1. CALL TO ORDER

2. ADDENDUM TO AGENDA

3. DISCLOSURE OF PECUNIARY INTEREST

4. ADOPTION OF MINUTES
   (a) Minutes of the Regular Council Meeting of March 9, 2020 and Minutes of the Special Council Meetings of March 17, 24, 31 and April 2, 2020
   (b) Minutes of the Emergency Control Group Meeting of March 23, 27 and April 3, 2020

5. DELEGATION

6. DRAINAGE
   (a) Appointment of Engineer – Barber Drain – Section 4 – Cadieux

7. PLANNING
   (a) Site-Plan Review - 851788 Ontario Limited, 38442 Talbot Line

8. REPORTS
   (a) Activity Report from Drainage Superintendent – March
   (b) Activity Report from Fire Chief – March
   (c) Activity Report from Public Works Superintendent – March
   (d) Report from the Public Works Superintendent RE: Tender Results Supply and Delivery of Granular Materials
   (e) Report from the Treasurer RE: COVID-19 Tax/Water/Wastewater Penalty Relief
   (f) Report from the Treasurer RE: Section 357 Adjustment
   (g) Activity Report from the Chief Building Official – March
   (h) Report from the Chief Building Official RE: COVID-19 Update
   (i) Activity Report from the CAO/Clerk – March
   (j) Report from the CAO/Clerk RE: COVID-19 update
   (k) Report from the CAO/Clerk RE: Delegation of Authority Report
   (l) Report from the CAO/Clerk RE: OCWA Contract
   (m) Southwold Scholarship
(n) Report from the Mayor RE: County Council Highlights March 10, 2020
(o) Report from the Mayor RE: County Council Highlights March 24, 2020

9. **CORRESPONDENCE**

(a) Correspondence from Ministry of Economic Development, Job Creation and Trade RE: Job Site Challenge Application – former Ford St. Thomas Assembly Plant.

10. **BY-LAWS**

(a) By-law No. 2020-21, being a by-law to enter into a Site Plan Agreement with 851788 Ontario Limited
(b) By-law No. 2020-22, being a by-law authorizing the delegation of authority during declared state of emergency.
(c) By-law No. 2020-23, being a by-law to enter into an agreement with OWCA
(d) By-law No. 2020-24, being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on March 17, 24, 31, April 2 and 14, 2020.

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

(a) Stop the Great Lakes Nuclear Dump RE: Proposed OPG Nuclear Waste Repository in Kincardine Ontario
(b) Notice of Application and Public Meeting Concerning Proposed Official Plan and Zoning By-law Amendments – Proposed Urban Settlement Area Expansion – City of St. Thomas.

12. **CLOSED SESSION**

(a) Litigation or potential litigation, including matters before the administrative tribunals, affecting the municipality or local board (section 239 (2) (e) - Facility Warranty Update #6
(b) A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board (section 239 (2) (k)) – Subdivision Agreement

13. **ADJOURNMENT:**

NEXT REGULAR MEETING OF COUNCIL
MONDAY APRIL 27, 2020 @ 7:00 P.M.
Council Chambers, Fingal
Regular Council Meeting
Monday March 9, 2020
7:00 p.m. Council Chambers, Fingal

PRESENT:
Mayor G. Jones
Deputy Mayor R. Monteith (7:29 p.m.)
Councillors:
S. Emons
P. North
J. Pennings

ALSO PRESENT:
Katherine Thompson, CAO/Clerk
Jeff Carswell, Treasurer (7:00 p.m. – 9:29 p.m.)
Public Works Superintendent, Paul Van Vaerenbergh (7:00 p.m. – 7:56 p.m.)
Drainage Superintendent, Brent Clutterbuck (7:00 p.m. – 7:56 p.m.)
Fife Chief, Jeff McArthur (7:00 p.m. – 7:56 p.m.)
Heather James, Planner (7:00 p.m. – 7:42 p.m.)
June McLarty, Administrative Assistant (7:00 p.m. - 9:29 p.m.)

ADDENDUM TO THE AGENDA:

CORRESPONDENCE:
(c) Request for Waiver of Fees – Shedden Tractor Pull Association.

BY-LAWS:
(d) By-law 2020-19, being a by-law to enter into an agreement with Her Majesty the Queen in Right of Canada, as represented by the Minister of Employment and Social Development for the Enabling Accessibility Fund for the Talbotville Park – Accessible Washroom.

DISCLOSURES:
There were no disclosures.

ADOPTION OF MINUTES:

2020-073 Councillor Emons – Councillor Pennings
Approval of Minutes

THAT the Minutes of the Regular Council Meeting of February 24th, 2020 are hereby adopted;
AND THAT the Minutes of the Talbotville Neighbourhood Committee Meeting of November 26th, 2019 are hereby adopted;

AND THAT the Minutes of the Southwold Young at Heart Committee Meeting of January 7th, 2020 are hereby adopted;

AND THAT the Minutes of the Economic Development Committee Meeting of January 28, 2020 are hereby adopted;

AND THAT the Minutes of the Zero Waste Committee Meeting of January 28th, 2020 are hereby adopted.

CARRIED

DELEGATION:

7:04 p.m. – 7:19 p.m.

Jeff Carswell - 2020 Budget

Treasurer Jeff Carswell presented the 2020 budget to council.

DRAINAGE:

Dutton Dunwich Petition Section 78 Keith Drain

Drainage Superintendent Brent Clutterbuck reported that he does not foresee any costs for the Township, but we may need to appoint someone to the Court of Revision for this drain.

2020-074 Councillor Emons – Councillor Pennings

THAT Council receive this report as information.

CARRIED

PLANNING:

Consent Application E9/20 Winterscheidt C/O Gunn & Associates, 8115 Burwell Road

Planner Heather James presented her report to Council. She reported that a correction needs to be made to her report as the concrete silo has been removed. The other two silos are being proposed for other uses. It was noted from the planner’s report that proposed sever lot size of 3.4 acres is larger than normal but is still acceptable.

2020-075 Councillor North – Councillor Emons

Consent Application E9/20

Winterscheidt C/O Gunn & Associates

8115 Burwell Road

THAT Council of the Township of Southwold with regard to the proposed severance application file E 9/20 for a surplus farm dwelling hereby waives the requirement for an Environmental Impact Study on the proposed retained parcel;

AND THAT the Council of the Township of Southwold recommend approval to the County of Elgin Land Division Committee of the proposed severance application file E 9/20 subject to the following conditions:

i) That the proposed severed and retained parcels be rezoned;
ii) That a septic system assessment be conducted on the proposed severed parcel to ensure that the lands are suitable for a privately owned and operated septic system;

iii) Drainage reapportionment and payment thereof;

iv) That a mutual drain agreement be provided;

v) That all financial obligations to the Township of Southwold be paid in full;

vi) That an electronic copy (Adobe PDF) of the registered survey has been provided to the Township; and,

vii) That the solicitor provides an undertaking that a copy of the registered deed for the severed parcel once the transaction has occurred will be provided to the Township.

CARRIED

Site-Plan Review – Robertshaw Moncrief Veterinary Professional C/O Shore Contracting Ltd., 35771 Talbot Line

2020-076 Deputy Mayor Monteith – Councillor Pennings

THAT Council of the Township of Southwold approve the proposed Site Plan Approval Application SPR 2019-02 for Robertshaw Moncrief Veterinary Professional Corporation;

AND THAT Council pass the implementing Site Plan Control By-law;

AND THAT Council authorize the CAO/Clerk and Mayor to execute the agreement with the owners on behalf of the Township.

CARRIED

REPORTS:

Activity Report from Drainage Superintendent
Drainage Superintendent Brent Clutterbuck presented his report to Council.

Activity Report from the Fire Chief
Fire Chief Jeff McArthur presented his report to Council. He thanked Public Works Superintendent Paul Van Vaerenburgh for his assistance with sale of the old pumper.

Activity Report from the Public Works Superintendent
Public Works Superintendent Paul Van Vaerenburgh presented his report to Council. He also reported that a new pole has been ordered for the light in Lynhurst, but he is not sure when it will be replaced. Council discussed the placing of stop signs on Talbotville Gore Road.

STAFF DIRECTION
Staff was directed by Council to review the resolution that was passed regarding stop signs on Talbotville Gore Road.
2020-077  **Councillor Emons – Councillor North**

**Investment Report as at December 31, 2019**

**THAT** Council receive Report FIN 2020-004 Investment Report for information.

**CARRIED**

2020-078  **Councillor Pennings – Councillor North**

**2020 Annual Debt Repayment Limit**

**THAT** Council receive Report FIN 2020-005 2020 Annual Debt Repayment Limit for information.

**CARRIED**

2020-079  **Councillor Emons – Deputy Mayor Monteith**

**County Roads 2019 Financial Summary**

**THAT** Council approve the transfer of the 2019 County Road deficit of $97,069.62 from the County Road Reserve as at December 31, 2019.

**CARRIED**

**Activity Report from the Chief Building Official**

This report was reviewed by Council.

Break – 8:04 p.m. – 8:06 p.m.

**DELEGATION:**

8:06 p.m. – 8:38 p.m.


Mike Taylor from OCWA presented these fourth quarter reports to Council.

**Cindy Sigurdson – OCWA- Southwold Annual Reports**

Cindy Sigurdson from OCWA presented Southwold’s Water Distribution System and Annual Summary Report as required by the Safe Drinking Water Act to Council.

2020-080  **Councillor Pennings – Deputy Mayor Monteith**

**THAT** Council receive the reports submitted from OCWA as information.

**CARRIED**

**REPORTS**

**Activity Report from the CAO/Clerk**

CAO/Clerk Katherine Thompson presented her report to Council.
2020-081  Councillor Pennings – Councillor Emons  Valve Replacement on Primary System

THAT Council receive this report for information.  

CARRIED

2020-082  Councillor Emons – Councillor Pennings  Consulting Engineer for Capital Projects

THAT Council authorize the CAO to engage the services of a consulting engineer to assist in the project management aspect of several upcoming capital projects.

CARRIED

2020-083  Councillor Emons – Deputy Mayor Monteith  Recycling at Keystone Complex

THAT Council approves the ordering of 4 of 44-gallon recycling containers with pop can/bottle lids, with liners in the containers, 4 of 44-gallon garbage containers with bags and 4 slim containers with the paper lids and liners.

AND THAT new smaller coffee urn and tools be purchased;

AND THAT signs for janitorial supplies and mechanical room doors be purchased.

AND THAT more research be conducting on having a dumpster placed at the complex.

CARRIED

2020-084  Deputy Mayor Monteith – Councillor Pennings  Request for Waiver of Keystone Fees

THAT Council authorize the waiver of fees in the amount of $10,910.00 for the rentals detailed in Report CAO 2020-16.

CARRIED

2020-085  Deputy Mayor Monteith – Councillor North  March 23rd Council Meeting

THAT Council cancel the March 23rd, 2020 meeting;

AND THAT a special meeting be scheduled if needed.

CARRIED

Break 9:11 p.m. – 9:23 p.m.
CORRESPONDENCE:

Meeks Bridge Replacement Municipal Class Environment Assessment – Notice of Study Commencement
Council reviewed this notice.

2020-086 Councillor North – Councillor Emons Shedden Soccer Fee Waiver Request

THAT Council of the Township of Southwold approves the waiver of fees for Shedden Soccer’s 2020 season;

AND THAT the fees are for 25 uses of the pavilion at $90.00 per use and 2 uses of the Keystone Complex main hall at $265.00 per use, totaling $2,780.00.

CARRIED

2020-087 Councillor Emons – Councillor Pennings Shedden Tractor Pull Association Fee Waiver Request

THAT Council of the Township of Southwold approves the waiver of fees for the Shedden Tractor Pull Association 2020 event;

AND THAT the fees are in the amount of $2,140.00.

CARRIED

BY-LAWS:

2020-088 Councillor Emons – Councillor Pennings By-law 2020-16

THAT By-law No. 2020-16 be read a first and second time.

CARRIED

2020-089 Councillor North – Councillor Pennings By-laws

THAT By-law Nos. 2020-17, 2020-18 and 2020-19 be read a first and second time.

CARRIED

2020-090 Councillor Pennings – Councillor North By-law 2020-16

THAT By-laws No. 2020-16 be read a third time and finally passed.

CARRIED

2020-091 Councillor Emons – Councillor North By-laws

THAT By-laws Nos. 2020-17, 2020-18 and 2020-19 be read a third time and finally passed.

CARRIED
CLOSED SESSION:

2020-092 Deputy Mayor Monteith – Councillor Pennings

THAT Council of the Township of Southwold now moves into a session of the meeting that shall be closed to the public at 9:29 p.m. in accordance with Section 239 (2) of the Municipal Act, S.O. 2001, c. 25 for discussion of the following matters:

- Litigation or potential litigation, including matters before the administrative tribunals, affecting the municipality or local board (section 239 (2) (e) – (3 items) Facility Warranty Update #5, and Municipal Property
- A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board (section 239 (k) - 2 items – Contract Negotiations.

CARRIED

STAFF DIRECTION

Staff was given direction from Council on the items that were discussed in the Closed Session.

AJOURNMENT:

2020-093 Deputy Mayor Monteith – Councillor Pennings

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

CAO/Clerk
Katherine Thompson

Mayor
Grant Jones
THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

MINUTES

Special Council Meeting
For the purpose of discussion on COVID-19
Tuesday March 17th, 2020
1:00 p.m. Council Chambers, Fingal

PRESENT: Mayor G. Jones (Via Phone)
Deputy Mayor R. Monteith
Councillors: S. Emons
P. North
J. Pennings (Via Video)

ALSO PRESENT: Jeff Carswell, Treasurer/Deputy Clerk
Jeff McArthur, Fire Chief
Brent Clutterbuck, Drainage Superintendent
Corey Pemberton, Chief Building Official
Lori Redman, Accounting Clerk
June McLarty, Administrative Assistant

________________________________________________________

DISCLOSURE OF PECUNIARY INTEREST: None.

REPORTS:

2020-094 Councillor Emons – Councillor North
Municipal Office
THAT Council approve closing the municipal office to the public until further notice.
CARRIED

2020-095 Councillor North – Councillor Emons
Keystone Complex
THAT Council endorse the closure of the Keystone until further notice.
CARRIED

2020-096 Councillor Emons – Councillor North
Credit Card Payments
THAT Council approve waive of the 2% surcharge on Credit Card payments made over the phone or online.
CARRIED

2020-097 Councillor North – Councillor Emons
Tax Bill Penalty
THAT Council approve the postponement of the penalty on tax bills;
AND THAT it will be revisited at the next Council meeting.
CARRIED
2020-098  **Councillor North – Councillor Emons**  
**Water Shut-offs**

THAT Council authorize staff to postpone water shut-offs due to non-payment of water bills until further notice.

CARRIED

2020-099  **Councillor North – Councillor Emons**  
**Self-Isolation of Employees**

THAT Council endorse that employees returning from outside of the country be required to self-isolate as directed by public health authorities.

CARRIED

2020-100  **Councillor Emons – Councillor North**  
**Work Absences**

THAT Council authorize staff to receive regular pay for the first two weeks of self-isolation for all work absences directed related to COVID-19;

AND THAT after the two weeks staff can access the Short-Term Disability Program.

CARRIED

**Future Special Meetings of Council.**
Council will meet again next Tuesday March 24th, 2020 at 1:00 p.m. to discuss COVID-19. Future meetings may need to be held.

**Fire Department**

Fire Chief Jeff McArthur reported that the Southwold Fire Department is in line with the other departments and has suspended all training. He also reported that changes have been made to medical calls. When a medical call is made questions related to COVID-19 are being asked and steps are put in place to be more precautious.

**AJOURNMENT:**

2020-101  **Councillor North – Councillor Emons**  
**Adjournment**

THAT Council for the Township of Southwold adjourns this Special meeting of Council at 2:07 p.m.

__________________________  
Deputy Clerk  
Jeff Carswell

__________________________  
Deputy Mayor  
Robert Monteith
Special Council Meeting
For the purpose of discussion on COVID-19 and the passing of a by-law
Tuesday March 24, 2020
10:03 a.m. Council Chambers, Fingal

PRESENT: Mayor G. Jones (Via Phone)
          Deputy Mayor R. Monteith
          Councillors: S. Emons
                         P. North
                         J. Pennings (Via Phone)

ALSO PRESENT: Katherine Thompson, CAO/Clerk (Via Phone)
               Jeff Carswell, Treasurer
               Public Works Superintendent, Paul Van Vaerenbergh (Via Phone)
               Drainage Superintendent, Brent Clutterbuck
               Fife Chief, Jeff McArthur
               Chief Building Official, Corey Pemberton
               June McLarty, Administrative Assistant

DISCLOSURE OF PECUNIARY INTEREST: None.

BY-LAW:

2020-102 Councillor Emons – Councillor North

THAT By-law No. 2020-20 be read a first and second time.

CARRIED

2020-103 Councillor North – Councillor Emons

THAT By-laws Nos. 2020-20 be read a third time and finally passed.

CARRIED

COVID-19 Update March 24, 2020
CAO/Clerk Katherine Thompson provided the latest update on COVID-19. Municipalities fall under
the exceptions of closures.

Public Works Superintendent Paul Van Vaerenbergh reported that he is stressing the social
distancing for our employees. Road maintenance is still being completed. Only one employee per
truck. He is proposing a staggered start time for public works employees. The contract
employees will be finished today but can be brought back if needed. A suggestion of having a
morning and afternoon shift was discussed. Mr. Van Vaerenbergh reported that other
municipalities are splitting employees and having them work one or two weeks and then off for a
week or two. The Township personal policy allows us to use flex hours.
2020-104  Deputy Mayor Monteith – Councillor Emons  PW Employees

THAT the public works employees be split into 2 eight hours shifts so separation can be conducted during the COVID-19 pandemic.

CARRIED

CAO/Clerk Katherine Thompson reported that the Emergency Control Group met on Tuesday and decided that the Township playground equipment will be closed to the public until further notice. A memo was received from OCWA outlining their plans dealing with COVID-19.

Fire Chief Jeff McArthur reported that since the Emergency Control Group meeting 2 medical calls have been received. One of the calls a positive screening was received. Chief McArthur reiterated that the new policies for the fire department would be used.

CAO/Clerk K. Thompson reported that there is indication the schools may be closed longer.

Treasurer Jeff Carswell reported that he is working on ways staff can access their computers from home if more orders come down from the government.

Council will need to determine how future meetings will be conducted. Treasurer Carswell is conducting some more research on how we can do this.

Councillor North asked the Chief Building Official and Drainage Superintendent how they were conducting their day to day business.

Chief Building Official Corey Pemberton responded that he is doing all inspections except for occupied homes. Drainage Superintendent Brent Clutterbuck responded that we don’t have any Drainage Act activity required by Council.

AJOURNMENT:

2020-105  Councillor Emons – Councillor North  Adjournment

THAT Council for the Township of Southwold adjourns this Special meeting of Council at 11:11 a.m.

CARRIED

CAO/Clerk
Katherine Thompson

Mayor
Grant Jones
Special Council Meeting
For the purpose of discussion on COVID-19
Tuesday March 31, 2020
1:00 p.m. Council Chambers, Fingal

PRESENT: Mayor G. Jones (Via Phone)
Deputy Mayor R. Monteith
Councillors: S. Emons
P. North
J. Pennings (Via Phone)

ALSO PRESENT: Katherine Thompson, CAO/Clerk (Via Phone)
Jeff Carswell, Treasurer
Drainage Superintendent, Brent Clutterbuck
Fife Chief, Jeff McArthur
June McLarty, Administrative Assistant

DISCLOSURE OF PECUNIARY INTEREST: None.

ADDENDUM TO AGENDA:

REPORT:

CAO/Clerk Katherine Thompson reported on the latest numbers of cases of COVID-19 in Ontario and in our area. Residents who think they have symptoms should self-isolate.

CAO/Clerk Katherine Thompson provided comments on the provincial orders. The Southwestern Public Health is recommending staff work from home. The suggestion was made of having staff work remotely so only one person comes into the office per day.

STAFF DIRECTION
Staff was directed by Council to develop a remote working procedure.

CAO/Clerk Katherine Thompson commented that the enforcement of those who should be self-isolating is a difficult situation. People can be charged under the Quarantine Act, but they can only be charged by the RCMP. The OPP can enforce the Emergency Management and Civil Protection Act. The Township’s By-law officer can assist the OPP.

All outdoor facilities are closed to the public. Trails are to remain open.

The Minister of Education has announced that schools will remain closed until May 4.

Mayor Jones provided updates from the County on the long-term homes and the Elgin Tourism campaign #ElginStrong. MP Karen Vecchio is working on the issues with Canada Post in Oneida. Councillor Emons reported that they are negotiating bring the mail in and sorting it on Monday.
Fire Chief Jeff McArthur reported that they have received requests for an inventory of their PPE each week. At this time Southwold’s Fire Department is comfortable with its PPE inventory.

Brent Clutterbuck reported that there are a lot of cars parking on the side of the road at the Fingal Wildlife Area. He talked to the Ministry of Natural Resources who oversee the Wildlife Area. It will remain open, but they will continue to monitor it. People should be mindful of physical distancing.

Treasurer Jeff Carswell reported that receiving of the first installments of taxes went smoothly.

Council discussed conducting meetings by video conferencing. Staff should be able to call in as well. Treasurer Carswell will do some research on and send out tests to see if we can implement our meeting this way.

CAO/Clerk Katherine Thompson reported that the County libraries have increased their internet so residents can access it outside of the library.

**AJOURNMENT:**

2020-106  **Councillor North – Councillor Emons**

**Adjournment**

**THAT** Council for the Township of Southwold adjourns this Special meeting of Council 1:47 p.m.

**CARRIED**

____________________________  ______________________
CAO/Clerk                                Mayor
Katherine Thompson                        Grant Jones
THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

MINUTES

Special Council Meeting
For the purpose of discussion on COVID-19, Absences, Working from Home, Southwold Scholarship and a Closed Session
Thursday April 2, 2020
1:00 p.m. Council Chambers, Fingal

PRESENT: 
Mayor G. Jones (Via Phone)
Deputy Mayor R. Monteith
Councillors: S. Emons
P. North
J. Pennings (Via Phone)

ALSO PRESENT: 
Katherine Thompson, CAO/Clerk
Jeff Carswell, Treasurer
Drainage Superintendent, Brent Clutterbuck
Fife Chief, Jeff McArthur
Corey Pemberton, Chief Building Official
June McLarty, Administrative Assistant

DISCLOSURE OF PECUNIARY INTEREST: None.

ADDENDUM TO AGENDA:

REPORT:

COVID-19 Update April 2, 2020

CAO/Clerk Katherine Thompson provided the latest number of cases of COVID-19 in the area and province. Southwestern Public Health has provided a link so you can monitor cases. An app for your phone is now available from the federal government.

The provincial government has announced that students will not return to school until May 4, but this may be extended.

O Reg 73/20 made under the Emergency Management and Civil Protection Act has suspended any Planning Act, Drainage Act or Building Code activities that require a period of notification. There will be no public meetings for planning. Site Plan Agreements can move forward as they do not require a public meeting. The Township Planner is still answering inquiries and is working with the consultants on the Official Plan Update.

Drainage Superintendent Brent Clutterbuck reported that we can still receive Section 78 under the Drainage Act and on-site meetings can be held as they usually only involve a few people. Our projects need to be kept moving along.
Chief Building Official Corey Pemberton reported that he is now doing video inspections and he is still meeting deadlines under the Building Code.

CAO/Clerk Katherine Thompson reported that City of St. Thomas has informed her that any further testing and the valve replacement on the primary waterline will not be going forward and are put on hold until further notice.

2020-107 Councilor Emons – Councilor Pennings

COVID-19 Update and O Reg 73/20

THAT Council receive this report for information; and,

THAT in accordance with O.Reg 73/20 of the Emergency Management and Civil Protection Act, Council suspend all statues, regulations, rules, by-laws or orders establishing any limitation period or establishing any period of time within which any step must be taken in any proceeding in Ontario, including any intended proceeding, for the duration of the COVID-19 emergency.

CARRIED

Absences Related to COVID-19 and Remote Working Procedures

CAO/Clerk Katherine Thompson outlined the new policy for absences related to COVID-19 for the administrative staff and public works department. Township firefighters are covered under the VFIS program.

2020-108 Councilor North – Councilor Pennings

Absences Policy and Remote Working Procedures

THAT Council adopt a policy to govern absences related to COVID-19; and

THAT Council approve procedure for Remote Working Arrangements.

CARRIED

Southwold Scholarships

Deputy Mayor Monteith requested that we include trades as one of the accepted fields of studies for applicants applying for the scholarships. Councilor North has also requesting that we include the health sector as well.

STAFF DIRECTION

Staff was directed by Council to report back on post – secondary programs that would be a benefit a rural community.

CLOSED SESSION:

2020-109 Deputy Mayor Monteith – Councilor Emons

Closed Session

THAT Council of the Township of Southwold now moves into a session of the meeting that shall be closed to the public at 1:42 p.m. in accordance with Section 239 (2) of the Municipal Act, S.O. 2001, c. 25 for discussion of the following matters:

- A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board (section 239 (k))- Subdivision Agreement.

CARRIED
STAFF DIRECTION
Staff was given direction by Council to the item that was discussed in the Closed Session.

AJOURNMENT:

2020-110  Councillor North – Councillor Emons  Adjournment

THAT  Council for the Township of Southwold adjourns this Special meeting of Council 2:14 p.m.

CARRIED

____________________________  ___________________
CAO/Clerk  Mayor
Katherine Thompson  Grant Jones
Friday April 3, 2020
1:00 p.m.

PRESENT: Grant Jones, Katherine Thompson, Jeff McArthur, Barry Smith, Brent Clutterbuck, Lori Redman, June McLarty and Caitlin Wight.

1. **Updates from Southwestern Public Health and Provincial Emergency Operations Centre.**

K. Thompson provided the latest updates from the Southwestern Public Health Unit on the number of confirmed cases, deaths and tests that have been completed in Elgin and Oxford Counties.

The Home Builders Association has reported that new measures are being put in place for home construction workers.

Changes are being made so that the En-Route service centres and truck stops are being kept open so truckers can get a meal and use the washrooms.

Ontario Health Units are receiving more powers in order to assist with this pandemic. There are new allowances for volunteers.

The long-term care homes are nearing a critical point for both staff and PPE. The County is planning for a worst-case scenario. Non-essential staff at the County are assisting where ever possible. They are also reaching out to St. John’s Ambulance, retired nurses and health care workers as well as PSW students. The Township has been asked to help. The County is compiling a potential list of those who can assist in the event they reach critical staffing levels.

The treasurers from across the County have had a conference call recently. They discussed the possibility of having to cancel some of the capital projects due to cash flow problems. J. Carswell will provide more information about this at the next council meeting.

The County has launched #ElginStrong campaign. This will be a way to promote businesses across the county. The Economic Development task force has invited Katherine to participate in a meeting on April 9. They are looking for ways to help out small businesses across the County.

The OPP are enforcing the EMCPA with the assists of our By-law Officer. Our local MP and MPP have reported that they are working on fixing how charges can be laid. The OPP are only doing criminal checks if it is for employment.

Screening is being done at all entrances to Elgin General Hospital. They are trying to reduce the number of people in the emergency room. Only one adult or an adult can accompany a child. The County does not have an assessment centre.

No new updates from the fire department.
MP Karen Vecchio is continuing to work on the issues with Oneida. There could be a problem soon with farmers trying to get access to their fields.

The next meeting will be held on Thursday April 9, 2020 at 1:00 p.m.
Monday March 23, 2020
11:15 a.m.

PRESENT IN PERSON: Robert Monteith, Lori Redman, Jeff Carswell, Jeff McArthur, Barry Smith, Brent Clutterbuck and June McLarty

PRESENT VIA PHONE: Grant Jones, Katherine Thompson, Paul Van Vaerenburgh, and Caitlin Wight.

1. **Updates from Southwestern Public Health**

K. Thompson reported that there has been one confirmed case in Elgin County and 120 people have been tested. The Health Unit doesn’t think we will not see our peak until June. There are no more strict measures in place. Norfolk County and the Region of Peel have closed park facilities. Southwestern Public Health will wait for orders from the government before it recommends shutting down Elgin facilities. SWPH recommended putting up signs reminding people of social distancing and maybe wash the playground equipment twice a day. The City of Toronto is reminding people of social distancing and that you use them at your own risk. There is no guarantee that the playgrounds are germ free. A discussion on what we should do with the 4 playgrounds in the Township. Caution tape will be put around the playground equipment and signs will be posted.

K. Thompson also reported that she has not heard if there have been any changes to the way garbage is collected. Any changes will be posted on website and Facebook.

2. **Declaration of Emergency**

K. Thompson reported that on Saturday March 21, 2020 at 11:00 am the Township of Southwold declared a State of Emergency. There are four primary reasons for the Township’s declaration:

- Protection of volunteers acting on behalf of the Township during an emergency.
- Protection of staff and elected officials from litigious situations that may arise as a result of an emergency.
- Assistance in applying for and receiving any availability of funding that may be offered as a result of the emergency, and to provide private citizens increased validity for their own claims that may come about during the emergency period.
- Indicates to residents the seriousness of the situation and creates awareness around government responses.

The Township is taking this issue seriously.

G. Jones reported that we are in solidarity with the County. Some tough decisions will have to be made.
3. **Current/Future Operations and Working Arrangements**

K. Thompson reported that some changes to the way we operate have been made. Those who have been out of the country are to self – isolate. We will be updating our procedural by-law to accommodate voting electronically. Stricter rules may be coming down from the provincial government. School may be closed longer. We need to plan for the future. J. Carswell reported that the office has been closed to the public. Staff still feel comfortable coming into work. The Public Works Department is still focussed on their jobs, but we may need to look into having a couple different shifts. If it comes to shelter at home, we may have to do that. Some of us can work from home as we can access the system. Staff has continued to be productive. P. Van Vaerenburgh reported that he has been in touch with his staff but some of them are worried. He will meet with them and implement some different procedures.

K. Thompson reported that if we need to update staff on a regular basis any counselling services that are available from Homewood.

4. **Roads Operations – Public Works Superintendent**

P. Van Vaerenburgh reported that the our on-call operations are still in place. Ontario Good Road Association has reported that if you can’t maintain the minimum maintenance standards than the road can be closed down. Staff are still able to do their job. No major weather has been predicted. The number of employees in a pick-up has been reduced. Staff has been separated.

5. **Emergency Fire Services**

J. McArthur reported that when it comes to fire calls no personal vehicles are allowed at the scene. All vehicles come to the fire halls and when the call has been finished everyone comes back to the hall. Only one truck goes to a medical call. If EMS is already there only one firefighter goes in. They are stressing social distancing. After a call, equipment is checked, reducing the number of times at the halls. All training has been suspended. The fire departments are well stocked with personal protection equipment and they have the resources to get more.

Firefighters are able to contact Homewood Health, if they have any concerns.

6. **Public Outreach – CAO, Community Service and Communications Clerk, Corporate Services Clerk.**

K. Thompson thanked June and Caitlin for getting everything posted on the website and Facebook page. We will update these pages if anything comes from the federal and provincial governments. A mass mail out can be sent out to all residents notifying them of Council’s reasons for declaring a state of emergency. A flyer can be sent by Canada Post. This is a good way of notifying the residents who are not on social media or access to the internet

7. **Pandemic Plan**

Our Emergency Response Plan does not include plans for specific emergencies. We will need to update it.

The Emergency Control Group will meet on a weekly basis. The next meeting will be on Friday March 27th, 2020 at 4:00 p.m.

Adjournment at 12:21 p.m.
Friday March 27, 2020
4:00 p.m.

PRESENT IN PERSON: Robert Monteith, Jeff McArthur, Barry Smith, Brent Clutterbuck and June McLarty

PRESENT VIA PHONE: Grant Jones, Katherine Thompson, Jeff Carswell, Paul Van Vaerenburgh, and Caitlin Wight.

1. Updates from Southwestern Public Health and Provincial Emergency Operations Centre.

K. Thompson provided the latest update on the number of cases in the province and in the area of the Southwestern Public Health Unit. The Health Unit will no longer be issuing press releases for positive cases as the numbers will continue to grow.

K. Thompson also reported that the OPP and RCMP are enforcing if a business is defying orders to stay closed or a person(s) who returned from out of the country are not self-isolating. Residents can call the Elgin OPP non-emergency line.

K. Thompson will report back once she receives more information from Southwestern Public Health regarding the closure of the parks. We will keep Shedden Soccer updated.

The public washrooms will remain closed.

The provincial government is seeking sources to make masks and ventilators. Some businesses that normally don’t produce these items are converting.
Petition for Drainage Works by Owners
Form 1

Drainage Act, R.S.O. 1990, c. D.17, clause 4(1)(a) or (b)

This form is to be used to petition municipal council for a new drainage works under the Drainage Act. It is not to be used to request the improvement or modification of an existing drainage works under the Drainage Act.

To: The Council of the Corporation of the Township of Southwold

The area of land described below requires drainage (provide a description of the properties or the portions of properties that require drainage improvements)

The Barber Drain

In accordance with section 9(2) of the Drainage Act, the description of the area requiring drainage will be confirmed or modified by an engineer at the on-site meeting.

As owners of land within the above described area requiring drainage, we hereby petition council under subsection 4(1) of the Drainage Act for a drainage works. In accordance with sections 10(4), 43 and 59(1) of the Drainage Act, if names are withdrawn from the petition to the point that it is no longer a valid petition, we acknowledge responsibility for costs.

Purpose of the Petition (To be completed by one of the petitioners. Please type/print)

Contact Person (Last Name) [Cadieux]

I Sean - Patrick [I]

Address [Road/Street Name] [7010 Union Road]

Location of Project
Lot part Lot 6
Concession Range 1 NUR
Municipality Southwold
Former Municipality (if applicable)

What work do you require? (Check all appropriate boxes)
☐ Construction of new open channel
☐ Construction of new tile drain
☐ Deepening or widening of existing watercourse (not currently a municipal drain)
☐ Enclosure of existing watercourse (not currently a municipal drain)
☐ Other (provide description ▼)

Name of watercourse (if known)

Estimated length of project

General description of soils in the area

What is the purpose of the proposed work? (Check appropriate box)
☐ Tile drainage only ☐ Surface water drainage only ☐ Both

Petition filed this 20th day of February, 2020

Name of Clerk (Last, first name) [Thompson, Katherine]

Signature [Katherine Thompson]
Your municipal property tax bill will provide the property description and parcel roll number. In rural areas, the property description should be in the form of (part) lot and concession and civic address. In urban areas, the property description should be in the form of street address and lot and plan number if available. If you have more than two properties, please take a copy(ies) of this page and continue to list them all.

<table>
<thead>
<tr>
<th>Number</th>
<th>Property Description</th>
<th>Parcel Roll Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>7010</td>
<td>Union Road</td>
<td>34 24 000 001 09102</td>
</tr>
</tbody>
</table>

I hereby petition for drainage for the land described and acknowledge my financial obligations.

Ownership

- [ ] Sole Ownership

  Owner Name (Last, First Name) (Type/Print) [Signature] [Date (yyyy/mm/dd)]

- [ ] Partnership (Each partner in the ownership of the property must sign the petition form)

  Owner Name (Last, First Name) (Type/Print) [Signature] [Date (yyyy/mm/dd)] 2020/02/20

  Owner Name (Last, First Name) (Type/Print) [Signature] [Date (yyyy/mm/dd)] 2020/02/20

- [ ] Corporation (The individual with authority to bind the corporation must sign the petition)

  Name of Signing Officer (Last, First Name) (Type/Print) [Signature] [Date (yyyy/mm/dd)]

  Name of Corporation

  Position Title

  I have the authority to bind the Corporation.

  Date (yyyy/mm/dd)

Number | Property Description | Parcel Roll Number |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I hereby petition for drainage for the land described and acknowledge my financial obligations.

Ownership

- [ ] Sole Ownership

  Owner Name (Last, First Name) (Type/Print) [Signature] [Date (yyyy/mm/dd)]

- [ ] Partnership (Each partner in the ownership of the property must sign the petition form)

  Owner Name (Last, First Name) (Type/Print) [Signature] [Date (yyyy/mm/dd)]

  Owner Name (Last, First Name) (Type/Print) [Signature] [Date (yyyy/mm/dd)]

- [ ] Corporation (The individual with authority to bind the corporation must sign the petition)

  Name of Signing Officer (Last, First Name) (Type/Print) [Signature] [Date (yyyy/mm/dd)]

  Name of Corporation

  Position Title

  I have the authority to bind the Corporation.

  Date (yyyy/mm/dd)

Number | Property Description | Parcel Roll Number |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Check here if additional sheets are attached

Petitioners become financially responsible as soon as they sign a petition.

- Once the petition is accepted by council, an engineer is appointed to respond to the petition. Drainage Act, R.S.O. 1990, c. D. 17 subs. 4(1).
- After the meeting to consider the preliminary report, if the petition does not comply with section 4, the project is terminated and the original petitioners are responsible in equal shares for the costs. Drainage Act, R.S.O. 1990, c. D. 17 subs. 10(4).
- After the meeting to consider the final report, if the petition does not comply with section 4, the project is terminated and the original petitioners are responsible for the costs in shares proportional to their assessment in the Engineer's report. Drainage Act, R.S.O. 1990, c. D. 17 s. 43.

Notice of Collection of Personal Information

Any personal information collected on this form is collected under the authority of the Drainage Act, R.S.O. 1990, c. D. 17 and will be used for the purposes of administering the Act. Questions concerning the collection of personal information should be directed to:

where the form is addressed to a territory without municipal organization, the Drainage Coordinator, Ministry of Agriculture, Food and Rural Affairs, 1 Stone Rd W, Guelph ON N1G 4Y2, 519 826-3552.

07176 (01/12/2019)
TO: Mayor and Council of the Township of Southwold

FROM: Heather James, MCIP, RPP, Planner

SUBJECT: Site Plan Approval for 851788 Ontario Limited (Ontario Plants Propagation Limited) to permit an expansion to an existing agricultural commercial greenhouse operation.

REASONS FOR AND NATURE OF THE APPLICATION:

The lands owned by 851788 Ontario Limited are known municipally as 38024 John Wise Line and are legally described as Part of Lot 31, Concession North Branch of Talbot Road (being Part of Part 1 and 2 and Parts 3, 5, 6 and 8 on Registered Plan 11R-7647), Southwold, located on the north east corner of Talbot Line and John Wise Line, shown on Figure 1. The lands have frontage on both Talbot Line and John Wise Line. The lands are approximately 44.27 ha (109.39 ac.) in area with a frontage of 308.79 m (1,013.08 ft.) along Talbot Line. The lands contain an agricultural greenhouse operation, single detached dwelling and accessory building with municipal water service and private septic systems. The surrounding lands uses are agricultural and non-farm residential. The proposed Site Plan Approval is to permit an expansion to the existing building on the subject lands. The site plan approval is required as this is a commercial use. The previous site plan approval that was passed by Council in 2017 will be repealed and replaced with the proposed approval.

Figure 1: Location of Subject Lands
BACKGROUND INFORMATION:

Site Plan Control (also known as Site Plan Approval) is a tool to regulate development provided to municipalities in the Planning Act. It is used to ensure that any development meets certain standards and regulations. Essentially, a site plan is a drawing or set of drawings that illustrates the proposed property improvement such as buildings, driveways, parking areas, landscaping, fences, light fixtures, grading, drainage and municipal services. The site plan approval process promotes functional and attractive development, while minimizing adverse impacts on the surrounding land uses.

The subject lands are designated Agricultural as shown on Schedule ‘A’ Land Use of the Township of Southwold Official Plan and are zoned Special Provision Agricultural 1 (A1-36) in the Township of Southwold Comprehensive Zoning By-law. The site-specific A1-36 zone that applies to the property came into force and effect January 1, 2019. The proposed addition meets the A1-36 zone. An agricultural commercial greenhouse establishment is a permitted use in the Official Plan and Zoning By-law.

For the proposed addition, the owners were required as part of the Site Plan Approval to submit an application, site plan, stormwater drainage plan (which includes grades and elevations) and loading dock detail plan to address lot grading, stormwater management, drainage, parking areas, loading dock areas, all Ontario Building Code and fire code requirements.

CIRCULATION OF THE APPLICATION:

The application, report and plans were circulated to municipal staff and public agencies for comment. Municipal staff have provided comments and they have been included in the agreement.

As the owners utilized the services of Spriets Associates to prepare all site plan drawings and engineering work and as Spriets Associates are the Township’s Engineer, Township staff have no engineering concerns.

Public agencies’ comments have been incorporated into the agreement. As the proposed expansion will be over an existing Hydro One easement, Infrastructure Ontario has provided a Limited Authorization letter providing technical approval of the proposed expansion over their easement. An Amended Licensing Agreement from Infrastructure Ontario will be required prior to the issuance of a building permit. The owners anticipate they will receive a signed amended licensing agreement within the next few weeks.

PLANNING POLICY REVIEW:

Ontario Planning Act

Section 41 of the Planning Act permits a municipality to establish a site plan control area (or areas) within the municipality. Where development is proposed within that area, a developer must obtain the approval of the municipal council (or its delegate) of such plans and drawings of the proposed development as are specified in the legislation. As a condition to the approval of plans and drawings, the municipality may require the owner of the land to provide such facilities, easements, and other matters as are specified in the legislation by entering into a site plan agreement. As part of the site plan agreement, the municipality may request for such matters as grading, stormwater management, landscaping, parking areas, external lighting, walkways,
easements, storage of garbage and other waste materials to be identified and reviewed (if required).

Township of Southwold Official Plan
Section 6.6 Site Plan Control of the Town of Southwold Official Plan states all lands with the Township are designated as a proposed site plan control area. Council may, by By-law designate the whole or part of any Township as a site plan control area, either geographically or by reference to one or more zones contained in the implementing Zoning By-law. Further Section 6.6.2 details what may be asked of a land owner who is required to enter into a Site Plan Approval with the Township.

RECOMMENDATION:

Subject to review of objections and submissions arising, I recommend:

That Council of the Township of Southwold **APPROVE** the proposed Site Plan Approval Application SPR 2019-01 for 851788 Ontario Limited;

AND, that Council pass the implementing Site Plan Control By-law;

AND LASTLY, that Council authorize the CAO/Clerk and Mayor to execute the agreement with the owners on behalf of the Township.

Respectfully submitted by:

Heather James, MCIP, RPP, Planner
“Submitted electronically”

Approved by:

Katherine Thompson
CAO/Clerk
DATE: April 14, 2020

PREPARED BY: Brent Clutterbuck, Drainage Superintendent

REPORT NO.: DRA 2020-07

ACTIVITY REPORT FROM: March 1, 2020 – March 31, 2020

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

Drains Before Council

Construction:

- Gordon Whalls Drain (July 16): Construction has started on branches “E” and “H” with the contractor continuing to work when ground conditions permit
- Turville Drain #2 (Sept 15) (January 17): I have been in contact with the owner to discuss outstanding issues.
- Williams Improvement Drain (May 2018) (Nov 2018): Van Bree Construction to construct Drain July 1- November 30, 2020
- Lindsay Drain Branch M Extension: Van Bree Construction to construct Drain July 1- November 30, 2020
- Waterline offsets: Spriet is preparing a tender for the offsets of waterlines that is required for the construction of the Williams Drain and the Barber Drain
- South Talbotville Drain: Development owner to construct when doing services

Grant Applications and Final Assessments to be completed

- Bogart Drain Branch C (March 17): waiting for OMAFRA to update the Drain Queue so that the grant application can be submitted
- Daughorty Drain (Nov 16): waiting for OMAFRA to update the Drain Queue so that the grant application can be submitted

In the hands of the Engineer

- Mcintosh #2 Drain (Sept 15): We have reviewed a proposal with MTO and the owners who requested the improvement. We are awaiting MTO comments.
- Barber Drain (May 17): Engineer finalizing his report,
- Wallis Drain: Engineer appointed. Waiting for information from developers Engineers so we can have the Onsite meeting
- Ryan Drain (Sept 19): Engineer appointed, Onsite meeting to be arranged with the developer
- 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.

**Drains Initiated in Neighboring Municipalities**

• **Marr Drain (2012) & Lake Road Diversion Drain (2013):** (Central Elgin). R.J. Burnside & Associates Limited has requested landowner information and I have been told by Jeff Dickson, the Engineer responsible for the report that we will be seeing a report soon.

**Maintenance:**

• Work being assigned as requests coming in
• I have been out in the field looking at maintenance requests and fielding landowner questions

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

3. **Training undertaken by staff:**

4. **2018/19 Capital Project Process:**

<table>
<thead>
<tr>
<th>2020 Drain</th>
<th>Budget</th>
<th>Status/Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gordon Whalls 2018</td>
<td>73,500</td>
<td>Construction has started</td>
</tr>
<tr>
<td>Lindsay Drain Branch ‘M’ Extension</td>
<td>1,084</td>
<td>Construction 2020</td>
</tr>
<tr>
<td>Williams Drain</td>
<td>72,000</td>
<td>Construction 2020</td>
</tr>
<tr>
<td><strong>2021</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>McIntosh #2</td>
<td>18,000</td>
<td>Finalizing report for submission</td>
</tr>
<tr>
<td>Barber</td>
<td>60,000</td>
<td>Design</td>
</tr>
<tr>
<td>Barber Drain - Hunter Line culvert</td>
<td>39,000</td>
<td>Design</td>
</tr>
</tbody>
</table>

**Education and Association meetings**

OMAFRA Clerks and Treasurer courses April 16 & 17, 20120 at the Lamplighter has been canceled.

**Respectively Submitted by:**

Brent Clutterbuck/Drainage Superintendent  
“Submitted electronically”

**Approved by:**

Katherine Thompson  
CAO/Clerk
DATE: April 14, 2020

PREPARED BY: Jeff McArthur, Fire Chief

REPORT NO.: FIR-2020-05

ACTIVITY REPORT FROM: March 1 – March 31, 2020

1. Department updates on its activities and meeting(s) since last report:
   a. Calls for service – a total of nine emergencies were responded to in the month of March including three MVCs.
   b. Online burn permits available only through a dedicated website begins April 15th. Residents without internet access can still contact the Township office.

2. Report on any outstanding/unresolved concerns, issues:
   a. One inspection order outstanding.

3. Training undertaken by staff:
   a. Regular training topics included Hwy 401 Response, Hydrant Operation and Auto Ex.
   b. Training was suspended as of March 15 due to COVID-19. Considering electronic training options.

4. 2019 Capital Project Process:

<table>
<thead>
<tr>
<th>2019</th>
<th>Budget</th>
<th>Status/Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Fire Prevention Officer</td>
<td>Complete</td>
<td></td>
</tr>
<tr>
<td>Air Compressor</td>
<td>1,500.00</td>
<td>Completed</td>
</tr>
<tr>
<td>Automatic Door Closure</td>
<td>500.00</td>
<td></td>
</tr>
<tr>
<td>Equipment Purchases</td>
<td>26,600.00</td>
<td>Completed</td>
</tr>
<tr>
<td>Generator</td>
<td>26,000.00</td>
<td>In service. Completed.</td>
</tr>
<tr>
<td>Digital Sign Utility Service</td>
<td>5,000.00</td>
<td>Completed</td>
</tr>
<tr>
<td>Talbotville Fire Hall</td>
<td>100,000.00</td>
<td>Committee has held three meetings; land acquisition is next step</td>
</tr>
<tr>
<td>Bunker Gear</td>
<td>10,000.00</td>
<td>Completed</td>
</tr>
<tr>
<td>SCBA</td>
<td>18,000.00</td>
<td>Completed</td>
</tr>
<tr>
<td>Radios and Pagers</td>
<td>1,000.00</td>
<td>Completed</td>
</tr>
</tbody>
</table>
DATE: April 14, 2020

PREPARED BY: Paul Van Vaerenbergh, Public Works Superintendent

REPORT NO.: PW 2020- 04

ACTIVITY REPORT FROM: March 2020

1. Department updates on its activities and meeting(s) since last report:
   - Tree and brush removals continued in various locations
   - Pot hole patching of various roads were completed.
   - Winter equipment removals were begun.
   - Covid-19 hit and crew was split into two shifts with singular work assignments being performed and vehicles and equipment specifically assigned in order to keep safe distancing possible.
   - Play ground equipment was cordoned off and signs posted.
   - Gravel roads are being graded and at this time are in very good condition
   - Faded sign replacements were begun
   - Work will continue in this manner until such time that legislation dictates otherwise.

2. Training undertaken by staff:


<table>
<thead>
<tr>
<th>Year</th>
<th>Project</th>
<th>Description</th>
<th>Budget</th>
<th>Status/Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>Water and Sewer</td>
<td>Trunk Sewer-Phase 2 – from 2017-includes storm and road components</td>
<td>4,200,000.00</td>
<td>Completed for the season asphalt base coat and sidewalks installed.</td>
</tr>
<tr>
<td>2018</td>
<td>Construction Projects</td>
<td>Street Lights</td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>2019</td>
<td>Public Works</td>
<td>Work Management Software</td>
<td>18,000.00</td>
<td></td>
</tr>
<tr>
<td>Asset Management Plan/Data Collection</td>
<td>5,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------------</td>
<td>----------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment Purchase</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2001 Tandem Replacement</td>
<td>275,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Truck has been ordered</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Hard Surface Projects</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Bridges</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lynhurst Subdivision</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineering Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roads</td>
<td>17,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storm</td>
<td>17,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>16,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Culverts</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second Line Culvert</td>
<td>100,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Engineering and planning is underway</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Water and Sewer</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Force main and Lift Station</td>
<td>1,300,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Respectively Submitted by:

Paul Van Vaerenbergh, Public Works Superintendent
“Submitted electronically”

Approved by:

Katherine Thompson
DATE: April 14, 2020

PREPARED BY: Paul Van Vaerenbergh, CRSI, Public Works Superintendent

REPORT NO. 2020-005

SUBJECT MATTER: Supply and Delivery of Granular Materials

Recommendation: That Council awards the supply and delivery of granular materials to McKenzie and Henderson Ltd. in the amount of $260,240.00 (plus HST)

Purpose: The purpose of this report is to seek Council authorization to accept the tender results for the supply and delivery of granular materials.

Background: As part of the Township’s gravelling program and supply of winter sand, the Township has called for tender, the works associated with the supply and delivery of requested granular materials.

The tenders were advertised on the Township’s website www.southwold.ca, as well as, emails made to suppliers and contractors requesting they bid tender on T2020 - 001.

Comments/Analysis: Three suppliers closed the tender (T2020-001): for supply and delivery of:

- 17,500 tonne “on the road” A gravel
- 500 tonne stockpile A gravel
- 500 tonne stockpile winter sand

Strieb Trucking Ltd $278,670.00 (plus HST)
Jeff Campbell Trucking $267,675.00
McKenzie and Henderson Ltd. $260,240.00

Financial Implications: The low bid falls within the approved 2020 approved budget amount.

Respectively Submitted by:

Paul Van Vaerenbergh, Public Works Superintendent
“Submitted electronically”

Approved by:

Katherine Thompson
CAO/Clerk
DATE: April 14, 2020

PREPARED BY: Jeff Carswell, Treasurer

REPORT NO.: FIN 2020-09

SUBJECT MATTER: COVID-19 Tax/Water/Wastewater Penalty Relief

Recommendations:

THAT Council provide input and direction for development of a by-law to amend penalty charges applied to late payments for the Interim Tax Levy and April Water/Wastewater charges.

That Council provide direction to staff to develop a program to waive rental payments for space leased from the Township.

Purpose:

To examine various options to amend the imposition of penalty charges for property tax, water and wastewater fees and to consider other options to provide financial relief for residents and businesses.

Comments/Analysis:

At the March 17, 2020 meeting, Council provided direction for several immediate matters related to taxes and water payments. The items approved by Council included waiving penalty on the March 31st tax instalment, no water shut-offs due to non-payment and waiving the 2% Credit Card surcharge.

Since that time, it has been determined that some items need to be formalized in a by-law, although the provisions can be retroactive. While the overall impact of COVID-19 has evolved rapidly and continues to do so, there are still many unknowns as this time. As result, many industry professionals are suggesting that municipalities take their time with providing financial relief and do not over-commit with programs and relief. It would also be beneficial to explore options to try to target relief to those people that need relief. While the initial decisions Council made with respect to the March 31 tax installment, water shut-offs and credit card fees made sense, future decisions will require additional consideration.
Based on review the March 31st installment payments, it appears most people continued to pay the installment on time. Some people inquired about the waiving of penalty and appeared to postpone payment just because they could. There was also a significant increase in people using credit cards. This was no doubt a combination on not being able to come into the office and there were some comments about being able to get points. Based on timing of the pandemic, it was not unexpected that there was little impact on the March 31st installment. It is anticipated there may be more impact on the April 30 water bill and the May 31st tax installment.

Several developments that will impact the options the Township considers for financial programs and relief include:

County
- postponing penalty on March 31 instalment from April 1 to May 1
- proposing levy payments from local municipalities to the County be proportionate to actual collection of taxes by the local municipality

School Boards
- March 31st remained as is
- June 30 installment due date postponed to September 30
- September 30 installment due date postponed to December 31
- December 15 installment postponed to December 31
- While a 3 month deferral for school board payments is helpful, the education levy represents about 15% of the overall tax levy

Options

1. Do nothing for subsequent payments – not recommended based on the fact the County and School Board a providing relief. It was clear from the Province that the delay in school board payments was to permit municipalities to develop and implement relief programs for ratepayers.

2. Water Shut-offs – do not shut-off water for non-payment indefinitely – Council would consider to evaluate the situation regularly and when it is decided that water shut-offs can proceed again, there would be additional notice provided to those that are in a shut-off position.

3. Water penalty April 30th payment – waive water penalty applied for non-payment

4. Water penalty April 30th payment – apply a reduced penalty rate for non-payment of water/wastewater. The current rate is 5% and applied to non-payment by the due date. In an effort to encourage those that can make payment, the penalty rate could be reduced to an amount that would encourage those that can pay to do so, but not so high it could cause financial hardship for those that may not be able to. For example a rate of 1% - 2% could be considered. A reduced penalty
rate could be in effect until Council gives direction to return the penalty rates to 5%.

5. Taxes – Continue to waive penalty applied to outstanding current year installments. With property taxes, penalty is applied on the first of the month for outstanding amounts. For example, if the March 31\textsuperscript{st} installment is not paid, penalty would typically be installed April 1 and May 1. The next installment is due May 29\textsuperscript{th} and on June 1, penalty would be applied to the March 31\textsuperscript{st} installment and the May 29\textsuperscript{th} installment. Penalty for July 1 and August 1 would continue to be for both installments. If Council wishes to provide a complete waiver of penalty, it is recommended that Council limit the duration to only 1 – 2 months out. This way Council will not over commit and can continually monitor the situation and respond appropriately.

6. Taxes – reduced penalty rate – As with water penalty, the Township could set a lower penalty rate. The current rate is 1.25\% per month. As it is applied each month on the current year taxes outstanding, the annualized total would work out to 8\%. If a typical residential property was not able to pay their 2020 taxes of $3,006, the total penalty for the year would be $244.24. As noted with water, a lower rate may be useful to encourage those that can pay, to do so. While the pandemic is having disastrous impacts on the economy, not everyone is being affected to the same degree. If someone is seeing minimal impact, it is hoped they continue to pay their bills promptly, rather than taking the relief that is being provided for those that truly need it. If a penalty rate of 0.3125\% was applied (1/4 of the current 1.25\%), the previous example would drop from 8\% to 2\% or $61.

The other point that should be highlighted with respect to tax penalty, is the existing waiver for March 31\textsuperscript{st} and the discussion in this report is about current year penalty only. At this time, there is no relief or reduction in interest applied to prior years taxes. While there may be some people that intended to pay their prior years taxes off, but will not be able to do so due to COVID-19, it does not seem appropriate to provide relief for prior years arrears.

While all of these options will have an impact on Township revenue, at this time it is very difficult to complete a costing associated with each one. There was little impact on the March 31\textsuperscript{st} tax installment, but I do not believe it will be indicative of future installments. The longer the pandemic goes, the more significant the impact will likely be. As a result, I believe Council should continue to provide relief, but try to target the relief in a manner that makes the most sense. All municipalities are exploring options to provide financial relief for taxpayers, while trying to balance the ongoing financial obligations of the Township. I would caution Council to not rush to providing a specific relief just because a neighbouring municipality provided it. While it requires more thought and discipline, I believe trying to target relief to those that truly need it, while difficult within the confines of the Municipal Act, is a better way to provide it.
I also believe it would be premature to make long-term plans and decisions when the situation continues to evolve daily. Based on the timing of tax installments and water/wastewater payments, there is time to continually evaluate the situation and put in place appropriate programs.

Based on Council’s discussion and feedback on these items, staff will develop the necessary by-laws for consideration at the next meeting.

**Township Facilities Rented to Businesses**

The Township has received a request from All That Glitters Esthetics for rent relief. Ms. Sealey indicated she closed the business March 17th and with the Provincial direction that only essential services may operate, it is unclear when the business will reopen. She did indicate an intent to reopen when it is feasible and permitted.

The Township leases spaces to four business. To date, the only formal request is from All That Glitters Esthetics, but other businesses may also be affected to varying degrees. Council has several options, including:

- Hold tenants to their leases – not recommended under the circumstances
- Work with tenants based on their unique circumstances – if a business is closed with no income, waive monthly rental fees until shortly after they reopen. If a business is open but seeing significant decrease in revenues allow for reduced rent. If a business is operating normally, maintain current rent – Recommended option
- Provide rental relief to all tenants – not recommended as the pandemic is affecting businesses differently

Based on Council’s direction, staff can develop the details for a rent relief program. Providing some relief for rent could be construed as bonusing and is not permitted under the Municipal Act; however, under the circumstances and based on the small value of the rentals, it does not appear to be an unreasonable thing to do. Staff believes development of a program could be structured to minimize the risk of being challenged on bonusing.

**Financial Implications:**

Waiving penalties and rental payments will impact the Township’s overall revenue for 2020 and providing increased flexibility for making payments (ie. Credit Cards) will result in some costs; however, the Township has the capacity to accommodate this in the short-term. While revenues will be down, there will be some decrease in costs related to facility operation to help offset this.

Respectfully Submitted by: 
Jeff Carswell, Treasurer
“Submitted electronically”

Approved by: 
Katherine Thompson, CAO/Clerk
“Approved electronically”
Recommendation:

THAT Council approve the total adjustment of taxes for the 2019 tax years resulting from Municipal Act, Sec.357 applications, as presented, in the amount of $3,508.92.

Purpose:

The purpose of this report is to seek approval from Council to process, or to deny, Sec.357 adjustments of taxes for the 2019 taxation years as presented.

Background:

Reductions to assessment can be pursued by any taxpayer under the various provisions of Sec.357 of the Municipal Act. MPAC’s role is to provide the municipality with the information it needs to enable municipal Council to determine whether a tax refund, cancellation, reduction or increase is warranted. Approved applications result in tax adjustments according to the amount of the assessment reduction. A municipal Council can decline to approve applications made under this section. A taxpayer then has the option of taking the application further to the Assessment Review Board where all parties can argue their position.

Comments/Analysis:

The detailed adjustment reports are attached as Appendix "A".

The following chart summarizes the recommended adjustments.

<table>
<thead>
<tr>
<th>Year</th>
<th>Type</th>
<th>Township</th>
<th>County</th>
<th>Education</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>Section 357 Write-offs</td>
<td>$1,377.14</td>
<td>$1,687.96</td>
<td>$443.82</td>
<td>$3,508.92</td>
</tr>
</tbody>
</table>
Council can take the position of denying any Sec. 357 application. If denied, this report must be deferred and brought back to a future meeting. Notice is to be provided to applicants with adjustments that have been denied, at least 14 days before the meeting date to allow applicants representation during that future meeting.

Section 357(3) of the Assessment Act states that an application must be filed with the Treasurer on or before February 28 of the year following the year in respect of which the application is made. All applications included in this report were made within the regulated deadline.

Financial Implications:

County and School Board balances for applications made within legislated deadlines are recoverable from the County and School Boards.

The Township portion the tax adjustments are $1,377.14 for 2019.

Respectfully Submitted by: Jeff Carswell, Treasurer
“Submitted electronically”

Approved by: Katherine Thompson, CAO/Clerk
“Approved electronically”
## Township Of Southwold

### 2019 SUPPLEMENTAL BILLING CALCULATIONS

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>F T 05/01/19: 000-007-17805-0</td>
<td>223,239</td>
<td>439.39</td>
<td>170.32</td>
<td>208.76</td>
<td>0.00</td>
<td>60.31</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>TOTAL TOTAL FARMLAND</td>
<td>439.39</td>
<td>170.32</td>
<td>208.76</td>
<td>0.00</td>
<td>60.31</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>R T 05/01/19: 000-007-17805-0</td>
<td>-486,811</td>
<td>-4,118.55</td>
<td>-1,614.18</td>
<td>-1,978.50</td>
<td>0.00</td>
<td>525.87</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>TOTAL TOTAL RESIDENTIAL</td>
<td>-4,118.55</td>
<td>-1,614.18</td>
<td>-1,978.50</td>
<td>0.00</td>
<td>525.87</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>T T 05/01/19: 000-007-17805-0</td>
<td>80,452</td>
<td>170.24</td>
<td>66.72</td>
<td>81.78</td>
<td>0.00</td>
<td>21.74</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>TOTAL TOTAL MANAGED FOREST</td>
<td>170.24</td>
<td>66.72</td>
<td>81.78</td>
<td>0.00</td>
<td>21.74</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

### Category Totals:
-3,508.92 -1,377.14 -1,687.96 0.00 -443.82 0.00 0.00 0.00 0.00

**Supplemental Billing Total:** -3,508.92

**Demand Date:** 03/03/20

**Due:** 03/31/20

**Net Adjustments:** 0.00

**Net Billing Amount:** -3,508.92

**Number of Bills Generated:** 1
1. Department updates on its activities and meeting(s) since last report:
   Please see attached permit comparison report Schedule ‘A’ CBO 2020-007 for
   monthly comparison Schedule ‘B’ CBO 2020-007 for annual comparison. Evolta
   e-permitting software is up and running so far there has been an excellent
   response some minor glitches to still correct but feedback has been positive. Out
   of the 26 permits received this year to date 17 have been received on-line some
   inspections have started being booked on-line as well. Due to COVID-19 the
   delivery date for the building department truck has been delayed.

2. Report on any outstanding /unresolved concerns, issues: None

3. Training undertaken by staff:

4. 2018/2019 Capital Project Process:

<table>
<thead>
<tr>
<th>2018</th>
<th>Budget</th>
<th>Status/Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Keystone Complex</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cabinet door replacement, bar top replacement</td>
<td></td>
<td>Pending installation</td>
</tr>
<tr>
<td>Security Camera from 2017</td>
<td></td>
<td>Completed</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2019</th>
<th>Budget</th>
<th>Status/Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Township Office</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TV Wall Mount- Council Chambers</td>
<td>450.00</td>
<td>Completed</td>
</tr>
<tr>
<td>Changes to Building Fees</td>
<td></td>
<td>Completed</td>
</tr>
<tr>
<td>Municipal building light replacement</td>
<td>1,000.00</td>
<td>Completed</td>
</tr>
<tr>
<td>Municipal building engineering review</td>
<td>5,000.00</td>
<td>Completed</td>
</tr>
<tr>
<td>Municipal Property</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medical Centre eavestrough downspout replacement</td>
<td>2,500.00</td>
<td>Completed</td>
</tr>
<tr>
<td>Keystone Complex</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>Cost</td>
<td>Status</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>----------</td>
<td>------------</td>
</tr>
<tr>
<td>Portico light improvements</td>
<td>1,000.00</td>
<td>Completed</td>
</tr>
<tr>
<td>Re-key catering and kitchen doors</td>
<td>500.00</td>
<td>Completed</td>
</tr>
<tr>
<td>2 projectors, mount, motorized screens, wiring</td>
<td>6,200.00</td>
<td>Completed</td>
</tr>
<tr>
<td>Keystone - toilet replacement</td>
<td>4,500.00</td>
<td>Completed</td>
</tr>
</tbody>
</table>

Respectively Submitted by:
Corey Pemberton Chief Building Official
“Submitted electronically”

Approved by:

Katherine Thompson
CAO/Clerk
## Township Of Southwold
### Permit Comparison Summary
Issued For Period MAR 1,2020 To MAR 31,2020

<table>
<thead>
<tr>
<th>Permit Count</th>
<th>Previous Year</th>
<th>Current Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permit Count</td>
<td>Fees Value</td>
<td>Fees Value</td>
</tr>
<tr>
<td>ACCESSORY BUILDING PERMIT</td>
<td>1 95.00 2,500.00</td>
<td>2 357.50 39,600.00</td>
</tr>
<tr>
<td>ADDITION/ALTERATION/RENOVATION</td>
<td>2 1,254.60 150,000.00</td>
<td>4 72,287.15 6,046,000.00</td>
</tr>
<tr>
<td>COMMERCIAL CONSTRUCTION PERMIT</td>
<td>0 0.00 0.00</td>
<td>4 6,480.00 540,000.00</td>
</tr>
<tr>
<td>DEMOLITION PERMIT</td>
<td>0 0.00 0.00</td>
<td>2 300.00 10,000.00</td>
</tr>
<tr>
<td>FARM BUILDING NON LIVE STOCK</td>
<td>0 0.00 0.00</td>
<td>1 624.05 326,000.00</td>
</tr>
<tr>
<td>NEW SINGLE FAMILY DWELLING PERM</td>
<td>3 3,809.61 1,915,000.00</td>
<td>2 5,473.35 1,083,000.00</td>
</tr>
<tr>
<td>SEWAGE SYSTEM PERMIT</td>
<td>1 500.00 20,000.00</td>
<td>3 1,500.00 45,000.00</td>
</tr>
<tr>
<td>SWIMMING POOL PERMIT</td>
<td>1 75.00 33,575.00</td>
<td>1 150.00 20,000.00</td>
</tr>
</tbody>
</table>

### New Water Service
New Water Service

<table>
<thead>
<tr>
<th>Permit Count</th>
<th>Previous Year</th>
<th>Current Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permit Count</td>
<td>Fees Value</td>
<td>Fees Value</td>
</tr>
<tr>
<td></td>
<td>0 0.00 0.00</td>
<td>1 150.00 1,500.00</td>
</tr>
</tbody>
</table>

### Previous Year

- Total Permits Issued: 8
- Total Dwelling Units Created: 3
- Total Permit Value: 2,121,075.00
- Total Permit Fees: 5,734.21
- Total Compliance Letters Issued: 0
- Total Compliance Letter Fees: 0.00

### Current Year

- Total Permits Issued: 17
- Total Dwelling Units Created: 1
- Total Permit Value: 8,111,100.00
- Total Permit Fees: 87,322.05
- Total Compliance Letters Issued: 0
- Total Compliance Letter Fees: 0.00

### Inspection Summary

<table>
<thead>
<tr>
<th>Ward</th>
<th>Permit Inspections</th>
<th>Other Roll Inspections</th>
</tr>
</thead>
<tbody>
<tr>
<td>000</td>
<td>51</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>51</td>
<td>0</td>
</tr>
</tbody>
</table>

### Permit Charge

<table>
<thead>
<tr>
<th>Permit Charge</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACCESSORY BUILDING PERMIT</td>
<td>357.50</td>
</tr>
<tr>
<td>ADDITION/ALTERATION/RENOVATION</td>
<td>72,287.15</td>
</tr>
<tr>
<td>COMMERCIAL CONSTRUCTION PERMIT</td>
<td>6,480.00</td>
</tr>
<tr>
<td>DEMOLITION PERMIT</td>
<td>300.00</td>
</tr>
<tr>
<td>FARM BUILDING NON LIVE STOCK</td>
<td>624.05</td>
</tr>
<tr>
<td>NEW SINGLE FAMILY DWELLING PERM</td>
<td>5,473.35</td>
</tr>
<tr>
<td>New Water Service</td>
<td>150.00</td>
</tr>
<tr>
<td>SEWAGE SYSTEM PERMIT</td>
<td>1,500.00</td>
</tr>
<tr>
<td>SWIMMING POOL PERMIT</td>
<td>150.00</td>
</tr>
</tbody>
</table>

Total: 87,322.05
## Permit Comparison Summary

Issued For Period JAN 1,2020 To MAR 31,2020

<table>
<thead>
<tr>
<th>Permit Count</th>
<th>Previous Year</th>
<th>Current Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACCESSORY BUILDING PERMIT</td>
<td>1 95.00 2,500.00</td>
<td>2 357.50 39,600.00</td>
</tr>
<tr>
<td>ADDITION/ALTERATION/RENOVATION</td>
<td>4 2,142.10 250,000.00</td>
<td>5 72,437.15 6,061,000.00</td>
</tr>
<tr>
<td>COMMERCIAL CONSTRUCTION PERMIT</td>
<td>0 0.00 0.00</td>
<td>5 6,480.00 540,000.00</td>
</tr>
<tr>
<td>DEMOLITION PERMIT</td>
<td>1 75.00 5,000.00</td>
<td>2 300.00 10,000.00</td>
</tr>
<tr>
<td>FARM BUILDING LIVESTOCK PERMIT</td>
<td>1 1,600.00 0.01</td>
<td>0 0.00 0.00</td>
</tr>
<tr>
<td>FARM BUILDING NON LIVE STOCK</td>
<td>2 685.48 145,000.00</td>
<td>4 10,423.82 2,468,000.00</td>
</tr>
<tr>
<td>IND./COM./INST CONSTRUCTION PERM</td>
<td>1 0.00 2,800,000.00</td>
<td>0 0.00 0.00</td>
</tr>
<tr>
<td>NEW SINGLE FAMILY DWELLING PERM</td>
<td>4 4,890.86 2,275,000.00</td>
<td>3 7,726.80 1,509,000.00</td>
</tr>
<tr>
<td>SEWAGE SYSTEM REPAIR PERMIT</td>
<td>0 0.00 0.00</td>
<td>2 1,200.00 23,000.00</td>
</tr>
<tr>
<td>SEWAGE SYSTEM PERMIT</td>
<td>1 500.00 20,000.00</td>
<td>5 2,500.00 85,000.00</td>
</tr>
<tr>
<td>SWIMMING POOL PERMIT</td>
<td>1 75.00 33,575.00</td>
<td>1 150.00 20,000.00</td>
</tr>
</tbody>
</table>

### New Water Service

<table>
<thead>
<tr>
<th>Permit Count</th>
<th>Previous Year</th>
<th>Current Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Water Service</td>
<td>0 0.00 0.00</td>
<td>1 150.00 1,500.00</td>
</tr>
</tbody>
</table>

### Previous Year

| Total Permits Issued | 16 |
| Total Dwelling Units Created | 4 |
| Total Permit Value | 5,531,075.01 |
| Total Permit Fees | 10,063.44 |
| Total Compliance Letters Issued | 0 |
| Total Compliance Letter Fees | 0.00 |

### Current Year

| Total Permits Issued | 26 |
| Total Dwelling Units Created | 2 |
| Total Permit Value | 10,757,100.00 |
| Total Permit Fees | 101,725.27 |
| Total Compliance Letters Issued | 0 |
| Total Compliance Letter Fees | 0.00 |

## Inspection Summary

<table>
<thead>
<tr>
<th>Ward</th>
<th>Permit Inspections</th>
<th>Other Roll Inspections</th>
</tr>
</thead>
<tbody>
<tr>
<td>000</td>
<td>111</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>111</td>
<td>0</td>
</tr>
</tbody>
</table>

## Permit Charge

<table>
<thead>
<tr>
<th>Permit Charge</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACCESSORY BUILDING PERMIT</td>
<td>357.50</td>
</tr>
<tr>
<td>ADDITION/ALTERATION/RENOVATION</td>
<td>72,437.15</td>
</tr>
<tr>
<td>COMMERCIAL CONSTRUCTION PERMIT</td>
<td>6,480.00</td>
</tr>
<tr>
<td>DEMOLITION PERMIT</td>
<td>300.00</td>
</tr>
<tr>
<td>FARM BUILDING NON LIVE STOCK</td>
<td>10,423.82</td>
</tr>
<tr>
<td>NEW SINGLE FAMILY DWELLING PERM</td>
<td>7,726.80</td>
</tr>
<tr>
<td>New Water Service</td>
<td>150.00</td>
</tr>
<tr>
<td>SEWAGE SYSTEM REPAIR PERMIT</td>
<td>1,200.00</td>
</tr>
<tr>
<td>SEWAGE SYSTEM PERMIT</td>
<td>2,500.00</td>
</tr>
<tr>
<td>SWIMMING POOL PERMIT</td>
<td>150.00</td>
</tr>
</tbody>
</table>

Total | 101,725.27 |
COVID-19 update report

Background:

The Ontario Government through O. Reg. 82/20 has amended the Construction clause through O. Reg. 119/20. I have sought interpretation/opinion from neighboring Municipal Building Department CBO’s and by extension, their Legal Departments. Further legal advice is ongoing. The Construction clause is limited to the following industries and no known amendments are proposed at time of writing this report.

Construction

27. Construction projects and services associated with the healthcare sector, including new facilities, expansions, renovations and conversion of spaces that could be repurposed for health care space.
28. Construction projects and services required to ensure safe and reliable operations of, or to provide new capacity in, critical provincial infrastructure, including transit, transportation, energy and justice sectors beyond the day-to-day maintenance.
29. Critical industrial construction activities required for,
   i. the maintenance and operations of petrochemical plants and refineries,
   ii. significant industrial petrochemical projects where preliminary work has already commenced,
   iii. industrial construction and modifications to existing industrial structures limited solely to work necessary for the production, maintenance, and/or enhancement of Personal Protective Equipment, medical devices (such as ventilators), and other identified products directly related to combatting the COVID-19 pandemic.
30. Residential construction projects where,
   i. a footing permit has been granted for single family, semi-detached and townhomes
   ii. an above grade structural permit has been granted for condominiums, mixed use and other buildings, or
   iii. the project involves renovations to residential properties and construction work was started before April 4, 2020.
31. Construction and maintenance activities necessary to temporarily close construction sites that have paused or are not active and to ensure ongoing public safety

Permit Applications

At this time applications both those already received, and any new ones accepted after Saturday, April 4, 2020 will be reviewed as per the current policy. A disclaimer (currently under review by legal counsel) will be added to all permits being issued informing permit holders that it is the responsibility of the permit holder to ensure that they are an essential construction site. A letter will be sent to all permit applicants to sign stating they are aware of the COVID 19 crisis and just because a permit has been issued, it does not mean the Township has given permission to start work. The Township is also awaiting clarification as to whether any agricultural permits are deemed to be essential.
A. Work may continue on Essential Permits which include:

- Septic permits - emergency, repair or required for a residential under construction,
- Those industrial uses, current permits and future ones described in the new regulation, and
- Existing residential permits as described in the regulation

B. Work may not continue for the following non-essential construction projects which include:

- Residential applications, not issued as permits before midnight April 4th
- Demolition permits
- Pool Fence Enclosure permits (where building permits are issued for these)
- Industrial, Commercial and Institutional uses not listed as essential in the regulation

At the time of writing this report I received an email from the OBOA see below:

Dear OBOA Members,

On Friday, April 3, 2020, the Ontario Government released amended O.Reg. 82/20 which is an Order made under Subsection 7.0.2 (4) of the Emergency Management and Civil Protection Act. This regulation is a further limitation of the businesses/services which are deemed essential.

The OBOA is seeking a legal opinion on how building officials can and should interpret their roles, rights, and levels of service under O.Reg 82-20 from a legal point of view, with a particular focus of how the Reg. and Order interfaces with the Building Code Act and Regulations. We will follow up when the legal opinion is available to be released.

Respectively Submitted by:

Corey Pemberton Chief Building Official
“Submitted electronically”

Approved by:

Katherine Thompson
CAO/Clerk
DATE: April 14th, 2020

PREPARED BY: Katherine Thompson

REPORT NO.: CAO 2020-21

ACTIVITY REPORT FROM: CAO/Clerk Katherine Thompson – March 2020

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 2</td>
<td>Elgincentives Final Inspection</td>
</tr>
<tr>
<td>March 5</td>
<td>Meeting with MP and Mayor</td>
</tr>
<tr>
<td>March 5</td>
<td>Meeting with Consultant re: DC Charges</td>
</tr>
<tr>
<td>March 6</td>
<td>Elgin CAOs Meeting re: Service Delivery Review</td>
</tr>
<tr>
<td>March 9</td>
<td>Meeting with Consultant re: Southwold Specific Service Delivery Issues</td>
</tr>
<tr>
<td>March 9</td>
<td>Council Meeting</td>
</tr>
<tr>
<td>March 10-18</td>
<td>CAO Vacation</td>
</tr>
<tr>
<td>March 19</td>
<td>SWPH Daily Emergency Meeting</td>
</tr>
<tr>
<td>March 19</td>
<td>Elgin CAOs COVID-19 call</td>
</tr>
<tr>
<td>March 20</td>
<td>SWPH Daily Emergency Meeting</td>
</tr>
<tr>
<td>March 20</td>
<td>OCWA WWTP and Asset Management Meeting</td>
</tr>
<tr>
<td>March 20</td>
<td>Provincial Emergency Operations Meeting</td>
</tr>
<tr>
<td>March 20</td>
<td>Elgin CAOs COVID-19 call</td>
</tr>
<tr>
<td>March 21</td>
<td>Elgin CAOs Emergency Meeting to declare emergency</td>
</tr>
<tr>
<td>March 23</td>
<td>Staff Meeting</td>
</tr>
<tr>
<td>March 23</td>
<td>SWPH Daily Emergency Meeting</td>
</tr>
<tr>
<td>March 23</td>
<td>Southwold Emergency Control Group Meeting</td>
</tr>
<tr>
<td>March 23</td>
<td>Provincial Emergency Operations Meeting</td>
</tr>
<tr>
<td>March 24</td>
<td>Staff Meeting</td>
</tr>
<tr>
<td>March 24</td>
<td>SWPH Daily Emergency Meeting</td>
</tr>
<tr>
<td>March 24</td>
<td>Special Council Meeting</td>
</tr>
<tr>
<td>March 25</td>
<td>Staff Meeting</td>
</tr>
<tr>
<td>March 25</td>
<td>SWPH Daily Emergency Meeting</td>
</tr>
<tr>
<td>March 25</td>
<td>Provincial Emergency Operations Meeting</td>
</tr>
<tr>
<td>March 26</td>
<td>SWPH Daily Emergency Meeting</td>
</tr>
<tr>
<td>March 26</td>
<td>Elgin CAO/CEMC COVID-19 call</td>
</tr>
<tr>
<td>March 26</td>
<td>Staff Meeting</td>
</tr>
<tr>
<td>March 27</td>
<td>SWPH Daily Emergency Meeting</td>
</tr>
<tr>
<td>March 27</td>
<td>Staff Meeting</td>
</tr>
<tr>
<td>March 27</td>
<td>Southwold Emergency Control Group Meeting</td>
</tr>
<tr>
<td>March 27</td>
<td>Meeting with OCWA to discuss flushing etc.</td>
</tr>
<tr>
<td>March 27</td>
<td>Provincial Emergency Operations Meeting</td>
</tr>
<tr>
<td>March 30</td>
<td>Staff Meeting</td>
</tr>
</tbody>
</table>
2. **Report on any outstanding /unresolved concerns, issues:** None.

3. **Training undertaken by staff:** None.

4. **2018/2019 Capital Project Process:**

<table>
<thead>
<tr>
<th>Year</th>
<th>Project Description</th>
<th>Budget</th>
<th>Status/Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>Security Cameras</td>
<td></td>
<td>Installed.</td>
</tr>
<tr>
<td>2018</td>
<td><strong>General</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Recording Equipment – Council Chambers</td>
<td>1,500</td>
<td>Camera is ready for recording.</td>
</tr>
<tr>
<td></td>
<td><strong>Parks and Rec</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>Talbotville Park Projects 2019, washrooms, ball diamond, parking lot, new electrical service, property leveling and prep work, engineering and contingency</em></td>
<td>706,750.00</td>
<td>Preliminary park designs have been submitted and reviewed by the Parks Committee. The designs have been sent back to the engineer and the Township hopes to receive updated designs by mid March.</td>
</tr>
<tr>
<td></td>
<td><strong>Keystone Complex</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Wireless Microphone</td>
<td></td>
<td>Rosy Rhubarb has acquired microphones.</td>
</tr>
<tr>
<td>2019</td>
<td><strong>Emergency Management Preparedness Supplies</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Determines items to be ordered including cabinet for storage</td>
<td>5,000.00</td>
<td>Blankets and cots ordered and are being sorted and organized by staff upon arrival.</td>
</tr>
<tr>
<td></td>
<td><strong>Parks</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>Shedden Open Space Park – Phase 1</em></td>
<td>325,550.00</td>
<td>Site levelling complete. Sub-drainage work complete. Topsoil &amp; Grass work complete.</td>
</tr>
<tr>
<td></td>
<td><em>Shedden Open Space Park Phase 2, washrooms, pavilion, playground, parking lot</em></td>
<td>550,000.00</td>
<td>Playground work completed. Washrooms &amp; Pavilion construction underway. Parking Lot – pending completion of other elements; deferred to 2020 budget.</td>
</tr>
<tr>
<td></td>
<td><strong>Fingal Heritage Park</strong></td>
<td>$41,000</td>
<td>Gazebo work with manufacturer; aiming for spring installation. Concrete foundation installed.</td>
</tr>
</tbody>
</table>
Respectively Submitted by:

Katherine Thompson
CAO/Clerk
Recommendation:

THAT Council receive this report for information.

Purpose:
To provide Council with up to date information about the COVID-19 Pandemic including the impact on Southwold Township operations.

Background:

The CAO will provide up to date numbers based on information from SWPH received on April 14, 2020. Up to date information is also available on the SWPH website at https://www.swpublichealth.ca/partners-and-professionals-update-novel-coronavirus-covid-19

Comment:

Provincial Orders/Notices

The Provincial government reduced the list of businesses that are considered essential and ordered these businesses to close by April 4 at 11:59 p.m.

The Province released COVID-19 modelling revealing several scenarios in an attempt to be transparent about potential cases and deaths if preventative measures were not taken. Over the course of the pandemic there could have been up to 100,000 deaths if no action was taken. Under current restrictions the Province predicts between 3,000 and 15,000 deaths. Further measures could reduce these numbers considerably.

The Province has launched a web portal connecting workers with employers looking to fill positions in the agri-food sector.

To help long term care homes address emergency staffing needs the province has allowed more flexibility to recruit and reassign staff as needed. Additionally, long term care homes must report all outbreaks of COVID-19.

The Province has issued an emergency order allowing police, firefighters and paramedics to obtain COVID-19 positive information about individuals whom they are coming in contact with when preparing to respond to an emergency.
The Province has also announced other measures to help vulnerable populations in Ontario.

Finance

- All finance staff working from home and coming into the office on rotation
- so far it appears essential tasks to maintain financial functions can be completed in this manner
- March 31 tax installment was due while the office was closed to the public - collection went smoothly
- Water bills are scheduled for delivery the week of April 6 with a regular due date of April 30
- we continue to encourage vendors to sign up for EFT and submit invoices electronically
- Auditors were scheduled to be on-site the week of April 13 but will now be completing audit work remotely
- Audit timeline may be delayed due treasury staff time be diverted to other COVID-19 items
- Some financial reporting deadlines are being extended in light of the pandemic
- Elgin Treasurers are meeting as needed to share updates and status on financial matters with an attempt to have some consistency across the county

Drainage

There has been much confusion as to whether drain maintenance is an essential service permitted under provincial order. The majority of municipalities including the Township of Southwold are taking the position that this maintenance is crucial for farmers to be able to plant crops on their land and therefore it makes up an important part of the agricultural supply chain. The Drainage Superintendent has sought clarification from OMAFRA; however, they have not been able to provide a definitive answer at this time.

Building

Please see separate report from CBO.

Economic Development

The CAO participated in a preliminary Economic Task Force meeting with Elgin County Economic Development, St. Thomas EDC, Elgin Business Resource Centre, Elgin St. Thomas Small Business Enterprise Centre and several other community stakeholders to discuss support for small business and the local economy. This group shared resources and will continue to meet on a regular basis as this situation continues. There will need to be support during this crisis and afterwards.

Public Works

Parks and recreational fields remain closed to the public; however, staff continue to maintain these assets to keep them in good condition. Regular road maintenance,
repairs and inspections continue. Physical distancing practices and solo work are in place.

Respectfully Submitted by:
Katherine Thompson, CAO/Clerk
TOWNSHIP OF SOUTHWOLD

Report to Council

DATE: April 14, 2020

PREPARED BY: Katherine Thompson, CAO/Clerk

REPORT NO.: CAO 2020-23

SUBJECT MATTER: Delegation of Authority By-Law Report

Recommendation:

THAT Council consider approving By-Law 20-22 Being a By-Law authorizing the delegation of authority during a declared state of emergency.

Purpose:
To provide Council with the appropriate information required to consider by-law 20-22

Background:

On March 17, 2020, the Lieutenant Governor of Ontario, at the recommendation of the Premier, declared that a state of emergency exists throughout the Province of Ontario relating to the COVID-19 pandemic. On March 21, 2020, and pursuant to Section 4(1) of the Emergency Management and Civil Protection Act, the Mayor of the Corporation of the Township of Southwold also declared a state of emergency related to the COVID-19 pandemic.

Section 270 of the Municipal Act, 2001, S.O. 2001, Chapter 25 provides that a municipality may delegate its powers and duties to a person or body subject to the restrictions set out in the Act.

The County of Elgin, The Town of Aylmer, the Township of Malahide, the Municipality of Bayham, the Municipality of Dutton Dunwich, and the Municipality of Central Elgin have already passed similar delegation of authority by-laws as proposed below. This delegation of authority would apply only in a situation where Council was unable to achieve quorum during the state of emergency.

Comment:

To help protect the health and safety of the residents of the Township of Southwold during the COVID-19 pandemic, the Township has suspended and/or restricted normal operations of several municipal programs and facilities as well as postponing and/or cancelling non-essential public meetings. The Township has also amended its Procedural By-Law to ensure that electronic participation is permitted.

The purpose of By-Law 20-22 is to allow Council to temporarily delegate its authority and powers to make decisions (as an elected officials) to a body comprised of specified members of Council and staff, subject to restrictions prescribed by the Municipal Act, 2001 and the provisions in the By-law.
This delegation of Authority would only occur in the event that Council was unable to meet quorum due to COVID-19 related illnesses. Given the provisions for electronic meetings provided for in recent amendments to The Municipal Act and the Township’s amended Procedural By-Law, it is unlikely that this scenario will arise; however, with the considerable number of illnesses predicted as a result of COVID-19 the Mayor and CAO thought it prudent to take precautionary measures.

Respectfully Submitted by:
Katherine Thompson, CAO/Clerk
Recommendation:

THAT Council authorize the Mayor and CAO to enter into a contract with the Ontario Clean Water Agency (OCWA) to provide water and waste water services for the Township of Southwold from January 1, 2021 to December 31, 2025; and,

THAT Council consider By-Law 20-23, being a by-law to enter into a contract with the Ontario Clean Water Agency (OCWA) to provide water and waste water services to the Township of Southwold.

Purpose:
To provide Council with the opportunity to review a proposed contract for water and wastewater services with OCWA.

Background:

The Township of Southwold’s contracts for water and waste water services with OCWA will expire on December 31, 2020. In January Council decided to renew the contract with OCWA for an additional 5 years. A proposed contract with OCWA is attached as part of By-Law 20-23 for Council’s review.

Comment:

The CAO and Treasurer carefully reviewed the terms of the proposed contract and compared them to the existing contracts. The terms are largely consistent with existing contracts with a few minor changes.

Schedule A provides an updated description of the facilities to be covered by the contract.

Schedule C provides a list of services to be provided by OCWA. These services remain largely the same with the addition of chamber inspection and maintenance services as previously approved by Council. Part 2 includes optional services that are available if needed but will be billed separately from this contract.

Schedule D sets out the annual price and monthly payment amount.
Schedule G indicates that when the Talbotville WWTP reaches 40% capacity there may be a need to re-evaluate service levels. At this point the WWTP is operating at 5% capacity.

Respectfully Submitted by:
Katherine Thompson, CAO/Clerk
The Township of Southwold Scholarship is a scholarship valued at $1,000 and may be awarded annually to one (1) male and one (1) female student graduating from a local secondary school.

The recipient must meet the following criteria:

1. He/she must have graduated from Grade 12 and must provide proof of registration to a Canadian designated educational institution (https://www.canada.ca/en/employment-social-development/programs/designated-schools.html). Minimum 2-year fulltime studies program or equivalent.

2. He/she must be pursuing full-time studies in a field that will contribute to the future vitality and viability of rural communities. Fields of study may include, but are not limited to, business administration; finance; environmental; recreation leadership; agriculture, firefighting technology; government services; health care, trades or engineering.

3. He/she must be able to demonstrate a history of community involvement.

4. Applications and accompanying documentation must be submitted by mail, or in person, no later than July 31st of the current year.

5. The successful graduate must be a current resident of Southwold with residency of no less than six (6) months duration and be pursuing full-time post-secondary studies at a Canadian designated educational institution in the fall of the current year.

The recipient must claim the scholarship within the first year of post secondary studies. He/she must present the municipality with proof of registration at the educational institution before receiving the funds. The scholarship will be awarded in two (2) installments of equal value to ensure the student continues his/her studies in the second semester. Upon verification of the scholarship and winner's matriculation in college or university, the scholarship grant will be paid to the college for the student's account.

Each scholarship recipient will be chosen by a team of reviewers made up of senior management in accordance with the established criteria. The review committee will discuss and consider all applications received by the deadline date. The successful candidate will be recommended to Council for approval. All decisions made by the Committee are considered final.

Municipal elected officials and their immediate families are not eligible to participate in this scholarship program. Immediate family shall include: spouse, children, residents of the municipal official's household, or any other person claimed as a dependent on the municipal official's tax return.

If there is no suitable candidate, the scholarship will not be awarded for that year.

Questions regarding this scholarship program can be directed to Katherine Thompson, CAO/Clerk 519-769-2010 ext. 23.
If a scholarship winner fails to acknowledge and accept the award within thirty (30) days after receipt of the letter of notification, his/her award will be forfeited and the scholarship will be awarded to the next highest scoring applicant.
Southwold Township Scholarship Award Application

Section 1.1: Personal Information

<table>
<thead>
<tr>
<th>Surname</th>
<th>Given Name</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permanent Mailing Address</td>
<td>City/Town</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Province</td>
<td>Postal Code</td>
<td>Other Telephone</td>
<td></td>
</tr>
<tr>
<td>School Address (if different from above)</td>
<td>City/Town</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Province</td>
<td>Postal Code</td>
<td>Telephone</td>
<td></td>
</tr>
</tbody>
</table>

Section 2.1: Academic Information

High School Attended From year to year

Please attach an official copy of your high school transcripts from grade 9 — 12 inclusive. ID Transcript attached

Section 2.2: Academic Intentions

Name of Educational Institution you plan on attending:

Address of Educational Institution:

Chosen Field of Study:

Applicant's statement of educational objectives and career goals:

Please attach a copy of the letter of acceptance from the Educational Institution.

Section 3.1: Involvement / Volunteerism in the Community

List the school, community, employment and other activities in which you have been involved in the last five years. Please list them in order of importance to you and include activity, position held, duration and hours per week of involvement. A separate sheet may be attached.

Example:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Position Held</th>
<th>Duration</th>
<th>Hours per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Habitat for Humanity</td>
<td>Volunteer</td>
<td>July — August 2013</td>
<td>4</td>
</tr>
</tbody>
</table>

Section 3.2 Essay

In a one page essay, double spaced, indicate why you deserve this scholarship and how your field of study may lead to a career in the future vitality and viability of rural communities. Please attach.

Section 4.1 Applicant's Declaration

I hereby declare that the information I have provided in this application is correct and can be verified upon request. I give the Township of Southwold permission to publish my name/photo in local newspapers and the Township Website if I am the recipient of the Scholarship Award.

Signature of Applicant Date
Elgin OPP Detachment Commander retires

Elgin OPP Detachment Commander, Inspector Brad Fishleigh, was congratulated on his retirement after 10 years of service by Elgin County Warden Dave Mennill during the council meeting March 10.

Terrace Lodge Steering Committee pushes for earlier start

In his Terrace Lodge Steering Committee update, Elgin County Councillor Bob Purcell noted that the Committee is pushing for an earlier start to construction. Slated to begin mid-July 2020, Purcell said the Committee is looking at the possibility of a June kick-off. In order to achieve that goal, Request for Tenders will need to be issued mid-March, something Purcell said the Committee is working on. Site plan approval for the project was given in January, building plans were submitted to Malahide on February 10 and working drawings were submitted to the Ministry of Long Term Care on February 11. The total project investment of over $32-million does not include a $750,000 fundraising campaign chaired by Councillor Dominique Giguère. That money will be used separately to enhance the redevelopment project through added features that will enhance the quality of life for residents. Currently the Terrace Lodge Redevelopment Fundraising Committee is recruiting new members. The application form is available online here.

Elgin County looks to modernize accessibility service

Now at the end of a five-year Accessibility Plan, Elgin County staff is looking to the future with plans to streamline the current
In This Issue

- Terrace Lodge Steering Committee hopes to break ground by June
- Elgin County looks to modernize accessibility with joint plan
- Elgin to undertake 1 year e-bidding pilot project
- Economic Development grew in 2019
- Long Term Care Home Revises Student Placement Policy
- Contract awarded for King George VI Lift Bridge
- Contract awarded for St. George St. Bridge rehabilitation
- Southwold's Kimble Bridge will be replaced
- County Councillors approve Service Delivery Review project charter
- Community Safety and Well-Being plan update

Elgin County looks to modernize accessibility service

Accessibility Plan with its seven (7) Local Municipal Partners. The idea of streamlining the multi-year Accessibility Plan across the County was met with positive feedback when proposed to local administrators at a meeting on February 21. The following benefits were outlined: improved efficiency from an annual statute reporting and compliance perspective, and; lessened administrative burden on local municipal contact points that all share numerous responsibilities. In the coming months, Local Municipal Partners, public stakeholders and the Joint Accessibility Advisory Committee will shape the direction for the next plan (2021-2026). The plan could include items related to policies and procedures, procurement, training, website/web content, employment/recruitment initiatives, transportation opportunities, built environment/capital improvement as well as customer service.

In 2013, Elgin County released its first multi-year Accessibility Plan that outlined County’s strategy to prevent and remove barriers to accessibility in accordance with the Accessibility for Ontarians with Disabilities Act and the Integrated Accessibility Standards Regulation.

Elgin entertains e-bidding with pilot policy

Council continues to contemplate options that would allow vendors to submit proposals electronically, a move that could streamline the County's procurement process. A follow-up report will be presented to Council at their next meeting on April 14, 2020.

Economic Development highlights 2019

Building on the unique assets that make Elgin County a beautiful place to live, work and play, in 2019 Elgin County’s Economic Development Community Improvement Program Elgincentives supported 41 businesses, investing a total of $302,702. That amount resulted in an additional private sector investment of $1.27-million. For every $1 Elgin County provided, there was $4.15 in private sector investment, representing a .36-cent, or 7.5 per cent increase over 2018. The department also provided 30 businesses direct assistance that helped them overcome planning, infrastructure and workforce-related issues. The County’s partnership with the St. Thomas-Elgin Small Business Enterprise...
Council Highlights

In This Issue

- Terrace Lodge Steering Committee hopes to break ground by June
- Elgin County looks to modernize accessibility with joint plan
- Elgin to undertake 1 year e-bidding pilot project
- Economic Development grew in 2019
- Long Term Care Home Revises Student Placement Policy
- Contract awarded for King George VI Lift Bridge
- Contract awarded for St. George St. Bridge rehabilitation
- Southwold’s Kimble Bridge will be replaced
- County Councillors approve Service Delivery Review project charter
- Community Safety and Well-Being plan update

Contact Us

County of Elgin
(519) 631-1460
mschneider@elgin.ca
www.elgincounty.ca

Economic Development highlights 2019

Centre partnership helped with seven business expansions, 37 start-ups and created 43 jobs, while instilling the importance of entrepreneurship to youth in the community. The Economic Development department also provided support and guidance to the Municipality of Dutton-Dunwich with the formation of their new Economic Development Committee, as well as assisting Southwold’s Committee in developing a strategic plan. Staff also assisted the Municipality of West Elgin’s Economic Development Committee, which reconvened in 2019. Social media pages for Economic Development and Tourism were also at an all-time high in 2019, with a 23 per cent increase in page likes and a 31 per cent increase in followers. The reach of Facebook page posts also increased 101.4 per cent.

Long Term Care Home Revised Student Placement Policy

Elgin County’s three (3) Long Term Care Homes – Elgin Manor, Terrace Lodge and Bobier Villa, encourage and welcome student placements from secondary and post-secondary educational institutions. While there has always been policy and procedure manuals in place to ensure quality and consistency in the services provided, operational processes need to align with the Long Term Care Homes Act, 2007 and Ontario Regulation 79/10. A revised policy was approved by Council.

Contract awarded for Port Stanley’s King George VI Lift Bridge

The King George VI Lift Bridge rehabilitation project tender was awarded to Landform Civil Infrastructure Inc. at a price of $5.84-million (excluding HST). Along with the rehabilitation, the contract administration and inspection engineering services associated with the project – awarded to GM BluePlan Engineering Ltd., was increased by $270,000. As part of the 2020 capital budget, a tender for the bridge was advertised. Contractors were pre-qualified due to the specialized nature of the work, as only contractors with expertise in structural steel rehabilitation with an emphasis on riveted steel plate girders, mechanical and electrical bridge projects and related works to movable bridge structure were pre-qualified.
Contract awarded for St. George Street Bridge Deck rehab
As part of Elgin County’s approved 2020 capital program, the County, in partnership with the City of St. Thomas, will undertake the bridge deck rehabilitation for the existing St. George Street Bridge which crosses Kettle Creek and forms the boundary between the Municipality of Central Elgin and the City of St. Thomas. A total of six bids were submitted through a Request for Tender that closed February 20, 2020. Clearwater Structures Inc. was selected at a price of $435,176.20 (without HST). The project involves removal of concrete from various portions of the bridge, preparing the exposed steel reinforcement and installing a new concrete bridge deck and expansion joints. **St. George Street will be closed to all traffic between March 30 to May 29 and a detour will be established by the contractor.**

Contract awarded for Kimble Bridge Replacement
Sterling Ridge Infrastructure Inc. was selected to replace Kimble Bridge, a 6.1m span concrete ridge frame bridge originally constructed in 1940. It is anticipated that work on the bridge, located on Fingal Line west of Mill Road in Southwold, will commence in July and substantial completion could be achieved by late September 2020. Sterling Ridge Infrastructure Inc.’s bid of $495,500 was the lowest of five bids that were submitted. **Fingal Line will be closed for this bridge replacement project and a signed detour route will be in place.**

Council approves Service Delivery Review Project Charter
County Council members at their meeting March 10, 2020 endorsed the Service Delivery Review (SDR) project charter provided by StrategyCorp Inc. The County of Elgin engaged StrategyCorp Inc. to carry out a Service Delivery Review of the following key areas: Shared Services/Resource Delivery, County Operations and Human/Community Services. Phase One (1) of the SDR was held February 20, 2020 with CAO Julie Gonyou, County Directors and StrategyCorp Inc. staff. On February 26, 2020 the CAO met with StrategyCorp Inc. staff to review their Engagement Plan, Communications Plan and Project Charter. A kick-off meeting with the Elgin County Administrators’ group and the City of St. Thomas Manager happened on March 6, followed by interviews.
Council approves Service Delivery Review project charter
with County Councillors. Upon completion of their review, Strategy-Corp Inc. will compile their findings in a report that will be available to the public.

Community Safety and Well-Being Plan Update

In partnership with Mischievious Cat Productions, Elgin County, the Town of Aylmer and the City of St. Thomas have started Phase 1 of the Community Safety and Well-Being Plan (CSWB). In collaboration with Police Services, community partners and residents, the goal of the CSWB is to enhance the collective ability to respond to issues and build on the many successful efforts that contribute to a strong sense of safety and well-being in the community and to build on the many successful efforts currently underway. The Elgin County Administrators’ Group compiled a list of relevant service groups and other stakeholders to be invited to form the CSWB Advisory Committee, with an anticipated initial meeting scheduled for early April. The completed CSWB Plan must be approved by Council and made available to the public by December 31, 2020.

The complete March 10, 2020 County Council Agenda package can be found here.
March 24, 2020

In This Issue

• County Council members hold their first electronic meeting
• Elgin County Warden and CAO present their opening remarks
• Elgin County Councillors pass By-Law to ensure critical decisions can be made during COVID-19
• Moment of Silence honours St. Thomas Councillor Linda Stevenson
• County Councillors authorize 30-day tax levy penalty relief for Local Municipal Partners

County Council members dial in!

With the passage of provincial legislation allowing the measure, Elgin County Council held their first electronic Council meeting on March 24, 2020. Municipalities and Councillors from across the province had been requesting this change, noting the need to adhere to COVID-19 safety precautions as well as conduct necessary business. The Municipal Emergency Act, 2020 allows for this new format of meeting and Council approved amendments to its Procedural By-law. Members of the public were permitted to attend, following pre-screening measures and minutes and an audio recording will be posted to the County’s website soon.

Warden and CAO Opening Remarks

The Warden welcomed everyone to the County’s first ever Council Meeting conducted by teleconference and expressed his support of the actions taken by the provincial government and the local and provincial public health authorities to respond to the COVID-19 pandemic. The Warden assured residents and businesses that the County is committed to responding cooperatively, responsibly, and with the full strength of their resources to this community health crisis. The Warden presented an update on the County’s Covid-19 response to date. Most Elgin County services continue to operate, although often in a different format. Residents are encouraged to visit the County’s website or to call County Administration for more information. Senior staff and the Emergency Management Coordinator have been working proactively for weeks and are making informed and important decisions to protect citizens and workers. On behalf of Council, the Warden expressed Council’s commitment to supporting staff and the community. The Chief
In This Issue

- County Council members hold their first electronic meeting
- Elgin County Warden and CAO present their opening remarks
- Elgin County Councillors pass By-Law to ensure critical decisions can be made during COVID-19
- Moment of Silence honours St. Thomas Councillor Linda Stevenson
- County Councillors authorize 30-day tax levy penalty relief for Local Municipal Partners

Warden and CAO Opening Remarks
Administrative Officer (CAO) expressed staff’s commitment to doing their part to support the directives of Council, public health experts and the Government of Ontario in helping to slow the spread of the virus in this community and commended staff from across the organization for their leadership, flexibility and support.

Delegation of Council’s Authority
Council passed a By-law which will ensure critical decisions can still be made in the event Council is unable to meet for issues relating to the COVID-19 pandemic. Council approved a By-Law which will allow Council to delegate temporarily its authority and powers to make decisions by elected Council to a body comprised of specified members of Council and the Chief Administrative Officer/Clerk of the Corporation.

Recognizing Councillor Linda Stevenson, City of St. Thomas
County Council observed a Moment of Silence to honour and remember Councillor Linda Stevenson, City of St. Thomas.

COVID-19 Economic Hardships
The Director of Financial Services presented a report regarding the economic hardships created by the COVID-19 pandemic. Many of the County’s Local Municipal Partners have implemented or are considering tax penalty relief to their residents. As residents delay payments to the County’s municipal partners, the municipal partners will begin to experience cashflow issues, which will make it difficult for them to meet the March 31 deadline for the levy payment to the County. Council authorized that a 30-day levy penalty relief be provided to the municipal partners for the March 31, 2020 tax instalment in recognition of the economic hardships the COVID-19 pandemic is creating.

Contact Us
County of Elgin
(519) 631-1460
mschneider@elgin.ca
www.elgincounty.ca

The complete March 24, 2020 County Council Agenda Special Council Meeting #1 package can be found here

The complete March 24, 2020 County Council Agenda Special Council Meeting #2 package can be found here
Dear Randy Fisher:

Re: Job Site Challenge Application – former Ford St. Thomas Assembly Plant

Thank you for your application to the Job Site Challenge. Your submission was received on March 31, 2020.

The Challenge provides an opportunity for us to work together to make Ontario more attractive to companies looking to acquire land for the purposes of expanding existing, or establishing new, industrial operations. The Province is making a strategic effort through the Job Site Challenge to help communities and industrial landowners across Ontario to create competitive shovel-ready sites to attract capital investment.

Global economic forces are pushing companies to make market decisions faster than ever before. For corporations desiring to locate advanced manufacturing operations, access to shovel-ready sites presents a unique site screening advantage that reduces site location risk, saves time, and reduces site development costs.

The Government will review your Job Site Challenge submission to determine if your site meets the Program’s eligibility requirements. If eligible, your site will be assessed against specified criterion and will be ranked according to how well it meets the Challenge’s objectives. Only the top 3 sites will be put forward for consideration as a mega site.

We look forward to working with you to create a competitive shovel-ready mega site.

Please feel free to contact my team at burdenreductionteam@ontario.ca with any question or concerns.

Sincerely,

Victor Severino
Assistant Deputy Minister,
Office of Small Business and Red Tape Reduction

cc: Tom Kaszas, Director, Small Business and Red Tape Reduction
Michelle Falone, Manager, Small Business and Red Tape Reduction
THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2020-21

Being a By-law to enter into a Site Plan Agreement with 851788 Ontario Limited

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD
HEREBY ENACTS AS FOLLOWS:

1. That the Corporation of the Township of Southwold enter into a Site Plan Agreement with 851788 Ontario Limited for the purpose of establishing a new addition to an existing agricultural commercial greenhouse establishment dated April 14, 2020 of which a true copy is attached to this By-law as Schedule “A”.

2. That the Mayor and Administrator/Clerk are authorized to execute the said agreement on behalf of and under the seal of the Corporation of the Township of Southwold.

3. By-law No. 2017-35, being a By-law to enter into a Site Plan Agreement with 851788 Ontario Limited is hereby repealed.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND FINALLY PASSED THIS 14th day of APRIL, 2020.

Administrator/Clerk
Katherine Thompson

Mayor
Grant Jones
SITE PLAN AGREEMENT

BETWEEN

851788 ONTARIO LIMITED

AND

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

Part of Lot 31 Concession North of North Branch of Talbot Road
MUNICIPALLY KNOWN 38442 TALBOT LINE

THIS AGREEMENT made this 14th day of April, 2020

B E T W E E N:

851788 ONTARIO LIMITED
Hereinafter called the “OWNERS”

OF THE FIRST PART

- AND -

THE CORPORATION OF THE
TOWNSHIP OF SOUTHWOLD
Hereinafter called the “TOWNSHIP”

OF THE SECOND PART

WHEREAS the Owners are the owners of the lands situate in the Township of Southwold, in the County of Elgin, Part of Lot 31, Concession North of North Branch of Talbot Road and municipally known as 38442 Talbot Line (and hereafter referred to as the “Lands”);

AND WHEREAS the Official Plan of the Township of Southwold in effect, designates the entirety of the Township as a site plan control area;

AND WHEREAS the Owners intend to develop the lands in accordance with the Site Plan, attached hereto, as Schedule “A” (and hereafter referred to as the “Plans”);

AND WHEREAS the Owners desire to expand an existing agricultural commercial greenhouse establishment;

AND WHEREAS the Township, as a condition of development of the lands requires the Owners to enter into a Site Plan Agreement;
NOW THEREFORE in consideration of other good and valuable consideration and the sum of Two Dollars ($2.00) of lawful money of Canada by each to the other paid (the receipt whereof is acknowledged by each), the Owners hereby covenant and agree with the Township as follows:

1. **DEFINITIONS AND INTERPRETATION**
   
The following words and expressions wherever used in this agreement shall have the meaning ascribed hereto:

   1.2 "Building Official" means the Chief Building Official appointed by the Township under the Building Code Act, as amended;

   1.3 "Chief Administrative Officer" means the Chief Administrative Officer/Clerk/Deputy Treasurer of the Township;

   1.4 "County Engineer" means the Engineer of the County of Elgin;

   1.5 "Fire Chief" means the Fire Chief of the Township;

   1.6 "Township" means the Corporation of The Township of Southwold;

   1.7 "Township Engineer" means the Engineer of the Township, including such engineer as may be engaged on a contract basis for the purposes of this Development.

   1.8 "Treasurer" means the Treasurer of the Township

   1.9 "Owners" mean 851788 Ontario Limited;

   1.10 "Plans" means the Plans attached hereto as Schedule “A”; and,

   1.11 “section”, “subsection”, “paragraph” and “clause” means the specified section, subsection, paragraph or clause in this Agreement;

2. **OWNERS OBLIGATIONS:**

   2.1 The Owners agree that no building permit will be available until the Plans have been approved by the Township and a signed copy of an Amended Licensing Agreement has been issued from Ontario Infrastructure and Lands Corporation and provided to the Township and further agree that construction will not commence prior to the issuance of the building permit.

   2.2 The following Schedules, which are identified by the signatures of the parties to this Agreement, and which are attached hereto, are hereby
made a part of this Agreement, as fully and to all intents and purposes as though recited in full herein:

**SCHEDULE “A”** - SITE PLAN (Drawing No. SP1), Project No. 216273, revised date of April 3, 2020

**SCHEDULE “B”** – STORM DRAINAGE (Drawing No. SP2), Project No. 216273, revised date of April 3, 2020

**SCHEDULE “C”** – LOADING DOCK DETAIL PLAN (Drawing No. SP3), Project No. 216273, revised date of April 3, 2020, and HOOD SPECIFICATION FOR CATCH BASINS AND WATER QUALITY STRUCTURES (Drawing No. 09-0800)

**SCHEDULE “D”** - CERTIFICATE OF COMPLIANCE

2.3. The Owners agree that the building or structures will be erected in accordance with the Plans approved as set in SCHEDULES "A", “B” and “C”, subject only to such changes as have received advance approval in writing from the Township.

2.4. The Owners shall, in, on, under or adjacent to the Lands, provide the services detailed and identified on the Plan attached hereto as Schedule “A”.

3. The Owners agree that grades and elevations as shown on the attached Schedules “A”, “B” and “C” are maintained and not altered, and the area is not filled with gravel or asphalt without the approval of the Township Engineer.

4. The Owners agree that the Site Development and servicing will be in accordance with the Plans as approved, subject only to such changes as have received advance approval in writing from the Township Engineer.

5. The Owners agree that should any additional buildings be added and/or Development on this lot were to occur in the future then the capacity of the storm water management system would be required to be reviewed by the Township Engineer, at the expense of the Owners to ensure that the storm water management system will adequately meet any increased capacity requirements as a result of any additional buildings and/or new Development.

6. **The Owners further agree that:**
   a) final grades and elevations will be established to the satisfaction of the Township. The Owners shall provide proof of final grades and elevations certified by a professional engineer;
b) all necessary provisions for service connections on site shall be made to
the satisfaction of the Township engineer;

c) the parking area be at a minimum a gravel surface and be maintained in
good condition at all times;

d) construction work shall be carried out expeditiously in a good and
workmanlike manner, in accordance with good trade practice and so to
cause a minimum of nuisances;

e) it shall take all necessary precautions to avoid dust, noise and other
nuisance and to provide for the public safety which comply with The
Workplace Safety and Insurance Act;

f) it shall take all necessary care to ensure that mud and soil is not tracked or
spilled onto any public street, and where such tracking occurs, the street
shall be cleaned at the end of each working day by the Owners or as
required during the day;

g) it shall ensure that any garbage, scrap storage and disposal facilities will be
of an enclosed type and not visible from Talbot Line and John Wise Line
and not visible from all adjacent residential dwellings and designed to the
satisfaction of the Township;

h) all topsoil shall be stockpiled and maintained in a manner which minimizes
the spread of weeds. In the event that the Owners breach this provision,
the Township shall be permitted to enter the Lands to carry out such work
as required to eliminate or remove weeds from the land;

i) stock-piling of snow shall not occur on the site in a manner that constitutes
a hazard in the opinion of the Township;

j) it shall obtain a technical approval from Hydro One (transmission) for
approval of the construction of the building expansion over the hydro right-
of-way and approval from Hydro One (distribution) for the electrical
servicing of the Lands;

k) all external lighting on all buildings be directed downward on to the property;

l) should the Owners do any act during the Development period that in the
opinion of the Township would jeopardize public safety or cause
inconvenience to the public, the Township may enter upon the Lands and
carry out such work at the Owners expense as is determined by the
Township to be required to rectify all such safety concerns and/or
inconvenience;

m) all surface water shall be managed on the property, and the parking lot area,
and any other surface or subsurface drainage connection be approved by
the Township Engineer and further that all costs, as identified by the
Township Engineer, be borne by the Owners;

n) that the proposed Fire Route complies with Ontario Building Code 3.2.5.6,
and the proposed Fire Hydrant complies with Ontario Building Code 3.2.5.7
and to the satisfaction of the Chief Building Official;

o) will provide a minimum of 30 off-street parking spaces for the agricultural
commercial greenhouse establishment and a minimum of 2 accessible
parking spaces (one parking space each for Types A and B) and meet the
requirements of the Accessibility for Ontarians with Disabilities Act 2005,
S.O. 2005, c. 11 or as amended and such off-street and accessible
parking spaces be available for use at all times;
p) payment to the Township of Southwold within thirty (30) days of receipt for any and all invoices related to the review of the Site Plan by Spriet Associates; and,

q) payment to the Township of Southwold any and all other outstanding invoices related to this Site Plan Agreement and/or planning matters related to this matter be paid within thirty (30) days of receipt.

7. The Owners further agree to the following Township road conditions:
   a) all entrances used for normal operations of the greenhouse shall receive similar surface treatment as the travelled portion of John Wise Line. This shall extend from the travelled portion of the road to the property line;
   b) the owners are responsible to pay for the first $100,000.00 of similar road surface improvements on John Wise Line between Talbot Line as completed in 2018. Where needed, the improvements will extend the 2018 road improvements approximately 400 metres northward to the northern boundary of the proposed loading docks road access and this amount shall be due and payable within 30 days of receiving the invoice; and,
   c) that all truck traffic is to exit from the property and travel southbound only on John Wise Line.

8. The Township may treat any breach of this Agreement as a breach of the Building By-Law, and upon twenty-four (24) hours written notice to the Owners, stop work until the breach is rectified.

9. Unless a longer notice period is otherwise prescribed herein, the Township shall, prior to entering upon the Lands to carry out any work to remedy the alleged violation, provide the Owners with ten (10) days written notice of any violation alleged pursuant to this Agreement.

10. Nothing in this Agreement constitutes a waiver of the Owners duty to comply with all by-laws of the Township or any other law.

11. The Owners shall be responsible for consulting with and obtaining any necessary approval from all regulatory bodies and provide proof that all necessary approvals have been obtained to the Township if requested.

12. The Owners shall satisfy all the requirements in relation to the fire protection for the building(s) to the satisfaction of the Township’s Fire Chief, and in accordance with all applicable legislation.

13. The Owners agree to pay for damages to public property including but not limited to municipal drains, storm and sanitary sewer systems which may occur during the period of construction. Any such repair may be undertaken by the Township at the expense of the Owners, if after thirty (30) days written notice, the Owners has not repaired such damage as specified in the notice.
14. Any and all external lighting shall be installed and maintained so as not to interfere with the use or enjoyment of adjacent properties, or with the safe flow of traffic on abutting or adjacent streets.

15. If the Ontario Building Code requires that an Architect or Professional Engineer or both, shall be responsible for the field review of any new building or extension, provided for in this Agreement, the Owners shall not occupy or use or permit to be occupied or used, any said new building or extension, until after an Architect or Professional Engineer has given to the Township, a letter addressed to the Township, and signed by the said Architect or Professional Engineer, certifying that all construction and/or services on or in the said Lands, required for this Development or Redevelopment, newly installed by the Owners in connection with this Development or Redevelopment, have been installed and/or constructed in a manner satisfactory to the Architect or Professional Engineer.

16. The Township, through its servants, officers and agents, including its Building Official, Fire Chief, and Township Engineer, may, from time to time, and at any time during the regular business hours of the Township, enter on the premises of the Owners to inspect:
   a) the progress of Development;
   b) the state of maintenance as provided for in this Agreement.

17. In the event any servant, officer or agent of the Township, determines, upon inspection, that the Development is not proceeding in strict accord and with the Plans and specifications filed, such servant, officer or agent may forthwith place a notice requiring all work to be stopped upon the premises and forward a copy, by registered mail, to the Owners at the last known address, on the last revised assessment roll, and the Owners shall forthwith correct the deficiency or deviation.

18. In the event any servant, officer or agent of the Township, upon inspection, be of the opinion that the state of maintenance of the Lands on the building site is not satisfactory, such servant, officer or agent may forthwith forward notice of such opinion, by registered mail, to the Owners, at the last known address, and the Owners shall forthwith correct the deficiency or appeal to the Council of the Township of Southwold, as hereinafter provided.

19. Unless otherwise authorized, in the event of the Owners wishing to change at any time, the buildings, structures or facilities described in Schedules “A” and “B” it shall make application to the Council of the Township of Southwold, for approval, and shall not proceed with such change until approval is given by such Council, or in default by The Ontario Municipal Board, under the procedure set out in Section 41 of The Planning Act, 1990, hereinbefore referred to.

20. The Owners agree to pay to the Township, upon receipt of detailed invoices, all reasonable administration costs incurred in connection with this Agreement, and the fulfillment of this Agreement, including legal, engineering and inspection costs.

21. DEVELOPMENT CHARGES
The Parties agree that the Development being undertaken pursuant to this Agreement is not subject to Development Charges.

22. **AGREEMENT PREPARATION AND SITE PLAN REVIEW FEE**

The Owners shall pay to the Township a fee in the amount of One Thousand Dollars ($1,000.00) Dollars in cash or by certified cheque, per application, for preparation of the Agreement and review of the Plans.

23. **LIABILITY INSURANCE**

Before commencing any of the work provided for herein, the Owners shall supply the Township with a Certificate of Liability Insurance in an amount satisfactory to the Township, with such amount not less than $5,000,000.00, indemnifying the Township from any loss arising from claims for damages injury or otherwise, in connection with the work done, by or on behalf of the Owners of the Development.

The said Certificate shall be provided at the time of the signing of the Agreement and remain in force, until the Development is complete and all required documentation has been filed with the Township.

24. **PERFORMANCE GUARANTEE**

a) The Owners hereby define the completion date of this Agreement and project to be on or before April 30, 2021 and shall complete the works as shown on the Plans;

b) The Owners hereby agree to provide to the Corporation of the Township of Southwold at the time of the execution of this Agreement, a deposit of Two Thousand and Five Hundred Dollars ($2,500) for revisions to lot grading on the property as may be required and such deposit is due upon signing of this Agreement; and,

c) Upon receipt of the Certificate of Compliance and satisfactory completion of the works as shown on the Plans, the Owners shall receive all or partial amount of the deposit in return, dependent upon if revisions to the lot grading on the property are required by the Township.

25. In the event that no construction on the said Lands has commenced within two (2) years from the date of registration of this Agreement the Township may, at its option, on one month’s written notice to the Owners, revoke or terminate this Agreement.
26. The Owners agree that it will not call into question, directly or indirectly in any proceeding whatsoever in law or in equity or before 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 as an estoppels against the Owners in any case.

27. The Owners agree on behalf of themselves, their heirs, executors, administrators and assigns, to save harmless and indemnify the Township, from all losses, damages, costs, charges and expenses which may be claimed or recovered against the Township by any person or persons arising either directly or indirectly as a result of any action taken by the Owners, pursuant to this Agreement.

28. All facilities and matters required by this Agreement shall be provided and maintained by the Owners at its sole risk and expense to the satisfaction of the Township and in accordance with the standards determined by the Township and in default thereof, and without limiting other remedies available to the Township, the provisions of Section 446 of The Municipal Act, S.O. 2001, shall apply.

29. If any term, covenant or condition of this Agreement is, to any extent, declared invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and covenant of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. This Agreement shall be binding upon and insure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. This Agreement may be amended at any time with consent of the Township of Southwold and the registered Owners of the Lands at the time of such amendment.

31. That the Owners will cause to be discharged any lien filed with the Township pursuant to the Construction Lien Act, as amended, in respect to any of the works undertaken by the Owners, within any public highway, pursuant to the provisions of the Agreement, and that the Owners will pay any legal costs, fees and disbursements incurred by the Township in connection with any such lien. In the event the Owners fail to discharge any such lien or fails to pay any such costs, fees and disbursements, the Township may discharge such lien by paying into Court or otherwise, and may pay any such costs, fees and disbursements and the Owners agree that it will pay to the Township any amount or amounts so paid by it.

32. This Agreement shall be registered by and at the expense of the Owners, against the Lands to which it applies, and the Township shall be entitled, subject to the provisions of The Land Titles Act, to enforce its provisions against the Owners, named herein, and any and all subsequent Owners of the Lands.

33. A registered copy of this Agreement shall be provided to the Township prior to the receipt of the Certificate of Compliance.
IN WITNESS WHEREOF, the Parties hereto have hereupon, affixed their Corporate Seal, duly attested to by their authorized signing officers in that behalf

851788 ONTARIO LIMITED

Witness: __________________

Steve Vanderkooy, President
I have authority to bind the corporation.

Date: _____________________

THE CORPORATION OF THE TOWNSHIP
OF SOUTHWOLD

Date: __________

MAYOR
Grant Jones

Date: __________

CAO/CLERK
Katherine Thompson
We have the authority to bind the corporation.
NOTES:

1. ALL HOODS AND TRAPS FOR CATCH BASINS AND WATER QUALITY STRUCTURES SHALL BE AS MANUFACTURED BY:
   BEST MANAGEMENT PRODUCTS, INC.
   53 MT. ARCHER RD.
   LYME, CT 06371
   (860) 434-0277, (800) 434-3195 FAX
   TOLL FREE: (800) 504-8008 OR (888) 354-7585
   WEB SITE: www.bestmp.com
   OR PRE-APPROVED EQUAL

2. ALL HOODS SHALL BE CONSTRUCTED OF A GLASS REINFORCED RESIN COMPOSITE WITH ISO GEL COAT EXTERIOR FINISH WITH A MINIMUM 0.125" LAMINATE THICKNESS.

3. ALL HOODS SHALL BE EQUIPPED WITH A WATERTIGHT ACCESS PORT, A MOUNTING FLANGE, AND AN ANTI-SIPHON VENT AS DRAWN. (SEE CONFIGURATION DETAIL)

4. THE SIZE AND POSITION OF THE HOOD SHALL BE DETERMINED BY OUTLET PIPE SIZE AS PER MANUFACTURER’S RECOMMENDATION.

5. THE BOTTOM OF THE HOOD SHALL EXTEND DOWNWARD A DISTANCE EQUAL TO 1/2 THE OUTLET PIPE DIAMETER WITH A MINIMUM DISTANCE OF 6" FOR PIPES <12" I.D.

6. THE ANTI-SIPHON VENT SHALL EXTEND ABOVE HOOD BY MINIMUM OF 3" AND A MAXIMUM OF 24" ACCORDING TO STRUCTURE CONFIGURATION.

7. THE SURFACE OF THE STRUCTURE WHERE THE HOOD IS MOUNTED SHALL BE FINISHED SMOOTH AND FREE OF LOOSE MATERIAL.

8. THE HOOD SHALL BE SECURELY ATTACHED TO STRUCTURE WALL WITH 3/8" STAINLESS STEEL BOLTS AND OIL-RESISTANT CRUSHED CELL FOAM GASKET AS SUPPLIED BY MANUFACTURER. (SEE INSTALLATION DETAIL)

9. INSTALLATION INSTRUCTIONS SHALL BE FURNISHED WITH MANUFACTURER SUPPLIED INSTALLATION KIT. INSTALLATION KIT SHALL INCLUDE:
   A. INSTALLATION INSTRUCTIONS
   B. PVC ANTI-SIPHON VENT PIPE AND ADAPTER
   C. OIL-RESISTANT CRUSHED CELL FOAM GASKET WITH PSA BACKING
   D. 3/8" STAINLESS STEEL BOLTS
   E. ANCHOR SHIELDS

US Patent # 6126817

HOOD SPECIFICATION FOR CATCH BASINS AND WATER QUALITY STRUCTURES

DESCRIPTION
OIL-DEBRIS HOOD SPECIFICATION AND INSTALLATION (TYPICAL)

DATE 09/08/00
SCALE NONE
DRAWING NUMBER 09-0800

13
SCHEDULE “D”
TO BY-LAW NO. 2020-xx
THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD
CERTIFICATE OF COMPLIANCE

PROPERTY IDENTIFICATION:
Municipal Address: 38442 Talbot Line
Roll # 3424-0000-006-00250-0000
and # 3424-0000-006-00100-0000
Owner: 851788 ONTARIO LIMITED

This document serves to certify that the Development project on the above noted lands has been
completed in accordance with the terms and conditions of The Site Plan Agreement By-law No.
2020-xx.

DATED: ___________________, 2020

I HEREBY CERTIFY THAT THE ABOVE DECLARATION IS TRUE AND CORRECT.

851788 ONTARIO LIMITED

Date: ___________________  Signature: ___________________

Steve Vanderkooy, President

I have the authority to bind the corporation.

Name of Owner:
851788 ONTARIO LIMITED
38024 Talbot Line, R.R. #7
St. Thomas, ON N5P 3T2
Phone: (519) 637-2119
Fax: (519) 637-2449

Date: ___________________  Signature: ___________________

Name (print): ___________________
Professional Engineer
CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2020-22

Being a By-Law authorizing the delegation of authority during a declared state of emergency

WHEREAS, on March 17, 2020, and pursuant to section 7.0.1(b) of the Emergency Management and Civil Protection Act, the Lieutenant Governor of Ontario, at the recommendation of the Premier, declared that a state of emergency exists throughout the Province of Ontario relating to the COVID-19 pandemic;

AND WHEREAS, on March 21, 2020, and pursuant to section 4(1) of the Emergency Management and Civil Protection Act, the Mayor of the Corporation of the Township of Southwold declared that a state of emergency also exists in the Township of Southwold relating to the said COVID-19 pandemic;

AND WHEREAS, to help protect the health and safety of the residents of the Township of Southwold during the said COVID-19 pandemic, the Corporation of the Township of Southwold has suspended and/or restricted normal operations of several municipal programs and facilities as well as postponing and/or canceling non-essential public meetings;

AND WHEREAS Council of the Township of Southwold is generally required to conduct its business in Meetings that are open to the public;

AND WHEREAS, during the current state of emergency and in circumstances in which a quorum cannot be formed during a Meeting of Council, Council of the Township of Southwold considers it to be in the best interests of the said Township and its residents to delegate temporarily its authority and powers to make decisions by its elected Council to a body comprised of specified members of Council and senior administration of the Corporation, subject to restrictions prescribed by the Municipal Act, 2001 and the provisions of this By-Law.

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

Short Title

1. This By-Law may be referred to as the “COVID-19 Delegation By-Law”.

Page 1 of 5
Interpretation

2. Unless otherwise stated:

   (a) a reference to a statute or regulation refers to a statute or regulation of the Province of Ontario;

   (b) a reference to a statute, regulation, or by-law refers to that enactment as it may be amended or replaced from time to time; and,

   (c) a reference to a section, paragraph, clause, or schedule is a reference to a section, paragraph, clause, or schedule of this By-Law.

3. The headings in this By-Law are for convenience only and do not form part of this By-Law.

4. If any part of this By-Law is determined to be invalid by a court of competent jurisdiction, the invalid part is severed and the remainder continues to be valid.

5. The delegations of authority by this By-Law are in addition to delegations of authority established by other Township By-Laws and otherwise at law. In the event of any inconsistency between this By-Law and any other Southwold By-Law, then the provision that more effectively delegates authority prevails to the extent of the inconsistency.

6. This By-Law applies retrospectively to matters that were pending for a determination by Council prior to the enactment of this By-Law.

7. In this By-Law:

   (a) “By-Law” means this By-Law.

   (b) “CAO” means the Chief Administrative Officer/Clerk appointed by the Township.

   (c) “CEMC” means the CAO/Community Emergency Management Coordinator appointed by the Township.

   (d) “Township” means the Corporation of the Township of Southwold or the geographic area of the Township of Southwold, as the context requires.

   (e) “Township Solicitor” means a Solicitor contracted by the Township to provide legal guidance.

   (f) “Council” means the Council for the Township of Southwold.

   (g) “Delegated Authority Body” means a body comprised of the following individuals:

       (1) Mayor;
(2) Deputy Mayor;

(3) CAO/Clerk;

(4) Treasurer.

(h) “Deputy Clerk” means the first appointed Deputy Clerk for the Township within any current delegating and/or appointment By-Law for the Township.

(i) “Deputy Treasurer” means the first appointed Deputy Treasurer for the Township within any current delegating and/or appointing By-Law for the Township.

(j) “Deputy Mayor” means the Deputy Mayor for the Township of Southwold.

(k) “Treasurer” means the Treasurer appointed by the Township of Southwold.

(l) “Member” means a member of the Delegated Authority Body.

(m) “Mayor” means the Mayor for the Township of Southwold.

(n) “Councillor who received the most votes” means the elected Council member who received the highest number of votes in the 2018 municipal election.

Implementation

8. The delegation of powers contemplated hereunder shall take effect and be implemented only if and when Council cannot form a quorum of Members for any Meeting of Council by any procedure contemplated by By-Law No. 2020-20 (Procedural By-Law) and shall remain in effect and implemented until the next Meeting of Council at which a quorum can be formed.

Delegation of Authority

9. Council hereby delegates its authority and powers under all provincial statutes and regulations to the Delegated Authority Body, subject to the restrictions established by Part II of the Municipal Act, 2001 and by this By-Law.

10. The following rules apply to each exercise of authority delegated to the Delegated Authority Body pursuant to this By-Law:

   (a) Any decision of the Delegated Authority Body must be made at a meeting of such Body attended by at least three (3) of its Members or his or her alternate Member as set forth in section 12 below.

   (b) The decision by the Delegated Authority Body is by a majority of Members’ votes.
(c) In respect of each decision of the Delegated Authority Body, the Mayor and Deputy Mayor shall each have two (2) votes and the CAO and Treasurer shall each have one (1) vote.

(d) Notwithstanding the rules set forth above, the Mayor’s votes must be among the majority of the Members’ votes cast.

(e) In the event of a tie vote, the Mayor may cast a tie-breaking vote.

(f) Any Member of the Delegated Authority Body may participate in any Meeting of such Body by electronic or other communication facilities in the fashion contemplated by By-law No. 2020-20 (Procedural By-Law) and, by that participation, that Member shall count in forming a quorum of any such Meeting of and for such Body.

11. The Delegated Authority Body may pass Township By-Laws related to exercises of authority as delegated by this By-Law.

12. Where a Member of the Delegated Authority Body is unable to participate in an exercise of authority delegated by this By-Law, then the office holder identified following the specified Member in each of the following items may participate in the specified Member’s place:

(a) Mayor – Deputy Mayor

(b) Deputy Mayor – Councillor who received the most votes.

(c) CAO/Clerk – Deputy Clerk (Treasurer)

(d) Treasurer – Deputy-Treasurer.

13. The CAO may establish procedures related to exercises of authority delegated by this By-Law and, furthermore, may publish minutes and other evidence of such exercises of authority.

14. Any exercise of authority delegated pursuant to this By-Law that contemplates a payment of money by the Township is subject to the availability of an Approved Budget that can accommodate that payment.

15. In exercising any authority delegated pursuant to this By-Law, the Delegated Authority Body shall consult with and receive legal advice from the Township Solicitor.

16. In exercising any authority delegated pursuant to this By-Law, the Delegated Authority Body may consult with and receive advice from any informed employee, servant, or consultant of the Township, including but not limited to Engineers, Lawyers and Human Resources professionals.
17. Any exercise of authority delegated pursuant to this By-Law that requires preparation of a document is conditional upon a requirement that such document be of a form and content acceptable to a Solicitor employed by the Township. Each such document may be executed by any one member of the Delegated Authority Body and the CAO. Each By-Law enacted pursuant to section 11 hereof may be signed by the Mayor and CAO.

Repeal

18. This By-Law shall be automatically repealed upon the termination of the Declaration of a State of Emergency by the Province of Ontario as dated March 17, 2020, including any extension or replacement thereof, and the Declaration of a State of Emergency by the Mayor of the Township of Southwold as dated March 21, 2020, including any extension or replacement thereof, whichever is later.

Effective Date

19. This By-Law comes into force and is effective on the date of its passing.

READ A FIRST, SECOND, AND THIRD TIME and finally passed this 14th day of April, 2020.

________________________________________  ______________________________________
Mayor                                      Clerk
Grant Jones                                 Katherine Thompson
THE CORPORATION OF TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2020-23

Being a By-Law to amend by-laws 2015-61 and 2019-40, being a by-law to authorize an agreement with Ontario Clean Water Agency (OCWA) for the operation and maintenance of the Southwold Water Distribution System and the Talbotville Wastewater Treatment Plant.

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

1. That the Corporation of the Township of Southwold enter into an agreement of which a true copy is attached to this By-Law as Schedule “A”.


3. That the Mayor and Clerk are authorized to execute the said agreement on behalf of and under the seal of the Corporation of the Township of Southwold.


Mayor
Grant Jones

Clerk
Katherine Thompson
SERVICES AGREEMENT

BETWEEN

ONTARIO CLEAN WATER AGENCY

A N D

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD
# Table of Contents

**RECITALS** ........................................................................................................................................... 1

**ARTICLE 1 - INTERPRETATION** ............................................................................................................... 2

  **Section 1.1 - Definitions** ......................................................................................................................... 2

**ARTICLE 2 - RESPONSIBILITIES OF OCWA** ......................................................................................... 2

  **Section 2.1 - Retention of OCWA** .......................................................................................................... 2
  **Section 2.2 - Performance of Services** .................................................................................................. 2
  **Section 2.3 - OCWA as Independent Contractor** .................................................................................. 3
  **Section 2.4 - Authorized Representatives** ............................................................................................ 3
  **Section 2.5 - Indemnification of the Client** ............................................................................................ 4
  **Section 2.6 - Waiver of Consequential Damages** ................................................................................ 4
  **Section 2.7 - Insurance** ........................................................................................................................ 4

**ARTICLE 3 - RESPONSIBILITIES OF THE CLIENT** ................................................................................ 5

  **Section 3.1 - Obligations of the Client** .................................................................................................. 5
  **Section 3.2 - Covenants of the Client** .................................................................................................. 6
  **Section 3.3 - Exoneration and Indemnification of OCWA** ..................................................................... 7

**ARTICLE 4 - TERM, PAYMENT FOR SERVICES AND OTHER CHARGES** ........................................ 7

  **Section 4.1 - Initial Term of Agreement** ............................................................................................... 7
  **Section 4.2 - Annual Price for the Initial Term** ..................................................................................... 8
  **Section 4.3 - The Annual Price in Renewal Terms** .............................................................................. 8
  **Section 4.4 - Payment of the Annual Price** .......................................................................................... 8
  **Section 4.5 - Items Not Included in the Annual Price** ........................................................................ 8
  **Section 4.6 - Major Maintenance Expenditures** .................................................................................. 9
  **Section 4.7 - Capital Projects** ............................................................................................................... 10
  **Section 4.8 - Unexpected Expenses** ................................................................................................... 10
  **Section 4.9 - Interest on Late Payments** .............................................................................................. 11
  **Section 4.10 - Partial Payment of Disputed Invoices** .......................................................................... 11
  **Section 4.11 - Hydro Costs/Utility Costs** ............................................................................................ 11
  **Section 4.12 - Optional Services** .......................................................................................................... 11
  **Section 4.13 - Changes to the Agreement** ........................................................................................... 12

**ARTICLE 5 - DISPUTE RESOLUTION** ................................................................................................. 12

  **Section 5.1 - Mediation** ....................................................................................................................... 12

**ARTICLE 6 - TERMINATION** ................................................................................................................. 12

  **Section 6.1 - Termination of Agreement** ............................................................................................. 12
  **Section 6.2 - Early Termination** .......................................................................................................... 13
  **Section 6.3 - Inventory Count of Consumables/Supplies** .................................................................. 13
  **Section 6.4 - Final Settlement** ........................................................................................................... 13
  **Section 6.5 - Transfer of Operations** .................................................................................................. 14
  **Section 6.6 - Restrictions on Recruitment of OCWA’s Employees** .................................................. 14

**ARTICLE 7 - GENERAL** ....................................................................................................................... 14

  **Section 7.1 - Ownership of Technology** ............................................................................................ 14
SERVICES AGREEMENT

THIS AGREEMENT effective as of the 1st day of January, 2021 (the “Effective Date”),

BETWEEN

ONTARIO CLEAN WATER AGENCY/AGENCE ONTARIENNE DES EAUX, a corporation established under the Capital Investment Plan Act, 1993, c.23, Statutes of Ontario.

(“OCWA”)

AND

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

(the “Client”)

RECITALS

(a) OCWA is in the business of providing management, operations and maintenance services for water and wastewater facilities.

(b) The Client is the owner of the Talbotville Wastewater Treatment Plant & Collection System, and the Southwold Water Distribution System, more particularly described in Schedule A (the “Facilities”).

(c) The Client wishes to retain the services of OCWA to operate and maintain the Facilities in accordance with the provisions of this agreement (the “Agreement”).

(d) The Client and OCWA (collectively, the “Parties” and each a “Party”) are entering this Agreement to set out their respective rights and obligations with respect to the management, operation and maintenance of the Facilities.

(e) The Council of the Client on the ____ day of ______________, 20__ passed By-Law No. ____________ authorizing the Client to enter into this Agreement.

NOW THEREFORE in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration the receipt and sufficiency of which is hereby irrevocably acknowledged, the Client and OCWA agree as follows:
ARTICLE 1 - INTERPRETATION

Section 1.1 - Definitions

In this Agreement, definitions are set out in Schedule B, or within applicable provisions as indicated.

ARTICLE 2 - RESPONSIBILITIES OF OCWA

Section 2.1 - Retention of OCWA

(a) The Client retains OCWA to provide management, operation and maintenance services, as described in Schedule C to this Agreement, in respect of the Facilities (the “Services”).

(b) The Client acknowledges and agrees that for the purposes of Section 449 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, OCWA is an agent of the Client.

Section 2.2 - Performance of Services

(a) OCWA shall deliver the Services in compliance with all applicable Environmental Laws, except as described in Paragraphs 2.2(b) and (c) below and in any of the following circumstances:

(i) the Client not making the Major Maintenance Expenditures and/or not undertaking the Capital Projects reasonably recommended by OCWA as per Section 4.6 and Section 4.7 herein;

(ii) failure of the Client to meet its responsibilities specified in this Agreement;

(iii) failure of any equipment at the Facilities, unless the failure is due to OCWA’s negligence;

(iv) the water transmitted to the water treatment Facilities for treatment contains contaminants or pathogens which cannot be treated or removed by the Facilities treatment processes;

(v) the quantity or quality of water transmitted to the water treatment Facilities exceeds the Facilities’ design or operating capacity;

(vi) the wastewater transmitted to the wastewater treatment Facilities for treatment contains contaminants or other substances which cannot be treated or removed by the Facilities treatment processes;
(vii) the wastewater transmitted to the wastewater treatment Facilities for treatment does not meet the requirements of the Client’s sewer use by-law or any Environmental Law;

(viii) the quantity or quality of wastewater transmitted to the wastewater treatment Facilities exceeds the Facilities’ design or operating capacity;

(ix) unavailability of approved lands for the application of sludge.

(b) OCWA may temporarily cease to provide or reduce the level of provision of Services in the event of an emergency, a breakdown or any Uncontrollable Circumstance. OCWA shall, when practicable, try to give the Client reasonable advance notice of any such occurrence.

(c) Notwithstanding any other provision of this Agreement, delay in the performance of, or a failure to perform any term of this Agreement by OCWA, shall not constitute default under this Agreement or give rise to any claim for damages suffered by the Client if and to the extent caused by occurrences or circumstances beyond the reasonable control of OCWA (an “Uncontrollable Circumstance”), including but not limited to any circumstances set out in Paragraph 2.2(a), decrees of government, acts of God (including but not limited to hurricanes, tornadoes, floods and other weather disturbances), sabotage, strikes, lockouts and other industrial disturbances, insurrections, war, civil disturbances, pandemics, riots, explosions, fire and acts of third parties.

(d) The Client recognizes that in an emergency situation or where an Uncontrollable Circumstance exists, OCWA’s primary concern will be to use all reasonable efforts to maintain the Facilities in compliance with Environmental Laws and that OCWA may be required to correct a deficiency or deal with the emergency situation without obtaining the Client’s prior approval. Should such a situation arise, OCWA shall advise the Client as soon as reasonably possible and shall provide as much information as possible to the Client and will work with the Client to ensure the emergency situation is appropriately addressed.

Section 2.3 - **OCWA as Independent Contractor**

In performing the Services, OCWA shall be acting as an independent contractor and only to the extent and for the specific purposes expressly set forth herein. Neither OCWA nor its employees, agents or subcontractors shall be subject to the direction and control of the Client, except as expressly provided in this Agreement.

Section 2.4 - **Authorized Representatives**

Each of OCWA and the Client shall be entitled to designate in writing to the other, one or more individuals who shall be authorized to represent it in connection with the day-to-day administration of the provisions of this Agreement (the “Authorized Representative(s)”). Each of the Parties shall be entitled to rely on the acts and approvals given by the other Party’s
Section 2.5 - Indemnification of the Client

(a) OCWA shall exonerate, indemnify and hold harmless the Client, its directors, officers, employees and agents from and against Claims which may be suffered or incurred by, accruing against or be charged to or recoverable from the Client to the extent that such Claim is solely attributed to OCWA’s negligence or willful misconduct when performing the Services, except where such Claim is due to an Uncontrollable Circumstance or to a condition of the Facilities which existed prior to OCWA’s commencement of the Services (a “Pre-existing Condition”), including but not limited to those listed in Schedule F. Such Pre-existing Conditions shall be the ongoing responsibility of the Client. OCWA, in providing these Services, is not responsible, accountable or liable, in any way, for Pre-existing Conditions, either directly or indirectly.

(b) The Client shall be deemed to hold the provisions of this Section 2.5 that are for the benefit of the Client’s directors, officers, employees and agents in trust for such directors, officers, employees and agents as third party beneficiaries under this Agreement.

(c) Notwithstanding Paragraph 2.5(a) above, OCWA shall not be liable in respect of any Claim to the extent the Claim is covered by the Insurance.

(d) Claims by the Client for indemnification from OCWA will follow the Indemnification Process as described in Schedule B.

Section 2.6 - Waiver of Consequential Damages

In no event shall the Parties be liable to each other, and each Party specifically waives as against the other, any and all claims for consequential, incidental, indirect, special or punitive damages resulting in any way from performance or non-performance of this Agreement, whether such damages are characterized as arising under breach of contract or warranty, tort (including negligence), fault, strict liability, indemnity, or other theory of legal liability.

Section 2.7 - Insurance

(a) OCWA shall maintain, subject to reasonable availability, insurance coverage as described in Schedule E to this Agreement (the “Insurance”) and the Client shall be an additional insured under the Commercial General Liability and Contractor’s Pollution Liability insurance. The Client acknowledges that, given the unpredictability of the insurance market, deductibles and coverage limits may not be available (or may not be reasonably priced) from year to year. Insurance coverage is reviewed annually and the Client will be notified if there is a change in coverage or price increase.

(b) The Client specifically recognizes and agrees that neither OCWA nor the Crown bears any responsibility for the Pre-existing Condition(s) of the Facilities. As such, OCWA is...
not required to obtain insurance for this purpose and the Client has or will obtain its own insurance.

(c) The Client shall be responsible for securing its own insurance for any other operations with which it is involved that are not part of the Services. The Client acknowledges that OCWA’s Commercial General Liability and Contractor’s Pollution Liability insurance shall not extend to cover any claims, exposure or liability beyond those directly linked to the provision of Services by OCWA staff. The Client further acknowledges that it will have no recourse under OCWA’s Commercial General Liability and Contractor’s Pollution Liability insurance for any operations that do not form part of the Services.

(d) In the event of a claim under the Insurance, the payment of deductibles is as specified in Schedule E.

(e) No later than thirty (30) days following the Effective Date of this Agreement, the Client will provide certificates of insurance for its property and boiler and machinery insurance policies to OCWA. The insurance coverage for both policies should be on a full replacement cost basis. OCWA will be named as an additional insured on both policies.

(f) The policies of insurance obtained by the Client in connection with this Agreement shall be primary, notwithstanding other insurance obtained and maintained by OCWA.

ARTICLE 3 - RESPONSIBILITIES OF THE CLIENT

Section 3.1 - Obligations of the Client

(a) The Client has the full power and authority to enter into and perform its obligations under this Agreement.

(b) The Client has passed all necessary By-Laws and has obtained all necessary Authorizations to enable it to enter into and perform its obligations under this Agreement and to operate the Facilities, (including, without limitation, any Authorizations required from the Local Planning Appeal Tribunal and the Ministry of the Environment, Conservation and Parks (MECP)), and the Authorizations are in good standing.

(c) The Client has provided OCWA with a true copy of each of the Authorizations referred to in Paragraph 3.1(b) above prior to the date of this Agreement, including a certified copy of each municipal By-Law required to authorize the Client to enter into and perform its obligations under this Agreement.

(d) As the owner of the Facilities, the Client is fully aware of its responsibilities and obligations regarding the operation and maintenance of the Facilities under Applicable Laws, including without limitation its responsibilities under the Safe Drinking Water Act, 2002 (the “SDWA”), the Ontario Water Resources Act and the Occupational Health and Safety Act (the “OHSA”) and their regulations.
The Client confirms that there are no Pre-existing Conditions existing at the Facilities which would affect OCWA’s ability to operate the Facilities in compliance with the terms of this Agreement and Applicable Laws, other than what is listed in Schedule F. The Client acknowledges and agrees that the Client shall be responsible for addressing such Pre-existing Conditions.

The Client confirms that as of the date of execution of this Agreement, to the best of the Client’s knowledge, the Facilities are in compliance with all Applicable Laws.

The Client is not aware of the presence of any designated substances as defined under the Occupational Health and Safety Act (the “OHSA”) at the Facilities. The Client acknowledges and agrees that it is responsible for dealing with the designated substances (including but not limited to asbestos and lead) in accordance with the OHSA and its regulations and to notify OCWA of the location of any designated substances in the Facilities.

Section 3.2 - Covenants of the Client

The Client hereby covenants the following for the benefit of OCWA:

(a) The Client agrees to promptly pay all amounts owing to OCWA under this Agreement as they become due, including any interest charges on late payments as determined under Section 4.9.

(b) The Client agrees to promptly provide OCWA with any information relating to the Facilities which could have a bearing on the provision of Services by OCWA, including but not limited to any engineering report prepared in respect of the Facilities, any Authorization or amendment to any Authorization, as well as any governmental notice or order relating to the Facilities.

(c) The Client agrees to commit the necessary resources to appropriately address and comply with any such reports, Authorizations, notices or orders.

(d) The Client shall repair, maintain and keep in a good working state, in accordance with good engineering practices and the standards reasonably applicable to an owner of a like facility, all water works that belong to or are under the control of the Client and that distribute water from the Facilities.

(e) The Client shall repair, maintain and keep in a good working state, in accordance with good engineering practices and the standards reasonably applicable to an owner of a like Facility, all wastewater works that belong to or are under the control of the Client and that collect and transmit wastewater to the Facilities.
(f)  The Client agrees to promptly commit the necessary resources to appropriately address
any health and safety issues identified by OCWA which are the responsibility of the
Client.

(g)  The Client shall take reasonable steps to ensure that wastewater transmitted to the
Facilities complies with the Client’s sewer use by-law and any Environmental Laws. If
requested by OCWA, the Client shall provide OCWA with copies of the Client’s
inspection reports (sewer usage, cross-connections, sump pump connections), if
available.

Section 3.3 - Exoneration and Indemnification of OCWA

(a)  Subject to Paragraph 3.3(c) below, the Client shall exonerate, indemnify and hold
harmless OCWA, its directors, officers, employees and agents and Her Majesty the
Queen in Right of Ontario, as represented by the Minister of the Environment,
Conservation and Parks and all directors, officers, employees and agents of the Ministry
of the Environment, Conservation and Parks (collectively referred to as the “Indemnified
Parties”) from and against any and all Claims which may be suffered or incurred by,
accrue against, or be charged to or recoverable from any one or more of the Indemnified
Parties that is solely attributed to the Client’s negligence or willful misconduct.

(b)  OCWA shall be deemed to hold the provisions of this Article 3 that are for the benefit of
OCWA’s directors, officers, employees and agents and the other Indemnified Parties as
defined above, in trust for all such Indemnified Parties as third party beneficiaries under
this Agreement.

(c)  Claims by OCWA for indemnification from the Client will follow the Indemnification
Process as described in Schedule B.

(d)  Notwithstanding Paragraph 3.3(a) above, the Client shall not be liable in respect of any
Claim:

(i)  to the extent that such Claim is covered by the Insurance; however, the Client
shall be responsible for any deduction or self-insured retention amount in
accordance with Schedule E; and

(ii) to the extent that such Claim is caused solely by OCWA’s negligence or willful
misconduct in providing the Services.

ARTICLE 4 - TERM, PAYMENT FOR SERVICES AND OTHER CHARGES

Section 4.1 - Initial Term of Agreement

This Agreement shall start on the Effective Date and shall continue in effect for an initial
term of five (5) years, ending on December 31, 2025 (the “Initial Term”) and then may be
renewed for successive five (5)-year terms (each a “Renewal Term”) upon agreement between the Parties, subject to Sections 4.3 and 6.1 of this Agreement.

Section 4.2 - Annual Price for the Initial Term

Subject to any adjustments made pursuant to other provisions of this Agreement, the Client shall pay OCWA a price for the Services for each Year of the Initial Term as described in Schedule D.

Section 4.3 - The Annual Price in Renewal Terms

The Annual Price for any Renewal Term will be as agreed between the Client and OCWA. If the Parties cannot agree on the Annual Price for any Renewal Term within six (6) months of the beginning of the last Year of either the Initial Term or the Renewal Term, as the case may be (the “Current Term”), then this Agreement will be terminated twelve (12) months after the last day of the Current Term unless the Parties mutually agree to extend the term of the Agreement. During this twelve (12) month period or mutually agreed upon extension period, the Client shall pay the Annual Price paid for the last Year of the Current Term, plus an adjustment for inflation calculated as described in Schedule D, pro-rated over that period.

Section 4.4 - Payment of the Annual Price

The Client shall pay OCWA the Annual Price for each Year of the Initial Term or any Current Term, in twelve (12) equal monthly payments, in advance, on the first day of each month. The first payment shall be due and payable on January 1, 2021. Payment shall be made by the Client by pre-authorized bank debit from a bank account designated by the Client.

Section 4.5 - Items Not Included in the Annual Price

The Annual Price, as further described in Schedule “D”, for each Year of the Initial Term and any Renewal Term, covers all charges for the Services, but does not include any charges for the following:

a) any Capital Projects (as defined in Paragraph 4.7(a) below) or costs resulting from any failure of the Client to implement reasonably recommended Major Maintenance Expenditures;

b) costs or charges for services resulting from a Change in Applicable Laws;

c) Unexpected Expenses (as defined in Paragraph 4.8(a) below);

d) Hydro/Utility costs;

e) charges for any Optional Services that are provided by OCWA to the Client;
f) costs and charges associated with providing and/or maintaining continuous monitoring technology (SCADA technology) used in respect of the Facility;

g) sludge removal;

h) chemical associated with the WWTP;

i) generator fuel;

j) generator servicing;

k) annual calibration of the gas monitoring equipment in the screenings room, and any other associated calibration of wastewater assets;

l) in house lab equipment;

m) lab analysis;

n) costs associated with the replacement of U.V. bulbs;

o) flow verification of raw and effluent meters;

p) shipping costs;

q) annual inspection of the lifting equipment in the membrane room;

r) costs associated with reports related to Air ECA # 5365-APFQM7;

s) equipment/parts required for repair/replacement;

t) costs for grit and screening bin including burlap bags;

u) any costs arising from a significant increase in flows, as set out in Schedule G to this Agreement.

Section 4.6 - Major Maintenance Expenditures

(a) “Major Maintenance Expenditures” means the charges for all non-routine, non-repetitive activities, repair or replacement of machinery or equipment required for the continuity of operations, safety, and operating performance of the Facilities that are necessary to prevent or correct a failure of any component of the equipment which is not included as part of Routine Maintenance including labour charges, together with the Service Fee or fixed fee basis.

(b) No later than October 31st of each Year this Agreement is in force, or a date as the Parties may agree in writing, OCWA will provide the Client with rolling six (6)-year
recommendations for Major Maintenance Expenditures required for the long term operation of the Facilities. The Client’s written approval of the estimate or revised estimate, in the form set out in Schedule “I”, authorizes OCWA to incur the Major Maintenance Expenditures included in the estimate (the “Approved Major Maintenance Expenditures”).

(c) OCWA will invoice the Client for the Approved Major Maintenance Expenditures together with supporting documentation and the Client shall pay the invoice within thirty (30) days of the date of invoice.

(d) OCWA will not be required to obtain the prior approval of the Client for any Major Maintenance item costing less than $2,000.00.

Section 4.7 - Capital Projects

(a) “Capital Projects” means changes and improvements to the Facilities which include the installation of new technology, improvements to the efficiency, performance and operation of the Facilities, replacement of major pieces of equipment, structural modifications to the Facilities and the construction and commissioning of new Facilities.

(b) During the term of this Agreement, the Client may request OCWA to undertake Capital Projects for the Client. The terms and conditions of such Capital Projects including the fee shall be negotiated by OCWA and the Client.

Section 4.8 - Unexpected Expenses

(a) “Unexpected Expenses” means unanticipated expenditures or additional costs which may include Major Maintenance Expenditures in addition to the Approved Major Maintenance Expenditures, that OCWA reasonably incurs in order to address a Change in Applicable Laws, any Uncontrollable Circumstance, any work required by regulatory order (e.g. MECP or MOL) or identified through an inspection (e.g. ESA, MECP, MOL) that is not solely the result of OCWA’s negligence in performing the Services or any other emergency situation, together with the Service Fee.

(b) In the event that OCWA is required to incur Unexpected Expenses, the prior approval of the Client with respect to those Unexpected Expenses will be required only if time permits. Within ten (10) days of incurring the Unexpected Expenses, OCWA will provide the Client with a report detailing the reasons the Unexpected Expenses were incurred.

(c) Any Unexpected Expenses will be invoiced to the Client together with appropriate supporting documentation, and the Client shall pay the invoice within thirty (30) days of the date of the invoice.
(d) In the event that OCWA is required to incur Unexpected Expenses, OCWA will not be required to obtain the prior approval of the Client for any Major Maintenance Expenditure item costing less than $2,000.00.

Section 4.9 - Interest on Late Payments

(a) **Monthly Payment of Annual Fee.** If the Client’s monthly payment of the Annual Fee is not available in OCWA’s designated bank account on the agreed to date of payment, OCWA will notify the Client that the funds were not available. Interest will be charged to the Client starting from the day after the payment was due in the account. Interest shall be paid at a rate determined by the Minister of Finance, from time to time, as payable on overdue accounts, in accordance with the Lieutenant Governor in Council under s.10(4) of the *Financial Administration Act*, R.S.O. 1990, c.F.12, plus any banking charges and an administrative fee.

(b) **Other Invoices.** Invoices, other than for the monthly payment set out in Section 4.8(a) above, shall be paid no later than thirty (30) days from the date of the invoice and interest shall begin to accrue one (1) day after the payment is due.

Section 4.10 - Partial Payment of Disputed Invoices

If the Client disputes any portion of an invoice, the Client shall pay to OCWA the undisputed portion of the invoice by the due date set out herein and provide OCWA with written notice of such dispute by the due date. Failure to provide such written notice of any such dispute will act as a waiver of any defence or justification for failing to pay the full amount of the invoice by the due date. Within ten (10) days of resolution of the disputed amount, the Client shall pay to OCWA all amounts determined to be payable to OCWA, plus interest in accordance with Section 4.9(a).

Section 4.11 - Hydro Costs/Utility Costs

OCWA is not responsible for paying any Hydro/Utility Costs in respect of the Facilities. The Client shall pay all Hydro/Utility Costs.

Section 4.12 - Optional Services

(a) If requested by the Client, OCWA may provide Optional Services to the Client by Change Order as set out in Schedule H, provided that the Client and OCWA agree in writing to the specific scope of work required.

(b) Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis as described in Schedule D.
Once OCWA has agreed to provide Optional Services to the Client, the Optional Services shall be subject to the terms and conditions of this Agreement, with any necessary changes having been made.

The labour and mileage rates described in Schedule D will be reviewed annually by OCWA and may be subject to change. Notice of fee changes will be provided in writing to the client at least 30 days prior to these changes.

Section 4.13 - Changes to the Agreement

(a) A Change to the Agreement may be carried out after execution of this Agreement by Change Order. A Change Order shall be based upon agreement between the Parties and shall be reflected in a Change Order Form.

(b) The Parties shall execute a Change Order Form, which shall be substantially in the form found in Schedule H which will state their agreement upon all of the following:

(i) the services to be provided;
(ii) fees for the services provided under the Change Order;
(iii) the extent of the adjustment to the maintenance and operating schedule, if any;
(iv) the extent of any adjustments to the Annual Price, if any; and
(v) all other effects that the change has on the provisions of this Agreement.

ARTICLE 5 - DISPUTE RESOLUTION

Section 5.1 - Mediation

(a) If a dispute arises between the Client and OCWA which cannot be resolved within a reasonable time, then the issue shall be referred to a mediator.

(b) The fees and expenses of the mediator shall be divided equally between the Parties.

(c) Involvement in mediation is on a without prejudice basis and does not preclude and is not a bar to either Party pursuing whatever legal remedies may be available, including litigation.

ARTICLE 6 - TERMINATION

Section 6.1 - Termination of Agreement

(a) At least one (1) calendar year before the expiry of the Current Term, the Client shall notify OCWA in writing whether it wishes to terminate or renew this Agreement at the end of the Current Term. However, OCWA reserves the right to decline to renew the
Agreement by notifying the Client in writing of its decision to decline, within thirty (30) days of receipt of the Client’s written request to renew.

(b) During the Initial Term or any Renewal Term, this Agreement may only be terminated by either the Client or OCWA by giving at least thirty (30) days’ notice in writing to the other Party if:

(i) there has been a material breach of the Agreement;

(ii) the Party complaining of the breach has given written notice of the breach to the other Party; and

(iii) the other Party does not correct the breach within thirty (30) days of receiving the notice.

(c) If either Party disputes the existence of a breach or that the breach is material, then the dispute may be referred to mediation under Section 5.1 of this Agreement.

Section 6.2 - Early Termination

If this Agreement is terminated for any reason prior to the expiry of the Current Term, then the Client shall pay OCWA for all Services provided up to the date of termination, as well as any costs relating to the early termination, including but not limited to demobilization and severance costs (in accordance with the collective agreements between OCWA and its employees); the costs associated with the removal of remote monitoring and control systems installed by OCWA; the costs of cancelling agreements with suppliers and subcontractors; as well as any previously incurred Major Maintenance Expenditures, costs related to Capital Projects, Unexpected Expenses and Optional Services.

Section 6.3 - Inventory Count of Consumables/Supplies

OCWA and the Client will conduct an inventory count of consumables/supplies at the Facilities on the first day of the Initial Term or as soon as the Parties may agree. If OCWA no longer operates the Facilities at termination of this Agreement, OCWA shall either:

(a) ensure that there is the same amount of consumables/supplies at the Facilities on the date of termination as there was on the first day of the Initial Term; or

(b) reimburse the Client for any shortfall.

If the amount of consumables/supplies at the Facilities on the date of termination exceeds the amount on the first day of the Initial Term, the Client will either reimburse OCWA for any excess or OCWA may take possession of any excess, as OCWA may determine.

Section 6.4 - Final Settlement
If OCWA ceases to operate the Facilities, there shall be a final settlement of all accounts with respect to the Annual Price and any other expenses incurred by OCWA and amounts owing by or to the Client under this Agreement, no later than ninety (90) days after OCWA ceases to provide the Services or thirty (30) days after OCWA has provided the Client with a final invoice, whichever comes later.

Section 6.5 - Transfer of Operations

Upon the termination of this Agreement, OCWA will return the following to the Client:

(a) The log books for the Facilities.

(b) The original operations manuals that were provided by the Client to OCWA at the commencement of the Services with all updates to the expiry date of the Agreement.

(c) A list of emergency phone numbers from the contingency plan binders used by OCWA staff in respect of the Facilities.

(d) Maintenance and repair records of equipment at the Facilities in electronic format.

(e) The operational plans under the Drinking Water Quality Management Standard (DWQMS) and any Standard Operating Procedures (SOPs) identified in the DWQMS.

Section 6.6 - Restrictions on Recruitment of OCWA’s Employees

During the term of this Agreement and for one (1) year following the termination of this Agreement, the Client shall not solicit or recruit any employee of OCWA, nor induce any OCWA employee to leave his or her employ to work at the Facilities, unless mutually agreed to in writing by the Client and OCWA.

ARTICLE 7 - GENERAL

Section 7.1 - Ownership of Technology

The Client acknowledges and agrees that in providing the Services, OCWA may utilize certain technology developed by or for OCWA, for example, OCWA’s WMMS, Outpost 5 and/or PDM (the “Technology”). The Client further agrees that use of the Technology by OCWA with respect to the Facilities does not in any way give the Client any ownership or licensing rights in or to the Intellectual Property Rights to the Technology unless otherwise agreed to in writing between the Parties. For greater certainty, nothing in this Section 7.1 shall be interpreted as requiring OCWA to provide the Client with the Technology and any upgrades or other similar technology in respect of the Facilities as part of the Annual Price.
Section 7.2 - Agreement to Govern

If there is any inconsistency between the main body of this Agreement and any Schedule to this Agreement, then the provision in the main body of this Agreement shall govern.

Section 7.3 - Entire Agreement

This Agreement constitutes the entire agreement between the Client and OCWA with respect to the subject matter hereof and cancels and supersedes any prior understandings, undertakings, representations, warranties, terms, conditions and agreements, whether collateral, express, implied or statutory, between the Client and OCWA with respect thereto.

Section 7.4 - Amendments and Waivers

No amendment to this Agreement will be valid or binding unless it is in writing and duly executed by both of the Parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.

Section 7.5 - Successors and Assigns

This Agreement shall operate to the benefit of and be binding upon, the Parties hereto and their successors and assigns. This Agreement may be assigned in the discretion of either Party.

Section 7.6 - Survival

All outstanding payment obligations, and the confidentiality obligation under Section 7.11, shall survive indefinitely the termination of this Agreement.

Section 7.7 - Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.

Section 7.8 - Notices

(a) All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be properly given if hand-delivered, sent by email, sent by confirmed facsimile or by registered mail postage prepaid, return receipt requested, or by courier, to the Parties at their respective addresses as set forth below, or to such other addresses as the Parties may advise by like notice. Such notices if sent by email facsimile, registered mail or courier shall be deemed to have been given when received.
(i) if to the Client:

The Township of Southwold
35663 Fingal Line
Fingal, Ontario
N0L 1L0
Telephone: (519) 769-2010
Attention: Katherine Thompson, CAO

(ii) if to OCWA:

The Ontario Clean Water Agency
Southwest Region
Suite 370, 450 Sunset Drive
St. Thomas, Ontario
N5R 5V1
Telephone: (519) 476-5898
Attention: Dale LeBritton, Regional Hub Manager

(b) A Party to this Agreement may change its address for the purpose of this Section by giving the other Party notice of such change of address in the manner provided in this Section.

Section 7.9 - Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

Section 7.10 - Freedom of Information

The Parties understand that this Agreement and any materials or information provided to OCWA through the performance of the Services may be subject to disclosure under the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31, as amended, or as otherwise required by law.

Section 7.11 - Confidentiality

The Parties shall strictly maintain confidential and secure all material and information provided, directly or indirectly, by the other Party pursuant to this Agreement. Subject to relevant legislation related to freedom of information or the protection of privacy and any other laws, neither Party shall directly or indirectly disclose to any person, either during or following the term of this Agreement, any such material or information provided to it by the other Party without first obtaining the written consent of the Party who provided such material or information, allowing such disclosure.
Section 7.12 - Change in Circumstance

(a) In the event that there is a change in circumstances or condition that is not covered under the terms of this Agreement, including, without limitation, a Change in Applicable Laws or change in the scope of services provided (a “Change in Circumstance”), then the Party asserting the occurrence of such Change in Circumstance shall give written notice to the other Party, and the written notice shall contain:

(i) details of the Change in Circumstance;

(ii) details of the inadequacy of this Agreement; and

(iii) a proposal for an amending agreement to remedy the Change in Circumstance.

(b) The Parties shall negotiate in good faith any amendments to this Agreement necessary to give effect to or comply with the Change, including any adjustments to the Annual Price or the Services to be provided, which shall be effected as of the date of the Change. If the Parties dispute the existence of a Change, or the recommendation proposed to rectify the Change or the terms and provisions of any amendment to the Agreement, then either Party may refer the dispute to mediation under Article 5, Dispute Resolution.

IN WITNESS WHEREOF the Parties have duly executed this Agreement.

ONTARIO CLEAN WATER AGENCY

__________________________________     By: ____________________________  
Date of Signing                     (Authorized Signing Officer)

__________________________________     By: ____________________________  
Date of Signing                     (Authorized Signing Officer)

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

__________________________________     By: ____________________________  
Date of Signing                     (Authorized Signing Officer)

__________________________________     By: ____________________________  
Date of Signing                     (Authorized Signing Officer)
SCHEDULE A - The Facilities

Part 1. Description of the Facilities

For the purposes of this Agreement, the description of the Facilities is set out in the following document(s):

Talbotville Wastewater Treatment Plant (WWTP)
The Talbotville WWTP is a membrane bioreactor (MBR) facility, classified as a WWT III. The gravity collection system is classified as a WWC I.

The raw wastewater flows to the equalization tanks (EQ) in order to provide the MBR with equalized flow. From the EQ the wastewater is screened to remove debris that may damage the membranes prior to flowing by gravity to the aeration tanks. In the aeration tanks the wastewater is biologically treated. Alum is dosed to precipitate phosphorus to meet effluent limits.

The mixed liquor from the second aeration tank is pumped to the membrane tanks. Effluent is drawn through the membranes for solids removal by vacuum pumps. The effluent then passes through the UV system for disinfection prior to outfall discharge into Dodd’s Creek.

Southwold Water Distribution System
Watermains starting at the chamber at the Ford Secondary (St. Thomas and Area Secondary System) continuing on to Talbotville, Shedden, Fingal all branch lines, hydrants, and valves associated with this system. The Southwold rechlorination chamber and the water filling station. Ferndale Subdivision including all hydrant and values.

The present facilities include:
- S01-S029 meter chambers consisting of air relief, isolation, drain and meter chambers.
- 212 hydrants
- 285 valves

- Trunk water main connecting water systems in Shedden and Iona: Elgin County Road 3 Talbot Line (CofA 3832-4LGS83).
- Trunk water main connecting Fingal and Elgin Manor Nursing Home: Elgin County Road 16 (CofA 3832-4LGS83).
- Water mains extending north of Hwy. 401 and landfill site (CofA 1752-4Y5HR2 and 8647-53TLGG).
- Re-chlorination System for potable water (CofA 0197-548N9L).
- Nine six-inch hydrants, and four special four-inch water hydrants for flushing only (CofA 8874-5M6TDP).

Construction of watermains on Second Line, Lawrence Road, Magdala Road, Union Road,
Fourth Line, Stafford Line, Morrow Road, Oneida Road, Mill Road, Paynes Mills Road, Fingal Line, Iona Road, Scotch Line, Burwell Road, MacDiarmid Line, Boxall Road, Hunter Line and Bush Line (C. Of A. 8874-5M6TDP)--this encompasses all new water lines including 22km for part A, 26km for part B, totalling 48km of water lines in Southwold.

Construction of 27 kms of new watermains on Fourth Line, Fifth Line, Lawrence Road, Sixth Line, Iona Road, Lyle Road, Sunset Road and Longhurst Line (C. of A. 8116-63JPCS).
SCHEDULE B - Definitions

In this Agreement, the following terms are defined below or in the section in which they first appear:

“Agreement” means this agreement together with Schedules A, B, C, D, E, F, G, H, and I attached hereto and all amendments made hereto by written agreement between OCWA and the Client.

“Annual Price” is defined in Section 1 under Schedule D of this Agreement.

“Applicable Laws” means any and all statutes, by-laws, regulations, permits, approvals, standards, guidelines, certificates of approval, licences, judgments, orders, injunctions, authorizations, directives, whether federal, provincial or municipal including, but not limited to all laws relating to occupational health and safety matters, fire prevention and protection, health protection and promotion, land use planning, environment, Building Code, or workers’ compensation matters and includes Environmental Laws.

“Approved Major Maintenance Expenditures” is defined in Paragraph 4.6(b) of this Agreement.

“Authorizations” means any by-laws, licences, certificates of approval, permits, consents and other authorizations or approvals required under Applicable Laws from time to time in order to operate the Facilities.

“Authorized Representative(s)” is defined in Section 2.4 of this Agreement.

“Business Days” means a day other than a Saturday, Sunday or statutory holiday in Ontario.

“Business Hours” means the hours between 7:30 a.m. and 4:00 p.m. on a Business Day.

“Capital Projects” is defined in Section 4.7(a) of this Agreement.

“Change in Applicable Laws” means the enactment, adoption, promulgation, modification, issuance, repeal or amendment of any Applicable Laws that occur after the date this Agreement is executed by both Parties.

“Change Order” means the document shown in Schedule “H” describing the changes to the Agreement agreed to by both parties.

“Claim” means any claim, fine, penalty, liability, damages, loss and judgments (including but not limited to, costs and expenses incidental thereto).

“CPI Adjustment” means the percentage difference between the Statistics Canada Consumer Price Index, All Items (Ontario) (“CPI”) during September of the previous Year as compared to
the CPI of September of the current Year. For example, the CPI Adjustment for Year 2019 is the CPI of September 2018 divided by the CPI of September 2017.

“Current Term” is defined in Paragraph 4(c) under Schedule D of this Agreement.

“Crown” means Her Majesty the Queen in Right of Ontario.

“Drinking Water Quality Management Standard (DWQMS)” means the standard that sets out the minimum requirements for the operation of a drinking water system.

“Effective Date” is defined on Page 1 of this Agreement.

“Environmental Laws” means, any and all statutes, by-laws, regulations, permits, approvals, certificates of approval, licences, judgments, orders, judicial decisions, injunctions, and authorizations related to environmental matters or occupational health and safety and which are applicable to the operation of water and wastewater treatment facilities.

“ESA” means the Electrical Safety Authority.

“Facilities” is defined in Paragraph (b) of the Recitals to this Agreement and further described in Schedule A.

“Hydro Costs” means hydroelectricity costs due to the operation and maintenance of the Facilities.

“Indemnification Process” means the procedures a Party is required to follow to obtain indemnification:

(a) upon receipt of a Claim, or notice of claim, the Indemnified Party shall immediately forward such Claim or notice of Claim to the Indemnifying Party;

(b) if requested by the Indemnifying Party, the Indemnified Party shall provide all documentation relating to the Claim or notice of Claim;

(c) the Indemnified Party shall take such steps necessary to protect its right to defend such Claim or notice of Claim and shall assign such right to the Indemnifying Party including any subrogation rights;

(d) the Indemnifying Party shall not settle any Claim, or notice of Claim without the prior written consent of the Indemnified Party; and

(e) the Indemnified Party shall have the right to take-over the defence of any Claim, or notice of Claim and the Indemnifying Party shall fully co-operate with such action.

“Indemnified Parties” is defined in Paragraph 3.3(a) of this Agreement.
“Indemnifying Party” means the Party responsible for dealing with any Claims and paying out any Claims.

“Initial Term” is defined in Section 4.1 of this Agreement.

“Insurance” is defined in Paragraph 2.7(a) and further described in Schedule E.

“Intellectual Property Rights” means any copyright, trademark, patent, registered design, design right, topography right, service mark, application to register any of the aforementioned rights, trade secret, rights in unpatented know-how, right of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world.

“Major Maintenance Expenditures” is defined in Paragraph 4.6(a) of this Agreement.

“MECP” means the (Ontario) Ministry of the Environment, Conservation and Parks.

“MOL” means the (Ontario) Ministry of Labour.


“Optional Services” means any services not included in the Annual Price that the Client and OCWA agree in writing to designate as “Optional Services” subject to Section 4.12.

“Outpost 5” means a remote monitoring and control system designed and constructed by OCWA and its consultants for the purpose of monitoring and controlling processes at water treatment facilities and their related parts.

“Overall Responsible Operator” means the person who will act as the overall responsible operator pursuant to Section 23 of O. Reg. 128/04 under the Safe Drinking Water Act, 2002 (the “SDWA”) and Section 15 of O. Reg. 129/04 under the Ontario Water Resources Act (the “OWRA”) in respect of the Facilities.

“OWRA” means the Ontario Water Resources Act, R.S.O. 1990.

“Parties” is defined in Paragraph (d) of the Recitals to the Agreement.

“PDM” or “Process Data Management” means technology that allows process data to be entered into a format that can be viewed, manipulated and retrieved in the form of customized reports.

“Pre-existing Condition” is defined in Section 2.5 of this Agreement.

“Renewal Term” is defined in Section 4.1 of this Agreement.

“Routine Maintenance” means regular and/or repetitive activities recommended by the equipment or facility manufacturer or practices of a prudent operator to maintain the reasonably
expected service life of the equipment and components thereof and includes preventative maintenance.

“SCADA” means Supervisory Control and Data Acquisition.


“Service Fee” is defined and described in Schedule D.

“Services” is defined in Section 2.1 of this Agreement.

“Technology” is defined in Section 7.1 of this Agreement.

“Uncontrollable Circumstance” is defined in Paragraph 2.2(c) of this Agreement.

“Unexpected Expenses” is defined in Paragraph 4.8(a) of this Agreement.

“Utility Costs” means the costs of natural gas used in the operation of the Facilities.

“WMMS” or “Work Management Maintenance System” means a computer program used to determine a program of preventive maintenance activities for equipment in a facility based on a risk analysis that considers factors such as equipment life expectancy, present value and replacement cost.

“Year” means the three hundred and sixty-five (365) day period from January 1st to December 31st of the calendar year.
SCHEDULE C - The Services

Part 1 – Services included in the Annual Price

OCWA will provide the following services:

1. Staffing
   (a) certified operator(s) to attend at the Facilities as required under normal operating conditions on Business Days and during Business Hours and supply other personnel as may be necessary to operate, maintain and manage the Facilities under normal operating conditions in compliance with the requirements of Applicable Laws, terms of an Agreement, including management, operation, routine maintenance, administration and reporting;
   (b) supply a certified operator(s), who will be on call 24 hours per day, 365 days per year to respond to emergency conditions in respect of the operation of the Facilities, any such response to be charged to the Client in accordance with Schedule D herein or by way of an annual set amount;
   (c) provide all necessary training and continuing education for staff to ensure the continued operation of the Facilities, in accordance with all Applicable Laws;
   (d) provide an Overall Responsible Operator for the Facilities.

2. Regulatory Reporting
   (a) prepare and submit all reports to the Client and the MECP respecting the operation and maintenance of the Facilities as required by the MECP or any other regulatory agency or body having jurisdiction at the time of the Agreement;
   (b) review any inspection reports prepared by the MECP in respect of the Facilities and, subject to any approvals of the Client may correct or negotiate with the MECP amendments to a deficiency;
   (c) report to the Client and the MECP non-compliance with a regulatory requirement;

3. Operations Manuals
   (a) recommend to the Client, any section in the operating manuals that should be modified/changed to ensure that the operating manuals reflect the actual or revised approach to operating the Facilities, which recommendations may require third party assistance.
4. **Change In Laws**

(a) notify the Client of any modifications or changes to the Services or the Facilities required to comply with any Change in Laws and subject to Client approval make the required modifications or changes at an additional cost.

5. **Facility Emergency Preparedness**

(a) prepare and revise, as necessary, an Emergency Plan for the Facilities consistent with the requirements of the Applicable Laws and the Client’s Emergency Plans;

(b) establish procedures for managing foreseeable emergencies or abnormal conditions affecting the Facilities.

6. **General**

(a) good housekeeping to maintain a safe work environment;

(b) provide security at the Facilities by maintaining the existing fences and gates and locking same and notifying the Client of the need for any repairs security alarm systems;

(c) provide mobile communications services.

A – **Services for Wastewater Treatment System**

**Routine Operations & Maintenance**

(a) in providing routine operation of the Facilities, OCWA will conduct:

(i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;

(ii) instrumentation cleaning;

(iii) sample collection, preservation, packing and shipment for off-site analysis as required by Applicable Laws at the time of the commencement of this Agreement;

(iv) on-site laboratory sampling, analysis and reports as required by Applicable Laws at the time of the commencement of this Agreement;

(v) coordination of chemical supply with chemical vendors;

(vi) inspection of process control equipment to ensure proper operation of the facility;

(vii) maintenance of on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;

(viii) consolidation and processing of OCWA’s internal operational data forms for statistical input into a reporting system for the annual report;
(ix) calculation, recording and analysis of the amount of wastewater treated;
(x) recording and analysis of flows, chemicals used, residuals and other process readings as required;
(xi) monitor and adjust dosages of process chemicals;
(xii) utilize Client’s SCADA system for trending review and reporting, gap analysis, testing, and compliance;
(xiii) before October 31st (as per agreement 4.6(b), prepare a report outlining the foreseeable Major Maintenance Expenditures and Capital Projects required for the Facilities, complete with cost estimates for the Client’s budgeting purposes;
(xiv) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);

(b) perform routine preventive maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system.

(c) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities.

B - Services for Water Distribution System

Part 1 - Services included in the Annual Price

OCWA will provide the following services:

1. **Staffing**

   (a) certified operator(s) to attend at the Facilities as required under normal operating conditions on Business Days and during Business Hours and supply other personnel as may be necessary to operate, maintain and manage the Facilities under normal operating conditions in compliance with the requirements of Applicable Laws, terms of an Agreement, including management, operation, routine maintenance, administration and reporting;

   (b) supply a certified operator(s), who will be on call 24 hours per day, 365 days per year to respond to emergency conditions in respect of the operation of the Facilities, any such response to be charged to the Client in accordance with Schedule D herein or by way of an annual set amount;

   (c) provide all necessary training and continuing education for staff to ensure the continued operation of the Facilities, in accordance with all Applicable Laws;

   (d) provide an Overall Responsible Operator for the Facilities.
2. **Regulatory Reporting**

   (a) prepare and submit all reports to the Client and the MECP respecting the operation and maintenance of the Facilities as required by the MECP or any other regulatory agency or body having jurisdiction at the time of the Agreement;

   (b) review any inspection reports prepared by the MECP in respect of the Facilities and, subject to any approvals of the Client, either correct or negotiate with the MECP amendments to a deficiency;

   (c) report to the Client and the MECP non-compliance with a regulatory requirement;

   (d) maintain Drinking Water Quality Management System plan.

3. **Operations Manuals**

   (a) recommend to the Client, any section in the operating manuals that should be modified/changed to ensure that the operating manuals reflect the actual or revised approach to operating the Facilities; which recommendations may require third party assistance.

4. **Change In Laws**

   (a) notify the Client of any modifications or changes to the Services or the Facilities required to comply with any Change in Laws and subject to Client approval make the required modifications or changes at an additional cost.

5. **Facility Emergency Preparedness**

   (a) prepare and revise, as necessary, an Emergency Plan for the Facilities consistent with the requirements of the Applicable Laws and the Client’s Emergency Plans;

   (b) establish procedures for managing foreseeable emergencies or abnormal conditions affecting the Facilities.

6. **General**

   (a) good housekeeping to maintain a safe work environment;

   (b) provide security at the Facilities by maintaining the existing fences and gates and locking same and notifying the Client of the need for any repairs;

   (c) provide mobile communications services.
7. **Operations & Maintenance**

(a) in providing routine operation of the Facilities, OCWA will conduct:

(i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;

(ii) instrumentation cleaning, verification of meters;

(iii) sampling and/or on-site analysis;

(iv) sample collection, preservation, packing and shipment for off-site analyses as required by Applicable Laws at the time of the commencement of this Agreement;

(v) coordination of chemical supply with chemical vendors;

(vi) checks and response to alarms during Business Hours;

(vii) inspection of process control equipment to ensure proper operation of disinfection system and associated equipment;

(viii) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;

(ix) consolidation and processing of OCWA’s internal operational data forms for statistical input;

(x) detection of significant water loss based on monitoring of flow readings and periodic visual distribution inspections;

(xi) recording and analysis of flows, chemicals used, residuals and other process readings as required;

(xii) utilize Client’s system for trending review and reporting, gap analysis, testing, and compliance;

(xiii) before October 31st (as per agreement 4.6(b), prepare a report outlining the foreseeable Major Maintenance Expenditures and Capital Projects required for the Facilities, complete with cost estimates for the Client’s budgeting purposes;

(xiv) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);

(xv) flushing, opening, exercising and winterizing of water hydrants as required;

(xvi) inspect auto flushers twice weekly;

(xvii) main and secondary distribution shut-off valves exercising on an annual basis;

(xviii) Conduct monthly inspections and required pumping of the 13 air release chambers, provide monthly chamber inspection records;

(xix) Verify or calibrate equipment;
(xx) Conduct monthly checks and reads of the upstream and downstream pressures for proper operation of the 3 PRV’s (Pressure Regulating Valves), all work conducted will be documented in the facility round sheets and logbooks;

(xxi) Conduct annual inspection and required pumping of the 16 meter/drain and/or isolation chambers;

(xxii) Conduct annual inspection of the air relief valves contained within the 13 air release chambers.

(b) perform Routine Maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system;

(c) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities.
Part 2 - Optional Services (To Be Provided at the Request of the Client)

OCWA may provide additional services to the Client including but not limited to the Optional Services set out below:

Operational Related Services

(a) operation manual updates;
(b) water service disconnect and reconnect;
(c) new water service installation or connection inspection;
(d) clearwell cleaning;
(e) back flow prevention measures;
(f) maintenance and repair of sewage collection system, including but not limited to, smoke/dye testing, manhole inspections, rodding, CCTV inspections, and tree root removal/treatments;
(g) sewer system locates as set out by applicable legislation and Ontario One Call;
(h) new sewer service installation or connection inspection;
(i) contract repair for sewer line breaks including road restoration;
(j) inspection of repaired sewer services;
(k) inspect and flush sanitary collection system, including sewers, manholes and clean outs;
(l) high pressure sewer flushing;
(m) acoustic pipe inspection;
(n) infiltration surveys, sewer cameraing; and
(o) leveling manholes;

Operational Maintenance

a) removal and cleaning of the Newterra MBR Microclear Cassette Modules as required
b) annual inspection/verification of two effluent flow magmeters
c) annual inspection/verification of one raw flow magmeter
d) annual inspection/verification of the lifting devices (two) which are located in the Membrane room
e) quarterly calibration of gas detection equipment;
f) coordination and removal of biosolids, haulage and disposal from the sewage plant in accordance with applicable MECP Guidelines for sludge disposal to the sites approved and permitted by the Client to receive such sludge and biosolids. All work to be in accordance with MECP’s “Guideline for Sludge Utilization on Agricultural Lands”, dated October 1992;
g) snow removal/grass cutting;
h) annual inspection of stand-by generator; and
i) replacement of UV bulbs and quartz sleeves
Watermain Services

(a) water infrastructure locates;
(b) contract repair for watermain breaks including road restoration;
(c) inspection of repaired water pipes;
(d) dead end flushing;
(e) thawing water pipes;
(f) new watermain conditioning;
(g) watermain swabbing;
(h) exercising secondary valves;
(i) leak detection;

Engineering Services

(a) engineering services;
(b) energy audits;
(c) provide assistance and/or complete applicable funding applications;
(d) initial condition inspection;
(e) financial plans for water infrastructure.

Hydrant Services

(a) hydrant flow testing;
(b) hydrant repairs;
(c) painting hydrants.

Information Technology Services

(a) SCADA development and maintenance
**SCHEDULE D - The Annual Price And Other Charges**

1. **Annual Price for the Initial Term**

   In accordance with Section 4.2 and subject to any adjustments made pursuant to other provisions of this Agreement, the Client shall pay OCWA a price for the Services for each Year of the Initial Term in the following amounts (the “Annual Price”):

   (i) For Year One from January 1st through to December 31st inclusive:
       $154,280 broken down as follows;
       - WDS $118,301
       - WWTP $ 35,979

   (ii) For Year Two and subsequent Years: $154,280 plus the CPI Adjustment, plus an adjustment for maintaining the Insurance which is renewed annually by OCWA. The CPI Adjustment shall be calculated as soon as necessary information is available from Statistics Canada. In Year Two of the Agreement, the CPI Adjustment shall be added to the Annual Price for Year One of the Agreement and for Subsequent Years, on a cumulative basis.

2. **Payment of the Annual Price**

   In Year One of the Initial Term, the monthly payment of the Annual Price shall be $12,856.67.

3. **Optional Services**

   Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis at the following rates:

   (a) Labour rates on Business Days, Monday to Friday, (0730 to 1600) shall be billed at $90.00/hour/person for a manager or process compliance technician, and $65.00/hour/person for an operator or mechanic, plus vehicle expenses at $0.50/km/vehicle;

   (b) Labour rates on statutory holidays shall be billed at $132.50/hour/person for a manager or process compliance technician, and $87.50/hour/person for an operator or mechanic, with a minimum eight (8) hour charge, plus vehicle expenses at $0.50/km/vehicle;

   (c) Labour rates at all other times (after hours and on weekends) shall be billed at $132.50/hour/person for a manager or process compliance technician, and $87.50/hour/person for an operator or mechanic, with a minimum four (4) hour charge, plus vehicle expenses at $0.50/km/vehicle;
(d) Costs for parts, equipment and supplies, and outside labour charges (i.e., contractors), used by OCWA staff to provide the Optional Services shall be billed to the Client, and the Client will pay such costs together with a Service Fee.

4. **Service Fee**

“Service Fee” means an additional fee of 15% charged to the Client when OCWA purchases materials, supplies, equipment or contractor’s services on behalf of the Client.
SCHEDULE E - Insurance

Automobile Insurance

Coverage:  Automobile Liability for OCWA owned or leased vehicles.

Limit:  $5,000,000

Commercial General Liability Insurance

Coverage:  Third party liability including legal fees, for property damage and/or bodily injury as caused by OCWA’s negligence arising out of OCWA’s operations of the Facilities.

Limit:  $5,000,000 per Occurrence.

Deductible:  $50,000 for the year 2021; subject to change on an annual basis.

Contractor’s Pollution Liability/Professional Liability Insurance

Coverage:  Professional Liability: To pay on behalf of OCWA sums which OCWA shall become legally obligated to pay as damages and/or claims expense as a result of claims made first against OCWA, and reported to the insurer, in writing during the policy period, automatic extended reporting period (90 days), and by reason of any act, error or omission in professional services rendered or that should have been rendered by OCWA, or by any person for whose acts errors or omissions OCWA is legally responsible, and arising out of the conduct of OCWA’s profession.

Pollution legal liability covering third party property damage and bodily injury and clean up costs for pollution conditions arising out of the performance of the services provided by OCWA.

Limit:  $10,000,000 per loss on a Claims Made basis with automatic, extended reporting periods for Pollution Liability. $10,000,000 aggregate.

Limit:  $5,000,000 for Professional Liability Insurance

Deductible:  $50,000 for the year 2021; subject to change on an annual basis.
SCHEDULE F - List of Pre-Existing Conditions

As per Paragraph 3.1(e) of this Agreement, the following Pre-existing Conditions have been identified:

Talbotville WWTP

1. **Raw and effluent composite samplers:**
The ECA requires composite samples for both the raw and effluent. There is no definition of composite in the ECA, but sampling must follow Ministry's F-10-1 protocols. Definition of composite: for plants less than 4,540m³/d than over an 8hr period take one aliquot each hour. Therefore, an operator can do a manual composite by physically taking a sample each hour for an 8hr period or automatic sampler to be purchased.

2. **Equalization tanks: Electrical pump disconnects:**
All three of the equalization pumps disconnects that are located outside, are not equipped with devices to prevent the pumps from being tampered with. This poses a risk to the continuity of the plant operations.

3. **Equalization tank: flow control valves:**
The equalization tank flow control valves to the screening room are located outside and are not equipped with a device to prevent someone from tampering and closing the valves. This poses a risk to the continuity of the plant operators and operating a pump against a closed valve.

4. **Equalization tank: air valves:**
The equalization tank air control valves to the screening room are located outside and are not equipped with a device to prevent someone from tampering and closing the valves. This poses a risk to the continuity of the odour control system which is identified in the ECA.

5. **Exterior Roof: Rusting of structure:**
There is general rusting observed on the exterior of the structure of the roof. Rusting looks to be related to pockets of standing water. In some spots, the coating has peeled off resulting in water or ice forming under the surface.

6. **Membrane: West tank membranes:**
The two West MBR tanks are not equipped with the MicroClear membranes. As volumes increase into the plant, the need to purchase the MicroClear membranes will be required. ECA is designed for 500m³/d, without these membranes the plant can only handle a capacity of 250m³/d. All proposed works had to be constructed and installed and must have commenced operation by March 31, 2018.
7. **Generator: Concrete pad:**
The generator is situated in a position where it not completely on the cement pad and extends over the end of the pad. Confirmation should be obtained to confirm that it has passed requirements.

8. **Air ECA:**
The noise requirement of Air ECA # 5365-APFQM7 have not been met.

9. **General Site Security: fencing/door entry alarms/alarm panels**
The sewage treatment plant isn’t equipped with any devices to protect the general security of the interior or exterior of the plant. There are no door alarms or security system within the plant to notify of an entry into the plant. There is also no perimeter fencing or gates around the plant which poses a risk in allowing anyone to potentially enter into the building or access to the roof area of the plant.

10. **Sludge de-watering system:**
The system has been commissioned at start-up with water but has never processed raw materials from the aeration system due to lack of solids production. The current method to waste solids from the treatment system is to allow for the increase of MLSS in the aeration tank to levels of 9,000 – 10,000 mg/l, followed by manual removal (via pipes under gravity flow without pumping) into a tanker truck and disposal of sludge off-site. It should be noted that there is no back-up sludge tank available to waste into when the sludge de-watering system is offline. As a result, the sludge de-watering system has never operated due to lack of solids. Should this system become operational OCWA will need to conduct a review of the operational requirements needed and there may be an adjustment to the annual fee.

11. **Communications: Access to PLC HMI and Alarms:**
The current set up to access the PLC HMI is an issue as there appears to be intermittent problems, which can sometimes prevent an operator the ability to remote into the HMI or receive alarms. There is a cellular modem located on the south side of the building. It should be noted that there are no back up alarm dialers or DSL or phone lines connected into the treatment plant which would be a suitable back up to the current configuration.

12. **SCADA**
OCWA will continue to receive alarms via the Newterra SCADA system until such time as the OCWA SCADA system has been installed and is fully functional. Any costs associated with the EWON system (Newterra system) or costs to forward the alarms shall be at the cost of the Township. Transition is pending.

13. **Headworks**
Ongoing issues relating to the operations of the headworks screenings drum and capacity issues exist. At the present time, Newterra is investigating possible options to resolve the capacity issues in the drum.
14. **Equalization Tank Pumps**
Equalization tank pumps are oversized. Newterra has proposed to trim the impellers to reduce the flows entering the treatment plant to better match that of what is prescribed in the ECA.

15. **Raw Screenings Drum**
Currently there is no flow meter on the raw screenings drum which returns back to equalization tank 302. This is a deficiency as by-pass wastewater cannot be quantified.

**Southwold WDS**

The SCADA system was abandoned in 2019 and replaced with a data logger and alarm dialer for regulatory purposes. The dosing of sodium hypo-chlorite is now achieved by utilizing the chlorine analyzer with set points.
SCHEDULE G - Flows

When the Talbotville WWTP reaches 40% capacity, a review of the operational requirements will be conducted and an adjustment to the annual charge may apply.
<table>
<thead>
<tr>
<th>Change Being Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Change:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ontario Clean Water Agency (OCWA)</th>
<th>Per: _________________________</th>
<th>Name: _________________________</th>
<th>Title: _________________________</th>
<th>Date (YYYY/MM/DD):</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Client</th>
<th>Per: _________________________</th>
<th>Name: _________________________</th>
<th>Title: _________________________</th>
<th>Date (YYYY/MM/DD):</th>
</tr>
</thead>
</table>

**Adjustment**

Check Appropriate Type of Change

**Apply (Y/N)**

<table>
<thead>
<tr>
<th>Type of Change:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adjustment to Annual Price</td>
</tr>
<tr>
<td>Change to Service</td>
</tr>
<tr>
<td>Impact</td>
</tr>
</tbody>
</table>

**Adjustment to Annual Price**

**Description** – Attach Additional Documentation if Required

---

**Change in Services**

**Description** – Attach Additional Documentation if Required

---
<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>One-time Cost</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Cost:
SCHEDULE I - Expenditure Request and Approval to Proceed

PART 1

Facility Name:
Project Name:
Project Number:
Estimated Project Start Date:
Total Estimated Cost of the Project: $
Detailed Quote Attached: □ Yes □ No

It is recognized that this is a budget estimate and the final price may vary. OCWA will provide additional justification where the final invoice price varies from the estimate by more than 10%

Type of Project:
□ Maintenance Project □ Out of Scope Work □ Contingency □ Emergency □ Health & Safety

Description of Project or Expenditure:

Submission Prepared By:
Name (Print) Signature Date

Authorized Representative for the Municipality

PART 2

Approval to Proceed:
□ Approved □ Declined □ Deferred Reason if Declined or Deferred

The Ontario Clean Water Agency is authorized to proceed with the project/expenditure according to the description and cost estimate provided above. This may include but not limited to the hiring of sub-contractors, consulting firms, etc. as required. The Municipality agrees to pay OCWA the costs associated with this work upon its completion based on the terms of the Municipality’s agreement with OCWA.

Approved By:
Name (Print) Signature Date

Authorized Representative for the Municipality

PART 3

OCWA Internal Use Only:

Client PO / Project #: Date: 
Project Start Date: Project Completion Date:
OCWA Invoice #: Date:
OCWA Account Code: OCWA Work Order #
March 6, 2020

Mayor Grant Jones
Township of Southwold
35663 Fingal Line
Fingal, Ontario
Canada N0L 1K0

Dear Mayor Jones,

Re: Proposed OPG Nuclear Waste Repository in Kincardine Ontario

I am writing to share some fantastic news ---- following years of opposition from Great Lakes communities, environmental groups, first nations and tribes and lawmakers in Canada and the US, Ontario Power Generation (OPG) has abandoned its plan to build a nuclear waste repository on the Kincardine site, 1 mile from the shore of Lake Huron. OPG’s decision followed the January 31, 2020 vote by the Saugeen Ojibway Nation (SON) that overwhelmingly rejected OPG’s plan to bury radioactive nuclear waste in SON territory right beside the drinking water of 40 million people.

Thank you for standing up for the protection of the Great Lakes and for being part of this important victory.

The Township of Southwold showed great leadership in passing resolution 2017-174 opposing OPG’s nuclear waste repository and in being one of 104 signatories to a joint letter to Canada’s Federal Minister of Environment and Climate Change. You helped to raise awareness of the danger and irresponsibility of OPG’s plan and were part of an international opposition effort that undoubtedly lent vital support to SON on the eve of its momentous ‘NO’ vote.

With OPG now committing to investigate an alternate site for its low and intermediate nuclear waste, the need for vigilance remains.

AND, there is a new threat on the horizon----the municipality of South Bruce, about 18 miles from the shore of Lake Huron, is one of 2 communities being considered by the Nuclear Waste Management Organization (NWNO) for a nuclear waste repository that would house all of Canada’s high level nuclear waste.

We will continue to keep you appraised of this new threat as it unfolds.

Very best regards,

Frank Fernandez
Stop The Great Lakes Nuclear Dump

Stop The Great Lakes Nuclear Dump Inc. is a non-profit organization comprised of concerned Canadians who believe that the protection of the Great Lakes from buried radioactive nuclear waste is responsible stewardship, and is of national and international importance.

The Great Lakes were created by an ice age 12,000 years ago.
The Egyptian pyramids were created 4,500 years ago.
Some nuclear waste remains radioactive for 100,000 years.
The Great Lakes constitute 21% of the world’s fresh water.
The Great Lakes are the water source supporting 40 million people in 2 countries.
An underground nuclear waste dump right beside the Great Lakes defies common sense.
NOTICE OF AN APPLICATION AND PUBLIC MEETING CONCERNING
PROPOSED OFFICIAL PLAN AND ZONING BY-LAW AMENDMENTS
Proposed Urban Settlement Area Expansion, City of St. Thomas

TAKE NOTICE that:

a) pursuant to Subsections 22(6.4)(a) and 34(10.7)(a) of the Planning Act, R.S.O. 1990, as amended, concurrent applications have been made for approval of a proposed Official Plan Amendment and Zoning By-law Amendment. Access to the information and material provided under subsections 22(4), 22(5), 34(10.1) and 34(10.2) in support of the applications is available for public access, and

b) a concurrent Public Meeting, pursuant to Subsections 22(1)(b) and 34(12) of the Planning Act, R.S.O. 1990, as amended, will be held by the Council of the Corporation of the City of St. Thomas on the 6th day of April, 2020 at 5:15 P.M. in the Council Chambers of the City Hall, 545 Talbot Street, St. Thomas, to consider amendments to the Official Plan and Zoning By-Law 50-88. The purpose of the Public Meeting is to afford any person that attends, an opportunity to make representation with respect to the official plan and zoning proposals.

The subject lands are shown outlined in a heavy solid line on the Key Map below. The lands can be described as Concession ENBTR, Part of Lots A, B, C, D, Concession NTRE, Part of Lot 45, Concession NTRE GORE, Part of Lots A, B, Plan 34, Part of Lots 7, 8, City of St. Thomas.

The Corporation of the City of St. Thomas is proposing to amend the St. Thomas Official Plan and Zoning By-Law 50-88 to expand the existing Settlement Area Boundary to allow for future residential uses on the subject lands.

The subject lands are designated Employment Lands and Rural Area within the Official Plan of the St. Thomas Planning Area. As part of the “Positioned for Growth” process that was undertaken by the Corporation of the City of St. Thomas to address the City’s future residential land requirements as required through the Planning Act, R.S.O. 1990, as amended, the subject lands were identified as the preferred area for future residential development. An amendment to the Official Plan is required to change the existing land use designations to reflect the recommendations for future residential development in the Positioned for Growth Study.

The subject lands are currently located within an Employment Lands (EL) Zone and site-specific First Residential (R1) and Residential Development (R7) Zones to the City of St. Thomas Zoning By-law 50-88. To implement the recommendations of the Positioned for Growth Study for future residential development and amendment to By-law 50-88 is required.

The purpose of the proposed amendments is to amend the City of St. Thomas Official Plan and Zoning By-Law 50-88 to implement the recommendations of the Positioned for Growth Study. The effect of the amendments will allow for residential uses on the subject lands subject to landowners obtaining future land use planning application approvals for the proposed development.

ANY PERSON OR PUBLIC BODY may attend the Public Meeting and/or make written or verbal representation either in support of, or in opposition to the proposed Official Plan amendment and Zoning By-law amendment.

If you wish to be notified of the decision of the City of St. Thomas on the proposed Official Plan and Zoning By-law amendments, you must make a written request to the address below.

If a person or public body does not make oral submissions at a public meeting or make written submissions to the City of St. Thomas before the proposed Official Plan amendment is adopted or the proposed Zoning By-law is passed, the person or public body is not entitled to appeal the decision of the Council of the City of St. Thomas to the Local Planning Appeal Tribunal.

If a person or public body does not make oral submissions at a public meeting or make written submissions to the City of St. Thomas before the proposed Official Plan amendment is adopted or the proposed Zoning By-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.

PUBLIC ACCESS TO INFORMATION relating to the proposed Official Plan and Zoning By-law Amendments is available for inspection daily, from Monday to Friday, between 8:30 A.M. and 4:30 P.M. at the Planning Office, 9 Mondamin Street, St. Thomas, or may be accessed on the City’s website https://www.stthomas.ca/living_here/notices_to_residents or the City’s Facebook page https://www.facebook.com/pages/City-of-StThomas-Ontario/1205624024692752.

DATED at the City of St. Thomas, this 11th day of March, 2020.

KEY MAP (on reverse)

Maria Konefal, City Clerk
City of St. Thomas
545 Talbot Street
St. Thomas, Ontario
NSP 3V7
THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY- LAW NO. 2020-24

Being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on March 17, 24, 31, April 2 and April 14, 2020.

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.

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 Special Council Meetings held on March 17, 24, 31 and April 2, 2020 and the Regular Meeting of Council held on April 14, 2020; 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.


Mayor
Grant Jones

Clerk
Katherine Thompson

By-law No. 2020-24