



# THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

## - A G E N D A -

**Monday February 12, 2024**

### **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 January 24, 2024
- (b) Draft Minutes of the YAH Committee Meeting of January 25, 2024
- (c) Draft Minutes of the Family Day/Winterfest Committee Meeting of February 5, 2024

**5. DELEGATION**

- (a) **7:30 p.m. – Mike Kerkvliet and Elle Crevits, Elgin/St. Thomas Small Business Enterprise Centre RE: Activity and Services Presentation.**

**6. DRAINAGE**

- (a) **7:00 p.m. – Court of Revision** - Palmer Drain 2023

**7. PLANNING**

**8. REPORTS**

- (a) CBO 2024-05 Activity Report – January 2024
- (b) ENG 2024-10 Activity Report – January 2024
- (c) ENG 2024-11 Shedden and Fingal Servicing Design Award
- (d) ENG 2024-12 Request to Improve the Jones Drain
- (e) FIN 2024-05 Budget Report #5
- (f) CAO 2024-06 Activity Report – January 2024

**9. CORRESPONDENCE**

- (a) Fee Waiver Request – Shedden Library March Break Family Event
- (b) Prince Edward County Resolution to Expand Fire Apparatus Life
- (c) City of Sarnia Resolution to Cancel the Carbon Tax
- (d) Municipality of Tweed Resolution to Reinstate License Plate Sticker Fees

**10. BY-LAWS**

- (a) By-law No. 2024-09, being a by-law to enter into an agreement with the Municipality of West Elgin – GIS and Asset Management Coordinator
- (b) By-law No. 2024-10, being a by-law to enter into an agreement with the Municipality of West Elgin – Building Services
- (c) By-law No. 2024-11, being a by-law to enter into an agreement with Farhi Holdings Inc to Amend the Subdivision Agreement
- (d) By-law No. 2024-12, being a By-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on February 12, 2024

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

- (a) Notice of Competition – Hwy 4 Widening and Talbotville Bypass
- (b) Invitation to Kettle Creek Conservation Authority Annual General Meeting
- (c) Communication from Enbridge Requesting Support for Motion to Review Ontario Energy Board Decision

**12. CLOSED SESSION**

The meeting or part of a meeting will be closed to the public for the subject matter being considered, which is,

(a) a proposed or pending acquisition or disposition of land by the municipality or local board (Section 239 (2)(c)) – Shedden Development Land

(b) advice that is subject to solicitor-client privilege, including communications necessary for that purpose (Section 239 (2)(c)) – Legal Representation General Matters

**13. ADJOURNMENT:**

**NEXT REGULAR MEETING OF COUNCIL**

**Monday February 26, 2024 @ 7:00 P.M.**

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



## THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

### MINUTES

Regular Council Meeting  
Wednesday January 24, 2024  
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 Sarah Emons (8:20 p.m.)  
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  
June McLarty, Deputy Clerk

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

**ADDENDUM TO AGENDA:** None

**DISCLOSURES:** None

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

##### **Council Minutes – Adopt**

##### **2024-022 Deputy Mayor Pennings – Councillor Fellows**

**THAT** the Minutes of the Regular Council Meeting of January 8, 2024 and the Minutes of the Special Council Meeting of January 10, 2024 are hereby adopted.

**CARRIED**

**Committee Minutes – Review**

**2024-023 Councillor Fellows – Councillor Adzija**

**THAT** Council has reviewed the Minutes of the Family Day/Winterfest Committee Meeting of November 22, 2023 and December 14, 2023, the draft Minutes of the Family Day/Winterfest Committee Meeting of January 4, 2024 and the draft Minutes of the Economic Development Committee Meeting of January 4, 2024.

**CARRIED**

**DRAINAGE:**

**Appointment of Engineer – Larson Drain East**

**2024-024 Councillor Adzija – Deputy Mayor Pennings**

**THAT** Council of the Township of Southwold receives the Section 78(5) petition (1) under the Drainage Act for a minor improvement to municipal drain, as described in the petition submitted by the Farhi Holdings Corporation, and decides to proceed with the drainage works; and

**THAT** Council instructs the Clerk to send the notice required under Section 5(1)(b) of the Drainage Act to the prescribed persons identified in Ontario Regulation 500/21 section 1); and

**THAT** Council Instructs the Clerk to Send Notice under Section 6(1) of the Drainage Act to the prescribed persons in Ontario Regulation 500/21 Section 2.) (Kettle Creek Conservation Authority); and

**THAT** Council Instructs the Clerk to Send Notice under to OMAFRA under Section 7(1) of the Drainage Act; and

**THAT** Council will now appoint engineer Spriet Associates under Section 8.1 of the Drainage Act.

**CARRIED**

**REPORTS:**

**FIR 2024-03 Talbotville Station Post Tender Addendum**

**2024-025 Deputy Mayor Pennings – Councillor Fellows**

**THAT** Report FIR 2024-03 relating to the Talbotville Station Build, be received for information; and

**THAT** the post tender addendum submitted by Baribeau Construction in the amount \$99,855.00 be approved plus an amended additional cost of \$10,000.00 excluding HST for the vestibule, if needed.

**CARRIED**

**ENG 2024-07 Talbotville Meadows Phase 2 Agreement**

**2024-026 Councillor Adzija – Councillor Fellows**

**THAT** Report ENG 2024-07 relating to the Talbotville Meadows Phase 2 Subdivision Agreement, be received for information; and

**THAT** Council approve By-Law 2024-07 - Talbotville Meadows Phase 2 Subdivision Agreement.

**CARRIED**

**ENG 2024-08 Shedden and Fingal Servicing**

**2024-027 Councillor Fellows – Councillor Adzija**

**THAT** Report ENG 2024-08 relating to Shedden and Fingal Servicing, be received for information; and,

**THAT** Council approve formal communication to the Municipality of Central Elgin terminating negotiations for shared servicing; and,

**THAT** Council direct Staff to proceed with stand alone servicing in Shedden and Fingal.

**CARRIED**

**ENG 2024-09 One Water Rate Study**

**2024-028 Deputy Mayor Pennings – Councillor Fellows**

**THAT** Report ENG 2024-09 relating to One Water Rate Study, be received for information; and,

**THAT** Council Award the One Water Rate Study to WT Infrastructure Solutions in the amount of \$22,500 + HST; and,

**THAT** Council approve an allowance up to \$35 200 +HST to Spriet and Associates for supporting drainage reports.

**CARRIED**

### **FIN 2024-03 Financial Indicator Review**

Michele Lant presented this report. This is a yearly report that is provided by the Ministry of Municipal Affairs and Housing. Based on 2022 Financial Information Return, the Township's Levels of Risk are low.

### **FIN 2024-04 Budget – Report #4**

Michele Lant presented this report.

### **STAFF DIRECTION**

Staff was directed by Council to return the lowered or removed reserve transfers to the various departments and reduce the Tax Stabilization Reserve and report back at a future Council meeting.

### **CAO 2024-03 Long Point Littoral Cell Working Group and Support**

#### **2024-029 Councillor Fellows – Councillor Adzija**

**THAT** Council affirms its support for the Long Point Littoral Cell Resilience Action Plan under the Restore and Protect Critically Important Coastal Areas Stream through ECCC; and,

**THAT** Drainage Superintendent Brent Clutterbuck and as an alternate Deputy Mayor Justin Penning be appointed to the Long Point Littoral Cell Working Group and provide in-kind assistance via participation in the working group and related technical support; and,

**THAT** a request will be made to the Green Lane Community Trust Fund in the amount of \$5000.00 per year for 3 years; and,

**THAT** staff be directed to submit the letter of support attached to the working group in support of the application to EECC.

**CARRIED**

## **CORRESPONDENCE:**

- Correspondence from Association of Ontario Road Superintendents RE: Support for Municipal Equipment Operator Course
- AMO Policy Updates – Social and Economic Prosperity Review
- Fee Waiver Reduction Request from Golden Acres Eastern Star Chapter
- Fee Waiver Request from Southwold History Committee and War Veterans Memorial Committee

### **Support for Municipal Equipment Operator Course**

#### **STAFF DIRECTION**

Staff was directed by Council to send a letter of support for the Municipal Equipment Operator Course to the Ministry of Labour, Training, Immigration and Skilled Trades, MPP Rob Flack and the Association of Ontario Road Supervisors.

### **Eastern Star Fee Waiver Reduction Request**

#### **2024-030 Deputy Mayor Pennings – Councillor Adzija**

**THAT** Council of the Township of Southwold approves the requested fee reduction from the Golden Acres Eastern Star Chapter totaling \$1650.00 for the use of the Keystone Complex for their monthly meetings.

**CARRIED**

### **Fee Waiver Request – Southwold History Committee and War Veterans Memorial Committee**

#### **2024-031 Councillor Fellows – Deputy Mayor Pennings**

**THAT** Council of the Township of Southwold approves the \$1465.00 fee waiver request from the Southwold History Committee and War Veterans Memorial Committee for the use of the Keystone Complex from April 18<sup>th</sup>-21<sup>st</sup>, 2024.

**CARRIED**

**BY-LAWS:**

- By-law No. 2024-07, being a by-law to enter into a development agreement for Talbotville Meadows, Phase 2.

**By-law**

**2024-032 Councillor Fellows – Deputy Mayor Pennings**

**THAT** By-law No. 2024-07 be read a first and second time, considered read a third time and finally passed this 24<sup>th</sup> day of January, 2024.

**CARRIED**

**CLOSED SESSION:**

**2024-033 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 **7:58 p.m.** in accordance with Section 239 (2) of the Municipal Act, S.O. 2001, c. 25 for discussion of the following matters;

- Personal Matters about identifiable individual, including municipal or local board employees (Section 239(2)(b)) - Shared Fire Services
- Labour Relations or employee negotiations (Section 239(d)) - CUPE Negotiations.
- Advice that is subject to solicitor-client privilege, including communications necessary for that purpose (Section 239 (f)) – CN Drainage Issues
- A trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons or organizations (Section 239 (2)(i) – Industrial Land Promotion

**CARRIED**

**Adjournment of Closed Session**

**2024-034 Councillor Fellows – Councillor Emons**

**THAT** Council of the Township of Southwold adjourns the Closed Session of the Regular Council meeting at **9:44 p.m.**

**CARRIED**

**STAFF DIRECTION**

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

**Confirming By-law**

- By-law No. 2024-08, being a By-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on January 10, 2024 and January 24, 2024

**Confirming By-law**

**2024-035 Councillor Adzija – Deputy Mayor Pennings**

**THAT** By-law No. 2024-08 be read a first and second time, considered read a third time and finally passed this 24<sup>th</sup> day of January, 2024.

**CARRIED**

**ADJOURNMENT:**

**2024-036 Councillor Adzija – Deputy Mayor Pennings**

**THAT** Council for the Township of Southwold adjourns this Regular meeting of Council at **9:46 p.m.**

**CARRIED**

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Mayor  
Grant Jones

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CAO/Clerk  
Lisa Higgs



## Southwold Young at Heart Committee Meeting Minutes

Thursday January 25, 2024  
Council Chambers, Fingal  
Time meeting started: 1:04 p.m.

**Attendance:** Deb Logghe, Karen Olmstead, Karen Auckland, Sharon Hinz, Allan Bogart, Trudy Kanellis, Ida Martin, Pat Stannard and June McLarty

**Regrets:** Sarah Emons, Karen Auckland, Trudy Kanellis

### 1. Call Meeting to Order and Welcome

Deb called the meeting to order at 1:04 p.m.

### 2. Approval of the Agenda

Resolution No. 2024-01      Moved by: Alan Bogart  
Seconded by: Sharon Hinz

RESOLVED that the agenda of the January 25<sup>th</sup>, 2024 meeting of the Southwold Young at Heart Committee be approved.

DISPOSITION: Carried

### 3. Approval of Minutes

Resolution No. 2024-02      Moved by: Karen Olmstead  
Seconded by: Pat Stannard

RESOLVED that the minutes of the November 9<sup>th</sup>, 2023 meeting of the Southwold Young at Heart Committee be approved.

DISPOSITION: Carried

#### **4. Christmas Dinner**

The Christmas dinner went very well. No complaints were received. The meal was good. Overall, the committee said it was a huge success.

#### **5. In-person Events**

Committee members have received inquiries about the in-person events. The committee decided that more discussions will be done when the weather gets a little nicer. Confirmation of the Farmerettes and/or Grandma's War Time as a program for an in-person still needs to be done.

#### **6. 2024 Plans**

A date of Thursday March 21, 2024, was discussed as a possible date for a Spring Fling Lunch. The meal may consist of ham, scalloped potatoes, coleslaw, buns, a California mix for veggies and an apple crumble for dessert. Committee members will research ideas for a giveaway and report back. June will do a poster and the lunch will be posted on the sign in front of the complex.

Thursday June 27<sup>th</sup> was also discussed as a possible date for the summer picnic. The meal suggestion was hamburgers, hot dogs, chicken burger, french fries, pop, water and ice cream for dessert. The Committee will do more planning and have a discussion on what to do for giveaways for this event at a future meeting.

Deb to confirm with the Streeterly on these dates and the costs.

#### **7. Other Business**

It was reported that the budget for the YAH Committee will remain the same amount as last year.

More discussion on possible workshops or information sessions will be done at future meetings. Some suggestions were phone and ipad training or driver's training.

#### **8. Adjournment and Next Meeting**

Resolution No. 2024-03 Moved by: Sharon Hinz  
Seconded by: Ida Martin

RESOLVED that the meeting be adjourned at **1:58 p.m.** to meet again at **1:30 p.m.** on **March 6, 2024** at Council Chambers, Fingal.

DISPOSITION: Carried



## **Southwold Family Day Committee**

### **Family Day Committee Meeting Minutes Monday February 5, 2024 at 6:30 pm Council Chambers, Fingal /Online**

#### Committee Members Present:

Joe McKinnon  
Councillor John Adzija  
Councillor Scott Fellows  
Morgan Bengen  
Jane Cox  
Jim Carder  
Scott Young  
Abi Drewitt  
Keith Orchard

Regrets: Lizeanne Kerkvliet, Darlene Wardsworth

Staff Present: Lisa Higgs

#### **1.0 Meeting to Order and Welcome**

The meeting was called to order at 6:34 pm by Co-Chairperson Scott Fellows.

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

The Committee members approved the agenda for the February 5, 2024 Southwold Family Day Committee.

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

The minutes of the January 4, 2024 Family Day Committee were approved.

#### **5.0 Planning for 2024**

##### **- Site Plan**

The Committee reviewed the proposed site plan for the event. There was a discussion about the location of the various food stations, agreeing that they

should be spread out in the pavilion. There was also discussion about the proposed locations for the lighting plants.

### **Cookies**

Jane Cox indicated that the cookies have been ordered and everything is ready to go.

#### **- Hot dogs and Hot Chocolate**

Scott Fellows indicated that he will pick up grocery supplies on the day before the event. The committee asked about the logistics and whether Scott needed help with fitting everything into the vehicle, and he did not believe that he needed any assistance.

#### **- Bonfires**

The Bonfires have been arranged and the Public Works department has agreed to cut wood in advance of the event and have it delivered to the site.

#### **- Opening Ceremonies**

Morgan agreed to pick up the costume on Saturday morning and return it after the event. Dignitaries have been invited and they indicated that they will be attending, with the exception of MPP Rob Flack who sent his regrets.

#### **- Skating**

Given the weather, it is unlikely that there will be a skating rink this year, but it may be possible.

#### **- Games**

Inflatables are organized and ready to go and small games are available as well.

## **6.0 Media and Advertising Plan**

### **6.1.1 Promotions & Social Media**

Township staff are able to assist with the creation of a flyer and promoting this event. Abi indicated that there is a bit of a blip in that the advertisement on social media is getting some spam and sending misleading messages to vendors. Abi spoke to the traffic that the advertisement is generating, reaching over 500 people on social media.

Jane indicated that Steve Bushell as agreed to advertise on his S & B sign. Lisa indicated that she will send the flyer to Steve for posting.

### **6.1.2 School Invitation & Flyer**

Lisa indicated that the flyer has been completed and that she was able to get it out to the school. The Committee members each took a small pile to circulate to their various sources.

## **7.0 Event Logistics**

### **7.1.1 Volunteers**

#### **- Set up inflatables**

Elysia is coordinated the setting up of the inflatables. Scott indicated that he will double check with her to confirm details.

#### **- Traffic and parking**

There was significant discussion about the traffic management plan and where various people can park during the event, along with conversation about signage, pylons and presence of 4 auxiliary police offers. Ideally, the Committee would like for the public to park at Corsley Park primarily and to avoid the Keystone parking in general. Scott indicated that he has a lot of traffic cones that can be used during the event. The Committee agreed that there needs to be some volunteers at the event to help direct parking. Jane will provide some vests for volunteers, for everyone which can be worn alongside the toques with flashlights. Lisa indicated that facilities operator John Price is available to assist with the event set up on the Friday as well and that she will order signage for event parking.

#### **- Tractor Drivers**

Keith has taken care of getting drivers for tractors and people movers. There was a discussion about the routes that the different movers will take, suggesting that the rides take place every 15 minutes. There was also an idea about rotating shuttle routes and tourist routes during the night, depending on demand.

### **7.1.2 Volunteer ID – Vests? Shirts? Name Tags?**

#### **7.1.2.1 More Information on toques and Hi-VIS vests- Councillor Adzija Updates**

John reported that the toques have arrived. Jane will contact Rosy about getting some Hi-VIS vests.

### **7.1.3 Coordinating Volunteers**

Committee members should be at the complex around 1:30 to get things set-up. Elysia has coordinated all of her volunteers. The feedback from previous volunteers has been that they need more direction on jobs to be done.

The list of volunteer jobs needed include:

- Parking and traffic assistants (directing parking)
- Set up and take down of equipment and supplies
- Making food, drinks,
- Handing out food and drinks (popcorn, cotton candy, cookies)
- Assisting Elysia with inflatables
- Directing people to the various events and things that are happening
- General Cleanup throughout the event

### **8.0 Next Meeting**

The next meeting, a debriefing, will be held following the event on March 18, 2024 at 6:30 pm.

### **Adjournment**

That the meeting adjourn at 7:54 pm.



**THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD**

**DELEGATION REQUEST FORM**

This Delegation Request Form, and any written submissions or background information for consideration by either Council or Committees of Council must be submitted to the Clerk's office by the following deadline:

**12:00 NOON ON THE WEDNESDAY PRIOR TO THE REQUESTED MEETING DATE**

**COUNCIL/COMMITTEE/ADVISORY COMMITTEE DATE:** \_\_\_\_\_

**SUBJECT:** \_\_\_\_\_

**NAME OF SPOKESPERSON:** \_\_\_\_\_

**NAME OF GROUP OR PERSON(S) BEING REPRESENTED (if applicable):**

\_\_\_\_\_

**BRIEF SUMMARY OF ISSUE OR PURPOSE OF DELEGATION:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PLEASE COMPLETE THE FOLLOWING:**

**Have you been in contact with Municipal Staff or a Council Member regarding your matter of interest?** Yes  No

**IF YES, WITH WHOM?** \_\_\_\_\_ **DATE:** \_\_\_\_\_

I acknowledge that the Municipal Procedural By-law permits ten (10) minutes for Delegations.

**INFORMATION ON THIS PAGE OF THE FORM WILL BE  
PRINTED  
ON A PUBLIC AGENDA**

The Clerk's office will confirm your Delegation by telephone and/or e-mail after receiving this form. Due consideration will be given to your request.

Accommodating your request for a certain meeting date and time will depend on the length of the agenda in question. You will be advised of the earliest possible date when your delegation may be heard by Council.

**CONTACT INFORMATION:**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

*Street Address*

\_\_\_\_\_

*Town/City*

*Postal Code*

**PHONE:** \_\_\_\_\_

*home and/or cell*

**FAX:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

\_\_\_\_\_

**WEBSITE:**

**DO YOU REQUIRE ANY ACCESSIBILITY ACCOMMODATION? YES  NO**

**IF YES, WHAT DO YOU REQUIRE?**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Should you require assistance completing this form, please contact the Municipal Office at (519) 769-2010.

Personal information on this form is collected under the legal authority of the *Municipal Act*, as amended. The information is collected and maintained for the purpose of creating a record that is available to the general public, pursuant to Section 27 of the *Municipal Freedom of Information and Protection of Privacy Act, Chapter M.56*. Questions about this collection should be directed to the Municipal Clerk, Township of Southwold, 35663 Fingal Line, Fingal ON NOL 1K0, Telephone (519) 769-2010.

Please review the attached information regarding your Delegation Request and the Township of Southwold's Procedural By-law.

### **PROCEDURAL BY-LAW (Excerpt)**

**All municipalities are required to have a Procedural By-law that governs the calling, location and proceedings of a Council or Committee meeting. The following section of the Procedural By-law pertains to your involvement in a Council or Committee meeting.**

#### **19 Delegations**

- 19.1 There shall be no more than three (3) delegations, in total, scheduled for any Regular Meeting of Council unless the Head of Council approves additional delegations no later than forty-eight (48) hours prior to the Regular Meeting.**
- 19.2 Persons desiring to verbally present information on matters of fact or to make a request to Council shall give notice, including specific details regarding the subject of their address to the satisfaction of the CAO/Clerk no later than 12:00 Noon on the Wednesday of the week prior to the Meeting.**
- 19.3 Notwithstanding Section 8.1.2, Council may, at their sole discretion, entertain delegations with less notice as the circumstance may warrant with a two-thirds (2/3) majority.**
- 19.4 Notwithstanding Section 8.1.3, a person wishing to present information is not required to give written notice nor be listed on the agenda with respect to a matter before Council for which the public has been given notice of the Public Meeting under the *Planning Act*, or any other Act, or according to Municipal Policy, as required.**
- 19.5 Delegations shall be permitted to speak on a matter only once within a six (6) month period and shall be limited to speak for no more than ten**

**(10) minutes, and be so advised in advance of their delegations. An extension to speak may be decided, without debate, by a majority of Council Members present. Where a delegation consists of a group of three or more persons, the group may address the Council for no more than fifteen (15) minutes. Where a Delegation has not provided the CAO/Clerk with supporting documentation in advance, but wishes to provide Members with written communication supporting the Delegation's comments at the time of the presentation, the documentation shall be provided to the CAO/Clerk and may be distributed to the Members at the discretion of the CAO/Clerk.**

**19.6 Municipal audio visual equipment may be used to assist in presentations, provided that permission has been obtained for the use of such equipment from the CAO/Clerk at the time the presenter(s) contacts the CAO/Clerk's Department to register for the meeting. The presentation material must be provided to the CAO/Clerk by 12:00 Noon on the Wednesday of the week prior to the scheduled day of the Meeting.**

**19.7 No Delegation shall:**

- a) speak disrespectfully of any person;**
- b) use improper language or un-parliamentary language;**
- c) speak on any subject other than the subject for which they have received approval to address Council; or**
- d) disobey the rules of procedure or a decision of the Chair of Council.**

**19.8 Members of Council shall be permitted to ask questions of delegates only to clarify their submissions or to elicit further information from them that is relevant to their submission.**

**19.9 Council may refuse to hear a delegation when, in the opinion of Council, the subject of the presentation is beyond the jurisdiction of the Municipality.**

# Small Business Enterprise Centre

The SBEC serves business owners across St. Thomas and Elgin County at all stages of starting, growing and exiting a business. We provide free 1-on-1 consultations, grants and more.

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

Presented By : Mike Kerkvliet and Elle Crevits



# Our Programs

While the majority of our work is tailored to individual business owners through 1:1 consults we also offer a number of programs to support business growth.



## 1:1 Consults

We support clients at every stage from exploring entrepreneurship to selling. We provide guidance and advice around marketing, local opportunities/networks, business planning and more.



## Starter Company Plus

A provincially funded grant program, offered to new or expanding businesses. Each year we distribute 16 grants of \$5,000 to businesses.



## Summer Company

Every summer 10 students aged 15 to 29 receive mentorship, training, and up to \$3000 in grants to start a business.



## Foodpreneur Advantage

A regional collaboration of SBECs, designed specifically for early growth food and beverage manufacturing ventures that produce consumer packaged goods.



## Horton Farmer's Market

We support a number of businesses directly with opportunities to sell their products at the Horton Farmers Market, now year-round, and at special events.

# Our Funding Mix

**\$255k**

Provincial Funding  
(includes \$110K in  
grants to be distributed)

**\$145k**

City of St. Thomas  
Funding

**\$50k**

Elgin County Funding

**\$30k**

Other and in-kind  
funding

# 2023 Outcomes

91

Businesses  
Started

254

Jobs  
Created

760

Consults with  
Businesses

\$110K

Grants  
Distributed

# Carson Harris

- We started working with Carson in 2021, when he participated in the Summer Company Program running Clippity Clop Ice Cream Shoppe
- In 2022 he went on to purchase a beloved local business, Evelyn's Sausage.
- In 2023 they joined the Horton Market as a vendor.



# Redemption Tent Events

- Scott and Jenna started working with us in 2022 when they received the Starter Company Plus grant.
- We helped them integrate them into the business community to become the choice provider for local business groups.
- Awarded Inspirational Business of the year award in 2023.
- Have grown product offerings, team, and their family.



I  SOUTH W 

Let's continue to work together.

Mike - [mkerkvliet@stthomas.ca](mailto:mkerkvliet@stthomas.ca)  
Elle - [ecrevits@stthomas.ca](mailto:ecrevits@stthomas.ca)  
[www.SBECinnovation.ca](http://www.SBECinnovation.ca)



**1** Tell your local businesses that need support to reach out.

**2** Engage with us about your ideas to better support small businesses in your municipality.

**3** Let's share information about upcoming events. We want to be there.



# **A G E N D A**

**Monday February 12, 2024**

**COURT OF REVISION**

**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. NEW BUSINESS
  - (a) **Court of Revision Palmer Drain 2023**
5. ADJOURNMENT



## TOWNSHIP OF SOUTHWOLD

### Report to Council

**MEETING DATE:** February 12<sup>th</sup> 2024

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

**REPORT NO:** CBO 2024-004

**SUBJECT MATTER: Activity report December 2023**

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

None – For Council Information.

#### **Purpose:**

The update Council on monthly activities since last report

#### **Background:**

##### **1. 2023 Capital Project Process:**

<b>2023</b>		
<b>Township Office</b>	<b>Budget</b>	<b>Status/Comment</b>
Office Reno	100,000.00	Completed
Door lock fob system office	10,000.00	
<b>Parks projects</b>		
SOSP fencing and netting	46,200	Installed under budget 38,816.58
SOSP parking lot widening	10,000.00	
Dog waste bins and signage	2000.00	
Park benches	16,000.00	Received pending installation
Washroom auto locks	5000.00	Installed
Walking trail concrete install	5000.00	
Frost free hydrant install FHP	5000.00	Installed
<b>Keystone Complex</b>		
Barrier/Bollards install to protect playground and septic system	10000.00	Expected Spring/Summer 2023
Lighting Upgrade	25,000.00	Complete
Stove replacement	20,000.00	Cancelled

Painting	2000.00	Completed with staff resources and existing paint
Audio visual upgrades	15000.00	Complete

**Comments/Analysis Building:**

See attached permit comparison report Schedule A CBO 2024-004 for comparison report.


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

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

 <b>TOWNSHIP OF Southwold</b>	Township of Southwold		
	Permit Comparison Summary		
	Issued For Period January - January		

Current Year to Date				Previous Year to Date			
PERMIT CATEGORY	PERMIT COUNT	FEE	COST OF CONSTRUCTION	PERMIT CATEGORY	PERMIT COUNT	FEE	COST OF CONSTRUCTION
Accessory structures		180		Accessory structures	3	2,246	534,900
Agricultural				Agricultural	1	624	540,000
Change of Use				Change of Use		-	-
Commercial				Commercial	1	1,500	125,000
Demolition		150		Demolition	3	450	19,900
Heating				Heating		-	-
Industrial Building				Industrial Building			
institutional Building				institutional Building			
Miscellaneous				Miscellaneous			
Plumbing	1	150	3,500	Plumbing	1		10,000
Pools				Pools	1	150	15,000
Residential Building	2	2,990	1,050,000	Residential Building	7	13,676	3,941,328
Sewage System				Sewage system	5	2,500	117,000
Signs				Signs	1	150	12,000
Combined Use				Combined Use		-	-
<b>TOTAL</b>	<b>3</b>	<b>3,470</b>	<b>1,053,500</b>	<b>TOTAL</b>	<b>23</b>	<b>21,296</b>	<b>5,315,128</b>

Current Year			Previous Year		
TOTAL PERMIT ISSUED		3		23	
TOTAL DWELLING UNITS CREATED		2		4	
TOTAL PERMIT VALUE		1,053,500		5,315,128	
TOTAL PERMIT FEE		3,470		21,296	
TOTAL INSPECTION COMPLETED(YTD)		25		134	

Jan 2023 Compared to Jan 2024							
Current Year				Previous Year			
	PERMIT COUNT	FEE	COST OF CONSTRUCTION		PERMIT COUNT	FEE	COST OF CONSTRUCTION
Accessory structures		180		Accessory structures	1	1,163	124,900
Agricultural				Agricultural			
Change of Use				Change of Use			
Commercial				Commercial	1	1,500	125,000
Demolition		150		Demolition	1	450	6,500
Heating				Heating			
Industrial Building				Industrial Building			
institutional Building				institutional Building			
Miscellaneous				Miscellaneous			
Plumbing	1	150	3,500	Plumbing	1		10,000
Pools				Pools	1	150	15,000
Residential Building	2	2,990	1,050,000	Residential Building	2	4,612	1,240,000
Sewage System				Sewage System	1	1,000	32,000
Signs				Signs		150	
Combine Use				Combined Use			
<b>TOTAL</b>	<b>3</b>	<b>3,470</b>	<b>1,053,500</b>	<b>TOTAL</b>	<b>8</b>	<b>9,025</b>	<b>1,553,400</b>



**TOWNSHIP OF SOUTHWOLD**  
Report to Council

**MEETING DATE:** February 12, 2024

**PREPARED BY:** Paul Van Vaerenbergh, Public Works Superintendent  
Brent Clutterbuck, Drainage Superintendent  
Kevin Goodhue, Water/Wastewater & Compliance Superintendent

**REPORT NO:** ENG 2024-10

**SUBJECT MATTER: Activity Report for Infrastructure and Development team -  
January 2024**

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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 January 2024.

**Development:**

- Meetings with interested parties regarding Talbotville Industrial Lands
- Score and Award Talbotville Firehall Design-Build, continued coordination on the project
- Meeting with FHC regarding new residential developments in Talbotville
- Meeting with IESO regarding power availability in Talbotville and connection points for private entities
- Monthly Highway 3 Twinning Design Coordination meeting
- Meeting with City of St. Thomas regarding shared servicing for Southwold Public School
- Engaged engineer to create design build proposal request for the Public Works Building
- Reviewed and returned Block 177 and 178 Site Plan submissions with comments
- Meetings and continued coordination with Stantec for delivery of an EA Addendum for the Talbotville WWTP

- Continued work on Asset Management, incorporation of new assets and standardized naming conventions
- Posted for GIS Co-Op Student, interviews coming soon, a good field of candidates
- Posted Burwell Bridge Replacement Tender, significant interest so far
- Assisted in basement cleanup
- Internal staff meeting to strategize Green Bin Rollout
- Attended grant funding meeting for water-wastewater projects
- Re-engaged Shedden and Fingal servicing team, amended award report to be presented first meeting of February
- Met with Shedden and Fingal developers to inform them of timeline and strategy changes and discuss funding sources /requirements

- 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	Talbotville
Ridge Phase 2	Assumed		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)	First payment received	Studies, preparing for draft plan submission	Shedden
4509 Union Road (Turville)	Received Draft Plan Submission	Draft Plan Submission	North Port Stanley
8068 Union Road		Studies, preparing for draft plan submission	Fingal
10247 Talbotville Gore Road		Studies, preparing for site plan	Talbotville

Talbotville Meadows Blocks 177 & 178	First submission reviewed and returned with comment	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
- Completing meter repairs
- Building meter assemblies for office.
- Repairing curbstops.
- Meter Reading
- Repairing numerous signs and installing new signs that were missing.
- Co-ordinating future water services
- Annual inventory
- Organize and clean up of water shop.
- Assisted in basement clean up.

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

- What a rollercoaster of a month for weather!
- Gravel roads that had taken a beating from the rains, then freezing temperatures were being graded quite nicely by months end.
- Cold patching has been ongoing due to the same weather.
- A culvert washout on Iona Road will be repaired as soon as Gas and Bell locates are received.
- Received and stored recycling bins at Teetzel barn.



**2024 Capital Project Process:**

<b>2024</b>	<b>Budget</b>	<b>Status/Comment</b>
<b>Water and Sewer</b>		
Shedden and Fingal Sewer	\$20-25 million	Award of Engineering and Suppliers
<b>Roads</b>		
Lawrence Road Rehabilitation	\$365,000.00	Group Tender with Malahide
Boxall Road Edge Repairs and Surfacing	\$220,000.00	Group Tender with Malahide
Magdala Road Design and Construction	\$ 230,000	WT Infrastructure Retained, Design Under Way
Thomas Engineering	\$ 160,000	RFP Creation
Public Works Building	\$200,000	Consultant Completing Design Build Tender
Roads Needs Study	\$ 30,000	RFP Ready
<b>Bridges/Culverts</b>		
Burwell Bridge	\$ 200,000	Out for Tender
Lake Line Culvert	\$ 75,000	Spriets to complete design work
Various Bridges and Culverts Engineering	\$ 30,000	To RFQ in the Spring
OSIM Inspections	\$ 10,000	To RFQ in the Spring
Woodplant Design	\$ 75,000	To RFQ in the Spring

**c) Drainage:**

**Drains Before Council:**

**Palmer/Bush Line Drain (Aug. 2022):** Court of Revision Tonight

**Construction:**

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

**In the hands of the Engineer:**

- **Gregory Drainage Works (2023):** Surveying has been completed, the engineer is working on their proposal

- **Ryan Drain (Sept 19):** Staff talked with the developer and he hopes to complete some lot grading and swale construction in the development in the near future. 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):** The municipality is waiting for the geotechnical report from the bore holes completed in the proposed bore area under Highway 401.
- **Maintenance:** Work being assigned to contractors as requests coming in
- Work being done on open ditches, Brushing and bottom clean outs. This is a picture of the Brown Annette Drain maintenance completed in January



- Drainage Superintendent has been out in the field looking at maintenance requests, reviewing contractor work and fielding landowner questions.

**Other:** Staff attended the Drainage Superintendent Association of Ontario (DSAO) and the Land Improvement Contractors Association (LICO) conference in January. At

this meeting, Southwold's Drainage Superintendent was part of the kick off panel discussion for the conference that was titled "*Ag Water Management: Common problems and Collaborative Solutions*". Some of the other topics presented at the conference included Provincial and Federal Endangered Species Act presented by DFO and MOEP, Urban Drains, MOEP presented a discussion about Spills and Drains. Also at the DSAO annual general meeting, Brent Clutterbuck was elected as the Director at Large to the provincial board.

**Grant Application:** grant application for the cost of employing a drainage superintendent has been submitted along with the 2024 allocation request. Staff are working on finalizing the capital grant applications for the 3 drains constructed in 2023 for submission in early February.

**2024 Capital Project Process:**

<b>Palmer Drain</b>	21,143.00
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**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:** February 12, 2024

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

**REPORT NO:** ENG 2024-11

**SUBJECT MATTER: Shedden and Fingal Servicing Design Award**

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

THAT Report ENG 2024-11 relating to Shedden and Fingal Servicing Design Award, be received for information;

AND THAT Council award the engineering design for the Wastewater Treatment Facility to MTE for the budgeted amount of \$287,467.00.

AND THAT Council award the engineering design for the sanitary sewer system to Dillon Consulting Limited for the budgeted amount of \$210,045.42.

AND THAT Council award the supplier of the wastewater treatment plant to H2O Innovations for the budgeted the amount of \$ 5,425,628.00.

#### **Purpose:**

This report seeks Council's approval to complete the design work for the sanitary servicing of Shedden and Fingal and award the supplier for the construction of the WWTP.

#### **Background:**

Staff reengaged MTE, Dillon, and H2O Innovations after receiving Council direction at its meeting on the 28<sup>th</sup> of January. Given the almost year and half timeline since last working on the servicing project, all three parties indicated they would need to review their costs to complete services. Previously MTE had completed some of the preliminary design components and regulatory requirements for the wastewater treatment facility, and H2O Innovations had been identified as the successful proponent for the supply and construction of the treatment facility. With the supplier identified, MTE would continue work on design of the complementary facility components, and site works. As design of the complimentary systems are completed, H2O can refine final design specifications on

the plant. Dillon has produced design drawings and documents for most of the sanitary conveyance system to 90% before pausing. Their remaining work consists of pump station design, preparation of tender documents and drawings.

**Financial Implications:**

Costs associated with the re-initiated design portion of the project, based on the adjusted prices are shown below. Detailed pricing submission are attached as Appendix A.

Consultant/Supplier	Previous Pricing	Updated Pricing	Delivery Timeline
MTE	\$ 243,986.43 (with \$57,260 in provisional items)	\$ 287,467.00 (with \$121,355.00 in provisional items to be awarded as necessary through Council reports)	ECA Submission July 1 <sup>st</sup> Tender Ready Fall/Winter 2024 Construction Start 2025
Dillon Consulting	\$ 180,045.42	\$ 210,045.42*	Tender Ready June 2024
H2O Innovations	\$ 4,935,802.00	\$ 5,425,628.00	Contingent on MTE, 12-18 months

\* Staff expect additional engineering requirements because of Excess Soils regulations, once total volume of soils to be removed is calculated an accurate price can be calculated to complete testing.

**Comment/Analysis:**

Cost increases from MTE and Dillon primarily stem from previously approved change orders due to regulatory requirements, adjustments by sub-consultants—such as Eramosa doubling the cost for its portion of work on the SCADA system—and internal cost adjustments. Supplier cost changes are primarily linked to material costs and changes in labor costs. Staff were hopeful that these costs would be minimal; however, they seem to be in the range of 20% for engineering and 10% for the supplier.

The re-award of the design works means that both elements of servicing Shedden and Fingal can proceed. Much of the budget variability will be fleshed out as the detailed design of the wastewater treatment plant is completed. The central component of the plant, or what H2O has submitted, feeds information back into the supporting

infrastructure around the plant. As such, selecting a supplier is vital at the beginning of the project. A temporary servicing solution will also need to be considered and selected. There are a few different options to consider, and selecting a solution will rely heavily on the rate of development within the tributary area.

The design of the sewers within the villages and the forcemain is substantially complete. The missing pieces include the pump station in Fingal, completion of tender documents, and requirements for soil investigation as per Ontario Regulation 406/19 Excess Soils Management. This work can be costly, as it requires significant sampling to confirm that the soil being removed meets a specification classification. Once testing requirements can be calculated based on excess soil volumes, Dillon can provide accurate pricing to complete the required investigation. A tender in Summer of 2024 means that construction on the conveyance system could commence as early as this fall.

Although the price adjustments are not ideal, staff are aware of workforce challenges and inflationary pressures in the province, especially in the housing/construction sector. The award of engineering design for the servicing of Fingal and Shedden will re-establish the Township on a path to providing servicing and housing for the villages of Fingal and Shedden.

**Financial Implications:**

A high-level construction/project budget range is provided below:

Project Segment	Estimated Cost
Construction and Inspection of WWTP	\$ 12-15 million
Construction and Inspection of Sanitary Sewers, Pump Station and Forcemain	\$ 9-11 million
Temporary Hauling/Rental Plant*	\$ 1-2 million

\*Cost is highly volatile, and is dependant on rate of build out, solution applied, and time spent using the temporary solution.

As Council is aware, wastewater and sanitary service are considered user-pay systems and are to be funded by the ultimate end user and not by the general tax base. Costs for the wastewater system will be funded by user connection fees.

Given the magnitude of the project, staff is developing a comprehensive funding plan to finance the initial capital charge (cash flow) which will include financing via the following means:

- Proceeds from municipally owned land disposition
- A recently announced Provincial grant opportunity
- Long-term borrowing from Infrastructure Ontario
- Short-term borrowing via Construction Loans from Infrastructure Ontario
- Borrowing from municipal reserves
- Up-Front contributions from developers

**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"**



**MTE Consultants**

520 Bingemans Centre Dr., Kitchener, Ontario N2B 3X9

January 23, 2024

MTE File No.: BD011736

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

Dear Aaron:

**RE: Shedden WWTP - revisited**

As requested by the Township, MTE, in conjunction with our sub-consultants, have reviewed the effort required to re-initiate the design of the Shedden WWTP. Our review consisted of an assessment of the work completed to-date, additional work required to re-initiate the project, a review of hourly rates, and an evaluation of effort we believe is necessary to complete the project.

The attached time-task matrix (TTM) provided with our original proposal has been updated to include scope changes and provisional items. The tasks in grey have been completed and are not included in the fee total.

All sub-consultants have completed or are able to complete the work as outlined in the TTM with the exception of Hemerra (Ausenco). Lucas Neil is leaving the company as of January 31, 2024 and thus Ausenco will not have the capability to complete the noise/air assessment. I have included the effort required to complete the work in TTM, however this may change depending on the sub-consultant retained.

Please feel free to contact me to discuss further.

Yours truly,

**MTE Consultants Inc.**

A handwritten signature in blue ink that reads 'G. Charlebois'.

**Gemma Charlebois M.A.Sc., P.Eng.**

Technical Manager, Water/Wastewater

519-743-6500 ext. 1227

[gcharlebois@mte85.com](mailto:gcharlebois@mte85.com)

GSC:zeg

Encl.

cc:

L:\MUN\Marketing\Proposals\Township of Southwold\2024\Shedden WWTP - revisited\Letter re Shedden revisited\_2024-23-01.docx



**From:** [Fraser Kent](#)  
**To:** [Aaron VanOorspronk](#)  
**Cc:** [Nick Romero](#); [Gemma Charlebois](#); [Katherine Scott](#)  
**Subject:** RE: Shedden WWTP RFP Follow Up  
**Date:** February 6, 2024 6:40:43 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)

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Hi Aaron,

I met with our process engineer this evening who had re-costed the project. I explained the situation and emphasized the importance of this project and working with your community. We have re-vamped the costing table as shown below. We hope this is more easily presented.

Kind regards,

Fraser

	Part Name	Total Cost
Part A	Wastewater Treatment Equipment	\$ 4,889,087.00
Part B	Estimated Shipping Costs	\$ 200,000.00
Part C	Commissioning (five days – eight hours onsite per day)	\$ 9,597.00
Part D	Training (one <u>four hour</u> day onsite)	\$ 2,940.00
Part E	Shop Drawings, As-Built Drawings, and O&M Manuals	\$ 289,310.00
Part F	First Fill of Chemicals	\$ 20,400.00
Part G	Supplier Technical Documentation to Support the ECA Application	\$ 14,294.00
	Subtotal Parts A, B, C, D, E, F, and G	\$ 5,425,628.00

## Fraser Kent, PhD, P.Eng

VP Sales

M: 215-983-9213

[www.h2oinnovation.com](http://www.h2oinnovation.com)

**From:** Fraser Kent

**Sent:** Monday, February 5, 2024 10:20 AM

**To:** Aaron VanOorspronk <[development@southwold.ca](mailto:development@southwold.ca)>

**Cc:** Nick Romero <[NRomero@mte85.com](mailto:NRomero@mte85.com)>; Gemma Charlebois <[GCharlebois@mte85.com](mailto:GCharlebois@mte85.com)>; Katherine Scott <[Katherine.Scott@h2oinnovation.com](mailto:Katherine.Scott@h2oinnovation.com)>

**Subject:** RE: Shedden WWTP RFP Follow Up

Good Morning Aaron,

As requested, we have completed an updated pricing exercise for the Shedden WWTP per our Proposal C1232 that was submitted to MTE Consultants on September 15, 2022.

Please see an updated pricing table below which reflects a price increase of approximately 10%. I live in Guelph and would be happy to drive over to either your office or the MTE office for an in person visit during our scheduled meeting at 2:30 tomorrow if that would be helpful. Please let me know.

Thanks,

Fraser

	Part Name	Total Cost
Part A	Wastewater Treatment Equipment	\$ 4,889,087.00
Part B	Estimated Shipping Costs	\$ 200,000.00
Part C	Commissioning (five days – eight hours onsite per day)	\$ 10,000.00
Part D	Training (one four hour day onsite)	\$ 3,500.00
Part E	Shop Drawings, As-Built Drawings, and O&M Manuals	\$ 300,000.00
Part F	First Fill of Chemicals	\$ 20,400.00
Part G	Supplier Technical Documentation to Support the ECA Application	\$ 20,000.00
	<b>Subtotal Parts A, B, C, D, E, F, and G</b>	<b>\$ 5,442,987.00</b>

**Fraser Kent, PhD, P.Eng**

VP Sales  
M: 215-983-9213  
[www.h2oinnovation.com](http://www.h2oinnovation.com)

**From:** Aaron VanOorspronk <[development@southwold.ca](mailto:development@southwold.ca)>  
**Sent:** Tuesday, January 30, 2024 5:56 PM  
**To:** Fraser Kent <[Fraser.Kent@h2oinnovation.com](mailto:Fraser.Kent@h2oinnovation.com)>  
**Cc:** Nick Romero <[NRomero@mte85.com](mailto:NRomero@mte85.com)>  
**Subject:** RE: Shedden WWTP RFP Follow Up

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**CAUTION:** This email originated from outside of our organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Fraser,

If I could get the revised pricing by next Monday that would be great.

Thanks,



**Aaron VanOorspronk**  
Director of Infrastructure & Development Services  
*email* [development@southwold.ca](mailto:development@southwold.ca)  
*tel* 519-769-2010  
*cell* 519-280-3502

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



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**From:** Fraser Kent <[Fraser.Kent@h2oinnovation.com](mailto:Fraser.Kent@h2oinnovation.com)>  
**Sent:** Tuesday, January 30, 2024 11:15 AM  
**To:** Aaron VanOorspronk <[development@southwold.ca](mailto:development@southwold.ca)>  
**Cc:** Nick Romero <[NRomero@mte85.com](mailto:NRomero@mte85.com)>  
**Subject:** RE: Shedden WWTP RFP Follow Up

You don't often get email from [fraser.kent@h2oinnovation.com](mailto:fraser.kent@h2oinnovation.com). [Learn why this is important](#)

Hi Aaron,

Our team is getting close to finishing our review of pricing. Could you please clarify when you need the updated information for your meeting?

Thanks,  
Fraser

**Fraser Kent, PhD, P.Eng**

VP Sales  
**M:** 215-983-9213  
[www.h2oinnovation.com](http://www.h2oinnovation.com)

---

**From:** Aaron VanOorspronk <[development@southwold.ca](mailto:development@southwold.ca)>  
**Sent:** Friday, January 12, 2024 4:30 PM  
**To:** Fraser Kent <[Fraser.Kent@h2oinnovation.com](mailto:Fraser.Kent@h2oinnovation.com)>  
**Cc:** Nick Romero <[NRomero@mte85.com](mailto:NRomero@mte85.com)>  
**Subject:** RE: Shedden WWTP RFP Follow Up

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Thanks Fraser,

If the timeframe is too tight to put together a quality price review/adjustment I can bring a report to the first meeting in February.

Have a great weekend!



**Aaron VanOorspronk**

Director of Infrastructure & Development Services

*email* [development@southwold.ca](mailto:development@southwold.ca)

*tel* 519-769-2010

*cell* 519-280-3502

## Township of Southwold

35663 Fingal Line, Fingal, Ontario, NOL 1K0

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



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**From:** Fraser Kent <[Fraser.Kent@h2oinnovation.com](mailto:Fraser.Kent@h2oinnovation.com)>  
**Sent:** Friday, January 12, 2024 4:07 PM  
**To:** Aaron VanOorspronk <[development@southwold.ca](mailto:development@southwold.ca)>  
**Cc:** Nick Romero <[NRomero@mte85.com](mailto:NRomero@mte85.com)>  
**Subject:** RE: Shedden WWTP RFP Follow Up

Thanks Aaron.

It was great to meet you over the phone as well. I will meet with our process engineering team to see what we can get done for you in this short timeframe.

Have a great weekend!

Fraser

### Fraser Kent, PhD, P.Eng

VP Sales

**M:** 215-983-9213

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**From:** Aaron VanOorspronk <[development@southwold.ca](mailto:development@southwold.ca)>  
**Sent:** Friday, January 12, 2024 2:41 PM  
**To:** Fraser Kent <[Fraser.Kent@h2oinnovation.com](mailto:Fraser.Kent@h2oinnovation.com)>  
**Cc:** Nick Romero <[NRomero@mte85.com](mailto:NRomero@mte85.com)>  
**Subject:** Shedden WWTP RFP Follow Up

You don't often get email from [development@southwold.ca](mailto:development@southwold.ca). [Learn why this is important](#)

**CAUTION:** This email originated from outside of our organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Fraser,

It was a pleasure speaking with you last week regarding H2O's proposal for the Shedden WWTP, from the fall of 2022. As mentioned on the phone we are exploring re-engaging this project and moving forward with the planned system. I plan to bring a report to Council on January 24<sup>th</sup> with such a recommendation. Would you be able to provide a revised proposal price or confirm H2O would carry the original proposal price if the project was awarded based on the first RFP results? I would need the details by the end of day Wednesday January 17<sup>th</sup>, I know it is short notice, but it would certainly help with the report to provide some more specifics to Council. I have attached the original proposal for

reference.

Thanks,



**Aaron VanOorspronk**

Director of Infrastructure & Development Services

*email* [development@southwold.ca](mailto:development@southwold.ca)

*tel* 519-769-2010

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**Township of Southwold**

35663 Fingal Line, Fingal, Ontario, N0L 1K0



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## INSTRUCTIONS AND TEMPLATE FOR CHANGE IN SCOPE – CLIENT APPROVAL

**DO NOT SEND THIS INSTRUCTION SHEET TO THE CLIENT**

1. This template is for use when Dillon's scope of work on an existing project is being increased beyond what is in Dillon's current agreement with the client, either by (a) client request or (b) Dillon proposal/request.
2. Complete all yellow highlighted sections of the template and remove residual highlighting.
3. **Engage the RSP to discuss if there is a change in risk to Dillon.** Refer to P7 for the approval process and signing authority for changes in scope and expansions to existing projects.
4. A fully executed version (signed by both Dillon and the client) should be forwarded to Finance before the additional work is initiated.
5. Update your project plan and communicate the change to project team members.

## CHANGE IN SCOPE – CLIENT APPROVAL



**Client:** The Corporation of the Township of Southwold

**Project Name:** Shedden and Fingal Sanitary Servicing

**Date:** February 7, 2024

**Project number:** 22-3775

**Change in Scope No.:** 2

Dillon Consulting Limited (“Dillon”) requests authorization to proceed with the work outlined below (the “Additional Services”) for the above-mentioned project. The Additional Services shall be governed by the agreement entered into between Dillon and the Client on February 23, 2022, for the project and any amendments thereto expressly agreed to in writing by Dillon and the Client.

### The Additional Services:

The following scope change is required to complete the design of the sanitary sewer, forcemain and pumping station for servicing in Shedden and Fingal based on revised 2024 rates from the original 2022 project schedule. The following is outstanding work to be completed based on the original project scope:

1. Linear works 100% submission
2. Fingal pumping station detailed design (civil, process, structural and electrical)
3. Pumping station 50%, 90% and 100% submission
4. 90% cost estimate
5. ECA for the pumping station and conveyance systems
6. Specifications
7. Tender Package Preparation.

A revised schedule for a Tender Ready package is provided below:

- February 19: resume detailed design work
- March 25: 50% Pump Station design
- May 6: 90% Pump Station design
- June 5: 100% Design package
- June 28: Tender Ready Package.

### The compensation for the Additional Services shall be:

The following is summary of the additional fees to complete the additional services outlined:

Item	Fee
Pumping Station Design	\$ 20,000.00
Linear Services Design	\$ 4,000.00
Tender Package	\$ 6,000.00
<b>TOTAL</b>	<b>\$ 30,000.00</b>

A Time and Materials to a Maximum amount of \$30,000 to be added to the Detailed Design phases.

**The Client hereby agrees to and authorizes Dillon to proceed with the Additional Services in accordance with the terms of this agreement.**

TOWNSHIP OF SOUTHWOLD	DILLON CONSULTING LIMITED
Signature: _____ <i>I/We have authority to bind the Client.</i> Name (print): Title: Date:	Signature: _____ <i>I/We have authority to bind Dillon Consulting Limited.</i> Name (print): Title: Date:
Signature: _____ <i>I/We have authority to bind the Client.</i> Name (print): Title: Date:	Signature: _____ <i>I/We have authority to bind Dillon Consulting Limited.</i> Name (print): Title: Date:

DRAFT



## TOWNSHIP OF SOUTHWOLD

### Report to Council

**MEETING DATE:** February 12, 2024

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

**REPORT NO:** ENG 2024-12

**SUBJECT MATTER: Request to Improve the Jones Drain**

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

THAT Report ENG 2024-12 relating to the Request to Improve the Jones Drain, be received for information;

AND THAT Council direct Staff to sign a request for an improvement of the Jones Drain under Section 78(1) of the Drainage Act.

#### **Purpose:**

This report seeks Council direction to address flooding on Scotch Line and sign a request for improvement on the Jones Drain (By-law 1339) under Section 78 of the Drainage Act.

#### **Background:**

With the increased severity of rain events, flash melts of snowpack and aging drainage infrastructure, many areas which previously would only rarely flood or retain water do so now on a regular basis. One such location is Scotch Line approximately 350 meters east of Jones Road as shown in Figure 1. This section of road is serviced with drainage by the Jones Drain which was constructed in 1956, and conceivably is nearing the end of its useful life. The drain was designed using an older coefficient, meaning it does not meet the capacity requirements for effective drainage of the road and neighbouring lands.

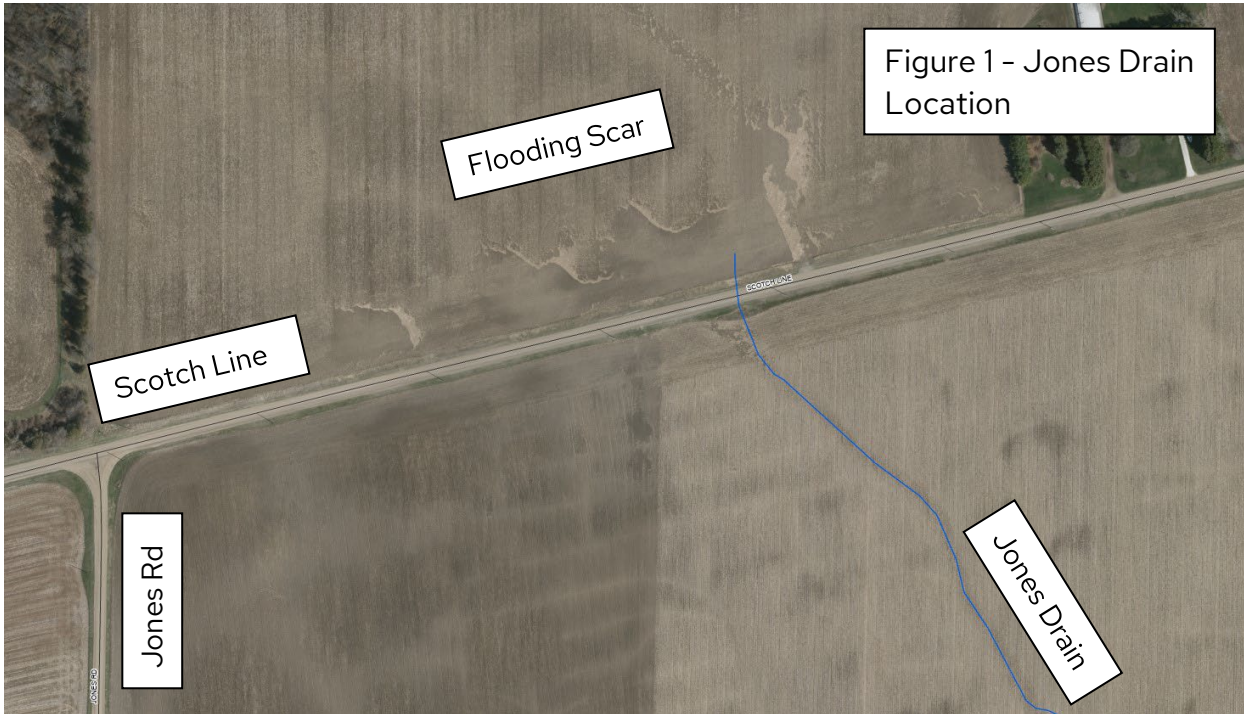


Figure 1 - Jones Drain Location



Figure 2 - "Overtopping" Water across Scotch Line on Jan. 26<sup>th</sup>, 2024

**Financial Implications:**

Unknown, to be determined by the Engineer's Report.

**Comment/Analysis:**

In the spring of 2023, Staff engaged in meaningful discussions concerning the long-term drainage needs for Scotch Line, particularly focusing on this troublesome location. At the time, the road was submerged for extended periods, notably during snowmelt and heavy rainfall as shown in Figure 2. Staff identified the Jones Drain as needing improvement to support the required road ditching.

The Drainage Superintendent communicated with all but one of the landowners within the watershed, all of whom either expressed support for the road's requested improvement or raised no objections.

Improving the Jones Drain is essential to providing a suitable outlet for Scotch Line and mitigating the recurrent flooding in this area. This improvement will enable proper road ditching and facilitate the eventual transition of the road to a low-class bituminous surface.

Additionally, it is recommended that the Roads Superintendent direct the drainage engineer to develop road ditching plans for the watershed boundaries, with the associated costs covered by the road budget. This initiative will furnish straightforward plan and profile documents for use by Staff and contractors during the construction and maintenance of road ditches along this segment of Scotch Line.

**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"**



## **TOWNSHIP OF SOUTHWOLD**

### Report to Council

**MEETING DATE:** February 12, 2024

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

**REPORT NO:** FIN 2024-05

**SUBJECT MATTER: 2024 Budget – Report #5**

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#### **Recommendations:**

1. That the budget changes contained in this report be approved.
2. That the 2024 Budget Levy of \$6,711,999 be approved.
3. That staff be instructed to proceed with preparing the Budget Summary presentation and necessary by-laws and reports to implement the budget.

#### **Purpose:**

To present an update of the Draft 2024 Operating Budget and Capital Forecast based on Council direction.

#### **Background:**

Staff and Council have reviewed the draft budget documents over six meetings to date. Based on this review and direction from Council, this report consolidates the areas that Council requested changes.

## FIN 2024-05 2024 Budget Report #5

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### Comments/Analysis:

The following comments and analysis are based on Council deliberation and direction to staff from the previous budget meetings.

1. Tax Stabilization Reserve – lowered by \$229,758

In the previous draft, the contribution to the Tax Stabilization Reserve was \$1,000,000. Based on Council direction, the contribution in this draft is \$770,242. This contribution is approximately 77% of the Amazon assessment.

2. The following Reserve contribution have been reinstated to the levels of the 1<sup>st</sup> Draft 2024 Operating Budget.

- a. Fire Vehicle Reserve – increased by \$50,000
- b. Fire Equipment Reserve - increased by \$25,000
- c. Administration Facility Reserve - increased by \$25,000
- d. Keystone Facility Reserve - increased by \$10,000
- e. Library Facility Reserve - increased by \$10,000
- f. Medical Centre Reserve - increased by \$5,000
- g. Parks Reserve - increased by \$25,000
- h. Roads/Sidewalk Reserve - increased by \$25,000
- i. Roads/Streetlight Reserve - increased by \$20,000
- j. Bridges and Culverts Reserve - increased by \$20,000

3. Drainage Reserve – increased by \$14,758

A contribution to the Drainage Reserve was reinstated. Staff discussed the balance in the Drainage Reserve with the Drainage Superintendent who advised that a 2024 year-end Reserve balance of \$100,000 would be sufficient to cover anticipated capital drainage projects.

## FIN 2024-05 2024 Budget Report #5

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The above adjustments to Reserve contributions do not have an impact on the levy.

### 2024 Tax Levy and Tax Rates

2nd Draft Key Numbers	
2023 Levy	\$4,221,177
2024 Levy	\$6,711,999
Levy \$ Increase	\$2,490,822
Levy % Increase	59.01%
Growth Adjusted Levy \$ Increase	\$150,276
Growth Adjusted Levy % Increase	3.56%
Tax Rate Change	2.29%

At this point a preliminary County Tax Rate is 3.7%. There is no change to the education rate since there was not a reassessment. Based on these factors, the overall rate change will be 2.72% for the median residential property.

Additional information showing the impact on various median assessments is attached.

As municipalities are at various stages of approving their 2024 budgets, staff is unable to supply a comparison at this time. Proposed or anticipated tax increases range from 0% to 11.34%.

### Financial Implications:

None. The Budget and Capital Forecast will help establish and guide financial planning for 2024 and beyond.

### Strategic Plan Goals:

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

## **FIN 2024-05 2024 Budget Report #5**

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- 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"**

**Median Residential**

Year	Assess Code	Assessment	Township	County	Education	Total	/Month
2023	RT	\$255,000	\$1,404.24	\$1,681.32	\$390.15	\$3,475.72	\$289.64
2024	RT	\$255,000	\$1,436.40	\$1,743.53	\$390.15	\$3,570.09	\$297.51
<b>\$ Difference</b>		\$0	\$32.16	\$62.21	\$0.00	\$94.37	\$7.86
<b>% Difference</b>		0.00%	2.29%	3.70%	0.00%	2.72%	2.72%

**Median Farmland**

Year	Assess Code	Assessment	Township	County	Education	Total	/Month
2023	FT	\$723,000	\$915.73	\$1,096.42	\$276.55	\$2,288.70	\$190.72
2024	FT	\$723,000	\$936.70	\$1,136.99	\$276.55	\$2,350.24	\$195.85
<b>\$ Difference</b>		\$0	\$20.97	\$40.57	\$0.00	\$61.54	\$5.13
<b>% Difference</b>		0.00%	2.29%	3.70%	0.00%	2.69%	2.69%

**Median Farmhouse**

Year	Assess Code	Assessment	Township	County	Education	Total	/Month
2023	RT	\$180,900	\$996.19	\$1,192.75	\$276.78	\$2,465.71	\$205.48
2024	RT	\$180,900	\$1,019.00	\$1,236.88	\$276.78	\$2,532.66	\$211.06
<b>\$ Difference</b>		\$0	\$22.82	\$44.13	\$0.00	\$66.95	\$5.58
<b>% Difference</b>		0.00%	2.29%	3.70%	0.00%	2.72%	2.72%

**Total Median Farm and House**

Year	Assess Code	Assessment	Township	County	Education	Total	/Month
2023	RT/FT	\$903,900	\$1,911.92	\$2,289.17	\$553.32	\$4,754.41	\$396.20
2024	RT/FT	\$903,900	\$1,955.70	\$2,373.87	\$553.32	\$4,882.90	\$406.91
<b>\$ Difference</b>		\$0	\$43.79	\$84.70	\$0.00	\$128.49	\$10.71
<b>% Difference</b>		0.00%	2.29%	3.70%	0.00%	2.70%	2.70%

**Median Small Office Building**

Year	Assess Code	Assessment	Township	County	Education	Total	/Month
2023	CT	\$169,000	\$1,524.04	\$1,824.76	\$1,487.20	\$4,836.00	\$403.00
2024	CT	\$169,000	\$1,558.94	\$1,892.28	\$1,487.20	\$4,938.42	\$411.54
<b>\$ Difference</b>		\$0	\$34.90	\$67.52	\$0.00	\$102.42	\$8.53
<b>% Difference</b>		0.00%	2.29%	3.70%	0.00%	2.12%	2.12%

**Large Industrial**

Year	Assess Code	Assessment	Township	County	Education	Total	/Month
2023	LT	\$5,000,000	\$77,971.25	\$93,356.40	\$44,000.00	\$215,327.65	\$17,943.97
2024	LT	\$5,000,000	\$79,756.95	\$96,810.59	\$44,000.00	\$220,567.54	\$18,380.63
<b>\$ Difference</b>		\$0	\$1,785.70	\$3,454.19	\$0.00	\$5,239.89	\$436.66
<b>% Difference</b>		0.00%	2.29%	3.70%	0.00%	2.43%	2.43%

## Taxation

Account	2023 YTD	2023 Budget	2024 Budget	\$ Variance	% Variance	2025 Forecast	2026 Forecast
R - Residential	(\$3,174,011)	(\$3,174,014)	(\$3,475,854)	(\$301,840)	9.51%	(\$3,300,974)	(\$3,433,013)
C - Commercial	(\$136,919)	(\$136,919)	(\$2,335,895)	(\$2,198,976)	1606.04%	(\$142,396)	(\$148,091)
C - Commercial - Excess Land	(\$10,089)	(\$10,088)	(\$28,046)	(\$17,958)	178.00%	(\$10,492)	(\$10,912)
C - Commercial - Vacant Land	(\$3,045)	(\$3,045)	(\$3,115)	(\$70)	2.29%	(\$3,167)	(\$3,294)
C - Commercial	(\$359)	(\$225)	(\$231)	(\$5)	2.29%	(\$234)	(\$244)
C - Commercial - CO	\$0	(\$134)	(\$137)	(\$3)	2.29%	(\$139)	(\$145)
X - New Commercial	\$0	\$0	\$0	\$0	0.00%	\$0	\$0
I - Industrial	(\$11,894)	(\$11,894)	(\$12,167)	(\$272)	2.29%	(\$12,370)	(\$12,865)
I - Industrial	\$0	(\$94)	(\$97)	(\$2)	2.29%	(\$98)	(\$102)
I - Industrial - Excess Land	(\$292)	(\$292)	(\$298)	(\$7)	2.29%	(\$303)	(\$315)
I - Industrial - Vacant Land	(\$59,586)	(\$59,586)	\$0	\$59,586	-100.00%	(\$61,970)	(\$64,449)
L - Large Industrial	(\$103,362)	(\$103,362)	(\$105,729)	(\$2,367)	2.29%	(\$107,496)	(\$111,796)
P - Pipeline	(\$37,749)	(\$37,749)	(\$38,137)	(\$387)	1.03%	(\$39,259)	(\$40,830)
F - Farmland	(\$681,453)	(\$681,453)	(\$709,635)	(\$28,182)	4.14%	(\$708,712)	(\$737,060)
T - Managed Forest	(\$2,320)	(\$2,320)	(\$2,658)	(\$338)	14.56%	(\$2,413)	(\$2,509)
<b>Total</b>	<b>(\$4,221,079)</b>	<b>(\$4,221,177)</b>	<b>(\$6,711,999)</b>	<b>(\$2,490,822)</b>	<b>59.01%</b>	<b>(\$4,390,024)</b>	<b>(\$4,565,625)</b>

## Budget Revenue and Expense Summary

Account	2023 Budget	2024 Budget	\$ Variance	% Variance	2025 Forecast	2026 Forecast
<b>Tax Levy</b>						
Property Taxation	(\$4,221,177)	(\$6,711,999)	(\$2,490,822)	59.01%	(\$6,545,657)	(\$6,268,171)
<b>Other Rev/Exp</b>						
Other Revenue/General Grants	(\$6,396,700)	(\$6,448,600)	(\$51,900)	0.81%	(\$1,948,600)	(\$1,948,600)
Other Expenses	\$4,520,000	\$4,530,000	\$10,000	0.22%	\$30,000	\$35,000
<b>Net Other Revenue/General Grants</b>	<b>(\$1,876,700)</b>	<b>(\$1,918,600)</b>	<b>(\$41,900)</b>	<b>2.23%</b>	<b>(\$1,918,600)</b>	<b>(\$1,913,600)</b>
<b>Departmental Operating Revenue</b>						
Council	\$0	\$0	\$0	0.00%	\$0	\$0
Administration	(\$174,050)	(\$79,050)	\$95,000	-54.58%	(\$69,782)	(\$70,357)
Police	(\$50,000)	(\$38,000)	\$12,000	-24.00%	(\$28,000)	(\$28,000)
Conservation Authority	\$0	\$0	\$0	0.00%	\$0	\$0
By-law, Canine, Livestock	(\$350)	(\$255)	\$95	-27.14%	(\$255)	(\$255)
Waste Management	(\$84,100)	(\$41,175)	\$42,925	-51.04%	(\$40,500)	(\$41,000)
Cemeteries	\$0	\$0	\$0	0.00%	\$0	\$0
Fire Department	(\$110,892)	(\$128,220)	(\$17,328)	15.63%	(\$130,000)	(\$132,000)
Building	(\$345,000)	(\$371,745)	(\$26,745)	7.75%	(\$351,900)	(\$358,938)
Municipal Property	(\$95,634)	(\$97,374)	(\$1,740)	1.82%	(\$96,107)	(\$96,637)
Keystone	(\$55,000)	(\$36,500)	\$18,500	-33.64%	(\$56,100)	(\$26,010)
Parks	(\$19,600)	(\$17,500)	\$2,100	-10.71%	(\$23,052)	(\$23,513)
Roads	(\$607,250)	(\$610,553)	(\$3,303)	0.54%	(\$619,395)	(\$631,783)
Planning	(\$35,000)	(\$25,000)	\$10,000	-28.57%	(\$25,500)	(\$26,010)
Drainage	(\$79,182)	(\$94,750)	(\$15,568)	19.66%	(\$96,645)	(\$98,578)
<b>Total Revenue</b>	<b>(\$1,656,058)</b>	<b>(\$1,540,122)</b>	<b>\$115,936</b>	<b>-7.00%</b>	<b>(\$1,537,236)</b>	<b>(\$1,533,081)</b>

Account	2023 Budget	2024 Budget	\$ Variance	% Variance	2025 Forecast	2026 Forecast
<b>Departmental Operating Expenses</b>						
Council	\$115,000	\$140,411	\$25,411	22.10%	\$140,411	\$144,623
Administration	\$803,580	\$952,114	\$148,534	18.48%	\$969,747	\$986,267
Police	\$680,000	\$671,862	(\$8,138)	-1.20%	\$692,018	\$705,858
Conservation Authority	\$65,309	\$71,171	\$5,862	8.98%	\$74,018	\$76,238
By-law, Canine, Livestock	\$21,645	\$34,806	\$13,161	60.80%	\$31,934	\$32,062
Waste Management	\$404,100	\$341,500	(\$62,600)	-15.49%	\$327,205	\$122,719
Cemeteries	\$14,120	\$21,734	\$7,614	53.93%	\$22,090	\$22,810
Fire Department	\$650,650	\$752,577	\$101,927	15.67%	\$773,661	\$786,826
Building	\$345,000	\$371,745	\$26,745	7.75%	\$391,984	\$399,813
Municipal Property	\$109,850	\$124,768	\$14,918	13.58%	\$105,625	\$107,538
Keystone	\$118,500	\$127,975	\$9,475	8.00%	\$131,245	\$133,870
Parks	\$201,100	\$225,755	\$24,655	12.26%	\$191,352	\$195,179
Roads	\$2,269,000	\$2,717,948	\$448,948	19.79%	\$2,314,380	\$2,360,668
Planning	\$127,750	\$68,626	(\$59,124)	-46.28%	\$69,999	\$71,398
Drainage	\$120,332	\$144,812	\$24,480	20.34%	\$147,708	\$150,662
<b>Total Expenses</b>	<b>\$6,045,936</b>	<b>\$6,767,805</b>	<b>\$721,869</b>	<b>11.94%</b>	<b>\$6,383,377</b>	<b>\$6,296,532</b>
<b>Net Operating (Revenue)/Expense</b>	<b>\$4,389,877</b>	<b>\$5,227,683</b>	<b>\$837,806</b>	<b>19.08%</b>	<b>\$4,846,141</b>	<b>\$4,763,451</b>

Account	2023 Budget	2024 Budget	\$ Variance	% Variance	2025 Forecast	2026 Forecast
<b>Net Cash and Capital</b>						
Other To Tax Stabilization Reserve	\$75,000	\$770,242	\$695,242	926.99%	\$1,075,000	\$1,075,000
Council	\$0	\$0	\$0	0.00%	\$0	\$0
Administration	\$53,000	\$53,000	\$0	0.00%	\$53,000	\$53,000
Police	\$0	\$0	\$0	0.00%	\$0	\$0
Conservation Authority	\$0	\$0	\$0	0.00%	\$0	\$0
By-law, Canine, Livestock	\$0	\$0	\$0	0.00%	\$0	\$0
Waste Management	\$0	\$0	\$0	0.00%	\$0	\$0
Cemeteries	\$0	\$0	\$0	0.00%	\$0	\$0
Fire Department	\$290,000	\$775,000	\$485,000	167.24%	\$625,000	\$425,000
Building	\$0	\$0	\$0	0.00%	\$0	\$0
Municipal Property	\$15,000	\$15,000	\$0	0.00%	\$15,000	\$15,000
Keystone	\$20,000	\$20,000	\$0	0.00%	\$20,000	\$20,000
Parks	\$25,000	\$50,000	\$25,000	100.00%	\$50,000	\$50,000
Roads	\$1,145,000	\$1,694,916	\$549,916	48.03%	\$1,694,916	\$1,694,916
Planning	\$10,000	\$10,000	\$0	0.00%	\$10,200	\$10,404
Drainage	\$75,000	\$14,758	(\$60,242)	-80.32%	\$75,000	\$75,000
<b>Total Net Cash and Capital</b>	<b>\$1,708,000</b>	<b>\$3,402,916</b>	<b>\$1,694,916</b>	<b>99.23%</b>	<b>\$3,618,116</b>	<b>\$3,418,320</b>
<b>Net Surplus/Deficit</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Operating and Capital</b>	<b>\$4,221,177</b>	<b>\$6,711,999</b>	<b>\$2,490,822</b>	<b>59.01%</b>	<b>\$6,545,657</b>	<b>\$6,268,171</b>

## Budget Summary

Account	2023 Budget	2024 Budget	\$ Variance	% Variance	2025 Forecast	2026 Forecast
Property Taxation	(\$4,221,177)	(\$6,711,999)	(\$2,490,822)	59.01%	(\$6,545,657)	(\$6,268,171)
Other Revenue/General Gran	(\$1,801,700)	(\$1,148,358)	\$653,342	-36.26%	(\$843,600)	(\$838,600)
Council	\$115,000	\$140,411	\$25,411	22.10%	\$140,411	\$144,623
Administration	\$682,530	\$926,064	\$243,534	35.68%	\$952,966	\$968,910
Police	\$630,000	\$633,862	\$3,862	0.61%	\$664,018	\$677,858
Conservation Authority	\$65,309	\$71,171	\$5,862	8.98%	\$24,518	\$25,900
By-law, Canine, Livestock	\$21,295	\$34,551	\$13,256	62.25%	\$74,018	\$76,238
Waste Management	\$320,000	\$300,325	(\$19,675)	-6.15%	\$31,679	\$31,807
Cemeteries	\$14,120	\$21,734	\$7,614	53.93%	\$286,705	\$81,719
Fire Department	\$829,758	\$1,399,357	\$569,599	68.65%	\$22,090	\$22,810
Building	\$0	\$0	\$0	0.00%	\$1,268,661	\$1,079,826
Municipal Property	\$29,216	\$42,394	\$13,178	45.11%	\$40,084	\$40,875
Keystone	\$83,500	\$111,475	\$27,975	33.50%	\$95,145	\$127,860
Parks	\$206,500	\$258,255	\$51,755	25.06%	\$218,300	\$221,666
Roads	\$2,806,750	\$3,802,311	\$995,561	35.47%	\$3,389,901	\$3,423,801
Planning	\$102,750	\$53,626	(\$49,124)	-47.81%	\$54,699	\$55,792
Drainage	\$116,150	\$64,820	(\$51,330)	-44.19%	\$126,063	\$127,085
<b>Net Surplus/Deficit</b>	<b>\$1</b>	<b>\$0</b>	<b>(\$1)</b>	<b>315.93%</b>	<b>\$0</b>	<b>\$0</b>

## Cash and Capital Requirements - Summary

Account	2023 Budget	2024 Budget	\$ Variance	% Variance	2025 Forecast	2026 Forecast	Notes
Gas Tax Funding	(\$146,309)	(\$152,516)	(\$6,207)	4.24%	(\$158,871)	(\$158,871)	Apply to Roads Construction
Machine Usage	(\$300,000)	(\$350,000)	(\$50,000)	16.67%	(\$350,000)	(\$350,000)	Apply to Equipment Reserve
OCIF	(\$407,490)	(\$346,367)	\$61,123	-15.00%	(\$345,000)	(\$345,000)	Apply OCIF to Roads Construction
Tax Stabilization Reserve	\$75,000	\$770,242	\$695,242	926.99%	\$1,075,000	\$1,075,000	
Transfer to Reserve	\$0	\$0	\$0	0.00%	\$0	\$0	
GG - Working Capital	\$0	\$0	\$0	0.00%	\$0	\$0	
GG - Administration	\$10,000	\$10,000	\$0	0.00%	\$10,000	\$10,000	
GG - Computers	\$18,000	\$18,000	\$0	0.00%	\$18,000	\$18,000	
GG - Building Renewal	\$25,000	\$25,000	\$0	0.00%	\$25,000	\$25,000	
GG - Election Reserve	\$0	\$0	\$0	0.00%	\$0	\$0	
Fire - Apparatus	\$75,000	\$150,000	\$75,000	100.00%	\$150,000	\$153,000	better reflects anticipated need
Fire - Building Renewal	\$95,000	\$495,000	\$400,000	421.05%	\$345,000	\$95,000	
Fire - Major Equipment	\$90,000	\$100,000	\$10,000	11.11%	\$100,000	\$102,000	
Fire - Communications	\$30,000	\$30,000	\$0	0.00%	\$30,000	\$30,600	
Fire - Funeral	\$0	\$0	\$0	0.00%	\$0	\$0	Current Balance \$10,500
Building - Equipment	\$0	\$0	\$0	0.00%	\$0	\$0	
Building - Fleet	\$0	\$0	\$0	0.00%	\$0	\$0	
Roads - Building Renewal	\$100,000	\$100,000	\$0	0.00%	\$300,000	\$300,000	2024/2025-still reviewing options
Roads - Gas Tax	\$0	\$0	\$0	0.00%	\$0	\$0	
Roads - Fleet	\$0	\$0	\$0	0.00%	\$0	\$0	
Roads - Equipment	\$300,000	\$350,000	\$50,000	16.67%	\$350,000	\$350,000	offset above
Roads - Road Construction	\$1,453,799	\$1,948,799	\$495,000	34.05%	\$1,508,787	\$1,508,871	\$1,004,916 plus Gas Tax, OCIF - OCIF down
Roads - Bridges & Culvert	\$100,000	\$100,000	\$0	0.00%	\$100,000	\$102,000	
Roads - Sidewalks	\$25,000	\$25,000	\$0	0.00%	\$25,000	\$25,500	
Roads - Street Lights	\$20,000	\$20,000	\$0	0.00%	\$20,000	\$20,400	
Health - Building Renewal	\$5,000	\$5,000	\$0	0.00%	\$5,000	\$5,100	
Parks - Equipment	\$25,000	\$25,000	\$0	0.00%	\$25,000	\$25,500	
Parks-Renewal	\$0	\$25,000	\$25,000	0.00%	\$25,000	\$25,500	
Parks - Building Renewal	\$0	\$0	\$0	0.00%	\$0	\$0	
Keystone - Building Renew	\$20,000	\$20,000	\$0	0.00%	\$20,000	\$20,000	
Keystone - Equipment	\$0	\$0	\$0	0.00%	\$0	\$0	
Library - Building Renewal	\$10,000	\$10,000	\$0	0.00%	\$10,000	\$10,000	
Planning - Cycling Master Plan	\$0	\$0	\$0	0.00%	\$0	\$0	
Planning - Official Plan and Zoning Review	\$10,000	\$10,000	\$0	0.00%	\$10,000	\$10,000	
Drains	\$75,000	\$14,758	(\$60,242)	-80.32%	\$75,000	\$75,000	
<b>Total to Reserves from Tax Levy</b>	<b>\$1,708,000</b>	<b>\$3,402,916</b>	<b>\$1,694,916</b>	<b>104.75%</b>	<b>\$3,372,916</b>	<b>\$3,132,600</b>	
					(\$30,000)	(\$240,316)	
					-0.88%	-7.12%	

## Green Lane Requests

Description	2022 Budget	2023 Budget	2024 Forecast	2025 Forecast
<b>Operating Budget</b>				
St. Thomas Recycling Centre - Township Cost	\$17,000	\$17,100	\$18,000	\$18,500
Zero Waste Committee Initiatives	\$2,500	\$3,000	\$3,000	\$3,000
Composter Program Sidsidy				
Seniors' Committee	\$5,000	\$5,000	\$5,000	\$5,000
Family Day	\$5,000	\$0	\$5,000	\$5,000
Basketball Nets - Multi-use Pad at Keystone				
Communities in Bloom	\$3,000	\$3,000	\$3,000	\$3,000
History Committee	\$2,000	\$2,000	\$2,000	\$2,000
Greening Communities	\$750	\$1,000	\$1,000	\$1,000
Parks - Turf Improvement/Overseeding	\$8,000	\$8,000	\$8,000	\$8,000
<b>Total Operating</b>	<b>\$43,250</b>	<b>\$39,100</b>	<b>\$45,000</b>	<b>\$45,500</b>
<b>Capital Budget</b>				
Talbotville Firehall		\$0	\$300,000	
Talbotville Park	\$100,000	\$100,000		
Talbotville Pumper (2022)	\$225,000	\$225,000		
Tractor Roadside Mowing, Snow Plowing				
Roads 2011 International 50%				
1975 Talbotville Park Tractor				
Fingal Heritage Park Projects				
Fingal Heritage Park Projects	\$58,142			
Replace Roads 2012 Peterbilt 50%	\$132,500			
Replace Roads 2000 Mack T7 50%	\$150,000			
Replace Roads Backhoe 50%	\$87,500			
Replace Roads Loader 50%	\$135,000			
Replace Roads 2006 International 50%		\$185,000		
Replace Roads 2002 Caterpillar Grader 50%		\$305,000		
Roads - New Addition Trackless 50%			\$135,000	
Replace Roads 2011 Peterbilt 50%			\$185,000	
Replace Roads 2009 Freightliner 50%			\$185,000	
Organics Collection Program - Green Bins		\$58,000		
Rural Composter Program		\$23,000		
Admin Facility Addition / Improvements				\$1,000,000
<b>Total Capital</b>	<b>\$888,142</b>	<b>\$896,000</b>	<b>\$805,000</b>	<b>\$1,000,000</b>
<b>Total Green Lane Request</b>	<b>\$931,392</b>	<b>\$935,100</b>	<b>\$850,000</b>	<b>\$1,045,500</b>



## TOWNSHIP OF SOUTHWOLD

### Report to Council

**MEETING DATE:** February 12, 2024

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

**REPORT NO:** CAO 2024-06

**SUBJECT MATTER: Activity Report for CAO/Clerk January 2024**

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**Recommendation(s):**

None – For Council Information.

**Purpose:**

To update Council on the CAO/Clerk Activities for January 2024.

**Meetings/Events:**

January 3, 2024	Talbotville Industrial Development Meeting
January 3, 2024	New Talbotville - Development Meeting
January 3, 2024	Talbotville Station Technical Advisory Committee
January 4, 2024	Staff Meeting-Market Check Results
January 4, 2024	Site Plan Approval Pre-Consultation meeting
January 4, 2024	Winterfest/Family Day Committee
January 4, 2024	Southwold Economic Development Committee
January 4, 2024	Meeting Regarding Firehall RFP Award
January 5, 2024	Appreciation / Farewell Gathering for Don Shropshire
January 10, 2024	Staff Meeting
January 10, 2024	Council Meeting- Budget Deliberations
January 11, 2024	WW discussion
January 11, 2024	Residential Development Update Meeting - Talbotville Subdivision
January 15, 2024	Elgin County BR+E Meeting with Business Owner
January 16, 2024	Drainage Act Information to ROMA Data Gathering Meeting
January 16, 2024	Talbotville Schedule C Addendum - Progress Meeting
January 17, 2024	Senior Management Meeting
January 18, 2024	Elgin County BR+E Meeting with Business Owner
January 19, 2024	Elgin CAOs meeting
January 21, 2024	ROMA Conference
January 22, 2024	Meeting with EPCOR
January 23, 2024	Meeting with OCWA
January 25, 2024	Staff Meeting

- January 25, 2024 Strategic Plan Rollout Meeting
- January 30, 2024 Biannual planning touchpoint Meeting with Hydro One
- January 30, 2024 Basement Cleanup
- January 31, 2024 Organics Collection - Internal Planning Meeting
- January 31, 2024 Elgin & Southwold Meeting with Utility Provider

**Strategic Planning Exercise**

Staff are still working on a communications strategy, which includes a dedicated web page, social media posting, information in the tax billing, and post card sent directly to

**Recruitment/Staffing**

All staff positions are currently filled.

**Office Renovation**

The office renovation is complete. Considerations for improvement to the Council chamber painting and décor is ongoing.

**Shared Services**

Shared services with Dutton Dunwich and West Elgin continue to be productive. Included on the agenda is an agreement to share GIS/Asset Management Coordinator Services with West Elgin and an update to the shared services agreement with West Elgin for Building Services for 2024.

**Policy Development**

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

**2023 Budget and Projects:**

Staff are continuing to plan out and implement the various projects and programs approved in the 2023 budget and have initiated RFP and various procurement for 2024 elements.

*Capital Project Progress:*

<b>Project</b>	<b>Budget</b>	<b>Status/Comments</b>
Strategic Plan	\$15,000	Strategic Plan completed. Communications ongoing.

Project	Budget	Status/Comments
Online Meeting Equipment	\$15,000	Installation complete.
Phone System Upgrade/Replacement VOIP	\$15,000	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.
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
Pay Equity Study/Market Check	\$15,000	Market Check assessment complete.
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"**

## The Township of Southwold Waiving of Facilities Fees Application Form



**Township of Southwold**  
**35663 Fingal Line**  
**Fingal, ON N0L 1K0**  
**Phone: 519-769-2010**  
**Fax: 519-769-2837**

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

Name of Event: <i>March Break Family Entertainment - Roy's Reptiles</i>			
Name of Group or Organization <i>Shedden Library</i>			
Primary & Secondary Contact Person <i>Emily Finch</i>		Purpose of Event <i>March Break Program</i>	
Contact Address <i>35921 Talbot Line, Shedden, ON</i>			Postal Code <i>N0L 2E0</i>
Phone # Primary / Secondary <i>519-764-2081</i>		Email / Website: <i>efinch@elgin.ca</i>	
Not for Profit # or Charitable Organization Registration #:			
<b>Activity or Event Information</b>			
Fees to be Waived (ie: facility rental)		✓	
Date and Times:		<i>Fri. March 15, 2024 11-1230</i>	
Number of People expected:		<i>100-150</i>	Admission Fee: (If applicable) <i>No</i>
Will food be served?	<i>No</i>	Will alcohol be served?	<i>No</i>

*All costs covered by Rosy Rhubarb*

### Activity or Event Description

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

*Shedden Library is partnering with Rosy Rhubarb Committee to provide a Free March Break Family Event.*

**The Township of Southwold  
Waiving of Facilities Fees Application Form**



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

Please describe the projected social, cultural, economic and environmental impact that the activity or event will have on the Township and its residents.

*Free entertainment & opportunity to see and learn about reptiles.*

What will the impact on the activity or event be if the fee is **not** waived?

*(As per lease agreement.)*

Are you seeking funding from any other sources (fundraising, grants, sponsorships, etc.)?

*Sponsored by Rosy Rhubarb*

What features will you have in place to ensure that your event is accessible to all residents (residents with disabilities)?

*Building is accessible*

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

## The Township of Southwold Waiving of Facilities Fees Application Form



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

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

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

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

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

### Ineligibility

Some activities are beyond the scope of this program, regardless of their merit. Fees will not be waived for:

- Festivals or events that are similar to those already being provided by the Township
- Festivals or events already funded through other programs or agreements with the Township.
- Damage deposits will not be refunded.
- Non-Township fees or expenses.

### Application Checklist

Please submit one hard copy of the following documents with your application for fee reduction / waiver.

- Copy of Township rental agreement, confirming: Dates/times and location of event, and all fees associated with the event.

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

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

### Authorization for Application

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

Name:	<i>Emily Finch</i>	Title:	<i>Branch Supervisor</i>
Signature:	<i>Emily Finch</i>	Date:	<i>January 18, 2024</i>



**Little Ray's Nature Centre- Hamilton**  
869 Barton Street East, Unit E  
Hamilton, ON L8L3B4  
(905)-549-6868  
hamilton@littlerays.org  
Littlerays.org  
HST (ON) Registration No.: 811853845RT0001

**INVOICE: 5821**

Bill To:  
Shedden Library

Date Booked: 01/09/24 Event Date: 03/15/24

Description:	QTY	RATE	AMOUNT
Package: #1, Nature Ninjas Date/time: Friday March 15, 11 am Payment Method (cheque, e-transfer or credit): cheque on day of event Event description: March Break event Full Name: Laura Sherret, Shedden Library Email Address: <a href="mailto:lsherret@elgin.ca">lsherret@elgin.ca</a> Company/School/Venue: Shedden Library Event Address & postal code: 35921 Talbot Line, Shedden, N0L 2E0 Billing Address (if different): Parking Instructions: There are service doors at the very back of the building - you can unload and park there (not the back library door, the plain service doors at back) Emergency Contact Number (Day of)*: 519-764-2081 Age Group: all ages, mostly kids aged 3-11, with their parents Approx. Number of guests: 100-150 Additional Notes:	1	\$395	\$395
Mileage	1	\$165	\$165

Subtotal: \$560  
HST (ON) @13%:\$72.80  
Total: \$632.80

Payment Date:  
Payment Method:  
Payment Amount:  
**Amount Due: \$632.80**

Disclaimer: Full Booking Information is required to confirm and reserve booking. Mileage fees may apply to bookings outside of Hamilton, ON. Payment is fully refundable up until 2 weeks prior to the event. Within those 2 weeks there is a \$50+tax cancellation fee. Should you need to reschedule, you can do so anytime with no fee. For outdoor presentations we require temperatures of 18 degrees C in sunny weather. Shade must be provided for the safety and health of our animals and presenters. It is ultimately up to the presenter whether they feel the animals are safe outside. An indoor venue must be available in case of inclement weather.

January 22, 2024

Please be advised that during the regular Council meeting of January 16, 2024 the following motion regarding support for the Province to expand the life span of fire apparatus, specifically pertaining to the replacement of fire trucks due to insurance requirements was carried:

**RESOLUTION NO. 2024-46**

**DATE: January 16, 2024**

**MOVED BY: Councillor Nieman**

**SECONDED BY: Councillor Branderhorst**

**WHEREAS** By-Law 3256-2013, being a By-Law to Establish, Maintain, and Operate a Fire Department established service level standards for the Corporation of the County of Prince Edward Fire Department;

**AND WHEREAS** apparatus and equipment are directly tied to the delivery of fire protection services authorized by Council in By-Law 3256-2013, and a safe, reliable and diverse fleet is required to serve operational needs;

**AND WHEREAS** fire Apparatus is governed by industry best practices, the application of law and recognized industry partners, including the Ontario Fire Service Section 21 Guidance Notes, National Fire Protection Association Standards, The Occupational Health and Safety Act, and Fire Underwriters Survey (FUS);

**AND WHEREAS** Fire Underwriters Survey (FUS) is a provider of data, underwriting, risk management and legal/regulatory services focusing on community fire-protection and fire prevention systems in Canada, establishing apparatus replacement schedules based on safety and risk mitigation practices;

**AND WHEREAS** on November 16, 2023, Council, received report FD-06-2023 regarding asset Management - Fire Apparatus Fleet Report and noted the budgetary pressures of meeting FUS replacement schedules;

**AND WHEREAS** no provincial funding is available for new fire trucks, yet, small and rural municipalities must meet the same standards set by FUS as larger municipalities for fire equipment, including additional pressure to move fire trucks out when they reach a specific age, even though they can still meet the safety regulations;

**THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of Prince Edward County direct the Mayor to draft a letter to MPP Minister Todd Smith requesting a meeting to discuss the life span of fire apparatus, specifically pertaining to the replacement of fire trucks due to insurance requirements; and

**THAT** the Mayor draft a letter to FUS requesting the creation of a new community fire-protection and fire prevention insurance system that does not put all municipalities under the same umbrella, with distinct categories for rural and urban municipalities;

**THAT** this resolution be sent to Premier Doug Ford, the Honourable David Piccini, Minister of Labour, Immigration, Training and Skills Development, Paul Calandra, Minister of Municipal Affairs and Housing requesting a response on this matter within 30 days of receipt; and

**THAT** this resolution be shared with all 444 municipalities in Ontario, The Federation of Canadian Municipalities (FCM), The Association of Municipalities Ontario (AMO), and The Eastern Ontario Wardens' Caucus (EOWC).

**CARRIED**

Yours truly,



Catalina Blumenberg, **CLERK**

cc: Mayor Steve Ferguson, Councillor Nieman, Councillor Branderhorst, Marcia Wallace, CAO and Fire Chief Chad Brown





**THE CORPORATION OF THE CITY OF SARNIA  
City Clerk's Department**

255 Christina Street N. PO Box 3018

Sarnia ON Canada N7T 7N2

519-332-0330 (phone) 519-332-3995 (fax)

519-332-2664 (TTY)

[www.sarnia.ca](http://www.sarnia.ca) [clerks@sarnia.ca](mailto:clerks@sarnia.ca)

January 19, 2024

The Right Honourable Justin Trudeau  
Prime Minister of Canada  
80 Wellington Street  
Ottawa, ON K1A 0A2  
[Justin.trudeau@parl.gc.ca](mailto:Justin.trudeau@parl.gc.ca)

Dear Prime Minister:

**Re: Carbon Tax**

At its meeting held on January 15, 2024, Sarnia City Council adopted the following resolution:

***Whereas the federal government recently increased the carbon tax in April 2023 and will almost triple it by 2030; and***

***Whereas the Parliamentary Budget officer has admitted that when fiscal and economic impacts of the federal fuel charge are considered that the vast majority of households will see a staggering loss; and***

***Whereas this tax flows through from producers to transporters to the grocery store floor for our citizens; and***

***Whereas this tax does very little to reduce pollution and emissions; and***

***Whereas two thirds of Canadians are approximately \$200 away or less from not being able to pay all their bills at the end of the month; and***

***Therefore, be it resolved that Sarnia City Council write a Letter to the Federal government (and copied to other Municipalities for their consideration) strongly urging them to cancel the carbon tax which is financially hurting our citizens at a time***

***when affordability concerns are at an all-time high to ease the financial and inflationary pressure on our Citizens.***

Your consideration of this request is respectfully requested.

Yours Sincerely,

A handwritten signature in cursive script, appearing to read 'Amy Burkhart'.

Amy Burkhart  
City Clerk

cc: All Ontario Municipalities

Municipality of Tweed Council Meeting  
Council Meeting



**Resolution No.**

3.

**Title:**

Councillor J. Flieler

**Date:**

Tuesday, January 9, 2024

---

**Moved by**

J. Flieler

**Seconded by**

P. Valiquette

WHEREAS the decision to eliminate licence plate renewal fees was made with the intention of easing the financial burden on hardworking Ontario Residents;

AND WHEREAS while the elimination of renewal fees has provided relief to residents, it has simultaneously deprived our Ontario infrastructure of vital funding, exacerbating the pressing issues we face;

AND WHEREAS the burden placed on our four hundred and forty-four Ontario municipalities is escalating, pushing them further into debt as they struggle to address critical infrastructure needs without the necessary financial support;

AND WHEREAS the elimination of these fees has resulted in the removal of over six billion dollars over six years, funds urgently needed for our failing Ontario infrastructure;

AND WHEREAS the burden on all four hundred and forty-four Ontario municipalities is pushing them further into debt;

AND WHEREAS reinstating licence plate renewal stickers (fees) and distributing the collected monies to all Ontario municipalities would significantly benefit the urgently required infrastructure upgrades and replacements;

AND WHEREAS redistributed licence plate renewal sticker fees divided equally among all four hundred and forty-four Municipalities would total \$2,252,252.25 every year for each Municipality;

NOW THEREFORE BE IT RESOLVED THAT we request that the Licence Plate Renewal system be reinstated to allocate these six billion lost infrastructure dollars where they rightfully belong;

AND FURTHER, we propose that all monies collected through the reinstated Licence Plate Renewal system be used in the best interests of all Ontarian's for infrastructure improvements, ensuring long-term prosperity and safety of our communities;

AND FURTHER, we trust that the Provincial Government will carefully consider this proposal and take the necessary steps to address the critical infrastructure needs that our Municipality currently faces.

**Carried**



**THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD**

**BY-LAW NO. 2024-09**

**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 and the Municipality of West Elgin**

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

**AND WHEREAS** 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 and the Municipality of West Elgin be approved and the Mayor and Clerk be authorized to sign on behalf of the Township.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND FINALLY PASSED THIS 12<sup>th</sup> DAY OF FEBRUARY, 2024.**

---

Mayor  
Grant Jones

---

CAO/Clerk  
Lisa Higgs

**GIS and Asset Management Coordinator  
Shared Services Agreement**

This agreement made this 25<sup>th</sup> day of January 2024.

**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

- and-

**The Corporation of the Municipality of West Elgin**  
(Hereinafter referred to as "West Elgin")

Of the Third Part

**Whereas** the Councils of Southwold, Dutton/Dunwich and West Elgin wish to share resources between the municipalities for 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 and West Elgin 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 three 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, Dutton/Dunwich, and West Elgin.
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.
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. While providing service to West Elgin, the GIS and Asset Management Coordinator shall comply with West Elgin operating policies and procedures. The West Elgin Manager of Operations & Community Service shall be the GIS and Asset Management Coordinator's immediate supervisor for operational matters in West Elgin. Operational matters do not include the GIS and Asset Management Coordinator's employment terms, human resources or disciplinary matters. Any concerns or issues from West Elgin about GIS and Asset Management Coordinator's employment matters shall be directed to the Southwold CAO/Clerk.
7. The GIS and Asset Management Coordinator, Southwold Director of Infrastructure and Development shall be authorized to determine administrative and scheduling details to implement this agreement.

#### **Service Provision and Cost Sharing**

8. The parties agree that GIS and Asset Management Coordinator Services provided under this agreement shall be provided equally to Southwold,

Dutton/Dunwich, and West Elgin, based on a 40 hour work week.

9. 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, Dutton/Dunwich, and West Elgin will be viewed over a longer period of time, such as monthly or quarterly.
10. The following GIS and Asset Management Coordinator costs will be shared equally by Southwold, Dutton/Dunwich, and West Elgin:
  - 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
11. Should it be determined that there is a significant imbalance of time attributable to one of the municipalities, 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.
12. Southwold shall invoice Dutton/Dunwich West Elgin 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.
13. 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.
14. Vacation Time, Sick Leave and Statutory Holiday time taken by the GIS and Asset Management Coordinator shall be attributable to Southwold, Dutton/Dunwich and West Elgin equally. 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.

15. The reporting location for the GIS and Asset Management Coordinator when attending Dutton/Dunwich shall be 199 Currie Road, Dutton ON N0L 1J0. The reporting location for the GIS and Asset Management Coordinator when attending West Elgin shall be 22413 Hoskins Line, Rodney ON NOL 2C0. 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.
16. Each municipality shall provide an appropriate workspace for providing GIS and Asset Management Coordinator services, in accordance with approved service levels. 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, West Elgin Manager of Operations & Community Service, 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 January 25, 2024 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 6 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 West Elgin and Dutton/Dunwich
  - b) work collaboratively with West Elgin and 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, West Elgin and 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 West Elgin and 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 West Elgin  
Attn: CAO/Treasurer  
22413 Hoskins Line  
Rodney ON NOL2C0

Municipality of Dutton/Dunwich  
Attn: CAO/Treasurer  
199 Currie Road,  
Dutton ON N0L 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, Dutton/Dunwich and West Elgin agree that they will each maintain insurance policies with the following provisions for the duration of this agreement:

- a. A Broad Form Property Policy insuring against loss or damage to any kind of owned, rented or leased equipment or property that is being used or could be used to provide 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 West Elgin and Dutton/Duniwch from any liability, cost, demands, damages, expenses, claims and suits arising out of or in any way related to the obligations of Southwold to carry out the work or otherwise meet the obligations provided for in this Agreement, including the failure to perform such work adequately or at all, except to the extent that same is caused by the negligence or willful misconduct of West Elgin and Dutton/Dunwich. This indemnity shall survive the early termination or expiry of this Agreement.
  
32. West Elgin covenants and agrees that it shall indemnify, defend and save harmless the Southwold and Dutton/Dunwich from any liability, cost, demands, damages, expenses, claims and suits arising out of or in any way related to the obligations of the West Elgin to carry out the work or otherwise meet the obligations provided for in this Agreement, including the failure to perform such work adequately or at all, except to the extent that same is caused by the negligence or willful misconduct of the Southwold and Dutton/Dunwich. This indemnity shall survive the early termination or expiry of this Agreement.
  
33. Dutton/Dunwich covenants and agrees that it shall indemnify, defend and save harmless the Southwold and West Elgin 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 and West Elgin. This indemnity shall survive the early termination or expiry of this Agreement.

**Counterpart Signing**

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

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

**The Corporation of the Township of Southwold**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**The Corporation of the Municipality of Dutton/Dunwich**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**The Corporation of the Municipality of West Elgin**

\_\_\_\_\_ ^ \_\_\_\_\_  
Mayor

\_\_\_\_\_ t \_\_\_\_\_  
Clerk



**THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD**

**BY-LAW NO. 2024-10**

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

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

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

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

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

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND FINALLY PASSED THIS 12<sup>TH</sup> DAY OF FEBRUARY, 2024.**

---

Mayor  
Grant Jones

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CAO/Clerk  
Jeff Carswell

**Township of Southwold**



**Municipality of West Elgin**



**Building Services Agreement**

This agreement made this 12<sup>th</sup> day of February, 2023.

Between:

**The Corporation of the Township of Southwold**

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

- and -

**The Corporation of the Municipality of West Elgin**

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

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

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

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

Now Therefore the parties hereto mutually agree as follows:

**General**

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

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

**Service Provision and Costs**

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

7. Southwold shall invoice West Elgin on a monthly basis for Building Services provided.
8. The monthly fee shall be \$7,846.00. Partial months shall be prorated based on the number of working days in the month.
9. The fee set out in Section 8 shall be for the year 2023. The monthly cost shall be adjusted on January 1 of each subsequent year in accordance with the Statistics Canada, Consumer Price Index – Ontario – All Goods for the 12 months ending September 30 each year.
10. The monthly fee includes all labour, services and equipment utilized by Southwold to fulfill the requirements of this agreement.
11. This agreement is based on Building Services activity levels for West Elgin being similar to 2022 levels. A significant deviation in building activity may require review in accordance with Section 21.
12. The reporting location for Building Services Department Staff when attending West Elgin shall be 22413 Hoskins Line, Rodney ON NOL 2C0.
13. West Elgin shall provide appropriate workspace for Building Services Department staff when working from West Elgin, in accordance with West Elgin approved service levels and budget allocations.
14. It is understood that service provision to West Elgin will include remote, off-site work. Physical attendance by Southwold Building Services staff to West Elgin shall be as required to fulfill the requirements of this agreement.
15. West Elgin will maintain and provide appropriate access to the online “Cloud Permit” Building Permit system to Southwold Building Services Department staff.
16. Southwold will provide computer and communication equipment that can be utilized for both municipalities. Any service subscriptions and software requirements that are exclusive to one municipality, are the responsibility of that municipality.
17. Any additional and third-party costs associated with proceedings under Section 36 or 38 of the Building Code Act shall be the responsibility of West Elgin. West Elgin shall be solely entitled to any awards or costs in favour of West Elgin in such proceedings.

**Ongoing Review**

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

**Agreement Term**

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

**Agreement Amendment**

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

**Agreement Termination**

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

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

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

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

**Notice**

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

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

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

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

**Severability**

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

**Governing Law**

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

**Insurance and Liability**

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

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

**Mutual Indemnification**

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

**Counterpart Signing**

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

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

**The Corporation of the Township of Southwold**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**The Corporation of the Municipality of West Elgin**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Deputy Clerk



**THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD**

**BY-LAW NO. 2024-11**

**Being a By-Law to authorize the Corporation of the Township of Southwold to enter into an amending agreement with Farhi Holdings Corporation(owners) for the subdivision agreement for Talbotville Meadows Phase 2.**

**WHEREAS** the Municipal Act, 2001 S.O, c.25, as amended, authorizes municipalities to enter into agreements;

**AND WHEREAS** the Developer and the Municipality entered into an Agreement on January 30, 2024 for the lands legally described as Legally Described as Part of Lots 39 and 40, Concession South of the North Branch of Talbot Road and being the lands draft plan approved as Elgin County File Number 34T-SO2302 (hereinafter called the "Subdivision Agreement");

**AND WHEREAS** it is acknowledged that Condition 17 of the Draft Plan Approval Decision was inadvertently omitted by the Municipality in the Subdivision Agreement;

**AND WHEREAS** both parties are agreeable to the inclusion of Condition 17 in the subdivision agreement;

**AND WHEREAS** the Developer and the Municipality wish to amend certain provisions of that Subdivision Agreement as hereinafter expressly set forth;

**AND WHEREAS** the Council of the Township of Southwold deems it necessary and in the public interest to enter into an amending Development Agreement with Farhi Holdings Corporation for the land legally described as Part of Lots 39 and 40, Concession South of the North Branch of Talbot Road.

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

1. That the Mayor and CAO/Clerk are authorized to sign on behalf of the Corporation of the Township of Southwold the Agreement attached to this By-law as Schedule " A".
2. This By-law shall come into force and effect upon the final passing thereof.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND  
FINALLY PASSED THIS 12<sup>TH</sup> DAY OF FEBRUARY, 2024.**

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Mayor  
Grant Jones

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CAO/Clerk  
Lisa Higgs

**AN AGREEMENT TO AMEND THE**

**SUBDIVISION AGREEMENT**

**BETWEEN:**

**FARHI HOLDINGS CORPORATION**

**-and-**

**THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD**

**TALBOTVILLE MEADOWS PHASE 2 (34T-SO2302)**

**THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD**

TOWNSHIP OF SOUTHWOLD  
SUBDIVISION AGREEMENT

THIS AMENDING AGREEMENT made this day of \_\_\_\_\_, 2024

BETWEEN: FARHI HOLDINGS CORPORATION  
(hereinafter called the "Developer")  
of the FIRST PART

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD  
(hereinafter called the "Municipality")  
of the SECOND PART

WHEREAS the Developer and the Municipality entered into an Agreement on January 30, 2024 for the lands legally described as Legally Described as Part of Lots 39 and 40, Concession South of the North Branch of Talbot Road and being the lands draft plan approved as Elgin County File Number 34T-SO2302 (hereinafter called the "Subdivision Agreement");

AND WHEREAS it is acknowledged that Condition 17 of the Draft Plan Approval Decision was inadvertently omitted by the Municipality in the Subdivision Agreement;

AND WHEREAS both parties are agreeable to the inclusion of Condition 17 in the subdivision;

AND WHEREAS the Developer and the Municipality wish to amend certain provisions of that Subdivision Agreement as hereinafter expressly set forth;

NOW THEREFORE WITNESSETH that in consideration of the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is hereby acknowledged) and in consideration of other good and valuable consideration, the parties hereto covenant, promise and agree with each other as follows:

1. Section 7.7 shall be inserted after section 7.6 with the following:

**7.7 Abandoned Gas Wells**

The Developer 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 Developer 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 Developer acknowledges that not all Wells are recorded or located accurately in the Records.

The Developer further represents and warrants that it has:

- a) systematically searched the subject lands for potential Well sites; and
- b) 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 Developer 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.

2. This Amending Agreement shall be read together with the Subdivision Agreement and the parties confirm that except as modified herein, all of the provisions of the Subdivision Agreement remain in full force and effect.

SIGNED, SEALED AND DELIVERED

**Farhi**

Shmuel Farhi, President

Date of Signature: Feb 8/2024

I have the authority to bind the Corporation

**THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD**

\_\_\_\_\_  
Grant Jones, Mayor

\_\_\_\_\_  
Lisa Higgs, CAO/Clerk

Date of Signatures: \_\_\_\_\_

We have authority to bind the Corporation



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

### **BY- LAW NO. 2024-12**

**Being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on February 12, 2024.**

**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 February 12, 2024; 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 12<sup>th</sup> DAY OF FEBUARY, 2024.**

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Mayor  
Grant Jones

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CAO/Clerk  
Lisa Higgs

# NOTICE OF STUDY COMPLETION

## Highway 4 Widening and Proposed Talbotville Bypass (GWP 3042-22-00), Highway 3 Twinning (GWP 3041-22-00) Preliminary Design, Detail Design and Class Environmental Assessment Study

### THE STUDY

The Ontario Ministry of Transportation (MTO) has retained Stantec Consulting Ltd. to complete the Preliminary Design, Detail Design and Class Environmental Assessment Study (Class EA) for improvements to Highway 3 from Highway 4 to Centennial Avenue (St. Thomas).

The following has been undertaken as a Group 'A' project (GWP 3042-22-00):

- a new Highway 3 alignment bypassing Talbotville (also known as the Talbotville Bypass), connecting Highway 3 near Ron McNeil Line to Highway 4; and
- the widening of existing Highway 4 (from the new Talbotville Bypass to Clinton Line).

The following has been undertaken as a Group 'B' project (GWP 3041-22-00):

- the twinning of the existing Highway 3 through St. Thomas to the Township of Southwold (Ron McNeil Line to Centennial Avenue).

Construction will follow the environmental assessment and design phase.

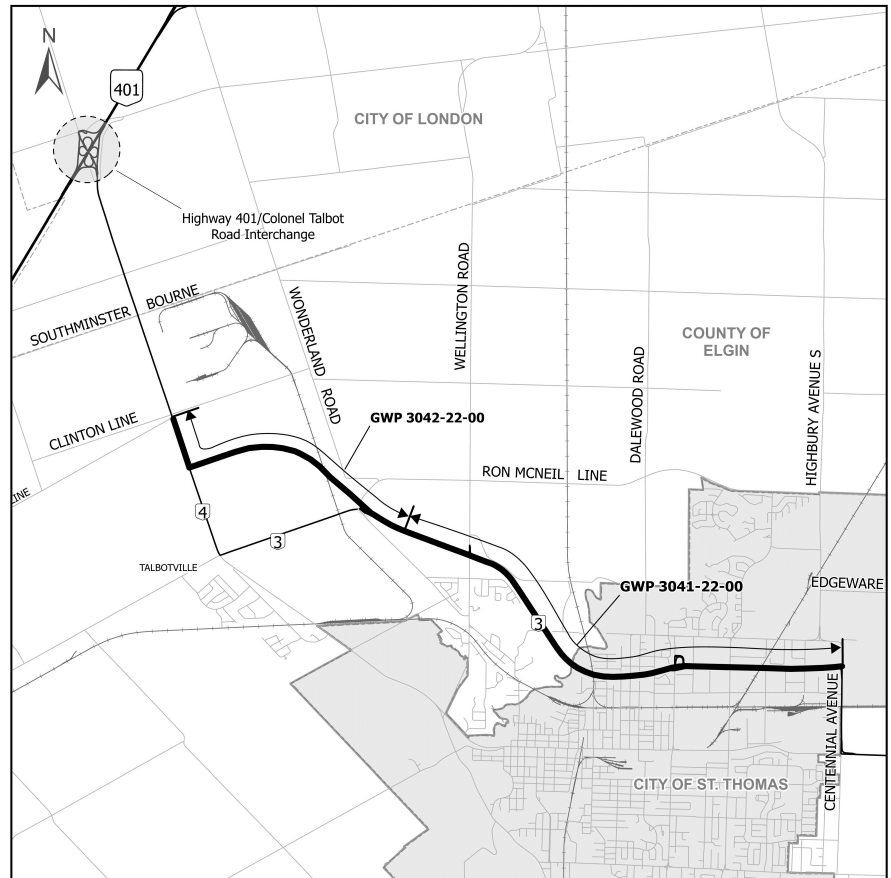
### THE RECOMMENDED PLAN

Based on the findings of this Class EA Study, the Recommended Plan includes the following:

- Construction of a new Talbotville Bypass from Highway 4 to Highway 3 at Ron McNeil Line
- Construction of two additional lanes (i.e., twinning) along Highway 3 from Ron McNeil Line to Centennial Avenue, including the Kettle Creek Bridge
- Construction of two additional lanes along Highway 4 from Clinton Line to the new Talbotville Bypass
- Construction of a roundabout at Highway 4 connecting to Talbotville Bypass, a Parclo A3 interchange at Ron McNeil Line/Wonderland Road, and a Parclo A4 interchange at Wellington Road
- Improvements to Highway 3/First Avenue Interchange
- Realignment of Clinton Line/Longhurst Line at Highway 4 intersection

### THE PROCESS

This project was completed in accordance with the *Class Environmental Assessment (Class EA) for Provincial Transportation Facilities (2000)*. Group 'A' and 'B' projects are considered approved under the *Environmental Assessment Act* subject to compliance with the Class EA. A summary of the study process, including the identification and evaluation of alternatives, the Recommended Plan, anticipated environmental impacts, proposed mitigation measures, and consultation activities carried out as part of this study, has been



documented within two Transportation Environmental Study Reports (TESRs), one for the Highway 4 Widening and Talbotville Bypass (GWP 3042-22-00), and one for Highway 3 Twinning (GWP 3041-22-00).

The TESRs will be available for public comment between **Monday, February 5 and Tuesday, March 5, 2024** on the study website at ([www.highway3elgin.ca](http://www.highway3elgin.ca)).

## COMMENTS

Interested persons may provide written comments to our study team by **Tuesday, March 5, 2024**. All comments and concerns can be sent directly to either of the following study team members:

**Kevin Welker, P.Eng.**

Project Manager  
Stantec Consulting Ltd.  
tel: (519) 675-6652  
email: [comments@highway3elgin.ca](mailto:comments@highway3elgin.ca)

**Deanna Pizycki, P.Eng.**

Senior Project Engineer  
Ministry of Transportation  
tel: (519) 859-7492  
email: [comments@highway3elgin.ca](mailto:comments@highway3elgin.ca)

All media inquiries shall be directed to MTO's Communications Branch at (416) 327-1158 or [mto.media@ontario.ca](mailto:mto.media@ontario.ca).

*We are committed to ensuring that government information and services are accessible for all Ontarians. For communication supports or to request project information in an alternate format, please contact one of the preceding Study Team members.*

## REQUESTS TO THE MINISTER OF ENVIRONMENT, CONSERVATION AND PARKS

In addition, a request may be made to the Minister of the Environment, Conservation and Parks for an order requiring a higher level of study (i.e., requiring an individual/comprehensive EA approval before being able to proceed), or that conditions be imposed (e.g., require further studies), only on the grounds that the requested order may prevent, mitigate, or remedy adverse impacts on constitutionally protected Aboriginal and treaty rights. Requests on other grounds will not be considered. Requests should include the requester's contact information and full name.

Requests should specify what kind of order is being requested (request for additional conditions or a request for an individual/comprehensive environmental assessment), how an order may prevent, mitigate or remedy potential adverse impacts on Aboriginal and treaty rights, and any information in support of the statements in the request. This will ensure that the ministry is able to efficiently begin reviewing the request.

The request should be sent in writing or by email to the following as well as to the project contacts above:

**Minister of the Environment, Conservation and Parks**

Ministry of Environment, Conservation and Parks  
777 Bay Street, 5th Floor  
Toronto, ON M7A 2J3  
[Minister.mecp@ontario.ca](mailto:Minister.mecp@ontario.ca)

**Director Environmental Assessment Branch**

Ministry of Environment, Conservation and Parks  
135 St. Clair Ave. W, 1st Floor  
Toronto, ON M4V 1P5  
[EABDirector@ontario.ca](mailto:EABDirector@ontario.ca)

*Information collected will be used in accordance with the Freedom of Information and Protection of Privacy Act. With the exception of personal information, all comments will become part of the public record. If you have accessibility requirements to participate in this project, please contact one of the team members listed above.*



Kettle Creek  
Conservation Authority

# 2023 Annual General Meeting

**Wednesday, Feb. 21 at 10 a.m.**

Kettle Creek Conservation Authority  
44015 Ferguson Line  
St. Thomas, ON N5P 3T3

Stream on Facebook @KettleCreekCA



January 30, 2024

Your Worship and Members of Council,

I am writing to inform you of our concerns with the Ontario Energy Board's (OEB) decision on Phase 1 of the Enbridge Gas 2024 rebasing application, issued on December 21, 2023. The disappointing decision puts future access to natural gas in doubt and sets a deliberate course to eliminate natural gas from Ontario's energy mix. This decision is about the millions of Ontarians who rely on natural gas to keep their homes warm, and the many businesses throughout Ontario who depend on natural gas for day-to-day operation.

Our 2024 rate rebasing application was designed to provide our customers with safe and reliable natural gas at a reasonable cost, in addition to measured steps to help Ontario advance a practical transition to a sustainable energy future. Natural gas plays a critical role in Ontario's energy evolution mix while supporting the reliability of Ontario's electricity system. Natural gas meets 30 percent of Ontario's energy needs, which can not be easily or quickly replaced.

**We are taking action to secure the future of natural gas in your communities. We have filed a motion to review evidence with the OEB and are seeking a judicial review of this decision.**

Without natural gas, communities across Ontario will feel the impacts of this decision in their everyday lives – the stakes are high.

- **Energy Affordability:** Those looking to connect to natural gas will be required to pay an upfront fee, which creates a significant financial barrier to all forms of residential and commercial development. This resulting fee adds thousands of dollars to individual consumers' cost to obtain or expand gas service.
- **Economic Growth:** This decision will put economic developments in your community at risk. The decision limits the ability of future expansion projects to support regional investment to meet the ever-growing energy needs in your community and communities across Ontario. That includes greenhouses, grain dryers, industrial parks, and any new businesses or housing developments seeking access to natural gas.
- **Energy Access:** Preserving customer choice is critical. Constraining access to natural gas through a reduction in capital will significantly limit the future development of essential energy infrastructure vital to moving manufacturing, agriculture, and the consumer goods industry in Ontario.
- **Energy Security:** On an annual basis, natural gas delivers twice the energy to Ontario than electricity, and five times the maximum peak capacity of Ontario's electricity grid at a quarter of the cost. Even in the worst weather conditions, our reliable natural gas system delivers.

**As local leaders across the province, your voice matters, and we encourage you to take action.**

Reach out to your MPP to share your support for the government's [quick action](#) and write the OEB about the consequences of reduced access to the natural gas grid to support economic development, housing growth, energy reliability. Use your voice to acknowledge the need for natural gas and infrastructure in Ontario today and into the future while we take a measured step towards energy transition.

We ask that you reach out to your municipal advisor or find us at [municipalaffairs@enbridge.com](mailto:municipalaffairs@enbridge.com) to get started.

Sincerely,



Michele Harradence  
President  
Enbridge Gas Inc.