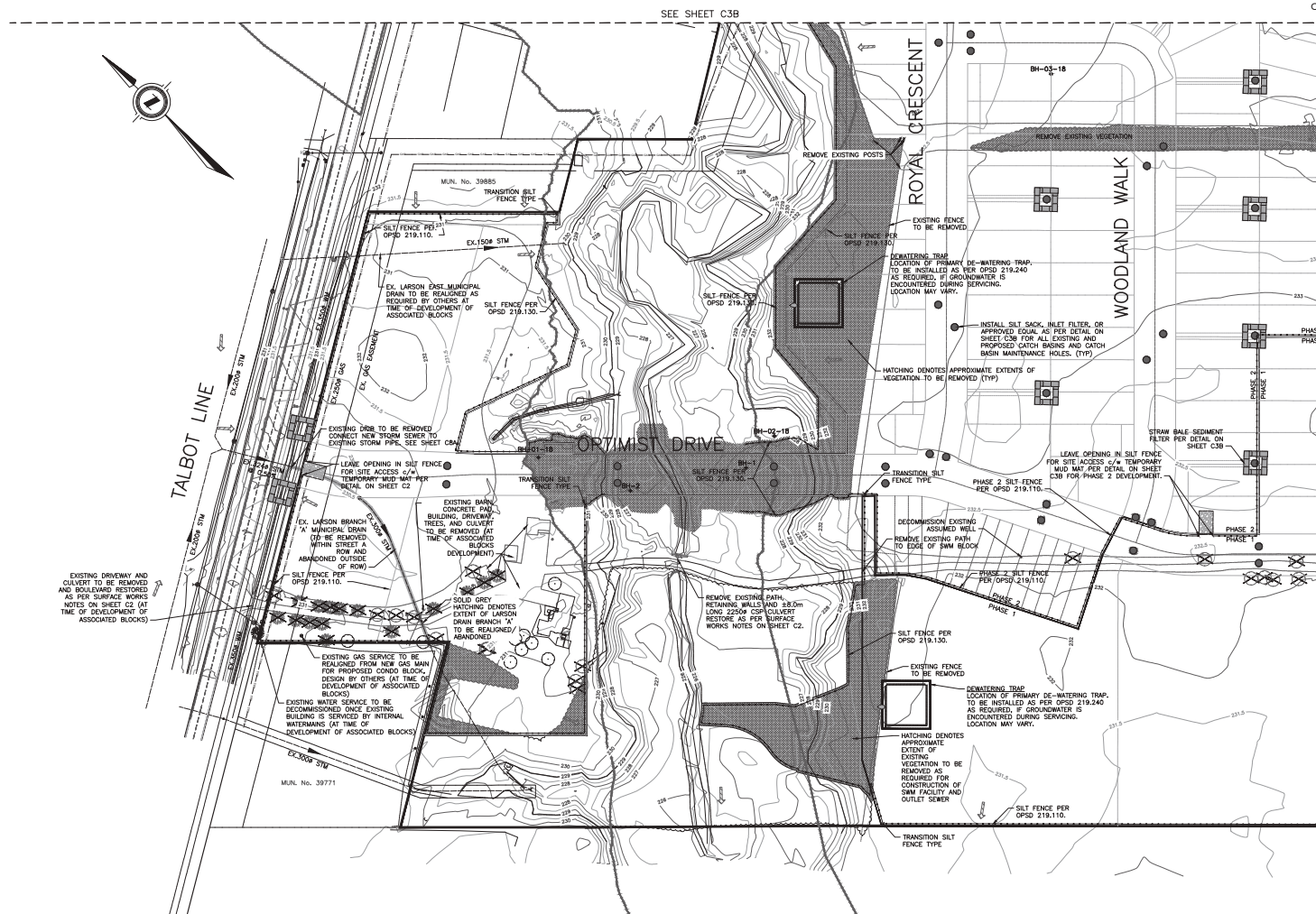
NAME: 00B19658064

TYPE: TABLE

LOCATION: ONE STOREY RED BRICK ANTIQUE SHOP ON THE EAST SIDE OF HWY 4, 0.8m NORTH OF THE JCT OF HWYS 3 AND 4 IN TALBOTVILLE. TABLE IS SET HORIZONTALLY IN THE NORTH FACE OF CONCRETE FOUNDATION OF ADDITION, 43.6m EAST OF CENTRE LINE OF PAVEMENT, 3.6m WE ST OF THE EXTREME N.E. CORNER AND 24cm BELOW THE TOP OF THE FOUNDATION.

GEODETIC ELEVATION: 235.584m

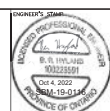
ALL VEGETATION REMOVALS AND EROSION & SEDIMENT CONTROLS SHALL BE IN ACCORDANCE WITH THE RECOMMENDATIONS WITHIN SECTION 9.4 OF THE ENVIRONMENTAL IMPACT STUDY



REFER TO NOTES, LEGEND, AND DETAILS ON SHEET C2, C20A, C20B, AND C20C

AS CONSTRUCTED SERVICES	COMPLETION	No.	REVISIONS	D/W/Y	BY	CONSULTANT
		10	ISSUED FOR S#02	04/10/22	FZ	
DESIGN	JZF					
CHECKED	BN/NG					
APPROVED	BN/NG					
DATE	22/06/2022					
DOC	SBM-19-0116					

**STRIK BALDINELLI MONIZ**  
1599 Adelaide St. N. Unit 301, London, Ontario, N6A 4E8  
Tel: (519) 471-6867 Fax: (519) 471-0034  
Email: sbm@strikmf.ca



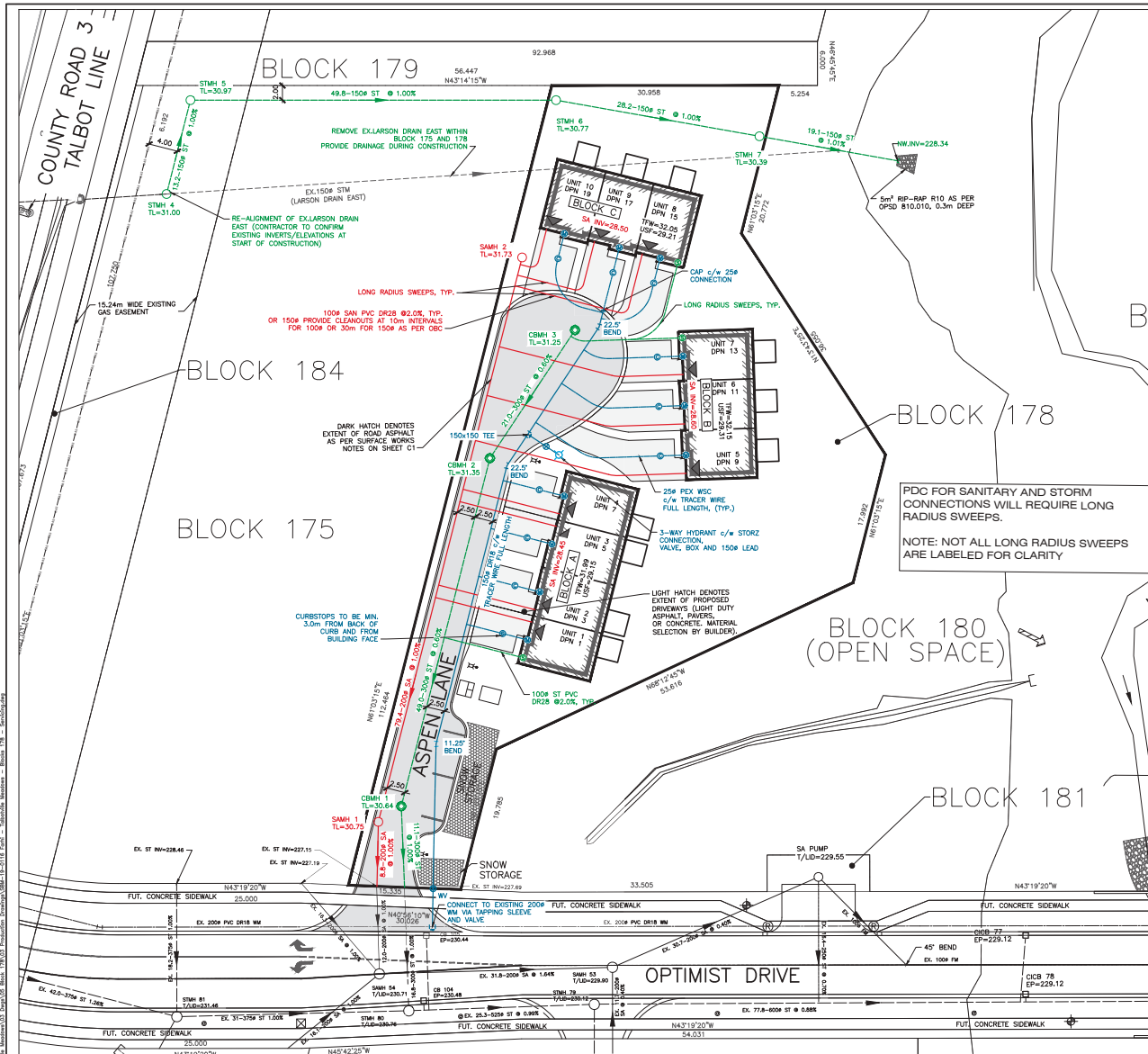
ENGINEER'S SIGNATURE

**FARHI HOLDINGS CORP.**  
484 RICHMOND ST. SUITE 200  
LONDON, ON  
N6A 3E6  
P: 519.645.6666  
E: CARANCIGROUP@GMAIL.COM

SCALE  
1:1000  
20.0m

TITLE  
EXISTING CONDITIONS, REMOVALS, AND  
SEDIMENT & EROSION CONTROL PLAN - WEST  
TALBOTVILLE MEADOWS  
341-S01802  
SOUTHWOLD, ON.

PROJECT NO.  
SBM-19-0116  
SHEET NO.  
C3D  
PLAN FILE NO.  
---



DEF-SITE WORKS NOTE:  
ROAD OCCUPANCY PERMIT FOR ALL EXTERNAL WORKS IS REQUIRED.

EXISTING SERVING NOTE:  
INVERTS OF THE EX. SANITARY & STORM SEWERS @ CONNECTION POINTS SHALL BE CONFIRMED BY THE OWNER'S CONTRACTOR PRIOR TO THE START OF CONSTRUCTION/ORDERING STRUCTURES. THE CONSULTANT IS TO BE INFORMED IF DIFFERENT THAN NOTED.

RESTORATION NOTE:  
ALL WORK IN THE ROAD ALLOWANCE SHALL MEET THE MINIMUM SPECIFICATIONS OF THE TOWNSHIP OF SOUTHWOLD. THE ST. THOMAS AND EGLAM AREA MUNICIPALITIES SUPPLEMENTAL SPECIFICATIONS ARE TO BE APPLIED TO WORKS WITHIN THE TOWNSHIP ROAD ALLOWANCE UNLESS OTHERWISE APPROVED BY THE TOWNSHIP.

SERVICE STUBS TO BE CAPPED 1.0m FROM BUILDING FACE FOR CONNECTION ONCE BUILDING SERVICES ARE INSTALLED.

OWNER'S CONTRACTOR SHALL BE RESPONSIBLE FOR TEMPORARY CONSTRUCTION MEASURES SUCH AS, BUT NOT LIMITED TO, PIPE COVER AT NO ADDITIONAL CHARGE TO THE CONTRACT.

STORM SERVING NOTE:  
NO BUILDING DRAIN (SUMP/KEEPING TILE/RAIN WATER LEADER) CONNECTIONS WILL BE PERMITTED INTO THE SANITARY SEWERS AND NO DIRECT GRAVITY CONNECTIONS FROM THE FOUNDATION DRAINS WILL BE PERMITTED TO THE STORM SYSTEM UNLESS THE STORM SYSTEM HAS THE CAPACITY TO PROVIDE FOR SUCH CONNECTIONS TO THE SATISFACTION OF THE TOWNSHIP ENGINEER.

ALL WATERMAIN CONSTRUCTION TO CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF THE TOWNSHIP OF SOUTHWOLD ENGINEERING DEPARTMENT, WHERE COVER IS LESS THAN 1.7m (DOWN TEMPORARY CONDITIONS), THE WATERMAIN/SERVICE SHALL BE ADEQUATELY INSULATED OVER THE AFFECTED LENGTH.

STORM DRAINAGE NOTE:  
STORM DRAINAGE MAY TEMPORARILY NEED TO BE CONTROLLED AND PUMPED FROM STORM SEWER SYSTEM. ANY SUCH TEMPORARY MEASURES SHALL BE CONDUCTED AT NO EXTRA COST TO THE CONTRACT AND BE BASED UPON THE OWNER'S CONTRACTORS WATER CONTROL PLANS, WHICH MUST BE APPROVED BY THE CONTRACT ADMINISTRATOR/ENGINEER PRIOR TO CONSTRUCTION.

THE OWNER'S CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL MEASURES IN COMPLIANCE WITH THE ONTARIO TRAFFIC MANUAL BOOK 7 FOR ALL WORKS WITHIN THE TOWNSHIP RIGHT-OF-WAY. THE OWNER'S CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLANS TO THE TOWNSHIP/ENGINEER FOR REVIEW PRIOR TO PROCEEDING WITH CONSTRUCTION.

WATERMAIN & SEWER CROSSING NOTE:  
UNDER PRACTICAL CONDITIONS, WATERMANS SHALL CROSS ABOVE SEWERS WITH SUFFICIENT VERTICAL SEPARATION TO ALLOW FOR PROPER BEDDING AND STRUCTURAL SUPPORT OF THE WATERMAIN AND SEWER. INSULATE AS PER OPD 1109.030 (WHERE REQUIRED).

2. WHEN IT IS NOT POSSIBLE FOR THE WATERMAIN TO CROSS ABOVE THE SEWER, THE WATERMAIN PASSING UNDER A SEWER SHALL BE PROTECTED BY:  
2.1. PROVIDING A VERTICAL SEPARATION OF AT LEAST 0.5 METRES BETWEEN THE INVERT OF THE SEWER AND THE CROWN OF THE WATERMAIN;  
2.2. PROVIDING ADEQUATE STRUCTURAL SUPPORT FOR THE SEWERS TO PREVENT EXCESSIVE DEFLECTION OF JOINTS AND SETTLING; AND  
2.3. ENSURING THAT THE LENGTH OF WATER PIPE SHALL BE CENTERED AT THE POINT OF CROSSING SO THAT THE JOINTS WILL BE EQUIDISTANT AND AS FAR AS POSSIBLE FROM THE SEWER.

REFERENCE: JUNE 2012 MINISTRY OF THE ENVIRONMENT'S 'WATERMAIN DESIGN CRITERIA FOR FUTURE ALTERATION AUTHORIZED UNDER A DRINKING WATER WORKS PERMIT'

INSULATION NOTE:  
INSULATE SEWERS + WATER PIPES AS PER THE ONTARIO PROVINCIAL STANDARDS DRAWING 1109.030 (INSULATION FOR SEWERS AND WATERMANS IN SHALLOW TRENCHES WHERE 1.0m (1.22m FOR SEWERS) COVER CAN NOT BE PROVIDED).

OWNER'S CONTRACTOR SHALL SUPPORT ALL EXISTING UTILITIES AS REQUIRED DURING THE INSTALLATION OF SERVICES TO THE SATISFACTION OF THE UTILITY OWNER AT NO EXTRA COST TO THE CONTRACT.

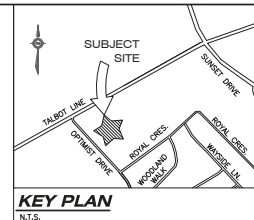
BOULEVARD AREAS AND CONCRETE SIDEWALKS DISTURBED DURING INSTALLATION OF SERVICES SHALL BE RESTORED TO MATCH EX. CONDITION OR SURFACE WORKS NOTES ON SHEET C2, WHICHEVER IS GREATER, ALL AT NO COST TO THE TOWNSHIP.

CONTRACTOR TO CONFIRM

SAN SEWER STRUCTURES TABLE			
STRUCTURE I.D.	TOP OF LID	INVERTS	
SMH 1 OPSD 701.010 OPSD 401.010(A)	230.75	227.30NE	227.24SW
SMH 2 OPSD 701.010 OPSD 401.010 (A)	231.73	228.09SW	

STORM SEWER STRUCTURES TABLE			
STRUCTURE I.D.	TOP OF LID	INVERTS	
CBM 1 OPSD 701.010 OPSD 400.020	230.64	228.65NE	227.80SW
CBM 2 OPSD 701.010 OPSD 400.020	231.35	229.00E	228.94SW
CBM 3 OPSD 701.010 OPSD 400.020	231.25	229.13W	
SMH 4 OPSD 701.010 OPSD 401.010 (A)	231.00	230.09NW	228.63NE
SMH 5 OPSD 701.010 OPSD 401.010 (A)	230.97	229.50SW	229.44SE
SMH 6 OPSD 701.010 OPSD 400.010 (A)	230.77	228.84NW	228.88SE
SMH 7 OPSD 701.010 OPSD 400.010 (A)	230.39	228.60NW	228.54SE

REFER TO NOTES, LEGEND, AND DETAILS ON SHEET C1 & C5



**LEGAL INFORMATION**  
ALL OF  
BLOCK 178, PLAN 11M-TBD  
IN THE  
TOWNSHIP OF SOUTHWOLD  
COUNTY OF OXFORD

**SITE BENCHMARK:**  
MONUMENT #1:

NAME: 00819648018  
TYPE: TABLET

LOCATION: 1-1/2 STOREY BRICK HOUSE ON WEST SIDE OF GRIMEL RD RUNNING SOUTH FROM END OF HWY 4 CURVE IN TALBOTVILLE, 0.3m SOUTH OF THE JCT OF HWYS 3 AND 4. TABLET IS SET HORIZONTALLY IN SOUTH FACE OF CONCRETE FOUNDATION, 2.07m WEST OF NORTHEAST CORNER AND 55cm BELOW BRICKWORK

GEODETIC ELEVATION: 233.346m

MONUMENT #2:

NAME: 00819658064

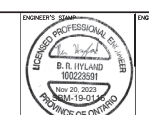
TYPE: TABLET

LOCATION: ONE STOREY RED BRICK ANTIQUE SHOP ON THE EAST SIDE OF HWY 4, 0.6m NORTH OF THE JCT OF HWYS 3 AND 4 IN TALBOTVILLE. TABLET IS SET HORIZONTALLY IN THE NORTH FACE OF CONCRETE FOUNDATION OF ADDITION, 43.6m EAST OF CENTRE LINE OF PAVEMENT, 3.6m WEST OF THE EXTREME N.E. CORNER AND 24cm BELOW THE TOP OF FOUNDATION

GEODETIC ELEVATION: 235.584m

AS CONSTRUCTED SERVICES	COMPLETION	No.	REVISIONS	D/M/Y	BY	CONSULTANT
DESIGN	NO	1	FOR CLIENT REVIEW (FULL DESIGN)	23/01/23	MC	
DESIGN	NO	2	REVISED SITE PLAN	26/05/23	MC	
CHECKED	BN	3	FOR SITE PLAN APPROVAL, SUBMISSION 1	20/11/23	FR	
APPROVED	BN					
DATE	09/11/2023					
OPD	19-0116					

**STRIK BALDINELLI MONIZ**  
PLANNING & DESIGN  
1559 Adelaide St. N. Unit 301, London, Ontario, N6K 4E8  
Tel: (519) 471-6867 Fax: (519) 471-0034  
Email: sbm@sbm.ca



**FARHI HOLDINGS CORP.**  
620 RICHMOND ST.  
LONDON, ON  
N6A 5J9  
P: 519.645.6666  
E: DEVELOPMENT@FHC.CA ; JIMB@FHC.CA

SCALE  
1:300  
1:600  
1:1200

**SITE SERVING PLAN**  
BLOCK 178, PLAN 11M-TBD  
TALBOTVILLE MEADOWS  
TOWNHOUSE CONDOS  
6 OPTIMIST DRIVE  
SOUTHWOLD, ON.

PROJECT No.  
**SBM-19-0116**  
SHEET No.  
**C3**  
PLAN FILE No.  
—



## **TOWNSHIP OF SOUTHWOLD**

### Report to Council

**MEETING DATE:** December 11, 2023

**PREPARED BY:** Danielle Truax, Planner

**REPORT NO:** PLA 2023-33

**SUBJECT MATTER:** **Plan of Subdivision Application 34T-SO2302**  
**Talbotville Meadows Phase 2**  
**Recommendation Report**

---

#### **Recommendation:**

THAT Council recommend approval of the proposed Draft Plan of Subdivision 34T-SO2302 to Elgin County, subject to the conditions listed in Appendix 5 of Report PLA 2023-33 being assigned to any Notice of Decision by the County. (PLA 2023-33)

#### **Purpose:**

Elgin County has received Plan of Subdivision Application (34T-SO2302) for the Talbotville Meadows subdivision, originally consisting of 150 hectares of land, previously Draft Plan Approved by Elgin County on December 13, 2018 as file number 34T-SO1802. While Phase One of the plan of subdivision proceeded with the registration of Registered Plan 11M-249 and construction, the Draft Plan Approval for the balance of lands lapsed on December 13, 2021. As such, the applicant has re-applied for draft plan approval for the remaining lands to be developed as Phase 2.

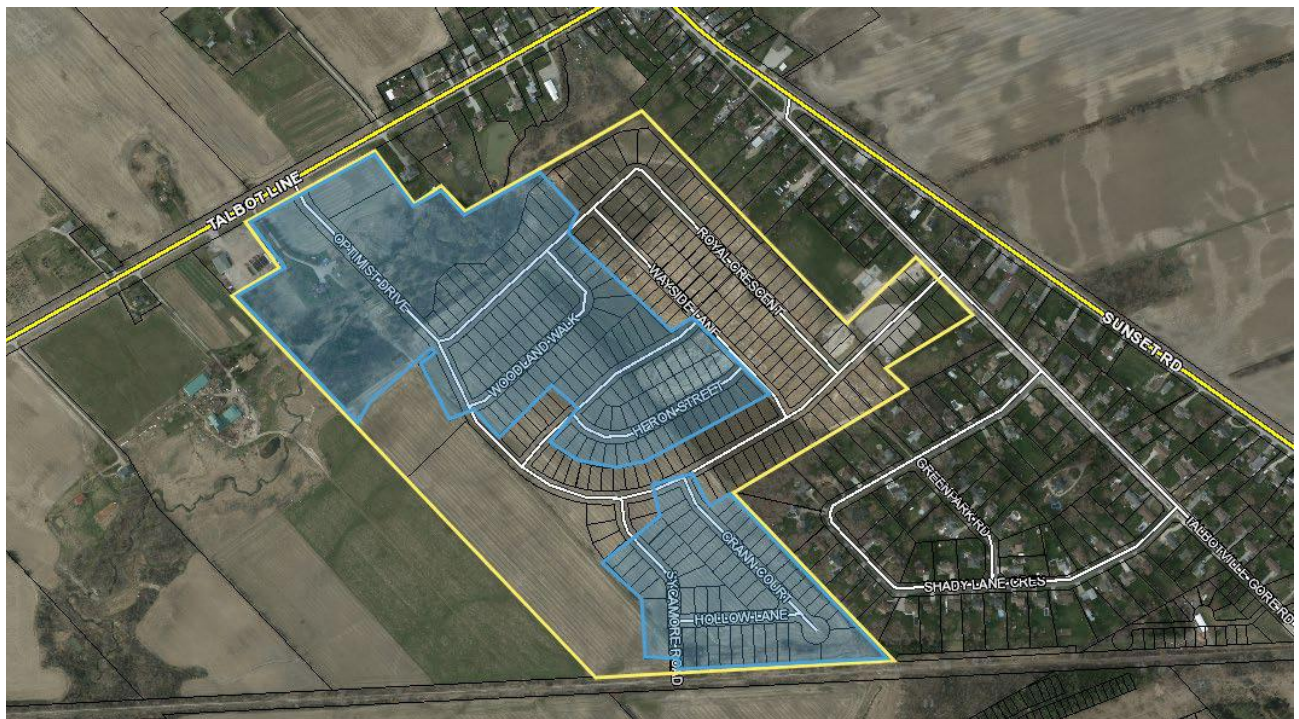
The 2018 Talbotville Meadows plan of subdivision obtained approval for the creation 327 single family dwelling lots, 4 blocks for the development of semi-detached and townhouse type units, two commercial blocks totalling approximately 2323 m<sup>2</sup> (25,000 ft<sup>2</sup>) in area, as well as blocks for open space and required parkland. Figure 1.0 below shows the total lands included in the original Talbotville Meadows Plan of Subdivision. A copy of the draft plan of subdivision showing the layout of the Talbotville Meadows Plan of Subdivision as approved in 2018 is attached to this report as Appendix 1: 2018 Plan of Subdivision 34T-SO1801.

Phase 1 has been developed to include 155 single detached dwelling lots, two municipal parks (Optimist Heritage Park, and Optimist Sports Park) including municipal walkways, storm water and sanitary facilities, as well new public rights of way Royal Crescent, Wayside Lane, and Optimist Drive.



**Figure 1: Key Map of 2018 Talbotville Meadows Plan of Subdivision**

Plan of Subdivision Application 34T-SO2302 applies to the remaining 26ha (63 ac.) of land to be developed as 172 single family dwelling lots, 4 blocks for future residential development, 2 Blocks for commercial development, and 2 Blocks for open space.

**Figure 2.0 Key Map of Lands Subject to 2023 Draft Plan of Subdivision**



**Background:**

The lands subject to Plan of Subdivision application 34T-SO2302, shown on Figure 2.0 above are legally described as Part of Lots 39 and 40, Concession South of the North Branch of Talbot Road and Parts 1,2,3,4, 10 Plan 11R-1401, located on the south side of Talbot Line and West of Talbotville Gore Road in the community of Talbotville. The lands are located in an area serviced by municipal water, a municipal sanitary collection system with wastewater treatment, municipal drain(s), and a municipal stormwater management system including collection system and management pond.

The subject properties are located within the Talbotville Settlement Area and are designated for Residential Land Use in the Official Plan (OP), as shown on Schedule 4A.

Zoning of the lands within the 2018 Talbotville Meadows Plan of Subdivision was established by Zoning By-law Amendment ZBA 2018-12. The lands are zoned Settlement Reserve (SR), Residential 1 (R1), Residential 3 with Special Provisions (R3-3 & R3-4), and Open Space (OS) as shown on Schedule A, Map 12, under Zoning By-law 2011-14, as amended.

The 2018 Planning Report presented applications for the draft plan of subdivision, Official Plan Amendment (OPA) and amendments to the Township's Zoning By-Law (ZBA) for Council's consideration. The Plan of Subdivision, OPA and ZBA were all approved in 2018 and no appeals were filed. During consideration of the 2018 applications there was significant consultation, including three well attended public meetings resulting in meaningful feedback submitted by the community. A copy of the noted public comments taken into consideration as part of the 2018 approval of the Plan of Subdivision is attached as Appendix 4.

Following the required public meeting, the County issued draft approval for the plan of subdivision on December 13, 2018. The applicant entered into the required Development Agreement for the development of the subdivision with the Township on January 12, 2021 and final approval for Phase 1 was issued by the County on July 21, 2021. A copy of Registered Plan 11M-249 showing the lands included in Phase 1 is attached as Appendix 2 to this report. Construction of the public infrastructure has been completed in accordance with the provisions of the development agreement, with works being accepted by the Township under maintenance. The Township is holding sufficient security to ensure completion of all remaining items, including but not limited to the final coat of asphalt, installation of walkways and fencing.

The draft approval of the 2018 Plan of Subdivision lapsed on December 13, 2021. It is the applicant's responsibility to ensure they fulfill their conditions of draft approval in advance of lapsing. Extensions to the timeline to fulfill the conditions of draft approval are permitted under the provisions of the Planning Act, however, must be obtained prior to the approval expiring. As only Phase 1 received final approval, the draft approval expired prohibiting the further division of any of the remaining lands. As such, the applicant has submitted a new application for the remaining lands to Elgin County.

The applicant has submitted a new draft plan showing the lands subject to the Plan of Subdivision application 34T-SO2302, attached as Appendix 3 to this report. As there are no changes to the development of the remaining lands, no additional supporting reports or studies were requested by the Township in consideration of this approval. The application has been submitted together with the following reports:

1. Transportation Impact Study prepared by Paradigm Transportation Services.
2. Stage 1 Archaeological Assessment prepared by Timmins Martelle
3. Environmental Impact Statement prepared by Biologic Inc
4. Geotechnical Engineering Report prepared by Englobe
5. Servicing Report prepared by Dillon Consulting Engineering
6. Planning Justification Report prepared by Harrington McAvan Ltd

Township staff are satisfied that no significant changes in legislation, design or applicable regulations have occurred since consideration of the original application and the above listed supporting materials are sufficient for development of the lands as proposed.

Recently, the Township entered into an agreement for the development of Phase 2, being the remaining lands. The development agreement was executed by the Township and Farhi Holdings Corporation on September 11th and 23rd, 2023 respectively. The requirements of the agreement are based on staff review of the plans, reports and drawings as submitted for the proposed development. Staff is satisfied that no further conditions or requirements are necessary to consider the approval of Phase 2 subject to the standard draft conditions of development as well as those specific to the lands based on previous consultation, as listed in Appendix 5 are assigned to any approval of the County.

It is expected that the 2023 agreement will be presented to Council to consider amendments to ensure reference to the assigned plan of subdivision file number and legal descriptions.

**Planning Policy Review:**

Planning authorities when making decisions on applications considered under the provisions of the Planning Act shall ensure that decisions are consistent with the direction and policies within the Provincial Policy Statement (PPS 2020), do not conflict with Provincial Plans and are based on sound planning principles. Decisions shall also conform to the policies County of Elgin Official Plan (CEOP) and Township of Southwold Official Plan (OP).

Staff has reviewed the proposed draft plan of subdivision and is in a position to provide the following comments.

**Provincial Policy Statement (PPS 2020)**

The subject lands are within the Talbotville Settlement Area and are designated Residential and General Commercial as shown on Schedule 4A in Southwold Official Plan (SOP).

Section 1.1.3 of the PPS directs that settlement areas shall be the focus of growth and development, that development shall be based on the appropriate level of public infrastructure and servicing, shall be located adjacent to built up areas based on local conditions, in an orderly manner that represents an efficient use of land and services.

Section 1.6 of the PPS directs that development shall occur in accordance with the established servicing hierarchy. The subject lands are to be developed on full municipal infrastructure, including water, sanitary and storm services. Further, stormwater management shall be planned to minimize erosion, risks to private and public properties and in manner to promote conservation, preservation and efficiency.

Section 2.1 Natural Heritage of the PPS requires that natural features and areas shall be protected for the long term. Development shall not be permitted in significant areas unless it has been demonstrated that there will be no negative impacts to the feature. Additionally, Section 2.2 of the PPS requires the identification and protection of water resources with respect to quality and quantity and the minimization of potential impacts through the implementation of development restrictions.

Section 3.1 Natural Hazards of the PPS directs development away from areas of natural hazards and hazard lands.

Consideration of the draft plan of subdivision is consistent with the direction of the PPS, provided the conditions attached as Appendix 5 to this report are applied to the

draft approval and are fulfilled to the satisfaction of the Township prior to the issuance of final approval by the County.

### **Elgin County Official Plan (ECOP)**

The subject lands are designated Tier Two Settlement Area on Schedule `A' Land Use in the County of Elgin Official Plan.

Section B2.5 Hierarchy of Settlement Areas permits infilling and rounding out of existing development in the Tier Two Settlement Area, provided that the proposed development is within the reserve sewage system capacity and reserve water system capacity as site conditions are suitable for the long-term provision of such services. The subject property will be developed on full municipal services.

Section D1.2 Natural Heritage contains policies pertaining to significant woodlands and area of natural and scientific interest. Development and site alteration shall not be permitted in significant woodlands and an area of natural and scientific interest. As well no development or site alteration shall be permitted on adjacent lands within 120 metres of a significant woodland and an area of natural and scientific interest unless the ecological function of the adjacent lands has been evaluated and has been demonstrated, through an Environmental Impact Study (EIS) that there will be no negative impact on the natural features or their ecological functions.

Section D3.1 Hazard Lands directs development away for lands that could be unsafe for development due to naturally occurring processes. Further Section D3.3 directs no development shall occur within floodplain lands.

Section E1.2.2 Subdivision Review Criteria sets out the criteria to be reviewed when a draft plan of subdivision is proposed together with the requirements of the Planning Act Section 51(24). Residential and Commercial uses are permitted in Tier Two Settlement Areas. Municipal water and municipal sanitary sewage servicing is available and there is sufficient reserve sewage system capacity and reserve water system capacity to accommodate this development. The requirements of Section E 1.2.2 of the ECOP have been reviewed and the proposed draft plan of subdivision meets the criteria for development.

Consideration of the draft plan of subdivision conforms to the policies of the ECOP, provided the conditions attached as Appendix 5 to this report are applied to the draft approval and are fulfilled to the satisfaction of the Township prior to the issuance of final approval by the County.



**Township of Southwold Official Plan (SOP)**

The subject lands are located within the Talbotville Settlement Area and are designated for Residential and General Commercial land use as shown on Schedule 4A.

Lot creation for both residential and commercial uses, by way of Plan of subdivision on full services is permitted within the settlement area.

Section 6.2 identifies the municipal servicing strategy for Southwold. Talbotville is an area serviced by municipal water supply systems and municipal sanitary systems. Development is permitted on full services in accordance with the Section 6.2.2.1 which explains that the expectation is that new large-scale development (developments larger than 5 lots) within Settlement Areas will be on full services. Section 6.2.2.5 requires that new development shall demonstrate that the municipal sanitary sewage system has uncommitted reserve capacity available in order to ensure that capacity is not exceeded. The Township can confirm that the Talbotville Wastewater Treatment plant and associated collection system is sized appropriately to provide capacity for the Talbotville Meadows Subdivision.

Section 6.2.3.1 requires that new development shall demonstrate that the municipal water system has uncommitted reserve capacity available to ensure that capacity is not exceeded. The proponent has confirmed that the municipal water system is sufficient to supply the development.

Consideration of the draft plan of subdivision conforms to the land use and land division policies of the OP, provided the conditions attached as Appendix 5 to this report are applied to the draft approval and are fulfilled to the satisfaction of the Township prior to the issuance of final approval by the County.

**Zoning By-law 2011-14 (ZB)**

The lands have many different zoned areas including Settlement Reserve, Residential 1 (R1), Residential 3 with Special Provisions (R3-3 & R3-4), and Open Space (OS) as shown on Schedule A, Map 12, under Zoning By-law 2011-14, as amended.

No amendments to the Township's Zoning By-law are proposed or required for the proposed draft plan of subdivision. Future amendments can be brought forward as development proceeds based on the provisions of the approved development agreement and servicing drawings.

**Circulation and Comments:**

**Circulation of DPA 34T-SO2302:**

Elgin County received a complete Plan of Subdivision application on December 7, 2023 for Phase 2 of the Talbotville Meadows. The required notice of application will be provided to the prescribed persons and public bodies in accordance with Section 51 of the Planning Act, including those landowners within 120 metres of the subject lands.

**Bill 23, More Homes Built Faster Act 2022**

Recent changes to the Planning Act under Bill 23, the More Homes Built Faster Act, eliminate the requirement to host a formal public meeting prior to draft plan approval for plans of subdivision. A public meeting for consideration of 34T-SO2302 will not be held by the County or Township.

Written comments from residents can be submitted to Elgin County in consideration of the proposed plan of subdivision. Those wishing to be notified of the County's decision must submit a written request to the County. Upon the County giving notice of any approval or refusal, only the applicant, a public body (a municipality, a local board, a ministry, department, board, commission, agency or official of a provincial or federal government or a First Nation) or specified person (prescribed utility) which provided written or oral comments, Minister or lower tier municipality may appeal a decision of the County. There are no longer opportunities for members of the public or property owners to appeal a decision regarding a Plan of Subdivision.

The application, draft plan and supporting materials have been circulated to the prescribed public bodies and persons for comment on the application. The purpose of this report is to provide information and to receive comments on the proposed plan of subdivision for compilation to the approval authority (Elgin County Council).

**Township Department Comments**

Plan of Subdivision 34T-SO2302 was circulated to Township staff for review and comments. Comments received from departments have been included in the recommended conditions of draft approval attached as Appendix 5 to this report.

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

Comments from KCCA will be provided to Elgin County for consideration of the draft plan of approval and implemented as conditions of draft approval, if required. KCCA has authority with respect to those areas which are regulation under the provisions of the Conservation Authorities Act, in particular Natural and Man-made Hazards.

**Public Comments**

Significant written comments were received by the Township in 2018 during the public comment period and public meeting. Comments received by the Township were provided to the County in consideration of the 2018 draft approval. The attached summary chart included as Appendix 4 outlines the various comments submitted and the response to how the concerns were to be addressed as part of the original plan of subdivision application and approval.

Previous public comments were received and taken into consideration with respect to:

- Location of parkland as provided in Phase 1;
- Impact to the Natural Heritage Features contained identified areas;
- Requirement for perimeter fencing;
- Provision of sidewalks and walkways;
- Traffic control and design in accordance with Township standards and the Transportation Impact Study;
- Stormwater Management Plans and Drawings to be approved;
- Maintaining the rural character of the area within the provisions of the Residential (R1) zoning;

The proposed 2023 Plan of Subdivision proposes no changes or amendments to the plan as approved in 2018.

**Financial Implications:**

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

**Conclusion:**

Subject to receiving additional comments from Council, staff is in a position to state that the requested plan of subdivision, subject to the recommendations contained in Appendix 5 is:

- i) Consistent with the direction of the Provincial Policy Statement 2020, including but not limited to Section 1.3 Settlement Areas, Section 1.6 Infrastructure and Public Services, Section 2.1 Natural Hazards and Section 3.1 Natural Hazards;

ii) Conforms to the relevant policies of the Elgin County Official Plan; including but not limited to Section B Growth Management, Section C Settlement Areas and Section D Natural Heritage, Water and Natural Hazards;

iii) Conforms to the relevant policies of the Township of Southwold Official Plan, including but not limited to Section 4.1 Natural Heritage, 4.2 Natural Hazards, 5.2 Settlement Area Land Use, and 6.2 Sanitary, Water and Stormwater Management;

iv) Satisfies the criteria of Section 7.19 of the SOP for consideration of a Plan of Subdivision.

Upon Council making a decision regarding Plan of Subdivision 34T-SO2302 the recommendations contained in Appendix 5 will be forwarded to Elgin County for consideration in the final approval for the proposed plan of subdivision. Elgin County as the approval authority will issue the appropriate Notice of Decision, including draft conditions of approval, if applicable.

**Respectfully submitted by:**  
**Danielle Truax, Planner**  
**"Submitted Electronically"**

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

### **List of Appendices**

1. Appendix 1: 2018 Plan of Subdivision 34T-SO1801
2. Appendix 2: Registered Plan 11M-249 Phase 1 34TSO-1801
3. Appendix 3: 2023 Plan of Subdivision 34T-SO2302
4. Appendix 4: 2018 Public Comments 34T-SO1801
5. Appendix 5: Township Recommended Conditions of Draft Approval 34T-SO2302



INTEGRATION DATA

BEARINGS ARE UTM GRID DERIVED FROM SPECIFIED CONTROL POINTS  
SCPD082060034 AND SCPD082060035, UTM-17 NAD83 (CSRS) (1997.0).

ALL DIMENSIONS SHOWN ARE MEASURED, UNLESS OTHERWISE NOTED.

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99957.

SPECIFIED CONTROL POINTS (SCP's): UTM-17 NAD83 (CSRS) (1997.0)		
COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF O.REG. 216/10		
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SCP D082060035	4793869.043	479319.043
PLAN COORDINATES, UTM ZONE 17, NAD83 (CSRS)		
1		
2		
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN		

**METRIC** DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

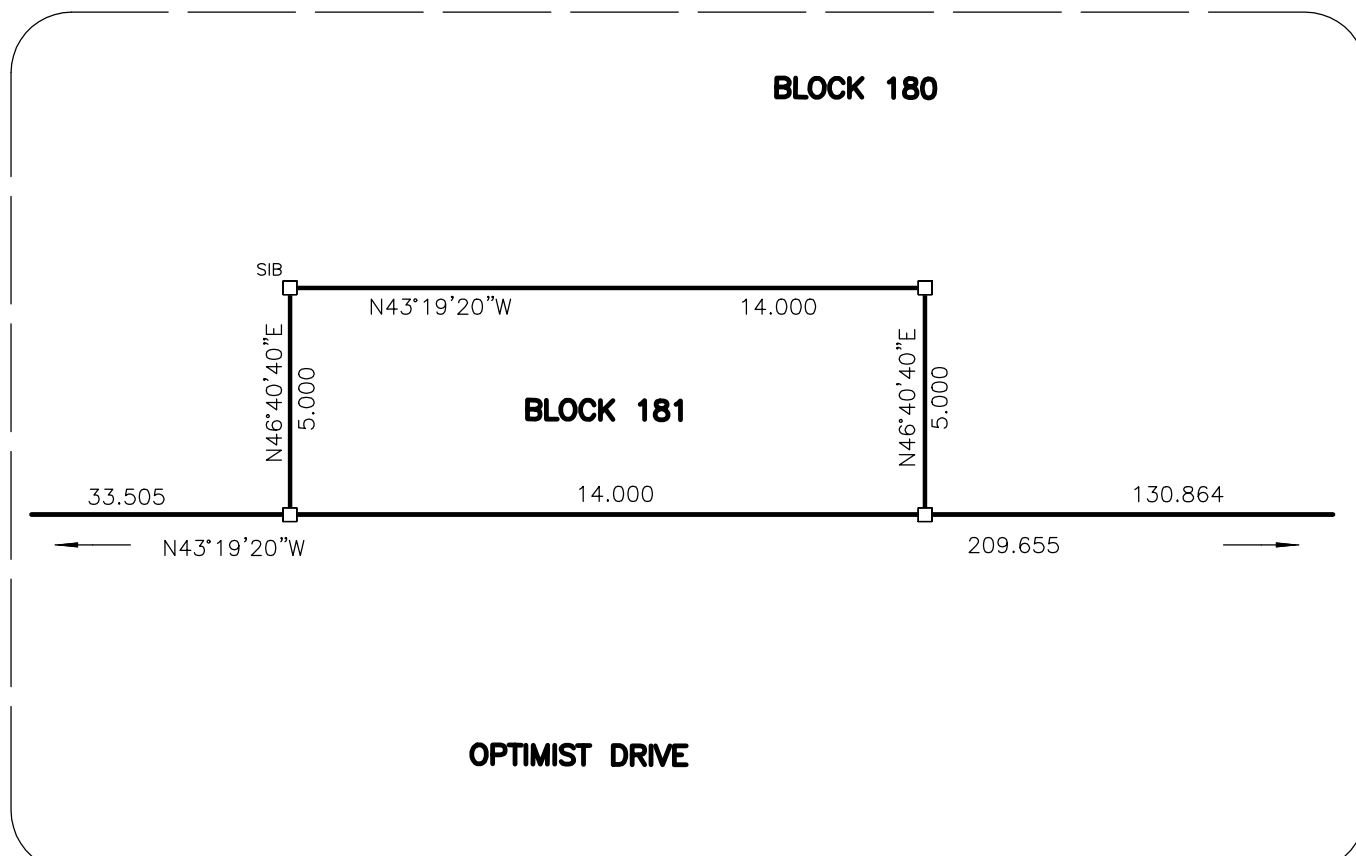
MONUMENT NOTES

ALL SET MONUMENTS SHOWN HEREON ARE IRON BARS (8" x 8") UNLESS OTHERWISE NOTED.

LEGEND:

- SB DENOTES SURVEY MONUMENT SET
- DENOTES SURVEY MONUMENT FOUND
- DENOTES STANDARD IRON BAR
- DENOTES SHORT STANDARD IRON BAR
- DENOTES IRON BAR
- DENOTES ROUND IRON BAR
- DENOTES CONCRETE MONUMENT
- DENOTES ORIGIN UNKNOWN
- SCP DENOTES SPECIFIED CONTROL POINT
- WIT DENOTES WITNESS
- B DENOTES BURIED
- M DENOTES MEASURED
- S DENOTES SET
- CD DENOTES CALLON DIETZ, O.L.S.'s
- AGM DENOTES ARCHIBALD, GRAY & MCKAY, O.L.S.'s
- FKS DENOTES FARNCOMB, KIRKPATRICK, & STRLING, O.L.S.'s
- MTO DENOTES MINISTRY OF TRANSPORTATION, ONTARIO
- 744 DENOTES D.I. HOUGHTON, O.L.S.
- 1130 DENOTES J.G. RUPERT, O.L.S.
- 1355 DENOTES D.B. VAUGHAN, O.L.S.
- P1 DENOTES PLAN 11R-2222
- P2 DENOTES PLAN 11M-249

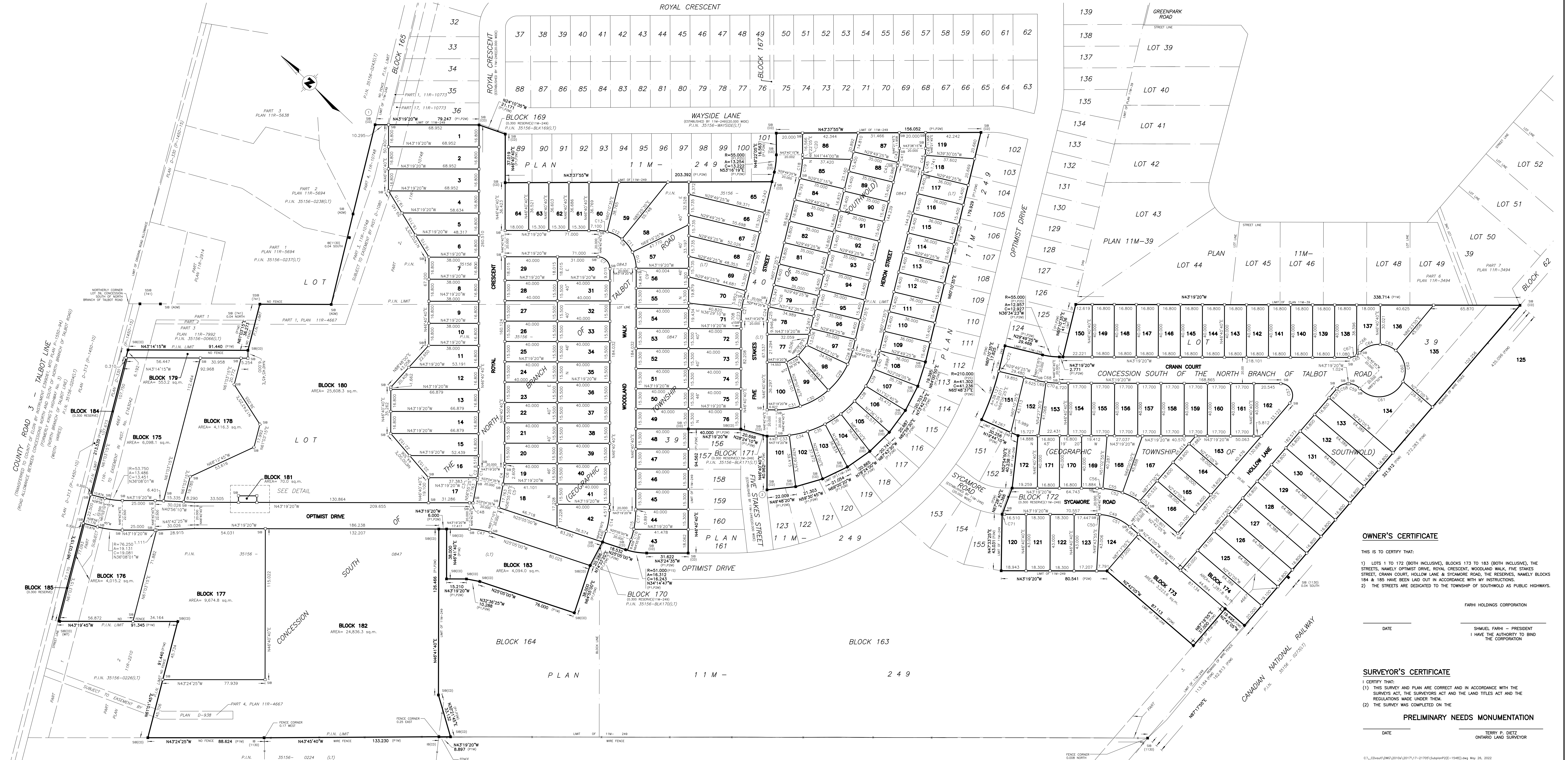
DIMENSION DETAIL - NOT TO SCALE



CURVE TABLE																													
CURVE	RADIUS	ARC	CHORD	BEARING	CURVE	RADIUS	ARC	CHORD	BEARING	CURVE	RADIUS	ARC	CHORD	BEARING	CURVE	RADIUS	ARC	CHORD	BEARING	CURVE	RADIUS	ARC	CHORD	BEARING					
C1	56,000	10.014	10,000	N51°48'04"E	C13	29,000	6.832	6,816	N36°34'21"W	C25	54,500	11.046	11,027	N02°29'00"E	C37	80,000	14.345	14,326	N86°28'01"W	C49	38,500	27.295	26,727	N23°00'41"W	C61	20,000	39.473	33,371	N02°30'21"W
C2	56,000	8.321	8,313	N09°56'07"E	C14	51,000	16.234	16,166	N09°47'51"E	C26	54,500	1.793	1,793	N09°14'00"E	C38	80,000	14.345	14,326	N87°15'33"E	C50	38,500	2.052	2,052	N41°47'41"W	C62	20,000	26.024	24,227	N33°40'33"E
C3	56,000	1.683	1,683	N08°03'07"E	C15	71,000	22.800	22,805	N09°47'51"E	C27	60,000	80.114	74,203	N81°54'22"W	C39	80,000	14.345	14,326	N72°59'08"E	C51	38,500	25.243	24,793	N01°29'03"W	C63	20,000	12.949	12,724	N22°08'54"W
C4	76,000	13.590	13,572	N61°48'04"E	C16	71,000	8.090	8,086	N61°39'08"E	C28	60,000	11.804	11,785	N65°49'45"E	C40	80,000	10.713	10,705	N69°00'44"E	C52	58,500	41.476	40,613	N23°00'41"W	C64	20,000	17.446	16,900	N65°41'16"W
C5	76,000	0.637	0,637	N06°41'02"E	C17	71,000	14.510	14,485	N62°31'59"E	C29	60,000	24.817	24,640	N87°17'49"E	C41	55,000	13.260	13,228	N53°16'09"E	C53	58,500	7.117	7,112	N61°10'09"W	C65	11,000	9.092	8,835	N67°02'03"W
C6	76,000	12.953	12,936	N51°33'40"E	C18	75,000	18.074	18,031	N53°16'19"E	C30	60,000	24.817	24,640	N73°00'18"W	C42	55,000	10.845	10,827	N52°00'41"E	C54	58,500	14.616	14,578	N16°49'42"W	C66	11,000	3.077	3,067	N82°39'59"W
C7	9,000	14.137	12,728	N1°40'42"E	C19	75,000	15.589	15,561	N54°13'17"E	C31	60,000	18.676	18,601	N52°14'20"W	C43	55,000	2.415	2,415	N68°55'05"E	C55	58,500	15.281	15,237	N31°28'07"W	C67	11,000	6.015	5,941	N58°59'15"W
C8	29,000	45.553	41,012	N1°40'42"E	C20	75,000	2.485	2,485	N47°19'03"E	C32	80,000	106.819	99,058	N81°34'22"W	C44	75,000	18.082	18,038	N53°16'09"E	C56	58,500	4.462	4,461	N41°08'13"W	C68	75,000	17.669	17,628	N38°34'23"W
C9	29,000	0.459	0,459	N46°13'31"E	C21	74,500	17.500	17,510	N52°25'38"E	C33	80,000	10.036	10,029	N46°54'55"W	C45	75,000	12.668	12,653	N59°20'14"E	C57	9,000	20.518	16,355	N21°59'19"E	C69	75,000	7.485	7,482	N32°40'55"W
C10	29,000	12.702	12,600	N33°13'28"E	C22	74,500	6.662	6,657	N56°50'42"E	C34	80,000	14.345	14,326	N59°38'45"W	C46	75,000	5.414	5,412	N48°25'50"E	C58	11,000	9.480	9,189	N68°00'41"W	C70	75,000	10.184	10,176	N39°25'55"W
C11	29,000	12.780	12,677	N80°03'07"E	C23	74,500	8.888	8,883	N50°05'46"E	C35	80,000	14.345	14,326	N65°55'11"W	C47	51,000	16.234	16,166	N34°12'09"W	C59	11,000	9.092	8,835	N19°38'35"W	C71	80,000	1.773	1,773	N42°28'31"W
C12	29,000	12.780	12,677	N17°11'54"W	C24	54,500	12.839	12,809	N52°25'38"E	C36	80,000	14.345	14,326	N76°11'36"W	C48	71,000	2.663	2,663	N42°14'50"W	C60	20,000	95.894	27,097	N46°40'41"E	C72	210,000	2.175	2,175	N60°28'21"E

PLAN OF SUBDIVISION  
OF PART OF  
LOTS 39 & 40  
CONCESSION SOUTH OF THE  
NORTH BRANCH OF TALBOT ROAD  
(GEOGRAPHIC TOWNSHIP OF SOUTHWOLD)

TOWNSHIP OF SOUTHWOLD  
COUNTY OF ELGIN  
SCALE 1:1000 (Metric)  
(SCALE IN METRES)  
TERRY P. DIETZ  
ONTARIO LAND SURVEYOR



OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT:  
(1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.  
(2) THE SURVEY WAS COMPLETED ON THE

DATE \_\_\_\_\_ SHMUEL FARM - PRESIDENT  
I HAVE THE AUTHORITY TO SIGN THE CORPORATION

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:  
(1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.  
(2) THE SURVEY WAS COMPLETED ON THE

PRELIMINARY NEEDS MONUMENTATION  
DATE \_\_\_\_\_ TERRY P. DIETZ  
ONTARIO LAND SURVEYOR



# INTEGRATION DATA

BEARINGS ARE UTM GRID DERIVED FROM SPECIFIED CONTROL POINTS  
SC00020000034 AND SC00020000035, UTM-17 NAD83 (CSRS) (1997.0).

ALL DIMENSIONS SHOWN ARE MEASURED, UNLESS OTHERWISE NOTED.

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY  
THE COMBINED SCALE FACTOR OF 0.99997.

POINT ID	NORTHING	EASTING
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SCP 00020000035	4738969.043	479319.043

PLAN COORDINATES, UTM ZONE 17, NAD83 (CSRS)	
1	4798743.84
2	4798743.84

COORDINATES CANNOT, IN THEMSELVES, BE USED TO  
RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN

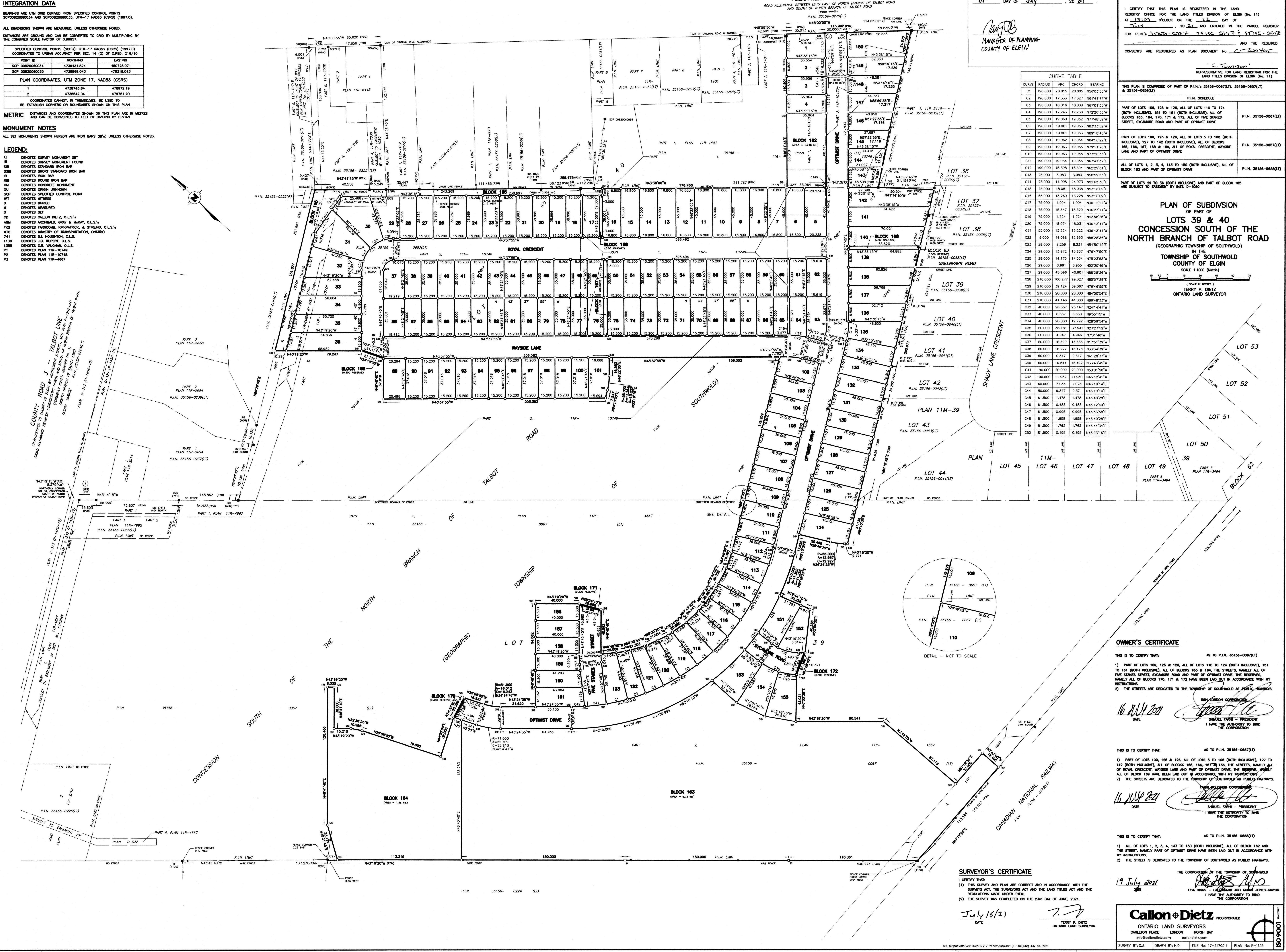
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AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

## MONUMENT NOTES

ALL SET MONUMENTS SHOWN HEREON ARE IRON BARS (IB's) UNLESS OTHERWISE NOTED.

## LEGEND:

- D DENOTES SURVEY MONUMENT SET
- IB DENOTES SURVEY MONUMENT FOUND
- SB DENOTES STANDARD IRON BAR
- SBIB DENOTES SHORT STANDARD IRON BAR
- IB DENOTES IRON BAR
- RB DENOTES ROUND IRON BAR
- CM DENOTES CONCRETE MONUMENT
- OU DENOTES ORIGIN UNKNOWN
- SCP DENOTES SPECIFIED CONTROL POINT
- WT DENOTES WITNESS
- B DENOTES BURIED
- M DENOTES MEASURED
- S DENOTES SET
- CD DENOTES CALLON DIETZ, O.L.S.'s
- AGM DENOTES ARCHIBOLD, GRAY & MAKAY, O.L.S.'s
- FMS DENOTES FARMCO, KIRKPATRICK & STIRLING, O.L.S.'s
- WTO DENOTES MINISTRY OF TRANSPORTATION, ONTARIO
- 741 DENOTES D.I. HOUGHTON, O.L.S.
- 1130 DENOTES J.G. RUPERT, O.L.S.
- 1305 DENOTES G.B. WAGHMAN, O.L.S.
- P1 DENOTES PLAN 11R-10748
- P2 DENOTES PLAN 11R-10748
- P3 DENOTES PLAN 11R-4667



APPROVED UNDER SECTION 51 OF THE PLANNING ACT THIS  
21 DAY OF July, 2021  
Terry P. Dietz  
MANAGER OF PLANNING  
COUNTY OF ELGIN

**PLAN 11M-249**

I CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND  
REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF ELGIN (No. 11)  
AT 5:03 O'CLOCK ON THE 22 DAY OF  
July, 2021 AND ENTERED IN THE PARCEL REGISTER  
FOR P.L.N.'s 35156-0067, 35156-0067 & 35156-0068  
AND THE REQUIRED  
CONSENTS ARE REGISTERED AS PLAN DOCUMENT No. C-120-705

REPRESENTATIVE FOR LAND REGISTRAR FOR THE  
LAND TITLES DIVISION OF ELGIN (No. 11)

THIS PLAN IS COMPOSED OF PART OF P.L.N.'s 35156-0067(LT), 35156-0067(LT)  
& 35156-0068(LT)

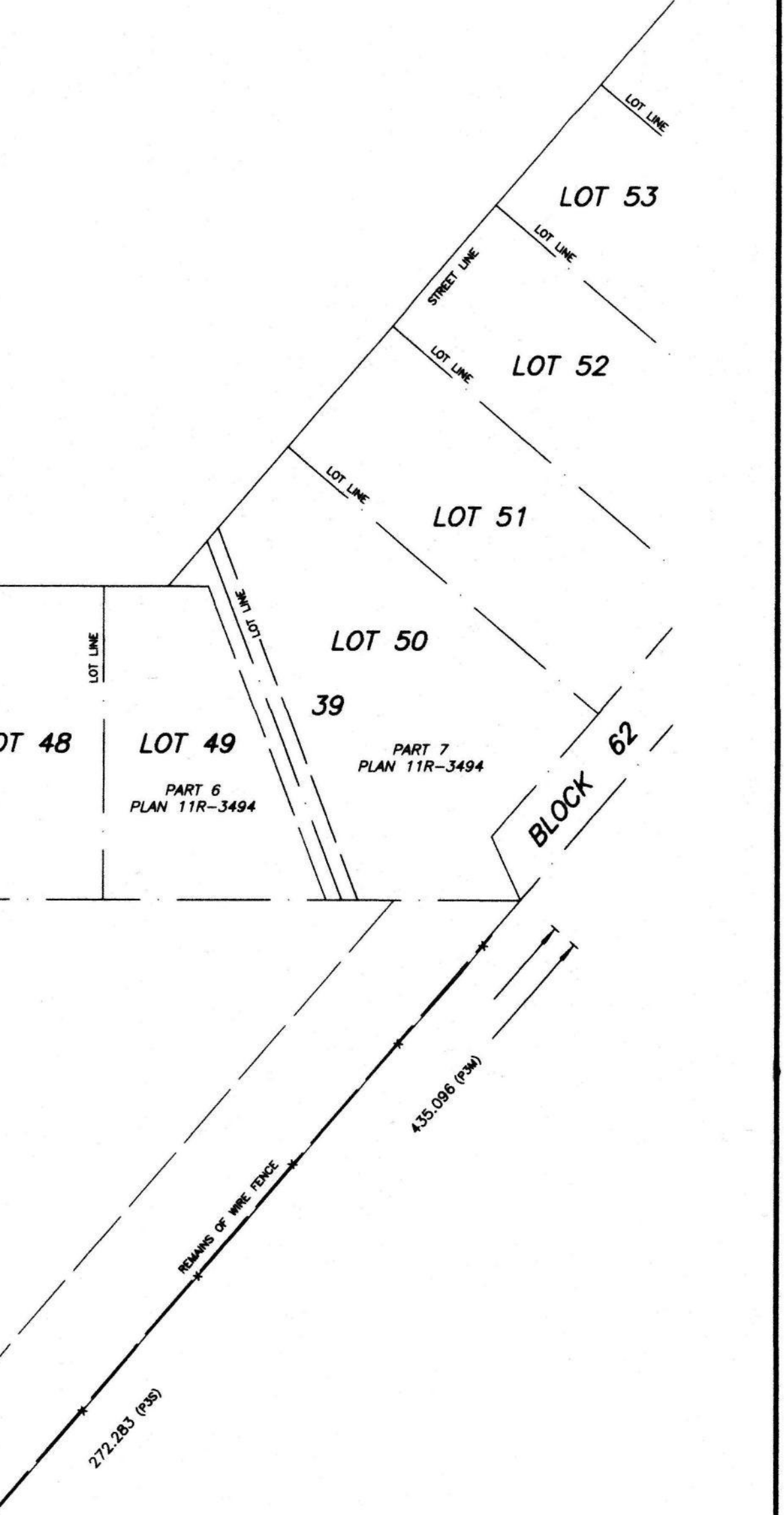
P.L.N. SCHEDULE	
PART OF LOTS 108, 125 & 126, ALL OF LOTS 110 TO 124 (BOTH INCLUSIVE), 127 TO 142 (BOTH INCLUSIVE), ALL OF BLOCKS 163, 164, 170, 171 & 172, ALL OF FINE STRAITS STREET, STANMORE ROAD AND PART OF OPTIMIST DRIVE	P.L.N. 35156-0067(LT)
PART OF LOTS 108, 125 & 126, ALL OF LOTS 5 TO 108 (BOTH INCLUSIVE), 127 TO 142 (BOTH INCLUSIVE), ALL OF BLOCKS 163, 164, 170, 171 & 172, ALL OF FINE STRAITS STREET, STANMORE ROAD AND PART OF OPTIMIST DRIVE	P.L.N. 35156-0067(LT)
ALL OF LOTS 1, 2, 3, 4, 143 TO 150 (BOTH INCLUSIVE), ALL OF BLOCK 162 AND PART OF OPTIMIST DRIVE	P.L.N. 35156-0068(LT)

**PLAN OF SUBDIVISION  
OF PART OF  
LOTS 39 & 40  
CONCESSION SOUTH OF THE  
NORTH BRANCH OF TALBOT ROAD  
(GEOGRAPHIC TOWNSHIP OF SOUTHWOLD)  
IN THE  
TOWNSHIP OF SOUTHWOLD  
COUNTY OF ELGIN**

SCALE 1:1000 (Metric)

SCALE IN METRES

ONTARIO LAND SURVEYOR



**OWNER'S CERTIFICATE**

THIS IS TO CERTIFY THAT: AS TO P.L.N. 35156-0067(LT)

1) PART OF LOTS 108, 125 & 126, ALL OF LOTS 110 TO 124 (BOTH INCLUSIVE), 151  
TO 161 (BOTH INCLUSIVE), ALL OF BLOCKS 163 & 164, THE STREETS, NAMELY ALL  
OF FINE STRAITS STREET, STANMORE ROAD AND PART OF OPTIMIST DRIVE, THE RESERVES,  
NAMELY ALL OF BLOCKS 170, 171 & 172 HAVE BEEN LAID OUT IN ACCORDANCE WITH MY  
INSTRUCTIONS.

2) THE STREETS ARE DEDICATED TO THE TOWNSHIP OF SOUTHWOLD AS PUBLIC HIGHWAYS.

16 July 2021  
DATE  
BRIAN LONDON - PRESIDENT  
I HAVE THE AUTHORITY TO BIND  
THE CORPORATION

THIS IS TO CERTIFY THAT: AS TO P.L.N. 35156-0067(LT)

1) PART OF LOTS 108, 125 & 126, ALL OF LOTS 5 TO 108 (BOTH INCLUSIVE), 127 TO  
142 (BOTH INCLUSIVE), ALL OF BLOCKS 163, 164, 167 & 168, THE STREETS, NAMELY ALL  
OF FINE STRAITS STREET, STANMORE ROAD AND PART OF OPTIMIST DRIVE, THE RESERVES,  
NAMELY ALL OF BLOCK 169 HAVE BEEN LAID OUT IN ACCORDANCE WITH MY INSTRUCTIONS.

2) THE STREETS ARE DEDICATED TO THE TOWNSHIP OF SOUTHWOLD AS PUBLIC HIGHWAYS.

16 July 2021  
DATE  
TERRY P. DIETZ - PRESIDENT  
I HAVE THE AUTHORITY TO BIND  
THE CORPORATION

THIS IS TO CERTIFY THAT: AS TO P.L.N. 35156-0068(LT)

1) ALL OF LOTS 1, 2, 3, 4, 143 TO 150 (BOTH INCLUSIVE), ALL OF BLOCK 162 AND  
THE STREET, NAMELY PART OF OPTIMIST DRIVE HAVE BEEN LAID OUT IN ACCORDANCE WITH  
MY INSTRUCTIONS.

2) THE STREET IS DEDICATED TO THE TOWNSHIP OF SOUTHWOLD AS PUBLIC HIGHWAYS.

19 July 2021  
DATE  
LISA HOGG - CHAIRMAN AND OWAIN JONES-MAYOR  
I HAVE THE AUTHORITY TO BIND  
THE CORPORATION

**SURVEYOR'S CERTIFICATE**

I CERTIFY THAT:

1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE  
SURVEY ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE  
REGULATIONS MADE UNDER THEM.

2) THE SURVEY WAS COMPLETED ON THE 23rd DAY OF JULY, 2021.

July 16/21  
DATE  
TERRY P. DIETZ  
ONTARIO LAND SURVEYOR



I HEREBY AUTHORIZE CALLON DIETZ INC. TO SUBMIT THIS PLAN OF PROPOSED SUBDIVISION TO THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD FOR APPROVAL.



I HAVE THE AUTHORITY  
TO BIND THE CORPORATION

I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LANDS TO BE SUBDIVIDED AND THEIR RELATIONSHIP TO ADJACENT LANDS ARE ACCURATELY AND CORRECTLY SHOWN ON THIS PLAN.

TERRY P. DIETZ  
ONTARIO LAND SURVEYOR

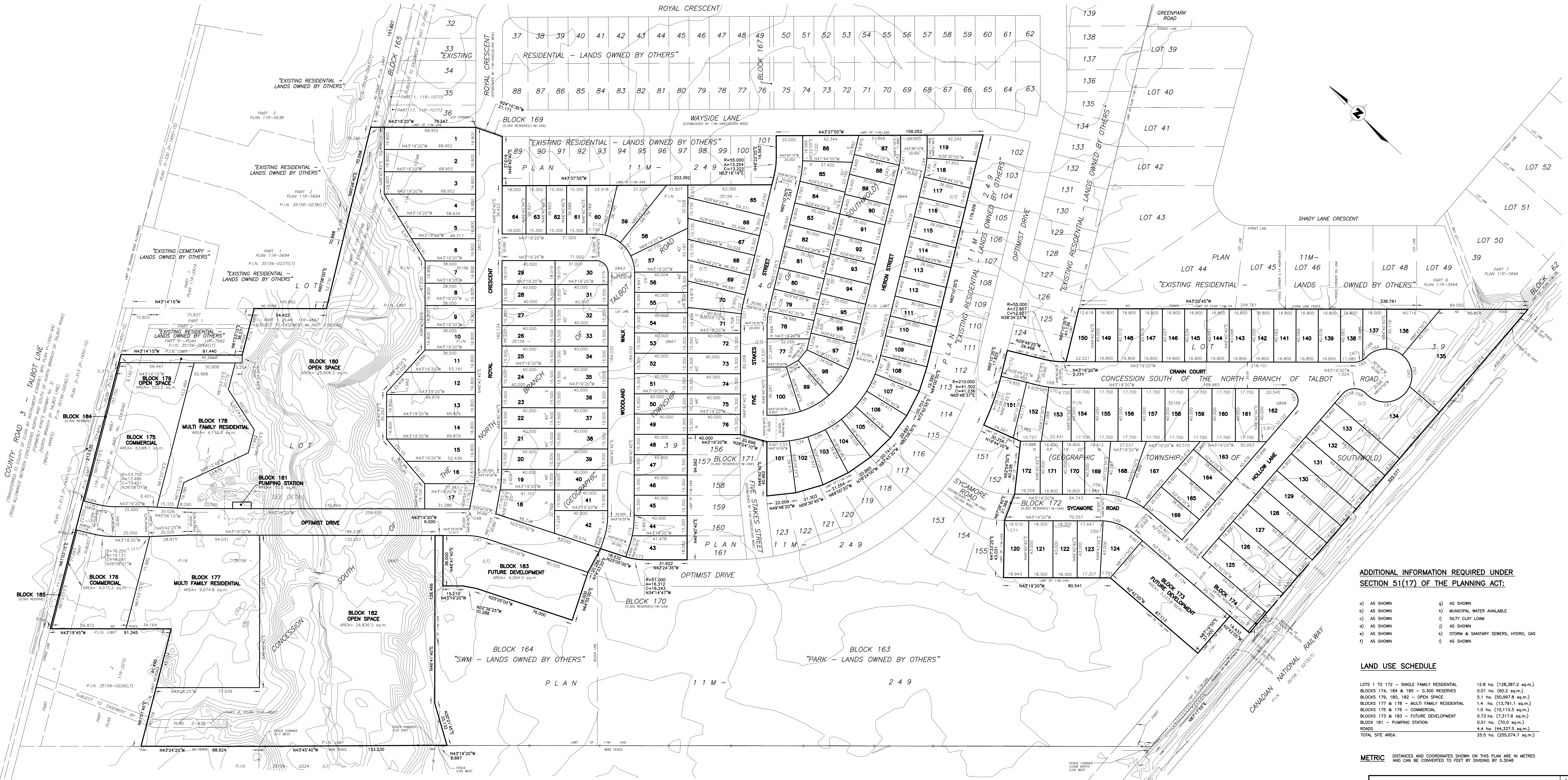
The diagram shows a rectangular area labeled "BLOCK 181 PUMPING STATION" with a width of 14,000 and a height of 5,000. To its right is a larger rectangular area labeled "BLOCK 180 OPEN SPACE" with a width of 130,864 and a height of 5,000. The total width of the combined area is 144,864. The diagram is oriented with North (N) at the top and South (S) at the bottom, indicated by arrows and the text "N 43° 19' 20\"/>

[illegible]

KEY MAP  
(NOT TO SCALE)

( SCALE IN METRES )

ONTARIO LAND SURVEYOR



ADDITIONAL INFORMATION REQUIRED UNDER  
SECTION 51(17) OF THE PLANNING ACT:

- |             |  |
|-------------|--|
| a) AS SHOWN | g) AS SHOWN                            |
| b) AS SHOWN | h) MUNICIPAL WATER AVAILABLE           |
| c) AS SHOWN | i) SILTY CLAY LOAM                     |
| d) AS SHOWN | j) AS SHOWN                            |
| e) AS SHOWN | k) STORM & SANITARY SEWERS, HYDRO, GAS |
| f) AS SHOWN | l) AS SHOWN                            |

## LAND USE SCHEDULE

LOTS 1 TO 172 - SINGLE FAMILY RESIDENTIAL	12.8 ha. (128,387.2 sq.m.)
BLOCKS 174, 184 & 185 - 0.300 RESERVES	0.01 ha. (60.2 sq.m.)
BLOCKS 179, 180, 182 - OPEN SPACE	5.1 ha. (50,997.8 sq.m.)
BLOCKS 177 & 178 - MULTI FAMILY RESIDENTIAL	1.4 ha. (13,791.1 sq.m.)
BLOCKS 175 & 176 - COMMERCIAL	1.0 ha. (10,113.3 sq.m.)
BLOCKS 173 & 183 - FUTURE DEVELOPMENT	0.73 ha. (7,317.6 sq.m.)
BLOCK 181 - PUMPING STATION	0.01 ha. (70.0 sq.m.)
ROADS	4.4 ha. (44,337.5 sq.m.)
TOTAL SITE AREA:	25.5 ha. (255,074.7 sq.m.)


**METRIC** DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES  
AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

**Callon Dietz** INCORPORATED

ONTARIO LAND SURVEYORS

CARLETON PLACE      LONDON      NORTH

info@callondietz.com      callondietz.com



100605  
REGISTERED  
No. E-1892



## TOWNSHIP OF SOUTHWOLD PLANNING REPORT

**Application:** Draft Plan of Subdivision Official Plan and Zoning By-law Amendments  
**File No:** 34T-SO1802, Official Plan Amendment  
 and ZBA 2018-12  
**Date:** November 6, 2018

### Summary of Comments

ISSUE	COMMENT	RESPONSE / ACTION
Park / Open Space	<ul style="list-style-type: none"> <li>- Location of the park is far from Ridge.</li> <li>- Do not change the existing park.</li> <li>- Build new park.</li> <li>- Limit to only the road (no lots).</li> <li>- Move proposed park more centralized, behind the back of Shady Lane.</li> <li>- Sidewalks along Hwy 3 would help with pedestrian connectivity.</li> </ul>	<ul style="list-style-type: none"> <li>- A new neighbourhood park is proposed. The area will accommodate baseball diamonds and soccer fields.</li> <li>- The area will function together with the abutting stormwater management facility and nearby creek corridor.</li> <li>- The proposed trail will provide for pedestrian connectivity.</li> </ul>
Safety / CPTED	<ul style="list-style-type: none"> <li>- Need to take into account for park and access.</li> </ul>	<ul style="list-style-type: none"> <li>- Visibility and light of sight from rear yards will increase.</li> </ul>
Tree Protection / Environmental Assessment	<ul style="list-style-type: none"> <li>- An EA needs to be completed for the area.</li> <li>- Save as many trees as possible.</li> </ul>	<ul style="list-style-type: none"> <li>- An EA was completed and concluded that there is no significant natural heritage features present that warrant protection.</li> <li>- Permits from the KCCA is required.</li> <li>- Vegetation is dominated by shrubs and ground layer.</li> </ul>
Fencing	<ul style="list-style-type: none"> <li>- Engage Association on the type of fencing.</li> <li>- Will there be a privacy fence around the entire subdivision?</li> <li>- What type of fence?</li> <li>- Privacy fence requested.</li> </ul>	<ul style="list-style-type: none"> <li>- Fencing would be a condition of the Development Agreement.</li> </ul>
Sidewalks	<ul style="list-style-type: none"> <li>- Sidewalks proposed?</li> </ul>	<ul style="list-style-type: none"> <li>- Sidewalks on one side of all the roadways has been proposed.</li> </ul>



Access / Traffic / Roads	<ul style="list-style-type: none"> <li>- Access from Gore Road and Sunset will create traffic and safety issues.</li> <li>- Gore Road is too narrow.</li> <li>- Turn Lanes on Sunset will not help.</li> <li>- Will Gore Road be widened?</li> <li>- Stop light?</li> <li>- PX0 at park?</li> <li>- Access to Talbot Line to be done during phase 1.</li> <li>- Access to Gore Road not supported, except for emergency vehicles.</li> <li>- Limit Gore Road with no truck traffic.</li> <li>- Traffic calming?</li> <li>- Length of turning lane on Talbot Line?</li> <li>- Keep traffic off Gore Road.</li> <li>- Dust control on gravel roads.</li> <li>- Install streetlights (on existing poles) on Gore Road.</li> <li>- Support for proposed development regarding connectivity with surrounding area.</li> </ul>	<ul style="list-style-type: none"> <li>- A TIS was prepared and recommends remedial measures in order to adequately handle future traffic volumes.</li> <li>- The development is forecast to generate 430 to 485 new trips during the AM and PM peak hours, at full build out.</li> <li>- There are no individual problem movements.</li> <li>- Roads and sidewalks will be constructed in accordance with all applicable design standards.</li> </ul>
Rural Appeal	<ul style="list-style-type: none"> <li>- Steps to maintain rural appeal / feel?</li> </ul>	<ul style="list-style-type: none"> <li>- The proposed draft plan of subdivision, official plan amendment and zoning by-law amendment are within the Talbotville Settlement Area and are designated Residential and Open Space with a portion of the property subject to the Hazard Lands overlay.</li> <li>- Residential lot creation in the form of a subdivision within the settlement area is permitted</li> </ul>
Schools	<ul style="list-style-type: none"> <li>- Where will children go to school?</li> <li>- Schools are at capacity.</li> </ul>	<ul style="list-style-type: none"> <li>- No objections were received by the local School Boards on student accommodations.</li> </ul>
Storm Water Management / Drainage	<ul style="list-style-type: none"> <li>- What is the Plan for drainage?</li> <li>- Drainage must be designed properly.</li> <li>- Current drain behind Shady Lane.</li> </ul>	<ul style="list-style-type: none"> <li>- In the Preliminary Servicing Report, it states the subject lands will have storm water management quantity controls installed to constrain post-development flows to pre-development levels.</li> </ul>

	<ul style="list-style-type: none"> <li>- Need a larger Holding Pond.</li> </ul>	<ul style="list-style-type: none"> <li>- Two storm water retention ponds will be constructed onsite. These water retention ponds will require the approval of the Municipality, the Conservation Authority and the M.O.E.C.C. before construction.</li> </ul>
Sewers	<ul style="list-style-type: none"> <li>- Cost of sewers and hook up?</li> <li>- Cost of trunk sewers?</li> <li>- Impact on sewer cost for Shady Lane?</li> <li>- Status of the EA?</li> </ul>	<ul style="list-style-type: none"> <li>- The property has the ability to connect to the municipal water service and sewage service in the Talbotville Settlement area.</li> <li>- It is recommended as a condition of draft approval of the plan of subdivision that the owner is required to connect all lots and units to the municipal water service and municipal sewer service.</li> </ul>
Lot Size / Number	<ul style="list-style-type: none"> <li>- Lots are not similar to the Ridge.</li> <li>- Lots too small.</li> <li>- Large vs small lots.</li> </ul>	<ul style="list-style-type: none"> <li>- Minimum lot size complies with the Residential (R1) Zone of the Zoning By-law regarding lot frontage and lot area.</li> <li>- Developer has reduced the total number of residential lots from 348 to 335.</li> </ul>
Additional Meeting / Supporting Studies	<ul style="list-style-type: none"> <li>- Review Development Agreement by residents.</li> <li>- Residents meeting with Developer.</li> <li>- Conform with PPS?</li> <li>- Timelines?</li> <li>- Density / Number of households?</li> <li>- Park land dedication?</li> </ul>	<ul style="list-style-type: none"> <li>- Public meetings are regulated under the Planning Act.</li> <li>- Intent of the public open house was to meet with the developer informally.</li> <li>- The proposed draft plan of subdivision, official plan amendment and zoning by-law amendment are within the Talbotville Settlement Area and are designated Residential and Open Space with a portion of the property subject to the Hazard Lands overlay.</li> <li>- Residential lot creation in the form of a subdivision within the settlement area is permitted.</li> <li>- The OP sets out maximum density of 20 units per ha for low density (based on 24.93 acres, 498.6 units are permitted and 335 are proposed).</li> </ul>

That Council of the Township of Southwold recommend APPROVAL to the County of Elgin Approval Authority for the proposed Draft Plan of Subdivision 34T-SO with the following Township conditions;

1. That this approval applies to the **draft plan of subdivision** prepared and certified by **Terry P. Dietz O.L.S., dated December 7, 2023**, that shows 172 lots for single detached residential units; four blocks for future residential development, two blocks for future commercial development, two open space blocks, one block for sanitary pumping station, and three blocks for 0.3 metre reserves legally described as Part of Lots 39 and 40, Concession South of the North Branch of Talbot Road and Parts 1,2,3,4, 10 Plan 11R-1401, located on the south side of Talbot Line and West of Talbotville Gore Road in the community of Talbotville..
2. That the Owner be required to enter into **a development agreement** with the municipality wherein the owner agrees to satisfy all the requirements financial and otherwise, including but not limited to: the payment of fees and development charges, provision of roads, installation and capacity of services, sanitary sewerage collection system, storm water collection system, water distribution system, utilities, stormwater management facilities, sidewalks, active transportation facilities, traffic signage, streetlighting system, pavement markings, temporary lot drainage, temporary drainage systems at limits of subdivision phases, fencing, buffering, retaining walls, and trees for the development of the lands within the plan, all in accordance with approved drawings and specifications.
3. That the development agreement between the Owner and the Municipality contain provisions requiring **financial contributions** be made and/or secured to the Municipality including all required letters of credit, cash securities and insurances **(for a period of time up to and including two years after final completion of all required municipal infrastructure and services). Development Charges, Securities (100% of estimated work on public lands), Water Connection Fees, Deposit for legal fees, costs incurred by the Township, and all other associated fees to be paid upon submission of signed agreement.**
4. That the development agreement between the Owner and the Municipality be registered against the title of the lands to which it applies prior to the **registration** of the plan of subdivision.
5. That the development agreement contains provisions to the satisfaction of the Municipality regarding the **phasing** or timing of the development. That the Owner shall submit plans showing any revised phasing to the Municipality for



review and approval if this subdivision is to be developed in more than one registration.

6. That prior to final approval by Elgin County, the County is to be advised by the Municipality that this proposed subdivision **conforms to the zoning by-law** in effect. The Owner shall provide to the Municipality a table of lot areas and lot frontages certified by an Ontario Land Surveyor confirming compliance with the Zoning By-law.
7. That the Owner shall provide **easements** as may be required for **services**, utility or drainage purposes, and where required by the Municipality, daylight corners and/or 0.3 metre reserves shall be shown on the final plan and conveyed in a form satisfactory to the Municipality and the relevant agency.
8. That the Owner provide to the municipality all **servicing plans and reports** for the review and final approval by the Municipality in accordance with the **Development Standards Manual/to the satisfaction of the Municipality**.
9. That the development agreement, between the Owner and the Municipality, contain provisions, to the satisfaction of the Municipality and the Kettle Creek Conservation Authority, that stipulates, that prior to obtaining final approval, for any phase of the development, that the Owner, will **finalize an engineering analysis**, to **identify stormwater quality and quantity measures**, as necessary to control any increase in flows in downstream watercourses, in accordance with any relevant municipal/provincial, standards or guidelines, in consultation with the applicable authority.
10. That the development agreement, between the Owner and the Municipality, contain provisions, to the satisfaction of the Municipality, that stipulates, that prior to obtaining final approval, for any phase of the development, that the Owner, will finalize the following plans and reports in accordance with any relevant municipal/provincial, standards or guidelines, in consultation with the applicable authority and the satisfaction of the Municipality:
  - **Grading Plans**
  - **Site Servicing Plans**
  - **Erosion and Sediment Control Plans**
  - **Phasing Plans**
  - **Sanitary and Storm Area Plans – showing pre and post tributary areas, outlets storm water management, calculations etc**
  - **Subdivision Plans**
  - **Details and Notes Plans as Required**

- **Plan and Profiles**
  - **Photometric Plans**
  - **Any other plans deemed necessary by the Township**
11. That the development agreement between the Owner and the Municipality contain provisions, that requires, that the Owner will establish a **legal stormwater outlet under the provisions of the Drainage Act** in consideration of the necessary road upgrades and stormwater management, to service the subject lands, and shall request any required **apportionments** under the same, to the satisfaction of the Municipality.
  12. That the development agreement between the Owner and the Municipality contain provisions, that requires, that the Owner, **installs the stormwater management measures**, for any phase of the development, identified in the final engineering analysis completed, as part of the development for the site and undertake to implement the recommendations contained therein, to the satisfaction of the Municipality and the Kettle Creek Conservation Authority.
  13. That the subdivision agreement between the Owner and the Municipality contain provisions that requires that the Owner **installs the stormwater management measures** for any phase of the development identified in the final engineering analysis completed as part of the development for the site and undertake to implement the recommendations contained therein, to the satisfaction of the Municipality and the Kettle Creek Conservation Authority.
  14. That prior to undertaking construction or site alteration activities, any necessary **permits** or approvals, be received, from the Kettle Creek Conservation Authority.
  15. That prior to final approval, the Municipality shall confirm that **reserve sewage treatment conveyance capacity and water supply capacity** is available for all lots in the proposed development.
  16. That the development agreement between the Owner and the Municipality shall contain the following clause:
 

The Owner acknowledges that an **oil, gas or water well** ("Well") that is improperly constructed, maintained or abandoned presents a safety risk to humans as well as a potential risk to pollute groundwater resources. The Owner represents and warrants that it has researched the Oil, Gas and Salt Resources Library and the Ministry of Environment, Conservation and Parks Well Records (together the "Records") and has made itself aware of the presence of any Well on the lands. The Owner acknowledges that not all Wells are recorded or located accurately in the Records. The Owner further represents and warrants that it has:

    - i. systematically searched the subject lands for potential Well sites; and

- ii. taken all other necessary steps to ensure that there are no other Wells on the subject lands and that any Well found has been or will be capped in accordance with the applicable legislation, regulations, guidelines or orders, the proof of which shall be submitted to the Municipality.

In the event that an improperly constructed, maintained or abandoned Well is found upon or within any lands either conveyed to the Municipality as a requirement of the development agreement or lands which become owned by and/or under the jurisdiction of the Municipality as a result of the registration of the plan of subdivision, the Owner covenants and agrees to indemnify and save harmless the Municipality for all costs incurred relating to the capping, repairing or otherwise remediating of such Well in accordance with the applicable legislation, regulations, guidelines or orders. It is the intention of the parties that this provision shall survive the closing of any transaction related to the transfer of the applicable lands.

17. That the development agreement between the Owner and the Municipality shall contain a provision requiring the **installation of perimeter fencing**. The location, type, height of the fencing shall be shown on the appropriate drawing, to the satisfaction of the Municipality. Fencing shall be installed prior to final approval by the County, the cost of materials and installation shall be included in the calculation of securities and will be held to ensure completion.
18. That the subdivision agreement between the Owner and the Municipality contain a provision requiring the owner to notify in writing each person who first offers to purchase any subdivided lot within the plan of subdivision of all approved **development charges**, including development charges for school purposes, relating to any such lot pursuant to Section 59(4) of the Development Charges Act, 1997, and the Education Act.
19. That prior to final approval by Elgin County, the Owner shall submit for review and approval by the Municipality, a draft of the **final M plan**.



## TOWNSHIP OF SOUTHWOLD

### Report to Council

**MEETING DATE:** December 11, 2023

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

**REPORT NO:** FIR 2023-14

**SUBJECT MATTER: Activity Report for the Fire Chief, November 2023**

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**Recommendation(s):**

None – For Council Information.

**Purpose:**

To update Council on Fire Department Activities for November 2023.

**Background:**

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

- a. *Calls for service* – a total of 12 emergencies were responded to in the months of November including three MVCs, and a mutual aid assist.
- b. *Meetings* – fire chief attended a County Chiefs meeting in Malahide, a Mutual Aid Coordinators meeting, and Talbotville Station project meetings.

*Report on any outstanding /unresolved concerns, issues:*

- a. The Fire Chief is working with the County Coordinator on a solution to outdated mapping issues regarding fire response zones.

*Training Undertaken by Staff:*

- a. Department training topics included hose deployment, radio communications, and water supply with Oneida Fire.
- b. Shedden Station hosted an OFC NFPA 1021 Officer course, with one SFD member attending.



*Capital Project Progress :*

<b>2023</b>	<b>Budget</b>	<b>Status/Comments</b>
SCBA/Cylinders	\$26,200	Complete
Bunker Gear	\$12,500	Ordered
Hoses & Appliances	\$5,000	Ongoing
Radios & pagers	\$4,000	Complete
Shedden Station – 4 <sup>th</sup> bay	\$150,000	In planning
Talbotville Fire Station	\$1,250,000	In progress

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

<b>2019</b>	<b>Budget</b>	<b>Status/Comment</b>
Automatic Door Closure	\$500.00	

**Financial Implications:**

None.

**Strategic Plan Goals:**

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

- ☐ Managed Growth
- ☐ Welcoming and Supportive Neighbourhoods
- ☐ Economic Opportunity
- ☒ Fiscal Responsibility and Accountability

**Respectfully Submitted by:****Jeff McArthur, Director of  
Emergency Services/Fire Chief****Approved by:****Lisa Higgs, CAO/Clerk**



## **TOWNSHIP OF SOUTHWOLD**

### Report to Council

**MEETING DATE:** December 11, 2023

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

Brent Clutterbuck, Drainage Superintendent

Kevin Goodhue, Water/Wastewater & Compliance Superintendent

**REPORT NO:** ENG 2023-61

**SUBJECT MATTER: Activity Report for Infrastructure and Development team -  
November 2023**

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

None – For Council Information.

#### **Purpose:**

The purpose of the report is to update Council on the Infrastructure and Development Services team activities for November 2023.

#### **Development:**

- Continued support with TSTAC for the design build of the proposed Talbotville Firehall, Submissions expected December 18<sup>th</sup>.
- Meeting with EPCOR to discuss alternative Sanitary Servicing Options
- Meeting with FHC and Karwood to discuss condo development in the Meadows Phase 2
- Southwold Emergency Management Review Meeting
- Visit and Discussed Development with the St. Thomas Industrial Team
- Interviewed and Hired the Townships new GIS/Asset Management Tech, we welcome Cassandra Young to the team
- Quarterly Meeting with OCWA
- Reviewed Development/Severance Applications for the Month of November
- Secondary Waterboard meeting, follow up assistance in addressing some water quality issues and the Middlesex Water System
- Completed Final Walk through of Project Eleanor – Final Security Release
- Attended Economic Development Meetings – general meeting and an onsite walk through of the Shedden Commercial Plaza

- Completed final walk through of the Ridge Phase 2 – Expect Assumption to be finalized in the coming weeks
- Attended the Central Elgin – Southwold Sanitary Negotiations Committee Meeting
- Meeting with stakeholders regarding the Talbotville Meadows Draft Plan of Subdivision Lapsing
- Attended Meeting with Hydro One and Industrial Stakeholders to discuss power concerns in the area
- Attended Onsite Meeting for the Talbotville Firehall Design Build invitees
- Continued work on 10-year Capital Plans
- Crafted Tender and RFP Templates for 2024 Purchasing Using Elgin County Templates
- Attended MTO Highway 3 Public Information Centre #2
- Met with County Director of Engineering to discuss the accommodation of a Southwold Public School Expansion, options for servicing

- Total list of active subdivision/site plan files is shown below:

<u>Development Files</u>	<u>New this Month</u>	<u>Stage of Development Process</u>	<u>Settlement Area</u>
Talbotville Meadows Phase 1		Residential build out, working towards request for assumption	Talbotville
Ridge Phase 2	Submitted for Assumption	Residential build out, working towards request for assumption	Talbotville
The Clearing		Residential build out	Talbotville
Enclave Phase 1		Residential build out, working towards request for assumption	Talbotville
Florence Court		Residential build out, working towards request for assumption	Ferndale
Talbotville Meadows Phase 2	Resubmission for Draft Plan Approval	Working towards registration and preliminary acceptance	Talbotville
40134 Talbot Line		Site plan agreement	Talbotville
McBain Line		Draft plan, working towards engineering submission	Ferndale
35743 Horton Street (Stoss)	APS Completed for Signing	Studies, preparing for draft plan submission	Shedden
4509 Union Road (Turville)		Studies, preparing for draft plan submission – Spring 2024 Servicing	North Port Stanley
8068 Union Road		Studies, preparing for draft plan submission	Fingal



10247 Talbotville Gore Road		Studies, preparing for site plan	Talbotville
Talbotville Meadows Blocks 177 & 178	Submitted for Site Plan Approval	Pre-Consultation	Talbotville
4324 Thomas Road	Approved Conditions for Draft Plan Submission	Studies, preparing for draft plan submission	North Port Stanley
7882 Union Road		Pre-Consultation	Fingal
11085 Sunset Road	Expect a request for formal pre-consult	Pre-Consultation	Talbotville
35556 Fingal Line		Background information	Fingal
North of 9877 Union Road		Pre-Consultation	Shedden
Teetzel Development		Background information	Shedden
8115 Union Road		Consultation	Fingal
Field north/east of John Street		Consultation	Shedden
11570 Wonderland Road (Marcel Equipment)	Expect Site Plan Submission Soon	Site Plan Design	Talbotville

## **Infrastructure**

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

- Locates
- Installed the water service on 33582 Fourth Line
- Installed new water service to Talbotville Heritage Park, off Optimist Drive.
- Completing meter repairs
- Building meter assemblies for office.
- Repairing curbstops.
- Meter reading.
- Repairing signs
- Co-ordinating future water services
- Dead end Flushing
- Removed meter pit on 10117 Talbotville Gore Road

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

- Plows and snow wings were installed on trucks rucks and graders and made ready for the winter season
- Gravel roads and shoulders were graded
- Safety checks and repairs were made to all trucks
- Final coat of asphalt was laid on Lake Line

## **2023 Capital Project Process:**

<b>2023</b>	<b>Budget</b>	<b>Status/Comment</b>
<b>Water and Sewer</b>		
Shedden and Fingal Sewer		Working with Central Elgin on agreement, RFP ready
<b>Roads</b>		
Hard Surface Projects	\$400,000.00	Complete
Public Works Building	\$200,000	90% design, planning to tender before Christmas
Talbotville Sidewalks	\$100,000	Complete

**c) Drainage:**

**Drains Before Council:**

**Palmer/Bush Line Drain (Aug. 2022):** Council to receive the report tonight and decide on whether to proceed

**Construction:**

**Bogart Drain Branch C (Aug 2022) :** Construction in 2024

**In the hands of the Engineer:**

- **Gregory Drainage Works(2023):** Surveying has been completed
- **Ryan Drain (Sept 19):** we are waiting for the proponent to complete some lot grading and swale construction in the development. Once completed the engineer will present his report
- **Third Line – Magdala Drain (formerly Con 3, Lot 5 Drain): (June 12)** Council returned to Engineer.
- **Bogart Drain Ext. (Dec 15):** The proponent has asked that this drain be put on hold for the time being.
- **Taylor Drain: (Mar. 21):** we are waiting for the geotechnical report from the bore holes completed in the proposed bore area under the 401
- **Maintenance:** Work being assigned to contractors as requests coming in
- Drainage Superintendent has been out in the field looking at maintenance requests and fielding landowner questions.

**Grant Application:** N/A

**2022 Capital Project Process:**

<b>2022</b>	<b>Budget</b>
McIntosh #2	21,099.00
<b>Anticipated 2023</b>	Budget
G.H. Pennings Drain – Oneida Road crossing	\$15,539.00
G.H. Pennings Drain – water line special	\$2,160.00
A.& C. Jones Drain – Lake Line	\$22,963.00
<b>Anticipated 2024</b>	
Palmer Drain 2023	\$21,143.00

**Financial Implications:**

None.

**Strategic Plan Goals:**

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

- ☐ Managed Growth
- ☐ Welcoming and Supportive Neighbourhoods
- ☐ Economic Opportunity
- ☒ Fiscal Responsibility and Accountability

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

**"Submitted electronically"**

**Approved by:  
Lisa Higgs, CAO/Clerk**

**"Approved electronically"**





## **TOWNSHIP OF SOUTHWOLD**

### Report to Council

#### **MEETING DATE:**

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

**REPORT NO:** ENG 2023-62

**SUBJECT MATTER: Highway 3 Twinning Comments Update**

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

THAT the report titled "Highway 3 Twinning Comments Update", be received, and filed; and,

THAT the list of comments identified in this report be sent to the Ministry of Transportation's Study Design Team for consideration and inclusion in their Transportation Environmental Study Report (TESR).

#### **Purpose:**

The Ontario Ministry of Transportation (MTO) is progressing with its Preliminary Design, Detailed Design and Class Environmental Assessment (Class EA) for improvements to Highway 3 from Highway 4 to Centennial Avenue. A second Public Information Centre (PIC) was held on November 22nd, 2023 and this report summarizes the information shared and recommend comments to be provided to the MTO.

Additional information regarding the study can be found through the following link:  
<http://www.highway3elgin.ca/>

#### **Background:**

The MTO is planning improvements to the Highway #3 corridor between Highway #4 and Centennial Avenue. After the first PIC held on August 17, 2023, Council submitted a list of comments regarding the project and design features. On November 21, 2023, Staff received a response from the MTO's consultant (Stantec) that confirmed receipt and consideration of these comments (see comment and response attached as Appendix A). Generally, Council's comments are either being considered or have been implemented into the preliminary design. Alongside the design preferences for interchanges and the closure of Ford Road, the design team has also confirmed they will consider the various comments relating to infrastructure, lighting, and noise barriers. In recent weeks the

design team has discussed the realignment of Longhurst Line to intersect Clinton Line. Improving the current intersection configuration in the area to a single intersection at 90 degrees to Sunset Road and adding a cul-de-sac for existing residential homes on Longhurst Line. Conceptual Sketch shown below.



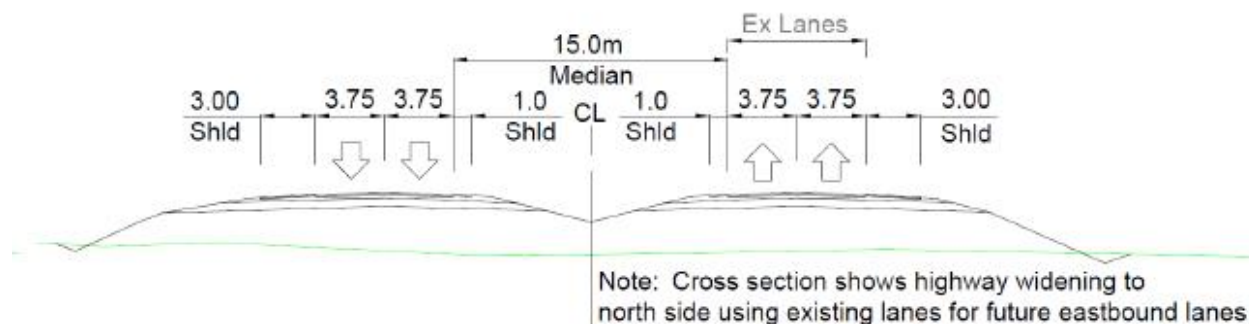
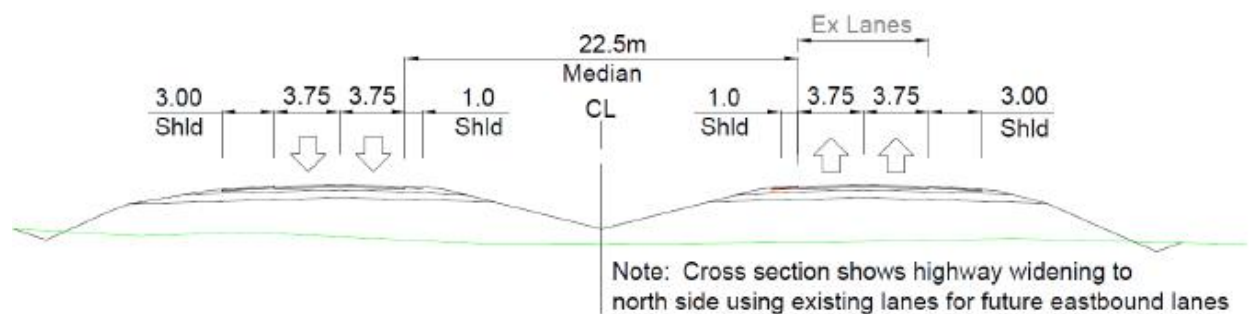
Of note, the movement of agricultural equipment is being taken into consideration, however, agricultural equipment will remain prohibited from using Highway #3 and the proposed Talbotville Bypass for safety purposes. It is anticipated that agricultural equipment will need to make use of alternate routes to move north and south of the bypass i.e. Ron McNeil, Wellington and Major Line. The posted speed limit along Highway #3 will be increased from 80km/h to 100km/h resulting from the divided highway cross

section. The MTO has not provided insight into any changes, if contemplated, to Sunset Road.

PIC 2 was held on November 22nd with an agency only session in the afternoon followed by a public session held in the evening with 122 attendees from the public. Highlights from PIC 2 are as follows:

The proposed Highway #3 cross section is proposing to utilize 2 different median width designs in order to reduce property impacts.

Generally, the wider median (22.5 metre) is proposed west of Wellington Road to Highway #4 and the narrower (15 metre) median width is proposed from Wellington Road easterly to Centennial Avenue. These proposed design cross sections are shown below.





A digital rendering of the proposed roundabout at where the proposed Talbotville Bypass will connect to Highway #4 is shown below.



A digital rendering of the proposed interchange of Ron McNeil Line/Wonderland Road is shown below which incorporates a cul-de-sac at Ford Road.





A digital rendering of the proposed interchange at Wellington Road is shown below.



A digital rendering of the proposed twinning of the Kettle Creek Bridge shown below.



The preliminary construction staging sequence has been developed over a five (5) year timeline, commencing as early as 2025 subject to funding and environmental approvals, and as follows:

**Year 1** – Highway 4 widening, Highway 4 Roundabout, Highway 3 Bypass and CNR overhead structure, Kettle Creek Bridge.

**Year 2** – Highway 3 Bypass, CNR overhead structure, Ron McNeil Line/Wonderland Road interchange ramps, Highway 3 twinning (east of Wellington Road).

**Year 3** – Ron McNeil Line/Wonderland Road interchange, Highway 3 twinning, First Ave. interchange.

**Year 4** – Highway 3 twinning, Wellington Road interchange.

**Year 5** – Highway 3 twinning, Wellington Road interchange.

It is anticipated that the entire project will encompass several construction contracts and will require use of County Road's to facilitate the detours necessary to complete the project. At this time no signed routes are proposed for local roads, increased use of local roads as a shortcut may occur, however, the elimination of Ford Road as a through Road should limit impacts to Township Roads.

### **Financial Implications:**

No financial implications are anticipated at this time.

### **Comment/Analysis:**

Staff have found the MTO and Stantec project teams to be very collaborative and receptive to comments or concerns from the area Municipalities. The team has standing monthly meetings with Southwold, Central Elgin, and the County to provide updates on the project and address community concerns. We expect the meetings to continue until project completion.

The MTO have requested to receive comments emanating from the information provided in PIC 2. Although many of concerns were addressed from the first round of comments, Staff recommends forwarding the following list of comments based on information provided to date for Council's consideration:

1. That cul-de-sacs be designed so that municipal service vehicles (i.e. plow trucks, garbage trucks) can turn around in one movement.
2. That traffic signalization be implemented at the intersection of Clinton Line and Highway #4 to facilitate the movement of agricultural equipment.

3. That traffic signalization be implemented at the intersection of Southminster Bourne and Highway #4 to facilitate the movement of agricultural equipment and the high volume of truck traffic from the City of Toronto's Landfill.

The Township will have another opportunity to comment in 2024 when the Transportation Environmental Study Report (TESR) is circulated for public comment.

**Strategic Plan Goals:**

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

- ☒ Managed Growth
- ☐ Welcoming and Supportive Neighbourhoods
- ☐ Economic Opportunity
- ☒ Fiscal Responsibility and Accountability

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

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

September 14, 2023

Stantec Consulting Ltd

Via email: [comments@highway3elgin.ca](mailto:comments@highway3elgin.ca)

Attention: Kevin Welker, P.Eng.  
Project Manager

### **Township of Southwold's Comments on the Highway 3 Expansion Project**

Dear Mr. Welker:

After reviewing the proposals for the Highway 3 Expansion Project, the Township has delegated the authority to provide comments.

For the Ron McNeil/Wonderland Road/Ford Road Interchange we submit the following comments:

1. Alternative 3 (Parclo A3) preferred.
2. Ford Road closure with cul-de-sac to prevent major arterial through traffic.
3. Direct connection to Wonderland Road.
4. Limited property acquisition.
5. Supports future servicing along Ford Road.

For the Wellington Road/Talbot Line Interchange we submit the following comments:

1. Alternative 2 (Parclo A4) preferred.
2. Alignment of Wellington Road shifted to the west to allow existing intersection to be maintained with minor detour during construction.
3. Interchange ramp alignment does not encourage use of Water Tower Line.
4. Design must accommodate anticipated traffic signals at Wellington Road and McBain Line.

We would also like to provide additional design comments on the proposals:

1. Highway 3 divided highway cross section to consider median protection for driver safety.
2. Noise barriers be installed where shown to be beneficial for adjacent



existing and future development.

3. Highway interchange illumination be incorporated.
4. All existing municipal infrastructure and services (i.e. watermain, drains) be replaced and to include casing sleeves to support future maintenance and upgrades.
5. Replacement of the Secondary Watermain across the proposed ROW.
6. Expanding traffic study area to include Clinton Line, Southminster Bourne and new Amazon property developments to accommodate anticipated peak demands.
7. MTO to provide clarification of any intentions that may exist to download existing portions of Provincial highways post project implementation.
8. MTO to provide clarity on any proposed uploads of existing County of Local Municipal Infrastructures
9. Design to consider paths of travel and use of agricultural equipment.
10. This work shall not preclude the addition of an intersection on to Wellington Road to accommodate a secondary access from McBain subdivision.
11. Did the MTO consider an alternate corridor for the twinning? i.e. Wonderland Road.

If you have any questions or require anything further, please do not hesitate to contact me.

Thank you.

Yours truly,

A handwritten signature in black ink, appearing to read 'A VanOorspronk', with a stylized, cursive script.

Aaron VanOorspronk  
Director of Infrastructure and Development Services

## Aaron VanOorspronk

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**From:** Hohner, Paula <Paula.Hohner@stantec.com>  
**Sent:** November 21, 2023 9:25 AM  
**To:** Aaron VanOorspronk  
**Cc:** comments@highway3elgin.ca; Pizycki, Deanna (MTO); Welker, Kevin; Barg, Adam; Lisa Higgs  
**Subject:** Highway 3 Twinning, Highway 4 Widening and Proposed Talbotville Bypass - response to comments  
**Attachments:** let\_1308\_Southwold\_20230914.pdf; eml\_1308\_Southwold\_20230914.pdf

Good morning Aaron,

Thank you for taking the time to provide comments on behalf of the Township of Southwold.

The Project Team has noted the Township's preferred intersection/interchange alternatives and associated comments, as well as your preference for the installation of a Highway 3 median barrier. The Preferred Alternative includes closing Ford Road at existing Highway 3 and this is supported by other area municipalities

Your preferences and comments will be taken into consideration during the evaluation of alternative design concepts.

The Township's recommendations for additional improvements in the Study Area have also been noted by the Project Team, including signalization of the Wellington Road and McBain Line intersection and replacement of municipal infrastructure. The Project Team will consider these recommendations as the study progresses; however, some of these improvements are beyond the scope of work for this study. We expect to have further discussion regarding the municipal-owned infrastructure as the project progresses.

In addition, the Township's recommendations to consider widening Wonderland Road, consider the movement of agricultural equipment, include interchange illumination, install noise barriers, and expand the traffic study area have been noted by the Project Team. Please note that the widening of Wonderland Road northward to Highway 401 is beyond the scope of this assignment. As part of this study, noise and traffic assessments are being undertaken, and mitigation measures will be implemented where they are found to be necessary. Interchange illumination requirements will be assessed and included by the project team as the study progresses. The Project Team is taking the movement of agricultural equipment into consideration while designing the improvements; however, agricultural equipment will be prohibited from accessing both Highway 3 and the proposed Talbotville Bypass for safety purposes. The traffic study considered development in the area as a contributing factor for the volumes within the current study area, however, Highway 4 north of Clinton Line is not within the scope of this project.

Lastly, it is anticipated that the existing transportation network within the Study Area, including roads, highways, bridges, and associated infrastructure, will remain under the jurisdiction of the parties that currently own and maintain them. Should this change, members from the Project Team and/or MTO staff will be in contact with the affected municipalities.

We appreciate you taking the time to provide your comments and anticipate further dialogue with the Township of Southwold throughout the course of this project.

Regards,  
Paula

**Paula Hohner** MScPI, RPP, MCIP  
Senior Environmental Planner

Direct: 519 675-6666  
Mobile: 226 926-6682  
Paula.Hohner@stantec.com

Stantec  
400 – 1305 Riverbend Road  
London, ON N6K 0J5



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## **TOWNSHIP OF SOUTHWOLD**

### Report to Council

**MEETING DATE:** December 11, 2023

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

**REPORT NO:** FIN 2023-22

**SUBJECT MATTER: Water and Sanitary Budget By-Laws**

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#### **Recommendations:**

1. That Council pass the following By-laws:
  - a. By-law No. 2023-64 2024 Water Rates
  - b. By-law No. 2023-65 2024 Water Budget
  - c. By-law No. 2023-66 2024 Sanitary Sewer Rates
  - d. By-law No. 2023-67 2024 Sanitary Sewer Budget

#### **Purpose:**

To review the proposed Water and Sanitary Budgets.

#### **Background:**

At the November 27, 2023 meeting, Council adopted the recommendations in Report FIN 2023-20 to establish direction for the preparation of 2024 budgets. The Water and Sanitary System budgets have been prepared based on direction from Council. The following by-laws are listed under by-laws in the agenda.

#### **Comments/Analysis:**

##### **By-law No. 2023-64 2024 Water Rates**

This by-law adopts the 2024 Water Rates approved by Council. The rates are as presented at the December 11, 2023 meeting and are consistent with the Rate Study completed in 2020. These rates were used to develop the 2024 Water Budget.

##### **By-law No. 2023-65 2024 Water Budget**

This by-law adopts the 2024 Water System Operating and Capital Budgets. Several highlights from this budget include:



- Water revenue estimates are based on user rates, connection number (existing and new) and estimated water usage
- Growth estimates have been decreased from 2023 to reflect recent activity and anticipated slowing of development over 2023+
- Wages and overhead have been increased to reflect staffing changes and an updated estimate of employee allocation to water operations which includes a water study
- Additional breakdown for OCWA Contract to separate Contract and Additional work
- Anticipating a surplus of approximately \$156,000 over and above the capital contribution from connection fees
- Capital Forecast includes:
  - Rate Study – the current rate study needs to be updated by 2025
  - Shedden Rechlorination Station bulk water retrofit – installing modern payment system to allow users to pay for each use rather than having to set up an account, and then track water usage for each account (carry forward from 2023)
  - Water portion of new PW building – approximately 12.3% of building will be for water usage for storage space and office space. If PW building is approved, the Township will work to advance a plan for the future of the existing water building which may include disposition and sale
  - Various recommendations from OCWA – detailed list attached

**By-law No. 2023-66 2024 Sanitary Sewer Rates**

- This by-law adopts the 2024 Sanitary Sewer Rates approved by Council. The rates are as presented at the December 11, 2023 meeting and are consistent with the Rate Study completed in 2020 with the exception of the Sanitary Base Charge. When the Rate Study was completed in 2020, there was minimal data available for future costs. The rate included in the 2024 budget is a 12.92% increase over the 2023 rate. These rates were used to develop the 2024 Sanitary Sewer Budget.
- Staff believe it prudent to draw Council's attention to the disparity between actual revenues and operating costs for the Talbotville Wastewater Treatment Plant. The plant currently operates with a significant funding shortfall, contradicting the intended nature of a revenue-neutral user fee system. This shortfall is currently compensated for by alternative funding sources, ultimately resulting in a subsidized service. The following provides an overview of the current rates, shortfall, and the estimated rates required for a break-even system.

Scenario	2024 Users City of St Thomas Rate	2024 Current Users Breakeven Rate	Full Build Out Breakeven
# of Connections	232	232	500
Avg. Annual Usage per Connection (cubic metres)	168	168	168
Total Volume Treated (cubic metres)	38976	38976	84000
Est Cost to Operate WWTP	\$ 425,543	\$ 425,543	\$ 460,000
Cost Per Cubic Meter	\$ 2.71	\$ 10.92	\$ 5.48
Shortfall/Surplus	\$ 319,918.04	\$ 0	\$ 0

- To prevent adverse impacts on users' finances, the staff does not recommend an immediate shift to a revenue-neutral rate. Instead, they propose a gradual adjustment to a more realistic rate, taking into consideration a full build-out scenario.
- This straightforward financial exercise underscores the importance of the proposed rate studies. These studies are critical to ensuring that rates are appropriate, and that the system is funded appropriately. Staff anticipates that the proposed studies will generally confirm the findings of this report, albeit under a detailed lens.
- Staff would like to highlight potential cost savings in the future, such as bulk delivery of chemicals. With the new storage, operators should be able to order bulk shipments of consumables, providing significant cost savings. Additionally, Staff observed that the budget allocates more in-house time to the plant than is spent. Staff allocations will be reviewed in 2024 and adjusted to be appropriate.
- Staff reviewed the need for an Infiltration Study and determined it is not recommended, as the calculated infiltration based on flow data is 0.23 litres per second. Allowable infiltration, as per the Design Guidelines is 0.1 litres per second per hectare, when applied to the tributary area of approximately 64 hectares would allow for 6.4 litres per second. This would indicate that Townships system has negligible amounts of infiltration.

### By-law No. 2023-67 2024 Sanitary Sewer Budget

This by-law adopts the 2024 Sanitary Sewer System Operating and Capital Budgets. Several highlights from this budget include:

- Sanitary Sewer revenue estimates are based on user rates, connection number (existing and new) and estimated water usage
- Growth estimates have been decreased from 2023 to reflect recent activity and anticipated slowing of development over 2023+
- Wages and overhead - staff noted that the budget allocates more in house time to the plant than is spent. Staff allocations will be reviewed in 2024 and adjusted to be appropriate
- Additional breakdown for OCWA Contract to separate Contract and Additional work
- Some items identified by OCWA in the Capital Forecast are ongoing annual items and are listed under operating
- Overall operating and maintenance costs tend to be relatively high and until recently, connections were slow.
- The Sanitary Sewer system continues to operate at a loss and is anticipated to do so until 2029-2031. At that time, operating should generate a surplus and it will take until about 2032 until the accumulated operating deficit is paid off and user fee revenues will fund operating costs and contribute to the capital replacement reserve. While this is many years away, the system is relatively new and major repairs and upgrades should also be many years away, allowing time for the reserve to build.
- The current projections for operating deficits and capital costs can be accommodated within the Township's overall budget and cash flow projections
- Capital Forecast includes:
  - Rate Study – the current rate study needs to be updated by 2025
  - Various recommendations from OCWA – detailed list attached
  - Various carry-forward items from previous year budgets to be completed
  - Forcemain to future development lands – exact timing is unknown, but will be required for future servicing and bringing more users onto the system
  - WWTP/Pump Station/Forecmain Design shown in 2025, but exact timing will be contingent on flows

\* Wage and overhead costs are calculated for all positions and allocated to the various budgets and departments based on historical and anticipated activity for the upcoming budget year. Reducing wages and overhead in one budget or department will need to be added to another budget or department. It cannot be removed unless there is a reduction in the workforce. Reducing the allocation from a User Pay budget (Water, Sanitary, Building) will shift the cost to the tax funded budget. The Water/Wastewater & Compliance Superintendent position has been incorporated into these budgets.

**Financial Implications:**

Approving the budget by-laws will establish the necessary plans and fees to deliver water and sanitary sewer services in an efficient and effective manner.

**Strategic Plan Goals:**

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

- ☒ Managed Growth
- ☐ Welcoming and Supportive Neighbourhoods
- ☐ Economic Development
- ☒ Fiscal Responsibility and Accountability

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

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





## **TOWNSHIP OF SOUTHWOLD**

### Report to Council

**MEETING DATE:** December 11, 2023

**PREPARED BY:** Lisa Higgs, CAO/Clerk

**REPORT NO:** CAO 2023-66

**SUBJECT MATTER: Activity Report for CAO/Clerk November 2023**

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

None – For Council Information.

#### **Purpose:**

To update Council on the CAO/Clerk Activities for November 2023.

#### **Background:**

##### **Meetings/Events:**

- Economic Development Committee – November 9<sup>th</sup>, and Tour of Commercial Plaza with EDC on November 30<sup>th</sup>
- Staff Meetings – November 15 & 28
- Management Meetings – November 14
- Elgin Administrators Meeting – November 24
- Interviews for GIS/Asset Management Coordinator – November 6 & 7
- Winterfest Committee Meeting – November 22
- MTO Public Information Centre Highway #3 – November 22
- Meeting with County CAO & Sr. Directors at County – Assessment Investment Usages – November 22
- Southwold Emergency Management Program Committee – November 2
- Central Community Health Centre Board meeting – November 22
- Talbotville Schedule C Environmental Assessment Kick-Off – November 1
- Meeting with Community Member for Grant Funding Opportunity – November 6
- Market Check data review with Consultant – November 6
- Visit to St.Thomas Industrial Site – November 6
- Opportunities Meeting with St.Thomas City Manager – November 14
- Central Elgin Sanitary Services Negotiating Committee – November 16
- Volunteer Appreciation Meeting – November 16

- Warden's Banquet – November 17
- EPCOR Meeting – November 23
- Hydro One Industrial Capacity Meeting – November 24
- CEPG Grant Strategy Meeting – November 28<sup>th</sup>
- Attendance at County Council Meeting – November 28<sup>th</sup>

### **Strategic Planning Exercise**

The Plan has been adopted and endorsed. A presentation to administrative staff was completed on November 28<sup>th</sup> as well as a roll out of the implementation plan. Staff are still working on a communications strategy.

### **Recruitment/Staffing**

All staff positions are currently filled. GIS/Asset Management Position filled in November; incumbent to start on December 18, 2023. Seasonal roads operators and a seasonal patroller started in November. Staff will be looking to recruit students shortly for summer.

### **Office Renovation**

The office renovation started on August 21, 2023 and is complete, with the exception of Council audio/visual equipment, which is being installed.

### **Shared Services**

Shared services with Dutton Dunwich and West Elgin continue to be productive. The agreement for shared GIS/Asset Management Specialist is included on the December 11<sup>th</sup> agenda and opportunities for more infrastructure services and emergency management have been provided in Closed Session.

### **Policy Development**

The Special Projects Manager has made significant progress developing various policies, forms, and data base to manage the Health & Safety Program.

### **Staff Compensation Market Check**

Work on the market check for municipal employee compensation is complete and was presented in Closed Session on November 27<sup>th</sup> and an update is included on the December 11<sup>th</sup> agenda.

### **2023 Budget and Projects:**

Staff are continuing to plan out and implement the various projects and programs approved in the 2023 budget. Presentations for the 2024 Budget are underway and staff plans on providing binders to Council before the Christmas holiday.

*Capital Project Progress:*

<b>Project</b>	<b>Budget</b>	<b>Status/Comments</b>
Strategic Plan	\$15,000	Strategic Plan completed. Communications and Implementation being developed now.
Online Meeting Equipment	\$15,000	Installation underway.
Phone System Upgrade/Replacement VOIP	\$15,000	Quotes and options have been obtained – reviewing with IT Support, planning for a February/March implementation  Ordered – in progress with IT Contractor  Final configuration and programming in progress- Experiencing delays from Bell with porting the phone numbers  Substantially completed, new system is in place and operational. Waiting on IT to finalize some elements.
Server Replacement	\$15,000	Ordered, Delivered, installed – IT Contractor finalizing configuration and implementation
Branding and Marketing	\$15,000	Full brand roll-out continues, some community signs are being replaced with the new branding.  Signs have arrived for the community villages and select parks and are being installed now.
IT Penetration/Security Testing	\$10,000	Ongoing – IT contractor Microsoft 2 Factor Authentication enabled – minimal issues to date
Additional Office Space	\$80,000	Construction complete. Staff in new offices.
Office Security Updates – Locks/FOB	\$10,000	Being investigated

<b>Project</b>	<b>Budget</b>	<b>Status/Comments</b>
Pay Equity Study/Market Check	\$15,000	Market Check assessment complete. Presented to Council on November 27 and December 11.
Laserfiche AP Workflow	\$10,000	Initial quotes were higher than expected, reviewing project scope and internal options. An internal staff working group has been developed with a goal of implementation for beginning of 2024.
HR / H&S Policy and Program Updates/Improvements	\$5,000	In progress with internal resources only so far

**Strategic Plan Goals:**

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

- ☐ Managed Growth
- ☐ Welcoming and Supportive Neighbourhoods
- ☐ Economic Opportunity
- ☒ Fiscal Responsibility and Accountability

**Respectfully Submitted by:**  
**Lisa Higgs, CAO/Clerk**  
**"Submitted electronically"**





## TOWNSHIP OF SOUTHWOLD

### Report to Council

**MEETING DATE:** December 11, 2023

**PREPARED BY:** Lisa Higgs, CAO/Clerk

**REPORT NO:** CAO 2023-67

**SUBJECT MATTER:** Adoption of Diversity, Equity, and Inclusion Plan

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#### **Recommendation:**

THAT the Elgin County and LMPs Joint Diversity, Equity, and Inclusion Plan 2024-2026 drafted by Elgin County Accessibility Coordinator Sarah Savoie, be received, filed and approved.

#### **Purpose:**

The purpose of this report is to provide Council with an opportunity to review, provide input on, and approve the Joint Diversity, Equity and Inclusion (DEI) Plan. The Joint DEI Plan is a collaborative effort between the County of Elgin and its Local Municipal Partners. The Joint DEI Plan outlines the DEI progress made and the DEI goals that will be implemented from 2024-2026, across Elgin County.

The Joint DEI Plan was created to reflect best practices and is comparable to work that has been/is being completed by other Municipalities in Ontario. Note: there is no specific legislation that requires Municipalities to have a DEI Plan, however, the Joint DEI Plan does consider, and account for, legislative requirements under the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11 (AODA) and the Ontario Human Rights Code, R.S.O. 1990, c. H. 19 (the Code).

The plan is attached to this report as Schedule 'A'.

#### **Background:**

At the regular council meeting of September 11, 2023, Council directed staff to coordinate with Elgin County to develop a Diversity, Equity, and Inclusion plan and to bring back a finalized plan once the joint DEI plan at Elgin County was completed.

#### **Comments/Analysis:**

Local Municipal Partners were responsible for providing a list of progress and goals to Elgin County to incorporate in the Joint DEI Plan. Local Municipal Partners will oversee the implementation of the goals set in the Joint DEI Plan between 2024-2026.

Collaboration between the County of Elgin and its Local Municipal Partners may take place regarding specific DEI and accessibility related goals (where applicable).

The Joint DEI Plan includes the following sections:

- Decolonization and Reconciliation
  - Provides information stating the County and its LMPs will continue to collaborate with Indigenous communities and partners to advance mutual DEI goals
  - States the County's commitment to supporting the Calls to Action
  - Notes the County has implemented a Land Acknowledgement Statement
- Purpose
  - Outlines the reason for creating a Joint DEI Plan, and how the County and its LMPs are dedicated to responding to and eliminating patterns of systemic discrimination and to ensure the needs of all residents are met
  - Provides 5 overarching objectives the Joint DEI Plan strives to achieve
- Statement of Commitment
  - Demonstrates the County and its LMPs commitment to creating a workplace environment and community that is diverse, equitable and inclusive for all
  - Includes the main aims the Joint DEI Plan will achieve and how the plan acts as a framework for ensuring policies, practices and procedures are non-discriminatory, fair, and just
- Scope
  - Includes the way the plan is applied and who it is applied to
- Legislative Authority
  - Includes all legislation (with links) that may have requirements that can impact the Joint DEI Plan
  - Acknowledges the Joint DEI Plan will adhere to all relevant legislation as well as international and Indigenous related guidelines/treaties/acts
- Plan Coordination
  - Provide information on how the plan was created, who was involved, and the approval process
  - Includes participating municipalities information
- Implementation
  - Outlines the way the County and its LMPs will implement the plan
- Evaluation, Reporting and Outcomes

- Describes how the Joint DEI Plan will be communicated, the right to freedom from discrimination, the protected grounds, DEI progress reports, and DEI topics
  - Includes information on the outcomes and how it will be measured
- Overview of Diversity, Equity and Inclusion
  - Why DEI Matters -explains the current climate for municipalities, ongoing challenges, and why it is important to address DEI
  - DEI Statistics in Canada
  - DEI Statistics in Ontario
  - Demographic Profile of Elgin County
  - Applying DEI at Work -what areas of the workplace it can be applied to
  - Benefits of DEI in the Workplace
  - CSA Psychological Health and Safety Standard Commitment
- Challenges and Directives
  - Discussed potential challenges that may impact the implementation of the Joint DEI Plan
  - How challenges can be addressed
- DEI Training
  - How and when training will be provided and who must take the training
- Sections on the Progress and Goals for 2024-2026, for all of the following:
  - Elgin County (general) Progress
  - EC HR Goals
  - EC Legislative Services Goals
  - EC Community & Cultural Services Goals
  - EC Engineering / Facilities / Planning Goals
  - EC Economic Development / Tourism Goals
  - EC Finance / Purchasing
  - EC Homes & Seniors Services
  - EC POA / Legal
  - Municipality of Bayham
  - Municipality of Central Elgin
  - Municipality of Dutton Dunwich
  - Municipality of West Elgin
  - Town of Aylmer
  - Township of Malahide
  - Township of Southwold
- Communication and Contact Information
  - Information provided on feedback process, compliance, LMP websites, and contact information

- Includes statement that "this document is available in accessible format and/or with communication supports, upon request"

**Financial Implications:**

Staff time allocated to the creation and implementation of the Joint DEI Plan goals.

**Strategic Plan Goals:**

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

- ☐ Managed Growth.
- ☒ Welcoming and Supportive Neighbourhoods
- ☐ Economic Development
- ☒ Fiscal Responsibility and Accountability.

**Respectfully Submitted by:**  
**Lisa Higgs CAO/Clerk**  
**"Submitted electronically"**





# **Elgin County and Local Municipal Partners Joint Diversity, Equity and Inclusion Plan 2024-2026**



## Table of Contents

Decolonization and Reconciliation .....	3
Purpose.....	3
Plan Coordination.....	5
Evaluation, Reporting, and Outcomes.....	6
Overview of Diversity Equity and Inclusion.....	8
Why DEI Matters.....	8
Benefits of DEI in the Workplace .....	10
CSA Psychological Health and Safety Standard Commitment .....	11
Challenges and Directives.....	11
DEI Training .....	12
County of Elgin (EC).....	13
Elgin County DEI Progress (General).....	13
EC Human Resources DEI Goals.....	16
EC Legislative Services (Admin) Goals .....	17
EC Community and Cultural Services (Libraries / Archives / Museum) Goals.....	18
EC Engineering / Facilities / Planning Goals .....	19
EC Economic Development / Tourism Goals.....	19
EC Finance / Purchasing .....	20
EC Homes & Seniors Services .....	21
EC POA / Legal .....	22
Municipality of Bayham .....	22
Municipality of Central Elgin .....	23
Municipality of Dutton Dunwich .....	24
Municipality of West Elgin .....	26
Town of Aylmer .....	27
Township of Malahide .....	28
Township of Southwold .....	29
Communication and Contact Information .....	30
Feedback.....	30
Compliance.....	30
Local Municipal Partner Websites.....	30
Contact Information .....	30

## **Decolonization and Reconciliation**

The County of Elgin and its Local Municipal Partners are supportive of all communities and will continue to foster meaningful relationships and collaborate with Indigenous communities and partners to advance mutual diversity, equity and inclusion goals.

The County of Elgin supports the Truth and Reconciliation Commission of Canada's work to implement the 94 [Calls to Action](#). The County further supports and encourages its employees to participate in activities and wear orange shirts to honour the National Day for Truth and Reconciliation, which takes place annually on September 30. The County recognizes that decolonization and reconciliation go beyond the scope of the Commission's recommendations, and the County has and continues to work with Indigenous leaders to support the recommendations and other relevant initiatives.

The County of Elgin has implemented a Land Acknowledgement Statement. The full report on the development of a Rural Indigenous Strategy can be viewed in the [County Council Agenda Package August 10, 2021](#), on page 319.

### **Purpose**

The County of Elgin and its Local Municipal Partners are regulated by the *Ontario Human Rights Code*, the *Accessibility for Ontarians with Disabilities Act, 2005*, *Employment Equity Act*, *Ontario's Anti-Racism Strategic Plan* and so forth, and are dedicated to responding to and eliminating patterns of unfair treatment and forms of systemic discrimination that still take place, often resulting from bias, stereotypes, and prejudice. The County and its LMPs recognize that creating a community that celebrates diversity and inclusion ensures that goods, services, and facilities provided meet the needs and ambitions of the entire population.

One of the main objectives of the DEI Plan is to enhance staff awareness and knowledge of diversity, equity, and inclusion, and how it impacts the workforce. Staff will be provided with training, tools and resources that help increase DEI across the County and Local Municipalities.

This Plan strives to:

1. Increase the County and LMPs understanding and deepen the commitment to DEI.
2. Strengthen DEI within the organizational culture and workplace morale.
3. Engage staff in DEI efforts, and foster opportunities for leadership, advancement and development.
4. Identify, remove and prevent barriers to DEI across the County.
5. Determine and implement industry best practices regarding DEI initiatives.

### **Statement of Commitment**

The County of Elgin and its LMPs are committed to creating a workplace environment and community that is diverse, equitable and inclusive for all.

The Diversity, Equity and Inclusion (DEI) Plan aims to:

- Identify and address any forms of discrimination that create barriers to services, community engagement, inhibit flexibility, participation and equity in the workplace.
- Work with marginalized groups to counter historical, attitudinal, structural, systemic, and institutional practices that hinder inclusivity.
- Implement training, programs, and initiatives that recognizes the full range of human differences and ensures fairness and justice.
- Embrace differences amongst employees and residents with empathy and curiosity.
- Create a workplace culture/environment that is safe, open, and inclusive for everyone.
- Increase awareness of the different barriers that prevent DEI in the workforce.

The plan seeks to make employees and residents feel valued and accepted. Further, it strives to remove barriers so that all community members can participate in an equitable environment. The plan emphasizes the importance of recognizing the systematic, structural, unified and intersectional aspects of discrimination, and the benefits of undertaking inclusive action. The plan acts as a framework for embracing diversity in the workplace, and seeks to create policies, procedures and practices that are fair, just, and non-discriminatory.

### **Scope**

This plan applies to all persons who deal with members of the public or other third parties on behalf of the County and its LMPs, whether the person does so as an employee, member of Council, agent, volunteer, student placement, Committee member, or otherwise and all persons who participate in developing the County's policies and procedures governing the provision of goods, services or facilities to members of the public or other third parties.

### **Legislative Authority**

The plan adheres to the legislative requirements set out in the following:

- Accessibility for Ontarians with Disabilities Act (AODA)
- Integrated Accessibility Standards Regulation (ISAR)
- Accessible Canada Act
- Ontario Human Rights Code (OHRC)
- Employment Standards Act (ESA)
- Occupational Health and Safety Act
- Canadian Charter of Rights and Freedoms
- Universal Declaration of Human Rights
- International Convention on the Elimination of All Forms of Racial Discrimination
- The Citizenship Act
- Canadian Multiculturalism Act
- Employment Equity Act
- Ontario's Anti-Racism Strategic Plan



In addition to the above legislation, several policies and agreements set out requirements, recommendations and frameworks relating to Indigenous-Municipal governance:

- Treaties
- United Nations Declaration on the Rights of Indigenous Peoples
- Report of the Royal Commission on Aboriginal Peoples
- Truth & Reconciliation Calls to Action
- National Inquiry into Missing and Murdered Indigenous Women and Girls Calls for Justice

### **Plan Coordination**

This plan was created through a collaborative effort between the County Accessibility Coordinator, Human Resources Department, and Local Municipal Partners. All staff are responsible for identifying, removing and preventing discrimination across the County.

The plan went through several phases of revision, and was taken to the Joint Accessibility Advisory Committee for feedback and input. A DEI Survey was circulated amongst staff at the County to identify areas needing improvement and to provide input. Input from the survey was incorporated into the goals section of the DEI Plan.

The final DEI Plan was received and approved by County Council. After County Council approved the plan, it was sent to all LMPs to take to their respective Councils to be received and adopted.

The plan is available on the County and LMPs websites in accessible format.

### **Participating Municipalities**

The Municipality of Bayham	56169 Heritage Line, PO Box 160 Straffordville, ON N0J 1Y0
The Municipality of Central Elgin	450 Sunset Drive, St. Thomas, ON N5R 5V1
The Municipality of Dutton Dunwich	199 Currie Road, Dutton, ON N0L 1J0
The Municipality of West Elgin	22413 Hoskins Line Rodney, ON N0L 2C0
The Town of Aylmer	46 Talbot Street West, Aylmer, ON N5H 1J7
The Township of Malahide	87 John Street South, Aylmer, ON N5H 2C3
The Township of Southwold	35663 Fingal Line, Fingal, ON N0L 1K0

### **Implementation**

In order to implement the DEI Plan, the County and its LMPs will undertake the following actions:

- Review County and LMP documents to ensure the use and incorporation of inclusive and gender-neutral language.

- Collect, analyze, and interpret data and feedback to assist with identifying ways to enhance DEI within the organization, as well as opportunities for engagement with the community.
- Review policies and practices to ensure it aligns with goals outlined in the DEI Plan.
- Increase workplace DEI activities and events to increase engagement and awareness.
- Engage with local businesses and communities to provide recognition of diversity, equity and inclusion initiatives that have a positive impact across the County.
- Create an Intranet and web page for DEI that includes resources and important DEI dates that highlights and celebrates DEI.
- Promote staff awareness and participation in internal and external events for DEI (Black History Month, Women's History Month, Pride Parade, Orange Shirt Day etc.).
- Ensure recruitment, selection and retention practices account are diverse, equitable and inclusive.
- Provide free training information through the DEI plan and offer training to staff on topics not covered through the free training.

### **Evaluation, Reporting and Outcomes**

The success of the DEI Plan requires that information and communication is transparent, and that the evaluation, reporting, and intended outcomes of the plan are clearly stated.

As laid out in the Ontario Human Rights Code, all employees have a right to Freedom from Discrimination with respect to five social areas and seventeen personal attributes.

The protected grounds for the five social areas include:

1. Employment
2. Housing
3. Services
4. Unions and Vocational Associations
5. Contracts

**The protected grounds for the seventeen personal attributes include:**

1. Citizenship
2. Race
3. Place of Origin
4. Ethnic Origin
5. Colour
6. Ancestry
7. Disability
8. Age
9. Creed
10. Sex/Pregnancy
11. Family Status

12. Marital Status
13. Sexual Orientation
14. Gender Identity
15. Gender Expression
16. Receipt of Public Assistance (housing)
17. Record of Offences (in employment)

The Plan will focus on addressing diversity, equity, and inclusion in the workplace and community, and combat any form of discrimination, direct or indirect. The plan will be updated on an annual basis, as necessary. The DEI Plan provides an overview of diversity, equity and inclusion, and the County and its LMPs goals regarding DEI spanning 2024-2026. The purpose is to provide a high-level overview of all DEI projects and initiatives, and the way that each municipality intends to approach different topics relating to DEI.

### **DEI Progress Reports**

The DEI Plan will be assessed and updated on an annual basis as needed. A DEI Progress Report will be completed annually to demonstrate commitment to implement the DEI Plan goals.

### **DEI Topics**

This list is not exhaustive, there are many other topics that connect to DEI.

- Anti-racism and anti-oppression
  - Indigenous awareness
  - Lasting impact of colonialism
  - Addressing unconscious and implicit biases
  - Black and racialized Canadians
  - Micro-aggressions
- LGBTQ2+
  - Gender identity
  - Sexual orientation
- Accessibility
  - Disability awareness
  - Barriers to accessibility
  - Accommodations in the workplace
- Women
  - Understanding feminism
  - Sexism in the workplace
- Immigrants and Refugees
  - Addressing myths about immigrants and refugees
  - Benefits of a multicultural and diverse workplaces
  - Cultural competence and diversity
- Mental Health
  - Mental health first aid
  - Combatting stigmas and bias towards mental illness and addiction
  - Homelessness

- Age
  - Generational diversity
  - Digital divide

**The outcomes of this plan will be measured using the following:**

- Use surveys to get feedback regarding DEI.
- Obtain statistics and demographic information as it relates to DEI.
- Review statistics/demographic info to identify areas for improvement regarding: recruitment, selection, retention, employee satisfaction, community outreach etc.
- Review HR policies and procedures to ensure industry best practices.
- Get feedback on questions related to diverse, inclusive, and equitable workplaces from exit interviews, stay interviews, and employee engagement questionnaires.
- Examine workplace accommodations to ensure accessibility and inclusivity, consider a Universal Design approach.
- Partner with Council to join the following:
  - Canadian Coalition of Municipalities Against Racism and Discrimination (CCMARD -United Nations).
  - Canadian Coalition of Inclusive Municipalities (UNESCO -United Nations)
  - City for All Women Initiative (CAWI).
- Create an annual report to demonstrate progress towards DEI goals laid out in the plan.
- Form DEI related committees at the County level and encourage LMP participation.

## **Overview of Diversity, Equity and Inclusion**

### **Why DEI Matters**

Diversity, equity and inclusion in municipalities is imperative. Systemic discrimination remains an ongoing challenge, and when left unaddressed, these issues can grow and become difficult to mitigate. The community is growing, which can lead to an increase in inequities regarding resources, access and power. These barriers impact marginalized communities' access to healthcare, employment, housing, and County goods, services, and facilities. These inequities negatively impact both the community and the workplace.

Elgin County and its Local Municipal Partners are responsible for the wellbeing and quality of life of its residents. Addressing these inequities can help ensure the inclusion of all residents. DEI creates a more sustainable community where people from all walks of life have the right to, and can participate fully in social, economic, political, and cultural life.

The demographic and economic changes require focused efforts to advance DEI practices and policies to address unfair treatment and forms of systemic discrimination that still take place. This Plan is a systemic response to these imbalances in accessibility, economic status, religious beliefs, ability, gender and gender identity,

geographic location, sexual orientation, race, Indigenous ancestry, age and other similar markers of identity.

The Plan aims to incorporate best practices recognized and identified in various Municipalities plans, practices, charters and reports on DEI, and unite the different initiatives the County is currently undertaking to affirm and advance its commitment and focus on DEI.

### **DEI Statistics in Canada**

In accordance with the Diversity for Social Impact:

- In 2018, 23.6% of the population are foreign-born.
- A majority of immigrants are from Asia.
- Over 6 million people identify as a member of a visible minority group.
- 61.4% of women and 70.1% of men participated in the labour force in 2019.
- In 2016, less than 1/5 of all leadership roles were held by women.
- In 2017, it was reported that 11% of women and 5% of men have a mental health related disability.
- In 2017, for First Nations people living off reserves 51% of women and 40% of men reported unemployment due to not having enough education.

### **DEI Statistics in Ontario**

According to Ontario Public Service Inclusion & Diversity Blueprint:

- Ontario is home to the largest population of Indigenous people in the country.
- 48% of Ontario's population will be racialized by 2036.
- 1 in 7 Ontarians has a disability.
- By 2020, Millennials will make up half of the global workforce.
- The majority of visible minority members live in Toronto, Montreal and Vancouver
- N 2017, 40% of racialized people in Ontario reported experiencing discrimination due to race in the last 5 years.

### **Demographic Profile of Elgin County**

According to the Census Profile 2021 for Elgin County:

- 20% of the population is age 65 and over.
- 9.6% of residents live in low-income status.
- Over 2000 residents identify as Indigenous.
- Over 4200 residents are visibly minorities including South Asian, Chinese, Black, Filipino, Arab, Latin American, Southeast Asian, West Asian, Korean, Japanese, and multiple.
- Over half the population is religious.

The County is a growing and changing community. The population of the surrounding local Municipalities is increasing and becoming more diverse due to everchanging immigration, migration, urbanization, and aging society. For further information on the demographic profile of the County, visit Census Profile 2021 –Elgin County. Due to the



changing demographics, the County is dedicated to focusing its efforts towards advancing inclusive practices and policies.

### **Applying DEI at Work**

DEI can be applied to various areas of the workplace, and can enhance existing practices related to, but not limited to, the following:

- Communications
- Engaging Community
- Gathering Information/Research
- Leading and Supervising
- Monitoring and Evaluation
- Planning: Services, Programs, Events
- Policy and Procedure Development
- Recruitment, Hiring, Selection and Retention
- Strategic Planning
- Training
- Customer Service

### **Benefits of DEI in the Workplace**

According to the OSP Inclusion & Diversity Blueprint, DEI can lead to:

1. **Diverse Talent:** ensuring that the workplace is reflective of the population and better represents the public we serve.
2. **Inclusive Leaders:** allows for better collaboration between the County, its LMPs, internal and external stakeholders and the community.
3. **Diversity of Thought & Experience:** ensures workplace embraces DEI perspectives.
4. **Greater Collaboration:** allows for better creativity and innovation in the organization.
5. **Responsive Public Service:** ensures policies, programs and services are equitable and inclusive.
6. **Increased Innovation:** improves the creativity and diverse thought and decision making.
7. **Better Employee Satisfaction:** ensures employees feel included and are represented throughout the organization.
8. **Team Performance:** enhances team engagement and collaboration
9. **Reduces Bias:** ensures that all employees are treated with respects, and are free from discrimination.

DEI Plans and policies are proven to increase efficiency in customer satisfaction, and contribute to the following improvements for Municipalities:

- Increases social capital, engagement, collaboration, and feeling of belonging.
- Better physical, psychological and social health and safety.
- Decreases healthcare and social services costs.

- Increases economic prosperity and productivity.
- Increases growth and tax revenue.
- Creates a better understanding and empathy for decisions made by the Municipality.

### **CSA Psychological Health and Safety Standard Commitment**

The County of Elgin and its Local Municipal Partners are committed to ensuring a psychologically healthy and safe workplace. Under the CSA Psychological Health and Safety in the Workplace Standard, there is a section pertaining to diversity that indicates the connection between psychological health and safety and diversity in the workplace. It states the following:

#### **Section 4.3.6 Diversity**

Organizations comprise diverse populations and groups.

- The organization shall consider the unique needs of these diverse populations and solicit input when these needs are relevant to complying with the requirements of this Standard.
- The organization shall consider workplace factors that can impact the ability of these workers to stay at work or return to work.
- While psychological health and safety in the workplace is a shared responsibility among stakeholders, the organization should support individual workers to seek assistance internally or externally when needed.
- The organization shall take steps to link workers in need to internal resources and should also take steps to link workers to community or other resources.

### **Challenges and Directives**

While the County and its LMPs are committed to achieving greater diversity, equity and inclusion, it is important to recognize the challenges with its implementation:

- Financial and resource limitations.
- Competing priorities for staff.
- Uncertain about what best practices or approaches to apply.
- Disbelief inequities exist (ex: “there is no gender pay gap”).
- Limited political support.
- Lack of knowledge regarding the intersectional lens.
- Department DEI initiatives happening in isolation without corporate-wide framework.
- Need for greater demographic data or feedback on DEI.
- Absence of DEI related performance measures.
- Some DEI issues are not given as much attention as others.

#### **These challenges can be addressed by:**

- Realizing that DEI change is fluid, constant and there is no one size fits all approach.

- Change can be achieved through many avenues and is not limited.
- Tensions are not always negative, it is important to address implicit biases to improve awareness and understanding which can result in some discomfort.
- Asking questions is important to determine who is included, what causes exclusion, and how can the organization be more inclusive.
- Issues may be complex and should involve various stakeholders and the community.
- Engagement with community organizations is critical to advancing DEI goals.

The County encourages people to be allies and commit to using info learned to take a stand and advocate for all marginalized groups. Being an ally is not a one-time thing, it is a lifelong learning process of asking questions and turning insights into action.

### **DEI Training**

The County will provide training to:

- All people who are an employee of, or a volunteer with the organization;
- All people who participate in developing the organizations policies; and
- All other people who provide goods, services or facilities on behalf of the organization.

### **General DEI Training**

- An overview of the *Ontario Human Rights Code*
- An overview of the protected grounds in Canada
- Identify common barriers to DEI and how to mitigate them
- Discuss important definitions and their implications in the workplace
- Address intersectionality and privilege as it relates to the workforce
- Discuss the importance of DEI Fundamentals

The training will be appropriate to the duties of the employees, volunteers, Council members, and Committee members. It will be provided on an ongoing basis, and updated as needed. A list of free online training resources will be provided in a DEI Guide on various DEI related topics.

## **County of Elgin (EC)**

### **Elgin County DEI Progress (General)**

- Partners with Homewood Health which includes mental health and DEI related resources and supports.
- Participated in Orange Shirt Day to support reconciliation efforts and demonstrating support for Indigenous communities.
- Participated in Pink Shirt Day to support anti-bullying initiatives throughout Canada.
- Provides comprehensive benefit package to employees.
- Engages the Joint Accessibility Advisory Committee on many aspects of accessibility planning and consultation processes.
- Provided ongoing training on the AODA and Ontario Human Rights Code.
- Creation of the Multi-Year Accessibility Plan with LMPs spanning 2021-2026.
- Community and Cultural Services hosted facilities tour and collections review of museum and archives with Chippewas of the Thames First Nation and Oneida Nation of the Thames to review Indigenous collections and discussed ways to work more closely together on future cultural programming.
- Community and Cultural Services have actively been working with Oneida Language and Cultural Centre since 2019 on the following:
  - On-site curatorial support to better display their artifacts to the community.
  - Providing free collection management software to the Centre.
    - They now input their artifacts into the “Museums of Elgin County Database” which we host.
  - Installing (late fall 2023) a 16’ x 8’ mural on the exterior of the Heritage Centre depicting Oneida’s settlement story which went proceeded through Elgin County in 1840.
  - Library staff are working with Oneida’s educational resource centre to promote usage of our system by Oneida residents.
    - Rack cards were mailed to residents in 2022 promoting the Shedden branch.
    - The Digital Services Librarian visits Oneida bi-monthly to distribute cards and promote programs.
- Elgin County Library hosted 2 drag queen story times (Belmont 2019 and Dutton 2022) and work regularly with Rainbow Optimists Club on inclusionary programming.
- Elgin County Library completed the M.I. Understanding Project.
- Elgin County Library participates in the Indigenous Reads program annually.
- Elgin County Library has implemented Library policies that address DEI issues: Collection Development Policy (approved September 2022), Collection Acknowledgement Statement (June 2023, Membership & Circulation Policy, Program Policy (expected approval September 2023).
- Elgin County Library provides opportunities for cardholders to have their voices heard and participate in collection purchasing and that decision making as well

as offer objections to these decisions (e.g. Suggest to Purchase form, Request for Reconsideration form).

- Elgin County Library has amended an approach to holiday stickering of the Library collection through a DEI lens (Collection Development Team project).
- Elgin County Library has analyzed who our Library cardholders are, as well as County residents, and assessing the composition of our collections using a DEI lens and diversity audit for community fit.
- Elgin County Library has selected new purchases and discarding Library collections using DEI information and resources and the Collection Development Policy which includes a DEI lens.
- Community and Cultural Services provided training in 2023 on inclusive labelling and displays of library materials.
- Elgin County Homes & Senior Services have achieved the following progress:
  - Collection and utilization of resident demographic data to plan services and activities:
    - Faith and spiritual program need based on resident demographics
    - Language, culture and ancestral history.
    - Recognition of persons with disabilities and ensuring access to accessible programming.
    - Recreation program development, implementation and review are based on each and collective resident-assessed interests, abilities, past participation, cultural heritage and perceived or actual barriers to promoting inclusion and participation.
    - Information, programming and resources specific to low-German-speaking residents based on the area demographic and assessed need.
  - Elgin Homes Grant projects and projects gather demographic data based on participation and report to the Government of Canada, including mentoring others, age, gender identity, and project benefits and outcomes (2019 - 2022).
  - Leadership Team members actively promote equity, diversity and inclusion:
    - MPT (8 hours volunteer) and 4 Recreationists participated in the Taking it to the Streets Reimagining Dementia "A Creative Coalition for Justice" Art Show and Film Screening. These Hands Project was a featured Art Exhibit. The focus was to create a more just, caring and inclusive society for everyone impacted by dementia—consultation with the Homes Resident and Family Council and resident participants (September 2023).
    - Seniors in Sync Grant project, utilizing technology to recognize individuals' ancestral roots and celebrate diversity in Elgin County through recorded interviews and collaboration with the Elgin County Archives, volunteers and staff (2021).
    - Finding our Heartbeat Drumming Project, utilizing and consulting with Tribal Spirit Music Drums, Studio Arts Music School to create a



virtual drumming program for the residents. It was hands-on and celebrated the diversity and history of drums and their importance worldwide; the project continues in the Homes (2022 - 2023). Staff offered, and MPT and project lead participated in the Indigenous Canada Course provided by the University of Alberta.

- These Hands, a Published Book and Photographic Art Project, celebrates the accomplishments and lifelong contributions of seniors living in our communities. Fifty-seven residents and community members participated in creating the Book and Photographic Art.
- These Hands Art Show with Audio, Elgin-St. Thomas Public Art Gallery (April 2022).
- Recorded in an Audio format (2022) and is currently being created in an accessible e-book format (Cooperative Education Student 2023).
- MPT and Recreationist presented "These Hands" at the City of London Dearness Home to assist and promote similar projects in the long-term care sector.
- MPT and Recreationist attended and presented at the Therapeutic Recreation Ontario Conference (2023). Which provides education and guest speakers related to inclusion, diversity, and the role recreation professionals play in ensuring each individual can reach their highest potential.
- MPT attended and presented at the Recreation Professionals of Ontario Conference "Robotic Technology." Participated in the Inclusive Environments for LGBTQ2, provided by the Egale Human Rights Trust and the Indigenous Cultural Competency Training Cycle 1-4 (2019).
- MPT attended the Aging and Spirituality Conference 2021 (Virtual attendance).
- Terrace Lodge accommodated a Recreation staff with a physical disability utilizing a ride/walker to continue her role in the Home.
- Elgin Homes ensures inclusive volunteer services recruitment, onboarding, training and positions which support and recognize diversity.
- MPTs and Recreationists offer support to individuals with language, culture or persons with disabilities to ensure they have access to resources such as:
  - Local affiliated churches, spiritual resources, and organizations.
  - Adaptive resources and equipment to promote independence through leisure.
  - Access to or collaboration with local agencies that provide support, such as the CNIB, Alzheimer Society, Community Living, Canadian Multifaith Federation, Music Care

Conference, Room 220, and Mennonite Community Services.

- Recreation teams at Bobier Villa and Elgin Manor implemented a collaborative project with Dietary services called “Countries of Discovery”. For each month starting in April of 2023, each home had chosen a country to explore where related programs/activities and residents’ meal (lunch service) were focused during the month (i.e. April = Greece, May = Mexico, October = Germany, etc.) Input from residents, families and staff were strongly promoted to enhance cultural feedback, inclusion and participation. This project continues for the remainder of 2023 and is projected to continue in 2024.

### **EC Human Resources DEI Goals**

The work done to ensure diversity, equity and inclusion is addressed across the County includes, but is not limited to:

- Working with other County departments to support various organizations that emphasize DEI in their mission and values.
- Sign the declaration or join different groups focused on DEI (Canadian Coalition of Inclusive Municipalities, Canadian Coalition of Municipalities Against Racism and Discrimination, City for All Women Initiative etc.).
- Facilitate networking and collaboration with the community to learn from and share ideas and get input from experts on DEI, and uphold an environment where employees feel comfortable expressing their authentic selves at work.
- Establishing a DEI Plan and related procedures and guides.
- Creating a monthly DEI Calendar highlighting important dates (updated annually).
- Include DEI content on HR page on the Intranet (ongoing).
- Compose a list of funding available to Municipalities to support DEI projects (ongoing).
- Supporting projects and initiatives undertaken in the County and local Municipalities that focus on diversity, equity, inclusion, and accessibility.
- Conduct mandatory DEI training for all staff at the County and Council members.
- Encourage staff to take Indigenous Awareness training via the Four Seasons of Reconciliation Professional Development Course or Indigenous Awareness by MOOC.
- Develop anti-discrimination and diversity education campaigns that elevates the voices and perspectives of diverse groups and celebrates diversity (2SLGBTQI+, Racialized Canadians, Indigenous, persons with disabilities, women, etc.)
- Review the anti-harassment and discrimination policies on an ongoing basis, and ensure the process results in appropriate action being taken to address incidents.
- Ensure there is a clear confidential process for reporting harassment or discrimination in the workplace or in the policies, procedures, goods, services, and facilities.
- Review and implement inclusive practices in place to accommodate diverse needs (disability, religious observances, parental/caregiver obligations, and etc.)

- Implement the CSA Psychological Health and Safety Standard and implement initiatives focused on workplace wellness and mental health.
- Ensure people with disabilities continue to be consulted, including through the Joint Accessibility Advisory Committee, regarding decisions that can impact accessibility or create/eliminate barriers.
- Include diverse perspectives in decision making processes that impact the County, the organization, and community.
- Create a handbook (or guide) on DEI including definitions, FAQs, and tips.
- Include DEI components into the employee performance and evaluation process, and ensure that people of diverse backgrounds have equal opportunities for advancement/promotion across the organization.
- Develop a benchmark to measure progress and conduct regular staff DEI surveys.
- Work alongside the Union to identify gaps in DEI awareness and provide training.
- Review recruitment, selection and retention process to ensure best practices are used during the hiring process and consideration is given to DEI.
  - Create standardized job templates that are accessible.
  - Encourage applicants of all backgrounds to apply.
- Apply a DEI lens to all policies, processes, procedures, etc.
- Encourage open conversations around DEI and areas needing improvement.

### **EC Legislative Services (Admin) Goals**

- Provide opportunities for community members to be heard and participate in decision-making processes.
  - This will be accomplished by issuing public surveys (i.e. budget survey) when public input is required, and also by utilizing the Engage Elgin website that allows community members to provide feedback and get information about ongoing County projects.
- Celebration of holidays and important calendar dates for community organizations.
  - With Council's approval, Admin will continue to arrange and hold flag raisings in support of various community organizations (i.e. Elgin County Pride, Childhood Cancer Awareness, Elder Abuse, etc.).
  - Make every attempt to acknowledge significant holidays and cultural milestones through our weekly CAO updates, on the Intranet, and on our Facebook page.
- Representative marketing on municipal platforms.
  - Continue to and make a more conscious effort to include representation of ethnicities, LGBTQ2+ communities in our social media advertising i.e. job postings showing equal representation of men and women and diverse ethnic backgrounds for all county positions.
- Gathering demographic information of surveys of staff and the public.
  - Include questions at the beginning of our surveys asking for information on an individual's background, if they choose to indicate it.

## **EC Community & Cultural Services (Libraries / Archives / Museum) Goals**

- Elgin County Library
  - Continue to recognize and embrace the principles of Truth and Reconciliation with Ontario's diverse Indigenous population.
  - Continue to engage in meaningful dialogue with Indigenous people and First Nation bands and is committed to drawing on resource and strategies developed by the Canadian and International library community.
  - Continue to commit to policies and actions that addresses the value of Indigenous collection materials and enables Indigenous authors and content creators to be included and highlighted.
  - Elgin County Library will continue to offer commit to the provisions of library services for Indigenous people and include plans or policies to partner with Indigenous people and their communities.
  - Accessing and using other DEI toolkits created by community partners for our own programming and outreach work (e.g. STELIP's Planning Events That Are Culturally Inclusive Guidebook).
  - Provide free or low-cost programs for County residents.
  - Continue to provide inclusive programs that meet the needs of everyone, e.g. First Nations Communities Read, Drag Queen Storytime, M.I. Understanding.
  - Ensure program accommodation for sensory or other needs.
  - Ensure the Library has diverse partners and is at community tables to support diverse groups, e.g. Oneida Friendship Resource Centre partnership.
  - Continue to support National Day for Truth and Reconciliation with programs.
  - Continue to review and eliminate outdated subject terms in cataloguing of Library materials through a DEI lens.
  - Continue to evaluate how customers access our systems (and Library services).
  - Provide DEI support to existing Library teams and Committees (Collection Development Team, Collection Reference and Processing Team, Supervisors' Meetings, eResources Team).
  - Provide ongoing regular training and resources for all Library staff with regards to DEI at annual staff development day.
- Elgin County Museum and Elgin County Archives
  - Continue to be committed to the implementation of the Truth and Reconciliation of Canada: Calls to Action as it pertains to museums and archives.
  - Continue to commit to policies and actions that addresses the value of Indigenous collections and the importance of historical research for purposes that may include Truth and Reconciliation, healing, self-awareness, land acknowledgement and treaty rights.
  - Continue to make existing Indigenous and non-Indigenous collections fully available for research and understanding with appropriate descriptive

language that considers Indigenous traditions and methods of communication.

- Continue to commit to repatriating existing Indigenous collections wherever feasible.
- Continue to commit to the provision of museum and archives services for Indigenous people that include plans or policies to partner with Indigenous people and their communities.

### **EC Engineering / Facilities / Planning Goals**

- Ensuring spaces with County owned facilities are sensory-friendly.
- Involve DEI representatives in project planning.
- Continue to design public spaces in accordance with the Building Code and AODA requirements.
- Support and contribute to an inclusive community.
- Create an inclusive and equitable work environment.
- Offer flexible work arrangements to meet the individualized needs of each employee.

### **EC Economic Development / Tourism Goals**

- Inclusive Representation in Tourism Marketing
  - Ensure that all marketing materials, such as videos and photography, accurately represent the diverse demographics of Elgin County, promoting an inclusive and welcoming image to potential visitors.
- Comprehensive Diversity and Inclusion Training
  - Actively participate in ongoing diversity and inclusion training for all department staff, fostering an environment that values and celebrates differences while promoting cultural awareness and sensitivity.
- Enhanced Diversity in Summer Tourism Assistants Recruitment
  - Develop and implement a recruitment process for hiring summer tourism assistants that focuses on increasing representation from diverse backgrounds, fostering a more inclusive and diverse team.
- Engagement through Community Partnerships
  - Strengthen partnerships with community organizations, ensuring all voices are heard in decision-making processes.
- Equitable and Inclusive Service Monitoring
  - Regularly assess and monitor the accessibility, inclusivity, and equitable provision of services, including grant programs and business surveys, to guarantee that they are accessible to all members of the community.
- Diverse and Inclusive Event Planning
  - Incorporate diversity and inclusion principles into event planning, ensuring that all gatherings and consultations are accessible to diverse groups, and actively encourage their participation in regional events and discussions.
- Promotion of Elgin's Diverse Workforce and Community



- Raise awareness about the diverse composition of Elgin County's workforce and community, offering resources to local employers to encourage inclusivity and diversity within their workforce.
- Inclusive Support for Businesses
  - Provide comprehensive support to both existing and new businesses, offering informational resources that guide them in delivering inclusive services that cater to the diverse needs of local residents.
- Empowering Underrepresented Business Owners
  - Actively attract and support businesses owned by underrepresented groups, including new immigrants, through tailored assistance and resources, fostering an environment that promotes their success and growth.
- Amplifying Indigenous History and Practices
  - Increase awareness and knowledge of Indigenous history and cultural practices through educational initiatives. Incorporate land acknowledgments in corporate communications and events, and provide accessible resources for community members to deepen their understanding.
- Elevated Cultural Feedback Mechanisms
  - Enhance feedback collection methods, such as social media and surveys, to gather insights about cultural offerings, enabling continuous improvement and ensuring that cultural programming resonates with the diverse community.
- Provision of Up-to-Date Demographic Data
  - Provide relevant departments and the business community with current data on resident demographics, community changes, and other trends that impact the inclusive delivery of services. This information will facilitate informed decision-making and strategic planning that addresses the evolving needs of the diverse population.

## **EC Finance / Purchasing**

- Continue to ensure that documents are made available in accessible format and/or with communication supports upon request.
- Coordinate with other departments to identify a designated space that can be utilized for meetings that require confidentiality, that ensures full accessibility for people with disabilities.
- Engage in ongoing training on accessibility, diversity, equity and inclusion related topics (implicit biases, accessible customer service, anti-discrimination, etc.).
- Support and contribute to an inclusive community.
- Create an inclusive and equitable work environment.
- Offer flexible work arrangements to meet the individualized needs of each employee.
- Review the process for accessing personal financial information and ensure that employees with disabilities are accommodated upon request.

## **EC Homes & Seniors Services**

- Demonstrate a shared responsibility and commitment to welcoming and affirming communities for all members of the diverse populations who live, work and visit the County of Elgin's Long-Term Care Homes.
- Support the development and implementation of a Long-Term Care Home-specific DEI assessment, which can be utilized at the County of Elgin 3 Long-Term Care Homes, to support equitable and respectful care and services within the Homes. Focus to include areas such as:
  - Mission, Vision and Values that commit us to practice diversity, equity and inclusion,
  - Policy and procedures that promote diversity, equity and inclusion,
  - Including diversity, equity and inclusion as a standing agenda item on committees such as Joint Health and Safety, resident council, family council, etc.,
  - Practices to incorporate DEI into Long-Term Care Homes services and activities,
  - Staff, resident, family and volunteer engagement, and
  - Education and training.
- Participate in the review of Corporate policies and procedures regarding the process for submitting and responding to complaints about harassment and discrimination to ensure it reflects DEI best practices.
- Through the Long-Term Care Home review/assessment process, identify areas for improvement and highlight areas of strength.
- Ensure the application of a DEI lens with regards to the Quality Improvement initiatives at the Homes to support work related to the DEI assessment outcomes.
- Develop a Home specific DEI policy to support residents within the three Long-Term Care Homes that incorporates opportunities for residents to engage in personal reflection and bring awareness to unconscious biases; and recognition that the resident is the expert in their own life, etc.
- Provide training on an ongoing basis to staff on topics related to DEI (implicit bias, anti-discrimination, DEI fundamentals, psychological safety etc.).
- Update new hire (employees and volunteers) orientation programs to include diversity, equity and inclusion.
- Create awareness and taking an inclusive approach to incorporate cultural considerations (based on resident demographics) to plan services and activities such as meal planning and programming processes.
- Continue to include information and resources on DEI related dates and celebrations in communications.
- Continue to ensure staff awareness and encourage the use of Employee Assistance Plan and Homewood Health resources.
- Seek out meaningful partnerships with community-based organizations and community groups to advance equity, diversity and inclusion within the Homes and enhance life for residents from various communities.

## **EC POA / Legal**

- Ensure that all personnel practices align with the County DEI Plan.
  - Review DEI Plan *at least* annually and review internal legal department practices to ensure alignment.
  - Promote engagement with the DEI Plan internally with the department *at least* semi-annually.
- With regard to professional regulatory continuing professional development for licensees of the Law Society of Ontario (“LSO”), exceed the minimum EDI requirement for CPD credits in each annual cycle.
- Support legal industry DEI groups through the LSO and bar associations.
- Ensure that prosecutions have regard to the Gladue Principles where indigenous defendants are involved.
- Provide corporate support advice on policy compliance regarding DEI principles to ensure all departmental practices align with the County DEI Plan.
- In conjunction with the Human Resources department training, deliver annual training through the Management Team on legal obligations regarding human rights and responsibilities regarding forms of discrimination that may occur in the workplace.
- When conducting legal reviews of corporate documents and processes, ensure that all corporate practices within the document align with the County DEI Plan and make recommendations for changes when deficiencies or non-alignment are noted.
- Over a five-year window, review all corporate practices to ensure that internal policies, protocols and procedures align with the County DEI Plan.

## **Municipality of Bayham**

### **Bayham DEI Progress**

- Review policies to ensure best practices for workplace discrimination and harassment.
- Provides clear, confidential processes for reporting any violations of harassment and discrimination.
- Strive for a diverse, talented workforce that is reflective of our community
- Offer an Employee Assistance Program.
- Supports individuals who experience discrimination.
- Offer flexible work arrangements to meet individualized needs of each employee.
- Provides a welcoming culture to enable employees who come from all backgrounds to feel comfortable being their authentic selves at work, fostering an open, safe and inclusive environment for everyone.
- Implemented the following DEI related policies:
  - Personnel Policy
  - Code of Conduct for Members of Council
  - Council/Staff Relations
  - Non-Union Work From Home
  - Accessibility Policies

- Council Pregnancy & Parental Leave
- Construct accessible recreation facilities such as the Port Burwell Gazebo and Vienna Pavilion.
- Provide use of speaking mechanisms to Council on agendas through formal delegation or the use of open forum.

### **Bayham DEI Goals**

- Provide inclusive voting methods for the 2026 Election.
- Incorporate DEI training for new Council in 2026.
- Encouraging diverse perspectives in consultation processes.
- Review selection and recruitment process.
- Develop policies while applying a DEI lens and aligning it with corporate strategic priorities.
- Engage with Elgin County regarding general benefits provision to ensure changing workplace demographics and needs are met.
- Roll out mandatory diversity and inclusion training to all staff, beginning at the management level.
- Create more opportunities to engage youth and seniors.
- Continue to improve access to information and services for all residents.

## **Municipality of Central Elgin**

### **Central Elgin DEI Progress**

- Offers flexible work arrangements to meet the individualized needs of each employee.
- Actions focused on truth and reconciliation through staff education, awareness and reflection to honour the National Day for Truth and Reconciliation, including education sessions on Indigenous history, truth and reconciliation, resources and training materials.
- Ensures that all Council materials receive an accessibility review via Adobe Pro before publishing Agendas in addition to accessibility features included with the iCompass platform.
- Continues to ensure closed captioning for all live-streamed meetings.
- Continues to leverage partnerships and community tables.
- Provides opportunities for community members to be heard and participate in decision-making processes.

### **Central Elgin DEI Goals**

- Increase the diversity of job applicants and new staff hired.
- Provide staff with the knowledge, skills and resources to reduce racism and discrimination, and improve inclusion and diversity.
- Develop a Communications Plan that includes specifications for accessibility requirements.
- Offer car-side Commissioner of Oaths for individuals who aren't able to easily access the municipal office.

- Conduct representative marketing on municipal platforms (Training portals, Website, Social Media).
- Provide opportunities for community members to be heard and participate in decision-making processes.
- Review & adapt the recruitment, hiring, and promotion policies, processes, and practices to ensure barriers to employment are understood & addressed.
- Provide training on how to have 'courageous conversations' to address bias and support DEI.
- Understand who we are and how workplace policies and practices impact us through developing and implementing actions to address gaps.
- Develop and implement process for evaluating organization satisfaction with DEI.
- Encourage opportunities for cross-training and job shadowing across the organization with increased use of courtesy postings.
- Identify and address systemic barriers within the Corporation.

### **Municipality of Dutton Dunwich**

#### **Dutton Dunwich DEI Progress**

- Developed and implemented a DEI Plan and Policy in 2022 to provide a framework to staff that supports existing and future policies and procedures.
  - The plan and framework were provided to all staff to raise education and awareness and equip staff with the knowledge, skills, and resources to reduce racism and discrimination, and improve DEI.
- Strive for a diverse, talented workforce that is reflective of our community.
- Provides a welcoming culture to enable employees who come from all backgrounds to feel comfortable being their authentic selves at work, fostering an open, safe and inclusive environment for everyone.
- Provides clear, confidential processes for reporting any violations of harassment and discrimination.
- Has identified and addressed systemic barriers within the Municipality.
- Works with diverse communities to ensure our programs and services meet the needs of everyone.
- Issues and complaints are addressed in accordance with the procedures outlined in the Harassment and Discrimination Prevention Policy.
- Supports individuals who experience discrimination.
- Implemented various AODA policies to destigmatize and treat others with dignity.
- Increased the diversity of job applicants and new staff.
- Reviewed recruitment practices to remove barriers impacting the employment of a diverse workforce.
- Improved collaboration with diverse community members and organizations to actively celebrate National Truth and Recognition day with our local Indigenous communities, schools, and other community members.
- Continue to engage our diverse communities in a meaningful way.
- Developed policies while applying a DEI lens and aligning it with corporate strategic priorities.
- Implemented the following DEI related policies:



- Violence in the Workplace Policy (WE 01-2014)
- Workplace Harassment and Discrimination Policy (WE 02-2014)
- Commitment to a Civil Workplace Environment and Workplace Interactions Policy (WE 03-2014)
- Accommodations in the Workplace Policy (WE 04-2014)
- Emergency Workplace Response for Employees with Disabilities Policy (WE 05-2014)
- Code of Conduct for Employees Policy (WE 12-2014)
- Code of Conduct for Members of Council and Local Boards Policy (WE 17-2114)
- Post-Traumatic Stress Disorder – Anti Stigma Policy (WE 24-2017)
- Council Member/Staff Relationship Policy (WE 25-2020)
- Return to Work – Accommodating Employees with PTSD Procedure (HS&W 75-2017)
- Accessibility Training Procedure (A 09-2017)
- Requests for Accessible Formats and Communication Procedure (A 10-2017)
- Service Animals in the Workplace Procedure (A 11-2017)
- Support Persons Procedure (A 12-2017)
- Waiver or Reduction of Rental Fees for Municipally Owned Facilities Policy (A 23-2019)
- Patron Conduct Policy (AP 02-2015)
- Hiring Policy (RR 04-2014)
- General Grants Policy - Culture and Heritage (F&A 11-2016)

### **Dutton Dunwich DEI Goals**

- Set objectives for advancing DEI at all stages of the employment life cycle, including recruitment, hiring, retention and advancement throughout the Municipality reflecting the qualities and differences of the broader population it serves.
- Ensure budget planning, staffing and other resources necessary to meet our DEI goals are available.
- Provide for DEI education and training.
- Support and promote the breaking down of barriers, deconstructing biases, identifying systemic racism, and fostering and promoting an inclusive, respectful, and welcoming environment for all who interact with the Municipality.
- Continue to commit to the principles of DEI when doing business, delivering services, programs and providing opportunities.
- To provide opportunities for community members to be heard and participate in decision-making process.
- Developing a well-thought out and systematic education plan, including implementing ongoing (vs one-time) Unconscious Bias, Anti-Bias & Diversity Flexible work arrangements to meet the individualized needs of each employee.
- Celebration of holidays and important calendar dates for faith-based groups, human rights groups, and cultural groups.

- Continue to focus on truth and reconciliation through staff education, awareness and reflection to honour the National Day for Truth and Reconciliation, including education sessions on Indigenous history, truth and reconciliation, resources and training materials.
- Seek out and celebrate DEI to mark Black History Month, International Women's Day, Asian Heritage Month, Jewish Heritage Month, National AccessAbility Week, National Indigenous History Month, Pride Month, Emancipation Day and Islamic Heritage Month.
- Providing free or low-cost recreation programs for residents with low incomes.
- Create more opportunities to engage youth and seniors.
- Ensuring spaces are sensory-friendly or offering times with reduced noise and stimulation.
- Understanding and affirming how we need to treat each other through anti-racism training for all staff and management.
- Continue to improve access to information and services for all residents.
- Understanding who we are and how workplace policies and practices impact us through developing and implementing actions to address gaps.
- Establishing anonymous and safe means for staff to share experiences, feedback, and complaints.
- Review Municipal forms for inclusive language and gender neutrality.
- Review the recruitment process.
- Creating programs that provide recognition of DEI activities that positively impact the Corporate culture and foster a welcoming environment for staff.
- Have a Cultural Celebrations Calendar of events.
- Promote staff awareness and participation in events and initiatives i.e., Black History Month.
- Actively attract ethnic businesses.
- Investigate a quiet room/space at a Municipal facility.
- Promote and provide training and/or educational sessions on DEI fundamentals, anti-Black racism/anti-racism.
- Continually reinforce and set expectations for a harassment free and respectful workplace.

### **Municipality of West Elgin**

#### **West Elgin DEI Progress**

- Participate in recognition days to commemorate and raise awareness of important dates relating to DEI (Orange Shirt Day, Pink Shirt Day etc.).
- Sharing of resources and posting information internally and externally related to DEI topics and important DEI related dates.
- Has a process in place for monitoring discrimination and harassment and responding allegations made by employees and/or members of the public.
- Provide equal opportunities as a municipal employer, service provider and contractor.
- Offer flexible work arrangements to meet individualized needs of each employee.
- Provide opportunities for community members to consult and participate in decision-making processes as it relates to DEI and accessibility.

- Ensuring materials and information are accessible and available in language(s) used by the intended audience.
- Celebration of holidays and important calendar dates for faith-based groups, human rights groups, and cultural groups.
- Offers an affordable and accessible transportation option to members of the community.
- Promotes the respect, knowledge, and appreciation of cultural diversity and inclusion of Indigenous and racialized communities in the cultural fabric of the municipality.
- Monitors services to ensure they are accessible, inclusive and equitably provided.

### **West Elgin DEI Goals**

- To provide staff with the knowledge, skills and resources to reduce racism and discrimination, and improve inclusion and diversity.
- To improve collaboration with diverse community members and organizations in West Elgin.
- Provide professional development opportunities and training on topics relating to DEI (unconscious bias, mental health and wellness, anti-discrimination etc.).
- Ensuring the Municipality incorporates a DEI lens when conducting performance evaluations for employees.
- Work alongside the Union to identify gaps in DEI awareness and provide training
- Develop and implement a process for evaluating the Municipality's satisfaction with DEI.
- Continue to identify, promote and reshare resources on topics relating to DEI.
- Develop leadership awareness of DEI and accountability ensuring leaders have an understanding, competence, and resources to discuss a variety of topics relating to DEI.
- Evaluate flexibility and accommodation practices ensuring they meet industry best practice, incorporate and consider DEI, and are barrier free.
- Provide opportunities to welcome newcomers to the municipality.

### **Town of Aylmer**

#### **Aylmer DEI Progress**

- Review recruitment/ candidate pool generation existing and best practices to increase diversity of job applicants and new staff hired. The goal is to attract and leverage a diverse workforce.
- Provide opportunities for community members to be heard and participate in decision-making processes through public engagement aimed at engaging a diverse community. The goal is to improve collaboration with diverse community members and organizations in Aylmer.
- Establishment of a corporate communication policy (2021) to implement best practices, with the goal of engaging a diverse community.

- Encourage opportunities for cross-training and job shadowing across the organization.

### **Aylmer DEI Goals**

- Reviewing organizational capacity and need for specific positions or departments to support DEI work.
- Reviewing organizational complaint processes to ensure complaints stemming from one of more of the protected grounds of the Ontario Human Rights Code are addressed appropriately.
- Continued review and consideration of flexible work arrangements to meet the individualized needs of each employee.
- Continue working with community organizational stakeholders to ensure that diverse populations are able to effectively and efficiently engage with Town programs and services. Part of this includes engaging diverse communities in a meaningful way.
- Increase vigilance against systemic and individual discrimination. Support individuals who experience discrimination.
- Monitor services to ensure they are accessible, inclusive and equitably provided
- Create more opportunities to engage youth and seniors.
- Provide opportunities to welcome newcomers to the municipality.

## **Township of Malahide**

### **Malahide DEI Progress**

- What do we already do in recruitment process.
- What do we already do in training of all staff.
- Monitor discrimination in the municipality and act to address it.
- Support individuals who experience discrimination.
- Provide equal opportunities as a municipal employer, service provider and contractor.
- Support measures that promote equity in the labour market.
- Flexible work arrangements to meet the individualized needs of each employee.
- Continue to promote existing resources while creating additional corporate learning opportunities on diversity and inclusion topics that are available to all staff (e.g. mental health, unconscious bias, plain language, anti-oppression).

### **Malahide DEI Goals**

- Create a handbook (or guide) on DEI including definitions, FAQs, and tips.
- Include DEI components into the employee performance and evaluation process.
- Develop a benchmark to measure progress and conduct regular staff DEI surveys.
- Ensure there is a clear confidential process for reporting harassment or discrimination in the workplace or in the policies, procedures, goods, services, and facilities.
- Work alongside the Union to identify gaps in DEI awareness and provide training.

- Review recruitment, selection and retention process to ensure best practices are used during the hiring process and consideration is given to DEI.
- Facilitate networking and collaboration with the community to learn from and share ideas and get input from experts on DEI.
- Offer skill-building opportunities that will develop our workforce.
- Encourage opportunities for cross-training and job shadowing across the organization with increased use of courtesy postings.
- Facilitate networking and collaboration to learn from others with expertise in diversity and inclusion.
- Monitor services to ensure they are accessible, inclusive and equitably provided
- Review recruitment, selection and retention process to ensure best practices are used during the hiring process and consideration is given to DEI.

### **Township of Southwold**

#### **DEI Progress**

- Provided staff with the knowledge, skills and resources to reduce racism and discrimination, and improve inclusion and diversity.
- Provide opportunities for community members to be heard and participate in decision-making processes.
- Offer flexible work arrangements to meet the individualized needs of each employee.
- Established anonymous and safe means for staff to share experiences, feedback, and complaints.
- Actions focused on truth and reconciliation through staff education, awareness and reflection to honour the National Day for Truth and Reconciliation, including education sessions on Indigenous history, truth and reconciliation, resources and training materials.
- Provided clear, confidential processes for reporting any violations of harassment and discrimination policies.
- Encouraged opportunities for cross-training and job shadowing across the organization with increased use of courtesy postings.
- Implemented secondments and acting assignments as a tool for employee development and create supporting policies and procedures.
- Developed and implemented a diversity and inclusion lens to help staff identify barriers in Regional policies, programs and services.

#### **DEI Goals**

- Developing a well-thought out and systematic education plan, including implementing ongoing (vs one-time) Unconscious Bias, Anti-Bias & Diversity Training – starting with leaders and champions.
- Developing supportive resources like a DEI Lens Toolkit to support staff across the municipality to integrate DEI into their work (see Ottawa's EI Lens Handbook, Appendix A), or a DEI Guide or DEI Policy to supplement the DEI Plan.
- Roll out mandatory diversity and inclusion training to all staff, beginning at the management level.



- Create a quick reference handbook on diversity and inclusion that includes definitions, FAQs and tips on the best way to address issues and inappropriate behavior.
- Create more opportunities for education and awareness on DEI topics for residents.

## **Communication and Contact Information**

### **Feedback**

The County and its Local Municipal Partners accept all feedback from members of the public relating to the provision of accessible goods, services or facilities as it pertains to diversity, equity, inclusion and accessibility.

The County and its Local Municipal Partners will develop procedures that specify the actions that will be taken if a complaint is received about the manner it provides goods, services or facilities. Information regarding the feedback process will be posted on the County's website. Individuals can request this information by contacting the County.

### **Compliance**

The County is compliant with the various legislative requirements that oversee diversity, equity and inclusion throughout the Province of Ontario and Canada as a whole.

This plan will be available on Elgin County's website, located at [www.elgincounty.ca](http://www.elgincounty.ca). A hard copy can be obtained by contacting the County's Human Resources Department.

### **Local Municipal Partner Websites**

Municipality of Bayham: <https://www.bayham.on.ca/>

Municipality of Central Elgin: <https://www.centralelgin.org/en/index.aspx>

Municipality of Dutton Dunwich: <https://www.duttondunwich.on.ca/>

Municipality of West Elgin: <https://www.westelgin.net/en/index.aspx>

Town of Aylmer: <https://aylmer.ca/>

Township of Malahide: <https://www.malahide.ca/en/index.aspx>

Township of Southwold: <https://www.southwold.ca/en/index.aspx>

### **Contact Information**

The County encourages people to reach out if they have any questions, comments, or concerns regarding the County DEI Plan, or with accessing goods, services, and/or facilities.

**Address:** 450 Sunset Drive,  
St. Thomas, ON, N5R 5V1

**Email:** [hr@elgin.ca](mailto:hr@elgin.ca)

**Phone:** 519-631-1460 x 125

**Website:** [www.elgincounty.ca](http://www.elgincounty.ca)

**This document is available in accessible format and/or with communication supports, upon request.**



## TOWNSHIP OF SOUTHWOLD

### Report to Council

**MEETING DATE:** December 11, 2023

**PREPARED BY:** Lisa Higgs, CAO/Clerk

**REPORT NO:** CAO 2023-68

**SUBJECT MATTER: 2024 Insurance Renewal**

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#### **Recommendation:**

1. That Council approve the 2024 Insurance Programs as set out in the renewal documents provided by Intact Public Entity dated December 5, 2023 (Township) and October 17, 2023 (Cemetery Board).

#### **Purpose:**

This report reviews and provides recommendations on insurance coverage for the Township and Cemetery Boards.

#### **Background:**

The Township's comprehensive insurance program is provided by Intact Public Entities (formerly Frank Cowan Insurance). Attached to this report is the policy renewal information for 2024. Historically, staff have met with Aran Myers, Regional Manager to review the renewal documents, obtain additional information on the increase in premiums and explore options to contain costs. Unfortunately, staff received the attached renewal documents very close to our council agenda consolidation date, so staff have not been available to meet with Mr. Myers, but since there are no significant changes to our coverage, we are comfortable recommending approval. If Council so desires, Mr. Myers can make himself available at a future date if Council has any questions about the Township's insurance program and coverage provided by Intact Public Entity.

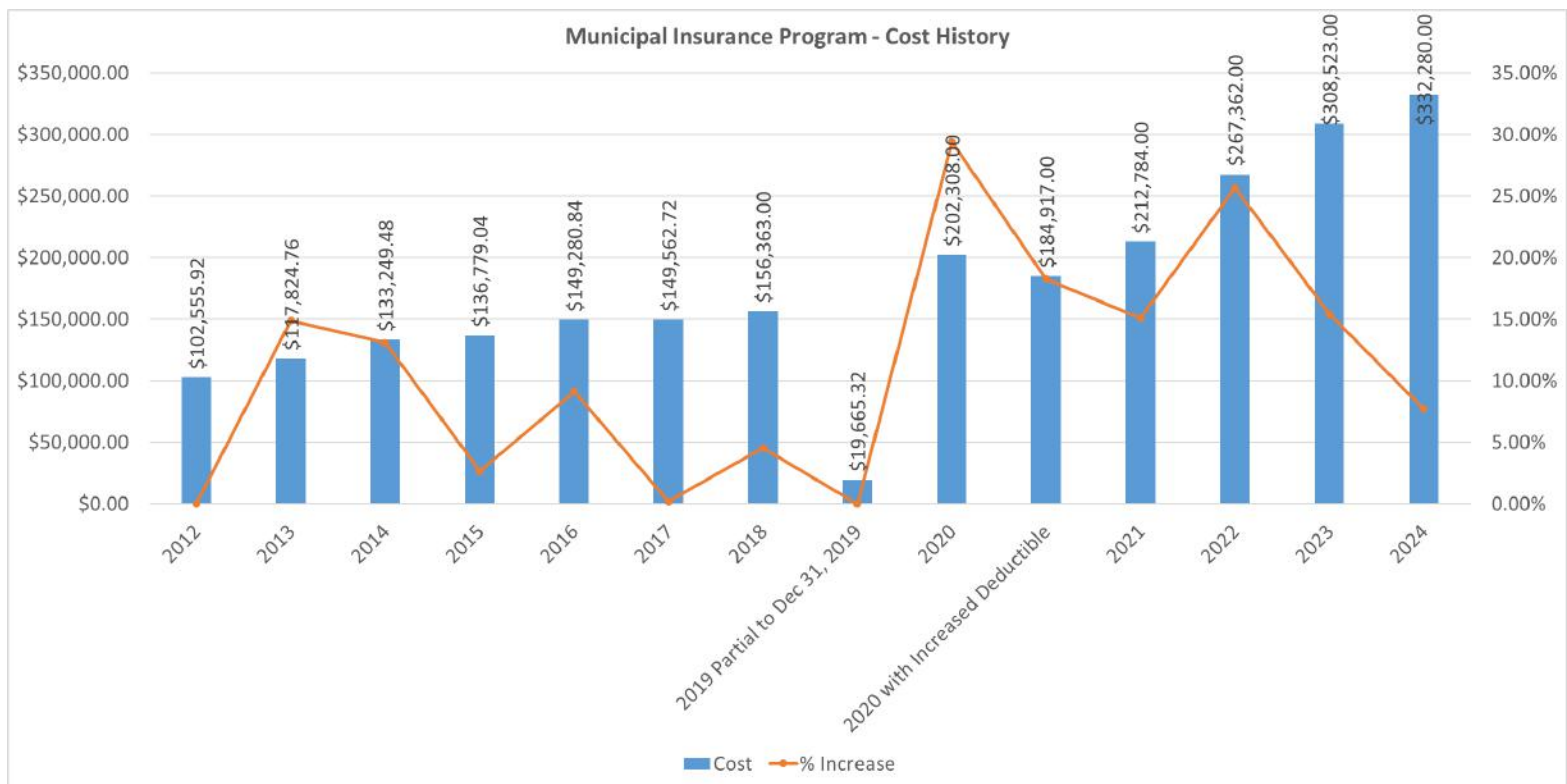
#### **Comments/Analysis:**

The current policies expire December 31, 2023. A copy of the proposal for coverage from January 1, 2024 to December 31, 2024 for the Township and Cemetery Boards is attached (Township - Appendix "A", Cemetery Board - Appendix "B").

Page 17 of the Township renewal contains a summary of the costs for insurance coverage.

Most of the increase of \$23,757 or 7.7% is due to the General Liability component. This is the largest component of the premium and is showing an increase of \$10,188 or 5.6%. The General Liability component is greatly affected by the hard market and the Township's past claims experience, although this was much lower than anticipated. Property coverage is showing an increase of \$6,757 or 14.6%, largely attributed to inflation applied to building values. The automobile policy is also up by \$5,519 or 9%. This is due to a combination of increased values and increased fleet size. Other components are having a minor impact on the overall increase.

Following is a chart illustrating the costs for the Municipal Insurance Program since 2012.



Following is a detailed breakdown by insurance line.

INSURANCE LINE	2023	2024	\$ Change	% Change
General Liability	\$183,248	\$193,436	\$10,188	5.56%
Errors and Omissions Liability	\$5,222	\$5,744	\$522	10.00%
Non-Owned Automobile Liability	\$206	\$216	\$10	4.85%
Environmental Liability	\$3,978	\$4,216	\$238	5.98%

Crime	\$1,366	\$1,434	\$68	4.98%
Board Members Accident	\$319	\$335	\$16	5.02%
Volunteers' Accident	\$206	\$216	\$10	4.85%
Conflict of Interest	\$309	\$324	\$15	4.85%
Legal Expense	\$973	\$1,022	\$49	5.04%
Property				
Property	\$46,085	\$52,842	\$6,757	14.66%
Equipment Breakdown	\$2,096	\$2,206	\$110	5.25%
Automobile				
Owned Automobile	\$61,327	\$66,846	\$5,519	9.00%
Excess				
Follow Form	\$3,188	\$3,443	\$255	8.00%
<b>Total Annual Premium</b>	<b>\$308,523</b>	<b>\$332,280</b>	<b>\$23,757</b>	<b>7.70%</b>

The Cemetery Board policy, while a relatively lower dollar policy is showing an increase of \$359 or 9%.

While increased costs are not desirable, the Township has limited options when it comes to municipal insurance. Experience has shown that shopping coverage, while sometimes initially beneficial, often does not lead to long-term savings. Currently the few municipalities that are issuing RFP's for coverage are seeing limited interest, with often just the incumbent and possibly one other proposal being submitted. These proposals are also seeing significant increases in cost as well. Locally, municipalities have discussed options to work together on joint RFP's for insurance coverage.

The renewal report also includes some changes that are highlighted starting at Page 18. With many of these changes there is very little the Township can do.

Based on the excellent support and service provided by Intact Public Entity and the many risk reduction and risk management services that are provided as part of the insurance program, staff would recommend renewal of the Insurance Program for 2023, as proposed.

### **Deductible Level**

In 2020 the deductible level was increased to \$15,000. This generated some immediate savings and should be beneficial over the long-term if claims remain minimal. While the deductible could be further increased, staff are not recommending a further increase at this time. The additional savings would be minimal for the added risk.

### **Insurance Reserve**

In 2019 the insurance term was adjusted to follow the calendar year. As a result, the Township was able to start an Insurance Reserve to help mitigate large increases in

insurance and assist with paying the increased deductible costs. Following is a summary of reserve transactions, as required by the Insurance Reserve Policy.

**Financial Implications:**

The increased insurance costs will put upward pressure on the Township Tax Levy of approximately \$23,757. This would translate into an increase to the levy less than 1%. Use of the Insurance Reserve may help to mitigate this increase, however is not recommended for 2024, given the minimal increase to the overall premium.

**Strategic Plan Goals:**

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

- ☐ Managed Growth.
- ☐ Welcoming and Supportive Neighbourhoods
- ☐ Economic Development
- ☒ Fiscal Responsibility and Accountability.

**Respectfully Submitted by:**  
**Lisa Higgs CAO/Clerk**  
**"Submitted electronically"**





# **2023 Municipal Insurance Program**

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

Renewal Report for the Policy Term December 31, 2023 to December 31, 2024

Prepared by:  
Aran Myers  
Regional Manager

Ref 70125/mm      5 December 2023

Submitted by: Intact Public Entities Inc.  
Address: 278 Pinebush Rd., Suite 200  
Cambridge, ON N1T 1Z6

phone: 1-800-265-4000  
email: [connectwithus@intactpublicentities.ca](mailto:connectwithus@intactpublicentities.ca)





## How to Report a Claim

In the event you need to report a claim, please call your insurance broker during regular business hours, or alternatively **call Intact Public Entities at 1-800-265-4000** where you will be given options based on the type of claim you are reporting. After hours claim reporting is available through that number. You can also email IPE during business hours: **[mail.claims@intactpublicentities.ca](mailto:mail.claims@intactpublicentities.ca)**





# About Intact Public Entities

Intact Public Entities is a Canadian leader in providing specialized insurance programs, including risk management and claims services to municipal, public administration and community-based organizations across Canada. Proven industry knowledge, gained through over nine decades of partnering with insurance companies and independent brokers, gives Intact Public Entities the ability to effectively manage the necessary risk, advisory and claims services for both standard and complex issues. Intact Public Entities is a wholly-owned subsidiary of Intact Financial Corporation with its head office located in Cambridge, Ontario. For additional information about Intact Public Entities visit [www.intactpublicentities.ca](http://www.intactpublicentities.ca).

Intact Public Entities is a Managing General Agent (MGA) with the authority to write and service business on behalf of strategic partners who share our commitment and dedication to protecting specialized organizations. Because our partners are long-term participants on our program, they understand the nature of fluctuating market conditions and complex claims and are prepared to stay the course.

## Canadian Owned Company With 90+ Years of Continuous Operation

### Market Leader

#### Municipal, Public Administration & Community Services

Municipal market share leader in Ontario with strong representation of municipal, public administration and community-based organizations across Canada.

### Innovative

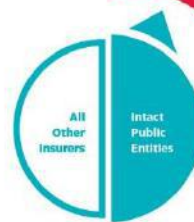
#### New Products & Services

Cyber Risk Insurance  
Fraudulently Induced Transfer  
Road Reviews  
Fleet Management

### In-House

#### Claims & Risk Management

In-house claims management = faster turn around, single point of contact, specialized expertise in the municipal claims environment.



**Municipal Market Share  
Leader in Ontario**



**First Municipal Client  
The Village of Ayr, Ontario**

## The Advantage of a Managing General Agent

The MGA model is different than a traditional broker/insurer arrangement in that an MGA provides specialized expertise in a specific, niche area of business. As an MGA we also offer clients additional and helpful services in the area of risk management, claims and underwriting. And unlike the reciprocal model, a policy issued by an MGA is a full risk transfer vehicle not subject to retroactive assessments but rather a fixed term and premium.

We invite you to work with a partner who is focused on providing a complete insurance program specific to your organization that includes complimentary value-added services that help drive down the cost of claims and innovative first to market products and enhancements. You will receive personalized service and expertise from a full-service, local and in-house team of risk management, claims, marketing and underwriting professionals.

As a trusted business partner, we believe in participating in and advocating for the causes that affect our clients. For this reason, we affiliate with and support key provincial and national associations. In order for Intact Public Entities to be effective in serving you, we, as an MGA, believe in fully understanding your needs, concerns and direction. Our support is delivered through thought leadership, financial resources, advocacy, services, education and more.

## Risk Management Services

We are the leader in specialized risk management and place emphasis on helping your organization develop a solid plan to minimize exposure before potential incidents occur. Risk management is built into our offerings for all clients, fully integrated into every insurance program. Our risk management team is comprised of analysts, inspectors and engineers who use their expertise to help mitigate risk. We do everything we can to minimize your exposure before potential incidents occur. This includes providing education, road reviews, fleet reviews, contract analysis and property inspections.

## Claims Management Services

Our in-house team of experts has the depth of knowledge, experience and commitment to manage the complicated details of claims that your organization may experience. You deal with the public often in sensitive instances where serious accusations can be made. Your claims are often long-tail in nature and can take years to settle. Some claims aren't filed until years after the occurrence or accident. You want a team of professionals on your side that will vigorously defend your reputation. We understand your risks and your exposures and have maintained a long-term commitment to understanding the complex issues your organization may face so that we can better service your unique claims requirements.



\*Please note that the information contained in this document is proprietary and confidential and is to be used for the sole purpose of determining the successful proponent. Permission must be obtained from Intact Public Entities prior to the release of any information contained herein for any other purpose than evaluating this submission.

# Best in Class Value added Services

Intact Public Entities offers more than just an insurance policy. As a leading MGA specializing in public entities, we provide Canadian municipalities with a complete insurance program. What's the difference? A vested interest in helping you reduce your total cost of risk while providing you with complimentary best in class value-added services that help improve your overall performance.

## Advocacy & Municipal Association Support

Intact Public Entities employees are continually recruited to serve on legislative committees and are aware of changes that will be introduced. We can move quickly to help you begin to modify your policies and procedures to maintain regulatory compliance.

Intact Public Entities advocates and supports your public entities across the country.



## Risk Management

### Asset Valuation and Risk Inspections

Inspections provide you with calculated reconstruction costs for insurance purposes and ensure insurance to value. Inspections also analyze potential areas of harm and provide risk recommendations to reduce the frequency and severity of incidents.

### Roads & Sidewalks

#### Road Risk Assessment

Non-repair of road liability claims are costly to defend, result in high court awards and greatly impact a municipality's cost of risk. To help municipalities minimize exposure to non-repair of road claims, road assessments can be employed to review documentation, compliance with the Ontario Traffic Manual, adequacy of policies and procedures and select road segments.

#### Sidewalk Services

Our sidewalk consulting services can help to reduce the frequency of falls on your sidewalks.

#### Driver Trainer

Fleets and individual drivers can receive comprehensive driver training through the use of seminars, tools and guidelines that assist with everything from pre-employment checklists and driver management policies to defensive and cooperative driving education.

#### Fleet Management Evaluation

Have your municipality's fleet risk management practices evaluated. Topics for review include: management structure with the fleet, areas of operation/travel, driver training/hiring practices and loss control management.

#### MMS Compliance

Our Minimum Maintenance Standards (MMS) compliance analysis focuses on reviewing your policies/procedures/ documentation and comparing these to the required standards set under the MMS as well as the best practices developed by the Ontario Good Roads Association



## **Municipal Education**

### **Education & Seminars**

Over 10,000 municipal employees from almost every department have received training from Intact Public Entities over the past few years. Training can be provided through customized sessions on the topics of your choosing or be tied to a policy/procedure review or claims review. We can also provide training through a webinar format and record these webinars so your managers can use them at any time to train new staff or as a refresher for existing staff. We have also partnered with Ontario Good Roads Association and the Association of Ontario Road Supervisors to provide technical training on several books of the Ontario Traffic Manual. Every year we offer Regional Training Sessions to larger audiences on topics such as Building Inspection Losses, Fleet Safety, Trails and Cycling on Municipal Roads. We are always interested in hearing from you as to the type of training your municipality requires.

### **Institute of Municipal Risk Management**

Register for courses specific to your role as a Councillor or municipal employee. The Institute is a collaborative initiative with the Association of Ontario Municipalities and features a variety of courses. Content rich material will help participants identify existing and emerging risks; become familiar with laws, statutes and legislation; and understand the importance of risk management protocols relating to a variety of municipal areas such as roads, sidewalks and claims management. Visit [municipaleducation.ca](http://municipaleducation.ca) for more information or to register.

## **Reviews & Analysis**

### **Contract Reviews**

This complimentary service is among our most popular because a third-party contract review can make a substantial difference. You'll receive valuable feedback and insight from a Paralegal on the suitability and effectiveness of liability provisions and insurance clauses in contracts and agreements.

### **Policy and Procedural Reviews**

Includes an audit of systems and processes to reduce potential losses within your organization. Reviews focus on identifying gaps or inconsistencies between written policies and procedures, operational procedures and current legislation. The review also includes a claims analysis to identify trends, patterns and adherence or its lack of to the written operational policies and procedures.

### **Online Resource Library - Risk Management Centre of Excellence**

You'll receive access to hundreds of relevant and helpful resources and templates designed to provide you with the tools needed to manage municipal risk.

# Claims Services

## Claims Management Best Practices Framework

Manage claims under your deductible with greater efficiency using our tested claims analytics and measures that are guaranteed to have a positive effect on cost savings. Couple this with strong claims and risk management and your organization will be better prepared to help mitigate and manage future incidents.

## In-House Claims Management Services

Your claims will be handled better. We have in-house claims authority – others may not. Why does this matter? You'll experience faster turnaround, one point of contact, reduced frustration, better claims resolution and improved expense management.

## Claims History Analysis

Identify the cause of claims and focus on trends and patterns to help eliminate risk sources so as to better identify risk trends and address them with mitigation techniques.

## Guidewire ClaimCenter® Claims Management

View the status of claims in addition to data mining capabilities for risk management purposes so as to better identify risk trends and address them with mitigation techniques.

## Claims Education

Customized municipal seminars on claims related topics delivered to solve specific risk issues.

## Expertise

Canadian municipal claims experience and expertise is important. Our understanding of the complex municipal landscape allows us to better service your unique claims requirements.

# Natural Asset Management Roadmap



We understand that municipalities play a pivotal role in climate resiliency which is why we are proud to sponsor the Natural Asset Management Roadmap Program for municipal clients.

## Natural Asset Management Roadmap Program

Developed by Natural Assets Initiative (NAI), the program provides direction, support and guidance to local governments as they develop roadmaps to account for natural assets in their asset management strategies.

### What is a roadmap?

For many local governments a "roadmap" is a good first step for a municipality to get a handle on how to manage and value natural assets. The roadmap pulls together individuals from various municipal departments to discuss and centralize their expertise.

Roadmaps have proven to be a relatively low-effort, high-impact activity requiring no more than a few days of effort for the project lead and a few hours from the other staff participants; yet it provides a strong foundation for participants to get started on Natural Asset Management (NAM) with confidence that they are on the right track.

In Ontario, municipalities are required to have an approved asset management plan for all municipal infrastructure assets that identifies current levels of service and the cost of maintaining those levels of service under O. Reg. 588/17, Asset Management Planning for Municipal Infrastructure by July 1, 2024. The Natural Asset Management Roadmap Program is a great tool to help municipalities ensure they are meeting the proper criteria.

### More about the Natural Asset Management Roadmap Program

The NAI will deliver all aspects of the roadmap curriculum to participants including:

- Introductory Training Webinar on NAM
- Roadmap Workshop
- Coaching and support throughout the roadmap development process

Most local governments complete their roadmap within four months and find many great benefits to doing so including:

- Building awareness about NAM among a cross-functional staff group.
- Understand how your local government is considering natural assets in planning and delivering services.
- Completing a NAM roadmap that includes the actions they will take over the short to medium term to integrate NAM into their asset management practices.
- Learning from their peers and building a network helping to advance NAM.

### Getting Started is Easy

1. Visit [intactpublicentities.ca/natural-asset-management-roadmap-program](https://intactpublicentities.ca/natural-asset-management-roadmap-program) to complete and submit the Expression of Interest form. You'll be notified when an opening is available.
2. No cost if you're an IPE client, the roadmap and \$850 fee is included.
3. Have questions? Contact your company representative.

# Your Insurance Coverage

## Important Information

### General Information

The premium quoted is based on information provided at the date of this Report (the date is noted on the first page of this report/quotation). Additional changes to information are subject to satisfactory underwriting information and express approval by Intact Public Entities Inc. Changes in information and coverage may also result in premium changes.

For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings.

### Wildfire and Flood Exposures

Due to the high risk of wildfires and active floods, Intact Public Entities Inc. is taking a very conservative approach to such exposures/natural disasters. We are currently reviewing all risks to determine if any part of a risk is within 50km of an active wildfire or 15km of an active flood event.

### Quoting and Binding Coverage Restrictions

The quote provided is only valid for 60 days. Should you require an extension beyond the 60 days from the date of this report, you must contact an underwriter at Intact Public Entities Inc. for written confirmation that the quotation is still valid.

Coverage quoted cannot be bound unless expressly agreed to in writing by an underwriter at Intact Public Entities. Intact Public Entities Inc. reserves the right to decline to bind coverage.

Your marketing representative can assist in co-ordinating your correspondence with the correct underwriter for the account should you wish a quotation extension or are requesting coverage be bound.

## Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

### Casualty

Coverage Description	(\$) *Deductibles	(\$) Limit of Insurance
General Liability (Occurrence Form) <i>Broad Definition of Insured</i>	15,000	15,000,000 Per Claim No Aggregate
Voluntary Medical Payments		50,000 Per Person 50,000 Per Accident
Voluntary Property Damage		50,000 Per Occurrence 50,000 Annual Aggregate
Voluntary Compensation - Employees		50,000 Each Person 250,000 Annual Aggregate
Sewer Backup	15,000 Per Claimant	Included
Wrongful Dismissal (Legal Expense – Claims Made)	5,000	250,000 Per Claim 250,000 Aggregate
Forest Fire Expense		1,000,000 1,000,000 Aggregate
Abuse Liability – Claims Made Form	15,000	2,000,000 Per Claim 2,000,000 Aggregate
Abuse Liability Retroactive date: December 31, 2022		
Errors & Omissions Liability (Claims Made Form)	10,000	15,000,000 Per Claim No Aggregate
Non-Owned Automobile Liability		15,000,000
Legal Liability for Damage to Hired Automobiles	500	250,000
Environmental Liability (Claims Made Form)	10,000	2,000,000 Per Claim 4,000,000 Aggregate

\*Your deductible may be a Deductible and Reimbursement Clause (including expenses) refer to Policy Wordings

### Follow Form – Excess Liability Coverage Description

### (\$) Limit of Insurance

<b>Excess Limit</b>	10,000,000
<b>Underlying Policy</b>	<b>(\$) Underlying Limit</b>
General Liability	15,000,000
Abuse Exclusion Applies	
Errors & Omissions Liability	15,000,000
Non-Owned Automobile	15,000,000
Owned Automobile	15,000,000

**Total Limit of Liability (\$)** 25,000,000



## Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

### Crime

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Employee Dishonesty – Form A (Commercial Blanket Bond)		1,000,000
Loss Inside the Premises (Broad Form Money & Securities)		200,000
Loss Outside the Premises (Broad Form Money & Securities)		200,000
Audit Expense		200,000
Money Orders and Counterfeit Paper Currency		200,000
Forgery or Alteration (Depositors Forgery)		1,000,000
Computer and Transfer Fraud (Including Voice Computer Toll Fraud)		200,000

### Accident

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Board Members: Persons Insured Mayor, Deputy Mayor, and Three (3) Councillors		
Board Members Accidental Death & Dismemberment		250,000
Paralysis		500,000
Weekly Income – Total Disability		500
Weekly Income – Partial Disability		300
Accidental Death of a Spouse while Travelling on Business		Included
Volunteers Accidental Death & Dismemberment		50,000
Paralysis		100,000
Weekly Income – Total Disability		500
Weekly Income – Partial Disability		250

### Conflict of Interest

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Legal Fees Expenses		100,000 Per Claim No Aggregate

### Legal Expense (Claims Made)

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Legal Defence Cost		100,000 500,000 Aggregate

## Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

### Property

**Coverage is on an All Risk Basis unless otherwise specified. Basis of Settlement is Replacement Cost unless otherwise specified. The Deductible is on a Per Occurrence Basis.**

Coverage Description	(\$) Deductibles	Basis	(\$) Limit of Insurance
Property of Every Description - Blanket	15,000	RC	17,145,800
Scheduled Items	15,000		1,168,200
Coverage, Deductible and Basis of Settlement as per Schedule			
Excluded Item or Locations	Refer to Schedule		Refer to Schedule
<b>Property Supplemental Coverage</b>			
(Included in the Total Sum Insured unless otherwise specified in the wording)			
Building By-laws	15,000		10,000,000
Building Damage by theft	15,000		Included
Debris Removal	15,000		Included
Electronic Computer Systems			
Electronic Computer Hardware and Media	15,000		Included
Electronic Computer Systems Breakdown			Not Insured
Electronic Computer Systems – Extra Expense			Not Insured
Extra Expense Period of Restoration	15,000		90 Days
Expediting Expense	15,000		Included
Fire or Police Department Service Charges	15,000		Included
First Party Pollution Clean-up	15,000		1,500,000
Fungi and Spores	15,000		10,000
Furs, Jewellery and Ceremonial Regalia			
Ceremonial Regalia	15,000		Included
Furs and Jewellery	15,000		25,000
Inflation Adjustment	15,000		Included
Live Animals Birds or Fish	15,000		25,000
Newly Acquired Property	15,000		1,000,000
Professional Fees	15,000		Included
Property and Unnamed Locations	15,000		Included

Property Temporarily Removed Including while on Exhibition and during Transit	15,000	Included
Recharge of Fire Protection Equipment Expense	15,000	Included
Sewer Backup and Overflow	15,000	Included

### **Municipal & Public Administration Extension Endorsement**

(In Addition to the Total Sum Insured unless specifically scheduled in the wording)

Accounts Receivable	15,000	500,000
Bridges and Culverts	15,000	50,000
Buildings Owned due to Non Payment of Municipal Taxes	15,000	100,000
Buildings in the Course of Construction Reporting Extension By Laws – Governing Acts	15,000	1,000,000
	15,000	25,000
Consequential Loss Caused by Interruption of Services		
On Premises	15,000	Included
Off Premises	15,000	1,000,000
Cost to Attract Volunteers Following a Loss	15,000	10,000
Docks, Wharves and Piers	15,000	100,000
Errors and Omissions	15,000	Included
Exterior Paved Surfaces	15,000	50,000
Extra Expense	15,000	500,000
Fine Arts		
At Insured's Own Premises	15,000	25,000
On Exhibition	15,000	100,000
Fundraising Expenses	15,000	10,000
Green Extension	15,000	50,000
Growing Plants		
Any One Item	15,000	1,000
Per Occurrence	15,000	100,000
Ingress and Egress	15,000	Included
Leasehold Interest	15,000	25,000
Master Key	15,000	25,000
Peak Season Increase	15,000	25,000
Personal Effects	15,000	25,000
Property of Others	15,000	25,000
Rewards: Arson, Burglary Robbery and Vandalism	15,000	25,000
Signs	15,000	Included
Vacant Property	15,000	1,000,000
Valuable Papers	15,000	500,000

<b>Business Interruption</b>		
Rent or Rental Value	15,000	500,000
<b>Additional Endorsements</b>		
Virus and Bacteria Exclusion	Not Applicable	Included
<b>Other Endorsements</b>		
Demolition and Debris	15,000	79,000
<b>(\$) Total Amount of Insurance</b>		<b>21,063,000</b>
RC = Replacement Cost ACV = Actual Cash Value VAL = Valued		

## Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

### Equipment Breakdown (Advantage/BM31)

Coverage Description	(\$) Deductibles / Waiting Period	(\$) Limit of Insurance
Direct Damage	15,000	50,000,000 Per Accident
Extra Expense		500,000
Consequential Damage	15,000	50,000
Expediting Expense		Included
Hazardous Substances		500,000
Ammonia Contamination		500,000
Water Damage		500,000
Professional Fees		500,000
Interruption by Civil Authority		30 days
Errors and Omissions		500,000
Loss of Data		100,000
Selling Price		Included
By-Law Cover		Included
Off Premises Mobile Object		25,000
Brands and Labels		250,000
Environmental "Green" Coverage		250,000
Service Interruption		Included Within 2500 metres
Contingent Business Interruption		25,000
Public Relations Coverage		10,000
Gross Rents	24 Hours	500,000



## Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

### Owned Automobile

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
<b>Liability</b>		
Bodily Injury		15,000,000
Property Damage		Included
Accident Benefits		As stated in Section 4 of the Policy
Uninsured Automobile		As stated in Section 5 of the Policy

### Direct Compensation – Property Damage

\*This policy contains a partial payment of recovery clause for property damage if a deductible is specified for direct compensation-property damage.

### Loss or Damage\*\*

Specified Perils (excluding Collision or Upset)

Comprehensive (excluding Collision or Upset)

Collision or Upset

All Perils	10,000	Included
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### Endorsements

Fire Department Vehicles	Included
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Replacement Cost	Included
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#21B - Blanket Fleet Coverage	50/50
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\* This policy contains a partial payment of loss clause.

A deductible applies for each claim except as stated in your policy.

### Account Premium

Prior Term	Total Annual Premium (Excluding Taxes Payable)	\$ 308,523	Total Annual Premium (Excluding Taxes Payable)	\$ 332,280
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\*Please refer to the insurance contract for all limits, terms, conditions and exclusions that apply.

The premium Quoted is subject to a 15% minimum retained (unless otherwise stated).

# Cost Analysis

	Expiring Program Term	Renewal Program Term
<b>Casualty</b>		
General Liability	\$ 183,248	\$ 193,436
Errors and Omissions Liability	5,222	5,744
Non-Owned Automobile Liability	206	216
Environmental Liability	3,978	4,216
Crime	1,366	1,434
Board Members Accident	319	335
Volunteers' Accident	206	216
Conflict of Interest	309	324
Legal Expense	973	1,022
<b>Property</b>		
Property	46,085	52,842
Equipment Breakdown	2,096	2,206
<b>Automobile</b>		
Owned Automobile	61,327	66,846
<b>Excess</b>		
Follow Form- 1 <sup>st</sup> layer	3,188	3,443
<b>Total Annual Premium</b>	\$ 308,523	\$ 332,280
(Excluding Taxes Payable)		

# Changes to Your Insurance Program

For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings.

Please be advised of the following changes to your insurance program that now apply:

## PFAS Exclusion

Effective December 31, 2022, IPE will exclude coverage for Perfluoroalkyl, Polyfluoroalkyl or other perfluorinated or polyfluorinated chemicals and compounds known as (PFAS) on municipal casualty business as follows:

- Liability
- Errors and Omissions Liability
- Environmental Liability
- Accidental Injury, Death and Dismemberment, Firefighters' Accident Benefits; Critical Illness; and
- Excess Liability

PFAS are often referred to as 'forever chemicals', a collection of synthetic chemicals that are extremely difficult to breakdown. For many years, PFAS substances have been used in a wide range of consumer and industrial products including foam used for fire fighting.

With increasingly greater regulatory attention and increased litigation across North America, insurers and reinsurers are adding this type of exclusion to their respective policy wordings as the exposure is deemed unquantifiable at this time.

Your renewal will reflect this change.

## Automobile Policy

As per guidelines, 21B has been amended from Pro-Rata to 50/50 at renewal.

## Property Policy

### Schedule of Bridges

- Bridges and Culverts Limit on the Property Extension is currently \$50,000 subject to \$15,000 policy deductible only for Bridges and Culverts not exceeding one hundred (100) feet, or thirty-one (31) metres in length. This comes at no additional cost.
- If higher limit is required to include the listed bridges, we would have to quote to add Bridges onto our Bridge Endorsement. The Culverts coverage would remain under the extension, and we'd list each culvert on our schedule for reference. In order to quote, we would need updated Bridge and Culverts reports due to their age to assess coverage available.

### Equipment Updates

As per new guidelines, we have amended equipment based on the age of the equipment. Anything 5-15 years old have been amended to Scheduled, and anything over 15 years of age or without a year built included in description have been amended to Scheduled/Actual Cash Value.

### Building Values Increased

- Building values have been increased in order to reflect inflationary trends.

### Building Bylaws and Newly Acquired Property Update

- Please be advised, we will no longer be showing "Included" for these coverages. A specific limit will now be shown.
- Newly Acquired Property will no longer be included in the Total Insured Value.

### Building By-Laws

The Building By-Laws limit has been amended from Included to \$10,000,000 at renewal.

### Newly Acquired Property

The Newly Acquired Property limit has been amended from Included to \$1,000,000 at renewal.

## Equipment Breakdown

- Your **Equipment Breakdown Advantage Policy** is now provided by Intact Insurance Company as the Insurer. For additional information please refer to the document within this report entitled: Notice to Insureds Changes to your Equipment Breakdown Advantage Policy.

## Form GNGX408 – Lloyd's Additional Conditions

- As per regulations, this new form has been amended to include a Service of Suit clause outlining the process for bringing suit against Underwriters and contains updated Lloyd's contact information. In addition, minor updates to the wording have been made however intent remains the same. Please review your wordings for full details.

## NOTICE TO THE INSURED

### CHANGES TO YOUR EQUIPMENT BREAKDOWN ADVANTAGE POLICY

Your **Equipment Breakdown Advantage Policy** is now provided by Intact Insurance Company as the Insurer. The new policy aims to offer broad coverage for damage to electronic equipment, mechanical equipment, and production machinery. Due to changes in carriers, the structure of the wording, definitions, limitations and exclusions are different however we have endeavoured to make the change seamless and are providing a comparable product.

**The information contained in this document provides general information only, for complete information refer to your Declarations, Summary of Coverages and all wordings forming part of your policy.**

We strongly encourage you to review your policy with your broker.

#### **COVERAGE ADDITIONS AND ENHANCEMENTS** include:

- **Broad Buried Cable/Piping Coverage** - Is now covered through a return of coverage when such piping is in a conduit beneath the surface of the ground;
- **Errors or Omissions** - In the event of any unintentional error or omission in the statements of values that you file with us or in the description of the insured property, we shall indemnify you subject to a maximum recovery of **\$500,000** in respect of any one breakdown;
- **Loss of Data** - If data is lost or damaged, we will pay, up to the amount of **\$100,000** in respect of any one breakdown;
- **Service Interruption** - Coverage will apply if there is a breakdown of equipment not owned or operated which is situated on or within a **2500** metre radius of the premises which is increased from the previous 1000 metres;
- **Brands & Labels Limit Increase** - We shall indemnify you, subject to a maximum of **\$250,000** in respect to any one breakdown;
- **Selling Price** - Coverage for your finished manufactured products or your merchandise is Included where previously no coverage was available charges to which these manufactured products or merchandise would have been subject had no loss occurred;
- **Off-Premises Portable Objects Limit Increase** - We will pay, up to a maximum of **\$25,000** in respect of any one breakdown;
- **Public Relations** - We will pay, up to an amount of **\$10,000** in respect of any one breakdown;
- **Environmental "GREEN" Improvements** - If the equipment requires replacement due to a breakdown, we will pay you additional costs to replace your equipment with one that is better for the environment, and more efficient than the equipment being replaced. We will not pay more than **125% to a maximum amount of \$250,000** in respect of any one breakdown of what the cost would have been to replace with like kind, capacity, size, quality and function.

#### **COVERAGE REDUCTION** includes:

- **New Acquisitions** - This Extension of Coverage under your new Policy now extends for a period of **180 days only** (or to the date such location is added to your Policy by endorsement, or until the expiry date of your Policy, whichever occurs first). While there is a reduction in the time period, your new Policy provides up to the policy limit for **both Business Interruption and Property Damage**.
- **Data Compromise and Identity Recovery Coverage** are no longer coverages offered under the Equipment Breakdown policy offering.

#### **ADDITIONAL QUESTIONS**

We truly believe that you will appreciate the greater flexibility and solid protection your new **Equipment Breakdown Advantage** Form provides. The above is only an overview of the changes, please read your new policy wording carefully and keep it in a safe place, along with this notice and your insurance contract.

If you wish to review your policy coverage with an insurance professional or if you have any other questions, please contact your insurance broker - your best source for information and advice.



# Program Options

Intact Public Entities offers a comprehensive insurance program. Outlined below are the program options, followed by your current coverage highlights.

## Crime Coverage – Other Optional Coverages

- Other Optional Coverages are also available. See attached Crime Cover Options page for further details.
- Quote is available on request (completed application is required).

## Crime Coverage – Fraudulently Induced Transfer Coverage

- Fraudulently Induced Transfer Coverage is now available. Covers a loss when an Insured under the policy has been intentionally misled by someone claiming to be a vendor, client or another employee of the company and the Insured has transferred, paid or delivered money or securities to this third party.
- For coverage information and available options refer to the Fraudulently Induced Transfer Endorsement Coverage Highlights Sheet.

## Property Coverage – Income Replacement

- Income can change from year to year so it is important to annually review your Business Interruption needs.
- Higher limits or Optional Coverages to protect your income are available.
- All income producing facilities need to be considered (e.g. arenas, pools, libraries, community halls etc.)

## Remotely Piloted Aircraft Systems (UAV) Coverage

- Property and/or Liability Cover may be available for Remotely Piloted Aircrafts (UAV).
- Application required to quote.
- For Coverage information refer to the Remotely Piloted Aircraft (UAV) Highlight Sheet.



# Description of Coverage

Intact Public Entities offers a Comprehensive Insurance Program to meet your needs.

"Your Insurance Coverage" provides a schedule of proposed coverages, limits and deductibles included in this proposal.

Highlights of coverage follow providing a summary of coverage. Highlight pages may include description of optional coverages.

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# Municipal Liability Coverage Highlights

## Overview

We are specialists at insuring Municipal & Public Administrations. Our liability wording has been specially designed to meet the unique needs of these types of risks.

## Coverage

- Limits up to \$50,000,000 Available.
- Occurrence coverage with No General Aggregate.
- Territory – World-wide for all coverage.
- Products and Completed Operations – liability arising out of the Insured's operations conducted away from the Insured's premises once those operations have been completed or abandoned.
- Bodily Injury including coverage for assault and battery.
- Personal Injury coverage - broad coverage (including advertising coverage) for acts that violate or infringe on the rights of others.
- Liquor Liability for bodily injury or property damage imposed upon an Insured by a Liquor Liability Act.
- Blanket Contractual for liability assumed by the Insured in contracts, whether reported to the insurer or not.
- Products Liability - legal liability incurred by an Insured because of injury or damage resulting from a product's exposure.
- Professional/Malpractice Liability including for bodily injury or property damage from professional exposures.
- Employers Liability providing coverage for liability to employees for work-related bodily injury or disease, other than liability imposed on the Insured by a workers compensation law.
- Sewer backup Liability
- Watercraft Liability - full coverage with no restrictions.
- Tenants legal liability
- Cross Liability
- Broad Definition of Insured.

## Common Endorsements

In addition to the base wording, we have many optional endorsements to tailor coverage for individual accounts including:

- Wrongful Dismissal (Legal Expense)
- Forest Fire Expense
- Marina Liability Extension
- Sexual Abuse Therapy and Counselling Extension for long term care homes.
- Other endorsements specifically crafted for a particular exposure.

## Coverage is Provided for Unique Exposures

- Products and Completed Operations Aggregate Limit may come into play for exposures such as road maintenance, snow removal, garbage collection / waste disposal, street cleaning or other duties that the Insured Municipality has to perform on behalf of third parties.
- Assault and battery coverage is imperative when there are security exposures (e.g. police).
- Products exposures such as utilities (e.g. water) are covered.
- Full Malpractice including Medical Malpractice as well as professional exposures are covered.
- Professional exposures include those such as medical, engineering, design errors or building inspection operations.

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# Municipal & Public Administration Errors and Omissions Liability Coverage Highlights

## Municipal & Public Administration Errors and Omissions Insurance

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Municipal & Public Administration Errors and Omissions Insurance (E&O) Coverage protects risks from civil litigation caused by allegations of professional negligence or failure to perform professional duties. Errors and Omissions focuses on providing coverage when there is financial loss to a third party (rather than bodily injury or property damage as general liability does).

### Features

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<b>Limits</b>	Typically limits follow that of our Liability. We have the availability to offer up to \$50,000,000.
<b>Defence Costs</b>	Over and above the Limit of Insurance. Whether a potential claim is baseless, or not, mounting legal expense can have serious monetary consequences for an Insured.
<b>No Annual Aggregate</b>	With higher out of court settlements and increased damage awards, large or even a series of small claims can quickly erode an annual aggregate limit.
<b>Claims Made Policy</b>	Pays for claims occurring and reported during the policy period. Our policy provides retroactive coverage (no date need be specified) and stipulates that a claim is first known only when written notice is first received.
<b>Claims Definition</b>	The definition of claim also includes arbitration, mediation or alternative dispute resolution proceedings.
<b>Insured Definition</b>	Includes Councilors, Statutory Officers, Council Committees, Firefighters, Employees and Volunteers.

### Coverage Is Provided For Unique Exposures

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<b>Insurance</b>	No exclusion for failure to procure or maintain adequate insurance bonds or coverage (e.g. construction projects).
<b>Benefit Plans</b>	Errors or Omissions in administering Employee Benefit Plans are covered.
<b>Misrepresentations</b>	Municipal governments are required to provide information with respect to local matters and must ensure the information which is provided is accurate, true and not misleading. Our definition of a Wrongful Act covers misstatements or misleading statements
<b>Other Specialists and Services</b>	Covers errors or omissions when they are rendered in connection with operations that are typical of public sector such as those of building inspections, zoning, planning, developing or regulating by-laws. Officials and employees acting in good faith are often times the subject of lawsuits.

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# Non-Owned Automobile Coverage Highlights

## Overview

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Non-Owned and hired automobile liability insurance covers bodily injury and property damage caused by a vehicle not owned by the Insured (including rented or borrowed vehicles). Coverage is provided for Third Party Liability arising from the use or operation of any automobile not owned or licensed in the name of the Insured if it results in bodily injury (including death), property damage (if the property was not in possession of the Insured) to a third party.

## Features

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### SEF No. 96 Contractual Liability:

- When renting a vehicle you engage in a contractual relationship with the rental company where you assume liability for the operation of the automobile. It is therefore important that contractual coverage is added to the policy by way of an endorsement known as SEF (Standard Endorsement Form) No. 96. Contractual Liability coverage is automatically provided for all written contractual agreements with our Non-Owned Automobile coverage.

### SEF No. 99 Long Term Lease Exclusion:

- When Contractual Liability is provided under the policy there is also an exclusion for Long Term Leased vehicles SEF No. 99. This excludes coverage for vehicles hired or leased for longer than a certain period such as 30 days.

### Territory:

- The Non-Owned Automobile policy provides coverage while in Canada and United States.

### Termination Clause:

- The standard termination clause has been amended in that the Insured may still provide notice of cancellation at any time, however, the Insurer must provide ninety days' notice of cancellation to the Insured rather than the standard 15 or 30 days.

### SEF No. 94 Legal Liability (Physical Damage) to a Hired/Rented Automobile:

- We automatically provide coverage for damage to a vehicle that you have hired or rented. Coverage is provided via endorsement SEF No. 94. We automatically provide 'All Perils' coverage. The limit of coverage will vary per client.

## Additional Information

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Courts have repeatedly held that when an automobile is used on a person's behalf or under a person's direction, that person (or entity) has a responsibility for the operation of the automobile and may be held liable for damages in the event of an accident even though he or she is not the owner or driver of the vehicle. This common law principle has been supported by a number of court decisions making an employer responsible for the use and operation of an automobile when an employee is operating an automobile (not owned by the employer) while being used for the employer's business.

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# Environmental Coverage Highlights

## Overview

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Pollution incidents are a significant risk that can result in serious harm to public health and safety as well as to the environment.

We provide pollution liability insurance for claims for third party bodily injury and property damage. Coverage is provided on a blanket basis resulting from pollution conditions on or migrating from premises owned, occupied, rented or leased by the insured that are discovered and are reported during the policy period. The policy responds to events that are gradual in nature as well as those that are sudden and accidental, causing third party damage whether pollutants are released on land, into the atmosphere or in the water.

## Features

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### Defence Costs

- Our Defence costs are over and above the limit of insurance and will respond even if allegations are groundless or false.

### Storage Tanks

- Seepage or leakage from both above and below ground storage tanks are covered without being specifically listed on the policy.

### Territory

- Worldwide territory.

### Limits of Insurance

- Both a 'per incident' and an 'aggregate' limit is applicable.

## Additional Information

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Environmental exposures pose an imminent and substantial threat to public health, safety or welfare or to the environment. Exposures could stem from: wastewater treatment plants, electric utility plants, construction sites, flood and rainwater runoff or retention basins, underground fuel storage tanks, herbicides, pesticides, and fertilizers, road salts and chemicals used to de-ice roads and bridges, contaminated waste from medical facilities or health clinics, marina's, fire-fighting chemicals or even contaminated swimming pools.

An environmental exposure arising from sewers is covered under our liability.

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# Crime Coverage Highlights

## Overview

Our crime coverage is one of the broadest and most flexible in the industry. An Insured may elect to purchase any or all of the Standard Crime Coverage we have available. In addition to the Standard crime coverage the Insured may elect to also purchase any of our Optional Coverages.

### Optional Crime Coverage Includes:

- Extortion Coverage (Threats to persons and property).
- Pension or Employment Benefit Plan coverage.
- Residential Trust Fund Coverage.
- Credit Card Coverage.
- Client Coverage (Third Party Bond).
- Fraudulently Induced Transfer Coverage (otherwise known as Social Engineering). *Separate Coverage Highlights Sheet for Fraudulently Induced Transfer Coverage is available.*

For more information on our Optional Coverage refer to our **Crime Coverage Options Highlight Sheet**.

## Features of Our Standard Crime Coverage

Below is a brief description of the Standard Crime Coverage an Insured may elect to purchase:

### Employee Dishonesty – Form A Commercial Blanket Bond

- This protects the employer from financial loss due to the fraudulent activities of an employee or group of employees. The loss can be the result of theft of money, securities or other property belonging to the employer.

### Loss Inside and Loss Outside the Premises (Broad Form Money and Securities)

- Covers loss by theft, disappearance, or destruction of the Insured's money and securities inside the Insured's premises (or Insured's bank's premises) as well as outside the Insured's premises while in the custody of a messenger.

### Money Orders and Counterfeit Paper Currency

#### Covers Loss

- Due to acceptance of a money order that was issued (or is purported to have been issued) by a post office or express company; and
- From the acceptance of counterfeit paper currency of Canada or the United States.

### Forgery and Alteration

- Covers loss due to dishonesty from a forgery or alteration to a financial instrument (cheque, draft or promissory note).

### Audit Expense

- Coverage for the expenses that are incurred by the Insured for external auditors to review their books in order to establish the amount of a loss. This is a separate limit of insurance.

### Computer and Transfer Fraud (Including Voice Computer Toll Fraud)

- Loss caused when money, securities, or other property is transferred because of a fraudulent computer entry or change. The entry or change must be within a computer system that the Insured owns (and on their premises).
- Loss caused when money or securities are transferred, paid, or delivered from the Insured's account at a financial institution based on fraudulent instructions (at the financial institutions premises).
- Voice computer toll fraud covers the cost of long distance calls if caused by the fraudulent use of an account code or a system password.

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# Board Members' (Including Councillors') Accidental Death and Dismemberment Coverage Highlights

<b>D&amp;D and Paralysis Limits</b>	<b>Option 1</b>	<b>Option 2</b>
Accidental Death or Dismemberment (including loss of life and heart attack coverage)	\$100,000	\$250,000
Paralysis Coverage – 200% of Accidental Death and Dismemberment Limit		
Permanent Total Disability - Accidental Death and Dismemberment Limit		

<b>Weekly Indemnity</b>	<b>Option 1</b>	<b>Option 2</b>
Total Loss of Time	\$300	\$500
Partial Loss of Time	\$150	\$300

## **Accident Reimbursement - \$15,000**

Chiropractor	Crutches <sup>†</sup>
Podiatrist/Chiropodist	Splints <sup>†</sup>
Osteopath	Trusses <sup>†</sup>
Physiotherapist	Braces (excludes dental braces) <sup>†</sup>
Psychologist	Casts <sup>†</sup>
Registered or Practical Nurse	Oxygen Equipment – Iron Lung
Trained Attendant or Nursing Assistant <sup>‡</sup>	Rental of Wheelchair
Transportation to nearest hospital <sup>†</sup>	Rental of Hospital Bed
Prescription drugs or Pharmaceutical supplies <sup>‡</sup>	Blood or Blood Plasma <sup>‡</sup>
Services of Physician or Surgeon outside of the province	Semi Private or Private hospital room <sup>‡</sup>

<sup>†</sup>Maximum \$1,000 per accident. <sup>‡</sup>If prescribed by physician

## **Dental Expenses**

Dental Expenses	\$5,000
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## **Occupational Retraining – Rehabilitation**

Retraining – Rehabilitation for the Named Insured	\$15,000
Spousal Occupational Training	\$15,000

## **Repatriation**

Repatriation Benefit (expenses to prepare and transport body home)	\$15,000
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## **Dependent Children – Per Child**

Dependent Children's Education (limit is per year- maximum 4 years)	\$10,000
Dependent Children's Daycare (limit is per year- maximum 4 years)	\$10,000

## **Transportation/Accommodation**

### **(When Treatment Is Over 100km From Residence)**

Transportation costs for the Insured when treatment is over 100km from home.	\$1,500
Transportation and accommodation costs when Insured is being treated over 100km from home.	\$15,000

## **Home Alternation and Vehicle Modification**

Expenses to modify the Insured's home and/or vehicle after an accident.	\$15,000
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## **Seatbelt Dividend**

10% of Principal Sum	\$25,000
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## **Funeral Expense**

Benefit for loss of life	\$10,000
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### Identification Benefit

Benefit for loss of life	\$5,000
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### Eyeglasses, Contact Lenses and Hearing Aids

When Insured requires these items due to an accident.	\$3,000
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### Convalescence Benefit – Per Day

Insured Coverage	\$100
One Family Member Coverage	\$50

### Workplace Modification Benefits

Specialized equipment for the workplace.	\$5,000
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### Elective Benefits

#### Complete Fractures

Skull	\$ 5,200	Foot & Toes	\$ 2,200
Lower Jaw	\$ 2,800	Two or More Ribs	\$ 1,900
Collar Bone	\$ 2,800	Colles' fracture	\$ 2,800
Shoulder Blade	\$ 3,500	Potts' fracture	\$ 3,400
Shoulder Blade complications	\$ 3,700	<b>Dislocation</b>	
Thigh	\$ 4,600	Shoulder	\$ 2,200
Thigh/hip joints	\$ 4,600	Elbow	\$ 2,200
Leg	\$ 3,500	Wrist	\$ 2,500
Kneecap	\$ 3,500	Hip	\$ 4,600
Knee/joint complications	\$ 4,000	Knee	\$ 3,500
Hand/Fingers	\$ 2,200	Bones of Foot or Toe	\$ 2,500
Arm (between shoulder & elbow)	\$ 4,600	Ankle	\$ 2,800
Forearm (between wrist & elbow)	\$ 2,800		

### Aggregate Limit

Aggregate Limit only applicable when 2 or more board members are injured in same accident.	\$ 2,500,000
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### Coverage Extensions

- Standard coverage is applicable while the Insured is 'On Duty'. Coverage for Accidents that may occur 24/7 may be purchased.
- Accidental Death of a Spouse While Travelling on Business is automatically included when this coverage is purchased. This endorsement provides for Accidental Death of a spouse when the spouse is travelling with an Insured Person on business. Coverage applies while travelling to or from such an event and /or if the loss of life occurs within one year of the accident.
- When Board Members' Accidental Death and Dismemberment Coverage is purchased, the Insured also has the option to purchase Critical Illness Coverage.

### Additional Information

- Loss of life payments up to 365 days from date of Accident or if permanently disabled up to 5 years.
- Weekly Indemnity coverage pays in addition to Elective Benefits.
- Weekly Indemnity payments take other income sources into consideration (e.g. automobile, CPP, group plans).
- Coverage is applicable to Insured 80 years of age or under.

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# Volunteers' Accidental Death and Dismemberment Coverage Highlights

## AD&D and Paralysis Limits

Accidental Death or Dismemberment	\$50,000
Paralysis Coverage – 200% of Accidental Death and Dismemberment Limit	\$100,000

## Weekly Indemnity

Total Loss of Time	\$500
Partial Loss of Time	\$250

† Volunteer must be gainfully employed immediately prior to an accident for weekly indemnity benefits

## Accident Reimbursement - \$15,000

Chiropractor	Crutches†
Podiatrist/Chiropodist	Splints†
Osteopath	Trusses†
Physiotherapist	Braces (excludes dental braces) †
Psychologist	Casts†
Registered or Practical Nurse	Oxygen Equipment – Iron Lung
Trained Attendant or Nursing Assistant‡	Rental of Wheelchair
Transportation to nearest hospital†	Rental of Hospital Bed
Prescription drugs or Pharmaceutical supplies‡	Blood or Blood Plasma†
Services of Physician or Surgeon outside of the	Semi Private or Private hospital room‡

†Maximum \$1,000 per accident. ‡If prescribed by physician.

## Dental Expenses

Dental Expenses	\$5,000
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## Occupational Retraining – Rehabilitation

Retraining – Rehabilitation for the Volunteer	\$15,000
Spousal Occupational Training	\$15,000

## Repatriation

Repatriation Benefit (expenses to prepare and transport body home)	\$15,000
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## Dependent Children – Per Child

Dependent Children's Education (limit per year- maximum 4 years)	\$10,000
Dependent Children's Daycare (limit per year- maximum 4 years)	\$10,000

## Transportation/Accommodation (When Treatment Is Over 100km From Residence.)

Insured Coverage	\$1,500
Family Member	\$15,000

## Home Alteration and Vehicle Modification

Expenses to modify the Insured's home and/or vehicle after an accident.	\$15,000
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**Seatbelt Dividend**

10% of Principal Sum when proof of wearing a seatbelt.	\$5,000
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**Funeral Expense**

Benefit for loss of life.	\$10,000
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**Identification Benefit**

Transportation and accommodation costs for family member to identify Insured's remains.	\$5,000
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**Eyeglass, Contact Lenses and Hearing Aids**

When Insured requires these items due to an accident.	\$3,000
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**Convalescence Benefit – Per Day**

Confined to hospital.	\$100
Outpatient.	\$ 50

**Workplace Modification Benefits**

Specialized equipment for the workplace.	\$5,000
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**Aggregate Limit**

Aggregate Limit only applicable when 2 or more volunteers are injured in same accident.	\$ 1,000,000
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**Additional Information**

- Loss of life payments up to 365 days from date of Accident Weekly Indemnity payments take other income sources into consideration (e.g. automobile, CPP, group plans).
- Coverage is applicable to Insured 80 years of age or under.
- Coverage is afforded to the Volunteer only when they are 'On Duty'.

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# Conflict of Interest Coverage Highlights

## Overview

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Conflict of Interest can be described as a situation in which public servants have an actual or potential interest that may influence or appear to influence the conduct of their official duties or rather divided loyalties between private interests and public duties.

Conflict of Interest coverage provides protection for the cost of legal fees and disbursements in defending a charge under the Municipal Conflict of Interest Act (or other similar Provincial Legislation in the respective province of the Insured).

## Features

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Coverage is offered as a standalone coverage providing the client a separate limit of insurance that is not combined with any other coverage such as legal expense coverage.

- Per Claim Limit only – No Annual Aggregate.
- Coverage provided on a Reimbursement Basis.

## Coverage Description

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Coverage is provided for legal costs an Insured incurs in defending a charge under the Provincial Conflict of Interest Act if a court finds that:

- There was no breach by the Insured; or
- The contravention occurred because of true negligence or true error in judgment; or
- The interest was so remote or insignificant that it would not have had any influence in the matter.

## Additional Information

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Coverage is provided for elected or appointed members of the Named Insured including any Member of its Boards, Commissions or Committees as defined in the 'Conflict of Interest Act' while performing duties related to the conduct of the Named Insured's business.

Conflict of Interest coverage is applicable to only those classes of businesses that are subject to the Municipal Conflict of Interest Act (or other similar Provincial legislation in the respective province of the Insured).

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# Legal Expense Coverage Highlights

## Coverage Features

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We offer comprehensive Legal Expense Coverage to protect an Insured against the cost of potential legal disputes arising out of your operations.

- Coverage will pay as costs are incurred.
- Broad Core Coverage.
- Optional Coverage.
- Coverage for Appeals for Legal Defence Costs and any Optional Coverage purchased.
- Unlimited Telephone Legal Advice and access to Specialized Legal Representation in event of legal disputes.
- Additional Optional Coverage available.
- Broad Definition of Insured including managers, employees and volunteers.

## Broad Core Coverage

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The core coverage provides Legal Defence Costs for:

- Provincial statute or regulation (including human rights tribunals).
- Criminal Code Coverage when being investigated or prosecuted. Coverage is applicable whether pleading guilty or a verdict of guilt is declared.
- Civil action for failure to comply under privacy legislation.
- Civil action when an Insured is a trustee of a pension fund for the Named Insured's employees.

## Optional Coverage

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In addition to the Core Coverage an Insured can mix and match any of the following Optional Coverage:

- Contract Disputes and Debt Recovery
- Statutory License Protection
- Property Protection
- Tax Protection

## Limits and Deductibles

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- Coverage is subject to an Occurrence and an Aggregate Limit.
- The Core Coverage is typically written with no deductible however a deductible may be applied to Optional Coverage.

## Exclusions

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- Each Insuring Agreement is subject to Specific Exclusions and Policy Exclusions.
- Municipal Conflict of Interest Act (or other similar provisions of other Provincial legislation) is excluded.  
\* Conflict of Interest Coverage may be provided under a separate policy for eligible classes of business.

## Telephone Legal Advice and Specialized Legal Representation

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- General Advice (available from 8 am until 12 am local time, 7 days a week).
- Emergency access to a Lawyer 24 hours a day, 7 days a week.
- Services now automatically include the option of using an appointed representative from a panel of Lawyers with expertise in a variety of areas.

## Client Material and Wallet Card

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- The 'Legal Expense Important Information' wording attached to each policy explains the steps that are to be taken in event of a claim.
- A wallet card is now attached to the policy which the Named Insured can copy & distribute to each Insured (e.g. managers, employees, etc.).

The information provided by Intact Public Entities Inc. is intended to provide general information only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage. Intact Design® is a registered trademark of Intact Financial Corporation. All other trademarks are properties of their respective owners. TM & © 2023 Intact Public Entities Inc and/or its affiliates. All Rights Reserved.

# Property Coverage Highlights

## Overview

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Property insurance is about planning for the unexpected and protecting your physical assets in order to minimize your business disruption should a loss occur. It is important that your property insurance includes broad coverage to protect these assets (e.g. buildings and other property you own, lease or are legally liable for) from direct physical loss.

We will work closely with you to customize a property coverage solution. We cover a wide variety of property, including buildings, inventory and supplies, office furniture and fixtures, computers, electronics, equipment (including unlicensed mobile equipment, maintenance and emergency equipment) and other unique property.

The Intact Public Entities property wording is flexible and adaptable. Your policy will be comprised of a Base Property Wording and a Municipal & Public Administration Extension of Coverage Endorsement as well as any miscellaneous or specific endorsements to tailor coverage to meet your needs.

## Features and Benefits

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Features and Benefits include:

- Coverage is typically written on an all-risk basis including replacement cost.
- Our standard practice is to write property on a Property of Every Description (POED) or blanket basis, however, coverage can be scheduled separately if required.
- We have two Deductible Clauses: A standard Deductible Clause and a Dual Policy Deductible Clause. The Dual Policy Deductible clause states how a deductible will be applied when there is both an automobile policy and a property policy involved in the same loss (when both policies are written with Intact Public Entities)
- Worldwide Coverage
- Unlicensed Equipment (e.g. Contractors Equipment): Automatically includes Replacement Cost as the basis of settlement regardless of age. This can be amended to an Actual Cash Value (ACV) or Valued basis if required (applicable only if the Insured owns the unlicensed equipment)
- Flood and Earthquake coverage are available

## Supplemental Coverage Under the Base Property Wording

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The Base Property Wording automatically includes numerous Supplemental Coverages such as:

- |   |   |
|---|---|
| • Building Bylaws   | • Furs, Jewellery and Ceremonial Regalia  |
| • Building Damage by Theft  | • Inflation Adjustment  |
| • Debris Removal Expense  | • Live Animals, Birds or Fish   |
| • Electronic Computer Systems   | • Newly Acquired Property   |
| • Expediting Expense  | • Professional Fees   |
| • Fire or Police Department Service Charges   | • Property at Unnamed Locations   |
| • First Party Pollution Clean-Up Coverage   | • Property Temporarily Removed including while on Exhibition and during Transit |
| • Fungi (covers the expense for any testing, evaluating or monitoring for fungi or spores required due to loss) | • Recharge of Fire Protective Equipment   |
|   | • Sewer Back Up and Overflow  |

**Note:** The Supplemental Coverage does not increase your Total Sum Insured in most cases.

## Municipal & Public Administration Extensions of Coverage Endorsement

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Each Extension of Coverage has an individual Limit of Insurance and will be shown on the Summary of Coverage/Declarations Page.

The Limit of Insurance for each Extension of Coverage is over and above the Total Sum Insured (unless shown as 'included' on the declarations or otherwise stipulated within the wording).

- Accounts Receivable
- Bridges and Culverts
- Building Coverage Owned Due to the Non Payment of Municipal Taxes – *Named Perils Coverage applies.*
- Building(s) in the Course of Construction Reporting Extension
- By Laws – Governing Acts
- Consequential Loss caused by Interruption of Services
- Cost to Attract Volunteers Following a Loss
- Docks, Wharves and Piers
- Errors and Omissions
- Exterior Paved Surfaces
- Extra Expense
- Fine Arts at Own Premises and Exhibition Site
- Fundraising Expenses
- Green Extension
- Growing Plants
- Ingress and Egress
- Leasehold Interest
- Master Key
- Peak Season Increase
- Personal Effects
- Property of Others
- Rewards: Arson, Burglary, Robbery and Vandalism
- Signs
- Vacant Properties – *Named Perils Coverage applies on an Actual Cash Value basis.*
- Valuable Papers

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# Equipment Breakdown Advantage Highlights

## Overview

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Property policies typically exclude losses that Equipment Breakdown Insurance is designed to cover.

Equipment Breakdown Coverage insures against losses (property damage and business interruption) resulting from 'accidents' (as defined in the wording) to various types of equipment such as pressure, mechanical, electrical and pressure equipment. Coverage also extends to electronic equipment for 'electronic circuitry impairment'. Coverage typically extends to production machinery unless specifically excluded.

## Features

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Coverage is extended to pay for:

**Property Damage:** The cost to repair or replace damaged equipment or other covered property, including computers, due to a covered accident.

**Business Income:** The loss of business income due to an interruption caused by a covered accident from the date of loss until such equipment is repaired or replaced or could have been repaired or replaced plus additional time to allow your business to become fully operational.

**Extra Expense:** Additional costs (e.g., equipment rental) you incur after a covered loss to maintain normal operations.

**Expediting Expenses:** The cost of temporary repairs or to expedite permanent repairs to restore business operations.

**Service Interruption:** Business income and extra expense resulting from a breakdown of equipment owned by a supplier with whom the Insured has a contract to supply a service. If there is no contract, the equipment must be within 2500 metres of the location.

**Data Restoration:** The restoration of data that is lost or damaged due to a covered loss.

**By laws:** The additional costs to comply with building laws or codes.

**Other Coverage:** Spoilage, Hazardous Substances, Ammonia, Water damage, Professional Fees, Errors and Omissions, Newly Acquired Locations or Civil Authority

## Coverage Automatically Includes:

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**Microelectronics Coverage:** Provides insurance when physical damage is not detectable or when firmware or software failure causes non-physical damage. Triggered when covered equipment suddenly stops functioning as it had been and that equipment or a part containing electronic circuitry must be replaced.

**Service Interruption:** Pays for business interruption and extra expense when your cloud computing service provider experiences an outage due to an equipment breakdown.

**Off Premises Objects:** Extends coverage to transportable equipment anywhere in North America.

**Brands and Labels:** Pays for the cost of removing labels or additional cost of stamping salvaged merchandise after a loss.

**Equipment Upgrade:** Pays for any increase in the replacement of new equipment that is capable of performing the same functions that may include technological improvements, 25% max of \$250,000.

**Selling Price:** Pays for regular cash selling price at the time of loss of such manufactured products or merchandise at the location

## Other Benefits

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**Public Relations Coverage:** (when business income coverage is purchased other than extra expense) pays for public relations assistance to help manage your reputation that may be damaged by business interruption or data loss.

**Contingent Business Interruption:** (when business income coverage is purchased other than extra expense) pays for Business Income resulting from a covered accident to property not owned, operated or controlled by the Insured.

## Additional Information

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Intact automatically provide inspection services for boilers and pressure vessels to satisfy the provincial inspection requirements on our behalf.

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# Owned Automobile Coverage Highlights

## Overview

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We can provide mandatory automobile coverage for all licensed vehicles owned and/or leased by the Insured.

## Features

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### Third-Party Liability Coverage:

- Coverage is provided for Third Party Liability (bodily injury and property damage) protecting you if someone else is killed or injured, or their property is damaged. It will pay for claims as a result of lawsuits against you up to the limit of your coverage, and will pay the costs of settling the claims. Coverage is for licensed vehicles you own and/or leased vehicles.

### Standard Statutory Accident Benefits Coverage:

- We automatically provide standard benefits if you are injured in an automobile accident, regardless of who caused the accident. Optional Increased Accident Benefits Coverage is available upon written request.

### Optional Statutory Accident Benefits Coverage - Available upon request

- Including coverage for: Income Replacement; Caregiver, Housekeeping & Home Maintenance; Medical & Rehabilitation; Attendant Care; Enhanced Medical Rehabilitation & Attendant Care; Death & Funeral; Dependent Care; Indexation Benefit (Consumer Price Index) – Ontario

### Direct Compensation Property Damage:

- Covers damage to your vehicle or its contents, and for loss of use of your vehicle or its contents, to the extent that another person was at fault for the accident as per statute.

### Physical Damage Coverage:

- Various basis of settlement including: Replacement Cost, Valued Basis and Actual Cash Value. Refer to Automobile Replacement Cost Coverage Change Highlights page for details on Replacement Cost Coverage.

## Additional Information

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### Blanket Fleet Endorsement:

- Coverage may be provided on a blanket basis under the 21B – Blanket Fleet Endorsement. When this endorsement is attached to the policy, premium adjustment is done on renewal. Adjustment is made on a 50/50 or pro rata basis as specified in the endorsement. Mid-term endorsements are not processed on policies with this blanket cover.

### Single Loss:

- If a single loss involves both the Automobile and Property Insurance policies, the Property policy deductible is waived only on any insured property attached to the automobile.

For a list of vehicles quoted, refer to Exhibit "B".

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# Commercial Follow Form Excess Liability Coverage Highlights

## Overview

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Excess liability coverage provides an additional limit of insurance coverage over and above the limits of insurance afforded under the applicable underlying insurance. An excess policy offers you additional insurance protection over and above the limits of your underlying policy. Example if your underlying policy has an occurrence limit, an excess policy can provide additional protection in event of a catastrophic loss. It can provide added protection if an aggregate limit on an underlying policy has been exhausted.

The follow form excess policy typically “follows” the insuring agreements, exclusions, and conditions of the underlying policy. This means that we not only provide additional limits of liability over the primary liability policy, but such coverage matches the underlying policy (except in instances where an endorsement has been attached amending coverage).

We offer a layered structure when writing excess coverage. We provide **primary** insurance policies to a maximum limit of \$15,000,000 on the casualty policies (Liability, E&O, Miscellaneous Professional Including Bodily Injury or Claims Made Malpractice coverage (depending on your policy), Non Owned Automobile and Owned Automobile including garage coverage).

We have the ability to provide excess coverage over all classes of business where the primary policy is written by Intact Public Entities. We also have the capacity to provide you with exceptionally high excess limits to meet your needs.

## Coverage Specifics

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- Coverage will attach in the event of exhaustion of underlying insurance (unless specifically shown in your policy documents).
- This coverage is subject to the same terms, definitions, conditions, exclusions and limitations of the applicable underlying insurance (except as otherwise stated in your policy). This feature provides the flexibility to provide excess limits over a number of different types of policies.
- Our Declaration Pages/Schedules of Coverage clearly identify underlying coverages that the excess coverage is written over.
- Underlying insurance is required to be maintained in full force and effect for excess coverage to apply.
- Prior and Pending Litigation is expressly excluded from coverage.
- Incident is a defined term and means an occurrence, accident, offence, act, or other event, to which the underlying insurance applies.
- S.P.F. 7, Standard Excess Automobile policy or the applicable form applies for any automobile coverage
- Where an aggregate limit is stated in the Declarations pages, it will apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months.
- Coverage can be tailored to your individual circumstances by way of endorsements

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## Program Options Highlights of Coverage

Intact Public Entities offers a Comprehensive Insurance Program to meet your needs.

"Your Insurance Coverage" provides a schedule of proposed coverages, limits and deductibles included in this proposal.

Highlights of coverage follow providing a summary of coverage. Highlight pages may include description of optional coverages.

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# Crime Coverage Options

## **Extortion Coverage (Threats to Persons and Threats to Property)**

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Coverage for both 'Threats to a Person' and 'Threats to Property' are sold together with a separate limit of insurance applying to each.

### **Threats to Person:**

- Coverage responds when a threat is communicated to the Insured to do bodily harm to a director, officer or partner of the Insured (or a relative) when these persons are being held captive and the captivity has taken place within Canada or the U.S.A.

### **Threats to Property:**

- Coverage responds when a threat is communicated to the Insured to do damage to the premises or to property of the Insured is located in Canada or the U.S.A.

## **Pension or Employee Benefit Plan Coverage**

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Coverage is for loss resulting directly from a dishonest or fraudulent act committed by a fiduciary (a person who holds a position of trust) in administering a pension or employee benefit plan. Coverage is provided whether the fiduciary is acting alone or in collusion with others. Fiduciary relationships may be created by statute however; individuals may also be deemed fiduciaries under common law.

## **Residential Trust Fund Coverage (for Select Classes of Business Only)**

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- Covers loss of property (money, securities or other property) belonging to a resident when it is held in trust by a residential facility. Coverage is for loss directly attributable to fraudulent act(s) committed by an employee of the facility whether the employee was acting alone or in collusion with others.
- A residential facility comprises a wide range of facilities and includes any residential facility operated for the purpose of supervisory, personal or nursing care for residents.
- Coverage stipulates that the 'resident' must be a person who is unable to care for themselves (this could be due to age, infirmity, mental or physical disability).
- When a resident is legally related to the operator of the residential facility, coverage is specifically excluded.

## **Credit Card Coverage**

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Coverage is for loss from a third party altering or forging a written instruction in connection with a corporate credit card issued to an employee, officer or partner.

## **Client Coverage (Third Party Bond)**

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Coverage is extended to provide for theft of a clients' property by an employee (or employees) of the Insured.

## **Fraudulently Induced Transfer Coverage**

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Coverage is provided when an Insured under the policy has been intentionally misled by someone claiming to be a vendor, client or another employee of the company and the Insured has transferred, paid or delivered money or securities to this third party.

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# Fraudulently Induced Transfer Endorsement Coverage Highlights (Social Engineering)

## Overview

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Fraud today has become much more sophisticated and complex with Fraudulently Induced Transfer Crimes (otherwise known as Social Engineering) trending in today's marketplace. In response to this trend we now offer a Fraudulently Induced Transfer Endorsement as part of our suite of Crime Coverage.

These types of crimes are usually a targeted approach where criminals are after something definite from the target, either money (usually in the form of a wire transfer) or information (such as a list of vendors, routing numbers, etc.). Often times communications are sent to an employee (most often via email, telephone or a combination of the two), which are doctored to appear as if they are sent by a senior officer of the company or by one of its customers or vendors. Essentially criminals prey on human and procedural vulnerabilities. The standard crime coverage does not respond to these types of losses as an employee of the organization has voluntarily parted with the money or securities and would be considered an active participant in the loss.

### Example 1

Instructions to an employee supposedly coming from a vendor or customer are often accomplished by informing the employee that they have changed banks and require the company to use the new banking information for future payments.

### Example 2

Instructions to an employee supposedly coming from an internal source (e.g. senior staff) to bypass in-house safeguards and redundancies, criminals apply pressure by imposing a time constraint, demanding secrecy or simply flattering the ego of the target by including him or her "in" on an important business transaction.

Fraudulently Induced Transfer coverage is an optional endorsement that may be purchased. Coverage is subject to a satisfactory supplementary application being completed.

## Fraudulently Induced Transfer Losses, Cyber Losses and Current Crime Policies

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Even though this fraud often involves emails and wire transfers, cyber policies are not designed to cover them:

- Cyber policies cover losses that result from unauthorized data breaches or system failures. Fraudulently Induced Transfer actually depends on these systems working correctly in order to communicate with an organization's employees and transfer information or funds.
- Crime policies cover losses that result from theft, fraud or deception. As the underlying cause of a loss is 'fraud', a company would claim a loss under its crime policy rather than its cyber policy. Without this endorsement, coverage would be denied under a crime policy due to the Voluntary Parting Exclusion.

## Fraudulently Induced Transfer Endorsement Features

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- Coverage is provided when an Insured under the policy has been intentionally misled by someone claiming to be a vendor, client or another employee of the company and the Insured (employee) has transferred, paid or delivered money or securities to this third party.
- Fraudulently Induced Transfer is defined as: The intentional misleading of an employee, through misrepresentation of a material fact which is relied upon by an employee, believing it to be genuine to voluntarily transfer funds or valuable information to an unintended third party.

## Limits and Deductible

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The Fraudulently Induced Transfer Endorsement is subject to:

- Separate Limits of Insurance (both an Occurrence and Aggregate);
- A separate deductible;
- Limits ranging from \$10,000 - \$100,000.

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# Remotely Piloted Aircraft Systems (UAV) Coverage Highlights

## Overview

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- Transport Canada is responsible for regulating UAV's. Their terminology for UAV's (Unmanned Aerial Vehicles) has changed and these are now considered to be Remotely Piloted Aircraft Systems (RPAS) rather than UAV's (Unmanned Aerial Vehicles). Regulations regarding operator licensing has also changed.
- Liability or property policies can be enhanced with endorsements to cover Remotely Piloted Aircraft Systems (RPAS) or UAV's. Coverage may be available when operators are in compliance with current regulations. Coverage offered is intended to close the gap in liability and property insurance because of aviation exclusions.

## Property Coverage

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- Property: (Optional Coverage).
- All Risk Coverage for the Remotely Piloted Aircraft Systems (RPAS) including all permanently attached equipment and Ground or Operating Equipment (including any detachable equipment such as cameras etc.).
- Coverage includes electrical and mechanical breakdown.
- Basis of settlement options include: Replacement Cost, Valued Amount or Actual Cash Value.
- **In addition to the standard exclusions within the Property All Risk Wording, the following exclusions also apply:**
- Those used for military purposes, personal or recreational use.
- Those being rented to, leased to or lent to others.
- Mysterious disappearance after commencement of a flight unless Remotely Piloted Aircraft Systems - RPAS (UAV) remains unrecovered for 30 days.
- If they are not in compliance with the manufacturer's specifications (e.g. the weight payload) is exceeded, when operated in wind at a higher speed than recommended etc.).
- Remotely Piloted Aircraft Systems - RPAS (UAV's) must not exceed 500 meters in altitude or the range of 1km from the operator.
- Hijacking or unauthorized control of the Remotely Piloted Aircraft Systems -RPAS (UAV) or Equipment.
- Failure to comply with any statute, permit, rule, regulation or any requirement for qualification to operate the Remotely Piloted Aircraft Systems - RPAS (UAV) or the equipment.

## Liability Coverage

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- While Transport Canada mandates a minimum amount of insurance (\$100,000), coverage will follow the liability limit up to \$15,000,000. Higher limits may be available.
- We will extend liability to Remotely Piloted Aircraft Systems (RPAS).
- Having a range of up to a maximum of 1km from the operator.
- With an altitude of 500 metres or less.
- Operators meeting all Transport Canada regulations.
- Not being used for military purposes, personal or recreational use.

## Important Information

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While our endorsements are primarily designed to offer coverage for Remotely Piloted Aircraft Systems - RPAS (UAV's) 25kg or less, we may be able to offer coverage for those falling outside of these parameters through our general aviation market.

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# Claims Exhibit

**IMPORTANT:** This claims report is prepared by Intact Public Entities for the sole and exclusive use of Intact Public Entities, the Insured and, where applicable, their broker and may not be relied upon by any other party. By receipt of this information the Insured and their broker acknowledge their responsibility for keeping this information *strictly confidential*. Neither Intact Public Entities nor its representatives shall be liable, either directly or indirectly, for any loss, damage, injury or costs suffered or incurred by the Insured or any other party arising or alleged to have arisen by the reliance on this report, outside of Intact Public Entities. Intact Public Entities is not responsible for any changes or alterations to this report from its original form or content. For further information, please refer to your policy.

**WARNING:** Claim reserves by their nature are estimates only and are subject to change. Casualty claims can be complex and can take many years to reach resolution. Over that time it is not unusual for claims costs to escalate, sometimes dramatically, from current estimates. Further, for many reasons liability claims are often reported after a policy year has ended - sometimes years later. Therefore, this report is likely not a complete or final view of the ultimate incurred claims for this Insured.

Classification of Claim	Year	Number	Incurred Amount *
1. Liability			
	2013-2014	1	\$ 8,611
	2014-2015	1	18,410
	2015-2016	1	0
	2016-2017	3	510,946
	2017-2018	1	0
	2018-2019	1	0
	2019-2020	0	0
	2020-2021	3	0
	2021-2022	3	57,253
	2022-2023	1	0
	<b>TOTAL</b>	15	\$ 595,220
2. Errors and Omissions			
	2013-2014	0	\$ 0
	2014-2015	0	0
	2015-2016	0	0
	2016-2017	0	0
	2017-2018	0	0
	2018-2019	0	0
	2019-2020	0	0
	2020-2021	0	0
	2021-2022	0	0
	2022-2023	1	10,100
	<b>TOTAL</b>	1	\$ 10,100

Classification of Claim	Year	Number	Incurred Amount *
3. Automobile			
	2013-2014	0	\$ 0
	2014-2015	0	0
	2015-2016	0	0
	2016-2017	1	18,447
	2017-2018	0	0
	2018-2019	0	0
	2019-2020	0	0
	2020-2021	1	0
	2021-2022	0	0
	2022-2023	1	0
	<b>TOTAL</b>	3	\$ 18,447

\* INCURRED AMOUNT - Includes all payments plus outstanding reserves plus expenses, less any deductible applying.

# EXHIBIT “A”

Estimate of Values

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The information contained herein is confidential, commercial, financial, scientific and/or technical information that is proprietary to Intact Public Entities Inc. and cannot be disclosed to others. Any such disclosure could reasonably be expected to result in significant prejudice to the competitive position of Intact Public Entities Inc., significant interference with its competitive position and/or cause it undue loss. TM & © 2023 Intact Public Entities Inc. and/or its affiliates. All Rights Reserved.

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# 2023 General Insurance Program

## SOUTHWOLD TOWNSHIP CEMETERY BOARD

Renewal Report for the Policy Term December 31, 2023 to December 31, 2024

Submitted by: Intact Public Entities Inc.  
Address: 278 Pinebush Rd., Suite 200  
Cambridge, ON N1T 1Z6

phone: 1-800-265-4000  
email: [connectwithus@intactpublicentities.ca](mailto:connectwithus@intactpublicentities.ca)

Prepared by:  
Aran Myers  
Regional Manager

Ref 70126/es      17 October 2023





## How to Report a Claim

In the event you need to report a claim, please call your insurance broker during regular business hours, or alternatively **call Intact Public Entities at 1-800-265-4000** where you will be given options based on the type of claim you are reporting. After hours claim reporting is available through that number. You can also email IPE during business hours: **[mail.claims@intactpublicentities.ca](mailto:mail.claims@intactpublicentities.ca)**



# About Intact Public Entities

Intact Public Entities is a Canadian leader in providing specialized insurance programs, including risk management and claims services to municipal, public administration and community-based organizations across Canada. Proven industry knowledge, gained through over nine decades of partnering with insurance companies and independent brokers, gives Intact Public Entities the ability to effectively manage the necessary risk, advisory and claims services for both standard and complex issues. Intact Public Entities is a wholly-owned subsidiary of Intact Financial Corporation with its head office located in Cambridge, Ontario. For additional information about Intact Public Entities visit [www.intactpublicentities.ca](http://www.intactpublicentities.ca).

Intact Public Entities is a Managing General Agent (MGA) with the authority to write and service business on behalf of strategic partners who share our commitment and dedication to protecting specialized organizations. Because our partners are long-term participants on our program, they understand the nature of fluctuating market conditions and complex claims and are prepared to stay the course.

## Canadian Owned Company With 90+ Years of Continuous Operation

### Market Leader

#### Municipal, Public Administration & Community Services

Municipal market share leader in Ontario with strong representation of municipal, public administration and community-based organizations across Canada.

### Innovative

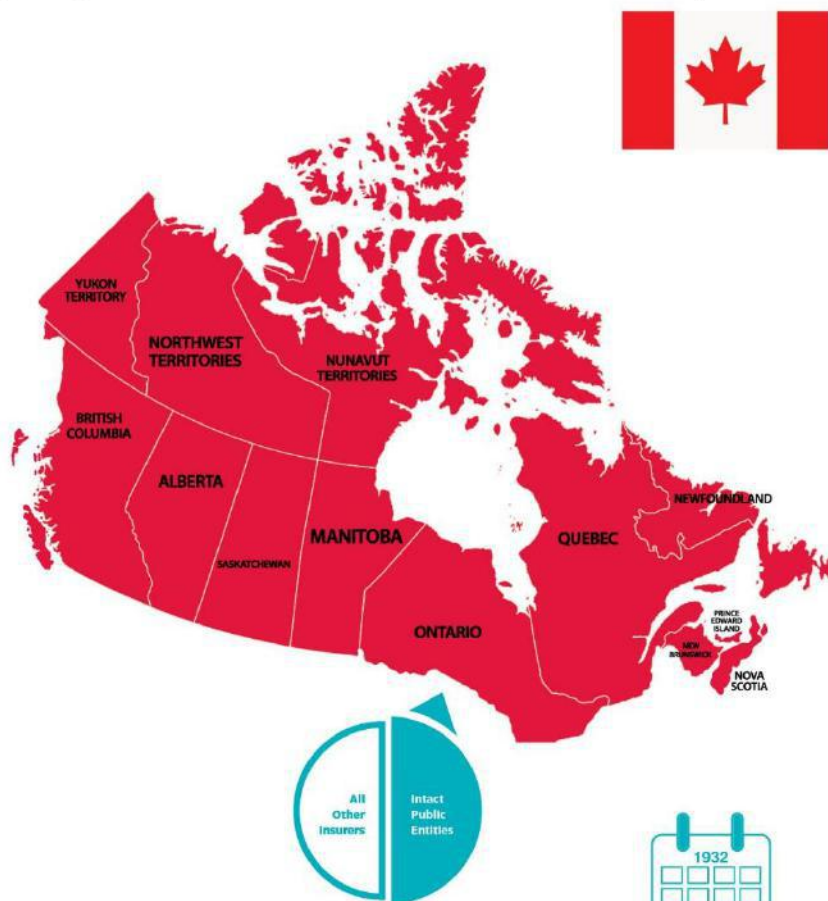
#### New Products & Services

Cyber Risk Insurance  
Fraudulently Induced Transfer  
Road Reviews  
Fleet Management

### In-House

#### Claims & Risk Management

In-house claims management = faster turn around, single point of contact, specialized expertise in the municipal claims environment.



**Municipal Market Share  
Leader in Ontario**

**First Municipal Client  
The Village of Ayr, Ontario**

## The Advantage of a Managing General Agent

The MGA model is different than a traditional broker/insurer arrangement in that an MGA provides specialized expertise in a specific, niche area of business. As an MGA we also offer clients additional and helpful services in the area of risk management, claims and underwriting. And unlike the reciprocal model, a policy issued by an MGA is a full risk transfer vehicle not subject to retroactive assessments but rather a fixed term and premium.

We invite you to work with a partner who is focused on providing a complete insurance program specific to your organization that includes complimentary value-added services that help drive down the cost of claims and innovative first to market products and enhancements. You will receive personalized service and expertise from a full-service, local and in-house team of risk management, claims, marketing and underwriting professionals.

As a trusted business partner, we believe in participating in and advocating for the causes that affect our clients. For this reason, we affiliate with and support key provincial and national associations. In order for Intact Public Entities to be effective in serving you, we, as an MGA, believe in fully understanding your needs, concerns and direction. Our support is delivered through thought leadership, financial resources, advocacy, services, education and more.

## Risk Management Services

We are the leader in specialized risk management and place emphasis on helping your organization develop a solid plan to minimize exposure before potential incidents occur. Risk management is built into our offerings for all clients, fully integrated into every insurance program. Our risk management team is comprised of analysts, inspectors and engineers who use their expertise to help mitigate risk. We do everything we can to minimize your exposure before potential incidents occur. This includes providing education, road reviews, fleet reviews, contract analysis and property inspections.

## Claims Management Services

Our in-house team of experts has the depth of knowledge, experience and commitment to manage the complicated details of claims that your organization may experience. You deal with the public often in sensitive instances where serious accusations can be made. Your claims are often long-tail in nature and can take years to settle. Some claims aren't filed until years after the occurrence or accident. You want a team of professionals on your side that will vigorously defend your reputation. We understand your risks and your exposures and have maintained a long-term commitment to understanding the complex issues your organization may face so that we can better service your unique claims requirements.



\*Please note that the information contained in this document is proprietary and confidential and is to be used for the sole purpose of determining the successful proponent. Permission must be obtained from Intact Public Entities prior to the release of any information contained herein for any other purpose than evaluating this submission.

# Your Insurance Coverage

## Important Information

### General Information

The premium quoted is based on information provided at the date of this Report (the date is noted on the first page of this report/quotation). Additional changes to information are subject to satisfactory underwriting information and express approval by Intact Public Entities Inc. Changes in information and coverage may also result in premium changes.

For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings.

### Wildfire and Flood Exposures

Due to the high risk of wildfires and active floods, Intact Public Entities Inc. is taking a very conservative approach to such exposures/natural disasters. We are currently reviewing all risks to determine if any part of a risk is within 50km of an active wildfire or 15km of an active flood event.

### Quoting and Binding Coverage Restrictions

The quote provided is only valid for 60 days. Should you require an extension beyond the 60 days from the date of this report, you must contact an underwriter at Intact Public Entities Inc. for written confirmation that the quotation is still valid.

Coverage quoted cannot be bound unless expressly agreed to in writing by an underwriter at Intact Public Entities. Intact Public Entities Inc. reserves the right to decline to bind coverage.

Your marketing representative can assist in co-ordinating your correspondence with the correct underwriter for the account should you wish a quotation extension or are requesting coverage be bound.

Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

Casualty

Coverage Description	(\$) *Deductibles	(\$) Limit of Insurance
General Liability (Occurrence Form) <i>Broad Definition of Insured</i>	2,500	1,000,000 Per Claim No Aggregate
Forest Fire Expense	Nil	1,000,000 1,000,000 Aggregate

\*Your deductible may be a Deductible and Reimbursement Clause (including expenses) refer to Policy Wordings

Account Premium

Prior Term	Total Annual Premium (Excluding Taxes Payable)	\$ 3,956	Total Annual Premium (Excluding Taxes Payable)	\$ 4,312
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Please refer to the insurance contract for all limits, terms, conditions and exclusions that apply. The premium Quoted is subject to a 15% minimum retained (unless otherwise stated).

# Cost Analysis

	Expiring Program Term	Renewal Program Term
Casualty		
General Liability	\$ 3,956	\$ 4,312
Total Annual Premium	\$ 3,956	\$ 4,312
• (Excluding Taxes Payable)		



# Changes to Your Insurance Program

For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings.

Please be advised of the following changes to your insurance program that now apply:

## PFAS Exclusion

Effective December 31, 2022, IPE will exclude coverage for Perfluoroalkyl, Polyfluoroalkyl or other perfluorinated or polyfluorinated chemicals and compounds known as (PFAS) on municipal casualty business as follows:

- Liability
- Errors and Omissions Liability
- Environmental Liability
- Accidental Injury, Death and Dismemberment, Firefighters' Accident Benefits; Critical Illness; and
- Excess Liability

PFAS are often referred to as 'forever chemicals', a collection of synthetic chemicals that are extremely difficult to breakdown. For many years, PFAS substances have been used in a wide range of consumer and industrial products including foam used for fire fighting.

With increasingly greater regulatory attention and increased litigation across North America, insurers and reinsurers are adding this type of exclusion to their respective policy wordings as the exposure is deemed unquantifiable at this time.

Your renewal will reflect this change.

## Liability

- **Important Note:** The communicable disease exclusion has been amended to respond to claims for a communicable disease caused by contaminated drinking water unless a pandemic or epidemic has been declared, determined, or recognized to be caused by a pandemic or epidemic by the World Health Organization, or any agency or authority tasked with overseeing International or global health, or by the Canadian government, including any federal, provincial, or territorial agency authority or official.

## Form GNGX408 – Lloyd's Additional Conditions

- As per regulations, this new form has been amended to include a Service of Suit clause outlining the process for bringing suit against Underwriters and contains updated Lloyd's contact information. In addition, minor updates to the wording have been made however intent remains the same. Please review your wordings for full details.

# Program Options

## Remotely Piloted Aircraft Systems (UAV) Coverage

- Property and/or Liability Cover may be available for Remotely Piloted Aircrafts (UAV).
- Application required to quote.
- For Coverage information refer to the Remotely Piloted Aircraft (UAV) Highlight Sheet.



## Description of Coverage

Intact Public Entities offers a Comprehensive Insurance Program to meet your needs.

"Your Insurance Coverage" provides a schedule of proposed coverages, limits and deductibles included in this proposal.

Highlights of coverage follow providing a summary of coverage. Highlight pages may include description of optional coverages.

The information provided by Intact Public Entities Inc. is intended to provide general information only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage. Intact Design® is a registered trademark of Intact Financial Corporation. All other trademarks are properties of their respective owners. TM & © 2023 Intact Public Entities Inc and/or its affiliates. All Rights Reserved.

# General Liability Highlights

## Overview

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- Insures against liability imposed by law for damages because of bodily injury or death to any person resulting from the operations of the Corporation and for damages to or destruction of property of others caused by an accident.
- Insures against liability imposed by law for damages because of Personal Injury sustained by any person caused by false arrest, detention or imprisonment, malicious prosecution, libel, slander, defamation of character, humiliation, invasion of privacy, wrongful eviction, wrongful entry and discrimination.

## Features

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- No annual aggregate limits.
- Bodily Injury, Property Damage, Products & Completed Operations Liability.
- Included as Insured's are Board Members, Employees, Volunteers while performing their duties as such.
- Blanket Tenants' Legal Liability included.
- Advertisers Liability included.
- Employers Liability included.
- Forest Fire Expense.
- Medical Payments.
- Environmental Liability Exclusion.
- If Applicable, refer to the attached Additional Insured(s) form.

## Abuse Coverage

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- Abuse coverage:
  - is included if shown on your Schedule of Coverage.
  - is written on a claims made basis and subject to a separate Per Claim and Aggregate Limit. The Abuse Aggregate Limit also includes defence costs within this separate limit of insurance and will reduce the Liability Aggregate Limit.
  - if abuse coverage not insured, an abuse exclusion will apply.

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## Program Options Highlights of Coverage

Intact Public Entities offers a Comprehensive Insurance Program to meet your needs.

"Your Insurance Coverage" provides a schedule of proposed coverages, limits and deductibles included in this proposal.

Highlights of coverage follow providing a summary of coverage. Highlight pages may include description of optional coverages.

The information provided by Intact Public Entities Inc. is intended to provide general information only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage. Intact Design® is a registered trademark of Intact Financial Corporation. All other trademarks are properties of their respective owners. TM & © 2023 Intact Public Entities Inc and/or its affiliates. All Rights Reserved.

# Remotely Piloted Aircraft Systems (UAV) Coverage Highlights

## Overview

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- Transport Canada is responsible for regulating UAV's. Their terminology for UAV's (Unmanned Aerial Vehicles) has changed and these are now considered to be Remotely Piloted Aircraft Systems (RPAS) rather than UAV's (Unmanned Aerial Vehicles). Regulations regarding operator licensing has also changed.
- Liability or property policies can be enhanced with endorsements to cover Remotely Piloted Aircraft Systems (RPAS) or UAV's. Coverage may be available when operators are in compliance with current regulations. Coverage offered is intended to close the gap in liability and property insurance because of aviation exclusions.

## Property Coverage

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- Property: (Optional Coverage).
- All Risk Coverage for the Remotely Piloted Aircraft Systems (RPAS) including all permanently attached equipment and Ground or Operating Equipment (including any detachable equipment such as cameras etc).
- Coverage includes electrical and mechanical breakdown.
- Basis of settlement options include: Replacement Cost, Valued Amount or Actual Cash Value.
- **In addition to the standard exclusions within the Property All Risk Wording, the following exclusions also apply:**
- Those used for military purposes, personal or recreational use.
- Those being rented to, leased to or lent to others.
- Mysterious disappearance after commencement of a flight unless Remotely Piloted Aircraft Systems - RPAS (UAV) remains unrecovered for 30 days.
- If they are not in compliance with the manufacturer's specifications (e.g. the weight payload) is exceeded, when operated in wind at a higher speed than recommended etc.).
- Remotely Piloted Aircraft Systems - RPAS (UAV's) must not exceed 500 meters in altitude or the range of 1km from the operator.
- Hijacking or unauthorized control of the Remotely Piloted Aircraft Systems-RPAS (UAV) or Equipment.
- Failure to comply with any statute, permit, rule, regulation or any requirement for qualification to operate the Remotely Piloted Aircraft Systems - RPAS (UAV) or the equipment.



## Liability Coverage

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- While Transport Canada mandates a minimum amount of insurance (\$100,000), coverage will follow the liability limit up to \$15,000,000. Higher limits may be available.
- We will extend liability to Remotely Piloted Aircraft Systems (RPAS).
- Having a range of up to a maximum of 1km from the operator.
- With an altitude of 500 metres or less.
- Operators meeting all Transport Canada regulations.
- Not being used for military purposes, personal or recreational use.

## Important Information

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While our endorsements are primarily designed to offer coverage for Remotely Piloted Aircraft Systems - RPAS (UAV's) 25kg or less, we may be able to offer coverage for those falling outside of these parameters through our general aviation market.

The information provided by Intact Public Entities Inc. is intended to provide general information only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage. Intact Design® is a registered trademark of Intact Financial Corporation. All other trademarks are properties of their respective owners. TM & © 2023 Intact Public Entities Inc and/or its affiliates. All Rights Reserved.

# EXHIBIT “A”

Estimate of Values

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**The information contained herein is confidential, commercial, financial, scientific and/or technical information that is proprietary to Intact Public Entities and cannot be disclosed to others. Any such disclosure could reasonably be expected to result in significant prejudice to the competitive position of Intact Public Entities, significant interference with its competitive position and/or cause it undue loss.**

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## TOWNSHIP OF SOUTHWOLD

### Report to Council

**MEETING DATE:** December 11, 2023

**PREPARED BY:** Lisa Higgs, CAO/Clerk

**REPORT NO:** CAO 2023-69

**SUBJECT MATTER: Emergency Management Response Plan**

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#### **Recommendation:**

1. That Council pass draft By-law 2023-71 to adopt an Emergency Management Program.

#### **Purpose:**

To adopt an updated Emergency Response Plan for the Township of Southwold.

#### **Background:**

The Emergency Management and Civil Protection Act requires municipalities to adopt an emergency management program to conform to standards promulgated by Emergency Management Ontario in accordance with international best practices, including the four core components of emergency management, namely: mitigation/prevention, preparedness, response and recovery. The Act makes provision for the municipality and council to develop and implement an emergency management program to protect public safety, public health, the environment, the critical infrastructure and property, and to promote economic stability and a disaster -resilient community.

#### **Comments/Analysis:**

During preparation for the annual Emergency Management Exercise and Training and the Emergency Program Committee Meeting, significant changes were identified as being needed for the Emergency Response Plan for the Township of Southwold.

Communications and Community Services Clerk Brittany Jessop completed a comprehensive review of the municipality's Emergency Management Response Plan.

Attached as Schedule A to this report is the Emergency Management Response Plan, absent all of its attached appendices, which total over 175 pages.

Attached as Schedule B to this report is the Revisions Tracking sheet, highlighting the sections of the Plan that were amended in 2023. As Council will note, every appendix required updating and there were substantial changes to the plan itself.

Notably, responsibilities for individual members during an emergency needed to be updated following changes in 2022 to the composition of the CCG and Program Committee membership to the following members:

- Mayor
- CEMC
- CAO/Clerk (EOC Director)
- Director of Emergency Services/Fire Chief
- Director of Infrastructure and Development
- Community Services and Communications Clerk (Emergency Information Officer)

The updated emergency response plan now properly aligns responsibilities with the accurate member of the CCG.

**Financial Implications:**

None.

**Strategic Plan Goals:**

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

- ☐ Managed Growth.
- ☒ Welcoming and Supportive Neighbourhoods
- ☐ Economic Development
- ☒ Fiscal Responsibility and Accountability.

**Respectfully Submitted by:**  
**Lisa Higgs, CAO/Clerk**  
**"Submitted electronically"**



# Township of Southwold

## Emergency Response Plan

November 2023

# Table of Contents

Introduction .....	3
The Authority .....	3
The Aim .....	3
General Overview of the Township of Southwold .....	4
Population .....	4
Education .....	4
Medical Care .....	4
Protective Services .....	4
Utilities .....	4
Conservation Authority .....	5
Declaration of an Emergency .....	5
Action Prior to Declaration .....	5
Municipal Emergency .....	5
Termination of Emergency .....	6
Request for Provincial/Federal Assistance .....	6
Control Group Operations .....	7
Emergency Operation Centre (EOC) .....	7
Communications Room .....	7
Operating Cycle .....	7
Community Control Group Notification System .....	8
Community Control Group (CCG) .....	8
Community Control Group (CCG) Responsibilities .....	9
Composition of the Community Control Group (CCG) .....	11
Mayor/Acting Head of Council .....	11
Community Emergency Management Coordinator .....	12
CAO/Clerk (EOC Director) .....	13
Director of Emergency Services/Fire Chief .....	14
Director of Infrastructure & Development .....	15
The Emergency Information Officer .....	16



Support and Advisory Staff .....	17
Emergency Site Manager .....	23
Media and Public Relations .....	25
On-Site Media Spokesperson.....	25
The Citizen Inquiry Representative.....	26
Public Information and Inquiry .....	26
Evacuation Planning.....	27
Recovery Planning .....	27
Plan Review, Testing, and Maintenance.....	27
Emergency Operation Centre Locations .....	27
EOC .....	27
Alternate EOC .....	28

# ***Introduction***

The purpose of this plan is to provide elected officials, personnel, and emergency response agencies with an overview of the guidelines to their expected response and responsibilities to an emergency situation within the Township of Southwold. For this plan to be effective it is imperative that all officials, departments and agencies be aware of their respective roles and be prepared to carry out their assigned responsibilities.

For the purposes of this plan, an “emergency” means a situation, or an impending situation caused by the forces of nature, an accident, an intentional act or otherwise that constitutes a danger or major proportions to life or property; (“situation d’urgence”)

While many emergencies could occur within the Township of Southwold, the most likely to occur are Severe weather – snowstorms, windstorms, ice, fog, sleet, tornado, hazardous materials – transportation incidents and transportation accidents; drought, extreme temperatures; human health emergency, water emergency, Agriculture emergency; erosion and floods.

## **The Authority**

The Province of Ontario has passed an Act, which provides for the formulation and implementation of Emergency Response Plans (short title – The Emergency Management Act, R.S.O. 1990, Chapter E.9 as amended) by the Council of the Township of Southwold. This Act makes provision for the Mayor to declare that an emergency exists in the Township and also provides the Mayor with the authority to take such action or deliver such orders as he/she considers necessary, provided such action is not contrary to the laws which implement the Emergency Response Plan of the Township. The Act also provides for the designation of one or more members of council who may exercise the powers and perform the duties of the Mayor during his/her absence or inability to act.

## **The Aim**

The focus of this plan is to provide a guideline for the most effective response to an emergency situation in the Township of Southwold, and in so doing safeguard the health, safety, welfare and property of its populace. This plan will govern the provision for requested services during an emergency.

# ***General Overview of the Township of Southwold***

## **Population**

The population of the Township is: 4421

The number of households is estimated at 1754 averaging 2.7 people per household.

## **Education**

The Township's educational facilities consist of 1 Public School.

## **Medical Care**

The Township is serviced by St. Thomas – Elgin General Hospital, London Health Sciences Centre and D.A. Monteith Medical Centre.

Interface Dental Clinic - corner of Ford/Wellington.

Dental Clinic –Lynhurst Dental, corner of Ford/Wellington.

## **Protective Services**

Firefighting operations are the responsibility of the Township through the fire halls in Shedden and Talbotville.

Ambulance service is provided by the Elgin-St. Thomas Ambulance – Medavie Health Services.

Law enforcement is carried out by the Elgin County OPP.

## **Utilities**

Electricity is provided by Hydro One.

Natural gas is provided by Enbridge Gas.

Water is provided by the Township through distribution system in conjunction with Elgin Area Primary Water Supply System.

# Conservation Authority

Waterways throughout the Township are under the jurisdiction of the Lower Thames Conservation Authority and Kettle Creek Conservation Authority.

## ***Declaration of an Emergency***

### **Action Prior to Declaration**

When an emergency exists, but has not yet been declared to exist, Township employees may take such action(s) under this Emergency Response Plan as may be necessary to protect the lives and property of the inhabitants of the Township of Southwold.

### **Municipal Emergency**

The Mayor or Acting Mayor of the Township of Southwold, as Head of the Council, is responsible for declaring that a municipal emergency exists within the boundaries of the Township. This decision is made in consultation with other members of the Community Control Group.

*Upon such declaration, the Mayor notifies:*

- 1.** The County Warden;
- 2.** The Solicitor General of Ontario through Emergency Management Ontario (416) 314-3723
- 3.** The Council of the Township; and
- 4.** The Mayor shall ensure that the public, the media, and neighbouring municipal officials are also advised of both the declaration and termination of an emergency.

The Mayor may request assistance from the County of Elgin, without activating the County Plan, by contacting the County Warden, or County CAO, or County CEMC.

When the resources of the Township are deemed insufficient to control the emergency, the Mayor may request that the County Warden, or the County CAO, or County CEMC, or their alternates activate the County Plan, once a local emergency has been declared.

For Coordination, if the emergency affects more than one Elgin County municipality, the County Plan will be activated.

Once the County Emergency Response Plan is activated, the Mayor or Acting Mayor and designated staff representatives from the Township will become members of the County Control Group.

The remaining Township staff from the Community Control Group within the Township will remain as the support group or support staff to the Mayor, or the Acting Mayor, or the designated Senior Municipal Official.

All decisions by the Community Control Group (as appropriate) affecting the lives and property of the inhabitants within the Township of Southwold shall be made in consultation with the Mayor or Acting Mayor of the Township.

## **Termination of Emergency**

A Township Emergency may be declared terminated at any time by:

1. The Mayor or Acting Mayor; or
2. The Township Council; or
3. The Premier of Ontario.

Upon termination of a Township Emergency, the Mayor or Acting Mayor shall notify:

1. The County Warden; and
2. The Township Council; and
3. The Solicitor General of Ontario through Emergency Measures Ontario; and
4. The public, media, and neighbouring municipal officials.

## ***Request for Provincial/Federal Assistance***

If locally available resources, including those that might be available from bordering municipalities and/or county sources, are insufficient to meet emergency requirements, then assistance may be requested from the Province.

The Ministry of the Solicitor General, through Emergency Management Ontario, is the focal point for provincial assistance during an emergency. It **should** be notified if the threat of an emergency exists, and **must** be notified when an emergency has been declared. While it will not take over and manage the emergency, it can provide liaison and coordination, and a central point for contact with other provincial ministries and the federal government if required.

All requests for provincial and federal assistance should be directed through Emergency Management Ontario at (416) 314-0472 or 1-877-314-3723 (Toll Free)

## ***Control Group Operations***

### **Emergency Operation Centre (EOC)**

The Community Control Group will assemble at the Emergency Operations Centre at 35663 Fingal Line, Fingal, Ontario or alternate E.O.C. The E.O.C can convene online, as required, via Microsoft Teams, Webex, Zoom, or other similar online platforms.

### **Communications Room**

While the Community Control Group is engaged in meetings, they will require assistants to take messages and convey their decisions. Therefore, a separate communications room must be established within the same building in close proximity to the Emergency Operations Centre.

Each member of the Community Control Group should designate at least one person, depending on the nature and scope of the emergency, to handle in-coming and out-going communications or assist as otherwise required.

The communicators will be responsible for operating telephones and radios within the communications room and relaying messages between their respective representatives on the Community Control Group and other key locations.

### **Operating Cycle**

It is important that the Community Control Group meets regularly to share information and make decisions. It is also important that members of the group have time to deal with their individual responsibilities.

When the Emergency Response Plan is activated, frequency of meetings and agenda items will be established by the CAO/Clerk. Meetings will be kept as brief as possible



to allow members to carry out their individual responsibilities.

At each meeting the members will bring each other up to date on what has happened since the last meeting, make recommendations on issues presented, and arrive at decisions. Maps and status boards will be prominently displayed and kept up to date by the CAO/Clerk. When the meeting ends, each member will do what is individually required of them and gather information to share at the next meeting.

Although each member of the Community Control Group represents an individual agency, it is important that individual members function as a team to establish the most effective response to the emergency situation. It is equally important the individual members of the Community Control Group are relieved of their duties at regular intervals.

## **Community Control Group Notification System**

The Mayor, Deputy Mayor, CAO/Clerk, Community Emergency Management Coordinator, Director of Infrastructure and Development, Public Work Representative, Utilities Representative, Director of Emergency Services/Fire Chief, or Police Representative or their alternates may initiate contacting the Community Control Group by contacting any member of the Community Control Group.

## **Community Control Group (CCG)**

The Township emergency response will be directed and controlled by a Community Control Group consisting of the following Township officials:

- 1.** Mayor
- 2.** Community Emergency Management Coordinator
- 3.** CAO/Clerk (EOC Director)
- 4.** Director of Emergency Services/Fire Chief
- 5.** Director of Infrastructure and Development
- 6.** Community Services and Communications Clerk (Emergency Information Officer)

In addition, the EOC Director will consider what Support & Advisory Staff should be notified and which organizations should be asked to attend the Emergency

Operations Centre. The CEMC will act as Liaison for any involved agency not represented in the EOC.

An alternate contact person shall be designated for each member of the CCG. Names and telephone numbers of CCG members and alternates appear in the Emergency Plan schedules.

The CCG may function with only a limited number of persons depending upon the emergency. While the CCG may not require the presence of all persons listed as members of the control group, all members of the CCG must be notified.

## **Community Control Group (CCG)**

### **Responsibilities**

Some or all of the following actions/decisions will have to be considered and dealt with by the CCG:

- Determining the status of the emergency situation by acquiring and assessing information;
- Advising the Mayor as to whether the declaration of an emergency is recommended;
- Mobilizing emergency services, personnel and equipment;
- Coordinating and directing these services and ensuring that any actions necessary for the mitigation of the effects of the emergency are taken, provided they are not contrary to law;
- Coordinating and/or overseeing the evacuation of inhabitants considered to be in danger, and working with the Red Cross in establishing a Registration and Inquiry Centre to handle requests regarding evacuees;
- Arranging for services and equipment from local agencies not under municipal control, i.e. private contractors, volunteer agencies, services clubs;
- Notifying and requesting assistance from various levels of government and any public or private agencies not under Municipal control, as considered necessary;
- Determining if additional volunteers are required and if appeals for volunteers are warranted;

- Determining if additional transportation is required for evacuation or transport of persons and/or supplies;
- Ensuring that pertinent information regarding the emergency is promptly forwarded for dissemination to the media and public;
- Determining the need to establish advisory group(s) and/or sub-committees;
- Authorizing expenditure of funds required to deal with the emergency for the preservation of life and health;
- Maintaining a log outlining decisions made and actions taken, and submitting a summary of the log to the Administrator within one week of the termination of the emergency, as required;
- Arranging for emergency accommodation and/or welfare services for residents temporarily evacuated from their homes;
- Establishing a reporting and inquiry centre to handle individual requests concerning any aspect of the emergency;
- Ensuring that all emergency personnel are advised of the termination of the declared emergency;
- Appointing an Emergency Site Manager;
- Reviewing and revision of the Emergency Response Plan;
- Ensuring that the Critical Incidence Stress Management is available to responders;
- Ensuring that the emergency is reviewed and a recovery plan, if required, is in place before the local emergency is terminated;
- Participating in the debriefing following the emergency;
- Addressing the emotional trauma to the Community.

# ***Composition of the Community Control Group (CCG)***

## **Mayor/Acting Head of Council**

The Mayor, or Acting Head of Council, will be responsible for the following duties:

- Implementing the Plan in response to a request for assistance from a member of the CCG,
- Declaring an emergency to exist;
- Declaring that the emergency has terminated;
- Notifying the Solicitor General of Ontario via Emergency Management Ontario of the declaration of the emergency, and termination of the emergency;
- Chairing meetings of the CCG;
- Making decisions, determining priorities, and issuing direction to the Heads of Departments;
- Requesting assistance from senior levels of government and from constituent municipalities not involved with the emergency, when required;
- Authorizing expenditures and the acquisition of equipment and personnel when necessary;
- Approving and making news releases and public announcements in conjunction with the Emergency Information Officer;
- Ensuring that all members of the CCG are kept apprised of developments as soon as possible.

# Community Emergency Management Coordinator

The Community Emergency Management Coordinator (CEMC) is responsible for:

- Coordinating setup of the Emergency Operations Centre;
- Ensuring that security is in place for the EOC and registration of CCG members;
- Ensuring that all members of the CCG have necessary plans, resources, supplies, maps and equipment;
- Providing advice and clarifications about the implementation details of the Emergency Response Plan;
- Ensuring that the operating cycle is met by the CCG and related documentation is maintained and kept for future reference;
- Addressing any action items that may result from the activation of the Emergency Response Plan and keeping CCG informed of implementation needs;
- Maintaining the records and logs for the purpose of debriefings and post-emergency reporting that will be prepared.
- Gathering information for the Operations Manager;
- Regularly reviewing the contents of the Emergency Response Plan to ensure that they are up to date and in conformity with Provincial procedures;
- Organizing and coordinating training and participation in drills and exercises.

## CAO/Clerk (EOC Director)

The CAO/Clerk, or alternate, will be responsible for the following duties:

- Ensuring that all required members are present when the CCG is assembled;
- Organizing and supervising the Emergency Operations Centre (EOC) during the emergency, including arrangements for feeding and relief of Centre personnel;
- Coordinating all operations within the EOC, including the scheduling of regular meetings;
- Arranging for effective communications to and from the emergency site;
- Providing security for the Emergency Operations Centre, as required;
- Providing identification cards to CCG members and support staff;
- Coordinating the maintenance and operation of feeding, sleeping, and meeting areas of the CCG, as required;
- Maintaining a record of actions taken by the CCG in dealing with the emergency;
- Compiling records of costs incurred as a result of emergency action;
- Providing advice to the CCG on legal and financial matters;
- Ensuring that records of expenses are maintained for future claim purposes;
- Ensuring the prompt payment and settlement of all legitimate invoices and claims incurred during an emergency;
- Acting as principle staff officer to the Mayor or Acting Mayor;
- Coordinating and processing requests for human resources;
- Under the direction of the CCG, coordinating offers of and appeals for volunteers;
- Selecting the most appropriate sites for the registration of human resources;



- Ensuring records of human resources and administrative details are completed;
- When volunteers are involved, ensuring that a Volunteers Registration Form is completed and a copy of the form is retained for Township records;
- Ensuring identification cards are issued to volunteers and temporary employees, where practical;
- Arranging for transportation of human resources to and from sites;
- Obtaining assistance, if necessary, from Employment and Immigration Canada, as well as other government departments, public and private agencies, and volunteer groups.
- Compiling reports for council;
- Regularly reviewing the contents of the Emergency Response Plan to ensure that they are up to date and in conformity with Provincial procedures;
- Organizing and coordinating training and participation in drills and exercises;
- Reviewing the Ontario Disaster Relief Program directives on a regular basis;
- Organizing any required debriefing sessions.
- The provision of advice to any member of the CCG on matters of a legal nature as they may apply to the actions of the Township in its response to the emergency, as required.

## **Director of Emergency Services/Fire Chief**

The Director of Emergency Services/Fire Chief, or alternate, will be responsible for the following duties;

- Providing advice on fire fighting and rescue matters to the CCG;
- Confirming that local fire fighting rescue and life saving resources are sufficient for the operational situation, and arranging for further assistance as required;
- Providing advice to municipal departments to bring into play other equipment and skills needed to cope with the emergency;

- Coordinating assistance from the Mutual Aid Fire System and the Fire Marshal of Ontario as required;
- Determining if special equipment or supplies, not available can be located elsewhere and advising the CCG;
- Coordinating assistance of fire equipment and personnel with other departments and agencies in large scale non-firefighting operations (rescue, first aid, casualty collection);
- Liaising with the Ministry of the Environment on fires involving potentially dangerous materials;
- Liaising with the Ministry of Natural Resources on forest fires;
- Providing an Emergency Site Manager if required.

## **Director of Infrastructure & Development**

- Providing the CCG with advice on engineering matters;
- Arranging for the dispatch of staff and equipment to assist in containing the emergency situation if required;
- Maintaining liaison with flood control, conservation and environmental authorities and preparing for relief or preventative measures;
- Maintaining liaison with and providing assistance to drainage representative in matters involving municipal drains;
- Arranging for the clearing of emergency routes and the marking of obstacles if required, in consultation with the Police Representative;
- Arranging for engineering materials and equipment from the County and Provincial resources, from neighboring municipalities, and from private contractors when necessary;
- Assisting fire fighting authorities in dealing with special hazards such as chemical spills, explosions or noxious fumes;
- Establishing radio communications, if required, and calling on the services of the Amateur Radio Emergency Service;
- Re-establishing essential road services at the end of the emergency period;
- Ensuring that roads are maintained and accessible during an emergency;
- Providing an Emergency Site Manager if required

# The Emergency Information Officer

The Emergency Information Officer shall be responsible for the following duties:

- Establishing a communications link with the On-Site Media Spokesperson, the Citizen Inquiry Representative, and any other media coordinator(s) (i.e. Provincial, Federal, private industry, etc.) involved in the incident;
- The dissemination of information, and planning for news releases at appointed times;
- Ensuring that all information released to the media and public is consistent and accurate;
- Appointing an assistant to attend the On-Site Media Information Centre, and appointing any other personnel required;
- Designating and coordinating a Media Information Centre for members of the media to assemble for the issuance of accurate media releases and authoritative instructions to the public;
- Briefing the CCG on how the Media Information Centre will be set up;
- Liaising regularly with the CCG to obtain the appropriate information for media releases, coordinate individual interviews, and organize press conferences;
- Establishing telephone numbers for media inquiries and ensuring that the following are advised accordingly:
  - Media
  - CCG
  - Switchboard for Emergency Services
  - On-Site Media Spokesperson
  - Township Citizen Inquiry Representatives
  - Any other appropriate persons, agencies, or businesses;
- Providing direction and regular updates to the Citizen Inquiry Representative to ensure that the most accurate and up-to-date information is disseminated to the public;
- Ensuring that all information released to the media and public is first approved by the Mayor;
- Monitoring news coverage and correcting any erroneous information.
- Provide the Administrator with reports on the emergency situation and any other pertinent information at regular intervals, or as requested;
- Provide assistance to the communicators in relation to communications equipment problems, where possible and practical;

- Coordinate and prioritize the flow of messages between the Communications Room and the Community Control Group, and other desired groups or locations;
- Maintenance of a chronological log of significant communications and events;
- Maintenance of a situation or status board, and;
- Maintenance of a map(s) containing vital information related to the emergency.

## Support and Advisory Staff

Staff from the following Support and Advisory Services may be required to provide support, logistics and advice to the CCG and include:

- Township Building Department Representative
- Township Drainage Department Representative
- Township Water Department Representative
- Township Roads/Public Works Representative
- Township Treasury Department Representative
- Township Parks and Facilities
- Township Legal Representative
- Utilities Representative

The Utilities Representative, or alternate, will be responsible for the following duties:

- Providing the CCG with advice on utility matters;
- Arranging for the dispatch of staff and equipment to assist in containing the emergency situation if required;
- Maintaining liaison with public and private utility companies (hydro, gas, telephone, etc.) and making recommendations for discontinuation of any utilities, public or private, when necessary in the interest of public safety.
- Ontario Clean Water Agency (OCWA) Representative
- Paramedic Services Representative

The Paramedic Services Representative, or alternate will be responsible for the following duties:

- Providing information on the movement of casualties from the disaster site;
- Advising the Community Control Group on requirements for additional casualty transportation means, beyond ambulance resources, that the Community Control Group may be able to obtain;
- Determining if additional medical resources are needed for casualty management at the emergency site, in consultation with the Medical On-Site Coordinators, and initiating requests for such with medical authorities;
- Authorizing additional Ministry of Health resources required by any facility, which operates under the direction of the Ministry of Health, Long Term Care and any Regional and Provincial representative in accordance with Ministry procedures.
- Liaises with CACC (Communications Centre)
- Liaises with Health Representatives (Medical Officer of Health)
- County Fire Coordinator
- Police Services Representative(s)

The Police Services Representative, or alternate, will be responsible for the following duties:

- Providing advice on police (law enforcement) matters to the CCG;
- Arranging for assistance to local authorities in implementing traffic control to permit rapid movement of emergency equipment;
- Coordinating police operations and responses with Township Service Departments and with neighboring police authorities;
- Establishing security around the emergency area to control access and protect property;
- Sealing off the area of concern, controlling and, if necessary, dispersing crowds within the emergency area;
- Alerting persons endangered by the emergency and coordinating evacuation procedures;
- Liaising with the Ontario Works Representative regarding the establishment and operation of evacuation and reception centres;

- Providing for police services in evacuee centres, morgues, and other facilities, as required;
- Liaising with other Municipal, provincial or federal police agencies as required;
- Informing the CCG on the actions taken by the Police;
- Providing an Emergency Site Manager if required
- Hospital Representative

The Hospital Representative will be responsible for:

- Implementing their respective Hospital Disaster Plan;
- Liaising with the Health and Ambulance Representatives with respect to hospital and medical matters, as required;
- Evaluating requests for the provision of medical site teams/medical triage teams;
- Liaising with the Ministry of Health, as appropriate;
- Maintaining a log of all actions taken.
- Head(s) of Council from Affected Municipalities
- Southwestern Public Health Representative

The Public Health Unit Representative, or alternate, will be responsible for the following duties:

- Providing advise to the CCG on health matters;
- Keeping the Health Unit staff informed;
- Providing Staff available for advise at each Evacuee Centre to assist the Manager of each Reception/ Evacuee Centre in public health matters, and in assisting evacuees;
- Access to 24 hour Nurse at each Evacuee Centre housing more the 50 evacuees;
- Arranging for mass immunization where needed;
- Arranging for precautions in regard to water supplies when warranted;
- Notifying other agencies and senior levels of government about health related matters in the emergency;
- Ensuring the safety of food supplies and the safe disposal of sewage and waste;



- Ensuring adequate general sanitation and personal hygiene at emergency reception centres;
- Ensuring proper burial of the dead;
- Coordinating the response of health unit services and facilities.
- Social Services Representative

The Social Services Representative, or alternate, will be responsible for the following duties:

- Providing advice to the CCG on Ontario Works matters;
- According to the nature of the emergency, in consultation with the Red Cross, Salvation Army and St. John Ambulance, be prepared to assist municipalities in their efforts to support their residents whose lives have been impacted by the emergency with the provision of:
  - Emergency clothing to provide adequate protection from the elements,
  - Emergency lodging to provide adequate temporary accommodation for the homeless,
  - Registration and inquiry services to reunite families and to collect information and answer queries concerning the safety and whereabouts of missing persons,
  - Emergency feeding to sustain those without food or adequate food preparation facilities,
  - Liaising with the Health Representative on areas of mutual concern required during operations in evacuee centres, and
  - Individual and family services to assist and counsel individuals and families in need and to provide special care to unattached children and dependent adults;
- In consultation with the Health Representative, establish and 'outreach program' for victims of the emergency;
- Providing staff to operate a Citizen Inquiry Centre;
- Liaising with public and private nursing care homes as, required;
- Notifying the Police of the number and locations of the Emergency Reception Centres;
- Contacting and providing direction to volunteer agencies able to assist in welfare functions, such as Red Cross, Women's Institutes, etc.;

- Notifying senior levels of government on Ontario Works matters in the emergency.
- Emergency Management Ontario Representative
- Conservation Authority Representative

The Conservation Authority will be responsible for:

- Providing advice on the abatement of flood emergencies;
- Assisting in acquiring resources to assist in flood emergencies.
- School Board Representative

Upon being contacted by the Ontario Works Representative, the School Board Representative will be responsible for:

- Providing any school for use as an evacuation or reception centre;
- Notifying required transportation companies to transport residents to evacuation or reception centres;
- Providing school board representatives to coordinate activities with respect to maintenance, use and operation of the facilities being used as evacuation or reception centres.
- Provincial Ministry Representative

Provincial Ministry Representatives will be responsible for:

- Providing advice on matters of Provincial concern to members of the CCG;
- Assisting in the garner of resources;
- Coordination of Provincial response agencies.
- Other Officials, Experts or Representatives as deemed necessary

Other Officials, Experts, or Representatives will be responsible for:

- Any special advice or expertise necessary to abate the emergency situation as required by the CCG.

## Canadian Red Cross Society

The Canadian Red Cross Society will receive requests for support from the Ontario Works Representative. The responsibilities of the Red Cross Representative during an emergency are to:

- Activate the Society's emergency alert system;
- Co-ordinate the Society's response in co-operation with the Ontario Works Representative, if an evacuation is required;
- Provide registration and inquiry to meet the following objectives:
  - Collect accurate and reliable information and answer inquiries as to the condition and whereabouts of disaster victims in co-operation with local hospitals and reception centres; and
  - Assist in reuniting separated family members as quickly as conditions permit;
- Operate an inquiry bureau to deal with national and international requests as directed by the Society's National office;
- Set up and operate an evacuation centre, upon the request of the Ontario Works Representative;
- Assist with first aid established at reception centres if required;
- Ensure that volunteers are properly registered so that Workplace Safety Insurance coverage is provided during an emergency.

## Radio Emergency Service (A.R.E.S)

The Radio Emergency Service Representative will be responsible for:

- Providing additional communication requirements to supplement the Township and emergency communications systems, as needed;
- Contacting other communications experts, as required.

## St. John Ambulance

The St. John Ambulance will receive requests for support from the Ontario Works or Ambulance Representative during an emergency to:

- Activate the Division's emergency alert system;
- Co-ordinate the Division's response in co-operation with the Health Representative;
- Provide first Aid;
- Establish first aid posts at reception centres, as required;

- Ensure that volunteers are properly registered so that Workplace Safety Insurance coverage is provided during an emergency.

## **Salvation Army Representative**

The Salvation Army will receive requests from the Ontario Works Representative. The responsibilities of the Divisional Commander or alternate of the Salvation Army during an emergency are to:

- Activate the Division's emergency alert system;
- Coordinate the Division's response in cooperation with the Ontario Works Representative, if an evacuation is required;
- Coordinate and feeding of personnel at the disaster site and reception centre;
- Provide bedding and clothing, in cooperation with Ontario Works;
- Provide and coordinate clergy assistance;
- Ensure that volunteers are properly registered so that Workplace Safety Insurance coverage is provided during an emergency.

## **Telephone Representative**

The Telephone Representative will be responsible for:

- When possible, establishing and ensuring that telephone communication needs are provided to the EOC, emergency site, and anywhere else required.

## **Emergency Site Manager**

The Emergency Site Manager's task is to take control of the scene and coordinate the response. Once appointed, the Emergency Site Manager should be relieved of all other duties and will remain in control of the scene unless the Community Control Group deems it necessary to appoint a replacement.

Some of the duties of an Emergency Site Manager include:

- Setting up a command post, and establishing regular communications with the other agencies on the site, and with the EOC;
- Establishing authority and supervising all operations within the outer perimeters of the site;
- Organizing a management team and arranging a management cycle;
- Determining the inner and outer perimeters, and ensuring they are set up;
- Organizing the layout of the site;
- Conferring with the heads of the other agencies at the site, to ascertain what is happening and what is needed;

- Passing information on what is happening, and requests for resources to the EOC, and passing direction and information from the EOC to others at the site;
- Directing and coordinating the activities of the response agencies at the site;
- Determining what resources are necessary, and asking the EOC to provide them;
- Arranging a system of relief, rest areas, food, etc., for site workers;
- Ensuring worker and volunteer safety;
- Arranging media visits to the site;
- Planning ahead for site activities and the resources to support them;
- Maintaining a log of all actions.

# Media and Public Relations

It is important to coordinate the release of accurate information or instructions to the news media, the public, and individual requests for information concerning any aspect of the emergency.

In order to fulfill these functions during an emergency, the following positions may be established:

- Emergency Information Officer
- On-Site Media Spokesperson
- Citizen Inquiry Representative

Depending on the scope of the emergency, there may be a need for an On-Site Media Centre near the emergency site, and a Media Information Centre near, but not in, the EOC. In some cases a joint media information centre may be more desirable.

## On-Site Media Spokesperson

If necessary an On-Site Media Spokesperson shall be appointed by the Emergency Site Manager and is responsible for:

- Establishing a communication link and regular liaison with the Emergency Information Officer at the EOC;
- Responding to inquiries from the media pertaining to the scene only, and only after clearance by the Emergency Information Officer;
- Redirecting all inquiries regarding decisions made by the CCG and the emergency as a whole to the Citizen Inquiry Representative;
- Establishing and coordinating a media information centre in a safe, appropriate location, at or near the site, for the media to assemble;
- Advising the following persons and agencies of the location and telephone number(s), as available, of the Site Media Information Center:
  - Media
  - CCG
  - Switchboard for Emergency Services
  - Township Citizen Inquiry Representatives
  - Any other appropriate persons, agencies, or businesses;
- Ensuring that media arriving at the site are directed to the site information centre;



- Where necessary and appropriate, coordinating media photograph sessions at the scene;
- Coordinating on-scene interviews between emergency services personnel and the media.

## **The Citizen Inquiry Representative**

The Citizen Inquiry Representative will be provided for by the Ontario Works Representative and shall be responsible for:

- Establishing a Citizen Inquiry Service, including the appointment of personnel and designation of telephone lines;
- Informing the Emergency Information Officer of the establishment of the Citizen Inquiry Service and designated telephone number(s);
- Advertising public information phone numbers through the media as quickly as possible, and advising that 9-1-1 is not to be used as an inquiry line;
- Apprising the affected emergency services and the CCG of the establishment of the Citizen Inquiry Service and designated telephone number(s);
- Liaising with the Emergency Information Officer to obtain current information on the emergency;
- Responding to, and redirecting inquiries and reports from the public based upon information from the Emergency Information Officer;
- Responding to and redirecting inquiries pertaining to the investigation of the emergency, deaths, injuries, or matters of personnel involved with or affected by the emergency to the appropriate emergency service;
- Responding to and redirecting inquiries pertaining to persons who may be located in evacuation or reception centres to the registration and inquiry telephone number(s);
- Procuring staff to assist as required.

## ***Public Information and Inquiry***

Depending on availability, information concerning an emergency situation will be communicated to the public through a number of means. These include newspaper, radio, television, public addressing system, telephone, newsletter, and individual visitation.

Where appropriate, public meetings will be held to provide information to members of the public concerning an emergency situation. Such meetings will be coordinated and conducted by the CCG.

## ***Evacuation Planning***

In an emergency, it may be necessary for the residents to be temporarily evacuated. When such an evacuation is deemed necessary, one or more emergency reception centres may need to be opened in a safe area. The County has an agreement with the Thames Valley District School board, which allows municipalities to utilize the facilities within the District's jurisdiction.

## ***Recovery Planning***

This plan assigns responsibilities and outlines activities that may be required to bring the Township back to its pre-emergency state. The plan will be activated (in whole or part) at the direction of the Community Control Group. This will be determined by the nature of the emergency and its aftermath but will normally occur once the immediate response to the emergency has been completed.

## ***Plan Review, Testing, and Maintenance***

This plan shall be reviewed annually and where necessary shall be revised by the Community Emergency Management Coordinator.

Each time the plan is revised, it must be forwarded to Council for approval; however, revisions to an appendix or minor administrative changes can be made without Council approval.

The CEMC will arrange for annual training and annual exercise for the Community Control Group and EOC staff as required by Emergency Management Ontario.

## ***Emergency Operation Centre Locations***

### **EOC**

Southwold Township Administration Office

35663 Fingal Line

Fingal, Ontario

(519) 769-2010

(519) 769-2837 (Fax)

## **Alternate EOC**

Elgin County Administration Building

450 Sunset Drive

St. Thomas, Ontario

(519) 631-1460 (phone)

(519) 631-1460 Ext 600 – Dedicated Emergency Phone Line

(519) 637-7193 (in the event of loss of power)

(519) 637-9809 (fax)

## Emergency Response Plan

### Revisions Tracking Sheet

Date of Revision	Section(s)	Replaced By
<b>2023</b>		
November	A – Emergency Response Plan	Brittany Jessome
November	A – Emergency Response Plan - Title Page	Brittany Jessome
November	B – Emergency Evacuation Plan	Brittany Jessome
Pending receiving document	B – Ontario Mass Evacuation Plan	Brittany Jessome
November	B – Shelter Assessment Tool – REMOVED	Brittany Jessome
November – highlighted information awaiting confirmation	C – Emergency Notification System	Brittany Jessome
December	D – Critical Infrastructure	Brittany Jessome
December	E – HIRA	Brittany Jessome
November	E – HIRA Specific Emerg Responses	Brittany Jessome
November	F – Land Use Maps	Brittany Jessome
November	G – Declaration of Emergency	Brittany Jessome
November	G – Termination of Emergency	Brittany Jessome
November	H – Volunteer Registration Form	Brittany Jessome
November	I – Scribe Form	Brittany Jessome
Pending receiving document	J – Fire Inventory List	Brittany Jessome
November	K – OnWARN Member Contact List	Brittany Jessome
November	L – 211 Communications Form	Brittany
November	N – Service Directory	Brittany Jessome

Pending Council approval	O – By-Law	Brittany Jessome
November	Q – O.Reg. 380/04	Brittany Jessome
November	R – Elgin County Municipal Administrators	Brittany Jessome
November	S – Dutton Dunwich Land Use Maps	Brittany Jessome
November	T – Elgin Area Water Board Members	Brittany Jessome
Pending receiving documents	T – EAPWSS Incident Mgmt System FAQ	Brittany Jessome
November	U – City of St. Thomas Water Emergency Contact List	Brittany Jessome
November	V – Certificates	Brittany Jessome
November	W – Revision Tracking Sheet	Brittany Jessome
<b>2019</b>		
May/June 2019	Whole binder	Kennedie
<b>2015</b>		
	2014 Statement of Completion	
	Tracking Sheet	
	Page 4	
	Appendix B	
	Appendix C (2)	
	Appendix D	
	Appendix E	
	Appendix F	
	Appendix G	
	Appendix O	
<b>2014</b>		
May 5, 2014	Index Sheet	Donna
	Add Emerg Info Officer Bylaw	Donna
	Add CRC Agreement	Donna
March 14, 2014	Tracking Sheet	Donna
	2013 Compliance	Donna



	Appendix B – Notification List	Donna
	Appendix C – Southwold Contacts	Donna
	Appendix D – EMO Contact List	Donna
	Appendix G – Critical Infrastructure	Donna
	Appendix L – Checklist for Emergency	Donna
	Appendix O – Add Primary Board Contact List	Donna
	Appendix R – Secondary System Plan	Donna
	Appendix S – Evacuation Shelter	Donna
	Appendix U – ONWARN Contact List	Donna
	Appendix V – Secondary System Contacts	Donna
	Appendix W – Certificates	Donna
<b>2013</b>		
March 1, 2013	Appendix B	Laurie





## **ELGIN GROUP POLICE SERVICES BOARD**

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

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

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September 28, 2023

Lori-Ann Pizzolato  
Chair of the Board  
Thames Valley District School Board  
1250 Dundas Street  
London, ON N5W 5P2

Dear Ms. Lori-Ann Pizzolato

On behalf of the Elgin Group Police Services Board, I am writing to express our deep concern regarding the ongoing pause of the School Resource Officer (SRO) program in schools in the Thames Valley District School Board district. We would like to advocate for the return of police officers to these schools, while acknowledging the importance of building positive relationships with students and the need for adaptation to address the concerns raised during the pause.

We understand that the TVDSB paused the SRO program in fall 2021 following a survey that found some students had negative experiences. While we respect the decision to review the program and address these concerns, it is crucial to recognize that the presence of police officers in our schools serves a vital role in ensuring the safety and well-being of our students, teachers, and staff.

The SRO program was initially designed not only to educate students about important topics such as alcohol and drugs, but also to build positive relationships with our youth. This relationship-building aspect is critical in fostering trust between law enforcement and our students, as it helps students see police officers as approachable figures in the community who are there to support and protect them.

In light of the recent increase in school violence, including assaults, weapon possession, and drug-related incidents, our schools require a visible law enforcement presence. Police officers are trained to respond to emergency situations, and their immediate availability can be crucial in ensuring the safety of our school community.

I would like to emphasize that I believe the police officers in our schools are open to adapting their approach as necessary. It is essential to consider the recommendations arising from the ongoing review, such as addressing systemic racism, improving professional learning, increasing diversity among SROs, and using a trauma-informed approach. These recommendations demonstrate a commitment to better serving the diverse needs of our students.

In conclusion, we urge you to consider carefully the value that the SRO program brings to TVDSB schools and the safety of our students. I believe that a collaborative effort between law enforcement, educators,

students, and parents can lead to a program that benefits everyone. Let us work together to ensure that our schools are safe, nurturing environments where our students can thrive.

Thank you for your consideration and for your dedication to the well-being of our students and schools. I look forward to a constructive dialogue and a positive outcome that benefits our entire community.

Sincerely,

Dave Jenkins  
Chairman  
Elgin Group Police Services Board

Cc: Rob Flack, MPP – Elgin-Middlesex-London  
Local Municipal Partners  
Elgin Group Police Services Board

**Municipality of Tweed Council Meeting  
Council Meeting**



**Resolution No.**

665.

**Title:**

Councillor J. Flieler

**Date:**

Tuesday, November 14, 2023

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**Moved by**

J. Flieler

**Seconded by**

P. Valiquette

WHEREAS Municipalities are facing ever increasing demands for services along with demands for repairs, maintenance, and replacement of existing infrastructure to the detriment of the tax paying public they serve as the cost of living continues to rise throughout the country;

AND WHEREAS the Federal and Provincial governments in the past contributed through partnerships to fund projects that have been out of the financial reach of small municipalities;

AND WHEREAS these 1/3 funding agreements have been instrumental in allowing municipalities to adequately plan and execute projects to protect the aging infrastructure already in place;

AND WHEREAS the Municipality of Tweed has successfully completed more than 19 capital projects using these funding scenarios over the years;

AND WHEREAS it is incumbent upon our Federal and Provincial governments to assist municipalities with limited access to funding except through municipal taxes to re-establish this very important funding stream;

NOW THEREFORE BE IT RESOLVED THAT Council lobby the relevant Federal and Provincial representatives to bring these concerns to the forefront;

AND FURTHER, that Council consider making a Delegation at the 2024 ROMA Conference;

AND FURTHER, that copies be sent to MP Kramp-Neuman, MPP Bresee, the Hastings County Warden, the Association of Municipalities of Ontario, and all Ontario municipalities.

**Carried**

To the township of Southwold,

The Fingal-Shedden & Talbotville Optimist Clubs  
would like to thank you for the use  
of the Keystone complex for  
our annual Kids Halloween  
Party. It was a great success.

Fingal-shedden - talbotville  
Optimist Clubs,

*Friend of Youth*



*Optimist Club*





Premier Ford  
Premier of Ontario  
[premier@ontario.ca](mailto:premier@ontario.ca)

The Honourable Paul Calandra  
Minister of Municipal Affairs and Housing  
[minister.mah@ontario.ca](mailto:minister.mah@ontario.ca)

The Honourable Todd A. Smith  
Minister of Energy, Ontario  
[MinisterEnergy@ontario.ca](mailto:MinisterEnergy@ontario.ca)

SENT VIA EMAIL

December 1<sup>st</sup>, 2023

**Re: Support to Revoke Strong Mayor Powers and Increase in the Leave to Construct Threshold**

Dear Premier Ford, Minister Calandra, and Minister Smith,

Please be advised that at the Regular Council Meeting on November 29<sup>th</sup> 2023, the Town of Plympton-Wyoming Council passed the following motion, supporting the attached resolutions from the Western Ontario Wardens Caucus regarding Support to Revoke Strong Mayor Powers and Increase in the Leave to Construct Threshold.

**Motion 14** Moved by Councillor Kristen Rodrigues  
Seconded by Councillor John van Klaveren  
That Council support item 'S' Strong Mayor Powers & 'T' Leave to Construct Threshold from the Western Ontario Warden's Caucus.

**Carried.**

If you have any questions regarding the above motion, please do not hesitate to contact me by phone or email at [eflynn@plympton-wyoming.ca](mailto:eflynn@plympton-wyoming.ca).

Sincerely,

Ella Flynn  
Deputy Clerk  
Town of Plympton-Wyoming

cc: Sent via e-mail  
Western Ontario Wardens' Caucus  
Hon. Rob Flack, Associate Minister of Housing – [Rob.Flack@pc.ola.org](mailto:Rob.Flack@pc.ola.org)  
Matthew Rae, Parliamentary Assistant to the Minister of Municipal Affairs and Housing – [Matthew.Rae@pc.ola.org](mailto:Matthew.Rae@pc.ola.org)  
All Ontario Municipalities





October 24, 2023

Premier R. Ford  
Premier of Ontario  
[premier@ontario.ca](mailto:premier@ontario.ca)

and

The Honourable Paul Calandra  
Minister of Municipal Affairs and Housing  
Send electronically via email  
[minister.mah@ontario.ca](mailto:minister.mah@ontario.ca)

**Re: Strong Mayor Powers**

Dear Premier Ford and Minister Calandra

Please be advised at the regular meeting of the Western Ontario Wardens' Caucus held on October 13, 2023, the following resolution was passed:

**Moved by M. Ryan, seconded by B. Milne:**

THAT item of correspondence 7-1(b) be received; and

WHEREAS the Western Ontario Wardens Caucus Inc. (WOWC) is a not-for-profit organization representing 15 upper and single tier municipalities in Southwestern Ontario with more than one and a half million residents;

AND WHEREAS the purpose of WOWC is to enhance the prosperity and overall wellbeing of rural and small urban communities across the region;

AND WHEREAS the Strong Mayors, Building Homes Act, 2022, S.O. 2022, c. 18, for select municipalities, transfers legislative responsibility from the deliberative body of the Council to the Head of Council;

AND WHEREAS the Better Municipal Governance Act, 2022, S.O. 2022, c. 24 provides for provincially appointed facilitators to assess the regional governments to determine the mix of roles and responsibilities between the upper and lower-tier municipalities;

AND WHEREAS the Building Faster Fund arbitrarily ties housing supportive funding to municipalities that establish a housing target based solely on population size;

AND WHEREAS "responsible and accountable governments with respect to matters within their jurisdiction;

AND WHEREAS overcoming the housing and affordability crisis in Ontario requires sustained, strategic, and focused efforts from all levels of government, informed from the expertise of all levels of government.

NOW THEREFORE BE IT RESOLVED THAT WOWC calls on the provincial government to work with municipalities in Ontario, as a responsible and accountable level of government, to focus all efforts on tackling the housing and affordability crisis in Ontario by:

Revoking existing 'strong mayor powers' and not implementing legislation that transfers legislative responsibility from the body of Council to the Head of Council.

Respecting spheres of jurisdiction, recognizing that municipalities are best positioned to determine the mix of roles and responsibilities between upper and lower-tier municipalities and only conduct structural and service delivery reviews of municipalities or regions where a majority of municipalities included within the region, request the same.

Recognizing rural and small urban municipalities are critical to overcoming the housing and affordability crisis in Ontario and not allocating the majority of scarce provincial housing supportive funding to a limited subset of large urban municipalities in Ontario.

AND THAT WOWC calls upon the provincial government to provide all municipalities with the financial resources to tackle the housing and affordability crisis in Ontario that is pricing too many people, especially young families and newcomers, out of home ownership, while amplifying socio-economic disparities and reliance on municipally provided human services;

AND THAT this resolution be forwarded to the Association of Municipalities of Ontario for support so that the future governance of our communities is in the hands of its constituents;

AND THAT this resolution be forwarded to: the Minister of Municipal Affairs and Housing and the Premier of Ontario; WOWC Members; the EOWC, and all WOWC area MPs and MPPs. - **CARRIED**

Please contact Kate Burns Gallagher, Executive Director, Western Ontario Warden' Caucus, [kate@wowc.ca](mailto:kate@wowc.ca) should you have any questions regarding this matter.

Sincerely,



Glen McNeil  
Chair, Western Ontario Wardens' Caucus



cc.

Hon. Rob Flack, Associate Minister of Housing

[Rob.Flack@pc.ola.org](mailto:Rob.Flack@pc.ola.org)

Matthew Rae, Parliamentary Assistant to the Minister of Municipal Affairs and Housing

[Matthew.Rae@pc.ola.org](mailto:Matthew.Rae@pc.ola.org)

WOWC MPPs

WOWC MPs

Eastern Ontario Wardens' Caucus



October 24, 2023

The Honourable Todd A. Smith,  
Minister of Energy, Ontario  
Send electronically via email  
[MinisterEnergy@ontario.ca](mailto:MinisterEnergy@ontario.ca)

**Re: Leave to Construct Threshold**

Dear Minister Smith,

On October 13, 2023, the WOWC passed a resolution in favour of the Government of Ontario updating the LTC cost threshold from \$2M to \$20M for hydrocarbon lines (by amending Ontario Regulation O.Reg.328/03) while maintaining current requirements and expectations for Indigenous consultation and environmental review for projects greater than \$2M and less than \$10M.

Western Ontario has seen significant growth in the past decade with pressures to build out the gas pipeline network. Many municipalities in our region have lost major investment opportunities because of the delays in getting natural gas to development sites. Any person or company planning to construct hydrocarbon transmission facilities within Ontario, must apply to the OEB for authorization, if the projected cost to build the pipeline is over \$2 million, a threshold that was set in 1998.

Industry proposes updating the LTC cost threshold from \$2M to \$10M for hydrocarbon lines (by amending Ontario Regulation O.Reg.328/03) while maintaining current requirements and expectations for Indigenous consultation and environmental review for projects greater than \$2M and less than \$10M. Increasing the cost threshold to \$10M would closer align Ontario with other Canadian jurisdictions (e.g., in B.C., these thresholds are \$15M for electricity and \$20M for natural gas). The WOWC is recommending a \$20M threshold for our Province to be competitive with other Canadian jurisdictions.

Ontario's outdated regulations are causing the LTC to apply far more broadly than intended when it was established over 20 years ago. Due to increased regulatory and cost pressures, as well as inflation, virtually all gas pipeline projects are now greater than \$2M rendering the threshold meaningless. Roughly 0.5 KM pipe in urban settings now often exceed the \$2M threshold.

Examples of businesses lost in the region due to the regulation include;

- EV Battery Manufacturer, investment of \$1 Billion
- New Distillery
- 2 New Agricultural processing plants - \$140 million total investment
- New Agricultural plant - \$225 million USD investment

Modernizing these outdated regulations would reduce delays and costs for economic development initiatives including new industries seeking to locate in Ontario and create jobs (or existing seeking to expand), transit projects, community expansion projects, housing developments, connections for low carbon fuel blending (e.g. renewable natural gas, hydrogen) as well as residential and business customer connections.

The WOWC supports an increase in the Leave to Construct threshold to \$20M.

Sincerely,

A handwritten signature in black ink that reads "Glen McNeil". The signature is written in a cursive, flowing style.

Glen McNeil  
Chair, Western Ontario Wardens' Caucus

cc.

Western Ontario MPPs  
WOWC Members  
WOWC Local Municipalities



Municipality of Wawa  
40 Broadway Ave,  
Wawa Ontario,  
POS 1K0  
VIA EMAIL:  
[info@wawa.ca](mailto:info@wawa.ca)

Township of Puslinch  
7404 Wellington Road 34  
Puslinch, ON N0B 2J0  
[www.puslinch.ca](http://www.puslinch.ca)

December 4, 2023

RE 6.13 Municipality of Wawa Resolution regarding Amendments to the Income Tax Act

Please be advised that Township of Puslinch Council, at its meeting held on November 29, 2023 considered the aforementioned topic and subsequent to discussion, the following was resolved:

**Resolution No. 2023-382:**

Moved by Councillor Sepulis and  
Seconded by Councillor Goyda

That the Consent Agenda item 6.13 listed for NOVEMBER 29, 2023 Council meeting be received; and

Whereas the Township of Puslinch Council supports the Municipality of Wawa Resolution Regarding Bill C-310, Amendments to Income Tax Act;

Therefore, that Council directs staff to send a support resolution accordingly.

**CARRIED**

As per the above resolution, please accept a copy of this correspondence for your information and consideration.

Sincerely,





Justine Brotherston,  
Municipal Clerk

Cc: Association of Fire Chiefs of Ontario,  
Algoma Mutual Aid Association,  
Association of Municipalities of Ontario,  
Ontario Municipalities



The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

Tuesday, November 7, 2023

Resolution # RC23265	Meeting Order: 10
Moved by: [REDACTED]	Seconded by: [REDACTED]

**WHEREAS** Canada has 90,000 volunteer firefighters who provide fire and all hazard emergency services to their communities; in addition, approximately 8,000 essential search and rescue volunteers respond to thousands of incidents every year; and

**WHEREAS** many of these individuals receive some form of pay on call, an honorarium, or are given some funding to cover expenses, but they do not draw a living wage from firefighting; and;

**WHEREAS** without volunteer firefighters and search and rescue volunteers, thousands of communities in Canada would have no fire and emergency response coverage; and;

**WHEREAS** in 2013, the federal government initiated a tax credit recognizing these individuals, and calling on the federal government to increase this tax credit from \$3,000 to \$10,000; and;

**WHEREAS** volunteer firefighters account for 71% of Canada's total firefighting essential first responders;

- The tax code of Canada currently allows volunteer firefighters and search and rescue volunteers to claim a \$3,000 tax credit if 200 hours of volunteer services were completed in a calendar year;
- This works out to a mere \$450 per year, which we allow these essential volunteers to keep of their own income from their regular jobs, \$2.25 an hour;
- If they volunteer more than 200 hours, which many do, this tax credit becomes even less;
- These essential volunteers not only put their lives on the line and give their time, training and efforts to Canadians, but they also allow cities and municipalities to keep property taxes lower than if paid services were required;

*p.2...*



## The Corporation of the Municipality of Wawa

### REGULAR COUNCIL MEETING

### RESOLUTION

- It would also help retain these volunteers in a time when volunteerism is decreasing.

**THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Municipality of Wawa call upon the Government of Canada to support Bill C-310 and enact amendments to subsections 118.06 (2) and 118.07 (2) of the Income Tax Act in order to increase the amount of the tax credits for volunteer firefighting and search and rescue volunteer services from \$3,000 to \$10,000; and;

**FURTHERMORE THAT** a copy of the resolution be shared with the Association of Fire Chiefs of Ontario, Algoma Mutual Aid Association, Association of Municipalities of Ontario and all Ontario municipalities.

RESOLUTION RESULT		RECORDED VOTE	
<input checked="" type="checkbox"/>	CARRIED	MAYOR AND COUNCIL	YES NO
<input type="checkbox"/>	DEFEATED	Mitch Hatfield	
<input type="checkbox"/>	TABLED	Cathy Cannon	
<input type="checkbox"/>	RECORDED VOTE (SEE RIGHT)	Melanie Pilon	
<input type="checkbox"/>	PECUNIARY INTEREST DECLARED	Jim Hoffmann	
<input type="checkbox"/>	WITHDRAWN	Joseph Opato	

#### Disclosure of Pecuniary Interest and the general nature thereof.

- ☐ Disclosed the pecuniary interest and general name thereof and abstained from the discussion, vote and influence.

Clerk: \_\_\_\_\_

MAYOR – MELANIE PILON	CLERK – MAURY O'NEILL
	



**THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD**

**BY-LAW NO. 2023-62**

**Being a By-law to amend the assessment schedule  
for the actual costs incurred for the construction  
of the G.H. Pennings Drain 2022**

**WHEREAS** By-law Number 2022-82, enacted the 28th day of November, 2022 provided construction to the G.H. Pennings Drain 2022 based on the estimates contained in a drainage report dated the 22nd, day of July 2022 as submitted by Mike DeVos from the firm of Spriet and Associates.

**AND WHEREAS** the Drainage Works were completed as per the Engineer's report and the total actual costs incurred were \$289,673.60(net HST) compared to an original estimated cost of \$313,600.00 (net HST).

**NOW THEREFORE** the Council of the Corporation of the Township of Southwold pursuant to the Drainage Act, 1990 and amendments thereto, enacts the following:

1. That Schedule "A" to By-Law No. 2023-62 is attached to and forming part of this by-law.
2. And that the assessments listed in the actual costs column of Schedule "A" shall be levied and assessed against the appropriate lands.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND  
FINALLY PASSED THIS 11<sup>th</sup> DAY OF DECEMBER, 2023.**

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Mayor  
Grant Jones

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CAO/Clerk  
Lisa Higgs

# SCHEDULE OF FINAL NET ASSESSMENT

## Schedule 'A' to By-Law 2023-62

### G. H. PENNINGS DRAIN 2022

#### Township of Southwold

Revised by Severance April 18, 2023

November 24, 2023

Job No. 221041

Total Estimated Cost	\$	313,600.00
Special Non Pro-rateable Assessments	\$	<u>17,710.00</u>
Total Estimated Pro-rateable Assessment	\$	<u>295,890.00</u>

Total Actual Cost	\$	<b>289,673.60</b>
Special Non Pro-rateable Assessments	\$	<u><b>25,067.68</b></u>
Total Actual Pro-rateable Assessment	\$	<u><b>264,605.92</b></u>

\* = Non-agricultural

ROLL NUMBER (OWNER)	TOTAL ESTIMATED ASSESSMENT	TOTAL ACTUAL ASSESSMENT	GRANT	ALLOW.	TOTAL AMOUNT PAYABLE
004-035 (W. Pennings)	\$ 26,457.00	\$ 23,659.73	\$ 7,886.58	\$ 3,640.00	\$ 12,133.15
* 004-039-01 (S & B Holdings LTD.)	57.00	50.97			50.97
004-041 (E. Walser)	86,342.00	77,213.17	25,737.72	11,870.00	39,605.45
* 004-039 (K. Schell)	52.00	46.50			46.50
* 004-040 (K. Snarey)	1,369.00	1,224.26		1,000.00	224.26
* 004-040-01 (B. Gillespie)	845.00	755.66			755.66
004-044 (G H Pennings Farms Inc.)	105,152.00	94,034.41	31,344.80	13,890.00	48,799.61
004-047 (A. Siviero)	23,347.00	20,878.55	6,959.52	100.00	13,819.03
* 004-080-05 (S. Williams)	170.00	152.03		160.00	-7.97
* 004-082 (Yarmouth Machine Company)	3.00	2.68			2.68
* 004-080 (B. Fulton)	1.00	0.89		640.00	-639.11
* Part 1	552.00	493.64			493.64
* Part 2	3.00	2.68			2.68
* Part 3	2.00	1.79			1.79
* 44-212-01 (Entegrus Transmission Inc.)	4,424.00	3,956.26		700.00	3,256.26
* Special Benefit Assessment	32,030.00	28,643.51			28,643.51
<u>Special Assessments</u>					
* Southwold Watermain	\$ 2,160.00	\$ 2,160.00	\$	\$	\$ 2,160.00
* Bell Canada	3,900.00	6,295.85			6,295.85
* Enbridge Gas	2,140.00	2,140.00			2,140.00
* Talbot Line	\$ 6,775.00	\$ 6,058.69	\$	\$	\$ 6,058.69
* Special Assessment	3,520.00	1,937.99			1,937.99
* Oneida Road	8,309.00	7,430.50			7,430.50
* Special Assessment	5,990.00	12,533.84			12,533.84
	<b>\$ 313,600.00</b>	<b>\$ 289,673.60</b>	<b>\$ 71,928.62</b>	<b>\$ 32,000.00</b>	<b>\$ 185,744.98</b>



**THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD**

**BY-LAW NO. 2023-63**

**Being a By-law to amend the assessment schedule  
for the actual costs incurred for the construction  
of the A & C Jones Drain 2022**

**WHEREAS** By-law Number 2023-13, enacted the 27th day of March, 2023 provided construction to the A & C Jones Drain 2022 based on the estimates contained in a drainage report dated the 12th, day of December 2022 as submitted by Mike DeVos from the firm of Spriet and Associates.

**AND WHEREAS** the Drainage Works were completed as per the Engineer's report and the total actual costs incurred were \$131,873.33(net HST) compared to an original estimated cost of \$130,000.00 (net HST).

**NOW THEREFORE** the Council of the Corporation of the Township of Southwold pursuant to the Drainage Act, 1990 and amendments thereto, enacts the following:

1. That Schedule "A" to By-Law No. 2023-63 is attached to and forming part of this by-law.
2. And that the assessments listed in the actual costs column of Schedule "A" shall be levied and assessed against the appropriate lands.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND  
FINALLY PASSED THIS 11<sup>th</sup> DAY OF DECEMBER, 2023.**

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Mayor  
Grant Jones

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CAO/Clerk  
Lisa Higgs



# SCHEDULE OF FINAL NET ASSESSMENT

## Schedule 'A' to By-Law 2023-63

### A & C JONES DRAIN 2022

#### Township of Southwold

Job No. 221191

November 24, 2023

Total Estimated Cost	\$	130,000.00
Special Non Pro-rateable Assessments	\$	
Total Estimated Pro-rateable Assessment	\$	130,000.00

Total Actual Cost	\$	131,873.33
Special Non Pro-rateable Assessments	\$	
Total Actual Pro-rateable Assessment	\$	131,873.33

\* = Non-agricultural

ROLL NUMBER (OWNER)	TOTAL ESTIMATED ASSESSMENT	TOTAL ACTUAL ASSESSMENT	GRANT	ALLOW.	TOTAL AMOUNT PAYABLE
* 008-077-02 (D. & H. Jones)	\$ 552.00	\$ 559.95	\$		\$ 559.95
008-077 (KM Luyks Farms Inc.)	25,309.00	25,673.71	8,557.90		17,115.81
* 008-078 (N. & J. Shearon)	1,214.00	1,231.49			1,231.49
008-080 (J. & H. Hampson)	12,415.00	12,593.90	4,197.97		8,395.93
* 008-007 (R. & M. Malthaner)	520.00	527.49		240.00	287.49
008-008 (A. & C. Jones)	56,448.00	57,261.43	19,087.14	3,460.00	34,714.29
* 008-009 (B. Cott & R. Margaret)	9,200.00	9,332.57		220.00	9,112.57
008-010 (1525064 Ontario Inc.)	1,379.00	1,398.87	466.29		932.58
* Lake Line	\$ 22,963.00	23,293.90	\$		\$ 23,293.90
	<b>\$ 130,000.00</b>	<b>\$ 131,873.31</b>	<b>\$ 32,309.30</b>	<b>\$ 3,920.00</b>	<b>\$ 95,644.01</b>



**THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD**

**BY-LAW NO. 2023-64**

**Being a By-Law to amend By-law No. 2014-65,  
being a By-law to regulate the distribution and use of  
water and to fix the prices and times of payments.**

**WHEREAS** Section 391 of the Municipal Act, 2001, R.S.O. 2001, c. 25, as amended, provides that the Council of a local municipality may pass by-laws to impose fees and charges;

**AND WHEREAS** the Council for the Township of Southwold has received notice of water rate increases effective January 1, 2024;

**AND WHEREAS** the Council for the Township of Southwold has completed a Water and Wastewater Rate Study to recommend rates for the Township Water System;

**AND WHEREAS** it is deemed necessary and appropriate to amend By-law 2014-65.

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

1. That By-law 2014-65 is hereby amended by deleting Schedule "C" and substituting therefor Schedule "A" attached to this by-law.
2. That the rates as set out in Schedule "A" are effective January 1, 2024 and apply to all consumers of the Southwold water distribution system.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND  
FINALLY PASSED THIS 11<sup>th</sup> DAY OF DECEMBER, 2023.**

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Mayor  
Grant Jones

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CAO/Clerk  
Lisa Higgs

## Schedule "A" to By-law #2023-64

## By-law #2014-65

## Schedule "C" Effective January 1, 2024

Water User Fees	
Fee	2024
<b>Water</b>	
Basic Quarterly Charge for Water Service	\$43.20
Consumption Charge per cubic meter	\$2.870
Southwold Capital Infrastructure Rate (Lynhurst) per cubic meter	\$1.639
Water Filling Station per cubic meter	\$3.440
Tri-County Water Rate (Dutton-Dunwich)	\$2.130
Water Meter Charge - 3/4 inch meter (plus HST)	\$650.00
Water Meter Charge - larger than 3/4 inch meter (plus HST)	Actual Cost plus Administration and inspection fee of \$225
Shut-off and/or Reconnection Charge for Non Payment of Account	
during normal business hours	\$80.00
after normal business hours	\$260.00
Shut-off and/or Reconnection at Customer's Request	
during normal business hours and 48 hours notice given to the Township	\$53.00
after normal business hours	\$260.00
Non-Metered Quarterly Consumption Charge (based on consumption of 60.6 cu m x 2.5)	\$434.81
Disconnection Fee for Discontinuing Water Service and Billing	\$260.00
Failure to install remote read out	\$55.00
Township Plumbing Fees	incl. in meter charge
Malfunction/Testing of Meters	Cost of a new meter per Schedule "A" to By-law
Frost Plate and Gasket	cost plus \$30.00 administration fee plus HST
Final Reads	\$37.00
Work Orders	\$37.00
Water Fill Station Key - Deposit for new accounts	\$130.00
Charge for installation of lock box for Unauthorized use of water	\$160.00
Charge for mailing of register letter	cost plus \$6.00 administration fee plus HST

<b>Water User Fees</b>	
<b>Fee</b>	<b>2024</b>
Construction Water	\$160.00
<b>Fire Protection Rates - Annual Amount</b>	
2" Meter	\$729.64
3" Meter	\$863.65
4" Meter	\$2,265.37
5" Meter	\$2,871.71
6" Meter	\$3,493.85
8" Meter	\$5,019.96
10" Meter	\$11,293.26



**THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD**

**BY-LAW NO. 2023-65**

**Being a By-Law to adopt the 2024 Water System  
Operating and Capital Budgets**

**WHEREAS** it is necessary for the Council of the Township of Southwold, pursuant to Section 290 (1) of the Municipal Act 2001, S.O. 2001, c.25, to prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality;

**AND WHEREAS** the Council for the Township of Southwold desires to adopt Operating and Capital Budgets for the Southwold Water Distribution System.

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

1. That the 2024 Water System Operating Budget, attached as Schedule "A", and forming part of this by-law, is hereby adopted.
2. That the 2024 Water System Capital Budget, attached as Schedule "B", and forming part of this by-law, is hereby adopted.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND  
FINALLY PASSED THIS 11th DAY OF DECEMBER, 2023.**

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Mayor  
Grant Jones

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CAO/Clerk  
Lisa Higgs

Water Operating 2024	Water System Operating	2023 Budget	2023 Projected	2024 Forecast	\$ Variance	% Variance	Notes	2025 Forecast	2026 Forecast
Water Operating	Account	2023 Budget	2023 Projected	2024 Forecast	\$ Variance	% Variance	Notes	2025 Forecast	2026 Forecast
<b>Revenue</b>	<b>Revenue</b>								
01.4211.0370	Water Billings	(\$1,519,863)	(\$1,519,863)	(\$1,573,966)	(\$54,103)	3.56%		(\$1,644,553)	(\$1,658,117)
01.4211.0371	Water Billings - Industrial	(\$10,000)	(\$10,000)	(\$10,000)	\$0	0.00%		(\$696,000)	(\$696,000)
01.4211.0372	Water Billings - Tri-County Water System	(\$399,560)	(\$399,560)	(\$422,060)	(\$22,500)	5.63%		(\$448,000)	(\$448,000)
01.4211.0373	Water Filling Station	(\$10,103)	(\$10,103)	(\$10,261)	(\$158)	1.56%		(\$10,440)	(\$10,440)
01.4211.0374	Construction Water	(\$5,850)	(\$2,240)	(\$2,100)	\$3,750	-64.10%	Fewer new builds than 2023	(\$16,050)	(\$20,100)
01.4211.0375	Water meter fees & misc	(\$66,875)	(\$33,800)	(\$31,050)	\$35,825	-53.57%	Related to new connection estimates	(\$84,375)	(\$101,250)
01-4211-0376	Water Connection and curbstops fees	(\$249,037)	(\$125,981)	(\$142,776)	\$106,261	-42.67%	offset by transfer to reserve-significant		
01.4211.0377	Penalty & Interest	(\$10,000)	(\$16,875)	(\$10,000)	\$0	0.00%	increase related to anticipated new builds-	(\$623,679)	(\$763,296)
01.4211.0379	Grants	\$0	\$0	\$0	\$0	0.00%		\$0	\$0
01.4211.0382	Water Investment Income	(\$85,000)	(\$85,000)	(\$85,000)	\$0	0.00%	offset by transfer to reserve--offset below	(\$90,000)	(\$90,000)
	Water Truck Revenue				\$0	0.00%	Truck usage by other departments		
<b>Sub Total</b>	<b>Water Department Revenue</b>	<b>(\$2,356,289)</b>	<b>(\$2,203,422)</b>	<b>(\$2,287,213)</b>	<b>\$69,076</b>	<b>-2.93%</b>		<b>(\$3,623,097)</b>	<b>(\$3,797,203)</b>
	<b>Expenditures</b>								
01.4211.1110	Salaries and Wages	\$160,000	\$164,000	\$166,400	\$6,400	4.00%	Wages and Salaries - Allocation from Admin (Accounting Clerk, Treasurer, CAO), Dir of Infrastructure and Water/WW & Compliance Superintendent + New Summer Student	\$173,056	\$179,978
	Overhead	\$50,000	\$51,240	\$52,000	\$2,000	4.00%		\$54,080	\$56,243
01.4211.1112	Roads Wages Allocated	\$500	\$500	\$500	\$0	0.00%	Misc Road Time	\$520	\$541
	Health & Safety	\$150	\$250	\$250	\$100	66.67%	increased due to staffing changes	\$260	\$270
01.4211.1220	Training & mileage	\$2,500	\$2,500	\$2,600	\$100	4.00%	increased due to staffing changes	\$2,704	\$2,812
01.4211.2120	Utilities	\$10,000	\$10,000	\$10,400	\$400	4.00%		\$10,816	\$11,249
01.4211.2140	Materials and Supplies	\$3,308	\$3,500	\$3,440	\$132	4.00%	Better reflects historical costs	\$3,578	\$3,721
01.4211.2150	Clothing Allowance	\$1,000	\$1,000	\$1,000	\$0	0.00%		\$1,040	\$1,082
01.4211.2180	Property maintenance	\$2,881	\$6,251	\$3,000	\$119	4.13%	reflective of prior year actuals	\$3,120	\$3,245
01.4211.2700	Roads equipment time	\$15,000	\$180	\$15,000	\$0	0.00%	reflective of prior year actuals	\$15,600	\$16,224
01.4211.3110	Postage and Courier	\$5,000	\$5,000	\$5,200	\$200	4.00%		\$5,408	\$5,624
01.4211.3130	Telephone & internet	\$5,000	\$5,000	\$5,200	\$200	4.00%	reflective of prior year actuals	\$5,408	\$5,624
01.4211.3150	Legal and Audit fees	\$2,500	\$0	\$2,600	\$100	4.00%	reflective of prior year actuals	\$2,704	\$2,812
01.4211.3140	Insurance	\$48,144	\$48,983	\$52,755	\$4,611	9.58%	7.7% increase in premium	\$54,865	\$57,059
01.4211.3160	System Maintenance	\$12,000	\$1,500	\$12,000	\$0	0.00%	reflective of prior year average, difficult to predict	\$12,480	\$12,979
01.4211.3161	Equipment Costs	\$50,000	\$75,000	\$52,000	\$2,000	4.00%	Total fluctuates with number of service connections, costs dependent on work required repairs waterline breaks etc	\$54,080	\$56,243
01.4211.3170	Memberships & subscriptions	\$1,000	\$3,600	\$3,700	\$2,700	270.00%	new radio read system membership	\$3,848	\$4,002
01.4211.3180	Water truck fuel and maintenance	\$2,019		\$2,099	\$81	4.00%		\$2,183	\$2,271
01.4211.3300	OCWA Contract	\$131,775	\$131,775	\$137,045	\$5,271	4.00%	Agreement cost increased CPI 4.0%	\$142,527	\$148,228
	OCWA Extra/Out of Scope Work	\$25,000	\$25,000	\$26,000	\$1,000	4.00%		\$27,040	\$28,122
	Vehicle - Summer Student	\$2,400	\$2,400	\$2,496	\$96	4.00%		\$2,596	\$2,700
01.4211.3302	Water Testing	\$0	\$0	\$0	\$0	0.00%	OCWA covers costs	\$0	\$0
01.4211.3303	Studies, standards	\$0	\$0	\$0	\$0	0.00%	Misc. minor studies, engineering	\$0	\$0
01.4211.3310	Water Costs	\$1,286,095	\$1,331,000	\$1,337,539	\$51,444	4.00%	2022-consumptions assumed below (metered use + 20% loss)	\$1,391,040	\$1,446,682
01.4211.9999	Miscellaneous Waterline Costs	\$25,000	\$25,000	\$25,000	\$0	0.00%	Breaks, major repairs	\$26,000	\$27,040
01.4211.6100	Transfer to Reserve - Water	\$180,981	\$98,762	\$156,227	(\$24,754)	-13.68%		\$162,476	\$168,975
	Transfer to Reserve - Connections	\$249,037	\$125,981	\$127,762	(\$121,275)	-48.70%	connection fees transferred to reserve--offset	\$132,872	\$138,187
	Transfer to Reserve - Investment Income	\$85,000	\$85,000	\$85,000	\$0	0.00%	investment interest transferred to reserve-off	\$88,400	\$91,936
01.4211.7000	Amortization	\$0		\$0	\$0	0.00%		\$0	\$0
<b>Sub Total</b>	<b>Water Department Expenditures</b>	<b>\$2,356,289</b>	<b>\$2,203,422</b>	<b>\$2,287,213</b>	<b>(\$69,075)</b>	<b>-2.93%</b>		<b>\$2,378,702</b>	<b>\$2,473,850</b>
<b>Total</b>	<b>Water Department</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>129.51%</b>		<b>(\$1,244,395)</b>	<b>(\$1,323,353)</b>



	Inputs/Assumptions								
	1806 Water Connections								
	10 New connections Estimated - revenue based on 50% to account for occupancy through 2024								
	168 m3 per HH as per Water/Wastewater Study								
	Rates as per the Water/Wastewater Study								
	Dutton Dunwich consumption estimated at 200,000 m3								
	Water loss estimated at 20%								
	<b>Rates</b>	<b>2023</b>		<b>2024</b>				<b>2025</b>	<b>2026</b>
	Primary Water Purchase rate (/m3)	\$0.9649		\$0.9987	\$0.0338	3.50%		\$1.0600	\$1.0600
	Secondary Water Purchase Rate (/m3)	\$0.6229		\$0.6416	\$0.0187	3.56%		\$0.6400	\$0.6400
	Southwold Rate (/m3)	\$1.2100		\$1.2100	\$0.0000	0.00%		\$1.2100	\$1.2100
	Southwold Water Fill Station (/m3)	\$1.7800		\$1.7800	\$0.0000	0.00%		\$1.7800	\$1.7800
	Fill Station m3	3000		3,000					
	Southwold Rate Capital Pass Through to D	\$0.4100		\$0.4700	\$0.0600	21.82%		\$0.5400	\$0.5400
	Dutton Dunwich m3	200,000		200,000					
	Southwold Monthly Base Rate	\$13.51		\$14.40	\$0.0000	0.00%		\$14.40	\$14.40
	Construction Water	\$160.00		\$160.00				\$160.00	\$160.00
	Total Rates								
	Southwold (/m3)	\$2.7978		\$2.85	\$0.0690	2.65%		\$2.91	\$2.91
	Southwold Water Fill Station (/m3)	\$3.3678		\$3.42	\$0.0690	2.17%		\$3.48	\$3.48
	Dutton Dunwich (/m3)	\$1.9978		\$2.11	\$0.1040	6.23%		\$2.24	\$2.24
	water quarterly charge	\$40.53		\$43.20	3.00%			\$43.20	\$43.20
	water consumption	\$2.820		\$2.870	4.00%			\$2.985	\$3.104
	water consumption fill station	\$3.380		\$3.440	4.00%			\$3.578	\$3.721
	Resulting Rate Increases continued								
	Total Rate to Charge Dutton Dunwich for water pulled through			\$203,237.3912				\$238.0224	\$238.2849
	Development and Growth assumptions	2023		2024				2025	2026
	In-fill / Rural	5		5				5	5
	DHP phase I	0		0				0	0
	DHP phase II	7		2				0	0
	DHP Condo	32		20				0	0
	Enclave	2		0				0	0
	Enclave Condo								55
	Woodland							28	
	Municipal property Union and Talbot								
	Florence Court								
	Southside	0		0				0	0
	Farhi	29		10				70	70
	Total anticipated development	75		37				103	130
	Consumption assumptions	2023		2024				2025	2026
	estimated household consumption	352,988		356,516				368,276	371,720
	(note increases based on average occupancy mid-year)								
	Total Connection assumptions	2023		2024				2025	2026
	estimated households	1,766		1,806				1,843	1,850

	Settlement Area Connection 1"	4		4				4	4
	Rate	\$9,916.00		\$10,570.00				\$10,570.00	\$10,570.00
	Development Build Connections 1"	35		10				103	130
	Rate	\$4,851.00		\$5,171.00				\$5,171.00	\$5,171.00
	Other 1" Connections	3		3				3	3
	Rate	\$13,196.00		\$16,262.00				\$16,262.00	\$16,262.00

## Schedule "B" to By-Law No. 2023-65

<b>Sanitary System Capital Forecast</b>				
			<b>Funding Source</b>	
<b>Capital Items and Projects</b>	<b>Budget</b>	<b>Reserve</b>	<b>Other</b>	<b>Notes</b>
<b>2023 Capital</b>				
<b>Carry Forwards</b>				
Antenna/Communication Upgrade	\$3,000		\$3,000	To be funded by Connection Fees
Equipment Storage Building	\$10,000		\$10,000	To be funded by Connection Fees
Forcemain to Development Lands	\$2,500,000		\$2,500,000	To be funded by Connection Fees
Regrading of driveway				Reserve
<b>OCWA Capital Recommendations</b>				
Membrane 1 Replacement	\$170,146		\$170,146	Reserve
<b>2023 Total</b>	<b>\$2,683,146</b>	<b>\$0</b>	<b>\$2,683,146</b>	
<b>2024 Capital</b>				
<b>Carry Forwards</b>				
Antenna/Communication Upgrade	\$3,000		\$3,000	To be funded by Connection Fees
Equipment Storage(plumbing, electrical)	\$5,000		\$5,000	To be funded by Connection Fees
Rate Study (2024/2025)	\$30,000	\$30,000		Reserve
EA Study for Plant relocation/expansion	\$70,000	\$70,000		Reserve-includes contingencies for MECP
<b>2024 Total</b>	<b>\$108,000</b>	<b>\$100,000</b>	<b>\$8,000</b>	
<b>2025 Capital</b>				
WWTP/Pump Station/Forcemain Design	\$450,000		\$450,000	To be funded by Connection Fees
Fencing from 2021	\$22,500	\$22,500		To be funded by Connection Fees
OCWA Capital Recommendations	\$5,000	\$5,000		Reserve
<b>2025 Total</b>	<b>\$477,500</b>	<b>\$27,500</b>	<b>\$450,000</b>	
<b>2026 Capital</b>				
WWTP/Pump Station Construction	\$14,115,200		\$14,115,200	To be funded by Connection Fees
OCWA Capital Recommendations	\$5,000	\$5,000		Reserve
<b>2026 Total</b>	<b>\$14,120,200</b>	<b>\$5,000</b>	<b>\$0</b>	
<b>2027 Capital</b>				
<b>OCWA Capital Recommendations</b>				
Membrane Pump Discharge Check Valves	\$5,000	\$5,000		Reserve
Membranes: Module Air Diffusers	\$5,000	\$5,000		Reserve
<b>2027 Total</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$0</b>	

## The Corporation of the Township of Southwold

(6-Year Recommended Capital/Major Maintenance from 2024 to 2029)

The Ontario Clean Water Agency has identified the following capital projects/major maintenance for your review and approval.

Ref. No.	Scope of Work							Compliance	DWQMS RA Outcome*	Health & Safety	Repair / Maintenance	Lifecycle Replacement	Improvement	Spare Parts Inventory	Approved by Client	Rationale for Project
		2024	2025	2026	2027	2028	2029									
	<b>Shedden Re-Chlorination Facility</b>															
1	Purchase chlorine pump/rebuild kit for spare parts inventory	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -									Currently spare pump rebuild kit is in stock inventory. Placeholder in 2024.
2	Building Condition Assessment Recommendations	\$ -	\$ -													Implementation of Condition Assessment Recommendations per the IRC Group report. These costs have been removed and the Township will coordinate and replacements or repairs.
3	Chlorine analyzer(s) parts: inlet and outlet (membrane caps, pH standards, cl2 probe replacement, pH probe replacement, electrolyte)	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00									Chlorine probes required every 3- 5 years for inlet and outlet analyzer, pH probes require annual replacement.
	<b>Total Estimate - Recommended Capital</b>	<b>\$4,500</b>	<b>\$2,000</b>	<b>\$4,500</b>	<b>\$2,000</b>	<b>\$2,000</b>	<b>\$2,000</b>									
	<b>Distribution System</b>															
1	Fire flow testing	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -									Fire flow testing on hydrants last completed in 2017. Recommend to start again in five years or when Ford water tower is taken out of service.
2	Hydrant maintenance and repairs	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00									Placeholder for possible repairs or replacement.
3	Chambers PRV: Inspect/Service/Rebuild	\$ -	\$ -	\$ -	\$ -	\$10,000	\$10,000									Recommend for inspection/service/rebuild of PRV's at chambers
4	Sample Station replacement	\$ -	\$ -	\$ 5,500.00	\$ -	\$ -	\$ -									Due to failed components in the sample station, OCWA recommends for it to be removed and replaced in 2023 and 2026.
5	Sample station maintenance/repairs/rebuild kits	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00									Purchase spare rebuild kits and on-going maintenance to sample stations, ball valves and plungers.
6	Valve/Service Locator/Repair Parts/Equipment	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00									Supplies for locating valves during hydrant inspection/valve operations, repair parts for breaks to ensure stock available for after hour repairs.
7	Fire Hydrant/Sample Station Painting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -									To maintain fire hydrant and sample station exterior condition. Township will paint hydrants using internal resources.
8	Auto flusher maintenance: replace controllers, lids, etc	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00									Four auto flushers require regular maintenance/replacement of parts: including controllers, valves.
	<b>Total Estimate - Recommended Capital</b>	<b>\$19,500</b>	<b>\$19,500</b>	<b>\$25,000</b>	<b>\$14,500</b>	<b>\$24,500</b>	<b>\$24,500</b>									
	<b>Total Capital Estimate</b>	<b>\$27,000</b>	<b>\$24,000</b>	<b>\$21,500</b>	<b>\$29,500</b>	<b>\$16,500</b>	<b>\$26,500</b>									

**2024 Recommended Capital Presented by:**  
**2024 Recommended Capital Approved by:**

Vitaly Talashok  
 Dale LeBritton

\* **NOTE** : a requirement of DWQMS v. 2.0 is to consider the outcomes of the risk assessment (RA) documented under Element 8 as part of the system's infrastructure review

Legend:

- H High priority recommended to be completed in upcoming year
- M Medium priority recommended to be completed in 1 to 3 years
- L Low priority recommended to be completed in years 4 to 5



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

### **BY-LAW NO. 2023-66**

#### **Being a By-Law to establish Sanitary Sewer Rates and to repeal By-law No. 2022-98**

**WHEREAS** Section 391 of the Municipal Act, 2001, R.S.O. 2001, c. 25, as amended, provides that the Council of a local municipality may pass by-laws to impose fees and charges;

**AND WHEREAS** the Council for the Township of Southwold has completed a Water and Wastewater Rate Study to recommend rates for the Talbotville Sanitary Sewer System;

**AND WHEREAS** the Council for the Township of Southwold has received notice from the City of St. Thomas of Sanitary Sewer Rates effective January 1, 2024;

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

1. A sewer service rate is hereby imposed upon the owners or occupants of lands which are supplied with sewer service by the Township of Southwold, including the owners or occupants of lands in the Township of Southwold which are serviced by the St. Thomas Sewer System and the Talbotville Sanitary Sewer System.
2. A rate per cubic meter of \$2.71 shall be charged for wastewater collection and treatment based on the water consumed as indicated by the water meter for properties serviced by the Talbotville Sanitary Sewer System.
3. A rate per cubic meter of \$2.71 shall be charged for wastewater collection and treatment based on the water consumed as indicated by the water meter for properties serviced by the St. Thomas Sanitary Sewer System.

4. A flat rate of \$22.74 per month shall be charged for capital requirements for the sewer system.
5. A late payment penalty of five percent (5%) will be charged on all wastewater billings the day following the due date as specified on the billing.
6. The Treasurer is hereby empowered to accept partial payment from time to time on account of sanitary sewer fees due to the Township.
7. That By-law 2022-98 is hereby repealed.
8. This by-law comes into full force and effect on January 1, 2024.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND  
FINALLY PASSED THIS 11<sup>th</sup> DAY OF DECEMBER, 2023.**

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Mayor  
Grant Jones

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CAO/Clerk  
Lisa Higgs





**THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD**

**BY-LAW NO. 2023-67**

**Being a By-Law to adopt the 2024 Sanitary Sewer  
System Operating and Capital Budgets**

**WHEREAS** it is necessary for the Council of the Township of Southwold, pursuant to Section 290 (1) of the Municipal Act 2001, S.O. 2001, c.25, to prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality;

**AND WHEREAS** the Council for the Township of Southwold desires to adopt Operating and Capital Budgets for the Southwold Sanitary Sewer System.

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

1. That the 2024 Sanitary Sewer Operating Budget, attached as Schedule "A", and forming part of this by-law, is hereby adopted.
2. That the 2024 Sanitary Sewer System Capital Budget, attached as Schedule "B", and forming part of this by-law, is hereby adopted.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND  
FINALLY PASSED THIS 11<sup>th</sup> DAY OF DECEMBER, 2023.**

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Mayor  
Grant Jones

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CAO/Clerk  
Lisa Higgs

## Schedule "A" to By-Law No. 2023-67

**Sanitary Operating**

Account	2023 Budget	2023 Projected	2024 Budget	\$ Variance	% Variance	Notes	2025 Forecast	2026 Forecast
<b>Talbotville</b>								
<b>Revenue</b>								
Talbotville Per HH Flat Rate	(\$61,803)	(\$61,803)	(\$64,673)	(\$2,869)	4.64%		(\$76,952)	(\$97,180)
Talbotville Per M3 Rate	(\$101,002)	(\$101,002)	(\$107,901)	(\$6,900)	6.83%		(\$133,600)	(\$158,501)
Transfer from Talbotville Sewer Reserve	\$0	\$0	\$0	\$0	0.00%		\$0	\$0
<b>Total Revenue</b>	<b>(\$162,805)</b>	<b>(\$162,805)</b>	<b>(\$172,574)</b>	<b>(\$9,769)</b>	<b>6.00%</b>		<b>(\$210,552)</b>	<b>(\$255,681)</b>
<b>Expenses</b>								
Wages	\$72,000	\$75,440	\$74,000	\$2,000	2.78%	New - allocation of staff time	\$76,220	\$78,507
Overhead	\$23,000	\$23,568	\$23,252	\$252	1.10%		\$23,950	\$24,668
Roads Labour Allocation(Site Maint)	\$500	\$0	\$0	(\$500)	-100.00%		\$0	\$0
Roads Machine Time Allocation(Site Maint)	\$500	\$0	\$0	(\$500)	-100.00%		\$0	\$0
Training	\$2,000	\$0	\$0	(\$2,000)	-100.00%		\$0	\$0
Utilities	\$55,000	\$47,665	\$51,002	(\$3,998)	-7.27%	Based on Prior Year Actuals	\$52,532	\$54,108
Consummables, Chemicals	\$21,125	\$45,000	\$31,000	\$9,875	46.75%	Consumables, Chemicals (+30%), supplies	\$31,930	\$32,888
Property Tax PIL	\$5,000	\$5,100	\$5,150	\$150	3.00%	Based on Actuals	\$5,305	\$5,464
Property Maintenance	\$1,500	\$1,500	\$1,545	\$45	3.00%		\$1,591	\$1,639
Insurance	\$3,823	\$3,240	\$4,205	\$382	10.00%		\$4,331	\$4,461
Legal	\$1,000	\$1,000	\$1,030	\$30	3.00%		\$1,061	\$1,093
System Maintenance	\$30,000	\$5,000	\$8,000	(\$22,000)	-73.33%	Additional breakdown starting 2022 - see below	\$8,240	\$8,487
Misc	\$1,000	\$1,000	\$1,030	\$30	3.00%		\$1,061	\$1,093
Contracted Services	\$1,000	\$4,000	\$5,000	\$4,000	400.00%	Other contracted service ie. Waste Coll, Generator Insp, Driveway snow removal, etc.	\$5,150	\$5,305
OCWA Contract	\$40,079	\$40,079	\$99,899	\$59,820	149.26%	OCWA agreement updated	\$102,896	\$105,983
OCWA Extra/Out of Scope	\$45,000	\$110,000	\$46,350	\$1,350	3.00%	2023 projected-Q1 & Q2 only	\$47,741	\$49,173
Wastewater Testing	\$6,000	\$6,000	\$6,180	\$180	3.00%	Based on Actuals	\$6,365	\$6,556
Plans and studies	\$5,000	\$5,000	\$5,150	\$150	3.00%	Misc Studies, engineering	\$5,305	\$5,464
Replace Activated Carbon - Screening Room	\$2,500	\$2,500	\$2,750	\$250	10.00%	\$5,000 every other year, annualized to \$2,500	\$2,833	\$2,917
Cleaning Raw Equalization Tanks	\$4,000	\$8,200	\$8,000	\$4,000	100.00%		\$8,240	\$8,487
Membrane Cleaning	\$20,000	\$23,710	\$20,000	\$0	0.00%		\$20,600	\$21,218
Sludge/Biosolids Removal	\$50,000	\$65,000	\$13,000	(\$37,000)	-74.00%	Sludge press operational-part of OCWA contract	\$13,390	\$13,792

Account	2023 Budget	2023 Projected	2024 Budget	\$ Variance	% Variance	Notes	2025 Forecast	2026 Forecast
Disolved Oxygen/pH Meter/Probe Repl	\$5,000		\$5,000	\$0	0.00%	annualized to \$5,000	\$5,150	\$5,305
Cassette Replacement	\$2,000		\$2,000	\$0	0.00%		\$2,060	\$2,122
Equipment Failure/Replacement						items not planned for such as possible equipment, failure(blowers, motors, pumps,switches)		
Contingency	\$5,000		\$12,000	\$7,000	140.00%		\$12,360	\$12,731
<b>Total Expenses</b>	<b>\$402,027</b>	<b>\$473,002</b>	<b>\$425,543</b>	<b>\$23,516</b>	5.85%		<b>\$438,309</b>	<b>\$451,458</b>
<b>Net Operating (Revenue)/Expense</b>	<b>\$239,222</b>	<b>\$310,197</b>	<b>\$252,969</b>	<b>\$13,747</b>	5.75%		<b>\$227,757</b>	<b>\$195,778</b>
<b>Accumulated Operating Deficit</b>								
<b>Talbotville System</b>	<b>\$1,063,834</b>	<b>\$1,374,031</b>	<b>\$1,627,000</b>				<b>\$1,854,757</b>	<b>\$2,050,535</b>
<b>Ferndale/Lynhurst</b>								
<b>Revenue</b>								
Ferndale Monthly	(\$43,176)	(\$32,000)	(\$47,754)	(\$4,578)	10.60%	Offset below	(\$47,754)	(\$52,815)
Ferndale Per Cubic Meter	(\$74,970)	(\$64,000)	(\$79,674)	(\$4,704)	6.27%	Offset below - to St. Thomas	(\$82,861)	(\$86,175)
Lynhurst Monthly (from St. Thomas)	(\$11,596)	(\$10,000)	(\$12,825)	(\$1,230)	10.60%	Offset below	(\$12,825)	(\$14,185)
Sewer Investment Income	(\$2,000)	(\$2,000)	(\$2,000)	\$0	0.00%	Reserve Interest - offset below with Transfer to Reserve	(\$2,000)	(\$2,000)
<b>Total Revenue</b>	<b>(\$131,742)</b>	<b>(\$108,000)</b>	<b>(\$142,253)</b>	<b>(\$10,512)</b>			<b>(\$145,440)</b>	<b>(\$155,175)</b>
<b>Expenses</b>								
Ferndale Per Cubic Meter to St. Thomas	\$74,970	\$64,000	\$79,674	\$4,704	6.27%	To St. Thomas	\$82,861	\$86,175
Transfer to sewer reserve	\$56,772	\$44,000	\$62,579	\$5,808	10.23%	Ferndale, Lynhurst, Investment from above	\$62,579	\$69,000
Transfer to Capital Projects	\$25,000		\$25,000	\$0	0.00%	Lynhurst Street Reconstruction - Sanitary Exp		\$30,000
<b>Total Expenses</b>	<b>\$156,742</b>	<b>\$108,000</b>	<b>\$167,253</b>	<b>\$10,512</b>			<b>\$145,440</b>	<b>\$185,175</b>
<b>Reserve for Ferndale/Lynhurst</b>	<b>(\$516,282)</b>	<b>(\$516,282)</b>	<b>(\$658,535)</b>				<b>(\$803,976)</b>	<b>(\$989,151)</b>
<b>Net Reserves - Sanitary</b>	<b>\$547,552</b>	<b>\$857,749</b>	<b>\$968,465</b>				<b>\$1,050,781</b>	<b>\$1,061,384</b>

Account	2023 Budget	2023 Projected	2024 Budget	\$ Variance	% Variance	Notes	2025 Forecast	2026 Forecast
<b>Inputs/Assumptions</b>								
92 Talbotville Connections								
130 New connections Talbotville								
170 Connections Ferndale								
5 New Connection Ferndale								
168 m3 per HH as per Water/Wastewater Study								
Rates as per the Water/Wastewater Study								
<b>Connections</b>								
Talbotville	235		232				242	322
Ferndale	175		175				175	175
Lynhurst	47		47				47	47
<b>Growth (calc. based on 6 months)</b>								
Talbotville	31		10				80	
Talbotville - Other			0				0	0
Ferndale	0							
Lynhurst	0							
HH m3 Water Consumption	168		168				168	168
HH/Month	20.56		22.74				22.74	25.15
m3 Rate Talbotville	2.40		2.71				2.82	2.93
m3 Ferndale (to St. Thomas)	2.55		2.71				2.8184	2.931136
Talbotville / HH Flat Qtrly	\$61,803.36		\$64,672.56				\$76,952.16	\$97,179.60
Talbotville m3	\$101,001.60		\$107,901.36				\$133,600.32	\$158,501.28
Total Talbotville	\$162,804.96		\$172,573.92				\$210,552.48	\$255,680.88
Ferndale HH	\$43,176.00		\$47,754.00				\$47,754.00	\$52,815.00
Ferndale M3 (to St. Thomas)	\$74,970.00		\$79,674.00				\$82,860.96	\$86,175.40
Total Ferndale	\$118,146.00		\$127,428.00				\$130,614.96	\$138,990.40
Lynhurst HH (from St. Thomas)	\$11,595.84		\$12,825.36				\$12,825.36	\$14,184.60
Total Revenue	\$292,546.80		\$312,827.28				\$353,992.80	\$408,855.88

<b>Sanitary System Capital Forecast</b>				
			<b>Funding Source</b>	
<b>Capital Items and Projects</b>	<b>Budget</b>	<b>Reserve</b>	<b>Other</b>	<b>Notes</b>
<b>2023 Capital</b>				
<b>Carry Forwards</b>				
Antenna/Communication Upgrade	\$3,000		\$3,000	To be funded by Connection Fees
Equipment Storage Building	\$10,000		\$10,000	To be funded by Connection Fees
Forcemain to Development Lands	\$2,500,000		\$2,500,000	To be funded by Connection Fees
Regrading of driveway				Reserve
<b>OCWA Capital Recommendations</b>				
Membrane 1 Replacement	\$170,146		\$170,146	Reserve
<b>2023 Total</b>	<b>\$2,683,146</b>	<b>\$0</b>	<b>\$2,683,146</b>	
<b>2024 Capital</b>				
<b>Carry Forwards</b>				
Antenna/Communication Upgrade	\$3,000		\$3,000	To be funded by Connection Fees
Equipment Storage(plumbing, electrical)	\$5,000		\$5,000	To be funded by Connection Fees
Rate Study (2024/2025)	\$30,000	\$30,000		Reserve
EA Study for Plant relocation/expansion	\$70,000	\$70,000		Reserve-includes contingencies for MECP
<b>2024 Total</b>	<b>\$108,000</b>	<b>\$100,000</b>	<b>\$8,000</b>	
<b>2025 Capital</b>				
WWTP/Pump Station/Forcemain Design	\$450,000		\$450,000	To be funded by Connection Fees
Fencing from 2021	\$22,500	\$22,500		To be funded by Connection Fees
OCWA Capital Recommendations	\$5,000	\$5,000		Reserve
<b>2025 Total</b>	<b>\$477,500</b>	<b>\$27,500</b>	<b>\$450,000</b>	
<b>2026 Capital</b>				
WWTP/Pump Station Construction	\$14,115,200		\$14,115,200	To be funded by Connection Fees
OCWA Capital Recommendations	\$5,000	\$5,000		Reserve
<b>2026 Total</b>	<b>\$14,120,200</b>	<b>\$5,000</b>	<b>\$0</b>	
<b>2027 Capital</b>				
<b>OCWA Capital Recommendations</b>				
Membrane Pump Discharge Check Valves	\$5,000	\$5,000		Reserve
Membranes: Module Air Diffusers	\$5,000	\$5,000		Reserve
<b>2027 Total</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$0</b>	

## The Corporation of The Township of Southwold

(6-Year Recommended Capital/Major Maintenance from 2024 to 2029)

The Ontario Clean Water Agency has identified the following capital projects/major maintenance for your review and approval.

Ref. No.	Scope of Work							Compliance	Health & Safety	Repair / Maintenance	Lifecycle Replacement	Improvement	Spare Parts Inventory	Approved by Client	Rationale for Project
		2024	2025	2026	2027	2028	2029								
	<b>Talbotville Waste Water Treatment</b>														
1	Membrane Pump Discharge Check Valves	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ -								Maintenance/Replacement of Check Valves
2	Screenings Room: Activated Carbon Replacement	\$ 5,500.00	\$ -	\$ 5,500.00	\$ -	\$ 5,500.00	\$ 5,500.00								Carbon material was replaced in both carbon drums in 2022. Life expectancy is about 2 years.
3	Raw Equalization Tank Cleaning	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00								OWCA recommends that the tanks be cleaned 2 times per year. This helps reduce the loading on the fine screen allowing more efficient operation.
4	Plant Diesel Generator : Annual Inspection and Fuel	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00								The stand-by generator is required to have an annual inspection as per the requirements of the Environmental Compliance Approval (ECA).
5	Backflow Preventor: Annual Verification Inspection	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00								The two on site backflow preventers are required to be tested annually as per the townshin's bylaw.
6	Influent and Effluent Flowmeters: Annual Verifications	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00								All flow meters are required to be verified on an annual basis as per the Environmental Compliance Approval (ECA).
7	Screenings Room: Screenings Bags	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00								Screenings Bags are required to be regularly replaced as they collect unwanted materials from entering the treatment plant. Increased flushable wipes entering the sewer system are generating more frequent bag changeouts and impacted fine screen.
8	Membranes: Cleaning of Membranes	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00								Membranes were last cleaned by OCWA in the Summer/Fall of 2022. Membranes are required to be cleaned at a minimum annually or membranes will perform poorly and reduce plant capacity.
9	Plant chemicals (Chlorine, Alum, Caustic)	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00								Chemicals required for phosphorous removal, and pH adjustments and cleaning of the membranes during backwashes.
10	Membrane Room: Lifting Equipment Annual Inspection	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00								Membrane room lifting equipment requires annual inspection/verification by a third
11	Effluent UV System:bulb and sleeve replacement	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00								UV effluent bulbs and sleeves should be cleaned every two years.
12	Plant Blowers Maintenance (Air Filters/Oil Changes)	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00								The wastewater plant has multiple blowers which require replacement of filters and annual replacement of oil.
13	Screenings Room:H2S gas detector annual inspection	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00								Screenings Room H2S gas detector requires to be inspected semi-annually and verified by the third party.
14	Membrane Cassette Replacement	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00								Placeholder for replacement of fouled/damaged membranes. May be able to use spare cassettes from ZeeWeed transition.
15	Dissolved Oxygen/pH Meter Instrumentation/Probe Replacement	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00								The dissolved oxygen system controls the blowers to critical to ensure instruments operating correctly to ensure efficient operation.
16	Membrane :Module Air Diffusers	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -								A 2020 inspection revealed that diffusers in the modules are partially failing and should be replaced during the next cleaning process.
17	Storage Building for Equipment/ spare parts	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00								Maintenance and spare parts
18	Rocket Screw Press Sludge Dewatering Equipment Repairs	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -								Screw Press has not been required as all sludge has been hauled in liquid form. This will allow sludge to be dewatered for bin removal.
19	One MBR Tank upgrade to ZeeWeed 500S series membranes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -								MBR Microclear Cassettes on one bank installed in 2017, with a 7 to 10 year life expectancy. This replacement will required to meet existing flow requirements and allow for system growth.
20	Contingency: items not planned for such as possible equipment failure/blowers, motor, pumps switches	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00								Placeholder for unknown breakdown of equipment.
<b>Total Capital Estimate</b>		<b>\$91,500</b>	<b>\$86,000</b>	<b>\$91,500</b>	<b>\$98,500</b>	<b>\$91,500</b>	<b>\$91,500</b>								

Legend:

- H High priority recommended to be completed in upcoming year
- M Medium priority recommended to be completed in 1 to 3 years
- L Low priority recommended to be completed in years 4 to 5

2024 Recommended Capital Presented by:

2024 Recommended Capital Approved by:

Vitaliy Talashok : Senior Operations Manager

Dale LeBritton : Regional Hub Manager





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

### **BY-LAW NO. 2023-68**

**Being a By-Law to authorize the execution of an amending agreement of purchase and sale between 1873828 Ontario Limited and the Corporation of the Township of Southwold for the property legally describe as Part Lot 15 Concession SENBTR Southwold designated as Part 1, 11R-10216, save and excepts Parts 1-10, 11R-10769, Township of Southwold, County of Elgin, being part of PIN 35140-0240 and known municipally as 35743 Horton Street.**

**WHEREAS** Section 9 of the Ontario Municipal Act, 2001, S.O., 2001, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**AND WHEREAS** Section 5.3 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of every Council shall be exercised by by-law;

**AND WHEREAS** pursuant to General Powers contained in Part II of the Municipal Act, 2001, S.O., c25, as amended, (the "Act") the Council of every municipality has the authority to sell land;

**AND WHEREAS** it is deemed expedient that the Corporation of the Township of Southwold enter into an amended agreement of purchase and sale with 1873828 Ontario Limited;

**AND WHEREAS** such agreement is required to set out the terms and conditions of the amending agreement of purchase and sale.

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

1. THAT Schedule "A" attached hereto and forming part of this By-law, being an amending agreement with 1873828 Ontario Limited and the Mayor and CAO/Clerk be authorized to sign on behalf of the Township;
2. This By-law shall come into force and effect upon the final passing thereof.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND  
FINALLY PASSED THIS 11<sup>TH</sup> DAY OF DECEMBER, 2023.**

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Mayor  
Grant Jones

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CAO/Clerk  
Lisa Higgs

**AMENDMENT TO AGREEMENT OF PURCHASE AND SALE**

**BETWEEN:**

**1873828 ONTARIO LIMITED**  
(the "Purchaser")

and

**THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD**  
(the "Vendor")

**RE:** Agreement of Purchase and Sale between the Vendor and Purchaser dated the 24th day of March, 2022 concerning the property legally described as **Part of Lot 15 Concession SENBTR Southwold designated as Part 1, 11R-10216, save and except Parts 1-10, 11R-10769, Township of Southwold, County of Elgin, being a part of PIN 35140-0240** and known municipally as **35743 Horton Street, Shedden, Ontario, N0L 2E0**.

In consideration of the sum of ONE DOLLAR (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Vendor and Purchaser hereby agree to amend the Agreement of Purchase and Sale as follows:

1. *Revival.* The Purchaser and Vendor agree that, notwithstanding the date for completion set out in the Agreement of Purchase and Sale, the execution of this Amendment shall revive the Agreement of Purchase and Sale.
2. *Additional Deposit.* Paragraph 1(a) is hereby added as follows:  
  
1(a) Purchaser shall provide an additional ONE MILLION THREE HUNDRED AND FIFTY THOUSAND Dollar (\$1,350,000.00) deposit to the Vendor on or before December 31, 2023.
3. *Completion Date.* Paragraph 5 is hereby deleted and replaced with the following:  
  
This agreement shall be completed on the day that is thirty (30) days following the day on which the Vendor provides written notice to the Purchaser that the Township of Southwold has awarded the Shedden and Fingal Wastewater Project. Upon completion, vacant possession of the property shall be given to the Purchaser.
4. *Requisition Date.* Paragraph 6 is hereby deleted and replaced with the following:  
  
Purchaser shall be allowed until 5:00 p.m. on the **fifth day prior to the Completion Date** (the requisition date) to, at his own expense, examine the title to the property to satisfy himself that there are no outstanding work orders affecting the property, that its present use may be lawfully continued, and that the principal building may be insured against risk of fire.
5. Paragraph 13(a) is hereby added as follows:  
  
13(a) Following the payment of the additional deposit provided for in paragraph 1(a), the Vendor shall issue an agent authorization letter to the Purchaser so that the Purchaser may continue with the planning and approval process for the development of the property.

6. Paragraph 14 is hereby amended as follows:

The Vendor agrees to advance the sanitary sewer project in Shedden and Fingal to the best of its ability and to extent the project is within its control. Specifically, and without limiting the generality of the foregoing, the Vendor shall use its best efforts, acting in good faith, to: (a) enter into necessary agreements with the Municipality of Central Elgin regarding the sanitary sewer project; and (b) issue an RFP for all works associated with the sanitary sewer project.

7. In all other respects the parties hereto confirm the terms and provisions of the said Agreement.
8. This Agreement may be executed in any number of counterparts, and by electronic signature pursuant to the *Electronic Commerce Act, 2000*, S.O. 2000, c. 17.

DATED the 11<sup>th</sup> day of December, 2023.

1873828 Ontario Limited

\_\_\_\_\_  
David Sparenberg, President  
*I have authority to bind the Corporation.*

The Corporation of the Township of Southwold

\_\_\_\_\_  
Grant Jones, Mayor

\_\_\_\_\_  
Lisa Higgs, CAO/Clerk  
*We have authority to bind the Corporation.*



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

### **BY- LAW NO. 2023-69**

#### **BEING A BY-LAW TO APPOINT A COMMITTEE OF ADJUSTMENT FOR THE TOWNSHIP OF SOUTHWOLD AND TO REPEAL BY-LAW NO. 2022-89**

**WHEREAS** it is deemed expedient to appoint a Committee of Adjustment, as provided for in Section 44 (1) of the Planning Act, R.S.O. 1990, c. P.13, as amended;

**AND WHEREAS** Section 44 (3) of the Planning Act, R.S.O. 1990, c. P.12, as amended states that the members of the committee who are not members of a municipal council shall hold office for the term of the council that appointed them and the members of the committee who are members of a municipal council shall be appointed annually;

**AND WHEREAS** pursuant to Section 45(1) of the Planning Act, the committee of adjustment, upon the application of the owner of any land, building or structure affected by any by-law that is passed under section 34 or 38, or a predecessor of such sections, or any person authorized in writing by the owner, may, despite any other Act, authorize such minor variance from the provisions of the by-law, in respect of the land, building or structure or the use thereof, as in its opinion is desirable for the appropriate development or use of the land, building or structure, if in the opinion of the committee the general intent and purpose of the by-law and of the official plan, if any, are maintained;

**AND WHEREAS** pursuant to Section 45(3) of the Planning Act the Council may by by-law empower the committee of adjustment to grant minor variances from the provisions of any by-law of the municipality that implements an official plan, or from such by-laws of the municipality as are specified and that implement an official plan, and when a committee of adjustment is so empowered subsection (1) applies with necessary modifications;

**AND WHEREAS** the Council of the Corporation of the Township of Southwold deems it advisable and expedient to establish a Committee of Adjustment;

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

### 1. Authority

- a) The Committee of Adjustment for the Corporation of the Township of Southwold shall have all statutory duties listed under Sections 44 and 45 of the Planning Act, R.S.O. 1990, Chapter P.13, as amended.

### 2. Composition of the Committee

- a) That the following members of Council shall be appointed to the Township of Southwold Committee of Adjustment for a term to expire December 31, 2024 Grant Jones, Justin Pennings, John Adzija, Sarah Emons, and Scott Fellows.

### 3. Term of Office

- a) The members of the committee shall be appointed annually.
- b) Should a Council member's seat become vacant, his/her seat on the committee shall also become vacant and the individual filling the said Council vacancy shall fill the vacancy on the committee.
- c) The Committee members shall elect one of themselves as Chair, and when the chair is absent, the Committee may appoint another member to act as acting chair.

### 4. Secretary-Treasurer

- a) The Clerk shall be appointed as Secretary-Treasurer.

### 5. Meetings and Minutes

- a) The Committee shall hold meetings as is necessary, according to the submission of applications for minor variances and shall forward to Council all decisions and minutes of their meeting.
- b) A quorum, consisting of three (3) members appointed to this Committee, is required before a meeting of the Committee can begin.
- c) In the conduct of Committee business all members of the Committee shall have equal voting rights, including the Chairperson and abide by the Council Procedural By-law established for the conduct of meetings.

### 6. Tariff of Fees

- a) Minor variance applications made pursuant to the Planning Act, R.S.O. 1990, c. p.13, as amended, shall be subject to the tariff of fees as set out by the tariff of fees by-law adopted by Council.

7. That any by-law inconsistent with this by-law shall be hereby repealed.
8. That this by-law shall come into force and take effect immediately upon the final passing thereof.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME, AND  
FINALLY PASSED THIS 11<sup>th</sup> DAY OF DECEMBER, 2023.**

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Mayor  
Grant Jones

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CAO/Clerk  
Lisa Higgs





## THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

### BY-LAW NO. 2023-71

#### **Being a By-law to authorize entering into an agreement for the provision of sharing services for a GIS and Asset Management Coordinator with the Municipality of Dutton Dunwich**

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

**AND WHEREAS** Section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

**AND WHEREAS** the Corporation of the Township of Southwold wishes to provide services to the Municipality of Dutton Dunwich for the GIS and Asset Management Coordinator;

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

1. THAT Schedule "A" attached hereto and forming part of this By-law, being an agreement for the provision of sharing services with the GIS and Asset Management Coordinator and with the Municipality of Dutton Dunwich be approved and the Mayor and Clerk be authorized to sign on behalf of the Township.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND FINALLY PASSED THIS 11<sup>th</sup> DAY OF DECEMBER, 2023.**

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Mayor  
Grant Jones

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CAO/Clerk  
Lisa Higgs

**GIS and Asset Management Coordinator  
Shared Services Agreement**

This agreement made this 11<sup>th</sup> day of December, 2023.

**Between:**

**The Corporation of the Township of Southwold**

(Hereinafter referred to as "Southwold")

Of the First Part

- and -

**The Corporation of the Municipality of Dutton Dunwich**

(Hereinafter referred to as "Dutton Dunwich")

Of the Second Part

**Whereas** the Councils of Southwold and Dutton Dunwich wish to share resources between the municipalities for a GIS and Asset Management Coordinator;

**And Whereas** Section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

**Now Therefore** the parties hereto mutually agree as follows:

**General**

1. That the services of the Southwold GIS and Asset Management Coordinator will be shared with Dutton Dunwich to:
  - a. Provide administration of the asset database management and Geographical Information Systems of each respective municipality;
  - b. Provide mapping services for each municipality;

- c. Assist the two partner municipalities with the development and ongoing maintenance of the corporate asset management program including: updating the asset database; collecting and maintaining GIS related data; acquiring relevant field data; supporting the finance department in PSAB related entries; and performing lifecycle analysis related to the rehabilitation or upgrade of each municipality's various infrastructure assets.
2. Schedule "A" attached hereto and forming part of this agreement is the GIS and Asset Management Coordinator job description, which sets out the main responsibilities and working conditions for the GIS and Asset Management Coordinator while performing duties for Southwold and Dutton Dunwich.
3. The GIS and Asset Management Coordinator shall be an employee of Southwold and shall be subject to the employment policies and procedures, as adopted and implemented, by Southwold.
4. The GIS and Asset Management Coordinator's immediate supervisor is the Southwold Director of Infrastructure and Development Services.
5. While providing service to Dutton Dunwich, the GIS and Asset Management Coordinator shall comply with Dutton Dunwich operating policies and procedures. The Dutton Dunwich CAO/Treasurer shall be the GIS and Asset Management Coordinator's immediate supervisor for operational matters in Dutton Dunwich. Operational matters do not include the GIS and Asset Management Coordinator's employment terms, human resources or disciplinary matters. Any concerns or issues from Dutton Dunwich about GIS and Asset Management Coordinator's employment matters shall be directed to the Southwold CAO/Clerk.
6. The GIS and Asset Management Coordinator, Southwold Director of Infrastructure and Development Services shall be authorized to determine administrative and scheduling details to implement this agreement.

### **Service Provision and Cost Sharing**

7. The parties agree that GIS and Asset Management Coordinator Services provided to Dutton Dunwich under this agreement shall be equivalent to 1/3 of the GIS and Asset Management Coordinator time, based on a 40 hour work week, approximately the equivalent of 13.3 hours/week.

8. The parties recognize that due to the nature of asset collection projects, availability of resources, weather, support staffing, meetings, training, and other non-routine events, there is not the expectation that time will be balanced over each day or week. Balancing of time dedicated to Southwold and Dutton Dunwich will be viewed over a longer period of time, such as monthly or quarterly.
9. The following GIS and Asset Management Coordinator costs will be allocated 2/3 to Southwold and 1/3 to Dutton Dunwich:
  - a) Wages
  - b) Manulife Benefits
  - c) OMERS Pension Contributions
  - d) Small equipment used exclusively by the GIS and Asset Management Coordinator
  - e) Conference Attendance
  - f) GIS and Asset Management Coordinator Training applicable to all municipalities
  - g) Travel for common activities, including meetings, conferences, training at the current Southwold travel rate
  - h) Meals and accommodation for common activities
10. Should it be determined that there is a significant imbalance of time attributable to Dutton Dunwich, that portion greater than 40% will be treated as a surcharge or credit at year end, as applicable, based on the Wages, Benefit and OMERS portion of the costs only.
11. Southwold shall invoice Dutton Dunwich on a quarterly basis for GIS and Asset Management Coordinator Services provided. The invoice provided shall include details on costs, hours worked and vehicle usage.
12. The GIS and Asset Management Coordinator will record information related to hours worked in each municipality, along with hours that are common GIS and Asset Management Coordinator duties attributable to all municipalities for payroll purposes. Southwold will provide reports on a regular basis to the GIS and Asset Management Coordinator to adjust hours to maintain overall balance and reports will be provided to inform possible future amendments to this agreement.
13. Vacation Time, Sick Leave and Statutory Holiday time taken by the GIS

and Asset Management Coordinator shall be attributable to Southwold, and Dutton Dunwich proportionately. The GIS and Asset Management Coordinator will be required to ensure actual time worked is adjusted accordingly to account for Vacation, Sick Leave and Statutory Holiday time actually taken.

14. The reporting location for the GIS and Asset Management Coordinator when attending Dutton Dunwich shall be 199 Currie Road, Dutton ON N0L 1J0. It is understood by all parties that due to the nature of services being provided by the GIS and Asset Management Coordinator, service provided will not be exclusive to the municipality in which the GIS and Asset Management Coordinator is working from and services in common for all municipalities could be provided from any location. It is agreed that the GIS and Asset Management Coordinator will work primarily within the Southwold office or remotely, in accordance with Southwold human resources policies and procedures.
15. Each municipality shall provide an appropriate workspace for providing GIS and Asset Management Coordinator services, in accordance with approved service levels.
16. The Township of Southwold will provide computer and communication equipment that can be utilized for all municipalities. Any service subscriptions and software requirements that are exclusive to one municipality, are the responsibility of that municipality.

### **Ongoing Review**

17. The GIS and Asset Management Coordinator, Dutton Dunwich CAO/Treasurer and Southwold Director of Infrastructure and Development shall meet annually to review operation of this agreement. Each municipality's CAOs are authorized to **make** administrative and minor operational adjustments for efficient implementation of this agreement, upon mutual agreement.
18. On an annual basis, the CAO of each municipality shall report to their respective Council on the operation of this agreement.

### **Agreement Term**

19. This agreement shall commence on December 18<sup>th</sup>, 2023 and shall continue until amended or terminated in accordance with the provisions set out in this agreement.

### **Agreement Amendment**

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

### **Agreement Termination**

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

### **GIS and Asset Management Coordinator Resignation, Termination, Inability to Fulfil Position**

23. Should the GIS and Asset Management Coordinator be unable to fulfill the responsibilities and requirements set out in this agreement, Southwold shall:
- a) immediately notify Dutton Dunwich
  - b) work collaboratively with Dutton Dunwich to maintain the provision of GIS and Asset Management Coordinator services in the short-term, until the GIS and Asset Management Coordinator position is filled, or another course of action is determined
24. Notwithstanding Section 22, either party may immediately terminate this agreement if the GIS and Asset Management Coordinator is unable to fulfill the responsibilities and requirements set out in this agreement.
25. Southwold shall not be held liable for failure to provide service under this agreement should the GIS and Asset Management Coordinator be unable to fulfill the responsibilities and requirements contained in this agreement.

## **GIS and Asset Management Coordinator Recruitment**

26. Should Southwold be required to recruit to fill the GIS and Asset Management Coordinator position, Dutton Dunwich shall be entitled to have up to one Senior Management member participate in the interview process and provide input to determine the preferred candidate. Southwold shall take into consideration input from Dutton Dunwich interviewers, but the final determination on the candidate to be selected and employment terms shall be determined by Southwold.

## **Written Notice**

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

Township of Southwold  
Attn: CAO/Clerk  
35663 Fingal Line  
Fingal ON NOL 1KO

Municipality of Dutton Dunwich  
Attn: CAO/Treasurer  
199 Currie Road,  
Dutton ON NOL 1J0

## **Severability**

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

## **Governing Law**

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

## **Insurance and Liability**

30. Southwold and Dutton Dunwich agree that they will each maintain insurance policies with the following provisions for the duration of this agreement:



- a. A Broad Form Property Policy insuring against loss or damage to any kind of owned, rented or leased equipment or property that is being used or could be used to provide GIS and Asset Management Coordinator Shared Services pursuant to this agreement in an amount not less than the full replacement cost.
- b. A General Liability Policy insuring against injury or damage to persons or property, underwritten by an insurer licensed to conduct business in the Province of Ontario with a limit of not less than \$5,000,000. The policy shall be endorsed to include each parties to the agreement as an additional insured with respect to the GIS and Asset Management Coordinator Shared Service Agreement. The policy shall further be endorsed to include cross-liability, contractual liability and personal injury.

### **Mutual Indemnification**

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

### **Counterpart Signing**

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

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

#### **The Corporation of the Township of Southwold**

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**Mayor – Grant Jones**

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**Clerk – Lisa Higgs**

#### **The Corporation of the Municipality of Dutton Dunwich**

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**Mayor – Mike Hentz**

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**Clerk – Tara Kretschmer**



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

### **BY-LAW NO. 2023-71**

#### **A BY-LAW REQUIRING AN EMERGENCY MANAGEMENT PROGRAM FOR THE PROTECTION OF PUBLIC SAFETY, HEALTH, THE ENVIRONMENT, THE CRITICAL INFRASTRUCTURE AND PROPERTY, AND TO PROMOTE ECONOMIC STABILITY AND A DISASTER-RESILIENT COMMUNITY AND TO REPEAL BY-LAW NOS. 2014-12 and 2019-83**

**WHEREAS**, Subsection 3 (1) of the Emergency Management and Civil Protection Act, RSO 1990, c. E.9 O.Reg 380/04, as amended, which requires the development and implementation of an Emergency Management Program by Council;

**AND WHEREAS**, this Act requires the emergency management program to conform to standards promulgated by Emergency Management Ontario in accordance with international best practices, including the four core components of emergency management, namely: mitigation/prevention, preparedness, response and recovery; and also makes provision for the municipality and council to develop and implement an emergency management program to protect public safety, public health, the environment, the critical infrastructure and property, and to promote economic stability and a disaster-resilient community.

**AND WHEREAS**, this Act makes provision for the Head of Council to declare that an emergency exists in the community or in any part thereof and also provides the Head of Council with authority to take such action or make such orders as he/she considers necessary and are not contrary to law, to implement the emergency response plan and respond to an emergency;

**AND WHEREAS**, the Act provides for the designation of one or more members of council who may exercise the powers and perform the duties of the head of Council during his/her absence or his/her inability to act;

**AND WHEREAS**, the Act authorizes employees of a community to respond to an emergency in accordance with the emergency response plan where an emergency exists but has not yet been declared to exist;

**NOW THEREFORE**, be it resolved:

1. **THAT** an Emergency Management Program be developed and implemented in accordance with the standards published by Emergency Management Ontario in accordance with international best practices;
2. **THAT** the Head of Council or designated alternate, as provided in the plan, be empowered to declare an emergency and implement the emergency response plan;
3. **THAT** certain appointed officials or their designated alternates, as provided in the approved community emergency response plan are empowered to cause an emergency notification to be issued to members of the Municipal Emergency Control Group, and to respond to emergency in accordance with the emergency response plan where an emergency exists but has not yet been declared to exist;
4. **THAT** annually, the Emergency Management Program Committee will cause the emergency response plan to be reviewed and to make such changes to its appendices as are considered appropriate while referring all other changes to Council for further review and approval.
5. **THAT** the emergency response plan attached hereto as Appendix "A" of this By-Law is hereby adopted.
6. **THAT** any By-Laws that are inconsistent with the provisions found in the By-Law be and are hereby repealed.
7. **THAT** By-law 2014-12, being a by-law appoint an Emergency Information Officer is hereby repealed
8. **THAT** By-law 2019-83 and any amendments thereto are hereby repealed.
9. **THAT** this By-law shall be enacted and of full force and effect upon final passing.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME, AND FINALLY PASSED THIS 11<sup>th</sup> DAY OF DECEMBER, 2023.**

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Mayor  
Grant Jones

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CAO/Clerk  
Lisa Higgs



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

### **BY- LAW NO. 2023-72**

**Being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on December 11, 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 December 11, 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 11<sup>th</sup> DAY OF DECEMBER, 2023.**

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Mayor  
Grant Jones

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CAO/Clerk  
Lisa Higgs