



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

- A G E N D A -

Monday January 13, 2025

REGULAR MEETING OF COUNCIL

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

1. CALL TO ORDER

2. ADDENDUM TO AGENDA

3. DISCLOSURE OF PECUNIARY INTEREST

4. ADOPTION AND REVIEW OF MINUTES

- (a) Draft Minutes of the Regular Council Meeting of December 9, 2024

5. DELEGATION

6. DRAINAGE

- (a) IDS 2025-02 Confirmation of 2024 Drainage Reapportionments
(b) IDS 2025-03 Filing of the Report – Ryan Drain 2024

7. PLANNING

- (a) **7:00 p.m. Committee of Adjustment** PLA 2025-01 MV 2025-01, 7283 Mellor Road (**sent under separate agenda package**)
(b) PLA 2025-02 Application for Consent E6-25 D. Faseruk & S. Sem C/O. Bob Pauley and Ed Rickwood, 10420 Talbotville Gore Road

8. REPORTS

- (a) FIR 2025-01 Activity Report – December 2024
(b) IDS 2025-01 Activity Report – December 2024
(c) IDS 2025-04 Southwold Drinking Water System 2024 MECP Inspection Report
(d) FIN 2025-01 Revised 2025 OPP Estimate
(e) FIN 2025-02 Insurance Renewal
(f) CBO 2025-01 Activity Report December 2024 and Year End Report 2024

- (g) CBO 2025-02 Parks Master Plan Award
- (h) CAO 2025-01 Activity Report – December 2024
- (i) CAO 2025-02 Emergency Management By-law and Plan Update
- (j) CAO 2025-03 Strategic Communications Plan Sanitary Services
- (k) County Council Highlights – December 12, 2024

9. CORRESPONDENCE

- (a) Ministry of Municipal Affairs and Housing RE: *Municipal Accountability Act, 2024*
- (b) Thank you, Card, for donation to Fresh Start Support Services
- (c) Fee Waiver Request - VON

10. BY-LAWS

- (a) By-law No. 2025-01, being a by-law authorize borrowing from time to time to meet current expenditures during the fiscal year ending December 31st, 2025.
- (b) By-Law No. 2025-02, being a by-law to provide for an interim tax levy, to provide for the payment of taxes and to provide for penalty and interest of 1.25 percent.
- (c) By-law No. 2025-03, being a by-law to adopt an Emergency Management Program and Emergency Response Plan and to meet other Requirements under the Emergency Management and Civil Protection Act and repeal by-laws 2023-71, 2023-54 and 2022-100.
- (d) By-law No. 2025-04, being a by-law to execute an agreement with the Office of the Fire Marshal – Fire Protection Grant
- (e) By-law No. 2025-05, being a by-law to amend user fees – Consent/Road User Agreements
- (f) By-law No. 2025-06, being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on January 13, 2025

11. OTHER BUSINESS *(For Information Only)*

12. CLOSED SESSION

- (a) Personal Matters about an identifiable individual, including municipal or local board employees (Section 239 (2)(b)) 2 items – CAO Recruitment and Public Works
- (b) A proposed or pending acquisition or disposition of land by the municipality or local board (Section 239 (2)(c)) 2 items – Talbotville WWTP Lands and Shedden Commercial Plaza
- (c) A position, plan procedure, criteria or instructions to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board (Section 239 (2)(k)) Shared Services with West Elgin and Dutton Dunwich

13. ADJOURNMENT:

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

NEXT BUDGET MEETING OF COUNCIL
Thursday January 23, 2025 @ 7:00 P.M.
Council Chambers, Fingal/Via Video Link

NEXT REGULAR MEETING OF COUNCIL
Monday January 27, 2025 @ 7:00 P.M.
Council Chambers, Fingal/Via Video Link



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

MINUTES

Regular Council Meeting
Monday December 9, 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: 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

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

ADDENDUM TO AGENDA:

DISCLOSURES: Mayor Jones declared a conflict on item 4d, recommendation from Southwold Young at Heart Committee.

ADOPTION OF MINUTES:

Council Minutes – Adopt

2024-381 Councillor Fellows – Deputy Mayor Pennings

THAT the Minutes of the Regular Council Meeting of November 25, 2024 are hereby adopted.

CARRIED

Committee Minutes – Review

2024-382 Councillor Emons – Councillor Fellows

THAT Council had reviewed the Draft Minutes of the Family Day/Winterfest Committee Meeting of November 18, 2024, the Draft Minutes of the Southwold History Committee Meeting of November 25, 2024, and the Draft Minutes of the Southwold 175 Committee Meeting of December 2, 2024.

CARRIED

Mayor Jones vacated his seat and Deputy Mayor Pennings assumed the meeting chair.

2024-383 Councillor Emons – Councillor Fellows

THAT Council has reviewed the Draft Minutes of the Young at Heart Committee Meeting of November 28, 2024, and:

THAT Council of the Township of Southwold approves the recommendation that Mary-Lou Jones be appointed a member of the Southwold Young at Heart Committee.

CARRIED

Mayor Jones returned to his seat and assumed the meeting chair position.

PLANNING:

Committee of Adjustment

In attendance:

2024-384 Councillor Fellows – Councillor Adzija

THAT the regular Council meeting adjourn to sit as a Committee of Adjustment at **7:05 p.m.** to hear application MV 2024-07, J. DaSilva, 34 Talbot Grove Lane.

CARRIED

Adjournment of Committee of Adjustment

2024-385 Deputy Mayor Pennings – Councillor Fellows

THAT the meeting of the Committee of Adjustment to hear application MV 2024-07, J. DaSilva, 34 Talbot Grove Lane adjourns and the regular meeting of council reconvenes at **7:14 p.m.**

CARRIED

REPORTS:

FIR 2024-14 Activity Report – November 2024

Director of Emergency Services/Fire Chief presented his report to Council.

ENG 2024-65 Activity Report – November 2024

Director of Infrastructure and Development Services Aaron VanOorspronk presented his report to Council.

ENG 2024- 66 Development Charges Update Award

2024-386 Councillor Fellows – Deputy Mayor Pennings

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 \$38,800.00 plus HST be accepted.

CARRIED

ENG 2024-67 Talbotville Wastewater Facility Project Lead Award

2024-387 Councillor Fellows – Councillor Emons

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 \$176,210.00 plus HST be accepted.

CARRIED

CBO 2024-17 Activity Report – November 2024

This report was presented to Council.

CAO 2024-93 Activity Report – November 2024

This report was presented to Council.

CAO 2024-94 Integrity Commissioner Oversight

2024-388 Councillor Adzija – Councillor Emons

THAT Council receive this report as information.

CARRIED

County Council Highlights – November 26, 2024

Mayor Jones presented this report to Council.

CORRESPONDENCE:

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

Contribution to the Elgin OPP Detachment Board During Inaugural Phase

2024-389 Councillor Emons – Councillor Adzija

THAT Council of the Township of Southwold supports the request in the for a temporary loan amount of \$5000.00 to the Elgin OPP Detachment Board to cover essential operational costs, including insurance, legal fees and other professional services required to support the Board’s activities, and;

THAT the Mayor and CAO/Clerk send a letter to the Elgin OPP Detachment Board asking for clarification on other options to appoint a public member or Council member from Southwold, West Elgin and Dutton Dunwich to the board, and;

THAT the member representing Southwold, West Elgin and Dutton Dunwich attend a future meeting to present a report on the Elgin OPP Detachment Board to Council.

CARRIED

Council reviewed the other items under Correspondence.

BY-LAWS:

2024-390 Councillor Emons – Councillor Fellow

THAT By-law No. 2024-63, being a by-law to execute an agreement with the Minister of Infrastructure – HEWSF Fund be read a first and second time, considered read a third time and finally passed this 9th day of December, 2024.

CARRIED

2024-391 Deputy Mayor Pennings – Councillor Adzija

THAT By-law No. 2024-64, being a by-law to appoint a Committee of Adjustment and repeal By-law No. 2023-69, be read a first and second times, considered read a third time and finally passed this 9th day of December, 2024.

CARRIED

2024-392 Councillor Fellows – Councillor Emons

THAT 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, be read first and second time, considered read a third time and finally passed this 9th day of December, 2024.

CARRIED

OTHER BUSINESS

- Housing-Enabling Water Infrastructure Loan Stream Details

The council reviewed the item under Other Business.

ADJOURNMENT:

2024-393 Councillor Fellows – Deputy Mayor Pennings

THAT Council for the Township of Southwold adjourns this Regular meeting of Council at **7:52 p.m.**

CARRIED

Mayor
Grant Jones

Deputy Clerk
June McLarty



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: January 13, 2025

PREPARED BY: Brent Clutterbuck, Drainage Superintendent

REPORT NO: IDS 2025-02

**SUBJECT MATTER: Drainage Reapportionment confirmation of 2024
apportionments**

Recommendation(s):

THAT Council for the Township of Southwold hereby accepts the drainage reapportionment undertaken for the Consent Applications E23/24, E60/24, E82-85/23, and E67/23

FURTHER THAT these reapportionments will become effective upon stamping of the applicable deed; and,

FURTHER THAT a copy of this resolution and drainage reapportionment be filed in each applicable drain file.

Purpose:

To affix the Drainage reapportionments under section 65(2) of the Drainage Act, R.S.O, c. D.17 that were completed in 2024 as a condition of consent applications.

Background:

Reapportionments undertaken in 2024 are attached.

Strategic Plan Goals:

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

Fiscal Responsibility and Accountability.

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

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

October 31, 2024

Dan and Christina Kikkert
8169 Union Road
Fingal ON
N0L 1K0

Re: Drainage Reapportionment Request

The reapportionment of the assessment for municipal drains is a condition of approval for Consent application number **E23/24, Part Lot 98 Registered Plan No. 31, in the Township of Southwold**. Roll number **34-24-000-001-17902** known locally as **8169 Union Road**. The applicants propose to sever a parcel with a frontage of 61.24 metres (200 feet) and a depth of 69.08 metres (226 feet) an area of 0.44 hectares (1.08 acres) to create a new residential lot. The applicants are retaining a lot with an area of 0.81 hectares (2 acres) proposed to be used for future residential development.

Section 65(2) of the Drainage Act, R.S.O. 1990, Chapter D.17 allows the owners of land to mutually agree on how to share assessments on the subdivision of land.

Agreement on share of assessment

65 (2) *If the owners of the subdivided land mutually agree on the share of the drainage assessment that each should pay, they may enter into a written agreement and file it with the clerk of the local municipality and, if the agreement is approved by the council by resolution, no engineer need be instructed under subsection (1). 2010, c. 16, Sched. 1, s. 2 (26).*

I have reviewed the supplied Plan and the Drainage reports for the affected areas, and I am making **recommendations** to re-apportion the following drains:

- 1) **Fowler Drain**, February 28, 2000, By Spriet & Associates Ltd, By-Law 2000-10
- 2) **Fowler Drain 1959 & 1970**– assessment schedules were identified as being out of date and unfair in the 2000 Fowler Drain report on page 4
- 3) **W. Burgess Drain 1992**, Nov 19, 1991, By Spriet & Associates Ltd, By-Law 92-17

The methodology used for these recommendations is to re-apportion the Outlet and Benefit assessments to be consistent as much as possible with the existing assessment schedule contained in the current report for each Municipal Drain. Outlet is generally adjusted



proportionally by watershed land area contained in the new parcels of land. The Benefit recommendations reflect the estimated length of Municipal Drainage tile or ditch that is physically or immediately adjacent on the retained and severed lands as compared to what was on the original parcel of land. All values are then rounded with the residential property being the property that is rounded up taking into consideration that the residential property has a higher relative run off rate because of hard surfaces like laneways and roof areas.

You are under no obligation to agree to the recommendations above, but if you do not agree to a form of sharing approved by the Drainage Superintendent, Subsection 1 of Section 65 of the Drainage Act allows the Clerk to instruct an Engineer to apportion the assessment. Subsection 4 of Section 65 states that the costs incurred, including the fees of the Engineer, shall be paid by the landowners involved.

If you agree with the recommendations, please have all landowners sign and date the form and return it to my attention at the Township of Southwold. Once Council sets the apportionments by resolution, you will be sent a copy of this agreement.

Feel free to call me if you have any questions concerning this issue.

Brent Clutterbuck



Recommendations:

That the recommended apportionments for the following drains:

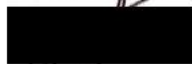

Fowler Drain 2000					28-Feb-00	Spriet Associates		
Schedule "C" Assessment For Construction						By-Law 2000-10		
Main Drain - Open Portion								
Which Currently reads								
Roll #	Con	Lot	Ha	Name	Benefit	Outlet	Total	
1-17902	NTRE	Pt 18	1.27	J & B Campbell	630.00	11.00	641.00	
Is recommended to now read								
Severed E23/24	NTRE	Pt 18	0.44	D. & E. Kikkert	220.00	4.00	224.00	
Retained E13/24	NTRE	Pt 18	0.81	D. & E. Kikkert	410.00	7.00	417.00	

W. Burgess Drain 1992					Nov. 19. 1992	Spriet Associates		
Schedule "C" Assessment For Construction						By-Law 92-17		
Main Drain - Open Portion								
Which Currently reads								
Roll #	Con	Lot	Ha	Name	Benefit	Outlet	Total	
1-17902	NTRE	Pt 18	0.4	F & C Woodhouse	7.00	1.50	8.50	
Is recommended to now read								
Severed E23/24	NTRE	Pt 18	0.34	D. & E. Kikkert	5.80	1.25	7.05	
Retained E13/24	NTRE	Pt 18	0.06	D. & E. Kikkert	1.20	0.25	1.45	



And that the Fowler Drain reports from 1959 & 1970 were found to be out of date in the 2000 drainage report. These drains assessment schedules were noted to be unfair due to property splits, changes in land use, the watershed and drainage conditions. If maintenance or improvement is required on either of these drains a new engineers report will be required under either Section 76 or 78 of the Drainage Act as the case may be. Therefore, at this time, there is no need to reapportion these drains for this consent application.

We, Daniel Edward Kikkert and Christina Lynn Kikkert being the owners of **Part Lot 98 Registered Plan No. 31, in the Township of Southwold.** Roll number **34-24-000-001-17902** known locally as **8169 Union Road**, hereby agree to the above recommendations for the re-apportionment of Drainage Assessments to this property and we ask the Council of the Township of Southwold, by resolution affix the above apportionments the respective Drainage By-Laws for the retained and severed parcels, until such time as the assessment is changed under the Drainage Act

Daniel Edward Kikkert	 _____ Signature	Nov 5 2024 _____ Date
Christina Lynn Kikkert	 _____ Signature	Nov 5 2024 _____ Date



December 9, 2024

Re: Drainage Re-apportionment Request

Reapportionment of the assessment for municipal drains is a condition of approval for application for Consent number **E60/24**. The property that is being severed is **roll# 34-24-000-009-04804** in the Township of Southwold known locally as 10286 Ford Road. You are severing a parcel with a frontage of 2.28M(7.48 feet) by a depth of 66.14m(217 feet) and an area of 150m²(1,614 Sq. Ft.) to be conveyed as a lot addition to the adjacent lot known as **roll# 34-24-000-009-04805** known locally as 10272 Ford Road

The owners are retaining a lot with an area of 2,1667.75m² (0.53 acres) proposed to remain in residential use. Section 65(2) of the Drainage Act, R.S.O. 1990, Chapter D.17 allows the owners of land to mutually agree on how to share assessments on the subdivision of land.

Agreement on share of assessment

65 (2) If the owners of the subdivided land mutually agree on the share of the drainage assessment that each should pay, they may enter into a written agreement and file it with the clerk of the local municipality and, if the agreement is approved by the council by resolution, no engineer need be instructed under subsection (1). 2010, c. 16, Sched. 1, s. 2 (26).

I have reviewed the supplied Plan and the Drainage reports for the affected areas and I am making the following **recommendation** to re-apportion the following drains:

- 1) James McBain Drain 2004, April 4 2005, By Spriet & Associates Ltd, By-Law 2005-16**
- 2) Underhill Drain 2004, July 15, 2005, By Spriet & Associates Ltd, By-Law 2005-55**

The methodology used for these recommendations was to re-apportion the Outlet charges by the land area in the original report for each Municipal Drain to the estimated land area that is in each new parcel that would be assessed to that drain. The Benefit recommendations reflect the estimated length of Municipal Drainage tile or ditch that is physically on the retained and severed lands as compared to what was on the original parcel of land. All values are then rounded with the residential property being the property that is rounded up taking into consideration that the residential property has a higher relative run off rate because of hard surfaces like laneways and roof areas.

You are under no obligation to agree to the recommendations above, but if you do not agree to a form of sharing approved by the Drainage Superintendent, Subsection 1 of Section 65 of the Drainage Act allows the Clerk to instruct an Engineer to apportion the assessment. Subsection 4 of Section 65 states that the costs incurred, including the fees of the Engineer, shall be paid by the land owners involved.

If you agree with the recommendations, please have all landowners sign and date the forms, have your signatures witnessed, and return them to my attention at the Township of Southwold. Once Council sets the apportionments by resolution, you will be sent a copy of this agreement.

Feel free to call me if you have any questions concerning this issue.

Brent Clutterbuck

Recommendations:

The lines in the Assessment Schedule of the James McBain Drain 2004					04-Apr-05
					Spriet & Associates Ltd
Main Drain					By-Law 2005-16
Which Currently reads					
Roll #	Con	Lot	Ha	Name	% Maintenance cost
009-04804	D	Pt S1/2 2	0.2016	N Novacich	0.50
009-04805	D	Pt S1/2 2	0.20168	N Novacich	0.60
Is recommended to now read					
009-04804	D	Pt S1/2 2	0.1866	N Novacich	0.46
009-04805	D	Pt S1/2 2	0.21668	N Novacich	0.64

The lines in the Assessment Schedule of the Underhill Drain					15-Jul-05
					Spriet & Associates Ltd
Main Drain					By-Law 2005-55
Which Currently reads					
Roll #	Con	Lot	Ha	Name	% Maintenance cost
009-04804	D	Pt S1/2 2	0.2016	N Novacich	0.015
009-04805	D	Pt S1/2 2	0.2016	N Novacich,	0.015
Is recommended to now read					
009-04804	D	Pt S1/2 2	0.1866	N Novacich	0.014
009-04805	D	Pt S1/2 2	0.21668	N Novacich, S Morris	0.016

We the owners of Roll Number **34-24-000-009-04804** known locally as 10286 Ford Road and Roll# **34-24-000-009-04805** known locally as 10272 hereby agree to the above recommendations for the re-apportionment of Drainage Assessments to this property and I hereby petition the Council of the Township of Southwold to by resolution affix the above apportionments the respective Drainage By-Laws for the retained and severed parcels, until such time as the assessment is changed under the Drainage Act

Nicholas Novacich _____
 Name (please print) Signature Date 12/10/2024

Sandie Morris _____
 Name (please print) Signature Date 12/10/2024



June 4, 2024

Deren & Heather Lyle
39564 Fingal Line
St. Thomas ON
N5P 3S5

Re: Drainage Reapportionment Request

The reapportionment of the assessment for municipal drains is a condition of approval for Consent application number **E67/23, Part Lots 41&42 Concession North Talbot Road East, Township of Southwold**. Roll number **34-24-000-007-08700** known locally as **39654 Fingal Line**. The applicants propose to sever a parcel with a frontage of 81.6 metres (268 feet) and a depth of 106 & 119.4 Metres (347 & 392 feet) an area of 0.89 hectares (2.2 acres) to sever a dwelling that is surplus to a farming operation. The applicants are retaining a lot with an area of 16.69 hectares (41.24 acres) of land, proposed to remain in residential use.

Section 65(2) of the Drainage Act, R.S.O. 1990, Chapter D.17 allows the owners of land to mutually agree on how to share assessments on the subdivision of land.

Agreement on share of assessment

65 (2) If the owners of the subdivided land mutually agree on the share of the drainage assessment that each should pay, they may enter into a written agreement and file it with the clerk of the local municipality and, if the agreement is approved by the council by resolution, no engineer need be instructed under subsection (1). 2010, c. 16, Sched. 1, s. 2 (26).

I have reviewed the supplied Plan and the Drainage reports for the affected areas, and I am making **recommendations** to re-apportion the following drains:

- 1) Luton Drain 2022, May 31, 2022, By Spriet Associates By-Law 2022-51**
- 2) Treadwell Drain, June 12, 1970, By AM Spriet Associates By-Law 1791**

The methodology used for these recommendations is to re-apportion the Outlet and Benefit assessments to be consistent as much as possible with the existing assessment schedule contained in the current report for each Municipal Drain. Outlet is generally adjusted proportionally by watershed land area contained in the new parcels of land. The Benefit



recommendations reflect the estimated length of Municipal Drainage tile or ditch that is physically or immediately adjacent on the retained and severed lands as compared to what was on the original parcel of land. All values are then rounded with the residential property being the property that is rounded up taking into consideration that the residential property has a higher relative run off rate because of hard surfaces like laneways and roof areas.

You are under no obligation to agree to the recommendations above, but if you do not agree to a form of sharing approved by the Drainage Superintendent, Subsection 1 of Section 65 of the Drainage Act allows the Clerk to instruct an Engineer to apportion the assessment. Subsection 4 of Section 65 states that the costs incurred, including the fees of the Engineer, shall be paid by the landowners involved.

If you agree with the recommendations, please have all landowners sign and date the form and return it to my attention at the Township of Southwold. Once Council sets the apportionments by resolution, you will be sent a copy of this agreement.

Feel free to call me if you have any questions concerning this issue.

Brent Clutterbuck

Recommendations:

That all assessment for the:

- 1) Luton Drain 2022, May 31, 2022, By Spriet Associates By-Law 2022-51
- 2) Treadwell Drain, June 12, 1970, By AM Spriet Associates By-Law 1791

Will remain with the retained farm lands

HEATHERKRISTINE LYLE *HL*

We, Deren James Lyle and ~~Heather Kristen Heard~~ being the owners of **Part Lots 41&42 Concession North Talbot Road East, Township of Southwold.** Roll number **34-24-000-007-08700** known locally as **39654 Fingal Line.** hereby agree to the above recommendations for the re-apportionment of Drainage Assessments to this property and we ask the Council of the Township of Southwold, by resolution affix the above apportionments the respective Drainage By-Laws for the retained and severed parcels, until such time as the assessment is changed under the Drainage Act

<u>DEREN LYLE</u> Name (please print)	 Signature	<u>15 SEPT</u> 2024 Date
<u>Heather Lyle</u> Name (please print)	 Signature	<u>Sept. 15</u> 2024 Date

March 20, 2024

New Wave Home Designs Inc
c/o Conner Wilks
130 Dufferin Av. Suite 1400
London ON, N6A 5R2

Re: Drainage Re-apportionment Request

The reapportionment of the assessment for municipal drains is a condition of approval for Consent application number **E82/23, E83/23, E84/23 and E85/23, Lot 19 Concession NTR, Part of Lots 61 and 62 Plan 14 Township of Southwold**. Roll number **34-24-000-001-177** known locally as **8068 Union Road**. The applicants propose to sever four parcels parcel to create new residential lots. The applicant is retaining a lot with an area of 15,400m² (3.8 acres) for future residential development to be know locally as 8062 Union Road.

The 4 residential lots are as described below

- 1) E82-23 with a frontage of 14.35m(47 feet) and a depth of 42.76m(140 feet and an area of 600.7m² (0.15 acres) known locally as 8088 Union Road
- 2) E83-23 with a frontage of 14.35m(47 feet) and a depth of 42.76m(140 feet and an area of 600.7m² (0.15 acres) known locally as 8080 Union Road
- 3) E84-23 with a frontage of 14.35m(47 feet) and a depth of 42.76m(140 feet and an area of 600.6m² (0.15 acres) known locally as 8074 Union Road
- 4) E85-23 with a frontage of 14.35m(47 feet) and a depth of 42.76m(140 feet and an area of 600.5m² (0.12 acres) known locally as 8068 Union Road
- 5) Part 6 of 11R11188 being 729.4 m² being acquired by the Township of Southwold
- 6) Part 1 of 11R11188 being 402.2 m² being acquired by the County of Elgin

Section 65(2) of the Drainage Act, R.S.O. 1990, Chapter D.17 allows the owners of land to mutually agree on how to share assessments on the subdivision of land.

Agreement on share of assessment

65 (2) *If the owners of the subdivided land mutually agree on the share of the drainage assessment that each should pay, they may enter into a written agreement and file it with the clerk of the local municipality and, if the agreement*



is approved by the council by resolution, no engineer need be instructed under subsection (1). 2010, c. 16, Sched. 1, s. 2 (26).

I have reviewed the supplied Plan and the Drainage reports for the affected areas, and I am making **recommendation** to re-apportion the following drain:

1) Fowler Drain 2000, Feb. 28, 2000, By Spriet Associates, By-Law 2000-10

The methodology used for these recommendations is to re-apportion the Outlet and Benefit assessments to be consistent as much as possible with the existing assessment schedule contained in the current report for each Municipal Drain. Outlet is generally adjusted proportionally by watershed land area contained in the new parcels of land. The Benefit recommendations reflect the estimated length of Municipal Drainage tile or ditch that is physically or immediately adjacent on the retained and severed lands as compared to what was on the original parcel of land. All values are then rounded with the residential property being the property that is rounded up taking into consideration that the residential property has a higher relative run off rate because of hard surfaces like laneways and roof areas.

You are under no obligation to agree to the recommendations above, but if you do not agree to a form of sharing approved by the Drainage Superintendent, Subsection 1 of Section 65 of the Drainage Act allows the Clerk to instruct an Engineer to apportion the assessment. Subsection 4 of Section 65 states that the costs incurred, including the fees of the Engineer, shall be paid by the landowners involved.

If you agree with the recommendations, please have all landowners sign and date the form and return it to my attention at the Township of Southwold. Once Council sets the apportionments by resolution, you will be sent a copy of this agreement.

Feel free to call me if you have any questions concerning this issue.

Brent Clutterbuck

Recommendations:

The lines in the Assessment Schedule of the Fowler Drain 2000							
				28-Feb-00	Spriet & Associates		
					By-Law 2000-10		
Which Currently reads							
Roll #	Con	Lot	Ha	Name	Benefit	Outlet	Total
001-177	NTRE	Pt 19	1.91	W&A Spain	820	26.00	846.00
Is recommended to now read							
001-177	NTRE	Pt 19	1.56	New Wave Homes Inc.	820	21.18	841.18
	NTRE	Pt.1 11R11188	0.0402	County of Elgin		0.55	0.55
E82/23	NTRE	Pt. 2 11R11188	0.0601	New Wave Homes Inc.		0.82	0.82
E83/23	NTRE	Pt. 3 11R11188	0.0601	New Wave Homes Inc.		0.82	0.82
E84/23	NTRE	Pt. 4 11R11188	0.0601	New Wave Homes Inc.		0.82	0.82
E85/26	NTRE	Pt. 5 11R11188	0.0601	New Wave Homes Inc.		0.82	0.82
	NTRE	Pt.6 11R11188	0.0729	Twp of Southwold		0.99	0.99

I/We, Shaun Laing being the owner(s) of New Wave Home Design Inc and being able to bind the corporation which is described as part of **Lot 19 Concession NTR, Part of Lots 61 and 62 Plan 14 Township of Southwold**. Roll number **34-24-000-001-177** known locally as **8068 Union Road**, hereby agree to the above recommendations for the re-apportionment of Drainage Assessments to this property and we ask the Council of the Township of Southwold, by resolution affix the above apportionments the respective Drainage By-Laws for the retained and severed parcels, until such time as the assessment is changed under the Drainage Act

Shaun Laing  5/15/2024 2024
 Name (please print) Signature Date

 Position

 Name (please print) Signature _____ 2024
 Date

 position



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: January 13, 2025

PREPARED BY: Brent Clutterbuck, Drainage Superintendent

REPORT NO: IDS 2025-03

SUBJECT MATTER: Filing of the Engineer's Report for the Ryan Drain 2024

Recommendation(s):

THAT Council proceeds with the Ryan Drain 2024 and it instructs the Clerk to send notice as required under Section 41(1) of the Drainage Act of its intention to proceed. The meeting to Consider the Report of Ryan Drain 2024 will be held at the Council meeting being held at the Southwold Keystone Complex January 27, 2025 at 7:00 pm.

Purpose:

The purpose of this report is to seek Council authorization to proceed with the Consideration meeting for the Ryan Drain 2024.

Background/Comment:

On December 12, 2024, the Engineer, Mike DeVos of Spriet Associates filed his report for the Ryan Drain 2024 dated October 16, 2024 with the Clerk of the Township of Southwold.

The Ryan Drain 2024 is a drainage report initiated under Section 4 of the Drainage Act. The petition was initiated as a requirement of the development agreement endorsed under By-Law 2017-70. The developer was required to acquire a legal outlet for a storm water management facility that was required for the development of the five residential lots on the west side of Thomas Road.

The total watershed contains approximately 1.7ha. The work incorporated the existing infrastructure designed by the developing engineer including a swale downstream to the existing Ryan Drain to allow for future maintenance including cost sharing.

The Drainage Report has been circulated to Council with the agenda package for review prior to this Council meeting.

If Council wishes to proceed with this report, it could be considered at the regular meeting of Southwold Council January 27, 2025 at 7:00 pm.

Financial Implication:

This is a development driven project and the developer of the five lots is responsible for the entire cost of the engineer's report and the construction of the storm water management facilities.

The report did provide assessment schedules for the future maintenance of the swale as well as the storm water management facility and the outlet pipe. If future maintenance is required on the swale along Thomas Road in the watershed, the share of the assessment to the Township of Southwold will be 40.5% of the costs with the rest being apportioned to the affected landowners. If maintenance is required to the pipe and/or stormwater management facility, those costs are apportioned to the affected residential properties

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:
Brent Clutterbuck,
Drainage Superintendent
"Submitted electronically"

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

RYAN DRAIN 2024
Township of Southwold



**SPRIET
ASSOCIATES**
ENGINEERS & ARCHITECTS

155 York Street
London, Ontario N6A 1A8
Tel. (519) 672-4100
Fax (519) 433-9351
E-mail MAL@SPRIET.ON.CA

London, Ontario
October 16, 2024

RYAN DRAIN 2024

Township of Southwold

To the Mayor and Council of
The Township of Southwold

Mayor and Council:

We are pleased to present our report on the construction of an extension of the Ryan Municipal Drain serving parts of Lot 14, Concessions 2 S.W.R. in the Township of Southwold.

AUTHORIZATION

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

DRAINAGE AREA

The total watershed area as described above contains approximately 1.7 hectares. The area requiring drainage is described as the south east part of Lot 14, Concession 2 S.W.R.

HISTORY

The Ryan Drain was originally constructed pursuant to a report submitted by M. P. DeVos, P. Eng. dated September 22, 1999 and consisted of approximately 66 meters of 450mm pipe, catchbasin, and outlet structure. The existing Ryan Drain extends from an outlet in a natural watercourse northerly up to and across Thomas Road to its head in the north road ditch.

EXISTING DRAINAGE CONDITIONS

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

- that new residential development upstream of the existing drain is required by the Township to acquire a legal outlet for their storm water infrastructure
- that this report incorporated the existing infrastructure that was designed by the developing engineer including a swale downstream to the existing drain to allow for maintenance including cost sharing



EXISTING DRAINAGE CONDITIONS (cont'd)

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

- that a lot grading and Storm Water Management (SWM) drawing along with a design brief were prepared by the developers engineer which was reviewed with respect to approach and concept but not technical calculations
- that after construction, some external flows were entering the SWM facility which requires further grading around its perimeter to ensure separation
- that the swale downstream of pipe outlet of the SWMF has positive fall but the profile established for future maintenance to provide a small amount of additional depth

DESIGN CRITERIA AND CONSIDERATIONS

We would like to point out that the design brief provided by developing engineers indicates the SWMF was to accommodate up to the 100-year rain event with small storms being close to predevelopment levels and larger storms being over controlled.

RECOMMENDATIONS

We are therefore recommending the following:

- that the existing SWMF restricted inlet, outlet pipe, and downstream swale be incorporated as part of the Ryan Drain for future maintenance purposes
- that a schedule of assessment for future maintenance is provided

SUMMARY OF PROPOSED WORK

The proposed Municipal Drain consist of the incorporation of approximately 50 lineal meters of swale 24 meters of 100mm outlet pipe, 150mm diameter hickenbottom bottom inlet and SWMF as shown on the above noted AGM drawings.

SCHEDULES

Two schedules are attached hereto and form part of this report, being Schedule 'A' - Cost Estimate and Schedule 'B' - Assessment for Future Maintenance.

Schedule 'A' - Cost Estimate. This schedule provides for a detailed cost estimate of the proposed work which is in the amount of \$ 7,650. This estimate includes engineering and administrative costs associated with this project.



SCHEDULES (cont'd)

Schedule 'B' - Assessment for Future Maintenance. In accordance with Section 38 of the Drainage Act, this schedule outlines the distribution of future repair and/or maintenance costs for portions of, or the entire drainage works.

Drawing No. 1, Job No. 217219 and the AGM drawing No. 1 – Project 1000-81 Thomas Road dated and sealed September 17, 2017 form part of this report.

ASSESSMENT DEFINITIONS

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

SECTION 23

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

MAINTENANCE

The Ryan Drain 2024 shall be maintained by the Township of Southwold at the expense of all upstream lands and roads assessed in Schedule 'B' - Assessment for Future Maintenance and in the same relative proportions until such time as the assessment is changed under the Drainage Act.

Respectfully submitted,

SPRIET ASSOCIATES LONDON LIMITED

M.P. DeVos, P. Eng.



MPD:ms



SCHEDULE 'A' - COST ESTIMATE

RYAN DRAIN 2024

Township of Southwold

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

ADMINISTRATION

Interest and Net Harmonized Sales Tax	\$	200.00
Review of servicing drawings and SWM report	\$	867.00
Survey, Plan and Final Report	\$	5,759.00
Expenses	\$	<u>824.00</u>
TOTAL ESTIMATED COST	\$	<u>7,650.00</u>

SCHEDULE ' B ' - ASSESSMENT FOR FUTURE MAINTENANCE

RYAN DRAIN 2024

Township of Southwold

Job No. 217219

October 16, 2024

* = Non-agricultural

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	OUTLET
SWALE				
2 SUR	Pt.14	0.13	008-165 (P. & D. North)	5.80 %
2 SUR	Pt.14	0.04	008-165-03 (M. Goodwin & K. Bartolacci)	1.80
2 SUR	Pt.14	0.16	008-165-04 (F. Maguire & K. Hickey)	7.20
2 SUR	Pt.14	0.17	008-165-05 (D. & H. Connolly)	7.60
2 SUR	Pt.14	0.17	008-165-07 (D. & B. Bruce)	7.60
2 SUR	Pt.14	0.17	008-165-08 (K. & M. O'Neil)	7.60
2 SUR	Pt.14	0.17	008-165-09 (H. & P. Kerr)	7.60
2 SUR	Pt.14	0.17	008-165-10 (P. & J. Kivell)	7.60
2 SUR	Pt.14	0.15	008-165-11 (K. & E. Moss)	6.70
TOTAL ASSESSMENT ON LANDS				59.50 %
Thomas Road		0.36	Township of Southwold	40.50 %
TOTAL ASSESSMENT ON ROADS				40.50 %
TOTAL ASSESSMENT ON THE SWALE				<u>100.00</u> %
SWMF & PIPE				
2 SUR	Pt.14	0.08	008-165 (P. & D. North)	8.70 %
2 SUR	Pt.14	0.17	008-165-07 (D. & B. Bruce)	18.70
2 SUR	Pt.14	0.17	008-165-08 (K. & M. O'Neil)	18.70
2 SUR	Pt.14	0.17	008-165-09 (H. & P. Kerr)	18.70
2 SUR	Pt.14	0.17	008-165-10 (P. & J. Kivell)	18.70
2 SUR	Pt.14	0.15	008-165-11 (K. & E. Moss)	16.50
TOTAL ASSESSMENT ON LANDS				100.00 %
TOTAL ASSESSMENT ON THE SWMF & PIPE				<u>100.00</u> %

SCHEDULE OF NET ASSESSMENT

RYAN DRAIN 2024







Township of Southwold

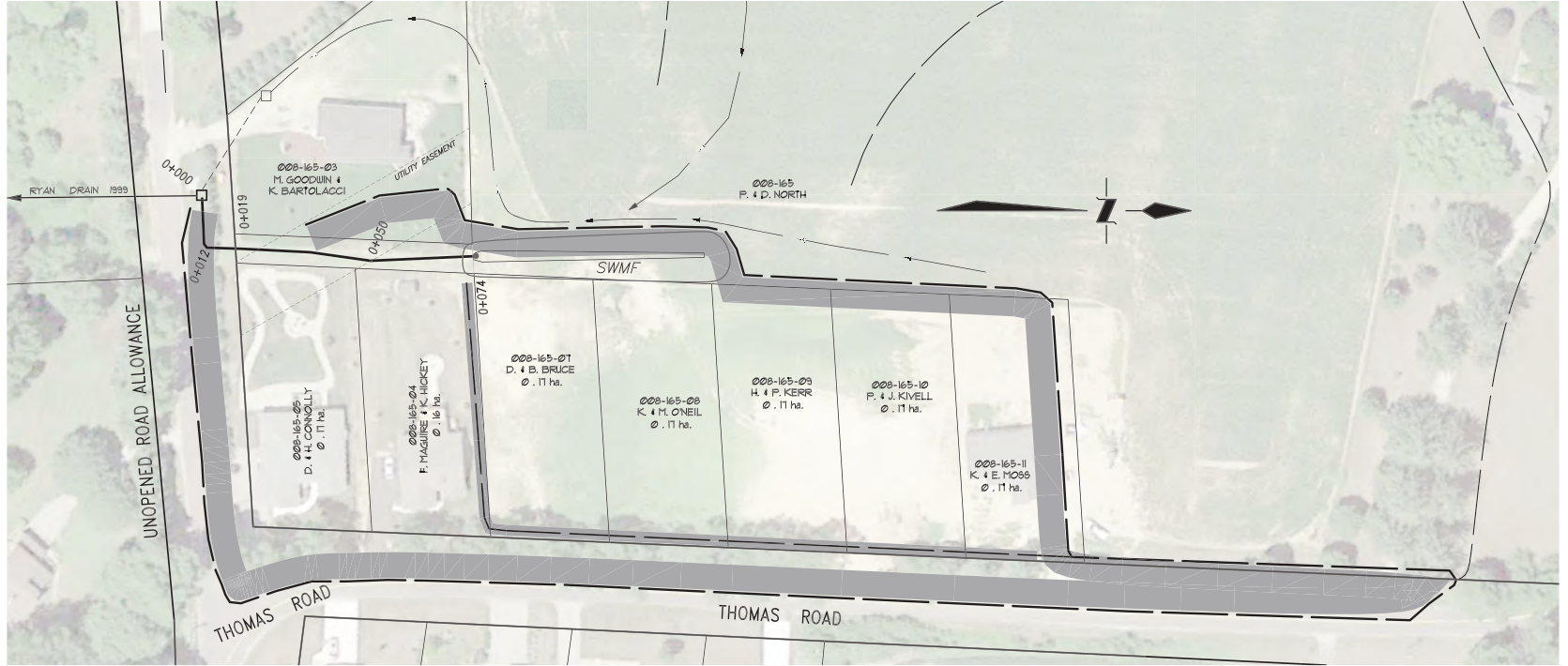
Job No. 217219

* = *Non-agricultural*

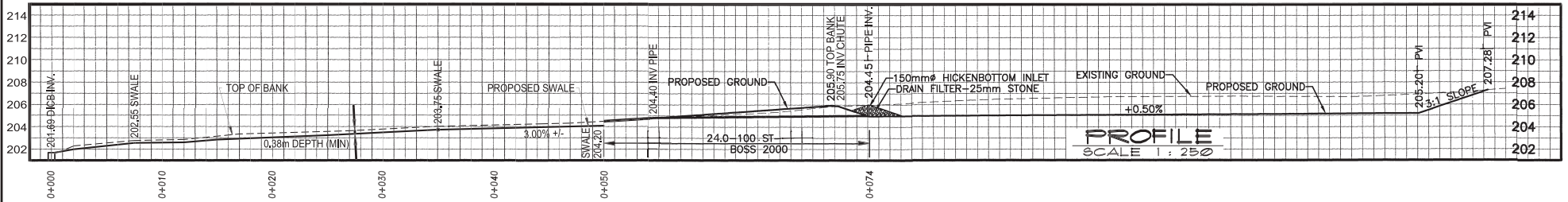
ROLL NUMBER (OWNER)	TOTAL ASSESSMENT	GRANT	ALLOWANCES	APPROX. NET
008-165 (P. & D. North)	\$ 7,650.00	\$	\$	\$ 7,650.00
	\$ 7,650.00	\$	\$	\$ 7,650.00

PLAN LEGEND

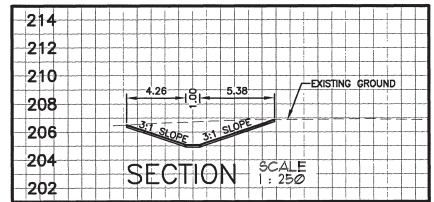
-  LIMIT OF WATERSHED AREA
 -  PROPOSED DRAINAGE WORKS
 -  EXTERIOR OR INTERIOR WATERSHED
 -  EXIST. MUNICIPAL DRAIN
 -  PRIVATE TILE OR SURFACE WATER RUN
 -  EXIST. WATERCOURSE OR PRIVATE DITCH
- 00 . 000 ASSESSMENT ROLL NUMBER
 J. SMITH OWNERS NAME
 40.0 HA. HECTARES OWNED



PLAN SCALE 1 : 1,000



PROFILE
SCALE 1 : 250



RYAN DRAIN 2024



Township of Southwold

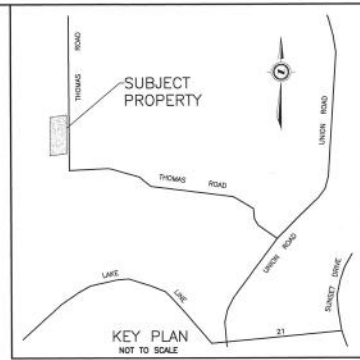
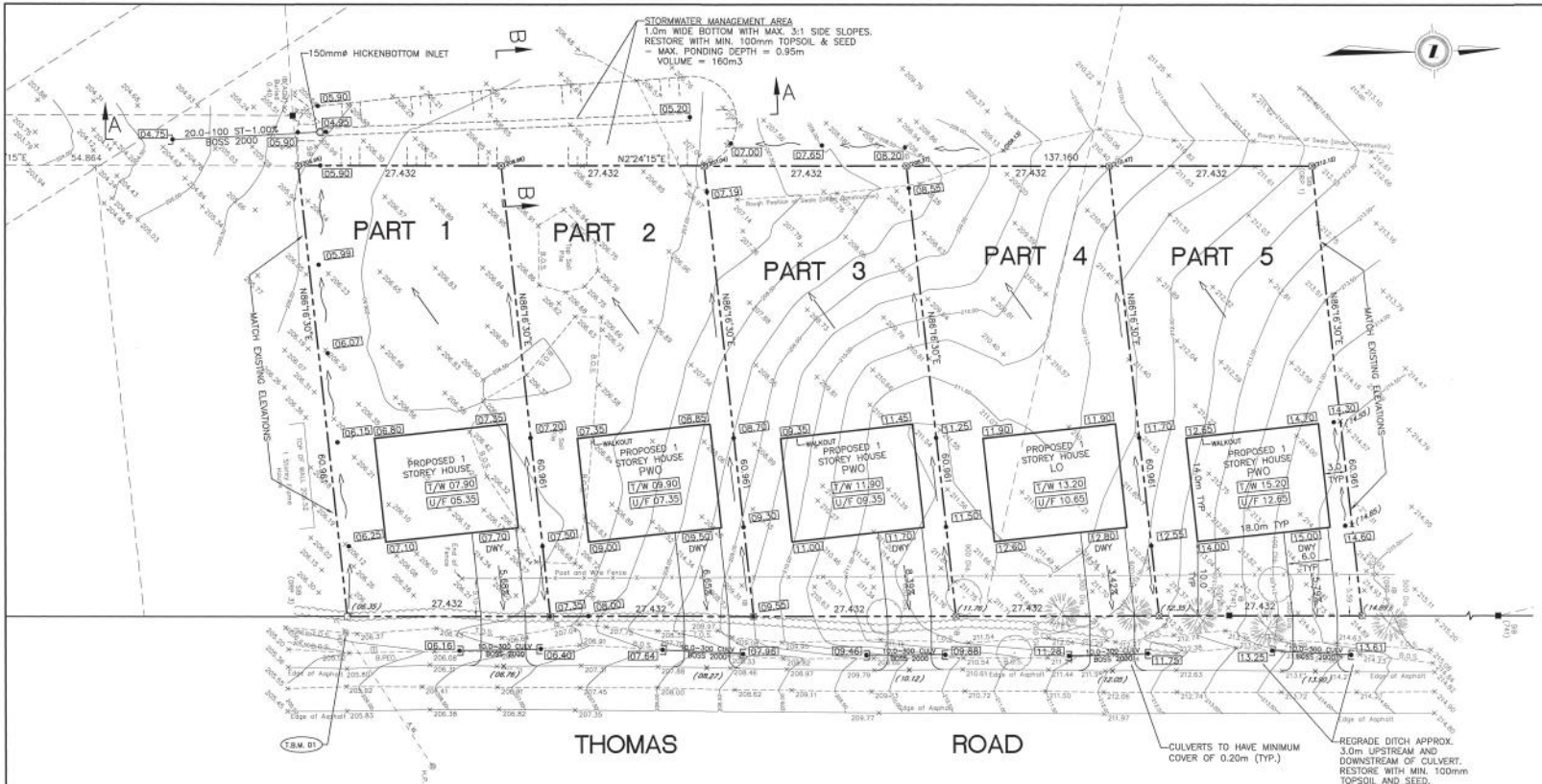
Drainage Superintendent: BRENT CLUTTERBUCK 519-769-2010	No.	REVISIONS	DATE
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Drawn By: TF	Field Book GFS	JOB No. 217219	Drawing No. 1 of 1
Date: Oct. 16, 2024			

PLAN, PROFILES, & DETAIL

SPRIET ASSOCIATES
LONDON CONSULTING ENGINEERS LIMITED
155 YORK STREET -- LONDON (519) 672-4100 -- N6A 1A8



PLAN
OF PART OF
LOT 14, RANGE 2
SOUTH OF UNION ROAD
IN THE
TOWNSHIP OF SOUTHWOLD
COUNTY OF ELGIN

- LOT GRADING NOTES:**
- Existing drainage of abutting lands is not to be disturbed.
 - Localized surface drainage from abutting residential properties may be discharged onto the proposed site in this subdivision.
 - Basement openings to be a minimum 300mm above the centreline of road unless otherwise approved by the Municipality.
 - Ground elevations of fences abutting overland flow routes are to be 225mm above overland flow route elevations.
 - Retaining walls, 1.0m high or greater, are to be designed by and constructed to the specifications of a registered professional engineer in accordance with the Ontario Building Code.
 - Sump pump discharge must be directed to the storm sewer via the storm PSC. For Other Cases: Sump pump discharge must be directed away from driveways and sidewalks.

LEGEND

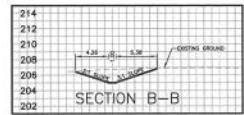
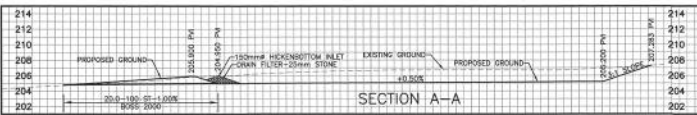
- PROPOSED DRIVEWAY LOCATION
- EXISTING TREE
- STAKED STRAW BALE DAM
- PROPOSED CULVERT
- PROPOSED SWALE
- DIRECTION OF SURFACE DRAINAGE
- SLOPE OF DRIVEWAY
- PROPOSED HICKENBOTTOM DRAIN
- PROPOSED TOP OF FOUNDATION WALL ELEVATION
- PROPOSED UNDERSIDE OF FOOTING ELEVATION
- PROPOSED FINISHED GROUND ELEVATION
- MATCH EXISTING ELEVATION
- PROPOSED SILT FENCE
- PWO PARAL, WALKOUT HOUSE TYPE
- LO LOOKOUT HOUSE TYPE

SITE BENCHMARK:
T.B.M. 01 SPIKE SET IN THE EASTERLY FACE OF A HYDRO POLE.
ELEVATION = 207.35m

NOTE:
ADD 200 METRES TO ALL PROPOSED ELEVATIONS.

- SEDIMENT CONTROL MEASURES:**
- Protect all exposed surfaces and control all runoff during construction.
 - All erosion control measures to be in place before starting construction, and remain in place until reclamation is complete.
 - Maintain erosion control measures during construction.
 - All collected sediment to be disposed of at an approved location.
 - Minimize area disturbed during construction.
 - All dewatering to be disposed of in an approved sedimentation basin.
 - Protect all catch basins, maintenance holes, and pipe ends from sediment intrusion with geotextile (Terrafil 270K).
 - Keep all sumps clean during construction.
 - Prevent wind-blown dust.
 - Show holes to be used in localized areas as shown and as directed by the engineer during construction for works which are in, or adjacent to, floodlines, fill lines and hazardous slopes.
 - Show holes to be terminated by rounding holes to contain and filter runoff.
 - Obtain approval from Kettle Creek Conservation Authority prior to construction for works which are in or adjacent to floodlines, fill lines and hazardous slopes.
 - All siting and details are at the minimum to be constructed in accordance with the Ministry of Natural Resources Guidelines on Erosion and Sediment Control for Urban Construction sites.
 - All of the above notes and any sediment and erosion control measures are at the minimum to be in accordance with the Ministry of Natural Resources Guidelines on Erosion and Sediment Control for Urban Construction sites.

ENGINEER'S CERTIFICATE
I HEREBY CERTIFY THAT THE PROPOSED GRADING AND APPURTENANT DRAINAGE WORKS COMPLY WITH SOUND ENGINEERING DESIGN AND DRAINAGE PATTERNS ON AND ACROSS THESE LANDS AND THE ADJOINING LANDS OR APPLICABLE BY-LAWS.



NO.	REVISIONS	DATE	BY	CONSULTANT OR SERVICE
1	DESIGN	SEP 1, 2017	AGM	
2	DESIGNED			
3	APPROVED			
4	DATE	SEPTEMBER 2017		

AGM
PLAN • SURVEY • ENGINEER

ARCHIBALD, GRAY & MCKAY
ENGINEERING LTD.
214 SOUTH GAV ROAD, LONDON, ON, N6E 2Z5
PHONE: 519-685-5206 FAX: 519-685-5205
EMAIL: info@agm.ca WEB: www.agm.ca



PETER NORTH HOMES

SCALE - 1 : 200

PROJECT NO.	THOMAS ROAD SEVERANCE	1000-81
SHEET NO.	GRADING PLAN	01
PLAN FILE NO.		



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: January 13, 2025
PREPARED BY: Mike Szilagyi, Planner
REPORT NO: PLA 2025-02
SUBJECT MATTER: **Consent Application E6-25**
10420 Talbotville Gore Road
(Applicants: Bob Pauley & Ed Rickwood)
Township Comments to Elgin County

Recommendation(s):

THAT Council recommend approval to the Elgin County Land Division Committee for Consent Application E6-25 subject to the recommended conditions provided in Appendix 2 of Report PLA 2025-02.

Purpose:

Consent Application E6-25 proposes to sever a parcel of land with a frontage of 28.1 m along Talbotville Gore Road with a minimum depth of 36.4 m from an existing residential property. The area of the lands proposed to be retained is 1,285.6 m² (13,838.08 ft²) and the existing dwelling is expected to remain. The area of the lands proposed to be severed is 1,022.84 m² (11,009.76 ft²), there is an existing shed that is expected to be removed and replaced with a new residential dwelling. The proposed severance would facilitate the creation of a new residential building lot. A severance sketch illustrating the proposed severance is attached to this report as Appendix 1.

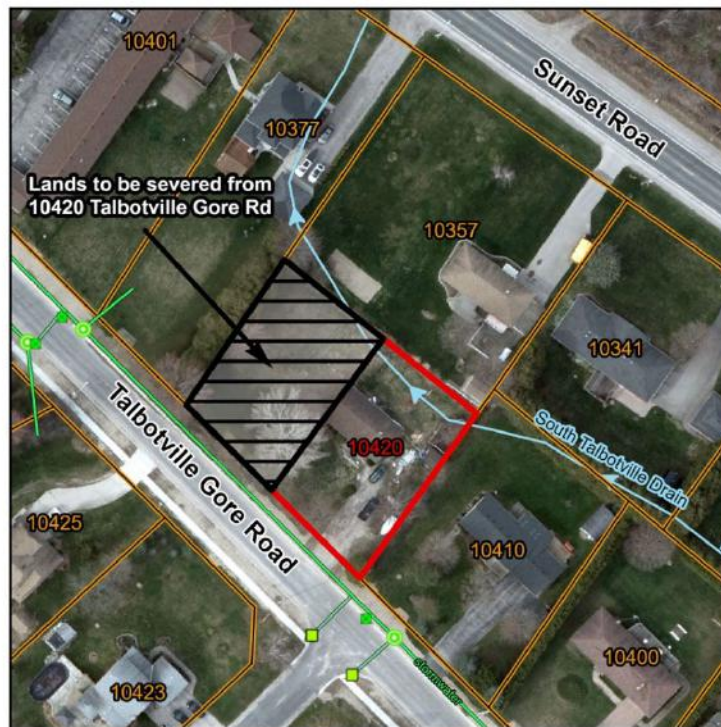
Consent Application E6-25 has been submitted to Elgin County for lands located within the Township of Southwold. The subject property is located at 10420 Talbotville Gore Road, Talbotville and is legally described as Part of Lot 8, Registered Plan E172638. The subject property is highlighted in red on the Key Map provided below.

Background:

Application No.	E6-25
Owners:	Derek Faseruk & Sonlancey Sem
Agent/Applicant:	Bob Pauley & Ed Rickwood
Address:	10420 Talbotville Gore Road, Talbotville
Water Supply:	Municipal Water
Sewage Supply:	Municipal Sanitary

Buildings/Structures	Existing dwelling on retained lands to remain and accessory shed on lands to be severed to be removed
Elgin County Official Plan	Tier Two Settlement Area
Application No.	E69-24
Settlement Area:	Talbotville Settlement Area
Official Plan Designation:	Residential
Zoning By-law 2011-14: 10420 Talbotville Gore Road	<p>Residential 1 (R1) Zone</p> <p>Minimum Lot Area (municipal services) – 450 m² (0.45ha)</p> <p>Minimum Lot Frontage – 15.0m (49ft)</p> <p>Minimum Front Yard – 6.0m (20ft)</p> <p>Maximum Lot Coverage – 40%</p> <p>Minimum Interior Side Yard – 1.2m (4.0ft) on one side of the building and 2.5m (8.0ft) on the other side</p> <p>Minimum Rear Yard – 9.0m (30ft)</p>

Key Map of 10420 Talbotville Gore Road, Talbotville



Planning Analysis:

Consent Application E6-25 was submitted to and declared complete by Elgin County. The application will be circulated to the public and prescribed bodies by the Elgin County Land Division Committee in January 2025. Elgin County is the Approval Authority for applications considered under Section 53 of the *Planning Act*. The Township of Southwold is a commenting agency and provides a recommendation to the Land Division Committee, including conditions of approval.

Consent Application E6-25 was reviewed by staff with consideration to the Provincial Policy Statement (2024), Elgin County Official Plan, Township of Southwold Official Plan, and the Township of Southwold Zoning Bylaw 2011-14. A summary of the applicable planning policies and regulations, as well as the relevancy to the subject application and commentary is provided below.

Legislation	Section(s)	Relevance To Application	Comments
Provincial Planning Statement, 2024	2.2 Housing 2.3 Settlement Areas and Settlement Area Boundary Expansions	<ul style="list-style-type: none"> • Planning Authorities shall permit and facilitate all types of residential intensification • Settlement Areas shall be focus of growth and development • Appropriate for the level of services 	Residential lot creation is permitted in settlement areas subject to local policies and regulations
Elgin County Official Plan	A6.1.1. Settlement Areas C1.1.1 Residential C1.3 Housing E1.2.3. Consents	<ul style="list-style-type: none"> • Tier Two Settlement Area • Maintain residential character of area • Efficient use of existing infrastructure • Encouraging development of lands within settlement areas to maximize the use of infrastructure and achieve residential intensification 	Residential lot creation is permitted in settlement areas subject to local policies and regulations
Township of Southwold Official Plan	5.2 Settlement Area Land Use 7.23 Consents	<ul style="list-style-type: none"> • Lands are intended for Residential development • Availability of municipal services 	Residential lot creation may be permitted subject to conditions

Legislation	Section(s)	Relevance To Application	Comments
		<ul style="list-style-type: none"> Consent applications can be considered subject to conditions 	
<p>Township of Southwold Zoning Bylaw</p>	<p>8.2 Residential 1 Zone Regulations</p>	<ul style="list-style-type: none"> Proposed lands to be severed and lands to be retained comply with the regulations of the R1 Zone Future development of the lands to be severed shall comply with the regulations of the R1 Zone 	<p>Amendment to the Zoning By-law is not required to facilitate the proposed residential lot creation</p>

The Provincial Planning Statement, 2024, the Elgin County Official Plan, and the Township of Southwold Official Plan permit residential intensification in settlement areas. Consent Application E6-25 would facilitate the orderly and efficient use of land and existing infrastructure within Talbotville.

The subject property is presently serviced with municipal water and a private, on-site septic system. As part of this development, the retained lands will be required to decommission the private septic system and connect to available municipal services. Both the retained and severed properties will therefore benefit from available municipal services where servicing connections should be illustrated on the lot grading and servicing plan for review and approval by the Township. This requirement has been included within the recommended conditions of approval for Consent Application E6-25.

Consultation:

Comments from external agencies such as the Kettle Creek Conservation Authority and members of the public will be provided directly to the Elgin County Land Division Committee for consideration.

Consent Application E6-25 was circulated internally for review and comment by Township departments. At the time of writing this report, the following comments have been received and where applicable, recommended conditions of approval have been included.

Finance

- Urban settlement water connection fee;
- Urban settlement sewer connection fee;

- Development Charge for new Single Family Dwelling to be applied at time of Building Permit;
- Cash-in-Lieu of parkland fee to be applied; and
- 911 sign fee applicable to the lands to be severed.

Infrastructure

- Submission of Lot Grading Plan and Servicing Plan stamped by a P.Eng is required.
- If water is to cross property boundaries by swale or piped system, they shall be protected by registered easement.
- Entrance permit required for the lands to be severed.
- Sewer and water connections to be completed by approved contractor, all disturbed areas to be restored to pre-construction condition.

Chief Administrative Officer

- Connection to sanitary sewer system for both severed and retained parcels required and fees paid. Connection to water system and fees paid for severed parcel.
- New Civic Address for severed parcel and fees to be paid for 9-1-1 sign required as a condition of consent.
- Zoning appears to comply – no re-zoning required.

Building Department

- Septic system decommissioning will be required and connection to sewers for both lots will be required.
- Any accessory structures on the severed parcel would need to be removed.
- Provide a survey plan showing the location of the existing home in relation to the proposed severance.

Drainage

- Drain reapportionment for both the Wallis and South Talbotville Drain is required.
- Agreement Drain Registered on title and constructed to ensure that the retained and severed lots will continue to have legal outlets.

Planning

- Existing mature trees should be retained, if possible. If retention not possible, please replace with new native tree species.
- Please provide a survey plan demonstrating compliance of retained lot with respect to proposed severance.

Conclusion:

Planning staff recommend support of Consent Application E6-25 for the property known municipally 10420 Talbotville Gore Road, Talbotville, which would facilitate creation of one new residential lot on full municipal service. This recommendation is subject to the conditions listed below and attached as Appendix 2 to Planning Report PLA 2025-02. This report and recommended conditions of approval will be forwarded to the Elgin County Land Division Committee and should be considered in the decision-making process.

It is recommended the standard conditions of consent be applied, as well as those which address site specific matters, including:

Standard Conditions

1. That the Applicant must pay all **fees** and satisfy all obligations required pursuant to the duly enacted by-laws of the Township of Southwold, to the satisfaction of the Township.
2. The provision of a registered **reference plan**.
3. The provision of description of the lot to be severed subject to **Section 50(3)** of the Planning Act, including **prepared deeds** for review by Township.
4. **Undertaking** to provide proof of registration of deeds and agreements.
5. **Drainage reapportionment** of the Wallis and South Talbotville Drains.
6. Provision of a **lot grading and servicing** plan, which include the location(s) of future sanitary connections.
7. Submission of written request to the Township for **clearance of conditions** to County.

Site Specific Conditions

1. **Entrance Permit** from the Township of Southwold to create a new independent access from Talbotville Gore Road to the lands proposed to be severed;
2. Obtain **building permits** from the Township to facilitate decommissioning of the existing septic bed and tank on the lands to be retained;
3. Provide **Survey Plan** confirming compliance with applicable zoning to the satisfaction of the Township;

4. In the event that water, either via pipe or via swale, crosses property boundary line, the Owner must obtain and establish the necessary **Easements** to permit the condition; and
5. Assignment of **Municipal 911 Address** for the lands proposed to be severed and that a civic number sign be purchased and installed.

Financial Implications:

Township application fees were collected in accordance with the Township’s Tariff of Fees By-law, as amended from time to time.

Approval of the application will have no significant financial impact on the Township.

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:
Mike Szilagyi
Planner
“Submitted Electronically”

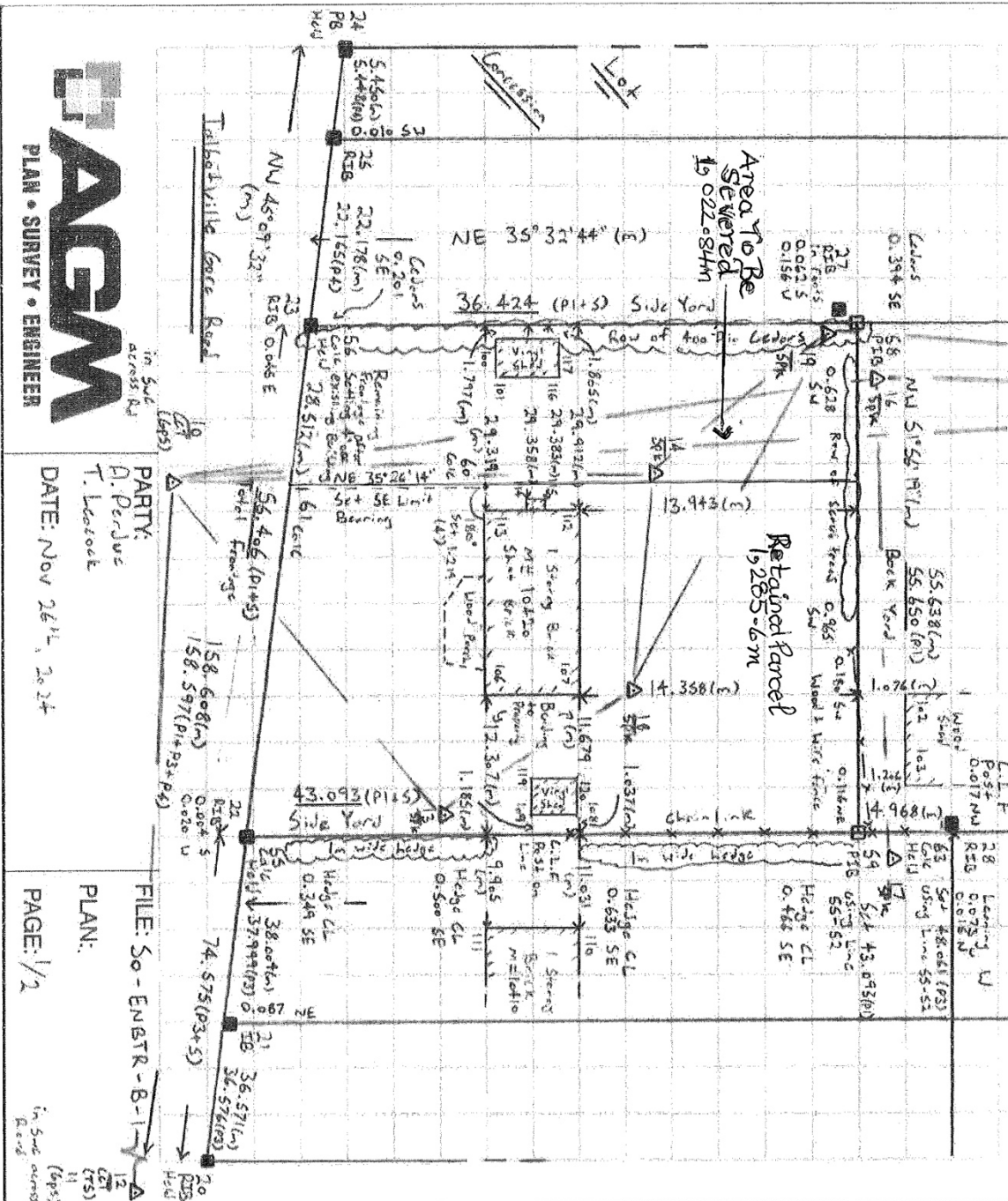
Approved by:
Lisa Higgs
CAO/Clerk
“Approved Electronically”

Appendices

Appendix 1 – Building Survey and Severance Sketch

Appendix 2 – Township Conditions Consent Application E6-25

Appendix 1 - Severance Sketch (10420 Talbotville Gore Road, Talbotville)



ANGM
PLAN • SURVEY • ENGINEER

PARTY:
D. Perdue
T. Leacock

DATE: Nov 26th, 2024
FILE: So - ENSTR - B-1
PLAN: 11
PAGE: 1/2

Appendix 2 – Recommended Conditions of Approval (E6-25)**Township of Southwold Conditions:**

1. That the Owner must pay all fees and satisfy all obligations required pursuant to the duly enacted by-laws of the Township of Southwold, to the satisfaction and clearance of the Township.
2. That the Owner's Solicitor provides an undertaking to the Township, to provide a copy of the registered deed for the severed lands once the transaction has occurred.
3. That a digital copy of the draft and final deposited Reference Plan be provided to the Township.
4. That the Owner submit a written request and fees for the necessary Drainage Reapportionments of the Wallis and South Talbotville Drains to be completed pursuant to the Drainage Act, to the satisfaction and clearance of the Township.
5. That the Owner obtain the necessary permits and complete the works necessary for the removal and replacement of the existing septic system and tank on the retained lands, to the satisfaction and clearance of the Township.
6. That the Owner prepare and submit a Survey Plan, prepared by a qualified Ontario Land Surveyor, demonstrating compliance of the retained lot and dwelling with applicable zoning, to the satisfaction of the Township.
7. That the Owner prepare and submit an engineered Lot Grading and Servicing Plan for the severed and retained parcels, including proposed future sanitary connections, to the satisfaction of the Township.
8. That the Owner obtain any necessary Registered Easements in the event that water, whether via pipe or via swale, crosses property boundaries, to the satisfaction of the Township.
9. That the severed lands be assigned a municipal address and that civic addressing signage be purchased by the Owner and installed to the satisfaction of the Township.

10. That the Owner obtain an Entrance Permit from the Township of Southwold to facilitate access from Talbotville Gore Road to the severed parcel.

11. That the Owner's Solicitor provide a request for clearance of conditions to the Township, demonstrating how all the conditions of consent have been fulfilled, to the satisfaction and clearance of the Township and that the Municipality advise the County writing that the above-noted conditions have been satisfied.

12. That all conditions noted above shall be fulfilled within two years of the Notice of Decision, so that the County of Elgin is authorized to issue the Certificate of Consent pursuant to Section 53(42) of the Planning Act.



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: January 13, 2024

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

REPORT NO: FIR 2025-01

SUBJECT MATTER: Activity Report for the Fire Chief, December 2024

Recommendation(s):

None – For Council Information.

Purpose:

To update Council on Fire Department Activities for December 2024.

Background:

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

- a. *Calls for service* – a total of 26 emergencies were responded to in the month of December, including five vehicle fires, and two MVCs.
- b. *Meetings* – Fire Chief attended a meeting on the County radio system and Talbotville Station site meetings. An officer meeting was held, with operations and budget items on the agenda.
- c. *Inspections* – no new inspections were conducted.
- d. *Public Education* – Southwold School Grade 1 classroom visits, social media, Shedden Station sign.
- e. *Public Relations* – collected canned goods at the Optimist Santa Clause Parade.
- e. *Grants* – the Provincial Fire Protection grant, focused on cancer prevention, has been approved. The bunker gear dryer has been ordered with spare bunker gear to be ordered.
- f. *Talbotville Station Project* – Interior plumbing and electrical work is underway. Revised schedule has occupancy in early spring, with sitework being completed over the Summer of 2025.

- h. *Apparatus & Equipment* – routine maintenance, including annual MTO inspections, and T52 pump repairs were completed.

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 apparatus maintenance, and mutual aid water supply with Dutton Dunwich.
- b. Four members attended an NFPA 1521 Incident Safety Officer course, hosted at the Shedden Station.
- c. Four recruits are attending the NFPA 1001 Firefighter Recruit class through the Elgin-Middlesex Regional Fire School.

Capital Project Progress :

2024	Budget	Status/Comments
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: January 13, 2025

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

REPORT NO: IDS 2025-01

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

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 December 2024 and a brief look back at 2024.

Development:

- Held landowner information session for Talbotville Commercial & Industrial
- Continued work on the One Water Rate Study, expect submission for Council review by end of January.
- Continued work on 2025 Budget
- Biweekly meetings for the Shedden Wastewater Treatment Facility
- Issued the first construction tender for sewers in Shedden, tender to close on January 15th, 2025
- Closed the RFP for a new Parks and Trails Master Plan, reviewed and scored the proponents, award to come this meeting, project is expected to come well under budget
- Met with landowners about possible land donation
- Continued meetings with the MTO regarding Highway 3 Twinning and Talbotville By-Pass

- Met with the MTO separately to discuss possibility of installing a sanitary forcemain for future use in the industrial lands, coordinated with industrial landowners, there is interest there to cost share.
- Attended the McBain subdivision pre-consultation
- Attended Kickoff meeting with the project team for the Progressive Design Build of a new wastewater facility in Talbotville
- Continued assistance with the Talbotville Firehall
- Project communications strategy meetings, laying out a plan for the sanitary projects

- 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	Completed site review and deficiency list generation	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		Draft plan, working towards engineering submission	Ferndale
35743 Horton Street (Stoss)	Received Draft Plan Submission	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

2024 Department Highlights:

Roads

- **Replacement of Burwell Bridge:** Completed with a new culvert under budget.
 - **Lawrence Road Rehabilitation:** Finished under budget.
 - **Boxall Road Resurfacing:** Successfully completed.
 - **Magdala Road Reconstruction:** Executed as planned.
 - **New Equipment Delivery:**
 - **Sidewalk Plow:** Delivered and operational.
 - **Roadside and Flail Mowers:** Delivered; public compliments received on improved cutting quality.
 - **Work Management Software:** Successfully implemented for better operational efficiency.
 - **Road Needs Study:** Completed, providing critical data for future planning.
 - **Enhanced Staffing:** Added a shared full-time employee for Roads/Parks, replacing a seasonal position and strengthening park services.
 - **New Public Works Building:** Approved the design build of a new public works building, at almost half of COVID era estimates, construction underway, completion planned for June 2025.
 - **GIS Mapping:** Updated Township maps complete.
-

Environmental Services

- **New Leadership:** Onboarded an Environmental Services Manager.
- **OneWater Rate Analysis:** Initiated to ensure sustainable water service rates.
- **Talbotville WWTP:** Approved Design-Build Delivery model for construction.
- **Housing Enabling Funding:** Secured \$28 million grant for critical housing infrastructure.

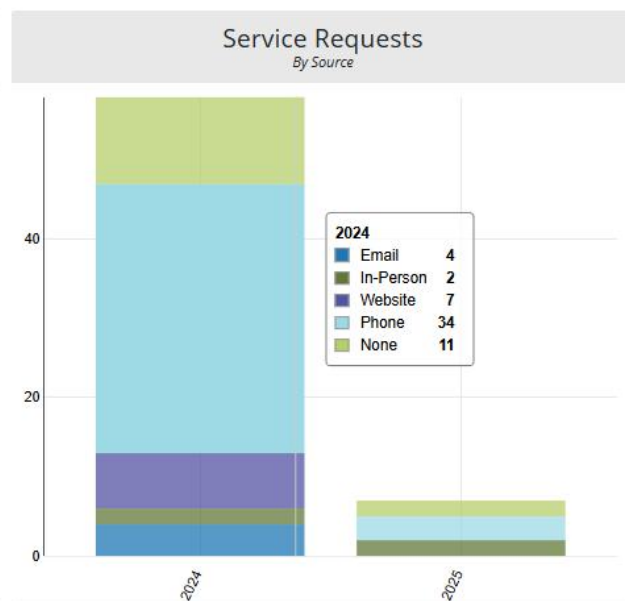
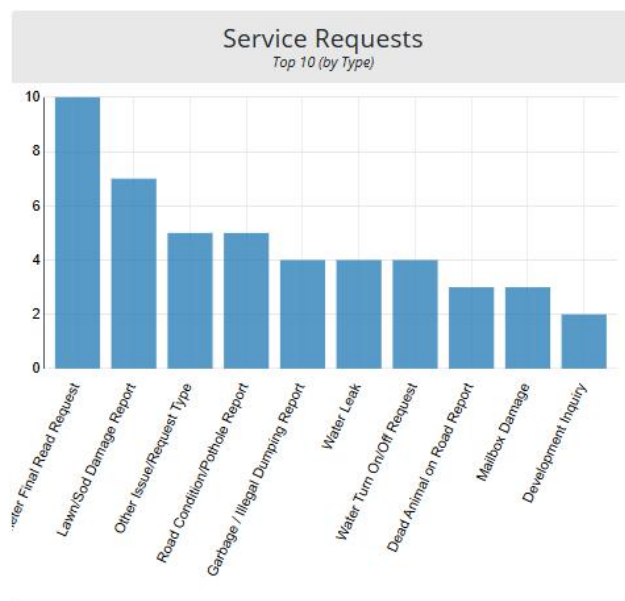
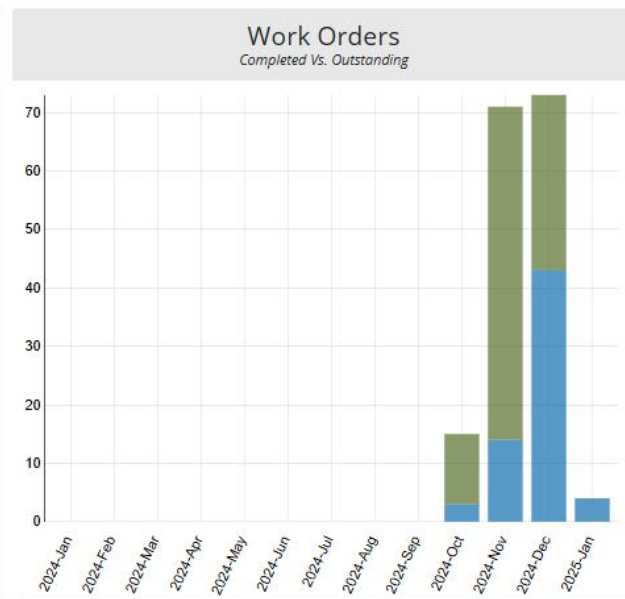
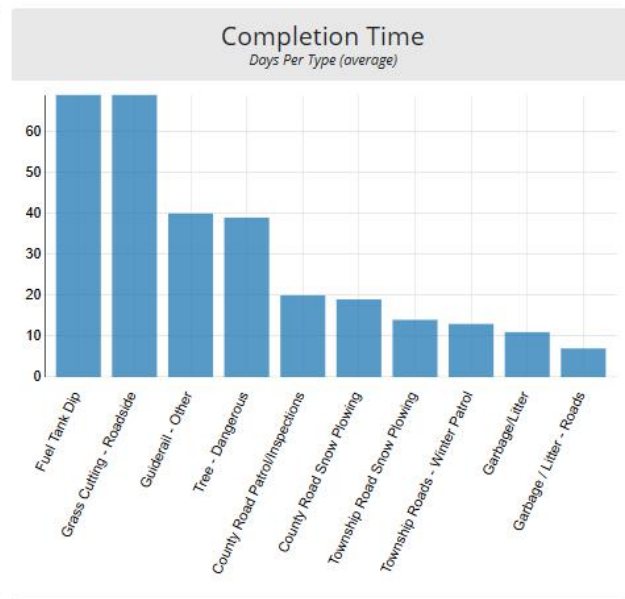
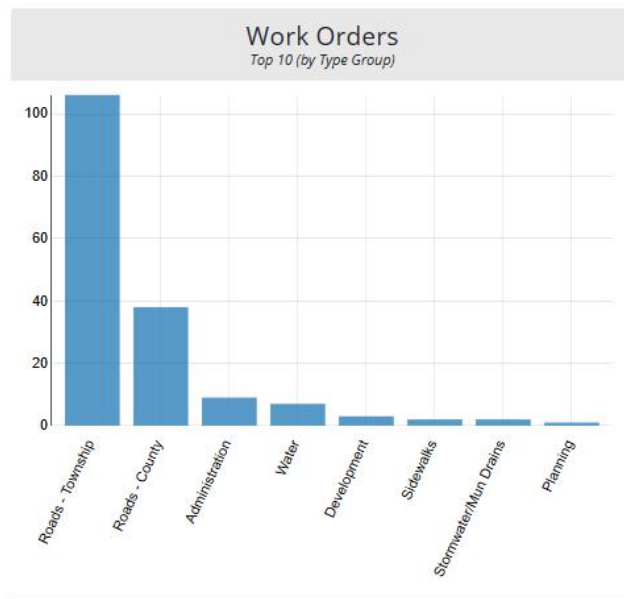
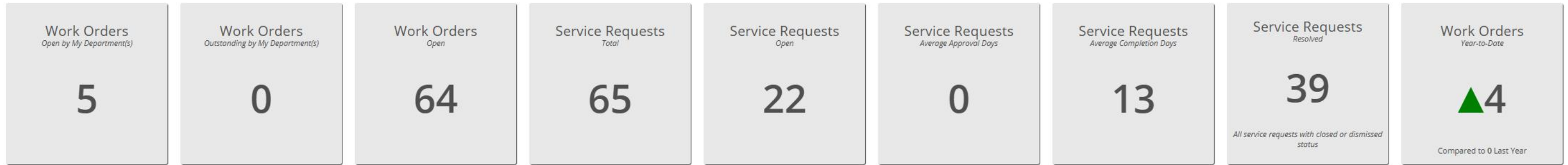
- **Shedden Sanitary Sewers:** Phase 1 tendered and progressing.
- **Shedden WWTP:** Design phase well underway.
- **Fingal Reconstruction and Servicing:** Awarded design partnership with the County of Elgin.
- **Membrane Replacement:** Completed along with sludge cake production improvements.
- **Inflow Elimination:** Identified and mitigated key sources of inflow.
- **GIS Mapping:** Mapped all water meters for enhanced system management.
- **Scotch Line Drainage Petition:** Engaged landowners to support the Jones Drain improvement project.
- **Operations and Maintenance Agreement:** Notified OCWA of intent to enter into negotiations for possible renewal of agreement, 2025 is the last year of current agreement.
- **New Servicing:** seven new water services constructed and connected into Southwold Distribution System, two watermain commissioning projects completed.
- **Watermain Breaks/system repairs:** three main breaks repaired, four hydrants repaired, four leaking services, resolved Amazon billing chamber issue, replaced water service for Municipal works garage, various curbstop repairs.

Development/Planning

- **Shedden Commercial Building:** Disposed through RFP to support revitalization.
- **Thomas Road Draft Plan:** Received, advancing infill development in Port Stanley's settlement boundary.
- **Turville Farm Draft Plan:** Received and design work underway.
- **Ridge Development:**
 - Assumed Ridge Phase 2 infrastructure.
 - Completed Ridge Condos construction.
- **Talbotville Industrial Development:** Pre-consultation held for potential industrial subdivision.
- **Stoss Farm Subdivision:** Draft Plan submitted for development in Shedden.
- **Marcel Equipment Site:** Commercial and industrial site plan approved; construction progressing.

- **Talbotville Condominiums:** Three site plans pending approval.
- **Drainage and Road Asset Management:**
 - GPS data collection for drainage assets; storm layer now public on GIS.
 - Water/Sani/Storm infrastructure digitized utilizing as built drawings for both phases of The Ridge, working towards completing metadata for Ferndale/Lynhurst.
 - Road asset data incorporated into asset management systems.
- **Zoning Updates:** GIS zoning layer updated for accurate planning and public information.

Work Management Software Dashboard Snapshot:



Infrastructure:

a) *Water and Sanitary:*

- Working with Greenlane and WM for improving sludge processing and hauling of sludge to Greenlane from Talbotville Wastewater Treatment Plant.
- Sludge auger heat tracing system completed and now operational ahead of winter.
- Completed various locates.
- Security camera installed at Talbotville WWTP.
- Customer meter repairs completed.
- Quarterly water meter readings completed.
- Iona road auto flusher isolated December 20th and monitoring manually as repair or replacement is required.
- Final Reads.
- Building meter assemblies for office and repairs.

b) *Roads and Bridges:*

- Maintenance activities were fluid to accommodate the wide and varied weather
- Blue tourism signs within the township were removed as per County direction.
- Maintaining gravel roads was a challenge due to the wet weather
- Work management software was implemented to track Maintenance activities
- The crew was able to spend some time at home over the Christmas holidays due to a stretch of decent weather

2024 Capital Project Process:

2024	Budget	Actual	Status/Comment
Water and Sewer			
Shedden and Fingal Sewer	\$20-25 million		Shedden South Sewers out for Tender Fingal Engineering Awarded
Roads			
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 to start Nov. 11
Roads Needs Study	\$30,000	\$24,614	Complete
Bridges/Culverts			
Burwell Bridge	\$200,000	\$168,922	Complete
Lake Line Culvert	\$75,000		Design complete, construction deferred to monitor slope conditions
Lyle Bridge Rehabilitation	\$30,000	\$24,900	Spriet to complete design work, construction 2025
OSIM Inspections	\$10,000	\$ 9,350	Complete
Woodplant Design	\$75,000		Deferred
Iona Road Culvert Design	\$30,000	\$19,900	Design 60% complete

c) Drainage:

Drains Before Council:

- **Ryan Drain (Sept 19):** Council to receive the report tonight

Construction:

- **Bogart Drain Branch C (Aug 2022):** OMAFA Grant to be applied for
- **Palmer/Bush Line Drain (Aug. 2022):** OMAFA Grant to be applied for
- **Gregory Drainage Works (2023):** Drain tile portion of work substantially complete. 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.

- **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:

Palmer Drain	\$21,143.00
Gregory Drainage Works – Special Assessment waterline	\$27,800
Gregory Drainage Works –Boxall Road	\$389.00
Taylor Drain – 4 th 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: January 13th, 2025

PREPARED BY: Mike Taylor, Manager of Environmental Services

REPORT NO: IDS 2025-04

SUBJECT MATTER: Southwold Drinking Water System: 2024 MECP Inspection Report

Recommendation(s):

THAT Report IDS 2025-04 relating to the 2024 annual Ministry of the Environment, Conservation and Parks (MECP) inspection on the drinking water system, be received for information.

Purpose:

This report is intended to inform Township Council as to the findings of the 2023-2024 MECP inspection on the Southwold Distribution System. Additionally, this report is submitted to satisfy specific requirements of the QEMS Operational Plan for the drinking water system.

Background:

On an annual basis, the MECP is required to conduct inspections of municipal water systems in the Province of Ontario. At least once every three years, the MECP will conduct an unannounced inspection. The basis of these inspections is to ensure that all legislative and regulatory compliance had been achieved since the last inspection date. The inspection process that is conducted by Provincial Officer's consists of a variety of elements, including but not limited to:

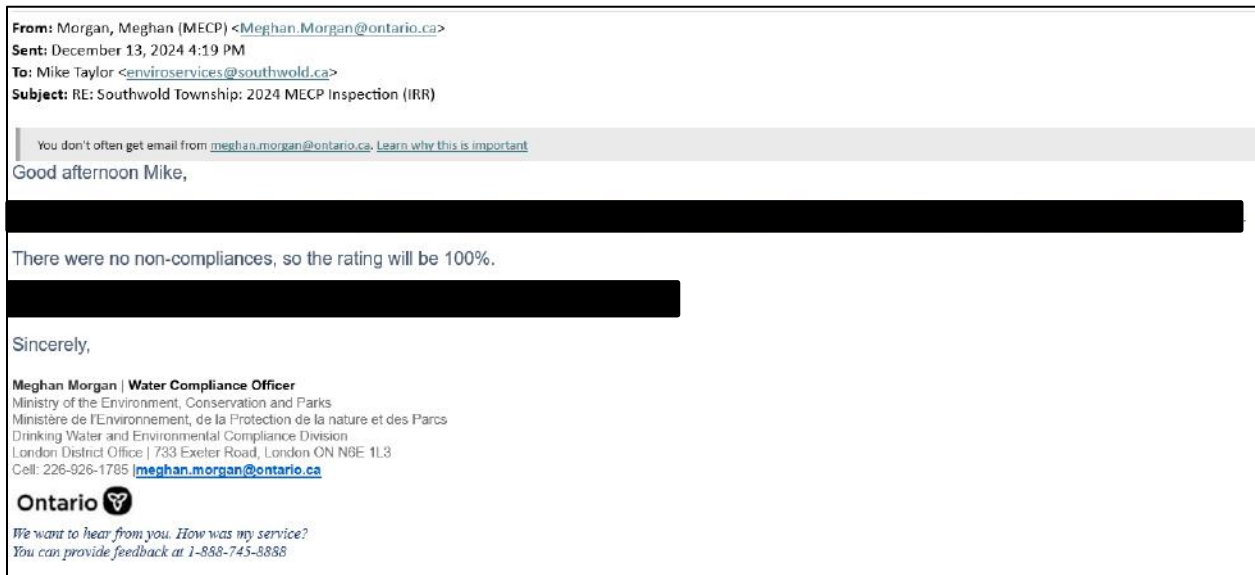
- Visual inspection of the drinking water system.
- Review of logbooks.
- Water quality monitoring results.
- Questionnaire by the Provincial Officer to the Owner and Operating Authority.
- Review of SCADA operations, alarms, trending and reporting.
- Adherence to the Township's Municipal Drinking Water License and Drinking Water Works Permit.

Comment/Analysis:

The MECP conducted the annual inspection of the Southwold Distribution System on July 30th, 2024. This year, the inspection was unannounced which provides for little time to prepare, which is the intended purpose. The MECP Provincial Officer found no non-compliances during the on-site inspection of the system. Therefore, no formal response or remediation was immediately required by the Staff or OCWA to the MECP.

A draft inspection report was provided to OCWA and Southwold on October 7th permitting staff one week to review and provide any comments, questions, or concerns on the report. There were no concerns with the Draft Inspection Report.

A final Inspection Report was submitted electronically from the MECP to the Township dated October 29th, 2024. However, due to an IT issue with the Inspection Rating Record, the final rating was not provided. Staff followed up with the MECP in November and December, and the MECP confirmed that they were still having issues generating this. Therefore, the MECP, via email on December 16th, 2024, confirmed the final scoring in which the Southwold Drinking Water System received a score of 100%, as evidenced in the image of the email below:

**Financial Implications:**

N/A

Summary:

The Inspection Report was positive and the Owner and Operating Authority, being the Ontario Clean Water Agency, will continue to strive towards improvements on how the water system is operated and maintained.

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:
Mike Taylor
Manager of Environmental Services
"Submitted electronically"

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

Ministry of the Environment,
Conservation and Parks

Ministère de l'Environnement, de la
Protection de la nature et des Parcs

Drinking Water and Environmental
Compliance Division

Division de la conformité en matière d'eau
potable et d'environnement

Southwest Region
733 Exeter Road
London, ON N6E 1L3
Phone: 519-873-5000

Région Sud-Ouest
733 rue Exeter
London, ON N6E 1L3
Tél: 519-873-5000

October 29, 2024

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

Attention: Aaron Vanoorspronk, Director of Infrastructure and Development Services

Re: Southwold Distribution System Inspection Report (#210001362)

Enclosed is the Drinking Water Inspection Report and the corresponding Inspection Rating Report (IRR) and Risk Methodology document for the above noted water system.

Section 19 of the Safe Drinking Water Act (Standard of Care) creates a number of obligations for individuals who exercise decision-making authority over municipal drinking water systems. Please be aware that the Ministry has encouraged such individuals, particularly municipal councillors, to take steps to be better informed about the drinking water systems over which they have decision-making authority. These steps could include asking for a copy of this inspection report and a review of its findings. Further information about Section 19 can be found in "Taking Care of Your Drinking Water: A Guide for Members of Municipal Councils" on the Drinking Water Ontario website at <https://www.ontario.ca/environment-and-energy/taking-care-your-drinking-water-guide-members-municipal-councils>.

The IRR is a summarized quantitative measure of the drinking water system's annual inspection and is published in the Ministry's Chief Drinking Water Inspector's Annual Report. The Risk Methodology document describes the risk rating methodology which has been applied to the findings of the Ministry's municipal residential drinking water system inspection results.

If you have any questions or concerns regarding the rating, please contact Mark Smith, Water Compliance Supervisor, at 519-317-8116.

Sincerely,



Meghan Morgan
Provincial Officer, Water Inspector
London District Office
Meghan.Morgan@ontario.ca

cc. Southwestern Public Health Unit
Lower Thames Valley Conservation Authority



SOUTHWOLD DISTRIBUTION SYSTEM
Physical Address: 35663 FINGAL LINE, ,
SOUTHWOLD, ON N0L 1K0

INSPECTION REPORT

Entity: ONTARIO CLEAN WATER
AGENCY
CORPORATION OF THE
TOWNSHIP OF SOUTHWOLD
Inspection Start Date: July 30, 2024
Inspection End Date: September 17, 2024
Inspected By: Meghan Morgan
Badge #: 1315



(signature)

INTRODUCTION

Purpose

This unannounced, focused inspection was conducted to confirm compliance with Ministry of the Environment, Conservation and Parks' (MECP) legislation and conformance with ministry drinking water policies and guidelines.

Scope

The ministry utilizes a comprehensive, multi-barrier approach in the inspection of water systems that focuses on the source, treatment, and distribution components as well as management and the operation of the system.

The inspection of the drinking water system included both the physical inspection of the component parts of the system listed in section 4 "Systems Components" of the report and the review of data and documents associated with the operation of the drinking water system during the review period.

This drinking water system is subject to the legislative requirements of the Safe Drinking Water Act, 2002 (SDWA) and regulations made therein, including Ontario Regulation 170/03, "Drinking Water Systems" (O. Reg. 170/03). This inspection has been conducted pursuant to Section 81 of the SDWA.

This inspection report does not suggest that all applicable legislation and regulations were evaluated. It remains the responsibility of the owner to ensure compliance with all applicable legislative and regulatory requirements.

Facility Contacts and Dates

The drinking water system is owned by The Corporation of the Township of Southwold and operated by the Ontario Clean Water Agency.

The system serves an estimated population of 4395 and is categorized as a Large Municipal Residential System. Information reviewed for this inspection covered the time period of October 1, 2023 to June 30, 2024.

Systems/Components

The Southwold Distribution System only maintains secondary disinfection and distribution of water. Primary disinfection is undertaken by another regulated drinking water system which provides treated water to this drinking water system.

Treated water is received from the Elgin Area Primary Water Supply by way of the St. Thomas Area Secondary Water Supply System, St. Thomas Water Distribution System and the Central Elgin Distribution System. The Southwold Distribution System provides secondary disinfection boosting and pressure boosting for the drinking water system.

The Elgin Area Primary Water Supply system is inspected separately from this drinking water system.

Permissions/Approvals

This drinking water system was subject to specific conditions contained within the following permissions and/or approvals (please note this list is not exhaustive) at the time of the inspection in addition to the requirements of the SDWA and its regulations:

Municipal Drinking Water Licence #055-101, Issue #3
Drinking Water Works Permit #055-201, Issue #4

NON-COMPLIANCE

This should not be construed as a confirmation of full compliance with all potential applicable legal requirements. These inspection findings are limited to the components and/or activities that were assessed, and the legislative framework(s) that were applied. It remains the responsibility of the owner to ensure compliance with all applicable legislative and regulatory requirements.

If you have any questions related to this inspection, please contact the signed Provincial Officer.

RECOMMENDATIONS

This should not be construed as a confirmation of full conformance with all potential applicable BMPs. These inspection findings are limited to the components and/or activities that were assessed, and the legislative framework(s) that were applied. It remains the responsibility of the owner to ensure compliance with all applicable legislative and regulatory requirements.

If you have any questions related to this inspection, please contact the signed Provincial Officer.

INSPECTION DETAILS

This section includes all questions that were assessed during the inspection.

Ministry Program: DRINKING WATER | **Regulated Activity:** DW Municipal Residential

Question ID	DWMR1018001	Question Type	Legislative
Legislative Requirement(s): SDWA 31 (1);			
Question: Did the owner ensure that equipment was installed in accordance with Schedule A and Schedule C of the Drinking Water Works Permit?			
Compliance Response(s)/Corrective Action(s)/Observation(s): The owner ensured that equipment was installed as required.			

Question ID	DWMR1020001	Question Type	Legislative
Legislative Requirement(s): SDWA 31 (1);			
Question: Were Form 1 documents prepared as required?			
Compliance Response(s)/Corrective Action(s)/Observation(s): Form 1 documents were prepared as required. The owner completed one "Form 1 – Record of Watermains Authorized as a Future Alteration" document for proposed new watermains within Phase 2 of the "Talbotville Meadows" subdivision.			

Question ID	DWMR1025001	Question Type	Legislative
Legislative Requirement(s): SDWA 31 (1);			
Question: Were all parts of the drinking water system that came in contact with drinking water disinfected in accordance with a procedure listed in Schedule B of the Drinking Water Works Permit?			
Compliance Response(s)/Corrective Action(s)/Observation(s): All parts of the drinking water system were disinfected as required. A review of the disinfection records produced for new watermains the Owner/Operating			

Authority demonstrated that the Ministry's Watermain Disinfection Procedure and AWWA procedure was followed.

Question ID	DWMR1024001	Question Type	Legislative
Legislative Requirement(s): SDWA O. Reg. 170/03 1-2 (2);			
Question: Did records confirm that the water treatment equipment which provides chlorination or chloramination for secondary disinfection was operated as required?			
Compliance Response(s)/Corrective Action(s)/Observation(s): Records confirmed that the water treatment equipment which provides chlorination or chloramination for secondary disinfection was operated as required.			
Records confirmed that the water treatment equipment which provides chlorination for secondary disinfection purposes was operated so that at all times and all locations in the distribution system the chlorine residual was never less than 0.05 mg/l free or 0.25 mg/l combined.			

Question ID	DWMR1033001	Question Type	Legislative
Legislative Requirement(s): SDWA O. Reg. 170/03 7-2 (3); SDWA O. Reg. 170/03 7-2 (4);			
Question: Was secondary disinfectant residual tested as required for the large municipal residential distribution system?			
Compliance Response(s)/Corrective Action(s)/Observation(s): Secondary disinfectant residual was tested as required.			
Ontario Regulation 170/03, Schedule 7-2 requires the owner/operating authority of a large municipal residential system that provides secondary disinfection to ensure that at least seven distribution samples are taken each week and tested immediately for free chlorine residual. At least four of the samples must be taken on one day of the week, and at least three samples must be taken on a second day of the week, at least 48hrs after the samples taken on the first day.			
Records reviewed indicate that secondary disinfection is maintained in the Southwold Distribution System. Secondary disinfection is measured in the distribution system by operators who take at least seven grab samples on two separate days every week. The chlorine residual results are documented on round sheets or in the logbook by the operator with measured results being above 0.05mg/L for free chlorine. In addition, the Shedden re-chlorination station is equipped with two online chlorine analyzers which continuously measure the concentration of free chlorine and have alarm set points to ensure the free chlorine residual is maintained above 0.05mg/L.			

Question ID	DWMR1099001	Question Type	Information
Legislative Requirement(s): Not Applicable			
Question: Do records show that water provided by the drinking water system met the Ontario Drinking Water Quality Standards?			
Compliance Response(s)/Corrective Action(s)/Observation(s): Records showed that all water sample results met the Ontario Drinking Water Quality Standards.			

Question ID	DWMR1081001	Question Type	Legislative
Legislative Requirement(s): SDWA O. Reg. 170/03 10-2 (1); SDWA O. Reg. 170/03 10-2 (2); SDWA O. Reg. 170/03 10-2 (3);			
Question: Were distribution microbiological sampling requirements prescribed by Schedule 10-2 of O. Reg. 170/03 for large municipal residential systems met?			
Compliance Response(s)/Corrective Action(s)/Observation(s): Distribution microbiological sampling requirements were met. Ontario Regulation 170/03, Schedule 10-2 stipulates that distribution water samples are required to be collected for testing every week within the frequency prescribed by the Regulation. Based on service population of approximately 4,395 the owner/operating authority is required to take a minimum of twelve distribution samples every month. Every distribution system sample must be analyzed for: E.coli; total coliforms and 25% of the required samples must be tested for general bacteria population expressed as colony counts on a heterotrophic plate count. A review of the records for the inspection period indicate this requirement has been met, the operating authority typically took 5 samples per week.			

Question ID	DWMR1096001	Question Type	Legislative
Legislative Requirement(s): SDWA O. Reg. 170/03 6-3 (1);			
Question: Did records confirm that chlorine residual tests were conducted at the same time and location as microbiological samples?			
Compliance Response(s)/Corrective Action(s)/Observation(s): Records confirmed that chlorine residual tests were conducted as required.			

Question ID	DWMR1086001	Question Type	Legislative
<p>Legislative Requirement(s): SDWA O. Reg. 170/03 13-6.1 (1); SDWA O. Reg. 170/03 13-6.1 (2); SDWA O. Reg. 170/03 13-6.1 (3); SDWA O. Reg. 170/03 13-6.1 (4); SDWA O. Reg. 170/03 13-6.1 (5); SDWA O. Reg. 170/03 13-6.1 (6);</p>			
<p>Question: Were haloacetic acid sampling requirements prescribed by Schedule 13-6 of O. Reg. 170/03 met?</p>			
<p>Compliance Response(s)/Corrective Action(s)/Observation(s): Haloacetic acid sampling requirements were met.</p> <p>In accordance with Section 5.(1) of Ontario Regulation 170/03, on the owner of a drinking water system that obtains all of its water from a large municipal residential system must sample in accordance with Section 13-6.1 (1). This section requires the owner of a drinking water system that provides chlorination or chloramination and the operating authority for the system to ensure that at least one distribution sample is taken in each calendar quarter, from a point in the drinking water system's distribution system, or plumbing that is connected to the drinking water system, that is likely to have an elevated potential for the formation of haloacetic acids. Further, (2) The owner of the drinking water system and the operating authority for the system shall ensure that each of the samples taken under subsection (1) is tested for haloacetic acids (HAAs). A review of the records provided for the inspection review period indicate that this requirement has been met and sample results are below the standard.</p>			

Question ID	DWMR1087001	Question Type	Legislative
<p>Legislative Requirement(s): SDWA O. Reg. 170/03 13-6 (1); SDWA O. Reg. 170/03 13-6 (2); SDWA O. Reg. 170/03 13-6 (3); SDWA O. Reg. 170/03 13-6 (4); SDWA O. Reg. 170/03 13-6 (5); SDWA O. Reg. 170/03 13-6 (6);</p>			
<p>Question: Were trihalomethane sampling requirements prescribed by Schedule 13-6 of O. Reg. 170/03 met?</p>			
<p>Compliance Response(s)/Corrective Action(s)/Observation(s): Trihalomethane sampling requirements were met.</p> <p>All trihalomethane water quality monitoring requirements prescribed by legislation were conducted within the required frequency and at the required location. Ontario Regulation 170/03, Schedule 13-6 requires the owner of a drinking water system that provides chlorination or chloramination and the operating authority for the system to ensure that at least one distribution sample is taken in each calendar quarter, from a point in the drinking water system's distribution system, or plumbing that is connected to the drinking water system, that is likely to have an elevated potential for the formation of trihalomethanes.</p>			

Further, (2) The owner of the drinking water system and the operating authority for the system shall ensure that each of the samples taken under subsection (1) is tested for trihalomethanes. A review of the records provided for the inspection review period indicate that this requirement has been met and sample results are below the standard.

Question ID	DWMR1113001	Question Type	Legislative
Legislative Requirement(s): SDWA O. Reg. 170/03 10.1 (3);			
Question: Were changes to the system registration information provided to the ministry within ten (10) days of the change?			
Compliance Response(s)/Corrective Action(s)/Observation(s): Changes to the system registration information were provided as required.			

Question ID	DWMR1114001	Question Type	Legislative
Legislative Requirement(s): SDWA 31 (1);			
Question: Did the owner have evidence that, when required, all legal owners associated with the drinking water system were notified of the requirements of the Municipal Drinking Water Licence and Drinking Water Works Permit?			
Compliance Response(s)/Corrective Action(s)/Observation(s): The owner had evidence that the required notifications were made.			

Question ID	DWMR1045001	Question Type	Legislative
Legislative Requirement(s): SDWA 31 (1);			
Question: Did the owner update the document describing the distribution components within 12 months of completion of alterations to the system in accordance with the Drinking Water Works Permit?			
Compliance Response(s)/Corrective Action(s)/Observation(s): The owner had up-to-date documents describing the distribution components.			

Question ID	DWMR1060001	Question Type	Legislative
Legislative Requirement(s): SDWA 31 (1);			
Question: Did the operations and maintenance manual(s) meet the requirements of the Municipal Drinking Water Licence?			
Compliance Response(s)/Corrective Action(s)/Observation(s): The operations and maintenance manual(s) met the requirements of the Municipal Drinking Water Licence. Municipal Drinking Water Licence #055-101 – Issue # 3, Section 16 of Schedule B outline the requirements for the Operations and Maintenance Manuals. The Southwold Distribution System's Operations and Maintenance Manual contain the aforementioned requirements as stated in the MDWL including but not limited to; contingency plans, procedures to deal with emergencies, procedures for dealing with complaints associated with the drinking water system and copies of the current permit and licence.			

Question ID	DWMR1062001	Question Type	Legislative
Legislative Requirement(s): SDWA O. Reg. 170/03 7-5;			
Question: Did records or other record keeping mechanisms confirm that operational testing not performed by continuous monitoring equipment was done by a certified operator, water quality analyst, or person who met the requirements of Schedule 7-5 of O. Reg. 170/03?			
Compliance Response(s)/Corrective Action(s)/Observation(s): Records or other record keeping mechanisms confirmed that operational testing not performed by continuous monitoring equipment was done by a certified operator, water quality analyst, or person who met the requirements of Schedule 7-5 of O. Reg. 170/03.			

Question ID	DWMR1071001	Question Type	BMP
Legislative Requirement(s): Not Applicable			
Question: Did the owner provide security measures to protect components of the drinking water system?			
Compliance Response(s)/Corrective Action(s)/Observation(s): The owner provided security measures to protect components of the drinking water system.			

Question ID	DWMR1073001	Question Type	Legislative
Legislative Requirement(s): SDWA O. Reg. 128/04 23 (1);			
Question: Was an overall responsible operator designated for all subsystems which comprise the drinking water system?			
Compliance Response(s)/Corrective Action(s)/Observation(s): An overall responsible operator was designated for all subsystem.			

Question ID	DWMR1074001	Question Type	Legislative
Legislative Requirement(s): SDWA O. Reg. 128/04 25 (1);			
Question: Were operators-in-charge designated for all subsystems which comprise the drinking water system?			
Compliance Response(s)/Corrective Action(s)/Observation(s): Operators-in-charge were designated for all subsystems.			

Question ID	DWMR1075001	Question Type	Legislative
Legislative Requirement(s): SDWA O. Reg. 128/04 22;			
Question: Were all operators certified as required?			
Compliance Response(s)/Corrective Action(s)/Observation(s): All operators were certified as required.			

Question ID	DWMR1076001	Question Type	Legislative
Legislative Requirement(s): SDWA O. Reg. 170/03 1-2 (2);			
Question: Were adjustments to the treatment equipment only made by certified operators?			
Compliance Response(s)/Corrective Action(s)/Observation(s): Adjustments to the treatment equipment were only made by certified operators.			

Key Reference and Guidance Material for Municipal Residential Drinking Water Systems

Many useful materials are available to help you operate your drinking water system. Below is a list of key materials owners and operators of municipal residential drinking water systems frequently use.

To access these materials online click on their titles below or use your web browser to search for their titles. Contact the Ministry if you need assistance or have questions at 1-866-793-2588 or

waterforms@ontario.ca.

For more information on Ontario's drinking water visit www.ontario.ca/page/drinking-water



Click on the publication below to access it

- [Drinking Water System Profile Information Form - 012-2149E](#)
- [Laboratory Services Notification Form – 012-2148E](#)
- [Adverse Test Result Notification Form – 012-4444E](#)
- [Taking Care of Your Drinking Water: A Guide for Members of Municipal Councils](#)
- [Procedure for Disinfection of Drinking Water in Ontario](#)
- [Strategies for Minimizing the Disinfection Products Trihalomethanes and Haloacetic Acids](#)
- [Filtration Processes Technical Bulletin](#)
- [Ultraviolet Disinfection Technical Bulletin](#)
- [Guide for Applying for Drinking Water Works Permit Amendments, & License Amendments](#)
- [Certification Guide for Operators and Water Quality Analysts](#)
- [Training Requirements for Drinking Water Operator](#)
- [Community Sampling and Testing for Lead: Standard and Reduced Sampling and Eligibility for Exemption](#)
- [Drinking Water System Contact List – 7128E01](#)
- [Ontario's Drinking Water Quality Management Standard - Pocket Guide](#)
- [2020 Watermain Disinfection Procedure](#)
- [List of Licensed Laboratories](#)

APPLICATION OF THE RISK METHODOLOGY USED FOR MEASURING MUNICIPAL RESIDENTIAL DRINKING WATER SYSTEM INSPECTION RESULTS



The Ministry of the Environment (MOE) has a rigorous and comprehensive inspection program for municipal residential drinking water systems (MRDWS). Its objective is to determine the compliance of MRDWS with requirements under the Safe Drinking Water Act and associated regulations. It is the responsibility of the municipal residential drinking water system owner to ensure their drinking water systems are in compliance with all applicable legal requirements.

This document describes the risk rating methodology, which has been applied to the findings of the Ministry's MRDWS inspection results since fiscal

year 2008-09. The primary goals of this assessment are to encourage ongoing improvement of these systems and to establish a way to measure this progress.

MOE reviews the risk rating methodology every three years.

The Ministry's Municipal Residential Drinking Water Inspection Protocol contains up to 14 inspection modules and consists of approximately 120 regulatory questions. Those protocol questions are also linked to definitive guidance that ministry inspectors use when conducting MRDWS inspections.

ontario.ca/drinkingwater

The questions address a wide range of regulatory issues, from administrative procedures to drinking water quality monitoring. The inspection protocol also contains a number of non-regulatory questions.

A team of drinking water specialists in the ministry assessed each of the inspection protocol regulatory questions to determine the risk (not complying with the regulation) to the delivery of safe drinking water. This assessment was based on established provincial risk assessment principles, with each question receiving a risk rating referred to as the Question Risk Rating. Based on the number of areas where a system is deemed to be non-compliant during the inspection, and the significance of these areas to administrative, environmental, and health consequences, a risk-based inspection rating is calculated by the ministry for each drinking water system.

It is important to be aware that an inspection rating less than 100 per cent does not mean the drinking water from the system is unsafe. It shows areas where a system's operation can improve. The ministry works with owners and operators of systems to make sure they know what they need to do to achieve full compliance.

The inspection rating reflects the inspection results of the specific drinking water system for the reporting year. Since the methodology is applied consistently over a period of years, it serves as a comparative measure both provincially and in relation to the individual system. Both the drinking water system and the public are able to track the performance over time, which encourages continuous improvement and allows systems to identify specific areas requiring attention.

The ministry's annual inspection program is an important aspect of our drinking water safety net. The ministry and its partners share a common commitment to excellence and we continue to work toward the goal of 100 per cent regulatory compliance.

Determining Potential to Compromise the Delivery of Safe Water

The risk management approach used for MRDWS is aligned with the Government of Ontario's Risk Management Framework. Risk management is a systematic approach to identifying potential hazards, understanding the likelihood and consequences of the hazards, and taking steps to reduce their risk if necessary and as appropriate.

The Risk Management Framework provides a formula to be used in the determination of risk:

$$\text{RISK} = \text{LIKELIHOOD} \times \text{CONSEQUENCE}$$

(of the consequence)

Every regulatory question in the inspection protocol possesses a likelihood value (L) for an assigned consequence value (C) as described in **Table 1** and **Table 2**.

Likelihood of Consequence Occurring	Likelihood Value
0% - 0.99% (Possible but Highly Unlikely)	L = 0
1 - 10% (Unlikely)	L = 1
11 - 49% (Possible)	L = 2
50 - 89% (Likely)	L = 3
90 - 100% (Almost Certain)	L = 4

Consequence	Consequence Value
Medium Administrative Consequence	C = 1
Major Administrative Consequence	C = 2
Minor Environmental Consequence	C = 3
Minor Health Consequence	C = 4
Medium Environmental Consequence	C = 5
Major Environmental Consequence	C = 6
Medium Health Consequence	C = 7
Major Health Consequence	C = 8

The consequence values (0 through 8) are selected to align with other risk-based programs and projects currently under development or in use within the ministry as outlined in **Table 2**.

The Question Risk Rating for each regulatory inspection question is derived from an evaluation of every identified consequence and its corresponding likelihood of occurrence:

- All levels of consequence are evaluated for their potential to occur
- Greatest of all the combinations is selected.

The Question Risk Rating quantifies the risk of non-compliance of each question relative to the others. Questions with higher values are those with a potentially more significant impact on drinking water safety and a higher likelihood of occurrence. The highest possible value would be 32 (4×8) and the lowest would be 0 (0×1).

Table 3 presents a sample question showing the risk rating determination process.

TABLE 3:							
Does the Operator in Charge ensure that the equipment and processes are monitored, inspected and evaluated?							
Risk = Likelihood × Consequence							
C=1	C=2	C=3	C=4	C=5	C=6	C=7	C=8
Medium Administrative Consequence	Major Administrative Consequence	Minor Environmental Consequence	Minor Health Consequence	Medium Environmental Consequence	Major Environmental Consequence	Medium Health Consequence	Major Health Consequence
L=4 (Almost Certain)	L=1 (Unlikely)	L=2 (Possible)	L=3 (Likely)	L=3 (Likely)	L=1 (Unlikely)	L=3 (Likely)	L=2 (Possible)
R=4	R=2	R=6	R=12	R=15	R=6	R=21	R=16

Application of the Methodology to Inspection Results

Based on the results of a MRDWS inspection, an overall inspection risk rating is calculated. During an inspection, inspectors answer the questions related to regulatory compliance and input their “yes”, “no” or “not applicable” responses into the Ministry’s Laboratory and Waterworks Inspection System (LWIS) database. A “no” response indicates non-compliance. The maximum number of regulatory questions asked by an inspector varies by: system (i.e., distribution, stand-alone); type of inspection (i.e., focused, detailed); and source type (i.e., groundwater, surface water).

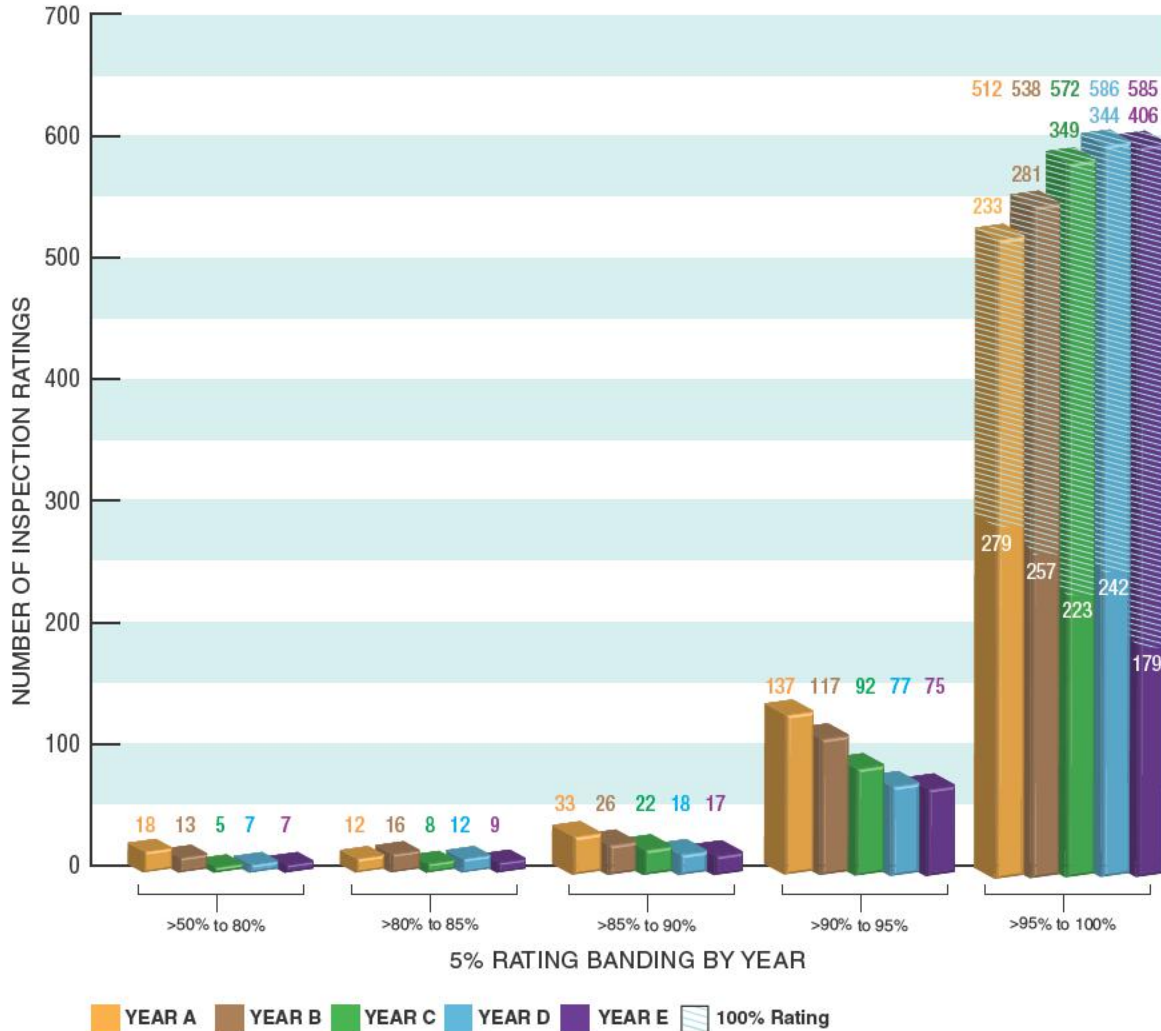
The risk ratings of all non-compliant answers are summed and divided by the sum of the risk ratings of all questions asked (maximum question rating). The resulting inspection risk rating (as a percentage) is subtracted from 100 per cent to arrive at the final inspection rating.

Application of the Methodology for Public Reporting

The individual MRDWS Total Inspection Ratings are published with the ministry's Chief Drinking Water Inspector's Annual Report.

Figure 1 presents the distribution of MRDWS ratings for a sample of annual inspections. Individual drinking water systems can compare against all the other inspected facilities over a period of inspection years.

Figure 1: Year Over Year Distribution of MRDWS Ratings



Reporting Results to MRDWS Owners/Operators

A summary of inspection findings for each system is generated in the form of an Inspection Rating Record (IRR). The findings are grouped into the 14 possible modules of the inspection protocol,

which would provide the system owner/operator with information on the areas where they need to improve. The 14 modules are:

- | | | | |
|-------------------------|------------------------|---------------------------------------|--|
| 1. Source | 5. Process Wastewater | 9. Contingency and Emergency Planning | 12. Water Quality Monitoring |
| 2. Permit to Take Water | 6. Distribution System | 10. Consumer Relations | 13. Reporting, Notification and Corrective Actions |
| 3. Capacity Assessment | 7. Operations Manuals | 11. Certification and Training | 14. Other Inspection Findings |
| 4. Treatment Processes | 8. Logbooks | | |

For further information, please visit www.ontario.ca/drinkingwater



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: January 13, 2025

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

REPORT NO: FIN 2025-01

SUBJECT MATTER: Revised 2025 OPP Estimate

Recommendation:

That the Revised 2025 OPP Cost Estimate be received for information.

Purpose:

To inform Council of the Revised 2025 OPP Cost Estimate and Revised 2023 Reconciliation.

Background:

A Revised 2025 OPP Cost Estimate was received on December 19, 2024. A copy of the revised estimate and supporting documentation is attached. The revised reconciliation for 2023 actual costs is also included.

Comments/Analysis:

The Township's Revised 2025 Estimated OPP cost is \$691,641 versus the previous 2025 estimate of \$768,490. This represents a decrease of \$76,849 or 10%.

The Revised 2023 Reconciled costs were \$665,742, which is \$99 lower than the original reported Reconciled cost. The discount on 2023 Reconciled Costs was calculated by applying a 44% discount to reconciled OT costs and then a 3.75% discount to the total reconciled costs (after the OT discount had been applied). This year-end adjustment amount will be adjusted through the Provincial 2025 billing for Police costs.

Financial Implications:

The Revised 2025 OPP budget estimate and Revised 2023 Reconciled Costs result in an overall decrease of \$114,291 which will be incorporated into the Township's 2025 Budget.

Strategic Plan Goals:

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

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

Respectfully Submitted by:
Michele Lant, Treasurer
"Submitted electronically"

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

Ontario Police
Provincial provinciale
Police de l'Ontario

Municipal Policing Bureau
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File Reference:

612-20

December 19, 2024

Dear Mayor/Reeve/CAO/Treasurer,

Further to the letter sent to you by the Solicitor General on November 29, 2024, please find attached your revised OPP municipal policing 2025 Annual Billing Statement package.

As per the amended Ontario Regulation 413/23, a discount has been applied to the 2023 year-end reconciliation statement that includes both a 44 per cent discount on reconciled overtime costs as well as a 3.75 per cent discount on total 2023 reconciled costs (after the discount on overtime is applied). Additionally, a 10 per cent discount has been applied to the total 2025 estimated costs.

The Municipal Policing Bureau will be hosting rescheduled webinar information sessions on Wednesday, January 15, 2025 at 2:00 p.m. and on Friday, January 17, 2025 at 9:00 a.m. E-mail invitations will be forwarded to your municipality. The webinar content will be the same on both dates, please accept the invitation for the date that works best for your schedule.

If you have questions about the Annual Billing Statement, please e-mail OPP.MPB.Financial.Services.Unit@OPP.ca.

Yours truly,



S.B. (Steve) Ridout
Superintendent
Commander - Municipal Policing Bureau

OPP 2025 Annual Billing Statement - Revised

Southwold Tp

Estimated costs for the period January 1 to December 31, 2025

Please refer to www.opp.ca for 2025 Municipal Policing Billing General Information summary for further details.

			<u>Cost per Property \$</u>	<u>Total Cost \$</u>
Base Service	Property Counts			
	Household	2,018		
	Commercial and Industrial	<u>67</u>		
	Total Properties	<u><u>2,085</u></u>	189.44	394,973
Calls for Service	(see summaries)			
	Total all municipalities	209,489,870		
	Municipal portion	0.1591%	159.89	333,376
Overtime	(see notes)		11.88	24,775
Prisoner Transportation	(per property cost)		1.67	3,482
Accommodation/Cleaning Services	(per property cost)		<u>5.70</u>	<u>11,885</u>
Total 2025 Estimated Cost			368.58	768,490
10% Discount on 2025 Estimated Costs			<u>(36.86)</u>	<u>(76,849)</u>
Total 2025 Estimated Cost After Discount			<u>331.72</u>	<u>691,641</u>
2023 Year-End Adjustment	(see summary)			(99)
Revised Grand Total Billing for 2025				<u><u>691,542</u></u>
Revised 2025 Monthly Billing Amount				57,629

Notes

A 10% Discount has been applied to the grand total of all 2025 estimated costs. The 2023 Year-End Adjustment also includes discounts applied to 2023 reconciled costs (44% on OT and 3.75% on total reconciled costs), see 2023 reconciled statement page for more information.

OPP 2025 Annual Billing Statement

Southwold Tp

Estimated costs for the period January 1 to December 31, 2025

Notes to Annual Billing Statement

- 1) Municipal Base Services and Calls for Service Costs - The costs allocated to municipalities are determined based on the costs assigned to detachment staff performing municipal policing activities across the province. A statistical analysis of activity in detachments is used to determine the municipal policing workload allocation of all detachment-based staff as well as the allocation of the municipal workload between base services and calls for service activity. For 2025 billing purposes the allocation of the municipal workload in detachments has been calculated to be 50.7 % Base Services and 49.3 % Calls for Service. The total 2025 Base Services and Calls for Service cost calculation is detailed on the Base Services and Calls for Service Cost Summary included in the municipal billing package.
- 2) Base Services - The cost to each municipality is determined by the number of properties in the municipality and the standard province-wide average cost per property of \$189.44 estimated for 2025. The number of municipal properties is determined based on MPAC data. The calculation of the standard province-wide base cost per property is detailed on Base Services and Calls for Service Cost Summary included in the municipal billing package.
- 3) Calls for Service - The municipality's Calls for Service cost is a proportionate share of the total cost of municipal calls for service costs calculated for the province. A municipality's proportionate share of the costs is based on weighted time standards applied to the historical billable calls for service. The municipality's total weighted time is calculated as a percentage of the total of all municipalities.
- 4) Overtime - Municipalities are billed for overtime resulting from occurrences in their geographic area and a portion of overtime that is not linked specifically to a municipality, such as training. Municipalities are not charged for overtime identified as a provincial responsibility. The overtime activity for the calendar years 2020, 2021, 2022, and 2023 has been analyzed and averaged to estimate the 2025 costs. The costs incorporate the estimated 2025 salary rates and a discount to reflect overtime paid as time in lieu. The overtime costs incurred in servicing detachments for shift shortages have been allocated on a per property basis based on straight time. Please be advised that these costs will be reconciled to actual 2025 hours and salary rates and included in the 2027 Annual Billing Statement.
- 5) Court Security and Prisoner Transportation (CSPT) - Municipalities with court security responsibilities in local courthouses are billed court security costs based on the cost of the staff required to provide designated court security activities. Prisoner transportation costs are charged to all municipalities based on the standard province-wide per property cost. The 2025 costs have been estimated based on the 2023 activity levels. These costs will be reconciled to the actual cost of service required in 2025.

There was no information available about the status of 2025 Court Security Prisoner Transportation Grant Program at the time of the Annual Billing Statement preparation.
- 6) Year-end Adjustment - The 2023 adjustment accounts for the difference between the amount billed based on the estimated cost in the Annual Billing Statement and the reconciled cost in the Year-end Summary. The most significant year-end adjustments are resulting from the cost of actual versus estimated municipal requirements for overtime, contract enhancements and court security.

OPP 2025 Estimated Base Services and Calls for Service Cost Summary

Estimated Costs for the period January 1, 2025 to December 31, 2025

Salaries and Benefits	Positions	Base		Total Base Services and Calls for Service	Base Services	Calls for Service	
		FTE	%				\$/FTE
Uniform Members	Note 1						
Inspector		26.56	100.0	187,318	4,975,177	4,975,177	-
Staff Sergeant-Detachment Commander		8.60	100.0	156,717	1,347,770	1,347,770	-
Staff Sergeant		38.53	100.0	168,657	6,498,335	6,498,335	-
Sergeant		226.23	50.7	143,480	32,459,478	16,460,024	15,999,454
Constable		1,618.15	50.7	120,835	195,529,705	99,147,813	96,381,892
Part-Time Constable		11.97	50.7	91,572	1,096,112	555,839	540,272
Total Uniform Salaries		1,930.04			241,906,577	128,984,959	112,921,618
Statutory Holiday Payout				6,207	11,906,411	6,262,929	5,643,483
Shift Premiums				1,129	2,095,821	1,062,740	1,033,081
Uniform Benefits - Inspector				29.47%	1,466,114	1,466,114	-
Uniform Benefits - Full-Time Salaries				36.38%	85,791,541	44,909,750	40,881,790
Uniform Benefits - Part-Time Salaries				18.75%	205,571	104,245	101,326
Total Uniform Salaries & Benefits					343,372,035	182,790,737	160,581,298
Detachment Civilian Members	Note 1						
Detachment Administrative Clerk		164.29	50.7	75,342	12,377,949	6,276,748	6,101,201
Detachment Operations Clerk		3.41	50.7	69,798	238,011	120,750	117,260
Detachment Clerk - Typist		1.74	50.7	62,349	108,488	54,867	53,620
Court Officer - Administration		28.73	50.7	92,124	2,646,719	1,342,245	1,304,474
Crimestoppers Co-ordinator		0.89	50.7	73,240	65,184	32,958	32,226
Cadet		1.62	50.7	51,219	82,974	41,999	40,975
Total Detachment Civilian Salaries		200.68			15,519,324	7,869,568	7,649,757
Civilian Benefits - Full-Time Salaries				36.13%	5,606,608	2,843,009	2,763,599
Total Detachment Civilian Salaries & Benefits					21,125,933	10,712,577	10,413,355
Support Costs - Salaries and Benefits	Note 2						
Communication Operators				6,682	12,896,527	6,782,230	6,114,297
Prisoner Guards				2,061	3,977,812	2,091,915	1,885,897
Operational Support				7,119	13,739,955	7,225,785	6,514,170
RHQ Municipal Support				3,208	6,191,568	3,256,120	2,935,448
Telephone Support				157	303,016	159,355	143,661
Office Automation Support				938	1,810,378	952,070	858,308
Mobile and Portable Radio Support				357	693,298	364,522	328,776
Total Support Staff Salaries and Benefits Costs					39,612,554	20,831,997	18,780,557
Total Salaries & Benefits					404,110,521	214,335,311	189,775,210
Other Direct Operating Expenses	Note 2						
Communication Centre				150	289,506	152,250	137,256
Operational Support				1,112	2,146,204	1,128,680	1,017,524
RHQ Municipal Support				360	694,814	365,400	329,414
Telephone				1,458	2,813,998	1,479,870	1,334,128
Mobile Radio Equipment Repairs & Maintenance				168	326,258	171,540	154,718
Office Automation - Uniform				4,487	8,660,089	4,554,305	4,105,784
Office Automation - Civilian				1,154	231,585	116,485	115,100
Vehicle Usage				10,219	19,723,079	10,372,285	9,350,794
Detachment Supplies & Equipment				1,073	2,070,933	1,089,095	981,838
Uniform & Equipment				2,360	4,583,144	2,409,725	2,173,418
Uniform & Equipment - Court Officer				1,037	29,793	15,109	14,684
Total Other Direct Operating Expenses					41,569,403	21,854,744	19,714,660
Total 2025 Municipal Base Services and Calls for Service Cost					\$ 445,679,925	\$ 236,190,055	\$ 209,489,870
Total OPP-Policed Municipal Properties						1,246,809	
Base Services Cost per Property						\$ 189.44	

OPP 2025 Estimated Base Services and Calls for Service Cost Summary

Estimated Costs for the period January 1, 2025 to December 31, 2025

Notes:

Total Base Services and Calls for Service Costs are based on the cost of salary, benefit, support and other direct operating expenses for staff providing policing services to municipalities. Staff is measured in full-time equivalent (FTE) units and the costs per FTE are described in the notes below.

- 1) Full-time equivalents (FTEs) are based on average municipal detachment staffing levels for the years 2020 through 2023. Contract enhancements, court security, prisoner transportation and cleaning staff are excluded.

The equivalent of 85.71 FTEs with a cost of \$17,779,996 has been excluded from municipal costs to reflect the average municipal detachment FTEs required for provincially-mandated responsibilities eligible for Provincial Service Usage credit.

Salary rates are based on weighted average rates for municipal detachment staff by rank, level, and classification. The 2025 salaries incorporate the 2025 general salary rate increase set in the 2023 to 2026 OPPA Uniform and Civilian Agreements (uniform and civilian staff - 4.75% in 2023, 4.50% in 2024 and 2.75% in 2025.)

The benefit rates are estimated based on the most recent rates set by the Treasury Board Secretariat, (2024-25). Statutory Holiday Payouts, Shift Premiums, and Benefit costs are subject to reconciliation.

Two new premiums were added in these new agreements: a 3% Frontline Patrol Premium (which applies to Constables and Sergeants in Frontline roles only) and a 3% Second-In-Command Premium (which applies to members when temporarily backfilling a short term platoon command position.) An allowance of \$2,101 per Constable FTE and \$3,330 per Sergeant FTE for the Frontline Patrol Premium and \$76 per Constable FTE for the Second-In-Command premium have been included in the salary rates for Constables and Sergeants. These allowances are subject to reconciliation.

FTEs have been apportioned between Base Services and Calls for Service costs based on the current ratio, 50.7% Base Services : 49.3% Calls for Service.

- 2) Support Staff Costs and Other Direct Operating Expenses for uniform FTEs are calculated on a per FTE basis as per rates set in the 2024 Municipal Policing Cost-Recovery Formula.

OPP 2025 Calls for Service Billing Summary

Southwold Tp

Estimated costs for the period January 1 to December 31, 2025

Calls for Service Billing Workgroups	Calls for Service Count					2025 Average Time Standard	Total Weighted Time	% of Total Provincial Weighted Time	2025 Estimated Calls for Service Cost
	2020	2021	2022	2023	Four Year Average				
	A					B	C = A * B		
	Note 1							Note 2	Note 3
Drug Possession	2	3	2	2	2	5.9	13	0.0007%	1,527
Drugs	0	1	0	0	0	88.1	22	0.0012%	2,534
Operational	256	250	251	236	248	3.9	968	0.0532%	111,367
Operational 2	69	65	63	67	66	1.7	112	0.0062%	12,906
Other Criminal Code Violations	12	11	9	13	11	7.1	80	0.0044%	9,188
Property Crime Violations	89	83	100	77	87	6.2	541	0.0297%	62,224
Statutes & Acts	26	50	39	38	38	3.5	134	0.0074%	15,399
Traffic	128	150	139	108	131	3.8	499	0.0274%	57,370
Violent Criminal Code	45	40	22	36	36	14.8	529	0.0291%	60,861
Municipal Totals	627	653	625	577	621		2,898	0.1591%	\$333,376

Provincial Totals (Note 4)

Calls for Service Billing Workgroups	Calls for Service Count					2025 Average Time Standard	Total Weighted Time	% of Total Provincial Weighted Time	2025 Estimated Calls for Service Cost
	2020	2021	2022	2023	Four Year Average				
	A					B	C = A * B		
	Note 1							Note 2	Note 3
Drug Possession	2,803	2,979	2,483	2,363	2,657	5.9	15,676	0.8608%	1,803,207
Drugs	1,127	1,050	797	920	974	88.1	85,765	4.7092%	9,865,380
Operational	178,171	180,823	176,502	180,423	178,980	3.9	698,021	38.3272%	80,291,662
Operational 2	48,046	48,395	46,304	47,019	47,441	1.7	80,650	4.4283%	9,276,939
Other Criminal Code Violations	12,123	12,103	12,206	12,931	12,341	7.1	87,619	4.8110%	10,078,638
Property Crime Violations	46,799	47,403	48,878	49,446	48,132	6.2	298,415	16.3855%	34,325,987
Statutes & Acts	31,261	32,888	32,697	34,047	32,723	3.5	114,531	6.2887%	13,174,266
Traffic	32,067	34,757	38,776	32,713	34,578	3.8	131,397	7.2148%	15,114,318
Violent Criminal Code	19,343	20,055	21,513	22,640	20,888	14.8	309,139	16.9743%	35,559,474
Provincial Totals	371,740	380,453	380,156	382,502	378,713		1,821,214	100%	\$209,489,870

Notes to Calls for Service Billing Summary

- 1) Displayed without decimal places, exact numbers used in calculations
- 2) Displayed to four decimal places, nine decimal places used in calculations
- 3) Total costs rounded to zero decimals
- 4) Provincial Totals exclude data for dissolutions and post-2021 municipal police force amalgamations.

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OPP 2025 Calls for Service Details
Southwold Tp
For the calendar years 2020 to 2023

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2020	2021	2022	2023	
Grand Total	627	653	625	577	620.50
Drug Possession	2	3	2	2	2.25
Drug Related Occurrence	1	1	1	0	0.75
Possession - Heroin	0	1	0	0	0.25
Possession - Methamphetamine (Crystal Meth)	1	0	1	0	0.50
Possession - Other Controlled Drugs and Substances Act	0	1	0	2	0.75
Drugs	0	1	0	0	0.25
Trafficking – Opioid (other than heroin)	0	1	0	0	0.25
Operational	256	250	251	236	248.25
Accident - non-MVC - Commercial	0	0	1	0	0.25
Accident - non-MVC - Master Code	1	1	1	0	0.75
Animal - Bite	0	1	0	1	0.50
Animal - Dog Owners Liability Act	2	3	1	1	1.75
Animal - Injured	7	4	5	10	6.50
Animal - Left in Vehicle	0	1	1	0	0.50
Animal - Master Code	0	0	1	0	0.25
Animal - Other	2	1	2	1	1.50
Animal - Stray	8	10	5	5	7.00
Assist Fire Department	1	3	0	4	2.00
Assist Public	37	31	10	25	25.75
By-Law - Master Code	0	2	1	1	1.00
Distressed / Overdue Motorist	3	2	1	2	2.00
Dogs By-Law	1	0	0	0	0.25
Domestic Disturbance	27	19	18	18	20.50
Family Dispute	15	21	16	15	16.75
Fire - Building	4	5	3	6	4.50
Fire - Other	2	1	2	1	1.50
Fire - Vehicle	3	4	7	1	3.75
Firearms (Discharge) By-Law	1	0	1	0	0.50
Fireworks By-Law	0	0	0	1	0.25
Found - Gun	1	0	0	0	0.25
Found - License Plate	0	1	0	0	0.25
Found - Others	1	0	0	1	0.50
Found Property - Master Code	11	12	9	9	10.25
Insecure Condition - Master Code	0	1	1	0	0.50
Lost - License Plate	0	3	0	1	1.00
Lost - Personal Accessories	0	0	2	1	0.75
Lost - Sporting Goods, Hobby Equip.	0	0	0	1	0.25
Lost Property - Master Code	3	5	2	0	2.50
Medical Assistance - Other	0	1	0	0	0.25
Missing Person 12 & older	1	2	2	2	1.75
Missing Person Located 12 & older	1	0	2	1	1.00
Missing Person under 12	0	0	0	1	0.25
Neighbour Dispute	11	24	21	18	18.50
Noise Complaint - Animal	0	0	0	1	0.25

OPP 2025 Calls for Service Details
Southwold Tp
For the calendar years 2020 to 2023

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2020	2021	2022	2023	
Noise Complaint - Master Code	8	5	6	10	7.25
Noise Complaint - Vehicle	0	1	0	1	0.50
Other Municipal By-Laws	4	6	9	1	5.00
Overdose/Suspected Overdose -Opioid Related	1	0	0	0	0.25
Phone - Master Code	2	2	3	4	2.75
Phone - Nuisance - No Charges Laid	3	2	5	0	2.50
Phone - Other - No Charges Laid	1	1	40	0	10.50
Phone - Threatening - No Charges Laid	1	0	1	0	0.50
Sudden Death - Accidental	0	0	0	1	0.25
Sudden Death - Natural Causes	2	2	3	3	2.50
Suspicious Person	43	31	29	45	37.00
Suspicious vehicle	41	26	27	34	32.00
Text- related Incident (Texting)	0	1	0	0	0.25
Traffic By-Law	0	1	0	0	0.25
Trouble with Youth	2	3	1	1	1.75
Unwanted Persons	3	5	8	4	5.00
Vehicle Recovered - Automobile	1	2	3	3	2.25
Vehicle Recovered - Trucks	1	4	1	1	1.75
Operational 2	69	65	63	67	66.00
911 call - Dropped Cell	12	11	8	15	11.50
911 call / 911 hang up	15	19	19	14	16.75
False Alarm - Accidental Trip	1	1	0	0	0.50
False Alarm - Cancelled	1	0	0	0	0.25
False Alarm - Malfunction	1	0	0	0	0.25
False Alarm - Others	29	25	20	18	23.00
False Holdup Alarm - Accidental Trip	0	0	1	5	1.50
Keep the Peace	10	9	15	15	12.25
Other Criminal Code Violations	12	11	9	13	11.25
Animals - Cruelty	0	1	0	0	0.25
Animals - Kill or injure	0	1	0	0	0.25
Bail Violations - Breach of Recognizance	0	0	3	0	0.75
Bail Violations - Fail To Comply	2	0	2	6	2.50
Bail Violations - Others	1	0	0	1	0.50
Breach of Probation	0	0	1	2	0.75
Disturb the Peace	2	2	1	0	1.25
Obstruct Public Peace Officer	2	1	1	0	1.00
Offensive Weapons - Careless use of firearms	0	0	1	1	0.50
Offensive Weapons - In Vehicle	0	2	0	0	0.50
Offensive Weapons - Other Offensive Weapons	1	0	0	1	0.50
Offensive Weapons - Other Weapons Offences	0	0	0	1	0.25
Offensive Weapons - Possession of Weapons	2	0	0	0	0.50
Offensive Weapons - Restricted	0	1	0	0	0.25
Possess Firearm while prohibited	1	0	0	0	0.25
Possession of Burglary Tools	1	0	0	0	0.25
Public Mischief - mislead peace officer	0	1	0	1	0.50

OPP 2025 Calls for Service Details
Southwold Tp
For the calendar years 2020 to 2023

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2020	2021	2022	2023	
Trespass at Night	0	1	0	0	0.25
Utter Threats to damage property	0	1	0	0	0.25
Property Crime Violations	89	83	100	77	87.25
Break & Enter	14	7	9	5	8.75
Break & Enter - Firearms	0	0	1	0	0.25
Fraud - Account closed	1	0	0	0	0.25
Fraud - False Pretence Under \$5,000	0	0	1	0	0.25
Fraud - Forgery & Uttering	2	0	0	0	0.50
Fraud - Fraud through mails	0	0	1	1	0.50
Fraud - Master Code	3	3	7	6	4.75
Fraud - Money/property/security Over \$5,000	0	2	1	2	1.25
Fraud - Money/property/security Under \$5,000	1	2	5	6	3.50
Fraud - Other	1	10	5	6	5.50
Fraud - Steal/Forge/Poss./Use Credit Card	1	0	0	0	0.25
Identity Fraud	0	0	1	0	0.25
Interfere with lawful use, enjoyment of property	0	1	1	2	1.00
Mischief	13	12	10	12	11.75
Personation with Intent (fraud)	0	2	0	1	0.75
Possession of Stolen Goods over \$5,000	1	0	0	1	0.50
Possession of Stolen Goods under \$5,000	0	1	0	0	0.25
Property Damage	3	0	10	4	4.25
Theft from Motor Vehicles Over \$5,000	0	1	1	1	0.75
Theft from Motor Vehicles Under \$5,000	13	2	5	5	6.25
Theft of - All Terrain Vehicles	0	2	0	0	0.50
Theft of - Automobile	0	2	1	2	1.25
Theft of - Mail	2	0	1	0	0.75
Theft of - Motorcycles	1	1	0	0	0.50
Theft of - Other Motor Vehicles	0	0	1	0	0.25
Theft of - Trucks	2	3	3	4	3.00
Theft of Motor Vehicle	7	10	15	10	10.50
Theft Over \$,5000 - Construction Site	0	0	0	1	0.25
Theft Over \$5,000 - Boat Motor	0	0	1	0	0.25
Theft Over \$5,000 - Building	0	0	1	0	0.25
Theft Over \$5,000 - Other Theft	0	0	1	0	0.25
Theft Over \$5,000 - Persons	0	0	0	1	0.25
Theft Over \$5,000 - Trailers	0	0	0	1	0.25
Theft Under \$5,000 - Bicycles	1	0	0	1	0.50
Theft Under \$5,000 - Construction Site	0	0	2	0	0.50
Theft Under \$5,000 - Farm Agricultural Produce	0	0	1	1	0.50
Theft Under \$5,000 - Farm Equipment	0	1	0	0	0.25
Theft Under \$5,000 - Gasoline Drive-off	8	8	0	0	4.00
Theft Under \$5,000 - Master Code	3	5	6	3	4.25
Theft Under \$5,000 - Other Theft	9	4	8	0	5.25
Theft Under \$5,000 - Persons	0	0	1	0	0.25
Theft Under \$5,000 Shoplifting	2	4	0	1	1.75

OPP 2025 Calls for Service Details
Southwold Tp
For the calendar years 2020 to 2023

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2020	2021	2022	2023	
Unlawful in a dwelling house	1	0	0	0	0.25
Statutes & Acts	26	50	39	38	38.25
Custody Dispute	0	3	1	0	1.00
Family Law Act - Custody/Access order	0	0	0	1	0.25
Landlord / Tenant	4	7	4	6	5.25
Mental Health Act	3	7	10	7	6.75
Mental Health Act - Apprehension	0	2	7	4	3.25
Mental Health Act - Attempt Suicide	1	1	2	2	1.50
Mental Health Act - No contact with Police	1	0	0	0	0.25
Mental Health Act - Placed on Form	2	3	0	3	2.00
Mental Health Act - Threat of Suicide	2	5	7	7	5.25
Mental Health Act - Voluntary Transport	1	2	3	3	2.25
Trespass To Property Act	12	20	5	5	10.50
Traffic	128	150	139	108	131.25
MVC - Fatal (Motor Vehicle Collision)	4	1	0	0	1.25
MVC - Others (Motor Vehicle Collision)	0	1	2	1	1.00
MVC - Pers. Inj. Failed to Remain (Motor Vehicle Collision)	0	1	1	1	0.75
MVC - Personal Injury (Motor Vehicle Collision)	12	12	12	10	11.50
MVC - Prop. Dam. Failed to Remain (Motor Vehicle Collision)	4	5	7	3	4.75
MVC - Prop. Dam. Non Reportable (Motor Vehicle Collision)	50	27	21	31	32.25
MVC - Prop. Dam. Reportable (Motor Vehicle Collision)	58	103	96	60	79.25
MVC (Motor Vehicle Collision) - Master Code	0	0	0	2	0.50
Violent Criminal Code	45	40	22	36	35.75
Abduction Under 14	0	0	0	1	0.25
Assault - Level 1	33	31	7	19	22.50
Assault With Weapon or Causing Bodily Harm - Level 2	4	1	1	2	2.00
Criminal Harassment	1	2	3	3	2.25
Extortion	0	1	2	0	0.75
Indecent / Harassing Communications	1	2	1	5	2.25
Non-Consensual Distribution of Intimate Images	0	0	1	0	0.25
Pointing a Firearm	0	1	0	0	0.25
Robbery - Master Code	0	0	1	0	0.25
Sexual Assault	3	0	4	2	2.25
Sexual offence occurring prior to January 4, 1983	0	1	0	0	0.25
Utter Threats - Master Code	2	0	1	1	1.00
Utter Threats to Person	1	1	0	3	1.25
Voyeurism	0	0	1	0	0.25

OPP 2023 Reconciled Year-End Summary - Revised
Southwold Tp
Reconciled cost for the period January 1 to December 31, 2023

			<u>Cost per Property \$</u>	<u>Reconciled Cost \$</u>	<u>Estimated Cost \$</u>
Base Service	Property Counts				
	Household	1,821			
	Commercial and Industrial	<u>67</u>			
	Total Properties	<u><u>1,888</u></u>	174.11	328,729	312,770
Calls for Service					
	Total all municipalities	187,830,598			
	Municipal portion	0.1789%	177.98	336,019	319,465
Overtime			13.85	26,145	22,203
Prisoner Transportation	(per property cost)		1.45	2,738	2,209
Accommodation/Cleaning Services	(per property cost)		<u>5.06</u>	<u>9,553</u>	<u>9,195</u>
Total 2023 Costs			372.45	703,184	665,842
Discount on 2023 Reconciled Costs	(see notes)		<u>(19.83)</u>	<u>(37,442)</u>	<u>-</u>
Total Revised 2023 Costs			<u>352.62</u>	<u>665,742</u>	<u>665,842</u>
2023 Billed Amount				<u>665,842</u>	
2023 Revised Year-End-Adjustment				<u><u>(99)</u></u>	

Notes

The discount on 2023 Reconciled Costs was calculated by first applying a 44% discount to reconciled OT costs, and then applying a 3.75% discount to the total reconciled costs (after the OT discount had been applied).

The Year-End Adjustment above is included as an adjustment on the 2025 Billing Statement.

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TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: January 13, 2025

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

REPORT NO: FIN 2025-02

SUBJECT MATTER: 2025 Insurance Renewal

Recommendation:

1. That Council approve the 2025 Insurance Programs as set out in the renewal documents provided by Intact Public Entity dated January 8, 2025 (Township) and November 18, 2024 (Cemetery Board).

Purpose:

This report reviews and provides recommendations on insurance coverage for the Township and Cemetery Boards.

Background:

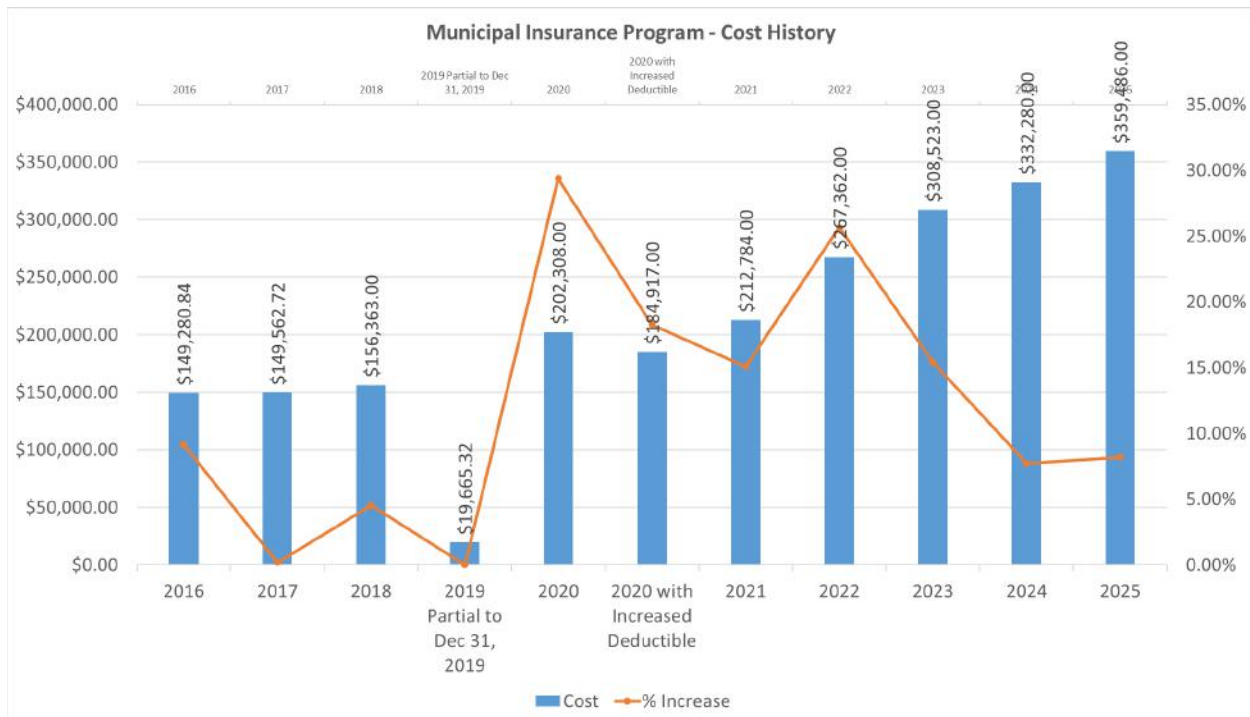
The Township's comprehensive insurance program is provided by Intact Public Entities (formerly Frank Cowan Insurance). Attached to this report is the policy renewal information for 2025. Historically, staff have met with Aran Myers, Regional Manager to review the renewal documents, obtain additional information on the increase in premiums and explore options to contain costs. Unfortunately, staff received the attached renewal documents very close to our council agenda consolidation date, so staff have not been available to meet with Mr. Myers, but since there are no significant changes to our coverage, we are comfortable recommending approval. If Council so desires, Mr. Myers can make himself available at a future date if Council has any questions about the Township's insurance program and coverage provided by Intact Public Entity.

Comments/Analysis:

The current policies expired December 31, 2024. A copy of the proposal for coverage from January 1, 2025 to December 31, 2025 for the Township and Cemetery Boards is attached (Township - Appendix "A", Cemetery Board - Appendix "B").

Most of the increase of \$27,206 or 8.19% is due to the Owned Automobile component. The General Liability component of the premium is showing an increase of \$6,770 or 3.5%. Property coverage is showing an increase of \$3,024 or 5.72%, largely attributed to replacement values being used for building values. The automobile policy is also up by \$16,729 or 25.03%. This is due to a combination of increased replacement values and increased fleet size. Other components are having a minor impact on the overall increase.

Following is a chart illustrating the costs for the Municipal Insurance Program since 2016.



The following is a detailed breakdown by insurance line with a comparison to the 2024 policy. Detailed policies are available upon request.

INSURANCE LINE	2024	2025	\$ Change	% Change
General Liability	\$193,436	\$200,206	\$6,770	3.50%
Errors and Omissions Liability	\$5,744	\$5,974	\$230	4.00%
Non-Owned Automobile Liability	\$216	\$216	\$0	0.00%
Environmental Liability	\$4,216	\$4,385	\$169	4.01%
Crime	\$1,434	\$1,434	\$0	0.00%
Board Members Accident	\$335	\$335	\$0	0.00%
Volunteers' Accident	\$216	\$216	\$0	0.00%
Conflict of Interest	\$324	\$324	\$0	0.00%

Legal Expense	\$1,022	\$1,058	\$36	3.52%
Property				
Property	\$52,842	\$55,866	\$3,024	5.72%
Equipment Breakdown	\$2,206	\$2,316	\$110	4.99%
Automobile				
Owned Automobile	\$66,846	\$83,575	\$16,729	25.03%
Excess				
Follow Form	\$3,443	\$3,581	\$138	4.01%
Total Annual Premium	\$332,280	\$359,486	\$27,206	8.19%

The Cemetery Board policy, while a relatively lower dollar policy is showing an increase of \$259 or 6.01%.

While increased costs are not desirable, the Township has limited options when it comes to municipal insurance. Experience has shown that shopping coverage, while sometimes initially beneficial, often does not lead to long-term savings. Currently the few municipalities that are issuing RFP’s for coverage are seeing limited interest, with often just the incumbent and possibly one other proposal being submitted. These proposals are also seeing significant increases in cost as well. Locally, municipalities have discussed options to work together on joint RFP’s for insurance coverage.

Based on the excellent support and service provided by Intact Public Entity and the many risk reduction and risk management services that are provided as part of the insurance program, staff would recommend renewal of the Insurance Program for 2025, as proposed.

Deductible Level

In 2020 the deductible level was increased to \$15,000. This generated some immediate savings and should be beneficial over the long-term if claims remain minimal. While the deductible could be further increased, staff are not recommending a further increase at this time. The additional savings would be minimal for the added risk.

Insurance Reserve

In 2019 the insurance term was adjusted to follow the calendar year. As a result, the Township was able to start an Insurance Reserve to help mitigate large increases in insurance and assist with paying the increased deductible costs. Following is a summary of reserve transactions, as required by the Insurance Reserve Policy.

Financial Implications:

The increased insurance costs will put upward pressure on the Township Tax Levy of approximately \$27,206. This would translate into an increase to the levy less than 1%. Use of the Insurance Reserve may help to mitigate this increase, however it is not recommended for 2025, given the minimal increase to the overall premium.

Strategic Plan Goals:

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

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

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

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



January 8, 2025

Lisa Higgs
Corporation of the Township of Southwold
35663 Fingal Line,
General Delivery
Fingal, ON N0L 1K0

Re: 2024-2025 Insurance Program

Dear Lisa:

We are now pleased to enclose the renewal documents for this term. All policies have been renewed for a further period of one year from the effective date shown on the policies. The total annual premium developed by these policies is \$ 381,558.88 as per our invoice attached.

Please note the change in Insurer(s) participation % as well as Lloyd's contract number(s).

Attached is a notice providing claims contact information. Please ensure that this notice is included with the policy documents for the Insured. Also attached is a reminder regarding accounts payable information.

Also enclosed is a complete premium breakdown for the entire program.

All coverages provided in these policies are in accordance with those described in our General Insurance Report.

It is important that the Insurance Certificates be forwarded to the applicable parties.

A Certificate of Insurance has been issued for the Equipment Breakdown Policy. As soon as we are in receipt of the actual renewal from the Insuring Company, we will forward same to you.

Automobile Policy:

A refund cheque will be issued for the 2023-2024 OPCF 21B Year End Adjustment.

Automobile Endorsement(s):

The attached OPCF 21B Automobile Endorsement(s) must be signed and returned as soon as possible.

We trust you will find these enclosures satisfactory, but if any clarification is required or if you have any questions pertaining to these documents, please do not hesitate to contact our office.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Aran Myers".

Aran Myers, RIBO
Regional Manager
Intact Public Entities

/mm
Encls.

Intact Public Entities
278 Pinebush Road, Suite 200, Cambridge, Ontario, N1T 1Z6
Toll free 1 800 265 4000 intactpublicentities.ca



January 6, 2025

Lisa Higgs
Southwold Township Cemetery Board
c/o Twp of Southwold
35663 Fingal Line, General Delivery
Fingal, ON N0L 1K0

Re: 2024-2025 Insurance Program

Dear Lisa:

We are now pleased to attach the renewal documents for this term. The policy has been renewed for a further period of one year effective December 31, 2024, for a total annual premium of \$ 4,936.68 as per our Invoice attached.

Please note the change in Insurer(s) participation % as well as Lloyd's contract number(s).

Attached is a notice providing claims contact information. Please ensure that this notice is included with the policy documents. Also attached is a reminder regarding accounts payable information.

All coverages provided in this policy are in accordance with those described in our General Insurance Report.

We trust you will find these attachments satisfactory, but if any clarification is required or if you have any questions pertaining to these documents, please do not hesitate to contact our office.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Aran Myers".

Aran Myers, RIBO
Regional Manager
INTACT PUBLIC ENTITIES

/nc
Attachment(s)

Intact Public Entities
278 Pinebush Road, Suite 200, Cambridge, Ontario, N1T 1Z6
Toll free 1 800 265 4000 intactpublicentities.ca



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: January 13th 2025

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

REPORT NO: CBO 2025-01

SUBJECT MATTER: Activity report December 2024 and Year end report

Recommendation(s):

None – For Council Information.

Purpose:

The update Council on monthly activities since last report

Background:

1. 2023/2024 Capital Project Process:

2023		
Township Office	Budget	Status/Comment
Door lock fob system office	10,000.00	
Parks projects		
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
Keystone Complex		
Barrier/Bollards install to protect playground and septic system	10000.00	Completed
2024		
Parks		
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 2025-001 for comparison report. See attached Schedule B for yearly 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"

 TOWNSHIP OF Southwold	Township of Southwold	
	Permit Comparison Summary	
	Issued For Period January - December	

Current Year to Date 2024				Previous Year to Date 2023			
PERMIT CATEGORY	PERMIT COUNT	FEE	COST OF CONSTRUCTION	PERMIT CATEGORY	PERMIT COUNT	FEE	COST OF CONSTRUCTION
Accessory structures	34	13,175	1,714,800	Accessory structures	34	14,858	2,046,360
Agricultural	10	12,021	2,512,421	Agricultural	16	14,462	5,085,700
Change of Use				Change of Use	2	300	-
Commercial	2	56,822	4,736,042	Commercial	4	3,450	384,900
Demolition	4	1,250	51,000	Demolition	16	2,400	190,402
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	66,743
Plumbing	4	600	26,500	Plumbing	5	600	19,000
Pools	10	1,650	580,320	Pools	13	1,800	664,106
Residential Building	39	53,419	15,342,805	Residential Building	34	56,783	16,905,570
Sewage System	23	11,800	536,400	Sewage system	26	11,500	1,001,500
Signs	8	1,200		Signs	5	750	12,000
Combined Use				Combined Use		-	-
TOTAL	140	201,207	33,164,188	TOTAL	163	108,206	26,396,281

Current Year				Previous Year			
TOTAL PERMIT ISSUED		140			163		
TOTAL DWELLING UNITS CREATED		21			19		
TOTAL PERMIT VALUE		33,164,188			26,396,281		
TOTAL PERMIT FEE		201,207			108,206		
TOTAL INSPECTION COMPLETED(YTD)		1593			2206		

December 2023 Compared to December 2024							
Current Year				Previous Year			
	PERMIT COUNT	FEE	COST OF CONSTRUCTION		PERMIT COUNT	FEE	COST OF CONSTRUCTION
Accessory structures	1	430	40,000	Accessory structures	1	500	6,000
Agricultural	1	340	20,000	Agricultural	1	669	350,000
Change of Use				Change of Use			
Commercial				Commercial			
Demolition	1	150	20,000	Demolition	1		45,000
Heating				Heating			
Industrial Building				Industrial Building			
institutional Building				institutional Building			
Miscellaneous				Miscellaneous			
Plumbing				Plumbing	1		3,500
Pools				Pools			
Residential Building				Residential Building		4,156	
Sewage System				Sewage System		500	
Signs	3	450		Signs			
Combine Use				Combined Use			
TOTAL	6	1,370	80,000	TOTAL	4	5,825	404,500



TOWNSHIP OF SOUTHWOLD

Report to Council

Date: January 13th, 2025

Prepared by: Corey Pemberton Director of Building and Community Services

Report Number: 2025-001

Subject Matter: 2024 Annual Building Report

Background Information:

Below is the total number of permits issued, number of house permits, septic permits, and value of permits to date for the period of 2017-2023.

NOTE: Permits issued for 2021 include a large industrial warehouse.

	2024	2023	2022	2021	2020	2019	2018
Permits Issued	140	155	284	296	160	139	129
House Permits	39	33	109	137	34	19	40
Septic Permits	23	24	31	30	18	15	28
Fees Collected	201,207	101,742	505,840	\$2,783,565	\$241,956	\$101,245	\$81,438
Value	33,164,188	24,726,280	99,663,196	\$708,748,022	\$35,421,669	\$18,852,235	\$19,692, 676

In 2023 Southwold entered a contract with West Elgin to provide building department services. In 2024 West Elgin had a total of 70 permits and 916 inspections. In total Southwold had 140 permits submitted and 1593 inspections completed.

Respectively Submitted by:
Corey Pemberton Director of Building and Community Services
“Submitted electronically”

Approved by:

Lisa Higgs
CAO/Clerk



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: January 13th, 2025

PREPARED BY: Corey Pemberton Director of Building and Community Services

REPORT NO: CBO 2025-02

SUBJECT MATTER: Parks and Trails Master Plan Award

Recommendation(s):

THAT Report CBO 2025-002 relating to the Parks and Trails Master Plan Award, be received for information; and

THAT the proposal submitted by pl.ural for the amount of \$46,765.00 plus HST be accepted.

Purpose:

This report seeks Council's award Parks and Trails Master Plan to pl.ural.

Background:

A key priority for Council has been the support and management of growth within the Township, particularly through planned investments in critical wastewater infrastructure in Talbotville and the Shedden and Fingal growth areas. These infrastructure investments, which are partly funded by the Housing Enabling Water Systems Fund, are expected to accelerate development. Staff anticipate several developers will submit draft subdivision plans for Shedden and Fingal by the end of 2024 and into early 2025. Talbotville and Ferndale also continue to see significant interest, with several projects awaiting additional wastewater treatment capacity.

While the focus has been on essential "hard" infrastructure, such as wastewater systems, Staff have increasingly discussed the impact of this growth on "soft" services, such as parks, trails, and recreational facilities. These amenities play a vital role in creating "complete" communities where people can live, work, and play. Council's Strategic Plan emphasizes goals like Managed Growth and Welcoming and Supportive Communities, which include long-term plans for maintaining and enhancing public infrastructure, including parks and recreational spaces.

Based on the foregoing, Council had previously directed staff to issue a Request for Proposal for a Parks and Trails Master Plan.

Comment/Analysis:

A request for proposal was posted through the Township's electronic bidding system (<https://southwold.bidsandtenders.ca>) and received significant interest with a total of 8 bids submitted at closing. All bids were found to be compliant with the Tender Requirements. The winning proposal is available here: [01-plural_2024-PR-001_proposal.pdf](#).

	Bidder	Total Contract Price (excluding HST)	Averaged Proposal Score
1	Pl.ural	\$46,765.00	92.33
2	Thinc design	\$59,600.00	91.36
3	WSP Canada	\$65,780.00	87.22
4	Republic Urbanism	\$84,905.00	85.68
5	RJ Burnside	\$50,677.12	82.12
6	Monteith Brown	\$74,996.88	80.80
7	Quantum Recreation	\$53,643.20	78.77
8	Concept Dash	\$54,370.00	64.20

The evaluation team, consisting of the Director of Building and Community Services, the Director of Infrastructure and CAO/Clerk scored the proposals. While Pl.ural achieved the highest score, other positive commentary about the proposal from the evaluation team included that the firm specializes in small, rural parks plans, included deliverables that best align with the Township's goal and intention of the master plan, and the firm had completed substantial, customized local research into their submission.

Financial Implications:

Included in the 2025 budget is a request to fund the Master Plan through the Green Lane Community Trust Fund. Otherwise, Council may opt to fund the plan through Parks 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:
Corey Pemberton Director of
Building and Community Services
"Submitted electronically"

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



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: January 13, 2025

PREPARED BY: Lisa Higgs, CAO/Clerk

REPORT NO: CAO 2025-01

SUBJECT MATTER: Activity Report for CAO/Clerk December 2024

Recommendation(s):

None – For Council Information.

Purpose:

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

Meetings/Events*:

Monday, December 2, 2024	Talbotville Industrial Lands - Landowner Information Session
Tuesday, December 3, 2024	Christmas Staff Lunch
Tuesday, December 3, 2024	Coffee with Council
Tuesday, December 3, 2024	Meeting with Landowners - Ag Area Planning Inquiry
Wednesday, December 4, 2024	Managers Meeting
Thursday, December 12, 2024	Southwold Economic Development Committee (CAO Absent)
Tuesday, December 17, 2024	Talbotville WWTP Kick-off Meeting with Consultant
Wednesday, December 18, 2024	Shedden-Fingal WWTP Land Planning Meeting
Thursday, December 19, 2024	Meeting with HR Consultant
Thursday, December 19, 2024	Staff Meeting
Thursday, December 19, 2024	Sanitary Communications Meeting
Monday, December 23, 2024	Shared Services Meeting with Dutton Dunwich and West Elgin
Monday, December 23, 2024	Planning Memorandum - Shedden Municipal Lands Meeting

***NOTE:** The CAO/Clerk was absent for 2 weeks in December – 1 week for vacation and 1 week for a medical leave.

Recruitment/Staffing

The Township CAO/Clerk announced their resignation in December 2024. A report is on the agenda for the January 13th meeting in Closed Session for Council to consider various options for replacement.

Grant Application Progress and Updates

The municipality was successful on the following grant applications for 2024. As new applications are submitted for 2025, they will be added to this list:

- Community Emergency Management Preparedness Grant – New Generator and Portable Radios – *SUCCESSUL – Funding of \$50,000.00*
- Fire Marshal’s Public Fire Safety Council – New Smart Boards for Fire Halls – *SUCCESSFUL – Funding of \$1,950.03*
- Enabling Housing Water Systems Fund Grant – *SUCCESSFUL* –Signed Transfer Payment Agreement for \$27.8 Million for Shedden & Fingal Sanitary Servicing
- Fire Protection Grant – *SUCCESSFUL* – Transfer Payment Agreement on Agenda for January 13th meeting.
- 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. The CAO/Clerk met with CAOs from both respective municipalities and they communicated their satisfaction with all shared services. A report in Closed Session on January 13th looks at expanding shared services further.

Policy Development

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

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:

Project	Budget	Status/Comments
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.

The 2025 budget has been circulated to Council and will be presented at special budget meetings in January.

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: January 13th, 2025

PREPARED BY: Lisa Higgs, CAO/Clerk

REPORT NO: CAO 2025-02

SUBJECT MATTER: Emergency Management By-Law and Plan Update

Recommendation:

THAT the report titled "Emergency Management By-Law and Plan Update" from the CAO/Clerk be received as information;

AND THAT Council give consideration to By-Law No. 2025-03, included on the January 13th 2025 Agenda.

Purpose:

The purpose of this report is to provide more information to Council on amendments recommended to the Emergency Management Plan and to provide information on the proposed all-encompassing Emergency Management By-Law included on the January 13th 2025 Agenda.

Background:

Under the Emergency Management and Civil Protections Act (EMCPA), all municipalities are required to have an emergency management (EM) program, emergency response plan (ERP), and By-Law that adopts and/or appoints the EM program, emergency response plan, and Community Emergency Management Coordinator (CEMC). Until recently, this was typically done using three separate By-Laws, numbered 2023-71, 2022-100, and 2023-54 in Southwold.

Emergency Management Ontario (EMO) has created a draft template all-encompassing By-Law that speaks to all aspects of emergency management and has recommended that municipalities in Ontario move toward adopting the all-encompassing By-Law.

Comment:

The new all-encompassing By-Law adopts the program and plan, appoints the primary and alternate CEMCs, as well as the Township's Emergency Management Program Committee (EMPC), and Municipal Emergency Control Group (MECG). This By-Law

will still allow for administrative changes to be made, as needed, allowing effective and efficient maintenance of the EM program overall.

Staff, in consult with Elgin County’s Emergency Management Department took the opportunity to update the Emergency Response Plan. These changes are primarily administrative to align with the all-encompassing By-law and update or remove outdated information, as required.

It should be noted that currently, the Township accesses staff from Elgin County to serve as the CEMC for the Township. This was a shared service that was piloted in 2019 and has evolved over the years depending on staffing availability at the County. Elgin County staff have recently expressed concerns about maintaining the existing service level and are recommending a new service agreement which offers Elgin County support in achieving annual compliance and supporting annual exercises, but that ultimately recommends that a local CEMC be appointed. Staff are waiting for updated agreements from Elgin County with respect to the service being offered to support Southwold’s EM program. There may be a subsequent amendment required to the By-Law when the County agreement is finalized and a local CEMC is ready for appointment.

Financial Implications:

There are no financial implications for Southwold with the adoption of the new all-encompassing By-Law.

Strategic Plan Goals:

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

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

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



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: January 13th, 2025

PREPARED BY: Lisa Higgs, CAO/Clerk

REPORT NO: CAO 2025-03

**SUBJECT MATTER: Strategic Communications Plan – Shedden & Fingal
Sanitary Servicing Project**

Recommendation:

THAT the report titled “Strategic Communications Plan – Shedden & Fingal Sanitary Servicing Project” from the CAO/Clerk be received as information;

AND THAT Council approve the recommended strategic communications approaches suggested for the Shedden and Fingal Sanitary Servicing Project.

Purpose:

The purpose of this report is to inform Council about the objectives and intended products to be developed as part of a Strategic Communications Plan which is designed to share information with community members and key stakeholders throughout the Fingal-Shedden Sanitary Servicing Project.

Background:

The sanitary servicing project impacting Fingal and Shedden is a transformative effort initiating significant change in our small communities and will require substantive construction which requires strategic communication efforts. The attached communications strategy acknowledges that there will need to be many different media products used in diverse ways to communicate with various parties for diverse purposes. For example, while some products are used simply to provide general information to the public at large, most elements of the Fingal and Shedden redevelopment significantly benefit when the Township has active engagement with residents to hear their concerns about proposed growth and to learn about individual property details.

Comment:

Attached to this report is a proposed communications strategy which outlines the key communications tools that will be used to ensure ongoing transparency and information exchange with all interested parties in Shedden and Fingal.

Notably, staff wants to highlight the main six components of the strategy:

- 1) A Dedicated Municipal Webpage
 - a. A dedicated webpage will allow for regularly posted project updates and a centralized spot for information
 - b. Staff are seeking options to utilize engagement platforms available at Elgin County, and if not available, will use existing tools on one of Southwold's pages

- 2) A Public Information Centre
 - a. Public Information Centre will serve as a key resource for community members to access important details about the project.
 - b. Staff envision an open-house format with poster boards and municipal staff and engineering consultants to answer technical questions
 - c. Staff are seeking Council feedback on including a Town Hall element. There are benefits on having a portion of the night be a Town Hall in ensuring that community members receive consistent messaging, however this can be difficult to schedule and makes it more difficult for everyone to attend at once.
 - d. Staff recommend that the PIC happen in February and have a proposed date of February 19th, 2025. The PIC introduces to the public the Union Road reconstruction project in Shedden which, depending on tender receipt, should be starting in Spring. Staff will be seeking information from the residents on property information (i.e. preferred location of PDC) and want to communicate construction plans with the residents.

- 3) WWTP Construction
 - a. While not anticipated to be disruptive to individual property owners, various products will be required for residents to understand the construction elements and ongoing operations of the WWTP and to help mitigate misinformation about the plant and misdirected concerns

- 4) Conveyance System in Shedden and Fingal
 - a. The construction of the conveyance system in Shedden and Fingal is disruptive to individual property owners, since the road reconstruction will mean that there will construction related inconveniences adjacent to their properties. Residents typically have concerns related to property access, emergency services, mail service, safety, water service, pedestrian access,

dust, etc. during construction. The strategy suggests various products to help support residents during the many different phases of construction.

5) Financial Information

- a. Interested parties, including residents and developers may be interested in learning about potential connection costs (and policies surrounding that connection including building permit processes). Clear communications will help answer these questions and provide clarity and corrections to any misinformation in the community.

6) Land Use Planning

- a. The advent of sanitary servicing introduces new development in the community and many prescribed public meetings and communication with neighbouring residents. Staff are proposing various products to support the prescribed notices and meetings mandated by the Planning Act.

Financial Implications:

Adopting the strategic communications plan has minimal financial implications for the municipality. All communications products will be developed in house and hosted on municipally-owned platforms as much as possible. There may be minimal printing costs for oversized prints or posterboards and minimal postage costs.

Strategic Plan Goals:

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

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

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



TOWNSHIP OF
Southwold

SHEDDEN-FINGAL SANITARY SERVICING

STRATEGIC COMMUNICATIONS PLAN

Prepared: January 2025

Table of **CONTENTS**

01 Purpose

02 Objectives

03 Situational Analysis

04 Project Components



Purpose

Effective project communication stems from thorough preparation and proactively conveying the benefits of the project early in the process. The purpose of this Strategic Communications Plan is to define the Shedden-Fingal Sanitary Servicing Project and identify the communications and engagement goals. It will outline the communications and engagement activities during construction for each element of the project. The Shedden-Fingal Sanitary Servicing Project signifies transformative development in our community and the subsequent construction and growth will add challenges to residents, business and the community. Improved communications will better facilitate this project with an effective engagement with impacted parties.

Objectives



Clarity

- Clearly define the Wastewater Treatment Plant Project to ensure all interested parties understand its purpose, scope, and impact.



Transparency

- Identify and communicate the engagement goals of the Strategic Communications Plan, fostering trust and accountability throughout the process.



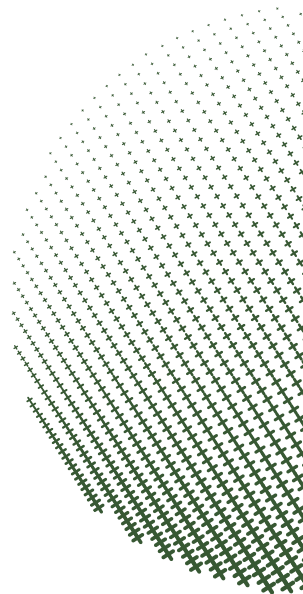
Inclusivity

- Actively involve residents and interested community members in the decision-making and feedback process, ensuring diverse voices are heard and considered.



Responsibility

- Demonstrate fiscal responsibility by thoughtfully planning communications and creating cost-effective, impactful marketing materials that align with the project's objectives.



These objectives collectively aim to build trust, foster collaboration, and ensure the successful execution of the project.

Situational Analysis

The Township of Southwold successfully secured approximately \$28 million in funding from the Housing Enabling Water Systems Fund for the Shedden-Fingal Sanitary Servicing Project. An official announcement was held in the Township, with Provincial representatives in attendance, to share details about the anticipated residential and economic development enabled by this new infrastructure.

An immediate challenge that emerged following the announcement was the perpetuation of misinformation about the project among residents. There have been inquiries and some concerns from community members regarding development, growth, and the requirements for utilizing new infrastructure, particularly related to potential financial implications. It is essential that residents and businesses have a clear understanding of the impacts of projected growth, the benefits that development will bring to the community, and who will be required to connect to the new wastewater infrastructure. The Strategic Communications Plan will address these issues thoughtfully, incorporating community feedback to ensure that all perspectives are considered.

To address communications challenges, it is essential to ensure clear, concise, and consistent communication across all channels. This includes messaging from Council, staff, media, and through municipal platforms such as the website and social media. The Strategic Communications Plan will be designed to achieve this objective effectively.



Project Components

The Strategic Communications Plan aims to identify each component of the Shedden-Fingal Sanitary Servicing Project. It will clearly define the various modalities employed to achieve its objectives. Each modality will be detailed, including its specific purpose and role in supporting the plan's overall goals, ensuring a cohesive and effective approach to communication and engagement.

Six Components



Dedicated Municipal Webpage



Public Information Centre



Wastewater Treatment Plant Construction
Communication Products



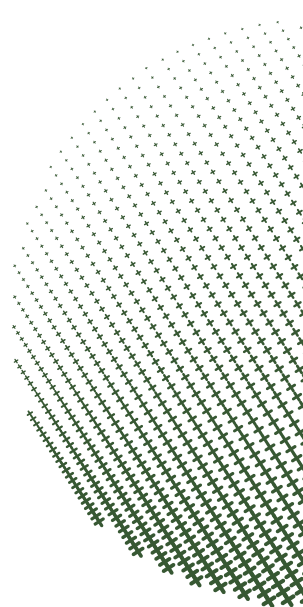
Conveyance System - Shedden-Fingal
Communication Products



Financial Information



Land Use Planning Notices and
Public Engagement



Dedicated Municipal Website



The Municipal Website is a central location for all municipal information. It serves as a platform where residents and interested parties can access timely, accurate, and detailed information. It will inform and engage the public throughout all aspects of the Shedden-Fingal Sanitary Servicing Project.

- Informing the Public:
 - Regularly posted project updates
 - Educational Content
 - FAQ's
 - Engaging the Community:
 - Public Information Centre Notices
 - Public Meeting Announcements
 - Service Interruption Notices
-

Modalities

Key Component	Strategy	Purpose
Website	Notice FAQ's Information Sheets One-Page Primer	To provide a centralized location where the public can access detailed information on the Shedden-Fingal Sanitary Servicing Project. It aims to foster community engagement, ensure transparency, and minimize any concerns related to the project.

Public Information Centre



The Public Information Centre will serve as a key resource for community members to access important details about the project. It will leverage multiple modalities, including:

- **Information Sheets:** Concise documents providing an overview of key topics.
- **FAQs:** Addressing common questions to clarify details and address concerns.
- **Speech by the Mayor:** Offering insights and fostering community trust and engagement.
- **Poster Boards:** Visual presentations of project highlights, timelines, and impacts.

Modalities

Key Component	Strategy	Purpose
Notices	Mailed Website Social Media	To inform the public about the upcoming Public Information Centre, where they can access detailed information on the Shedden-Fingal Sanitary Servicing Project. This event will provide community members with an opportunity to learn about the project, ask questions, and engage with the planning process. Through clear and accessible communication channels, notices aim to encourage widespread attendance and participation.
Sign-In Sheets	Prepared and retained by staff	The sign-in sheet serves as a tool to track attendance, build a contact list, demonstrate engagement, and gauge interest. This ensures effective communication and fosters ongoing collaboration throughout the project.
Agenda	Prepared by staff	To provide a structured outline for the meeting, ensuring that it runs smoothly and efficiently while covering all necessary topics. It helps attendees understand what will be discussed, in what order, and what the objectives of the meeting are.



Key Component	Strategy	Purpose
Information Sheets	Prepared and distributed by staff	By utilizing clear, concise materials, the information sheets will ensure attendees can quickly understand key details about the Shedden-Fingal Sanitary Servicing Project and feel empowered to ask questions and provide feedback.
Mayor Speaking Points	Prepared by staff and presented by Mayor	To provide a structured and focused outline for the mayor's remarks, ensuring clarity, consistency, and effectiveness when addressing the audience. Speaking points will help the mayor stay on message, maintain control of the conversation, and ensure that key topics and goals are communicated.
FAQ's	Prepared and distributed by staff	To provide clear, concise, and accessible information to attendees, helping to address common concerns and queries efficiently. FAQs help ensure that participants understand key aspects of the project or issue being discussed, as well as the process involved.
Poster Boards	Designed by staff and prepared by third party printing company	To serve as a visual and information tool to communicate key details about the project in a clear, engaging, and easily digestible format. These boards typically display maps, diagrams, charts, timelines, and other relevant information to help attendees understand the scope, impact, and purpose of the project.

Wastewater Treatment Plant Construction



A wastewater treatment plant is a facility designed to treat and clean wastewater before it is released back into the environment. The primary goal of a wastewater treatment plant is to remove contaminants from waste, making the water safe to discharge.

The Shedden-Fingal Sanitary Servicing Project will enable additional residential units as well as mixed-use commercial development. It will serve as a revitalization to the downtown core of Shedden and Fingal, and serve as an advent to further Southwold's vision of complete communities.

Modalities

Key Component	Strategy	Purpose
Notice of Construction	Mailed	To inform the public and affected parties about upcoming construction activities for the Wastewater Treatment Plant. The notice will provide essential details about the construction project, including its scope, timeline, potential disruptions, and contact information for inquiries or concerns.
Website Pages	Prepared and maintained by staff	To serve as an informative and transparent communication platform for the public and the broader community. The webpage will provide essential details about the project, including its objectives, timeline, environmental impact, and how it will affect local residents. It aims to foster community engagement, ensure transparency, and minimize any concerns related to construction activities.
One-page Primer	Prepared and distributed by staff	To serve as an introductory guide to help individuals understand the basic concepts, processes, and functions of a WWTP. It will simplify the complex and technical nature of wastewater treatment, making it accessible to a wider audience.

Wastewater Treatment Plant Construction



Key Component	Strategy	Purpose
FAQ's	Prepared and distributed by staff	To provide clear, concise, and accessible information regarding the wastewater treatment plant construction. FAQs help ensure that community members understand key aspects of the project.
Media Lines	Prepared by staff	Pre-prepared, concise statements or responses designed to address specific issues or topics relating to the wastewater treatment plant construction. They serve as a tool to effectively control and guide messaging and ensure consistent and accurate communication.
Articles in Newsletters	Tax newsletters Southwold in Motion newsletters Prepared and distributed by staff	To serve as a central communication tool to keep community members and interested parties informed, engaged, and up-to-date on the construction project. These articles will provide valuable information, promote transparency, and reinforce key messages.

Conveyance System - Shedden & Fingal



A conveyance system refers to the infrastructure and processes used to transport materials, such as wastewater, from one location to another.

In the context of the Shedden-Fingal Sanitary Servicing Project, the conveyance systems play a critical role in directing flow from its source to the treatment facility, ensuring efficient and environmentally responsible handling.

Modalities

Key Component	Strategy	Purpose
Notice of Construction	Mailed	To inform the public and affected parties about upcoming construction activities for the conveyance system. The notice will provide essential details about the construction project, including its scope, timeline, potential disruptions, and contact information for inquiries or concerns.
Website	Prepared and maintained by staff	To serve as an informative and transparent communication platform for the public and the broader community. The webpage will provide essential details about the project, including its objectives, timeline, environmental impact, and how it will affect local residents. It aims to foster community engagement, ensure transparency, and minimize any concerns related to construction activities.
Road Closure Notices	Mailed Website Social Media	To inform the public about temporary restrictions or complete closures of roads due to construction. These notices play a vital role in ensuring safety, minimizing disruptions, and keeping the community informed.

Conveyance System - Shedden & Fingal



Key Component	Strategy	Purpose
<p>Connection Fee and Processes Information Sheets</p>	<p>Prepared and distributed by staff</p>	<p>By utilizing clear, concise materials, the information sheets will ensure community members can quickly understand key details about processes to connect to the conveyance system as well as any financial implications as a result. It will also include permit information and decommission advice.</p>
<p>FAQ's</p>	<p>Prepared and distributed by staff</p>	<p>To provide clear, concise, and accessible information to address common concerns and queries relating to the conveyance system construction efficiently. FAQs help ensure that key aspects of the project, as well as the process involved are easily understood.</p>
<p>Media Lines</p>	<p>Prepared by staff</p>	<p>Pre-prepared, concise statements or responses designed to address specific issues or topics relating to the conveyance system construction. They serve as a tool to effectively control and guide messaging and ensure consistent and accurate communication.</p>
<p>Articles in Newsletters</p>	<p>Tax newsletters Southwold in Motion newsletters Prepared and distributed by staff</p>	<p>To serve as a central communication tool to keep community members and interested parties informed, engaged, and up-to-date on the construction project. These articles will provide valuable information, promote transparency, and reinforce key messages.</p>

Financial Information



Communicating financial information effectively is crucial for fostering trust, accountability and informed decision-making.

In the context of the Shedden-Fingal Sanitary Servicing Project, these communications ensure clear, concise information is provided, reducing the perpetuation of misinformation.

Modalities

Key Component	Strategy	Purpose
One-page Primer	Prepared and distributed by staff	To serve as a guide to understand the financial implications of the Shedden-Fingal Sanitary Servicing Project. It will include financing options, details about the user-pay system, estimated connection costs, and potential tax implications. Additionally, it will provide a step-by-step guide on the "how-to's" of financing, ensuring that interested parties understand the available options and processes for managing costs effectively. It will simplify the complex and technical nature of financing, making it accessible to a wider audience.
FAQ's	Prepared and distributed by staff	To provide clear, concise, and accessible information regarding the financial aspects of the project. FAQs help ensure that community members and interested parties understand key aspects of the project.
Media Lines	Prepared by staff	Pre-prepared, concise statements or responses designed to address specific issues or topics relating to the financing aspects of the Shedden-Fingal Sanitary Servicing Project. They serve as a tool to effectively control and guide messaging and ensure consistent and accurate communication.

Financial Information



Key Component	Strategy	Purpose
Website	Prepared and maintained by staff	To serve as an informative and transparent communication platform for the public and the broader community. The webpage will provide essential details about the project relating to financial information. It aims to foster community engagement, ensure transparency, and minimize any concerns related to construction activities.
Applications	Prepared and reviewed by staff	To provide clear and concise directions to apply for sanitary servicing connects that include details relating to the costs and payment options.

Land Use Planning



As the Shedden-Fingal Sanitary Servicing Project will provide for transformative development in the community, effective land use planning processes will guide the management of land within the community, ensuring that resources are utilized effectively while balancing environmental, social and economic considerations.

Modalities

Key Component	Strategy	Purpose
One-page Primer	Prepared and distributed by staff	To serve as a comprehensive guide to understanding the various planning processes involved. It will provide detailed explanations of how each planning process operates. Additionally, the guide will highlight the role of public input, detailing how feedback is gathered, analyzed, and integrated into decision-making to ensure community needs and concerns are addressed effectively.
FAQ's	Prepared and distributed by staff	To provide clear, concise, and accessible information regarding planning processes. FAQs help ensure that community members and interested parties understand key aspects of the project.
Website	Prepared and maintained by staff	To serve as an informative and transparent communication platform for the public and the broader community. The webpage will provide essential details about the planning processes and how community feedback is integrated into decision making. It aims to foster community engagement, ensure transparency, and minimize any concerns related to planning processes.

Land Use Planning



Key Component	Strategy	Purpose
Media Lines	Prepared by staff	Pre-prepared, concise statements or responses designed to address specific issues or topics relating to the planning processes and how community feedback is integrated. They serve as a tool to effectively control and guide messaging and ensure consistent and accurate communication.
Articles in Newsletters	Tax newsletters Southwold in Motion newsletters Prepared and distributed by staff	To serve as a central communication tool to keep community members and interested parties informed, engaged, and up-to-date on planning projects. These articles will provide valuable information, promote transparency, and reinforce key messages.
Social Media Campaign	Prepared and maintained by staff	A strategic initiative designed to achieve specific goals through social media platforms. These campaigns use targeted content and engagement strategies to connect with audiences and spread messages about planning projects and their processes.
Flow Charts	Prepared by staff	To serve as a simplified graphic to assist in understanding the various planning processes. It will provide detailed explanations of how each planning process operates.
Public Notices	Prepared by staff and mailed	To inform the public and affected parties about upcoming planning activities, following legislative requirements. The notices will provide essential details about the planning purpose and options for public input.



Council Highlights

Thursday,
December 12, 2024

In This Issue:

Council Receives Annual Committee Reports

County Council to Oversee Museum Directly

County Appoints ADR Chambers Inc. as Integrity Commissioner/Closed Meeting Investigator

Contract Awarded for Village of Fingal Reconstruction

County Establishes Two New Restricted Parking Zones

New Structure for Council Meetings

Elgin County Prioritizes Safety with Updated Emergency Plan and By-Law



Council Receives Annual Committee Reports

At the December 12, 2024 County Council meeting, Council members received annual update reports from several key committees providing an overview of their activities in 2024 and proposed initiatives for the upcoming year.

The reports, presented by each committee, highlighted their respective mandates, accomplishments, and plans for 2025. Committees that shared their updates included the Land Division Committee, Finance Committee, Terrace Lodge Redevelopment Steering Committee, Rural Initiatives and Planning Advisory Committee, Human Resources Committee, Museum Advisory Committee, and Growth Planning Steering Committee.

These reports give Council and the public an in-depth look at the valuable work being done at the committee level, ensuring that Elgin County remains on track to meet its long-term goals.

The full Committee Reports are available as part of the December 12, 2024 County Council Agenda Package.

County Council to Oversee Museum Directly

Elgin County Council approved the dissolution of the Elgin County Museum Advisory Committee (ECMAC) and replacement of it with direct oversight by Elgin County Council. Established in 2007, ECMAC served as an advisory body for matters such as exhibitions, events, policy reviews, and museum liaison. Initially, the Committee had representation from the Women's Institutes (WI), the Imperial Order Daughters of the Empire (IODE), and the Elgin County Tourist Association, all of which have since diminished or dissolved. The Committee currently includes members from Elgin County Council, the agricultural community, and other local museums, but there is a vacancy for a WI representative.

The Committee has faced challenges, including low attendance and an inability to meet quorum, with the last two meetings failing to do so. After consulting Committee Members, it was agreed that a new governance model would better address these issues. Similar to other County departments (such as the Elgin County Library and Archives), the Museum will report directly to the County Council without the need for an advisory committee.

The Museum has an exciting year ahead with a photography exhibit to run from January to June. In July, an exhibit about Jumbo will open. It will coincide with the 140th anniversary of Jumbo's death and will run into early 2026. A semi-permanent exhibition will be mounted in the back section of the museum, drawn from the permanent collection. Selections will be made to highlight aspects of the County's history and to represent, where possible, the individual municipalities. Collections work will focus on continuing the collections review and identifying items for transfer or deaccession and updating records and photographs in the online database.



Council Appoints ADR Chambers Inc. as Integrity Commissioner/Closed Meeting Investigator

Elgin County's contract for Integrity Commissioner and Closed Meeting Investigator services expires at the end of 2024, and Council directed a new procurement process for a 2½-year contract. An RFQ was issued on November 12, 2024, and closed on November 29, 2024, with four bids received from the following firms: Deloitte LLP, Ross & McBride LLP, ADR Chambers Inc., and Lerner LLP.

The RFQ required firms to meet minimum qualifications, including at least five years of experience in municipal integrity services, expertise in areas such as Municipal Conflict of Interest Act compliance, mediation, communication, investigations, adjudication, and municipal government. The lowest compliant bid was from ADR Chambers Inc. at a rate of \$300 per hour for both services.

ADR Chambers has proposed Michael Maynard as the Integrity Commissioner and Closed Meeting Investigator. Maynard has been serving in these roles since 2018 and currently works with 18 Ontario municipalities and three school boards.

Contract Awarded for Village of Fingal Reconstruction Project

Council approved awarding the engineering services contract for the Village of Fingal Reconstruction project to AECOM Canada Ltd. for \$628,039 (excluding HST). The contract covers the provision of engineering services, including project engineering, detailed design, tender preparation, inspection, and contract administration for the reconstruction of Township and County roads and full municipal servicing in the Village of Fingal. This project is a collaboration between the County of Elgin and the Township of Southwold. The County oversees Union Road, Fingal Line, and associated stormwater systems, while the Township is responsible for sanitary sewer, water systems, local roads, and pedestrian facilities.



Council Establishes Two New Restricted Parking Zones

Elgin County Council established restricted parking in two areas along County roads to improve traffic safety and flow.

The first area is Fulton Street (CR 41) in the Village of Vienna, where the Municipality of Bayham requested parking restrictions between Elm Street and Snow Street. Parked vehicles on the grass boulevard in this section of road create potential hazards due to restricted sightlines and the existing road geometry.

The second area is St. George Street (CR 26) in the Municipality of Central Elgin, which was recently reconstructed to include narrower 3.35-meter travel lanes as a traffic calming measure. The 6.7-meter width between curbs does not accommodate on-street parking, and vehicles that attempt to park there obstruct traffic and pose safety risks. Therefore, staff recommended restricting parking along St. George Street. To minimize sign clutter, restricted parking signs will be placed at both ends of the street. If parking violations continue, additional "No Parking" signage will be installed.



New Structure for Council Meetings

Elgin County Council has approved a new structure for Council meetings, which will be incorporated into a draft of the procedural by-law for Council's review in the new year. Currently, Elgin County Council uses a structure that combines Committee of the Whole within the Council meeting format. Under this structure, all actions from Committee of the Whole are approved immediately following discussion during the same meeting.

The new structure will separate Council and Committee of the Whole into distinct meetings, though they will still occur on the same day. Items discussed in Committee of the Whole will not be approved until the following regular Council meeting, two weeks later. This change will allow time for public comment and further discussion if deemed necessary by Councillors.

Elgin County Prioritizes Community Safety with Updated Emergency Plan and By-Law

Elgin County's Emergency Management by-law was established in 2018 and did not fully align with the requirements of the Emergency Management and Civil Protection Act (EMCPA). During the 2023 compliance process, Emergency Management Ontario (EMO) recommended that Elgin County adopt an all-encompassing by-law to ensure better alignment.

Council adopted a new by-law that adopts the emergency management program and plan, and formally appoints the primary and alternate Community Emergency Management Coordinators (CEMCs), along with the County's Emergency Management Program Committee (EMPC) and Municipal Emergency Control Group (MECG). This updated by-law also provides flexibility for future administrative changes, ensuring the ongoing effectiveness and efficiency of the emergency management program.

In addition to the new by-law, the Emergency Management (EM) Department has taken the opportunity to update the Emergency Response Plan (ERP). These updates are primarily administrative, aligning the ERP with the new by-law and removing or updating outdated information to ensure it remains relevant and effective.



For the complete **December 12, 2024 Agenda Package**, please visit the following link:
[County Council Agenda Package](#)

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto (Ontario) M7A 2J3
Tél. : 416 585-7000



234-2024-5801

December 12, 2024

Dear Head of Council,

I am pleased to inform you of the introduction of the proposed Municipal Accountability Act, 2024 on December 12, 2024, which, if passed, would make changes to the *Municipal Act, 2001* and *City of Toronto Act, 2006* to strengthen the municipal code of conduct and integrity commissioner framework.

I appreciate the valuable feedback we have received from municipalities and share your commitment to safe and respectful workplaces. The proposed changes, if passed, would:

- enable the creation of a standard municipal code of conduct and standard municipal integrity commissioner investigation processes to help ensure consistency across all Ontario municipalities;
- create a role for the Integrity Commissioner of Ontario in municipal code of conduct and integrity commissioner matters, including providing training to municipal integrity commissioners; and
- establish a mechanism to remove and disqualify members of council and certain local boards for a period of four years for the most serious code of conduct violations following a recommendation from the local integrity commissioner, a concurring report from the Integrity Commissioner of Ontario, and a unanimous vote of council.

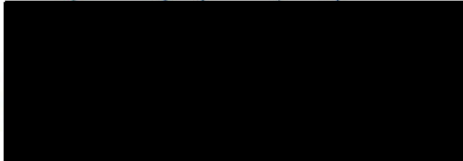
In the coming months, I will want to hear your feedback on the Bill as well as other matters regarding local accountability regimes. I look forward to seeing many of you at the upcoming Rural Ontario Municipal Association conference, where we will have the opportunity to discuss these changes and other matters of importance to your communities.

If passed, important work to develop the regulations to support this new framework would lie ahead, and I remain committed to engaging with you throughout that process. Our intention is to have these changes in effect for the new term of councils beginning in Fall 2026 to ensure there is adequate opportunity for local implementation.

For more information on these amendments, please see the [news release](#). To share your comments on the proposed legislation, please see a posting on the [Regulatory Registry](#) that will be open for comments for 60 days.

If you have any questions regarding these new provisions, please contact your local [Municipal Services Office](#) with the Ministry of Municipal Affairs and Housing.

Sincerely,



Hon. Paul Calandra
Minister of Municipal Affairs and Housing

- c: Jessica Lippert, Chief of Staff
- Owen Macri, Deputy Chief of Staff
- Martha Greenberg, Deputy Minister
- Caspar Hall, Assistant Deputy Minister, Local Government Division
- Sean Fraser, Assistant Deputy Minister, Municipal Services Division
- Municipal Clerks and CAOs



THANK
YOU

This beautiful artwork was done by a little girl at our Drop-In Play Group at Fresh Start

Dear Township of Southwold,

Thank you so much for your donation \$50.00 to Fresh Start Support Services in memory of Herb Pennings.

Your generous tribute enables us to continue to provide support to the pregnant and parenting women in our community. It allows us to provide these families with a safe and supportive environment while offering programming that will aid these families in ending the cycle of hurt and poverty. It allows us to help sever cycles of trauma and to foster attachment in the infant-parent relationship. Thank you for supporting our ministry and helping these families gain a fresh start!

Sincerely, *& Thanks!*

Suzanne

Suzanne Flier

RECEIVED

DEC 18 2024



The Township of Southwold Waiving of Facilities Fees Application Form



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

Name of Event:			
Fraud Prevention information session			
Name of Group or Organization			
Victorian Order of Nurses			
Primary & Secondary Contact Person		Purpose of Event	
Jill Smith & Ellen Cannon		information and socialization	
Contact Address			Postal Code
175 South Edgeware Road, St. Thomas			N5P 4C4
Phone # Primary / Secondary		Email / Website:	
519-637-6408 X 6064 and X6184		ellen.cannon@von.ca www.von.ca	
Not for Profit # or Charitable Organization Registration #:			
Activity or Event Information			
Fees to be Waived (ie: facility rental)			
Date and Times:		Wednesday January 22, 2025	
Number of People expected:		30	Admission Fee: (If applicable) \$0.00
Will food be served?	coffee timbits	Will alcohol be served?	no

Activity or Event Description

How will your activity or event enhance community services and recreation in the Township of Southwold?
this information session will help avoid seniors from falling victim to some of the most sophisticated methods of scamming seniors (or anyone for that matter) . It is hoped that this session will provide the right tools and tips to equip seniors to recognize frauds and scams. it will also be an opportunity of those in the community to see their community members

The Township of Southwold Waiving of Facilities Fees Application Form



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

<p>Please describe the projected social, cultural, economic and environmental impact that the activity or event will have on the Township and its residents.</p>
<p>his information session may very well save attendees from being scammed out of their money and savings and to recognize how not to become victims as a senior.</p>
<p>What will the impact on the activity or event be if the fee is not waived?</p>
<p>The event will not take place</p>
<p>Are you seeking funding from any other sources (fundraising, grants, sponsorships, etc.)?</p>
<p>Yes, Victorian Order of Nurses is partially funded by the Ministry is a very limited capacity</p>
<p>What features will you have in place to ensure that your event is accessible to all residents (residents with disabilities)?</p>
<p>VON will contact all clients who are registered as clients in the area by telephone and post posters throughout the community for community residents to see</p>

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

The Township of Southwold Waiving of Facilities Fees Application Form



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

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

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

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

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

Ineligibility

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

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

Application Checklist

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

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

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

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

Authorization for Application

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

Name:	Jill Smith <i>Jill Smith</i>	Title:	Manager
Signature:		Date:	December 23 2024



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2025-01

Being a By-Law to authorize borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2025

WHEREAS the Municipal Act, 2001 S.O. 2001, Chapter 25, s.407, provides authority for a council by-law to authorize temporary borrowing, until taxes are collected, and until other revenues are received, to meet the current expenditures of the municipality for the year,

AND WHEREAS the total amount which may be borrowed from all sources at any one time to meet the current expenditures of the municipality, except with the approval of the Ontario Municipal Board, is limited by Section 407 of the Municipal Act, 2001.

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

Borrowing Authority

1. The head of Council and the Treasurer are hereby authorized to borrow from time to time by way of promissory note or bankers' acceptance during the year 2025 (hereinafter referred to as the current year) such sums as may be necessary to meet, until the taxes are collected, and until other revenues are received, the current expenditures of the municipality and the other amounts that are set out in section 407 of the Municipal Act, 2001.

Instruments

2. A promissory note or bankers' acceptance made under Section 1 shall be signed by the head of Council or such other person as is authorized by by-law to sign it and by the Treasurer.

Lenders

3. The lenders from whom amounts may be borrowed under authority of this by-law shall be the Canadian Imperial Bank of Canada and such other lender(s) and reserve funds of the municipality as may be determined from time to time by resolution of the Council.

Limit on Borrowing

4. The total amount which may be borrowed at any one time under this by-law, together with the total of any similar borrowings that have not been repaid, shall not exceed, from January 1st until September 30th of the current year, 50 percent of the estimated revenues of the municipality as set forth in the estimates adopted for that year. Such borrowing shall not exceed, from October 1st until December 31st of the current year, 25 percent of the said estimated revenues of the municipality as set forth in the estimates adopted for that year. For purposes of this by-law, the estimated revenues of the municipality shall not include revenues derivable or derived from
 - a. borrowings or issues of debentures, or
 - b. a surplus, including arrears of levies, or
 - c. a transfer from the capital fund, reserve funds or reserves.

Borrowing Documents Required

5. The Treasurer shall, at the time when any amount is borrowed under this by-law, ensure that the lender is or has been furnished with a certified copy of this by-law, a certified copy of the resolution mentioned in Section 3 determining the lender if applicable and a copy of the estimates of the corporation adopted for the current year and also showing the total of any other amounts borrowed from any and all sources under authority of Section 407 of the Municipal Act, 2001 that have not been repaid.

When Estimates Not Adopted

6. If the estimates for the current year have not been adopted at the time an amount is borrowed under this by-law

- a. the limitation on total borrowing shall be calculated for the time being upon the estimated revenues of the municipality as set forth in the estimated adopted for the previous year, and
- b. the copy furnished under Section 5 shall show the nature and amount of the estimated revenues of the municipality as set forth in the estimates adopted for the previous year.

Charge on Revenues

- 7. All or any sums borrowed under this by-law shall, with interest thereon, be a charge upon the whole of the revenues of the municipality for the current year and for any preceding years as and when such revenues are received but such charge does not defeat or affect and is subject to any prior charge then subsisting in favour of any other lender.

Directive to Treasurer

- 8. The Treasurer is hereby authorized and directed to apply in payment of all or any sums borrowed under this by-law, together with interest thereon, all or any of the money hereafter collected or received, either on account of or realized in respect of the taxes levied for the current year and preceding years or from any other source, which may lawfully be applied for such purpose.

Effective Date

- 9. This by-law shall come into full force and effect upon date of passing.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND FINALLY PASSED THIS 13TH DAY OF JANUARY, 2025.

Mayor
Grant Jones

CAO/Clerk
Lisa Higgs



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2025-02

Being a By-law to provide for an interim tax levy, to provide for the payment of taxes and to provide for penalty and interest of 1.25 percent.

WHEREAS section 317 (1) of the Municipal Act 2001, S.O. 2001, c.25, provides that the council of a municipality, before the adoption of the estimates for the year under Section 290, may pass a by-law levying amounts on the assessment of property in the local municipality ratable for local municipal purposes;

AND WHEREAS Section 317(3) of the Municipal Act 2001, S.O. 2001, c.25, requires that the amounts to be levied under section 317(1) of the Municipal Act are subject to certain restrictions.

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

1. An interim tax amount of 50% of the total amount of taxes for municipal and school purposes levied on the property for the previous year is hereby imposed and levied on the whole of the real property in the residential class, farm class, managed forest class, pipeline class, commercial occupied class, commercial vacant class, industrial occupied class, industrial vacant class, large industrial occupied class, large industrial vacant class and landfill class according to the last revised assessment roll.
2. The said interim tax levy shall become due and payable in two installments; 50 percent of the interim levy shall become due and payable on the 31st day of March 2025, the balance of the interim levy shall become due and payable on the 30th day of May 2025.
3. On all taxes of the interim levy, which are in default on the first day following the due date a penalty of one and one-quarter percent shall be added and

thereafter a penalty of 1.25 percent per month will be added on the first day of each and every month the default continues, until December 31, 2025.

4. On all taxes in default on December 31, 2025, interest will be added at the rate of one and one-quarter percent per month thereafter for each month or fraction thereof of default.
5. Penalties and interest added on all taxes in default shall become due and payable and shall be collected forthwith as if the same had originally been imposed and formed part of such unpaid taxes.
6. The collector may mail or cause the same to be mailed to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable.
7. That taxes are payable at the Township of Southwold Municipal Office, Fingal, Ontario or at most financial institutions through ABM or by telephone or internet banking or by pre-authorized payment plan.
8. That this by-law shall come into full force and effect upon the final passage thereof and shall be considered retro-active to January 1, 2025.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND FINALLY PASSED THIS 13TH DAY OF JANUARY, 2025.

Mayor
Grant Jones

CAO/Clerk
Lisa Higgs



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY- LAW NO. 2025-03

Being a by-law to adopt an Emergency Management Program and Emergency Response Plan and to meet other Requirements under the *Emergency Management and Civil Protection Act* and repeal by-laws 2023-71, 2023-54 and 2022-100.

WHEREAS under the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E.9 and (the "Act") Ontario Regulation 380/04 (the "Reg") every municipality in the Province of Ontario is required to:

- Develop and implement an emergency management program, which shall consist of:
 - an emergency plan;
 - training programs and exercises for employees of the municipality and other persons with respect to the provision of necessary services and the procedures to be followed in emergency response and recovery activities;
 - public education on risks to public safety and on public preparedness for emergencies; and
 - any other elements required by the standards for emergency management set under the Act or by Emergency Management Ontario;
- Designate an employee of the municipality or a member of the council as its emergency management program coordinator;
- Establish an emergency management program committee;
- Establish an emergency control group;
- Establish an emergency operations centre to be used by the municipal emergency control group in an emergency; and
- Designate an employee of the municipality as its emergency information officer;

AND WHEREAS it is prudent that the emergency management program developed under the Act be in accordance with international best practices, including the five core components of emergency management; prevention, mitigation, preparedness, response and recovery;

AND WHEREAS the purpose of such a program is to help protect public safety, public health, the environment, critical infrastructure and property during an emergency and to promote economic stability and a disaster resilient community;

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

Emergency Management Program

1. An Emergency Management Program for the municipality will be developed and reviewed annually by the Emergency Management Program Committee consistent with and in accordance with the Act, the Reg, and international best practices, including the five components of emergency management, namely: prevention, mitigation, preparedness, response and recovery, and such program shall include:
 - a. training programs and exercises for employees of the municipality and other persons with respect to the provision of necessary services and the procedures to be followed in emergency response and recovery activities;
 - b. public education on risks to public safety and on public preparedness for emergencies; and
 - c. any other elements required by the standards for emergency management set under the Act or by Emergency Management Ontario.
2. The Emergency Management Program shall be consistent with the objectives of protecting public safety, public health, the environment, critical infrastructure and property, and to promote economic stability and a disaster-resilient community.

Emergency Response Plan

3. The Emergency Response Plan, which has been developed in accordance with the requirements of the Act and Reg and international best practices, and which is attached hereto as Schedule A is hereby adopted (the "Plan").
4. The Plan shall be reviewed annually by the CEMC and the Emergency Management Program Committee. The CEMC is authorized to make such administrative changes to the Plan as appropriate to keep the Plan current, such as personnel, organizational and contact information updates. Any significant revision to the body of the Plan shall be presented to Council for approval.
5. When an emergency exists but has not yet been declared to exist, employees

and the Emergency Control Group may take such action under the Plan as may be required to protect property and the health, safety and welfare of the inhabitants of the Township of Southwold.

6. The CAO/Clerk is authorized to replace Schedule A (the "Plan) with updated versions when applicable. The updated versions are based on recommendations from the Emergency Management Ontario or the County of Elgin

Community Emergency Management Coordinator

7. Elgin County's Manager of Emergency Management & Elgin-Middlesex Regional Fire Training School, is hereby appointed as the primary community emergency management coordinator (the "CEMC") responsible for the emergency management program for the Township of Southwold including maintenance of the Plan, training, exercises, public education and such other duties and responsibilities as outlined in the Act.
8. The Director of Emergency Services/Fire Chief and Elgin County's Emergency Management Program Coordinator are hereby appointed as alternate CEMCs to act in place of the primary CEMC in his/her absence or where delegated by service agreement.

Emergency Management Program Committee

9. The persons holding the following positions in the municipality shall be members of the Emergency Management Program Committee:
 - a. Mayor (Head of Council)
 - b. Chief Administrative Officer / Clerk
 - c. Elgin County Manager of Emergency Management & Elgin-Middlesex Regional Fire Training School (CEMC)
 - d. Community Services and Communications Clerk (EIO)
 - e. Director of Emergency Services / Fire Chief
 - f. Director of Infrastructure and Development
10. The CAO/Clerk is hereby appointed as chair of the Emergency Management Program Committee.
11. The Emergency Management Program Committee shall advise Council on the development and implementation of the municipality's Emergency Management Program and shall review the program annually.

Municipal Emergency Control Group

12. The persons holding the following positions in the municipality shall be members of the Municipal Emergency Control Group (MECG):
- a. Mayor (Head of Council)
 - b. Chief Administrative Officer / Clerk
 - c. Elgin County Manager of Emergency Management & Elgin-Middlesex Regional Fire Training School (CEMC)
 - d. Community Services and Communications Clerk (EIO)
 - e. Director of Emergency Services / Fire Chief
 - f. Director of Infrastructure and Development

Emergency Operations Centre

13. A primary and an alternate Emergency Operations Centre have been established for use by the MECG in an emergency and with the appropriate technological and telecommunications systems to ensure effective communication in an emergency. The locations of the Emergency Operations Centres are identified in an annex to the Plan.

Emergency Information Officer

14. The Municipality's Community Services and Communications Clerk is hereby appointed as the Emergency Information Officer for the municipality to act as the primary media and public contact for the municipality in an emergency.

Administration

15. The Plan shall be made available to the public for inspection and copying at the Township of Southwold Municipal Office, 35663 Fingal Line, Fingal, ON during regular business hours.
16. The Plan, or any amendments to the Plan, shall be submitted to the Office of the Fire Marshal and Emergency Management as identified in the Act.
17. By-laws 2023-71, 2023-54 and 2022-100 are hereby repealed.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME, AND FINALLY PASSED THIS 13th DAY OF JANUARY, 2025.

Mayor
Grant Jones

CAO/Clerk
Lisa Higgs



Township of Southwold

Emergency Response Plan

November 2023

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Introduction

The purpose of this plan is to provide elected officials, personnel, and emergency response agencies with an overview of the guidelines to their expected response and responsibilities to an emergency situation within the Township of Southwold. For this plan to be effective it is imperative that all officials, departments and agencies be aware of their respective roles and be prepared to carry out their assigned responsibilities.

For the purposes of this plan, an “emergency” means a situation, or an impending situation caused by the forces of nature, an accident, an intentional act or otherwise that constitutes a danger or major proportions to life or property; (“situation d’urgence”)

While many emergencies could occur within the Township of Southwold, the most likely to occur are Severe weather - snowstorms, windstorms, ice, fog, sleet, tornado, hazardous materials - transportation incidents and transportation accidents; drought, extreme temperatures; human health emergency, water emergency, Agriculture emergency; erosion and floods.

The Authority

The Province of Ontario has passed an Act, which provides for the formulation and implementation of Emergency Response Plans (short title – The Emergency Management Act, R.S.O. 1990, Chapter E.9 as amended) by the Council of the Township of Southwold. This Act makes provision for the Mayor to declare that an emergency exists in the Township and also provides the Mayor with the authority to take such action or deliver such orders as he/she considers necessary, provided such action is not contrary to the laws which implement the Emergency Response Plan of the Township. The Act also provides for the designation of one or more members of council who may exercise the powers and perform the duties of the Mayor during his/her absence or inability to act.

The Aim

The focus of this plan is to provide a guideline for the most effective response to an emergency situation in the Township of Southwold, and in so doing safeguard the health, safety, welfare and property of its populace. This plan will govern the provision for requested services during an emergency.

General Overview of the Township of Southwold

Population

The population of the Township is: 4421

The number of households is estimated at 1754 averaging 2.7 people per household.

Education

The Township's educational facilities consist of 1 Public School.

Medical Care

The Township is serviced by St. Thomas – Elgin General Hospital, London Health Sciences Centre and D.A. Monteith Medical Centre.

Interface Dental Clinic - corner of Ford/Wellington.

Dental Clinic –Lynhurst Dental, corner of Ford/Wellington.

Protective Services

Firefighting operations are the responsibility of the Township through the fire halls in Shedden and Talbotville.

Ambulance service is provided by the Elgin-St. Thomas Ambulance – Medavie Health Services.

Law enforcement is carried out by the Elgin County OPP.

Utilities

Electricity is provided by Hydro One.

Natural gas is provided by Enbridge Gas.

Water is provided by the Township through distribution system in conjunction with Elgin Area Primary Water Supply System.

Conservation Authority

Waterways throughout the Township are under the jurisdiction of the Lower Thames Conservation Authority and Kettle Creek Conservation Authority.

Declaration of an Emergency

Action Prior to Declaration

When an emergency exists, but has not yet been declared to exist, Township employees may take such action(s) under this Emergency Response Plan as may be necessary to protect the lives and property of the inhabitants of the Township of Southwold.

Municipal Emergency

The Mayor or Acting Mayor of the Township of Southwold, as Head of the Council, is responsible for declaring that a municipal emergency exists within the boundaries of the Township. This decision is made in consultation with other members of the Community Control Group.

Upon such declaration, the Mayor notifies:

- 1.** The County Warden;
- 2.** The Solicitor General of Ontario through Emergency Management Ontario (416) 314-3723
- 3.** The Council of the Township; and
- 4.** The Mayor shall ensure that the public, the media, and neighbouring municipal officials are also advised of both the declaration and termination of an emergency.

The Mayor may request assistance from the County of Elgin, without activating the County Plan, by contacting the County Warden, or County CAO, or County CEMC.

When the resources of the Township are deemed insufficient to control the emergency, the Mayor may request that the County Warden, or the County CAO, or County CEMC, or their alternates activate the County Plan, once a local emergency has been declared.

For Coordination, if the emergency affects more than one Elgin County municipality, the County Plan will be activated.

Once the County Emergency Response Plan is activated, the Mayor or Acting Mayor and designated staff representatives from the Township will become members of the County Control Group.

The remaining Township staff from the Community Control Group within the Township will remain as the support group or support staff to the Mayor, or the Acting Mayor, or the designated Senior Municipal Official.

All decisions by the Community Control Group (as appropriate) affecting the lives and property of the inhabitants within the Township of Southwold shall be made in consultation with the Mayor or Acting Mayor of the Township.

Termination of Emergency

A Township Emergency may be declared terminated at any time by:

1. The Mayor or Acting Mayor; or
2. The Township Council; or
3. The Premier of Ontario.

Upon termination of a Township Emergency, the Mayor or Acting Mayor shall notify:

1. The County Warden; and
2. The Township Council; and
3. The Solicitor General of Ontario through Emergency Measures Ontario; and
4. The public, media, and neighbouring municipal officials.

Request for Provincial/Federal Assistance

If locally available resources, including those that might be available from bordering municipalities and/or county sources, are insufficient to meet emergency requirements, then assistance may be requested from the Province.

The Ministry of the Solicitor General, through Emergency Management Ontario, is the focal point for provincial assistance during an emergency. It **should** be notified if the threat of an emergency exists, and **must** be notified when an emergency has been declared. While it will not take over and manage the emergency, it can provide liaison and coordination, and a central point for contact with other provincial ministries and the federal government if required.

All requests for provincial and federal assistance should be directed through Emergency Management Ontario at (416) 314-0472 or 1-877-314-3723 (Toll Free)

Control Group Operations

Emergency Operation Centre (EOC)

The Community Control Group will assemble at the Emergency Operations Centre at 35663 Fingal Line, Fingal, Ontario or alternate E.O.C. The E.O.C can convene online, as required, via Microsoft Teams, Webex, Zoom, or other similar online platforms.

Communications Room

While the Community Control Group is engaged in meetings, they will require assistants to take messages and convey their decisions. Therefore, a separate communications room must be established within the same building in close proximity to the Emergency Operations Centre.

Each member of the Community Control Group should designate at least one person, depending on the nature and scope of the emergency, to handle in-coming and out-going communications or assist as otherwise required.

The communicators will be responsible for operating telephones and radios within the communications room and relaying messages between their respective representatives on the Community Control Group and other key locations.

Operating Cycle

It is important that the Community Control Group meets regularly to share information and make decisions. It is also important that members of the group have time to deal with their individual responsibilities.

When the Emergency Response Plan is activated, frequency of meetings and agenda items will be established by the CAO/Clerk. Meetings will be kept as brief as possible

to allow members to carry out their individual responsibilities.

At each meeting the members will bring each other up to date on what has happened since the last meeting, make recommendations on issues presented, and arrive at decisions. Maps and status boards will be prominently displayed and kept up to date by the CAO/Clerk. When the meeting ends, each member will do what is individually required of them and gather information to share at the next meeting.

Although each member of the Community Control Group represents an individual agency, it is important that individual members function as a team to establish the most effective response to the emergency situation. It is equally important the individual members of the Community Control Group are relieved of their duties at regular intervals.

Community Control Group Notification System

The Mayor, Deputy Mayor, CAO/Clerk, Community Emergency Management Coordinator, Director of Infrastructure and Development, Public Work Representative, Utilities Representative, Director of Emergency Services/Fire Chief, or Police Representative or their alternates may initiate contacting the Community Control Group by contacting any member of the Community Control Group.

Community Control Group (CCG)

The Township emergency response will be directed and controlled by a Community Control Group consisting of the following Township officials:

1. Mayor
2. Community Emergency Management Coordinator
3. CAO/Clerk (EOC Director)
4. Director of Emergency Services/Fire Chief
5. Director of Infrastructure and Development
6. Community Services and Communications Clerk (Emergency Information Officer)

In addition, the EOC Director will consider what Support & Advisory Staff should be notified and which organizations should be asked to attend the Emergency

Operations Centre. The CEMC will act as Liaison for any involved agency not represented in the EOC.

An alternate contact person shall be designated for each member of the CCG. Names and telephone numbers of CCG members and alternates appear in the Emergency Plan schedules.

The CCG may function with only a limited number of persons depending upon the emergency. While the CCG may not require the presence of all persons listed as members of the control group, all members of the CCG must be notified.

Community Control Group (CCG) Responsibilities

Some or all of the following actions/decisions will have to be considered and dealt with by the CCG:

- Determining the status of the emergency situation by acquiring and assessing information;
- Advising the Mayor as to whether the declaration of an emergency is recommended;
- Mobilizing emergency services, personnel and equipment;
- Coordinating and directing these services and ensuring that any actions necessary for the mitigation of the effects of the emergency are taken, provided they are not contrary to law;
- Coordinating and/or overseeing the evacuation of inhabitants considered to be in danger, and working with the Red Cross in establishing a Registration and Inquiry Centre to handle requests regarding evacuees;
- Arranging for services and equipment from local agencies not under municipal control, i.e. private contractors, volunteer agencies, services clubs;
- Notifying and requesting assistance from various levels of government and any public or private agencies not under Municipal control, as considered necessary;
- Determining if additional volunteers are required and if appeals for volunteers are warranted;

- Determining if additional transportation is required for evacuation or transport of persons and/or supplies;
- Ensuring that pertinent information regarding the emergency is promptly forwarded for dissemination to the media and public;
- Determining the need to establish advisory group(s) and/or sub-committees;
- Authorizing expenditure of funds required to deal with the emergency for the preservation of life and health;
- Maintaining a log outlining decisions made and actions taken, and submitting a summary of the log to the Administrator within one week of the termination of the emergency, as required;
- Arranging for emergency accommodation and/or welfare services for residents temporarily evacuated from their homes;
- Establishing a reporting and inquiry centre to handle individual requests concerning any aspect of the emergency;
- Ensuring that all emergency personnel are advised of the termination of the declared emergency;
- Appointing an Emergency Site Manager;
- Reviewing and revision of the Emergency Response Plan;
- Ensuring that the Critical Incidence Stress Management is available to responders;
- Ensuring that the emergency is reviewed and a recovery plan, if required, is in place before the local emergency is terminated;
- Participating in the debriefing following the emergency;
- Addressing the emotional trauma to the Community.

Composition of the Community Control Group (CCG)

Mayor/Acting Head of Council

The Mayor, or Acting Head of Council, will be responsible for the following duties:

- Implementing the Plan in response to a request for assistance from a member of the CCG,
- Declaring an emergency to exist;
- Declaring that the emergency has terminated;
- Notifying the Solicitor General of Ontario via Emergency Management Ontario of the declaration of the emergency, and termination of the emergency;
- Chairing meetings of the CCG;
- Making decisions, determining priorities, and issuing direction to the Heads of Departments;
- Requesting assistance from senior levels of government and from constituent municipalities not involved with the emergency, when required;
- Authorizing expenditures and the acquisition of equipment and personnel when necessary;
- Approving and making news releases and public announcements in conjunction with the Emergency Information Officer;
- Ensuring that all members of the CCG are kept apprised of developments as soon as possible.

Community Emergency Management Coordinator

The Community Emergency Management Coordinator (CEMC) is responsible for:

- Coordinating setup of the Emergency Operations Centre;
- Ensuring that security is in place for the EOC and registration of CCG members;
- Ensuring that all members of the CCG have necessary plans, resources, supplies, maps and equipment;
- Providing advice and clarifications about the implementation details of the Emergency Response Plan;
- Ensuring that the operating cycle is met by the CCG and related documentation is maintained and kept for future reference;
- Addressing any action items that may result from the activation of the Emergency Response Plan and keeping CCG informed of implementation needs;
- Maintaining the records and logs for the purpose of debriefings and post-emergency reporting that will be prepared.
- Gathering information for the Operations Manager;
- Regularly reviewing the contents of the Emergency Response Plan to ensure that they are up to date and in conformity with Provincial procedures;
- Organizing and coordinating training and participation in drills and exercises.

CAO/Clerk (EOC Director)

The CAO/Clerk, or alternate, will be responsible for the following duties:

- Ensuring that all required members are present when the CCG is assembled;
- Organizing and supervising the Emergency Operations Centre (EOC) during the emergency, including arrangements for feeding and relief of Centre personnel;
- Coordinating all operations within the EOC, including the scheduling of regular meetings;
- Arranging for effective communications to and from the emergency site;
- Providing security for the Emergency Operations Centre, as required;
- Providing identification cards to CCG members and support staff;
- Coordinating the maintenance and operation of feeding, sleeping, and meeting areas of the CCG, as required;
- Maintaining a record of actions taken by the CCG in dealing with the emergency;
- Compiling records of costs incurred as a result of emergency action;
- Providing advice to the CCG on legal and financial matters;
- Ensuring that records of expenses are maintained for future claim purposes;
- Ensuring the prompt payment and settlement of all legitimate invoices and claims incurred during an emergency;
- Acting as principle staff officer to the Mayor or Acting Mayor;
- Coordinating and processing requests for human resources;
- Under the direction of the CCG, coordinating offers of and appeals for volunteers;
- Selecting the most appropriate sites for the registration of human resources;

- Ensuring records of human resources and administrative details are completed;
- When volunteers are involved, ensuring that a Volunteers Registration Form is completed and a copy of the form is retained for Township records;
- Ensuring identification cards are issued to volunteers and temporary employees, where practical;
- Arranging for transportation of human resources to and from sites;
- Obtaining assistance, if necessary, from Employment and Immigration Canada, as well as other government departments, public and private agencies, and volunteer groups.
- Compiling reports for council;
- Regularly reviewing the contents of the Emergency Response Plan to ensure that they are up to date and in conformity with Provincial procedures;
- Organizing and coordinating training and participation in drills and exercises;
- Reviewing the Ontario Disaster Relief Program directives on a regular basis;
- Organizing any required debriefing sessions.
- The provision of advice to any member of the CCG on matters of a legal nature as they may apply to the actions of the Township in its response to the emergency, as required.

Director of Emergency Services/Fire Chief

The Director of Emergency Services/Fire Chief, or alternate, will be responsible for the following duties;

- Providing advice on fire fighting and rescue matters to the CCG;
- Confirming that local fire fighting rescue and life saving resources are sufficient for the operational situation, and arranging for further assistance as required;
- Providing advice to municipal departments to bring into play other equipment and skills needed to cope with the emergency;

- Coordinating assistance from the Mutual Aid Fire System and the Fire Marshal of Ontario as required;
- Determining if special equipment or supplies, not available can be located elsewhere and advising the CCG;
- Coordinating assistance of fire equipment and personnel with other departments and agencies in large scale non-firefighting operations (rescue, first aid, casualty collection);
- Liaising with the Ministry of the Environment on fires involving potentially dangerous materials;
- Liaising with the Ministry of Natural Resources on forest fires;
- Providing an Emergency Site Manager if required.

Director of Infrastructure & Development

- Providing the CCG with advice on engineering matters;
- Arranging for the dispatch of staff and equipment to assist in containing the emergency situation if required;
- Maintaining liaison with flood control, conservation and environmental authorities and preparing for relief or preventative measures;
- Maintaining liaison with and providing assistance to drainage representative in matters involving municipal drains;
- Arranging for the clearing of emergency routes and the marking of obstacles if required, in consultation with the Police Representative;
- Arranging for engineering materials and equipment from the County and Provincial resources, from neighboring municipalities, and from private contractors when necessary;
- Assisting fire fighting authorities in dealing with special hazards such as chemical spills, explosions or noxious fumes;
- Establishing radio communications, if required, and calling on the services of the Amateur Radio Emergency Service;
- Re-establishing essential road services at the end of the emergency period;
- Ensuring that roads are maintained and accessible during an emergency;
- Providing an Emergency Site Manager if required

The Emergency Information Officer

The Emergency Information Officer shall be responsible for the following duties:

- Establishing a communications link with the On-Site Media Spokesperson, the Citizen Inquiry Representative, and any other media coordinator(s) (i.e. Provincial, Federal, private industry, etc.) involved in the incident;
- The dissemination of information, and planning for news releases at appointed times;
- Ensuring that all information released to the media and public is consistent and accurate;
- Appointing an assistant to attend the On-Site Media Information Centre, and appointing any other personnel required;
- Designating and coordinating a Media Information Centre for members of the media to assemble for the issuance of accurate media releases and authoritative instructions to the public;
- Briefing the CCG on how the Media Information Centre will be set up;
- Liaising regularly with the CCG to obtain the appropriate information for media releases, coordinate individual interviews, and organize press conferences;
- Establishing telephone numbers for media inquiries and ensuring that the following are advised accordingly:
 - Media
 - CCG
 - Switchboard for Emergency Services
 - On-Site Media Spokesperson
 - Township Citizen Inquiry Representatives
 - Any other appropriate persons, agencies, or businesses;
- Providing direction and regular updates to the Citizen Inquiry Representative to ensure that the most accurate and up-to-date information is disseminated to the public;
- Ensuring that all information released to the media and public is first approved by the Mayor;
- Monitoring news coverage and correcting any erroneous information.
- Provide the Administrator with reports on the emergency situation and any other pertinent information at regular intervals, or as requested;
- Provide assistance to the communicators in relation to communications equipment problems, where possible and practical;

- Coordinate and prioritize the flow of messages between the Communications Room and the Community Control Group, and other desired groups or locations;
- Maintenance of a chronological log of significant communications and events;
- Maintenance of a situation or status board, and;
- Maintenance of a map(s) containing vital information related to the emergency.

Support and Advisory Staff

Staff from the following Support and Advisory Services may be required to provide support, logistics and advice to the CCG and include:

- Township Building Department Representative
- Township Drainage Department Representative
- Township Water Department Representative
- Township Roads/Public Works Representative
- Township Treasury Department Representative
- Township Parks and Facilities
- Township Legal Representative
- Utilities Representative

The Utilities Representative, or alternate, will be responsible for the following duties:

- Providing the CCG with advice on utility matters;
- Arranging for the dispatch of staff and equipment to assist in containing the emergency situation if required;
- Maintaining liaison with public and private utility companies (hydro, gas, telephone, etc.) and making recommendations for discontinuation of any utilities, public or private, when necessary in the interest of public safety.
- Ontario Clean Water Agency (OCWA) Representative
- Paramedic Services Representative

The Paramedic Services Representative, or alternate will be responsible for the following duties:

- Providing information on the movement of casualties from the disaster site;
 - Advising the Community Control Group on requirements for additional casualty transportation means, beyond ambulance resources, that the Community Control Group may be able to obtain;
 - Determining if additional medical resources are needed for casualty management at the emergency site, in consultation with the Medical On-Site Coordinators, and initiating requests for such with medical authorities;
 - Authorizing additional Ministry of Health resources required by any facility, which operates under the direction of the Ministry of Health, Long Term Care and any Regional and Provincial representative in accordance with Ministry procedures.
 - Liaises with CACC (Communications Centre)
 - Liaises with Health Representatives (Medical Officer of Health)
- County Fire Coordinator
 - Police Services Representative(s)

The Police Services Representative, or alternate, will be responsible for the following duties:

- Providing advice on police (law enforcement) matters to the CCG;
- Arranging for assistance to local authorities in implementing traffic control to permit rapid movement of emergency equipment;
- Coordinating police operations and responses with Township Service Departments and with neighboring police authorities;
- Establishing security around the emergency area to control access and protect property;
- Sealing off the area of concern, controlling and, if necessary, dispersing crowds within the emergency area;
- Alerting persons endangered by the emergency and coordinating evacuation procedures;
- Liaising with the Ontario Works Representative regarding the establishment and operation of evacuation and reception centres;

- Providing for police services in evacuee centres, morgues, and other facilities, as required;
 - Liaising with other Municipal, provincial or federal police agencies as required;
 - Informing the CCG on the actions taken by the Police;
 - Providing an Emergency Site Manager if required
- Hospital Representative

The Hospital Representative will be responsible for:

- Implementing their respective Hospital Disaster Plan;
 - Liaising with the Health and Ambulance Representatives with respect to hospital and medical matters, as required;
 - Evaluating requests for the provision of medical site teams/medical triage teams;
 - Liaising with the Ministry of Health, as appropriate;
 - Maintaining a log of all actions taken.
- Head(s) of Council from Affected Municipalities
 - Southwestern Public Health Representative

The Public Health Unit Representative, or alternate, will be responsible for the following duties:

- Providing advise to the CCG on health matters;
- Keeping the Health Unit staff informed;
- Providing Staff available for advise at each Evacuee Centre to assist the Manager of each Reception/ Evacuee Centre in public health matters, and in assisting evacuees;
- Access to 24 hour Nurse at each Evacuee Centre housing more the 50 evacuees;
- Arranging for mass immunization where needed;
- Arranging for precautions in regard to water supplies when warranted;
- Notifying other agencies and senior levels of government about health related matters in the emergency;
- Ensuring the safety of food supplies and the safe disposal of sewage and waste;

- Ensuring adequate general sanitation and personal hygiene at emergency reception centres;
 - Ensuring proper burial of the dead;
 - Coordinating the response of health unit services and facilities.
- Social Services Representative

The Social Services Representative, or alternate, will be responsible for the following duties:

- Providing advice to the CCG on Ontario Works matters;
- According to the nature of the emergency, in consultation with the Red Cross, Salvation Army and St. John Ambulance, be prepared to assist municipalities in their efforts to support their residents whose lives have been impacted by the emergency with the provision of:
 - Emergency clothing to provide adequate protection from the elements,
 - Emergency lodging to provide adequate temporary accommodation for the homeless,
 - Registration and inquiry services to reunite families and to collect information and answer queries concerning the safety and whereabouts of missing persons,
 - Emergency feeding to sustain those without food or adequate food preparation facilities,
 - Liaising with the Health Representative on areas of mutual concern required during operations in evacuee centres, and
 - Individual and family services to assist and counsel individuals and families in need and to provide special care to unattached children and dependent adults;
- In consultation with the Health Representative, establish and 'outreach program' for victims of the emergency;
- Providing staff to operate a Citizen Inquiry Centre;
- Liaising with public and private nursing care homes as, required;
- Notifying the Police of the number and locations of the Emergency Reception Centres;
- Contacting and providing direction to volunteer agencies able to assist in welfare functions, such as Red Cross, Women's Institutes, etc.;

- Notifying senior levels of government on Ontario Works matters in the emergency.
- Emergency Management Ontario Representative
- Conservation Authority Representative

The Conservation Authority will be responsible for:

- Providing advice on the abatement of flood emergencies;
- Assisting in acquiring resources to assist in flood emergencies.
- School Board Representative

Upon being contacted by the Ontario Works Representative, the School Board Representative will be responsible for:

- Providing any school for use as an evacuation or reception centre;
- Notifying required transportation companies to transport residents to evacuation or reception centres;
- Providing school board representatives to coordinate activities with respect to maintenance, use and operation of the facilities being used as evacuation or reception centres.
- Provincial Ministry Representative

Provincial Ministry Representatives will be responsible for:

- Providing advice on matters of Provincial concern to members of the CCG;
- Assisting in the garner of resources;
- Coordination of Provincial response agencies.
- Other Officials, Experts or Representatives as deemed necessary

Other Officials, Experts, or Representatives will be responsible for:

- Any special advice or expertise necessary to abate the emergency situation as required by the CCG.

Canadian Red Cross Society

The Canadian Red Cross Society will receive requests for support from the Ontario Works Representative. The responsibilities of the Red Cross Representative during an emergency are to:

- Activate the Society's emergency alert system;
- Co-ordinate the Society's response in co-operation with the Ontario Works Representative, if an evacuation is required;
- Provide registration and inquiry to meet the following objectives:
 - Collect accurate and reliable information and answer inquiries as to the condition and whereabouts of disaster victims in co-operation with local hospitals and reception centres; and
 - Assist in reuniting separated family members as quickly as conditions permit;
- Operate an inquiry bureau to deal with national and international requests as directed by the Society's National office;
- Set up and operate an evacuation centre, upon the request of the Ontario Works Representative;
- Assist with first aid established at reception centres if required;
- Ensure that volunteers are properly registered so that Workplace Safety Insurance coverage is provided during an emergency.

Radio Emergency Service (A.R.E.S)

The Radio Emergency Service Representative will be responsible for:

- Providing additional communication requirements to supplement the Township and emergency communications systems, as needed;
- Contacting other communications experts, as required.

St. John Ambulance

The St. John Ambulance will receive requests for support from the Ontario Works or Ambulance Representative during an emergency to:

- Activate the Division's emergency alert system;
- Co-ordinate the Division's response in co-operation with the Health Representative;
- Provide first Aid;
- Establish first aid posts at reception centres, as required;

- Ensure that volunteers are properly registered so that Workplace Safety Insurance coverage is provided during an emergency.

Salvation Army Representative

The Salvation Army will receive requests from the Ontario Works Representative. The responsibilities of the Divisional Commander or alternate of the Salvation Army during an emergency are to:

- Activate the Division's emergency alert system;
- Coordinate the Division's response in cooperation with the Ontario Works Representative, if an evacuation is required;
- Coordinate and feeding of personnel at the disaster site and reception centre;
- Provide bedding and clothing, in cooperation with Ontario Works;
- Provide and coordinate clergy assistance;
- Ensure that volunteers are properly registered so that Workplace Safety Insurance coverage is provided during an emergency.

Telephone Representative

The Telephone Representative will be responsible for:

- When possible, establishing and ensuring that telephone communication needs are provided to the EOC, emergency site, and anywhere else required.

Emergency Site Manager

The Emergency Site Manager's task is to take control of the scene and coordinate the response. Once appointed, the Emergency Site Manager should be relieved of all other duties and will remain in control of the scene unless the Community Control Group deems it necessary to appoint a replacement.

Some of the duties of an Emergency Site Manager include:

- Setting up a command post, and establishing regular communications with the other agencies on the site, and with the EOC;
- Establishing authority and supervising all operations within the outer perimeters of the site;
- Organizing a management team and arranging a management cycle;
- Determining the inner and outer perimeters, and ensuring they are set up;
- Organizing the layout of the site;
- Conferring with the heads of the other agencies at the site, to ascertain what is happening and what is needed;

- Passing information on what is happening, and requests for resources to the EOC, and passing direction and information from the EOC to others at the site;
- Directing and coordinating the activities of the response agencies at the site;
- Determining what resources are necessary, and asking the EOC to provide them;
- Arranging a system of relief, rest areas, food, etc., for site workers;
- Ensuring worker and volunteer safety;
- Arranging media visits to the site;
- Planning ahead for site activities and the resources to support them;
- Maintaining a log of all actions.

Media and Public Relations

It is important to coordinate the release of accurate information or instructions to the news media, the public, and individual requests for information concerning any aspect of the emergency.

In order to fulfill these functions during an emergency, the following positions may be established:

- Emergency Information Officer
- On-Site Media Spokesperson
- Citizen Inquiry Representative

Depending on the scope of the emergency, there may be a need for an On-Site Media Centre near the emergency site, and a Media Information Centre near, but not in, the EOC. In some cases a joint media information centre may be more desirable.

On-Site Media Spokesperson

If necessary an On-Site Media Spokesperson shall be appointed by the Emergency Site Manager and is responsible for:

- Establishing a communication link and regular liaison with the Emergency Information Officer at the EOC;
- Responding to inquiries from the media pertaining to the scene only, and only after clearance by the Emergency Information Officer;
- Redirecting all inquiries regarding decisions made by the CCG and the emergency as a whole to the Citizen Inquiry Representative;
- Establishing and coordinating a media information centre in a safe, appropriate location, at or near the site, for the media to assemble;
- Advising the following persons and agencies of the location and telephone number(s), as available, of the Site Media Information Center:
 - Media
 - CCG
 - Switchboard for Emergency Services
 - Township Citizen Inquiry Representatives
 - Any other appropriate persons, agencies, or businesses;
- Ensuring that media arriving at the site are directed to the site information centre;

- Where necessary and appropriate, coordinating media photograph sessions at the scene;
- Coordinating on-scene interviews between emergency services personnel and the media.

The Citizen Inquiry Representative

The Citizen Inquiry Representative will be provided for by the Ontario Works Representative and shall be responsible for:

- Establishing a Citizen Inquiry Service, including the appointment of personnel and designation of telephone lines;
- Informing the Emergency Information Officer of the establishment of the Citizen Inquiry Service and designated telephone number(s);
- Advertising public information phone numbers through the media as quickly as possible, and advising that 9-1-1 is not to be used as an inquiry line;
- Apprising the affected emergency services and the CCG of the establishment of the Citizen Inquiry Service and designated telephone number(s);
- Liaising with the Emergency Information Officer to obtain current information on the emergency;
- Responding to, and redirecting inquiries and reports from the public based upon information from the Emergency Information Officer;
- Responding to and redirecting inquiries pertaining to the investigation of the emergency, deaths, injuries, or matters of personnel involved with or affected by the emergency to the appropriate emergency service;
- Responding to and redirecting inquiries pertaining to persons who may be located in evacuation or reception centres to the registration and inquiry telephone number(s);
- Procuring staff to assist as required.

Public Information and Inquiry

Depending on availability, information concerning an emergency situation will be communicated to the public through a number of means. These include newspaper, radio, television, public addressing system, telephone, newsletter, and individual visitation.

Where appropriate, public meetings will be held to provide information to members of the public concerning an emergency situation. Such meetings will be coordinated and conducted by the CCG.

Evacuation Planning

In an emergency, it may be necessary for the residents to be temporarily evacuated. When such an evacuation is deemed necessary, one or more emergency reception centres may need to be opened in a safe area. The County has an agreement with the Thames Valley District School board, which allows municipalities to utilize the facilities within the District's jurisdiction.

Recovery Planning

This plan assigns responsibilities and outlines activities that may be required to bring the Township back to its pre-emergency state. The plan will be activated (in whole or part) at the direction of the Community Control Group. This will be determined by the nature of the emergency and its aftermath but will normally occur once the immediate response to the emergency has been completed.

Plan Review, Testing, and Maintenance

This plan shall be reviewed annually and where necessary shall be revised by the Community Emergency Management Coordinator.

Each time the plan is revised, it must be forwarded to Council for approval; however, revisions to an appendix or minor administrative changes can be made without Council approval.

The CEMC will arrange for annual training and annual exercise for the Community Control Group and EOC staff as required by Emergency Management Ontario.

Emergency Operation Centre Locations

EOC

Southwold Township Administration Office

35663 Fingal Line

Fingal, Ontario

(519) 769-2010

(519) 769-2837 (Fax)

Alternate EOC

Elgin County Administration Building

450 Sunset Drive

St. Thomas, Ontario

(519) 631-1460 (phone)

(519) 631-1460 Ext 600 – Dedicated Emergency Phone Line

(519) 637-7193 (in the event of loss of power)

(519) 637-9809 (fax)



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY- LAW NO. 2025-04

Being a by-law to authorize the Execution of an Agreement between His Majesty the King in Right of Ontario as represented by the Office of the Fire Marshal 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 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 Office of the Fire Marshal;

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

- 1. THAT** the Mayor and CAO/Clerk be authorized to sign and affix the seal of the Corporation of the Township of Southwold agreement with His Majesty the King in Right of Ontario, as represented by the Office of the Fire Marshal.
- 2. THAT** a copy of the said agreement is attached hereto as Schedule "A" 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 13th DAY OF JANUARY, 2025.

Mayor
Grant Jones

CAO/Clerk
Lisa Higgs

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the

BETWEEN:

**His Majesty the King in right of Ontario
as represented by the enter the full legal title of the Minister**

(the “Province”)

- and -

(the “Recipient”)

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
- Schedule “D” - Budget
- Schedule “E” - Payment Plan
- Schedule “F” - Reports.

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

3.1 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.

4.0 AMENDING THE AGREEMENT

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

5.0 ACKNOWLEDGEMENT

5.1 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 Office of the Fire Marshal**

Date

Name: Carrie Clarke

Title: Deputy Fire Marshal

Date

Name:

Title:

I have authority to bind the Recipient

Date

Name:

Title:

I have authority to bind the Recipient

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

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.

“**Budget**” means the budget attached to the Agreement as Schedule “D”.

“**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.

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

“**Event of Default**” has the meaning ascribed to it in section A12.1.

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

“**Funding Year**” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

“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.

“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 A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

“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 Schedule “C”.

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

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

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.

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

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) 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;

- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) 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.

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 A11.0 or Article A12.0.

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 A10.2;
- (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 for any Funding Year 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 Budget;
- (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.
- (e) not use funds to cover any cost that has or will be funded by the recipients regular operating or capital budget.

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.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

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

A4.6 **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.

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 do so through a process that promotes the best value for money.

A5.2 **Disposal.** 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 set out 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 for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; 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 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual, including public announcements or communications:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.
- (d) obtain prior written approval from the Province before using any Government of Ontario or ministry logo or symbol in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

A8.2 **Notice of Project-Related Communications.** Unless the Province directs the Recipient to do otherwise, the Recipient will provide written notice to the Province a minimum of 14 Business Days' in advance of all Project-related publications, whether written, oral, or visual, including public announcements or communications.

A9.0 INDEMNITY

A9.1 **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.

A10.0 INSURANCE

A10.1 **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.

A10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
 - (ii) other proof that confirms the insurance coverage required by section A10.1; 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.

A11.0 TERMINATION ON NOTICE

A11.1 **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.

A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, 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 A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 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.

A12.2 **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.

A12.3 **Opportunity to Remedy.** If, pursuant to section A12.2(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.

A12.4 **Recipient not Remediating.** If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(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,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) **demand from the Recipient payment of the unspent Funds;**
- (b) **adjust the amount of any further instalments of Funds accordingly.**

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

TP Agreement – Shortened

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,

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, courier or fax; 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; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and
- (c) 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, courier or fax.

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, A4.6, section A5.2, 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 A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, 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**

Maximum Funds	\$
Expiry Date	March 31, 2025
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$ 5,000.00
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Name: Program Development & Analytics Unit, Office of the Fire Marshal, Public Safety Division Ministry of the Solicitor General</p> <p>Attention: Katrina Nedeljkovich, Operations Manager</p> <p>Address: 2284 Nursery Road, Midhurst, ON, L0L 1N0</p> <p>Phone: 705-305-4595</p> <p>Email: Katrina.nedeljkovich@Ontario.ca / OFMGrants@Ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>

Additional Provisions:

None

SCHEDULE “C” PROJECT

The Ministry of the Solicitor General, Office of the Fire Marshal received Treasury Board (TB) approval for \$30.0M grant over 3 years in funding to support the municipal fire service in acquiring critical equipment and other needs (health and safety, minor infrastructure and specialized tools) to improve and enhance the level of fire protection service being provided. These approved funds are provided through what is known as the Fire Protection Grant.

Year one of the Fire Protection Grant focuses on firefighter health and safety (specifically cancer prevention measures) and minor infrastructure updates. These themes were chosen based on feedback from fire stakeholders across Ontario about the challenges and risks firefighters face in performing their duties.

The Ministry has identified four categories of eligibility:

- Cancer Prevention – Equipment (such as exhaust extraction systems in the fire station or washing machines for firefighting gear to remove contaminants, etc.)
- Cancer Prevention - Personal Protective Equipment (such as facepieces, balaclavas, etc.)
- Cancer Prevention – Minor Infrastructure (such as showers in the fire station, etc.)
- Technology – Minor Infrastructure (such as bringing internet to fire stations that do not currently have access to improve connectivity and training opportunities, etc.)

The grant application window opened on July 23, 2024 and closed September 5, 2024.

SCHEDULE "D" **BUDGET**

Funding will be provided to the
upon execution of this Agreement.

Funding will be provided to the
explicitly for the purchase of one, or a combination of, the items prescribed within the
listed summary in Schedule "C". Copies of all invoices and receipts for said items will
be provided to the Office of The Fire Marshal as part of the Report Back described in
Schedule "F" that forms part of this agreement.

The funds must be committed to the project as approved by March 31st, 2025.
Subsequently, the funds must be spent by the municipality by the end of Provincial
Financial Quarter Three (Q3) (December 31, 2025).

SCHEDULE “E” PAYMENT PLAN

E.1 MAXIMUM FUNDS

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set out in Schedule “B”.

E.2 PAYMENT SCHEDULE

The Funds will be provided to the Recipient for the Funding Year subject to the Agreement having been signed by the Province.

SCHEDULE "F" REPORTS

As a condition of the Fire Protection Grant, a report back to the Office of the Fire Marshal must be received by the end of Provincial Financial Quarter, Q3, to outline how the grant was utilized and the benefit(s) seen at the department level.

As part of the report back the municipality will provide copies of all invoices and receipts for the items purchased for the approved project(s) as noted in Schedule C.



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2025-05

Being a By-Law to amend Consent/Road User Agreement fees for Public Works in By-law No. 2021-73

WHEREAS Section 391 of the Municipal Act, 2001, R.S.O.2001, c. 25, as amended, provides that the Council of a local municipality may pass by-laws to impose fees and charges;

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

1. That Schedule "A" to By-law No. 2021-73 be amended by inserting the following item:

Item #	Category	Sub-Category	Item	Fee	Notes
4.33	Public Works	Consent/Road User Agreements	Utility Right of Use	\$200.00 Flat Fee + \$0.25 per metre of installed length 0.00	For Municipal Consent/Road User Agreements permitting infrastructure on Township Right of Ways

2. This by-law comes into full force and effect on final passing.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND FINALLY PASSED THIS 13TH DAY OF JANUARY, 2025.

Mayor
Grant Jones

CAO/Clerk
Lisa Higgs



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY- LAW NO. 2025-06

Being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on January 13, 2025.

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 January 13, 2025; 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 13th DAY OF JANUARY, 2025.

Mayor
Grant Jones

Deputy Clerk
June McLarty