



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

- A G E N D A -

Monday March 10, 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 Regular Council Meeting of February 24, 2025
- (b) Minutes of the Young at Heart Meeting of January 23, 2025
- (c) Draft Minutes of the Communities in Bloom Meeting of February 12, 2025
- (d) Draft Minutes of the Southwold 175 Planning Committee Meeting of February 18, 2025
- (e) Draft Court of Revision Meeting Minutes – Ryan Drain 2024

5. DELEGATION

6. DRAINAGE

7. PLANNING

- (a) PLA 2025-09 Application for Consent E21-25, 35383 Scotch Line

8. REPORTS

- (a) FIR 2025-02 Activity Report – January and February 2025
- (b) IDS 2025-13 Activity Report –February 2025
- (c) FIN 2025-05 IT Support Agreement - Zouling Technologies Inc
- (d) FIN 2025-06 Water and Sanitary Budget By-laws
- (e) CBO 2025-04 Activity Report –February 2025
- (f) CBO 2025-05 Lawnmower Quotes
- (g) CAO 2025-14 Activity Report – February 2025
- (h) From the Elgin County Council Chambers – February 25, 2025

9. CORRESPONDENCE

- (a) Fingal-Shedden and District Optimist Club – Fee Waiver Request
- (b) Elgin County RE: Proposed Woodlands Clearing

10. BY-LAWS

- (a) By-law No. 2025-15, being a by-Law to amend By-law No. 2014-65, being a By-law to regulate the distribution and use of water and to fix the prices and times of payments
- (b) By-law No. 2025-16, being a by-law to adopt the 2025 Water System Operating and Capital Budget
- (c) By-law No. 2025-17, being a by-law to establish Sanitary Sewer Rates and to repeal By-law No. 2023-66
- (d) By-law No. 2025-18, being a by-law to adopt the 2025 Sanitary Sewer System Operating and Capital Budgets
- (e) By-law No. 2025-19, being a by-law to authorize renewing an agreement with Zouling Technologies Inc. for technology maintenance and support services and to repeal By-law No. 2023-24
- (f) By-law No. 2025-20, being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on March 10, 2025

11. OTHER BUSINESS *(For Information Only)*

12. CLOSED SESSION

- (a) A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board (Section 239(2) (k)) – REOI Waste Management
- (b) Personal matters about an identifiable individual, including municipal or local board employees (Section 239(2) (b)) and labour relations or employee negotiations; (Section 239(2) (d)) – HR and CUPE Matters

13. ADJOURNMENT: NEXT REGULAR MEETING OF COUNCIL
Monday March 24, 2025 @ 7:00 P.M.
Council Chambers, Fingal/Via Video Link



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

MINUTES

Regular Council Meeting
Monday February 24, 2025
7:00 p.m. Council Chambers, Fingal, Shedden/Via Video Link

COUNCIL PRESENT: Mayor Grant Jones
Deputy Mayor Justin Pennings
Councillor John Adzija
Councillor Sarah Emons (8:17 P.M.)
Councillor Scott Fellows

ALSO PRESENT: Jeff Carswell, CAO/Clerk
Michele Lant, Director of Corporate Services/Treasurer
Aaron VanOorspronk, Director of Infrastructure & Development
Services
Brent Clutterbuck, Drainage Superintendent
Paul VanVaerenbergh, Public Works Superintendent
Mike Taylor, Manager of Environmental Services
Mike Szilagyi, Township Planner
June McLarty, Deputy Clerk

Mayor Jones called the meeting to order at 7:01 p.m.

ADDENDUM TO AGENDA:

DISCLOSURES: None

ADOPTION OF MINUTES:

Council Minutes – Adopt

2025-54 Deputy Mayor Pennings – Councillor Adzija

THAT the Minutes of the Regular Council Meeting of February 10, 2025 and the Special Council Meeting of February 18th, 2025 are hereby adopted.

CARRIED

Committee Minutes – Review

2025-55 Councillor Fellows – Deputy Mayor Pennings

THAT Council had reviewed the Notes from the Southwold 175 Planning Committee Meeting of February 3rd, 2025, the Draft Minutes of the War Memorial Committee Meeting of February 11th, 2025 and the Draft Minutes of the Economic Development Committee Meeting of February 13th, 2025.

CARRIED

DRAINAGE:

Appoint Members for Court of Revision

2025-56 Councillor Adzija – Deputy Mayor Pennings

THAT Council of the Township of Southwold appoints Grant Jones as Chairman, Justin Pennings, John Adzija, as members of the Court of Revision for the Ryan Drain 2024.

AND THAT Council adjourn and form the Court of Revision for the Ryan Drain 2024 at **7:02 p.m.**

CARRIED

Adjournment of Court of Revision

2025-57 Councillor Adzija – Deputy Mayor Pennings

THAT the Court of Revision for the Ryan Drain 2024 adjourns at **7:05 p.m.;**

AND THAT the regular meeting of Council reconvenes.

CARRIED

REPORTS:

IDS 2025-10 Southwold Distribution System – Clow Smart Hydrants

2025-58 Deputy Mayor Pennings – Councillor Adzija

THAT Report IDS 2025-10 relating to purchasing and implementing five smart hydrants on the Southwold Distribution System; and

THAT the Mayor and Council of the Township of Southwold authorize Township Staff to purchase five (5) new smart hydrants from Emco Waterworks at a cost of \$26,037 excluding applicable taxes.

CARRIED

IDS 2025-11 Gravel Tender Award

2025-59 Councillor Fellows – Councillor Adzija

THAT Council accept the supply and delivery of granular materials from Jeff Campbell Trucking in the amount of \$678,925.00, excluding HST.

CARRIED

From the Elgin County Council Chambers – February 11, 2025

Mayor Jones presented this report to Council.

CORRESPONDENCE:

- Stantec Consulting Ltd RE: Enbridge Gas Inc. – Southwold Pipeline Project, Notice of Study Commencement and Public Information Sessions
- Town of Lincoln Resolution RE: Request the Redistribution of the Provincial Land Transfer Tax and GST to Respective Municipalities for Sustainable Infrastructure Funding
- Elgin Area Primary Water Supply System Master Plan Notice of Study Commencement
- Fee Waiver Request - L. Cuthbert
- Town of Parry Sound Resolution RE: Call to “buy Canadian”

Town of Lincoln Resolution RE: Request the Redistribution of the Provincial Land Transfer Tax and GST to Respective Municipalities for Sustainable Infrastructure Funding

2025-60 Deputy Mayor Pennings – Mayor Jones

BE THAT IT BE RESOLVED The Council of the Corporation of the Township of Southwold hereby supports the attached resolution 2025-04 from the Town of Lincoln requesting support to the Redistribution of the Provincial Land Transfer Tax and GST to Respective Municipalities for Sustainable Infrastructure Funding; and

FURTHER THAT a copy of this resolution be sent to the Prime Minister Justin Trudeau, Premier Doug Ford, the Ontario Minister of Finance, the Minister of Municipal Affairs and Housing, MP Karen Vecchio, MPP Rob Flack, the Federation of Canadian Municipalities (FCM), the Association of Municipalities of Ontario (AMO) and the Town of Lincoln.

CARRIED

Request to Waive Fees – Fridge Door Live Theatre Company

2025-61 Councillor Fellows – Deputy Mayor Pennings

THAT Council waive the fees for the Fridge Door Company in the amount of \$330.00 for the use of the Southwold Keystone Complex on June 3rd, 2025 to set up for the “Blue Side Up” production on June 4th and June 5th, 2025.

CARRIED

Council reviewed the other items under Correspondence.

Break 7:20 p.m. – 7:30 p.m.

PLANNING:

ZBA 2025-02, 39024 Talbot Line

In attendance: A. Lepore and V. Lepore

Opening of Public Meeting for ZBA 2025-02

2025-62 Councillor Fellows – Deputy Mayor Pennings

THAT Council of the Township of Southwold now sits as a public meeting under the Planning Act to consider Zoning By-law Amendment file no. ZBA 2025-02, A. and V. Lepore, 39024 Talbot Line opens at **7:30 p.m.**

CARRIED

Chairman Jones stated that this is a public meeting as required by Section 34 of the Planning Act to afford any person an opportunity to make representation with respect to a proposed Zoning By-law Amendment to rezone the subject property legally described as: Concession North of the North Branch Talbot Road S Part of Lots 34 and 35, municipally known as 39024 Talbot Line.

The proposed Zoning By-law Amendment (ZBA) application would rezone the subject property from the Residential 1 (R1) Zone to the requested residential 1 Special Provisions 39 (R1-39) Zone. The proposed zoning seeks to permit a home occupation (Dog Groomer) with an accessory structure and occupying an area of approximately 100 m² (1080 sq ft).

Chairman Jones ask if any members of Council had a disclosure of interest concerning the proposal. None were declared.

Chairman Jones asked the Clerk what method of notice and when was the notice given to the public for this meeting. The Clerk responded that notices were mailed to neighbouring property owners within 120 meters of the subject lands and emailed to the commenting agencies on January 30th, 2025. A sign was posted on the subject property prior to the deadline of February 4th, 2025.

Planner Mike Szilagyi presented his report to Council and the public.

Chairman Jones asked the Clerk if any comments were received from staff. The Clerk responded yes. Staff comments were received as detailed in the Planning Staff Report.

Chairman Jones asked if any written submissions were received on this application. The Clerk responded that agency comments were received, as detailed in the Planning Staff Report.

Chairperson Jones stated that before he opened the floor to questions from the public, please be advised if any person from the public wished to receive further information on the action of Council regarding the decision on the application for the Zoning By-law Amendment, please ensure that they email their name, address, postal code and phone number to the Planner or Clerk by February 25, 2025. Any person that has contacted the Planner to be part of the public meeting today will receive this further information automatically.

Chairperson Jones asked if the owner and/or applicant is in attendance to please identify yourself so that the Township has a record of your attendance at this public meeting, with your name and civic address.

V. Lepore and T. Lepore of 39024 Talbot Line, St. Thomas identified themselves.

Chairperson Jones asked if there was anyone here for this public meeting to please identify themselves so that the Township has a record of your attendance at this public meeting with your name and civic address.

Chairman Jones asked if any member of Council had a comments or questions on this application. Deputy Mayor Pennings asked for clarification regarding the grooming of 4 dogs. Mr. Szilagyi responded that the by-law did not include wording for the permitting of grooming 4 dogs but there is the opportunity to do so under this by-law. No dogs will be allowed to board on the property.

Chairman Jones asked there were any further questions on this application. None were asked.

PLA 2024-06 ZBA 2025-02, 39024 Talbot Line

2025-63 Councillor Fellows – Deputy Mayor Pennings

THAT Report PLA2025-06 be received for information;

THAT Application for Zoning By-law Amendment No. ZBA 2025-02 to amend the zoning of the property known municipally as 39024 Talbot Line, St. Thomas from Residential 1 (R1) Zone to a Residential 1 Special Provision 39 (R1-39) Zone, be **APPROVED**; and,

THAT By-law No. 2025-12 be referred to the By-laws section of the Council Agenda of February 24, 2025 for passage.

CARRIED

Chairman Jones advised that the decision may be appealed to the Ontario Land Tribunal by the applicant. This public meeting is now concluded.

Closing of Public Meeting ZBA 2025-02

2025-64 Councillor Adzija – Councillor Fellows

THAT the public meeting to consider the application to amend the zoning on the property owned by A. and V Lepore, 39024 Talbot Line closes at **7:47 p.m.**

CARRIED

PLA 2025-07 Application for Consent E16-25, 33728 Fingal Line

2025-65 Councillor Fellows – Councillor Adzija

THAT Council recommend approval to the Elgin County Land Division Committee for Consent Application E16-25 subject to the recommended conditions provided in Appendix 2 of Report PLA 2025-07.

CARRIED

PLA 2025-08 Application for Consent E17-25, 39391 Fingal Line

2025-66 Deputy Mayor Pennings – Councillor Fellows

THAT Council recommend approval to the Elgin County Land Division Committee for Consent Application E17-25 subject to the recommended conditions provided in Appendix 2 of Report PLA 2025-08.

CARRIED

Break 7:58 p.m. -8:00 p.m.

DELEGATION:

Water Rate Study

8:00 p.m. – 9:38 p.m.

Director of Infrastructure and Development Services Aaron VanOorspronk presented a report on the Township's Water Rate Study. The report included amounts for water purchased, operating costs, revenues and shortfalls. There were also future rates from the Water Rate Study in the report. Mr. VanOorspronk report concluded with the rates for a phase in approach to cover the shortfalls on the Township' water and sewage systems.

Jamie Witherspoon from WT Infrastructure presented an additional report on the Water Rate Study. This report outlined the impacts of the community growth on our water and wastewater systems and the costs that need to be recovered. This report showed how the municipal drains will be affected by a stormwater system. Mr. Witherspoon also reported on the proposed rate structure for water, wastewater and stormwater. Mr. VanOorspronk and Mr. Witherspoon answered questions from Council and provided comparative information from neighbouring municipalities.

Break 9:38 –9:45

IDA 2025-12 One Water Rates Study

2025-67 Councillor Fellows – Deputy Mayor Pennings

THAT Council receives report IDS 2025-12 as information: and,

THAT staff be directed to prepare the necessary by-laws to adopt the 2025 water rates and the 2025 water system operating and capital budgets; and,

THAT staff prepare necessary by-laws to adopt the 2025 sewer rates and the 2025 Sanitary Sewer System operating and capital budgets; and,

THAT the full rate be applied to water and stormwater with a 3-year phased in rate for sanitary as applied as discussed.

BY-LAWS:

- By-law No. 2025-12, being a by-law to amend By-law No. 2011-14, Lepore, 39024 Talbot Line
- By-law No. 2025-13, being a by-law to appoint Councillors and Ratepayers to various Boards and Committees requiring Council

representation and to repeal By-law No. 2024-13.

By-law 2025-12

2025-68 Councillor Emons – Deputy Mayor Pennings

THAT By-law No. 2025-12 being a by-law to amend By-law No. 2011-14, Lepore, 39024 Talbot Line, be read a first and second time, considered read a third time and finally passed this 24th day of February, 2025.

CARRIED

By-law 2025-13

2025-69 Councillor Adzija – Councillor Emons

THAT By-law 2025-13, being a by-law to appoint Councillors and Ratepayers to various Boards and Committees requiring Council representation and to repeal By-law No. 2024-13, be read a first and second time, considered read a third time and finally passed this 24th day of February, 2025.

CARRIED.

CLOSED SESSION:

2025-70 Deputy Mayor Pennings – Councillor Emons

THAT Council of the Township of Southwold now moves again into a session of the meeting that shall be closed to the public at **10:29 p.m.** in accordance with Section 239 (2) of the Municipal Act, S.O. 2001, c. 25 for discussion of the following matters;

- Personal Matters about an identifiable individual, including municipal or local board employees (Section 239 (2)(b)) – HR Matters

CARRIED

Adjournment of Closed Session

2025-71 Councillor Emons- Councillor Fellows

THAT Council of the Township of Southwold adjourns the Closed Session of the Regular Council meeting at **10:59 p.m.**

CARRIED

STAFF DIRECTION

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

Confirmation By-law:

- By-law No. 2025-14, being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on February 18, 2025 and February 24, 2025

Confirmation By-law

2025-72 Councillor Adzija – Councillor Emons

THAT By-law No. 2025-14 be read a first and second time, considered a third time and finally passed this 24th day of February, 2025.

CARRIED

ADJOURNMENT:

2025-73 Councillor Fellows – Deputy Mayor Pennings

THAT Council for the Township of Southwold adjourns this Regular meeting of Council at **11:00 p.m.**

CARRIED

Mayor
Grant Jones

CAO/Clerk
Jeff Carswell

4. Christmas Dinner Wrap-up

A Thank you card was received from the Clutterbucks. A lot of good compliments were received about the meal. The poinsettias were nice. For future meals, we will request that Royal Oak arrive ½ hour before the start of the meal.

5. February 13th Event

Games, desserts and social time with a start time of 1:00 p.m. Sarah to contact Pete Sheridan about doing a talk on chocolate. Sharon will get some Valentine napkin, and candy. Committee members should wear pink or red. The desserts can be made by Royal Oak, Made with Love or Trudy has offered to make cookies.

6. Future Events

Contact Royal Oak to cater a drive-thru Easter Dinner on April 10th. Ham or turkey are suggestions for the menu.

7. Other Business

No other business was discussed.

8. Adjournment and Next Meeting

Adjourned at 2:59 p.m. to meet again at 1:30 p.m. on March 27, 2025 in Council Chambers, Fingal

Draft



MINUTES

CIB COMMITTEE

@ 10:30 a.m.

February 12, 2025

Council Chambers, 35663 Fingal Line



Attendees: Shelley Smith
Shannan Worotny
Jo-Anne Cummings-Stinson
June McLarty, Staff Resource
Mayor Grant Jones
Cathy Koyle
Christine McArthur

Guest: Aaron VanOorspronk

Regrets: Karen Graff, Dave Nichols, Shirely Lorch

Shelley called the meeting to order at 10:39 a.m.

Director of Infrastructure and Development Services Aaron VanOorspronk attended the meeting to update the committee on the construction that will be happening on Fingal Line in 2026. Mr. VanOorspronk reported that staff would like to work with the committee to get their input on new beautification and gateway features. A landscaping artist will also be working on this project. Mr. VanOorspronk also reported that the existing sign boxes would be dismantled and relocated to a different area if needed.

2025-01 Moved by: Grant Jones – Seconded by: Shannon Worotny

RESOLVED THAT the agenda for the February 12, 2025 meeting be approved.

CARRIED

2025-02 Moved by: Shannon Worotny – Seconded by: Christine -McArthur

RESOLVED THAT the minutes of the November 13th, 2024 meeting be approved with the correction that the Southwest Hosta Society are attending the plant sale.

CARRIED

Flags

B. Longhurst provided a report to the committee on the small flags that are put up around the township. The report included a list of locations and the number of small flags that we have. It was also reported that V. Cron needs some more small flags and will look after washing, putting up and taking down the small flags.

The Southwold Fire Department has reported that they would like to put up additional flags this year and will look after putting the flags up at the four corners in Shedden.

2025-03 Moved by: JoAnne Cummings-Stinson – Seconded by: Shannon Worotny

RESOLVED THAT 60 Poles and brackets, 60 large Canadian Flags and 20 small Canadian flags be ordered.

CARRIED

The CIB committee will provide treat trays to the fire department as a thank you for putting up the flags. The date and time to deliver the trays will need to be determined.

Plant Sale – Horse Show

A horse show is planned for the same day as the plant sale, but it shouldn't interrupt anything.

Christine reported that she has ordered 1000 petunia seeds, and they should be enough to do some hanging baskets. She has ordered geranium seeds as well.

Shannon is planting vegetable seeds for the sale. The plants this year may be in the four pack containers and not in the solo cups. Cathy will maintain the food booth.

Committee members are asked to bring 1-2 dozen muffins. June will prepare the flyer for the plant sale and it will be advertised as much as possible. Permission to advertise on the electronic sign at the library and the Rosy sign at Corsley Park need to be obtained. The picnic tables need to be rows and the McArthur family's plant stand are available for use at the sale. A suggestion to have a door prize draw at the plant sale was made.

Changes for 2025

- More flags will be put up in 2025.
- The Shedden south sign box will not be planted this year due to the construction on Union Road.
- More perennial flowers instead of annual flowers will try to be planted in the sign boxes. Suggestions were made to use pollinator plants or yucca plants or native plants when possible.
- Hostas will be tried in some of the Talbotville planter boxes
- Shelley is getting marigolds to use wherever possible

- Christine will plant the containers at the crash site with red, white and blue flowers

Other Business

A doodle poll will be conducted to determine if May 28 or 29 is the best date to plant the containers at Grant.

Committee members will arrange with the Facilities Manager, John Price to get the step-planters out

A post on the Communities in Bloom Facebook page will be created to obtain new members to the committee.

The annual Appreciation Dinner will be held on Wednesday August 27 at Talbotville Optimist Sports Park. Social hour at 5:00 p.m. and dinner at 6:00 p.m.

Adjournment

2025-04 Moved by: Shelley Smith – Seconded by: Christine McArthur

RESOLVED THAT the meeting of the Communities in Bloom Committee be adjourned at **12:14 p.m.** to meet again on **Wednesday April 30, 2025 at 10:30 a.m.**

CARRIED

Shelly Smith - Chair

June McLarty – Staff Resource



Southwold 175 Planning Committee Meeting Minutes

Tuesday February 18, 2025
Council Chambers, Fingal
Time meeting started: 3:30 p.m.

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

Regrets:

1. Call Meeting to Order and Welcome

Mayor Jones called the meeting to order at 3:37 p.m.

2. Approval of the Agenda

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

That the agenda for the February 18th, 2025 meeting be approved

Carried

3. Approval of the January 6th, 2025 Minutes and Notes from the February 3rd, 2025 meeting

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

That the minutes from the January 6th, 2025 meeting and the notes from February 3rd, 2025 meeting be approved.

Carried

4. Event Planner

Event Planner Sharon Lechner attended the meeting. The Committee discussed and answered questions regarding various items that Sharon would be responsible for as the Event Planner. A list of tasks and due dates was provided to the Committee.

5. Planning for 2025

Committee Member Reports on Action Items

a. Sponsorship Packages

Some final adjustments need to be made. Sharon and Sofia will work with Brittany to finish up the sponsorship package. Once we start to receive sponsors, thank you will be posted on the website and social media accounts.

b. Entertainment

No update for this meeting

6.0 Winterfest Booth

The booth at Winterfest went well. Not everyone who attended Winterfest came through the complex. The history information pamphlets were available and people picked them up.

7.0 S175 Website Content

Sarah to contact Ross and Len about contributing website. A suggestion was made for Anya to do write up for a history page on the Fire Department

8.0 Promoting Merchandise

Chris reported that it would be \$30.00 to make the adjustment from Station to Stn. on the list of names on the back of the merchandise. Regular scheduling posts for merchandise should be done on the website and social media accounts. Maybe get a family to model the merchandise to create a post. Abi may be able to do some additional flyer creation.

9.0 2025 Event Budget

Updates

10.0 Other Business

Creation of invitations for dignitaries.

Contact local ag businesses or farming groups for displays.

11.0 Adjournment and Next Meeting

RESOLVED that the meeting be adjourned at **4:57 p.m.** to meet again at **3:30 p.m.** on **March 17, 2025.**

Draft



Meeting of the Court of Revision

Ryan Drain 2024

Monday February 24, 2025

**Held at the Council Chambers, 35663 Fingal Line, Fingal, Ontario/Via
Video Link**

Members – Court of Revision Ryan Drain 2024

C of R 2025-01 **MOVED BY:** John Adzija
SECONDED BY: Justin Pennings

THAT Council of the Township of Southwold appoints Grant Jones as Chairman, Justin Pennings and John Adzija as members of the Court of Revision for the Ryan Drain 2024.

AND THAT Council adjourn and form the Court of Revision for the Ryan Drain 2024 at **7:02 p.m.**

CARRIED

Chairman Jones stated that this is a Court of Revision as required by the Drainage Act to afford any person assessed on the Ryan Drain 2024 provisionally adopted by By-law 2025-07 on January 27, 2025 to make an appeal with respect to their assessments.

Chairman Jones asked if everyone was notified in an appropriate way that is required to be notified under the Drainage Act. The Clerk responded yes. On January 29, 2025 all parties required to be notified under Section 46 of the Drainage were sent by regular mail or email a copy of the Provisional By-law with a Notice of the Sitting of this Court of Revision. This notice also informed all landowners of the Drainage Acts requirement to notify the Clerk in writing, of an appeal to the Court of Revision 10 days before the first sitting of the Court of Revision.

The notice sent to the developer contained a letter from the engineer and an updated drawing for the drain. The letter confirmed that the developer was

responsible for all costs of the report and the updated drawing specified the access location to the drain for future maintenance

Chairman Jones asked the Clerk if any appeals were received in writing 10 days prior to this sitting of this Court of Revision from any assessed landowners. The Clerk responded no.

Chairman Jones stated that hearing no appeals to the Court of Revision may I have a resolution to adopt the assessment schedule contained in the report for the Ryan Drain 2024

C of R 2025-02 **MOVED BY:** Justin Pennings
SECONDED BY: John Adzija

RESOLVED THAT the Court of Revision adopts the assessment schedule contained in the report dated October 16, 2024 for the Ryan Drain 2024

CARRIED

Adjournment Court of Revision – Ryan Drain 2024

C of R 2025-03 **MOVED BY:** John Adzija
SECONDED BY: Justin Pennings

RESOLVED THAT the Court of Revision for the Ryan Drain 2024 adjourns at **7:05 p.m.;**

AND THAT the regular meeting of Council reconvenes.

Chairperson

Secretary-Treasurer



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 10, 2025
PREPARED BY: Mike Szilagyi, Planner
REPORT NO: PLA 2025-09
SUBJECT MATTER: **Consent Application E21-25**
35383 Scotch Line (Agent: Donald Ferguson)
Township Comments to Elgin County

Recommendation(s):

THAT Council recommend approval to the Elgin County Land Division Committee for Consent Application E21-25 subject to the recommended conditions provided in Appendix 2 of Report PLA 2025-09.

Purpose:

Consent Application E21-25 proposes to sever a dwelling surplus to a farming operation. The subject parcel of land has a frontage of approximately 631 m (2,070.2 ft) along Scotch Line with a depth of approximately 652 m (2,139.11 ft) and a total area of 40.26 ha (99.48 ac). The area of the lands proposed to be retained is 39.8 ha (98.35 ac) with a proposed frontage of 543 m (1,781.5 ft), with a total depth of approximately 652 m (2,139.11 ft). The retained lands contain 5 storage sheds which are proposed to be retained while the lands will be used for agricultural purposes. The area of the lands proposed to be severed will measure 0.45 ha (1.11 ac) in area with a proposed frontage of 88 m (288.71 ft). The severed parcel contains a single-detached dwelling which will be retained. The severed parcel is serviced by private water and private septic services. A severance sketch illustrating the proposed severance is attached to this report as Appendix 1.

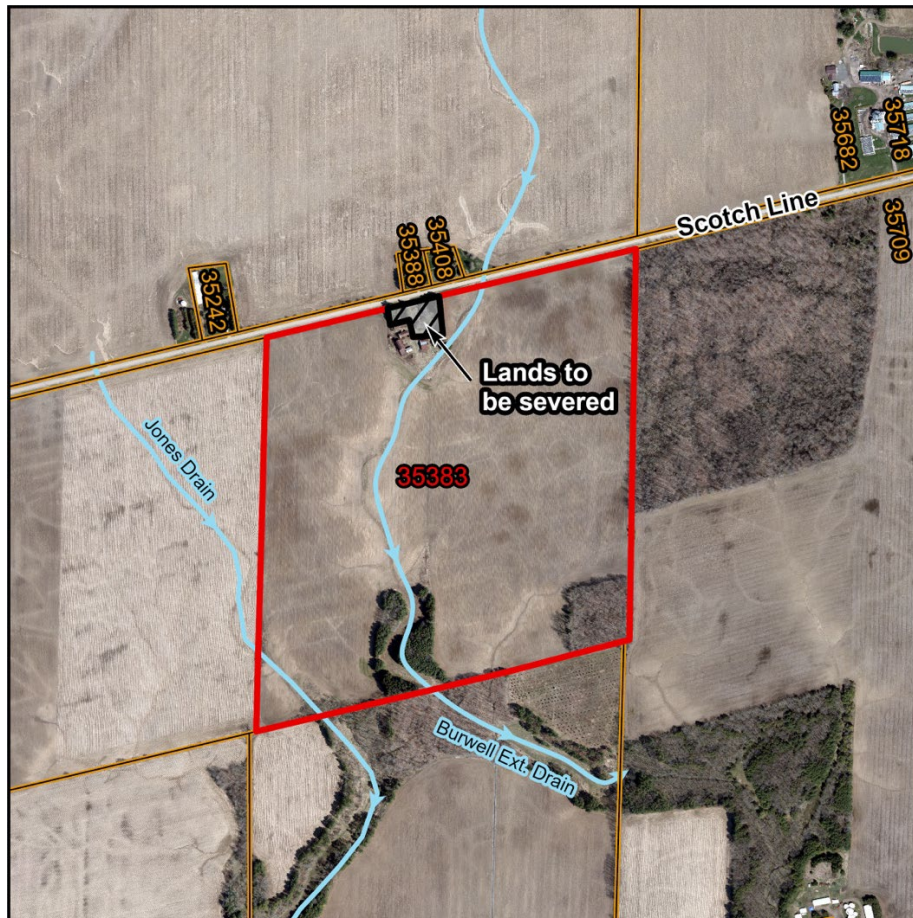
Consent Application E21-25 has been submitted to Elgin County for lands located within the Township of Southwold. The subject property is located at 35383 Scotch Line, Port Stanley and is legally described as Range 2, North Lake Road, Lot 4. The subject property is shown on the Key Map provided below.

Background:

Application No.	E17-25
Owners:	MGC Farms Limited
Agent:	Donald Ferguson

Address:	35383 Scotch Line, Port Stanley
Water Supply:	Private Well
Sewage Supply:	Private Septic Service
Buildings/Structures	Existing dwelling and accessory structures (5 sheds) proposed to be retained.
Elgin County Official Plan	Agricultural Area
Application No.	E21-25
Settlement Area:	N/A
Official Plan Designation	Agricultural Area
Zoning By-law 2011-14 38068 Munro Line	<p>Agricultural 1 (A1) Zone</p> <p>Minimum Lot Area – 40.0ha (99ac) Minimum Lot Frontage – 200.0m (656ft) Minimum Front Yard – 19.0m (62ft) Minimum Interior Side Yard – 4.5m (15ft) Minimum Rear Yard – 8.0m (26ft)</p> <p>For a single-detached dwelling created by consent: Minimum Lot Area – 1,858.0 m² (20,000 ft²) Maximum Lot Area – 6,000.0 m² (1.48 ac) Minimum Lot Frontage – 30.0m (98ft)</p>

Key Map of 35383 Scotch Line, Port Stanley



Planning Analysis:

Consent Application E21-25 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 March 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 E21-25 was reviewed by staff with consideration to the Provincial Planning 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	2.6 Rural Lands in Municipalities 4.3.3 Lot Creation and Lot Adjustments	<ul style="list-style-type: none"> Residential development, including lot creation, where site conditions are suitable for the provision of appropriate sewage and water services Residential lot creation for a surplus residence is permitted, based on lot size limits, appropriate servicing 	Residential lot creation is permitted in the rural area when surplus to an agricultural operation, subject to regulations and appropriate servicing
Elgin County Official Plan	A6.1.2. Agricultural Area C2.1 [Agricultural Area] Objectives C2.4 Lot Creation/Consents E1.2.3.4 Lot Creation on Lands in the Agricultural Area	<ul style="list-style-type: none"> Agricultural Area designation Maintain and preserve the agricultural resource base of the County Preserve and promote the agricultural character of the County and its local communities Lot creation permitted for surplus residential dwellings, residential use must be prohibited on any retained farmland parcels 	Residential lot creation is permitted for surplus residential dwellings
Township of Southwold Official Plan	5.1 Agricultural Area 7.23.4 Agricultural Consent Policies	<ul style="list-style-type: none"> Existing single-detached non-farm dwellings are permitted Land severances in the Agricultural Area may be permitted for surplus farm dwellings, subject to conditions 	Residential lot creation for surplus farm dwellings may be permitted subject to conditions
Township of Southwold Zoning Bylaw	8.2 Agricultural 1 Zone Regulations	<ul style="list-style-type: none"> Proposed lands to be retained would comply with the regulations of the A1 Zone 	The retained lot would require an Amendment to prohibit future

Legislation	Section(s)	Relevance To Application	Comments
		<ul style="list-style-type: none"> Lands to be severed would comply with the regulations of the A1 Zone 	residential development on the lands

The Provincial Planning Statement, 2024, the Elgin County Official Plan, and the Township of Southwold Official Plan permit consent applications for residential uses surplus to a farm operation under certain conditions. This includes rezoning the farm parcel to prohibit future dwellings, the retained residential parcel must be zoned to permit residential uses and where Minimum Distance Separation I (MDS I) Provisions can be met. Consent Application E21-25 would facilitate the retention of an existing residential use while the remaining retained lands would remain in use for agricultural purposes.

The subject property is presently serviced with private water and a septic system. Staff have indicated that the proposed residential parcel is to be connected to available municipal water services and a condition has been included to this effect. The proposed severed residential lot is proposed to have a lot area of 0.45 ha and will comply with applicable zoning provisions. With respect to the retained parcel, there are 5 accessory structures ranging in size from 125 m² (1,345.5 ft²) to 291 m² (3,132.3 ft²) which are proposed to be retained. Given the size of the accessory structures, it's possible they were once used for housing of livestock. If this is the case, the applicant will be required to either submit a change of use permit or have the structures demolished. A condition has been included to address this in Appendix 2. Furthermore, one of the accessory structures is located in close proximity to the proposed severed parcel. The applicant is required to confirm that the structure is setback from the nearest property line by a minimum of 1.2 m, in compliance with the Zoning By-law. If not, permission through a Planning Act application will be required. A condition has also been included to address this item.

As part of the consent application, a future zoning amendment will be required to rezone the severed agricultural lands to prohibit future residential development. This requirement has been included within the recommended conditions of approval for Consent Application E21-25.

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 E21-25 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

- No comments

Infrastructure

- Residential parcel to connect to Southwold Water Distribution System

Chief Administrative Officer

- No comments

Building Department

- Septic letter stating the system is in working condition and showing exact location of the system is required. If system shown not to be in good working order, a septic permit will be required in order to replace the system
- Any barns that may have been used for the housing of livestock would be required to have a change of use permit or demolition permit
- Confirm the separation distance of the 135 sq.m. accessory structure to the proposed new lot line. If shown to be less than 1.2 m, a variance will be required

Water/Wastewater

- Property is not serviced by municipal water. Existing well is located in new lot created. Watermain does run along Scotch Line. It would be nice to see the new lot serviced with municipal water

Drainage

- Reapportionment of the Jones Drain and the Burwell Drain
- A mutual drain agreement will be required in order to provide for a legal outlet of the newly created residential lot
- Please note that the Jones Drain is in the hands of the engineer who is working on a Section 78 report under the Drainage Act. The retained property will have liability to some of the apportionment of costs involved with this project

Conclusion:

Planning staff recommend support of Consent Application E21-25 for the property known municipally 35383 Scotch Line, Port Stanley, which would facilitate creation of one new residential lot surplus to a farm operation. This recommendation is subject to the conditions listed below and attached as Appendix 2 to Planning Report PLA 2025-09. 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. Submission of all **financial** and municipal fees, including but not limited to cash in lieu of parkland, development charges and water and sanitary connection fees of the Township, to the satisfaction and clearance of the Township.
2. The provision of 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 the Jones Drain and the Burwell Drain.
6. Provision of a **lot grading** plan.
7. Submission of written request to the Township for **clearance of conditions** to County.

Site Specific Conditions

1. Connect the severed residential lot to available **municipal water** services.
2. Provide confirmation of location and status of existing **septic system**. If not in working order, obtain permit to replace septic system.
3. Provide confirmation of previous use of existing **accessory structures**. If any were used for housing of livestock, change of use permit or demolition permit is required.
4. Provide confirmation of **distance of accessory structures** to new residential parcel lot line. If less than 1.2 m, planning act application required to permit reduced setback.
5. Provide a legal **drainage outlet** for the new residential parcel and enter into a **mutual drain agreement**.
6. The retained agricultural lands must be **rezoned** to prohibit any future dwellings on the lands.

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 Szilagy
Planner
"Submitted Electronically"

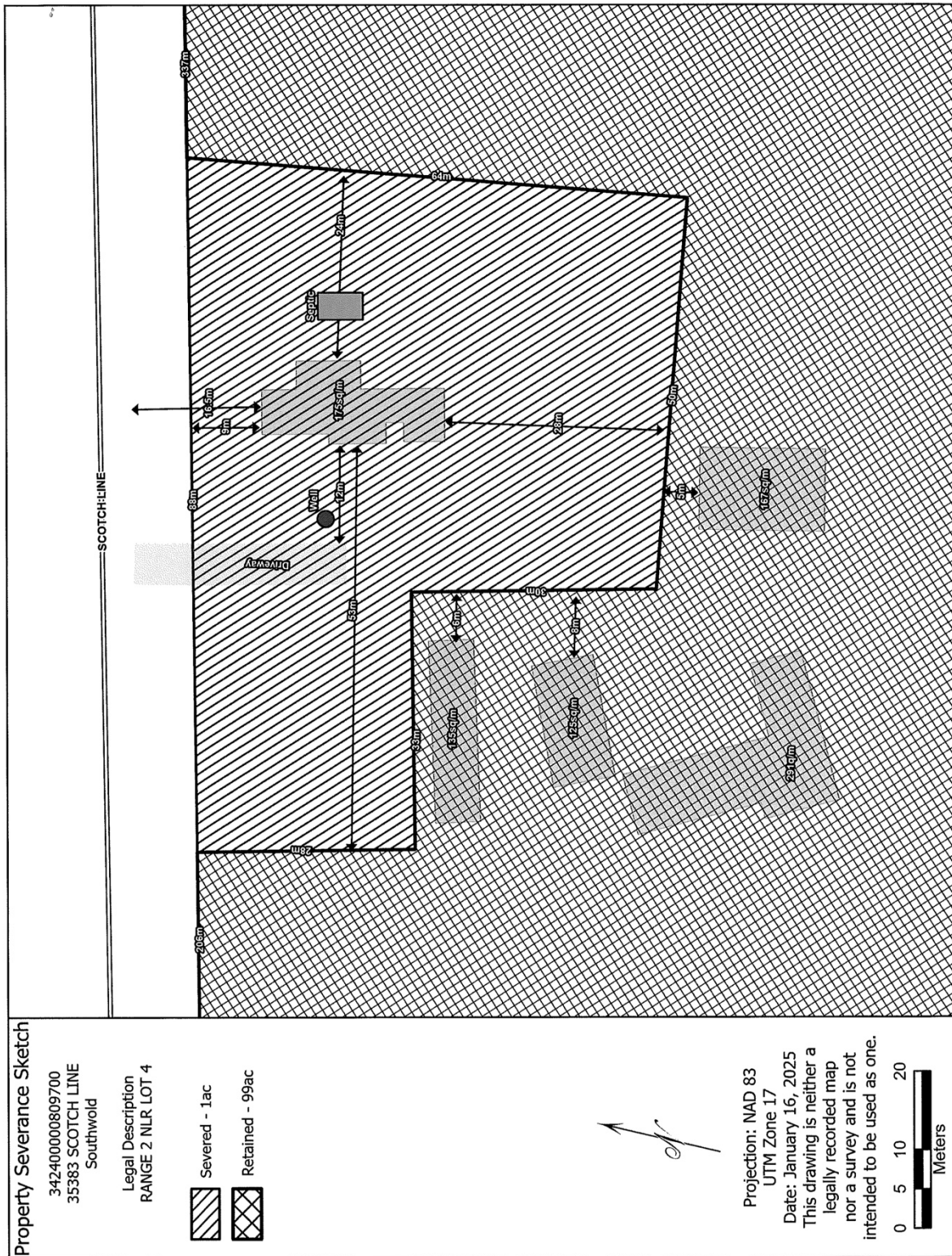
Approved by:
Jeff Carswell
CAO/Clerk
"Approved Electronically"

Appendices

Appendix 1 – Building Survey and Severance Sketch

Appendix 2 – Township Conditions Consent Application E21-25

Appendix 1 - Severance Sketch (353831 Scotch Line, Port Stanley)



Appendix 2 – Recommended Conditions of Approval (E21-25)**Township of Southwold 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. That the Applicant provides a description of the lands to be severed which can be registered in the Land Registry Office, to the satisfaction and clearance of the Township.
3. That the Applicant's Solicitor provides an undertaking to the Township, to provide a copy of the registered deed for the severed parcel once the transaction has occurred to the Township.
4. That a digital copy of the draft and final deposited Reference Plan be provided to the Township.
5. That the Owner prepare and submit an engineered Lot Grading for the severed and retained parcels to the satisfaction of the Township.
6. That the Owner submit a written request and fee for the necessary Drainage Reapportionment of the Jones Drain and the Burwell Drain to be completed pursuant to the Drainage Act, to the satisfaction and clearance of the Township.
7. That the Owner provide a legal drain outlet and enter into a mutual drain agreement pursuant to the Drainage Act, to the satisfaction of the Township.
8. That the Owner provide a letter confirming the status of the existing septic system. If the system is found not to be in working order, the Owner must acquire a permit to install a new septic system on the severed residential parcel, to the satisfaction of the Township.
9. That the Applicant connect the proposed residential parcel to municipal water services, at their cost, to the satisfaction of the Township.

10. That the Owner provide confirmation of the previous uses of the accessory structures located on the retained agricultural parcel. If any of the accessory structures may have been used for livestock, a change of use permit or a demolition permit must be acquired for the structure(s) in question, to the satisfaction of the Township.
11. That the Owner provide confirmation of the separation distances between the accessory structures and the nearest lot line of the residential parcel. If the separation distances are found not to comply with the applicable zoning provisions, a Planning Act approval must successfully be completed to permit the reduced setback, to the satisfaction of the Township.
12. That the Applicant successfully apply to the Township for a Zoning By-law Amendment and rezone the retained agricultural parcel to prohibit future residential uses and having such rezoning of the Zoning By-law come into full force and effect pursuant to the *Planning Act*, to the satisfaction of the Township.
13. That the Applicant's Solicitor provide a request for clearance of conditions to the Township, demonstrating how all the conditions of consent has been fulfilled, to the satisfaction and clearance of the Township.
14. That prior the final approval of the County, the County is advised in writing by the Township how the above-noted conditions have been satisfied.
15. 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: March 10, 2025

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

REPORT NO: FIR 2025-02

SUBJECT MATTER: Activity Report for the Fire Chief, January & February 2025

Recommendation(s):

None – For Council Information.

Purpose:

To update Council on Fire Department Activities for January & February 2025.

Background:

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

- a. *Calls for service* – a total of 50 emergencies were responded to in the months of January & February, including three fires, six MVCs, two extrications, and two mutual aid assists.
- b. *Meetings* – Fire Chief attended County Chief meetings, a County Mutual Aid meeting and several Talbotville Station site meetings.
- c. *Inspections* – no new inspections conducted.
- d. *Public Education* – social media, Shedden Station sign.
- e. *Public Relations* – attended Winterfest.
- 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* – Flooring, plumbing, and lighting fixtures are being installed. Interior finish work is continuing with planned occupancy in late March. Fire Chief attends the site regularly to check on project progress, and staff and firefighters have also had the opportunity to visit the site. Sitework will be completed over the spring and summer of 2025.
- h. *Apparatus & Equipment* – ongoing routine maintenance.

FIR 2025-02 Activity Report for the Fire Chief January & February 2025

Page 2

Report on any outstanding/unresolved concerns, issues:

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

Training Undertaken by Staff:

- a. Department training topics included incident review, search & rescue, overhaul & salvage, spill containment, and annual medical recertification.
- b. One member received NFPA 1002 Pumper Operations Certification.
- 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

x Fiscal Responsibility and Accountability

Respectfully Submitted by:

**Jeff McArthur, Director of
Emergency Services/Fire Chief
"Submitted electronically"**

Approved by:

**Jeff Carswell, CAO/Clerk
"Approved electronically"**



TOWNSHIP OF SOUTHWOLD
Report to Council

MEETING DATE: March 10, 2025

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

REPORT NO: IDS 2025-13

**SUBJECT MATTER: Activity Report for Infrastructure and Development team -
February 2025**

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 February 2025.

Development:

- Meetings to transition the CAO over, bring them up to speed on the numerous projects happening in the Township
- RFP workshop with Colliers for the Talbotville WWTP, RFP development under way, market sounding completed.
- Bi-weekly meetings for the Talbotville WWTP
- Bi-weekly meetings for the Shedden WWTP – entering pre-qualifications period/development, contractor selection planned within two months
- Pre-Construction meeting for the South Shedden Sanitary Sewers
- Ongoing work with Conservation Authorities and Landowners, major project is advancing well
- Finalized the Talbotville Capacity Amendment, with the MECF in draft prior to final filing
- Attended the EDC meeting
- Continued support for the Talbotville fire station build

- Preliminary design meeting for the Village of Fingal Reconstruction with the County of Elgin
- Public Information Centre for the Shedden Wastewater projects, 99 Public Members Attended, a significant desire to connect to sewers exists in Shedden.
- Major watermain break and boil water advisory, provided support to the team, was handled swiftly very proud of the team here.
- Attended pre-consultation with a developer looking to construct a small industrial/commercial subdivision in Talbotville
- Continued support and collaboration with the TVDSB to discuss school opportunities
- Participated in the watermain break debrief, several opportunities for improvement were identified, staff will work to enact those improvements including communications, short term improvements to operations and long-term infrastructure improvements
- Met with a local supplier of water parts to explore buy Canadian opportunities
- Work on shared maintenance agreement with Central Elgin
- 31 New Service Requests were filed with the Township in the month of February
- 24 Work Orders were completed in the Month of February, most relate to snow plowing and span a pay week.

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

<u>Development Files</u>	<u>New this Month</u>	<u>Stage of Development Process</u>	<u>Settlement Area</u>
Talbotville Meadows Phase 1		Residential build out	Talbotville
The Clearing		Residential build out	Talbotville
Enclave Phase 1		Residential build out almost complete, working towards request for assumption	Talbotville
Florence Court		Residential build out, working towards request for assumption	Ferndale
Talbotville Meadows Phase 2		Working towards preliminary acceptance	Talbotville
40134 Talbot Line		Site plan agreement	Talbotville
McBain Line	Draft plan extension approved	Draft plan, working towards engineering submission	Ferndale
35743 Horton Street (Stoss)		Draft Plan Submitted	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	Continued work on the SPA and Condo agreements	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
11432 Sunset Road	Completed Pre-Consultation	Pre-Consultation	Talbotville

Infrastructure:

a) Water and Sanitary:

- OCWA contract negotiations ongoing for water and wastewater operations
- 70 locates were completed for various contractors and landowners in February. 133 locates received to date.
- two old water meters were replaced due to meter failure and or leaks within the meter assembly. 7 meters replaced to date.
- Attended presentation from Pelican Corp on improving process to Ontario One Call locates.
- Mike T attended water related training, requirement of Safe Drinking Water Act.
- Met with Canadian manufacturer to review Canadian made products including curbstops, mainstops, meter pits.
- Scheduling repairs with contractor for sample station leak on Thomas Road
- Ordered replacement and stock inventory materials for 14-inch watermain break including couplers, pipe, saddle. Resupplied Central Elgin and Dutton/Dunwich for parts borrowed.
- Ordered two of five smart hydrants. Location of final 3 hydrants to be determined for Shedden, Fingal, and Talbotville.
- Final Reads completed.



- Building meter assemblies for office and repairs.

b) Roads and Bridges:

- A "Hot Box" has been rented to assist in extending the longevity of cold patch being placed in hard surface potholes, which this year are plentiful. Good results are being seen and a report to council on this unique piece of equipment is forthcoming.
- Freeze thaw on gravel roads is resulting in heaves and potholes and are being addressed at the time of this writing and will continue as conditions improve
- Damaged and missing signs and mailboxes are being repaired



2025 Capital Project Process:

2025	Budget	Actual	Status/Comment
Water and Sewer			
Shedden Wastewater Treatment Plant			Design Finalization, Contractor Pre-Qualification in next month or so
Talbotville Wastewater Treatment Plant			Colliers writing the RFP, Legal and Technical Advisors to be Solicited Soon
South Shedden Sanitary Sewers	\$3,663,048.41		Pre-Con Complete, Advanced Signage to be Posted in the next two weeks
North Shedden Sanitary Sewers			Detailed Design and Geotechnical Investigations Underway
Roads			
Shady Lane Sidewalk	\$15,000		Soliciting quotation
Edge Repairs – Scotch Line	\$50,000		
Rehabilitation John Wise Line and Longhurst Line	\$900,000		Out for Tender with County Group
Scotch Line Resurfacing	\$175,000		Out for Tender with County Group
Thomas Road Construction	\$2,060,000		Detailed Design nearing 60% Submission
Bush Line Rehabilitation	\$150,000		Out for Tender with County Group
Public Works Building	\$4,800,000		Contractor to set footings in March
Bridges/Culverts			
Scotch Line Culvert Replacement	\$450,000		Detailed Design Underway
Lyle Bridge Rehabilitation	\$200,000		Consultant completing deck investigation
Iona Road Culvert Replacement	\$30,000		Tender Drawings Submitted

c) Drainage:

Drains Before Council:

Construction:

- **Bogart Drain Branch C (Aug 2022):** OMAFA Grant applied for
- **Palmer/Bush Line Drain (Aug. 2022):** OMAFA Grant applied for
- **Gregory Drainage Works (2023):** Under construction, County crossing and associated road works deferred until Spring 2025.
- **Taylor Drain:** Robinson Farm Drainage awarded contract. I have been in communications with MTO and we are waiting for the permit to bore under the 401
- **Ryan Drain (Sept 19):** The meeting to Consider the report and the Court of Revision have been completed. We are no waiting for the completion certificate from the developers engineer to confirm that the drain has been constructed as designed.

With 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.

Conference/Training:

2024 Capital Project Process:

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:
Jeff Carswell, CAO/Clerk
"Approved electronically"**



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 10, 2025

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

REPORT NO: FIN 2025-05

SUBJECT MATTER: IT Support Agreement – Zouling Technologies

Recommendation:

That Council pass By-law 2025-19 to renew the agreement with Zouling Technologies Inc. for Technology Maintenance and Support Services.

Purpose:

To seek Council approval of the renewal of the Technology Maintenance and Support Services Agreement.

Background:

The Township of Southwold, along with Malahide, Dutton-Dunwich and West Elgin have shared in IT maintenance and support for many years.

In 2023, each municipality entered independent agreements with Zouling Technologies based on the joint RFP.

Comments/Analysis:

Staff have reviewed the renewal agreement and believe it is appropriate and properly reflects the services to be provided. For security reasons, the detailed schedules cannot be provided publicly. While each municipality will have a separate agreement with Zouling Technologies, they are all based on the joint RFP and reflect the municipalities continuing to work together on IT services.

Staff has been very pleased with the service provided by Zouling Technologies over the past two years. They have a very good understanding of the Township's systems and have worked well with staff. Having a contract in place to ensure the regular, ongoing routine maintenance and monitoring is in place, is very important with the ongoing risk associated with cyber attacks. Zouling has also been very responsive to service requests such as new computer setup, account changes, etc.

Financial Implications:

None. The costs are in line with past IT service 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:
**Michele Lant, Director of Corporate
Services/Treasurer**
“Submitted electronically”

Approved by:
Jeff Carswell, CAO/Clerk
“Approved electronically”



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 10, 2025

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

REPORT NO: FIN 2025-06

SUBJECT MATTER: Water and Sanitary Budget By-Laws

Recommendations:

1. That Council pass the following By-laws:
 - a. By-law No. 2025-15 2025 Water Rates
 - b. By-law No. 2025-16 2025 Water Budget
 - c. By-law No. 2025-17 2025 Sanitary Sewer Rates
 - d. By-law No. 2025-18 2025 Sanitary Sewer Budget

Purpose:

To review the proposed Water and Sanitary Budgets.

Background:

At its November 25, 2024, meeting, Council adopted the recommendations in Report FIN 2024-30 to guide the preparation of the 2025 budgets. The Water and Sanitary System budgets have been developed in accordance with Council's direction. The following by-laws are included under the by-laws section of the agenda

Comments/Analysis:

By-law No. 2025-15 2025 Water Rates

This by-law adopts the 2025 Water Rates approved by Council. The rates are as presented at the March 10, 2025, meeting and are consistent with the Rate Study completed in 2025. These rates were used to develop the 2025 Water Budget.

By-law No. 2025-16 2025 Water Budget

This by-law adopts the 2025 Water System Operating and Capital Budgets. Several highlights from this budget include:

- Water revenue estimates are based on user rates, connection number (existing and new) and estimated water usage
- Growth estimates have been decreased from 2024 to reflect recent activity and continued slowing of development over 2025
- Wages and overhead have been increased to reflect staffing changes and an updated estimate of employee allocation to water operations
- Additional breakdown for OCWA Contract to separate Contract and Additional work
- Anticipating a surplus of approximately \$244,000 over and above the capital contribution from connection fees
- Water Reserve Loan to Sanitary contributes approximately \$60,000 to water reserves
- Capital Forecast includes:
 - Carry-forward of Water portion of new PW building – approximately 12.3% of building will be for water usage for storage space and office space.
 - Purchase and installation of Clow Smart Hydrants as approved by Council
 - Various recommendations from OCWA – detailed list attached

By-law No. 2025-17 2025 Sanitary Sewer Rates

- This by-law adopts the 2025 Sanitary Sewer Rates approved by Council. The rates are as presented at the March 10, 2025 meeting and are consistent with the Rate Study completed in 2025, which aims to bring the sanitary system into conformance with regulations stipulating it operate on a full cost recovery basis.

By-law No. 2025-18 2025 Sanitary Sewer Budget

This by-law adopts the 2025 Sanitary Sewer System Operating and Capital Budgets. Several highlights from this budget include:

- Sanitary Sewer revenue estimates are based on user rates, connection number (existing and new) and estimated water usage
- Growth estimates have been decreased from 2024 to reflect recent activity and continues slowing of development over 2025
- Wages and overhead - Staff allocations have been adjusted to reflect current staff time
- Additional breakdown for OCWA Contract to separate Contract and Additional work
- Some items identified by OCWA in the Capital Forecast are ongoing annual items and are listed under operating
- Overall operating and maintenance costs tend to be relatively high and until recently, connections were slow.

- The proposed rates aim to minimize the operating deficit for the sanitary system and bring the system to full cost recovery in the short term.
- Capital Forecast includes:
 - Various recommendations from OCWA – detailed list attached
 - Various carry-forward items from previous year budgets to be completed
 - Foremain to future development lands – exact timing is unknown, but will be required for future servicing and bringing more users onto the system
 - WWTP/Pump Station/Foremain Design underway with the intent of a alternative project delivery model, delivery of this capital project is expected in the next 24-36 months.

* Wage and overhead costs are calculated for all positions and allocated to the various budgets and departments based on historical and anticipated activity for the upcoming budget year. Reducing the allocation from a User Pay budget (Water, Sanitary, Building) would shift the cost to the tax funded budget. The Manager of Environmental Services and Water/Wastewater & Compliance Superintendent position have been incorporated into these budgets.

Financial Implications:

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

Strategic Plan Goals:

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

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

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

Approved by:
Jeff Carswell, CAO/Clerk
"Approved electronically"



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 10th 2025

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

REPORT NO: CBO 2025-04

SUBJECT MATTER: Activity report February 2025

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 2025-004 for comparison report.


Strategic Plan Goals:

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

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

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

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

	Township of Southwold		
	Permit Comparison Summary		
	Issued For Period January - February		

Current Year to Date 2025				Previous Year to Date 2024			
PERMIT CATEGORY	PERMIT COUNT	FEE	COST OF CONSTRUCTION	PERMIT CATEGORY	PERMIT COUNT	FEE	COST OF CONSTRUCTION
Accessory structures				Accessory structures		180	
Agricultural				Agricultural	2	711	129,422
Change of Use				Change of Use			
Commercial				Commercial	1	5,798	483,212
Demolition				Demolition	2	450	30,000
Heating				Heating			
Industrial Building	3	1,520	349,999	Industrial Building			
institutional Building				institutional Building			
Miscellaneous				Miscellaneous			
Plumbing	2	450	9,500	Plumbing	1	150	3,500
Pools		675		Pools	1	150	40,000
Residential Building	4	8,985	2,213,600	Residential Building	5	4,062	1,693,934
Sewage System	2	1,000	43,000	Sewage system	1		35,000
Signs	1	150	5,000	Signs			
Combined Use				Combined Use			
TOTAL	12	12,780	2,621,099	TOTAL	13	11,501	2,415,068

Current Year				Previous Year			
TOTAL PERMIT ISSUED		12			13		
TOTAL DWELLING UNITS CREATED		3			3		
TOTAL PERMIT VALUE		2,621,099			2,415,068		
TOTAL PERMIT FEE		12,780			11,501		
TOTAL INSPECTION COMPLETED(YTD)		153			127		

February 2024 Compared to February 2025							
Current Year				Previous Year			
	PERMIT COUNT	FEE	COST OF CONSTRUCTION		PERMIT COUNT	FEE	COST OF CONSTRUCTION
Accessory structures				Accessory structures			
Agricultural				Agricultural	1	710	107,421
Change of Use				Change of Use			
Commercial				Commercial	1	5,798	483,212
Demolition				Demolition	2	300	30,000
Heating				Heating			
Industrial Building	1	150	10,000	Industrial Building			
institutional Building				institutional Building			
Miscellaneous				Miscellaneous			
Plumbing		300		Plumbing			
Pools				Pools	1	150	40,000
Residential Building	1	5,725	150,000	Residential Building	3	1,072	643,934
Sewage System		1,000		Sewage System	1		35,000
Signs				Signs			
Combine Use				Combined Use			
TOTAL	2	7,175	160,000	TOTAL	9	8,030	1,339,567



TOWNSHIP OF SOUTHWOLD
Report to Council

MEETING DATE: March 10th, 2025

PREPARED BY: Corey Pemberton, Director, Building & Community Services

REPORT NO: CBO 2025-05

SUBJECT MATTER: Quotes for New Lawnmower

Recommendation:

THAT Council accepts the quote from Huron Tractor in the amount of \$21,350 plus HST for a new zero turn lawn mower.

Purpose:

The purpose of this report is to seek Council's approval for the purchase of the new lawnmower.

Background:

Through budget deliberations it was approved to purchase a new lawnmower for the 2025 Park Season.

Discussion:

Staff have contacted vendors to obtain quotes for a mower comparable to our current model. Three vendors provided quotes for a 60" zero-turn diesel mower, as listed below. The amount that was approved in the budget was \$30,000.00. As you can see from the chart below all prices came in below the budgeted amount. Huron Tractor provided the lowest quote and currently has stock.

Company	Quote
Huron Tractor	\$21,350.00
Full Line	\$21,985.00
Hyde Park Equipment	\$24,381.91

Financial Implications:

The purchase was approved in the 2025 Budget and is being funded through the equipment reserve.

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:
Jeff Carswell, CAO/Clerk
"Approved electronically"



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 10, 2025

PREPARED BY: Jeff Carswell, CAO/Clerk

REPORT NO: CAO 2025-14

SUBJECT MATTER: Activity Report for CAO/Clerk February 2025

Recommendation(s):

None – For Council Information.

Purpose:

To update Council on the CAO/Clerk Activities for February 2025.

Meetings/Events:

Date	Subject
2/4/2025	CAO/Clerk & Mayor - Transition Meeting
2/4/2025	West Elgin/Southwold Shared Services Meeting
2/4/2025	CAO/Clerk Transition - Parks & Planning
2/4/2025	Pre-Consultation - Talbotville Gore Rd
2/5/2025	CAO/Clerk Transition - Water & Wastewater
2/5/2025	Senior Management Team
2/5/2025	Development CAO/Clerk Transition Meeting
2/7/2025	Southwold Talbotville WWTP - Colliers Bi-weekly Touchpoint
2/10/2025	Council Meeting
2/11/2025	Talbotville WWTP EA
2/12/2025	Staff Meeting
2/13/2025	Southwold Economic Development Committee
2/13/2025	Senior Management Team

2/18/2025	Council Meeting
2/19/2025	Talbot Line Watermain Break
2/19/2025	Shedden Sanitary Servicing Project - Public Information Centre
2/20/2025	Pre-Consultation - Sunset Road
2/24/2025	Elgin Administrators Group
2/24/2025	Council Meeting
2/25/2025	Senior Management Team
2/25/2025	OPP Grant Discussion
2/26/2025	Staff Meeting
2/26/2025	Lunch with the Mayors
2/26/2025	Watermain Break Debrief Meeting
2/26/2025	Review land sale document with Aaron
2/27/2025	Facility Rental Documents
2/28/2025	Keystone Complex Signage Meeting
2/28/2025	Planning Services for Southwold

Notable Events

On February 19th there was a watermain break on Talbot Line, just west of Talbotville. At about 4:30 pm calls from all around the Township started coming in advising of no or low water pressure. Due to the severity of break and possible risks to the system, a Boil Water Advisory was issued. The main break was repaired February 20th, however, due to the requirements to testing, the boil water advisory could not be lifted until Sunday afternoon. Township staff, OCWA, SWPH, our municipal neighbours near and far and suppliers all responded quickly and worked together to make the repair, address public safety and work towards lifting the boil water advisory as soon as possible. Everyone should be commended on their efforts. We also completed an incident debrief on February 26th. This exercise has identified some areas to address and investigate further to improve future incident responses. A more comprehensive incident report will be submitted to Council shortly.

Recruitment/Staffing

Summer student recruitment is nearing completion. The compliment for 2025 consists of the following positions – GIS (2), Parks (2) and Roads (2).

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 – waiting for notification*
- Flood Hazard and Identification Mapping Program – *Application Submitted by LVTCA with Southwold support*
- Intact Municipal Climate Resiliency Grants Program – *Application Submitted*
- Ontario Trillium Foundation – Fingal Park Trail Improvements – *Application Submitted*
- Canada Housing Infrastructure Fund (CHIF) – *Talbotville Wastewater Treatment Plant – under review with Colliers*

Shared Services

Shared services with Dutton Dunwich and West Elgin continue to be productive. With recent staffing changes at all three municipalities, there will be time dedicated to bringing all parties up to date on the value and benefits of the shared services.

Centralized Planning services are in negotiations with Elgin County. A revised agreement, more in line with the Township’s requests should be provided shortly. In the meantime, Staff continue to respond to planning inquiries and utilize a consultant Planner as needed.

Policy Development

Policies and procedures are at various stages of development and will be brought forward for approval when ready. While most are updates and improvements to existing policies, it is important to have these updated to ensure clarity to residents, developers, facility users and staff. In addition to policy development, additional time and resources need to be allocated to the rolling the policies out, staff training and documentation related to implementation. For HR and H&S Policies training and documentation is very important and an area that needs additional attention.

2025 Budget and Projects:

Staff are continuing to plan out and implement the various projects and programs approved in the 2025 budget. This will be incorporated into future reports. Several projects from 2024 remain in progress.

2024 Capital Projects In Progress:

Project	Budget	Status/Comments
Laserfiche Accounts Payable Workflow	\$20,000	RICOH has started development. Workflow roll out anticipated in March/April 2025.
HR / H&S Policy and Program Updates/Improvements	\$5,000	In progress with internal resources only so far. Additional resources and effort are needed to move this project forward. Options are under review.

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 Carswell, CAO/Clerk
"Submitted electronically"**



FROM THE **COUNCIL CHAMBERS**

FEBRUARY 25, 2025

COUNCIL MEETING





1

Supporting Communities: A Snapshot of Social Services

The Director of St. Thomas - Elgin Social Services, along with the Managers overseeing Ontario Works, Housing Stability Services, and Children's Services provided County Council with an overview of their services.

Social Services is administered by the City of St. Thomas but is funded by the County of Elgin, City of St. Thomas, and the Province.

Collectively, these organizations provide support to residents of Elgin and St. Thomas, offering financial assistance for essential living costs, job connections, access to social housing, homelessness prevention, and licensed childcare services.



2

Critical Renovations Ahead for the County's Administration Building

Elgin County Council has approved the recommended rehabilitation option for the County Administration Building.

The building, originally constructed in 1939, requires significant repairs due to aging materials, including cracked bricks and outdated windows and doors.

The approved plan involves overcladding the existing brick with Aluminum Composite Panels (ACP), replacing windows with energy-efficient Aluminum Double Glazed Windows, and upgrading doors with durable Hollow Metal Doors. The total estimated cost for this project is \$5.003 million plus HST. This solution ensures long-term durability, energy efficiency, and sustainability.



3

Elgin County Council Approves the 2025 Budget in Principle

Elgin County Council has reviewed the 2025 Proposed Business Plan & Budget, along with the feedback submitted by residents during the most recent public engagement period. Following the presentation of this information, Council approved the 2025 Business Plan & Budget in principle.

At the next Council Meeting, scheduled for March 11th, the Budget By-Law will be presented for approval. If approved, the budget will be officially enacted, resulting in an annual County levy of \$49.8 million and a tax rate increase of 1.49%. A copy of the 2025 Proposed Business Plan & Budget can be found at: EngageElgin.ca/2025BusinessPlanBudget.



Next Council Meeting:



MARCH 11, 2025



9:00 AM



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[@ElginCountyTourism](https://www.instagram.com/ElginCountyTourism)



[@ElginCounty](https://www.youtube.com/ElginCounty)

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

Name of Event:			
Fingal - Shedden Optimist Meeting March 2025			
Name of Group or Organization:			
Fingal - Shedden Optimist Club			
Primary & Secondary Contact Person		Purpose of Event	
Andrea Kerkvliet, Stacy Danielson		Monthly meeting - hosting VOLT Hockey (presentation for sponsorship request accessible building required)	
Contact Address :			Postal Code
35057 Fifth Line, Shedden On, NOL 2E0			NOL2E0
Phone # Primary / Secondary		Email / Website:	
[REDACTED]		fingalsheddenoptimistclub@gmail.com	
Not for Profit # or Charitable Organization Registration #:			
Activity or Event Information			
Fees to be Waived (ie: facility rental)		Facility rental	
Date and Times:		Wed March 19th 6:30pm - 9:30 pm	
Number of People expected:		10-15	Admission Fee: (If applicable) no
Will food be served?	no	Will alcohol be served?	no

Activity or Event Description

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

Our monthly meetings allow us to plan for future events, discuss and vote on sponsorship requests from our community and help us provide our community with family fun activities. This event particularly we are hosting VOLT hockey who will be bringing some equipment that we will need a Wheelchair Accessible building to host the group for their presentation.

Page 1 of 3

The Township of Southwold Waiving of Facilities Fees Application Form



Township of Southwold

35663 Fingal Line

Fingal, ON N0L 1K0

Phone: 519-769-2010

Fax: 519-769-2837

communications@southwold.ca

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

This organization will be able to potentially acquire financial support from the club by being able to demonstrate the use of their equipment.

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

The club would not be able to provide a Wheel chair accessible location, therefore not being able to receive complete presentation from VOLT hockey.

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

none
What features will you have in place to ensure that your event is accessible to all residents (residents with disabilities)?
This will be a closed event for Optimist members and VOLT Hockey

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

Page 2 of 3

**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

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 N0L 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:	Andrea Kerkvliet	Title:	Assistant Treasurer - Optimist member
Signature:		Date:	Feb 27, 2025



RECEIVED
MAR 06 2025

February 19, 2025

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

Attention: Jeff Carswell, CAO/Clerk

**RE: Proposed Woodlands Clearing
Part Lot 5, Range 2 North of Lake Road, Township of Southwold**

Under Section 135 (2) of the Municipal Act all abutting landowners shall be notified of impending woodlot clearings.

This letter hereby notifies you of the proposed woodland clearing by Luyks Feed and Poultry and W & A Luyks. The proposed clearing of 0.95 hectares (~2.35 acres) on Part Lot 5, Range 2 North of Lake Road in the Township of Southwold is for the purposes of straightening field edges to improve farming efficiency.

The Elgin County Woodlands Conservation Bylaw contains a “no net loss” provision to ensure the protection and enhancement of forest cover in the county. Approval of this clearing exemption would be conditional on trees being replanted in a suitable location under the direction of a qualified forester at the applicant’s expense.

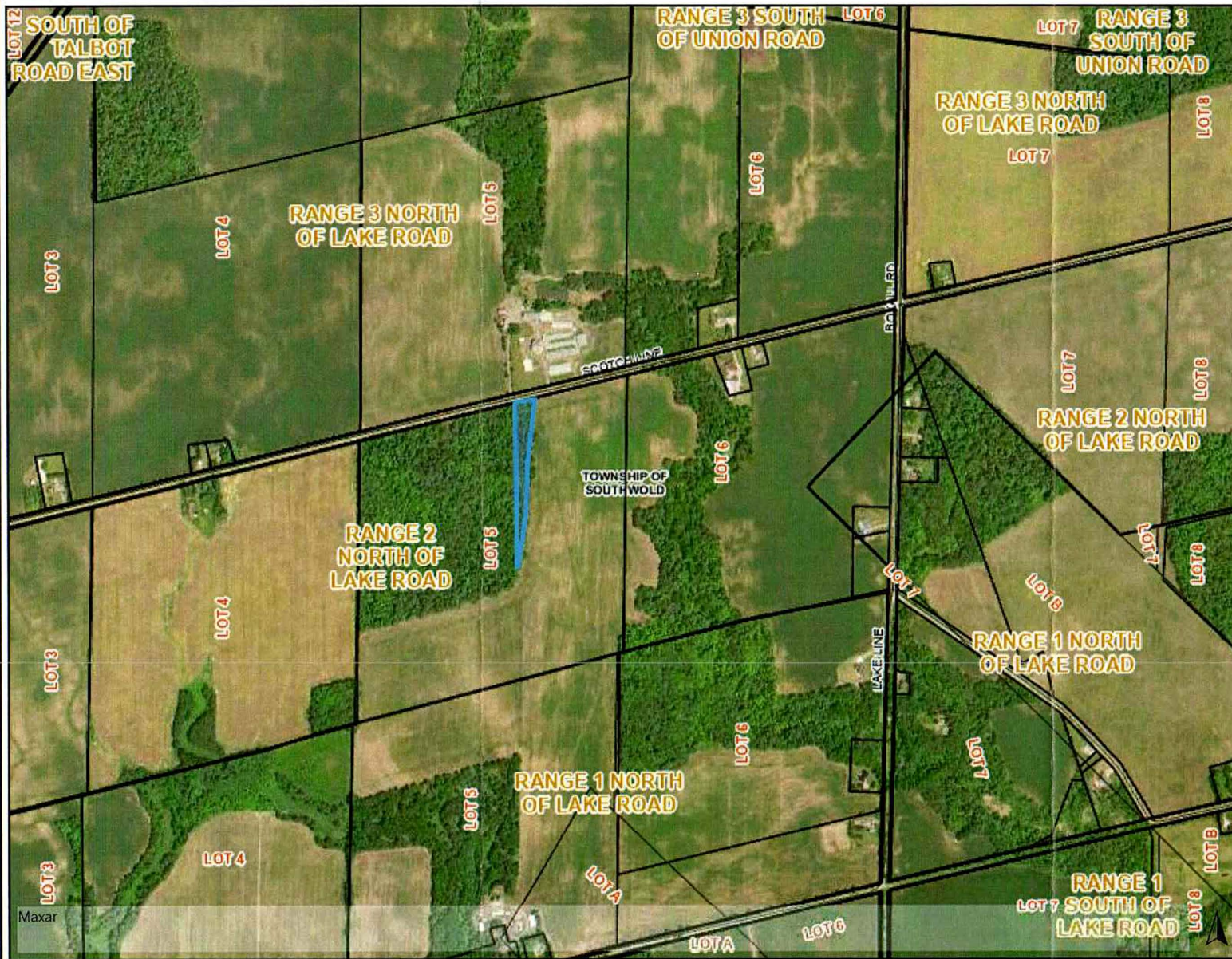
If you have objections to this proposed clearing please reply in writing to the Elgin County Tree Commissioner, c/o Kettle Creek Conservation Authority, R.R.#8, 44015 Ferguson Line, St. Thomas, Ontario, N5P 3T3, by the 21st day of March 2025.

If you have any questions regarding this notice, please contact the undersigned at (519)-631-1270 ext. 231.






Yours truly,

Jeff Lawrence
Elgin County Tree Commissioner

County of Elgin
Administrative Services
450 Sunset Drive
St. Thomas, ON N5R 5V1
Phone: 519-631-1460
www.elgincounty.ca



Legend

- Concessions_Lots
 - Lot Lines 
 - Concessions 
- Landbase
 - Parcels 
- Municipal_Boundaries
 - Elgin Boundaries 
- Elgin_Road_Network
 - Local Road Network 
- World Imagery
 - World Imagery
 - Low Resolution 15m Imagery
 - High Resolution 60cm Imagery

Notes



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2025-15

**Being a By-Law to amend By-law No. 2014-65,
being a By-law to regulate the distribution and use of
water and to fix the prices and times of payments.**

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

AND WHEREAS the Council for the Township of Southwold has received notice of water rate increases effective January 1, 2025;

AND WHEREAS the Council for the Township of Southwold has completed a Water and Wastewater Rate Study to recommend rates for the Township Water System;

AND WHEREAS it is deemed necessary and appropriate to amend By-law No. 2014-65.

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

1. That By-law No. 2014-65 is hereby amended by deleting Schedule "C" and substituting therefor Schedule "A" attached to this by-law.
2. That the rates as set out in Schedule "A" are effective January 1, 2025 and apply to all consumers of the Southwold water distribution system.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND
FINALLY PASSED THIS 10th DAY OF MARCH, 2025.**

Mayor
Grant Jones

CAO/Clerk
Jeff Carswell

Schedule "A" to By-law No. 2025-15

By-law No. 2014-65
Schedule "C" Effective January 1, 2025

Water User Fees	
Fee	2025
Water	
Quarterly Base Charge based on Service Size	
25mm (1") or smaller	\$56.55
38mm (1.5")	\$107.43
50mm (2")	\$141.36
75mm (3")	\$212.04
100mm (4")	\$282.72
150mm (6")	\$424.08
Larger than 150mm (6")	Calculated pro rata
Consumption Charge per cubic meter	\$3.200
Southwold Capital Infrastructure Rate (Lynhurst) per cubic meter	\$1.69
Water Filling Station per cubic meter	\$3.55
Tri-County Water Rate (Dutton-Dunwich)	\$2.22
New Water Meter Fee - 5/8 inch meter (plus HST)	\$650.00
New Water Meter Fee - larger than 5/8 inch meter (plus HST)	Actual Cost plus Administration and inspection fee of \$225
Watermeter Replacement	
At End of Life, Defective, or Township Directed	Free
At Customers Request	Actual Cost plus 15% Admin
Refusal to Allow Access for Repair or Meter Replacement, or Unauthorized Modifications, or Theft of Water	Actual Cost plus 15% Admin for relocation of meter to new meter pit
Shut-off and/or Reconnection Charge for Non Payment of Account	Actual Cost plus 15% Admin
Shut-off and/or Reconnection at Customer's Request	

during normal business hours and 48 hours notice given to the Township	\$60.00
after normal business hours	Actual Cost plus 15% Admin
Non-Metered Quarterly Consumption Charge (based on consumption of 60.6 cu m x 2.5)	\$484.80
Disconnection Fee for Discontinuing Water Service and Billing:	
a. Close Curb Stop and Close Account	\$260.00
b. Remove Service or Disconnect at Main Stop	Actual Cost plus 15% Admin
Frost Plate and Gasket	Actual Cost plus 15% Admin
Final Reads	\$40.00
Charge for installation of lock box for Unauthorized use of water	\$160.00
Tampering with Meter, Curb Stop or Lock Box	\$500.00
Charge for mailing of register letter	cost plus \$6.00 administration fee plus HST
Construction Water	\$160.00
Fire Protection Rates - Annual Amount	
2" Meter	\$813.54
3" Meter	\$962.95
4" Meter	\$2,525.85
5" Meter	\$3,201.91
6" Meter	\$3,895.58
8" Meter	\$5,597.17
10" Meter	\$12,591.79



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2025-16

**Being a By-Law to adopt the 2025 Water System
Operating and Capital Budgets**

WHEREAS it is necessary for the Council of the Township of Southwold, pursuant to Section 290 (1) of the Municipal Act 2001, S.O. 2001, c.25, to prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality;

AND WHEREAS the Council for the Township of Southwold desires to adopt Operating and Capital Budgets for the Southwold Water Distribution System.

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

1. That the 2025 Water System Operating Budget, attached as Schedule "A", and forming part of this by-law, is hereby adopted.
2. That the 2025 Water System Capital Budget, attached as Schedule "B", and forming part of this by-law, is hereby adopted.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND FINALLY PASSED THIS 10th DAY OF MARCH, 2025.

Mayor
Grant Jones

CAO/Clerk
Jeff Carswell

Water System Operating								
Account	2024 YTD	2024 Forecast	2025 Forecast	\$ Variance	% Variance	Notes	2026 Forecast	2027 Forecast
Revenue								
Water Billings	(\$1,532,163)	(\$1,573,966)	(\$1,810,880)	(\$236,914)	15.05%		(\$1,634,882)	(\$1,655,464)
Water Billings - Industrial	(\$35,117)	(\$10,000)	(\$10,000)	\$0	0.00%		(\$724,918)	(\$739,416)
Water Billings - Tri-County Water System	(\$480,780)	(\$422,060)	(\$444,920)	(\$22,860)	5.42%		(\$456,000)	(\$466,000)
Water Filling Station		(\$10,261)	(\$10,661)	(\$400)	3.89%		(\$10,874)	(\$11,091)
Construction Water	(\$3,040)	(\$2,100)	(\$1,050)	\$1,050	-50.00%	Fewer new builds than 2023	(\$2,100)	(\$2,100)
Water meter fees & misc	(\$14,300)	(\$31,050)	(\$26,250)	\$4,800	-15.46%	Related to new connection estimates	(\$26,250)	(\$26,250)
Water Connection and curbstop fees	(\$92,694)	(\$142,776)	(\$70,200)	\$72,576	-50.83%	offset by transfer to reserve-significant increase related to anticipated new builds-offset below	(\$108,000)	(\$108,000)
Penalty & Interest	(\$13,937)	(\$10,000)	(\$10,000)	\$0	0.00%		(\$10,000)	(\$10,000)
Grants	\$0	\$0	\$0	\$0	0.00%		\$0	\$0
Water Investment Income	\$0	(\$85,000)	(\$90,000)	(\$5,000)	5.88%	offset by transfer to reserve-offset below	(\$90,000)	(\$90,000)
Water Reserve Loan to Sanitary	(\$97,550)	\$0	(\$60,000)	(\$60,000)	0.00%		(\$60,000)	(\$60,000)
Water Truck Revenue	\$0	\$0	\$0	\$0	0.00%	Truck usage by other departments		
Water Department Revenue	(\$2,269,581)	(\$2,287,213)	(\$2,533,960)	(\$246,747)	10.79%		(\$3,123,024)	(\$3,168,322)
Expenditures								
Salaries and Wages	\$153,631	\$166,400	\$235,116	\$68,716	41.30%	Wages and Salaries - Allocation from Admin (Accounting Clerk, Treasurer, CAO), Dir of Infrastructure and Mgr of Env Services, Water Super	\$239,818	\$244,615
Overhead	\$41,389	\$52,000	\$79,007	\$27,007	51.94%		\$80,587	\$82,199
Roads Wages Allocated	\$0	\$500	\$0	(\$500)	-100.00%		\$0	\$0
Health & Safety	\$152	\$250	\$250	\$0	0.00%		\$255	\$260
Training & mileage	\$3,645	\$2,600	\$4,000	\$1,400	53.85%	increased due to staffing changes	\$4,080	\$4,162
Building Repairs	\$570	\$0	\$250	\$250	0.00%		\$255	\$260
Utilities	\$8,017	\$10,400	\$10,000	(\$400)	-3.85%		\$10,200	\$10,404
Materials and Supplies	\$4,548	\$3,440	\$25,000	\$21,560	626.74%	includes critical stock inventory	\$25,500	\$26,010
Clothing Allowance	\$374	\$1,000	\$1,040	\$40	4.00%		\$1,061	\$1,082
Property maintenance	\$4,393	\$3,000	\$4,000	\$1,000	33.33%	reflective of prior year actuals	\$4,080	\$4,162
Rds Mach Tm to Water	\$3,188	\$15,000	\$5,000	(\$10,000)	-66.67%	reflective of prior year actuals	\$5,100	\$5,202
Office Supplies	\$378	\$0	\$500	\$500	0.00%	reflective of prior year actuals	\$510	\$520
Computer Support	\$2,863	\$0	\$3,000	\$3,000	0.00%	more accurate billing of support time	\$3,060	\$3,121
Postage and Courier	\$6,585	\$5,200	\$7,500	\$2,300	44.23%	increase in postage rates	\$7,650	\$7,803
Telephone & internet	\$5,228	\$5,200	\$5,400	\$200	3.85%	reflective of prior year actuals	\$5,508	\$5,618
Legal and Audit fees	\$206	\$2,600	\$2,600	\$0	0.00%	reflective of prior year actuals	\$2,652	\$2,705
Insurance	\$53,835	\$52,755	\$56,448	\$3,693	7.00%	7.0% increase in premium	\$57,576	\$58,728

Resulting Rate Increases continued								
Total Rate to Charge Dutton Dunwich for water pulled through		\$203,237.3912	\$203,254.8181				\$250.1696	\$250.5298
Development and Growth assumptions		2024	2025				2026	2026
In-fill / Rural		5	5				5	5
DHP phase I		0	0				0	0
DHP phase II		2	0				0	0
DHP Condo		20	0				0	0
Enclave		0	0				0	0
Enclave Condo							0	0
Woodland			0					
Municipal property Union and Talbot								
Florence Court								
Southside		0	0				0	0
Farhi		10	5				5	5
Total anticipated development		37	10				10	10
<u>Consumption assumptions</u>		<u>2024</u>	<u>2025</u>				<u>2026</u>	<u>2026</u>
estimated household consumption		356,516	355,928				361,640	361,640
(note increases based on average occupancy mid-year)								
<u>Total Connection assumptions</u>		<u>2024</u>	<u>2025</u>				<u>2026</u>	<u>2026</u>
estimated households		1,806	1,816				1,850	1,850
Urban/Development Connections		4	2				4	4
Rate		\$10,570.00	\$5,400.00				\$5,400.00	\$5,400.00
Urban/Development Connections		10	5				10	10
Rate		\$5,171.00	\$5,400.00				\$5,400.00	\$5,400.00
Rural Connections		3	3				3	3
Rate		\$16,262.00	\$10,800.00				\$10,800.00	\$10,800.00

2025 Water Capital - Not Raised from Tax Levy

Capital Items and Projects	Budget	Funding Source		Notes
		Reserve	Other	
2024 Capital				
Rate Study (2024/2025)	\$30,000	\$30,000		Water Reserve
Shedden Rechlorination Station-retro-fit	\$34,000	\$34,000		Water Reserve
PW New Building (Water Portion)	\$914,000	\$914,000		Water Reserve
Port Stanley Pressure Regulating Valves	\$450,000	\$450,000		Water Reserve
OCWA Recommendations - see attached	\$24,000	\$24,000		Water Reserve
2024 Total	\$1,452,000	\$1,452,000		
2025 Capital				
Clow Smart Hydrants	\$26,500	\$26,500		Water Reserve
OCWA Recommendations - see attached	\$18,000	\$18,000		Water Reserve
2025 Total	\$44,500	\$44,500	\$0	
2026 Capital				
OCWA Recommendations - see attached	\$32,500	\$32,500		Water Reserve
2026 Total	\$32,500	\$32,500	\$0	
2027 Capital				
OCWA Recommendations - see attached	\$20,000	\$20,000		Water Reserve
2027 Total	\$20,000	\$20,000	\$0	
2028 Capital				
OCWA Recommendations - see attached	\$32,500	\$32,500		Water Reserve
2028 Total	\$32,500	\$32,500	\$0	
2029 Capital				
2023 Pickup Replacement	\$100,000	\$100,000		Water Reserve-replace prior to EV mandate
Rate Study	\$33,122	\$33,122		Water Reserve
OCWA Recommendations - see attached	\$30,000	\$30,000		Water Reserve
2029 Total	\$163,122	\$163,122	\$0	
2030 Capital				
OCWA Recommendations - see attached	\$22,500	\$22,500	\$0	Water Reserve
2030 Total	\$22,500	\$22,500	\$0	

The Corporation of the Township of Southwold

(6-Year Recommended Capital/Major Maintenance from 2025 to 2030)

The Ontario Clean Water Agency has identified the following capital projects/major maintenance for your review and approval.

Ref. No.	Scope of Work	Year						Compliance	DWQMS RA (Business)	Health & Safety	Repair/Maintenance	Efficiency Replacement	Replacement	Spare Parts Inventory	Approved by Client	Rationale for Project
		2025	2026	2027	2028	2029	2030									
Shedden Re-Chlorination Facility																
1	Purchase chlorine pump/rebuild kit for spare parts inventory	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -									Currently spare pump rebuild kit is in stock inventory. Placeholder in 2024.
2	Chlorine analyzer(s) parts: inlet and outlet (membrane caps, pH standards, c22 probe replacement, pH probe replacement, electrolyte)	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00									Chlorine probes required every 3-5 years for inlet and outlet analyzer, pH probes require annual replacement.
Total Estimate - Recommended Capital		\$5,500	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000									
Distribution System																
1	Fire flow testing	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00									Fire flow testing on hydrants last completed in 2017. Recommend to start again in the near future. Cost varies based on valves and location.
2	Hydrant maintenance and repairs	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00									Placeholder for possible repairs or replacement.
3	Hydrant flowmeter	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -	\$ -									Buy new one
4	Portable auto flusher	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -									Buy new one
5	Hydrant PRV	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -	\$ -									Buy new one
6	Chambers PRV: inspect/Service/Rebuild	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -									Recommend for inspection/service/rebuild of PRV at chambers
7	Sample Station replacement	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -									Due to failed components in the sample station, OCWA recommends for it to be removed and replaced in 2025 and 2026.
8	Sample station maintenance/repairs/rebuild kits	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00									Purchase spare rebuild kits and on-going maintenance to sample stations, ball valves and solenoids.
9	Valve/Service Locator/Repair Parts/Equipment	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00									Supplies for locating valves during hydrant inspection/valve operations, repair parts for boxes, in excess stock available for after hour needs.
10	Fire Hydrant/Sample Station Painting	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00									To maintain fire hydrant and sample station exterior condition. Township will paint hydrants using infrared measurements.
11	Auto flusher maintenance: replace controllers, lids, etc	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00									Four auto flushers require regular maintenance/replacement of parts: including controllers valves.
Total Estimate - Recommended Capital		\$48,000	\$32,500	\$20,000	\$32,000	\$30,000	\$22,000									
Total Capital Estimate		\$53,500	\$35,500	\$23,000	\$35,500	\$33,000	\$25,500									

* NOTE : a requirement of DWQMS v. 2.0 is to consider the outcomes of the risk assessment (RA) documented under Element 8 as part of the system's infrastructure review

Legend:
 H High priority recommended to be completed in upcoming year
 M Medium priority recommended to be completed in 1 to 3 years
 L Low priority recommended to be completed in years 4 to 5

2025 Recommended Capital Presented by:
2025 Recommended Capital Approved by:

Vitaly Talashok
Sam Slanas



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2025-17

Being a By-Law to establish Sanitary Sewer Rates and to repeal By-law No. 2023-66

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

AND WHEREAS the Council for the Township of Southwold has completed a Water and Wastewater Rate Study to recommend rates for the Talbotville Sanitary Sewer System;

AND WHEREAS the Council for the Township of Southwold has received notice from the City of St. Thomas of Sanitary Sewer Rates effective January 1, 2025;

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

1. A sewer service rate is hereby imposed upon the owners or occupants of lands which are supplied with sewer service by the Township of Southwold, including the owners or occupants of lands in the Township of Southwold which are serviced by the St. Thomas Sewer System and the Talbotville Sanitary Sewer System.
2. A rate per cubic meter of \$3.41 shall be charged for wastewater collection and treatment based on the water consumed as indicated by the water meter for properties serviced by the Talbotville Sanitary Sewer System.
3. A rate per cubic meter of \$2.84 shall be charged for wastewater collection and treatment based on the water consumed as indicated by the water meter for properties serviced by the St. Thomas Sanitary Sewer System.

4. A quarterly base rate as per attached Schedule "A" shall be charged for capital requirements for the sewer system.
5. A late payment penalty of five percent (5%) will be charged on all wastewater billings the day following the due date as specified on the billing.
6. The Treasurer is hereby empowered to accept partial payment from time to time on account of sanitary sewer fees due to the Township.
7. That By-law 2023-66 is hereby repealed.
8. This by-law comes into full force and effect on January 1, 2025.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND FINALLY PASSED THIS 10th DAY OF MARCH, 2025.

Mayor
Grant Jones

CAO/Clerk
Jeff Carswell

Schedule "A" to By-Law No. 2025-17

Sanitary Sewer Base Rates		2025
Base Quarterly Charge based on Service Size		
25mm (1") or smaller		\$69.27
38mm (1.5")		\$86.58
50mm (2")		\$131.58
75mm (3")		\$173.16
100mm (4")		\$259.74
150mm (6")		\$342.96
Larger than 150mm		\$514.47



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2025-18

**Being a By-Law to adopt the 2025 Sanitary Sewer
System Operating and Capital Budgets**

WHEREAS it is necessary for the Council of the Township of Southwold, pursuant to Section 290 (1) of the Municipal Act 2001, S.O. 2001, c.25, to prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality;

AND WHEREAS the Council for the Township of Southwold desires to adopt Operating and Capital Budgets for the Southwold Sanitary Sewer System.

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

1. That the 2025 Sanitary Sewer Operating Budget, attached as Schedule "A", and forming part of this by-law, is hereby adopted.
2. That the 2025 Sanitary Sewer System Capital Budget, attached as Schedule "B", and forming part of this by-law, is hereby adopted.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND
FINALLY PASSED THIS 10th DAY OF MARCH, 2025.**

Mayor
Grant Jones

CAO/Clerk
Jeff Carswell

Sanitary Operating

Account	2024 YTD	2024 Budget	2025 Forecast	\$ Variance	% Variance	Notes	2026 Forecast	2027 Forecast
Talbotville								
Revenue								
Talbotville Sanitary Connection Fees	(\$154,234)	\$0	(\$96,000)	(\$96,000)	0.00%		\$0	\$0
Talbotville Per HH Flat Rate	(\$84,186)	(\$64,673)	(\$92,960)	(\$28,288)	43.74%		(\$95,526)	(\$108,968)
Talbotville Per M3 Rate	(\$151,421)	(\$107,901)	(\$192,201)	(\$84,300)	78.13%		(\$293,908)	(\$335,264)
Transfer from Talbotville Sewer Reserve	\$0	\$0	\$0	\$0	0.00%		\$0	
Total Revenue	(\$389,841)	(\$172,574)	(\$381,162)	(\$208,588)	120.87%		(\$389,434)	(\$444,231)
Expenses								Inc. operating c
Wages	\$100,748	\$74,000	\$122,677	\$48,677	65.78%	New - allocation of staff time	\$126,357	\$189,536
Overhead	\$32,252	\$23,252	\$38,669	\$15,417	66.30%		\$39,829	\$59,744
Roads Labour Allocation(Site Maint)	\$0	\$0	\$0	\$0	0.00%		\$0	\$0
Roads Machine Time Allocation(Site Maint)	\$0	\$0	\$0	\$0	0.00%		\$0	\$0
Training	\$140	\$0	\$325	\$325	0.00%		\$335	\$345
Utilities	\$58,602	\$51,002	\$59,000	\$7,998	15.68%	Based on Prior Year Actuals	\$60,770	\$106,348
Consumables, Chemicals	\$68,043	\$31,000	\$50,000	\$19,000	61.29%	Consumables, Chemicals (+30%), supplies	\$51,500	\$90,125
Property Tax PIL	\$5,381	\$5,150	\$5,600	\$450	8.74%	Based on Actuals	\$5,768	\$10,094
Property Maintenance	\$2,931	\$1,545	\$3,000	\$1,455	94.17%		\$3,090	\$3,183
Computer Support	\$2,519	\$0	\$2,500	\$2,500	0.00%		\$2,575	
Telephone/Internet	\$2,496	\$0	\$2,600	\$2,600	0.00%	Starlink internet, cell phone		
Insurance	\$3,930	\$4,205	\$4,331	\$126	3.00%		\$4,461	\$4,595
Legal	\$0	\$1,030	\$1,050	\$20	1.94%		\$1,082	\$1,114
System Maintenance	\$10,590	\$8,000	\$22,800	\$14,800	185.00%	Additional breakdown starting 2022 - see below	\$23,484	\$41,097
Misc	\$1,391	\$1,030	\$1,100	\$70	6.80%		\$1,133	\$1,167
Contracted Services	\$251	\$5,000	\$5,150	\$150	3.00%	Other contracted service ie. Waste Coll, Generator Insp, Driveway snow removal, etc.	\$5,305	\$5,464
OCWA Contract	\$99,899	\$99,899	\$101,797	\$1,898	1.90%	OCWA agreement updated	\$104,851	\$183,489
OCWA Extra/Out of Scope	\$39,212	\$46,350	\$47,741	\$1,391	3.00%	Based on Prior Years	\$49,173	
Wastewater Testing	\$6,206	\$6,180	\$6,365	\$185	3.00%	Based on Actuals	\$6,556	\$11,474
Plans and studies	\$0	\$5,150	\$5,305	\$155	3.00%	Misc Studies, engineering	\$5,464	\$5,628
Replace Activated Carbon - Screening Room	\$6,871	\$2,750	\$2,833	\$83	3.00%	\$5,000 every other year, annualized to \$2,500	\$2,917	\$3,005
Cleaning Raw Equalization Tanks	\$4,652	\$8,000	\$10,000	\$2,000	25.00%		\$10,300	\$10,609
Membrane Cleaning	\$10,839	\$20,000	\$25,000	\$5,000	25.00%		\$25,750	\$26,523
Sludge/Biosolids Removal	\$25,922	\$13,000	\$13,390	\$390	3.00%	Sludge press operational-part of OCWA contract	\$13,792	\$14,205
Disolved Oxygen/pH Meter/Probe Repl	\$1,492	\$5,000	\$5,000	\$0	0.00%	annualized to \$5,000	\$5,150	\$5,305
Cassette Replacement	\$0	\$2,000	\$2,000	\$0	0.00%		\$2,060	\$2,122
Equipment Failure/Replacement Contingency	\$12,905	\$12,000	\$10,000	(\$2,000)	-16.67%	items not planned for such as possible equipment, failure(blowers, motors, pumps,switches)	\$10,300	\$10,609
Total Expenses	\$497,272	\$425,543	\$548,232	\$122,690	28.83%		\$562,001	\$785,778
Net Operating (Revenue)/Expense	\$107,431	\$252,969	\$167,071	(\$85,898)	-33.96%		\$172,567	\$341,547
Accumulated Operating Deficit								
Talbotville System	\$1,734,431	\$1,627,000	\$1,794,071				\$1,966,639	\$2,308,185

Account	2024 YTD	2024 Budget	2025 Forecast	\$ Variance	% Variance	Notes	2026 Forecast	2027 Forecast
Ferndale/Lynhurst								
Revenue								
Ferndale Monthly	(\$47,188)	(\$47,754)	(\$48,489)	(\$735)	1.54%	Offset below	(\$49,459)	(\$50,448)
Ferndale Per Cubic Meter	(\$77,202)	(\$79,674)	(\$83,496)	(\$3,822)	4.80%	Offset below - to St. Thomas	(\$126,735)	(\$131,804)
Lynhurst Monthly (from St. Thomas)	(\$12,552)	(\$12,825)	(\$13,300)	(\$474)	3.70%	Offset below	(\$13,283)	(\$13,549)
Sewer Investment Income	(\$2,000)	(\$2,000)	(\$2,000)	\$0	0.00%	Reserve Interest - offset below with Transfer to Reserve	(\$2,000)	(\$2,000)
Total Revenue	(\$138,942)	(\$142,253)	(\$147,285)	(\$5,031)	3.54%		(\$191,477)	(\$197,801)
Expenses								
Ferndale Per Cubic Meter to St. Thomas	\$77,202	\$79,674	\$83,496	\$3,822	4.80%	To St. Thomas	\$126,735	\$131,804
Transfer to sewer reserve	\$61,740	\$62,579	\$63,789	\$1,209	1.93%	Ferndale, Lynhurst, Investment from above	\$64,742	\$65,997
Transfer to Capital Projects		\$25,000	\$0	(\$25,000)	-100.00%		\$30,000	
Total Expenses	\$138,942	\$167,253	\$147,285	(\$19,969)	-11.94%		\$221,477	\$197,801
Reserve for Ferndale/Lynhurst	(\$655,224)	(\$658,535)	(\$805,820)				(\$1,027,297)	(\$1,225,098)
Net Reserves - Sanitary		\$968,465	\$988,251				\$939,341	\$1,083,087

Account	2024 YTD	2024 Budget	2025 Forecast	\$ Variance	% Variance	Notes	2026 Forecast	2027 Forecast
Inputs/Assumptions								
92 Talbotville Connections								
130 New connections Talbotville								
170 Connections Ferndale								
5 New Connection Ferndale								
168 m3 per HH as per Water/Wastewater Study								
Rates as per the Water/Wastewater Study								
Connections								
Talbotville		232	333				338	338
Ferndale		175	175				175	175
Lynhurst		47	47				47	47
Growth (calc. based on 6 months)								
Talbotville		10	5					
Talbotville - Other		0	0				0	80
Ferndale								
Lynhurst			2					
HH m3 Water Consumption		168	168				250	250
HH/Month		22.74	23.09				23.55	24.02
m3 Rate Talbotville		2.71	3.41				3.48	3.55
m3 Ferndale (to St. Thomas)		2.71	2.84				2.90	3.01
Talbotville Connection Fees			\$96,000.00					
Talbotville / HH Flat Qtrly		\$64,672.56	\$92,960.34				\$95,526.10	\$108,967.58
Talbotville m3		\$107,901.36	\$192,201.24				\$293,907.90	\$335,263.70
Total Talbotville		\$172,573.92	\$285,161.58				\$389,434.00	\$444,231.28
Ferndale HH		\$47,754.00	\$48,489.00				\$49,458.78	\$50,447.96
Ferndale M3 (to St. Thomas)		\$79,674.00	\$83,496.00				\$126,735.00	\$131,804.40
Total Ferndale		\$127,428.00	\$131,985.00				\$176,193.78	\$182,252.36
Lynhurst HH (from St. Thomas)		\$12,825.36	\$13,299.84				\$13,283.22	\$13,548.88
Total Revenue		\$312,827.28	\$430,446.42				\$578,911.00	\$640,032.52

Schedule B to By-Law No. 2025-18

Sanitary System Capital Forecast				
Capital Items and Projects	Budget	Funding Source		Notes
		Reserve	Other	
2023 Capital				
Carry Forwards				
Antenna/Communication Upgrade	\$3,000		\$3,000	To be funded by Connection Fees
Equipment Storage Building	\$10,000		\$10,000	To be funded by Connection Fees
Forcemain to Development Lands	\$2,500,000		\$2,500,000	To be funded by Connection Fees
Regrading of driveway				Reserve
OCWA Capital Recommendations				
Membrane 1 Replacement	\$170,146		\$170,146	Reserve
2023 Total	\$2,683,146	\$0	\$2,683,146	
2024 Capital				
Carry Forwards				
Antenna/Communication Upgrade	\$3,000		\$3,000	To be funded by Connection Fees
Equipment Storage(plumbing, electrical)	\$5,000		\$5,000	To be funded by Connection Fees
Rate Study (2024/2025)	\$30,000	\$30,000		Reserve
EA Study for Plant relocation/expansion	\$70,000	\$70,000		Reserve-includes contingencies for MECF
2024 Total	\$108,000	\$100,000	\$8,000	
2025 Capital				
WWTP/Pump Station/Forcemain Design	\$450,000		\$450,000	To be funded by Connection Fees
Upgrade to Chemical System	\$22,000	\$22,000		Reserve
Lifting Equipment	\$11,000	\$11,000		Reserve
2025 Total	\$483,000	\$33,000	\$450,000	
2026 Capital				
WWTP/Pump Station Construction	\$20,000,000		\$20,000,000	To be funded by Connection Fees
OCWA Capital Recommendations	\$5,000	\$5,000		Reserve
2026 Total	\$20,005,000	\$5,000	\$0	
2027 Capital				
OCWA Capital Recommendations				
Membrane Pump Discharge Check Valves	\$5,000	\$5,000		Reserve
Membranes: Module Air Diffusers	\$5,000	\$5,000		Reserve
2027 Total	\$10,000	\$10,000	\$0	

The Corporation of The Township of Southwold

(6-Year Recommended Capital/Major Maintenance from 2025 to 2030)
The Ontario Clean Water Agency has identified the following capital projects/major maintenance for your review and approval.

Ref. No.	Scope of Work	Year						Compliance	Health & Safety	Repair / Maintenance	Life-cycle Replacement	Equipment	Spares Parts Inventory	Approved by Client	Remarks for Project
		2025	2026	2027	2028	2029	2030								
1	Talbotville Waste Water Treatment Membrane Pump Discharge Check Valves	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	\$ -	\$ -								Maintenance/Replacement of Check Valves
2	Screenings Room: Activated Carbon Replacement		\$ 5,500.00		\$ 5,500.00		\$ 5,500.00								Carbon material was replaced in both carbon drums in 2022. Life expectancy is about 2 years.
3	Raw Equalization Tank Cleaning	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00								DWCA recommends that the tanks be cleaned 2 times per year. This helps reduce the loading on the fine screen below the aeration basin.
4	Plant Diesel Generator Annual Inspection and Fuel	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00								The standby generator is required to have an annual inspection as per the requirements of the Environmental Protection Act (EPA) and to fill the fuel in 2025.
5	Backflow Preventor: Annual Verification Inspection	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00								The two air lift backflow preventors are required to be tested annually as per the owner's order.
6	Influent and Effluent Flowmeters: Annual Verifications	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00								All flow meters are required to be verified on an annual basis as per the Environmental Protection Act (EPA).
7	Screenings Room: Screenings Rags	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00								Screenings Rags are required to be regularly replaced as they collect unwanted materials from entering the treatment plant. Increased flammable wipes entering the sewer system are hazardous to the environment and impact the sewer performance.
8	Lifting device to lift pumps and equipment	\$ 11,000.00													New lifting device
9	Membranes: Cleaning of Membranes	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00								Membranes were last cleaned by OCHA in the Summer/Fall of 2022. Membranes are required to be cleaned at a minimum two times a year or membranes will perform poorly and reduce plant results. If an air lift is used to clean the membranes, the air lift should be cleaned.
10	Plant chemicals (Chlorine, Alum, Caustic)	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00								Chemicals required for phosphorus removal, and pH adjustments and cleaning of the membranes should be included.
11	Membrane Room: Lifting Equipment Annual Inspection	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00								Membrane room lifting equipment requires annual inspection/verification by a third party.
12	Effluent UV System: bulb and sleeve replacement	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00								UV effluent bulbs and sleeves should be cleaned every two years.
13	Plant Blowers Maintenance (Air Filters/Oil Changes)	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00								The wastewater plant has multiple blowers which require replacement of filters and annual maintenance of oil.
14	Screenings Room: H2S gas detector annual inspection	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00								Screenings Room H2S gas detector requires to be inspected semi-annually and verified by the third party.
15	Membrane Cassette Replacement	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00								Place holder for replacement of fouled/damaged membranes. May be able to use spare cassettes from 2nd/3rd location.
16	Dissolved Oxygen/pH Meter Instrumentation/Probe Replacement	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00								The dissolved oxygen system controls the blowers to control to ensure instruments operating correctly and efficient operation.
17	Membrane Module Air Diffusers	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -								A 2020 inspection revealed that diffusers in the modules are partially failing and should be replaced. Please see the attached report for more details.
18	Rocket Screw Press Sludge Dewatering Equipment Repairs	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -								Screw Press has not been required as all sludge has been hauled in liquid form. This will allow sludge to be dewatered in the future.
19	Contingency: Items not planned for such as possible equipment failure/blowers, motor, pumps switches	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00								Place holder for unknown breakdown of equipment.
Total Capital Expenditure		\$132,000	\$133,300	\$117,300	\$126,300	\$117,300	\$122,800								

Legend:
■ High priority recommended to be completed in upcoming year
■ Medium priority recommended to be completed in 1 to 3 years
■ Low priority recommended to be completed in years 4 to 5

2025 Recommended Capital Presented by:
 2025 Recommended Capital Approved by:

Vitaliy Talashok : Senior Operations Manager
 Sam Sianes : Regional Hub Manager



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2025-19

Being a By-law to authorize renewing an agreement with Zouling Technologies Inc. for Technology Maintenance and Support Services and to repeal By-law No. 2023-24

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

AND WHEREAS the Corporation of the Township of Southwold wishes to engage Technology Maintenance and Support Services from Zouling Technologies Inc.;

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

1. THAT Schedule "A" attached hereto and forming part of this By-law, being an agreement with Zouling Technologies Inc. for the supply of Technology Maintenance and Support Services be approved and the Mayor and Clerk be authorized to sign on behalf of the Township.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND FINALLY PASSED THIS 10th DAY OF MARCH, 2025.

Mayor
Grant Jones

CAO/Clerk
Jeff Carswell

TECHNOLOGY MAINTENANCE AND SUPPORT SERVICES AGREEMENT

THIS TECHNOLOGY MAINTENANCE AND SUPPORT SERVICES AGREEMENT is made the 1st day of April, 2025

BY & BETWEEN:

ZOULING TECHNOLOGIES INC., a corporation incorporated under the laws of the Province of Ontario, and with its principal office located at 276 Furnival Road, Rodney, Ontario N0L 2C0

(hereinafter the “**Service Provider**”)

OF THE FIRST PART

AND:

TOWNSHIP OF SOUTHWOLD, a municipal corporation incorporated under the laws of Province of Ontario, and with its principal office located at 35663 Fingal Line, Fingal, Ontario, N0L 1K0

(hereinafter the “**Client**”)

OF THE SECOND PART

RECITALS

WHEREAS, the Service Provider is in the business of providing computer hardware and software maintenance and support services, including networking;

AND WHEREAS, the Client, a municipal corporation exercising the powers described in sections 8 and 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, wishes to contract for the computer hardware, software, and networking maintenance and support services of the Service Provider as part of its ongoing operations;

AND WHEREAS, the parties have agreed on the terms and conditions governing the provision of computer hardware, software, and networking maintenance and support services by the Service Provider to the Client;

NOW THEREFORE, in consideration of the terms and conditions described below and the sum of \$1.00 paid by each party to the other party, the receipt and sufficiency of which is hereby acknowledged, the Service Provider and the Client agree as follows:

1.0 INTERPRETATION

1.1 *Definitions*

In this agreement, unless otherwise stated the following terms shall have the meaning prescribed for each:

“Agreement” means the terms and conditions described herein, and the Schedules incorporated by reference and also includes all subsequent amendments and Change Orders in writing and executed by authorized officials of the Parties;

“Business Day” means any day other than Saturday or Sunday or a statutory holiday so recognized by the province of Ontario;

“Change Order” means the document executed by the Parties confirming their agreement to undertake a change to the Support Services or related matters pursuant to a Change Order Request;

“Change Order Request” means the procedure described in this Agreement for the Parties to consider changes to the Support Services or related matters under this Agreement;

“Client Data” means all information of whatever nature and type and in all formats of the Client and in respect of which the Client has a proprietary interest and is deemed to be Proprietary and Confidential Information of the Client, including (without limitation) information regarding other persons that is collected and maintained by the Client in exercising its powers under the *Municipal Act, 2001*, and other legislation;

“Client Hardware” means the computer equipment of the Client, including (without limitation) all peripherals, attachments, lines and cabling and applicable documentation and all equipment relating to networking, for which the Service Provider is performing Support Services under this Agreement;

“Client Software” means the computer software of the Client, including applicable documentation, for which the Service Provider is providing Support Services under this Agreement;

“Parties” means the Client and the Service Provider, and “Party” means one of them as the context provides;

“Proprietary and Confidential Information” means any confidential or proprietary information, data, materials, and other information of either Party, whether or not marked or otherwise identified as proprietary or confidential;

“Schedules” means the schedules to this Agreement described in Article 2.0;

“Service Provider Data” means all information, of whatever nature and type and in all formats of the Service Provider used to provide the Support Services, and in respect of which the Service

Provider has a proprietary interest. Service Provider Data is deemed to be Proprietary and Confidential Information of the Service Provider;

“**Service Provider Software**” means those computer programs owned or licensed by the Service Provider, in object code or source code and including microcode not embedded in a circuit element and applicable documentation and media, used by the Service Provider in performing the Support Services;

“**Support Services**” means the provision by the Service Provider of the computer hardware, software, and networking maintenance and support services to the Client Hardware and Client Software as described in this Agreement; and

“**Support Services Standards**” means the agreed-to target performance standards of the Service Provider in delivering the Support Services under this Agreement, as they may be changed from time to time by Change Order.

1.2 Assignment

This Agreement will be binding on and enure to the benefit of the Parties and their respective successors and permitted assigns. The Service Provider may not assign this Agreement to any other party without the prior written consent of the Client.

1.3 Currency

Unless otherwise stated in this Agreement, all dollar amounts shall be Canadian dollars.

1.4 Accounting Terms

Unless otherwise stated in this Agreement, all accounting terms shall be interpreted in accordance with Canadian GAAP.

1.5 Sections, Headings and Contra Proferentum

The division of this Agreement into Articles, Sections and Paragraphs and the insertion of headings are for convenience of reference only and shall not affect the interpretation or construction of this Agreement. Unless otherwise indicated, any reference in this Agreement to an Article, Section, Paragraph or Schedule refers to the specified Article, Section or Paragraph or Schedule to this Agreement. Each Party acknowledges that it has reviewed and participated in determining the terms and conditions of this Agreement and agree that any rule of construction or doctrine of interpretation, including *contra proferentum*, construing or interpreting any ambiguity against the drafting party shall not apply.

1.6 Gender and Number

Unless the context otherwise requires, words importing the singular include the plural and

vice versa, and words importing one gender include the other gender.

1.7 *Time of the Essence*

Time shall be of the essence of this Agreement and of every part hereof and no extension or variation to this Agreement shall operate as a waiver of this provision.

1.8 *Applicable Law*

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the province of Ontario and the applicable federal laws of Canada, without reference to any principles of conflicts of laws. Each Party irrevocably and unconditionally attorns to the exclusive jurisdiction of the competent courts of Ontario.

1.9 *Enurement*

This Agreement shall enure to the benefit of, binding on, and enforceable by the Parties and where the context so permits, their respective heirs, executors, representatives and successors.

1.10 *Amendment*

This Agreement may only be changed by a document in writing signed by both Parties.

1.11 *Waiver*

No waiver of any provision of this Agreement, including waiver of a breach of this Agreement, shall constitute a waiver of any other provision or breach of this Agreement unless expressly provided otherwise. No waiver shall be binding unless executed in writing.

1.12 *Further Assurances*

The Parties shall with reasonable diligence do all things and provide all reasonable assurances as may be required to implement the provisions of this Agreement, and each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions.

1.13 *Invalidity*

Any provision in this Agreement which is held to be illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions of this Agreement.

1.14 *Entire Agreement*

This Agreement, including the Schedules incorporated by reference and the written requirements and representations of the related Request for Proposal and Proposal, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or other agreements, understandings, negotiations and discussions, written or oral, between the Parties. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, except as herein provided.

1.15 *Objective*

In accordance with the Request for Proposal and Proposal, the Parties acknowledge that the central objective of this Agreement is for the Client to retain a qualified I.T. services provider to provide the Support Services, including for internal municipal I.T. projects, either to the Client individually or to the Client and its municipal partners acting jointly.

In the event of any inconsistency or conflict between the provisions of Request for Proposal and this Agreement or Proposal and this Agreement, the provisions of this Agreement shall prevail.

2.0 SCHEDULES

2.1 The Schedules appended to and forming part of this Agreement are described in subsection 2.2. In the event of any inconsistency or conflict between the provisions of a schedule and the terms and conditions of this Agreement, the provisions of the schedule shall prevail.

2.2 The Schedules to this Agreement are as follows:

Schedule A: Client Hardware and Software
Schedule B: Support Services
Schedule C: Support Services Standards
Schedule D: Compensation & Payment
Schedule E: Change Order Process

2.3 The Schedules may be changed from time to time by agreement of the Parties by Change Order.

3.0 APPOINTMENT AND ACCEPTANCE

3.1 The Client appoints the Service Provider, and the Service Provider accepts the appointment on a non-exclusive basis, to perform the Support Services described in **Schedule B** for the Client Hardware and Client Software described in **Schedule A**. The Parties agree that the Support Services, as well as the Client Hardware and Client Software, may be changed from time to time during the term of this Agreement in accordance with the Change Order Process

described in **Schedule E**.

4.0 TERM

- 4.1** This Agreement shall be in effect for a period of twenty-four (24) months from the date first mentioned above on page 1 of this Agreement. This Agreement may be extended or renewed by agreement of the Parties in writing at least sixty (60) days prior to the end of the term. The Service Provider will remind the Client by written notice of the end of term and option for extension or renewal at least one hundred and twenty (120) days prior to the end of the term.

5.0 COMPENSATION AND PAYMENT

- 5.1** As consideration for the Support Services provided under this Agreement, the Client shall pay the Service Provider in accordance with **Schedule D** attached, which compensation is subject to change in accordance with the Change Order Process.
- 5.2** All payments shall be made in Canadian currency. On past due charges and late payments, the Service Provider may impose a late payment charge equal to the lesser of 1.0 percent (1%) per month or the maximum rate permitted by law.
- 5.3** Service Provider, without any further actions or requirements on its part and until all outstanding payments have been made in full by the Client, reserves the right to deny or suspend the Support Services or any other related activity under this Agreement. Termination or denial as a result of failure to pay will: (a) not relieve the Client from the payment of all accrued charges for the Support Services provided, plus interest and all collection fees; (b) be solely attributable to the Client with no liability or responsibility of any loss or damage arising or accruing from such denial or suspension of the Support Services.
- 5.4** The Client shall be responsible for all sales and consumption taxes (including any HST) imposed or levied in respect of the charges paid or payable to the Service Provider, other than any tax on the income of the Service Provider.

6.0 SUPPORT SERVICES STANDARDS

- 6.1** The Service Provider shall perform the Support Services in accordance with the Support Services Standards described in **Schedule C**, as said standards may be changed from time to time in accordance with the Change Order Process.
- 6.2** The Service Provider will have full control over working time, methods, and decision making in relation to provision of the Support Services in accordance with this Agreement. The Service Provider will work autonomously and not at the direction of the Client. However, the Service Provider will be responsive to the reasonable needs and concerns of the Client.

7.0 SERVICE PROVIDER RESPONSIBILITIES

7.1 The Service Provider shall:

- (a) Perform the Support Services conscientiously and lawfully, in accordance with the provisions of this Agreement, including the provisions of the Support Services Schedule and the Support Services Standards Schedule;
- (b) Perform the Support Services in a good and professional manner using qualified and competent Support Services personnel, and in compliance with the Support Services Standards Schedule;
- (c) Complete and submit all reports and other information in accordance with the requirements of the Support Services Standards Schedule;
- (d) Comply with all access and security procedures of the Client of which it has been informed in writing; provided only that if there is any change to such procedures after the date of this Agreement, and for which compliance by the Service Provider causes delay, an increase in costs or other material change to the Support Services or other Service Provider obligations under this Agreement, the Support Services Schedule and Support Services Standards Schedule, as applicable, will be modified accordingly by Change Order;
- (e) Access, receive, use, retain and disclose Client Proprietary and Confidential Information only for the performance of the Support Services, in a secure and confidential manner and in accordance with any reasonable restrictions or other requirements of the Client; and
- (f) Perform the Support Services in a manner consistent with the Client's role as a municipal corporation with responsibilities to protect personal information and other data and information relating to private individuals, and in accordance with all Client requirements and directions based on the Client's statutory responsibilities.

8.0 CLIENT RESPONSIBILITIES

8.1 To enable and support the Service Provider in the provision of the Support Services the Client shall, without limitation:

- (a) Perform those tasks assigned to the Client conscientiously, lawfully, in a timely manner, and in accordance with the provisions of the Support Services Schedule and this Agreement;
- (b) Perform those tasks assigned to the Client in a good and professional manner using qualified and competent personnel;
- (c) Grant the Service Provider access to the Client Hardware, Client Software and operations necessary for the Service Provider to provide the Support Services;

- (d) Comply with all reasonable Service Provider procedures and requirements in the performance of the Support Services, including the reproduction of suspected errors or malfunctions and the provision of all error corrections and maintenance releases;
- (e) Access, receive, use, retain and disclose any Service Provider Proprietary and Confidential Information only for Support Services purposes, in a secure and confidential manner and in accordance with any restrictions or other requirements of the Service Provider;
- (f) Undertake any enhancements to or other changes to Client Hardware and Client Software during the term of this Agreement only in collaboration with the Service Provider. In the event that any such change prevents or otherwise hinders the performance of the Support Services, or any other obligation of the Service Provider under this Agreement, including any performance commitment under the Support Services Standards Schedule, the Service Provider shall not be liable or otherwise responsible for the same and the Client shall be liable for any additional costs incurred by the Service Provider as a consequence thereof; and
- (g) Pay the Service Provider for the Support Services in accordance with the Compensation and Payment provision of this Agreement.

9.0 INDEPENDENT CONTRACTOR

- 9.1** The Parties expressly covenant and agree that the legal relationship between the Parties is that of principal and independent contractor. The Service Provider performs the Support Services as an independent contractor and all personnel utilized by the Service Provider shall be employees, contractors or agents of the Service Provider.

10.0 CHANGE CONTROL

- 10.1** The Change Order procedure set out in Schedule E (Change Order Process) may be initiated by either Party desiring to implement the following changes to the Support Services:
- (a) Additions to, deletions from, or other modifications to the Support Services in the Support Services Schedule;
 - (b) Additions to, deletions from, or other modifications to the performance commitments of the Service Provider set out in the Support Services Standards Schedule; and
 - (c) Any modification, alteration, adjustment, addition, upgrade, attachment, enhancement, or other change to the Client hardware or Client Software that will, or is likely to have, a material impact on the delivery of Support Services by the Service Provider.
- 10.2** Any changes to this Agreement, other than those set out in subsection 10.1, shall be undertaken solely by means of a written amendment to this Agreement.

11.0 REPRESENTATIONS AND WARRANTIES

- 11.1** The Service Provider makes the following representations and warranties to the Client

acknowledging that the Client is relying on each such representation and warranty in connection with the provision of Support Services under this Agreement, and with the further acknowledgment that the Client would not have entered into this Agreement without any of the representations and warranties of the Service Provider.

- (a) The Service Provider represents and warrants to the Client that it is duly incorporated and has the legal authority to enter into this Agreement, provide the Support Services and undertake all other obligations and responsibilities of the Service Provider described hereunder;
- (b) The Service Provider represents and warrants to the Client that this Agreement has been duly authorized by all necessary corporate action by the Service Provider and is a valid and binding obligation of the Service Provider, enforceable against it in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency and other legislation affecting creditors' rights generally;
- (c) The Service Provider represents and warrants to the Client that the execution and performance of this Agreement does not and will not cause any default or other contravention of any other agreement or instrument to which the Service Provider is a party;
- (d) The Service Provider represents and warrants to the Client that there are no actions, suits or other proceedings against the Service Provider, or to the Service Provider's knowledge threatened or pending against the Service Provider, or any of its assets, that in the reasonable opinion of the Service Provider may have a material adverse effect on its financial condition or business;
- (e) The Service Provider represents and warrants to the Client that the Service Provider shall comply with all applicable laws, statutes, ordinances, by-laws and regulations (collectively, "legislation") of all applicable governmental authorities.

11.2 The Client makes the following representations and warranties to the Service Provider acknowledging that the Service Provider is relying on each such representation and warranty in connection with the provision of Support Services under this Agreement, and with the further acknowledgment that the Service Provider would not have entered into this Agreement without any of the representations and warranties of the Client.

- (a) The Client represents and warrants to the Service Provider that the Client is duly incorporated and has the legal authority to enter into this Agreement, and undertake all obligations and responsibilities of the Client described hereunder;
- (b) The Client represents and warrants to the Service Provider that this Agreement has been duly authorized by all necessary corporate action by the Client and is a valid and binding obligation of the Client, enforceable against it in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency and other legislation affecting

creditors' rights generally;

- (c) The Client represents and warrants to the Service Provider that the execution and performance of this Agreement does not and will not cause any default or other contravention of any other agreement or instrument to which the Client is a party;
- (d) The Client represents and warrants to the Service Provider that there are no actions, suits or other proceedings against the Client, or to the Client's knowledge threatened or pending against the Client, or any of its assets, that in the reasonable opinion of the Client may have a material adverse effect on its financial condition or business;
- (e) The Client represents and warrants to the Service Provider that the Client shall perform, or cause to be performed, the obligations and responsibilities of the Client under this Agreement honestly, in good faith, exercising reasonable skill, care and diligence, using personnel having a level of competence commensurate with the requirements, in accordance with the terms and conditions of this Agreement; and
- (f) The Client represents and warrants to the Service Provider that the Client shall comply with all applicable laws, statutes, ordinances, by-laws and regulations (collectively, "legislation") of all applicable governmental authorities.

11.3 EXCEPT AS EXPRESSLY STATED IN THIS ARTICLE 11.0, ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE ARE HEREBY EXCLUDED. THE PARTIES DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LIABILITY OF ONE PARTY TO THE OTHER PARTY IS SOLELY THAT PROVIDED FOR ELSEWHERE IN THIS AGREEMENT.

12.0 RELATIONSHIP MANAGEMENT

12.1 The Parties acknowledge that cooperation is essential to the successful delivery of the Support Services and compliance with all other requirements of this Agreement. The Parties agree to each appoint a person the primary representative of the Party for the administration and other matters relative to the provision of Support Services, and use mutually agreed processes and forms to report progress and to identify, track and resolve problems. Unless otherwise provided for in the Support Services Schedule, the standard processes and forms of the Service Provider will be utilized. Each Party may rely on the authority of the other Party's representative provided that neither person shall have the authority to amend or modify this Agreement.

13.0 CONFIDENTIALITY OF CLIENT DATA

13.1 The Service Provider acknowledges that Client Data is Proprietary and Confidential Information of the Client, and is sensitive in nature as the information of a public organization and municipal government, and must be protected from unauthorized use or disclosure. The Service

Provider shall use all reasonable means to keep Client Data to which it has access confidential. The Service Provider shall not access, use or disclose Client Data, other than to provide the Support Services.

13.2 More specifically, in fulfilment of its obligation to maintain the confidentiality of Client Data, the Service Provider shall:

- (a) Implement written policies, standards, and procedures reflective of the Service Provider's obligations in regard to confidentiality;
- (b) Restrict access to Client Data to Service Provider personnel, including agents and subcontractor personnel who require access to perform the Support Services; and
- (c) Ensure that Service Provider personnel, including agents and subcontractor personnel, requiring access to Client Data have received any required security clearance and agreed, in writing, to abide by the confidentiality requirements of the Service Provider in the treatment of Client Data.

13.3 Notwithstanding the above, the Service Provider shall not be responsible or otherwise liable for any wrongful access to, use or disclosure of Client Data:

- (a) Caused by any act or omission of the Client;
- (b) already in the public domain due past publication on a public medium such as a newspaper of record or media outlet; or
- (c) Required by law to be disclosed. The Service Provider shall give the Client prompt notification of such requirement for disclosure and permit the Client to undertake any appeal procedures to maintain the confidentiality of Client Data.

14.0 CONFIDENTIALITY OF SERVICE PROVIDER DATA

14.1 The Client acknowledges that Service Provider Data is Proprietary and Confidential Information of the Service Provider and must be protected from unauthorized use or disclosure. The Client shall use all reasonable means to keep Service Provider Data to which it has access confidential. The Client shall not access, use or disclose Service Provider Data, other than as required for the provision of Support Services by the Service Provider.

14.2 More specifically, in fulfilment of its obligation to maintain the confidentiality of Service Provider Data, the Client shall:

- (a) Implement written policies, standards, and procedures reflective of the Client's obligations in regard to confidentiality;
- (b) Restrict access to Service Provider Data to Client personnel, including agents and subcontractor personnel, who require access in the performance of the Support Services; and
- (c) Ensure that Client personnel, including agents and subcontractor personnel, requiring access to Service Provider Data have received any required security clearance and

agreed, in writing, to abide by the confidentiality requirements of the Client in the treatment of Service Provider Data.

14.3 Notwithstanding the above, the Client shall not be responsible or otherwise liable for any wrongful access to, use or disclosure of Service Provider Data:

- (a) Caused, in whole or in part, by any act or omission of the Service Provider;
- (b) Determined to be in the public domain; or
- (c) Required by law to be disclosed, including (without limitation) the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56. The Client shall give the Service Provider prompt notification of such requirement for disclosure, and permit the Service Provider to undertake any legally available appeal procedures to maintain the confidentiality of Service Provider Data.

15.0 LIABILITY

15.1 The liability of the Service Provider to the Client or any third party whatsoever, for any breach of this Agreement, regardless of the basis of the claim and whether such damage was foreseeable, including, without limitation, any claim in tort (including negligence) or of fundamental breach of contract, or otherwise (including any loss or damage caused due to hacking), shall be direct damages only. In no event shall the Service Provider be liable for indirect, incidental, special or consequential damages, or exemplary, aggravated or punitive damages, or damages for loss profits or revenues of the Client or any loss of use relating to the Support Services or any breach of this Agreement, even if it has been informed of the possibility thereof. For greater certainty, nothing in this section alters or increases the indemnities provided for in section 17.0 of this Agreement.

16.0 TERMINATION

16.1 *Termination for Cause*

- (a) In the event that either Party commits a breach of one or more of its material duties or obligations under this Agreement (“Material Breach”), which Material Breach shall not have been cured within fifteen (15) Business Days from notice in writing advising of said Material Breach (“Cure Period”), the Party not in breach may terminate this Agreement, forthwith, for cause, by giving written notice to the Party in Material Breach.
- (b) Without limiting the generality of the foregoing, each of the following specific events shall be deemed to be a Material Breach by the Service Provider granting the Client the right to terminate this Agreement pursuant to subsection 16.1(a):
 - (i) The Service Provider is adjudged bankrupt, commits or threatens to commit an act of bankruptcy, makes a general assignment for the benefit of its creditors, becomes insolvent, or otherwise commences action for its winding up, reorganization, liquidation, or dissolution under any applicable law; or
 - (ii) The Service Provider is in breach of the Confidentiality of Client Data

- provision of this Agreement.
- (iii) Service Provider fails to respond in reasonably timely manner to service requests from the Client.
- (c) Without limiting the generality of the foregoing, each of the following specific events shall be deemed to be a Material Breach by the Client granting the Service Provider the right to terminate this Agreement pursuant to subsection 16.1(a):
- (i) Client is adjudged bankrupt, commits or threatens to commit an act of bankruptcy, makes a general assignment for the benefit of its creditors, becomes insolvent, or otherwise commences action for its winding up, reorganization, liquidation, or dissolution under any applicable law;
 - (ii) Client is in breach of the Confidentiality of Service Provider Data of this Agreement; or
 - (iii) Client fails, without valid cause, to pay any amount owing to the Service Provider under this Agreement following written notice by the Service Provider to that effect under subsection 16.1(a), and failure to make payment before expiration of the Cure Period.
- (d) Upon termination of this Agreement for Material Breach all responsibilities and liabilities of the Parties to each other shall cease on the specified date of termination, except only for damages that may be assessed against the Party in Material Breach.

16.2 Termination without Cause

The Service Provider may terminate this Agreement without any cause or reason but only by providing the Client with thirty (30) Business Days written notice.

17.0 INDEMNITIES

17.1 Service Provider Indemnification

- (a) The Service Provider shall indemnify, defend, and hold harmless the Client and its servants, agents, successors, and assigns from any and all losses arising from or in connection with any claims of infringement made against the Client for any patent, copyright, trade-mark, service mark, trade name, or other proprietary rights in regard to Service Provider Software, Service Provider Data, or any other products or materials provided by the Service Provider in the performance of Support Services, or otherwise under this Agreement.
- (b) The Service Provider shall indemnify, defend, and hold harmless the Client, its servants, agents, successors and assigns from and against any and all losses arising from or in connection with claims made by third parties against the Client arising out of any acts or omissions of the Service Provider in the performance of Support Services or the observance of its obligations under this Agreement.

17.2 Client Indemnification

- (a) The Client shall indemnify, defend, and hold harmless the Service Provider, its servants, agents, successors and assigns from and against any and all losses arising from or in connection claims of infringement made against the Service Provider for any patent, copyright, trade-mark, service mark, trade name, or other proprietary rights in regard to Client Hardware, Client Software, Client Data, or any other products or materials of the Client used in performance of the Support Services, or otherwise under this Agreement.
- (b) The Client shall indemnify, defend, and hold harmless the Service Provider, its servants, agents, successors and assigns from and against any and all losses arising from or in connection with claims made by third parties against the Service Provider arising out of any acts or omissions of the Client in the performance of the Support Services or the observance of its obligations under this Agreement.

17.3 Exclusive Remedy

The indemnities described in this section 17.0 are the exclusive indemnities provided by each Party to the other under this Agreement. The indemnities shall not apply unless the Party against whom the claims are made provides the indemnifying Party with prompt written notice of such claim, grants the indemnifying Party authority to defend or settle the claim and provides all reasonable assistance to the indemnifying Party in defending or settling the claim.

18.0 INSURANCE

18.1 The Service Provider shall obtain and maintain the following insurance coverage during the term of this Agreement, naming the Client as an additional insured, with limits not less than those prescribed:

- (i) Professional liability and cybersecurity insurance with limits of not less than Two Million Canadian Dollars (\$2,000,000.00);
- (ii) Automotive or motor vehicle liability insurance with limits of not less than Two Million Canadian Dollars (\$2,000,000.00); and
- (iii) Comprehensive General Liability Insurance with limits of not less than Five Million Canadian Dollars (\$5,000,000.00).

18.2 The Service Provider shall provide proof of insurance following execution of this Agreement and also at the reasonable request of the Client during the term of the agreement.

19.0 GENERAL

19.1 Notices

All notices to be given under this Agreement shall be in writing and either hand delivered or sent by registered mail to the address and contact official of the other Party set out below. If by registered mail, any such notice shall be deemed to have been received on the fifth (5th) Business Day after mailing, and if hand delivered, on the date of delivery. Notice may also be provided by means of electronic mail and if delivered by electronic mail, it should be deemed received on the first (1st) Business Day the electronic mail arrives in the recipient's electronic mail in-box, provided only that the Party sending the message has not received any automatic reply indicating that the notice has not been delivered to the recipient.

Client address and contact official:

Jeff Carswell, cao@southwold.ca, 519.769.2010
35663 Fingal Line, Fingal, Ontario, N0L 1K0

Service Provider address and contact official:

Dan Balint, dan@zouling.ca, 226.688.7839
276 Furnival Road, Rodney, Ontario N0L2C0

Either Party may change its address or contact official by written notice to the other Party given in the manner set out above.

19.2 Force Majeure

Neither Party will be responsible or liable in any way for failure or delay in performing its obligations under this Agreement during any period in which such performance is prevented or hindered by conditions beyond its reasonable control ("force majeure"). During such period each Party's obligations, to the extent that they are affected by the event of force majeure, will be suspended and commensurately extended until such time as performance is no longer prevented or hindered; provided that if such period extends for more than forty (40) Business Days, either Party may thereafter terminate this Agreement without any obligation or liability to the other Party for the same.

19.3 Advertising

Neither Party shall, without the prior express written consent of the other Party in each instance, which consent will not be unreasonably withheld, carry out or arrange for any press release, advertisement or promotion of any kind or nature whatsoever, whether in writing or orally, which involves the use of, or contains any reference to any trade or service mark, trade or service name, or logo of the other Party.

19.4 *Survival*

Those provisions of this Agreement which, by their terms, are intended to survive, or which must survive in order to give effect to continuing obligations of the Parties, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

ZOULING TECHNOLOGIES INC.

By:

Name: Daniel Balint

Title: President

TOWNSHIP OF SOUTHWOLD

By:

Name (Print or type):

Title:



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY- LAW NO. 2025-20

Being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on March 10, 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 March 10, 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 10th DAY OF MARCH, 2025.

Mayor
Grant Jones

CAO/Clerk
Jeff Carswell