



# THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

## - A G E N D A -

**Monday December 9, 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 November 25, 2024
- (b) Draft Minutes of the Family Day/Winterfest Committee Meeting of November 18, 2024
- (c) Draft Minutes of the Southwold History Committee Meeting of November 25, 2024
- (d) Draft Minutes of the Young at Heart Committee Meeting of November 28, 2024
- (e) Draft Minutes of the Southwold 175 Committee Meeting of December 2, 2024

**5. DELEGATION**

**6. DRAINAGE**

**7. PLANNING**

- (a) **7:00 p.m. Committee of Adjustment** PLA 2024-17 MV 2024-07, 34 Talbot Grove Lane (**sent under separate agenda package**)

**8. REPORTS**

- (a) FIR 2024-14 Activity Report – November 2024
- (b) ENG 2024-65 Activity Report – November 2024
- (c) ENG 2024-66 Development Charges Update Award

- (d) ENG 2024-67 Talbotville Wastewater Facility Project Lead Award
- (e) CBO 2024-17 Activity Report – November 2024
- (f) CAO 2024-93 Activity Report – November 2024
- (g) CAO 2024-94 Integrity Commissioner Oversight
- (h) County Council Highlights – November 26, 2024

**9. CORRESPONDENCE**

- (a) Kettle Creek Conservation Authority – 2025 Municipal Apportionment and Budget
- (b) Elgin OPP Detachment Board Request and Draft Meeting Minutes
- (c) Township of Puslinch Resolution RE: Protection of Agricultural Lands and Sustainable Development in Relation to Provincial Projects and Excess Soil Management Practices
- (d) Township of Puslinch Resolution RE: Enabling Greater Beneficial Reuse Excess Soil
- (e) Municipality of Tweed Resolution RE: Support of Town of Aurora Resolution – Provincial Land Transfer Tax and GST to Municipalities for Sustainable Infrastructure Funding

**10. BY-LAWS**

- (a) By-law No. 2024-63, being a by-law to execute an agreement with the Minister of Infrastructure- HEWSF Fund
- (b) By-law No. 2024-64, being a by-law to appoint a Committee of Adjustment and repeal By-law No. 2023-69
- (c) By-law No. 2024-65, being a By-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on December 9, 2024

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

- (a) Housing-Enabling Water Infrastructure Loan Stream Details

**12. CLOSED SESSION**

**13. ADJOURNMENT: NEXT REGULAR MEETING OF COUNCIL**  
**Monday January 13, 2025 @ 7:00 P.M.**  
**Council Chambers, Fingal/Via Video Link**

**NEXT BUDGET MEETING OF COUNCIL**  
**Wednesday January 15, 2025 @ 7:00 P.M.**  
**Council Chambers, Fingal/Via Video Link**



## THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

### MINUTES

Regular Council Meeting  
Monday November 25, 2024  
7:00 p.m. Council Chambers, Fingal/Via Video Link

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

ALSO PRESENT: 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:** Councillor Fellows declared a conflict on item 8c, Sidewalk plow replacement

**ADOPTION OF MINUTES:**

**Council Minutes – Adopt**

**2024-363 Councillor Emons – Councillor Fellows**

**THAT** the Minutes of the Special Council Meeting of November 7, 2024 and the Regular Council Meeting of November 11, 2024 are hereby adopted.

**CARRIED**

## **Committee Minutes – Review**

### **2024-364 Deputy Mayor Pennings – Councillor Adzija**

**THAT** Council had reviewed the Minutes of the Southwold 175 Meeting of November 4, 2024 and the Draft Minutes of the Communities in Bloom Meeting of November 13, 2024.

**CARRIED**

## **PLANNING:**

### **Committee of Adjustment**

#### **2024-365 Councillor Fellows – Deputy Mayor Pennings**

**THAT** the regular Council meeting adjourn to sit as a Committee of Adjustment at **7:01 p.m.**

**CARRIED**

### **Adjournment of Committee of Adjustment**

#### **2024-366 Deputy Mayor Pennings – Councillor Emons**

**THAT** the meeting of the Committee of Adjustment to hear application MV 2024-06, S. Flanagan and G.E. Flanagan, 6383 Coon Road adjourns and the regular meeting of council reconvenes at **7:06 p.m.**

**CARRIED**

## **DELEGATION:**

**7:07 p.m. – 7:19 p.m.**

### **OCWA – Vitally Talashok, Robin Trepanier**

#### **OCWA 3<sup>rd</sup> Quarter Reports**

##### **2024-367 Councillor Adzija – Councillor Emons**

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

**CARRIED**

**REPORTS:**

**FIR 2024-13 Apparatus Replacement**

**2024-368 Councillor Fellows – Councillor Emons**

**THAT** Report FIR 2024-13 relating to Apparatus Replacement, be received for information; and,

**THAT** the recommendation to upgrade Talbotville’s light rescue to a medium duty rescue be deferred until 2026 budget deliberations

**CARRIED**

**ENG 2024-62 Composter and Digester Program Update**

**2024-369 Deputy Mayor Pennings – Councillor Emons**

**THAT** Report ENG 2024-62 relating to the supply of composters to rural residents be received for informational purposes; and

**THAT** composters be purchased from a local business in the amount no greater than \$500.00.

**CARRIED**

Councillor Fellows vacated his seat

**ENG 2024-63 Sidewalk Replacement Plow**

**2024-370 Councillor Emons – Councillor Adzija**

**THAT** Council pre-approve the replacement of the 2008 Sidewalk Plow, with an estimated budget of \$160,000.

**CARRIED**

Councillor Fellows returns to his seat.

**FIN 2024-30 2025 Budget -2025 Wage Grid Adjustment, Assessment Budget Direction/Feedback**

**2024-371 Councillor Emons – Deputy Mayor Pennings**

**THAT** Council direct staff to prepare the 2025 Budget based on adjustments to the Wage Grid in accordance with the Pay Administration Policy and the Collective Agreement; and,

**THAT** Council provide feedback and direction for preparation of the draft 2025 Budget and Capital Forecast.

**CARRIED**

**CAO 2024-89 Backyard Hens and Cleaning and Clearing By-laws**

**2024-372 Councillor Fellows – Deputy Mayor Pennings**

**THAT** Council approves the proposed updated Backyard Hen and Cleaning and Clearing By-laws included in the November 25, 2024 agenda.

**CARRIED**

**CAO 2024-90 Agreement Purchase and Sale – Ford Road**

**2024-373 Deputy Mayor Pennings – Councillor Adzija**

**THAT,** in accordance with By-Law 2013-29, the Council of the Township of Southwold, formally declares that the following municipal property is declared surplus to the needs of the municipality;

Part of Lot 3, Concession D, Geographic Township of Southwold, PIN 35160-0301, shown as PART 1 on PLAN 11R-11265; and,

**THAT** in accordance with section 3.3 of By-law 2013-29, an independent appraisal is not required in that the lands are being "sold to public bodies including a municipality, local board (including a school board and a conservation authority), and the Crown in right of Ontario (Ministry of Transportation) or Canada and their agencies."; and,

**THAT** the Clerk be instructed to prepare a notice, in compliance with By-law 2013-29; and,

**THAT** in accordance with section 6.4 of By-Law 2013-29, a Direct Sale be approved, since the purchase involves a "senior level of government;" and,

**THAT** Council give consideration to By-Law No. 2024-61 to authorize an agreement of purchase and sale with MTO.

**CARRIED**

## **CAO 2024-91 Request to Waive Fees – Fridge Door Live Theatre Company**

### **2024-374 Deputy Mayor Pennings – Councillor Fellows**

**THAT** Council waive the Fees for the Fridge Door Company in the amount of \$660.00 for the staging of the production of “Blue Side Up” at the Shedden Keystone Complex on June 4th and 5th 2025.

**CARRIED**

### **CORRESPONDENCE:**

- Fee Waiver Request – Talbotville Optimist Club
- Fee Waiver Request – Rosy Rhubarb Festival Committee
- Fee Waiver Request – Triple C Saddle Club
- Fee Waiver Request – Southwold Township Library, Shedden
- Fee Waiver Request – Shedden Ag Society
- Fee Waiver Request – Shedden Scouts
- Fee Waiver Request – VON
- Fee Waiver Request – Fingal-Shedden & District Optimist Club
- Fee Waiver Request – Shedden Soccer
- Fee Waiver Request – Fingal-Shedden & District Optimist Club – Rosy Rhubarb Run

### **Fee Waiver Requests**

#### **2024-375 Councillor Emons – Deputy Mayor Pennings**

**THAT** Council of the Township of Southwold approves the fee waiver requests submitted by Talbotville Optimist Club, Rosy Rhubarb Festival Committee, Triple C Saddle Club, Southwold Township Library-Shedden, Shedden Ag Society, Shedden Scouts, VON, Fingal-Shedden & District Optimist Club, Shedden Soccer, and the Fingal-Shedden & District Optimist Club – Rosy Rhubarb Run

**CARRIED**

### **BY-LAWS:**

- By-law No. 2024-58, being a by-law to provide for the abandonment of the Larson Drain West 2011 Branch A
- By-law No. 2024-59, being a being a by-law to regulate backyard hens within Residential One (R1) Zone in the Township of Southwold and repeal By-law No. 2024-52

- By-law No. 2024-60, being a by-law for requiring and regulating, the cleaning and clearing of land; the clearing of refuse and debris from lands; and prohibiting the depositing of refuse and debris on land in the Township of Southwold and repeal By-Law No. 2024-56
- By-law No. 2024-61, being a by-law to enter into an agreement of purchase and sale - Ford Road

## **By-laws**

### **2024-376 Councillor Emons – Councillor Adzija**

**THAT** By-law Nos. 2024-58, 2024-59, 2024-60 and 2024-61 be read a first and second time, considered read a third time and finally passed this 25<sup>th</sup> day of November, 2024

**CARRIED**

## **OTHER BUSINESS:**

- Municipality of Central Elgin Zoning By-law Amendment, 384 George Street

## **CLOSED SESSION:**

### **2024-377 Councillor Adzija – Councillor Emons**

**THAT** Council of the Township of Southwold now moves again into a session of the meeting that shall be closed to the public at **8:27 p.m.** in accordance with Section 239 (2) of the Municipal Act, S.O. 2001, c. 25 for discussion of the following matters;

- A proposed or pending acquisition or disposition of land by the municipality or local board (Section 239 (2)(c)) Talbotville Fire
- A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board (Section 239 (2)(k)) Sanitary Services Update

**CARRIED**

## **Adjournment of Closed Session**

### **2024- 378 Deputy Mayor Pennings – Councillor Emons**

**THAT** Council of the Township of Southwold adjourns the Closed Session of the Regular Council meeting at **10:23 p.m.**

**CARRIED**



**STAFF DIRECTION**

Staff were directed by Council to 3 items that were discussed in the Closed Session.

**Confirming By-law**

- By-law No. 2024-62, being a By-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on November 25, 2024

**Confirming By-law**

**2024-379 Deputy Mayor Pennings – Councillor Adzija**

**THAT** By-law No. 2024-62 be read a first and second time, considered read a third time and finally passed this 25<sup>th</sup> day of November, 2024.

**CARRIED**

**ADJOURNMENT:**

**2024-380 Councillor Fellows – Councillor Adzija**

**THAT** Council for the Township of Southwold adjourns this Regular meeting of Council at **10:24 p.m.**

**CARRIED**

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Mayor  
Grant Jones

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CAO/Clerk  
Lisa Higgs



## **Southwold Family Day Committee**

### **Family Day Committee Meeting Minutes Wednesday, November 18, 2024, at 6:30 pm Council Chambers, Fingal /Online**

Committee Members Present:

Councillor John Adzija  
Councillor Scott Fellows  
Jane Cox  
Darlene Wardsworth  
Joe McKinnon  
Scott Young  
Darryl Adams

Regrets: Jim Carder, Abi Drewitt, Morgan Bengen, Lizanne Kerkvliet

Staff Present: Lori Redman

**1. Meeting to Order and Welcome**

The meeting was called to order at 6:42 pm by Co-Chairperson Scott Fellows.

**2. Approval of the Agenda**

The Committee members approved the Southwold Family Day Committee agenda on November 18, 2024.

**3. Approval of the Minutes from the Previous Meeting**

The minutes of the October 30, 2024, Family Day Committee were approved.

**Motioned: Joe McKinnon**

**Seconded: Darlene Wadsworth**

**CARRIED**

#### 4. 2025 Event Planning

<b>Event Space/Item:</b>	<b>Assigned to:</b>	<b>Considerations:</b>
Keystone Complex Usage:	Committee  Scott Young	As discussed at the October 30 <sup>th</sup> , 2024, meeting, the committee hopes that the event will be held outdoors and that indoor activities will only be provided if there is extreme weather on the day of.  Indoor activities can such as: Build- a marshmallow snowman and colouring activities, if needed, can be quickly set up for the event and supervised by the Scouts. The Optimist games can also be set up and run by the Scouts.  Remove rope activity from the games.
Believe in Wonder	Committee (address at next meeting)	Provide Believe in Wonder with a set budget of \$2100 - \$2200; the committee wants to spend this money on a Hot Chocolate Bar, Candy Floss and popcorn, inflatables, and games.
Bonfires	Fire Department Darryl Adams	The volunteer fire department will handle the setup of bonfires.  As discussed at the previous meeting.
Fireworks	Optimist	Address at next meeting.

Rosy Rhubarb People Movers	Committee	Will discuss at next meeting.
Entertainment	Abi Drewitt	Nick Ewanic Music has confirmed \$400 for the event.
Entertainment	Darlene Wadsworth	Bonhomme Costume will be available to reserve December 1 <sup>st</sup> , 2024. \$100 Security deposit, and \$50.00 plus tax for the rental. Darlene will call in Rental company in December.
Auxiliary Police	Lizanne Kerkvliet	This will be discussed at the next meeting.
Straw Bales	Darlene Wadsworth	*Correction* Straw Bales to be provided. Scott Fellows has started the discussion with Collards.
Lighting	Scott Fellows	Scott will contact the rental company to see if there are two flood lights available on the day of the event.
Lighting / Tent and heater	Scott Young	Redemption Tent Events will set up the 50x50-foot lit area for the outdoor play event and a 10x10 tent and heater for Nick Ewanic. The committee agrees to have Redemption Tent Events provide the string lighting for \$250.00.
Food/Hot Chocolate	Southwold Darryl Adams  Committee	The volunteer fire department will prepare hotdogs and hot chocolate. The volunteer fire department will bring coolers to the event and fill them with cooked hotdogs before the start of the event, along with turkey fryers to help heat the water for the hot chocolate.  1600 hotdogs and buns will be purchased.

	<p>Joe McKinnon</p> <p>Jane Cox</p>	<p>Condiments to be purchased.</p> <ul style="list-style-type: none"> <li>• Ketchup</li> <li>• Mustard</li> <li>• Relish</li> <li>• Pre-chopped onions</li> </ul> <p>Source cups for hot/cold drinks.</p> <p>Jugs for cold drinks to be provided by Shedden Soccer.</p> <p>Spicers – 70 dozen Chocolate Chip Cookies.</p>
Volunteers	Scott Young	Scott Young will have members of the Scouts help with the event.
Play Area	Committee	Councillor Adzija confirmed the Township has pipe that can be used on the day of the event.

**Other Business:**

A list of past donors to be distributed to committee members. The donation ask will be \$200.00, and a sign will be displayed with the donor's name.

The committee would like to ask Green Lane to increase its annual contribution, as the event's expense has increased.

Country Grocery to be acknowledged with a sign as a donor for the event.

A "Letter of Donation" to be forwarded to committee members for distribution when canvassing local businesses for donations.

**Budget item:**

To be discussed at next meeting.

**7. Next Meeting**

The next meeting will be held on January 6<sup>th</sup>, 2024, at 6:30 p.m., either in person and/or via Teams.

**Motioned: Joe McKinnon**

**Seconded: Jane Cox**

**CARRIED**

**8. Adjournment**

That the meeting adjourns at 8:00 p.m.



# Southwold

## History Committee

### Minutes

**Monday November 25, 2024, at 1:00 pm**

**Council Chambers, Fingal**

**In Attendance:** Deputy Mayor Justin Pennings, Councillor Scott Fellows, Ross Burgar, Luella Monteith, Janice Fischer, Karen Collard, Pat Temple and Aaron VanOorspronk

**Regrets:** Mary Clutterbuck, Perry Clutterbuck

**Guest:** Mike Baker, Retired Elgin County Heritage Curator

#### **1. Call to Order and Welcome**

Ross Burgar called the meeting to order at 1:14 p.m. Introductions were made for new members: Deputy Mayor Justin Pennings, Councillor Scott Fellows, and Staff Resource Aaron VanOorspronk.

#### **2. Approval of the Agenda**

The agenda was approved as presented.

#### **3. On This Spot App**

- Mike provided an update on the progress of the *On This Spot* app project.
- The goal is to establish a dedicated tour across the County using the program.
- The Committee reviewed and discussed revisions to the photo descriptions.
- A brief explanation of how threshing machines worked was provided.
- It was decided to remove the Glasgow House from the app.
- Further discussion on site locations and descriptions is required.
- Mike noted that time is running out for this project.

#### **4. Review of History Brochures**

- The Committee reviewed the History Tour Brochures and suggested revisions.
- An inventory of brochures was shared.

- Discussions included the need to promote the *On This Spot* app in the brochures.
- This topic was deferred to a future meeting for further discussion.

## **5. Other Business**

### **5.1 United Empire Loyalist Event**

- Ross and Pat attended the United Empire Loyalist Event held in St. Thomas in September 2024.
- The Committee will discuss organizing an event at Fingal Cemetery to honor Southwold's UEL members at a future meeting.

### **5.2 Terms of Reference**

- Staff will draft Terms of Reference for Council consideration in 2025, modeled after the Economic Development Committee (EDC).

### **5.3 Township Plans**

- Staff to request Gina from the Elgin County Archives to review old Township plans stored at the municipal office and plaza to determine if they should be archived.

### **5.4 Financial Report**

- The Committee reviewed the financial report and concluded that no additional funding will be required for 2025.

### **5.5 Council Chamber Decorations**

- Suggestions were made to decorate Council Chambers with historical streetscapes of Township villages and hamlets.
- Touch-ups of these photos may be necessary.

### **5.6 Southwold 175 Celebration**

- Janice Fisher reported that the Southwold History Committee has not been approached to assist with providing Township history for the Southwold 175 Celebration.
- Ross Burgar offered to attend a future Southwold 175 meeting to provide input and historical context.

### **5.7 Upcoming Play by Len Cuthbert**

- Ross Burgar encouraged members to attend Len Cuthbert's new play, scheduled for 2025 at the Southwold Keystone Complex.

## **6. Adjournment**

The meeting adjourned at 3:28 p.m. The date for the next meeting will be determined.





## Southwold Young at Heart Committee Meeting Minutes

Thursday November 28, 2024  
Council Chambers, Fingal/Via Video Link  
Time meeting started: 2:00 p.m.

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

**Regrets:** Sarah Emons

**Guest:** Mary-Lou Jones

### 1. Call Meeting to Order and Welcome

Deb called the meeting to order at 1:58 p.m.

### 2. Approval of the Agenda

Resolution No. 2024-26      Moved by: Ida Martin  
Seconded by: Sharon Hinz

RESOLVED that the agenda of the November 28<sup>th</sup>, 2024 meeting of the Southwold Young at Heart Committee be approved as amended.

DISPOSITION: Carried

### 3. Nathan Cook, Royal Oak Senior Living Recreation Manager

Nathan attended the meeting and gave the committee some ideas for future events. Some of the ideas were Senior Prom, euchre, shuffleboard or jigsaw puzzle tournaments, paint nights or jukebox trivia. These events can be co-hosted between Royal Oak and the YAH committee. Some events could be held at Royal Oak as well.

### 4. Approval of Minutes

Resolution No. 2024-27      Moved by: Trudy Kanellis  
Seconded by: Karen Auckland

RESOLVED that the minutes of the October 24<sup>th</sup>, 2024 meeting of the Southwold Young at Heart Committee be approved.

DISPOSITION: Carried

## **5. Historic Crimes Event**

A good job was done by everyone. This event was very successful. A thank you from Kathy Lyle was read to the committee.

## **6. Southwold 175 Calendar**

The YAH Committee agreed to participate in the calendar that has been proposed by the Southwold 175 Committee.

## **7. Future Events**

The Committee discussed the dates and events for 2025.

- February – 13 Valentine’s Dessert Event (dessert with a program)-  
jigsaw/crokinole tournament
- April 10 - Easter Dinner
- May 29 - guided seniors walk -location to be determined
- June 26 - summer BBQ -Fingal
- Aug 21 - summer BBQ Talbotville
- October 23 - Fall Dinner
- December 11 - Christmas dinner

More events may be planned throughout 2025.

## **8. Other Business**

The committee is recommending to Council that Mary-Lou Jones become a member of the Southwold Young at Heart Committee.

No other business was discussed.

## **9. Adjournment and Next Meeting**

Resolution No. 2024-28 Moved by: Trudy Kanellis  
Seconded by: Ida Martin

RESOLVED that the meeting be adjourned at **3:30 p.m.** to meet again at **1:30 p.m.** on **January 15, 2025** at Council Chambers, Fingal.

DISPOSITION: Carried



## Southwold 175 Planning Committee Meeting Minutes

Monday December 2, 2024  
Council Chambers, Fingal  
Time meeting started: 3:36 p.m.

**Present:** Mayor Grant Jones  
Councillor Sarah Emons  
Abi Drewitt  
Bill Aarts  
Chris Cirella  
Sofia Sinclair-Jones  
June McLarty, Staff Resource

### 1. Call Meeting to Order and Welcome

Mayor Jones called the meeting to order at 3:35 p.m.

### 2. Approval of the Agenda

**Moved by** – Sarah Emons **Seconded by** – Abi Drewitt

That the agenda for the December 2<sup>nd</sup>, 2024 meeting be approved.

**Carried**

### 3. Approval of the November 18<sup>th</sup>, 2024 Minutes

**Moved by**– Chris Circella **Seconded by**– Bill Aarts

That the minutes from the November 18<sup>th</sup>, 2024 meeting be approved as amended.

**Carried**

### 4. Planning for 2025

#### Committee Member Reports on Action Items

##### a. Sponsorship Packages

The Committee reviewed the updated Sponsorship Packages. The event coordinator will review the package, and she may have some suggestions for sponsors. There may be an opportunity to include donations to a charity.

**b. Headliner**

**Moved by:** Sarah Emons **Seconded by:** Abi Drewitt

That Dillon James be reserved as a headliner for the August 9<sup>th</sup> event, and;

That a classic rock band in the amount of \$10 000 to \$15 000 also be reserved for the August 9<sup>th</sup> event.

**Carried**

**c. Inflatable Companies**

Grant has talked to a couple of inflatable companies. No definite company has been booked.

**d. DJ**

Abi will talk to Zack Yeo and Grant will talk to Adrain Peters to obtain prices for approximately 10 hours of service. A report will be brought back at the next meeting.

**e. Beer Tent and Liquor Licencing**

The Fingal-Shedden & District Optimist Club are meeting next week and will have a decision on whether to do the beer tent and liquor. Sponsorship from alcohol companies can also be obtained.

**f. Branding**

Abi will send out the final version of the branding to the committee members.

**g. Photographer Cost**

Approximately \$1500 -\$2000 for the photographer. Sarah is meeting with Establish Media to firm up details for a photographer package. Should have a contract by the next meeting.

**h. Event Coordinator**

**Moved by:** Chris Circella **Seconded by:** Sarah Emons

That Sharon Lechner be hired as the Event Coordinator for the Southold 175 events.

**Carried**

**i. Merchandise**

Chris talked to Derek at Union Sports. Union Sports is willing to set up a website where orders can be made for merchandise. A link to merchandise website and a QR code can be added to the Township website. The pop-up booth can also be sent up to take orders or

create merchandise that day. One example of each size will need to be ordered. Derek has offered to supply shirts for volunteers. Chris will have prices for merchandise at the next meeting.

### **Calendars**

Include facts about each Southwold community. Available for distribution at the January 25<sup>th</sup> event. More planning to be done at the next meeting.

### **j. History Committee Assistance**

Sarah is meeting with some members of the History Committee soon. A report will be brought to the next meeting.

## **5.0 2025 Event Budget**

- Merchandise reduced to \$10 000.00
- Calendars reduced to \$2 700.00
- Photographer \$ 2000.00
- Cakes for January 25 event \$250.00
- Drinks for January 25 event \$100.00

## **6.0 January 25<sup>th</sup> Event**

- Stage set up
- Connor can use Randy's equipment
- Contract needs to be prepared for Randy and Connor
- 2 slab cakes need to be ordered from Costco
- Bill to contact Tim Horton's about getting some juice
- An invitation for the January 25<sup>th</sup> event completed for next meeting

## **7.0 Other Business**

A meeting date with the local organizations will be set up at the next Southwold 175 meeting.

## **8.0 Adjournment and Next Meeting**

RESOLVED that the meeting be adjourned at **5:32 p.m.** to meet again at **3:30 p.m.** on **December 19<sup>th</sup>, 2024.**



## TOWNSHIP OF SOUTHWOLD

### Report to Council

**MEETING DATE:** December 9, 2024

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

**REPORT NO:** FIR 2024-14

**SUBJECT MATTER: Activity Report for the Fire Chief, November 2024**

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

None – For Council Information.

#### **Purpose:**

To update Council on Fire Department Activities for November 2024.

#### **Background:**

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

- a. *Calls for service* – a total of 23 emergencies were responded to in the month of November, including five MVCs and one vehicle fire.
- b. *Meetings* – Fire Chief attended annual emergency management exercises, a County fire coordinator meeting, County Chiefs meeting, County Fire Prevention meeting, Talbotville Station site meetings, a Hydro One workshop and the Health & Safety Committee workshop at the OAFCC Conference.  
Staff attended a County Fire Prevention meeting.
- c. *Inspections* – no new inspections were conducted. Staff attended Elgin Manor for an Evacuation Exercise.
- d. *Public Education* – social media, Shedden Station sign.
- e. *Public Relations* – firefighters assisted with parking at the Remembrance Day ceremony.
- e. *Grants* – Staff applied for the Provincial Fire Protection grant, focused on cancer prevention, for a gear dryer and spare bunker gear, and are awaiting an update on this application.

- f. *Talbotville Station Project* – Interior framing is complete, roof is installed. Revised schedule has occupancy in late February 2025, with sitework being completed over the Summer of 2025.
- g. *Recruitment* – Seven new recruits have started. Four of them will be attending NFPA 1001 Recruit training, through the Elgin-Middlesex Regional Fire School.
- h. *Apparatus & Equipment* – routine maintenance, including annual MTO inspections.

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

- a. The Fire Chief is working with the County Coordinator on a solution to outdated mapping issues regarding fire response zones.
- b. The County Fire Chiefs are discussing options regarding Hazardous Materials response agreements, as there are currently no formal agreements within Elgin County.

*Training Undertaken by Staff:*

- a. Department training topics included incident review, SCBA fit testing, hose deployment, and radio communications.
- b. Fire Chief and officers attended Railway Awareness Training in London, hosted by CPKC .

*Capital Project Progress :*

<b>2024</b>	<b>Budget</b>	<b>Status/Comments</b>
SCBA/Cylinders	\$26,200	Complete
Bunker Gear	\$20,026	Complete
Hoses & Appliances	\$15,000	Ongoing
Radios & pagers	\$4,000	Complete
Talbotville Fire Station	\$1,250,000	In progress

**Financial Implications:**

None.

**Strategic Plan Goals:**

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

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

**Respectfully Submitted by:**

**Jeff McArthur, Director of  
Emergency Services/Fire Chief**

**"Submitted electronically"**

**Approved by:**

**Lisa Higgs, CAO/Clerk**

**"Approved electronically"**





**TOWNSHIP OF SOUTHWOLD**  
Report to Council

**MEETING DATE:** December 9, 2024

**PREPARED BY:** Paul Van Vaerenbergh, Public Works Superintendent  
Brent Clutterbuck, Drainage Superintendent  
Mike Taylor, Manager of Environmental Services

**REPORT NO:** ENG 2024-65

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

**Development:**

- Attended joint Emergency Management Exercise
- Attended budget meetings
- Attended Consent Consultations
- Met with the MTO regarding Ford Road, and Sunset Road, addressing impacts to Township Infrastructure
- Worked with Finance and Environmental Services to establish a proposed water budget
- Received draft water rate study
- Bi-Weekly meetings for the Shedden and Talbotville Sanitary Projects
- Closed the RFP for Fingal Engineering Design
- Closed the Parks Master Plan RFP
- Received the appraisal report for the Talbotville WWTP lands
- Attended Talbotville Firehall meetings

- Discussed Drainage impacts with the MTO
- Interviewed candidates and hired positions for roads employees, both seasonal and full time
- Implementation of the Citywide Works Software, we are currently over 150 work orders and over 50 services requests average closure or response time on a service request is 2 days
- Worked with GIS, Water and Finance on mapping of existing water meters, the first step in a strategic replacement program, and mapping the system for future meter readers that aren't so well acquainted with our system
- Onsite Kick-off meeting for the public works building
- Attended webinar on regulations regarding on-demand surety bonds for developments
- Prepped for Talbotville industrial landowner and developer meeting
- Attended site review of the Clearing in the Ridge, developer will be going for final assumption in the near future.

- 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
The Clearing		Residential build out	Talbotville
Enclave Phase 1		Residential build out almost complete, working towards request for assumption	Talbotville
Florence Court		Residential build out, working towards request for assumption	Ferndale
Talbotville Meadows Phase 2		Working towards preliminary acceptance	Talbotville
40134 Talbot Line		Site plan agreement	Talbotville
McBain Line	Received a revised draft plan of subdivision	Draft plan, working towards engineering submission	Ferndale
35743 Horton Street (Stoss)		Studies, preparing for draft plan submission	Shedden
4509 Union Road (Turville)		Working towards registration of subdivision	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		Pre-Consultation	Talbotville
4324 Thomas Road		Studies, preparing for draft plan submission	North Port Stanley
7882 Union Road		Pre-Consultation	Fingal
11085 Sunset Road		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)		Construction	Talbotville

**Infrastructure:**

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

- Locates
- Meter Repairs
- Water service repair for the Public Works building
- Nov. 26th. - Blowoff repair on John wise Line east of Rieger Road. Damaged by ditch mower.
- Service repair on 10623 Sunset Road.
- Watermain leak repair at Third Line and Lawrence Road.
- Blowoff repair at 11023 Lawrence Road. New 2" Valve installed.
- New meter pit lid and meter antenna installed on 34528 Lake Line.
- City wide training.
- Water meter data meeting.
- OCWA meeting
- Final Reads
- Building meter assemblies for office and repairs.

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

- Winter temporary help as well as new fulltime employe were interviewed and hired
- Winter patrols were begun
- Gravel roads are being graded in preparation for winter
- Plow trucks were calibrated and made ready
- Magdala Road reconstruction was completed
- Guiderails begun to be cleared of brush

**2024 Capital Project Process:**

<b>2024</b>	<b>Budget</b>	<b>Actual</b>	<b>Status/Comment</b>
<b>Water and Sewer</b>			
Shedden and Fingal Sewer	\$20-25 million		Shedden to Tender Nov. Fingal Engineering Award Nov.
<b>Roads</b>			
Lawrence Road Rehabilitation	\$365,000	\$ 191,636.42	Complete
Edge Paving	\$50,000		Complete
Boxall Road Edge Repairs and Surfacing	\$220,000	\$173,000 (to date)	Complete
Magdala Road Design and Construction	\$230,000	\$276,903.52	Complete
Thomas Engineering	\$160,000	\$123,814	Awarded to WT infrastructure, work underway
Public Works Building	\$4.8 million		Construction started Nov. 11
Roads Needs Study	\$30,000	\$24,614	Complete
<b>Bridges/Culverts</b>			
Burwell Bridge	\$200,000	\$168,922	Completed
Lake Line Culvert	\$75,000		Spriets to complete design work
Lyle Bridge Rehabilitation	\$30,000	\$24,900	Spriets to complete design work, construction 2025
OSIM Inspections	\$10,000	\$ 9,350	Spriets to complete
Woodplant Design	\$75,000		To RFQ in the Spring
Iona Road Culvert Design	\$30,000	\$19,900	Awarded to Spriet, design to begin

**c) Drainage:**

**Drains Before Council:**

**Construction:**

- **Bogart Drain Branch C (Aug 2022):** Construction has been completed
- **Palmer/Bush Line Drain (Aug. 2022):** Construction is now completed
- **Gregory Drainage Works (2023):** Under construction, County crossing and associated road works deferred until Spring 2025.
- **Taylor Drain:** Approved at the November 11 meeting, awaited pre-construction meeting.

**In the hands of the Engineer:**

- **Best Drain (2024)**
- **Bowlby Futcher Drain (2024)**
- **Jones Drain (2024)**
- **Edison Drain (2024)**

For all the above drains the onsite meeting with the engineer has been held, the engineer is now surveying, reviewing their findings and preparing a draft plan to discuss with the affected landowners.

- **Ryan Drain (Sept 19):** Report will be submitted shortly
- **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.
- **Maintenance:** Work being assigned to contractors as requests coming in. Drainage Superintendent has been out in the field looking at maintenance requests, reviewing contractor work and fielding landowner questions.

**2024 Capital Project Process:**

<b>Palmer Drain</b>	\$21,143.00
<b>Gregory Drainage Works</b> – Special Assessment waterline	\$27,800
<b>Gregory Drainage Works</b> –Boxall Road	\$389.00
<b>Taylor Drain</b> – 4 <sup>th</sup> Line	\$664.00

**Financial Implications:**

None.

**Strategic Plan Goals:**

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

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

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

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





## TOWNSHIP OF SOUTHWOLD

### Report to Council

**MEETING DATE:** December 9, 2024

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

**REPORT NO:** ENG 2024-66

**SUBJECT MATTER: Development Charges Update Award**

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

THAT Report ENG 2024-66 relating to the Development Charges Update Award, be received for information; and

THAT the proposal submitted by Watson and Associates in the amount \$38,800 plus HST be accepted.

#### **Purpose:**

This report seeks Council's approval to award Watson & Associates Economists Ltd. the contract to complete a Development Charges (DC) Study update for the Township, in compliance with the Development Charges Act, 1997, as amended.

#### **Background:**

Development Charges (DCs) allow municipalities to recover the costs of growth-related infrastructure from new development, ensuring that the financial burden of growth does not disproportionately impact existing taxpayers.

As the Township continues to grow, so too will the demand for critical municipal services and infrastructure. Improving road networks and enhancing recreational facilities will become essential to support the growing population. Additionally, stormwater management infrastructure, emergency services, and municipal facilities will need to be scaled up to address the needs of new residents and businesses. Preparing for this expected growth is crucial to maintaining the Township's livability, service standards, and fiscal health.

The Township's current DC bylaw, based on a study completed by Watson & Associates in 2020, is set to expire on January 1, 2026. Given the significant development activity

expected in Shedden, Fingal, and Talbotville, and the upcoming expiry, an update is required to ensure the DC rates align with legislative requirements, current growth projections, and infrastructure needs.

Some services to be reviewed in the context of development charges include:

1. **Roads and Transportation:** Improvements to local road networks, traffic management, and active transportation infrastructure.
2. **Recreational and Community Facilities:** Parks, sports fields, and community centers to support growing populations.
3. **Emergency Services:** Increased demand for fire, police, and paramedic services, including facilities and equipment.
4. **Stormwater Management:** Costs not considered in the proposed stormwater rate study, like enhanced infrastructure to address increased runoff and prevent flooding.
5. **Municipal Facilities:** Expansion of office and public facilities to meet service delivery needs.
6. **Waste Management:** Expansion of existing services to new growth areas.

### **Comment/Analysis:**

Given that this type of report, is a very specialized service, and that there are frequently only two major firms that submit on these reports, staff solicited a sole source quotation to Watson and Associates under the specialized services exemption in the Township's purchasing By-law for the following reasons:

#### **Established Knowledge:**

- Watson & Associates prepared the Township's 2020 DC study and developed the existing bylaw. Their possession of data and knowledge from the previous study, minimizes the learning curve for this update.
- Leveraging their past work ensures continuity, consistency, and cost-efficiency.

#### **Proven Expertise:**

- Watson & Associates has a strong reputation for delivering DC studies that comply with the Development Charges Act and withstand scrutiny.
- Their extensive experience with municipalities across Ontario ensures best practices and defensible recommendations.

**Efficient Process:**

- Familiarity with the Township's data and infrastructure needs allows Watson to complete the study update more quickly than a new consultant, minimizing disruption to growth-related decision-making processes.

**Specialized Expertise:**

- The preparation of a DC study is a specialized field requiring a deep understanding of municipal finance, legislation, and growth management. Watson's prior work and proven methodology make them uniquely qualified.

The general scope of work for the Development Charges Study Update will include:

**Update Growth Projections:**

- Develop updated forecasts for population, employment, and housing growth across the Township, with a focus on Shedden, Fingal, and Talbotville.

**Assess Infrastructure Needs:**

- Evaluate capital needs to support growth, including roads, recreation, and emergency services.

**Conduct Stakeholder Consultations:**

- Engage Council, developers, and the public to ensure transparency and inclusivity in the study process.

**Recommend Policy Adjustments:**

- Provide evidence-based recommendations for DC rate adjustments, ensuring fairness and alignment with growth-related costs.

**Ensure Compliance:**

- Update the DC bylaw to meet the requirements of the Development Charges Act, including recent amendments.

**Financial Implications:**

Watson & Associates has provided a proposal to complete the DC Study update at a cost of **\$38,800 (excluding HST)**. This will be funded from the Development Charges Reserve Fund.

**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:** December 9, 2024

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

**REPORT NO:** ENG 2024-67

**SUBJECT MATTER: Talbotville Wastewater Treatment Facility Project Lead Award**

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

THAT Report ENG 2024-67 relating to the Talbotville Wastewater Treatment Facility Project Lead Award, be received for information; and

THAT the proposal submitted by Colliers in the amount \$176,210 be accepted

#### **Purpose:**

This report seeks Council's approval to award project support services to Colliers for the development and execution of a Progressive Design-Build (PDB) Request for Proposal (RFP) for the construction of a new wastewater treatment facility in Talbotville.

#### **Background:**

The existing wastewater treatment facility in Talbotville, constructed in 2017, was designed to serve the village's sanitary needs. However, it now faces operational challenges and limited capacity for expansion. With increased interest in industrial and commercial development driven by PowerCo's investment in St. Thomas, expanding wastewater servicing in Talbotville has become critical to the Township's long-term fiscal strategy.

The current facility's restricted expansion capacity presents significant challenges, particularly for developments with variable and often accelerated servicing demands. In 2022, the Township explored connecting to the City of St. Thomas's facilities at Sunset or Dalewood. While technically feasible, this option introduced complexities in establishing fair compensation and mutual benefit. Additionally, the City indicated that clarity on their ability to accommodate such connections could take 3-5 years due to their internal challenges.

In response, Council prioritized developing an expanded facility within the Township. The Township is nearing completion of two Environmental Assessment (EA) addenda: one permitting the facility's relocation and the other increasing flexibility for future expansion. The next phase involves detailed design and construction of the new facility.

Recognizing the financial and logistical challenges of simultaneously constructing two wastewater facilities, the Township has investigated alternative delivery models that mitigate risk, support growth, and align with its financial capacity. After consultations with industry professionals, staff identified three potential delivery models:

**1. Design-Bid-Build (DBB):**

- Traditional method; design is completed to 100% before bidding.
- Time-intensive but minimizes pre-construction risk.

**2. Design-Build (DB):**

- Contractor submits a fixed price to design and construct a project. Limiting owner decision making and involvement, without potentially incurring extra costs.

**3. Progressive Design-Build (PDB): (*Recommended*)**

- Contractors submit on a request for proposal, providing a detailed plan design and deliver of the project along with a project budget.
- Combines early contractor involvement with flexibility during design.
- Allows collaboration to finalize design at 60%, the final budget is fixed and will not exceed it without interference by the owner.
- Recommended by staff for its efficiency and adaptability.
- Can be paired with private financing to remove debt load from the Township and place it on the constructor with an annual repayment.
- Depending on the provider it can be paired with Operations and Maintenance of the facility.

**Comment/Analysis:**

To meet Council's objectives for timely, cost-effective delivery, the Progressive Design-Build model offers the most suitable approach. By integrating the perspectives of the owner, designer, and contractor, PDB ensures the project leverages market best practices while maintaining Township standards.

Given the Township's borrowing limitations and the concurrent construction of another wastewater facility, private-public partnerships (P3) may present an advantageous financing option. P3s can reduce the Township's debt load by shifting financial and operational risks to the private sector. Including operations and maintenance in the contract incentivizes the contractor to deliver a high-quality facility.

Executing this complex delivery model requires expertise and capacity beyond the Township's current resources. Staff engaged Colliers, a proven industry leader, for project support services. Colliers has already provided valuable insights and recommendations during preliminary discussions. A sole-sourced proposal from Colliers outlines support across three critical areas:

**1. Market Sounding and RFP Development:**

- Engage industry stakeholders to assess market conditions, contractor availability, and best practices.
- Develop an RFP to solicit a Progressive Design-Build team.

**2. Tender Evaluation and Support:**

- Provide guidance during the tendering process, including issuing addenda.
- Assist with proposal reviews, scoring, and awarding the contract.

**3. Financial Analysis:**

- Conduct a post-award analysis to determine project costs and recommend cost-recovery strategies.

**Financial Implications:**

Colliers has quoted \$176,210 (plus HST) for their services, which will be funded through the Talbotville Sanitary Capital Reserve. Additional anticipated costs include legal consultation and technical advisory services, estimated at \$200,000.

These estimates are based on industry recommendations and may vary depending on scope adjustments. Staff will solicit proposals for these additional services at the appropriate time and present them to Council for approval.

**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:** December 9<sup>th</sup> 2024

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

**REPORT NO:** CBO 2024-017

**SUBJECT MATTER: Activity report November 2024**

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**Recommendation(s):**

None – For Council Information.

**Purpose:**

The update Council on monthly activities since last report

**Background:**

**1. 2023/2024 Capital Project Process:**

<b>2023</b>		
<b>Township Office</b>	<b>Budget</b>	<b>Status/Comment</b>
Door lock fob system office	10,000.00	
<b>Parks projects</b>		
SOSP parking lot widening	10,000.00	
Dog waste bins and signage	2000.00	
Park benches	16,000.00	Ongoing
Walking trail concrete install	5000.00	Completed
<b>Keystone Complex</b>		
Barrier/Bollards install to protect playground and septic system	10000.00	Completed
<b>2024</b>		
<b>Parks</b>		
Walking trails conversion to concrete	\$5,000.00	Completed
Fingal Ball Park Diamond Light Replacement	\$40,000.00	Completed

Fingal Ball Park Storage Shed Roof Replacement	\$12,000.00	Completed
Talbotville Optimist Heritage Park Storage Shed Roof Replacement	\$12,000.00	Completed

**Comments/Analysis Building:**

See attached permit comparison report Schedule A CBO 2024-017 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 - November	

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	33	12,629	1,674,800	Accessory structures	32	14,019	1,857,360
Agricultural	9	11,331	2,492,421	Agricultural	15	13,794	4,555,700
Change of Use				Change of Use	2	300	-
Commercial	2	56,822	4,736,042	Commercial	4	3,450	384,900
Demolition	3	1,100	31,000	Demolition	15	2,400	84,401
Heating				Heating		-	-
Industrial Building	3	12,584	4,461,900	Industrial Building	1	240	20,000
institutional Building	1	36,000	3,000,000	institutional Building			
Miscellaneous	2	686	202,000	Miscellaneous	7	1,063	30,743
Plumbing	4	600	26,500	Plumbing	5	600	19,000
Pools	10	1,650	580,320	Pools	12	1,800	650,106
Residential Building	39	53,419	15,342,805	Residential Building	33	52,327	16,185,570
Sewage System	23	11,800	536,400	Sewage system	24	11,000	926,500
Signs	5	750		Signs	5	750	12,000
Combined Use				Combined Use		-	-
<b>TOTAL</b>	<b>134</b>	<b>199,371</b>	<b>33,084,188</b>	<b>TOTAL</b>	<b>155</b>	<b>101,742</b>	<b>24,726,280</b>

Current Year			Previous Year		
TOTAL PERMIT ISSUED		134		155	
TOTAL DWELLING UNITS CREATED		20		19	
TOTAL PERMIT VALUE		33,084,188		24,726,280	
TOTAL PERMIT FEE		199,371		101,742	
TOTAL INSPECTION COMPLETED(YTD)		1469		818	

October 2023 Compared to October 2024							
Current Year				Previous Year			
	PERMIT COUNT	FEE	COST OF CONSTRUCTION		PERMIT COUNT	FEE	COST OF CONSTRUCTION
Accessory structures	2	477	80,000	Accessory structures	2	3,232	143,000
Agricultural	1	1,249	550,000	Agricultural	1	1,164	180,000
Change of Use				Change of Use			
Commercial				Commercial			
Demolition				Demolition	6	900	61,001
Heating				Heating			
Industrial Building				Industrial Building			
institutional Building				institutional Building			
Miscellaneous				Miscellaneous	2	300	36,000
Plumbing				Plumbing			
Pools		150		Pools			
Residential Building	3	2,749	466,130	Residential Building	2	301	230,000
Sewage System	2	1,000	25,000	Sewage System	1	900	25,000
Signs				Signs			
Combine Use				Combined Use			
<b>TOTAL</b>	<b>8</b>	<b>5,625</b>	<b>1,121,130</b>	<b>TOTAL</b>	<b>14</b>	<b>6,796</b>	<b>675,001</b>



## TOWNSHIP OF SOUTHWOLD

### Report to Council

**MEETING DATE:** December 9, 2024

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

**REPORT NO:** CAO 2024-93

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

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**Recommendation(s):**

None – For Council Information.

**Purpose:**

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

**Meetings/Events:**

<b>Monday, November 4, 2024</b>	Joint Emergency Management Exercise
<b>Monday, November 4, 2024</b>	Southwold 175 Committee Meeting
<b>Monday, November 4, 2024</b>	Legal Review of Cleaning and Clearing By-Law
<b>Monday, November 4, 2024</b>	PSD Citywide - Weekly Meeting
<b>Tuesday, November 5, 2024</b>	Severance Pre-Consultation - Fingal Line
<b>Wednesday, November 6, 2024</b>	Senior Managers Meeting
<b>Wednesday, November 6, 2024</b>	Severance Pre-Consultation - Lake Line
<b>Thursday, November 7, 2024</b>	Legacy Wells/Fire Ground Discussion
<b>Thursday, November 7, 2024</b>	Performance Appraisal - CBO
<b>Thursday, November 7, 2024</b>	PSD Citywide - Weekly Meeting
<b>Tuesday, November 12, 2024</b>	Talbotville WWTP EA - MECP Meeting
<b>Wednesday, November 13, 2024</b>	Staff Meeting
<b>Wednesday, November 13, 2024</b>	Performance Appraisal - Treasurer
<b>Wednesday, November 13, 2024</b>	KCCA Update - Coon Road Minor Variance
<b>Thursday, November 14, 2024</b>	New Business Site Meeting
<b>Thursday, November 14, 2024</b>	PSD Citywide - Weekly Meeting
<b>Thursday, November 14, 2024</b>	Performance Appraisal - Jeff McA
<b>Monday, November 18, 2024</b>	Crisis Communication Training
<b>Wednesday, November 20, 2024</b>	Senior Managers Meeting
<b>Wednesday, November 20, 2024</b>	Pre-Consultation - Lynhurst Park Drive
<b>Wednesday, November 20, 2024</b>	CUPE Advice Meeting
<b>Wednesday, November 20, 2024</b>	Meeting with TVDSB Planners
<b>Wednesday, November 20, 2024</b>	Call with Karen Vecchio - Property Matter
<b>Thursday, November 21, 2024</b>	PSD Citywide - Weekly Meeting
<b>Thursday, November 21, 2024</b>	Pre-Consultation - Talbotville Gore Road
<b>Thursday, November 21, 2024</b>	Pre-Consultation - Talbot Grove Lane

<b>Thursday, November 21, 2024</b>	Citywide - Admin Staff Entry Review
<b>Monday, November 25, 2024</b>	County CAOs Meeting
<b>Tuesday, November 26, 2024</b>	County Meeting - Talbotville Industrial Lands
<b>Wednesday, November 27, 2024</b>	Staff Meeting
<b>Wednesday, November 27, 2024</b>	Health and Safety Policy Program Meeting
<b>Wednesday, November 27, 2024</b>	Central Community Health Centre Meeting
<b>Thursday, November 28, 2024</b>	Planning Process Ec Dev Communication Meeting
<b>Thursday, November 28, 2024</b>	Pre-Consultation, Talbotville Gore Road
<b>Thursday, November 28, 2024</b>	CUPE Grievances Step 3 Meetings

## Recruitment/Staffing

The Township recently recruited a new Permanent Public Works Operator and has hired its seasonal public works employees.

## Grant Application Progress and Updates

The municipality has received responses on the following grant applications:

- Trillium Resiliency Grant – Parks Master Plan – *UNSUCCESSFUL*
- Community Emergency Management Preparedness Grant – New Generator and Portable Radios – *SUCCESSFUL – Funding of \$50,000.00*
- Waste Reduction Capacity Grant- Study for Organic Collection Models – *UNSUCCESSFUL*
- Fire Marshal’s Public Fire Safety Council – New Smart Boards for Fire Halls – *SUCCESSFUL – Funding of \$1,950.03*
- Rural Economic Development Grant (Municipal Parking Lot in Shedden) – *UNSUCCESSFUL – Feedback from Granting Organization was that our project was considered “Major Capital” and was therefore ineligible*
- Trillium Capital Grant – Stormwater Pond & Accessible Trail in Fingal – *UNSUCCESSFUL.*
- Enabling Housing Water Systems Fund Grant – *SUCCESSFUL* – Waiting for Transfer Payment Agreement for \$27.8 Million for Shedden & Fingal Sanitary Servicing
- Trillium Seed Funding – Staff do not have a relevant application but have forwarded information to various community groups.
- Trillium Grow Funding – Staff do not have a relevant application but have forwarded information to various community groups.
- Fire Protection Grant – *APPLIED*

- Community Sport and Recreation Infrastructure Grant – *Application Submitted*
- Flood Hazard and Identification Mapping Program – *Application Submitted by LVTCA with Southwold support*
- Intact Municipal Climate Resiliency Grants Program – *Application Submitted*

**Shared Services**

Shared services with Dutton Dunwich and West Elgin continue to be productive.

**Policy Development**

Various HR policies were adopted on October 15<sup>th</sup> with more to be forwarded to council shortly. Health and Safety policies are in draft form, anticipated for a January report to Council.

**2024 Budget and Projects:**

Staff are continuing to plan out and implement the various projects and programs approved in the 2024 budget.

*Capital Project Progress:*

<b>Project</b>	<b>Budget</b>	<b>Status/Comments</b>
Laserfiche Processes	\$20,000	In development with RICOH. Workflow roll out anticipated in February 2025.
HR / H&S Policy and Program Updates/Improvements	\$5,000	In progress with internal resources only so far.

**Strategic Plan Goals:**

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

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

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



## TOWNSHIP OF SOUTHWOLD

### Report to Council

**MEETING DATE:** December 9, 2024

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

**REPORT NO:** CAO 2024-94

**SUBJECT MATTER: Integrity Commissioner Oversight**

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**Recommendation:**

THAT Council receive this report as information.

**Purpose:**

The purpose of this report is to provide more information to Council on Integrity Commissioner oversight in the Province of Ontario.

**Background:**

At their meeting on November 25<sup>th</sup> 2024, members of Council articulated their concern in reviewing recent local municipal integrity commissioner reports. Council members expressed that in some instances, they felt that the reports may not have contained sufficient detail of the offence and did not provide a balanced investigation, or provide an opportunity for the source of a complaint to respond in the investigation. Council requested more information about the role of the Integrity Commissioner, the best practices utilized, and options for concerned citizens, members of the public, and municipal councils to ensure there is oversight of Integrity Commissioners.

**Comment:**

Originally started as an optional service that municipalities could use to improve accountability, Municipal Integrity Commissioners are now mandated by the Ontario Municipal Act. An integrity commissioner is a municipal accountability officer who is responsible for applying the rules governing the ethical conduct of members of municipal councils and local boards (including codes of conduct), and for providing advice and education on those rules.

The Municipal Act provides the framework within which municipal integrity commissioners are appointed and carry out their functions. According to Section 223.2 of the Act, every municipality must establish a code of conduct for members of councils and local boards and appoint an integrity commissioner, who must function in an independent manner and report directly to municipal council. Since Integrity

Commissioners report directly to municipal Councils, Councils themselves hold a level of responsibility in ensuring that the Integrity Commissioner is being held accountable. This includes appointing qualified and skilled persons to perform the task, ensuring that reports are complete and follow the best practices, provide accurate information during any investigations, and ultimately can accept or reject the Integrity Commissioner's recommendations.

*Ontario Ombudsman:*

The Ontario Ombudsman can review and investigate complaints about municipal integrity commissioners once they have completed their process or declined to review a complaint. The Ombudsman can also initiate an investigation on their own motion.

It is widely understood that the Ontario Ombudsman is an office of last resort, and that office recognizes that municipal issues are generally best addressed locally. The Ombudsman does not act as an integrity commissioner for municipalities. However, if an integrity commissioner receives a complaint about their own conduct relating to a review or inquiry concerning code of conduct or Conflict of Interest matter, they may wish to consider referring the individual to the Ontario Ombudsman.

When reviewing decisions of municipal integrity commissioners, the Ombudsman's Office does not act as an appeal body and the Ombudsman does not substitute his decisions for those of commissioners. Instead, what the Ombudsman's Office looks at includes whether commissioners:

- Acted in accordance with relevant legislation or procedure, including with respect to timelines;
- Considered the issues before them;
- Followed a fair practice;
- Obtained and considered relevant information; and
- Provided sufficient and adequate reasons to support their decisions, based on the available evidence.

The Ombudsman has developed this best practice guide as a resource tool for integrity commissioners, which is available in detail here:

<https://www.ombudsman.on.ca/resources/brochures,-posters-and-resources/municipal-resources/municipal-integrity-commissioners-best-practice-guide>



Best Practices:

In summary, the Ombudsman recommends that Integrity Commissioners should follow these best practice steps:

1) Know Their Authority:

Integrity commissioners should know the scope of their authority and should avoid overstepping their mandate. For example, they should not involve themselves in matters within the jurisdiction of other accountability officers, closed meeting investigators, or workplace harassment investigators.

2) Follow the local code of conduct and complaint/inquiry protocol:

If a municipality has established procedures for inquiries, the commissioner should follow them. If there is a need to depart from an established procedure, the commissioner should inform the relevant parties and provide an explanation in writing.

3) Assess the Complaint or Application:

The integrity commissioner should carefully consider and assess each complaint and determine at the outset whether each falls within their authority. They should seek additional information as required, and dismiss complaints or applications at an early stage in the process if they are frivolous, vexatious, not made in good faith, or lack sufficient evidence.

4) Identify the Issues:

In reviewing complaints, integrity commissioners should identify the issues to be considered at the outset, to avoid unnecessary complications and delay.

5) Seek Out and Keep Records Evidence:

As a best practice, integrity commissioners should obtain all evidence relevant to the allegations before them – particularly in cases where that evidence could determine the outcome of the investigation. Thorough evidence gathering typically requires that investigators speak with complainants/applicants, respondents and other relevant parties, and request relevant documents from all sources, such as meeting minutes, personal notes, emails, files, and social media posts. There may be many potential sources of evidence, including municipal staff and members of the public, depending on the issue raised.

6) Provide an Opportunity to Respond to Allegations:

Individuals under investigation have the right to be heard and to speak to the complaints made against them. Unless a complaint is dismissed at an early stage,

integrity commissioners should ensure that council or local board members who are the subject of complaints or applications have the opportunity to be interviewed or provide statements.

Members of council or local boards who are under investigation should also be given an opportunity to respond to any adverse findings against them and any recommended penalties or remedial actions. This can safeguard the procedural fairness of the integrity commissioner's process.

The courts have recognized the ability of members to review and comment on a draft report as part of a procedurally fair process.

7) Communicate With the Parties:

Integrity commissioners should communicate with the parties involved in a complaint or application as appropriate.

8) Preserve Confidentiality:

Integrity commissioners are required to preserve the secrecy of all matters that come to their knowledge in the course of their work

9) Issue a Public Report with Reasons:

Integrity commissioners should issue their findings in writing. It is important that their reports include:

- Summaries of the complaint, the investigative process and the evidence obtained during the investigation
- The relevant conduct standard or other applicable rules
- An explanation that clearly explains how the commissioner weighed the evidence against that standard, and
- A clear conclusion based on the evidence.

Staff would not recommend that Southwold Council insert itself in integrity commissioner reports of a neighbouring municipalities or even to formally comment on the findings or process, but encourages individuals of the general public to escalate concerns of an Integrity Commissioner report to the Ombudsman's office for their review.

**Financial Implications:**

None.

**Strategic Plan Goals:**

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

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

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

# Council Highlights

**Tuesday,  
November 26, 2024**

## In This Issue:

**Woodlands Conservation  
By-Law Updates from Elgin  
Tree Commissioner**

**Draft Plan of Subdivision  
Approved for Rodney**

**County Approves Bayham  
Official Plan Amendment No.  
38**

**Adjustment to Planning Fees  
Starting January 1, 2025**

**Elgin County Unveils Bold  
Strategic Plan for Future**



### **Woodlands Conservation By-Law Updates from Elgin Tree Commissioner**

The Elgin County Tree Commissioner/Weed Inspector provided an overview of activities under the Elgin County Woodlands Conservation By-Law for the first and second quarters of 2024, along with updates on weed inspection efforts.

For the period of January 1 to March 31, 2024, a total of 26 applications for harvest were submitted, involving an estimated 570,000 board feet of timber over approximately 670 acres of forested land. In the second quarter, from April 1 to June 30, 2024, there were 17 applications, with a total harvest of 540,000 board feet over 426 acres.

Two Council Exemption for Woodland Clearing applications were received in the first quarter of 2024. These involved clearing approximately 0.435 hectares in West Elgin and 0.18 hectares in Bayham. Both applications were approved in the second quarter following the required public consultation process, under the condition that they adhered to the County's "No Net Loss" policy for woodlands.

In the first quarter of 2024, there were no weed complaints received. However, in the second quarter, two weed complaints were reported. One complaint was negative for Giant Hogweed, while the other was addressed by the landowner. No Weed Destruction

Orders were issued during this period.

The Tree Commissioner's report also included information about the Spotted Lanternfly, an invasive insect native to China and Vietnam, that continues to spread across North America. Although no established populations have been found in Canada, nearby populations have been detected in Buffalo, New York. The species is particularly damaging to agricultural industries, such as grape growing, fruit, and horticulture, and poses a threat to native trees. The adults are approximately one inch long and feature brightly colored, spotted wings.

### **Draft Plan of Subdivision Approved for Rodney**

County Council approved a draft plan of subdivision application for lands on the south side of Queens Line, east of Rodney Cemetery, covering 3.14 hectares (7.75 acres) with 59.1 meters of frontage on Queens Line and 20.1 meters on Harper Street. The lands are currently vacant. The proposed plan includes 28 single-detached dwelling lots, 2 townhouse blocks, and a new public road. The lands are designated as Tier One settlement area in the Elgin County Official Plan, which supports full municipal services and new growth. The West Elgin Official Plan designates the lands as Residential, supporting infill and redevelopment, particularly in the Rodney area. The application has gone through the standard process, including technical studies, agency circulation, and public meetings. The Municipality of West Elgin has endorsed the subdivision, with County staff confirming it meets all relevant planning requirements.





## **County Approves Bayham Official Plan Amendment No. 38**

As approval authority, the County of Elgin has approved Official Plan Amendment No. 38 as previously adopted by the Municipality of Bayham.

OPA No. 38 pertains to a property on Part of Snow Street in the Village of Vienna, currently an unopened road allowance. The property is vacant, with a frontage of 15.2 meters and an area of 804.5 sqm. The proposed amendment seeks to redesignate the land as 'Residential' to allow for the creation of a new residential lot. The land is municipally owned and marked for surplus sale. The lands are within a Tier 1 Settlement Area in the County of Elgin, which allows for residential development. However, because the property is a road allowance, it lacks a formal land use designation or zoning. Therefore, a Zoning By-law Amendment (ZBLA) is also required to rezone the property from Institutional 'I' Zone to Village Residential 1 (R1).

The proposal underwent a standard review process, including technical studies, agency circulation, and a public meeting on October 3, 2024. One letter of support was received, while a delegate expressed concerns over the loss of parkland.

County staff reviewed the amendment and confirmed it complies with the Planning Act, the Provincial Policy Statement, and both the County of Elgin and Bayham Official Plans, deeming it appropriate for the area.

## **Adjustment to Planning Fees Starting January 1, 2025**

County Council has approved an increase in planning fees, effective January 1, 2025. Elgin County is tasked with ensuring that its planning services comply with the Planning Act and the Provincial Planning Statement. The County provides a wide range of development application services, each with associated fees that municipalities are allowed to charge to help offset service delivery costs. Historically, some of these fees have been supported through the tax base. The County's methodology for setting these fees has not been reviewed for some time, and increases have been minimal, failing to keep up with inflation or development industry standards. Additionally, fees have not fully accounted for the time invested by staff or indirect costs such as overhead.

After reviewing the current fee structure, County Council approve a phased increase in planning fees over the next three years. These increases are outlined in the report titled County Planning Fees Amendment contained in the November 26, 2024 Agenda Package.

## Elgin County Unveils Bold Strategic Plan for the Future

The County of Elgin has approved a new strategic plan following the end of its previous plan in 2022. Changes in leadership and in the regional environment, presented an ideal opportunity to develop a fresh strategic plan to guide the County's future.

A Steering Committee, including key County officials, was established to collaborate with a facilitator in guiding the process. County Council and the Executive Leadership Team met three times to work on developing the County's new corporate mission, vision, values. These discussions focused on identifying challenges and opportunities, leading to the creation of strategic priorities aimed at better serving residents in the present and future.

The County is beginning to implement a continuous management cycle approach to business planning, with the strategic plan forming the initial phase. This plan will inform annual departmental and organizational business plans.

The strategic plan will ensure internal alignment, clarity in decision-making, and prioritization of efforts to achieve the County's goals. It also aims to improve resource allocation and operational efficiency. The full plan can be found in the November 26, 2024 Council Agenda Package. Further details on the plan, including a detailed workplan and metrics to measure success, will be available in the coming months.



For the complete **November 26, 2024 Agenda Package**, please visit the following link:  
[County Council Agenda Package](#)

November 21, 2024

**Lisa Higgs**

Chief Administrative Officer/Clerk  
Township of Southwold  
35663 Fingal Line,  
Fingal, ON N0L 1K0

Dear Lisa Higgs:

**Subject: 2025 Municipal Apportionment and Budget**

In accordance with Ontario Regulation 402/22, Kettle Creek Conservation Authority is following the four-phase budget approval process for its 2025 Budget as outlined below:

- Phase 1: Categorizing Revenue and Expenses and amounts of municipal apportionment
- Phase 2: Board approval of Draft Budget for Consultation  
(Approved on November 20, 2024 for distribution to member municipalities and posted on KCCA's website)
- Phase 3: Board approval of 2025 Municipal Apportionment  
(Weighted Vote scheduled for January 15, 2025)
- Phase 4: Board approval of 2025 Budget  
(Weighted Vote as per Administrative By-Law at KCCA's Annual General Meeting scheduled for February 26, 2025)

On November 20, 2024 KCCA's Board of Directors approved the attached Draft 2025 Budget and Municipal Apportionment for consultation. Before determining the apportionment of costs to its member municipalities, KCCA considered the following cost saving measures:

- Phasing in the 2022 Salary and Pay Equity Review and limiting a cost-of-living increase to just keep pace with minimum wage increases.
- Increasing fees to fee for service cost areas including increases to conservation area fees, and tree planting fees.
- Introducing rentable cabins at Lake Whittaker Conservation Area in 2025 as a new source of ongoing revenue generation. New revenue streams help ensure that KCCA continues to support 50% of wage costs through self-generated revenue.
- A projected drawdown of operational reserves of \$237,356 to facilitate necessary upgrades to regulation and floodplain mapping and to help support wage and operational costs.

Overall, the 2025 draft budget represents the continuation of 2024 programs and services including the following measurable results:

- On average annually reviewing and issuing 64 permits, reviewing 100 Planning Act applications and responding to 50 legal inquiries ensuring people and property are protected from natural hazards;



- Maintaining a comprehensive flood forecasting and warning system including issuing on average 20 flood messages per year;
- Planting 45,000 tree per year through various programs including the Greening Communities Program.

The 2025 Budget maintains this level of service while balancing the pressures of inflationary costs related to wages and supplies. KCCA is making every effort to help contain these rising costs by relying as much as feasibly possible on reserves and introducing new revenue generating opportunities.

**The 2025 municipal apportionment increase for the Township of Southwold over 2024 is \$31,288.**

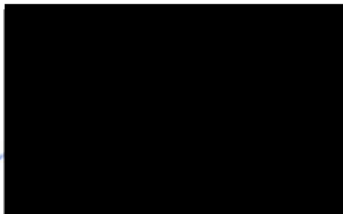
Please refer to the attached package for details of the increase and apportionment of costs between the three categories of programs: Category 1 Mandatory; Category 2 Municipally Requested; Category 3 Deemed Advisable by the KCCA Board of Directors.

Notice is hereby given that the Municipal Apportionment of Costs will be approved by a weighted vote at KCCA's January 15, 2025 meeting. The final 2025 Budget will be approved, also by weighted vote, at the February 26, 2025 Annual General Meeting. Both meetings will be held in person at KCCA's Administration Centre beginning at 10 a.m. and streamed live at [www.facebook.com/KettleCreekCA/](http://www.facebook.com/KettleCreekCA/)

KCCA has always worked closely with its member municipalities to be fiscally responsible but still ensure the conservation, restoration, development and management of natural resources within the Kettle Creek watershed.

Council is encouraged to communicate their questions to their KCCA Board representative, Todd Noble. Questions on any matter are also welcomed by KCCA's General Manager/Secretary-Treasurer Elizabeth VanHooren at 519-631-1270 ext. 222

Sincerely,



Grant Jones  
Chair, Kettle Creek Conservation Authority

**Programs and Services Revenue and Expenses Overview**

Budget 2025 - First Draft November 20, 2024



Programs and Services	Total Expenditures	Municipal Apportionment			Self Generated Revenue	Provincial Transfer Payment	Reserve Operating	Capital	Total Revenue
		Cat-1	Cat-2	Cat-3					
<b>Category 1/2</b>	General Operating <sup>1</sup>	498,419.00	355,436.00		132,482.00	10,501.00	-	95,000.00	593,419.00
	Plan Review and Permitting	139,922.00	80,353.00		18,716.00	1,853.00	39,000.00		139,922.00
	Flood Forecasting	297,099.00	211,272.00		-	35,827.00	50,000.00	-	297,099.00
	Dam Operations	163,432.00	109,843.00		-	13,589.00	40,000.00	-	163,432.00
	Monitoring/Source Protection	146,008.50	106,622.00		11,250.00		11,830.00		129,702.00
	Conservation Lands Management <sup>2</sup>	407,162.00	239,363.00	80,454.00	40,345.00	-	27,000.00	20,000.00	407,162.00
<b>Total Category</b>	<b>1,652,042.50</b>	<b>1,102,889.00</b>	<b>80,454.00</b>		<b>202,793.00</b>	<b>61,770.00</b>	<b>167,830.00</b>	<b>115,000.00</b>	<b>1,730,736.00</b>
<b>Category 3</b>	Tree Planting <sup>3</sup>	285,047.00		133,692.00	105,829.00	-	45,526.00	-	285,047.00
	Stewardship Services	130,069.00			106,069.00		24,000.00		130,069.00
	Education/Outreach	43,672.00			43,672.00		-		43,672.00
	Campgrounds	1,099,100.00			1,099,100.00		-	161,600.00	1,260,700.00
	Enhanced Monitoring <sup>3</sup>	16,306.50		16,306.50					16,306.50
	<b>Total Category</b>	<b>1,574,194.50</b>			<b>149,998.50</b>	<b>1,354,670.00</b>	<b>-</b>	<b>69,526.00</b>	<b>161,600.00</b>
<b>Total Budget<sup>4</sup></b>	<b>3,226,237.00</b>	<b>1,102,889.00</b>	<b>80,454.00</b>	<b>149,998.50</b>	<b>1,557,463.00</b>	<b>61,770.00</b>	<b>237,356.00</b>	<b>276,600.00</b>	<b>3,466,530.50</b>

Note 1 General Operating costs include administrative expenses related to the Office of the General Manager, communications, finance, payroll, human resources, administration office and other administrative expenses to support Category 1 programs and services.

Note 2 Category 2 funding for Conservation Lands Management includes the Kettle Creek Dog Park Agreement and the Etgin County Tree Commissioner available on KCCA's website.

Note 3 Category 3 apportionment for tree planting and enhanced monitoring are subject to the Cost Apportioning Agreements available on KCCA's website.

Note 4 This summary includes proposed capital purchases of \$336,000. Capital purchases will be amortized in accordance with KCCA's Asset Management Plan.

**Municipal Cost Apportionment**

Budget 2025 - First Draft November 20, 2024



Municipality	Modified Current Value Assessment (MVCA)	% Municipality In Watershed	MCVA In Watershed	Apportionment %	Category 1 Apportionment	Category 3 Apportionment	Special Levy*	Proposed Total 2025 Apportionment	Total 2024 Apportionment	Difference 2024/2025
Central Elgin	\$ 2,110,212,609.10	60	\$ 1,266,127,565.00	7.70	\$ 80,538.10	\$ 9,188.33	\$ 11,325.11	\$ 101,051.54	\$ 96,135.37	\$ 4,916.17
Middlesex Centre	\$ 3,895,311,737.95	7	\$ 272,671,822.00	1.66	\$ 17,344.60	\$ 1,978.79	\$ 1,107.73	\$ 20,431.12	\$ 19,332.39	\$ 1,098.73
London	\$ 60,304,810,158.05	15	\$ 9,045,721,524.00	54.99	\$ 575,396.38	\$ 96,272.52	\$ 1,107.73	\$ 672,776.63	\$ 645,197.58	\$ 27,579.05
Thames Centre	\$ 2,724,053,000.40	8	\$ 217,924,240.00	1.32	\$ 13,862.11	\$ 1,581.48	\$ 1,100.44	\$ 16,544.04	\$ 15,598.87	\$ 945.17
Malahide	\$ 1,328,662,598.85	8	\$ 106,293,008.00	0.65	\$ 6,761.28	\$ 771.37	\$ 1,100.44	\$ 8,633.09	\$ 8,362.39	\$ 270.70
Southwold	\$ 1,344,571,530.65	78	\$ 1,048,765,794.00	6.38	\$ 66,711.76	\$ 7,610.93	\$ 8,235.12	\$ 82,557.81	\$ 51,269.54	\$ 31,288.27
St. Thomas	\$ 4,678,658,860.60	96	\$ 4,491,512,506.00	27.31	\$ 285,704.14	\$ 32,595.07	\$ 48,900.56	\$ 367,199.76	\$ 345,292.76	\$ 21,907.00
<b>Total Budget</b>	<b>\$ 76,386,280,495.60</b>		<b>\$ 16,449,016,459.00</b>	<b>100.00</b>	<b>1,046,318.37</b>	<b>\$ 149,998.50</b>	<b>\$ 72,877.13</b>	<b>\$ 1,269,194.00</b>	<b>\$ 1,181,189.00</b>	<b>\$ 88,005.10</b>

\*Footnote: Levy partially supports the costs of operating the provincially mandated responsibilities of municipal plan input and review. Province moved to greatly reduce grants in 1995. The levy is calculated based on past, existing and anticipated program activity. The municipality has the option of recovering the apportionment through application fees.

**Statement of Operations**

**Budget 2025 - Draft November 2025**



	<b>Actual 2023</b>	<b>Budget 2024</b>	<b>Budget 2025</b>
<b>Revenue</b>			
Municipal Apportionment (Cat 1)	960,155.38	1,035,258.00	1,119,195.50
Municipal Apportionment (Cat 3)	139,345.05	145,930.00	149,998.50
Municipal Category 2 Agreements	73,026.92	82,748.00	80,454.00
Provincial Transfer Payment (MNRF)	61,770.00	61,770.00	61,770.00
User Fees and Sales			
Lake Whittaker	525,576.69	536,003.00	571,050.00
Dalewood	480,515.74	479,320.00	518,050.00
Other	126,747.60	89,862.00	64,316.00
Other Revenue and Grants	552,913.09	466,555.00	404,047.00
Transfer from Reserve (Capital)	-	336,000.00	276,600.00
Transfer from Reserve (Operating)	27,513.31	128,260.00	237,356.00
<b>Total Revenue</b>	<b>2,947,563.78</b>	<b>3,361,706.00</b>	<b>3,482,837.00</b>
<b>Expenditures</b>			
General Operating	411,211.55	413,281.00	456,999.00
Plan Review and Permitting	85,375.65	95,526.00	139,922.00
Flood Forecasting	286,746.82	252,183.00	297,099.00
Dam Operations	121,647.55	144,981.00	156,898.00
Monitoring/Source Protection	131,589.97	131,363.00	138,873.00
Enhanced Monitoring	11,718.48	21,000.00	21,742.00
Conservation Lands Management	333,162.38	350,159.00	363,684.00
Tree Planting	262,141.10	260,239.00	285,047.00
Stewardship Services	216,331.36	125,076.00	130,069.00
Education/Outreach	53,161.24	130,740.00	43,672.00
Campgrounds	891,739.36	944,003.00	1,009,736.00
Amortization	142,738.32	157,055.00	162,496.00
<b>Total Expenditures</b>	<b>2,947,563.78</b>	<b>3,025,606.00</b>	<b>3,206,237.00</b>
Surplus(Deficit)	-	336,100.00	276,600.00

Kettle Creek Conservation Authority  
**General Operating Expenses**

**DRAFT**

**Budget 2025 - First Draft November 20, 2024**

	<b>Actual 2023</b>	<b>Budget 2024</b>	<b>Budget 2025</b>
<b>Revenue</b>			
Municipal Apportionment			
Category 1	304,359.14	320,990.00	355,436.00
Category 2			
Category 3			
Provincial Transfer Payment	10,501.00	10,501.00	10,501.00
User Fees and Sales	-	1,000.00	1,000.00
Other Revenues and Grants	121,912.68	120,562.00	131,482.00
Operating (Reserves)	-	-	-
Capital (Reserves)	-	83,000.00	95,000.00
<b>Total Revenue</b>	<b>436,772.82</b>	<b>536,053.00</b>	<b>593,419.00</b>
<b>Expenditures</b>			
Staffing and Board Expenses	240,263.99	238,017.00	276,500.00
Operating Expenses	170,947.56	175,264.00	180,499.00
Amortization	26,573.88	39,772.00	41,420.00
Transfer to Reserves			
<b>Total Expenditures</b>	<b>437,785.43</b>	<b>453,053.00</b>	<b>498,419.00</b>
Surplus (Deficit)	- 1,012.61	83,000.00	95,000.00

**Standard Deliverables**

Office of the General Manager, administrative support, human resources, accounting, purchasing and payroll, health and safety, customer service, legal, operating and capital costs which are not directly related to the delivery of any specific program or service, but are the overhead and support costs of a conservation authority and its mandated roles. Preparing and submitting reports to CRA and financial reports for funding agencies.

**2025 Initiatives**

Continued staged implementation of 2022 Salary and Pay Equity Review ensuring KCCA is keeping pace with competitive wages and increases to minimum wage. Continue to engage the public in consultation around KCCA's programs and services through web site, social media and other corporate communications.

**Cost Saving Measures**

Digitizing historical records with self-generated funds.

**Capital**

Replacement of vehicle not specified to program area (\$70,000). Staged computer upgrades to meet Windows 11 requirements (\$10,000) and upgrades to Administration Building (\$15,000).

**Plan Review and Permitting**

**Budget 20254 - First Draft November 20, 2024**



	Actual 2023	Budget 2024	Budget 2025
<b>Revenue</b>			
Municipal Apportionment			
Category 1	63,062.01	72,273.00	80,353.00
Category 2			
Category 3			
Provincial Transfer Payment	1,853.00	1,853.00	1,853.00
User Fees and Sales	25,705.21	17,500.00	18,716.00
Other Revenue and Grants			
Operating (Reserves)	-	4,000.00	39,000.00
Capital (Reserves)			
<b>Total Revenue</b>	<b>90,620.22</b>	<b>95,626.00</b>	<b>139,922.00</b>
<b>Expenditures</b>			
Staffing/Board Expenses	70,990.69	75,172.00	82,017.00
Operating Expenses	14,384.96	20,354.00	57,905.00
Amortization			
Transfer to Reserves			
<b>Total Expenditures</b>	<b>85,375.65</b>	<b>95,526.00</b>	<b>139,922.00</b>
Surplus (Deficit)	5,244.57	100.00	-

**Standard Deliverables**

Deliver the Authority’s permitting responsibilities, ensuring compliance with Ontario Regulation 42/24 and related policies, site inspections, communications with agents and consultants and appropriate enforcement action. Meet the Authority’s delegated responsibility to represent the provincial interest in natural hazards (Section 3.1 of the Provincial Policy Statement) providing technical information and advice on land-use planning documents (Official Plans and Zoning By-Law Amendments, Subdivisions, Consents and Minor Variance). Work with member municipality drainage superintendents to assess drain maintenance notifications, and review new drain proposals under the Drainage Act and Conservation Authorities Act (DART protocol).

**2025 Initiatives**

Operating reserves will be used to undertake updates to regulation mapping as a result of changes outlined in Ontario Regulation 41/24.

**Cost Saving Measures**

Planning and Regulation Fees were increased in 2022 to match neighbouring CAs; provincial freeze on fee increases/modifications in effect until December 31, 2024 as per Minister Order. Budget prepared assuming freeze will continue.

**Capital**

No planned capital in 2024.



Kettle Creek Conservation Authority

**Flood Forecasting**

**Budget 2025 - First Draft November 20, 2024**

	<b>Actual 2023</b>	<b>Budget 2024</b>	<b>Budget 2025</b>
<b>Revenue</b>			
Municipal Apportionment			
Category 1	185,696.07	195,296.00	211,272.00
Category 2			
Category 3			
Provincial Transfer Payment	35,827.00	35,827.00	35,827.00
User Fees and Sales			
Other Revenue and Grants	34,416.08	10,530.00	-
Operating (Reserves)	10,000.00	10,530.00	50,000.00
Capital (Reserves)	-	-	-
<b>Total Revenue</b>	<b>265,939.15</b>	<b>252,183.00</b>	<b>297,099.00</b>
<b>Expenditures</b>			
Staffing/Board Expenses	163,968.38	172,385.00	186,892.00
Operating Expenses	122,778.44	79,798.00	110,207.00
Amortization			
Transfer to Reserves			
<b>Total Expenditures</b>	<b>286,746.82</b>	<b>252,183.00</b>	<b>297,099.00</b>
<b>Surplus (Deficit)</b>	<b>- 20,807.67</b>	<b>-</b>	<b>-</b>

**Standard Deliverables**

Operate a flood forecasting and warning system to ensure that residents and municipalities are aware of potential flood related events in a timely manner. Issue Flood messages (Conditions Statements, Watches and Warnings for shoreline and riverine systems) and conduct outreach and education on flood forecasting program and safety measures. Monitor watershed conditions to detect low water conditions and support the Water Response Team in responding to low water events. Acquire and maintain Floodplain mapping and conduct necessary communication initiatives to inform stakeholders and update mapping in Board approved policies, Official Plans and KCCA's online mapping. Data collection, mapping data sets and study of designs to mitigate hazards. Development and use of systems to collect and store data and to provide spatial geographical representations of data.

**2025 Initiatives**

Status Quo.

**Cost Saving Measures**

In 2024 KCCA obtained funding to support an additional weather monitoring station in Port Stanley as well as the necessary infrastructure to support an open source flood forecasting model. Full implementation of the system will occur in 2025. In the last five years, KCCA has conducted updates to floodplain mapping using a combination of reserves and Provincial/Federal Funding representing an investment of \$174,880. Staff will seek another round of floodplain mapping updates in 2025 concentrating on the Upper Kettle Creek watershed through the FHIMP program, a 50% cost share funding program. \$50,000 of reserve funds are earmarked for this project.

**Capital**

No planned capital in 2025.

**Dam Operations**

**Budget 2025 - First Draft November 20, 2024**



	<b>Actual 2023</b>	<b>Budget 2024</b>	<b>Budget 2025</b>
<b>Revenue</b>			
Municipal Apportionment			
Category 1	95,109.05	103,767.00	109,843.00
Category 2			
Category 3			
Provincial Transfer Payment	13,589.00	13,589.00	13,589.00
User Fees and Sales	-	-	-
Other Revenue and Grants	850.00	17,000.00	-
Operating (Reserves)	-	17,000.00	40,000.00
Capital (Reserves)	-	-	-
<b>Total Revenue</b>	<b>109,548.05</b>	<b>151,356.00</b>	<b>163,432.00</b>
<b>Expenditures</b>			
Staffing/Board Expenses	63,869.00	66,882.00	71,037.00
Operating Expenses	57,778.55	78,099.00	85,861.00
Amortization	6,375.00	6,375.00	6,534.00
Transfer to Reserves			
<b>Total Expenditures</b>	<b>128,022.55</b>	<b>151,356.00</b>	<b>163,432.00</b>
Surplus (Deficit)	- 18,474.50	-	-

**Standard Deliverables**

Operate and maintain 3 dam structures on KCCA lands. Routine maintenance completed by KCCA staff or independent contractors as required. One erosion control structure is maintained.

**2025 Initiatives**

An estimated \$8,500 is required annually for Dalewood Dam maintenance/monitoring until major repairs can be completed. An Environmental Assessment (\$40,000) and public consultation on the future of the dam was delayed in 2024. It will be undertaken in 2025 using reserve funds.

**Cost Saving Measures**

Staff continue to pursue funding support for dam repairs and maintenance through the provincial Water Erosion Control and Infrastructure Program, a 50% cost share program.

**Capital**

No planned capital in 2025.



**Monitoring and Source Protection**

**Budget 2025 - First Draft November 20, 2024**



	<b>Actual 2023</b>	<b>Budget 2024</b>	<b>Budget 2025</b>
<b>Revenue</b>			
Municipal Apportionment			
Category 1	110,642.04	114,429.00	122,928.50
Category 2			
Category 3	14,537.00	16,800.00	16,306.50
Provincial Transfer Payment			
User Fees and Sales			
Other Revenues and Grants	16,199.37	13,000.00	11,250.00
Operating (Reserves)	-	9,793.00	11,830.00
Capital (Reserves)	-	-	-
<b>Total Revenue</b>	<b>141,378.41</b>	<b>154,022.00</b>	<b>162,315.00</b>
<b>Expenditures</b>			
Staffing/Board Expenses	108,388.00	112,138.00	119,167.00
Operating Expenses	34,920.45	40,225.00	41,448.00
Amortization	1,658.76	1,659.00	1,700.00
Transfer to Reserves			
<b>Total Expenditures</b>	<b>144,967.21</b>	<b>154,022.00</b>	<b>162,315.00</b>
Surplus (Deficit)	- 3,588.80	-	-

**Standard Deliverables**

**Category 1:** Provincial Water Quality Monitoring Network; Provincial Groundwater Monitoring Network, and Low Water Response. Meet the obligations of the Clean Water Act and those that have been assigned in the Kettle Creek Source Protection Plan. Support and liaise with the Grand River Source Protection Authority and the Lake Erie Source Protection Committee and relevant municipalities to meet the requirements of the Clean Water Act.

**Category 3:** Maintain and implement a watershed-wide monitoring program to inform watershed resource management decisions and contribute to data used in municipal planning. KCCA, in partnership with Conservation Ontario, prepares a Watershed Report Card every 5 years. The Report Card provides information to the public on surface water, groundwater, forest and wetland conditions in the watershed.

**2025 Initiatives**

No changes are anticipated. Lab fees have steadily increased over the last 5 years. A 4.51% increase is expected in 2025.

**Cost Saving Measures**

Staff will continue to negotiate lab fees for lowest rates possible. Collection of fish community data in municipal drains is financially supported by DFO to determine watershed species and determine watercourse flows. This information is integral to municipal drain projects.

**Capital**

No planned capital in 2025.



**Conservation Lands**

**Budget 2025 - First Draft November 20, 2024**

	<b>Actual 2023</b>	<b>Budget 2024</b>	<b>Budget 2025</b>
<b>Revenue</b>			
Municipal Apportionment			
Category 1	201,287.07	228,503.00	239,363.00
Category 2	73,026.92	82,748.00	80,454.00
Category 3			
Provincial Transfer Payment			
User Fees and Sales	3,349.54	5,956.00	5,500.00
Other Revenues and Grants	69,895.91	34,001.00	34,845.00
Operating (Reserves)	-	20,880.00	27,000.00
Capital (Reserves)	-	5,000.00	20,000.00
<b>Total Revenue</b>	<b>347,559.44</b>	<b>377,088.00</b>	<b>407,162.00</b>
<b>Expenditures</b>			
Staffing/Board Expenses	241,093.00	267,001.00	272,880.00
Operating Expenses	92,069.38	83,158.00	90,804.00
Amortization	21,072.36	21,929.00	23,478.00
Transfer to Reserves			
<b>Total Expenditures</b>	<b>354,234.74</b>	<b>372,088.00</b>	<b>387,162.00</b>
Surplus (Deficit)	- 6,675.30	5,000.00	20,000.00

**Standard Deliverables**

Management and maintenance of 9 Conservation Areas for passive recreation including 24 kilometers of hiking trails, signage, fencing, gates, pavilions, roadways, parking lots, trail structures, stewardship, forest management, hazard tree management, invasive species management, taxes and insurance. Strategic Acquisition of environmentally significant properties in the Kettle Creek watershed as guided by KCCA’s Land Acquisition and Disposition Policy. Includes service agreements with County of Elgin for tree commissioning and City of St. Thomas and Municipality of Central Elgin for the Kettle Creek Dog Park.

**2025 Initiatives**

KCCA continues to see an increase in day-use visitors and trail use across all 9 properties. Invasive species control, safety inspections and hazard tree abatement continues with special attention to KCCA's newest properties - Deer Ridge Conservation Area and the Stanley Lyle Grove.

**Cost Saving Measures**

KCCA continues to promote Dan Patterson Conservation Area for large-scale community events as a means to boost self-generated fees to be directed back to land management.

**Capital**

New storage structure at Bucke Conservation Area (\$15,000) and refurbishment of hydro panels at Dan Patterson Conservation Area (\$5,000).



**Tree Planting**

**Budget 2025 - First Draft November 20, 2024**

	<b>Actual 2023</b>	<b>Budget 2024</b>	<b>Actual 2025</b>
<b>Revenue</b>			
Municipal Apportionment			
Category 1			
Category 2			
Category 3	124,808.05	129,130.00	133,692.00
Provincial Transfer Payment			
User Fees and Sales	44,531.61	16,406.00	14,500.00
Other Revenues and Grants	75,288.13	75,613.00	91,329.00
Operating (Reserves)	17,513.31	39,090.00	45,526.00
Capital (Reserves)	-	-	-
<b>Total Revenue</b>	<b>262,141.10</b>	<b>260,239.00</b>	<b>285,047.00</b>
<b>Expenditures</b>			
Staffing/Board Expenses	145,172.01	152,886.00	168,027.00
Operating Expenses	116,969.09	107,353.00	117,020.00
Amortization			
Transfer to Reserves			
<b>Total Expenditures</b>	<b>262,141.10</b>	<b>260,239.00</b>	<b>285,047.00</b>
Surplus (Deficit)	-	-	-

**Standard Deliverables**

Coordination and implementation of tree planting across the watershed including landowner support and technical advice, site plan development, over the counter sales, site preparation and tending, seedling and large stock tree planting, leading and facilitating community planting events and applying for and managing external funding in support of tree plantings.

**2025 Initiatives**

KCCA has directly pursued fee for service contracts for tree planting to help keep the municipal apportionment low, representing an anticipated increase in other revenue and grants to support the program area from 2025-2027.

**Cost Saving Measures**

Modest increase to fees to assist in covering off rising costs associated with minimum wage increases, tree stock, handling and delivery charges. Reserves are used to off-set costs of required re-plants and program costs. Continued or increasing use of reserves is an unsustainable model.

**Capital**

No planned capital in 2025.

**Stewardship Services/Landowner Services**

**Budget 2025 - First Draft November 20, 2024**



	<b>Actual 2023</b>	<b>Budget 2024</b>	<b>Budget 2025</b>
<b>Revenue</b>			
Municipal Apportionment			
Category 1			
Category 2			
Category 3			
Provincial Transfer Payment			
User Fees and Sales	-	-	-
Other Revenue and Grants	224,409.92	101,076.00	106,069.00
Operating (Reserves)	-	24,000.00	24,000.00
Capital (Reserves)	-	-	-
<b>Total Revenue</b>	<b>224,409.92</b>	<b>125,076.00</b>	<b>130,069.00</b>
<b>Expenditures</b>			
Staffing/Board Expenses	24,240.38	27,516.00	30,126.00
Operating Expenses	192,090.98	97,560.00	99,943.00
Amortization			
Transfer to Reserves			
<b>Total Expenditures</b>	<b>216,331.36</b>	<b>125,076.00</b>	<b>130,069.00</b>
Surplus (Deficit)	8,078.56	-	-

**Standard Deliverables**

Work with landowners and Municipalities to implement Best Management Practices to mitigate flood and erosion hazards, improve and protect water quality, restore floodplains and river valleys, reduce nutrient contamination, restore and enhance wetlands to reduce flooding peaks and augment low flow, management of terrestrial non-native invasive species. Administration of the Elgin Clean Water Program and the Kettle Creek Clean Water Initiative, providing technical advice, applying for and managing external funding, promotion of stewardship and organizing outreach events.

**2025 Initiatives**

Projects are scaled to available funding.

**Cost Saving Measures**

Program completely conducted using self-generated funds.

**Capital**

No planned capital in 2025.

**Education and Outreach**

**Budget 2025 - First Draft November 20, 2024**



	<b>Actual 2023</b>	<b>Budget 2024</b>	<b>Budget 2025</b>
<b>Revenue</b>			
Municipal Apportionment			
Category 1			
Category 2			
Category 3			
Provincial Transfer Payment			
User Fees and Sales	53,161.24	49,000.00	24,600.00
Other Revenue and Grants	-	78,773.00	19,072.00
Operating (Reserves)	-	2,967.00	-
Capital (Reserves)	-	-	-
<b>Total Revenue</b>	<b>53,161.24</b>	<b>130,740.00</b>	<b>43,672.00</b>
<b>Expenditures</b>			
Staffing/Board Expenses	11,000.00	37,243.00	11,043.00
Operating Expenses	39,193.78	93,497.00	32,629.00
Amortization			
Transfer to Reserves	2,967.46		
<b>Total Expenditures</b>	<b>53,161.24</b>	<b>130,740.00</b>	<b>43,672.00</b>
Surplus (Deficit)	-	-	-

**Standard Deliverables**

Curriculum-based education programs for elementary and secondary students and education and outreach programs for community groups/organizations.

**2025 Initiatives**

KCCA and UTRCA rotate Children's Water Festival responsibilities every three years. KCCA coordinated the Elgin-St. Thomas Children's Water Festival in 2024 and will not host again until 2027. Program in 2025 will concentrate on the organization of the Carolinian Forest Festival. On average 2,000 students participate in education and outreach events annually.

**Cost Saving Measures**

Program completely conducted using self-generated funds.

**Capital**

No planned capital in 2025.



**Campgrounds**

**Budget 2025 - First Draft November 20, 2024**

	<b>Actual 2023</b>	<b>Budget 2024</b>	<b>Budget 2025</b>
<b>Revenue</b>			
Municipal Apportionment			
Category 1			
Category 2			
Category 3			
Provincial Transfer Payment			
User Fees and Sales	1,006,092.43	1,015,323.00	1,089,100.00
Other Revenue and Grants	9,941.00	16,000.00	10,000.00
Operating (Reserves)	-	-	-
Capital (Reserves)	-	248,000.00	161,600.00
<b>Total Revenue</b>	<b>1,016,033.43</b>	<b>1,279,323.00</b>	<b>1,260,700.00</b>
<b>Expenditures</b>			
Staffing/Board Expenses	438,696.75	532,011.00	580,338.00
Operating Expenses	407,717.36	387,541.00	420,459.00
Amortization	87,058.32	87,320.00	89,364.00
Transfer to Reserves	45,325.25	24,451.00	8,939.00
<b>Total Expenditures</b>	<b>978,797.68</b>	<b>1,031,323.00</b>	<b>1,099,100.00</b>
Surplus (Deficit)	37,235.75	248,000.00	161,600.00

**Standard Deliverables**

Manage, operate and maintain Lake Whittaker and Dalewood Conservation Area Campgrounds including day-use areas (pay for use), canoe and kayak rentals, seasonal and transient camping, group camping and retail sales of firewood, ice and grocery items.

**2025 Initiatives**

Development of achievable workplans and budget to ensure constant regeneration of capital assets in all program areas including annual transfer of profits to capital reserves.

**Cost Saving Measures**

Continue to operate campgrounds independent of municipal apportionment, with revenue supporting full-time wages and capital asset management helping to offset expenses in mandatory program areas. 2025 will be the first year of implementing rentable cabins at LWCA increasing revenue potential and helping to continue to offset 50% of wages and contribute to capital asset

**Capital**

Hydro upgrades (\$114,000); Storage upgrades (\$30,000); pooled assets (\$10,000).

Mayor Jones and Southwold Council  
Township of Southwold  
35663 Fingal Line  
Fingal, Ontario, N0L 1K0

Dear Mayor Jones and Southwold Council

**Re: Request for Contribution to the Elgin OPP Detachment Board During Inaugural Phase**

I hope this letter finds you well. I am writing to inform you that the Elgin OPP Detachment Board held its inaugural meeting on November 13, 2024, marking an important milestone in our collective efforts to enhance public safety and governance within Elgin County. The Draft Minutes of the November 13, 2024, meeting are attached.

As we embark on our foundational work, we are currently in the process of determining how best to administer the Board. During this inaugural phase, the Board is working diligently to establish the necessary tools and frameworks for effective operation in accordance with the requirements of the Community Safety and Policing Act. This includes determining who will serve as the Board's administrator, as well as addressing the essential legal, insurance, and professional requirements needed to ensure compliance and smooth functioning.

As we move through this transitional period, we anticipate that the formal budget for the Elgin OPP Detachment Board will not be finalized until 2025. In the meantime, we are seeking the support of each local municipality served by the Elgin OPP Detachment Board to contribute \$5,000 to cover essential operational costs, including insurance, legal fees, and other professional services required to support the Board's activities.

These funds will be held by the County of Elgin until such time as a dedicated bank account can be established for the Detachment Board. Once the Board's budget has been finalized and adopted, the \$5,000 contribution from each municipality will be deducted from the final invoice that will be sent to each partner municipality and a detailed reporting of expenses will be provided.

We are confident that with your support, the Elgin OPP Detachment Board will be able to establish a solid foundation for effective policing oversight and community engagement, and we appreciate your ongoing commitment to public safety in our region.

Please do not hesitate to reach out if you have any questions or require further information. We look forward to working with you as we continue to move forward with the important work of the Elgin OPP Detachment Board.

Thank you for your understanding and support.

ELGIN OPP DETACHMENT BOARD

Sincerely,



Andrew Sloan  
Chair, Elgin OPP Detachment Board



**DRAFT Minutes**  
**ELGIN OPP DETACHMENT BOARD**  
**November 13, 2024**

The Elgin OPP Detachment Board met in the Council Chambers at the Elgin County Administration Building, 450 Sunset Drive, St. Thomas, with the following in attendance:

Andrew Sloan, Chair  
Dominique Giguère, Vice Chair  
Ida McCallum, Board Member  
Tyler Holmes, Interim Elgin County OPP Detachment Commander  
Pete Liptrott, Superintendent OPP West Region  
Ron LeClair, Police Services Advisor, Inspectorate of Policing  
David Jenkins  
Trudy Kanellis  
Blaine Parkin, Elgin County Chief Administrative Officer  
Jennifer Ford, Elgin County Director of Financial Services/Treasurer  
Carolyn Krahn, Elgin County Manager of Economic Development, Tourism and Strategic Initiatives  
Katherine Thompson, Elgin County Manager of Administrative Services/Deputy Clerk  
Andrew Case, Elgin County Solicitor

**Call to Order:**

K. Thompson called the meeting to order at 2:05 p.m.

**Oath of Office:**

K. Thompson administered the Oath of Office for I. McCallum, A. Sloan, and D. Giguère.

**Election of Chair and Vice Chair**

I. McCallum nominated A. Sloan for the position of Chair, and D. Giguère seconded the nomination. No further nominations were received for this position, and A. Sloan accepted the nomination.

Moved by: Ida McCallum  
Seconded by: Dominique Giguère

RESOLVED THAT nominations for the position of Chair be closed; and

THAT A. Sloan be appointed as Chair of the Elgin OPP Detachment Board.

- Motion Carried.

I. McCallum nominated D. Giguère for the position of Vice-Chair, and A. Sloan seconded the nomination. No further nominations were received for this position, and

D. Giguère accepted the nomination.

Moved by: Ida McCallum

Seconded by: Andrew Sloan

RESOLVED THAT nominations for the position of Vice-Chair be closed; and

THAT Dominique Giguère be appointed as Vice-Chair of the Elgin OPP Detachment Board.

- Motion Carried.

**Adoption of Minutes:**

None.

**Disclosure of Pecuniary Interest and the General Nature Thereof:**

None.

**Reports:**

**Elgin OPP Detachment Board Quarterly Report – Interim Detachment  
Commander, Tyler Holmes**

T. Holmes presented the report summarizing motor vehicle collisions, criminal code charges, eticket warnings, violent crimes, public complaints, property crime, and youth crime within the Elgin OPP Detachment’s jurisdiction from April 2024-November 2024.

Moved by: Ida McCallum

Seconded by: Dominique Giguère

RESOLVED THAT the report from the Interim Detachment Commander be received and filed.

- Motion Carried.

**Elgin OPP Detachment Board Orientation**

C. Krahn provided an overview of the Community Safety and Policing Act, the roles and responsibilities of the Elgin OPP Detachment Board, and an overview of the by-laws, policies and budgetary considerations that the new board will need to consider.

Moved by: Dominique Giguère

Seconded by: Ida McCallum

RESOLVED THAT the report from the Manager of Economic Development, Tourism, and Strategic Initiatives be received and filed.

- Motion Carried.

#### Elgin OPP Detachment Board Administration

C. Krahn provided an overview of the general duties of a board administrator and options available for filling this role. Options include hiring an external administrator, having one of the participating local municipalities to fill this role, or to negotiate a contract with the County of Elgin to administer the board.

Moved by: Ida McCallum  
Seconded by: Dominique Giguère

RESOLVED THAT the report from the Manager of Economic Development, Tourism, and Strategic Initiatives be received and filed; and,

THAT the Chair of the OPP Detachment Board send a letter to Elgin County Council requesting continued assistance as the board moves through its inaugural processes and determines how it will be administered; and,

That Elgin County provide the OPP Detachment Board with a detailed proposal outlining the services it is able to offer, along with the associated costs for these services.

- Motion Carried.

#### 1) Elgin OPP Detachment Board Insurance

Moved by: Dominique Giguère  
Seconded by: Ida McCallum

RESOLVED THAT the report from the Manager of Administrative Services/Deputy Clerk be received and filed; and,

THAT Chair write a letter to each of the six (6) participating municipalities requesting the amount of \$5,000 each in order to enable the Board to cover the costs of insurance, legal fees, and any other professional services or memberships that may be required in advance of the Elgin OPP Detachment Board Budget development; and,

THAT the County of Elgin be authorized to accept those funds and hold them until a bank account for the Elgin OPP Detachment Board can be established.

- Motion Carried.

**Correspondence:**

- 1) Memorandum #1: Authorities, Policing Agreements, Requests, Notifications, and Disclosures - Inspector General of Policing
- 2) Advisory Bulletin 1.4: Police Service Board Member Code of Conduct – Disclosures to the Inspector General (IG) Regarding Misconduct and Conflict of Interest - Inspector General of Policing
- 3) Advisory Bulletin 1.5: Forwarding Complaints to the Inspector General (IG) Under Section 108 of the CSPA – Inspector General of Policing
- 4) Support with OPP Detachment Board Branding and OPP Board Naming Flowchart - OAPSB
- 5) Membership Renewal Invoice – OAPSB
- 6) Request for Increased Support from OPP for By-Law Enforcement – Township of Southwold

Moved by: Dominique Giguère  
Seconded by: Ida McCallum

RESOLVED THAT Correspondence Items #1-6 be received and filed.

- Motion Carried.

**Other Items:**

None.

**New Business:**

None.

**Closed Session Items:**

None.

**Next Meeting:**

In consultation with the Chair, a meeting date in December will be determined.

**Adjournment:**

Moved by: Ida McCallum  
Seconded by: Dominique Giguère

RESOLVED THAT we do now adjourn at 3:17 p.m. to meet again at the call of the Chair.

- Motion Carried.

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,  
Secretary/Administrator.

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Andrew Sloan  
Chair.



Hon. Paul Calandra  
Minister of Environment,  
Conversation and Parks  
VIA EMAIL:  
[Paul.Calandra@pc.ola.org](mailto:Paul.Calandra@pc.ola.org)

Hon. Doug Ford  
Premier of Ontario  
VIA EMAIL:  
[premier@ontario.ca](mailto:premier@ontario.ca)

Township of Puslinch  
7404 Wellington Road 34  
Puslinch, ON N0B 2J0  
[www.puslinch.ca](http://www.puslinch.ca)

November 7, 2024

Hon. Rob Flack  
Minister of Agriculture,  
Food, and Agribusiness  
VIA EMAIL:  
[minister.omafra@ontario.ca](mailto:minister.omafra@ontario.ca)

Hon. Matthew Rae, MPP  
VIA EMAIL:  
[Matthew.Rae@pc.ola.org](mailto:Matthew.Rae@pc.ola.org)

Hon. Ted Arnott, MPP  
VIA EMAIL:  
[ted.arnottco@pc.ola.org](mailto:ted.arnottco@pc.ola.org)

Barclay Nap  
Wellington Federation of  
Agriculture  
VIA EMAIL:  
[napbarclay@gmail.com](mailto:napbarclay@gmail.com)

RE: Motion for the Protection of Agricultural Lands and Sustainable Development in Relation to Provincial Projects and Excess Soil Management Practices

Please be advised that Township of Puslinch Council, at its meeting held on October 23, 2024 considered the aforementioned topic and subsequent to discussion, the following was resolved:

**Resolution No. 2024-378:** Moved by Councillor Hurst and  
Seconded by Councillor Sepulis

Whereas the provincial government is undertaking:

- a) significant road and underground projects over the next ten years which will generate significant excess soil to be managed and disposed; and
- b) studies of underground projects that if implemented will also generate significant excess soil: and



Whereas landfill sites across Ontario are already near capacity, necessitating amendments to legislation to allow certain quality soil to be disposed at excess soil reuse sites instead of being disposed of in landfills effective January 1, 2025; and

Whereas the Ministry of the Environment, Conservation and Parks (MECP) is currently under resourced and lacks the capacity to effectively manage the additional enforcement and oversight required for the relocation of excess soil; and

Whereas the responsibility to enforce and oversee excess soil regulations is being downloaded onto municipalities, which have limited enforcement capabilities and face the risk of significant costs being passed on to local taxpayers; and

Whereas contamination of existing soil and groundwater is a significant concern, particularly in rural municipalities with valuable agricultural lands and reliance on groundwater for its residents; and

Whereas agricultural lands must be prioritized equally with housing needs, roads and underground infrastructure; failure to adequately protect these lands could exacerbate the ongoing food crisis in Ontario; and

Whereas Ontario is not alone in navigating the challenges of sustainable development, and the United Nations provides guidance through its Sustainable Development Report, which includes goals focused on economic growth, infrastructure, sustainable communities, hunger, clean water and sanitation, climate action, and life on land; and

Whereas it is critical that governments consider the comprehensive impacts on all of these areas when conducting feasibility studies and implementing projects which generate excess soil; and

Whereas neglecting to account for the broader implications of projects may lead to negative outcomes;

Therefore Be It Resolved that the Council of the Township of Puslinch calls on the provincial government to:



1. Prioritize the protection of agricultural lands in the management of excess soil from roads and underground projects and in the planning and feasibility studies related to such projects.
2. Ensure that adequate resources are allocated to the MECP to support effective enforcement and oversight of excess soil regulations.
3. Collaborate with municipalities to provide necessary support and funding for enforcement activities related to excess soil management, minimizing financial burdens on local taxpayers.
4. Conduct a comprehensive impact assessment that considers all aspects of sustainable development, in alignment with the United Nations Sustainable Development Report, before proceeding with the traffic tunnel project and any further amendments to excess soil legislation; and

That the Township of Puslinch Council direct staff to send a copy of this resolution to the Minister of the Environment, Conservation and Parks; the Premier of Ontario; all Ontario municipalities; MPP Arnott; MPP Rae; the Wellington Federation of Agriculture; and OMAFRA requesting support for the protection of agricultural lands and sustainable development practices in Ontario.

**CARRIED**

As per the above resolution, please accept a copy of this correspondence for your information and consideration.

Sincerely,

Justine Brotherston  
Municipal Clerk

CC: All Ontario Municipalities





Hon. Paul Calandra  
Minister of Environment,  
Conversation and Parks  
VIA EMAIL:  
[Paul.Calandra@pc.ola.org](mailto:Paul.Calandra@pc.ola.org)

Hon. Doug Ford  
Premier of Ontario  
VIA EMAIL:  
[premier@ontario.ca](mailto:premier@ontario.ca)

Township of Puslinch  
7404 Wellington Road 34  
Puslinch, ON N0B 2J0  
[www.puslinch.ca](http://www.puslinch.ca)

November 21, 2024

Hon. Matthew Rae, MPP  
VIA EMAIL:  
[Matthew.Rae@pc.ola.org](mailto:Matthew.Rae@pc.ola.org)

Hon. Ted Arnott, MPP  
181 St. Andrew St. East  
2nd Floor, Fergus  
ON N1M 1P9  
VIA EMAIL:  
[ted.arnottco@pc.ola.org](mailto:ted.arnottco@pc.ola.org)

Hon. Rob Flack  
Minister of Agriculture,  
Food, and Agribusiness  
VIA EMAIL:  
[minister.omafra@ontario.ca](mailto:minister.omafra@ontario.ca)

RE: 10.1 ERO Posting 019-9196 Enabling greater beneficial reuse excess soil

Please be advised that Township of Puslinch Council, at its meeting held on November 20<sup>th</sup>, 2024 considered the aforementioned topic and subsequent to discussion, the following was resolved:

**Resolution No. 2024-415: Moved by Councillor Hurst and  
Seconded by Councillor Sepulis**

**That Council receive the Mayors and Council member updates for information.  
Whereas the Ministry of the Environment, Conservation and Parks is currently  
consulting on proposed amendments to the Excess Soil Regulation, with potentially  
significant implications for local municipalities; and**

**Whereas these proposed changes, including landfilling restrictions and exemptions for  
waste environmental compliance approvals, pose substantial risks to environmental**



**integrity, groundwater protection, local enforcement efforts, and land use planning;  
and**

**Whereas the proposed amendments may undermine local municipalities' ability to effectively manage excess soil, potentially leading to adverse environmental impacts, such as soil and/or groundwater contamination and disruption of local ecosystems;  
and**

**Whereas the relaxation of regulatory requirements for soil management could further hinder the enforcement capabilities of municipal authorities, making it more challenging to monitor and address compliance issues, thus jeopardizing public health and safety; and**

**Whereas the proposed regulations do not provide sufficient clarity regarding whether the intent of the proposed regulations are to permit ARA licensed sites to be used as reuse sites for excess soil; and**

**Whereas the proposed flexibility in soil reuse standards could conflict with established land use planning frameworks, potentially resulting in incompatible land uses and further strain on local infrastructure; and**

**Whereas the introduction of regional mapping for areas with naturally occurring exceedances presents significant financial challenges for municipalities, as the costs associated with implementing such mapping projects may not be feasible given limited budgets and resources; and**

**Whereas relaxing excess soil regulations and implementing regional mapping could negatively impact agricultural lands by allowing excess soil to be disposed of in ways that diminish the quality and usability of these valuable lands for future agricultural purposes, highlighting the need to prioritize the protection of agricultural lands equally with infrastructure projects and housing developments;**

**Therefore, be it resolved that the Council of Township of Puslinch formally objects to the proposed amendments to the Excess Soil Regulation, citing concerns regarding the detrimental effects on local municipalities, the environment, soil and groundwater quality protection, and effective land use planning; and**



**That the Council of Township of Puslinch directs staff to forward this resolution to the Ministry of the Environment, Conservation and Parks, outlining these concerns and advocating for a more balanced approach that prioritizes environmental protection, local governance, and the protection of resident's health and safety; and further,**

**That this resolution be shared with all Ontario Municipalities, the Premier of Ontario; County Planning staff, MPP Arnott; MPP Rae; the Wellington Federation of Agriculture; and OMAFRA requesting support for the protection of agricultural lands and sustainable excess soil management practices in Ontario.**

**CARRIED**

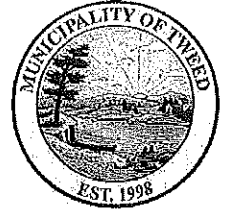
As per the above resolution, please accept a copy of this correspondence for your information and consideration.

Sincerely,

Justine Brotherston  
Municipal Clerk

CC: All Ontario Municipalities, County of Wellington Planning Staff, Wellington Federation of Agriculture, Executive Director of TAPMO

Municipality of Tweed Council Meeting  
Council Meeting



**Resolution No.** 589  
**Title:** Town of Aurora, Aurora, ON  
**Date:** Tuesday, November 12, 2024

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**Moved by** J. Palmateer  
**Seconded by** P. Valiquette

BE IT RESOLVED THAT Council support the Mayor of the Town of Aurora request for the Redistribution of the Provincial Land Transfer Tax and GST to Municipalities for Sustainable Infrastructure Funding.

AND FURTHER THAT Council hereby adopts the following Resolution:

Whereas municipalities face growing infrastructure needs, including roads, bridges, public transit, water systems, and other critical services, which are essential to community well-being and economic development; and

Whereas the current sources of municipal revenue, including property taxes and user fees, are insufficient to meet these increasing demands for infrastructure investment; and

Whereas the Province of Ontario currently collects the Land Transfer Tax (LTT) on property transactions in municipalities across the province, generating significant revenue that is not directly shared with municipalities; and

Whereas the Federal Government collects the Goods and Services Tax (GST) on property transactions, a portion of which could be directed to municipalities to address local infrastructure needs; and

Whereas redistributing a portion of the Provincial Land Transfer Tax and GST to municipalities would provide a predictable and sustainable source of funding for local infrastructure projects without creating a new tax burden on residents or homebuyers; and

Whereas a redistribution of a portion of the existing Land Transfer Tax and GST would allow municipalities to better plan and invest in long-term infrastructure initiatives, supporting local economic growth and improving the quality of life for residents;

Now Therefore Be It Hereby Resolved That the Municipality of Tweed Council formally requests the Provincial Government to consider redistributing a portion of the Land Transfer Tax collected on property transactions to municipalities; and

Be It Further Resolved That the Municipality of Tweed Council calls on the Federal Government to allocate a percentage of the GST collected on property sales to municipalities; and

Be It Further Resolved That this redistribution of the Land Transfer Tax and GST should be structured to provide predictable and sustainable funding to municipalities, allowing for better long-term planning and investment in infrastructure projects that benefit local communities, thus ensuring that local governments receive a fair share of the revenue to address critical infrastructure needs; and

Be It Further Resolved That copies of this resolution be forwarded to Prime Minister Justin Trudeau,

MP Scott Fraser, Minister of Housing, Infrastructure and Communities, Premier Doug Ford, the Ontario Minister of Finance, the Minister of Municipal Affairs and Housing, local Members of Parliament, Ric Bresee and Members of Provincial Parliament Shelby Kramp-Neuman and Minister of Infrastructure, Kinga Surma; and

Be It Further Resolved That copies of this resolution be forwarded to all 444 Municipalities in Ontario, the Federation of Canadian Municipalities (FCM), and the Association of Municipalities of Ontario (AMO) and Rural Ontario Municipalities Association (ROMA) for their endorsement and advocacy.

**Carried**



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

### **BY- LAW NO. 2024-63**

#### **Being a by-law to authorize the Execution of an Agreement between His Majesty the King in Right of Ontario as represented by the Minister of Infrastructure and the Corporation of the Township of Southwold**

**WHEREAS** Section 5 of the Municipal Act, 2001, S.O. 2001 c.25 as amended, provided that the powers of a municipality shall be exercised by its Council;

**AND WHEREAS** Section 9 of the Municipal Act, S.O. 2001, c. 25 as amended confers broad authority on municipalities to enable them to govern their affairs they consider appropriate and to enhance their ability to respond to municipal issues;

**AND WHEREAS** the Corporation of the Township of Southwold deems it desirable to enter into an agreement with His Majesty the King in Right of Ontario, as represented by the Minister of Infrastructure;

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

- 1. THAT** the Mayor and Director of Corporate Services/Treasurer be authorized to sign and affix the seal of the Corporation of the Township of Southwold to an agreement with His Majesty the King in Right of Ontario, as represented by the Minister of Infrastructure.
- 2. THAT** a copy of the said agreement is attached hereto and forms part of this by-law.
- 3. THAT** this by-law shall come into force and effect upon finally passing thereof.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME, AND FINALLY PASSED THIS 9<sup>th</sup> DAY OF DECEMBER, 2024.**

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Mayor  
Grant Jones

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Deputy Clerk  
June McLarty

**ONTARIO TRANSFER PAYMENT AGREEMENT  
HOUSING-ENABLING WATER SYSTEMS FUND: INTAKE 1**

**THE AGREEMENT** is effective as of the 9th day of December, 2024.

**BETWEEN:**

**His Majesty the King in right of Ontario**  
as represented by the **Minister of Infrastructure**  
  
(the “Province”)

- and -

**CORPORATION OF THE TOWNSHIP OF SOUTHWOLD**  
  
(the “Recipient”)

**BACKGROUND**

The Housing-Enabling Water Systems Fund (HEWSF) is an application-based program designed to help municipalities repair, rehabilitate, and expand core water, wastewater, and stormwater infrastructure.

Projects funded through the program aim to unlock more housing opportunities, support the province’s growing population, protect communities, and enhance economic growth.

**CONSIDERATION**

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

**1.0 ENTIRE AGREEMENT**

**1.1 Schedules to the Agreement.** The following schedules form part of the Agreement:

Schedule “A” - General Terms and Conditions



Schedule "B" -	Project Specific Information and Additional Provisions
Schedule "C" -	Project Description and Financial Information
Schedule "D" -	Eligible and Ineligible Costs
Schedule "E" -	Milestone Payment Plan
Schedule "F" -	Reporting Requirements
Schedule "G" -	Communications Protocol
Schedule "H" -	Indigenous Consultation Protocol

**1.2 Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

## **2.0 CONFLICT OR INCONSISTENCY**

**2.1 Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

## **3.0 COUNTERPARTS AND ELECTRONIC SIGNATURES**

**3.1 One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**3.2 Electronic Signatures.** This Agreement may be executed electronically. The electronic signature of a Party may be evidenced by one of the following means and transmission of this Agreement may be as follows:

- (a) a manual signature of an authorized signing officer placed in the respective signature line of this Agreement and this Agreement scanned as a pdf file and delivered by email to the other Party;

- (b) a digital signature placed in the respective signature line of this Agreement, including:
  - (i) the name of the authorized signing officer typed in the respective signature line of this Agreement,
  - (ii) an image of a manual signature inserted in the respective signature line of this Agreement,
  - (iii) an Adobe signature of an authorized signing officer, or
  - (iv) any other digital signature of an authorized signing officer with the other Party's prior written consent, and this Agreement delivered by email to the other Party; or
- (c) any other means with the other Party's prior written consent.

#### **4.0 AMENDING THE AGREEMENT**

- 4.1 Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

#### **5.0 ACKNOWLEDGEMENT**

- 5.1 Acknowledgement.** The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;

- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
  - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
  - (ii) the payment having been charged to an appropriation for a previous fiscal year.

**SIGNATURE PAGE FOLLOWS**

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF  
ONTARIO**, as represented by the Minister of  
Infrastructure

\_\_\_\_\_  
Date

\_\_\_\_\_  
The Honourable Kinga Surma  
Minister of Infrastructure

**CORPORATION OF THE TOWNSHIP OF  
SOUTHWOLD**

Date: December 9, 2024

\_\_\_\_\_  
Name: Grant Jones

Title: Mayor

I have authority to bind the Recipient.

Date: December 9, 2024

\_\_\_\_\_  
Name: Michele Lant

Title: Director of Corporate Services/Treasurer

I have authority to bind the Recipient.

**SCHEDULE “A”  
GENERAL TERMS AND CONDITIONS**

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**A1.0 INTERPRETATION AND DEFINITIONS**

**A1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

**A1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

**“Additional Provisions”** means the terms and conditions set out in Schedule “B”.

**“Agreement”** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

**“Business Day”** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**“Construction Contract Award Deadline”** means the construction contract award deadline set out in Schedule “E”.

**“Contract”** means an agreement between the Recipient and a third-party whereby the third-party provides a good, service or both for the Project in return for financial consideration that the Recipient wants to pay using the Funds under this Agreement.

**“Effective Date”** means the date set out at the top of the Agreement.

**“Eligible Costs”** means the costs in respect of the Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “D”.

**“Event of Default”** has the meaning ascribed to it in section A13.1.

**“Expiry Date”** means the expiry date set out in Schedule “B”.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

**“Indigenous Community”**, includes First Nation, Métis, and Inuit communities or peoples of Canada.

**“Indigenous Consultation Record”** means a document that summarizes the Recipient’s consultation and engagement activities, including a list of Indigenous Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;

**“Ineligible Costs”** means the costs in respect of the Project that are ineligible for contribution by the Province under the terms and conditions of the Agreement, and that are described in Schedule “D”.

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

**“Maximum Funds”** means the maximum set out in Schedule “B”.

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A13.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

**“Project”** means the undertaking described in section C1.0 of Schedule “C”.

**“Project Start Deadline”** means the project start deadline set out in Schedule “B”.

**“Project Completion Deadline”** means the project completion deadline set out in Schedule “B”.

**“Records Review”** means any assessment the Province conducts pursuant to section A7.4.

**“Reports”** means the reports described in Schedule “F”.

**“Requirements Of Law”** means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true

and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

**A2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

**A2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

**A2.5 Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, the Project.

### **A3.0 TERM OF THE AGREEMENT**

**A3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A12.0 or Article A13.0.



**A3.2 Project Deadlines.** The Recipient will:

- (a) commence the Project by the Project Start Deadline;
- (b) award the Project construction contracts that account for the bulk of the construction work by the Construction Contract Award Deadline; and
- (c) complete the Project by the Project Completion Deadline.

**A4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 Funds Provided.** The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A4.2 Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A11.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient in connection with any Payment Milestone based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

**A4.3 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;

- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Eligible Costs;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

**A4.4 Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

**A4.4.1 Use of Interest.** Unless otherwise directed by the Province by Notice, if the Recipient earns any interest on the Funds, the Recipient must use any interest earned on Eligible Costs.

**A4.5 Interest.** Upon Notice to the Recipient by the Province, if the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount up to the interest earned from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount up to the interest earned.

**A4.6 Recipient's Acknowledgement of Responsibility for Project.** The Recipient will, in respect of the Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Costs, cost escalations and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and
- (d) the engineering work being undertaken in accordance with industry standards.

**A4.7 Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

**A4.8 Increase in Project Costs.** If, at any time during the Term, the Recipient determines that it will not be possible to complete the Project due to cost escalations or cost overruns (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. The Province may exercise one or more of the remedies available to it pursuant to section A13.2.

**A4.9 Retention of Contribution.** The Province will retain 15% of the Maximum Funds in respect of the Project (“Holdback”) up until the following conditions have been met:

- (a) the Recipient has fulfilled all of its obligations under the Agreement for the Project; and
- (b) the Province has carried out the reconciliation, as set out in section A4.10 (Final Reconciliation and Adjustments), and has made any adjustments required in the circumstances.

**A4.10 Final Reconciliation and Adjustments.** Without limiting the rights of the Province under this Agreement or otherwise, following receipt and satisfactory review of the Final Report and supporting material by the Province, the Province will carry out a final reconciliation of payment in respect of the Project and make any adjustments required in the circumstances.

#### **A5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

**A5.1 Acquisition.** If the Recipient acquires goods, services or both with the Funds, it will:

- (a) Do so through a process that is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts or any other discounts available to the Recipient; and
- (b) Comply with any Requirements Of Law that may be applicable to how the Recipient acquires goods, services or both.

**A5.2 Contracts.** The Recipient will ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Require that any parties to those Contracts comply with all Requirements Of Law; and
- (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province sees fit in connection with Article A7.0 of this Schedule "A".

**A5.3 Disposal of Assets.** The Recipient will not, without the Province's prior consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

## **A6.0 CONFLICT OF INTEREST**

**A6.1 Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.2 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
  - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
  - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;

- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, “Province” includes any auditor or representative the Province may identify.

**A7.2 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address set out in Schedule “B”:
  - (i) all Reports in accordance with the timelines and content requirements set out in Schedule “F”;
  - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (ii) signed by an authorized signing officer of the Recipient.

**A7.3 Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles applicable in Canada; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

**A7.4 Records Review.** The Province may, at its own expense, upon twenty-four hours’ Notice to the Recipient and during normal business hours enter upon the Recipient’s premises to conduct an audit or investigation of the Recipient regarding the Recipient’s compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient’s representations and warranties;

- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

**A7.5 Inspection and Removal.** For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

**A7.6 Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

**A7.7 No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

**A7.8 Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

## **A9.0 INDIGENOUS CONSULTATION**

**A9.1 Indigenous Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Indigenous Consultation Protocol provided for in Schedule "H" (Indigenous Consultation Protocol).

**A9.2 Legal Duty to Consult.** In the event that the Province determines that a legal

duty to consult and, where appropriate, accommodate Indigenous Communities (the “Duty to Consult”) arises in respect of the Province’s proposed funding of the Project:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project until the Province provides confirmation in writing to the Recipient otherwise;
- (b) the Province may, in writing, require the Recipient to suspend further site preparation, removal of vegetation or construction pending completion of the required consultation;
- (c) despite section A.4.1, if the Province has not provided confirmation in writing to the Recipient that site preparation, removal of vegetation or construction may begin or resume, the Province has no obligation to pay any Eligible Costs that are capital costs incurred during that period, as determined by the Province; and,
- (d) the Province must be satisfied that:
  - (i) Indigenous Communities have been notified and, if applicable, consulted;
  - (ii) where consultation has occurred, the Recipient has provided an Indigenous Consultation Record;
  - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
  - (iv) any other information has been provided which the Province may deem appropriate.

## **A10.0 INDEMNITY**

**A10.1 Indemnify.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

## **A11.0 INSURANCE**

**A11.1 Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M.

Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule “B” per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient’s obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) at least 30 days’ written notice of cancellation.

**A11.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage required by section A11.1; or
  - (ii) other proof that confirms the insurance coverage required by section A11.1; and
- (b) in the event of a Proceeding, and upon the Province’s request, the Recipient will provide to the Province a copy of any of the Recipient’s insurance policies that relate to the Project or otherwise to the Agreement, or both.

**A12.0 TERMINATION ON NOTICE**

**A12.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days’ Notice to the Recipient.

**A12.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;



- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A12.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

### **A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A13.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

**A13.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

**A13.3 Opportunity to Remedy.** If, pursuant to section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A13.4 Recipient not Remediating.** If the Province provides the Recipient with an

opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,
- (d) the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

**A13.5 When Termination Effective.** Termination under Article A13.0 will take effect as provided for in the Notice.

#### **A14.0 FUNDS UPON EXPIRY**

**A14.1 Funds Upon Expiry.** Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

#### **A15.0 DEBT DUE AND PAYMENT**

**A15.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

**A15.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not

the Province has demanded their payment,

- (c) such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

**A15.3 Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A15.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B”.

**A15.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

## **A16.0 NOTICE**

**A16.1 Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery or courier and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

**A16.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; and
- (b) in the case of email, personal delivery or courier, on the date on which the Notice is delivered.

**A16.3 Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery or courier.

#### **A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A17.1 Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

#### **A18.0 SEVERABILITY OF PROVISIONS**

**A18.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

#### **A19.0 WAIVER**

**A19.1 Condonation not a waiver.** Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

**A19.2 Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

#### **A20.0 INDEPENDENT PARTIES**

**A20.1 Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

## **A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

**A21.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

**A21.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

## **A22.0 GOVERNING LAW**

**A22.1 Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A23.0 FURTHER ASSURANCES**

**A23.1 Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A24.0 JOINT AND SEVERAL LIABILITY**

**A24.1 Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A25.0 RIGHTS AND REMEDIES CUMULATIVE**

**A25.1 Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

### **A26.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of Her agencies (a **“Failure”**);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing, the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A27.0 SURVIVAL**

**A27.1 Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.7, A4.9, A4.10, section A5.3, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A10.0, section A12.2, section A13.1, sections A13.2(d), (e), (f), (g), (h), (i) and (j), Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

**END OF GENERAL TERMS AND CONDITIONS**

**SCHEDULE “B”**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

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<b>Maximum Funds</b>	\$27,895,819.00
<b>Expiry Date</b>	March 31, 2028
<b>Project Start Deadline</b>	September 30, 2024
<b>Project Completion Deadline</b>	March 31, 2027
<b>Amount for the purposes of section A5.3 (Disposal of Assets) of Schedule “A”</b>	\$50,000
<b>Insurance</b>	\$2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	Position: Manager, Housing Enabling Program Delivery Unit Address: Ministry of Infrastructure Infrastructure Program Design Branch 777 Bay St Toronto, Ontario M7A 2J4  Email: <a href="mailto:HEWS@ontario.ca">HEWS@ontario.ca</a>
<b>Contact information for the purposes of Notice to the Recipient</b>	Position: Lisa Higgs, CAO/Clerk  Address: 35663 FINGAL LINE  Email: <a href="mailto:cao@southwold.ca">cao@southwold.ca</a>

**Additional Provisions:**

None



**SCHEDULE “C”**  
**PROJECT DESCRIPTION AND FINANCIAL INFORMATION**

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**C1.0 PROJECT DESCRIPTION**

The Recipient will expand wastewater collection and treatments systems in the Township of Southwold. The work will involve the following:

Construction of a new membrane bio-reactor wastewater treatment facility, lift station, and associated works immediately south of the Village of Shedden on Union Road.

Approximately 600 metres of forcemain, sewers, a pump station, and associated works in Shedden on Union Road, from the north town limits to Talbot Line.

Approximately 600 metres of gravity sewer and associated works, in North Shedden constructed from the sanitary pump station, down Union Road, Courtney Street, John Street and Brook Street to development lands within the Village.

Approximately 1,100 metres of gravity trunk sewer and associated works on Union Road from Talbot Line to the proposed WWTP.

Approximately 2,160 metres of gravity sewers and associated works within the Village of Fingal, on Mill Park Street, Fowler Street. Union Road and Fingal Line.

A pump station and approximately 2,600 metres of sanitary forcemain on Union Road conveying flows from the Village of Fingal to the Shedden WWTP.

The outcomes of this project will enhance the water system, to promote growth, and enable housing.

**C2.0 FINANCIAL INFORMATION**

**C2.1 Total Eligible Costs.** The total Eligible Costs means \$38,213,451.35

**C2.2 Province’s Reimbursement Rate.** Without limiting the generality of the Province’s rights and remedies under this Agreement, the Province will reimburse the Recipient for up to a maximum 73% of Total Eligible Costs, or up to the Maximum Funds.

**C2.3 Combining Funding from Other Government Sources (Stacking).** The Recipient may combine (i.e., stack) federal and municipal funding (including development charges revenue) to fund a minimum of 27% recipient contribution to Total Eligible Costs. The Recipient shall not stack other sources of provincial funding, with the exception of funding received from the Building Faster Fund (BFF) and the Ontario Community Infrastructure Fund (OCIF).

**SCHEDULE “D”  
ELIGIBLE AND INELIGIBLE COSTS**

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**D1.0 ELIGIBLE COSTS**

D1.1 Eligible Costs are those direct costs that are, in the Province’s sole and absolute discretion, properly and reasonably incurred and paid by the Recipient, are necessary for the successful completion of the Project, and are paid to an arm’s length third party, as evidenced by invoices, receipts or other records that are satisfactory to the Province. Eligible Costs do not include Ineligible Costs. Eligible Costs include the following costs incurred and paid after April 1, 2023:

- (a) Costs associated with the planning, environmental assessments, design and engineering, project management, materials and construction of the Project;
- (b) Costs associated with Indigenous consultation related to the Project; and
- (c) Costs associated with any compliance audit undertaken in accordance with Article F3.0.

**D2.0 INELIGIBLE COSTS**

D2.1 Unless a cost is considered an Eligible Cost pursuant to section D1.1, such cost will be an Ineligible Cost. Without limiting the discretion of the Province in section D1.1, the following costs are Ineligible Costs and are therefore ineligible to be paid from the Funds:

- (a) All capital costs, including site preparation, removal of vegetation and construction costs, prior to confirmation in writing from the Province to the Recipient that site preparation, removal of vegetation or construction may begin or resume, as described in section A9.2;
- (b) Financing and financing charges, debt restructuring, loan interest payments bank fees, and legal fees including those related to easements;
- (c) Costs associated with operating expenses for assets and regularly scheduled maintenance work;
- (d) Costs of relocating entire communities;

- (e) Planning costs, if not tied to a capital project (i.e., planning-only project submitted);
- (f) Land acquisition; leasing land, buildings and other facilities; real estate fees and related costs;
- (g) Leasing equipment other than equipment directly related to the construction of the Project;
- (h) Costs related to furnishing and non-fixed assets which are not essential for the operation of the asset/Project;
- (i) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, any direct or indirect operating or administrative costs of the Recipient, and more specifically any costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by the Recipient's staff;
- (j) Any goods and services costs which are received through donations or in kind;
- (k) Provincial sales tax, goods and services tax, or harmonized sales tax; and
- (l) Any costs eligible for rebates.

**SCHEDULE “E”  
MILESTONE PAYMENT PLAN**

**E1.0 MILESTONE PAYMENTS**

E1.1. The table below sets out the milestones and, if the conditions for achieving the milestone are met, the amount that the Recipient is entitled to be paid in connection with the completion of that milestone, subject to the Recipient’s compliance with the terms of the Agreement, calculated as a percentage of the Maximum Funds.

<b>PAYMENT MILESTONE</b>	<b>PAYMENT AMOUNT</b>	<b>REQUIRED REPORTS (see Schedule “F” for more detail)</b>
<b>Milestone 1:</b> Execution of the Agreement.	25% of the Maximum Funds.	<p><i>The following documentation is required prior to execution of the Agreement:</i></p> <ul style="list-style-type: none"> <li>• <i>Municipal by-law as described in section A2.2(b), and</i></li> <li>• <i>Initial Project Report as described in Schedule “F”.</i></li> </ul>
<b>Milestone 2:</b> Subject to the terms and conditions of this Agreement, following the receipt, to the satisfaction of the Province, of the Construction Contract Award Documentation and Spring 2025 or Fall 2025 Project Progress Report.	<p>Up to 60% of the Maximum Funds.</p> <p>The payment amount is subject to the adjustments set out in section A4.2(c).</p>	<ul style="list-style-type: none"> <li>• Construction Contract Award Documentation,</li> <li>• Spring 2025 or Fall 2025 Project Progress Report, including a revised expenditure forecast, and</li> <li>• Any other reporting requested by the Ministry.</li> </ul>
<b>Milestone 3:</b> Subject to the terms and conditions of this Agreement, following the receipt, to the satisfaction of the	Release of Holdback as defined in section A4.9: Up to 15% of the Maximum Funds.	<ul style="list-style-type: none"> <li>• Final Report,</li> <li>• Compliance with the Financial Information Return (FIR);</li> <li>• Compliance audit documentation if</li> </ul>

Province, of the Final Report.	The payment amount is subject to the reconciliation and adjustments set out in sections A4.2(c) and A4.10.	required by the Province, and <ul style="list-style-type: none"><li>• Any other reporting requested by the Ministry.</li></ul>
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**SCHEDULE “F”  
REPORTING REQUIREMENTS**

**F1.0 DOCUMENTATION REQUIRED FOR EXECUTION OF THE AGREEMENT**

<b>Name of Document</b>	<b>Description</b>	<b>Submission Timeframe</b>
<b>Initial Project Report</b>	Recipient’s forecast of timelines and costs (expenditure forecast) to Project completion.	Within two weeks of being sent by the Province and prior to execution of the Agreement.
<b>Council By-Law</b>	Municipal by-law as described in section A2.2(b).	Prior to execution of the Agreement.
<b>Executed Agreement</b>	The executed Agreement between the Province and Recipient.	Required for Milestone 1 payment.

**F2.0 REPORTS**

**F2.1 Reporting Requirements.** The Recipient will submit to the Province the following Reports in a format to be provided by the Province and in accordance with the timelines below.

<b>Required Documentation</b>	<b>Description</b>	<b>Submission Timeframe</b>
<b>Construction Contract Award Documentation</b>	A report from council including a resolution or by-law recognizing the awarding of the Project construction contracts following tender.	This documentation is due within 60 Business Days of awarding the Project construction contracts that account for the bulk of the construction work and must be awarded no later than September 30, 2025.  Required for Milestone 2 payment.
<b>Project Progress Report</b>	A report that includes: <ul style="list-style-type: none"> <li>• an update on the Project’s status and signage status;</li> <li>• Revised expenditure forecast, which must be based on contracts</li> </ul>	Project Progress Reports are required twice per calendar year, in the Spring and Fall, for the duration of the project.  This Report is due within 30 Business Days of a written

	<p>awarded to complete the Project;</p> <ul style="list-style-type: none"> <li>• interest earned on the Funds; and</li> <li>• any other information as requested by the Province.</li> </ul>	<p>notice from the Province unless otherwise indicated by the Province.</p> <p>A Project Progress Report is required for the Milestone 2 payment.</p>
<b>Final Report</b>	<p>A report that summarizes the Project's final timelines, costs, project and signage photos, and outcomes, and includes the information required under the Project Progress Reports.</p>	<p>This Report is due within 60 Business Days of the Project Completion Period.</p> <p>Required for Milestone 3 payment.</p>
<b>Other Reports</b>	<p>Reports with such content as may be requested by the Province, which may include an Indigenous Consultation Record.</p>	<p>Within the timeframe requested in a written notice from the Province.</p>

**F3.0 COMPLIANCE AUDIT**

**F3.1 Financial Information Return.** Without limiting the generality of Article A7.0 (Reports, Accounting, and Review), the Recipient must have submitted Financial Information Returns (FIR) for the preceding two fiscal years.

**F3.2 Financial Information Return Compliance.** If the Recipient does not submit the FIR in accordance with F3.1, without limiting the Province's rights under Article A13.0, the Province will suspend the payment of Funds until the FIR are satisfactorily completed.

**F3.3 Compliance Audit.** Without limiting the generality of Article A7.0 (Reports, Accounting, and Review), the Recipient may be required to engage the services of an external auditor to conduct a final compliance audit upon reaching the project completion date.

Additional compliance audits may be conducted by the Province at its sole discretion, for which the Recipient shall assist and disclose any information requested by any independent auditor.



F3.4 **Requirements of Compliance Audit.** Each compliance audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, each compliance audit will assess the Recipient's compliance with the terms of the Agreement and will prepare a report that addresses, without limitation:

- (a) whether the Funds were spent in accordance with the Agreement;
- (b) the progress or state of completion of the Project;
- (c) whether the financial information the Recipient provided to the Province was complete, accurate, and provided in a timely manner;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to carry out its obligations under the Agreement;
- (e) the Recipient's overall management and administration of the Project;
- (f) recommendations for improvement or redress of non-compliance of the terms of the Agreement by the Recipient; and
- (g) whether the Recipient took timely corrective action on any prior audit findings, if any.

## SCHEDULE “G” COMMUNICATIONS PROTOCOL

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### G1.0 DEFINITIONS

G1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement that are not operational in nature, and that are collaboratively developed and approved by the Province and the Recipient.

“**Contentious Issues**” means matters that are, or may reasonably be expected to be, of concern to the Legislative Assembly or the public, or are likely to result in inquiries being directed to the Minister or the provincial government.

Contentious Issues may be raised by:

- Members of the Legislative Assembly
- The public
- Media
- Stakeholders
- Service delivery partners

### G2.0 PURPOSE

G2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the public.

G2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

### G3.0 GUIDING PRINCIPLES

G3.1 **Information to public.** Communications Activities undertaken through this communications protocol should ensure that the public are informed about the

Project's benefits, including the ways in which the Project helps improve their quality of life.

- G3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.
- G3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province or, as applicable, the Committee.
- G3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties prior to being carried out.
- G3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.9.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule "D" (Eligible and Ineligible Costs).

#### **G4.0 JOINT COMMUNICATIONS**

- G4.1 **Subject Matter.** The Parties may have Joint Communications about the funding and status of the Project, including recognition of key project milestones.
- G4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties.
- G4.3 **Recognition of the Province's Contributions.** All Joint Communications material must be approved by the Province and will recognize the Province's contribution to the Project.
- G4.4 **Notice and Timing.** The Recipient and the Province may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days' notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties.
- G4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party to choose to participate and, if they do so choose, their own designated representative (in the case of an event).

G4.6 **English and French.** The Province has an obligation to communicate in English and French. Communications products related to events must be bilingual in many instances. In such cases, the Province will provide the translation services and final approval on products.

## **G5.0 INDIVIDUAL COMMUNICATIONS**

G5.1 **The Province's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that the Province has the right to communicate information to Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.

G5.2 **Restrictions.** Each Party may include an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it.

G5.3 **Publication.** The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

G5.4 **Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize the Province's respective financial contribution for the Project.

G5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's support for the Project.

## **G6.0 OPERATIONAL COMMUNICATIONS**

G6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices.

## **G7.0 MEDIA RELATIONS**

**G7.1 Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party if significant media inquiries are received or if emerging contentious issues arise in respect of a Project. Significant media inquiries include, but are not limited to, contentious media requests where either or both the province and the recipient are implicated. Note that any media request that impacts or falls under the purview of the province (e.g., program guidelines, funding allocations) must be shared with each partner to determine who is best positioned to respond.

## **G8.0 SIGNAGE**

**G8.1 Recognition of Funding Contribution.** The Parties agree that the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.

**G8.2 Funding Recognition.** Unless otherwise agreed by the Province, the Recipient will produce and install a sign to recognize the funding contributed by the Province at the Project site in accordance with, as applicable, their current respective signage guidelines. Provincial sign design, content, and installation guidelines will be provided by the Province.

**G8.3 Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign once the sign has been installed.

**G8.4 Timing for Erection of Sign.** If erected, signage recognizing the Province's contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

**G8.5 Size of Sign.** If erected, signage recognizing the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

**G8.6 Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

## **G9.0 ADVERTISING CAMPAIGNS**

**G9.1 Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that the Province may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, the Province will inform the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

## **SCHEDULE "H" INDIGENOUS CONSULTATION PROTOCOL**

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### **H1.0 INDIGENOUS CONSULTATION**

- H1.1 Procedural Aspects of Consultation.** If consultation with Indigenous Communities is required, the Recipient agrees that:
- (a) the Province may delegate certain procedural aspects of the consultation to the Recipient; and
  - (b) the Province will provide the Recipient with an initial list of the Indigenous Communities the Recipient will consult.
- H1.2 Development of Indigenous Consultation Plan.** The Province, based on the scope and nature of the Project, may require the Recipient, in consultation with the Province, to develop and comply with an Indigenous consultation plan ("**Indigenous Consultation Plan**").
- H1.3 Provision of Plan to Province.** If, pursuant to section H1.2, the Province provides Notice to the Recipient that an Indigenous Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Indigenous Consultation Plan.
- H1.4 Changes to Plan.** The Recipient agrees that the Province, in its sole discretion and from time to time, may require the Recipient to make changes to the Indigenous Consultation Plan.
- H1.5 Requirement for Indigenous Consultation Record.** If consultation with an Indigenous Community is required, the Recipient will maintain an Indigenous Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section F2.1.

H1.6 **Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

- (a) of contact by Indigenous Communities regarding the Project; or
- (b) of any Indigenous archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province may direct the Recipient to take such actions as the Province may require. The Recipient will comply with the Province's direction.

H1.7 **Direction from the Province and Contracts.** In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province as the Province may provide in accordance with section H1.6.



## THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

### BY- LAW NO. 2024-64

#### **Being ay By-law to appoint a Committee of Adjustment for the Township of Southwold and to repeal By-law No. 2023-69**

**WHEREAS** it is deemed expedient to appoint a Committee of Adjustment, as provided for in Section 44 (1) of the Planning Act, R.S.O. 1990, c. P.13, as amended;

**AND WHEREAS** Section 44 (3) of the Planning Act, R.S.O. 1990, c. P.12, as amended states that the members of the committee who are not members of a municipal council shall hold office for the term of the council that appointed them and the members of the committee who are members of a municipal council shall be appointed annually;

**AND WHEREAS** pursuant to Section 45(1) of the Planning Act, the committee of adjustment, upon the application of the owner of any land, building or structure affected by any by-law that is passed under section 34 or 38, or a predecessor of such sections, or any person authorized in writing by the owner, may, despite any other Act, authorize such minor variance from the provisions of the by-law, in respect of the land, building or structure or the use thereof, as in its opinion is desirable for the appropriate development or use of the land, building or structure, if in the opinion of the committee the general intent and purpose of the by-law and of the official plan, if any, are maintained;

**AND WHEREAS** pursuant to Section 45(3) of the Planning Act the Council may by by-law empower the committee of adjustment to grant minor variances from the provisions of any by-law of the municipality that implements an official plan, or from such by-laws of the municipality as are specified and that implement an official plan, and when a committee of adjustment is so empowered subsection (1) applies with necessary modifications;

**AND WHEREAS** the Council of the Corporation of the Township of Southwold deems it advisable and expedient to establish a Committee of Adjustment;

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

#### 1. Authority



- a) The Committee of Adjustment for the Corporation of the Township of Southwold shall have all statutory duties listed under Sections 44 and 45 of the Planning Act, R.S.O. 1990, Chapter P.13, as amended.

## 2. Composition of the Committee

- a) That the following members of Council shall be appointed to the Township of Southwold Committee of Adjustment for a term to expire December 31, 2025 Grant Jones, Justin Pennings, John Adzija, Sarah Emons, and Scott Fellows.

## 3. Term of Office

- a) The members of the committee shall be appointed annually.
- b) Should a Council member's seat become vacant, his/her seat on the committee shall also become vacant and the individual filling the said Council vacancy shall fill the vacancy on the committee.
- c) The Committee members shall elect one of themselves as Chair, and when the chair is absent, the Committee may appoint another member to act as acting chair.

## 4. Secretary-Treasurer

- a) The Clerk shall be appointed as Secretary-Treasurer.

## 5. Meetings and Minutes

- a) The Committee shall hold meetings as is necessary, according to the submission of applications for minor variances and shall forward to Council all decisions and minutes of their meeting.
- b) A quorum, consisting of three (3) members appointed to this Committee, is required before a meeting of the Committee can begin.
- c) In the conduct of Committee business all members of the Committee shall have equal voting rights, including the Chairperson and abide by the Council Procedural By-law established for the conduct of meetings.

## 6. Tariff of Fees

- a) Minor variance applications made pursuant to the Planning Act, R.S.O. 1990, c. p.13, as amended, shall be subject to the tariff of fees as set out by the tariff of fees by-law adopted by Council.

7. That any by-law inconsistent with this by-law shall be hereby repealed.

8. That this by-law shall come into force and take effect immediately upon the final passing thereof.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME, AND FINALLY PASSED THIS 9<sup>th</sup> DAY OF DECEMBER, 2024.**

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Mayor  
Grant Jones

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Deputy Clerk  
June McLarty

Subject: IO Loans Program 2024 Newsletter: Housing-Enabling Water Infrastructure Loan Stream Details

A background image showing silhouettes of several people in various colors (blue, green, cyan, orange) standing in a cityscape with buildings and a bus. A dark red banner is overlaid on the image.

# CONNECTIONS

Updates from Your Loan Program Team



## In this Issue

THE LOAN PROGRAM  
IS GROWING!

LENDING TOOLS &  
RESOURCES

The Infrastructure Ontario (“IO”) Loan Program is thrilled to announce that as of September 2024, the **IO Loan Program surpassed \$14 billion in loan commitments** since inception. This translates into **supporting more than 3,800 projects representing \$22 billion in project value.**

Since 2003, the IO Loan Program has grown to support a broader range of borrower sectors and to respond to changing client needs and


## LENDING TEAM UPDATES

### Questions?


Contact your Relationship Manager for any questions, or to find out how we can help make your next project happen.

### Customer Relations


#### EASTERN ONTARIO

**Seong Kim**  
Sr. Relationship Manager  
 [Email >>](#)


#### CENTRAL ONTARIO

**Sadaf Khan**  
Sr. Relationship Manager  
 [Email >>](#)

#### SOUTHWESTERN ONTARIO

**Rabi Chowdhury**  
Sr. Relationship Manager  
 [Email >>](#)

#### NORTHERN ONTARIO

**Karen Punn**  
Sr. Relationship Manager  
 [Email >>](#)

### Loan Operations

**Rose Yao**  
Manager, Loan Administration

**Rita Dassa**  
Senior Loan Officer

**Sajid Borhan**  
Senior Loan Officer

priorities by offering additional borrowing products to its municipal clients.

Thank you for partnering with us.

## THE IO LOAN PROGRAM IS GROWING AGAIN!

In partnership with the Ministry of Infrastructure and other government stakeholders, the IO Loans Program is pleased to announce that starting December 2, 2024, municipal clients may apply for funding under the **Housing-Enabling Water Infrastructure (HEWI) lending stream**, a new lending stream to finance the construction, expansion, repair, and rehabilitation of housing-enabling water infrastructure projects.

### What is the Housing-Enabling Water Infrastructure (“HEWI”) loan product?

IO is offering up to \$1.0 billion in loans to municipalities to support water infrastructure projects that are required to develop new housing units.

### What projects qualify for HEWI loans?

The eligible categories of projects that can be financed through a HEWI loan are:

- potable water assets (e.g. treatment plants, reservoirs, local pipes including the distribution system watermain and the municipal portion of service lines, pump stations);
- wastewater assets (e.g. lagoon systems, pump stations, lift stations, linear assets, treatment plants, storage tanks and collection systems); and
- stormwater assets (e.g. management facilities, linear assets including conveyance piping/ditches/culverts);

all of which **must enable the development of housing**.

### What are the key features of HEWI loans?

- **Lower Interest Rates:** HEWI loans will benefit from a lower interest rate during both the construction and debenture phases of the loan;
- **Option to Defer Interest Payments During Construction:** Municipalities may apply to defer interest payments during

**Mohammad Junaid Ahmed** Loan Officer  
(Eastern & Central Ontario)

**Abi Selvarajah** Loan Officer  
(North and Southwest Ontario)

**Vishaka Hewage** Loan Administrator

the construction period. The deferred and accrued interest amount will be added to the principal portion of the debenture loan. Please reach out to your Relationship Manager for more details should you be interested in this option;

- **Longer Amortization Terms for Debentures:** Municipalities may choose up to a 40-year amortization period for their debenture loan, subject to the maximum useful life of the asset;
- **“Split” Terms During Debentures:** Municipalities will issue multiple debentures in sequence over the maximum 40 year amortization period. Debentures may be issued for 10-30 years, with a minimum duration of 10 years each. This facilitates borrower choice of length of debenture and periodic interest rate re-sets;
- **Ability to Pay Down Principal Between Each Sequential Debenture:** Municipalities will be able to pay down all or any portion of the remaining principal amount between each debenture.
  - For example, if the total amortization period is 40 years, the municipality may issue the initial debenture with a fixed interest rate for 10 years. At the end of the initial 10-year period, the interest rate for the remaining principal amount will need to be fixed and a second (10-30 year) debenture will need to be issued. Before the second debenture loan is issued, municipalities can pay down a portion of the remaining principal amount. This allows municipalities more flexibility to reduce financing costs at set intervals.

### **How will the application process for HEWI loans change?**

- In addition to the standard suite of information required to assess the viability of a loan request (e.g., current audited financials, Financial Information Returns (FIRs) submitted to the Ministry of Municipal Affairs and Housing, review of current asset management plans, current operating and capital budgets), municipalities will need to provide information that confirms that the project(s) enable the construction of new housing.
- Municipalities who seek to defer interest payments during the construction phase of HEWI projects will be asked to provide additional information regarding the project and the construction schedule.

Note that requests for HEWI loans must meet all other IO Loan Program requirements and:

- must not have reached substantial completion before the loan application intake start date of December 2, 2024; and
- eligible costs for financing are costs incurred no earlier than 5 years prior to execution of the financing agreement between the borrower and IO.

Water infrastructure projects that are financed with existing IO loans (approved and outstanding) are ineligible for refinancing under the HEWI stream.

Municipalities may apply for a HEWI loan for multiple qualifying projects. However, please note that this new loan stream has a maximum program size of \$1.0 billion in loans and is available on a "first-come-first-serve" basis. Like other municipal loan requests, applications will be accepted through Infrastructure Ontario's Webloans portal.

**Will municipalities be able to use existing templates to pass their temporary by-laws and for their financing agreements?**

There will be a new set of by-laws for use with the HEWI loans. These will be available in the templates section on Webloans.

**When can municipalities start to apply for HEWI loans?**

Municipalities can submit HEWI loan applications beginning on December 2, 2024.

**Are municipalities required to have obtained funding through the Housing Enabling Water Systems Fund from the Ministry of Infrastructure or the Building Faster Fund obtain a HEWI loan?**

No.

**Can municipalities with existing loans with IO for the same type of projects refinance those loans with the HEWI facility?**

No.

**Can municipal service corporations obtain a HEWI loan?**

No. Only municipalities can borrow for this loan.

## Questions?

For programmatic questions regarding the HEWI loan stream, please email: [loans@infrastructureontario.ca](mailto:loans@infrastructureontario.ca)

## LENDING TOOLS & RESOURCES

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- You can access the **daily lending rates** through your **Webloans\*** account.
  - Under the Reports & Tools option at the top right of the Webloans home page, you can access the daily indicative lending rates.
- A **loan calculator** is available on the IO website to help with your financial budgeting needs.

## IO LENDING TEAM UPDATES

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### Customer Relations Team

Please find the names and contact details for members of IO's Customer Relations team. Additionally, please welcome Karen Punn and Rabi Chowdhury to their respective new roles as Client Relationship Managers for the Northern and Southwestern Regions respectively.

### Loan Operations Team

Please welcome Sajid Borhan, who has joined IO as a Senior Loan Officer and Vishaka Hewage, who has joined IO as a Loan Administrator.

We look forward to connecting with you.

Sincerely,

The IO Lending Team

**This email was sent to you by:**

Bernadette Chung, VP, Loan Operations & Customer Relations, Infrastructure Ontario  
1 Dundas Street West, Toronto, ON, M5G 1Z3  
Tel.: 647-264-2000 Email: [Bernadette.chung@infrastructureontario.ca](mailto:Bernadette.chung@infrastructureontario.ca)

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To receive this email in French, please email the relationship manager for your region with your request.





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

### **BY- LAW NO. 2024-65**

**Being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on December 9, 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 December 9, 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 9<sup>th</sup> DAY OF DECEMBER, 2024.**

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Mayor  
Grant Jones

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Deputy Clerk  
June McLarty