



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

- A G E N D A -

Monday December 8, 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 November 24, 2025
- (b) Draft Minutes of the Young at Heart Committee Meeting of November 18, 2025
- (c) Draft Minutes of the Communities in Bloom Committee Meeting of November 19, 2025

5. DELEGATION

- (a) **7:30 p.m.– Vitaliy Talashok and Matthew Belding - QCWA 3rd Quarter Operations Reports-Southwold Water Distribution System and Talbotville Wastewater Treatment Plant.**
- (b) **7:45 p.m. – Elizabeth VanHooren, Kettle Creek Conservation Authority and Mark Peacock, Lower Thames Valley Conservation Authority - Conservation Authority Consolidation**

6. DRAINAGE

7. PLANNING

- (a) PLA 2025-34, Consent Applications E1-26, Union Road and E2-26, 7882 Union Road

8. REPORTS

- (a) FIR 2025-12 Activity Report – November 2025
- (b) IDS 2025-54 Activity Report – November 2025
- (c) IDS 2025-55 Thomas Road Subdivision Agreement

- (d) IDS 2025-56 IESO Procurement Willing Hosts Considerations
- (e) FIN 2025-31 Water and Wastewater Budget By-laws
- (f) CBO 2025-25 Activity Report – November 2025
- (g) DPC 2025-06 Seniors Community Grant Submission Request
- (h) CAO 2025-64 Activity Report – November 2025
- (i) CAO 2025-65 Closing Parts of Fairground Street, Spicer Street and Teetzel Street.

9. CORRESPONDENCE

- (a) Elgin OPP Detachment Board Request Update
- (b) Fee Waiver Request – Shedden Scouts
- (c) City of Toronto – Green Lane Landfill Updates

10. BY-LAWS

- (a) By-law No. 2025-70, being a by-law to set water and wastewater rates
- (b) By-law No. 2025-71, being a by-law to adopt the 2026 Water Systems Operating and Capital Budget
- (c) By-law No. 2025-72, being a by-law to adopt the 2026 Wastewater Systems Operating and Capital Budget
- (d) By-law No. 2025-73, being a by-law to enter into a development agreement – Rickwood, Thomas Road
- (e) By-law No. 2025-74, being a by-law to permanently close a portion Fairground Street, Spicer Street and Teetzel Street
- (f) By-law No. 2025-75, being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on December 8, 2025

11. OTHER BUSINESS *(For Information Only)*

12. CLOSED SESSION

- (a) 239(2) (c) a proposed or pending acquisition or disposition of land by the municipality or local board (Multiple properties)
- (b) 239(2) (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; (Assessment Appeals)
- (c) 239(2) (h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them; (Ministry of Infrastructure)
- (d) 239(2) (b) personal matters about an identifiable individual, including municipal or local board employees (HR Matters)

13. ADJOURNMENT

BUDGET MEETING – Operating
Thursday January 8, 2026 @7:00 P.M.
Council Chambers, Fingal/Via Video Link

NEXT REGULAR MEETING OF COUNCIL
Monday January 12, 2026 @ 7:00 P.M.
Council Chambers, Fingal/Via Video Link



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

MINUTES

Regular Council Meeting
Monday November 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
Councillor Scott Fellows

ALSO PRESENT: Jeff Carswell, CAO/Clerk
Michele Lant, Director of Corporate Services/Treasurer
Aaron Van Oorspronk, Director of Infrastructure and Development
Services
Brent Clutterbuck, Drainage Superintendent (left at 7:56)
Paul Clarke, Planner (left at 7:38 p.m.)
June McLarty, Deputy Clerk

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

ADDENDUM TO AGENDA:

9. Correspondence

(g) Lower Thames Valley Conservation Authority Resolution RE: Conservation
Authority Consolidation

DISCLOSURES: None

ADOPTION OF MINUTES:

Council Minutes – Adopt

2025-330 Councillor Emons – Deputy Mayor Pennings

RESOLVED THAT the draft minutes of the Special Council Meeting of November 4, 2025, the draft minutes of the Special Council Meeting of November 6, 2025, the draft minutes of the Regular Council Meeting of November 10, 2025 and the draft minutes of the Special Council Meeting of November 11, 2025 are hereby adopted.

CARRIED

Committee Minutes – Review

2025-331 Deputy Mayor Pennings – Councillor Adzija

RESOLVED THAT Council had reviewed the Draft Minutes of the Economic Development Committee Meeting of November 6, 2025 and the Draft Minutes of the Family Day Committee Meeting of November 12, 2025.

CARRIED

PLANNING:

Zoning By-law Amendment ZBA 2025-14, Goodhue Farms (Port Stanley) Ltd, 36466 Scotch Line and ZBA 2025-13, Eleanor Coinvest Limited Partnership, Eleanor Limited Partnership, Eleanor Coinvest Group Inc., Eleanor Group Inc., and Broccolini Real Estate Group, 11884 Sunset Drive

In attendance: G. Williams, D. Vlasman, R. Smibert, K. Smibert, D. Clinton, G. Goodhue, K. Goodhue, B. Clutterbuck.

Opening of Public Meeting for ZBA 2025-14 and ZBA 2025-13

2025-332 Councillor Adzija – Councillor Emons

RESOLVED THAT Council of the Township of Southwold now sits as a public meeting under the Planning Act to consider Zoning By-law Amendment file nos. ZBA 2025-14, Goodhue Farms (Port Stanley) Limited, 36466 Scotch Line and ZBA 2025-13, Eleanor Coinvest Limited Partnership, Eleanor Limited Partnership, Eleanor Coinvest Group Inc., Eleanor Group Inc., and Broccolini Real Estate Group, 11884 Sunset Road opens at **7:03 p.m.**

CARRIED

ZBA 2025-14, 36466 Scotch Line

Chairperson Jones called the meeting to order and made the following statement that this 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: Lot 8, Part of Lots 7-9, Range 3 NLR.

The proposed Zoning By-law Amendment (ZBA) application would rezone the subject property from Agricultural 1 (A1) to Agricultural 3 (A3) and Agricultural 1- Special Provision 76(A1-76).

Chairperson Jones asked if any member of Council had a disclosure of interest concerning the proposal. None were declared.

Chairperson Jones asked what method of notice and when was the notice given to the public for this meeting. The Clerk responded that a notice was mailed to the neighbouring property owners within 120 meters of the subject lands and emailed to commenting agencies prior to the deadline of November 3. A sign was posted on the subject property before November 3.

Paul Clarke presented his report to Council and the public.

Chairperson Jones asked if any comments were received from staff. The Clerk responded yes. Staff comments were received, as detailed in the Planning Staff Report. Chairperson Jones asked if any written submissions were received on this application. The Clerk responded no other written comments were received.

Chairperson Jones stated that before opening the meeting to questions from the public, pleased be advised that if any person from the public wishes to receive further information in 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 November 25, 2025. Any person what has contacted the Planner to be part of the public meeting today will receive this further information automatically.

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

G. and K. Goodhue, identified themselves. Mr. Goodhue reported that the barn on the property was a drive shed. The old cattle barn was demolished to build the drive shed.

Chairperson Jones asked if any member of Council had any comments or questions on the application. No comments were made or questions were asked.

ZBA 2025-14, Goodhue Farms (Port Stanley) Limited

2025-333 Councillor Fellows – Deputy Mayor Pennings

RESOLVED THAT Council approve Zoning By-law Amendment Application ZBA 2025-14 to rezone the subject property from Agricultural (A1) Zone to Agricultural 3 (A3) Zone and Agricultural 1 – Special Provision 76 (A1-76) as presented in By-law 2025-65 attached as Appendix 1 to Report PLA 2025-32; and,

THAT subject to no concerns being raised at the public meeting, that By-law 2025-65 to amend Zoning By-law 2011-14, as amended be presented at the regular meeting of Council on November 24, 2025, for adoption. (PLA 2025-32).

CARRIED

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

ZBA 2025-13, 10884 Sunset Drive

Chairperson Jones called the meeting to order and 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: Parts of Lots 46-49, Concession SENBTR, Parts 1-12 on 11R-10882, save and except parts 1-7, all inclusive on Plan 11R-10920.

The proposed Zoning By-law Amendment (ZBA) application would rezone the subject property from Commercial/Industrial 1 (CM1) to Commercial /Industrial 1-Special Provision 1 (CM1-1)

Chairperson Jones asked if any member of Council had a disclosure of interest concerning the proposal. None were declared.

The Chairperson asked what method of notice and when was the notice given to the public for this meeting. The Clerk responded that a notice was mailed to neighboring property owners within 120 meters of the subject lands and emailed to commenting agencies prior to the deadline of November 3. A sign was posted on the subject property before November 3.

Planner Paul Clarke presented the report to Council and the public. The applicant wanted to add in specific permitted uses to the lands that were already permitted in the existing definition of industrial in the zoning by-law. Clarity going forward to develop or sell the lands in the future. The applicant was also seeking changes to the open storage requirements for the whole land. The lands would be 100% used for open storage and the text in the zoning by-law would be classified as one parcel even if it was developed into separate parcels. Unusually for this area but it would allow flexibility and state what is permitted and not permitted. The zoning by-law confirms to all policies.

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

Chairperson Jones asked if any written submissions were received on this application. The Clerk responded yes. Comments were included in the Planning Staff Report.

Chairperson Jones stated that before opening the meeting to questions from the public, pleased be advised that if any person from the public wishes to receive further information in 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 November 25, 2025. Any person what has contacted the Planner to be part of the public meeting today will receive this further information automatically.

Chairperson Jones asked if the owner/applicant was in attendance to please identify themselves so that the Township has a record of your attendance at this public meeting, with your name and civic address. M. Beach and J. Kwan, from Broccolini Real Estate Group identified themselves.

Chairperson Jones asked if anyone was here for this public meeting to please identify themselves.

The following public identified themselves: R. and P. Smibert, D. Clinton, D. Vlasman and G. Williams.

Chairperson Jones asked the owner/applicant had any comments on the application. M. Beach commented that the rezoning would provide additional flexibility and uses for the industrial zone sight. He thanked Mayor and Council for listing and considering their application.

Chairperson Jones asked if any member of the public who identified themselves wanted to make any oral comments.

R. Smibert commented that if he was opposed to the rezoning of the block. The proposed uses of piles of debris and compost would not be a benefit to the Township. Anything that would be stored there would be led to smells, property values would

decrease and effects on the environment. He also commented that if rail cars were brought in, it would lead to more problems.

M. Beach commented that there is no intent to store asphalt, soil, rubble, compost, odor producing materials on the site. Everything will have to go through approvals with MECP and Conservation Authority for compliance. The open storage is for construction materials.

Mayor Jones inquired that these uses are already permitted. Planner Paul Clarke responded yes. This further clarifies what would be permitted on the property. This is the beginning process to develop the property. Any future development would require further compliance and approvals.

Chairperson Jones asked if any member of Council had any comments or questions.

Deputy Mayor Pennings inquired about piling things up and the creating offensive odors from tenants. Planner Clarke responded that property standards by-laws would be involved and to do with pollution and odors would involve the enforcement of MECP legislation. Deputy Mayor Pennings also required about waiting for an infraction to happen or is this part of the process. Planner Clarke responded that planning can only regulate the location of buildings and structures. Anything above this is out of the scope of land use planning.

Councillor Emons inquired if there are two separate items to consider. The permitted industries and open storage. Is the open storage for equipment. Planner Clarke responded yes. The open storage is a specific provision in the by-law as well as increasing the existing maximum open storage lot area requirements. We haven't been approached on what exactly is going to be on the property, just the permitted uses for future development of the property.

Councillor Fellows commented that this application is trying to close a loophole to allow different industries without having to go through different processes. The CM1 already allows these industries in the zoning.

Mayor Jones commented that this is for clarity only. What is allowed and not allowed

Councillor Emons questioned what it was important for the clarity in the by-law since the uses are already listed. Planner Clarke responded that the definition of industrial uses in the zoning by-law is quite vague. It doesn't list specific uses not like residential uses. This applies to any industrial use. This will clarify with the owners and the developers what would be allowed. It removes any doubt. The text in this by-law will list what is permitted.

Mayor Jones inquired if you were going to rezone a property industrial today would it include all the inclusions. Planner Clarke responded that new industrial use standard

practice would include multi level of industrial zones in a by-law. Light to heavy industrial zones (CM1-CM3) and what is permitted in each zone. There would be not doubt what is allowed in each zone.

Councillor Fellows commented that this property was zoned CM1 to allow for the manufacturing of cars. In his personal opinion this new rezoning is closing a loophole to allow heavy industrial to come in.

Councillor Emons asked for clarification that this property is still zoned CM1 and are the new provisions uses considered heavy industrial. Planner Clarke responded that the Township only has one zone for industrial and these uses are permitted. The owner and applicant would like the uses actually listed in the by-law along with the provisions we have now in CM1 Zone.

Mayor Jones commented that the Township's Building Department has reviewed this applicant and no objection to it. If a building permit was applied for, it would be granted.

ZBA 2025-13, Eleanor Coinvest Limited Partnership, Eleanor Limited Partnership, Eleanor Coinvest Group Inc., Eleanor Group Inc., and Broccolini Real Estate Group, 11884 Sunset Road

2025-334 Deputy Mayor Pennings – Councillor Emons

RESOLVED THAT Council approve Zoning By-law Amendment Application ZBA 2025-13 to rezone the subject property from Commercial/Industrial 1 (CM1) Zone to Commercial/Industrial 1 – Special Provision 1 (CM1-1) Zone as presented in By-law 2025-66 attached as Appendix 1 to Report PLA 2025-33, and;

THAT subject to no concerns being raised at the public meeting, that By-law 2025-66 to amend Zoning By-law 2011-14, as amended be presented at the regular meeting of Council on November 24, 2025, for adoption. (PLA 2025-33).

CARRIED

Chairperson Jones stated that please be 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 for ZBA 2025-14 and ZBA 2025-13

2025-335 Councillor Adzija – Deputy Mayor Pennings

RESOLVED THAT the public meeting to consider the applications to amend the zoning on the properties owned by Goodhue Farms (Port Stanley) Limited, 36466 Scotch Line and Eleanor Coinvest Limited

Partnership, Eleanor Limited Partnership, Eleanor Coinvest Group Inc., Eleanor Group Inc., and Broccolini Real Estate Group, 11884 Sunset Road closes at **7:38 p.m.**

CARRIED

DRAINAGE:

In attendance: J. Carder, G. Parisio, S. Parmar

Meeting to Consider Report – Edison Drain 2025

2025- 336 Councillor Adzija – Councillor Emons

RESOLVED THAT the Meeting to Consider the Report for the Edison Drain 2025 forms at **7:41 p.m.**

CARRIED

Chairperson Jones stated that this is the meeting to consider the report for the Edison Drain 2025, dated September 19, 2025 prepared by the Engineer Mike DeVos of Spriet Associates. The purpose of this meeting is to allow the landowners and other affected parties to be given the opportunity to voice their concerns relating to any aspect of this report.

Matters dealing specifically with assessments including where any land or road has been assessed too high or too low, any land or road that should have been assessed but has not been, or the land use was not duly considered will be dealt with by the Court of Revision at a date to be determined after the passing of a Provisional By-Law.

Chairperson Jones asked if everyone was notified of this meeting to consider the report of the Engineer in an appropriate way that were required to be notified under the Drainage Act? The Clerk responded yes, on November 12, 2025 the required notice of this meeting was sent by regular mail, or by email to all landowners and affected parties required to be notified under Section 41 of the Drainage Act. Included with the notice was a copy of the Report of the Engineer for the Edison Drain 2025 Dated September 19, 2025.

Engineer Mike DeVos presented the report to Council and the public.

Chairperson Jones asked if any landowners or affected parties had any questions or concerns. If so, please state your name for the record.

J. Parisio inquired about possibly expanding the project further into his property. M. DeVos responded that it may be possible that when the contractor is doing the work on this project, they could possibly be interested in being contracted by you to do some extra work on your property at your expense.

Report – Edison Drain 2025

2025-337 Councillor Emons – Councillor Adzija

RESOLVED THAT the Report on the Edison Drain 2025 prepared by Spriet Associates pursuant to Section 78 of the Drainage Act, dated September 19, 2025 accepted by Council of the Township of Southwold; and,

THAT Council authorizes staff to initiate the tender process, if required, for the improvement of the Edison Drain 2025; and,

THAT the Court of Revision for the Edison Drain 2025 will be held virtually/in-person at 7:30 p.m. on January 12, 2026 and

THAT Council consider provisional By-law No. 2025-67.

CARRIED

Chairperson Jones stated that later during this meeting, Council will be passing Provisional By-law No. 2025-67. The Clerk will be mailing a copy of the Provisional By-Law duly passed tonight to the Landowner and affected parties as required by Section 46 of the Drainage Act along with the notice of The Court of Revision for the Edison Drain 2025 can be attended in person or virtually on Monday January 12, 2026 at 7:30 p.m.

Chairperson Jones also stated that any owner of land assessed for the drainage works may appeal to the Court of Revision on any of the following grounds:

1. Any land or road has been assessed an amount that is too high or too low.
2. Any land or road that should have been assessed has not been assessed.
3. Due consideration has not been given to the use being made of the land.

by a written notice setting out the grounds of the appeal at least 10-days before the first sitting of the Court of Revision to the Chief Administrative Officer/Clerk of the Township of Southwold. And further under section 48 of the Drainage Act Any owner of land or any public utility affected by a drainage works, if dissatisfied with the report of the engineer on the grounds that,

- (a) the benefits to be derived from the drainage works are not commensurate with the estimated cost thereof.

- (b) the drainage works should be modified on grounds to be stated.
- (c) the compensation or allowances provided by the engineer are inadequate or excessive; may appeal to the Tribunal, and in every case a notice of appeal shall be served within 40 days of the mailing of the Provisional By-Law.

Chairperson Jones concluded by stating that a fact sheet is available that explains the appeals that are available to landowners under the Drainage Act as well as the required forms are available for pick up at the Township of Southwold Office or they could be sent to you by regular mail or email. If anyone has any questions regarding appeals or any other aspect of this work, please contact the Drainage Superintendent Brent Clutterbuck

Adjournment of Mtg to Consider Report – Edison Drain 2025

2025-338 Councillor Fellows – Deputy Mayor Pennings

RESOLVED THAT the Meeting to Consider the Report for the Edison Drain 2025 hereby adjourns and the regular meeting of Council reconvenes at **7:56 p.m.**

CARRIED

Appointment of Engineer – Fingal Drains

2025-339 Councillor Emons – Councillor Fellows

RESOLVED THAT Council received the request for a major improvement under Section 78(1) of the Drainage Act for the Fingal Drains and has decided to proceed with the project; and,

THAT Council now appoints the engineering firm Spriet Associates to prepare the necessary reports: and,

THAT notice will be sent to all required to be notified under the Drainage Act of Council's actions.

CARRIED

Notice of Request for Major Drain Improvement *Drainage Act* Section 78 (1.1) – Burwell Drain

2025-340 Deputy Mayor Pennings – Councillor Fellows

RESOLVED THAT Council receive the request for a major improvement under Section 78(1.1) of the *Drainage Act*, as described in the request submitted by MGC Farms Ltd for the Burwell Drain and has decided to proceed with the project; and,

THAT Council instructs the Clerk to send the notice required under Section 5(1)(b) of the *Drainage Act* to the petitioner and OMAFRA and under

Section 78(2) of the *Drainage Act* to the Kettle Creek Conservation Authority; and

THAT Council will appoint an engineer under the appropriate section of the Drainage Act after the 30-day period specified in Section 6(1) and 7 (1) has passed.

CARRIED

BREAK 8:02 p.m. - 8:05 p.m.

REPORTS:

IDS 2025-51 Ontario Clean Water Agency (OCWA) Agreement

2025-341 Councillor Fellows – Councillor Adzija

RESOLVED THAT Report IDS 2025-51 relating to the operations and maintenance agreement of the drinking water and wastewater systems between the Township of Southwold and the Ontario Clean Water Agency, be received for information; and,

THAT the Mayor and CAO/Clerk be authorized to sign and enter into agreement with the Ontario Clean Water Agency for a five-year renewal to operate and maintain the Southwold Drinking Water System and the Talbotville Wastewater Treatment Plant; and,

THAT Council approve and adopt By-law No. 2025-68 to enter into an agreement with the Ontario Clean Water Agency.

CARRIED

IDS 2025-52 MECP Inspection Report

2025-342 Councillor Emons – Deputy Mayor Pennings

RESOLVED THAT Report IDS 2025-52 relating to the 2025 annual Ministry of the Environment, Conservation and Parks (MECP) inspection on Southwold's Drinking Water System, be received for information.

CARRIED

IDS 2025-53 Lynhurst DWQMS Management Review

2025 -343 Councillor Emons – Adzija

RESOLVED THAT Report IDS 2025-53 relating to the 2025 DWQMS Management Review for Lynhurst Park Drive, be received for information.

CARRIED

FIN 2025-29 Financial Report January-September 2025

2025-344 Councillor Fellows – Deputy Mayor Pennings

RESOLVED THAT Report FIN 2025-29 Financial Report – January to September 2025 be received and filed for information.

CARRIED

FIN 2025-30 2026 Insurance Renewal

2025-345 Councillor Fellows – Councillor Adzija

RESOLVED THAT Council approve the 2026 Insurance Programs as set out in the renewal documents provided by Intact Public Entity dated October 30, 2025 (Township) and September 9, 2025 (Cemetery Board).

CARRIED

CORRESPONDENCE:

- Correspondence from B. Thorpe, Water Bill Arrears
- Correspondence from P. Maloney, Penalty Charged on Water Account
- 2026 Fee Waiver Requests
- Resolution from the Township of McGarry RE: GST/HST on New Homes
- Resolution from the Town of East Gwillimbury RE: Opposition to the Protect Ontario by Unleashing Our Economy Act, 2025
- KCCA Board Resolution RE: Conservation Authority Consolidation
- LTVCA Resolution RE: Conservation Authority Consolidation

Fee Waiver Requests

2025-346 Councillor Emons – Councillor Adzija

RESOLVED THAT Council of the Township of Southwold approves the fee waiver requests submitted by the Rosy Rhubarb Festival Committee, Fingal-Shedden & District Optimist Club, Shedden Ag Society, Southwold

Township Library-Shedden, Shedden Soccer, Talbotville Optimist Club, Triple C Saddle Club and VON.

CARRIED

Support for Township of McGarry Resolution Regarding GST/HST on New Homes

2025-347 Councillor Emons – Councillor Fellows

RESOLVED THAT Council of the Township of Southwold hereby supports the attached resolution that was passed by Township of McGarry regarding the removal of GST/HST on the purchase of new homes, and,

THAT a copy of this resolution be sent to the Prime Minister of Canada, Minister of Finance and the Minister of Housing, Infrastructure, and Communities; and to the Premier of Ontario, the Ontario Minister of Finance, the Ontario Minister of Municipal Affairs and Housing, the local MP and MPP, the Association of Municipalities of Ontario and the Township of McGarry.

CARRIED

Support for Town of East Gwillimbury Resolution Regarding Opposition to the Protect Ontario by Unleashing Our Economy Act, 2025

2025-348 Councillor Emons- Councillor Fellows

RESOLVED THAT Council of the Township of Southwold hereby supports the attached resolution that was passed by Town of East Gwillimbury regarding the opposition of the Protect Ontario by Unleashing Our Economy Act, 2025; and,

THAT a copy of this resolution be sent to the Premier of Ontario, Ministry of Environment, Conservation and Parks, Ministry of Municipal Affairs and Housing, the local MPP, the Association of Municipalities of Ontario, the Rural Ontario Municipal Association, local First Nations Chiefs and the Town of East Gwillimbury.

CARRIED

Conservation Authority Consolidation Resolution

2025-349 Councillor Fellows – Deputy Mayor Pennings

WHEREAS the Conservation Authorities Act (1946) enables municipalities to establish local conservation authorities, and when municipalities choose to form such authorities, they assume responsibility for governance and funding through the appointment of a Board of Directors and the provision of an annual levy to cover expenses;

AND WHEREAS the Corporation of the Township of Southwold established the Lower Thames Valley Conservation Authority and Kettle Creek Conservation Authority;

AND WHEREAS local municipalities currently provide over 50% of total conservation authority funding;

AND WHEREAS municipalities have governed their respective conservation authorities for decades, tailoring programs and services to local watershed needs, maintaining accountable service standards, and ensuring fair and predictable costs for ratepayers;

AND WHEREAS conservation authorities collectively own and manage thousands of acres of land, much of which was donated by local residents and entrusted to conservation authorities as a personal legacy for long-term protection, stewardship, and the public good, with the expectation that such lands would be cared for by locally governed conservation authorities;

AND WHEREAS Bill 68 (Schedule 3) proposes the creation of the Ontario Provincial Conservation Agency, a Crown corporation that would assume governance responsibilities and consolidate Ontario's 36 conservation authorities into seven regional authorities, with municipal cost apportionment yet to be defined;

AND WHEREAS the Province already possesses the authority to establish overarching legislation, regulations, and standards through the Conservation Authorities Act and the Ministry of the Environment, Conservation and Parks;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of Southwold calls on the Government of Ontario to maintain local, independent, municipal[y governed, watershed-based conservation

authorities to ensure strong local representation in decisions related to municipal levies, community-focused service delivery, and the protection and management of conservation lands;

AND FURTHER THAT while the Corporation of the Township of Southwold supports provincial goals for consistent permit approval processes, shared services, and digital modernization, imposing a new top-down agency structure without strong local accountability and governance risks creating unnecessary cost, red tape, and bureaucracy, thereby undermining efficiency and responsiveness to local community needs;

AND FURTHER THAT the Corporation of the Township of Southwold supports efforts to balance expertise, capacity, and program delivery across the province, and requests that the Province work collaboratively with municipalities and local conservation authorities to determine the most effective level of strategic consolidation to achieve both provincial and local objectives;

AND FURTHER THAT a copy of this resolution be sent to the Ontario Minister of Environment, Conservation, and Parks, to the local MP and MPPs, the Association of Municipalities of Ontario, the Rural Ontario Municipal Association, and all municipalities and Conservation Authorities in Ontario.

CARRIED

BY-LAWS:

- By-law No. 2025-65, being a by-law to amend By-law No. 2011-14, 36466 Scotch Line
- By-law No. 2025-66, being a by-law to amend By-law No. 2011-14, 11884 Sunset Road
- By-law No. 2025-67, being a by-law to provide for drainage works - Edison Drain 2025
- By-law No. 2025-68, being a by-law to enter into an agreement with Ontario Clean Water Agency (OCWA)
- By-law No. 2025-69, being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on November 24, 2025

Council Fellows requested that By-law No. 2025-66 be separated from the consolidated by-law motion so that it could be voted on separately.

By-laws

2025-350 Councillor Adzija – Councillor Emons

RESOLVED THAT By-law Nos. 2025-65, and 2025-68, be read a first and second time, considered read a third time and finally passed this 24th day of November, 2025.

CARRIED

By-law No. 2025-66

2025-351 Deputy Mayor Pennings – Councillor Adzija

RESOLVED THAT By-law No. 2025-66 be read a first and second time, considered read a third time and finally passed this 24th day of November, 2025.

CARRIED

2025-67 Edison Drain 2025 By-law

2025-352 Councillor Emons – Councillor Adzija

RESOLVED THAT By-law No. 2025-67 be read a first and second time on this 24th day of November, 2025

CARRIED

OTHER BUSINESS

No other business included on the agenda

CLOSED SESSION:

2025-353 Councillor Emons – Councillor Fellows

RESOLVED THAT Council of the Township of Southwold now moves again into a session of the meeting that shall be closed to the public at **8:50 p.m.** in accordance with Section 239 (2) of the Municipal Act, S.O. 2001, c. 25 for discussion of the following matters;

- 239(2) (c) a proposed or pending acquisition or disposition of land by the municipality or local board (Multiple properties)
- 239(2) (b) personal matters about an identifiable individual, including municipal or local board employees (HR Matters)
- 239(2) (f) advice that is subject to solicitor-client privilege,

- including communications necessary for that purpose (By-law Enforcement Matters)

CARRIED

Adjournment of Closed Session

2025-354 Deputy Mayor Pennings – Councillor Adzija

RESOLVED THAT Council of the Township of Southwold adjourns the Closed Session of the Regular Council meeting at **9:25 p.m.**

CARRIED

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

Confirmation By-law

2025-355 Councillor Emons – Deputy Mayor Pennings

RESOLVED THAT By-law No. 2025-69 be read a first and second time, considered read a third time and finally passed this 24th day of November, 2025.

CARRIED

ADJOURNMENT:

2025-356 Councillor Adzija – Councillor Emons

RESOLVED THAT Council for the Township of Southwold adjourns this Regular meeting of Council at **9:26 p.m.**

CARRIED

Mayor
Grant Jones

CAO/Clerk
Jeff Carswell



Southwold Young at Heart Committee Meeting Minutes

Tuesday November 18, 2025
Council Chambers, Fingal, ON
Time meeting started: 1:30 p.m.

Attendance: Sarah Emons, Deb Logghe, Sharon Hinz, Karen Olmstead, Mary-Lou Jones, Karen Auckland, Allan Bogart and June McLarty

Regrets: Ida Martin, Trudy Kanellis

1. Call Meeting to Order and Welcome

Sarah called the meeting to order at 1:31 pm.

2. Approval of the Agenda

Resolution No. 2025-17 Moved by: Karen Olmstead
Seconded by: Karen Auckland

RESOLVED that the agenda of the November 18th, 2025 meeting of the Southwold Young at Heart Committee be approved

DISPOSITION: Carried

3. Approval of Minutes

Resolution No. 2025-18 Moved by: Sharon Hinz
Seconded by: Deb Logghe

RESOLVED that the minutes of the September 23rd, 2025 meeting of the Southwold Young at Heart Committee be approved.

DISPOSITION: Carried

4. Wrap-up Report on the October 23rd, Drive-thru lunch

The October 23rd, Drive-thru lunch went well. The food was delicious with good portions. Went well and the food was good.

Good portions

June will contact Royal Oak regarding the possibility of catering the Christmas and February drive-thru lunches. A possible menu for the Christmas lunch is Turkey, mashed potatoes, stuffing, mixed veggies, roll, coleslaw, cranberries, and carrot cake for dessert.

5. Financial Report

An updated financial report was presented to the committee.

6. Senior Fitness Program

The Committee discussed the possibility of creating a senior fitness program. Some of the logistics to be determine are who will conduct the program, what the fees will be to participate, how often the program is run, how long to run the program and the cost everything.

7. Senior Community Grant

June explained the Senior Community Grant.

Resolution No. 2025-19 Moved by: Deb Logghe
Seconded by: Karen Auckland

RESOLVED THAT the Southwold Young at Heart Committee apply for a grant through the Senior Community Grant fund to assist with paying for a senior fitness program and other activities.

DISPOSITION: Carried

8. Future Events

The Committee discussed the suggestion of having a once-a-month event. This event may include a sing-a-long in the morning, a light lunch and a guest speaker in the afternoon. More discussions at a later meeting will be done.

9. Other Business

No other business was discussed.

10. Adjournment and Next Meeting

Resolution No. 2025-20

Moved by: Sharon Hinz

Seconded by: Mary-Lou Jones

RESOLVED THAT the meeting adjourn at 2:56 p.m. to meet again on Thursday December 11, 2025 at a time to be determined.

DISPOSITION: Carried

DRAFT



MINUTES

CIB COMMITTEE

@ 10:30 a.m.

November 19, 2025

Council Chambers, 35663 Fingal Line /Via Video Link



Attendees: Shelley Smith Shirley Lorch (arrived 10:59 a.m.)
Cathy Koyle Jo-Anne Cummings-Stinson
Christine McArthur (left at 11:33 a.m.) Dave Nichols (virtually)
Shannan Worotny June McLarty, Staff Resource

Regrets: Mayor Grant Jones, Karen Graff

Chairperson Shelley Smith called the meeting to order at 10:36 am.

2025-07 Moved by: Dave Nichols Seconded by: Shannan Worotny

RESOLVED THAT the agenda for the November 19th, 2025 be approved.
Carried

2025-08 Moved by: Shannan Worotny Seconded by: Shelley Smith

RESOLVED THAT the minutes of the June 18th, 2025 meeting be approved.

Carried

Fingal Sign/Step Boxes

The Fingal north and south sign boxes will be dismantled and stored while the construction is being completed. The committee discussed possible locations of Ferndale and the Talbotville Optimist Sports Park. Volunteers will need to be confirmed before the boxes are placed and planted at these locations. The Committee would still like to have two more step boxes built over the winter. June will confirm that John is able to build them. The old flowers can be removed from the sign boxes.

Financial Statement

An updated financial statement was provided to the committee.

Other Business

Shelley will contact Elgin Manor and the Southwold Public School regarding the possibility of having a therapeutic garden at Elgin Manor. Therapeutic Garden is the 2026 Theme for Communities in Bloom. It was also suggested we have a therapeutic garden at the step boxes at the library.

The plants that will be grown for the sign/step boxes will need to be determined soon. The variety of petunias that don't need to be deadheaded are recommended. Salva, zinnias and marigolds work well in the boxes. Seedlings for the plant sale will also need to be determined. More discussion on the what plants have been purchased and planted will be made at the next meeting.

Shannan will contact the volunteers on the list to see if they are still able to maintain the step/sign boxes in 2026. New volunteers may be needed. A post on the CIB Facebook page will be created.

An inventory of the flags will be provided at the next meeting.

The Committee will deliver some treats to the Fire Department as a thank you for putting up the flags around the Township. A date to deliver the treats needs to be determined.

The Committee discussed some future projects such as doing something on Earth Day (April 14) or having community clean up days. These projects may involve getting assistance from the Southwold school or Shedden Scouts.

The Committee would like to learn how to do a tree inventory and what is needed to determine where to plant and what type of trees to plant in a certain area.

Adjournment

2025-09 Moved by Shannan Worotny Seconded by: Dave Nichols

RESOLVED THAT the meeting be adjourned at **11:52 p.m.** to meet again on February 18, 2026 at 10:30am.

Carried

Shelly Smith - Chair

June McLarty – Staff Resource



Ontario Clean Water Agency
Agence Ontarienne Des Eaux

Southwold Water Distribution System Operations Report Third Quarter 2025

Ontario Clean Water Agency, Southwest Region
Vitaliy Talashok, Sr. Operations Manager, Aylmer Cluster
Date: October 15, 2025

Facility Description

Facility Name:	Southwold Water Distribution System
Regional Manager:	Sam Sianas - (519) 319-2233
Senior Operations Manager:	Vitaliy Talashok - (226) 378-8986
Business Development Manager:	Robin Trepanier - (519) 791-2922
Facility Type:	Municipal
Classification:	Class 2
Drinking Water System Category:	Large Municipal Residential
Title Holder:	Municipality

Service Information

The Southwold Distribution System services approximately 1310 service connections throughout the Township of Southwold in rural areas, Shedden and Fingal. The system supplies water to the Dutton Dunwich Distribution System, St. Thomas Distribution System and Middlesex Centre. At the Iona Interconnect, the Dutton-Dunwich Distribution System can also back feed into the Southwold system in case of emergency. The Lynhurst area (in Southwold) is supplied by the St. Thomas Area Secondary Water Supply System and the Central Elgin Distribution System, this area is operated by the City of St. Thomas.

Operational Description

A re-chlorination facility is located on Talbot Line. The Shedden Re-Chlorination Facility boosts the free chlorine residual from the supply from the St. Thomas Area Secondary Water Supply System. Water quality is monitored at this location through online chlorine analyzers as well as sampling locations located throughout the distribution system. Auto flushers are installed in problem/low usage areas in the distribution system in order to maintain adequate residuals. There are three pressure reducing valves located in the distribution system to control high pressure areas. Chambers for draining, isolating and air relief are located throughout the distribution system as well.

CLIENT CONNECTION MONTHLY CLIENT REPORT

Facility Name: Southwold Distribution System
ORG#: 5071

SECTION 1: COMPLIANCE SUMMARY

FIRST QUARTER:

On February 19th a watermain break was reported as an AWQI to the MECP's Spills Action Centre and Southwestern Public Health. A Boil Water Advisory (BWA) was issued due to system wide pressure loss as a result of the watermain break. The BWA was rescinded after the watermain was repaired and satisfactory sample results were received.

SECOND QUARTER:

There were no compliance issues to report during the second quarter.

THIRD QUARTER:

There were no compliance issues to report during the third quarter.

SECTION 2: INSPECTIONS

FIRST QUARTER:

There were no MECP or MOL inspections conducted during the first quarter.

SECOND QUARTER:

There were no MECP or MOL inspections conducted during the second quarter.

THIRD QUARTER:

On September 10th a scheduled inspection was conducted by the MECP of the Southwold DS. All documents have been supplied and all questions have been answered. We are waiting for the final report and rating.

SECTION 3: QEMS UPDATE

FIRST QUARTER:

On February 11th, the Essential/Emergency Service and Supply Contact List was updated to include changes to OCWA staff contacts as well as client contacts. The contact list is currently in its 38th revision and is reviewed annually.

SECOND QUARTER:

On June 12th, an internal audit was completed. One OFI was found that will be considered at the management review in August.

THIRD QUARTER:

On August 26th, the management review was conducted that included the annual risk assessment. The operational plan was updated and documents have been supplied for the external audit scheduled for October 17th. The Essential Emergency Service and Supplier Contact List updated on September 24th and is currently in its 40th revision.

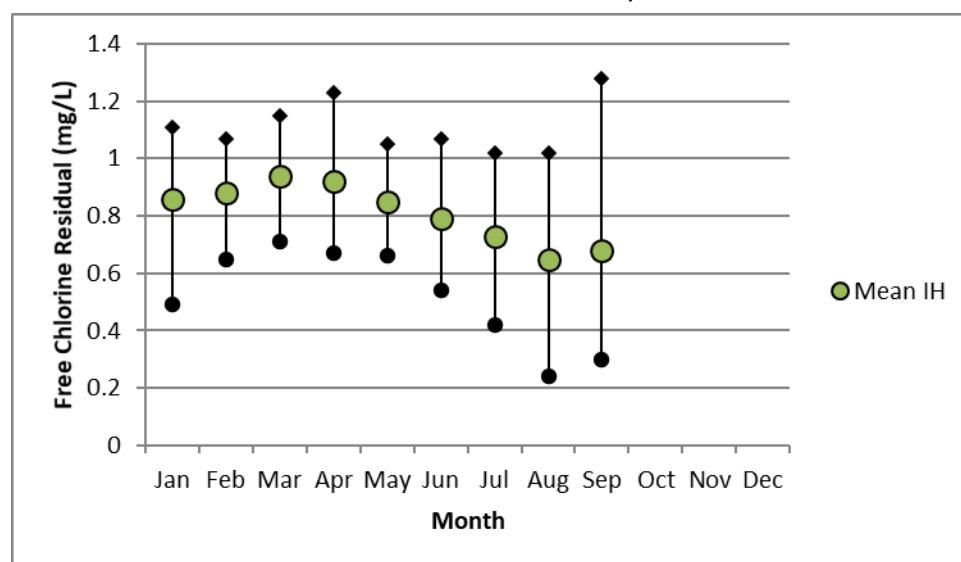
SECTION 4: PERFORMANCE ASSESSMENT REPORT

Auto Flushers are tested twice per week; the current settings are:

#	Location	Frequency	Duration
1	Iona Road	7 days	15min
2	Lake Line	5 days	15min
3	Thomas Road	7 days	15min
4	Bush Road	7 days	7min

All residuals were adequate at the current flushing durations. Chlorine residuals are taken throughout the system to monitor the auto flusher effectiveness as well as to meet regulatory requirements. O. Reg. 170/03 requires that residuals are taken 2 times per week at least 48 hours apart with a minimum of 4 residuals on the first day and 3 residuals on the second. Chart 1 below shows the residuals for 2025 obtained throughout the distribution system.

Chart 1. Free chlorine residuals in the distribution system in 2025.



All sampling and testing in the distribution system met requirements with the current Municipal Drinking Water License and regulations during this quarter. Microbiological samples are taken at five locations throughout the distribution system each week (it is required to take 8 samples per month plus one sample for every 1000 people, therefore a minimum of 11 samples per month). E. coli and total coliform have a regulatory limit of 0 cfu/100mL and there is no regulatory limit for HPC. HPC concentrations are used to indicate a potential problem area; if results from a particular sample location are consistently showing elevated levels then flushing or other action is required to reduce the value. Table 1 shows the distribution system sampling results for 2025.

Table 1: Distribution system sampling results for 2025.

	# Samples	Total Coliform Range (cfu/100mL)	E. coli Range (cfu/100mL)	# Samples	HPC (cfu/100mL)
January	20	0 – 0	0 – 0	8	<10 - <10
February	36*	0 – 0	0 – 0	18	<10 - <10
March	25	0 – 0	0 – 0	10	<10 - 10
April	20	0 – 0	0 – 0	8	<10 - <10

May	21	0 – 0	0 – 0	9	<10 - <10
June	25	0 – 0	0 – 0	10	<10 - 10
July	23	0 – 0	0 – 0	11	<10 - <10
August	20	0 – 0	0 – 0	8	<10 - <10
September	25	0 – 0	0 – 0	10	<10 - 10
October	-	-	-	-	-
November	-	-	-	-	-
December	-	-	-	-	-

*additional samples collected as a result of the watermain break

Trihalomethanes are sampled on a quarterly basis. Table 2 below shows the current running average of the 2025 results. The current running average is below the regulated limit of 100µg/L. When compared to the running average from Q3 of 2024 (41.25µg/L), this is an increase of 1.2%.

Table 2: Trihalomethane sample results.

	Limit (µg/L)	THM Result (µg/L)
January 2025		37
April 2025		29
July 2025		48
October 2024		53
Running Average	100	41.75

Haloacetic Acids (HAAs) are sampled on a quarterly basis. Table 3 below shows the running average of the 2025 results. The current running average is below the regulated limit of 80µg/L. When compared to the running average from Q3 of 2024 (17.5µg/L), this is an increase of 12.8%.

Table 3: Haloacetic acid sample results.

	Limit (µg/L)	HAA Result (µg/L)
January 2025		20.9
April 2025		24.5
July 2025		16.0
October 2024		18.9
Running Average	80	20.08

Schedule 15.1 in O. Reg. 170/03 requires sampling for lead, alkalinity and pH. This is required twice per year. The Southwold Distribution System is currently in reduced sampling which requires distribution sampling only and lead sampling only every third year. Table 5 shows the results for 2025. Lead is required in 2026.

Table 4: Schedule 15.1 sampling results.

	# Samples	pH	Alkalinity (mg/L)	Lead (µg/L)
February 2025	3	7.14 – 7.17	107 - 111	-

SECTION 5: OCCUPATIONAL HEALTH & SAFETY

FIRST QUARTER:

On March 11th, the annual Health & Safety Inspection was completed. No issues were identified. There were no additional Health & Safety issues identified in the first quarter.

SECOND QUARTER:

There were no additional Health & Safety issues identified during the second quarter.

THIRD QUARTER:

There were no additional Health & Safety issues identified during the third quarter.

SECTION 6: GENERAL MAINTENANCE

FIRST QUARTER:

JANUARY

Completed all scheduled readings, checks, maintenance requirements, and work orders.

FEBRUARY

Completed all scheduled readings, checks, maintenance requirements, and work orders.

19: Farmington Mechanical onsite at John Wise and Fingal PRV with Kevin from Southwold, PRV was isolated and bypassed, work was performed and then PRV was put back into service

MARCH

Completed all scheduled readings, checks, maintenance requirements, and work orders.

12: SCG Flowmetrix on-site for annual flow meter calibrations

SECOND QUARTER:

APRIL:

Completed all scheduled readings, checks, maintenance requirements and work orders.

Completed monthly chamber inspections

09: completed quarterly ph and cl probe inspection and calibration.

25: On-site with PVEX at laneway of Southwold public school to hydro vac down to main to investigate possible leak

30: Completed installation of I-hydrants with Southwold township and Clow Canada, at hydrants on Talbot/Mill and Lake/Grand canyon, refer to appurtenance repair forms

MAY:

Monthly chamber inspections were completed and all auto flusher rounds and samples were completed.

1: On-site on Union road at 9210 to witness live tap, refer to live tapping forum for details

3: Oversaw water main repair done by PV-X, valve at Fingal and Lyle was isolated, hydrants 134 and 135 were opened to relieve pressure. Sample was collected from 39757 Fingal line sample station and dropped at the lab.

6: On-site with Farmington Mechanical for new John Wise and Fingal PRV install. Existing 12" PRV has been removed, new 8" PRV is installed, flushed out repair area, refer to appurtenance repair form

27: Arrived onsite on Union between Coon and Boxal for water main work Started opening valve on union and boxall Valve at Union and Coon and Union and Boxall open and service returned to as normal.

JUNE:

Monthly chamber inspections were completed and all auto flusher rounds and samples were completed. Completed monthly work orders.

04: Inspected chlorine board with ORO, replaced very top black connection piece to fix leak. Monitored pressure

06: Water trailer was delivered to Rosey rhubarb in Shedden and maintained over the weekend.

10: Completed the install of three new I-hydrants with K Goodhue and Clow Canada, refer to appurtenance repair forms

23: Performed emergency water shut off at 35904 Talbot line as directed by OIC, turned water back on 2 hours later

25: On-site on Talbot line for todays watermain work, will begin shutting down valves to isolate area. Disabled Dialer at rechlore for planned water main shut down, station will be losing water supply. Valves are isolated, watermain is exposed with air gap, contractor to begin relief cuts to drain remaining water in main. Farmington mechanical removed and installed new drain valve in drain chamber on HWY 4 chamber, refer to appurtenance repair form. New section of main is installed with appurtenances, waiting for backfill and will re pressurize main, refer to appurtenance repair form. Isolated line now back to operating pressure, flushed hydrant for 40 mins residual 0.85.

THIRD QUARTER:

JULY:

Completed monthly and quarterly work orders and samples, completed chamber inspections.

2: On-site at Waugh and union with PV-EX for above ground commissioning of new watermain. First steps of commissioning completed, pressure test pass, super chlorination complete, beginning 24 hour sit.

3: Completed 24 hour super chlorination test, passed, took first sample will return after 16 hour wait period for second sample

4: Took second sample after 16 hour wait period for commissioning, taking to lab

11: Onsite at Lyle and fignal line in preparation for St.Thomas shut down. Sam Farmington completed inspection on back flow preventer. GFS hooked up to hydrant on fignal and Lyle and started pumping water. Received word that St.Thomas work was unsuccessful and everything will now return to normal. GFS stopped pumping and left site.

14: On-site at Union and Waugh to begin isolating valves for todays watermain work, Work has now been completed, beginning to open valves to drain through repair out of hydrant.

AUGUST:

All monthly work orders were completed, monthly chamber inspections were completed, regular facility checks and rounds were completed along with weekly Bacti sampling.

1: in response to low chlorine dosage levels, pump stroke was increased from 64% - 85%

13: Koolen onsite at rechlor to fix outlet that the sump pump is plugged into in the chamber out front.

14: On-site at Optimest drive with JAAR and Golding to witness 6" live tap into 8" main, T and valve installed. Tap is complete, coupon in hand, refer to appurtenance form for details

25: On-site at Optimest drive for new watermain commissioning, backflow preventer has been certified, main is filled and flushed, will start pressure test soon. Main is now pressure tested, swabbed, and super chlorinated, return in 24 hours for second test

26: Noticed a leak on chlorine board. Replace fitting and O ring on the top side of the hand valve on the injection line with OIC Jesse. Leak has stopped.

27: Completed second set of samples for Optimest commissioning, taking to lab

28: Shut down valve at corner Iona and Lake for planned work on Iona, Second valve north of dig site is closed, section isolated, bled off of hydrant and sample station. New 6" valve is installed on main, will

begin to refill main. Line is now re pressurized from 7066 Iona to new valve, section of main from Iona and Lake to be left isolated until further work is completed.

Onsite at Union and Waugh to close and throttle down valves for work in the area as a precaution, fully closed 4 valves in the intersection and throttled down a valve at Horton and Hall intersection. Back onsite to open the 4 intersection valves and open the valve on Horton and hall all the way. The valve on union and Horton is difficult to turn

SEPTEMBER

All weekly rounds were performed. Auto flushers twice a week and samples once a week. Chambers were inspected, all monthly work orders were performed and fall hydrant flushing began.

5: Onsite on PV EX site at 9566 union rd due to a service line being hit. Throttled valves down north and south of break. Found service shut off and shut it down. Waiting for repair to be made. Repair has been made and valves have been opened back up.

5:Completed swabbing and pressure test on new Iona watermain commissioning by culvert

8: On-site at Iona commissioning by culvert, started 24 hour super chlorination.

9: Completed 24 hour super chlorination at Iona commissioning, collected first sample set.

9: Farmington onsite to verify portable fill station connected to hydrant 157 at the corner of second and Magdala.

11: Onsite at 7138 begg road for new meter install and main tap to upsize service. Shut down valve at John Wise and Begg rd. Shut down valve at middle river and Begg rd, opened hydra until there was 0 psi in the main. Cut the 1" service line before the curb stop. Main exposed, took 1" saddle off and replaced with 2 ". Valve at John Wise and Begg opened to pressurize

main for the tap to be done flushed out hydrant at middle river road and Begg road. Tested cl hand held read 0.87ppm. Goulding completed tap. 2 inch service connected to main flushed and tested cl with handheld unit 0.74ppm. 2" service connected to new meter that serge from Penny Plumbing connected.

12: Onsite in Shedden for new water main commissioning on union road. Completed water main swabbing.

12:Observed that the chlorine pump was over shooting and hitting high limits of 4.76ppm and 3.76ppm, lowered pump stroke length from 85 to 78

12: The face of the hydro meter has been replaced, hydro one offsite

15: Onsite in Shedden for new water main commissioning on union road. Started pressure test for new water main on union road. Completed pressure test for new water main on union road. Completed super chlorination on new water main on union road.

15: On-site at Iona road water commissioning, site isolated, will begin the tie in of watermain. Iona tie ins are completed, beginning to open isolated valves and flush new section of watermain through hydrant that is temporary dead end

16: Collected first sample for new watermain on union road.

17: Collected second sample for Union rd new watermain

19: Onsite in Shedden on Union Road for new water main final connection. Completed union road water main commissioning in Sheddan

23: Notified by D-crew of problem hydrant at 10145 sunset road, pulled apart and inspected hydrant, found bottom assembly needs replaced, will find parts and repair , hydrant still offline. Flushed hydrant 195 in response to a complaint, free chlorine is 0.82, no discoloration or bubbles noticed. Flushed hydrant 171 in response to complaint, free chlorine is 0.90, no discoloration or bubbles noticed

25: Shut down and disconnected bulk water set up at hydrant 157, final meter reading taken

26: Shut off curb stop to leaking sample station 100

SECTION 7: ALARM SUMMARY

FIRST QUARTER:

JANUARY

09: Completed emergency water shut off as requested by Mike Taylor at 37389 Southdel drive, confirmed with homeowner

FEBRUARY

16: Received a call from property owner on McDiarmid line saying they have no water, will go to site and investigate. spoke with property owner, property is just a barn with yard hydrant, inspected area found no signs of main break, spoke with neighbors and confirmed they still had water

19: low pressure complaint call which lead to the discovery of a main break.

20: Received emergency locate call, completed emergency locate at 37989 Longhurst line.

MARCH

16: Received call for an emergency locate 36752 Fingal line for hydro pole replacement, completed locate.

21: Received call from spectrum for an emergency water shut off, arrived at 35847 Waugh street in Shedden, spoke with homeowners, found curb stop and shut water off, confirmed with homeowners.

SECOND QUARTER:

APRIL:

12: received call from home owner at 6323 union that he had dug up his curb stop and turned the water off due to a break in his basement. Arrived onsite and found curb stop pulled out with the bottom housing part missing and just the stainless steel curb stop rod sticking out of the ground which the homeowner used to shut his water off. After attempting to get the bottom housing of the curb stop out of the ground and replace curb stop without success i discussed with ORO and it was decided to leave it for the weekend and we will continue work on it during the week.

20: Received call from Ontario One Call for an emergency locate request on Southdel drive, called and spoke with Hydro one who requested locate and confirmed location of work, outside of water boundary

MAY:

No alarm calls

JUNE:

01: Completed emergency locate, nearest address 8115 Burwell road.

27: Received call for air bubbles in home owners water, directed by ORO to go flush hydrant near address, headed out. Flushed hydrant 130 on the corner of Oneida and fingal line, free residual is 1.08. Flushed hydrant 129 at 35895 fingal line, free chlorine residual is 1.00.

THIRD QUARTER:

JULY:

15: Received call from Southwold operator about broken service at park on McBain line, arrived on-site, work was being performed on house across the roads service line, 2" pvc. St Thomas operators on-site to isolate line as service is fed from their water main. Pipe repaired successfully.

AUGUST:

No alarms calls.

SEPTEMBER:

10: Received Alarm call from spectrum for ID no.1 High CL alarm, now normal. Will inform day time operator in the morning. Day time operator turned down pump stroke length to avoid over shooting spikes.

12: Arrived on in response to high chlorine alarm.

Collected multiple grab samples from Inlet and outlet flow and checked free chlorine.

Calibrated Inlet analyzer up from 0.87 to 1.22mg/L and Outlet analyzer down from 1.68 to 1.28mg/L.

Checked Chlorine pumps and pump 2 is in duty and running. Checked inlet and outlet chlorine again, within range.

24: Received call for emergency locate, heading to site. Completed emergency locate at corner of HWY3 and Oneida road

SECTION 8: COMMUNITY COMPLAINTS & CONCERNS

FIRST QUARTER:

FEBRUARY

19: Calls began coming in through multiple channels from multiple residents in the system that had no water. Watermain break discovered on the 14 inch main that supplies most of the system.

27: Received a call for cloudy water with an unusual taste at 8470 Lyle Road. Flushed the hydrant everything looks good, free chlorine residual of 1.33mg/L. Southwold confirmed with homeowner that it had cleared up on their end too.

MARCH

25: Received a call from the landowner at 37538 Lake Line complaining of lots of air coming into their internal plumbing. The hydrant on lake line and scotch was flushed and obtained a free chlorine residual of 1.12mg/L. The hydrant on union road and lake line was flushed and got a free chlorine residual of 0.83mg/L. Both hydrants operated normally with no air visible.

SECOND QUARTER:

JUNE

27: Complaint of air bubbles in water at the corner of Oneida and Fingal line. The operator flushed the hydrant upstream and downstream and collected a residual. Air was suspected from a repair in the area recently.

THIRD QUARTER:

SEPTEMBER

23: 34308 Lake Line Cloudy water complaint. Operator flushed upstream and downstream. No discoloration or bubbles present. Chlorine Residuals were good. Suspected from commissioning work in the area.



Ontario Clean Water Agency
Agence Ontarienne Des Eaux

Talbotville Wastewater Treatment Plant Operations Report Third Quarter 2025

Ontario Clean Water Agency, Southwest Region
Vitaliy Talashok, Sr. Operations Manager, Aylmer Cluster
Date: Oct 15, 2025

Facility Description

Facility Name: Talbotville Wastewater Treatment Plant
Regional Manager: Sam Sianas - (519) 319-2233
Senior Operations Manager: Vitaliy Talashok - (226) 378-8986
Business Development Manager: Robin Trepanier - (519) 791-2922
Facility Type: Municipal
Classification: Class 3

Service Information

Population Served: 125

Capacity Information

Total Design Capacity: 500 m³/day

	Design Values	2021 Flow Data	2022 Flow Data	2023 Flow Data	2024 Flow Data	2025 Flow Data
Average Daily Flow (m³/d)	500	84.6	152.1	209.9	223.1	222.9
% of Average Daily Design Flow	-	16.9	30.4	42.0	44.6	44.6
Peak Flow (m³/d)	1000	319.0	432.4	360.0	441.0	370.4
% of Peak Design Flow	-	31.9	43.2	36.0	44.1	37.0

	Design Flow (m ³ /d)	2025 Average Daily Flow (m ³ /d)	2025 % Capacity	Design Peak Flow (m ³ /d)	2025 Maximum Daily Flow (m ³ /d)	2025 % Peak Flow
January	500	243.8	48.8	1000	370.4	37.0
February	500	199.3	39.9	1000	263.0	26.3
March	500	295.1	59.0	1000	347.0	34.7
April	500	282.4	56.5	1000	361.0	36.1
May	500	233.1	46.6	1000	283.0	28.3
June	500	201.8	40.4	1000	211.7	21.2
July	500	184.5	36.9	1000	213.4	21.3
August	500	186.9	37.4	1000	218.2	21.8
September	500	179.7	35.9	1000	211.3	31.1
October	500	-	-	1000	-	-
November	500	-	-	1000	-	-
December	500	-	-	1000	-	-
Annual Average	-	222.9	44.6	-	-	-

Operational Description:

The wastewater is screened through a mechanically cleaned fine screen and discharged to the aeration tanks which operate in series. From the aeration tanks, the wastewater flows to the MBR tank(s) which operate in parallel. MBR Tank#2 has been upgraded to Zeeweed Membrane technology in 2023. Supplementary treatment is provided for phosphorus removal and pH adjustment. Alum is utilized for phosphorus removal and Sodium Hydroxide is used for pH adjustment. The final effluent from the MBR tanks is discharged to the ultraviolet (UV) disinfection system. The final effluent flows from the UV disinfection system

to Dodds Creek. Waste activate sludge is processed through the sludge press with excess water from the dewatering process being returned to the head of the plant. Dewatered sludge is transported offsite for disposal.

CLIENT CONNECTION MONTHLY CLIENT REPORT

Facility Name: Talbotville Wastewater Treatment Plant

ORG#: 1536

SECTION 1: COMPLIANCE SUMMARY

FIRST QUARTER:

There were no compliance issues to report for the first quarter.

SECOND QUARTER:

The effluent limit for phosphorous was exceeded in the month of May. The effluent phosphorous in May was 0.45mg/L exceeding the limit of 0.30mg/L. This exceedance was reported to the MECP on June 3rd. It was found that the alum line had plugged up over the weekend before the final sample of the month. One high result caused this exceedance.

THIRD QUARTER:

There were no compliance issues to report for the third quarter

SECTION 2: INSPECTIONS

FIRST QUARTER:

There were no MECP or MOL inspections conducted during the first quarter.

SECOND QUARTER:

There were no MECP or MOL inspections conducted during the second quarter.

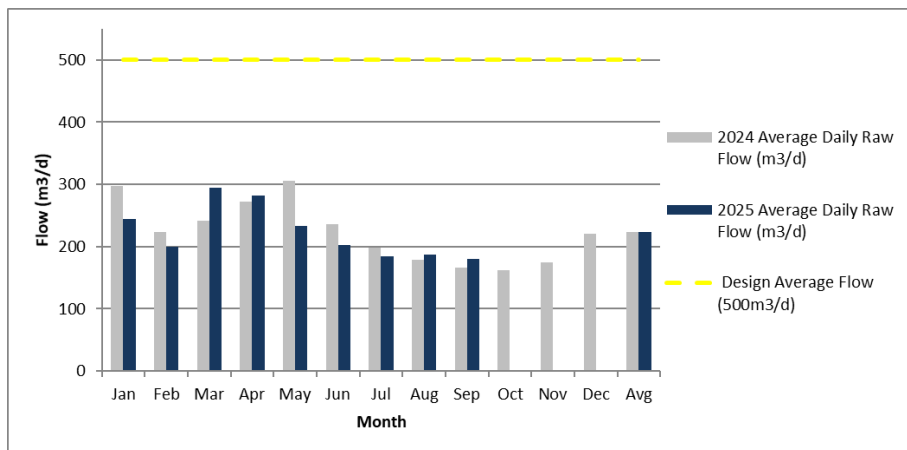
THIRD QUARTER:

There were no MECP or MOL inspections conducted during the third quarter.

SECTION 3: PERFORMANCE ASSESSMENT REPORT

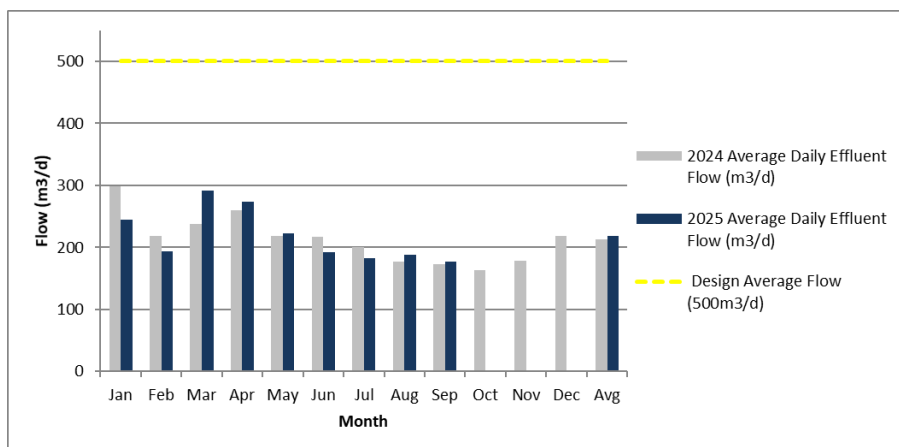
The average daily raw flow so far in 2025 is 222.9 m³/d. This is a 0.1% decrease when compared to the average daily flow in 2024. The chart below shows the average daily flows for 2025, compared to the 2024 average daily flows (Chart 1).

Chart 1. Raw flows for 2025 compared to 2024.



The average daily effluent flow so far in 2025 is 218.6m³/d. This is a 2.5% increase when compared to the average daily flow in 2024. The chart below shows the average daily flows for 2025 compared to average daily flows in 2024 (Chart 2).

Chart 2. Effluent flows for 2025 compared to 2024.



Raw samples are taken on a monthly basis following the ECA requirements. The table (Table 1) below shows the raw sample results compared to the design objectives. Design objective exceedances are highlighted red in the table below (Table 1). Since August, 2024 there has been an increase in the strength of influent entering the plant. This has not had an impact on the effluent quality at this time.

Table 1. Raw water sample results for 2025.

	BOD5	TKN	TP	TSS
	(mg/L)	(mg/L)	(mg/L)	(mg/L)
January Results	280	52.2	5.47	172
February Results	284	57.9	6.65	112
March Results	263	50.6	5.49	97
April Results	197	30.4	3.43	89
May Results	755	90	14	620
June Results	263	64.9	7.72	119
July Results	329	65.3	7.58	90
August Results	296	60.2	6.64	100
September Results	287	65.7	7.20	108
October Results	-	-	-	-
November Results	-	-	-	-
December Results	-	-	-	-
Design Objective	250	40	7	250
# Months Above Design	8/12	8/12	4/12	1/12

The effluent is sampled on a weekly basis following the requirements of the ECA. The table (Table 2) below summarizes the monthly average results compared against the objectives and limits identified in the ECA.

Table 2. Effluent average sample results.

	cBOD5	TSS	TP	TAN (mg/L)	E. coli	pH
	(mg/L)	(mg/L)	(mg/L)		(cfu/100mL)*	
January	2.00	2.00	0.16	0.13	1.00	7.20 - 7.78
February	2.00	2.00	0.15	0.10	1.00	7.36 - 7.92
March	2.00	4.40	0.23	0.10	2.00	7.53 - 8.33
April	2.00	2.00	0.25	0.13	2.95	7.04 - 8.40

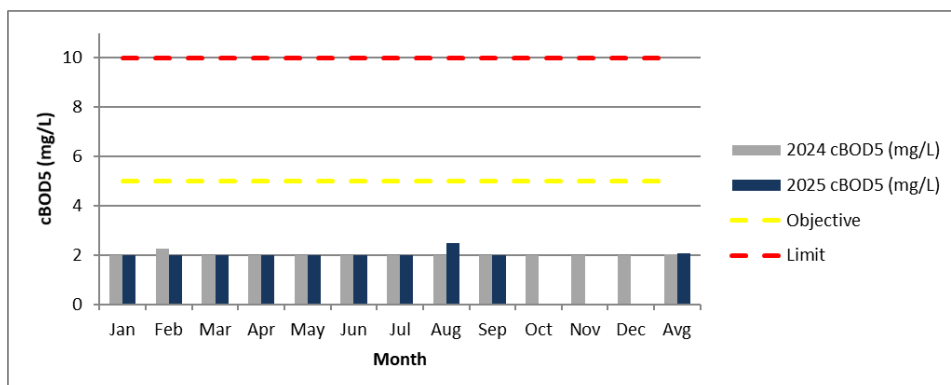
May	2.00	4.50	0.45	0.10	3.44	7.17 - 8.07
June	2.00	2.75	0.16	0.10	1.00	6.58 - 8.07
July	2.00	2.80	0.21	0.10	1.41	6.40 - 7.94
August	2.50	2.00	0.13	0.10	1.00	6.59 - 7.60
September	2.00	4.20	0.13	0.10	1.00	6.39 - 7.42
October	-	-	-	-	-	-
November	-	-	-	-	-	-
December	-	-	-	-	-	-
Annual Average	2.06	2.96	0.21	0.11	1.45	6.39 - 8.40
ECA Objective	5	5	0.2	1.0** 3.0	100	6.5-8.5
ECA Limit	10	10	0.3	1.5** 4.0	150	6.0-9.5

*expressed as geometric mean

**based on May 1 to November 30 and December 1 to April 30

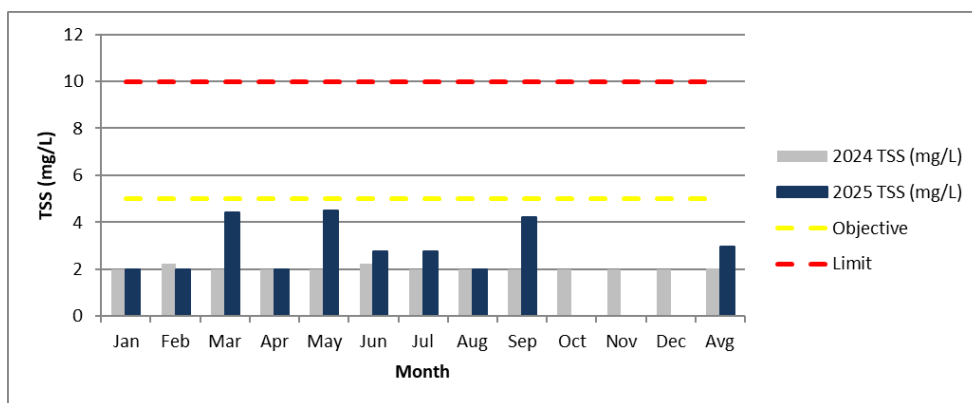
Effluent average cBOD5 so far in 2025 is 2.06mg/L. This is an increase of 1.7% when compared to the 2024 annual average. All results have met the effluent objectives and limits identified in the ECA. Refer to Chart 3 for the average monthly effluent cBOD5 results.

Chart 3. Average Monthly Effluent cBOD5 results for 2025 compared to 2024.



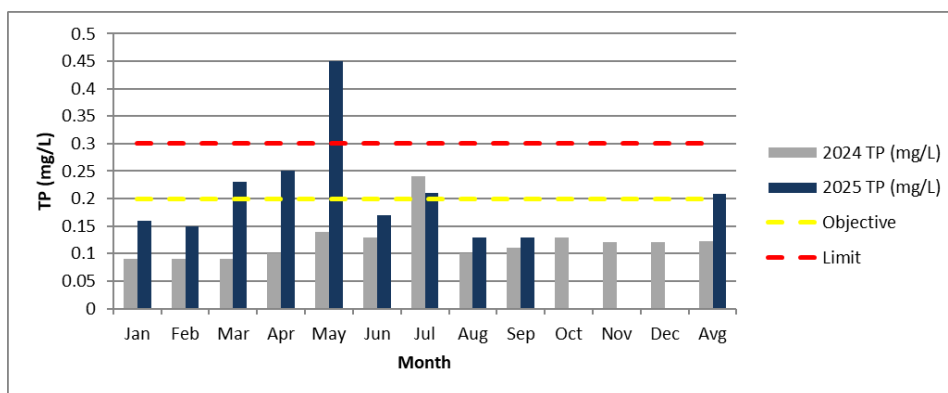
Effluent average TSS so far in 2025 is 2.96mg/L. This is an increase of 44.8% when compared to the 2024 annual average. All results have met the effluent objective and limit identified in the ECA. Refer to Chart 4 for the average monthly effluent TSS results.

Chart 4. Average monthly effluent total suspended solids for 2025 compared to 2024.



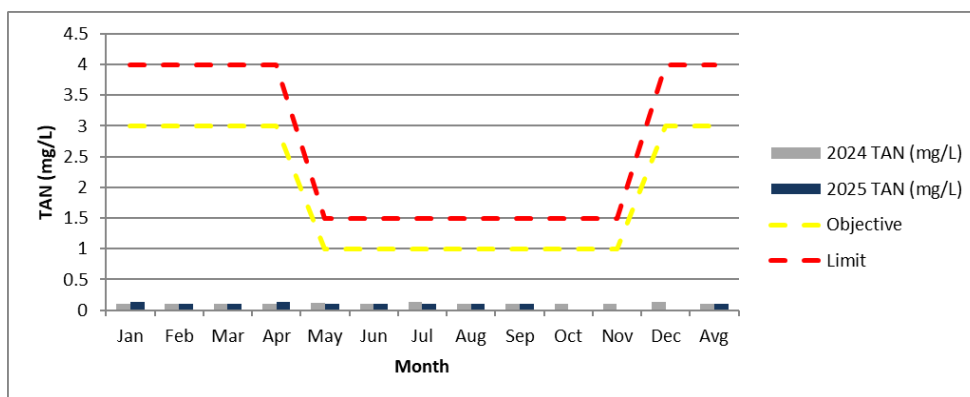
Effluent average TP so far in 2025 is 0.21mg/L. This is a 71.7% increase when compared to the 2024 annual average. The limit exceedance in May was due to the alum line plugging up. The objective exceedances in March and April which were caused by high flows due to rain and snow melt. Higher flows due to infiltration to the collection system have put pressure on the membranes and caused this increase. The objective exceedance in July was caused from one higher result. Refer to Chart 5 for the average monthly effluent total phosphorous results.

Chart 5. Average monthly effluent total phosphorus results for 2025 compared to 2024.



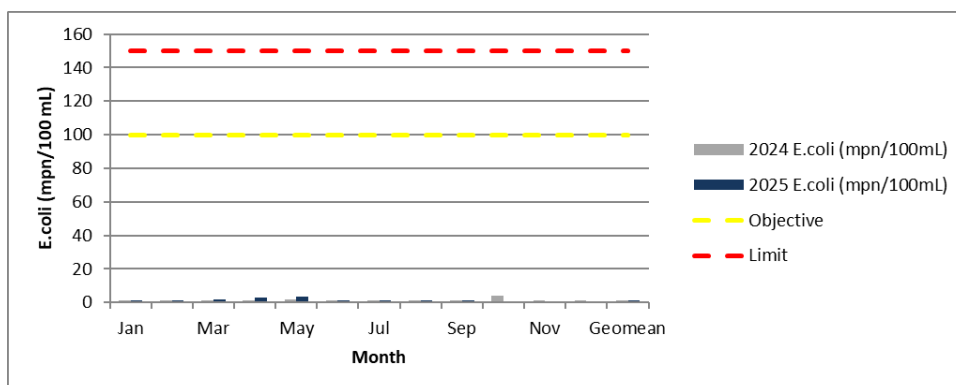
Effluent average TAN so far in 2025 is 0.11mg/L. This is a 1.5% decrease when compared to the 2024 annual average. All results have met the effluent objective and limit identified in the ECA. Refer to Chart 6 for the average monthly TAN results.

Chart 6. Average monthly effluent total ammonia nitrogen results for 2025 compared to 2024.



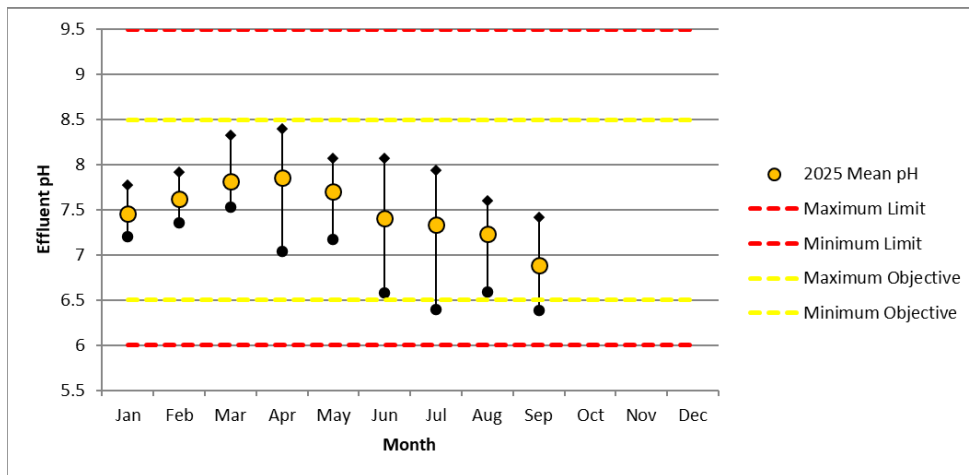
The average effluent geometric mean for E. coli so far in 2025 is 1.45mpn/100mL. This is a 34.1% increase when compared to the 2024 annual average. All results have met the effluent objective and limit identified in the ECA. Refer to Chart 7 for the monthly geometric mean results for E.coli.

Chart 7. Geometric mean effluent E. coli results for 2025 compared to 2024.



The effluent pH is monitored twice weekly, at a minimum, at the Talbotville WWTP in accordance with the ECA. The pH is required to be maintained between 6.0-9.5 at all times. Refer to Chart 8 for the monthly minimum, maximum, average pH readings in 2025.

Chart 8. Effluent pH readings for 2024.



SECTION 4: OCCUPATIONAL HEALTH & SAFETY

FIRST QUARTER:

On March 11th, the annual occupational health and safety inspection was completed. There were no issues identified. There were no additional Health & Safety issues identified during the first quarter.

SECOND QUARTER:

There were no additional Health & Safety issues identified during the second quarter.

THIRD QUARTER:

There were no additional Health & Safety issues identified during the third quarter.

SECTION 5: GENERAL MAINTENANCE

FIRST QUARTER:

Routine checks, readings and sampling were all conducted as required during the first quarter of 2025.

JANUARY

02: Received chemical delivery from Jutzi

09: Hawkins electric on-site to look at heater in screener room

23: Received chemical delivery from Jutzi

FEBRUARY

Monthly work orders were completed

12: ABC sanitation on-site for haul out of aeration tank

20: Received chemical order from Jutz

MARCH

12: SCG Flowmetrix on-site for annual flow meter calibrations

13: Accepted chemical delivery from Jutzi

18: ABC sanitation onsite to take multiple sludge hauls

19: ABC on-site for haul from EQ, Elvis from Hawkins electric on-site to install new actuator for AV 701

SECOND QUARTER:

APRIL:

02: Continued MBR1 cleaning, ABC onsite for two hauls from aeration and one from MBR2

03: Received chemical delivery from Jutzi, ABC onsite for more hauls due to EQ level being at 100%

04: ABC onsite for hauls from EQ due to level being at 100%

06: ABC onsite for more hauls due to EQ being at 100%

08: Completed MBR2 hypo backwashing

09: Completed MBR1 chemical soak

17: K & K locksmith onsite to look at middle door

23: Hetek on-site for semi annual H2S sensor inspection/ calibration, pulled apart and cleaned screener.

24: Pulled rack from MBR1, found split on green suction hose, cut out and replaced, placed back into service. Received chemical delivery from Jutzi

29: Completed carbon filter inspection, cleaned off suction filter.

MAY:

All samples were completed as per schedule, chemical orders were received and lines were cleaned, screen in screening room was pressure washed.

7: WESSUC onsite for EQ clean out. Starting with tank 301, it was isolated and pumped down in preparation. WESSUC cleaned EQ tank 301. EQ tank 302 has not been cleaned, so it's been taken offline. Influent has been directed solely to EQ 301. The inlet screener was pressure washed.

26: cleaned alum line to ensure proper dosing after high phosphorus results.

JUNE:

All weekly rounds and readings were performed, weekly samples were taken and chemical orders were received. Monthly work orders were completed

04: lower Alum uptake than normal was observed, alum line was cleaned and any blockages were flushed.

05: Cleaned and cycled warm water through alum pumps with OIC , trouble shoot why alum was not being dosed, switched to using the pump on the left hand side, alum is now dosing again, a Chlorine maintenance clean was also performed on MBR2

10: HawkinsElectric Contractors arrived on site for electrical work in and behind the blower room for ongoing chemical storage upgrade. Contractors left site with intent of returning tomorrow morning to complete their pump and switch installations.

11: HawkinsElectric contractors arrived back on site to continue work, HawkinsElectric Contractors completed work: installed chemical pumps for chemical storage upgrade project and two switches for their operation in the blower room by the chemical totes.

12: Received chemical delivery from Jutzi

19: performed citric maintenance clean on MBR2

THIRD QUARTER:

JULY:

All monthly work orders are completed, sludge press ran as much as possible.

3: Chemical delivery arrived at Talbotville. noticed alum rate into aeration was down. Ran hot water through the alum pump line and a leak became visible above the pump in a valve juncture; tightened until leak stopped and observed better flow through alum line

4: Increased alum as per ORO instruction

7: Noticed turbidity in post UV sampling point, contacted duty OIC and then closed problem valve (closest to door on MBR1) from MBR1 A, and reduced normal flow setpoint on MBR1 to 20 (from 30). Turbidity noticeably reduced at sampling point

10: performed citric maintenance clean on MBR2

17: performed hypo maintenance clean on MBR2

18: HawkinsElectric technician arrived on site to assess and /or repair blower 601 for faulting issues. They determined the issue to be mainly mechanical after providing a fix for the electric aspect

22: Ran hot water through alum pump and performed a drip test; same as yesterday (31ml/min) after water had washed through completely.

24: First bulk chemical delivery was received. Completed bulk transfer of alum. Work on NaOH tank deemed incorrect/improper (feeds from bottom instead of top), and after ensuring adequate supply in remaining jug stock, it was decided to leave that tank unfilled for now. Another delivery was scheduled next week for NaOH so Farmington has time to amend the issue without having to deal with caustic in the tank they're fixing.

31: performed citric maintenance clean on MBR2

AUGUST:

All monthly work orders were completed.

07: Received chemical delivery from Jutzi, 1 tote of aluminum 1 tote of sodium hydroxide.

21: Received Chemical delivery from JUTZI, 18 pails of Liquid Chlorine 12%.

27: Gencare on-site for annual generator maintenance inspection, found issue with transfer witch screen being unresponsive, company will send quote to replace.

SEPTEMBER:

All monthly and non monthly work orders were completed as well as weekly samples, membrane 2 maintenance cleans were performed. And semi annual Membrane 1 clean was performed.

02: started membrane 1 clean

05: completed cleaning and chemical soaks on membrane 1.

16: Responded to B-501 low pressure alarm, blower 502 in is duty and green on SCADA but the unit is not actually on, B502 VFD has a warning "current limit (W59)" cycled power to unit, cleared warning. Blower 501 ran when i put it in duty, put blower 502 back in duty and its running properly again, checked oil levels, will monitor throughout the day

18: NEVTRO onsite to look at blower 601, NEVTRO suggested that bearings in the motor be replaced, and the whole blower be replaced.

23: Hawkins electric on-site, wired in new aeration DO probe, screen now and readings, DO-4.2, Temp-29. HETEK onsite to inspect H2S sensor. Hetek suggests replacing sensor due to it not reading right.

SECTION 6: ALARMS

FIRST QUARTER:

JANUARY

06: Received alarm text for low flow 702, reset alarms, MBR2 now running again, EQ at 38%, increased MBR2 flow from 200-225LPS

12: Received alarm text for low flow 702, MBR is running and alarm is cleared, actuator valve doesn't appeared to have faulted

FEBRUARY

No alarms

MARCH

09: Received alarm text for UV light 752 fault, found UV 752 faulted with multiple red lights, attempted to reset it and cycle power but was not successful. Replaced bulb

15: Arrived onsite for AV 701 fail to open or close, manually exercised AV 701, now its operating normaly

23: Received alarm texts for 702 high vac, Arrived on-site, EQ tank at 50% running MBR's in high flow mode, turned MBR2 high flow setpoint from 250-220

SECOND QUARTER:

APRIL:

06: Received alarm texts for 701 high vac headed to site, Lowered high flow speeds by 5 LPM as previously instructed by OIC JC. EQ level up to 74%

08: Received alarm text for high level 302 and 702 high vac, heading to site. Arrived on-site, MBR2 has been going into high vac, turned flow down to 175, will monitor tank level to see if it starts to drop.

10: Received alarm text for high vac MBR 1 heading to site. Arrived onsite, reduced MBR 1 flow from 150 to 145 after discussing with ORO. Watched MBR run and appears to be running normally.

MAY:

14: Received text alarm for high level tank 601, arrived onsite and found no issues but the float had slid down. Re adjusted float and left site.

JUNE:

15: Saw alarm text for blower 601 fault, heading to site. Arrived on-site, saw alarm was still present for blower 601 alarm, duty had switched to blower 602, plant still operating fine, inspected belts and oil on blower 601 didn't see any issues, close to due date for oil change will change now. After changing oil brought plant and blower 601 back online, alarm is cleared, looks and sounds to be operating correctly will continue to monitor.

19: Received text alarm for P-903 fault, arrived onsite pump appeared normal and reset on HMI.

THIRD QUARTER:

JULY:

No alarm calls

AUGUST:

30: Received text for 903 faults. Arrived on site, reset sludge press and let it continue running.

SEPTMEBER:

No alarm calls

SECTION 7: COMMUNITY COMPLAINTS & CONCERNS

FIRST QUARTER:

There were no complaints or concerns reported during the first quarter.

SECOND QUARTER:

There were no complaints or concerns reported during the second quarter.

THIRD QUARTER:

There were no complaints or concerns reported during the third quarter.



Kettle Creek
Conservation Authority

Proposed Conservation Authorities Transformation

Provincial Announcement

The Provincial Government is Proposing to:

1. Amend the *Conservation Authorities Act* to create a provincial board-governed agency, the Ontario Provincial Conservation Agency, to provide province-wide coordination, shared digital and technical resources, and consistent practices that strengthen – not replace – the work of regional conservation authorities.
2. Consolidating the existing 36 CAs into regional watershed-based CAs. The proposed boundaries would result in 7 regional CAs.

Provincial Concerns

- Patchwork of standards, service delivery
- Outdated and fragmented systems
- Administrative duplication
- Need for more accountability and transparency

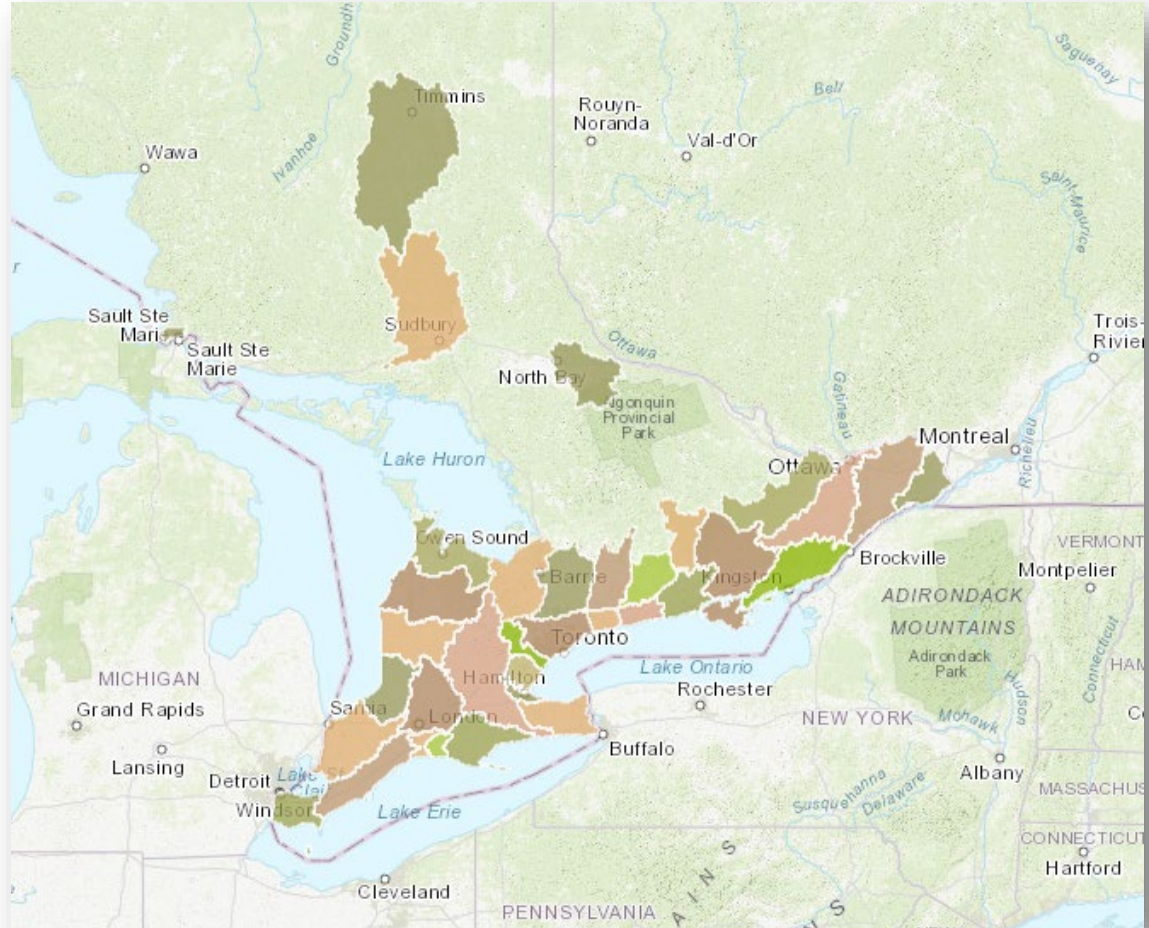


Provincial Announcement

June 2025	October 31	November 6	November 7	Spring 2026
<p>Chief Conservation Executive</p> <p>Newly created role to lead efforts to create consistency, reduce costs and speed up critical infrastructure and housing development.</p>	<p>Provincial Announcement</p> <p>Intention to create a new provincial board-governed agency to provide centralized leadership and consolidate 36 CAs into regional CAs.</p>	<p>Bill 68 “Plan to Protect Ontario Act”</p> <p>Included in the Budget Measures are changes to the CA Act providing for the creation of the Ontario Provincial Conservation Agency (OPCA)</p>	<p>ERO: Proposed Regional Consolidation</p> <p>Proposal to consolidate 36 CAs in 7 regional CAs is circulated inviting comments by December 22, 2025.</p>	<p>Additional Legislative and Regulatory Changes Expected</p> <p>Current board members will sit until October 2026 municipal elections.</p> <p>New governance model to take effect 2027</p>

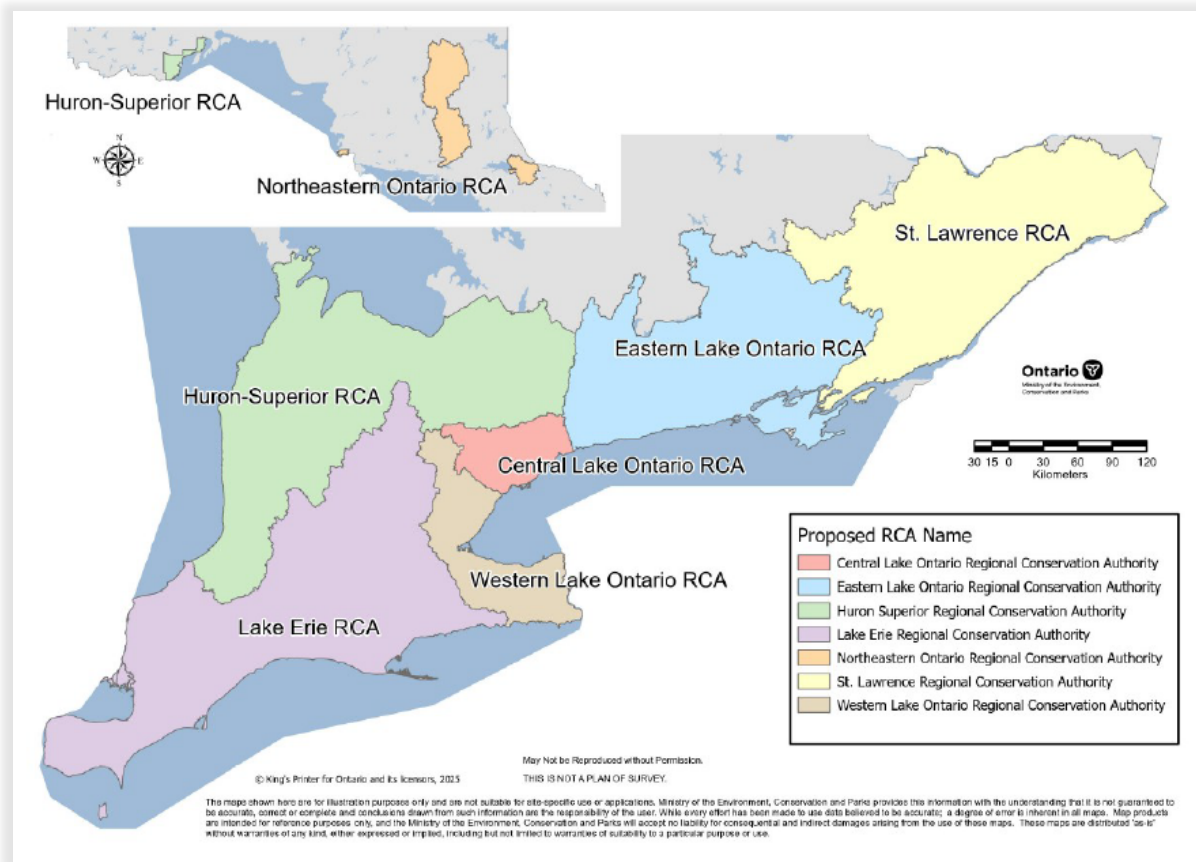
Current Conservation Authority Map

- 36 CAs are organized on watershed boundaries
- CA Act 1946 was enacted to allow municipalities within a shared watershed the ability to manage natural resources collaboratively
- Uniqueness of CAs is local buy-in, integrated watershed management, grassroots connections and local understanding

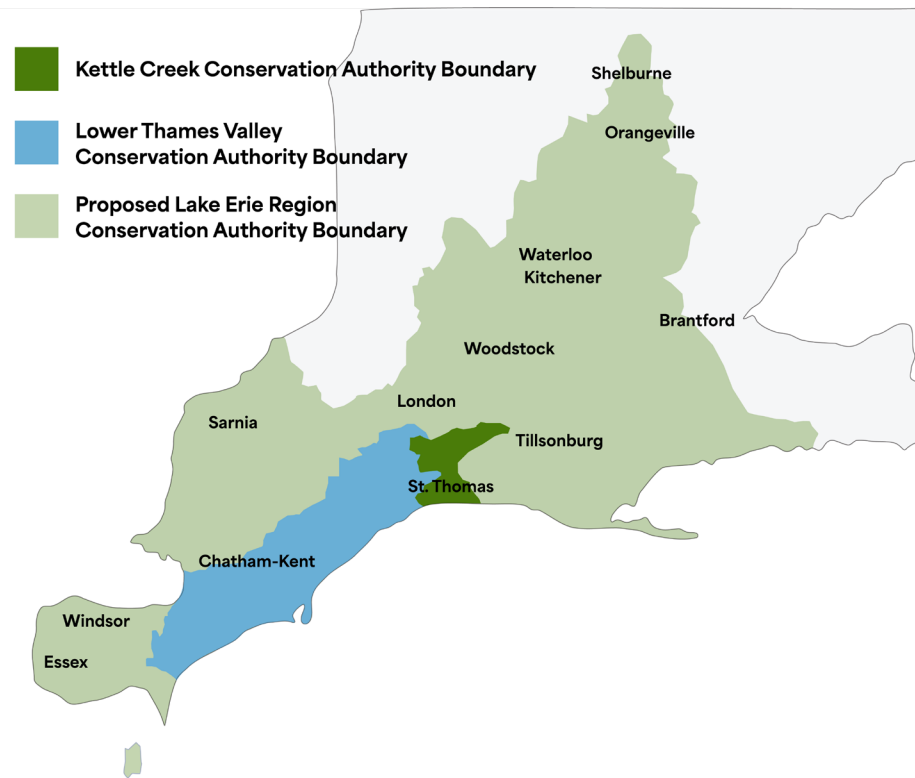


Proposed 7 Regional Conservation Authorities (RCA)

- Regional watershed based
- Province proposes that they will reduce overlap and administrative duties, balance expertise across CAs and provide service continuity



Map of Proposed Lake Erie Regional Conservation Authority



Lake Erie Regional Conservation Authority

Current conservation authorities that would make up the proposed Lake Erie Regional Conservation Authority include:

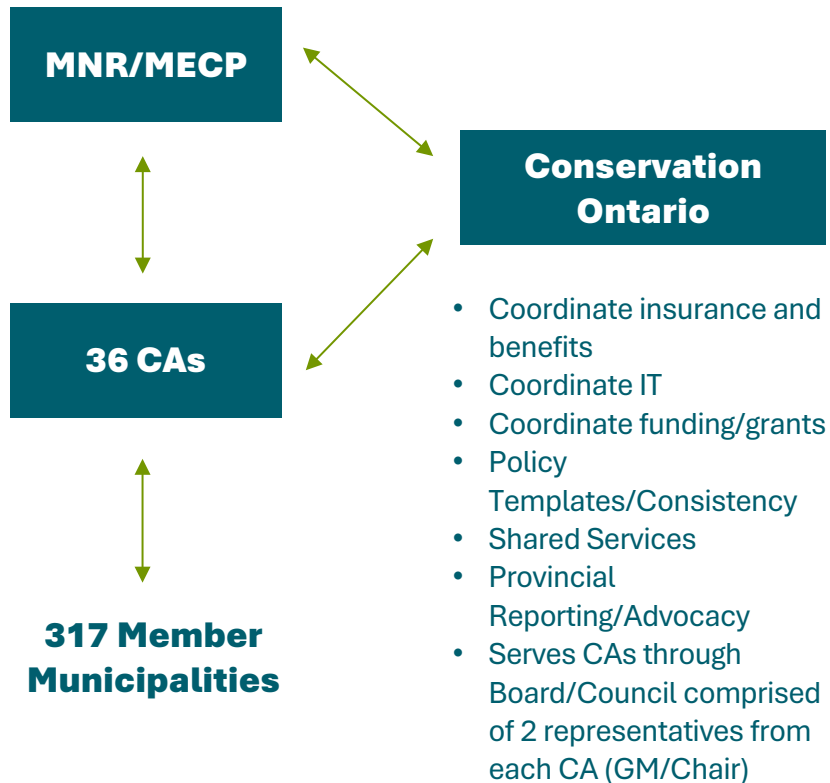
- Essex Region CA
- Lower Thames Valley CA
- St. Clair Region CA
- Upper Thames River CA
- Kettle Creek CA
- Catfish Creek CA
- Long Point Region CA
- Grand River CA

Municipalities that would fall within the proposed Lake Erie Regional Conservation Authority include:

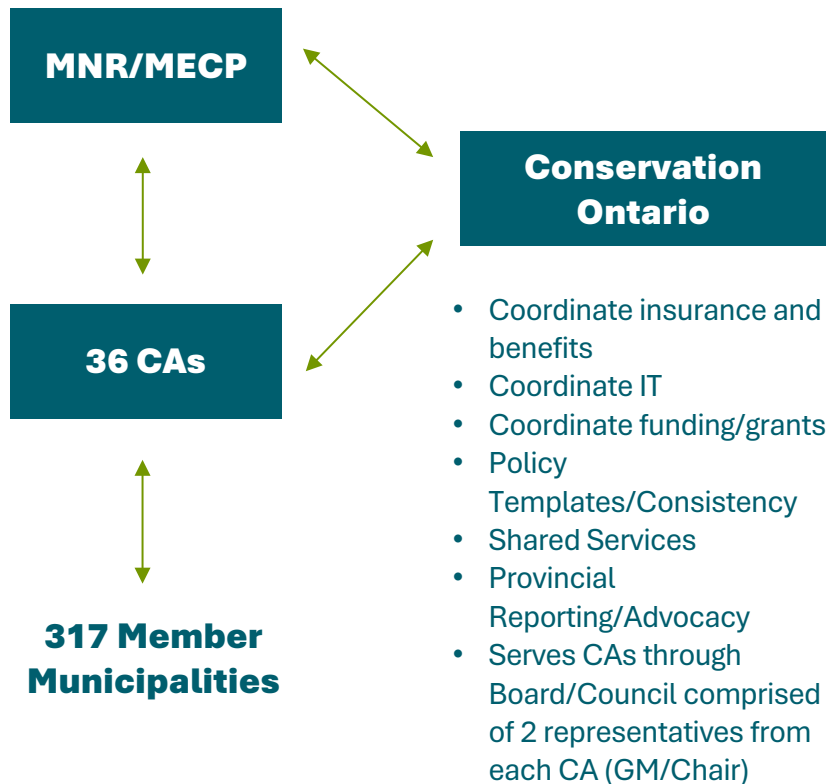
- City of Brantford
- City of Cambridge
- City of Guelph
- City of Hamilton
- City of Kitchener
- City of London
- City of Sarnia
- City of St. Thomas
- City of Stratford
- City of Waterloo
- City of Windsor
- City of Woodstock
- County of Brant
- Haldimand County
- Municipality of Bayham
- Municipality of Brooke-Alvinston
- Municipality of Central Elgin
- Municipality of Chatham-Kent
- Township of East Zorra-Tavistock
- Township of Enniskillen
- Township of Guelph/Eramosa
- Township of Lucan Biddulph
- Township of Malahide
- Township of Mapleton
- Township of Melancthon
- Township of North Dumfries
- Township of Norwich
- Municipality of Dutton/Dunwich
- Municipality of Huron East
- Municipality of Lambton Shores
- Municipality of Leamington
- Municipality of Middlesex Centre
- Municipality of North Perth
- Municipality of South Huron
- Municipality of Southwest Middlesex
- Municipality of Thames Centre
- Municipality of West Elgin
- Municipality of West Perth
- Norfolk County
- Town of Amherstburg
- Town of Aylmer
- Town of Erin
- Town of Essex
- Town of Grand Valley
- Town of Halton Hills
- Township of Pelee
- Township of Perth East
- Township of Perth South
- Township of Puslinch
- Township of Southgate
- Township of South-West Oxford
- Township of Southwold
- Township of St. Clair
- Township of Strathroy-Caradoc
- Town of Ingersoll
- Town of Kingsville
- Town of Lakeshore
- Town of Lasalle
- Town of Milton
- Town of Minto
- Town of Mono
- Town of Petrolia
- Town of Plympton-Wyoming
- Town of St. Marys
- Town of Tecumseh
- Town of Tillsonburg
- Township of Adelaide-Metcalfe
- Township of Amaranth
- Township of Blandford-Blenheim
- Township of Centre Wellington
- Township of Dawn-Euphemia
- Township of East Garafraxa
- Township of Warwick
- Township of Wellesley
- Township of Wellington North
- Township of Wilmot
- Township of Woolwich
- Township of Zorra
- Village of Newbury
- Village of Oil Springs
- Village of Point Edward

**7 Municipalities vs
81 Municipalities**

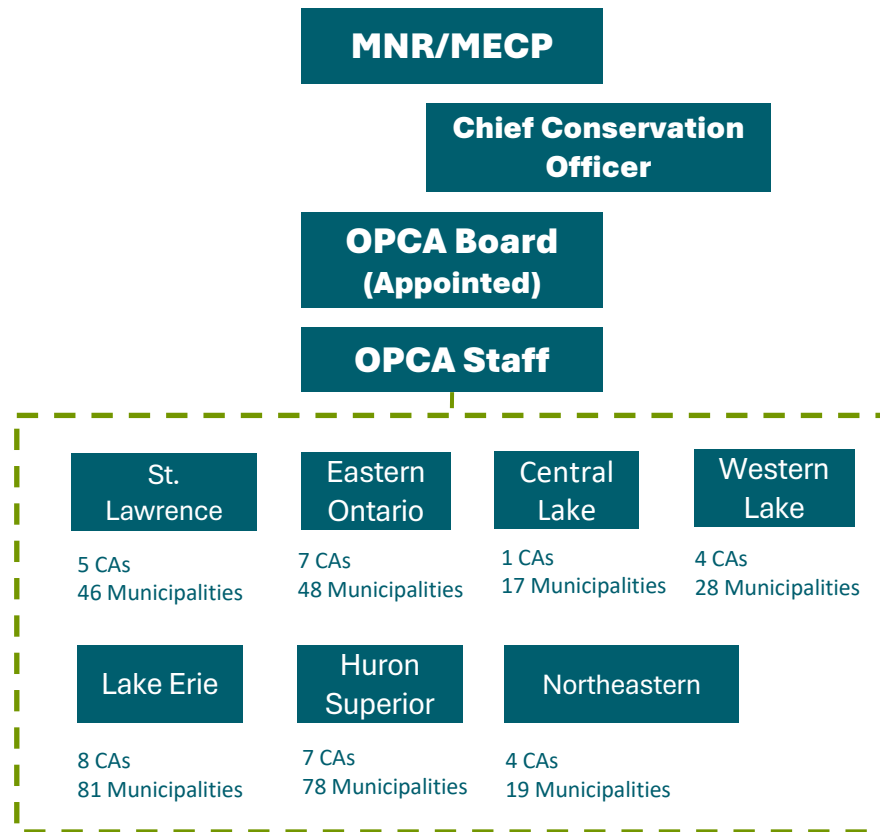
Existing Framework



Existing Framework



Proposed Framework



CA/Municipal Information Session

- This is a “vision” with much left “TBD” through consultation.
- Templates exist for this type of consolidation (i.e. Health Units, municipalities)
- Expert guidance and access to consultants will be provided through OPCA
- All local assets would become assets of new Regional CA
- Regional CA Boards will be in control of transition, timeline and structure of new Regional CAs
- Direction to CAs will commence as soon as Agency is established to ensure smooth transition
- Agency will establish standards, KPIs that will be tied to provincial funding

Analysis: Mandatory Programs

- 100% of KCCA's and 96.8% of LTVCA's permits are issued within the province's legislated timeframe (96% of permits issued within timelines by all 36 CAs)
- Heavily subsidized by municipalities and in some instances self-generated funds
- Consolidation of CAs could slow down progress as resources are directed to consolidation rather than front-line work
- CAs supports the desire to streamline approvals through consistent policies and e-permitting services – current framework is not preventing this from happening



Note:

- Need provincial technical guides
- Need consistent flood standard
- Need rural high-speed resources
- Need adequate funding to implement

Analysis:

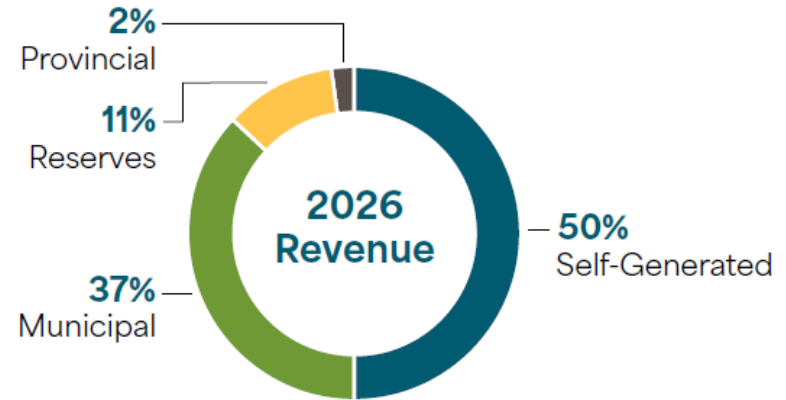
Governance/Municipal Representation

- 81 member municipalities vying for a voice and representation at 1 regional CA Board does not provide enough autonomy to ensure decisions fulfill and protect local interests
- Representation needs to match the significant municipal contributions to the CA program and ensure that rural municipalities have fair representation compared to their urban counterparts
- Risk losing municipal voice in the proposed regional framework



Analysis: Financial

- KCCA's member municipalities currently fund 37% of KCCA programs and services
- Regional cost-sharing model could unintentionally create inequalities between urban and rural municipality's ability to pay
- OPCA will have the ability to apportion costs to RCAs. How will apportionment be determined?
- No Cost-Benefit Analysis – significant costs for transition (IT, Branding), policy and staffing harmonization
- Financial reserves and funds generated locally should be directed back to the community/property in which they originated



KCCA's 2026 Proposed Revenue

Analysis: Local Context/Watershed Scale

- Meaningful relationships with municipalities and community partners
- CAs were built on local relationships and face-to-face communications – locally based staff that live and work in the same watershed. “Boots on the ground” are necessary.
- Donations of land, stewardship and employment opportunities are dependent on local connection



Next Steps

KCCA Board Resolution (November 19, 2025)

KCCA Board of Directors does not support the proposed “Lake Erie Regional Conservation Authority” boundary configuration outlined in the Environment Registry Notice 02-1257; and the Board instead requests that the Ministry engage directly with affected municipalities and conservation authorities to evaluate a reduced geographic scope for consolidation that better reflects established relationships and enhances cost-efficient delivery of integrated watershed management, grassroots connections and local understanding.

LTVCA Board Resolution (November 20, 2025)

The Board of Directors does not support the proposed “Lake Erie Regional Conservation Authority” boundary configuration outlined in Environmental Registry Notice 025-1257; and
The Board instead endorses further provincial evaluation of a more focused specific model as a geographically coherent, cost-effective and locally accountable alternative that advances the government’s priorities of efficiency, red-tape reduction and timely housing delivery; and
The Board requests that the Ministry engage directly with affected municipalities and conservation authorities across Southwestern Ontario most specifically, the Lower Thames Valley municipalities before finalizing any consolidation boundaries or legislative amendments.

Next Steps

Township of Southwold Council Motion (November 24, 2025)

The Corporation of the Township of Southwold supports efforts to balance expertise, capacity, and program delivery across the province, **and requests that the Province work collaboratively with municipalities and local conservation authorities to determine the most effective level of strategic consolidation to achieve both provincial and local objectives.**

Summary of Key Messages

Modernization without large-scale consolidation is achievable. Standardized policies, technical guides and e-permitting services can cost effectively be implemented with provincial guidance in the existing CA framework.

What CAN NOT be lost?

- Governance models that allow for local decisions through local municipal representation
- Local offices and existing staffing levels
- Continuation of all local programs and services



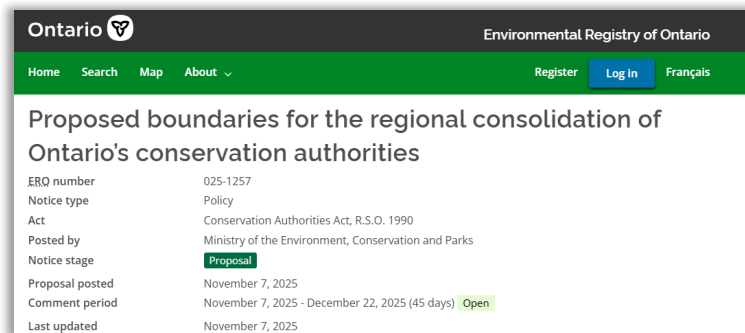
**Local watershed management decisions
in the hands of local decision-makers.**

Consultation

Your Voice Matters

ERO Posting #025-1257 on
Boundaries for Regional Consolidation
closes **December 22, 2025**

ero.ontario.ca/notice/025-1257



Discussion Questions

- What do you see as key factors to support a successful transition and outcome of regional conservation authority consolidation?
- What opportunities or benefits may come from a regional conservation authority framework?
- Do you have suggestions for how governance could be structured at the regional conservation authority level, including suggestions around board size, make-up and the municipal representative appointment process?
- Do you have suggestions on how to maintain a transparent and consultative budgeting process across member municipalities within a regional conservation authority?
- How can regional conservation authorities maintain and strengthen relationships with local communities and stakeholders?



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: December 8, 2025

PREPARED BY: Paul Clarke, Planner

REPORT NO: PLA 2025-34

SUBJECT MATTER: Consent Applications E1-26 and E2-26

Recommendation:

1. That Council recommend approval to the Elgin County Land Division Committee for Consent Applications E1-26 and E2-26 subject to the recommended conditions provided in this report.

Purpose:

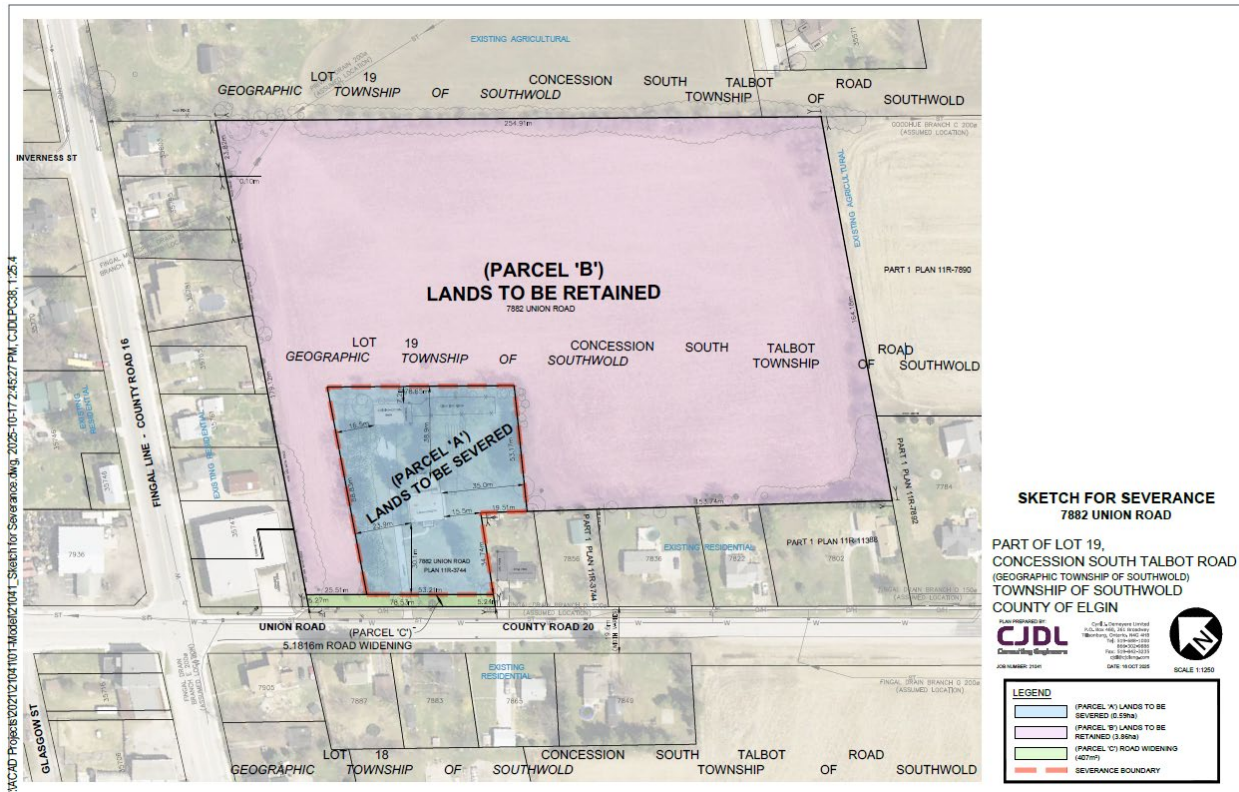
The applicant proposes to sever two (2) parcels, the first severed parcel (E 1-26) will have an area of 4.7ha and will be used for future subdivision development. The second parcel (E 2-26) will have an area of 0.59ha and will separate the existing dwelling from the proposed subdivision lands with the retained lands subsequently added to the severed lands from E 1-26 for future development purposes.

A severance sketch illustrating the proposed severances is attached to this report as Appendix 1.

Consent Applications E 1-26 & E 2-26 have been submitted to Elgin County for lands located within the Township of Southwold. The subject property is legally described as Part Lot 19, South of Talbot Road, Part 1 on 11R-7890.

Background:

Application No.	E1-26 & E2-26
Owners:	Gerald and Carol Goodhue per Chestnut Grove Farms Ltd. Lyndsay van Dixhoorn, per Land Rise Developments
Agent:	Stephen Cornwell per Cyril J. Demeyere Ltd. (CJDL)
Address:	7882 Union Road
Water Supply:	Municipal Water Supply
Sewage Supply:	Municipal Sewer (in progress)
Buildings/Structures	Existing single detached home



Planning Analysis:

Consent Applications E1-26 and E2-26 were submitted to, and declared complete, by Elgin County. The application will be circulated to the public and prescribed bodies by the Elgin County Land Division Committee in January 2026. 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 Applications E1-26 and E 2-26 were 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 are provided below.

Legislation	Section(s)	Relevance To Application	Comments
Provincial Planning Statement, 2024	2.2.1 Housing 2.3 Settlement Areas	<ul style="list-style-type: none"> Municipalities should ensure a variety of densities and types of housing 	The proposed severances will result in the creation of one lot

Legislation	Section(s)	Relevance To Application	Comments
		<ul style="list-style-type: none"> New lot creation for residential development is permitted in Settlement Areas 	for a single detached dwelling, and another for a future subdivision.
Elgin County Official Plan	6.0 Settlement Areas	<ul style="list-style-type: none"> Growth and development for residential uses is encouraged within settlement areas 	Application is for future residential development within a settlement area
Township of Southwold Official Plan	5.2 Settlement Area Land Uses	<ul style="list-style-type: none"> Permitted uses in Settlement Areas include residential uses of a variety of densities. There is a minor discrepancy between the boundaries of the proposed subdivision lands and the existing settlement area (explained below). 	Application is for future residential development
Township of Southwold Zoning Bylaw	8.2 Residential 1	<ul style="list-style-type: none"> Proposed land uses will comply with zone 	Minor variance / Zoning By-law Amendment is required for Parcel B lot area and a Zoning By-law Amendment for Parcel A

Consultation:

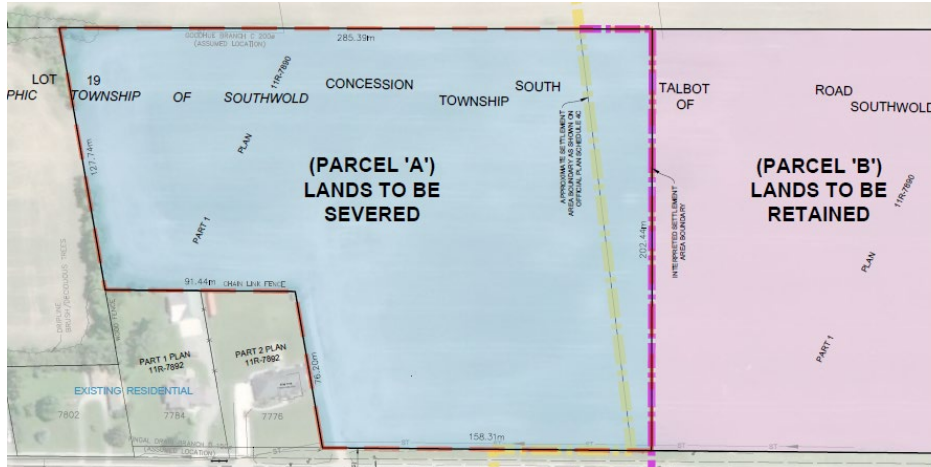
Consent Applications E1-26 and E2-26 were circulated internally for review and comment by Township departments. At the time of writing this report, the following comments have been received and where applicable, recommended conditions of approval have been included.

Finance	No comments
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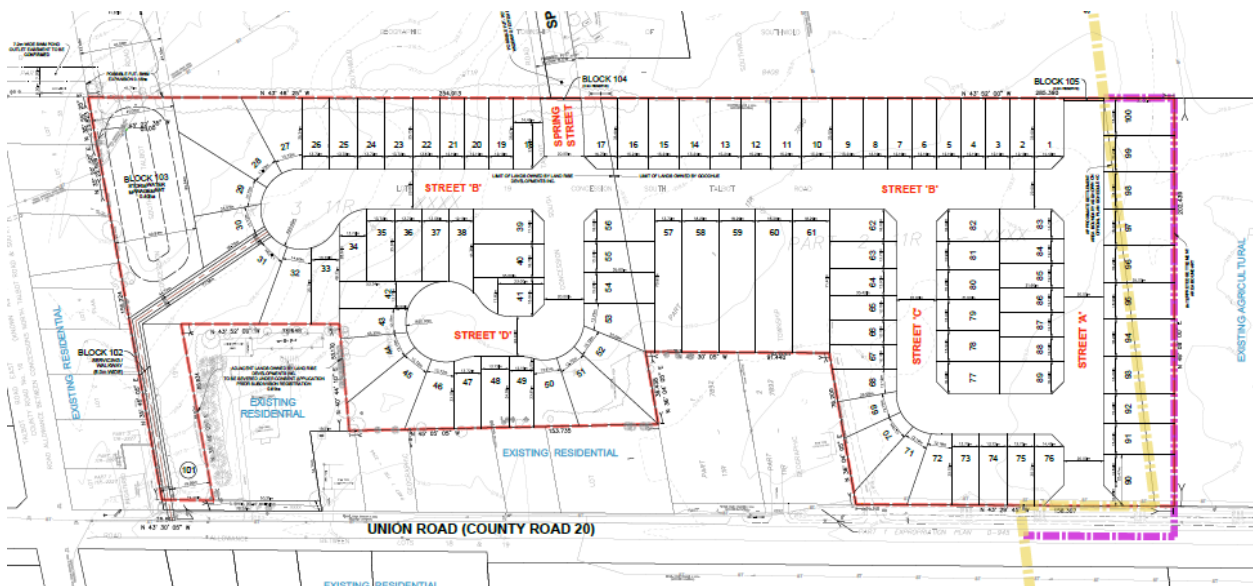
Infrastructure	<p>Based on previous discussions as it related to the settlement boundary in the OP Schedules it looks as though it concurs with the new County OP boundary no concerns for the severance and lot addition from Goodhue to Landrise.</p> <p>Pay connection fee for the sanitary as part of the severance.</p>
Chief Administrative Officer	No comments
Building Department	Septic system for dwelling at 7882 Union Rd received and approved. Building has no other comment.
Drainage	Reapportionment of the Fingal Drain, Goodhue Drain and Folwer Drain. A legal outlet needs to be created to drain the newly created residential lot at 7882 Union Road. This can be done using section 2 of the Drainage Act for a mutual agreement drain or petitioning for a branch from the Fingal Drain Branch A under Section 4 of the Act.
Environmental Services	No comments

The boundaries of the settlement area, which enables the development of the subdivision, is slightly misaligned with the proposed subdivision as shown in the map below. As identified in the Planning Justification Report provided by the applicants, the Southwold OP states:

"The boundaries on all schedules are approximate unless defined using roads, railways, parcel boundaries or physical features in which case the boundaries are to be considered absolute."



The applicants assert in their OP that the 90-degree angle formed by their proposed interpretation of the settlement boundary is a logical and acceptable adjustment of the settlement boundary and does not require an Official Plan Amendment (OPA). Given the proposed development plan submitted (for reference purposes) as part of this application, Planning Staff feel that a Township OPA is not required for this application, and this consent does meet the general intent of the Township Official Plan.



Conclusion:

Planning staff recommend support of Consent Applications E 1-26 and E2-26, which would facilitate the creation of a residential parcel and the severance of a portion of agricultural land within a Settlement Area for future residential development. This recommendation is subject to the conditions listed below to Planning Report PLA 2025-34. 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.

Conditions for E 1-26:

- 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 Municipality. Cash-in-Lieu of Parkland will be captured with subdivision.
- That the Applicant successfully apply to the Township and obtain a minor variance, or zoning by-law amendment to address the deficient lot area of the severed and retained lands.
- Reapportionment of the Fingal, Goodhue and Fowler Drains.
- Payment of the sanitary connection fee for the existing residential dwelling prior to the severance being completed.

Conditions for E 2-26:

- 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 Municipality. Cash-in-Lieu of Parkland will be captured with subdivision.
- That the Applicant successfully apply to the Township and obtain a zoning amendment to rezone the severed residential parcel to Residential 1 (R1) to reflect its use as a residential parcel.
- That, if necessary, the creation of a legal outlet for the newly created residential parcel at 7882 Union Road under Section 2 of the Drainage Act, as amended, or the petitioning of a branch from the Fingal Drain Branch A under Section 4 of the Drainage Act, as amended; to the satisfaction of the Drainage Superintendent, all costs to be borne by the Owner.

Financial and Resource 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:

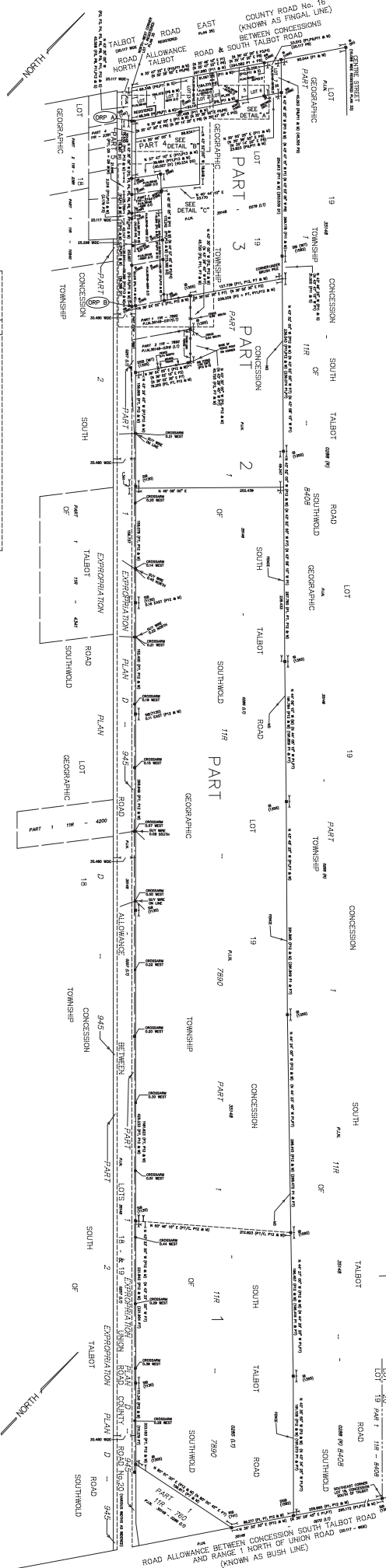
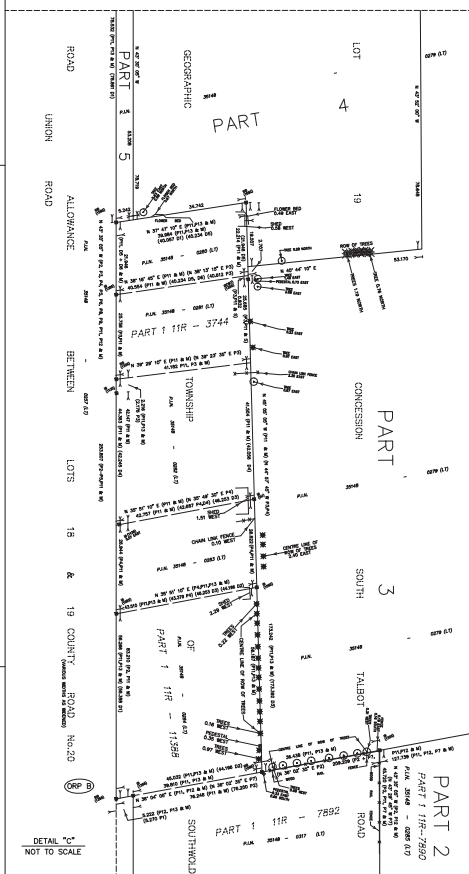
Paul Clarke
Planner

Reviewed by:

Aaron Van Oorspronk, L.E.T.
Director of Infrastructure and Development

Approved for submission by:

Jeff Carswell
CAO/Clerk



1. SURVEY THE ONLY ONE IN THE AREA YIELDS

DATE _____

OWNER: E. BERRY, JR. LA.

PLAN 11R-1

CONCRETE (NOT REINFORCED)

DATE _____

REINFORCING BARS: NONE
REINFORCING CEMENT: NONE
REINFORCING SAND: NONE

PART SCHEDULE

PART	CONCRESSION	P.I.N.	AREA
1 PART OF 1	SOUTH TRAILBLT ROAD	11R-100-010	0.7
2 PART OF 1	SOUTH TRAILBLT ROAD	11R-100-010	0.7
3 PART OF 1	SOUTH TRAILBLT ROAD	11R-100-010	0.7
4 PART OF 1	SOUTH TRAILBLT ROAD	11R-100-010	0.7
5 PART OF 1	SOUTH TRAILBLT ROAD	11R-100-010	0.7

PARTS 1 & 2 COMPRISE ALL OF PULASKI COUNTY (C.D.)

PLAN OF SURVEY OF

PART OF LOT 19

CONGRESSION SOUTH TALBOT ROAD

(GEORGIAN TOWNSHIP OF SOUTHWOLD

TOWNSHIP OF SOUTHWOLD

COUNTY OF ELGIN

SCALE = 1" = 1500'

0 1000 2000

ALL DISTANCES ARE MEASURED TO THE CENTER OF THE ROAD LINE, UNLESS OTHERWISE NOTED.

KRM HUSTED SURVEYING LTD.

SURVEYOR'S CERTIFICATE
I CERTIFY THAT

(1) - THIS SURVEY AND PLANS ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYORS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATION THERE UNDER THEN

(2) - THIS SURVEY WAS COMPLETED ON THE

DATE _____ JAMES A. BOON
CHIEF LAND SURVEYOR

STATE OF ARIZONA SURVEYOR AND A STATE OF ARIZONA SURVEYOR, COMPANY NUMBER _____

INTEGRATION DATA		
ALL COORDINATES ARE IN METRES AND WERE DERIVED FROM OBSERVATIONS USING THE CAN-MET NETWORK, UTM, ZONE 17 08° WEST LONGITUDE 10803 03900 020100 COORDINATE VALUES ARE TO UTM/ARC ACCURACY AS PER SEC. 14 OF G. REG. 258/20		
POINT	NORTHING	EASTING
OPF A	4728932.49	476855.89
OPF B	4728734.42	474903.08
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNER OR BOUNDARY POINTS ON THIS PLAN		

NOTES

- 1 - BEARINGS ARE GIVEN BASED ON DATA AND OBSERVATIONS ON POLYMETRONS
 - 2 - BEARING OF "OFF" OF SPOON-ROCK BEARING IS A BEARING OF
 - 3 - 20° 10' OF CIRCLE 206, 11 INCHES CIRCLES
- 2 - TO CORRECT BEARINGS OF BEARINGS IS A BEARING TO BE BEARINGS
 - 4 - AND 50° 14' 20" TO THE NORTHWEST BEARINGS
 - 5 - SUBTRACT 50° 14' 20" FROM THE NORTHWEST BEARINGS
- 2 - TO CORRECT 50° 14' 20" BEARINGS TO BE BEARINGS
 - 6 - AND 50° 14' 20" TO THE NORTHWEST BEARINGS
 - 7 - SUBTRACT 50° 14' 20" FROM THE NORTHWEST BEARINGS
- 2 - TO CORRECT 50° 14' 20" BEARINGS TO BE BEARINGS
 - 8 - AND 50° 22' 20" TO THE NORTHWEST BEARINGS
 - 9 - SUBTRACT 50° 22' 20" FROM THE NORTHWEST BEARINGS
- 2 - DISTANCES SHOWN ON THE PLAN ARE MEASURED DISTANCES AND CAN BE
 - 10 - CORRECTED TO BE DISTANCES BY THE FOLLOWING FORMULA

[illegible]



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: December 8, 2025

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

REPORT NO: FIR 2025-12

SUBJECT MATTER: Fire Chief Activity Report - November 2025

Recommendation:

1. None – For Council Information.

Purpose:

To update Council on Fire Department Activities for November 2025.

Background:

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

- a. *Calls for service* – a total of 17 incidents were responded to in the month of November, including 3 MVCs and 2 burn complaints.
- b. *Meetings* – Fire Chief attended County Chiefs meetings, JHSC meetings, the annual emergency management exercise, OAFC conference & AGM.
- c. *Inspections* – four inspections were conducted.
- d. *Public Education* – social media, electronic signs.
- e. *Public Relations* – Youth Group station tour, Remembrance Day parking, Port Stanley Dickens Day parade.
- f. *Grants* – awarded a \$5,000 credit through Safe Community Project Assist, which provides selected fire departments in Enbridge Gas Ontario's service area with funding for purchasing firefighting and carbon monoxide training materials.
- h. *Apparatus & Equipment* – ongoing routine maintenance including MTO inspections, and auto extrication tool annual service.

Report on any outstanding items:

- a. The Fire Chief is working with our GIS & Asset Management 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.
- c. A Community Risk Assessment (CRA) is underway. A CRA is required under Ontario Regulation 378/18 to be completed every five years for municipalities and fire departments to identify, analyze, and prioritize public safety risks to make informed decisions on fire protection services.

Training Undertaken by Staff:

- a. Department training topics included incident review, search & rescue, hose management, and auto ex theory.
- b. Members attended NFPA 1021 Fire Officer and NFPA 1035 Public Information Officer courses.
- c. Members attended live fire training in Aylmer at the OFM MLFTU and forcible entry training in Dutton.
- d. Provincial Certification comes into effect on July 1, 2026. Training records are currently being reviewed to identify any gaps in certification requirements, training documentation, or departmental expectations.
- e. A Training Division is being formed with members with a key interest in training, to assist the Training Officer with training planning, identifying any training needs, and to ensure compliance with upcoming Certification.

Capital Project Progress :

2025	Budget	Status/Comments
SCBA	\$26,200	Complete
Bunker Gear	\$21,000	Completed
Hoses & Appliances/Radios	\$9,000	Ongoing
Electronic Sign – New Talbotville Station (2024 allocation)	\$35,000	Planning stage
Auto Extrication Equipment	\$50,000	Complete

Talbotville Fire Station	\$4,500,000	Complete
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Financial and Resource Implications:

None.

Strategic Plan Goals:

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

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

Respectfully submitted by:

Jeff McArthur

Director of Emergency Services/Fire
Chief

Approved for submission by:

Jeff Carswell

CAO/Clerk



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: December 8, 2025

PREPARED BY: Cassandra Loewen, Public Works Superintendent
Brent Clutterbuck, Drainage Superintendent
Mike Taylor, Manager of Environmental Services
Aaron VanOorspronk, Director of Infrastructure and Development Services

REPORT NO: IDS 2025-54

**SUBJECT MATTER: Activity Report for Infrastructure and Development
Team - November 2025**

Recommendation:

1. None – For Council Information.

Purpose:

The purpose of the report is to update Council on the Infrastructure and Development Services team activities for November 2025.

Development:

- Union Road Sanitary Sewers – Work completed final asphalt and minor restoration to be completed in Spring/Summer of 2026.
- North Shedden Sanitary Sewers and Pumping Station – pre-construction meeting is forth coming. Final adjustments to be made to the Issued for Construction Drawings.
- Fingal Pumping Station and Forcemain – construction underway, wet well installation to start, forcemain and pump works in the spring
- Fingal Reconstruction – Pulverizing complete, detour routes are in place, additional signage for businesses open erected.
- Shedden Wastewater Treatment Plant – Site works are underway, permit finalization. Cost savings and value engineer exercise is nearing completion, CCO's to be issued in the coming days.
- Parks and Trails Master Plan – final comments, revised scoping and pricing sent to the Consultant

- Attended the municipal working group meeting with the MTO for the twinning of Highway 3, work on the Talbotville bypass has started.
- Attended the Economic Development Meeting
- Continued Project Management of the Public Works Building – occupancy anticipated for mid-December
- Planning meetings for various applications, review and comment on several applications
- Meeting with the Industrial Team and municipal partners for the shutdown of the secondary boards watermain for tie in at the pumping station, the shutdown is planned for December 17th-19th, preparations are underway, communications precede shutdown, impacts will be limited to a reduced pressure in Talbotville.
- Attended various Asset Management Workshops as follow up to Council, final adjustments to be made to the plan prior to Council consideration.
- Advanced a variety of development agreements for Shedden, Fingal and Port Stanley developments
- Coordination of temporary traffic accommodations for North Shedden Servicing
- Attended and completed the mandatory Emergency Exercise
- Lead Hand recruitment, updated the job description and posted in alignment with the CA – closes Dec. 12th
- Ongoing bi-weekly design and construction meetings for Fingal Reconstruction, Pump Station and the Shedden Wastewater Treatment plant
- Update to the road occupancy permit process
- Completed mandatory licensure training



Site Works at Shedden
WWTP

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	Finalizing Deficiency Corrections	Residential build out	Talbotville
The Clearing	Request for final security reduction	Working towards assumption	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	Awaiting documentation to issue preliminary acceptance	Working towards preliminary acceptance	Talbotville
40134 Talbot Line		Site plan agreement	Talbotville
McBain Line		Draft plan, working towards engineering submission	Ferndale
35743 Horton Street (Stoss)	Finalizing Pre-Servicing Agreement, expect work to commence in new year.	Detailed Design, Pre-Servicing	Shedden
4509 Union Road (Turville)		Working towards registration of subdivision	North Port Stanley
8068 Union Road		Studies, preparing for draft plan submission	Fingal
10247 Talbotville Gore Road		Studies, preparing for site plan	Talbotville
Talbotville Meadows Blocks 177 & 178		Pre-Consultation	Talbotville

4324 Thomas Road	Agreement to come to Council for signing	Working towards registration of subdivision	North Port Stanley
7882 Union Road		Pre-Consultation	Fingal
11085 Sunset Road		Pre-Consultation	Talbotville
35556 Fingal Line		Background information	Fingal
9925 Union Road		Draft Plan Submission	Shedden
Teetzel Development	Received the Draft Plan Submission	Draft Plan Submission	Shedden
8115 Union Road		Consultation	Fingal
Field north/east of John Street		Consultation	Shedden
11432 Sunset Road		Pre-Consultation	Talbotville
36391 Talbot Line		Construction	Shedden
7985 Church Street		Pre-Consultation	Fingal
11405 Wonderland Road	KCCA Permit Issued, working to complete the Site Plan Agreement	Site Plan Approval	Talbotville

Infrastructure:

a) *Water and Sanitary:*

- OCWA contract negotiations completed for water and wastewater operations.
- Attended OCWA quarterly operational meeting for the Drinking Water System and WWTP.
- Attended pre-construction meeting for Shedden WWTP.
- Staff attended water related training on November 16 and 17 (virtually).
- 79 locates were completed for various contractors and landowners in October. 836 locates received to date for 2025.
- 5 meters replaced in November. 50 meters/assemblies replaced in 2025. (Meter replacements are generally due to customer driven complaints or meters have failed to register a reading.)
- Curbstop repaired at 10755 Sunset and 37440 Talbot Line.
- Water leak repair completed on service at 39391 Fingal Line.
- Water leak repaired at 7953 Union Road.
- Received training from Pelican Corp for new Ontario One Call ticket platform. Anticipated to switch over to new system before end of 2025.
- Supporting MTO for relocating North Star water service off the St. Thomas Secondary and on the Southwold Distribution System. Forms part of greater MTO by-pass construction project.
- Supporting MTO and Parsons for MTO highway 3 by-pass. Work has commenced, (drawing review, attending meetings, watermain commissioning for Sunset).
- Coordinating for new water service installation on Talbot line (installation to take place in December).
- Monthly urban meter readings completed. Final Reads completed.
- Building meter assemblies for new connections and repairs.
- All water system dead-ends flushed in November and winterized (this completes the annual flushing program).

b) Roads and Bridges:

- Roadside mowing/brushing is still in progress to help increase visibility for travellers – weather dependent.
- Hazardous trees and branches are being trimmed/removed throughout the township based on severity.
- Numerous signs continue to be replaced throughout the township – working with OPP and sign supplier to find a solution or improve theft issues.
- Guiderail repairs being completed on a priority basis, with County roads being addressed first.
- Asphalt repairs completed on Union Road after the new Public Works building servicing, as well as on Glasgow Street following the watermain repair.
- Winter operations are in full swing – trucks have been out salting and plowing numerous times this past month.
- Packers have been removed and graders have been switched over to plows. CAT 140M grader had new tires installed.
- Winter Operations Training took place on November 21st put on by Goundworx Equipment Training Inc. with training being received by 10 Southwold staff and 5 Dutton Dunwich staff.
- Two-way radio systems serviced on fleet, waiting on full list of deficiencies from MRC Wireless, and new radio installed in the refurbished Trackless.
- New fuel lock system installed at the new Public Works building, working on setting up back-end system.

2025 Capital Project Process:

2025	Budget	Actual	Status/Comment
Water and Sewer			
Shedden Wastewater Treatment Plant	\$25 million		Construction Start Expected Mid-November
Talbotville Wastewater Treatment Plant			Colliers reviewing financial implications of industrial land development
South Shedden Sanitary Sewers	\$3,663,048.41		Major Works complete for 2025, surface asphalt and associated works Spring 2026
North Shedden Sanitary Sewers	\$5,364,151.12		Awarded.
Fingal Reconstruction	\$10,850,690.68		Tentative Start Nov. 16 th
Fingal Pumping Station and Forcemain	\$3,814,971.76		Tentative Start Nov. 16 th
Roads			
Shady Lane Sidewalk	\$27,344.50	\$22,344.50	Completed
Edge Repairs – Scotch Line	\$50,000		Completed
Rehabilitation John Wise Line and Longhurst Line	\$900,000	\$817,658	Completed
Scotch Line Resurfacing	\$175,000	\$74,411.12	Completed
Thomas Road Construction	\$2,060,000		Tendered, closing on Sept 11
Bush Line Rehabilitation	\$150,000		Completed
Public Works Building	\$4,800,000		Move in Expected Mid-November.
Bridges/Culverts			

Scotch Line Culvert Replacement	\$450,000		Detailed Design Underway
Lyle Bridge Rehabilitation	\$200,000		Deferred to 2026
Iona Road Culvert Replacement	\$199,000		Completed

c) Drainage:

Drains Before Council:

Construction:

- **Gregory Drainage Works (2023):** Gregory drains construction was completed June 3rd.
- **Taylor Drain:** Robinson Farm Drainage has completed the construction of the Taylor Drain.
- **Ryan Drain (Sept 19):** We. Have received a certificate from the Engineer. I have asked a few questions of the engineer and once answered adequately Council will finally pass the by-law

With the Engineer:

- **Best Drain (2024)** We will be digging along Scotch Line at Fingal Line to confirm if a drain was constructed in the intersection by the County during reconstruction about 5 years ago. A follow up meeting with landowners will be held to discuss options that they requested investigated.
- **Bowlby Futcher Drain (2024)** The report is almost complete. We are waiting on confirmation as to whether a landowner would like to petition for a short branch to connect to a small watershed area
- **Jones Drain (2024)** a meeting to review the proposal of the engineer to be arranged for December or early January

- **Edison Drain (2024)** Meeting to consider the report has been held, Court of Revision is in January
- **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 and Resource 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

Approved for submission by:

Jeff Carswell
CAO/Clerk



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: December 8, 2025

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

REPORT NO: ENG 2025-55

SUBJECT MATTER: Thomas Road Subdivision Agreement

Recommendation:

1. That Council approve By-Law 2025-73 – Thomas Road Subdivision Agreement

Purpose:

This report introduces the Subdivision Agreement for the draft plan of subdivision (File # 34T-SO2301) located on Thomas Road and recommends its adoption through By-law 2025-73.

Background:

On November 13, 2023, Council approved Zoning By-law Amendment ZBA 2023-08 and set the Township's conditions for Draft Plan Approval of a nine-lot subdivision on Thomas Road. Located within the North Port Stanley Settlement Area of the Township's Official Plan, this subdivision is a typical estate-style rural development with partial services. Its purpose is to complete the build-out of existing lands within the settlement boundary, recognizing that limited municipal servicing should restrict further boundary expansions. This approach helps preserve prime agricultural lands and directs future growth to fully serviced areas. Following Township approval, the County of Elgin granted Draft Plan Approval on January 9, 2024. Since then, the Township and County have collaborated with the applicant to satisfy all approval conditions. A standard requirement is the registration of a subdivision agreement to ensure all municipal financial, technical, and procedural obligations are met before lots can be registered and developed. Township staff have worked with the applicant to prepare an agreement that addresses all necessary conditions for safe subdivision development. This agreement is now presented to Council as By-law 2025-73.

Comment/Analysis:

This agreement contains provisions and protections for the Township typical of subdivision development, refined for the context of this development. Key considerations include the Developer's responsibility for designing, constructing, and maintaining all required infrastructure—such as roads, utilities, drainage, and stormwater systems—at their own expense and to the satisfaction of the Township. The agreement details the process for plan registration, engineering approvals, financial securities, and the phased release of those securities as work progresses. These securities include the developments pro-rated contribution to the Thomas Road Reconstruction work planned to begin in 2026. It also covers requirements for building permits, occupancy, and ongoing maintenance, including obligations for lot grading, landscaping, and private stormwater controls. The Developer must comply with all municipal and provincial regulations, provide necessary easements, and ensure proper communication with utility providers and agencies like Canada Post and the local school board. The Township retains rights to inspect, enforce standards, and recover costs if the Developer defaults. Purchasers of lots are notified of their responsibilities regarding property maintenance, stormwater systems, and acceptance of nearby agricultural activities. The agreement is binding on all successors and assigns, ensuring that obligations run with the land. Staff have worked with the developer and recommend this agreement to Council for approval, satisfying one of the major conditions for plan registration.

Financial and Resource Implications:

Subdivision agreements are designed to reduce financial risk for the Township, with securities and deposits serving as key tools in this process. However, these developments require Township staff to actively monitor, manage, and often resolve issues that may arise—particularly when linked to Township capital projects. The addition of the Infrastructure and Development Technologist provides the Township with the necessary resources to effectively handle these responsibilities.

Strategic Plan Goals:

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

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

Respectfully Submitted by:

Aaron VanOorspronk, LET.
Director of Infrastructure and
Development Services

Approved for submission by:

Jeff Carswell
CAO/Clerk



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: December 8, 2025

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

REPORT NO: IDS 2025-56

SUBJECT MATTER: IESO Procurement Willing Host Considerations

Recommendations:

1. That Council select one of the engagement options included in the report
2. That Council provide staff feedback on its status as a host municipality.

Purpose:

The purpose of this report is to inform Council of the implications of becoming a willing host for energy generation and storage projects, and to seek Council direction on how staff should proceed with engagement and preparedness in response to ongoing provincial energy procurement activity.

Background:

The Township has recently received notifications from the Independent Electricity System Operator (IESO), which oversees Ontario's power grid. These procurement requests address the anticipated rise in electricity demand across the province, driven by electrification and growth, and aim to secure a range of energy generation and storage solutions over short-, medium-, and long-term periods. While no proponent has directly approached the Township yet, staff expect this to change soon due to ongoing local developments and the strategic location of the Talbotville industrial lands.

A key factor in any proposal is a confirmation from the municipality that it is a "willing host," as this significantly influences the proposal's evaluation. Such confirmation is provided through a Council resolution, which may be completed proactively or reactively and can specify which projects are supported and under what conditions. These resolutions are typically the initial step in the approval process, after which

proponents must obtain all necessary permits and approvals, including zoning, site plan approval, and building permits.

Staff aim to provide Council with relevant information and present options for consideration when deliberating on the Township's "host" status.

Comment/Analysis:

Declaring a host status for energy projects has become a potentially contentious issue, as seen in the past with industrial wind turbine installations. Therefore, staff believe it is important to be prepared to make informed decisions on support requests for proposed energy projects in the Township. Reviewing potential benefits, drawbacks and gauging public feedback would be useful information to have.

Staff summarized the pros and cons of battery storage projects using IESO Municipal Guidance and sources like Evolgen's article titled "Municipal Benefits of Battery Storage Systems". Wind turbine projects were excluded, as Council has already declared the Township an "unwilling host".

Common benefits of these types of energy projects include:

Community Benefits and Financial Compensation

With recent financial studies revealing a significant funding shortfall throughout the province these energy projects have the potential to be revenue generators for municipalities and relieve some of the burden on other rate payers through:

- Annual community benefit payments (like the Green Lane Trust Fund) negotiated through a Host Municipal Agreement.
- Long-term tax revenue from industrial-class assets, large scale projects qualify for industrial classes.

Local Grid Stability and Reliability

With industrial growth, a focal point in the region and massive power requirements, these projects have the potential to support local industrial development by adding additional generator capacity to the grid without large transmission requirements.

- Battery Energy Storage facilities reduce local grid congestion and improve reliability.
- Non-wind generation (e.g., gas peaking or biomass) can support local emergency resiliency and local energy needs.

Economic Activity

- Local employment during construction.
- Increased power supply would support additional growth of employment developments

Support for Provincial Energy Priorities

Demand for electricity is expected to increase significantly, especially locally as society continues its transition to full electrification and more energy intense industries like data centers continue to come online. Hosting these projects would ensure the Township is contributing to the success off the broader community.

- Participation contributes to provincial reliability objectives, ensures that the Township is not creating roadblocks for necessary projects that the community benefits from.

Some Drawbacks or Risks for these projects include:

Land Use Conflicts

- Energy Storage and generation projects can reduce prime agricultural land inventory; great care should be taken to direct these projects to appropriately zoned lands. Staff reviewed the requests from the IESO and one of the requirements is to have these projects located in the appropriately zoned land.
- Potential visual impacts for nearby residents.
- Conflict with neighbouring uses

Noise Impacts

- Energy Storage ventilation and inverter noise, although mitigable, may generate public concern.

Perception and Political Risk

- Public opposition may arise, particularly related to battery fire safety or fossil-fuel-based generation or a perception of unnecessary loss of agricultural land use.
- Council may face reputational risk if consultation is perceived as inadequate, a feeling of lack of communication or stakeholders' voices not being heard.

Emergency Response Capacity

- Projects may require specialized training for the fire department.
- Pre-planning and response protocols must be detailed by the proponent.

Regulatory and Administrative Burden

- Staff time required for reviewing studies, site plans, and permits.
- Risk of project abandonment after staff time has already been invested.

Mitigation of Risks

If a willing host designation is to be considered pro-actively for certain project types or reactively on a project-by-project basis staff would recommend consideration of the following risk mitigation strategies:

- Ensure cost recovery fees (planning, site plan, legal, review and infrastructure) are set at appropriate rates.
- Utilize Site Plan control to ensure the appropriate studies are completed and mitigation measures utilized, tailored based on the project scope and context.
- Utilize a Memorandum of Understanding with the proponent early in the process to set expectations before providing support.
- Require community benefit (similar to the Green Lane Trust Fund), construction management and operational plans (ex. firefighting).

Many of these concerns can be addressed through technical analysis prior to or when submissions are received, and Council can weigh them based on merit. Existing planning mechanisms and the use of qualifying statements in the declaration can ensure that the Township's technical concerns are addressed at or prior to receipt of a submission. However, public sentiment is one that unless engaged early, could result in unintended or expected consequences. It is staff's opinion that given all the above it may be worth while completing some preliminary public engagement to measure support or opposition to these types of projects.

Staff are therefore requesting Council's guidance on one of three engagement pathways:

Do Nothing – Maintain a reactive stance until a proponent formally approaches the Township.

Early Limited Engagement (In House) – Construct a Township webpage with a survey form, distribute invitations using in hand measures (via postcard/tax bills, social

media, Voyent Alert) to engage Southwold Residents to complete the survey. Reach out to neighbouring Indigenous Communities to solicit comments prior to a Council decision.

Early Full Engagement (External Resources Required) – Begin proactive consultation, prepare municipal protocols, and retain a consultant to support technical review, communications, public engagement (Public Meeting, Online Survey Mailouts), and Indigenous Communities.

Financial and Resource Implications:

Although the Township has undertaken a significant amount of work recently, and staff do have a significant workload, this is one area where it is possible to be caught of guard by backlash or miss a significant opportunity for revenue generation while supporting sustainable long term growth initiatives.

Do Nothing: No financial or resources impacts, maintain the status quo, however, leaves Council and the community in a status of waiting without knowing.

Early Limited Engagement (In House) – use of the Communications Clerk, existing outreach measures and available resources to gauge public and Indigenous sentiment on projects of this nature. To better inform Council and perhaps allow Council to make an early determination on its host status, potentially attracting new revenue sources to the Township or making clear to potential proponents that the Township is not interested in hosting these projects saving them time and effort.

Early Full Engagement (External Resources Required) – would require the solicitation of a communications or planning consultant to undertake a fulsome engagement campaign, would require a similar level of effort from senior management to solicit and administrate the project, but would come at a financial cost, likely in the tens of thousands of dollars.

Strategic Plan Goals:

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

- ☒ Managed Growth
- ☒ Welcoming and Supportive Neighbourhoods
- ☒ Economic Opportunity

☒ Fiscal Responsibility and Accountability

Respectfully Submitted by:

Aaron VanOorspronk, LET.
Director of Infrastructure and
Development Services

Approved for submission by:

Jeff Carswell
CAO/Clerk



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: December 8, 2025

PREPARED BY: Mike Taylor, Manager of Environmental Services
Michele Lant, Director of Corporate Services/Treasurer

REPORT NO: FIN 2025-31

SUBJECT MATTER: Water and Wastewater Budget By-Laws

Recommendations:

1. That Council pass the following By-laws:
 - a. By-law No. 2025-70 2026 Water and Wastewater Rates
 - b. By-law No. 2025-71 2026 Water Budget
 - c. By-law No. 2025-72 2026 Wastewater Budget

Purpose:

To review the proposed Water and Wastewater Rates and Budgets.

Background:

The Water and Wastewater budgets have been developed in accordance with The One Water Rate Study and CPI adjustments. The following by-laws are included under the by-laws section of the agenda.

Comments/Analysis:

By-law No. 2025-70 2026 Water and Wastewater Rates

This by-law adopts the 2026 Water and Wastewater Rates approved by Council. The rates are as presented at the December 8, 2025, meeting and are consistent with the Rate Study completed in 2025. These rates were used to develop the 2026 Water and Wastewater Budgets. The wastewater rates aim to bring the wastewater system into conformance with regulations stipulating it operate on a full cost recovery basis.

By-law No. 2025-71 2026 Water Budget

This by-law adopts the 2026 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 increased from 2025 in anticipation of building commencing in Shedden Meadows
- Wages and overhead have been increased to reflect the hiring of a summer student
- Anticipating a surplus of approximately \$157,000 over and above the capital contribution from connection fees
- Water Reserve Loan to Sanitary contributes approximately \$60,000 to water reserves
- Capital Forecast includes:
 - Addition of two smart hydrants (one in the north end and second one on the west end of the distribution system).
 - Upgrades to existing PRV chamber in Middlemarch (improved pressure management for south end of distribution system).
 - Replacement of Iona Road dead-end auto flusher (lifecycle replacement/improved performance).
 - Replacement of sample station at Longhurst/John Wise Line

By-law No. 2025-72 2026 Wastewater Budget

This by-law adopts the 2026 Wastewater System Operating and Capital Budgets. Several highlights from this budget include:

- Wastewater revenue estimates are based on user rates, connection number (existing and new) and estimated water usage
- Growth estimates have been increased from 2025 in anticipation of building commencing in Shedden Meadows
- Wages and overhead - Staff allocations have been adjusted to reflect current staff time
- 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 continue to be relatively high and connections and user revenue remains low, contributing to a growing accumulated operating deficit.**
- The accumulated operating deficit for the Talbotville system in 2026 is estimated to be \$1,975,017 with the deficit continuing to accumulate each year
- A reduction of \$25,000 for chemical costs due to cost savings from upgrades to chemical feed storage system.

- Capital Forecast includes:
 - Replacement of the second membranes (upgrade from micro cassettes to Zeeweed) to match the other membrane that was replaced.

* 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 and Summer Student position have been incorporated into these budgets.

Financial and Resource Implications:

Approving the budget by-laws will establish the necessary plans and fees to deliver water and wastewater 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

Approved for submission by:

Jeff Carswell
CAO/Clerk

Schedule "A" to By-Law No. 2025-71

Water System Operating								
Account	2025 YTD	2025 Budget	2026 Forecast	\$ Variance	% Variance	Notes	2027 Forecast	2028 Forecast
Revenue								
Water Billings	(\$1,146,583)	(\$1,810,880)	(\$1,906,235)	(\$95,355)	5.27%	includes base charges	(\$1,940,336)	(\$1,977,147)
Water Billings - Industrial	(\$19,278)	(\$10,000)	(\$18,000)	(\$8,000)	80.00%		(\$18,000)	(\$18,000)
Water Billings - Tri-County Water System	(\$446,920)	(\$446,920)	(\$460,460)	(\$13,540)	3.03%		(\$469,669)	(\$479,063)
Water Filling Station	(\$35,000)	(\$10,660)	(\$11,108)	(\$448)	4.21%		(\$11,330)	(\$11,557)
Construction Water	(\$2,080)	(\$1,050)	(\$2,000)	(\$950)	90.48%	estimate 2026 builds to be same as 2025	(\$600)	(\$600)
Water meter fees & misc	(\$23,092)	(\$26,250)	(\$29,375)	(\$3,125)	11.90%	Related to new connection estimates	(\$26,250)	(\$26,250)
Water Connection and curbstops fees	(\$139,914)	(\$70,200)	(\$112,536)	(\$42,336)	60.31%	offset by transfer to reserve-significant increase related to anticipated new builds-offset below	(\$55,361)	(\$22,507)
Penalty & Interest	(\$26,427)	(\$10,000)	(\$15,000)	(\$5,000)	50.00%		(\$10,000)	(\$10,000)
Grants	\$0	\$0	\$0	\$0	0.00%		\$0	\$0
Water Investment Income	\$0	(\$90,000)	(\$90,000)	\$0	0.00%	offset by transfer to reserve-offset below	(\$90,000)	(\$90,000)
Water Reserve Loan to Sanitary	\$0	(\$60,000)	(\$60,000)	\$0	0.00%		(\$60,000)	(\$60,000)
Water Truck Revenue	\$0	\$0	\$0	\$0	0.00%	Truck usage by other departments	\$0	\$0
Water Department Revenue	(\$1,839,294)	(\$2,535,960)	(\$2,704,714)	(\$168,754)	6.65%		(\$2,681,546)	(\$2,695,124)
Expenditures								
						Wages and Salaries - Allocation from Admin (Accounting Clerk, Treasurer, CAO), Dir of Infrastructure and Mgr of Env Services, Water Super, Summer Student for 2026		
Salaries and Wages	\$195,640	\$235,116	\$274,508	\$39,392	16.75%		\$279,998	\$285,598
Overhead	\$56,316	\$79,007	\$86,504	\$7,497	9.49%		\$88,234	\$89,999
Roads Wages Allocated	\$1,267	\$0	\$0	\$0	0.00%		\$0	\$0
Health & Safety	\$372	\$250	\$300	\$50	20.00%	increase based on 2025 actuals	\$306	\$312
Training & mileage	\$437	\$4,000	\$4,000	\$0	0.00%	increased due to staffing changes	\$4,080	\$4,162
Building Repairs	\$124	\$250	\$255	\$5	2.00%		\$260	\$265
Utilities	\$4,188	\$10,000	\$10,200	\$200	2.00%		\$10,404	\$10,612
Materials and Supplies	\$23,150	\$25,000	\$25,000	\$0	0.00%	includes critical stock inventory	\$25,500	\$26,010
Clothing Allowance	\$606	\$1,040	\$1,100	\$60	5.77%		\$1,122	\$1,144
Property maintenance	\$3,162	\$4,000	\$4,080	\$80	2.00%	reflective of prior year actuals	\$4,162	\$4,245
Rds Mach Tm to Water	\$0	\$5,000	\$0	(\$5,000)	-100.00%	reflective of prior year actuals	\$0	\$0
Office Supplies	\$121	\$500	\$500	\$0	0.00%	reflective of prior year actuals	\$510	\$520
Computer Support	\$324	\$3,000	\$3,000	\$0	0.00%	more accurate billing of support time	\$3,060	\$3,121
Postage and Courier	\$848	\$7,500	\$12,000	\$4,500	60.00%	increase in postage rates & monthly billings	\$12,240	\$12,485
Telephone & internet	\$3,003	\$5,400	\$5,508	\$108	2.00%	reflective of prior year actuals	\$5,618	\$5,731
Legal and Audit fees	\$43	\$2,600	\$2,652	\$52	2.00%	reflective of prior year actuals	\$2,705	\$2,759
Insurance	\$53,796	\$56,448	\$56,500	\$52	0.09%	premium remains stable for 2026	\$57,630	\$58,783
						Rechlor Stn Maintenance \$5,500, Fireflow testing \$5,000, hydrant maint repairs \$5,000, sample stn maintenance \$2,000, hydrant painting \$2,500, auto flusher maintenance \$3,000		
System Maintenance	\$7,587	\$32,500	\$23,000	(\$9,500)	-29.23%		\$23,460	\$23,929
Equipment Costs	\$91,262	\$60,000	\$61,200	\$1,200	2.00%	Total fluctuates dependent on work required -includes water meters, \$5,000 valve/service locator	\$62,424	\$63,672
						Locate software \$6,000, Clow Smart hydrants \$1,000, Neptune meter reader \$4,300, Ontario Municipal Water Assoc, Employee certifications		
Memberships & subscriptions	\$6,542	\$4,800	\$12,500	\$7,700	160.42%		\$12,750	\$13,005
Water truck fuel and maintenance	\$950	\$6,000	\$6,120	\$120	2.00%		\$6,242	\$6,367
Meter Replacements	\$0	\$0	\$15,000	\$15,000	0.00%	New account-failed meters, labour to replace	\$15,300	\$15,606
Contracted Services	\$14,535	\$15,000	\$15,300	\$300	2.00%	meter repairs/change outs	\$15,606	\$15,918
OCWA Contract	\$127,526	\$139,119	\$167,949	\$28,830	20.72%	Agreement cost increased CPI 1.9%	\$171,308	\$174,734

OCWA Extra/Out of Scope Work	\$3,812	\$26,000	\$26,520	\$520	2.00%		\$27,050	\$27,591
Vehicle - Summer Student	\$0	\$0	\$0	\$0	0.00%	no summer student for 2025	\$0	\$0
Water Testing	\$0	\$0	\$0	\$0	0.00%	OCWA covers costs	\$0	\$0
Studies, standards	\$3,803	\$0	\$0	\$0	0.00%	Misc. minor studies, engineering	\$0	\$0
Water Costs	\$1,061,662	\$1,391,040	\$1,418,861	\$27,821	2.00%	2025-consumptions assumed below (metered use + 20% loss)	\$1,447,239	\$1,476,183
Watermain-New Services	\$50,233	\$26,000	\$0	(\$26,000)	-100.00%	New services-renamed from miscellaneous waterline costs	\$0	\$0
Watermain Breaks & Repairs	\$48,066	\$0	\$50,000	\$50,000	0.00%	Main breaks & repairs	\$51,000	\$52,020
Equipment Purchases	\$2,095	\$0	\$2,500	\$2,500	0.00%	small equipment purchases		
Transfer to Reserve - Water	\$0	\$176,190	\$157,121	(\$19,069)	-10.82%		\$713,217	\$727,481
Transfer to Reserve - Connections	\$0	\$70,200	\$112,536	\$42,336	60.31%	connection fees transferred to reserve-offset above	\$114,787	\$117,082
Transfer to Reserve - Investment Income	\$0	\$150,000	\$150,000	\$0	0.00%	investment interest transferred to reserve-offset above	\$153,000	\$156,060
Amortization	\$0	\$0	\$0	\$0	0.00%		\$0	\$0
Water Department Expenditures	\$1,761,470	\$2,535,960	\$2,704,714	\$168,754	6.65%		\$3,309,212	\$3,375,396
Water Department	(\$77,824)	\$0	\$0	\$0			\$627,666	\$680,273

Inputs/Assumptions								
1854 Water Connections								
10 New connections Estimated - revenue based on 50% to account for occupancy through 2024								
168 m3 per HH as per Water/Wastewater Study								
Rates as per the Water/Wastewater Study								
Dutton Dunwich consumption estimated at 200,000 m3								
Water loss estimated at 20%								
Rates		2025	2026				2027	2028
Primary Water Purchase rate (/m3)		\$1.0337	\$1.0699	\$0.0362	3.50%		\$1.0913	\$1.1131
Secondary Water Purchase Rate (/m3)		\$0.6609	\$0.6824	\$0.0215	3.25%		\$0.6960	\$0.7100
Southwold Rate (/m3)		\$1.5054	\$1.5686	\$0.0632	4.20%		\$1.6000	\$1.6320
Southwold Water Fill Station (/m3)		\$3.5535	\$3.7028	\$0.1492	4.20%		\$3.7768	\$3.8524
Fill Station m3		3,000						
Southwold Rate Capital Pass Through to Dutton Dunwich (/		\$0.5400	\$0.5500	\$0.0100	1.85%		\$0.5610	\$0.5722
Dutton Dunwich m3		200,000	200,000					
Southwold Monthly Base Rate		\$18.85	\$19.64	\$0.7917	4.20%		\$20.03	\$20.44
Construction Water		\$160.00	\$166.72	\$6.7200	4.20%		\$170.05	\$173.46
Total Rates								
Southwold (/m3)		\$3.20	\$3.32	\$0.0690	2.16%		\$3.39	\$3.46
Southwold Water Fill Station (/m3)		\$3.55	\$3.70	\$0.0690	1.94%		\$3.78	\$3.85
Dutton Dunwich (/m3)		\$2.23	\$2.30	\$0.1040	4.65%		\$2.35	\$2.40
water quarterly charge		\$56.55	\$58.93	4.20%			\$60.10	\$61.31
water consumption		\$3.200	\$3.321	3.78%			\$3.387	\$3.455
water consumption fill station		\$3.554	\$3.703	4.20%			\$3.777	\$3.852
Resulting Rate Increases continued								
Total Rate to Charge Dutton Dunwich for water pulled through		\$203,258.4352	\$200,269.2102				\$274.5944	\$280.0863
Development and Growth assumptions		2025	2026				2027	2028
In-fill / Rural		5	5				5	5
DHP phase I		0	0				0	0
DHP phase II		0	0				0	0
DHP Condo		0	0				0	0
Enclave		0	0				0	0
Enclave Condo			0				0	0
Woodland		0	0					0
DHP Shedden Meadows			5					
Florence Court			0				0	0
Southside		0	0				0	0
Farhi		5	5				5	5
Total anticipated development		10	15				10	10

<u>Consumption assumptions</u>		<u>2025</u>	<u>2026</u>				<u>2027</u>	<u>2028</u>
estimated household consumption		355,928	362,060				361,640	361,640
(note increases based on average occupancy mid-year)								
<u>Total Connection assumptions</u>		<u>2025</u>	<u>2026</u>				<u>2027</u>	<u>2028</u>
estimated households		1,816	1,850				1,850	1,850
Urban/Development Connections		2	10				4	4
Rate		\$5,400.00	\$5,626.80				\$5,400.00	\$5,626.80
Urban/Development Connections		5	0				0	0
Rate		\$5,400.00	\$5,400.00				\$5,400.00	\$5,400.00
Rural Connections		3	5				3	4
Rate		\$10,800.00	\$11,253.60				\$11,253.60	\$0.00

2026 Water Capital - Not Raised from Tax Levy

Capital Items and Projects	Budget	Funding Source		Notes
		Reserve	Other	
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				
Sample station replacement (OCWA)	\$10,000	\$10,000		Water Reserve
PRV & 2 inch by-pass-Fingal/John Wise	\$17,500	\$17,500		Water Reserve
Autoflusher replacement-Iona Road	\$25,000	\$25,000		Water Reserve
Clow Smart Hydrants (2 additional)	\$20,000	\$20,000		Water Reserve
2026 Total	\$72,500	\$72,500	\$0	
2027 Capital				
Sample station replacement	\$10,000	\$10,000		Water Reserve
2027 Total	\$10,000	\$10,000	\$0	
2028 Capital				
2028 Total	\$0	\$0	\$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
2029 Total	\$133,122	\$133,122	\$0	
2030 Capital				
2030 Total	\$0	\$0	\$0	
2031 Capital				
2031 Total	\$0	\$0	\$0	

Wastewater Operating

Account	2025 YTD	2025 Budget	2026 Forecast	\$ Variance	% Variance	Notes	2027 Forecast	2028 Forecast
Talbotville								
Revenue								
Talbotville Sanitary Connection Fees	(\$130,419)	(\$96,000)	(\$100,032)	(\$4,032)	4.20%		(\$200,064)	(\$200,064)
Talbotville Per HH Flat Rate	(\$77,296)	(\$92,960)	(\$98,886)	(\$5,925)	6.37%		(\$103,072)	(\$108,137)
Talbotville Per M3 Rate	(\$190,452)	(\$192,201)	(\$246,271)	(\$54,070)	28.13%		(\$290,707)	(\$304,993)
Transfer from Talbotville Sewer Reserve	\$0	\$0	\$0	\$0	0.00%			
Total Revenue	(\$398,167)	(\$381,162)	(\$445,189)	(\$64,027)	16.80%		(\$593,843)	(\$613,195)
Expenses							Inc. operating due to plant exp:	
Wages		\$122,677	\$120,835	(\$1,842)	-1.50%	New - allocation of staff time	\$123,252	\$125,717
Overhead		\$38,669	\$35,844	(\$2,825)	-7.31%		\$36,561	\$37,292
Roads Labour Allocation(Site Maint)		\$0	\$0	\$0	0.00%		\$0	\$0
Roads Machine Time Allocation(Site Maint)	\$564	\$0	\$0	\$0	0.00%		\$0	\$0
Training		\$325	\$335	\$10	3.00%		\$341	\$348
Utilities	\$34,381	\$59,000	\$60,770	\$1,770	3.00%	Based on Prior Year Actuals	\$61,985	\$63,225
Consummables, Chemicals	\$55,615	\$50,000	\$30,000	(\$20,000)	-40.00%	Consumables, Chemicals (+30%), supplies	\$30,600	\$31,212
Property Tax PIL	\$5,473	\$5,600	\$5,768	\$168	3.00%	Based on Actuals	\$5,883	\$6,001
Property Maintenance	\$3,667	\$3,000	\$7,500	\$4,500	150.00%		\$7,650	\$7,803
Computer Support	\$897	\$2,500	\$2,575	\$75	3.00%		\$2,627	\$2,679
Telephone/Internet	\$1,635	\$2,600	\$2,678	\$78	3.00%	Starlink internet, cell phone	\$2,732	\$2,786
Insurance	\$4,474	\$4,331	\$4,474	\$143	3.29%	Replacement value for WWTP updated	\$4,563	\$4,655
Legal	\$0	\$1,050	\$1,050	\$0	0.00%		\$1,071	\$1,092
System Maintenance	\$5,790	\$22,800	\$14,300	(\$8,500)	-37.28%	Based on OCWA recommendations	\$14,586	\$14,878
Memberships & Subscriptions	\$145	\$0	\$300	\$300	0.00%	employee certifications	\$306	\$312
Misc	\$0	\$1,100	\$1,100	\$0	0.00%		\$1,122	\$1,144
						Other contracted service ie. Waste Coll, Generator		
Contracted Services	\$7,632	\$5,150	\$5,305	\$155	3.00%	Insp, Driveway snow removal, etc.	\$5,411	\$5,519
OCWA Contract	\$101,797	\$101,797	\$119,197	\$17,400	17.09%	OCWA agreement updated 2026	\$121,581	\$124,013
OCWA Extra/Out of Scope	\$49,404	\$47,741	\$49,173	\$1,432	3.00%	Based on Prior Years	\$50,156	\$51,159
Wastewater Testing	\$8,931	\$6,365	\$8,900	\$2,535	39.82%	Based on Actuals	\$9,078	\$9,260
Plans and studies	\$0	\$5,305	\$0	(\$5,305)	-100.00%	Misc Studies, engineering	\$0	\$0
Replace Activated Carbon - Screening Room	\$0	\$2,833	\$2,000	(\$833)	-29.39%	\$5,000 every other year, annualized to \$2,500	\$2,040	\$2,081
Cleaning Raw Equalization Tanks	\$5,725	\$10,000	\$12,000	\$2,000	20.00%		\$12,240	\$12,485
Membrane Cleaning	\$26,730	\$25,000	\$25,000	\$0	0.00%		\$25,500	\$26,010
Sludge/Biosolids Removal	\$8,649	\$13,390	\$0	(\$13,390)	-100.00%	Sludge press operational-part of OCWA contract	\$0	\$0
Disolved Oxygen/pH Meter/Probe Repl	\$0	\$5,000	\$5,000	\$0	0.00%	annualized to \$5,000	\$5,100	\$5,202
Cassette Replacement	\$2,592	\$2,000	\$2,000	\$0	0.00%		\$2,040	\$2,081

Account	2025 YTD	2025 Budget	2026 Forecast	\$ Variance	% Variance	Notes	2027 Forecast	2028 Forecast
Equipment Failure/Replacement Contingency	\$5,895	\$10,000	\$10,000	\$0	0.00%	items not planned for such as possible equipment, failure(blowers, motors, pumps,switches)	\$10,200	\$10,404
Transfer to Reserve and Unfunded Capital		\$0	\$100,032	\$100,032	0.00%		\$200,064	\$200,064
Total Expenses	\$329,996	\$548,232	\$626,135	\$77,903	14.21%		\$736,689	\$747,422
Net Operating (Revenue)/Expense	(\$68,171)	\$167,071	\$180,946	\$13,875	8.30%		\$142,846	\$134,227
Accumulated Operating Deficit								
Talbotville System	\$1,666,260	\$1,794,071	\$1,975,017				\$2,117,863	\$2,252,090

Account	2025 YTD	2025 Budget	2026 Forecast	\$ Variance	% Variance	Notes	2027 Forecast	2028 Forecast
Shedden								
Revenue								
Shedden Connection Fees		\$0	(\$100,032)	(\$100,032)	0.00%		\$400,128	\$400,128
Shedden Per HH Flat Rate		\$0	(\$361)	(\$361)	0.00%		\$5,154	\$14,268
Shedden Per Cubic Meter		\$0	(\$3,595)	(\$3,595)	0.00%		\$14,535	\$29,652
Total Revenue		\$0	(\$103,988)	(\$103,988)	0.00%		\$419,817	\$444,048
Expenses								
Haulage		\$0	\$33,000	\$33,000	0.00%	haulage prior to WWTP in operation		
Transfer to sewer reserve		\$0	\$0	\$0	0.00%			
Total Expenses		\$0	\$33,000	\$0	0.00%			
Reserve for Shedden								
Ferndale/Lynhurst								
Revenue								
Ferndale Monthly	(\$40,016)	(\$48,489)	(\$49,659)	(\$1,170)	2.41%	Offset below	(\$50,653)	(\$51,666)
Ferndale Per Cubic Meter	(\$52,054)	(\$83,496)	(\$86,399)	(\$2,903)	3.48%	Offset below - to St. Thomas	(\$89,855)	(\$93,449)
Lynhurst Monthly (from St. Thomas)		(\$13,300)	(\$14,147)	(\$847)	6.37%	Offset below	(\$14,430)	(\$14,719)
Sewer Investment Income	\$0	(\$2,000)	(\$2,000)	\$0	0.00%	Reserve Interest - offset below with Transfer to Reserve	(\$2,000)	(\$2,000)
Total Revenue	(\$92,070)	(\$147,285)	(\$152,206)	(\$4,921)	3.34%		(\$156,938)	(\$161,834)
Expenses								
Ferndale Per Cubic Meter to St. Thomas	\$82,238	\$83,496	\$86,399	\$2,903	3.48%	To St. Thomas	\$89,855	\$93,449
Transfer to sewer reserve	\$63,789	\$63,789	\$65,807	\$2,018	3.16%	Ferndale, Lynhurst, Investment from above	\$67,083	\$68,384
Transfer to Capital Projects		\$0	\$30,000	\$30,000	0.00%			
Total Expenses	\$146,027	\$147,285	\$182,206	\$34,921	23.71%		\$156,938	\$161,834
Reserve for Ferndale/Lynhurst	(\$601,832)	(\$805,820)	(\$784,038)				(\$940,975)	(\$1,102,809)
Net Reserves - Sanitary	\$1,064,428	\$988,251	\$1,190,980				\$1,176,888	\$1,149,281

Account	2025 YTD	2025 Budget	2026 Forecast	\$ Variance	% Variance	Notes	2027 Forecast	2028 Forecast
Inputs/Assumptions								
340 Talbotville Connections								
10 New connections Talbotville/Shedden								
172 Connections Ferndale								
168 m3 per HH as per Water/Wastewater Study								
Rates as per the Water/Wastewater Study								
Connections								
Talbotville		333	340				345	355
Ferndale		175	172				172	172
Lynhurst		47	49				49	49
Shedden							5	25
Fingal								
Growth (calc. based on 6 months)								
Talbotville		5	5				10	10
Talbotville - Other		0	0					0
Ferndale			0					
Lynhurst		2	0					
DHP Shedden Meadows			5				20	20
Fingal								20
HH m3 Water Consumption		168	168				168	168
HH/Month		23.09	24.06				24.54	25.03
m3 Rate Talbotville		3.41	4.28				4.94	5.04
m3 Ferndale (to St. Thomas)		2.84	2.99				3.11	3.23
Talbotville Connection Fees		\$96,000.00	\$100,032.00				\$200,064.00	\$200,064.00
Shedden Connection Fees			\$100,032.00				\$400,128.00	\$400,128.00
Fingal Connection Fees								\$400,128.00
Talbotville / HH Flat Qtrly		\$92,960.34	\$98,885.70				\$103,072.10	\$108,137.35
Talbotville m3		\$192,201.24	\$246,271.20				\$290,707.20	\$304,993.38
Total Talbotville		\$285,161.58	\$345,156.90				\$393,779.30	\$413,130.74
Ferndale HH		\$48,489.00	\$49,659.39				\$50,652.57	\$51,665.63
Ferndale M3 (to St. Thomas)		\$83,496.00	\$86,399.04				\$89,855.00	\$93,449.20
Total Ferndale		\$131,985.00	\$136,058.43				\$140,507.58	\$145,114.83
Lynhurst HH (from St. Thomas)		\$13,299.84	\$14,147.15				\$14,430.09	\$14,718.70

Account	2025 YTD	2025 Budget	2026 Forecast	\$ Variance	% Variance	Notes	2027 Forecast	2028 Forecast
Shedden HH Flat Qtrly			\$360.90				\$5,153.60	\$14,268.12
Shedden m3			\$3,595.20				\$14,535.36	\$29,652.13
Total Shedden			\$3,956.10				\$19,688.96	\$43,920.26
Fingal HH Flat Qtrly								\$3,003.82
Fingal m3								\$8,472.04
Total Fingal								\$11,475.85
Total Revenue		\$430,446.42	\$499,318.57				\$548,716.97	\$572,964.26

Wastewater System Capital Forecast					
			Funding Source		
Capital Items and Projects	Budget		Reserve	Other	Notes
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
Upgrade to Zeeweed	\$215,000		\$215,000		Reserve
2026 Total	\$20,215,000		\$215,000	\$20,000,000	
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	
2028 Capital					
2028 Total	\$0		\$0	\$0	
2029 Capital					
Membrane Pump Discharge Check Valves	\$5,000		\$5,000		Reserve
2029 Capital	\$5,000		\$5,000	\$0	



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: December 8, 2025

PREPARED BY: Sandy Lale, Deputy CBO

REPORT NO: CBO 2025-25

SUBJECT MATTER: Activity report for November 2025

Recommendation:

1. None – For Council Information.

Purpose:

The update Council on monthly activities since last report.

Background:

1. 2023/2025 Capital Project Process:

2023		
Projects	Budget	Status/Comment
Parks		
Corsley Park parking lot widening	\$10,000.00	
Dog waste bins and signage	\$2000.00	
Park benches	\$16,000.00	Ongoing
2025		
Township Office		
Security Upgrades	\$40,000	Quote received installation pending
Parks		
Walking trails conversion to concrete	\$5,000.00	
Lawnmower	\$30,000.00	Received
Parks and Trails Master Plan – funded through Green Lane Community Trust Fund	\$47,600.00	In Progress

Corsley Park sanitary Connection	\$30,000.00	
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Comments/Analysis Building:

See attached Schedule A for the building permit 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:

Sandy Lale
Deputy CBO

Approved for submission by:

Jeff Carswell
CAO/Clerk

				Township of Southwold			
				Permit Comparison Summary			
				Issued For Period November 2025			
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	18	5,709	938,500	Accessory structures	33	12,629	1,674,800
Agricultural	7	25,515	3,095,000	Agricultural	9	11,331	2,492,421
Change of Use	1	225	7,000	Change of Use			
Commercial	1	1,200	100,000	Commercial	2	56,822	4,736,042
Demolition	11	1,860	184,921	Demolition	3	1,100	31,000
Heating				Heating			
Industrial Building	3	1,520	349,999	Industrial Building	3	12,584	4,461,900
institutional Building				institutional Building	1	36,000	3,000,000
Miscellaneous	5	870	256,624	Miscellaneous	2	686	202,000
Plumbing	10	1,850	112,499	Plumbing	4	600	26,500
Pools	8	2,585	640,000	Pools	10	1,650	580,320
Residential Building	24	54,641	10,915,868	Residential Building	39	53,419	15,342,805
Sewage System	16	8,500	436,400	Sewage system	23	11,800	536,400
Signs	2	330	44,000	Signs	5	750	
Combined Use	1	6,855	840,000	Combined Use			
TOTAL	107	111,660	17,920,811	TOTAL	134	199,371	33,084,188

Current Year				Previous Year			
TOTAL PERMIT ISSUED		107			134		
TOTAL DWELLING UNITS CREATED		20			20		
TOTAL PERMIT VALUE		17,920,811			33,084,188		
TOTAL PERMIT FEE		111,660			199,371		
TOTAL INSPECTION COMPLETED(YTD)		1247			1469		

November 2024 Compared to November 2025							
Current Year				Previous Year			
	PERMIT COUNT	FEE	COST OF CONSTRUCTION		PERMIT COUNT	FEE	COST OF CONSTRUCTION
Accessory structures	2	380	56,000	Accessory structures	2	477	80,000
Agricultural				Agricultural	1	1,249	550,000
Change of Use				Change of Use			
Commercial				Commercial			
Demolition	1	180	15,000	Demolition			
Heating				Heating			
Industrial Building				Industrial Building			
institutional Building				institutional Building			
Miscellaneous				Miscellaneous			
Plumbing	1	180	48,999	Plumbing			
Pools				Pools		150	
Residential Building	1	3,615	1,000,000	Residential Building	3	2,749	466,130
Sewage System	1	580	60,000	Sewage System	2	1,000	25,000
Signs				Signs			
Combine Use				Combined Use			
TOTAL	6	4,935	1,179,999	TOTAL	8	5,625	1,121,130



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: December 8, 2025

PREPARED BY: June McLarty, Deputy Clerk

REPORT NO: DPC 2025-06

SUBJECT MATTER: Seniors Community Grant Submission Request

Recommendation:

1. That Council hereby approves the grant submission for the Senior Community Grant 2026-27 stream, funded by the Ministry of Seniors and Accessibility, up to \$25,000.

Purpose:

The purpose of this report is to seek approval from Council for a submission from Southwold's Young at Heart Committee to the Senior Community Grant.

Background:

The Seniors Community Grant from the Ministry for Seniors and Accessibility provides a non-profit or municipality with up to \$25,000 to ensure aging populations live independently, live with safety and security, stay connected to their community, avoid isolation, and achieve greater financial security and social connections.

Comments/Analysis:

This grant would provide the Young at Heart Committee with funding to cover the costs of creating a fitness program for seniors. This grant would also provide funding for speakers and information sessions that would be of interest to the seniors and young at heart in the community. In accordance with the SCG guidelines, these additions would directly contribute to seniors' positive relationships in the community, avoid and limit isolation, and foster greater social connections.

Financial Resource Implications:

Quotes are being obtained by committee members on the costs to run the fitness program, including having an instructor. The costs for speakers and information

sessions will depend on the topic. Future funding for the fitness program may need to be included in budget deliberations for the committee.

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:

June McLarty
Deputy Clerk

Approved for submission by:

Jeff Carswell
CAO/Clerk



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: December 8, 2025

PREPARED BY: Jeff Carswell, CAO/Clerk

REPORT NO: CAO 2025-64

SUBJECT MATTER: CAO/Clerk Activity Report – November 2025

Recommendation:

1. None – For Council Information.

Purpose:

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

Meetings/Events:

Following are several highlights for October:

- Senior Management and Staff Meetings
- Southwold Economic Development Committee Meeting
- Planning Pre-consultations
- Planning – Monthly Check-in with County
- JHSC
- Emergency Management Exercise and Training
- Volunteer Appreciation Dinner
- Various meetings re: Burwell Road
- Asset Management Meetings
- Staff and Council Budget Meetings
- Website Update Meeting with IT Services and Partner Municipalities
- Elgin County CAO Meeting

Recruitment/Staffing:

Internal Public Works Lead Hand positions have been posted.

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 – SUCCESSFUL – 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 – Funding of \$16,460.90.
- Community Sport and Recreation Infrastructure Grant – Corsley Park Trails (additional, paving & amenities) - UNSUCCESSFUL
- Flood Hazard and Identification Mapping Program – SUCCESSFUL – Application Submitted by LTVCA with Southwold support. Township contribution from Green Lane \$67,500, LTVCA \$15,000, Grant \$82,500.
- Canada Housing Infrastructure Fund (CHIF) – WAITING – Talbotville Wastewater Treatment Plant – Application Submitted with assistance from Colliers
- Municipal Housing Infrastructure Program – WAITING – Health and Safety Water Stream (MHIP-HSWS) – Provincial CHIF Stream – Talbotville Wastewater Treatment Plant – Application will be based on Federal CHIF – Application submitted with assistance from Colliers – budget was available from prior CHIF
- Rural Ontario Development (ROD) – WAITING – Application for an updated Community Economic Development Plan was submitted by staff. Program guidelines indicate that funding decisions will be made within 3 months (December 24th). There are additional intakes over 2026 and 2027 for the program.
- 2026-27 Seniors Community Grant Program – The Seniors Community Grant (SCG) Program provides grants up to \$25,000 for projects that promote greater social inclusion, volunteerism and community engagement for older adults. Applications are accepted until Thursday, December 18th, 2026. The Deputy Clerk, in conjunction with the Young at Heart Committee will review this program and determine whether they can develop a project for an application.

Shared Services

Planning services from the County of Elgin continue to run smoothly. County staff have been in the Fingal Office on Mondays, but residents can meet with them on other days at the County building. Staff are available to Southwold every day. We have initiated a monthly check-in meeting with all involved in the planning process to address any issues and ensure consistent, high-quality service. This will also ensure we take time to discuss and plan upcoming planning initiatives and projects.

Fire, Building, Drainage and GIS/AM Shared Services continue to operate smoothly with no issues being raised by our municipal partners, Dutton-Dunwich and West Elgin.

Policy Development

Policies and procedures are at various stages of development and will be brought forward for approval when ready. The high level of activity with other projects has slowed work in this area. 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. There have also been some updates to the OHSA that will require policy updates. Pitman Safety Solutions will be assisting with these new requirements.

2025 Budget and Projects:

Staff are continuing to plan out and implement the various projects and programs approved in the 2025 budget. Several projects from 2024 remain in progress.

Project	Budget	Status/Comments
<i>Carried forward from 2024</i>		
Laserfiche Accounts Payable Workflow	\$20,000	The Workflow has been implemented and is in use.
HR / H&S Policy and Program Updates/Improvements	\$5,000	In progress with contracted external assistance. An initial audit and workplan to reach compliance is being completed. Funding from the WSIB Rebate is being applied to this project.

Project	Budget	Status/Comments
2025		
Website Hosting – Forced Update	\$15,000	Existing website provider is indicating the need to upgrade to the newest platform – impact and alternatives being investigated – moved to 2026 Budget
Council Chamber Renewal	\$20,000	Project scope and tasks to be determined. Concept for end wall circulated to Council.

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



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: December 8, 2025

PREPARED BY: Jeff Carswell, CAO/Clerk

REPORT NO: CAO 2025-65

SUBJECT MATTER: Close parts of Fairground, Spicer and Teetzel Streets

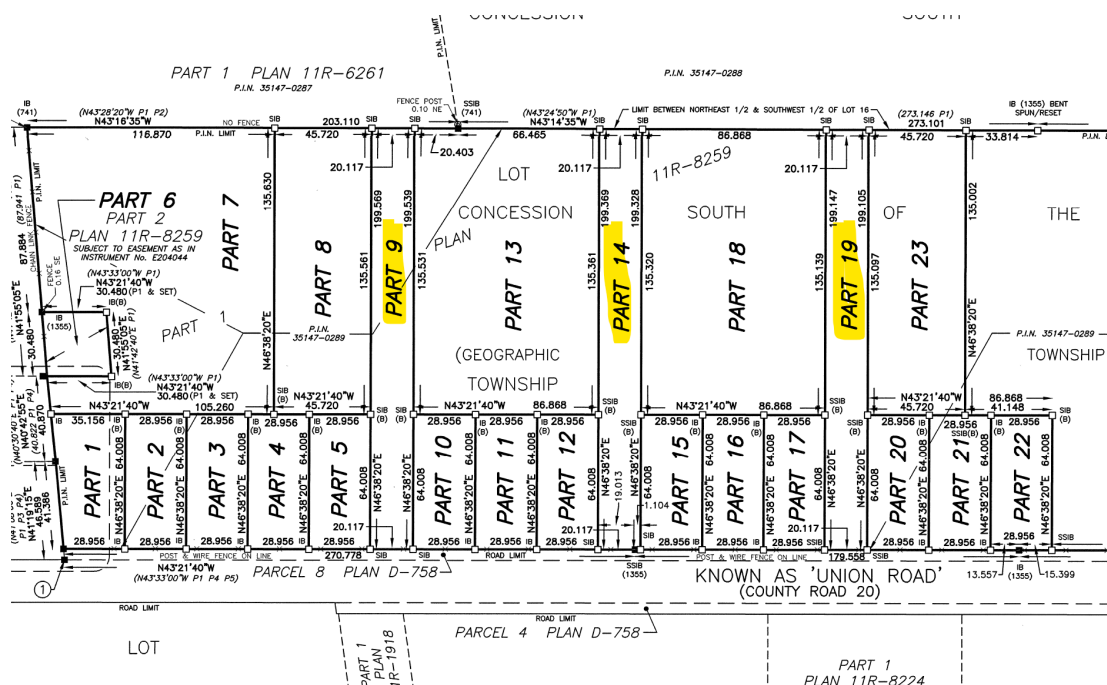
Recommendation:

1. That Council pass draft By-law 2025-74 to close portions of Fairground, Spicer and Teetzel Streets.

Background:

The Township declared the Teetzel property surplus and issued an RFP for the disposal of the property. The successful proponent was Domus Developments. Closing of the sale was contingent upon various milestone associated with development of the sanitary sewer system.

When Fairground, Spicer and Teetzel Streets were originally laid out, they were opened from Union Road to the east side of the property. See Parts 9, 14 and 19 below.



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

Municipality of West Elgin
Municipality of Dutton-Dunwich
Township of Southwold
Municipality of Central Elgin
Township of Malahide
Municipality of Bayham

November 28, 2025

Re: Request for Proposals – Administrative Support and Financial Management Services for the Elgin OPP Detachment Board

Dear Member Municipalities,

As you are aware, recent direction from the Inspectorate of Policing has clarified that the financial management function of the Elgin OPP Detachment Board must be administered by one of the Board's member municipalities. Specifically, the municipality providing this service must utilize its own Canada Revenue Agency (CRA) number to issue payroll for Board members. Because the County of Elgin is not a member of the Elgin OPP contract, it is no longer able to provide this service on behalf of the Board.

Following the Board meeting on September 30, 2025, I wrote to each of your municipalities requesting proposals to assume the Board's financial management responsibilities. No proposals were received by the time of our November 19, 2025, meeting.

During that meeting, the Board considered feedback received from municipal representatives and administrative staff. It became clear that separating administrative support and financial management between different organizations would create unnecessary inefficiencies. These two functions are closely interdependent and are most effectively delivered together by a single provider.

For this reason, the Board has decided to combine both the administrative support services and the financial management responsibilities into one contract and to re-issue a revised request for proposals to member municipalities.

We are therefore inviting submissions from any interested member municipality willing to assume responsibility for both of these essential Board support functions.

Below is a non-exhaustive list of duties associated with the administration of the Board:

1. **Meeting Management:** Prepare agendas, coordinate attendance, arrange meeting logistics (in-person and virtual), ensure quorum, record and transcribe minutes, and post agendas/minutes online.
2. **Board Governance:** Liaise with the Chair, Board Members, and Municipal Liaisons to ensure adherence to terms of reference, procedures, policies, and legislation.

3. **Records Maintenance:** Create, update, and manage Board records, correspondence, policies, and member information.
4. **Administrative Support:** Conduct research, prepare reports, briefing memos, policies, correspondence, and assist with recruitment, onboarding, and related Board administration. Arrange for Conference attendance.
5. **Financial Management:** Develop annual budget, monitor Board expenditures, administer payroll for Board Members, look after accounts payable and receivable.
6. **Training and Communication:** Maintain knowledge of relevant legislation, communicate with councils, municipal staff, and the public, participate in required training, and represent the Board at meetings or conferences as needed.

Based on discussions with other Detachment Boards of similar size it is estimated that this work can require up to 20 hours per month, with a few more hours expected at the onset for onboarding and transition from the County's operations.

Proposals should include:

- A brief description of your municipality's capacity, interest, and experience in delivering these services for the Board.
- An estimate of yearly cost (approximate upper limit amount, based on estimated number of hours needed to perform the tasks listed above and the proposed hourly rate).

Please submit proposals no later than **January 16, 2026**, to both:

- Dave Jenkins, Chair, Elgin OPP Detachment Board (dmjenkins95@gmail.com)
- Katherine Thompson, Manager of Administrative Services/Deputy Clerk, County of Elgin (kthompson@elgin.ca)

I would like to thank you in advance for your willingness to consider submitting a proposal to provide administrative support and financial Management to the Elgin OPP Detachment Board. The Board plays an important role in our communities by providing local civilian oversight of the Ontario Provincial Police and serving as a liaison between residents and law enforcement to ensure accountability, transparency, and responsiveness. Your support in assuming these responsibilities is essential to maintaining the Board's effective operation, and we are grateful to any municipality prepared to step forward and assist in sustaining this important work.

Sincerely,



Dave Jenkins

Chair, Elgin OPP Detachment Board
dmjenkins95@gmail.com

Municipality of West Elgin
Municipality of Dutton-Dunwich
Township of Southwold
Municipality of Central Elgin
Township of Malahide
Municipality of Bayham

October 7, 2025

Re: Request for Proposals – Financial Management Services for the Elgin OPP Detachment Board

Dear Member Municipalities,

I am writing to you in my capacity as Chair of the Elgin OPP Detachment Board to formally request proposals from interested municipalities willing to assume financial management role on behalf of the Board.

OPP Detachment Boards are not recognized as standalone entities by the Canada Revenue Agency (CRA) and therefore cannot obtain a business number to operate independently. As such, the Inspectorate of Policing has advised that one of the partner municipalities must manage the Board's financial operations using that municipality's business number.

Until now, the County of Elgin has provided financial administration support to the Board. However, as the County is not a member of the Detachment Board, it is no longer in a position to continue in this role.

We are therefore seeking proposals from our member municipalities who are interested in assuming the following financial responsibilities:

- Processing payroll and expenses for Board five (5) members
- Managing the Board's bank account
- Developing and presenting an annual operating budget (see a sample, previous budget for a scope of complexity, attached) and an annual financial report (budget and actual).
- Accounts payable and accounts receivable functions (see sample budget for scope, minimal number of transactions per year).

The proposal should include:

- A brief description of your municipality's capacity, interest, and experience in delivering these services for outside organizations.
- An estimate of yearly cost (approximate upper limit amount, based on estimated number of hours needed to perform the tasks listed above and the proposed hourly rate).

Please submit proposals no later than November 10, 2025, to both:

- Dave Jenkins, Chair, Elgin OPP Detachment Board (dmjenkins95@gmail.com)
- Katherine Thompson, Manager of Administrative Services/Deputy Clerk, County of Elgin (kthompson@elgin.ca)

We appreciate your attention to this important matter and thank you in advance for your consideration. Your support is critical to ensuring the continued effective operation of the Elgin OPP Detachment Board.

Sincerely,

Dave Jenkins

Chair, Elgin OPP Detachment Board
dmjenkins95@gmail.com

Elgin Group Policing

Police Services Board Budget

Not Final

	Budget 2023 (36,235)	Budget 2022 (35,880)	YTD Actual 2022 (33,156)	Budget 2021 (36,538)	Actual 2021 (36,997)	Budget 2020 (35,875)	Actual 2020 (34,959)
Recoveries							
Total Revenue	(36,235)	(35,880)	(33,156)	(36,538)	(36,997)	(35,875)	(34,959)
Wages	9200	9200	9000	9,200	9,200	9,200	8,450
Benefits			417	0	424	0	370
Total Wages & Benefits	9,200	9,200	9,417	9,200	9,624	9,200	8,820
Mileage	2000	2000		2,000		2,000	
Travel-Other	430	430		430		430	
Development	14000	14000	396	14,000	1,045	14,000	2,141
Purchased Services (RIDE)			11329	0	13,254	0	13,539
Project Costs		0	500	1,000	1,000	1,000	
Miscellaneous	10605	10250	11513.63	9,908	12,074	9,245	10,459
Total Operating Costs	27,035	26,680	23,739	27,338	27,373	26,675	26,139
Net Income Total*	0	0	(0)	0	0	0	0

*Balance of costs billed back to Municipal Partners at year end by % of Households

The Township of Southwold Waiving of Facilities Fees Application Form



Township of Southwold

35663 Fingal Line

Fingal, ON N0L 1K0

Phone: 519-769-2010

Fax: 519-769-2837

communications@southwold.ca

Name of Event:			
Tuesday night Scout meetings			
Name of Group or Organization			
1st Shedden Scout Group			
Primary & Secondary Contact Person		Purpose of Event	
Scott Young		Scouting for youth	
Contact Address			Postal Code
[REDACTED]			[REDACTED]
Phone # Primary / Secondary		Email / Website:	
[REDACTED]		[REDACTED]	
Not for Profit # or Charitable Organization Registration #:		107761694RR0028	
Activity or Event Information			
Fees to be Waived (ie: facility rental)		Week night facility rental fees	
Date and Times:		Every Tuesday night Jan-June and Sept-Dec	
Number of People expected:		45	Admission Fee: (If applicable)
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?
1st Shedden Scout Group will enhance community services and recreation by offering programming that will serve the community through garbage clean up, connecting local families and building relationship with youth in the Southwold area.

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.

1st Shedden Scout Group will provide garbage clean up, engage the community through fundraising initiatives such as apple day, provide a safe space for youth of various ages to grow and adventure as an individual and as a group and will endeavour to serve the community in other varying capacities including participation in Winterfest, the Fingal Parade etc.

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

We would need to pass rental fees onto the families of the youth attending.

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

No. The fundraising done is to offset the cost of camping and equipment, not the fees associated with a meeting place.

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

We have been accessible to all youth in Elgin county. Scouts Canada also has membership discounts for those that can not afford to pay.

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

The Township of Southwold Waiving of Facilities Fees Application Form



Township of Southwold

35663 Fingal Line

Fingal, ON NOL 1K0

Phone: 519-769-2010

Fax: 519-769-2837

communications@southwold.ca

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

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

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

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

Ineligibility

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

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

Application Checklist

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

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

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

Township of Southwold,
Attention: Community Services & Communications Clerk
35663 Fingal Line
Fingal, ON NOL 1K0
Fax: 519-769-2837

or by email: communications@southwold.ca

Authorization for Application Scott Young

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:	Scott Young	Title:	Group Contact
Signature:		Date:	2025-12-02

Posting

Good afternoon Mayor Jones,

I hope all is well. It's been a while since we connected.

I wanted to advise that Solid Waste Management Services Division recently brought forward a Report to Council providing updates on the Green Lane Landfill Renewable Natural Gas project. The report was adopted by Council on October 8 and 9, 2025 without amendments. For reference, the report can be accessed at this link: [Agenda Item History - 2025.IE24.6](#).

Within this report, it is noted that the City remains committed to meaningful engagement with local First Nation communities and continuing to foster and strengthen these relationships. In support of this commitment, SWMS is partnering with the City's Indigenous Affairs Office (IAO) to enhance the division's Indigenous engagement.

A new position (Manager, Partnerships & Community Relations) has been created and has now been posted on the City of Toronto employment website.

[Manager, Partnerships & Community Relations Job Details | City of Toronto](#)

<https://jobs.toronto.ca/jobsatcity/job/Toronto-Manager%2C-Partnerships-&-Community-Relations-ON-M6S-0A1/597378117/>

The posting will be up December 5, 2025.

We would expect the person hired to be spending a significant amount of time in the Green Lane Landfill area.

I am passing this on to you in case you know of anyone that may be interested in applying.

If you want to connect on anything, please feel free to give me a call.

Thanks,
Nadine

Nadine Kerr (she/her/hers)
Director, Transfer Stations & Landfill Operations
Solid Waste Management Services
O 416-392-2447
C 416-882-2373

Administrative Assistant
Asaysha Pallotta
Asaysha.Pallotta@toronto.ca



Green Lane Landfill Renewable Natural Gas Project Update

Date: September 9, 2025

To: Infrastructure and Environment Committee

From: General Manager, Solid Waste Management Services

Wards: All

SUMMARY

The City's Green Lane Landfill (GLL) produces landfill gas. The regulated practice for managing this gas is to capture and flare it, which does not take advantage of the gas' green energy potential. To realize this potential, the City has been working with Enbridge Gas Ontario (Enbridge) on a project to turn the landfill gas into renewable natural gas (RNG), a renewable energy that can be used to fuel vehicles or heat buildings.

As part of an agreement with the City, Enbridge was to be responsible for the design and construction of the RNG facility as well as its operation and maintenance for the first 15 years. Additionally, the City had required that Enbridge provide the three First Nations in close proximity to GLL with an opportunity to invest in the equity of the project in order to generate benefits for their communities.

The project recently completed its pre-design phase which included a feasibility study. On July 3, 2025, the City received a letter from Enbridge stating that based on the feasibility study, Enbridge no longer wishes to proceed with the project and is terminating its agreement with the City. As a result, the project cannot go forward as originally intended.

The purpose of this report is to provide an update on the project and Solid Waste Management Services (SWMS) intention to explore alternative avenues to beneficially use the landfill gas produced at GLL. It is also to advise of SWMS' intention to partner with the City's Indigenous Affairs Office to enhance the division's Indigenous engagement.

RECOMMENDATIONS

The General Manager, Solid Waste Management Services recommends that:

1. The Infrastructure and Environment Committee receive this report for information.

FINANCIAL IMPACT

There are no immediate financial impacts resulting from the adoption of the recommendation in this report.

Future financial impacts will include the following and are yet to be determined.

SWMS intends to continue to make capacity funding available to the three First Nations in close proximity to Green Lane Landfill through its Capital Budget to support their continued participation in the landfill gas utilization project with the amount to be based on any engagement plans that are established with the First Nations.

SWMS will fund a new manager position that will be established in the Indigenous Affairs Office through its Operating Budget.

The Chief Financial Officer and Treasurer have reviewed this report and agrees with the financial impact information.

DECISION HISTORY

At its meeting on June 14 and 15, 2023, City Council adopted Item IE4.2 entitled "Landfill Gas to Renewable Natural Gas Project and Future Potential Renewable Energy Opportunities at the Green Lane Landfill" and authorized the General Manager, Solid Waste Management Services to enter into agreements necessary to investigate, evaluate, produce, manage, distribute, use and sell hydrogen and other renewable energies and associated environmental attributes and to investigate and accept external funding from all levels of government and organizations for Solid Waste Management activities including but not limited to renewable energies and landfill management. City Council also requested Solid Waste Management Services explore the feasibility and market value of hydrogen and other renewable energies that may be derived from the City's waste processing facilities.

The City Council Decision document can be viewed at:
<https://secure.toronto.ca/council/agenda-item.do?item=2023.IE4.2>

At its meeting on December 15, 16 and 17, 2021, City Council adopted Item EX.28.7 entitled "2022 Rate Supported Budgets - Solid Waste Management Services" extending the existing authority for the General Manager, Solid Waste Management Services to continue to administer the First Nations Engagement Grant Fund for the Green Lane Landfill Renewable Energy Study Project funded through the capital program for qualifying local First Nations to retain, on a verified basis, technical services such as energy, environmental and/or similar consultants to assist with the engagement process over the term of the Study and to negotiate and enter into any necessary agreements for this grant fund on terms and conditions acceptable to the General Manager, Solid Waste Management Services and in a form satisfactory to the City Solicitor.

The City Council Decision document can be viewed at:
<https://secure.toronto.ca/council/agenda-item.do?item=2021.EX28.7>

At its meeting on December 16, 17 and 18, 2020, City Council adopted Item EX.19.10 entitled "2021 Rate Supported Budgets - Solid Waste Management Services and Recommended 2021 Solid Waste Rates and Fees" and authorized the General Manager, Solid Waste Management Services to establish and manage a First Nations Engagement Grant Fund for the Green Lane Landfill Renewable Energy Study Project funded through the capital program for qualifying local First Nations to retain, on a verified basis, technical services such as energy, environmental and/or similar consultants to assist with the engagement process.

The City Council Decision document can be viewed at:
<https://secure.toronto.ca/council/agenda-item.do?item=2020.EX19.10>

At its meeting on July 28 and 29, 2020, City Council adopted Item IE14.7 entitled "Citywide Greenhouse Gas Reduction Strategy through Blending Renewable Natural Gas and Natural Gas, a Low-Carbon Fuel Option" and directed Renewable Natural Gas produced at the Dufferin and Disco Road Organic Processing Facilities be delivered by Solid Waste Management Services via the local gas utility distribution company for distribution to all enrolled City gas accounts under the City Natural Gas Purchasing Program managed by the Environment and Energy Division and to those enrolled accounts for City's agencies, boards and corporations that elect to purchase Renewable Natural Gas, at a cost per cubic metre not to exceed the amounts required to fully recover all Renewable Natural Gas capital and operating costs.

The City Council Decision document can be viewed at:
<https://secure.toronto.ca/council/agenda-item.do?item=2020.IE14.7>

At its meeting on December 17 and 18, 2019, City Council adopted Item EX11.3 entitled "2020 Rate Supported Budgets - Solid Waste Management Services and Recommended 2020 Solid Waste Rates and Fees" and authorized the Chief Financial Officer and Treasurer and the General Manager, Solid Waste Management Services and/or designate, to negotiate and enter into any new agreements, amendments of existing agreements, or acknowledgements, including on the basis of a non-competitive procurement under Municipal Code Chapter 195 (Purchasing), necessary in connection with the efforts to produce, manage, market, distribute, use and sell Renewable Natural Gas and other environmental attributes associated with Renewable Natural Gas production on terms and conditions satisfactory to the General Manager, Solid Waste Management Services and each in a form satisfactory to the City Solicitor and the Executive Director, Corporate Real Estate Management.

The City Council Decision document can be viewed at:
<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2019.EX11.3>

At its meeting on October 2 and 3, 2019, City Council adopted Item MM10.3 entitled "Declaring a Climate Emergency and Accelerating Toronto's Climate Action Plan". City Council endorsed a net zero greenhouse gas emissions target that is in line with keeping global average temperature rise below 1.5 degrees Celsius, immediately

strengthening Toronto's goal of becoming net zero before 2050 and City Council requested the Director, Environment and Energy to report back by the fourth quarter of 2020 on the feasibility of actions that could achieve net zero by 2040.

The City Council Decision document can be viewed at:

<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2019.MM10.3>

COMMENTS

Background

The City's Green Lane Landfill (GLL), closed landfill sites and organics processing facilities are some of the largest producers of landfill gas and biogas in Ontario. Biogas and landfill gas are made up primarily of methane and can be upgraded into renewable natural gas (RNG) that can be injected into the natural gas grid and used to fuel vehicles and heat buildings. RNG production has been a strategic priority for Solid Waste Management Services (SWMS) as an opportunity to advance the City's TransformTO climate action goals and the goal of moving towards a circular economy.

The City, working with Enbridge Gas Ontario (Enbridge), has installed infrastructure at the Dufferin and Disco Road Solid Waste Management Facilities that allows it to create RNG from Green Bin organics and inject it into the natural gas pipeline. As per the strategy adopted by City Council in 2020, the RNG produced at both of the Dufferin and Disco Organics Processing Facilities is being blended with the natural gas the City buys to create a lower-carbon fuel blend that is being used to power City vehicles and heat City-owned facilities, allowing for a reduction in greenhouse gas emissions across the organization. Since 2020, the City has also been working on a project to upgrade the landfill gas at GLL into RNG.

Green Lane Landfill Renewable Natural Gas Project

Toronto collects more than 800,000 tonnes of waste per year, approximately half of which is garbage that goes to Green Lane Landfill (GLL). Currently, in accordance with Ontario regulations for large landfills, the landfill gas at GLL is flared, which does not realize its renewable energy potential. In 2020, Solid Waste Management Services (SWMS) retained a consultant, GHD, to develop an approach for beneficial utilization of the GLL gas through exploration of available technologies and solutions.

In 2021, the City formed a steering committee related to the project including representation from each of the three local First Nations in close proximity to the landfill – the Oneida Nation of the Thames, Chippewas of the Thames First Nation and Munsee-Delaware Nation – and made \$100,000 dollars of grant funding available to each Nation to support its participation in the project. The steering committee developed evaluation criteria centred around environmental, social and economic impacts to help inform the study and its final recommendation, which was to produce Renewable Natural Gas (RNG).

The City entered into an agreement with Enbridge Gas Ontario (Enbridge) in 2023 to realize the project. As part of this agreement, Enbridge was to be responsible for the design and construction of the RNG facility as well as its operation and maintenance for the first 15 years. Enbridge was to finance the project with the City paying for the costs of the facility and its operation and maintenance over 15 years through a service fee to Enbridge. Additionally, the City had required that Enbridge provide the three First Nations in close proximity to GLL with an opportunity to invest in the project infrastructure in order to generate benefits for their communities.

The project, which was estimated to produce more than 24 million cubic metres of RNG and reduce greenhouse gas emissions by almost 35,000 tonnes of CO₂e per year, recently completed its pre-design phase. This phase included a feasibility study which looked at what type of technology and infrastructure would be required to upgrade the landfill gas to RNG and the associated overall construction and operating costs of the project. The study indicated that the costs for the project would be approximately double those originally estimated by Enbridge. The increase in costs can be attributed to changing market conditions and the composition of the landfill gas and technology required to upgrade it.

On July 3, 2025, the City received a letter from Enbridge stating that based on the feasibility study, Enbridge no longer wished to proceed with the project and was terminating its agreement with the City, which was allowable at this stage of the project. As a result of this, the project cannot go forward as originally intended.

This does not impact the Dufferin and Disco Road Organics Processing Facility RNG projects, which are already constructed and will continue as per the existing agreements with Enbridge. As per City Council direction, the City will continue to self-consume the RNG from these projects to help heat buildings and fuel fleet, reducing greenhouse gas emissions across the corporation.

Exploration of Alternative Options for Beneficial Use of Landfill Gas

While capturing and flaring landfill gas does reduce greenhouse gas emissions, it does not eliminate them or take advantage of the gas' green energy potential. As a result, the City will continue to explore avenues to beneficially use the landfill gas at Green Lane Landfill. In support of the City's TransformTO climate action goals, Solid Waste Management Services (SWMS) will begin to explore other avenues to beneficially use the landfill gas including but not limited to other RNG options/models, electricity generation, and other renewable energies.

Partnering with the Indigenous Affairs Office to Enhance Engagement with First Nations

Solid Waste Management Services (SWMS) has been engaging with the Oneida Nation of the Thames, Chippewas of the Thames First Nation and Munsee-Delaware Nation on matters related to Green Lane Landfill through various avenues.

The City remains committed to meaningful engagement with these communities and continuing to foster and strengthen its relationships with them. In support of this commitment, SWMS is partnering with the City's Indigenous Affairs Office (IAO) to enhance the division's Indigenous engagement. A new manager position will be established within the IAO to lead and coordinate all SWMS Indigenous-related work. This individual will be instrumental in renewing relationships between SWMS and the Oneida Nation of the Thames, Chippewas of the Thames First Nation and Munsee-Delaware Nation.

Next Steps

Solid Waste Management Services (SWMS) will begin exploring current options for beneficial use of the landfill gas at Green Lane Landfill and will report back to City Council with the results of this exploration. Additionally, SWMS will partner with the IAO to enhance the division's Indigenous engagement, working with the First Nations on a renewed relationship.

CONTACT

Matthew Caschera, Director, Infrastructure & Resource Management, Solid Waste Management Services, 416-392-3948, Matthew.Caschera@toronto.ca.

Tamara Staranchuk, Policy, Planning & Project Consultant, Infrastructure & Resource Management, Solid Waste Management Services, 416-392-1176, Tamara.Staranchuk@toronto.ca.

SIGNATURE

Matt Keliher
General Manager
Solid Waste Management Services



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2025-70

**Being a By-Law to amend By-law No. 2025-44,
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 and wastewater rate increases effective January 1, 2026;

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

AND WHEREAS it is deemed necessary and appropriate to amend By-law No.2025-44.

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

1. That By-law No. 2025-44 is hereby amended by replacing Appendix "A" to Schedule "B" with Schedule "A" attached to and forming part of this by-law.
2. That the rates as set out in Schedule "A" are effective January 1, 2026 and apply to all consumers of the Southwold water and wastewater distribution system.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND
FINALLY PASSED THIS 8th DAY OF DECEMBER, 2025.**

Mayor
Grant Jones

CAO/Clerk
Jeff Carswell

Service Type	Service Class	Description	Amount	
All	Administration Fee	Administration For Cost Recovery Jobs	15% Administration to a maximum of \$1,000 for the Administration Fee	
Storm Sewer	Stormwater Charge	Single Family Dwelling	\$16.08	per month
Storm Sewer	Stormwater Charge	Semi-detached Dwelling	\$12.06	per month
Storm Sewer	Stormwater Charge	Townhome	\$8.04	per month
Storm Sewer	Stormwater Charge	Commercial (no onsite stormwater controls)	\$268.02	per hectare per month
Storm Sewer	Stormwater Charge	Commercial/Industrial	\$214.42	per hectare per month
Storm Sewer	Private Drain Connections (PDC)	Single Detached, Semi-Detached, Duplex Dwellings - The installation or replacement of a Storm Sewer PDC to the property line in conjunction with a Township construction project that involves the construction of a Storm Sewer main. Services provided by the Engineer/Contractor for repair, replacement, installation.	Actual Cost plus 15% Administration to a maximum of \$1,000 for the Administration Fee	
Storm Sewer	Private Drain Connections (PDC)	Other Property Types - The installation or replacement of a Storm Sewer PDC to the property line in conjunction with a Township construction project that involves the construction of a Storm Sewer main. Services provided by the Engineer/Contractor for repair, replacement, installation.	Actual Cost plus 15% Administration to a maximum of \$1,000 for the Administration Fee	
Storm Sewer	Private Drain Connections (PDC)	Repair or replace existing PDC - no construction. Services provided by the Engineer/Contractor for repair, replacement, installation.	Actual Cost plus 15% Administration to a maximum of \$1,000 for the Administration Fee	
Storm Sewer	Late Payment	Applied on day following due date	5%	
Storm Sewer	Stormwater Charge	Undeveloped Land (Non-Agricultural)	\$160.81	per hectare per month
Wastewater	Connection Fee - Commercial / Industrial - based on Water Connection Service Size	25 mm (1") Water Service	\$20,006.40 plus construction costs	
Wastewater	Connection Fee - Commercial / Industrial - based on Water Connection Service Size	38 mm (1.5") Water Service	\$26,623.10 plus construction costs	
Wastewater	Connection Fee - Commercial / Industrial - based on Water Connection Service Size	50 mm (2") Water Service	\$30,322.20 plus construction costs	
Wastewater	Connection Fee - Commercial / Industrial - based on Water Connection Service Size	Over 50 mm (2") Water Service	Prorated based on connection size, plus construction costs	
Wastewater	Connection Fee - Commercial / Industrial - based on Water Connection Service Size	High Usage Water/Wastewater Users	Prorated based on connection size, plus construction costs	
Wastewater	Connection Fee	Single Family Dwelling	\$20,006.40 plus construction costs	per unit
Wastewater	Connection Fee	Semi-Detached Dwelling	\$20,006.40 plus construction costs	per unit
Wastewater	Connection Fee	Duplex	\$20,006.40 plus construction costs	per unit
Wastewater	Connection Fee	Townhouse	\$20,006.40 plus construction costs	per unit
Wastewater	Connection Fee	Row House	\$20,006.40 plus construction costs	per unit
Wastewater	Connection Fee	Other Multiple Dwelling Types with Individual Sanitary Sewer Connections	\$20,006.40 plus construction costs	per unit

Wastewater	Connection Fee	Apartment Buildings	\$14,067.00 plus construction costs	per unit
Wastewater	Connection Fee	Other Sanitary Sewer Treatment Jurisdictions (Ferndale, Lynhurst) - All new connections	Subject to connection fees and other charges applied by the receiving sanitary sewer system	
Wastewater	Base Charge	25 mm (1") or smaller	\$72.18	
Wastewater	Base Charge	38 mm (1.5")	\$90.22	
Wastewater	Base Charge	50 mm (2")	\$137.11	
Wastewater	Base Charge	75 mm (3")	\$180.43	
Wastewater	Base Charge	100 mm (4")	\$270.65	
Wastewater	Base Charge	150 mm (6")	\$357.36	
Wastewater	Base Charge	Larger than 150mm	\$536.08	
Wastewater	Late Payment	Applied on day following due date	5%	
Wastewater	Consumption (based on water consumption)	Lynhurst - City of St. Thomas Consumption Rate (Collected by St. Thomas)	\$2.99	per m3
Wastewater	Consumption (based on water consumption)	Ferndale - City of St. Thomas Consumption Rate (Collected by Southwold)	\$2.99	per m3
Wastewater	Consumption (based on water consumption)	Township of Southwold - Consumption Rate	\$4.28	per m3
Wastewater	Consumption	Non-Metered Consumption Charge (based on consumption of 60.6 cu m x 2.5)	\$538.32	per quarter
Wastewater	Debenture Setup for Connection Fee	Debenture Interest Rate (10 Year)	Infrastructure Ontario lending rate + 2%	
Wastewater	Debenture Setup for Connection Fee	Debenture Application/Setup Fee	\$200.00	
Water	Connection Fee - Rural	25 mm (1") or smaller	\$11,253.60, plus construction costs	per unit
Water	Connection Fee - Rural	38 mm (1.5")	\$14,796.40, plus construction costs	per unit
Water	Connection Fee - Rural	50 mm (2")	\$16,672.00, plus construction costs	per unit
Water	Connection Fee - Rural	100 mm (4")	\$18,547.60, plus construction costs	per unit
Water	Connection Fee - Rural	150 mm (6")	\$21,569.40, plus construction costs	per unit
Water	Connection Fee - Urban/Development	25 mm (1") or smaller	\$5,626.80, plus construction costs	per unit
Water	Connection Fee - Urban/Development	38 mm (1.5")	\$7,398.20, plus construction costs	per unit
Water	Connection Fee - Urban/Development	50 mm (2")	\$8,336.00, plus construction costs	per unit
Water	Connection Fee - Urban/Development	100 mm (4")	\$9,273.80, plus construction costs	per unit
Water	Connection Fee - Urban/Development	150 mm (6")	\$10,784.70, plus construction costs	per unit
Water	Fire Protection Rates (fire protection water not through meter)	50 mm (2") Property Service	\$847.71	per year
Water	Fire Protection Rates (fire protection water not through meter)	75 mm (3") Property Service	\$1,003.39	per year
Water	Fire Protection Rates (fire protection water not through meter)	100 mm (4") Property Service	\$2,631.94	per year
Water	Fire Protection Rates (fire protection water not through meter)	125 mm (5") Property Service	\$3,336.39	per year

Water	Fire Protection Rates (fire protection water not through meter)	150 mm (6") Property Service	\$4,059.19	per year
Water	Fire Protection Rates (fire protection water not through meter)	200 mm (8") Property Service	\$5,832.25	per year
Water	Fire Protection Rates (fire protection water not through meter)	250 mm (10") Property Service	\$13,120.65	per year
Water	Base Charge	25 mm (1") or smaller	\$58.93	per quarter
Water	Base Charge	38 mm (1.5")	\$111.94	per quarter
Water	Base Charge	50 mm (2")	\$147.30	per quarter
Water	Base Charge	75 mm (3")	\$220.95	per quarter
Water	Base Charge	100 mm (4")	\$294.59	per quarter
Water	Base Charge	150 mm (6")	\$441.89	per quarter
Water	Base Charge	Larger than 150 mm (6")	Prorated based on connection size	per quarter
Water	Consumption	Southwold - Consumption Charge	\$3.320	per m3
Water	Consumption	Lynhurst -Consumption Charge (collected by St. Thomas)	\$1.76	per m3
Water	Consumption	Water Filling Station	\$3.70	per m3
Water	Consumption	Tri-County Water Rate (Dutton-Dunwich)	\$2.31	per m3
Water	Consumption	Non-Metered Consumption Charge (based on consumption of 60.6 cu m x 2.5)	\$505.16	per quarter
Water	Water Meter	New Water Meter Charge - 25 mm (1")	\$650.00	plus HST
Water	Water Meter	Water Meter Charge - larger than 25 mm (1")	Actual Cost plus Administration and Inspection Fee of \$225	plus HST
Water	Water Meter Replacement	At End of Life, Defective or Township Directed	\$0.00	
Water	Water Meter Replacement	At Customers Request	Actual Cost plus 15% Administration to a maximum of \$1,000 for the Administration Fee	
Water	Water Meter Replacement	Refusal to Allow Access for Repair or Meter Replacement, or Unauthorized Modifications, or Theft of Water	Actual Cost for relocation of meter to a new meter pit plus 15% Administration to a maximum of \$1,000 for the Administration Fee	
Water	Shut-off / Reconnect	Shut-off and/or Reconnection at Customer's Request during normal business hours and 48 hours notice given to the Township	\$55.23	
Water	Shut-off / Reconnect	Shut-off and/or Reconnection at Customer's Request after normal business hours	\$270.92	
Water	Disconnection Fees	For Discontinuing Water Service and Billing - Close Curb Stop and Close Account	\$260.00	
Water	Disconnection Fees	For Discontinuing Water Service and Billing - Remove Service or Disconnect at Main Stop	Actual Cost plus 15% Administration to a maximum of \$1,000 for the Administration Fee	
Water	Miscellaneous	Failure to install remote read out	\$57.31	
Water	Miscellaneous	Frost Plate and Gasket	Actual Cost plus 15% Administration to a maximum of \$1,000 for the Administration Fee	
Water	Miscellaneous	Final Reads	\$41.68	
Water	Miscellaneous	Work Orders	\$50.00	
Water	Miscellaneous	Charge for installation of lock box for Unauthorized use of water	\$166.72	

Water	Miscellaneous	Tampering with Meter, Curb Stop or Lock Box	\$521.00	
Water	Miscellaneous	Charge for mailing of register letter	cost plus \$6.00 administration fee	plus HST
Water	Miscellaneous	Construction Water	\$166.72	
Water	Late Payment	Applied on day following due date	5%	
Water	Debenture Setup for Connection Fee	Debenture Interest Rate (10 Year)	Infrastructure Ontario lending rate + 2%	
Water	Debenture Setup for Connection Fee	Debenture Application/Setup Fee	\$200.00	



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2025-71

Being a By-Law to adopt the 2026 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 2026 Water System Operating Budget, attached as Schedule "A", and forming part of this by-law, is hereby adopted.
2. That the 2026 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 8th DAY OF DECEMBER, 2025.**

Mayor
Grant Jones

CAO/Clerk
Jeff Carswell

Schedule "A" to By-Law No. 2025-71

Water System Operating								
Account	2025 YTD	2025 Budget	2026 Forecast	\$ Variance	% Variance	Notes	2027 Forecast	2028 Forecast
Revenue								
Water Billings	(\$1,146,583)	(\$1,810,880)	(\$1,906,235)	(\$95,355)	5.27%	includes base charges	(\$1,940,336)	(\$1,977,147)
Water Billings - Industrial	(\$19,278)	(\$10,000)	(\$18,000)	(\$8,000)	80.00%		(\$18,000)	(\$18,000)
Water Billings - Tri-County Water System	(\$446,920)	(\$446,920)	(\$460,460)	(\$13,540)	3.03%		(\$469,669)	(\$479,063)
Water Filling Station	(\$35,000)	(\$10,660)	(\$11,108)	(\$448)	4.21%		(\$11,330)	(\$11,557)
Construction Water	(\$2,080)	(\$1,050)	(\$2,000)	(\$950)	90.48%	estimate 2026 builds to be same as 2025	(\$600)	(\$600)
Water meter fees & misc	(\$23,092)	(\$26,250)	(\$29,375)	(\$3,125)	11.90%	Related to new connection estimates	(\$26,250)	(\$26,250)
Water Connection and curbstops fees	(\$139,914)	(\$70,200)	(\$112,536)	(\$42,336)	60.31%	offset by transfer to reserve-significant increase related to anticipated new builds-offset below	(\$55,361)	(\$22,507)
Penalty & Interest	(\$26,427)	(\$10,000)	(\$15,000)	(\$5,000)	50.00%		(\$10,000)	(\$10,000)
Grants	\$0	\$0	\$0	\$0	0.00%		\$0	\$0
Water Investment Income	\$0	(\$90,000)	(\$90,000)	\$0	0.00%	offset by transfer to reserve-offset below	(\$90,000)	(\$90,000)
Water Reserve Loan to Sanitary	\$0	(\$60,000)	(\$60,000)	\$0	0.00%		(\$60,000)	(\$60,000)
Water Truck Revenue	\$0	\$0	\$0	\$0	0.00%	Truck usage by other departments	\$0	\$0
Water Department Revenue	(\$1,839,294)	(\$2,535,960)	(\$2,704,714)	(\$168,754)	6.65%		(\$2,681,546)	(\$2,695,124)
Expenditures								
						Wages and Salaries - Allocation from Admin (Accounting Clerk, Treasurer, CAO), Dir of Infrastructure and Mgr of Env Services, Water Super, Summer Student for 2026		
Salaries and Wages	\$195,640	\$235,116	\$274,508	\$39,392	16.75%		\$279,998	\$285,598
Overhead	\$56,316	\$79,007	\$86,504	\$7,497	9.49%		\$88,234	\$89,999
Roads Wages Allocated	\$1,267	\$0	\$0	\$0	0.00%		\$0	\$0
Health & Safety	\$372	\$250	\$300	\$50	20.00%	increase based on 2025 actuals	\$306	\$312
Training & mileage	\$437	\$4,000	\$4,000	\$0	0.00%	increased due to staffing changes	\$4,080	\$4,162
Building Repairs	\$124	\$250	\$255	\$5	2.00%		\$260	\$265
Utilities	\$4,188	\$10,000	\$10,200	\$200	2.00%		\$10,404	\$10,612
Materials and Supplies	\$23,150	\$25,000	\$25,000	\$0	0.00%	includes critical stock inventory	\$25,500	\$26,010
Clothing Allowance	\$606	\$1,040	\$1,100	\$60	5.77%		\$1,122	\$1,144
Property maintenance	\$3,162	\$4,000	\$4,080	\$80	2.00%	reflective of prior year actuals	\$4,162	\$4,245
Rds Mach Tm to Water	\$0	\$5,000	\$0	(\$5,000)	-100.00%	reflective of prior year actuals	\$0	\$0
Office Supplies	\$121	\$500	\$500	\$0	0.00%	reflective of prior year actuals	\$510	\$520
Computer Support	\$324	\$3,000	\$3,000	\$0	0.00%	more accurate billing of support time	\$3,060	\$3,121
Postage and Courier	\$848	\$7,500	\$12,000	\$4,500	60.00%	increase in postage rates & monthly billings	\$12,240	\$12,485
Telephone & internet	\$3,003	\$5,400	\$5,508	\$108	2.00%	reflective of prior year actuals	\$5,618	\$5,731
Legal and Audit fees	\$43	\$2,600	\$2,652	\$52	2.00%	reflective of prior year actuals	\$2,705	\$2,759
Insurance	\$53,796	\$56,448	\$56,500	\$52	0.09%	premium remains stable for 2026	\$57,630	\$58,783
System Maintenance	\$7,587	\$32,500	\$23,000	(\$9,500)	-29.23%	Rechlor Stn Maintenance \$5,500, Fireflow testing \$5,000, hydrant maint repairs \$5,000, sample stn maintenance \$2,000, hydrant painting \$2,500, auto flusher maintenance \$3,000	\$23,460	\$23,929
Equipment Costs	\$91,262	\$60,000	\$61,200	\$1,200	2.00%	Total fluctuates dependent on work required -includes water meters, \$5,000 valve/service locator	\$62,424	\$63,672
Memberships & subscriptions	\$6,542	\$4,800	\$12,500	\$7,700	160.42%	Locate software \$6,000, Clow Smart hydrants \$1,000, Neptune meter reader \$4,300, Ontario Municipal Water Assoc, Employee certifications	\$12,750	\$13,005
Water truck fuel and maintenance	\$950	\$6,000	\$6,120	\$120	2.00%		\$6,242	\$6,367
Meter Replacements	\$0	\$0	\$15,000	\$15,000	0.00%	New account-failed meters, labour to replace	\$15,300	\$15,606
Contracted Services	\$14,535	\$15,000	\$15,300	\$300	2.00%	meter repairs/change outs	\$15,606	\$15,918
OCWA Contract	\$127,526	\$139,119	\$167,949	\$28,830	20.72%	Agreement cost increased CPI 1.9%	\$171,308	\$174,734

OCWA Extra/Out of Scope Work	\$3,812	\$26,000	\$26,520	\$520	2.00%		\$27,050	\$27,591
Vehicle - Summer Student	\$0	\$0	\$0	\$0	0.00%	no summer student for 2025	\$0	\$0
Water Testing	\$0	\$0	\$0	\$0	0.00%	OCWA covers costs	\$0	\$0
Studies, standards	\$3,803	\$0	\$0	\$0	0.00%	Misc. minor studies, engineering	\$0	\$0
Water Costs	\$1,061,662	\$1,391,040	\$1,418,861	\$27,821	2.00%	2025-consumptions assumed below (metered use + 20% loss)	\$1,447,239	\$1,476,183
Watermain-New Services	\$50,233	\$26,000	\$0	(\$26,000)	-100.00%	New services-renamed from miscellaneous waterline costs	\$0	\$0
Watermain Breaks & Repairs	\$48,066	\$0	\$50,000	\$50,000	0.00%	Main breaks & repairs	\$51,000	\$52,020
Equipment Purchases	\$2,095	\$0	\$2,500	\$2,500	0.00%	small equipment purchases		
Transfer to Reserve - Water	\$0	\$176,190	\$157,121	(\$19,069)	-10.82%		\$713,217	\$727,481
Transfer to Reserve - Connections	\$0	\$70,200	\$112,536	\$42,336	60.31%	connection fees transferred to reserve-offset above	\$114,787	\$117,082
Transfer to Reserve - Investment Income	\$0	\$150,000	\$150,000	\$0	0.00%	investment interest transferred to reserve-offset above	\$153,000	\$156,060
Amortization	\$0	\$0	\$0	\$0	0.00%		\$0	\$0
Water Department Expenditures	\$1,761,470	\$2,535,960	\$2,704,714	\$168,754	6.65%		\$3,309,212	\$3,375,396
Water Department	(\$77,824)	\$0	\$0	\$0			\$627,666	\$680,273

Inputs/Assumptions								
1854 Water Connections								
10 New connections Estimated - revenue based on 50% to account for occupancy through 2024								
168 m3 per HH as per Water/Wastewater Study								
Rates as per the Water/Wastewater Study								
Dutton Dunwich consumption estimated at 200,000 m3								
Water loss estimated at 20%								
Rates		2025	2026				2027	2028
Primary Water Purchase rate (/m3)		\$1.0337	\$1.0699	\$0.0362	3.50%		\$1.0913	\$1.1131
Secondary Water Purchase Rate (/m3)		\$0.6609	\$0.6824	\$0.0215	3.25%		\$0.6960	\$0.7100
Southwold Rate (/m3)		\$1.5054	\$1.5686	\$0.0632	4.20%		\$1.6000	\$1.6320
Southwold Water Fill Station (/m3)		\$3.5535	\$3.7028	\$0.1492	4.20%		\$3.7768	\$3.8524
Fill Station m3		3,000						
Southwold Rate Capital Pass Through to Dutton Dunwich (/		\$0.5400	\$0.5500	\$0.0100	1.85%		\$0.5610	\$0.5722
Dutton Dunwich m3		200,000	200,000					
Southwold Monthly Base Rate		\$18.85	\$19.64	\$0.7917	4.20%		\$20.03	\$20.44
Construction Water		\$160.00	\$166.72	\$6.7200	4.20%		\$170.05	\$173.46
Total Rates								
Southwold (/m3)		\$3.20	\$3.32	\$0.0690	2.16%		\$3.39	\$3.46
Southwold Water Fill Station (/m3)		\$3.55	\$3.70	\$0.0690	1.94%		\$3.78	\$3.85
Dutton Dunwich (/m3)		\$2.23	\$2.30	\$0.1040	4.65%		\$2.35	\$2.40
water quarterly charge		\$56.55	\$58.93	4.20%			\$60.10	\$61.31
water consumption		\$3.200	\$3.321	3.78%			\$3.387	\$3.455
water consumption fill station		\$3.554	\$3.703	4.20%			\$3.777	\$3.852
Resulting Rate Increases continued								
Total Rate to Charge Dutton Dunwich for water pulled through		\$203,258.4352	\$200,269.2102				\$274.5944	\$280.0863
Development and Growth assumptions		2025	2026				2027	2028
In-fill / Rural		5	5				5	5
DHP phase I		0	0				0	0
DHP phase II		0	0				0	0
DHP Condo		0	0				0	0
Enclave		0	0				0	0
Enclave Condo			0				0	0
Woodland		0	0					0
DHP Shedden Meadows			5					
Florence Court			0				0	0
Southside		0	0				0	0
Farhi		5	5				5	5
Total anticipated development		10	15				10	10

<u>Consumption assumptions</u>		<u>2025</u>	<u>2026</u>				<u>2027</u>	<u>2028</u>
estimated household consumption		355,928	362,060				361,640	361,640
(note increases based on average occupancy mid-year)								
<u>Total Connection assumptions</u>		<u>2025</u>	<u>2026</u>				<u>2027</u>	<u>2028</u>
estimated households		1,816	1,850				1,850	1,850
Urban/Development Connections		2	10				4	4
Rate		\$5,400.00	\$5,626.80				\$5,400.00	\$5,626.80
Urban/Development Connections		5	0				0	0
Rate		\$5,400.00	\$5,400.00				\$5,400.00	\$5,400.00
Rural Connections		3	5				3	4
Rate		\$10,800.00	\$11,253.60				\$11,253.60	\$0.00

2026 Water Capital - Not Raised from Tax Levy

Capital Items and Projects	Budget	Funding Source		Notes
		Reserve	Other	
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				
Sample station replacement (OCWA)	\$10,000	\$10,000		Water Reserve
PRV & 2 inch by-pass-Fingal/John Wise	\$17,500	\$17,500		Water Reserve
Autoflusher replacement-Iona Road	\$25,000	\$25,000		Water Reserve
Clow Smart Hydrants (2 additional)	\$20,000	\$20,000		Water Reserve
2026 Total	\$72,500	\$72,500	\$0	
2027 Capital				
Sample station replacement	\$10,000	\$10,000		Water Reserve
2027 Total	\$10,000	\$10,000	\$0	
2028 Capital				
2028 Total	\$0	\$0	\$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
2029 Total	\$133,122	\$133,122	\$0	
2030 Capital				
2030 Total	\$0	\$0	\$0	
2031 Capital				
2031 Total	\$0	\$0	\$0	

The Corporation of the Township of Southwold

(6-Year Recommended Capital/Major Maintenance from 2026 to 2031)

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

Ref. No.	Scope of Work							Compliance	DWQMS RA Outcome*	Health & Safety	Repair / Maintenance	Lifecycle Replacement	Improvement	Spare Parts Inventory	Approved by Client	Rationale for Project
		2026	2027	2028	2029	2030	2031									
	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, cl2 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 five years or when Ford water tower is taken out of service.
2	Hydrant maintenance and repairs	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00									Placeholder for possible repairs or replacement.
3	Hydrant flowmeeter	\$ 0.00	\$ -	\$ -	\$ -	\$ -	\$ -									Buy new one
4	Portable auto flusher	\$ 0.00	\$ -	\$ -	\$ -	\$ -	\$ -									Buy new one
5	Hydrant PRV	\$ 0.00	\$ -	\$ -	\$ -	\$ -	\$ -									Buy new one
6	Chambers PRV: Inspect/Service/Rebuild	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -									Recommend for inspection/service/rebuild of PRV's 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 plungers.
9	Valve/Service Locator/Repair Parts/Equipment	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00									Supplies for locating valves during hydrant inspection/valve operations, repair parts for breaks to ensure stock available for after hour repairs.
10	Fire Hydrant/Sample Station Painting	2500	\$ 0.00	2500	\$ 0.00	2500	\$ 0.00									To maintain fire hydrant and sample station exterior condition. Township will paint hydrants using internal resources.
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		\$32,500	\$30,000	\$22,500	\$30,000	\$32,500	\$20,000									
Total Capital Estimate		\$38,000	\$33,000	\$25,500	\$33,000	\$35,500	\$23,000									

* **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

2026 Recommended Capital Presented by:
2026 Recommended Capital Approved by:

Vitaliy Talashok
Sam Sianas



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2025-72

Being a By-Law to adopt the 2026 Wastewater 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 Wastewater System.

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

1. That the 2026 Wastewater System Operating Budget, attached as Schedule "A", and forming part of this by-law, is hereby adopted.
2. That the 2026 Wastewater 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 8th DAY OF DECEMBER, 2025.**

Mayor
Grant Jones

CAO/Clerk
Jeff Carswell

Wastewater Operating

Account	2025 YTD	2025 Budget	2026 Forecast	\$ Variance	% Variance	Notes	2027 Forecast	2028 Forecast
Talbotville								
Revenue								
Talbotville Sanitary Connection Fees	(\$130,419)	(\$96,000)	(\$100,032)	(\$4,032)	4.20%		(\$200,064)	(\$200,064)
Talbotville Per HH Flat Rate	(\$77,296)	(\$92,960)	(\$98,886)	(\$5,925)	6.37%		(\$103,072)	(\$108,137)
Talbotville Per M3 Rate	(\$190,452)	(\$192,201)	(\$246,271)	(\$54,070)	28.13%		(\$290,707)	(\$304,993)
Transfer from Talbotville Sewer Reserve	\$0	\$0	\$0	\$0	0.00%			
Total Revenue	(\$398,167)	(\$381,162)	(\$445,189)	(\$64,027)	16.80%		(\$593,843)	(\$613,195)
Expenses							Inc. operating due to plant exp:	
Wages		\$122,677	\$120,835	(\$1,842)	-1.50%	New - allocation of staff time	\$123,252	\$125,717
Overhead		\$38,669	\$35,844	(\$2,825)	-7.31%		\$36,561	\$37,292
Roads Labour Allocation(Site Maint)		\$0	\$0	\$0	0.00%		\$0	\$0
Roads Machine Time Allocation(Site Maint)	\$564	\$0	\$0	\$0	0.00%		\$0	\$0
Training		\$325	\$335	\$10	3.00%		\$341	\$348
Utilities	\$34,381	\$59,000	\$60,770	\$1,770	3.00%	Based on Prior Year Actuals	\$61,985	\$63,225
Consummables, Chemicals	\$55,615	\$50,000	\$30,000	(\$20,000)	-40.00%	Consumables, Chemicals (+30%), supplies	\$30,600	\$31,212
Property Tax PIL	\$5,473	\$5,600	\$5,768	\$168	3.00%	Based on Actuals	\$5,883	\$6,001
Property Maintenance	\$3,667	\$3,000	\$7,500	\$4,500	150.00%		\$7,650	\$7,803
Computer Support	\$897	\$2,500	\$2,575	\$75	3.00%		\$2,627	\$2,679
Telephone/Internet	\$1,635	\$2,600	\$2,678	\$78	3.00%	Starlink internet, cell phone	\$2,732	\$2,786
Insurance	\$4,474	\$4,331	\$4,474	\$143	3.29%	Replacement value for WWTP updated	\$4,563	\$4,655
Legal	\$0	\$1,050	\$1,050	\$0	0.00%		\$1,071	\$1,092
System Maintenance	\$5,790	\$22,800	\$14,300	(\$8,500)	-37.28%	Based on OCWA recommendations	\$14,586	\$14,878
Memberships & Subscriptions	\$145	\$0	\$300	\$300	0.00%	employee certifications	\$306	\$312
Misc	\$0	\$1,100	\$1,100	\$0	0.00%		\$1,122	\$1,144
						Other contracted service ie. Waste Coll, Generator		
Contracted Services	\$7,632	\$5,150	\$5,305	\$155	3.00%	Insp, Driveway snow removal, etc.	\$5,411	\$5,519
OCWA Contract	\$101,797	\$101,797	\$119,197	\$17,400	17.09%	OCWA agreement updated 2026	\$121,581	\$124,013
OCWA Extra/Out of Scope	\$49,404	\$47,741	\$49,173	\$1,432	3.00%	Based on Prior Years	\$50,156	\$51,159
Wastewater Testing	\$8,931	\$6,365	\$8,900	\$2,535	39.82%	Based on Actuals	\$9,078	\$9,260
Plans and studies	\$0	\$5,305	\$0	(\$5,305)	-100.00%	Misc Studies, engineering	\$0	\$0
Replace Activated Carbon - Screening Room	\$0	\$2,833	\$2,000	(\$833)	-29.39%	\$5,000 every other year, annualized to \$2,500	\$2,040	\$2,081
Cleaning Raw Equalization Tanks	\$5,725	\$10,000	\$12,000	\$2,000	20.00%		\$12,240	\$12,485
Membrane Cleaning	\$26,730	\$25,000	\$25,000	\$0	0.00%		\$25,500	\$26,010
Sludge/Biosolids Removal	\$8,649	\$13,390	\$0	(\$13,390)	-100.00%	Sludge press operational-part of OCWA contract	\$0	\$0
Disolved Oxygen/pH Meter/Probe Repl	\$0	\$5,000	\$5,000	\$0	0.00%	annualized to \$5,000	\$5,100	\$5,202
Cassette Replacement	\$2,592	\$2,000	\$2,000	\$0	0.00%		\$2,040	\$2,081

Account	2025 YTD	2025 Budget	2026 Forecast	\$ Variance	% Variance	Notes	2027 Forecast	2028 Forecast
Equipment Failure/Replacement Contingency	\$5,895	\$10,000	\$10,000	\$0	0.00%	items not planned for such as possible equipment, failure(blowers, motors, pumps,switches)	\$10,200	\$10,404
Transfer to Reserve and Unfunded Capital		\$0	\$100,032	\$100,032	0.00%		\$200,064	\$200,064
Total Expenses	\$329,996	\$548,232	\$626,135	\$77,903	14.21%		\$736,689	\$747,422
Net Operating (Revenue)/Expense	(\$68,171)	\$167,071	\$180,946	\$13,875	8.30%		\$142,846	\$134,227
Accumulated Operating Deficit								
Talbotville System	\$1,666,260	\$1,794,071	\$1,975,017				\$2,117,863	\$2,252,090

Account	2025 YTD	2025 Budget	2026 Forecast	\$ Variance	% Variance	Notes	2027 Forecast	2028 Forecast
Shedden								
Revenue								
Shedden Connection Fees		\$0	(\$100,032)	(\$100,032)	0.00%		\$400,128	\$400,128
Shedden Per HH Flat Rate		\$0	(\$361)	(\$361)	0.00%		\$5,154	\$14,268
Shedden Per Cubic Meter		\$0	(\$3,595)	(\$3,595)	0.00%		\$14,535	\$29,652
Total Revenue		\$0	(\$103,988)	(\$103,988)	0.00%		\$419,817	\$444,048
Expenses								
Haulage		\$0	\$33,000	\$33,000	0.00%	haulage prior to WWTP in operation		
Transfer to sewer reserve		\$0	\$0	\$0	0.00%			
Total Expenses		\$0	\$33,000	\$0	0.00%			
Reserve for Shedden								
Ferndale/Lynhurst								
Revenue								
Ferndale Monthly	(\$40,016)	(\$48,489)	(\$49,659)	(\$1,170)	2.41%	Offset below	(\$50,653)	(\$51,666)
Ferndale Per Cubic Meter	(\$52,054)	(\$83,496)	(\$86,399)	(\$2,903)	3.48%	Offset below - to St. Thomas	(\$89,855)	(\$93,449)
Lynhurst Monthly (from St. Thomas)		(\$13,300)	(\$14,147)	(\$847)	6.37%	Offset below	(\$14,430)	(\$14,719)
Sewer Investment Income	\$0	(\$2,000)	(\$2,000)	\$0	0.00%	Reserve Interest - offset below with Transfer to Reserve	(\$2,000)	(\$2,000)
Total Revenue	(\$92,070)	(\$147,285)	(\$152,206)	(\$4,921)	3.34%		(\$156,938)	(\$161,834)
Expenses								
Ferndale Per Cubic Meter to St. Thomas	\$82,238	\$83,496	\$86,399	\$2,903	3.48%	To St. Thomas	\$89,855	\$93,449
Transfer to sewer reserve	\$63,789	\$63,789	\$65,807	\$2,018	3.16%	Ferndale, Lynhurst, Investment from above	\$67,083	\$68,384
Transfer to Capital Projects		\$0	\$30,000	\$30,000	0.00%			
Total Expenses	\$146,027	\$147,285	\$182,206	\$34,921	23.71%		\$156,938	\$161,834
Reserve for Ferndale/Lynhurst	(\$601,832)	(\$805,820)	(\$784,038)				(\$940,975)	(\$1,102,809)
Net Reserves - Sanitary	\$1,064,428	\$988,251	\$1,190,980				\$1,176,888	\$1,149,281

Account	2025 YTD	2025 Budget	2026 Forecast	\$ Variance	% Variance	Notes	2027 Forecast	2028 Forecast
Inputs/Assumptions								
340 Talbotville Connections								
10 New connections Talbotville/Shedden								
172 Connections Ferndale								
168 m3 per HH as per Water/Wastewater Study								
Rates as per the Water/Wastewater Study								
Connections								
Talbotville		333	340				345	355
Ferndale		175	172				172	172
Lynhurst		47	49				49	49
Shedden							5	25
Fingal								
Growth (calc. based on 6 months)								
Talbotville		5	5				10	10
Talbotville - Other		0	0					0
Ferndale			0					
Lynhurst		2	0					
DHP Shedden Meadows			5				20	20
Fingal								20
HH m3 Water Consumption		168	168				168	168
HH/Month		23.09	24.06				24.54	25.03
m3 Rate Talbotville		3.41	4.28				4.94	5.04
m3 Ferndale (to St. Thomas)		2.84	2.99				3.11	3.23
Talbotville Connection Fees		\$96,000.00	\$100,032.00				\$200,064.00	\$200,064.00
Shedden Connection Fees			\$100,032.00				\$400,128.00	\$400,128.00
Fingal Connection Fees								\$400,128.00
Talbotville / HH Flat Qtrly		\$92,960.34	\$98,885.70				\$103,072.10	\$108,137.35
Talbotville m3		\$192,201.24	\$246,271.20				\$290,707.20	\$304,993.38
Total Talbotville		\$285,161.58	\$345,156.90				\$393,779.30	\$413,130.74
Ferndale HH		\$48,489.00	\$49,659.39				\$50,652.57	\$51,665.63
Ferndale M3 (to St. Thomas)		\$83,496.00	\$86,399.04				\$89,855.00	\$93,449.20
Total Ferndale		\$131,985.00	\$136,058.43				\$140,507.58	\$145,114.83
Lynhurst HH (from St. Thomas)		\$13,299.84	\$14,147.15				\$14,430.09	\$14,718.70

Account	2025 YTD	2025 Budget	2026 Forecast	\$ Variance	% Variance	Notes	2027 Forecast	2028 Forecast
Shedden HH Flat Qtrly			\$360.90				\$5,153.60	\$14,268.12
Shedden m3			\$3,595.20				\$14,535.36	\$29,652.13
Total Shedden			\$3,956.10				\$19,688.96	\$43,920.26
Fingal HH Flat Qtrly								\$3,003.82
Fingal m3								\$8,472.04
Total Fingal								\$11,475.85
Total Revenue		\$430,446.42	\$499,318.57				\$548,716.97	\$572,964.26

Wastewater System Capital Forecast					
			Funding Source		
Capital Items and Projects	Budget		Reserve	Other	Notes
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
Upgrade to Zeeweed	\$215,000		\$215,000		Reserve
2026 Total	\$20,215,000		\$215,000	\$20,000,000	
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	
2028 Capital					
2028 Total	\$0		\$0	\$0	
2029 Capital					
Membrane Pump Discharge Check Valves	\$5,000		\$5,000		Reserve
2029 Capital	\$5,000		\$5,000	\$0	

The Corporation of The Township of Southwold

(6-Year Recommended Capital/Major Maintenance from 2026 to 2031)

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

Ref. No.	Scope of Work							Compliance	Health & Safety	Repair / Maintenance	Lifecycle Replacement	Improvement	Spare Parts Inventory	Approved by Client	Rationale for Project
		2026	2027	2028	2029	2030	2031								
	Talbotville Waste Water Treatment													●	
1	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	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00								OWCA recommends that the tanks be cleaned 2 times per year. This helps reduce the loading on the fine screen allowing more efficient operation.
4	Plant Diesel Generator : Annual Inspection and Fuel	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00								The stand-by generator is required to have an annual inspection as per the requirements of the Environmental Compliance Approval (ECA) need 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 on site backflow preventers are required to be tested annually as per the township's bylaw.
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 Compliance Approval (ECA).
7	Screenings Room: Screenings Bags	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00								Screenings Bags are required to be regularly replaced as they collect unwanted materials from entering the treatment plant. Increased flushable wipes entering the sewer system are increasing more frequent bag changeouts and impacting fine screen performance.
8	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 OCWA in the Summer/Fall of 2022. Membranes are required to be cleaned at a minimum two time a year or membranes will perform poorly and reduce plant capacity. Price on chemicals is higher. Cleaning ZeeWeed.
9	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 phosphorous removal, and pH adjustments and cleaning of the membranes during backwashes.
10	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.
11	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.
12	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 replacement of oil.
13	Screenings Room:H2S gas detector annual inspection	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00								Screenings Room H2S gas detector requires to be inspected semi-annually and verified by the third party.
14	Membrane Cassette Replacement	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00								Placeholder for replacement of fouled/damaged membranes. May be able to use spare cassettes from ZeeWeed transition.
15	Dissolved Oxygen/pH Meter Instrumentation/Probe Replacement	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00								The dissolved oxygen system controls the blowers to critical to ensure instruments operating correctly to ensure efficient operation.
16	Membrane :Module Air Diffusers	\$ -	\$ 5,000.00	\$ -		\$ -	\$ -								A 2020 inspection revealed that diffusers in the modules are partially failing and should be replaced during the next cleaning process.
17	Rocket Screw Press Sludge Dewatering Equipment Repairs	\$ -	\$ 5,000.00	\$ -		\$ -	\$ -								Screw Press has not been required as all sludge has been hauled in liquid form. This will allow sludge to be dewatered for bin removal.
18	Contingency: items not planned for such as possible equipment failure/blowers, motor, pumps switches	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00								Placeholder for unknown breakdown of equipment.
Total Capital Estimate		\$123,300	\$136,300	\$120,300	\$128,300	\$120,300	\$125,800								

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

2026 Recommended Capital Presented by:
2026 Recommended Capital Approved by:

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



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2025-73

Being a By-Law to authorize the Corporation of the Township of Southwold to enter into a development agreement with Allan Charles Rickwood.

WHEREAS Section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS Section 11 of the *Municipal Act, 2001* authorizes a municipality to pass by-laws respecting matters within its jurisdiction, including land use planning matters necessary to support development;

AND WHEREAS the Council of the Corporation of the Township of Southwold deems it expedient and in the public interest to enter into a Development Agreement with Allan Charles Rickwood respecting the development of lands legally described as Parts 1, 2, 3 and 4 on Registered Plan 11R-11233. (the "Subject Lands").

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

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

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND FINALLY PASSED THIS 8TH DAY OF DECEMBER, 2025.

Mayor
Grant Jones

CAO/Clerk
Jeff Carswell

SUBDIVISION AGREEMENT

BETWEEN:

ALLAN CHARLES RICKWOOD

-and-

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

RICKWOOD SUBDIVISION (34T-SO2301)

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

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**TOWNSHIP OF SOUTHWOLD
SUBDIVISION AGREEMENT**

THIS AGREEMENT made in triplicate this day of _____, 2025

BETWEEN:

ALLAN CHARLES RICKWOOD
(hereinafter called the "Developer")
of the FIRST PART

-AND-

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

WHEREAS the Developer is the registered Owner of the lands described in Schedule "A" (herein called the "Lands" and attached to this Subdivision Agreement (hereinafter called the "Agreement");

AND WHEREAS the Developer has applied to the appropriate authority, for approval of a Plan of Subdivision (hereinafter called the "Plan"), which is attached hereto as Schedule "B" to this Agreement;

AND WHEREAS the Developer and the Township have agreed to certain matters hereinafter expressed relating to the planning and development of the Lands;

AND WHEREAS this Agreement shall be registered against the Lands and the Township is entitled to enforce the provisions thereof against the Developer and, subject to the provisions of the *Registry Act* and the *Land Titles Act*, any and all subsequent owners of the Lands;

AND WHEREAS the Developer agrees, by entering into this Agreement, to satisfy all terms, conditions and obligations, financial or otherwise of the Township, including but not limited to the design, maintenance and construction of roads, services, utilities, drainage, lot grading, highway restoration and the registration of documents all at the Developer's sole expense and to the satisfaction of the Township;

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

SECTION 1 - INTERPRETATION

1.1 Definitions

The terms defined in this Section 1.1 shall have the following meanings unless the context expressly or by necessary implication otherwise requires:

"Agreement" means this Agreement titled "Subdivision Agreement" and the Schedules attached hereto. The use of "Subdivision Agreement" shall be synonymous with "Agreement";

"As Built" means a revised set of drawings submitted by the Developer upon completion of a project, required at Final Acceptance (Assumption) reflecting all changes made in the specifications and working drawings during the construction process, and showing the exact dimensions, geometry and location of all elements of the work completed during construction, as certified by a Professional Engineer;

"Authorization to Commence Work" means the authorization issued by the Township's Engineer or designate, after satisfaction of all of the factors set out in paragraph 3.3 of this Agreement;

"Business Day" means any day that is not a Saturday, Sunday or statutory holiday in the Province of Ontario;

"Certificate of Final Acceptance (Assumption)" means the certificate as issued by the Township after the Township accepts Works and obligations constructed, installed, supplied or performed by the Developer pursuant to this Agreement and further referred to in this Agreement;

"Certificate of Preliminary Acceptance" means the certificate issued by the Township after the Township is satisfied that certain Works have been constructed, installed or performed to the satisfaction of the Township, as further referred to in this Agreement;

"Conservation Authority" means the Kettle Creek Conservation Authority and its successors and assigns;

"Council" means the Council of the Corporation of the Township of Southwold;

"County" means the Corporation of Elgin County, including its successors and assigns or the geographic area as the context requires;

"Design Standards" means the Township of Southwold Design Guidelines Manual, as amended or replaced from time to time;

"Developer" means, Allan Charles Rickwood, his heirs, executors, administrators, successors and assigns and agents thereof or contractor or subcontractor carrying out the Works for or on behalf of the Developer;

"Developer's Engineer" means a competent professional engineer or firm of engineers employed by the Developer; skilled and experienced in municipal work and land development projects and registered with the Association of Professional Engineers of Ontario, possessing a current certificate of authorization to practice professional engineering as required by the *Professional Engineers Act*, R.S.O. 1990, c. P. 28;

"Development Charges By-law" means any development charge by-law of any government authority in effect on the date a building permit for an individual lot or part lot is issued by the Township's Building Department;

"General Grading Plan" means the general grading plan described in section 4.2 of this Agreement;

"Highway" means any public highway or part thereof, any sight triangle, and any area of road widening. The use of "street", "road" or "road allowance" shall be synonymous with "Highway";

"Insurance" means the insurance described in Section 17.4 of this Agreement;

"Lands" means the real property which is the subject of the Plan, the legal description of which is attached hereto as Schedule "A";

"Maintain" includes operate, repair, replace or reinstate;

"Maintenance Period" means the period for which the Developer is responsible for repair and maintenance of all services pursuant to the provisions of this Agreement;

"Municipal Act" means the *Municipal Act, 2001*, S.O. 2001, c.25, as amended and any regulations made thereunder;

"Township" means the Corporation of the Township of Southwold, including its successors and assigns or the geographic area as the context requires;

"Township's Engineer" means the Township's Engineer or their designate, retained by the Township to assist in the administration and engineering review including site inspections for carrying out the terms of this Agreement;

"Township's Solicitor" means the lawyer or law firm retained by the Township or his/her designate;

"Owner" means the Owner of a lot or block and may include the "Developer";

"Plan" and "Plan of Subdivision" and "Subdivision" means the plan(s) of subdivision submitted by the Developer for approval relating to the Lands and bearing No. 34T – SO2301, a draft copy of which is attached hereto as Schedule "B";

"Professional Engineer" means a person who is granted a license or a temporary license by Professional Engineers Ontario;

"Security" and "Securities" means the securities described in Section 6 of this Agreement of this Agreement or both as the Context requires, also described in Schedule "C";

"Urgent Deficiency" means any defect related to materials or workmanship in the works and services considered an immediate safety, environmental, operational risk, hazard or concern by the Township)

"Utilities" includes gas, hydro, cablevision and/or telecommunications services. The singular "Utility" has a similar meaning; and,

"Works" includes those services, installations, structures and other related activities, responsibilities and obligations listed in and required by this Agreement and includes the works to be completed by the Developer as described in Schedule "C" attached to this Agreement.

1.2 Headings

All captions, titles, and paragraph headings in this Agreement are inserted for convenience and ease of reference only and do not define, limit or enlarge the scope, meaning or intent of any provisions of this Agreement.

1.3 Subsequent Parties and Gender

This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and all covenants and agreements herein contained, assumed by, or imposed upon the Developer are deemed to be covenants which run with and bind the lands herein described and every part thereof and, if there are more Developers than one, all covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context of the Party or the Parties hereto so require, and the rest of the sentence shall be construed

as if the grammatical and terminological changes thereby rendered necessary had been made.

1.4 Expense of Developer

Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words "at the expense of the Developer" and "as approved or accepted by the Township", unless specifically stated otherwise or unless the context specifically otherwise requires.

1.5 Schedules

Schedules "A" through "F" as described in the index to this Agreement and as attached hereto form part of this Agreement:

- Schedule "A": Description of Lands
- Schedule "B": Reduced Copy of the Plan of Subdivision
- Schedule "C": Cost Estimate of Works and Securities
- Schedule "D": Parks and Other Lands for Municipal Purposes
- Schedule "E": Easements
- Schedule "F": Title Interests

1.6 Time

Time shall be of the essence hereof in all respects, but the Developer may, by written request, seek extensions of time in respect of the Works or any part or parts thereof and Council may grant such request on such terms and conditions as the Township may see fit to impose. The right of the Township to require strict performance by the Developer of any and all obligations imposed upon the Developer hereunder shall not be affected in any way by any previous waiver or course of dealing.

SECTION 2 — GENERAL PROVISIONS

2.1 Recital

The Township and the Developer agree that the above recitals are true.

2.2 Lands

The lands to which this Agreement shall apply are those described in Schedule "A" attached hereto (the "Lands").

2.3 Plan

The Plan attached hereto as Schedule "B" was prepared by CJDL Consulting Engineers and certified by Kim Husted, Ontario Land Surveyor dated August 23, 2023, which shows:

- 9 single residential building lots (Lot 1-9 inclusive)
- Streets and Reserves

2.4 Description of Plan Phases

The parties hereto recognize and agree that the development on the Lands will be constructed and completed in one (1) phase.

2.5 Registration of Plan

As soon as practicable after execution of this Agreement, the Developer shall cause the Plan to be registered in the Land Registry Office for the Land Titles Division for Elgin County and shall forthwith thereafter provide a copy of the registered plan to the Township and all particulars required for the completion of the conveyances contemplated by this Agreement.

2.6 Registration of Agreement

This Agreement shall be registered by the Township against the Lands and all costs associated with the said registration shall be the responsibility of the Developer. The

covenants, agreements, conditions and understandings herein contained on the part of the Developer shall run with the land and shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In the event the Developer fails to pay said registration costs, the Township may draw on the Security or other deposits as set out herein to pay the registration costs.

2.7 Developer's Title

The Developer represents and warrants to the Township that, at the date of this Agreement and at the date of registration of this Agreement upon title, the Developer is the owner in fee simple of the Lands. The Developer shall cause to be delivered to the Township at its expense an opinion by a Solicitor authorized to practice law in Ontario to this effect on two occasions being:

- (a) upon and as of the execution of this Agreement; and
- (b) after and as of the registration of this Agreement upon the title to the Lands.

2.8 Severability

If any term, covenant or provision of this Agreement shall be found or declared by a Court of competent jurisdiction to be invalid, unenforceable or ultra vires the Township, such term, covenant or provision shall be conclusively deemed to be severable from all other terms, covenants and provisions of this Agreement and the remainder of this Agreement shall be and remain in full force and effect.

2.9 Amendment

Without in any way limiting the rights of the Township, the Developer agrees that the Township may, with the consent of the then registered owner of any land within the Plan, amend this Agreement insofar as it specifically affects such land or any part thereof.

2.10 Changes to Agreement in Writing

Any variation, amendment or addition of or to this Agreement shall be in writing and be signed by the Developer and the Township pursuant to and in accordance with authority delegated by Council and shall be binding upon the Developer and the Township as fully and to the same extent as if set out herein.

SECTION 3 - ORDER OF PROCEDURE

3.1 Criteria for Registration of Agreement

Prior to Registering the Agreement, the Developer shall:

- (a) Deposit with the Clerk of the Township Securities and Insurance as outlined in this Agreement;
- (b) Provide a signed postponement agreement from any and all existing mortgagee(s) which allows the registration of this Agreement to be registered in first priority and provide proof of postponement of any other encumbrances on the Lands; and,
- (c) Deposit with the Clerk of the Township, three (3) original signed copies of the Agreement executed by the Developer.
- (d) Submit for review and approval by the Municipality, a draft of the final 11M plan.

3.2 Servicing prior to Registration of Plan

- (a) The Township does not require or invite installation of services or any development work within the lands prior to authorization to Commence Work and registration of the Plan and registration of this Agreement.

- (b) The Developer agrees that no pre-Servicing shall be undertaken on the Lands, unless explicit approval to proceed with site alteration or earthworks has been otherwise provided by the Township.

3.3 Criteria for Authorization to Commence Works

Prior to Commencing Works, the Developer shall:

- (a) have obtained Authorization to Commence Works from the Township's Engineer and submitted and obtained the written acceptance of the Township's Engineer for the following, all to be done to the satisfaction of the Township:
 - Detailed engineering plans;
 - Drainage Plan;
 - General Grading Plan;
 - Service Layout Plan for underground electrical services, telephone, and gas; and
 - Final accepted drawings, schedules, contracts and estimate of costs for all Works and Securities required in this Agreement and described in Schedule "C" of this Agreement;
- (b) submit to the Township confirmation of Ontario Ministry of the Environment, Conservation and Parks approval where applicable, this includes all requirements under the Township's Consolidated Linear Infrastructure Environmental Compliance Approval (CLI-ECA); and
- (c) provide written confirmation of having obtained the approval for drainage, road crossings, encroachment(s), and all other matters related to public highways of all road authorities as may be required including without limitation the Township, County, Conservation Authority, and the Ministry of Transportation of Ontario;
- (d) shall finalize/update the Environmental Impact Statement titled, "4324 Thomas Road Environmental Impact Study" prepared by MTE Consultants Inc. dated August 9, 2023 to the satisfaction of the appropriate approval authorities, and implement the recommendations contained therein, along with any other letters / authorizations/directions from the Ministry of the Environment, Conservation and Parks and confirm that any site alteration will be completed in accordance with the *Endangered Species Act, 2007*; and,
- (e) fulfilled conditions set out in Section 3.1 and 3.2 of this Agreement.

3.4 Criteria for Issuance of Building Permits

Prior to the Issuance of Building Permits the Developer shall:

- (a) have complied with all requirements of Section 7.2 and 16.1 of this Agreement and shall receive Preliminary Acceptance by the Township Engineer.

3.5 Criteria for Building Occupancy

Prior to any Person Occupying any Building, the Developer shall:

- (a) have complied with all the requirements of Section 16.2 of this Agreement.

SECTION 4 — ENGINEERING REQUIREMENTS

4.1 Engineering Services

The Developer shall employ Professional Engineers approved by the Township (herein referred to as the "Developer's Engineer") to:

- (a) design the Works;
- (b) design amendments to the Works and accepted engineering drawings if during construction, it is observed that pipes and services are missed on drawings and require connection;

- (c) prepare and furnish all required designs, plans, specifications, drawings, calculations, and contours;
- (d) prepare the necessary contract documentation for the Works;
- (e) provide the construction schedule for Works to be completed;
- (f) obtain the necessary approvals in conjunction with the Township and others including but not limited to the Health Unit, Hydro One Inc., the Conservation Authority, the Ministry of Environment, Conservation and Parks, and the Ministry of Natural Resources as required;
- (g) review and confirm construction layout, the contract documentation and full-time supervision of construction of the Works; in accordance with this agreement and good engineering practices;
- (h) schedule the timing of the construction of the Works;
- (i) maintain all records of construction and upon completion, to advise the Township's Engineer of all construction changes and to prepare final "As Built" drawings and lot servicing layouts. Full size paper, and digital versions in AutoCAD and PDF of the "As Built" drawings shall be submitted to the Township prior to the Township confirming Final Acceptance. AutoCAD as-built standards shall be reviewed with Township Engineer prior to submission;
- (j) act as the representative of the Developer in all matters pertaining to the construction and installation of the Works;
- (k) provide co-ordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Township, for all works specified in this Agreement;
- (l) provide certification that the installation of services was in conformance to said plans and specifications, as well as Township Design Standards, Supplemental Specifications and Ontario Provincials Standards and Specifications;
- (m) take such other actions as may be required by the Township, acting reasonably, for the completion of the subdivision in accordance with this Agreement and good engineering practices;
- (n) provide sediment and erosion control reports monthly to confirm the measures in place are functioning properly and if remediation is required, the Professional Engineer is to provide these recommendations with timelines for restoration to the Developer at the Developer's expense, to the satisfaction of the Township; and,
- (o) attend the site bi-weekly and after every storm event to confirm sediment and erosion control measures are functioning properly. The Developer's Engineer is to submit these inspection reports to the Township's Engineer and Conservation Authority within five (5) business days of each event and bi-weekly visit; and,
- (p) provide evidence to the Township of professional liability insurance in the amount of at least Two Million Dollars (\$2,000,000.00) endorsed for the Works described herein to the satisfaction of the Township.

4.2 Engineering Obligations

The Developer and/or Developer's Engineer shall, as soon as practicable and within six (6) months after the date of the registration of the Plan and prior to the construction of any Works as provided for in Section 3.3 hereof, submit to the Township for review and approval:

- (a) an undertaking prepared by the Developer's Engineer with respect to the Works being carried out pursuant to this Agreement, which undertaking shall

include a requirement that such Engineers advise the Township's Engineer forthwith if such Engineer's instructions become different from those reflected in the undertaking;

- (b) detailed engineering plans;
- (c) detailed lot grading and drainage plans;
- (d) servicing plans and reports prepared by a Professional Engineer;
- (e) the service layout plan for underground Utilities;
- (f) specifications for schedules;
- (g) estimates of the costs of the Works and substantiate same to the Township if requested; and
- (h) all plans, specifications, drawings, calculations, contours, contracts or other information pertaining to the Works, which may be required by the Township and/or this Agreement.

General Grading Plan

In addition to the aforementioned plans and in accordance with the timelines provided for herein for the aforementioned plans, specifications, contracts and cost estimates, the Developer's Engineer shall submit for the approval of the Township's Engineer a General Grading Plan showing:

- (a) the existing and final elevations of the Lands, which elevations shall be determined by reference to a geodetic bench mark;
- (b) final grades of all roads, access ways and walkways; and
- (c) the lands designated for drainage works.

The Developer shall prepare and furnish at its own cost, all plans, specifications, drawings, calculations, contours or other information pertaining to the Works, which may be required by the Township and/or this Agreement.

SECTION 5 — APPROVAL REQUIREMENTS

5.1 Township Acceptance of Engineering Documents

The plans, specifications, schedules, contracts, and cost estimates of all Works (collectively hereinafter referred to as the "engineering documents") shall be considered, amended if necessary and must be submitted by the Developer to the Township's Engineer for written endorsement of acceptance as amended. Such endorsement of acceptance shall not relieve the Developer or the Developer's Engineers of responsibility for errors in or omissions from such engineering documents. In all respects, the specifications used for the Works shall be equivalent to or shall exceed the Township's servicing standards and, in all cases, shall be acceptable to the Township.

5.2 Additional Approvals Required

In addition to the approval of the Township as required in this Agreement, the Developer shall obtain all other approvals of the engineering documents, including and particularly those detailing the supply of water to the Lands, the handling of storm water and sewage from the Lands, and the General Grading Plan as may be required prior to construction by:

- (a) the Ministry of the Environment, Conservation and Parks as to matters related to their mandate and jurisdiction;
- (b) all Utility suppliers as to matters related to their mandate and jurisdiction;

- (c) the Conservation Authority as to matters related to the Conservation Authority's mandate and jurisdiction;
- (d) the Ministry of Natural Resources (hereinafter "MNR") as to matters related to the MNR's mandate and jurisdiction; and,
- (e) Elgin County as to the matters of external works on County Road Allowances that require Road Occupancy Permits.

The Developer shall provide written substantiation of all required approvals as may be required from other than the Township, including, in each case, confirmation that the Developer has entered into any and all agreements which each approving agency may require in connection with the use and development of the Lands.

Such approvals shall not relieve the Developer or the Developer's Engineer of responsibility for any errors or omissions in such engineering documents, cost estimates or General Grading Plan.

SECTION 6 — FINANCIAL REQUIREMENTS

6.1 Security for Township's Legal and Engineering Costs

The Developer agrees to deposit with the Township the amount of five thousand dollars (\$5,000.00) as a security in respect of the Township's costs. Payment shall be made in the form of cash deposits with the Township. The deposit shall be retained by the Township as a float against any unpaid bills and such deposit (or the balance thereof, if any) shall be returned to the Developer upon the issuance of the Certificate of End of Warranty Period by the Township and the Township being satisfied, in its discretion, that all reasonable costs referred to herein and any contingencies with respect to the Plan have been paid in full.

The Developer shall pay to the Township, on thirty (30) days written notice from the Township, such amount as is necessary to maintain the deposit referred to herein for its costs at the sum of five thousand dollars (\$5,000.00), failing which the Township and its agents shall cease all work with respect to the review of the Plan.

When the Works have been completed, if the deposits received are insufficient, the Developer shall reimburse the Municipal for such actual costs from time to time as and when requested by the Township.

6.2 Taxes

The Developer shall pay all taxes levied on the Lands in accordance with the assessment thereof until the Lands have been assessed according to the Lots created by the Plan, after which, the Developer shall pay the taxes levied on any and all lots of which the Developer is the owner.

Before the Plan is approved, the Developer agrees to commute and pay all charges made with respect to the *Drainage Act*, the *Local Improvement Act*, and the *Municipal Act*, including but not limited to charges or rates outstanding in respect of the Lands under any sewer rate and/or water rate by-law which are assessed against the property on the Plan. Before the Plan is approved, the Developer agrees to commute and pay same within ten (10) days after execution and delivery of this Agreement by the Township.

6.3 Securities

Prior to the issuance of an Authorization to Commence Work as set out herein, the Developer agrees to deposit with the Township the amount **\$528,613.00** as security for the due performance of the Developer's requirements and obligations set out in this Agreement. The amount of Security is based on the estimate of costs for the Works as described in Schedule "C" of this Agreement.

The security deposit referred to above shall be in the form of cash deposits with the Township, irrevocable letters of credit, surety bond, or a combination of cash, Letter(s) of Credit, and surety bond(s).

All irrevocable letters of credit that may be used as Security as set out in this Agreement shall be issued by a Canadian Chartered Bank operating and having substantial presence in the province of Ontario in a form satisfactory to the Township's Treasurer. All letters of credit referred to in this Agreement shall contain the following clause:

"It is a condition of the Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date thereof unless at least sixty (60) days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period"

The amount of Security required by the Township is based on the estimated costs as provided by the Developer's Engineer and the Road Reconstruction Security described in Section 6.4. Prior to depositing the Securities, the Developer's Engineer shall submit an estimate of the cost of the Works to the Township for approval.

6.4 Road Reconstruction Security Deposit

Developer's Responsibility for Road Reconstruction

The Developer agrees to provide a security deposit, as estimated in Schedule C, to cover their proportionate share of the costs associated with the reconstruction of the road along the frontage of the development lands. This proportionate share will be calculated based on the procedure outlined below. No changes above the tendered pricing will be deemed to be accepted by the Developer unless notice is provided in advance by the Township and written approval is provided by the Developer. If the road reconstruction project fails to be completed by October 1st, 2030, the full security amount will be released to the Developer and no further security will be required from the Developer for the road reconstruction.

Cost Estimation and Security Deposit:

- (a) The Township shall provide a detailed estimate of the total costs associated with the road reconstruction.
- (b) The Developer's proportionate share of the road costs shall be determined by dividing the length of the Developer's frontage by the total length of the road being reconstructed and multiplying this fraction by the total estimated cost.
- (c) The Developer's proportionate share of the storm sewer costs shall be determined by dividing the length of the Developer's frontage by the total length of the storm sewer installation and multiplying this fraction by the total estimated cost.
- (d) The Developer shall deposit their proportionate share of the estimated road reconstruction costs with the Township as a cash security deposit with the execution of this agreement.

Use of Security Deposit

The security deposit shall be held by the Township and used exclusively for the road reconstruction project along the Developer's frontage. The Township shall manage and oversee the road reconstruction as a municipal project.

Reconstruction Process and Standards

The road reconstruction shall be carried out by the Township or its appointed contractors in accordance with the Township's engineering standards and specifications. The Developer shall cooperate with the Township to ensure timely completion of the reconstruction works.

Final Accounting and Refund

Upon completion of the road reconstruction, the Township shall provide the Developer with a final accounting of the actual costs incurred.

- (a) If the actual costs are less than the estimated costs, the Township shall refund the Developer the difference within thirty (30) days of the final accounting, if securities were provided as a cash deposit. If the securities were provided by a letter of credit or surety bond, the Township will request the Developer provide cash payment for the actual costs and will release the security held in its entirety, upon receipt of cash payment from the Developer. If the Developer fails to provide cash payment for actual costs, the Township may draw upon the security posted.
- (b) If the actual costs exceed the estimated costs, the Developer shall be responsible for paying the additional amount to the Township within thirty (30) days of receiving the final accounting, if securities were provided as a cash deposit. If securities were provided by a letter of credit or surety bond, the Township will request the Developer provide cash payment for the actual costs and will release the security held in its entirety, upon receipt of cash payment from the Developer. If the Developer fails to provide cash payment for actual costs, the Township may draw upon the security posted and will require the outstanding balance paid in cash by the Developer within thirty (30) days of receiving the final accounting.
- (c) If any part of the road reconstruction project is completed by the Developer, the value of that work as listed within the Township road reconstruction project will be deducted from the Developer security requirements and that amount shall be released to the Developer promptly.

Inspection and Acceptance

Upon completion of the road reconstruction, the Township shall inspect the works to ensure compliance with the specified standards. Any deficiencies identified during the inspection shall be addressed by the Township as part of the project.

6.5 Reduction and Release of Securities

Upon and any time after any Work or part or components thereof is completed, the Developer may file a written application for the reduction of the Security on deposit. The first security reduction may take place after the issuance of Preliminary Acceptance. Following Preliminary Acceptance, the Developer can file a written application for reduction of security once per year.

The Township may reduce the Securities proportionally when parts or components of the Works required to be installed hereunder are completed, certified by the Developer's Engineer to be completed and accepted by the Township's Engineer all in accordance with this Agreement.

An application for the reduction of the Security on deposit with the Township shall include written confirmation from the Developer's Engineer:

- (a) describing the Works constructed as at the date of the application and calculation of the cost thereof;
- (b) confirming that the Works have been installed by the Developer with full time supervision of the Developer's Engineer and in accordance with the requirements of this Agreement and schedules hereto; and
- (c) describing the Works remaining to be completed for the respective phase as at the date of the application and a calculation of the estimated cost thereof.

The value of the reduction shall be determined by the Township's Engineer in its discretion acting reasonably and having regard to good engineering practices, who,

upon receiving a completed application shall give a certificate to the Township's Treasurer and the Developer confirming the amount of or the extent of the reduction of the Security and the amount or value of the Security remaining on deposit with the Township.

The value of the reduction shall be based upon the value of the Works remaining to be completed by the Developer for the respective phase applicable to the Developer's application for the reduction of the Security plus ten percent (10%) of the value of the Works completed for said phase to the date of the application. The Township reserves the right to limit the amount of Security reduction to that of one hundred percent (100%) of the total cost of all outstanding or incomplete works for the respective phase and that at no such time would the Township hold less security than the cost of completing the Works.

Subject to any outstanding deficiencies or contingencies, the Township shall hold Security equal in value to ten percent (10%) of the estimate of the cost of all of the Works until the End of the Warranty Period. The Township may hold on to additional security above the 10% which will be at the Township's discretion.

Following the End of Warranty certificate provided by the Township and upon the Township being satisfied there are no construction liens affecting any of the Works or additional deficiencies, the Developer shall be entitled to have released to it the financial security then held by the Township under this Agreement related to the completed and accepted Works.

6.6 Statutory Declaration of Accounts Paid

The Developer agrees that upon applying for a discharge of securities, it shall supply the Township with a Statutory Declaration that all accounts for work and materials for said services have been paid except normal guaranteed holdbacks and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Developer in connection with the Lands.

6.7 The *Construction Act*, R.S.O. 1990 c. C.30

The Developer agrees that it will hold back in its payments to any Contractor who may construct the services, such sums as are provided in accordance with the *Construction Act*, R.S.O. 1990, c. C.30, and will otherwise indemnify and save harmless the Township against any claims, actions or demands for construction liens or otherwise in connection with the Works and all costs in connection therewith, and on the demands of the Township's Engineer will forthwith take such steps to immediately discharge all Liens upon the services.

Notwithstanding anything to the contrary contained in this Agreement, the Developer hereby agrees that the filing of any liens pursuant to the said *Construction Act*, with respect to the Lands, shall constitute a default by the Developer of the terms of this Agreement and shall entitle the Township to draw on any or all of the Security referred to in this Agreement and to utilize said draw to make payment into Court of the holdback together with costs.

6.8 Completion of Works and Payment

In addition to any other remedy which the Township may have against the Developer for breach of this Agreement, the Township, at its option, after first giving the Developer at least thirty (30) days' written notice:

- (a) may enter and re-enter the Lands and complete any part or all of the Works in respect of which there has been default, including the repair, reconstruction and replacement of faulty work and materials and may recover the cost of so doing from the Developer, on demand;
- (b) may make any payment which ought to have been made by the Developer in connection with the Works and this Agreement, and recover the amount thereof from the Developer, on demand; and/or,

- (c) provided that if in the Township Engineer's opinion, the doing of anything hereinbefore authorized to be done is immediately necessary to prevent damage or hardship to persons or property, the Township may do such thing(s) forthwith without giving notice of its intention so to do. These types of deficiencies can be considered an immediate safety, environmental or operational risk hazard or concern by the Township.

It is understood and agreed by the parties that the entry upon the Lands by the Township or the doing of anything by the Township as authorized by this Agreement shall be as agent for the Developer and shall not be deemed an acceptance of the Works by the Municipality and shall not in any way relieve the Developer of the obligations of this Agreement.

6.9 Court Actions

In addition to any other remedy which the Township may have against the Developer for breach of this Agreement the Township may bring action to restrain or to compel specific performance of all or any part of this Agreement and for damages.

6.10 Realizing Security

In addition to any other non- urgent remedy which the Municipality may have against the Developer for breach of this Agreement, after first giving thirty (30) days' notice to the Developer, the Township may, at any time and from time to time, realize upon and enforce any Security available to it and use the funds derived therefrom to pay the cost of doing any work or thing in respect of which the Developer is in default, or to recover such costs if the Township has done such work or thing prior to realizing upon and enforcing the security. Similarly, the Township may recover any money which it has paid and which the Developer ought to have paid or any money which is otherwise due to the Township from the Developer under the terms of this Agreement. If the funds derived from the Security exceed the amount due to the Township, the excess shall be refunded to the Developer upon final acceptance and assumption of the Works. If there is a deficiency in the amount due to the Township after realizing Security, the same shall be recoverable from the Developer forthwith upon demand.

If an Urgent Deficiency is brought to the attention of the Township, the Township will provide 24 hours notification and identify the works and services that require repair to the Developer. The Developer will be required to provide a response within 24 hours and provide an immediate schedule of work in an acceptable timeframe to the Township. If the Developer doesn't provide a response within 24 hours, the Township will schedule the work and either invoice the Owner for payment or use Security for actual costs plus a 15% administration charge.

6.11 Replacement of Security

In the event that the Township realizes upon any Security available to it and uses the proceeds derived there from to pay the cost of doing any work or thing in respect of which the Developer is in default or to recover such costs if the Township has done such work or thing prior to realizing upon and enforcing the Security, then forthwith upon demand by the Township, the Developer shall immediately re-instate the Security to the amount or value that it was immediately prior to the use of such proceeds as aforesaid. The re-instatement of such Security may be in the form of cash deposits, and/or irrevocable letters of credit, Lots and shall stand as additional Security for the performance of the Developer's obligations under this Agreement.

SECTION 7 – CONSTRUCTION

7.1 General

Upon approval of the Plan by the County and as otherwise provided for in this agreement, the Developer shall design, construct and install all Works as shown on the approved engineering documents and engineering drawings. The said Works shall be constructed, installed, maintained and repaired in good workmanlike manner, at the Developer's sole risk and expense and in accordance with engineering specifications approved by the Township. The Developer shall at its expense and to

the satisfaction of the Township, arrange for the relocation of all existing services and infrastructure made necessary by the construction of the Works in the Lands.

7.2 Works to be Installed

The Works to be installed are set out in Schedule "C" to this Agreement. The Developer is required to install any unidentified service that is found during construction if the service is not abandoned. The Developer is required to notify the Township's Engineer if they come across an unidentified service that is not shown on approved plans in Schedule "C". The Developer has an obligation to connect all these unidentified services as directed by the Township. The Developer shall construct and install, subject to the rights reserved by the Township, the following services and infrastructure on all streets and lands laid out in the Plan and as more particularly described in Schedule "C" and following final approval of the Plan by the County and registration of same:

Works and Services to be installed for development before Preliminary Acceptance and issuance of building permits for any Lots:

- (a) Storm sewers, watermains and building connections to the lot line. Storm sewers and watermain building connections to the lot line shall be permitted to be completed after issuance of building permit and Certificate of Preliminary Acceptance if the road reconstruction project is not completed at time of building permit application;
- (b) Hydrants. Hydrants will not be required prior to building permit and Certificate of Preliminary Acceptance issuance if the road reconstruction project is not completed at time of building permit application or at time of request of Certificate of Preliminary Acceptance;
- (c) Underground Utilities in accordance with the requirements of this Agreement;
- (d) Roadways are paved to base asphalt with geotechnical approval;
- (e) Street lighting is installed and energized;
- (f) Street and Regulatory Signs;
- (g) Lot Identification Signs;
- (h) Easements and maintenance agreements for utilities registered on title as per Section 10;
- (i) All dead trees within the limits of the plan have been removed; and,

Services to be installed after building permits are issued and prior to Final Acceptance (Assumption) of any Works:

- (a) Private stormwater system (low impact stormwater) controls in the rear and side yards of the lots;
- (b) Roadways are paved to surface asphalt with geotechnical approval. Base asphalt would need to be in place for two years and in good condition, to satisfaction of Township;
- (c) House numbers installed;
- (d) Asphalt paving (or other material consistent with the material utilized for the adjacent driveway) in driveways between the curb and property line;
- (e) Lot grading in accordance with an approved Site Grading Plan;
- (f) Topsoil, and sod on boulevard from property line to curb;
- (g) Tree planting and landscaping features as shown on the Plan as per section 8.2; and,

(h) Permanent street signs installed by Township at the Developer's expense.

The Works as described above and in Schedule "C" are included herein to set out the works in general terms only and shall not be construed as covering all items in detail. If at any time and from time to time during the development, the Township's Engineer, acting reasonably, is of the opinion that additional works are necessary to provide adequately any of the public services required by the Plan, the Developer shall, at its sole expense, construct, install or perform such additional works.

7.3 Schedule of Works

Except as otherwise specifically provided for herein or unless otherwise approved by the Township, the Developer shall install all Works in accordance with the requirements of this Agreement and the approved Schedule of Works provided to the Township's Engineer prior to commencement of construction. The Developer is to complete all Works which include construction of any buildings on lots and blocks between 7:00 a.m. to 9:00 p.m. Monday to Friday. Should the Developer undertake any work outside of these specified times, a penalty will be levied against the Developer in the amount of result \$175 for the first incident and of \$500 for each and every subsequent incident, with that penalty to be payable within 15 calendar days of same being levied and collectable from the Security posted in accordance with this agreement if it remains unpaid after that time has passed. Service vehicles to repair equipment will be permitted to work outside of these hours.

7.4 Failure to Adhere to Schedule

Failure by the Developer to adhere to the approved Schedule or Works may result in the Township completing the Works and utilizing the Developer's Securities or declaring this agreement to be null and void.

Failure to commence construction within the time schedule of the approved Schedule of Works may result in the Township declaring this Agreement to be null and void and the Township may deem the property not to be a Plan of Subdivision.

7.5 Progress of Works

After the issuance of the Authorization to Commence Work, the Developer shall cause to be constructed and installed the Works on a continuous basis and as quickly as possible and shall complete the Works and achieve Final Acceptance (Assumption) within six (6) years of receipt of the issuance of the Authorization to Commence Work. The Developer may, at any time and from time to time, seek an extension or extensions of such six (6) year period in respect of all or any part or parts of the Works and Council may grant any such request on such terms and conditions as the Township may see fit to impose. If the Developer does not seek and received an extension of the deadline set forth herein, the Township may, in its sole discretion, declare this agreement to be null and void and the Township may, in its sole discretion, deem to Plan to not to be a Plan of Subdivision.

7.6 Standard of Work and Variations

The Developer shall construct and install all Works in a timely manner, in strict accordance with the approved engineering documents, good engineering practice, the Township's Design Standards, Supplemental Specifications and Ontario Provincials Standards and Specifications, and this Agreement and to the entire satisfaction of the Township acting reasonably.

The Township's Engineer may require, in writing, such reasonable variations from the approved engineering documents as may be required by conditions which may be disclosed as the construction and installation of the Works progresses and the Developers shall construct and install the Works strictly in accordance with the engineering documents as so varied.

If the Developer fails to construct and install the Works as required in this Agreement, or having commenced to install the aforesaid works, fails or neglects to proceed with the speed of an experienced and prudent Developer acting reasonably, or in the event that the aforesaid works are not being installed in the manner required by the Township, then upon the Township giving seven (7) days written notice to the Developer, the Township may,

without further notice, enter upon the Lands and proceed to supply all materials and to do all the necessary works in connection with the installation of the said works, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost thereof together with an engineering fee of ten percent (10%) of the cost of such materials and works to the Developer who shall forthwith pay the same upon demand. If the Developer fails to pay the Township within thirty (30) days of date on the bill, the money owing may be deducted from the Security. It is understood, in the event that the Township must enter upon the Lands and have works completed or repaired due to situations as outlined above, any or all original drawings and specifications prepared by the Developer's Engineer must be turned over to the Township for its use should it require same. It is understood and agreed between the parties hereto that such entry upon the Lands shall be as agent for the Developer and shall not be deemed for any purpose whatsoever, as an acceptance or assumption of the said Works by the Township. The Township, in addition to all other remedies, may refuse to issue building permits until such works are completely installed in accordance with the requirements of the Township, as documented throughout this agreement.

7.7 Default on Performance

Without limiting the obligations of the Developer herein, if the Developer shall default on the performance of any term, covenant or provision of this Agreement and if such default shall continue for thirty (30) days after the Developer receives written notice of such default by the Township (or such shorter time as may be required in the cases of an emergency or other urgent matters or as otherwise provided for herein), the Township may perform that obligation on the Developer's behalf and may enter onto the Lands for this purpose. If the Township is compelled or elects to incur any expense in connection with its performance of the Developer's obligations (including any engineering or legal fees incurred in connection with such actions), any reasonable costs so incurred by the Township, together with all interest thereon and any damages incurred, shall be payable by the Developer to the Township and shall be collectible by the Township in like manner as municipal taxes. The Developer also acknowledges and agrees that the Township has the right to draw down any Security for the purpose of collecting any such expenses incurred by the Township.

7.8 General Maintenance

The Developer shall maintain or cause to be maintained all of the Lands in a clean, neat and nuisance free condition and shall carry out or cause to be carried out all weed cutting as per the Township's By-Law and maintenance on all of the Lands and shall maintain all roads and pedestrian walks within the Lands free from mud, snow, debris, building materials and all other obstructions or waste. The Developer's maintenance requirements and obligations set out herein shall continue until the Final Acceptance and Assumption of the Works by a by-law of the Township.

The Developer shall not dump or store or permit the dumping or storing of any fill, snow, debris, building materials or any other kind of material on the Lands at any time, save during construction operations when such materials as are necessary for the construction.

7.9 Street Sweeping on Municipal Owned Roads

If the Developer fails to regularly maintain the municipally owned roads in the vicinity of the Subdivision during construction, the Township will coordinate all street sweeping on municipal owned roads required as a result of the developer's construction activities and the developer will be charged for this expense including a 15% administration charge. The Township will coordinate street sweeping every Friday as the Works are being built until the road is assumed by the Township, if the Developer fails to regularly maintain street cleanliness. The Township's Engineer may increase the frequency of street sweeping and will provide notification to the Developer prior to this frequency change. A change in frequency of street sweeping will be at the discretion and satisfaction of the Township.

7.10 Temporary Parking

No vehicles shall use the Public ROW for parking, all parking required for construction purposes shall be managed within the site. A penalty will be levied

against the Developer in the amount of \$175 for the first incident of non-compliance and of \$500 for each and every subsequent incident of non-compliance, with that penalty to be payable within 15 calendar days of same being levied and collectable from the Security posted in accordance with this agreement if it remains unpaid after that time has passed.

7.11 Snow Removal

If the Township is unable to clear snow from the roadway as a result of the roadway being blocked or obstructed by Developer activity, the Developer will be required to pay a penalty in the amount of \$1000 per incident.

7.12 Inspection by Township

The Developer's Engineer shall notify the Township's Engineer in advance of construction or installation of the Works for the purposes of inspection by the Township's Engineer. The Township's Engineer may, at the expense of the Developer, engage a Professional Engineer and other technical consultants to assist him or her in the performance of any inspection or supervision. The Developer will be required to notify the Township's Engineer prior to installation of any water infrastructure and a commissioning plan is required prior to commissioning the watermain within the registered plan.

SECTION 8- DRAINAGE, PRIVATE STORMWATER SYSTEM AND LANDSCAPE DESIGN

8.1 Drainage and Low Impact Stormwater Controls

The Developer and any and all subsequent Owners shall construct all Works necessary to provide proper drainage of all lands included in the Lands and any adjacent lands that drain through the Lands and/or receive drainage flow from the Lands all in accordance with the approved engineering documents. It is understood and agreed by the parties hereto that the drainage of surface waters on the Lots and Blocks in the Plan, are the sole responsibility of the Developer and subsequent purchasers, and the Developer is to provide and maintain adequate drainage of such surface waters. Satisfactory drainage outlets shall be provided. Drainage outlets shall be constructed from the limits of the Plan to a sufficient outlet in accordance with the approved drainage report and drainage plans and all Applicable Laws. It is further understood and agreed by the parties hereto that drainage outlets may be located outside of the Lands.

The Developer shall not interfere with any existing drain or watercourse, without written permission of the Township. Such permission shall be provided through the approval of the plans of the Works. Granting such permission shall not relieve the Developer of responsibility for any damage caused by such interference and the Developer shall indemnify the Township against any claims against the Township relating to such damage.

The Developer acknowledges that all Works necessary to provide proper drainage of the lands included in the Lands and any adjacent lands includes, but is not limited to, construction of a municipal drain on Thomas Road.

The Developer shall be responsible for any and all costs associated with the construction of all Works necessary to provide proper drainage of all lands included in the Lands and any adjacent lands that drain through the Lands and/or receive drainage flow from the Lands.

8.2 Private Stormwater System

The Developer and any and all subsequent Owners shall construct and maintain all Works necessary for Low Impact Stormwater controls shown in the approved plans and specifications for the private stormwater system ("Private Stormwater System"). The ongoing operation, maintenance and functioning of the Private Stormwater System is the responsibility of the Developer and any and all future Owners.

Nothing shall be permitted to alter, interfere with, encumber or restrict the functioning of the Private Stormwater System.

The Developer shall grant a blanket easement to the Township across each lot to permit inspections and, where the Developer or any and all subsequent Owners fail or refuse to maintain or repair the Private Stormwater Systems, to perform maintenance and repairs using municipal forces or third-party agents. All costs associated with such inspections, maintenance and/or repairs performed or caused to be performed by the Township, arising out of a failure or refusal by the Developer or any and all subsequent Owners to adequately maintain or repair the Private Stormwater System shall be the sole responsibility of the Developer or subsequent Owner of the applicable lot. Such costs may be recovered by the Township in any lawful manner including in a like manner to taxes pursuant to the Municipal Act, 2001.

8.3 Tree Planting

The Developer will be required to provide the Township’s Engineer with a tree planting plan that complies with the Township’s Planting Guide that shows distances from driveway and utilities. The plan shall include a tree for each lot and trees along blocks spaced every 10 metres. The tree planting plan shall be provided prior to the Final Acceptance request with all trees planted prior to the Final Acceptance certificate being issued by the Township.

SECTION 9 - CONSTRUCTION REQUIREMENTS

9.1 Access and Haul Roads

Maintenance of Access Roads

All access roads must be maintained by the Developer in good repair acceptable to the Township’s Engineer during the time of construction. This shall include the removal of mud tracked from the Lands as well as dust control.

Road Closure

No roadway may be closed without the prior written consent of the Township. To obtain such consent, the Developer shall advise the Township's Clerk, not later than fourteen (14) days prior to the proposed closure, of the date, time and duration they wish to close a roadway. All costs for advertising and signage for such closure shall be at the sole expense of the Developer.

Construction Routes

For the purpose of minimizing or eliminating danger, damage or inconvenience, the Township reserves the right to limit or prohibit the use of any existing access and/or haul road by the Developer. The Developer shall direct all or certain construction vehicles or equipment associated with the construction of the Works along such streets as may be specified by the Township’s Engineer or when directed by the Township’s Engineer along such temporary construction roads as are to be constructed and maintained by the Developer. If the developer neglects to direct all vehicles to the assigned access route the Township will charge the Developer \$500 for each incident.

Damage Repair

In the event that any part of a road is damaged during construction of the Works, the damage shall be restored by the Developer at its expense as may be directed by the Township’s Engineer.

9.2 Movement of Fill

The Developer covenants and agrees that it shall not dump nor permit to be dumped any fill or debris on, nor shall it remove or permit to be removed any fill, topsoil, trees or shrubs from any public lands, other than roads located within the Plan, without the written consent of the Township’s Engineer. The Developer further agrees that no topsoil shall be removed from the lots and/or blocks except for construction purposes within the development and then such topsoil shall be stockpiled during grading operations and as

each building is completed, the topsoil so stockpiled shall be replaced on the ground around each building, and the replacing of such topsoil shall include all surfaces not covered by buildings, driveways or pavement within the development. Excess topsoil may be removed from the site with the approval of the Township.

9.3 Damage to Existing Municipal Property

Where any municipal property, including any Highway, has been damaged as a result of development and any works carried out on the Lands, the Developer shall restore or reconstruct the municipal property to its former state as directed by and to the satisfaction of the Township at the Developer's expense.

9.4 Testing

The Township may, at its sole discretion and at the sole expense of the Developer, have any qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction of any of the Works, or may require television camera or soil tests to be carried out, and the cost of such tests shall be paid by the Developer within ten (10) days of the account being rendered by the Township. Nothing herein shall relieve the Developer of its responsibility to carry out any tests required by good engineering practice and all applicable laws.

9.5 Sewer Testing Inspection Program

The Developer covenants and agrees to:

- (a) undertake and pay for a sewer video inspection program, deflection testing program, infiltration/exfiltration testing program for all new storm sewers and low impact storm features constructed as part of the Works for the Plan of Subdivision;
- (b) provide the Township with video tapes and written reports in a format as specified by the Township's Engineer;
- (c) carry out the video inspection prior to Assumption of the Works or at any other time if required by the Township's Engineer; and,
- (d) remove all silt and debris from the sewers prior to the video inspection taking place and to rectify any sewer deficiencies that may be outlined in the report or as required by the Township's video-tape inspection report.

9.6 Emergency Access

The Developer shall at all times during construction and development of the Works maintain emergency access to the Lands to the satisfaction of the Township's Engineer.

9.7 Construction Refuse and Weeds

The Developer, and each subsequent Owner of Lots or Blocks within the Plan, shall regularly dispose of all construction refuse, debris or weeds whether it be from site servicing or house building or any other source related to the development of the site, in an orderly and sanitary fashion. If the Developer or subsequent Owner of the Lots or Blocks within the Plan fails to remove and dispose of construction refuse, debris or weeds to the satisfaction of the Township, the Township may give written notice to the Developer or lot Owner. If the Developer or Owner fails to dispose of the refuse, debris or weeds within forty-eight (48) hours after receiving a written request from the Township to do so, the Township may, without further notice, undertake such removal and disposition and the cost thereof shall be paid by the Developer or Owner forthwith upon demand, which costs shall include all expenses incurred by the Township in carrying out such removal and disposition. The burning of construction refuse, debris of weeds, whether it be from site servicing or house building or any other source related to the development of the site on any lands within the Plan is prohibited.

9.8 Dust Control

At all times prior to the Township finally accepting and assuming by by-law all Works, the Developer shall use such reasonable method(s) to prevent any dust problem to traffic or home occupants in a manner that is acceptable to the Township. Should the Developer, in the opinion of the Township, be in default, the Developer shall be notified in writing of such default, failure, neglect or delay, and if action to correct the default, failure, delay, or neglect has not been taken within twenty-four (24) hours after such notice, the Township shall have full authority and power to carry out the necessary works at the expense of the Developer.

9.9 Municipal Street Numbers

- (a) The Developer agrees to accept the designation by the Township's Engineer of all Lot, Block or building numbers for use within the Plan.
- (b) The Developer shall display by means of a legible sign at least 1' x 1' to be erected on each Lot or Block within the Plan, the Lot or Block number as shown on the Plan and the street number and Lot or Block number for each Lot or Block prior to the issuance of a Building Permit for that Lot or Block which sign shall remain until such time as the building on such Lot or Block is occupied in accordance with the provisions of this Agreement.
- (c) The Developer shall display the municipal number for each property upon occupancy.
- (d) All costs related to Lot, Block or building numbering shall be the responsibility of the Developer.

9.10 Driveways

The Developer hereby agrees that the driveways for all lots, blocks and buildings located within Plan will be in a location and have a width and design as approved by the Township. All driveways for all lots in the Plan should be located in a manner that will minimize the amount of snow that will accumulate in the driveway. The location of driveways is particularly important with respect to all corner lots located in the Plan, as these driveway entrances must be located as far as possible from the street corner to minimize the amount of snow that will block these driveways during the Township's efforts to remove snow.

9.11 Contaminants

In the event the Developer discovers any waste, contaminants, pollutants, hazardous substances or any other similar substances that may be detrimental to the environment during the development of the Lands, the Developer hereby agrees to notify the Township and the Ministry of the Environment, Conservation and Parks immediately and take all necessary steps and remedial efforts required by the Ministry of the Environment, Conservation and Parks and the Township to remove such waste, contaminants, pollutants, hazardous substances or other substances that could be detrimental to the environment. In taking such action, the Developer shall fulfill all legislative requirements for the remediation and clean-up and shall comply with all legislative requirements regulating the removal, transportation and disposal of such waste, contaminants, pollutants, hazardous substances or any other similar substances from the Lands.

9.12 Archaeological Resources

If archaeological remains should be discovered during construction, it is recommended that archaeological staff of the Ontario Ministry of Tourism, Culture and Sport be notified immediately. Similarly, if human remains should be encountered during construction, it is recommended that the proponent immediately notify the Ontario Ministry of Tourism, Culture and Sport and the Registrar of the Cemeteries Regulation Unit of the Cemeteries Branch.

SECTION 10 - UTILITIES APPROVAL REQUIREMENTS

10.1 Utility Costs and Charges

The Developer shall deal directly with all Utility companies. The Developer or the Developer's Engineer shall obtain all approvals and permits and pay all fees and charges directly to the appropriate Utility.

10.2 Distribution Agreement

The Developer shall enter into a distribution agreement with the appropriate Utility providers for the installation of services to the Lands, and for the provision of easements with respect to such installations, at no expense to the Township, and in accordance with the terms, conditions and specifications laid down by the Township and the Utility providers.

10.3 Telecommunication Carriers and Distribution Undertakings ("Telecoms") - Occupation of Streets

The Developer shall by written notice, provide those Telecoms which are regulated by the Canadian Radio-television and Telecommunications Commission, and which are permitted by Agreement with the Township to use and occupy Streets, the opportunity to install, repair and maintain equipment in a common Telecom trench within all proposed road allowances.

Prior to final approval, the Developer shall contact the licensed communication/telecommunication service providers within the Township prior to commencing any work within the plan and confirm sufficient wire line communication/telecommunication infrastructure is currently available to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Developer is hereby advised that the Developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the Developer elects not to pay for such connections and/or extension of the existing communication/telecommunication infrastructure, the Developer shall be required to demonstrate to the Township that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e. 911 Emergency Services). The Developer shall provide the Township with confirmation from the licensed service providers that communication/telecommunication infrastructure will be available to the plan.

10.4 Common Trench

The Developer shall co-operate with the applicable Utility providers so construction of the Works may be coordinated to utilize a common trench with other utilities to the extent practicable.

10.5 Relocation of Utilities

The Developer covenants and agrees to carry out all works and pay all costs associated with the relocation, repair or removal of any existing on-site or adjacent Utility facility to the satisfaction of the appropriate Utility provider, where the relocation or removal is required as a direct result of development on the Lands. Further, the Developer shall adjust all road grades, the grade of any affected water service boxes, valves, hydrants and valve chambers as may be required by the Township.

10.6 Easements and Maintenance Agreements for Utilities

All easements and maintenance agreements required for Utilities shall be provided and agreed to by the Developer, to the satisfaction of the appropriate Utility provider and the Developer shall ensure that the required easement documents are registered on title immediately following registration of the Plan and the affected agencies are duly notified.

SECTION 11 - ACCEPTANCE OF WORKS

11.1 Certificate of Preliminary Acceptance

Upon completion of the Works to be installed as outlined in Section 7.2 and prior to the issuance of any building permits, the Developer may apply to the Township for a Certificate of Preliminary Acceptance of said Works. Such application for a Certificate of Preliminary Acceptance shall require written certification from the Developer's Engineer stating that such Works are complete and have been constructed and installed in accordance with the approved plans, drawings and specifications in this Agreement. The Developer's Engineer shall also provide the Township's Engineer with a report of the value of that part of the Works remaining to be completed. Prior to the Developer's Engineer providing this request to the Township, all of the requirements in this agreement pertaining to Preliminary Acceptance must be completed and documented in the Developer's Engineers report.

As soon as possible after the receipt of an application for a Certificate of Preliminary Acceptance of any Works is received by the Township, the Township will inspect the Works and the Township shall either furnish the Developer with a list of deficiencies for the Works or issue a Certificate of Preliminary Acceptance with respect to the Works. If the Township furnishes the Developer with a list of deficiencies for the Works, the Developer shall correct those deficiencies and the Township shall only issue a Certificate of Preliminary Acceptance upon being satisfied that those deficiencies have been corrected. Upon the Township's Engineer confirming that the underground services and road construction as described above have been completed and upon the Township's Engineer being satisfied with the value of the part of the Works remaining to be completed, the Township shall issue a Certificate of Preliminary Acceptance with respect to the Works.

11.2 Use of Works by Township

The Developer agrees:

- (a) the Works may be used prior to acceptance by the Township for the purposes for which such Works were designed;
- (b) the Township may, prior to acceptance by the Township, authorize the use of the Works by any other authorized person in connection with any part of the Lands;
- (c) until the Township finally accepts the Works by by-law, the Works shall be on account of the Developer and shall be fully the responsibility of the Developer; and,
- (d) such use shall not in any way relieve the Developer of its obligations in respect of the construction, installation, repair and maintenance of the Works so used.

11.3 Rights of Inspection

The Township's Engineer or designate shall have the right at any time and from time to time to enter upon the Lands and other lands upon which any of the Works are or are to be constructed or installed and to make such tests and inspections as she may deem desirable or necessary. The Township's Engineer shall have the right to make and to call for and obtain any document, contract, plan, specification, record or other writing or things which, in his/her opinion, is desirable for his/her to obtain in order to facilitate her inspection and supervision and, if the Township's Engineer shall deem it necessary, to engage technical consultants to assist his/her in the performance of any inspection or supervision and the costs for such technical consultants, if engaged, shall be paid by the Developer.

In the event that an existing sewer drain is encountered during development on the Lands, including construction and installation of Works, the Developer's Engineer shall investigate the matter and shall make recommendations to the Developer and to the Township's Engineer with respect to the sewer or drain encountered. The Township's Engineer may approve the recommendation, or she may direct the Developer's Engineer

to carry out the works required with respect to the sewer or drain encountered and all such works shall be carried out at no expense to the Township. The Developer shall also ensure that there is no interruption of any subsurface drainage flow because of construction on the Lands which would have an adverse effect on neighbouring properties. In the event an interruption occurs, the Developer shall carry out any remedial work to correct the problem as recommended by its Professional Engineer to the satisfaction of the Township's Engineer at no expense to the Township.

11.4 Orders by Engineer

In the event that the Township is not satisfied that installation, construction, maintenance or repair is being done in accordance with the approved plans, specifications and schedules or in accordance with good engineering practice, the Township's Engineer may stop the work at any time and for any length of time.

If the Township's Engineer deems that work is not proceeding in a proper manner, they may stop the work and require that another contractor be placed on the job to complete such work.

All works carried out by the Township and all costs incurred by the Township in stopping the work shall be paid by the Developer forthwith upon demand by the Township.

11.5 Final Acceptance

Subject to the provisions of this Agreement and after One Hundred percent (100%) of the Lots have been fully built for which Final Acceptance is being requested, the Developer may apply to the Township for a Certificate of Final Acceptance.

Before applying for a Certificate of Final Acceptance of any Works, the Developer shall furnish the Township with the following:

- (a) Formal certification of final completion from the Developer's Engineer certifying that all Works and services have been installed;
- (b) The most current As-Built drawings, engineering statistical information, testing results, and any digital records in a format satisfactory to the Township's Engineer;
- (c) All records from the required video examination and testing requirements of all sanitary and storm laterals demonstrating there are no blockages or deficiencies within the systems;
- (d) A statutory declaration that all accounts related to the Works, services and materials supplied have been paid, except any construction lien or any other contractual or statutory holdbacks, and that there are no claims or liens related thereto;
- (e) Confirmation by all applicable Utility operators that all acceptable arrangements have been made with the Developer as to the completion of the installation, at no cost to the Township, of all necessary Utilities and all other service distribution systems;
- (f) A certificate from the Developer's Engineer, certifying that all the deficiencies have been addressed;
- (g) Confirmation from the Ministry of the Environment, Conservation and Parks, Hydro One Inc, the Conservation Authority, the Ministry of Natural Resources and any other applicable approval authority or government ministry that all of their respective requirements have been satisfied by the Developer;
- (h) A written statement by an Ontario Land Surveyor stating that all standard survey bars on the Lands have been found, replaced or re-established in accordance with the Plan;
- (i) A certificate from a registered Ontario Land Surveyor certifying that , on a date not earlier than thirty (30) days before the application to the Township for the Certificate of Final Acceptance, such Ontario Land Surveyor took such elevations

on the Lands as were necessary to determine whether the elevations and grades were on that date in accordance with the General Grading Plan submitted to and approved in accordance with this Agreement and further certifying that the elevations and grades were on that date in accordance with the General Grading Plan, within three inches, and that, on that date, the Lands had been graded so that the slope was uniform between adjacent elevations; and,

- (j) A certified statement indicating the costs that the Developer incurred to construct the water lines, sewer services, drainage works and roads.

Before applying for a Certification of Final Acceptance of any Works, the Developer shall:

- (a) clean all sewers, manholes, and catch basins so they are free of road materials, building debris, and other foreign matter, and clean such materials from the system, provide a sewer video inspection, and rectify any deficiencies the sewer video inspection may reveal;
- (b) clean and remove any debris and earth deposits from all roadway pavement and the Lands;
- (c) rectify and repair all damages, settlements, or depressions to the above ground infrastructure including but not limited to curbs, water boxes, sidewalks, and roadways; and
- (d) rectify, clean out, and repair any damages to the stormwater management facilities, and confirm to the Township by a certificate from the Developer's Engineer proficient in storm water management, that these facilities are functioning in accordance with the approved stormwater management report and engineering drawings.

11.6 Acceptance During Winter Months

The Township will not be required to provide Certificates of Acceptance during the winter months or any other time of year when inspection of the Works is impractical due to snow cover or other adverse conditions, weather or otherwise.

SECTION 12 — ASSUMPTION OF WORKS

12.1 Assumption of Works

As soon as practicable after receiving a complete application for a Certificate of Final Acceptance, the Township's Engineer shall inspect the Works. Promptly after the completion of the inspection, the Township shall either:

- (a) issue a Certificate of Final Acceptance of the Works; or,
- (b) issue to the Developer a statement of deficiencies for the Works.

If the Township furnishes the developer with a list of deficiencies for Works, the Developer shall correct those deficiencies and notify the Township when those deficiencies are to be corrected so that the Township may be in attendance. Upon the Developer rectifying all the deficiencies, the Developer may make further application to the Township for final acceptance of the Works.

When the Township is satisfied that all applicable Works have been completely installed, repairs and maintenance work to all applicable Works have been completed, all deficiencies, if any, have been corrected, that all Township accounts have been paid, and that all financial requirements as herein provided have been met, the Township shall issue to the Developer a Certificate of Final Acceptance of the Works as well as pass an Assumption by-law. Following the issuance of Final Acceptance of the Works, the developer is subject to an End of Warranty. This End of Warranty period will last one year and commences after the Certificate of Final Acceptance has been passed.

12.2 End of Warranty Period

The Developer shall be responsible for the repair and maintenance of all Works installed pursuant to this Agreement, including without limitation all utility costs, for a period of one year after the passing of the Certificate of Final Acceptance. Prior to the End of Warranty Period certificate, if the Township furnishes the developer with a list of deficiencies for Works, the Developer shall correct those deficiencies and notify the Township when those deficiencies are to be corrected so that the Township may be in attendance. Upon the Developer rectifying all of the deficiencies, the Developer may make further application to the Township for the End of Warranty certificate.

12.3 Ownership of Works

Upon the passing of the Assumption by law, the ownership of the Works shall vest in the Township. Upon the issuance of the End of Warranty Period certificate, the maintenance of the Works on public property shall vest in the Township.

SECTION 13 — MAINTENANCE OF WORKS

13.1 Maintenance of Lots

The facilities and Works required in this Agreement shall be provided and maintained by the Developer, including the Owner of each lot from time to time, at such Owner's sole risk and expense and to the satisfaction of the Township.

13.2 Remedy for Failure to Maintain

If after Assumption, the Developer, including any Owner, fails to carry out maintenance work within three (3) business days after receipt of notice of the failure from the Township, then the Township shall have full authority and power to purchase such materials, tools and machinery and to employ such workers as in its opinion are required for the proper maintenance of the Works at the cost of the Developer and may, without further notice, undertake such maintenance work and the total costs of such work, including engineering fees, shall be borne by the Developer. If the Developer fails to pay the Township within thirty (30) days of the date of billing then the money owing may be deducted from any deposited Securities. In the event of the Developer's failure to pay, any amount owing to the Township may be collected in like manner as municipal taxes. Nothing in this clause shall require the Township to carry out any such maintenance whatsoever. Any entry upon the Lands for purposes of this clause shall not constitute a final acceptance of any Work by the Township.

13.3 Lot Grades

The Developer shall, at all times, maintain or cause to be maintained the elevations and grades, including any swales, on all lots and blocks as shown on the Plan in accordance with the General Grading Plan which has been approved in accordance with this Agreement.

13.4 Maintenance of Vacant Land

The Developer shall maintain any vacant land within the Plan in a condition acceptable to the Township. The maintenance of the vacant land shall include, but is not limited to, leveling, grading for the provision of proper drainage, seeding, the prevention of standing water, the cutting of grass and vegetation and the removal of noxious weeds all in accordance with the General Grading Plan.

13.5 Flooding

The Developer shall respond to any drainage issues/flooding occurring throughout the Lands and provide the necessary works required to alleviate the drainage issues/flooding.

13.6 Maintenance of Roads

The Developer shall maintain and be responsible for all roads within and adjoining the Lands until the End of Warranty Period certificate. If a building permit is issued before the Certificate of Preliminary Acceptance is issued by the Township, the Developer shall install the first layer of asphalt for the roadways and maintain the roadways in a well graded, dust and mud free condition fit for normal traffic at all times and will erect street signs, traffic and speed limit signs of a design and in locations specified by the Township, which signs shall become the property of the Township upon the End of Warranty Period certificate.

The Developer shall provide road maintenance within and adjoining the Lands in a manner that is acceptable to the Township and which allows access for all residents as well as for municipal services (i.e. garbage collection and emergency services). Year-round maintenance of roads shall include grading, dust control and general clean-up of the site.

In the event that proper road maintenance is not provided by the Developer to the satisfaction of the Township, the Township, through its servants, contractors or agents shall have full authority and power to carry out the necessary works at the expense of the Developer and may provide maintenance and/or remove snow without notice to the Developer. All costs of such work shall be paid by the Developer within thirty (30) days of date of billing or otherwise may be deducted from the deposited Securities. In the event of the Developer's failure to pay, any amount owing to the Township may be collected in like manner as municipal taxes. Nothing in this clause shall require the Township to carry out any such maintenance whatsoever, except as may otherwise be agreed to by the parties in a separate agreement respecting winter road maintenance within the Plan. The Developer further agrees that any work done by the Township pursuant to this Agreement before the roads are accepted by the Township shall not be deemed in any way, to be an acceptance by the Township of the roads in the said Plan upon which such work is done. The Developer acknowledges that the Township, in providing maintenance or during snow removal, may damage or interfere with the works of the Developer and cause damage to such works and the Developer hereby waives all claims against the Township that it might have arising therefrom and covenants that it will make no claim against the Township for such interference or damage. Representation may be made requesting that the Township consider entering into a separate Agreement with the Developer to undertake the winter road maintenance within the Plan.

13.7 Emergency Repairs

Employees or agents of the Township may enter onto the Lands at any time or from time to time for the purpose of making emergency repairs to any of the Works. Such entry and repairing shall not be deemed an acceptance of any of the Works by the Township or an assumption by the Township of any liability in connection therewith or a release of the Developer from any of its obligations under this Agreement.

SECTION 14 - OWNER'S OBLIGATIONS

14.1 Notice to Purchasers

The Developer covenants and agrees that the following notices shall be included in all agreements of purchase and sale for the whole or any part of a lot or block on the Plan of Subdivision:

- (a) the purchaser acknowledges and agrees to provide and maintain a paved parking area on the lot, in the absence of a garage on the lot, and a paved driveway from the travelled portion of the street to the lot property line, and for the purposes of this clause, interlocking brick or concrete shall be regarded as paved surface but a tar and chip double surface treatment surface shall not be regarded as a paved surface;
- (b) the purchaser acknowledges and agrees to, at all times, maintain the elevations and grades on the lot in accordance with the lot grading plan therefore and the General Grading Plan which has been approved, in respect

of the lot, in accordance with this Agreement and regarding the construction of buildings acknowledges and agrees that:

- i no building permit application shall be closed until there has been filed with the Township's Building Inspector, a final grading certificate bearing the signature and seal of a Professional Engineer or of a registered Ontario Land Surveyor, confirming that the elevation of the foundation and lot grading, as constructed, generally conforms to the lot grading plan which has been approved in respect of that lot and the General Grading Plan which has been approved in accordance with this Agreement;
- (c) except where crossed by driveways or where a sidewalk is located or where landscaped, the purchaser acknowledges and agrees to maintain a lawn in that portion of the street from which access to the lot is permitted between the lot line and travelled portion of the street;
- (d) the purchaser acknowledges and agrees that on each lot upon which swales are located the purchaser shall, as required by the General Grading Plan and at all times, maintain and repair such swales so as not to alter the drainage pattern established by such General Grading Plan;
- (e) in connection with any building with a basement or cellar on any lot, the purchaser of such lot agrees to ensure that the foundations are at all times properly damp-proofed and that the ground surface is at all times properly graded to direct all surface water away from the building;
- (f) the purchaser agrees that if weeping tile is provided in connection with any building or structure on the lot for the accumulation and disposal of storm, surface or ground water; it is to be directed to an approved storm water outlet.
- (g) in connection with any building with a basement or cellar on any lot, the purchaser of such lot *agrees, at all times*, to provide and maintain a self-activated sump pump in the basement or cellar of the building and, at all times, shall maintain such sump pump in good and serviceable condition with a proper and adequate outlet; and each sump pump shall be completed with a waterproof sump;
- (h) the purchaser acknowledges and agrees that postal service may be delivered by way of community mailboxes, which shall be located to the satisfaction of Canada Post Corporation; and,
- (i) the purchaser acknowledges that a tree will be installed within the Township Road Allowance and the tree is to be maintained by the purchaser
- (j) the purchaser acknowledges that garbage and recycling pick up is currently bi-weekly in the Township
- (k) the purchaser acknowledges that a 1.2m black subdivision perimeter chain-link fence for Lots 1-3, 5-9 and adjacent properties addressed as 4390-4426 Thomas Road, will be installed on their lot as per the approved engineering drawings within 210 days following occupancy. This perimeter fence will be located on their property along the rear lot lines of all lots and along the side lot line of lots 5 and 9 forming the perimeter of the subdivision. Alternatively, a naturalized cedar hedge may be installed to the satisfaction of the Municipality.
- (l) The purchaser acknowledges the required school board clause as referenced in section 14.3 of this Agreement.
- (m) The purchaser acknowledges and agrees to the following:
 - a) You recognize the nearby agricultural operations and support the "right to farm" principle.

- b) You are aware that adjacent farms use frost windmills to circulate air and prevent fruit from freezing.
 - c) You understand that adjacent farms utilize and house specialized seasonal farm workers to maintain the crop.
 - d) You acknowledge that farming operations use sprays to ensure healthy crops, all of which are approved for safe use by Health Canada.
 - e) You recognize that specialized farming equipment is used and permitted on adjacent roadways.
 - f) You accept that manure may be applied to adjacent farms, which can produce unpleasant odors; farmers adhere to strict nutrient management plans
- (n) The purchaser acknowledges all approved development charges, including development charges for school purposes, relating to any such lot pursuant to Section 59(4) of the *Development Charges Act, 1997*, and the *Education Act*.
- (o) The purchaser acknowledges that wireline telecommunications services are not available at the subject site and that all telecommunications services will be by way of cellular and satellite service.
- (p) The purchaser acknowledges and agrees that the owner of the lot is solely responsible for the ongoing maintenance, operation, and proper functioning of all private stormwater management works, including but not limited to low impact development (LID) features, as shown in the approved plans and specifications for the lot. The owner shall ensure that these systems are kept in good working order and shall not permit any alteration, interference, encumbrance, or restriction of their intended function. The Township retains the right to inspect such systems and, in the event of failure or refusal by the owner to maintain or repair the private stormwater works, may perform necessary maintenance or repairs at the owner's expense, recoverable in any lawful manner, including as municipal taxes pursuant to the Municipal Act, 2001.

The Developer shall have the purchaser sign an acknowledgement that he/she has been advised of the above noted information and that it may be subject to change.

14.2 Canada Post

The Developer covenants and agrees to provide the Township with evidence that satisfactory arrangements, financial and otherwise, have been made with Canada Post Corporation for the installation of Community Mail Boxes (CMB) as required by Canada Post Corporation and as shown on the approved Plan, at the time of sidewalk and/or curb installation. The Developer further covenants and agrees to provide notice to prospective purchasers of the locations of CMBs and that home/business mail delivery will be provided via CMBs, provided the Developer has paid for the activation and equipment installation of the CMBs.

The Developer further agrees to:

- (a) include in all Agreements of Purchase and Sale, a statement that advises the prospective purchaser that mail will be delivered via a community mail box;
- (b) note the locations of the community mail box with the development; and,
- (c) notify affected homeowners of any established easements granted to Canada Post to permit access to the community mail box.
- (d) consult with Canada Post to determine suitable permanent locations for the community mail box, which locations shall be indicated by the developer on the appropriate servicing plans;
- (e) prior to offering any units for sale, display a map on a wall of the sales office in a place readily accessible to potential homeowners that indicates the location of the community mail box within the development, as approved by Canada Post;

- (f) provide a suitable and safe temporary site for a community mail box until curbs, sidewalks and final grading are completed at the permanent community mail box location;
- (g) provide Canada Post with the excavation date for the first foundation as well as the date development work is scheduled to begin;
- (h) provide the expected installation date for the community mail box pad; and,
- (i) provide the following for the community mail box and to include these requirements on the appropriate servicing plans:
 - any required walkway across the boulevard, per municipal standards; and,
 - any required curb depressions for wheelchair access, with an opening of at least 2 metres (consult with Canada Post for detailed specifications).

14.3 Thames Valley District School Board

The Developer agrees to inform all Purchasers of residential lots by including a condition in all Agreements of Purchase and Sale stating that the construction of additional public school accommodation is dependent upon funding approval from the Ontario Ministry of Education, therefore the subject community may be designated as a "Holding Zone" by the Thames Valley District School Board and pupils may be assigned to existing schools as deemed necessary by the Board. "Holding Zone" is defined by a geographic boundary within an attendance area usually with a high concentration of new or immediate development for which trustees have approved that students residing in it are to attend a specified school board on available capacity until such time as long-term accommodations and related attendance areas can be established.

14.4 Wells

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

The Owner further represents and warrants that it has:

- a) systematically searched the subject lands for potential Well sites; and
- b) taken all other necessary steps to ensure that there are no other Wells on the subject lands and that any Well found has been or will be capped in accordance with the applicable legislation, regulations, guidelines or orders, the proof of which shall be submitted to the Township.

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

14.5 Cost of Works

The Developer, when selling any lots on the Plan, shall include in the price thereof the cost of the Works in order that a purchaser shall not be required to pay any of such costs

thereof over and above the purchase price paid to the Developer for the said lot, except the fees outlined in Section 16.3.

SECTION 15 - LANDS TO BE CONVEYED

15.1 Easements

The Developer agrees to grant at its expense all such easements and rights-of-way as may be required for the installation and supply of services. Easement and maintenance agreements required for said services shall be provided and agreed to by the Developer, to the satisfaction of the Township's Engineer. The Developer shall ensure that the required easement documents are registered on title immediately following registration of the final Plan and the Township and any other affected agencies are duly notified and provided with a copy of the registered documents at the time of registration.

SECTION 16 - BUILDING AND ZONING RESTRICTIONS

16.1 Requirements for Building Permits

The approval of the Plan by the Township or the acceptance by the Township of the Works shall not be deemed to give any assurance that Municipal building permits, when applied for will be issued in respect of the Lots or Blocks shown on the Plan. Notwithstanding the foregoing, the Developer agrees that it, or anyone claiming title from it or under its authority, shall not apply for any building permits for Lots or Blocks within the Plan until all requirements hereinafter set out have been carried out to the complete satisfaction of the Township. It is agreed that a copy of this Section of the Agreement shall be delivered by the Developer to each and every Purchaser of Land within the Plan and to each and every Builder obtaining a Building Permit for any Lot or Block or part of a Lot or Block within the Plan and the Developer shall extract a covenant similar to this covenant from all such Purchasers and Builders. The Township shall have the right to refuse any such application until:

- (a) a zoning by-law has been passed by the Township in accordance with the provision of the *Planning Act*, R.S.O. 1990, c. P.13 lifting the holding (H) to permit the proposed development on the Lands;
- (b) the Township's Chief Building Official is satisfied that the building location complies the zoning by-law of the Township;
- (c) the Township has issued the Certificate of Preliminary Acceptance;
- (d) and all applicable Development Agreements have been entered into by the Owner, registered on title, and delivered as registered to the Township. The Development agrees that the proceeding requirements as set out above are in addition to and not in substitution of the requirements of the *Building Code Act, 1992*, S.O. 1992, c.23, as amended and regulations there under ("*Ontario Building Code Act*") with respect to the issuance of Building Permits.

16.2 Requirements for Occupancy

No building erected on the Lots or Blocks within the Plan shall be occupied until a certificate has been issued by the Township's Chief Building Official and until:

- (a) the Township has issued the Certificate of Preliminary Acceptance;
- (b) the storm sewer to the dwelling has been connected to the municipal storm sewer system including completion of the on-site stormwater infrastructure.
- (c) a tertiary septic system permit for each lot has been issued;
- (d) the water service to the dwelling is connected with the Township approved water meter installed;

- (e) the grading of the Lot or Block is in conformity with the Grading Plan or such variances there from as have been approved by the Township's Engineer accordance with the provisions of this Agreement; and,
- (f) the telephone lines, cable television, electrical and gas services have been installed by the Utility provider or its designate and approved by the Township,

The Developer agrees that the requirements as set out above are in addition to and not in substitution of the requirements of the *Ontario Building Code Act* with respect to certificates for occupancy.

16.3 Payment of Fees

The Developer will be required to provide payment of fees to the Township as described below:

- (a) Any and all fees as required by by-law including the payment of any cash-in-lieu of parkland shall be provided at time of Agreement execution unless otherwise described in Section 16.3(b);
- (b) Payment of the following fees and charges shall payable as described below:
 - i. Payment of building permit fees is required prior to the issuance of the building permit;
 - ii. Payment of the connection fee(s) to hook to the Township Water System is required at time of building permit issuance in the amount established annually by municipal by-law; and,
 - iii. Payment of Development Charges, where applicable, is required at the time of building permit issuance.
 - iv. That the Owner convey to the Municipality for park or other recreational purposes up to 5% of the land included in the plan. Alternatively, the Municipality may require cash-in-lieu of all or a portion of the conveyance.

SECTION 17 – GENERAL

17.1 Voiding Agreement

In the event that the Plan is not registered within one year from the date of the signing of this Agreement, the Township may at its option declare this Agreement to be null and void. All costs incurred shall be deducted from the deposit paid by the Developer to the Township pursuant to this Agreement or any other agreement between the Developer and the Township referred to herein.

17.2 Binding

Where in this agreement the word "Developer" is used, it shall be deemed to have been followed by the words "or any subsequent owner or occupier of the Lands or any part thereto".

17.3 Developer's Liabilities

Until the Township has finally accepted the Works by by-law, the Developer on behalf of itself, its heirs, executors, administrators and assigns, including its successors in title, hereby covenants and agrees to indemnify and save harmless the Township from all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the actions, performance, negligence or non-performance of the Developer, its contractor, sub-contractor, agent, architect, landscape architect, engineer, surveyor, planner, consultant and project manager during the development of the Lands and the construction, maintenance or the

improper or inadequate construction, installation and/or maintenance of the Works or any act or omission of said parties while undertaking the Plan.

17.4 Insurance

The Developer shall insure against all damages or claims for damage with an Insurance Company satisfactory to the Township. The form and content of said insurance policy shall be subject to the approval of the Township.

The Developer shall provide and maintain Commercial General Liability insurance subject to limits of not less than five million dollars (\$5,000,000.00) per occurrence for bodily injury, death and damage to property, including loss of use thereof. Such policy or policies shall be issued in the joint names of the Developer and the Township.

The Developer shall provide and maintain liability insurance in respect to owned and leased licensed Motor Vehicles subject to a limit not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property include loss of use thereof.

The Developer shall indemnify and save the Township harmless from any claimed related to repair and replacement costs of all buildings on the Lands for the period they are under construction.

During construction and maintenance periods the Developer shall ensure any person providing professional service in connection with the Lands, including its professional consultants, architects, planners and Professional Engineers, provide and maintain Professional Liability insurance coverage until Final Acceptance of Works has been granted by the Township. The Township reserves the right to request the Developer to provide the Township with evidence of such insurance coverage.

Such insurance policies shall include a provision that requires the insurance company to provide the Township with thirty (30) days' notice of termination of such policy.

The insurance policies shall be in effect until all the Works are completed and finally accepted and assumed by by-law of the Township or for such other period as set out and required herein.

The issuance of such policies of insurance shall not be construed as relieving the Developer from responsibility for other or larger claims, if any, for which it may be held responsible.

As determined by the Township, the Developer may be required to provide and maintain additional insurance coverage(s), which are related to the development of the Lands.

The Developer shall provide the Township with a Certificate of Insurance evidencing such insurance coverage prior to the issuance by the Township Engineer of the Authorization to Commence Work. If requested by the Township, the Developer shall provide Certified Copies of the referenced insurance policies from time to time as may be requested.

17.5 Notice

Any notice, request, order, demand, certificate or any other communication required or permitted to be given herein shall be in writing and, unless some other method or giving same is accepted by the person to whom it is given, shall be delivered personally or by registered mail to the address set out below or such other address as may be furnished by such person and shall be deemed effective, as the case may be, at the time of delivery thereof or four (4) Business Days after the date of mailing thereof unless postal employees at the point of mailing or at the point of delivery are on strike at any time during four (4) Business Days following the time of mailing in which event it shall be effective when delivered to the addressee:

For the Developer: Allan Rickwood
 P.O. Box 24
 Port Stanley, ON

For the Township: The Corporation of the Township of Southwold
35663 Fingal Line
Fingal, ON
N0L 1K0
Attention: CAO/Clerk

17.6 Deemed Authorization

Execution of this Agreement shall be deemed to be authorization by all parties to legal counsel for the Township to register same in the appropriate Land Titles Office without further written authorization.

17.8 Mortgages/Encumbrances

The Developer covenants and agrees to obtain and register, at its sole cost and expense, a postponement from each encumbrancer, including but not limited to any Chargees, to the extent of their interest in the Lands so that notice of this Agreement shall be registered in priority to any such charge.

The Developer further agrees to ensure that the encumbrancers enter into a Postponement Agreement and consent to the registration of same against the title to the Lands, the said Agreement to be in a form acceptable to the Township in the Township's sole discretion. The steps required to obtain said Postponement Agreement and the cost of the preparation and registration of said Postponement Agreement shall be the sole responsibility of the Developer.

The Developer represents and warrants to the Township that at the date of this Agreement and at the time of registration of this Agreement, upon title to the Lands all persons listed in Schedule "F" to this Agreement consent to its registration on title and have executed agreements postponing their respective interest in the land to this Agreement.

17.9 Estoppel

The Developer for itself and its successors and assigns, covenants and agrees not to call into question directly or indirectly in any proceedings whatsoever in law or in equity any administrative tribunal, the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded by the Township as a complete and conclusive estoppel of any such right against the Developer in any action or proceedings.

The Developer acknowledges that the Township is entering into this Agreement and approving the Plan on the express representation of the Developer that it and its successors and assigns shall observe and perform all the provisions of this Agreement and that the Township is of the opinion that the Plan would not be in the public interest if the Developer, its successors and assigns, the Owner or owners from time to time of the land within the Plan were not obligated to observe and perform all the provisions hereof except to the extent the Township may lawfully change them.

17.10 No Municipal Liability

This Agreement and the provisions herein do not give the Developer or any person acquiring any interest in the land within the Plan (each hereinafter in this clause called "such person"), any rights against the Township or the Township's Engineer with respect to the failure of any such person to perform any obligations under this Agreement or the failure of the Township to force such person to perform any obligations under this Agreement or any negligence of any such person in the performance of the said obligations.

The only duty and responsibility of the Township's Engineer arising out of this Agreement is to the Township and this Agreement. Any work or services done or performed by the Township under this Agreement do not in any way create any

liability on the part of the Township to the Developer or any person acquiring any interest in the land within the Plan.

17.11 Assignment

The Developer shall not assign this Agreement without the prior written consent of the Township, which consent may not be unreasonably withheld provided that any such assignee executes an agreement assuming the obligations of the Developer under this Agreement in a form satisfactory to the Township's Solicitor.

17.12 Conflict of Requirements

In the event of any conflict between or among the plans and specifications relating to the construction of the Works, the Township's Engineer shall decide which provisions shall prevail.

17.13 Prior Agreements

The parties hereto agree that this Agreement is further to and does not replace or revoke any prior agreements.

17.14 Authorities

Nothing in this Agreement constitutes a waiver of the obligation of the Developer to comply with the Zoning By-law of the Township, Ontario Building Code or any other By-laws of the Township, or any restrictions or regulations lawfully imposed by any other authorities having jurisdiction in connection therewith.

17.15 Further Assurances

The Developer agrees that it shall and will, on the request of the Township, make, do, execute or cause to be made, done or executed all such further and other deeds, acts, things and assurances to ensure the full implementation of this Agreement and to satisfy the intention of the parties as set out in this Agreement.

(The rest of this page is intentionally blank)

SECTION 18 - SIGNATURES

IN WITNESS WHEREOF the parties have hereunto set their hands and seals or caused to be affixed their corporate seals under the hands of the duly authorized officers as the case may be.

SIGNED, SEALED AND DELIVERED

ALLAN CHARLES RICKWOOD

Allan Rickwood

Date of Signature: _____

I have the authority to bind the Corporation

**THE CORPORATION OF THE TOWNSHIP OF
SOUTHWOLD**

Grant Jones, Mayor

Jeff Carswell, CAO/Clerk

Date of Signatures: _____

We have authority to bind the Corporation

Schedule "A"
Description of Lands

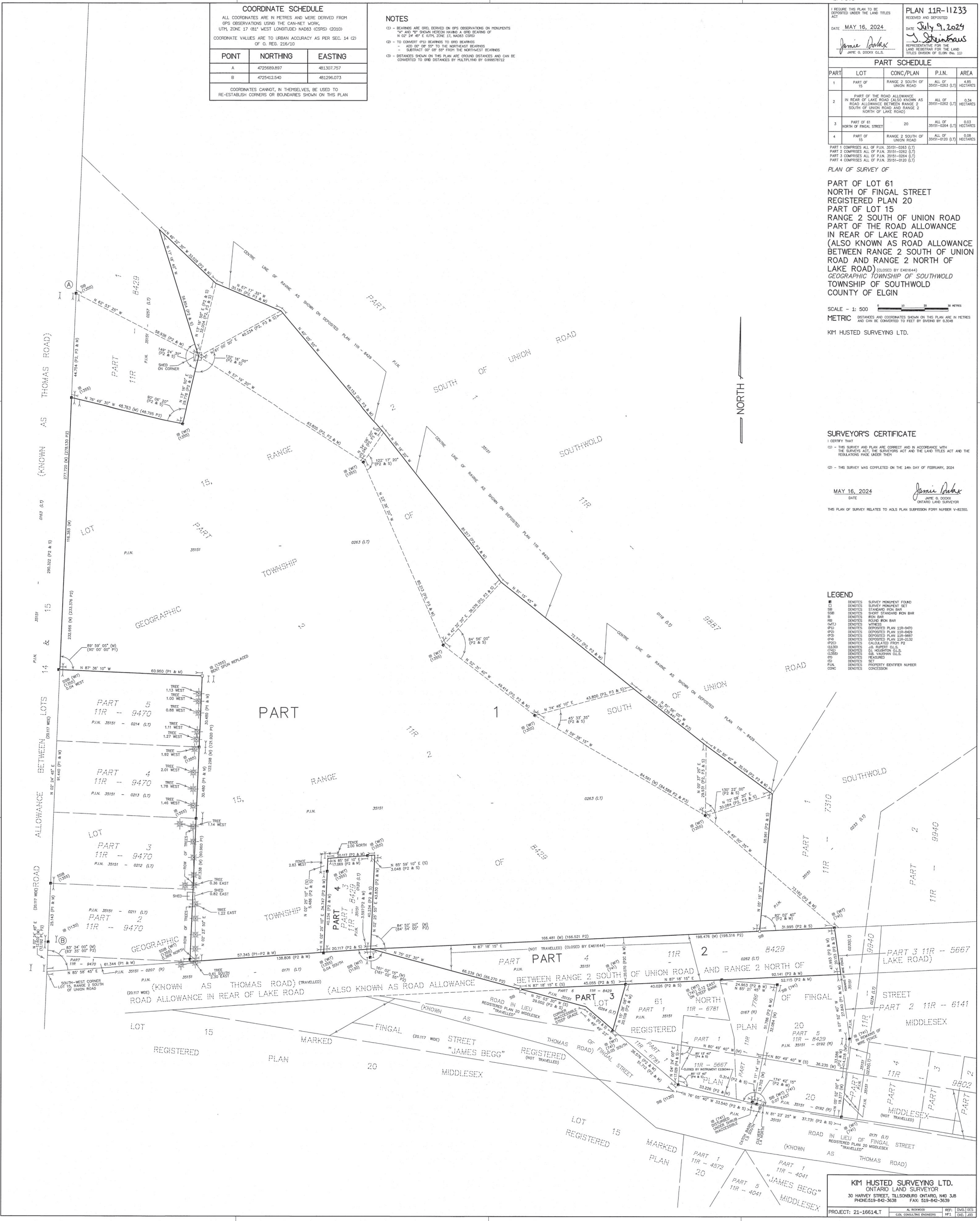
Existing Property Description

Parts 1,2,3 and 4 of Registered Plan 11R-11233 prepared by Kim Husted Surveying Ltd.
(Husted Project: 21-16614LT)

Part of Lot 61, Marked 'Bryce Thompson', North of Fingal Street Registered Plan 20, and
Part of Lot 15, Range 2 South of the Union Road, and Part of the Road Allowance Between
Range 2 South of the Union Road, and Range 2 North of Lake Road, Geographic Township
of Southwold, Township of Southwold.

Subdivision Description

Lots 1 – 9, of the Draft Plan of Subdivision, prepared by Cyril J. Demeyere Limited (Job.
20039), Township of Southwold, County of Elgin, being the lands shown on the draft Plan of
Subdivision attached hereto as Schedule "B".

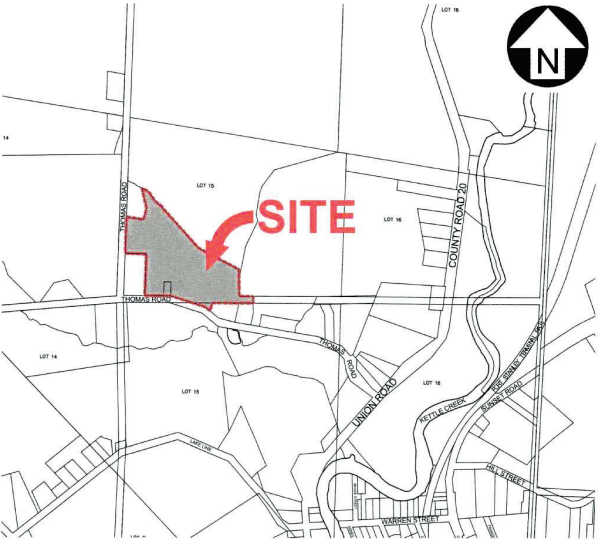


Schedule "B"
Draft Plan of Subdivision (Reduced Copy)

DRAFT PLAN OF SUBDIVISION

PART OF LOT 61
MARKED "BRYCE THOMPSON"
NORTH OF FINGAL STREET REGISTERED PLAN 20
AND
PART OF LOT 15, RANGE 2 SOUTH OF UNION ROAD
AND
PART OF THE ROAD ALLOWANCE BETWEEN RANGE 2 SOUTH OF
UNION ROAD & RANGE 2 NORTH OF LAKE ROAD (CLOSED BY E461644)
(GEOGRAPHIC TOWNSHIP OF SOUTHWOLD)
IN THE
TOWNSHIP OF SOUTHWOLD
CONTY OF ELGIN

INFORMATION REQUIRED UNDER SECTION 5(17) OF THE PLANNING ACT RSO 1990
(A) ON PLAN
(B) ON PLAN
(C) ON PLAN
(D) LOTS 1 TO 9 - SINGLE DETACHED RESIDENTIAL
(E) NORTH - EXISTING AGRICULTURAL RAVINE
WEST - EXISTING AGRICULTURAL EXISTING RESIDENTIAL
EAST - EXISTING AGRICULTURAL RAVINE
SOUTH - WOODLAND, EXISTING RESIDENTIAL
(F) ON PLAN
(G) ON PLAN
(H) MUNICIPAL WATER AVAILABLE
(I) FINE GRAINED SAND
(J) ON PLAN
(K) STORM SEWERS, TELEPHONE, GAS, T.V.CABLE
(L) TOWNSHIP OF SOUTHWOLD OFFICIAL PLAN AND ZONING BY-LAWS
DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.



KEY PLAN
SCALE: 1:10,000

AREA SUMMARY

DESCRIPTION	AREA (ha)
LOTS 1-9	5.30
TOTAL	5.30

OWNER'S CERTIFICATE

ALLAN CHARLES RICKWOOD, THE REGISTERED OWNER OF THE LANDS TO BE SUBDIVIDED,
HEREBY AUTHORIZES CYRIL J. DEMEYERE LIMITED TO SUBMIT THIS DRAFT PLAN OF
SUBDIVISION FOR APPROVAL.

23 AUGUST 2023
DATE

AL Rickwood
ALLAN CHARLES RICKWOOD

SURVEYOR'S CERTIFICATE

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

23 AUGUST 2023
DATE

KIM HUSTON
KIM HUSTON ONTARIO LAND SURVEYOR

PLAN PREPARED BY:

CJDL
Consulting Engineers

Cyril J. Demeyere Limited
P.O. Box 460, 261 Broadway
Tilsonburg, Ontario, N4G 4H8
Tel: 519-688-1000
855-302-9886
Fax: 519-842-3235
cjd@cjdlieng.com

JOB No. 20039

DATE: 22 AUG 2023



SCALE: 1:750



Schedule "C"
Cost Estimate of Works and Securities

Cost Estimate of Works

On-Site Works and Services

Site Grading and Preparation	\$49,160.00
Paving – Granular Base and Sub base	\$0.00
Paving – Base and Surface Asphalt	\$0.00
Lighting (as applicable)	\$0.00
Fencing (as applicable)	\$0.00
Walkways (as applicable)	\$0.00
Curbing	\$0.00
Waterlines	\$0.00
Sanitary Sewers (as applicable)	\$0.00
Storm Sewers	\$0.00
Landscaping	\$5,400.00
Other On-Site Works	\$10,500.00
Total On-Site Works	\$65,060.00
On-Site Private Stormwater Management Facility (as applicable)	\$92,218.00

Off-Site Works and Services (as per Section 6.4 of this Agreement)

Waterline and Hydrants	\$39,342.42
Sanitary Sewers (as applicable)	\$ 0
Storm Sewers	\$115,593.16
Road Reconstruction along Frontage (as applicable)	\$295,038.42
Total Off-Site Works	\$449,974.00

The Total Estimated Cost are to be used to establish the value of the securities per Section 6.3 & 6.4 of this Agreement.

Deposits and Securities

Agreement Administration (Cash Deposit)	\$ 5,000.00
(A)Total On-Site Works @ 50%	\$32,530.00
(B) On-Site Private Stormwater Management Facility @ 50%	\$46,109.00
(C) Off-Site Works @ 100%	\$449,974.00
Total Security (A + B + C)	\$528,613.00

Schedule "D"
Parks and Other Lands for Municipal Purposes

Parks and Other Lands

Nil

Cash in Lieu Calculation

(as set out in Section 51.1 of the Planning Act, P.13, R.S.O 1990, as amended)

Whereas the Township obtained an appraisal of Lands described in Schedule “A” from a qualified profession for an appraised value of \$2,305,000;

Therefore, the cash in lieu (CIL) value is calculated as follows:

CIL = appraised value of the lands x 5%

 = \$2,305,000 x 0.05

 = \$ 115,250

Schedule "E"

Easements

Easements

The Developer shall convey, at no cost to the Township, any easements that may be required for the provision of water and wastewater systems, and underground or overland stormwater drainage systems.

The Developer shall convey to the Township at no cost any temporary easements that may be required in order to establish temporary turn-arounds/turning circles.

The Developer shall convey at its cost, all required easements for Utilities and all other easement lands as may be required by the Township.

The Developer shall convey to the Township at no cost a blanket easement over each lot to facilitate inspection and maintenance of the private stormwater management features (low impact swales).

The Developer shall convey at no cost a shared access easement over Lot 7 & Lot 8 in favor of Lot 8 & Lot 9 for driveway access, shown as Part 1 & Part 2 on Draft Reference Plan, Project 24-53-416-01, prepared by Kim Husted Surveying Limited.

Schedule "F"
Others with Title Interest



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2025-74

Being a by-Law to permanently close a portion Fairground Street, Spicer Street and Teetzel Street, known as Parts 1, 2, 3 & 4 on Plan 11R-__.

WHEREAS Section 9, 11 and 34 of the Municipal Act, 2001, c. 25, enables the municipality to pass by-laws permanently closing highways;

AND WHEREAS the Council of the Township of Southwold deems it expedient to permanently close a portion of Fairground Street, Spicer Street and Teetzel Street, known as Parts 1, 2, 3 & 4 on Plan 11R-__;

AND WHEREAS notice of the proposed by-law has been given in accordance with the Municipal Act, 2001

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

1. That the portion of Fairground Street, shown as Part 1 on Plan 11R-__ is hereby permanently closed.
2. That the portion of Spicer Street, shown as Part 2 on Plan 11R-__ is hereby permanently closed.
3. That the portion of Teetzel Street, shown as Parts 3 & 4 on Plan 11R-__ is hereby permanently closed.
4. The Mayor and Clerk are authorized to execute all documents necessary to effect the closure and register this by-law with the appropriate Land Registry Office.
5. This by-law shall come into force and effect on the date of its passing.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND
FINALLY PASSED THIS 8TH DAY OF DECEMBER, 2025.**

Mayor
Grant Jones

CAO/Clerk
Jeff Carswell

LEGEND

□ DENOTES SURVEY MONUMENT SET
 ■ DENOTES SURVEY MONUMENT FOUND
 B DENOTES IRON BAR
 DU DENOTES ORIGIN UNKNOWN
 SIB DENOTES STANDARD IRON BAR
 SSB DENOTES SHORT STANDARD IRON BAR
 WIT DENOTES WITNESS
 741 DENOTES D.I. HOUGHTON, O.L.S.
 1130 DENOTES J.A. RUPERT, O.L.S.
 1305 DENOTES BRIAN VAUGHAN, O.L.S.
 AGM DENOTES ARCHIBALD, GRAY & MAKAY, O.L.S.'s
 P.N. DENOTES PROPERTY IDENTIFIER NUMBER
 NTR DENOTES NORTH OF THE TALBOT ROAD
 SBNTR DENOTES SOUTH OF THE NORTH BRANCH OF TALBOT ROAD
 M DENOTES MEASURED
 S DENOTES SET
 P1 DENOTES PLAN 118-11039
 P2 DENOTES PLAN 118-10140

NOTES

BEARINGS HEREON ARE UTM GRID BEARINGS AND ARE DERIVED FROM OBSERVED
 REFERENCE POINTS 1 AND 2, BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM
 ZONE 17, NAD83 CSRS 2010.
 ALL DIMENSIONS SHOWN ARE MEASURED, UNLESS OTHERWISE NOTED.
 DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY
 THE COMBINED SCALE FACTOR OF 0.999600.

METRIC

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

INTEGRATION DATA

OBSERVED REFERENCE POINTS (ORP's):		
UTM-17 NAD83 CSRS v8 2010		
COORDINATES TO UTM ACCURACY PER SEC. 14 (2) OF O. REG. 216/10		
POINT ID	NORTHING	EASTING
1	4731965.568	472005.328
2	4731920.884	472238.485

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

SCHEDULE				
PART	LOT	CONCESSION	P.L.N.	AREA
1				2726.8 sq.m.
2				2722.6 sq.m.
3	PART OF 16	CONCESSION SOUTH OF NORTH BRANCH OF TALBOT ROAD	PART OF 35147-0416(LT).	2718.2 sq.m.
4				6.1 sq.m.



PLAN OF SURVEY OF PART OF LOT 16 CONCESSION SOUTH OF THE NORTH BRANCH OF TALBOT ROAD (GEOGRAPHIC TOWNSHIP OF SOUTHWOLD) IN THE TOWNSHIP OF SOUTHWOLD COUNTY OF ELGIN

SCALE 1:750
 (SCALE IN METRES)
 THE INTENDED PLOT SIZE OF THIS PLAN IS 913mm IN WIDTH
 BY 608mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:750

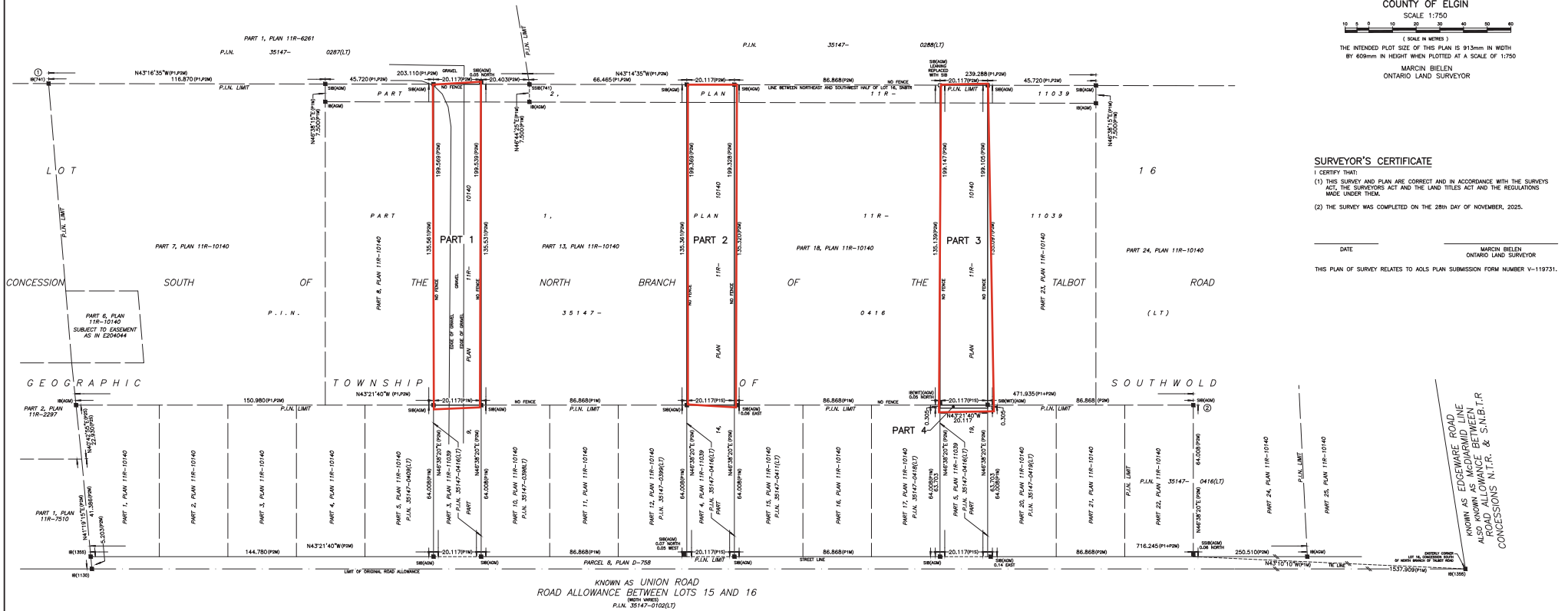
MARCIN BIEN
 ONTARIO LAND SURVEYOR

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:
 (1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS
 ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS
 MADE UNDER THEM.
 (2) THE SURVEY WAS COMPLETED ON THE 28th DAY OF NOVEMBER, 2025.

DATE _____ MARCIN BIEN
 ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO ADSL PLAN SUBMISSION FORM NUMBER V-119731.



Callon & Dietz INCORPORATED
 ONTARIO LAND SURVEYORS
 CARLETON PLACE LONDON NORTH BAY
 info@callondietz.com callondietz.com

SURVEY BY: RB DRAWN BY: MM FILE NO: 25-27995 PLAN NO: X-4253
 H:\PROJECTS\2025\25-27995 Shaded R-Plan Road Closure\Drawings\PLAN (X-4253).dwg December 3, 2025



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY- LAW NO. 2025-75

Being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on December 8, 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 December 8, 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 8th DAY OF DECEMBER 2025.**

Mayor
Grant Jones

CAO/Clerk
Jeff Carswell